Agreement between the

Imperial Community College District

And the

Imperial Valley College Chapter

of the

Part-Time Faculty Association

Academic Years 2017-2019

Table of Contents

ARTICLE 1	RECOGNITION	1
ARTICLE 2	ASSOCIATION RIGHTS	2
2.1	Distribution of Materials	2
2.2	Access	2
2.3	Board of Trustees Meetings	2
2.4	Use of Facilities	2
2.5	Personnel Files	2
2.6	Distribution of Agreement	3
2.7	Dues & Agency Fee Deductions	3
2.8	Rosters	4
2.9	Stipend(s) for Representational Matters	5
2.10	General Rights	5
ARTICLE 3	UNIT MEMBERS' RIGHTS	6
3.1	General	6
3.2	Personnel Files	6
3.3	Travel Expense Payment	7
3.4	Shared Office Space	7
3.5	Personal Property Liability Coverage	7
3.6	Notification of Full-Time Permanent & Temporary Faculty Positions	8
ARTICLE 4	DISTRICT RIGHTS	9
ARTICLE 5	ACADEMIC FREEDOM	11
ARTICLE 6	LEAVES	12
6.1	Sick Leave	12
6.2	Bereavement Leave	13
6.3	Personal Necessity/Personal Leave	14
6.4	Jury Duty or Witness Leave	14
6.5	Industrial Accident and Illness Leave	14
6.6	District Authorized Leave	15
6.7	Extended Illness Leave	15
6.8	Part-Time Faculty Catastrophic Leave Program	15
6.9	Parental Leave	16
ARTICLE 7	SAFETY	18
7.1	General	18
7.2	Emergency Procedures	18
ARTICLE 8	EVALUATION OF UNIT MEMBERS	19
8.1	General	19
8.2	Evaluation Procedure	19

ARTICLE 9	GRIEVANCE PROCEDURES	21
9.1	Purpose	21
9.2	Definitions	21
9.3	Rights	21
9.4	General Provisions	23
9.5	Procedure	23
ARTICLE 10	WORKLOAD	25
10.1	Load	25
10.2	General Assignment Procedure	25
10.3	Non-Teaching Faculty Assignment Procedure	27
10.4	Class Size	27
10.5	Large Quota Classes	28
10.6	Combined Course Section	29
10.7	Final Grades	30
10.8	Office Hours	30
10.9	District Committees	31
ARTICLE 11	DISCIPLINE	32
11.1	General	32
11.2	Progressive Discipline	32
ARTICLE 12	COMPLAINTS	34
ARTICLE 13	SALARY	35
ARTICLE 14	RETIREMENT	36
ARTICLE 15	MAINTENANCE OF STANDARDS	37
ARTICLE 16	SAVINGS AND STATUTORY CHANGES	38
ARTICLE 17	DISTANCE EDUCATION	39
17.1	Distance Education Additional Training and/or Course Management System Transition Compensation	39
ARTICLE 18	RIGHT OF FIRST REFUSAL FOR NEW COURSE DEVELOPMENT	40
ARTICLE 19	EFFECTS AND TERMS OF AGREEMENT	41
EXHIBITS TO THE AGREEMENT		
EXHIBIT A	Grievance Forms	42
EXHIBIT B	Employee Conflict Resolution Form	46
EXHIBIT C	Faculty Evaluation Forms	47
APPENDIX'S TO THE AGREEMENT		
APPENDIX A	Memorandum of Understanding Regarding the Prison Pilot Program	

ARTICLE 1 RECOGNITION

The Board of Trustees of the Imperial Community College District, hereinafter referred to as the "Board" or the "District," hereby recognizes the Imperial Valley College Part-Time Faculty Association Community College Association/California Teachers Association/ National Education Association (IVC PTFA CCA/CTA/NEA), hereinafter referred to as the "Association" or the "IVC PTFA CCA/CTA/NEA," as the sole and exclusive representative of all part-time faculty and shall exclude full-time faculty, all management and confidential employees and all other employees who hold positions not requiring certification qualifications.

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

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

ARTICLE 2 ASSOCIATION RIGHTS

2.1 Distribution of Materials

The Association shall have the right to distribute organizational materials on District property. The distribution of organizational materials shall take place in such a manner that unit members are not distracted from performing their duties. The Association shall have the right to use bulletin boards, mailboxes, telephone system, the college interoffice mail system, and the college email system in accordance with the Computer and Network Use Policy and Procedures (AP3720). Organizational materials placed in staff mailboxes or posted on the bulletin board shall bear the name of the Association and the date of distribution or posting. Only those organizational materials officially authorized by the Association Chapter President shall be distributed. The Association agrees to provide to the Superintendent a courtesy copy of each organizational material to be posted or distributed upon request.

2.2 Access

Association representatives shall have the right of access to areas in which employees work. Association representatives may engage in recruiting activities and conduct official Association business including representation in grievance procedure matters on District property provided they do not interfere with employees during hours of duty assignment. Faculty Association representatives shall be granted a minimum of 15 minutes of unpaid time at the end of all district meetings for faculty Association business upon request of the Association. Within thirty (30) calendar days of ratification of this Agreement by both parties, and within thirty (30) calendar days of the start of each academic year in which this agreement is in effect, the Association shall provide the Chief Human Resources Officer (CHRO) with the names, titles, addresses, and telephone numbers of Association representatives.

2.3 Board of Trustees Meetings

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

2.4 Use of Facilities

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

2.5 Personnel Files

The Association shall have the right to review the personnel files of bargaining unit

members upon the written authorization of the member or when the member accompanies the Association representative. The written authorization shall specify those documents to be reviewed. Arrangements for review of said files shall be made in advance with the Human Resources Office.

2.6 Distribution of Agreement

The District will compile 15 paper copies of the CBA (contract) for the Association and also post/maintain the CBA electronically within 45 days of ratification.

2.7 Dues and Agency Fee Deductions

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

2.7.1 Deductions for membership dues shall be made upon the submission in writing of a duly executed authorization by the unit member;

The District shall put into effect any new or changed dues deduction or agency fee during the month in which the request is submitted provided that the request was received by the District payroll office prior to the tenth calendar day of the month. Otherwise the District shall put into effect such requests in the following calendar month.

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

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

The Boys and Girls Club of Brawley
Cancer Resource Center of the Desert
Humane Society of Imperial County
Imperial Valley Literacy Volunteers of America
Police Activities League (PAL) of Brawley, Calexico, or El Centro
Sure Helpline Center
Center for Family Solutions

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

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

2.7.5 With respect to all sums deducted by the District pursuant to sections above, whether for membership dues or agency fee, the District agrees to remit such moneys promptly to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.

