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ARTICLE I IMPLEMENTATION

SECTION 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.

SECTION 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 employed in categorically funded programs of indeterminate duration and 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.

SECTION 3. ASSOCIATION RIGHTS

- A. The District acknowledges that every eligible employee 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 eligible employees. 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 eligible employee 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 eligible employee by reason of his/her membership or non-membership, support of, or participation in the legal activities of the Association; or in collective bargaining with the District; or his/her 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 eligible employee those rights he/she may have under the statutes of the State of California or other applicable District policies, rules, and regulations. The rights granted to eligible employees 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 faculty 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 eligible employee, except material which the college receives from non-college sources, such as other universities or placement services, shall be made available to the individual for inspection in the office in which they are kept, and to the Association only upon the written release by the individual. The District shall grant the right to reproduce documents within such files or be furnished with reproductions. The college 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 individual. The individual shall have access to said files during normal business hours of the Administration Office.
- I. The Association President or his/her 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. The District shall provide five (5) CTLCs per year of time reassignment for the representation of unit members and for the implementation of the contract. 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.

- 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. A list of the negotiating team and the release time requested will be presented to the Superintendent/President prior to class scheduling in the semester when negotiations will be held.
- 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.

SECTION 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.

SECTION 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.

SECTION 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.

SECTION 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.

SECTION 8. CONTRACT REWRITE

- A. Following the successful negotiation of the full Agreement, and its ratification by the Association membership and the Board of Trustees, it shall be the mutual responsibility of the Association and the District to produce, proofread, and distributes a, "clean and final," text of the Agreement.
- B. Following the successful completion of, "re openers," negotiations, and their ratification by the Association membership and the Board of Trustees, it shall be the mutual responsibility of the Association and the District to produce, proofread, and distribute, "clean and final," texts of all such agreements, to be placed in an appendix until the next full negotiations, at which time any and all such agreements shall be integrated into the renegotiated Agreement.

- C. Following the successful completion of negotiations that produce side letters and Memorandums of Understanding (MOUs), and their ratification by the Association membership and the Board of Trustees, it shall be the mutual responsibility of the Association and the District to produce, proofread, and distribute, “clean and final,” texts of all such agreements, to be placed in an appendix until the next full negotiations.
- D. The work of writing, redrafting, proofreading and distributing the Agreement, as well as any and all “reopeners,” language, side letters, and MOUs shall be shared in the following way:
 - 1. Within two (2) weeks of the successful close of the process of negotiation and ratification, the Association’s Negotiations Committee shall produce a dated draft of the full Agreement, re-opener, side letter, or MOU, for presentation to the appropriate representatives of the District.
 - 2. Within two (2) weeks of that presentation, the Association’s Negotiations Committee and the appropriate representatives of the District shall meet and confer for the purposes of correcting any and all errors in spelling, grammar, typography, format, and agreed-upon language in the text of any Agreement, re-opener, side letter or MOU.
 - 3. Within two (2) weeks of such correction, the Association’s Negotiations Committee shall produce, and present to the District, a dated, “clean and final,” version of the reviewed Agreement, re-opener, side letter or MOU. This version shall become the authoritative text, to be used as the final authority in any and all subsequent discussions, negotiations, or actions.
 - 4. Within two (2) weeks of such presentation, the District shall have produced and distributed ten (10) paper copies and electronic copies of the, “clean and final,” version of the reviewed Agreement, re-opener, side letter or MOU.
 - 5. It shall be the Association’s responsibility to place an electronic copy of the “clean and final,” version of the reviewed Agreement, re-opener, side letter or MOU, on the CTA section of the Palo Verde College website.

ARTICLE II COMPENSATION AND BENEFITS

SECTION 1. BASIC SALARY AGREEMENT

The basic salary schedule for all eligible employees is made a part of this agreement.

The District and the Association agree to the revised salary schedule as per attachment, effective July 1, 2007. No faculty member shall be entitled to retroactive pay or other compensation except appropriate placement on the salary schedule under this provision.

For the 2007-2008 fiscal year:

	COL I	COL II	COL III	COL IV	COL V	COL VI	COL VII
	AA+6E	BA+30	BA+45	BA+60	BA+75	BA+90 MA+60	DOC
Row	BA+2E	MA	MA+15	MA+30	MA+45	Or Double MA	\$2,000
1	46,004	47,269	48,569	49,905	51,277	52,687	54,687
2	47,384	48,687	50,026	51,402	52,816	54,268	56,268
3	48,806	50,148	51,527	52,944	54,400	55,896	57,896
4	50,270	51,653	53,073	54,532	56,032	57,573	59,573
5	51,778	53,202	54,665	56,168	57,713	59,300	61,300
6	53,332	54,798	56,305	57,853	59,444	61,079	63,079
7	54,931	56,442	57,994	59,589	61,228	62,912	64,912
8	56,579	58,135	59,734	61,377	63,065	64,799	66,799
9	58,277	59,879	61,526	63,218	64,957	66,743	68,743
10	60,025	61,676	63,372	65,115	66,905	68,745	70,745
11	61,346	63,033	64,766	66,547	68,377	70,258	72,258
12	62,695	64,419	66,191	68,011	69,881	71,803	73,803
13	64,075	65,837	67,647	69,507	71,419	73,383	75,383
14	65,484	67,285	69,135	71,037	72,990	74,997	76,997
15	66,925	68,765	70,656	72,599	74,596	76,647	78,647
16	68,397	70,278	72,211	74,197	76,237	78,333	80,333
17	69,902	71,824	73,799	75,829	77,914	80,057	82,057
18	71,440	73,404	75,423	77,497	79,628	81,818	83,818
19	73,011	75,019	77,082	79,202	81,380	83,618	85,618
20	74,618	76,670	78,778	80,945	83,170	85,458	87,458
21	76,259	78,356	80,511	82,725	85,000	87,338	89,338
22	77,937	80,080	82,282	84,545	86,870	89,259	91,259
23	79,652	81,842	84,093	86,405	88,781	91,223	93,223

The District and the Association agree to the revised salary schedule effective July 1, 2008. No faculty member shall be entitled to retroactive pay or other compensation except appropriate placement on the salary schedule under this provision.

For the 2008-2009 fiscal year:

	COL I	COL II	COL III	COL IV	COL V	COL VI	COL VII
	AA+6E	BA+30	BA+45	BA+60	BA+75	BA+90	DOC
						MA+60	
						Or	
						Double	
Row	BA+2E	MA	MA+15	MA+30	MA+45	MA	\$2,000
1	47,384	48,687	50,026	51,402	52,815	54,268	56,268
2	48,806	50,148	51,527	52,944	54,400	55,896	57,896
3	50,270	51,652	53,073	54,532	56,032	57,573	59,573
4	51,778	53,202	54,665	56,168	57,713	59,300	61,300
5	53,331	54,798	56,305	57,853	59,444	61,079	63,079
6	54,931	56,442	57,994	59,589	61,228	62,911	64,911
7	56,579	58,135	59,734	61,377	63,064	64,799	66,799
8	58,277	59,879	61,526	63,218	64,956	66,743	68,743
9	60,025	61,676	63,372	65,114	66,905	68,745	70,745
10	61,826	63,526	65,273	67,068	68,912	70,807	72,807
11	63,186	64,923	66,709	68,543	70,428	72,365	74,365
12	64,576	66,352	68,176	70,051	71,978	73,957	75,957
13	65,997	67,812	69,676	71,592	73,561	75,584	77,584
14	67,449	69,303	71,209	73,167	75,180	77,247	79,247
15	68,932	70,828	72,776	74,777	76,834	78,946	80,946
16	70,449	72,386	74,377	76,422	78,524	80,683	82,683
17	71,999	73,979	76,013	78,104	80,251	82,458	84,458
18	73,583	75,606	77,685	79,822	82,017	84,272	86,272
19	75,202	77,270	79,395	81,578	83,821	86,126	88,126
20	76,856	78,970	81,141	83,373	85,665	88,021	90,021
21	78,547	80,707	82,926	85,207	87,550	89,958	91,958
22	80,275	82,482	84,751	87,081	89,476	91,937	93,937

The District and the Association agree to the revised salary schedule effective July 1, 2009. No faculty member shall be entitled to retroactive pay or other compensation except appropriate placement on the salary schedule under this provision.