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

2.8 Rosters

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

2.9 Stipend(s) for Representational Matters

Reasonable release time shall be granted to designated Association representatives for the purposes of negotiations and the administration of this Agreement at no loss of salary or other benefits. The Superintendent/President or his designee may grant District Authorized Leave to Association representatives to attend to Association business or to participate in state or national affiliate conferences or conventions that are deemed to be beneficial to the District.

In addition, the District shall pay 375 hours per fiscal year at the current hourly rate for Association Representation time. The Association shall notify the District of the names of the unit members receiving this representation time at the start of each semester.

2.10 General Rights

The Association has the right under the Educational Employment Relations Act to represent bargaining unit members in their employment relations with the District. Nothing in this Agreement shall be construed as a waiver of such rights.

ARTICLE 3 UNIT MEMBERS' RIGHTS

3.1 General

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

3.2 Personnel Files

The personnel files of each bargaining unit member shall be maintained in the District's Human Resources Office.

There shall be a single personnel file for each unit member.

Information of a derogatory nature shall not be entered or filed in the unit member's official personnel file unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory statement, her/his own comments thereon.

Materials in the personnel file of a unit member, except as noted below, shall be made available for inspection by the unit member involved. Unit members shall have the right to inspect and obtain a copy of personnel file materials. Upon authorization by the unit member, an Association representative may review the unit member's file or accompany the unit member in her/his review of the file. Material which may be excluded from inspection shall be limited to ratings, reports or records which:

Were obtained prior to the employment of the unit member involved.
Were prepared by identifiable examination committee members.
Were obtained in connection with a promotional examination.

All material placed in a unit member's personnel file shall be dated and signed by the person who caused the material to be prepared. Material shall be added in a timely fashion and in no circumstances shall material be added that is over three (3) months old. Documents created within this three (3) months' time limitation shall not include references to other documents or events in excess of this three (3) month limitation.

The District is prohibited from basing decisions affecting the assignment, discipline, or status of employment of a unit member upon materials not contained in or events not referenced in the personnel file.

Access to a unit member's personnel file shall be limited to a "need to know" basis. Access authorization must be obtained from either the Superintendent or Superintendent's designee. The contents of all personnel files shall be kept in strictest confidence. The District shall keep a log indicating the persons who have requested to examine a personnel file, as well as the dates such requests were made. Such log shall be available for examination by the unit member or her/his authorized Association representative.

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

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

3.3 Travel Expense Payment

Unit members shall be compensated by the District for the actual and necessary expenses, including traveling expenses, incurred in the course of performing services that have been pre-authorized by the District.

Mileage reimbursement can be claimed by unit members assigned to more than one area in the District on the same day. Distance allowed will be for those miles between areas or other assigned locations other than the distance between home and College. The mileage rate will be such amount as allowed by IRS Regulations. Mileage does not have to be preauthorized.

3.4 Shared Office Space

The district shall provide at least one common office spaces on the main campus for unit members to work and meet with students.

Unit members will have, without charge to the unit member, access to available secretarial support, printing and media equipment and supplies, e-mail accounts, Web pages and campus Internet, mailboxes, staff parking permits, identification, and library cards.

The District will provide table(s), chair(s), telephone(s), computer(s) with Internet access, for use by unit members.

3.5 Personal Property Liability Coverage

The District shall protect bargaining unit members from loss of personal property while acting in the discharge of their duties. The District shall fully reimburse bargaining unit members for such losses resulting from any property being lost, stolen, damaged, soiled, or destroyed only if the unit member has registered this property with the District Purchasing Department and the District Vice-President of Instruction or Vice-President of Student Services has agreed in writing that said personal property is necessary for completion of job duties for the District.

3.6 Notification of Full-Time Permanent and Temporary Faculty Positions

The District shall send an electronic message (via IVC email) to all part-time faculty unit members five (5) days prior to the opening of a position for a Full-Time Permanent or Temporary Faculty position (FTP). The email will give a description of the position along with instructions on how unit members can express their interest in the position. There is no guarantee or promise of either an interview or appointment for these positions.

ARTICLE 4 DISTRICT RIGHTS

4.1 All matters not specifically covered by 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:

4.2 The legal, operational, geographical, and organizational structure of the district, including the chain of command, division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees.

4.3 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 incident 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 information process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures.

4.4 The acquisition, disposition, number, location, types, and utilization of all district properties, whether owned, rented, leased or otherwise controlled, including all facilities, grounds, parking areas, and other improvements.

4.5 All services to be rendered to the public and to district personnel in support of the services rendered, including entering into contracts with private and public vendors for service to the public; the nature, methods, quality, quantity, frequency and standards of services, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment, and tools to be used in connection with such services; including educational, support, construction, maintenance, and repair services.

4.6 The utilization of personnel not covered by this Agreement, including, but not limited to, substitutes, casual and provisional personnel, consultants, and supervisory or managerial personnel, and the methods of selection and assignment of such personnel.

4.7 The educational policies, procedures, objectives, goals, and programs, including those relating to curriculum, course content, textbook selection, educational equipment and supplies, student admission, student attendance, student advancement, student guidance, grading, student testing, student records, health and safety, student conduct, student discipline, transportation, food services, racial and ethnic balance, student extracurricular and co-curricular activities, emergency situations, and the substantive and procedural rights and obligations of students, parents, other personnel, and the public with respect to such matters.

4.8 The selection, classification, direction, assignment, promotion, demotion, discipline, and termination of all personnel of the district; and equal employment opportunity policies and programs; and the determination as to whether and when a job opening exists. The job classifications, content and qualifications thereof.

4.9 The duties and standards of performance for all bargaining unit members, and whether any bargaining unit member adequately performs such duties an meets such standards.

4.10 The dates, times, and hours of operation of district facilities, functions, and activities, work schedules and the school calendar.

4.11 Safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies, and equipment, including the various rules and duties for all personnel with respect to such matters.

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

ARTICLE 5 ACADEMIC FREEDOM

Academic freedom is essential to the education of students and the District acknowledges the fundamental need to protect unit members from any censorship or restraint which might interfere with the unit member's obligation to pursue truth in performance of their work functions.

ARTICLE 6 LEAVES

6.1 Sick Leave

All unit members shall be granted paid sick leave equal to one (1) hour for each lecture or lab hour assigned for each term (Fall, Winter, Spring, or Summer) where each hour consists of sixty (60) minutes, so that the total number of working hours per week is equal to the total number of sick leave hours granted for the semester.
Sick leave unused in one term will be accumulated indefinitely, and be made available to unit members in subsequent terms of employment. Sick leave shall be accumulated during any term the unit member works.

On the first service day of each term the District shall provide every unit member that member's total number of sick leave hours accumulated and the total number of sick leave days and hours available for the ensuing term.

Available sick leave may be used as of the first day of the term.

6.1.1 Transfer of Accumulated Sick Leave

Should the unit member leave the District and attain employment in any other California school or college district, all unused accumulated sick leave will be transferred to the other California school or college district upon the written request of the unit member. Should the unit member be hired full time by the District, all unused accumulated sick leave shall be transferred to the new position.

Unit members who have accumulated sick leave in another California school or college district may request the district of previous employment to send an official verification of the accumulated sick leave to the CHRO Imperial Valley College who shall, in turn, credit such leave to the unit member's sick leave balance.

6.1.2 Use of Sick Leave

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

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

Unit members using sick leave shall return a Weekly Absence Report to the department or division no later than ten (10) calendar days after return from the absence.

6.1.3 Traditionally Delivered Classes

In cases where the absence of the unit member will lead to the cancellation of more than one week, or the equivalent, of consecutive class meetings, the Dean in the instruction area will make every effort to obtain a substitute instructor for the course during the duration of the unit member's illness.

6.1.4 Non-teaching Assignments

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

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

6.1.5 Verification of Illness

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

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

6.2 Bereavement Leave

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

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

In individual cases and at his/her discretion, the Superintendent/President may enlarge the benefits of this section by granting additional days of bereavement leave, and may expand the class of relatives listed below as members of the immediate family. Member of the immediate family, for the purpose of this section, shall mean the mother, father, child, grandmother, grandfather, or grandchild of the unit member or of the spouse or domestic partner of the unit member; and/or the spouse or domestic partner of the unit member; and/or the son-in-law, daughter-in-law, brother, brother-in-law, sister, or sister-in-law, of the unit member; or any relative living in the immediate household of the unit member.

6.3 Personal Necessity/Personal Leave

A member of the bargaining unit may, at his/her election, designate up to a maximum of 60% of granted sick leave for personal necessity.

6.4 Jury Duty or Witness Leave

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

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

6.5 Industrial Accident and Illness Leave

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

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

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

During such leave the unit member shall endorse over to the District the temporary disability indemnity checks received as a result of the industrial accident or illness. The District, in turn, will issue to the unit member salary warrants for his/her full salary. Upon the termination of such a leave, the unit member will be entitled to sick leave in accordance with such provisions in this Agreement. The first day of sick leave shall be the workday immediately after the termination of the industrial accident or illness leave.

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

6.6 District Authorized Leave

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

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

6.7 Extended Illness Leave

A unit member who is absent from his or her duties on account of illness or accident for a period of 5 months or less whether or not the absence arises out of or in the course of the employment of the employee shall receive 50% of his or her salary after all regular sick leave has been exhausted. (Ed. Code Section 87786)

Unit members who are unable to return at the beginning of a semester due to illness or injury will not be provided an assignment for that semester. Unit members will maintain seniority rights and reemployment preference for two consecutive semesters. If the unit member is unable to return to work after two full semesters due to illness or injury, the unit member will be removed from the reemployment preference list.

6.8 Part-Time Faculty Catastrophic Leave Program

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

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

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

1. the employee who is, or whose family member is, suffering from a catastrophic illness or injury requests in writing that eligible leave credits be donated and indicates to the District the approximate number of leave credits needed;

2. the employee provides verification of catastrophic injury or illness to the District by providing written documentation from the attending medical/health care provider and the District verifies that the employee is unable to work due to the employee's or his or her family member's catastrophic illness or injury;

3. the employee has exhausted all accrued paid leave credits.

If these conditions are met, and the District approves the transfer of eligible leave credits, any unit member may, upon giving written notice to the District, donate accumulated contract sick leave credits at a minimum of three (3) hours and in one (1) hour increments thereafter.

The maximum amount of time for which donated leave credits may be used by the receiving unit member is not to exceed the remainder of the current college term.

The employee who receives paid leave pursuant to this section shall use any leave credits that he or she continues to accrue prior to receiving donated leave credits.

All transfers of eligible leave credit are irrevocable.

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

6.9 Parental Leave

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

If a unit member has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent because of parental leave, the amount deducted from the salary due him or her for any of the remaining portion of the 12-week period in which the absence occurs will be paid at no less than 50% of the employee's regular salary per Article 6.7 above.

If a unit member has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent because of parental leave, the amount deducted from the salary due him or her for any of the remaining portion of the 12-week period in which the absence occurs will be paid at no less than 50% of the employee's regular salary District counterproposal 11-6-17

Note: parental leave pay must be the same method as extended illness leave, per Ed Code 87780.1.

Parental leave must be taken within 12 months of the date of birth/placement of the child. The 12 work weeks do not have to be taken consecutively. The 12 weeks are workweeks, so if a unit member is scheduled to work four days a week, they are entitled to 12 four-day weeks off.

Unit members must have been employed by the District for a period of 12 months prior to taking the leave. The requirement of 12 months of employment is satisfied by completing two consecutive semesters. A unit member shall not be provided more than one 12-workweek period for parental leave during any 12-month period.

If both parents are unit members, both shall be entitled to take this leave.

ARTICLE 7 SAFETY

7.1 General

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

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

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

The District agrees to respond in writing within five (5) working days to any unit member who makes such a written report of an unsafe working condition. Such response shall explain the District's evaluation of the working condition, the intent and plan for remedy of the unsafe working condition if the District has deemed that such remedy is appropriate, and a general timetable for such remedy. In determining said timetable the severity and potential bodily harm of the unsafe condition shall be of paramount importance. There shall be no reprisals by the District on unit members who report safety concerns.

7.2 Emergency Procedures

The District shall develop policies and procedures for emergency situations. The appropriate procedures for notification and response during emergency conditions shall be communicated to the unit members in written form once each fiscal year during the Faculty and Staff Orientation in August or whenever substantial changes are made to these procedures during the fiscal year.

Members of the bargaining unit agree that in the case of a declared natural disaster emergency which results in the modification of the academic calendar, service days will be adjusted to meet the required student contact hour requirements without additional compensation.