For the 2009-2010 fiscal year:

	COL I	COL II	COL III	COL IV	COL V	COL VI	COL VII
	AA+6E	BA+30	BA+45	BA+60	BA+75	BA+90 MA+60 Or Double MA	DOC
Row	BA+2E	MA	MA+15	MA+30	MA+45		\$2,000
1	48,806	50,148	51,528	52,945	54,400	55,896	57,896
2	50,270	51,653	53,073	54,533	56,032	57,573	59,573
3	51,779	53,202	54,666	56,169	57,713	59,301	61,301
4	53,332	54,799	56,305	57,854	59,445	61,080	63,080
5	54,932	56,442	57,995	59,590	61,228	62,912	64,912
6	56,580	58,136	59,734	61,377	63,065	64,799	66,799
7	58,277	59,880	61,527	63,219	64,957	66,743	68,743
8	60,026	61,676	63,372	65,115	66,906	68,746	70,746
9	61,826	63,527	65,273	67,069	68,913	70,808	72,808
10	63,681	65,432	67,232	69,081	70,980	72,932	74,932
11	65,082	66,872	68,711	70,600	72,542	74,537	76,537
12	66,514	68,343	70,222	72,154	74,138	76,177	78,177
13	67,977	69,847	71,767	73,741	75,769	77,852	79,852
14	69,473	71,383	73,346	75,363	77,436	79,565	81,565
15	71,001	72,954	74,960	77,021	79,139	81,316	83,316
16	72,563	74,559	76,609	78,716	80,880	83,105	85,105
17	74,159	76,199	78,294	80,447	82,660	84,933	86,933
18	75,791	77,875	80,017	82,217	84,478	86,801	88,801
19	77,458	79,589	81,777	84,026	86,337	88,711	90,711
20	79,162	81,339	83,576	85,875	88,236	90,663	92,663
21	80,904	83,129	85,415	87,764	90,177	92,657	94,657

SECTION 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 an agency recognized by the Council on Post-secondary Education.

B. Experience Credit

Employees 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. Credit will be granted only for college teaching, non-instructional service, or vocational experience in the field to be taught. The maximum of seven (7) years experience may be granted for any combination of the following:

C. Occupational Pre-Employment Work Experience

Salary schedule credit shall be granted to newly-employed occupational/vocational education instructors 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 instructors on the salary schedule under the provisions of this Section shall be limited to those instructors 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. 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. An earned Doctorate will add \$2,000 to the column and step placement.
- 8. The Association shall have the right of agreement signoff on the placement of all new faculty on the salary schedule, after mutual consultation with the Vice President of Instruction or the appropriate supervisor.

COLUMN DESIGNATION

COLUMN DESIGNATION	
Column I	AA+6e or BA+2e
Column II	BA + 30 Units or MA
Column III	BA + 45 Units including MA or MA + 15
Column IV	BA + 60 Units including MA or MA + 30
Column V	BA + 75 Units including MA or MA + 45
Column VI	BA + 90 Units including MA or MA + 60 or Dual Master's Degrees
Column VII	Earned Doctorate \$2, 000

- E. After initial placement on the appropriate experience step, an instructor 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.
- F. 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.
- G. Compensation for part-time instructors carrying more than 60% of a full-time credit load shall be a pro-rated share of an annual contract salary, calculated from the percentage the teaching load bears to a full-time load.
- H. Compensation for full-time instructors 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.
- I. 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 those 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 employee. Applications for such approval will 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 faculty member will have until December 1 to file any transcripts which would result in advancement for that academic year.

SECTION 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 Assistant Superintendent/Vice President, Instruction \$30.00 per examination.
- B Independent Study** - Instructors may volunteer to teach Independent Study without reimbursement. Under no circumstances will Independent Study allow an instructor to achieve an overload. The District will pay \$80/CTLC per student.
- C. Substitute Pay**
 - 1. Short Term (Less than three full days): Hourly Rate of Credit, Part-Time Section 4 – G
 - 2. Long Term (Three or more full days): Hourly Rate of Credit, Part-Time Section 4 - G
- 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 instructor'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 instructors 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 Faculty Bargaining Agent.
- 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 regular instructor, or are part-time instructional assignments, or overload assignments of regular full-time instructors. Compensation for such assignments cannot be readily related to the faculty basic salary schedule.
- F.** The Superintendent/President shall recommend to the Board those individuals 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 Vice President of Instruction.
- G. An employee agreement**, specifying the nature and details of the assignment, will be executed by the employee 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 personnel, day or extended day, less than 60% of full-time credit load:

1. PVC believes part-time faculty provides essential, professional services that deserve compensation at parity with full-time faculty. 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 faculty member of equal education and experience for the regular academic year.
3. For part-time faculty and non-credit hourly part-time faculty the District and the Association agree that salaries shall remain keyed to the full-time faculty 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 faculty member for all part-time faculty, and at seventy-five percent (75%) of that hourly rate for non-credit part-time hourly faculty members.
4. The District and the Association agree that the salary provisions represent a step in the process of achieving parity.
5. Credit Classes:
 - a. for part-time faculty 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 Column II – Step One (1) of the salary schedule for full time faculty.
 - b. for part-time faculty members in semesters five plus (5+) of service to the college, the hourly salary shall be one one-thousandth of the figure for a faculty member at Column II -- Step Two (2) of the salary schedule for full time faculty.
 - c. As per appended MOU
6. Non-Credit Classes:
 - a. for non-credit, hourly faculty members in semesters one to four (1 to 4) of service to the college, salary shall be 75% of the figure for part-time faculty with the same service.
 - b. for non-credit, hourly part-time faculty in semesters five plus (5+) of service to the college, salary shall be 75% of the figure for part-time faculty with the same service.
 - c. As per appended MOU

7. In terms of working conditions, for the term of the current faculty Contract (i.e. after June, 2007) parity is also defined in terms of: class assignments, office space, technical support, and compensation for participation in college governance (i.e. curriculum design committee meetings, Academic Senate, and Divisional meetings).
 - a. In terms of the right to class assignments, parity for part-time faculty 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 faculty, 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 faculty, 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, provided that this does not conflict with the State's 60% law or STRS monthly limits.

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

- d. Part-time instructors may request their salary in monthly installments, or at the end of the semester, provided all necessary reports are processed in a timely manner.