ARTICLE 8 EVALUATION OF UNIT MEMBERS

8.1 General

8.1.1 All information is confidential.

8.1.2 A pre-evaluation meeting is encouraged but not required.

8.1.3 The substance of the evaluation is not subject to grievance, but the evaluation process is.

8.1.4 The evaluation team shall consist of two of the three following classifications of employee: appropriate area Vice President, the appropriate Dean, or designated full-time tenured faculty member from the same or a related discipline as the unit member.

8.1.5 Each semester the area Dean will forward a list of names of the unit members to be evaluated and the names of the evaluators for each unit member to the office of the area Vice President. Unit members to be evaluated shall be notified at the same time. If one of the evaluators is a full-time faculty member, the unit member shall have one opportunity to reject the selected full timer on the evaluation team.

8.1.6 Unit members shall be evaluated during the initial semester of employment and at least once every three years thereafter.

8.1.7 If there is a break in service of two academic years, the unit member will be evaluated within the first year of re-employment.

8.2 Evaluation Procedure

8.2.1 The content of the forms to be used in the classroom observations shall be appended to this agreement as Exhibit C. Additional ingredients and objectives of the evaluation and the time for the post-evaluation conference may be set at a pre-evaluation conference.

8.2.2 If the pre-evaluation conference is requested, the unit member and evaluator must fill out a pre-evaluation form (Exhibit C).

8.2.3 The classroom observation will take place within 25 days of the pre-evaluation conference or of the mutual agreement referred to in 8.2.1 above.

8.2.4 The length of the classroom observation is to be no less than one 50-minute period but may be lengthened at the discretion of the evaluator. Each evaluator shall conduct one classroom observation in the semester of evaluation. There may be two classroom observations in a semester if an additional observation is mutually agreed to by the unit member and the evaluator(s)

8.2.5 The evaluator must complete all forms during or immediately following the classroom observation; notes may be taken during the visit.

8.2.6 The evaluator must discuss the evaluation results with the unit member at a post-evaluation conference, which must be held within twenty (20) workdays of the classroom observation.

8.2.7 The purpose of the post-evaluation conference shall be for the evaluators and the unit member to review the results of the observation visit(s), to identify and communicate the strengths and weaknesses of the unit member, and to identify and communicate any areas that may be in need of improvement.

8.2.8 A copy of the final, signed evaluation forms shall be given to the (part-time teaching) unit member and the original evaluation form will be placed in the unit member's personnel file by 2 weeks prior to the end of the term. The deadline may be extended by mutual consent of the unit member and the evaluator.

8.2.9 The District shall supply the student evaluation forms (the same forms used for full-time faculty) which are available on the District website (Attachment C).

8.2.10 Student evaluation procedures shall mirror the full-time faculty collective bargaining agreement.

8.2.11 In the event the evaluation recommends improvement, no later than 10 days after the post-evaluation conference, the evaluated unit member shall respond in writing to the recommendations. The response shall be filed with the appropriate administrator and also attached to the evaluation paperwork.

8.2.12 The evaluators and the unit member shall develop a written plan specifying the requirements for improvement of performance and follow-up. A follow-up evaluation shall be conducted by the same evaluator(s) in the subsequent semester and the unit member drops to the bottom of the seniority list and can only select one (1) class during the semester.

8.2.13 If a follow-up evaluation is conducted per 8.1.12 which results in a performance evaluation (Appendix E or F) which is 75% or more rated "less than competent" the unit member will lose their seniority date for scheduling purposes.

The unit member will be reevaluated in each semester they work. Once the Unit Member achieves and evaluation which is more than 75% "less than competent" the original seniority date will be reinstated. If the Unit Member receives two (2) consecutive semester of 75% "less than competent" evaluations the District will not rehire the Unit Member.

ARTICLE 9 GRIEVANCE PROCEDURES

9.1 Purpose

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

9.2 Definitions

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

A "grievant" is (1) a member of the bargaining unit, (2) a group of members, or (3) the Association, any one of which alleges a violation, misapplication, or misinterpretation of this Agreement.

A "workday" is any day during which the administrative offices of the District are open for business.

9.3 Rights

9.3.1 Informal Resolution

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

9.3.2 Representation

At any and all times throughout the grievance process the grievant shall have the right to representation by the Association or by any other representatives of the grievant’s choice. A grievant may choose self-representation or representation by the Association.

9.3.3 Timeliness

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

9.3.4 Notification

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

When a supervising administrator is notified of the intent by a unit member to resolve a grievable situation at level one, the administrator will contact the

Association president and/or grievance officer with information about the grievance and the Association shall be given the opportunity to attend the level one informal meeting.

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

9.3.5 Grievant Release Time

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

9.3.6 Grievance Witnesses

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

9.3.7 Documentation

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

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

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

9.3.8 No Reprisals

No reprisals of any kind will be taken by the District or by any member or representative of the administration or the Board against any grievant, any party in interest, any bargaining unit member, the Association, or any other participant in the grievance procedure by reason of such participation.

9.4 General Provisions

9.4.1 Group Grievance/Policy Grievance

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

9.5 Procedure

9.5.1 Level One-Informal

Within thirty (30) workdays after the grievant knew or could reasonably have known of the event or condition upon which the alleged grievance is based, the grievant shall meet with the appropriate supervising administrator to attempt to resolve the alleged grievance. There will be no meetings during school recess periods unless mutually agreed upon by the grievant and the District.

9.5.2 Level Two-Formal

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

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

Within ten (10) workdays of the filing of the formal, written grievance, the grievant and the CHRO shall meet in an attempt to resolve the alleged grievance. There will be no meetings during school recess periods unless mutually agreed upon by the grievant and the District. The CHRO shall have ten (10) workdays after the formal meeting in which to render a written decision to the grievant.

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

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

9.5.3 Level Three – Superintendent/President

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

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

9.5.4 Advisory Arbitration

Within ten (10) days of such notification, representatives of the District and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator within the specified period, the Association shall request a list of Arbitrators from the State Mediation & Conciliation Service (SMCS). The selection of the arbitrator and the arbitration proceedings shall be conducted under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The Association and District shall each pay one-half (1/2) of any charges required by the SMCS for services rendered.

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

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

9.5.5 Level Four – Board of Trustees

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

Within ten (10) workdays of this hearing, the Board of Trustees will deliver to the grievant its written decision in regard to the grievance. The decision of the Board shall be final.

ARTICLE 10 WORKLOAD

10.1 Load

The maximum load for unit members in fall and spring semesters is 67% of a full-time faculty member's annual load. There is no maximum load for unit members in winter or summer intersessions.

10.2 General Assignment Procedure

Seniority is determined by original date of hire as part-time faculty, not prior service with the District as full-time faculty, administrators, or classified personnel. If two or more unit members have the same hire date, their seniority placement will be determined by the drawing of lots. If a unit member is not employed for twenty-four (24) months, they shall lose their seniority hire date, and if rehired, their new hire date will be their seniority date.

All unit members in a given discipline will be ranked according to seniority, with the most senior person being granted rank 1, the second most senior person being granted rank 2, and so on. If a unit member possesses qualifications to work in multiple disciplines, the unit member shall notify the Human Resources Department of said qualifications and upon verification be added to the seniority list of the additional disciplines.

Unit members shall be entitled to select classes once class(es) and/or hours have been assigned to Full-Time Faculty for the fall, and/or spring semester, winter intersession and summer session, including load and overload. Unit members will select their assignment prior to full-time faculty receiving assignments above their contractual limits for overload.

The "assignment" date for full-time faculty shall normally be 8 weeks prior the beginning of the fall or spring semester and winter and summer session respectively. If the District makes modifications to the course schedule in a discipline after unit members have selected courses but at least eight (8) weeks before the first day of the semester or session, which results in changes to a unit member's previously selected class schedule, all classes assigned to part-time faculty in that discipline for the semester or session will be re-selected.

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

If a class becomes available during the last week prior to the start of any semester or session, the District will contact all faculty, full-time or part-time, who are potentially eligible to teach the class, through email and by phone as soon as the District is aware of

the open course. Unit members who wish to teach the course must respond via email within six (6) hours of the notification, or no later than by 4 p.m. of the same day if notification of the opening was made prior to 10 a.m. The class will be assigned to full-time faculty who responded first and then to part-time faculty members in seniority order.

However, in the event a District initiated action creates the need for a full-time faculty, including new hires, to bump part-time faculty to maintain full-time contract load, the part-time faculty member bumped shall be entitled to bump the least senior part-time unit member. Also, in the event a full-time unit member bumps a part-time to maintain a previously assigned overload due to a District initiated action, the part-time unit member bumped can elect to receive compensation equivalent to that he/she would have received if the unit member had taught the class or bump the least senior part-time unit member who shall, in turn, receive the equivalent compensation for the class from which he/she was bumped.

10.2.1 Course Assignment Procedure

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

Department Chairpersons will offer to all qualified unit members in their divisions or departments the opportunity to select course assignment(s) according to the following procedure after full time unit members have selected their assignments, utilizing a priority selection system based upon seniority.

1. The Division Chair or designee shall notify all unit members on their seniority list of the date that the course selection shall begin at least five work days prior to the selection process. The list of courses in the discipline to be offered for that semester or session shall be offered first to the rank 1 member. That member will have the opportunity to select up to the maximum amount of load allowed by law (67% of a full-time faculty load). If the unit member doesn't respond within two business days, they may be skipped for that round of scheduling.

2. The list will then be passed on to all the remaining unit members in order, with each selecting courses as outlined above.

3. Once all the unit members have selected their course(s), the list, if any courses are remaining, will return to the member ranked 1, who will then select one additional course if desired.

4. The rounds will continue in order until all courses are selected or unit members have met the 67% of a full time load legal maximum. If any courses remain unselected, then the Department Chairperson will offer the courses to qualified unit members outside the discipline, if any, and/or new hires.

5. Unit members assigned a course may be bumped by another unit member with more seniority if that unit member was bumped because a full time faculty member needed to make load, but not for overload purposes.

10.2.2 Special Program Course Assignment

Certain academic programs including but not limited to POST and Nursing are overseen by outside agencies that require program instructors have qualifications or certifications beyond the minimum qualifications established for the discipline as a whole. In these programs, the Program Director has the right to assign instructors to each course based upon the unique qualifications for instructors of the course and established by these outside agencies. Only in cases where two or more unit members have the exact same qualifications and experience will the Program Director include seniority as a criterion in course assignment. If the unit member(s) who are not selected for the position request a rationale for the non-selection, it will be provided by the District within 10 working days.

At the beginning of each academic year, the Program Director in each of these programs should provide a detailed listing of the qualifications or certifications required to teach each specific course in these programs so that unit members who may be interested in potentially teaching courses in these programs in the future, may seek to acquire the necessary experience or education to be eligible to teach these courses.

10.3 Non-Teaching Faculty Assignment Procedure

Currently employed unit members in non-teaching assignments shall be offered the maximum amount of hours allowable by law in order of seniority prior to hiring additional non-teaching unit members within their program area.

10.4 Class Size

It is the intent of the parties that present class size quotas for all classes offered within the District shall continue for the duration of this Agreement.

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

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

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

1. If a small group of students needs a certain course for graduation or program completion and no substitute course is available;

2. If a new course is inaugurated and it is believed that continuing the course with a small number of students will enhance the potential growth of the course;

3. If a course is offered that is an important part of the curriculum (e.g. part of a Program Pathway) and the instructor's class sizes in other assigned courses are above average;

4. If it is deemed wise to offer special studies, individual studies, and honors courses which naturally have a small class size.

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

10.5 Large Quota Classes

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

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

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

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

Without exception, enrollment in a course shall not exceed 100% over course quota. The compensation formula will be based upon the verified total enrollment in the course as per the official census count as determined by the office of Admissions and Records. Any instructor who is found to have intentionally inflated the census count by not eliminating non-attending students will receive no additional compensation.

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

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

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

10.6 Combined Course Sections

Upon the approval of the Vice President for Academic Services, or designee, multiple sections of the same course may be assigned for lecture purposes in the large lecture halls (aka Combined Course Sections). Unit members teaching these combined sections will receive the same compensation as they would have had the sections been offered in

separate classrooms. If the second or third section does not meet at least the minimum of eighteen (18) students as of census, that additional section will be cancelled and the instructor will receive a stipend using the compensation formula in Article 10.5. Under no circumstance shall an instructor teach in excess of 67% of a full-time faculty load.

10.7 Final Grades

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

10.8 Office Hours

Effective Spring 2018, Unit members with teaching assignments in Fall or Spring semesters will be paid for office hours served in order to support student success. Performance of office hours are optional and must be pre-approved by the appropriate Dean or Vice President. Office hours will not be rejected without good cause in writing.

Number of Units Teaching	Number of Paid Office Hours per Week
2.99 or less	.5
3-6	1
6.01 or more	2

Office hours are compensated at half of the current hourly rate. Unit members must submit an office hour service form monthly in order to be paid.