Adjunct Hourly 2007/2008.**ADJUNCT HOURLY / CREDIT****DISTRICT 05 - PALO VERDE COMMUNITY COLLEGE****2007/2008**

one,one thousandth of the 177 Day salary schedule.

Schedule ID: **111** / Position Type: 1 / Effective Date:

07/01/2007

NOTE: Generated from Galaxy screen on 09/06/2007 4:56 PM

Row	COL I AA+6e BA+2e	COL II BA+30 MA	COL VII DOCTORATE	
1	46.00	47.27	54.69	1st to 4th semester
2	48.81	50.19	57.90	5th semester +

ADJUNCT HOURLY / NON-CREDIT**DISTRICT 05 - PALO VERDE COMMUNITY COLLEGE**Schedule ID: **112** / Position Type: 1 / Effective Date: 07/01/2007

NOTE: Generated from Galaxy screen on 09/06/2007 5:01 PM

Row	COL I AA+6e BA+2e	COL II BA+30 MA	COL VII DOCTORATE	
1	34.50	35.45	41.02	1st to 4th semester
2	36.61	37.64	43.43	5th semester +

Teacher Experience**Fall & Spring Semesters**

1-4

Semesters

Step A (Row 1*)

Five Plus (5+) Semesters

Step B (Row 3*)

*(Rows come from Full-Time Faculty 177 Day Salary Schedule)

Only Fall and Spring Semesters will be counted as experience in a single fiscal year.

Adjunct Hourly 2008/2009.**ADJUNCT HOURLY / CREDIT****DISTRICT 05 - PALO VERDE COMMUNITY COLLEGE****2008/2009**

one,one thousandth of the 177 Day salary schedule.

Schedule ID: **111** / Position Type: 1 / Effective Date:

07/01/2007

NOTE: Generated from Galaxy screen on 09/06/2007 4:56 PM

Row	COL I AA+6e BA+2e	COL II BA+30 MA	COL VII DOCTORATE	
1	47.38	48.68	56.27	1st to 4th semester
2	50.27	51.65	59.57	5th semester +

ADJUNCT HOURLY / NON-CREDIT**DISTRICT 05 - PALO VERDE COMMUNITY COLLEGE**Schedule ID: **112** / Position Type: 1 / Effective Date: 07/01/2007

NOTE: Generated from Galaxy screen on 09/06/2007 5:01 PM

Row	COL I AA+6e BA+2e	COL II BA+30 MA	COL VII DOCTORATE	
1	35.54	36.51	42.20	1st to 4th semester
2	37.70	38.74	44.68	5th semester +

Teacher Experience**Fall & Spring Semesters**

1-4

Semesters

Step A (Row 1*)

Five Plus (5+) Semesters

Step B (Row 3*)

*(Rows come from Full-Time Faculty 177 Day Salary Schedule)

Only Fall and Spring Semesters will be counted as experience in a single fiscal year.

Adjunct Hourly 2009/2010.**ADJUNCT HOURLY / CREDIT****DISTRICT 05 - PALO VERDE COMMUNITY COLLEGE****2009/2010**

one,one thousandth of the 177 Day salary schedule.

Schedule ID: **111** / Position Type: 1 / Effective Date: 07/01/2007

NOTE: Generated from Galaxy screen on 09/06/2007 4:56 PM

Row	COL I AA+6e BA+2e	COL II BA+30 MA	COL VII DOCTORATE	
1	48.81	50.15	57.90	1st to 4th semester
2	51.78	53.20	61.30	5th semester +

ADJUNCT HOURLY / NON-CREDIT**DISTRICT 05 - PALO VERDE COMMUNITY COLLEGE**Schedule ID: **112** / Position Type: 1 / Effective Date: 07/01/2007

NOTE: Generated from Galaxy screen on 09/06/2007 5:01 PM

Row	COL I AA+6e BA+2e	COL II BA+30 MA	COL VII DOCTORATE	
1	36.61	38.61	43.42	1st to 4th semester
2	38.83	39.90	45.98	5th semester +

Teacher Experience**Fall & Spring Semesters**

1-4

Semesters

Step A (Row 1*)

Five Plus (5+) Semesters

Step B (Row 3*)

*(Rows come from Full-Time Faculty 177 Day Salary Schedule)

Only Fall and Spring Semesters will be counted as experience in a single fiscal year.

- J. Overload Pay** - Full-time instructors with teaching loads in excess of 31 CTLC's for one academic year, starting July 1, 2007 will be paid \$750 per nearest full CTLC in excess of 32 CTLC; fractions will be rounded to the nearest whole number. No member of the unit 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 Vice President of Instruction.
1. As of July 1, 2008 instructors will be paid \$850 per CTLC.
 2. As of July 1, 2009 instructors will be paid \$900 per CTLC.
- K. Summer Inter-Session Pay** - Full-time personnel: Starting June 2, 2007, summer school shall be compensated at the rate of \$900, per CTLC. Part-time personnel: Hourly rates as specified above. No member of the unit 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 Vice President of Instruction.
- L. All non teaching faculty/counselors:**
1. When non-teaching faculty/counselors 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 Vice President and non-teaching/counselor.
- M. Articulation Officer** – The District shall allocate four (4) CTLCs or their equivalent per year.
- N. Curriculum Co-Chair** - The District shall allocate an additional four (4) CTLCs to the employee that is the Co-chair of the curriculum committee. The Curriculum co-chair can allocate any or all of the CTLCs to the members of the Academic Senate.
- 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 faculty member within the division each academic term. The Division Chair's signature shall affirm that the proposed teaching assignment and schedule of each faculty 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 Vice President.
- 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 Vice President.

- f) To represent the Division at the Vice President for Instructional Services' "Council of Chairs" should one be established.
- g) To serve as a member of the hiring committee for any faculty positions for the division and at his or her discretion, to appoint an additional faculty member to serve on the hiring committee.

3. Compensation:

- a) Each Divisional Chair shall receive three (3) CTLCs (20%) release time each semester.
- b) During Program Review an extra one (1) CTLC will be given to the divisional chair or their designee, for one semester only.

4. Divisional Chairs shall be elected:

On a yearly basis by the full-time faculty members of their respective divisions, and no faculty 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 Vice President.
- 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 Vice President notifying the chair of their 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 overruled by the Superintendent/President.

- Q. Guest Lecturers** –shall be paid at the same rate as the Non-Credit/Adult Education Classes/Activities faculty. (Article II Sec. 4 #G)
- R. Tactical Officers** –shall be paid at the same rate as the Non-Credit/Adult Education Classes/Activities. (Article II Sec. 4 #G)
- S. Safety Facilitator** – Range safety officers shall be paid at the same rate as the Non-Credit/Adult Education Classes/Activities. (Article II Sec. 4 #G)
- 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 instructor'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. Faculty teaching in vocational instructional classes at the high school will be assigned on a flexible schedule to coincide with the high school schedule. Teaching days in excess of 177 days shall be compensated on a per diem daily rate.
- U. Academic Senate President** – In addition to the five (5) CTLC allocation for the Academic Senate, the District agrees to allocate \$1,500 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 Vice President, the District shall allocate one additional CTLC per semester for the faculty member administering the GED tests for the College. No more than two (2) CTLCs will be given in any academic year.

SECTION 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 employees. The District will cooperate with employees and group insurance carriers in assessing the need for and disseminating information about the various types of group insurance and other benefits.