Office hours can be held either online, via social media, or in a traditional face to face meeting on campus which best meet the needs of the students. At least 50% of the approved office hours must be held on campus. If office hours are held online or via social media, unit members are expected to be available to respond to students through email, a discussion board, chat board, or other means of communication, as appropriate. Unit members should respond in a timely manner to all student inquiries during the work week. A unit member will make every effort to meet with a student who requests a meeting by appointment if the student is unable to meet during regular scheduled office hours.

Unit member contact information, preferred method of contact, and scheduled office hours must be included in the course syllabus. In the event it is necessary to make long-term or permanent changes in scheduled office hours at any time during the semester, the unit member shall notify students and make corrections on the submitted schedule and notify in writing the appropriate Department Chairperson, Dean, and the Vice President for Academic Services. The unit member shall notify students of temporary changes of short duration, and the division secretary shall be notified.

10.9 District Committees

There will be a Part-Time Faculty seat on the following District committees, to include any related subcommittees:

1. Academic Senate
2. Professional Development Committee
3. Distance Education

Services on additional committees will be at the discretion of the District. Unit members will be compensated at their hourly rate for participation in these committees.

As office hours were not able to be implemented in Fall 2017, each unit member who was employed during Fall 2017 will receive a one-time off schedule bonus of 2% on base salary earned during Fall 2017.

ARTICLE 11 DISCIPLINE

11.1 General

The parties recognize that unit members do not accrue permanency under California law. Unit members not hired at the start of a semester shall not be considered to have been dismissed.

Unit members may receive disciplinary notice, at various levels, for any reason that the supervisor and District find appropriate. However, dismissal after the start of a semester or session should occur for one of the following causes:

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

11.2 Progressive Discipline

Although any of the following may be issued based on the type of issue(s) and determined severity, disciplinary action generally follows the process below:

Step 1: Written Warning
Step 2: Suspension (either with or without pay)
Step 3: Dismissal

At any step during a disciplinary action meeting, the unit member may request that a representative of the Association be present or the unit member may choose to employ legal counsel on his/her behalf, at his/her own cost.

At steps 2 or 3 the unit member may choose to respond in writing to the accusation and have such response attached to the District's paperwork.

Unit member shall be provided copies of all relevant information/paperwork upon which the decision to suspend or dismiss was reached in order to prepare a response in his/her defense. A unit member may request (in writing) to meet with the CHRO to present their defense (including evidence), who shall arrange for a meeting within fifteen (15) work days of the disciplinary issuance. The CHRO shall make a final written determination based on all evidence provided and notify the unit member of that determination with five (5) work days

At steps 2 or 3 the unit member may choose to respond in writing to the accusation and have such response attached to the District's paperwork.

Unit member shall be provided copies all relevant information/paperwork upon which the decision to suspend or dismiss was reached in order to prepare a response in his/her defense. A unit member may request (in writing) to meet with the CHRO to present their defense (including evidence), who shall arrange for a meeting within fifteen (15) work days of the disciplinary issuance. The CHRO shall make a final written determination based on all evidence provided and notify the unit member of that determination with five (5) work days of such meeting. If the unit member believes that the process has been violated, they may pursue a grievance.

Disciplinary action may result in a loss of seniority placement or contract non-renewal depending on the severity or pervasiveness of the infraction(s).

Disciplinary action for unsatisfactory performance must include the most recent evaluation or documentation of the unsatisfactory performance. Unit members will have an opportunity to correct the unsatisfactory performance prior to a loss of seniority placement or non-renewal of contract.

Disciplinary action which leads to a loss of seniority placement or non-renewal may be appealed to the appropriate Vice President within 15 work days of the notification of loss of seniority placement or non-renewal of contract. If the unit member believes that the process has been violated, they may pursue a grievance.

ARTICLE 12 COMPLAINTS

Complaints involving charges of harassment, crime (whether misdemeanor or felony), or charges of discrimination are explicitly excluded from consideration under this Article. Such charges shall be pursued under appropriate laws, policies and procedures.

If a unit member has a complaint about another unit member or another employee of the District, they shall use the Employee Conflict Resolution process outlined on the District website. An example of an Employee Conflict Resolution Form is attached as Exhibit B.

If a student files a written complaint against a unit member as outlined in the General Catalog under “Imperial Valley College Student Complaint Policy” the unit member shall be given a copy of the written complaint by the District prior to any interview or discussion about the complaint with the unit member.

Complaints which are withdrawn or shown to be false shall neither be placed in the complained-against unit member's personnel file nor utilized in any evaluation, assignment, or disciplinary or dismissal action against the unit member. Unit members who knowingly make false complaints may be subjected to disciplinary action by the District.

ARTICLE 13 SALARY

13.1 Unit members will be paid at the Full-Time Faculty overload rate effective July 1 of each fiscal year. As of July 1, 2017 this rate is $65 per hour.
Unit members who are assigned tasks directly related to their primary position responsibilities shall be compensated at their regular hourly rate (e.g. development of SLOs /SAOs,)

13.2 Unit members who participate in other pre-approved activities which are not a part of their normal primary position duties (e.g. attending the annual convocation, training sessions, committee meetings, screening/interview committees, etc.) shall be paid a rate of 50% of their regular hourly rate (e.g. $65.00 X .5 = $32.50); Pre-approval may only be granted by the appropriate Area Dean or Vice President. Reported time for these types of activities shall also be rounded to the nearest 15 minute (quarter hour) interval.

13.3 Stipend amounts which are offered to unit members shall be as follows for 2017-2018 in the table below. The formula for determining stipends is number of units X hourly rate X 16 X 1.125 = stipend amount. Stipend positions are ancillary work and are not included in the 67% work limit per Education Code 87482.5.

POSITION	UNITS	STIPEND
Academic Senate Secretary	3	$3,240
Fire Academy Coordinator	4	$4,320
Art Gallery Director (selected by the District)	3	$3,240
Head Coach, Men's Basketball	4	$4,320
Head Coach, Women's Basketball	4	$4,320
Head Coach, Baseball	4	$4,320
Head Coach, Softball	4	$4,320
Head Coach, Men's Soccer	3	$3,240
Head Coach, Women's Soccer	3	$3,240
Head Coach, Men's Tennis	3	$3,240
Head Coach, Women's Tennis	3	$3,240
Head Coach, Volleyball	3	$3,240
Head Coach, Women's Cross Country	3	$3,240
**Assistant Coaches for Basketball, Baseball and Softball	2	$2,160 per sport
**Assistant Coaches for Soccer, Tennis, Volleyball, and Women's Cross Country	1.5	$1,620 per sport
Hazardous Chemical Officer	2	$2,160
DSPS Interpreter Coordinator	3	$3,240
Professional Development Trainers (3 hours prep + hours of workshop) *(revisit in one year to review)	Per hour	
DE Course Evaluators (maximum of 8 evaluations per semester)	Flat stipend	$600/course
**Title IX Investigator/Trainer (up to 3 selected by the District)	Flat stipend	$2,400
Professional Development Coordinator (selected by the District)	Flat stipend	$2,400
**Maximum dollar amount allotted, regardless of number of incumbents.		

ARTICLE 14 RETIREMENT

Unit members may elect the STRS Defined Benefit (DB), STRS Cash Balance (CB) plan, or Social Security at the time of employment with the District. Unit members who elect the CB option may elect enrollment in the DB plan at any time by completing the required permissive election form which can be obtained from the Human Resources Office. Once a member elects the DB plan with the District, the election is irrevocable.

The District shall report 525 hours to STRS as one year of service credit.

Unit members may voluntarily contribute to a 403b or 457 plan via pre-tax payroll deduction.

ARTICLE 15 MAINTENANCE OF STANDARDS

The District shall not reduce or eliminate any benefits or professional advantages which were enjoyed by unit members as of the effective date of this Agreement unless otherwise provided by the express terms of this Agreement.

This Agreement shall supersede any rules, regulations, or practices of the District, except as provided above, which are, or may in the future be, contrary to or inconsistent with the express terms of this Agreement.

The parties to this Agreement shall not interpret or apply this Agreement, any of its terms, or the work rules, which implement this Agreement in a manner that is arbitrary, capricious, or discriminatory.

The parties shall administer this Agreement, all its terms, and the work rules which implement this Agreement with uniform application and effect. The parties shall treat all bargaining unit members equitably in the interpretation of this Agreement, its terms, and the work rules which implement this Agreement.

The parties represent that they know and understand that California law deems an implied covenant of good faith and fair dealing, to be a term and condition of this Agreement.

ARTICLE 16 SAVINGS AND STATUTORY CHANGES

If any provision of this Agreement or any application of this Agreement to any unit member or group of unit members is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect. It is further agreed that within ten (10) days of receipt of notification of the court's decision, negotiations shall commence regarding matters related to such provision.

Improvements, reductions, and/or eliminations in benefits included in this Agreement which are brought about by the amendment or addition of statutory guarantees now provided in California or federal law shall be incorporated into this Agreement.

ARTICLE 17 DISTANCE EDUCATION

Unit members may teach online courses as part of their normal part-time contract load. In order to teach online courses, the instructor must complete three online courses in instructional technology as prescribed by Imperial Valley College. Distance Education courses shall be paid in exactly the same fashion as traditionally delivered courses.

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

17.1 Distance Education Additional Training and/or Course Management System Transition Compensation

17.1.1 District Mandated Additional DE Training Courses

The cost of any District mandated (approved at the VP level) additional coursework or training of current online instructors after they have been teaching online courses for Imperial Valley College will be paid for by the District. "Cost" is limited to tuition only.

17.1.2 Online Instructor Compensation for Transitioning an Existing IVC Online Course to a New Course Management System

If the District changes the course management system in use at Imperial Valley College, current IVC online instructors will be compensated $200 for each current IVC online course to be transitioned. Stipend will be paid once the course transition is completed, approved by the DE Coordinator, and is being offered in the course schedule for students.

ARTICLE 18 RIGHT OF FIRST REFUSAL FOR NEW COURSE DEVELOPMENT

Unit members who develop new courses (traditional and/or online) shall have the right of first refusal to teach the course, regardless of the unit member's seniority status, for a period of two (2) consecutive academic years, including winter and summer sessions. Regardless of when a course was developed, the two-year right of first refusal commences the first semester the new course is taught.

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

ARTICLE 19 EFFECT AND TERMS OF AGREEMENT

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

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

This Agreement shall become effective upon ratification and shall continue in effect up to and including June 30, 2019.

The contract term is for 2017-2019, with no re-openers.

If the parties do not amend this Agreement, it shall continue in effect year by year.

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

Association

Michael W. Capeci, *PTFA President, Negotiator*

Joe Henderson, PTFA VP, *Negotiator*

Kaylene Elliott, *PTFA Negotiator*

District

John Lau, *District Negotiator*

Clint Dougherty, *District Negotiator*

Dr. Victor Jaime, *Superintendent/President*

EXHIBIT A

IMPERIAL VALLEY COLLEGE
GRIEVANCE FORM

As per Article 9 of the Agreement between the Imperial Community College District and the IVC PTFA/ CCA/CTA/NEA, a grievance is a formal, written allegation by a grievant that he or she has been adversely affected by a violation, misapplication, or misinterpretation of a specific provision of the contract.

Within twenty (20) workdays after the grievant knew or could reasonably have known of the event or condition upon which the alleged grievance is based, the grievant shall meet with the appropriate supervising administrator to attempt to resolve the alleged grievance. There will be no meetings during school recess periods unless mutually agreed upon by the grievant and the District.

Name of Grievant _____

Position of Grievant _____

Date and Time of Incident Giving Rise to the Grievance _____ _____
(Date) (Time)

LEVEL ONE: Informal Meeting with Appropriate Supervising Administrator

_____ _____
(Date) **(Name of Supervising Administrator)**

I, the grievant attest that I met with the above named administrator on the above date, and my grievance was not resolved to my satisfaction. I wish to proceed to Level Two of the grievance procedure.

_____ _____ _____
(Date) **(Signature of Grievant)** **(Name of Grievant)**

GRIEVANCE LEVEL TWO: Appeal to Chief Human Resources Officer (CHRO)

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

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

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

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

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

_____	_____	_____
(Date)	**(Signature of Grievant)**	**(Name of Grievant)**

Delivered to the Chief Human Resources Officer (CHRO)

Received By_____**Date** _____

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

Decision of CHRO: Attached separately (to include date delivered to Grievant and IVC PTFA Representative).