A. Regular Full-Time Instructional Staff (Compensated entirely by District funds)

1. The District will supplement basic salary compensation for all regular full-time faculty members by subsidizing fringe benefits from District funds in an amount sufficient to cover the premiums for full employee and family coverage for major; Medical, Dental, and Group Vision Care insurance. See enclosed Summary of Plan Benefits, Appendix F.
2. Effective July 1, 2004, the Faculty Bargaining Unit shall be covered by Option I Health and Welfare benefit package, or through the comparable Kaiser Plan, offered 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.
3. Effective July 1, 2007, 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 faculty member without other medical insurance coverage, at the employee's cost.
4. Effective July 1, 2007, the District shall allow all faculty members, retirees, and domestic partners access to the, "District pool," for purposes of purchasing medical, dental, vision or life insurance.
 - a) For the purposes of paragraph 4, "retired faculty 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.

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

1. For the 2007-2008, 2008-2009 & 2009-2010 academic years, the District will increase its contribution to employee benefits, to a cap of \$13,000 per year per faculty member.
2. For the 2007-2008, , 2008-2009 & 2009-2010, fiscal years, the District will match the employee out of pocket payment up to 50% of the difference between the cap and the actual cost of fringe (health, dental, vision, and life insurance) benefits.⁴

- C. The District will provide all full-time employees with a group term Life Insurance Policy, with a 2007-2008 value of \$70,000.
- D. The District shall contribute the employer's 1.45% portion of the Medicare portion of FICA for the full-time academic employees who are eligible and elect to participate.
- E. Effective July 1, 2007, the District will make available IRS Section 125 accounts for all faculty, with no District obligation to contribute monies to these accounts.
- F. All eligible full-time unit members shall have the choice of enrolling for the fringe benefit package, or rejecting it. No individual shall have the option to elect the receipt of remuneration in any form in lieu of participation and enrollment in the health, dental, vision, and life insurance package.
- G. In the event that a "single payer," or other state or national insurance plan that changes District contributions is signed into law, the District and Association shall immediately enter into negotiations regarding salary and benefits.
- H. **Non-Permanent Full-Time Instructional** (Those employed in fully-supported, categorically-funded programs of indeterminate duration).
 - 1. The District will supplement basic salary compensation for all non-permanent full-time instructional members by subsidizing fringe benefits from categorical funds in an amount sufficient to cover the premiums for full employee and family coverage for major Medical, Dental, and Group Vision Care insurance,

SECTION 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 his/her 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 full-time employee of the District may elect to become a participant under this plan by amendment of his 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 excess of his exclusion allowance.
2. Contributions by the District with respect to any participant shall be by means of a reduction in his compensation otherwise payable under his employment contract, the amount of the reduction being set forth in such participant's amendment to his 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 his 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 provisions of California Education Code Section 14125.1 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 his 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.

SECTION 6. *ACADEMIC EMPLOYEE REDUCED WORKLOAD PROGRAM*

- A. This plan is an incentive program for academic employees between the ages of 55 and 70 who wish to teach less than a full-time load, but a minimum of half-time load. Reduced services employment shall be defined as:
1. An assignment that is equivalent to half-time service. In all cases, the total service shall be at least fifty (50) percent time with service covering all academic year calendar days, or
 2. Other equivalent schedule that is approved by the Superintendent/President.
- B. The following general provisions shall apply to the academic employee under this plan:
1. The minimum age shall be fifty-five, reached during or before the school year prior to the request for a Reduced Workload Assignment.
 2. The employee must have been continuously employed by the District for a period of ten (10) years of which the immediately preceding five (5) years were full-time employment.
 3. Participation in the Reduced Workload Program shall be with the District's consent.
 4. The employee may participate in the reduced Workload Program a maximum of ten (10) years, during or after which the employee must retire.
 5. The same evaluation procedure in effect for full-time employees will be applicable.
 6. The compensation of the employee shall be the pro rate share (one-half or more) of the salary the employees earn as a full-time employee.
 7. The STRS contribution shall be that prescribed by law on the basis of full-time employment and shall be paid by the District and the employee.
 8. The District shall pay the same fringe benefits as provided full-time employees.
 9. The eligible employee may elect to retire at age sixty-five or at any time prior to that date and no longer participate in the Reduced Workload Program, but continue to receive District-paid contributions for the fringe benefit plans which shall continue until the retired employee reaches age seventy. The District agrees to pay the supplemental medical cost for members until the employee reaches age seventy-five.
 10. Application for the Reduced Workload Program shall be directed to the Superintendent/President's Office by May 1 for the following academic year.
 11. The applicant shall provide all other services (i.e., office hours and other obligation), on a pro-rata basis.

ARTICLE III FACULTY SERVICE AREAS

SECTION 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.

SECTION 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 faculty member. If more than one (1) employee 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.

SECTION 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 faculty member may establish additional minimum qualifications upon meeting and verifying through transcripts that she/he meets the minimum qualifications for that discipline.

SECTION 4. RETRAINING

The administration shall make assignments and reassignments in a manner that employees 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 faculty 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 employee 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. Employees are expected to achieve satisfactory performance in any retraining activity. In the event a faculty member does not maintain satisfactory performance the agreement is void, and the District can proceed with lay off procedures in accordance with E.C. 87473 et. seq.

SECTION 5. FACULTY NEEDS ASSESSMENT, RECRUITMENT, SCREENING, EQUIVALENCY AND APPOINTMENT RECOMMENDATION POLICIES AND PROCEDURES

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

ARTICLE IV CALENDAR AND HOURS OF WORK

SECTION 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 an instructor 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 faculty 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 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.

SECTION 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 Assistant Superintendent/Vice President, Instruction (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 second week of the Spring 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.

SECTION 3. WORK YEAR/FLEX ACTIVITIES

- A. 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.

SECTION 4. CAMPUS MEETING HOURS

- A. The Administration will reserve 3:00 p.m. - 5:00 p.m. on Tuesdays and Thursdays for bona-fide meetings, with the exception of nursing/health classes, criminal justice classes, and off-campus classes such as fire science.

SECTION 5. STUDENT ACTIVITY HOUR

- A. 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.

SECTION 6. *PHILOSOPHY OF FACULTY WORKLOAD*

- A. Instruction is central to the mission of the institution and the primary method used to accomplish the principal goals of the College Mission Statement: (1) Transfer Education, (2) Vocational Occupational Education, (3) Associate Degree and Certificate Programs, (4) Developmental Education, and (5) its secondary mission of non-credit education and student support services. The District recognizes the critical roles that faculty play in providing the primary educational 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. The professional tasks of faculties 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; and student and staff participation in college and student activities.
- 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.

SECTION 7. *GENERAL TIME ASSIGNMENTS*

The normal contractual work load and teaching assignment for all faculty includes attention to and time spent on 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.

SECTION 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. 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.	14 - 14 Hours
3.	Curriculum Development and Program Evaluation	3 - 3 Hours
4.	Scheduled Office Hours, Individual Student Assistance	5 - 5 Hours
5.	Faculty and Faculty Organization Meetings	1 - 2 Hours
6.	College Staff and Committee Assignments	2 - 3 Hours
7.	Reports and Record	1 - 2 Hours
		42 - 53 Hours

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

1.	Full-time Primary Assignment.	30 Hours
2.	Faculty and Faculty Organization Meetings	2 Hours
3.	College Staff and Committee Assignments	2 Hours
4.	Program Evaluation	1 Hour
		35 Hours

SECTION 9. GUIDELINES: FULL-TIME INSTRUCTIONAL LOAD

A full-time teaching load will be 31 (+or -1) CTLCs per academic year. There will be a +1 and a -1 factor applied to load calculations. (There will be no penalty for a 30-CTLC load, or extra remuneration for a 32-CTLC load.) The District and Association realize that a certain amount of tolerance must be acceptable in calculating loads, and a + factor recognizes this.

A. TYPE OF ACTIVITY OR ASSIGNMENT CTLC

1. One Class Hour Lecture (English, mathematics history, etc.) 1
 One lecture hour equals one (1) CTLC.
2. Three Hours Laboratory (Separate from lecture; physics, chemistry, etc) 2
 One (1) laboratory hour equals two-thirds (.666) of a CTLC.
3. Courses Taught Simultaneously
 Highest CTLC of simultaneous courses, + 1 CTLC for remainder of the courses.
4. Clinical Instruction in Health Occupations 2
 a) Faculty member teaching classes identified as Clinical shall have a teaching load of twenty-four hours per week. One (1) Clinical instruction hour presently equals four-fifths (.80) of a CTLC.
5. Faculty members assigned to counseling, learning resources, coordination, or non-teaching responsibilities shall have a teaching load of thirty-five (35) hours per week.
6. Faculty members assigned to counseling assignments shall have a 186 day work year, with nine (9) workdays for registration activities. Another eleven (11) days may be assigned by mutual agreement. This time will be spent in activities related to student registration and will be paid on a per diem daily rate.
7. Faculty Coordinators for the Learning Resource Center, the Library, and Non-Credit Education shall have an eleven (11) month assignment.
8. Faculty members assigned to teaching Non-Credit Adult Education courses or programs shall be compensated at a rate of one (1) hour equals three-quarters (.75) of a CTLC and rate of one (1) CTLC prep per class taught on an annual basis.
9. Faculty may be assigned any combination of the above instructional /non instructional modalities to make up their full-time or equivalent load.

SECTION 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 Vice President 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 load. Additional CTLCs will be assigned when the number of preparations (except P.E. activity courses) exceeds four (4).

Preparations	Additional CTLC
4.....	0
5.....	1
6.....	2

B. The following courses when taught simultaneously will be handled separately from the load formula, due to their complexity. They are:

1. Extra CTLC's for simultaneous preparations are eliminated in the following types of courses:
 - a) Physical Education
 - b) Cooperative Education
 - c) Cross Listed Courses
 - d) Welding
 - e) Office Administration OFA
 - f) Other exceptions will be handled on an individual basis via consultation between the District and the Bargaining Agent.
2. Faculty assigned at the high school primarily teaching high school students shall not be given "Home Room" assignments and/or duties by PVUSD.
3. Faculty assigned at the high school primarily teaching high school students will be allowed to flex their work year to adjust to the high school schedule. Any work days beyond the 177-day work year shall be compensated at the per diem rate.

4. No extra CTLCs for up to four (4) different courses on an annual basis will be awarded. One (1) CTLC will be awarded for each different course above four (4) on an annual basis for purposes of load calculation.

C. Simultaneously Taught Courses:

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. No CTLCs will be awarded for simultaneously taught courses unless the combined courses exceed fifteen (15) students.

D. 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 Vice President.

1. Overloads and/or under loads for fall semester will be balanced against the spring semester load and only those CTLCs in excess of 32 for both semesters will be compensated. No faculty member may be assigned more than 32 CTLCs per year without their consent, and without the written approval in advance of the appropriate Vice President.
2. All overload requests must undergo review by the faculty member's Division Chair, and have the appropriate Vice President'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 21 CTLCs during a single semester or 41 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, appropriate Vice President.
4. Summer Inter-Session teaching loads shall in no case exceed ten (10) CTLCs without prior written approval from the Vice President of Instructional Services.
5. For the regular academic year, overload warrants shall be submitted to the Riverside County Office by the end of the seventh (7) week of the spring semester, after a calculation process that should be started around February 15th. Where class enrollments are not completed in time to meet this section, a corrected warrant will be issued with the last pay warrant for the semester period.

E. 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 Vice President.
3. Faculty assigned off-campus to teach in credit, or non-credit courses, will be paid a mileage allowance at the current IRS rate for any trips beyond 10 miles one way. Mileage will be paid from the main campus and return.
4. Workload for the Director of the EOPS program shall be a minimum of (35) hours per week on task and shall be assigned for an eleven (11) month contract (207 work days).
5. Workload for the Director of the DSPS program shall be a minimum of (35) hours per week on task and shall be assigned for an eleven (11) month contract (207 work days).
6. Workload for the Learning Skills Center Coordinator shall be a minimum of (35) hours per week on task and shall be assigned for an eleven (11) month contract (207 work days).

SECTION 11. ACCOUNTABLE TIME

A. Accountable Time on Campus –

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.

1. Instructional faculty will be responsible for twenty-seven (27) hours of time on task per week.
2. Non-instructional faculty (Counselors, Learning Skills Center, Coordinators) will spend thirty-five (35) accountable hours per week.

B. Instructional faculty may meet their 27 hours in any of the following ways:

1. Instructional faculty may meet their twenty-seven (27) hours responsibility with five (5) days per week of on-campus presence, should they choose to teach only daytime classes scheduled during the ordinary (Monday-Friday) working week. These twenty-seven (27) hours are to include a minimum of five (5) posted office hours per week. With one (1) 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.
2. Instructional faculty may meet their twenty-seven (27) hours responsibility with four (4) days per week of on-campus presence, should they choose to provide a minimum of one (1) evening class (defined as beginning at 5:00 pm or later) or one (1) distance learning class or one (1) weekend class (defined as beginning Friday after 3:00 P.M., or at any time on Saturday/Sunday). Faculty shall be available to perform their committee work.
3. Instructional faculty may meet their twenty-seven (27) hours responsibility with three (3) days per week of on-campus presence, should they choose to provide a minimum of two (2) evening classes (defined as beginning at 5:00 pm or later) and two (2) distance learning classes or two (2) weekend classes (defined as beginning Friday after 3:00 P.M., or at any time on Saturday/Sunday). Faculty shall be available to perform their committee work.
4. Instructional faculty may meet their twenty-seven (27) hours responsibility with two (2) days per week of on-campus presence, should they choose to provide a minimum of two (2) evening classes (defined as beginning at 5:00 pm or later) and three (3) distance learning classes, or three (3) weekend classes (defined as beginning Friday after 3:00 P.M., or at any time on Saturday/Sunday). Faculty shall be available to perform their committee work.
5. All instructional faculty shall have five (5) office hours as part of their accountable hours. The type of teaching assignments that faculty may be required to do will change from semester to semester. Five (5) office hours per week with no more than three (3) hours posted on any day.

6. Five (5) office hours per week are required, with at least one (1) hour per day for a minimum of four days per week except when this would result in the total hours of accountable time to exceed twenty-seven (27).
-
- D. Any of the above schedules must be approved by the Divisional Chair and the Vice President of Instruction for college coverage, and the total percentage of distance learning classes versus face to face classes cannot be higher than the Federal or State mandates.
 - 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.
 - 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.
 - 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.
 1. 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 they shall fill out the appropriate absentee form and have it approved in advance of the graduation from the appropriate Vice President.

SECTION 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.

SECTION 13. ACCOUNTABLE TIME NON TEACHING FACULTY

- A. Accountable Time On Task:-Non teaching faculty (Counselors, Learning Skills Center, Coordinators/Directors and Librarian) will spend 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 Vice President

SECTION 14. VACATIONS/HOLIDAYS - TWELVE MONTH ACADEMIC EMPLOYEES

- A. Annual Vacation
 - 1. Employees holding an eleven (11) or twelve (12) month teaching assignments shall accrue annual vacation days according to the following schedule:

First and Second Years	One (1) Day Per Month
Third Year and Thereafter	One and a half (1.5) Days Per Month
 - 2. Vacation shall be taken at times approved by the appropriate Vice President.
 - 3. Vacation accrued during a contract period and unused after eighteen months following the period in which it was earned shall be forfeited.
 - 4. Should service be terminated, unused vacation will be compensated at the per diem rate of the year in which it was earned.
- B. Holidays
 - 1. Employees shall observe those holidays which are specified according to the District academic calendar of work days.

SECTION 15. DISTANCE EDUCATION

- A. The term “Distance Education” 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, on-line website, 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 Education. 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 Education 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 Education 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 6 of this Amendment. The combining of Distance Education and face-to-face sections, as described in this Paragraph, does not constitute “Courses Taught Simultaneously,” as defined in Article IV, Section 10, Paragraph B of the Agreement.

- C. **Academic standards**, including the scope and breadth of subject matter, grading standards, and evidence of student learning, of Distance Education sections, or sections combining Distance Education 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 Education 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.

- 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 faculty member as part of his or her 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 faculty member or the District.
 5. If a faculty member, in addition to or as part of his or her 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.

ARTICLE V FACULTY EVALUATION PROCEDURE

SECTION I. GENERAL MATTERS CONCERNING FACULTY EVALUATION

A. Purpose of Evaluating Faculty Members

Because competence is a presumption of initial hiring, the primary purposes of evaluation are: to enhance faculty 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

Faculty members shall be evaluated in the following areas:

1. Knowledge of subject area (s)
2. Performance of responsibilities
3. Professional growth and development

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 faculty evaluation process shall not be excluded from consideration in the evaluation process.
3. Evaluation information shall not be obtained through the use of sources, such as electronic media or listening or recording devices, without the written permission of the faculty member being evaluated.
4. No evaluation shall be based upon information unrelated to the faculty member's performance. The private life of a faculty member, including religious, political, and organizational affiliations, age or sexual orientation, shall not be a part of the faculty member's evaluation process in any manner whatsoever.
5. All evaluation materials shall be in writing and presented to the faculty member, who has the option of signing or not signing the material. The faculty member's decision shall be so noted and dated by the appropriate Vice President.
6. A faculty member has the right to have expunged from his or her personnel file any negative evaluation after a satisfactory evaluation has been earned.

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. 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 (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

E. Vice President of Instructional Services and Vice President of Student Services

This evaluation procedure is designed for all faculty 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 faculty report to the Vice President of Instruction, while other faculty report to the Vice President of Student Services. Where the roles of the Vice Presidents in the evaluation process are identical, the term “appropriate Vice President” shall refer herein either to the Vice President of Instructional Services or the Vice President of Student Services.

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 faculty 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 faculty 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.

SECTION II. FACULTY EVALUATIONS AND THE GRANTING OF TENURE

- A. The decision to grant tenure to a contract faculty member is made by the Board of Trustees on recommendation of the Superintendent/President and the appropriate Vice President.
- B. The recommendation by the Superintendent/President and the appropriate Vice President is based on the work performance of the contract faculty member as documented by the results of the faculty member’s evaluation.
- C. Upon successful completion of the evaluation process by the contract faculty member during the first, second, third, and fourth years service, and upon recommendation by the Superintendent/President and appropriate Vice President and approval by the Board of Trustees, the contract faculty member becomes a tenured faculty member on the first (1st) day of the fifth (5th) year of service.

D. Steps Leading to the Granting of 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 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 for all subsequent academic years.
 3. If a contract employee is employed under his or her third consecutive contract entered into pursuant to the California Education Code, the governing board 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 for all subsequent academic years.
 4. If a contract employee is employed under his or her fourth 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 tenured employee for all subsequent academic years.
 - b) Not employ the probationary employee as a tenured employee
- E. Article V, Section I, paragraph I shall take effect August 22, 2005 and shall apply to all faculty whose date of service begins after August 22, 2005.
1. All faculty having been granted tenure on or before August 22, 2005 shall be exempt from Article V, Section I, paragraph I.
 2. All contract faculty who have completed one (1) full year of service and who have been recommended to serve under a second contract shall be grandfathered under the prior tenure provisions, namely, that "tenure, if granted, will be granted on the first day of the fall semester of the fourth year of service." (2004-07 Agreement, Article V, Section 11, paragraph F)
 3. Two faculty members whose date of service began August 22, 2005, namely, Michael Gaubeca, Accounting/ Business Instructor, and Teh-Min Brown, Reading Instructor, shall be grandfathered under the prior tenure provisions, namely, that "tenure, if granted, will be granted on the first day of the fall semester of the fourth year of service." (2004-07 Agreement, Article V, Section 11, paragraph F)
- 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 Vice President and offered a contract no later than the March 15 preceding the academic year to which the contract applies.

SECTION III FACULTY EVALUATION PROCEDURE

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 I, paragraph 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. By the end of the first (1st) week of instruction, the appropriate Vice President shall notify in writing the District, divisional chairs, all faculty members and the human resources manager of the faculty evaluations scheduled for the current academic year. This notification shall include the names of each faculty member to be evaluated and, for contract faculty members, the contract year in which each faculty member is serving.
2. By the end of the second (2nd) week of instruction, the human resources manager shall have ready for distribution packets containing all evaluation documents, listed herein in Section I, paragraph D. Faculty members being evaluated and their division chairs shall be responsible for picking up the evaluation packets from the human resources manager before the end of the second (2nd) week of instruction. The human resources manager shall maintain records documenting that faculty members being evaluated and their division chairs received evaluation packets.
3. The division chair shall meet with the faculty member being evaluated during the third (3rd) week of instruction to discuss the complete evaluation process and to review all documents in the evaluation process.

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 Vice President 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 Vice President 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 Vice President 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 Vice President 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 Vice President 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 Vice President 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 sixth (6th) week of instruction, a full-time staff member of the office of the appropriate Vice President 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 (10th) week of instruction, the staff of the appropriate Vice President 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 Vice President 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 Vice President 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 (11th) 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

1. By the end of the eleventh (11th) 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 twelfth (12th) 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 Vice President, of summaries of Student Evaluations of Faculty Member (Face-to Face and Distance Education)
2. By the end of the thirteenth (13th) week the division chair (or one of the peer evaluators if the division chair is the faculty being evaluated) shall deliver to the appropriate Vice President the evaluation documents completed to date:
 - a) Peer Observation Reports
 - b) Peer Observation Narrative
 - c) Professional Development Self-Evaluation Statement

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

1. By the end of the twelfth (12th) 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 narrative
 - c) Professional Self-Evaluation Statement
2. By the end of the thirteenth (13th) week, the Non-teaching Faculty Evaluation Committee shall deliver to the appropriate Vice President the completed evaluation documents.

J. Administrative Evaluation and Conference

1. By the end of the fifteenth (15) week of instruction, the appropriate Vice President 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 Narrative
 - 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 (15) week of the semester, the appropriate Vice President 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 Vice President 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 (16) week of instruction.
4. For non-teaching faculty, either the faculty member or the appropriate Vice President may request the presence of the faculty Evaluation Committee at the evaluation conference.

K. Remediation Plan

1. In the event of 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 Vice President 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. 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.
3. The faculty member, at his or her option, may invite the appropriate Vice President to make a classroom observation visit in order to further the formulation of the remediation plan.

4. The remediation plan shall identify a date (no later than February 15) by which the faculty member shall fulfill the terms of the remediation plan, meet with the Vice President to review progress, and complete a remediation plan follow-up.

L. Appeal Process

1. The faculty and administration agree that informal discussion, the frank exchange of views, mutual consultation and professional understanding are essential to the total process of evaluation. This being true, the faculty and administration encourage informal, open and professional dialogue at every level of the evaluation process. However, in situations where that informal, open and professional dialogue cannot resolve issues, any faculty member undergoing evaluation shall have the right of appeal. The appeal shall consist of three steps:
 - a) Attempt to resolve the issue informally with the Faculty Evaluation Committee.
 - b) Attempt to resolve the issue via the contractually outlined remediation plan.
 - c) Attempt to resolve the issue through the grievance process.
2. The faculty member shall have the right to review and provide written responses to evaluation reports at every step in the evaluation process. All responses provided by the faculty will be attached to the evaluation documents and placed in the faculty member's permanent personnel file.

M. Adjunct Faculty Evaluations for Teaching Faculty

1. Evaluations of adjunct faculty shall consist of peer faculty classroom observations and student evaluations. The following documents shall be used and, when completed, delivered to the office of the Vice President of Instructional Services:
 - a) Peer Observation Report (page)
 - b) Student Evaluation of Faculty Member (Face to Face) (page)
 - c) Student Evaluation of Faculty Member (Distance Education) (page)
2. All classroom adjunct faculty observation scheduling records shall be maintained by the human resources manager in support of the Vice President of Instructional Services.
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 human resources manager shall have ready for distribution packets containing all evaluation documents for adjunct faculty, listed herein in Section II, paragraph K (a), (b), and (c).
5. The Vice President of Instructional Services shall confer with division chairs, the Assistant Dean of Distance Education, the Needles Center director, and the human resources manager at the beginning of each semester to prepare a schedule for the classroom evaluation of adjunct faculty for the Blythe main campus and the Needles Center.

6. The human resources manager shall be responsible for tabulating and summarizing all student evaluations and providing the summaries to the Vice President of Instructional Services.
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 main campus: division chair or division chair's designee, Assistant Dean of Distance Education, Associate Dean of Nursing, Vice President of Instructional Services.
 - b) Needles Center: division chair or division chair's designee, Assistant Dean of Distance Education, Associate Dean of Nursing, Vice President of Instructional Services, 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 evidence 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 Vice President of Instructional Services 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. A completed Peer Observation report and/or Peer Observation narrative shall be delivered to the office of the appropriate Vice President.
2. The schedule for evaluation of adjunct faculty members shall be maintained by the Human Resources Manager in support of the appropriate Vice President. The Human resources Manager shall confer with the appropriate Vice President, 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) or second (2nd) semester of the adjunct faculty member's employment, and at a minimum of every two (2) years thereafter.
4. By the first (1st) week of the semester, the Human Resources Manager 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.

SECTION IV 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 VI LEAVE AND TRANSFER

SECTION 1. LEAVE

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

SECTION 2. TRANSFER

The Association acknowledges the assignment of eligible employees 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 Chapter, 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 employee involved, and with as much advance notification and planning as is practicable to allow for appropriate preparation.

SECTION 3. REQUESTS FOR CHANGE OF ASSIGNMENT

Any eligible employee may submit a written request for reassignment to the Assistant Superintendent/Vice President, Instruction not later than two weeks prior to the beginning of any semester, or as soon as practicable in case of unexpected staffing needs. The Assistant Superintendent/Vice President of Instruction, in turn, will verify, modify, or deny such request in writing. If the decision regarding the request is not mutually satisfactory, the employee may withdraw his/her request, or appeal to the Superintendent/President. Except as provided in the "transfer" section above, the Superintendent/President's decision shall be final.

SECTION 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 employee.

SECTION 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 an employee 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 regular full-time employees. Employees 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 employees.
- 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 an employee at the discretion of and subject to the approval of the Superintendent/President.

SECTION 6. PERSONAL ILLNESS AND INJURY

Continuing good health and a high level of vitality on the part of all employees 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 instructors and all other staff members.

Personal illness, injury, or urgent requirements for medical treatment may confront any employee, 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 staff members from economic loss during extended absences resulting from severe illness or accident beyond control of the employee; d) to place a premium on staff members maintaining good health.

- A. Any regular full-time employee 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 employees 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 employee 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, employees 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 an employee 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 employee in consultation with his/her supervisor or other District administrative personnel.
- C. An employee granted leave under this policy shall be entitled to full-pay during the absence to which he/she would have been entitled if not absent from his/her assignment, subject to the following limitations:
1. For any period of leave under this policy, full pay shall be granted to an employee 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 employee 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 employee with less than seven full-time consecutive years of service, there shall be deducted from the salary due him/her for any month in which he/she is absent during this period of leave the amount actually paid a substitute employee employed to fill his/her position for any days of the leave not covered by accumulated personal illness leave. For any employee for whom no substitute is employed, there shall be deducted an amount of fifty (50) percent of his/her 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 employee's readiness to return to full assumption of his/her 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 employee'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 employee absent a written verification from a generally recognized medical practitioner as to the nature of the employee's illness and assurance as to his/her ability to return to work prior to that return.

SECTION 7. PART-TIME EMPLOYEES

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

- A. Full-time employees 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:

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

SECTION 8. PERSONAL NECESSITY

Any employee 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 employee requiring attention which cannot be given at any other time or by any other person.

- A. Except as indicated in (B) below, employees 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 employee's immediate family.
 - 2. Accident involving the employee's person or property, or the person or property of the employee's immediate family. In such circumstances, the employee 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 employee for a bona-fide personal necessity not covered elsewhere in the policy. The employee shall not be required to give a reason for taking leave for any of three days as long as he/she notifies the Superintendent/President or other appropriate administrative officer of his/her 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.

SECTION 9. FAMILY AND MEDICAL LEAVE

Any regular full-time employee 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 employees family requires the immediate and actual presence of the employee 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 employee.
 - 3. Any relative of the employee or of the spouse of the employee living in the immediate household of the employee.

- 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 employees for certain family and medical reasons during any fiscal year. Employees 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 employees' spouse, son or daughter, or parent, or dependent who has a serious health condition;
 - 3. A serious health condition that makes the employee unable to perform his/her job.
 - 4. Exercise of these family leave provisions shall be subject to the following:
 - a. Health benefits shall continue as though the employee were in paid status for the first twelve (12) weeks of such leave.
 - b. Such leave for a serious health condition of the employee 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 employee.
 - e. The leave shall not constitute a break in service for longevity, seniority, or health benefits upon retirement. An employee returning from leave shall return with no less seniority than he/she 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

SECTION 10. BEREAVEMENT

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

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

SECTION 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 employees 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 District employees 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.

SECTION 12. JUDICIAL AND OFFICIAL APPEARANCES

- A. Any regular full-time employee 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 employee.
- B. Any regular full-time employee 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 employee up to the amount of the difference between the employee's regular earnings for the period covered by the leave and any amount he receives for juror or witness fees.

SECTION 13. QUARANTINE

- A. Any regular full-time employee shall be entitled to leave with full pay subject to the limitations below for absence from duty because of quarantine which results from his/her contact with other persons having contagious disease while performing his/her duties, or because of temporary disability to perform the services required of him/her 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 employee would otherwise have been performing work for the District in any one fiscal year, the employee shall be entitled to salary in any given month which shall be the difference between the amount due him/her for that month and the amount actually paid a substitute employee employed to fill his/her position during his/her absence.
- C. This section applies only to quarantine of the employee. If, subsequent to the employee being placed on leave for quarantine, the employee 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.

SECTION 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 employee 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 employee continues to receive temporary disability indemnity, he/she may elect to take as much of his accumulated sick leave, which when add to his temporary sick leave indemnity will result in payment to him/her of not more than his 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 person is absent form his/her duties on account of industrial accident or illness, he/she shall be paid such portion of the salary due him 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 him/her 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 employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- H. During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the employee's salary and shall deduct normal retirement and other authorized contributions.
- I. The benefits provided by these rules and regulation shall be applicable to all employees only after an employee has three years of continuous service in the District, commencing on the date of employment.

SECTION 15. LONG TERM LEAVE

- A. An employee, 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 probationary employee.
- 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 employee shall be reinstated in the position held by him/her 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 employee upon his/her return from leave that will best serve the interests of the district. An academic employee returning from leave will be assigned in the general contract area of faculty service in which he/she served before going on leave.
- E. Prior to long term leave employee should check with STRS guidelines/representative for current ruling.

SECTION 16. MATERNITY

- A. Any regular full-time female employee 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 employee 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 employee with the advice of her physician. The terms of such leave shall at all times have as prime consideration the best interest of the employee'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 employee 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 employee 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 employee 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.

SECTION 17. PATERNITY

Any regular full-time employee whose wife, spouse, or domestic partner gives birth or adopts a minor child may be granted up to three (3) days leave without reduction in salary. If complications occur requiring their presence at home for a longer period of time, such leave will be charged to personal necessity. If leaves under this policy exceed three (3) days, plus three (3) available personal necessity leave days, additional days may be charged to the Family Leave Act.

SECTION 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 academic staff members. A sabbatical leave is a leave granted to an employee 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 teacher service.
 - 2. Improvement of professional competence and stature as a service both to the individual teacher and the District.
 - 3. Encouragement of continuity of service in the District.
- C. Sabbatical leave shall be granted only to employees 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 person from the total academic staff.
- D. A faculty 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 him/her in the making of a recommendation to the Board. Committee representation shall include a faculty member appointed by the Academic Senate, an administrator appointed by the Superintendent/President, and a faculty 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 faculty 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 academic employees 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 employee on sabbatical leave will receive such other medical and life insurance benefits as are offered to all instructors in active service if such plans permit.
- I. Employees 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. An employee 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 employee wishes to receive the sabbatical leave compensation in regular monthly payments while on leave. No bond is required if the employee 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 employee 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. An academic employee 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 employee should check with STRS guidelines/representative for current ruling.

SECTION 19. PERSONAL

The Board recognizes that circumstances in the lives of the employees 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 employees.

- A. Any regular full-time permanent employee 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 employee 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 terminating a maternity leave as provided in the policy on maternity leave.

ARTICLE VII GRIEVANCE PROCEDURE

SECTION 1. DEFINITIONS

- A. A grievance is a complaint by any employee 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 employees 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. "Faculty" 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.

SECTION 2. GENERAL APPLICATION

- A. The grievant faculty shall have the right to be represented by himself/herself, 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 faculty, or at his/her 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 faculty, or his/her 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.

SECTION 3. PROCEDURE

- A. Step One: Any faculty within the bargaining unit shall first discuss the grievance with the appropriate supervisor, either by himself/herself, or accompanied by such other persons as described under Section 2, General Application (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 his 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, he/she 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.

SECTION 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 his/her 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 VIII SAFETY CONDITIONS OF EMPLOYMENT

SECTION 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 eligible employees.

SECTION 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 eligible employees as part of the District's overall insurance coverage.

SECTION 3. PERSONAL PROTECTION

- A. Eligible employees 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 employee taking such reasonable and prudent actions have civil or criminal complaints brought against them as a result of such action, the District and the employee shall stand together in their common defense.
- C. Eligible employees 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, he/she 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 eligible employee is threatened during the course of his/her employment because of the behavior of any Palo Verde College student, employee, or member of the community at large, said employee shall expediently report the threat to the Superintendent/President, or in his 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 employee 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 with access to their 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 faculty member's class or activity under the sponsorship of a faculty member with the intent to disrupt, obstruct, or to inflict damage to property or bodily injury of the faculty, the instructor shall expediently report such interference to the Superintendent/President, or in his 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 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 with access to their due process rights.
- I. Whenever a Palo Verde College student, employee, or member of the community at large, upbraids, insults, or verbally abuses an instructor in the presence of the instructor 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 instructor is required to be at such other place in connection with assigned activities or college-sponsored activities, said instructor shall expediently report the incident to the Superintendent/President, or in his 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 with access to their due process rights.
- K. When any threatening behavior is perpetrated by a non-student, the instructor may report it immediately to the Superintendent/President or other administrator and/or take appropriate action by himself/herself as provided by Sections 87707, 87708, and 87709 of the Education Code.

SECTION 4. *LOSS OF PROPERTY and / or BENEFITS*

- A. Any District employee (or employees) who suffers either loss or damage to personal property or undue loss of benefits arising out of the legitimate performance of their 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 employee 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 an employee's personal property is being used in the performance of their duties, that equipment must be registered with Administrative Services 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 IX 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.

SECTION 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.”

SECTION 2. PROCEDURES

- A. The District shall apprise employees of the rules, regulations, and statutes that may lead to discipline. The District shall also have the right to apprise an employee that they have 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 VII, 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 X CONSULTATION

SECTION 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.

SECTION 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 his/her appointees, and the District Superintendent/President and two of his/her 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.

SECTION 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 XI ATTESTATION

SECTION 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, 2007 through June 30, 2010) 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.
- C. **Other than amendments** and deletions herein contained, all other provision of this Agreement, dated July 1, 2007 through June 30, 2010, shall remain in effect until superseded.

SECTION 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.

SECTION 3. LIMITED REOPENERS

During the three (3) years of this agreement each party may re-open the contract for negotiation on any three (3) issues during each year of the contract with the following exception: Any re-opener to Section II of the contract must be agreed to as a re-opener and thus an item for negotiation by both the Association and the District in advance and shall be considered to be one (1) of each party's three (3) re-openers for that year of the Agreement.

SECTION 4. TERM OF THE AGREEMENT

The term of this Agreement shall be three (3) years, extending from July 1, 2007 to June 30, 2010.

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

SECTION 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

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. 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 (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