GRIEVANCE LEVEL THREE: Appeal to Superintendent/President

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

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

Please include all documentation submitted in Level Two and include the decision of the CHRO

Delivered to Superintendent/President

Received By_____**Date** _____

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

Signature of Grievant or IVC PTFA Representative_____

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

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

GRIEVANCE LEVEL FOUR: Appeal to Board of Trustees

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

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

Please include all documentation submitted in Levels Two and Three and include the decisions of the CHRO and of the Superintendent/President

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

Received By_____**Date** _____

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

Signature of Grievant or IVC PTFA Representative_____

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

The decision by the Board of Trustees is final.

EXHIBIT B

EMPLOYEE CONFLICT RESOLUTION FORM

This form is meant to serve as an optional way to allow employees to help informally resolve conflicts that don't rise to the level of discrimination, sexual harassment, or contract grievances. Those types of complaints have specific procedures, mandated by law, and you should contact the Human Resources office for assistance.

Name:_____ Date: _____

Position:_____ Immediate Supervisor: _____

Please outline the concern(s), which resulted in your decision to initiate this process. Specific examples / dates detailing your concern(s) are encouraged. Ensure to include the impact it has on the work environment. Feel free to attach additional pages if more space is necessary.

What specific remedies would help resolve this issue?

Employee's Signature:_____ Date: _____

Upon completion, submit to Human Resources. The form will then be forwarded through your chain of command. Within 15 working days the supervisor /administrator will respond to you in writing and will ask you to indicate if the issue has been resolved to your satisfaction (simply circle "Yes" or "No" below).

Date received in Human Resources_____	Received by _____	
Date submitted to Immediate Supervisor_____	Received by_____	Resolved: Yes No
Date submitted to area Administrator_____	Received by_____	Resolved: Yes No
Date submitted to area Vice President_____	Received by_____	Resolved: Yes No
Date submitted to President/Superintendent_____	Received by_____	Resolved: Yes No

EXHIBIT C

Faculty Evaluation Forms

IMPERIAL VALLEY COLLEGE
FACULTY SELF-ASSESSMENT

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

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

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

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

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

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

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

IMPERIAL VALLEY COLLEGE

EVALUATION PRE-OBSERVATION MEETING

Name of Faculty Member: _____

Date of Observation: _____

Discipline: _____

Name of Evaluator: _____

1. Activity to be observed: _____
2. Topic of activity: _____
3. What is the objective of this observational period?

4. How will the faculty member determine if the objective was achieved?

5. What methods and/or materials will be used to achieve the objective?

6. The evaluator will be observing the following:
    1. Interaction with students;
    2. Organization and preparation;
    3. Techniques and methods;
    4. Effectiveness.

The evaluator will also be looking at relevant documentation such as the course syllabus, outline, assignment sheet, work objectives, to determine that the activity observed is appropriate to the environment.

Evaluation Form E

IMPERIAL VALLEY COLLEGE
CLASSROOM OBSERVATION FORM

Employee:_____ Semester: _____

Years of Teaching Experience at Imperial Valley College: _____

Date of Observation:_____ Evaluator: _____

I. Course and Subject Matter Being Taught: _____

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

___lecture	___discussion	___audiovisual
___group activity	___laboratory	___combination
___individual student assistance	___other	

Comments: _____

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

```
5 = Exceeds Expectation                    2 = Marginal
4 = Strong/Above Average                   1 = Unsatisfactory
3 = Competent
```

III. Organization and Preparation for Teaching:

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

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

Comments:

_____

_____

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

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

Comments:

C. Classroom Management 1 2 3 4 5
[Use of classroom time; Punctuality and use of time and control of classroom]

1. The faculty member struggles to gain control of the class
3. Activities and order require effort by instructor
5. Class activities begin on time in an orderly matter

Comments:

D. Organization of Materials 1 2 3 4 5
[Materials support instruction]

1. Rambling and confusing
3. Discernible organizational pattern
5. Clearly organized, easy to follow pattern

Comments:

IV. Teaching Effectiveness:

A. Subject Matter Expertise 1 2 3 4 5
[Mastery of and currency in the subject being covered]

1. Instructor appears to be unprepared in the subject being covered
3. Instructor demonstrates an adequate understanding of the subject
5. Instructor demonstrates a broad mastery (knowledge) of the field

Comments:

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

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

Comments:

_____

_____

_____

C. Presentation and Delivery 1 2 3 4 5
[Awareness of demeanor, vocabulary and articulation]

1. Inaudible, lacks enthusiasm, relies too heavily upon notes
3. Generally clear and understandable, good vocabulary and voice
5. Clear, enthusiastic, well poised and direct, suitable vocabulary and voice

Comments:

_____

_____

_____

V. Student Relationship:

A. Student Attention and Involvement 1 2 3 4 5
[Evidence of active engagement and participation by students]

1. Little student involvement evident
3. Some student involvement evident
5. Meaningful and active student involvement

Comments:

_____

_____

_____

B. Learning Environment 1 2 3 4 5
[Creates an environment conductive to Learning]

1. Apparent negative attitude toward students
3. Is helpful to students when called upon
5. Seeks ways to be of assistance to students

Comments:

_____

_____

_____

Evaluation Summary:

_____

_____

_____

_____

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

Date Form Completed: _____

Evaluation Form F

IMPERIAL VALLEY COLLEGE
COUNSELING OBSERVATION FORM

Counselor:_____ Semester: _____

Years of Counseling Experience at Imperial Valley College: _____

Date of Observation:_____ Evaluator: _____

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

	NA	1	2	3	4	5
Is prepared with appropriate materials for counseling session.						
Makes effective use of time in counseling session (e.g., logical flow, finishes within time allotted, etc.)						
Eliminates distractions during session (e.g., phone, interruptions, etc.)						
Demonstrates rapport building efforts (e.g., non-verbal behaviors, greeting students, providing privacy, awareness of and sensitivity to issues pertaining to cultural diversity)						
Demonstrates effective communications skills (e.g., active listening, accurate feedback, etc.)						
Assists students in the process of making decisions regarding academic and career goals.						
Determines student needs in terms of information (what do they know, what do they need to know, etc.)						
Demonstrates ability to meet student needs in a crisis situation (e.g., has ability to remain calm, assesses immediacy of the situation and responds appropriately, etc.)						
Interviews students to assess personal and academic strengths and weaknesses.						
Solicits student feedback regarding effectiveness of session.						
Reviews and interprets testing scores to facilitate advisement (e.g., determines appropriate placement, determines career options, etc.)						
Reviews and evaluates academic records to (1) determine status and/or (2) to determine course equivalencies.						
Actively listens and checks for understanding.						
Acknowledges feedback, then responds accordingly.						
Provides feedback.						
Demonstrates knowledge of academic counseling as it pertains to transfer or occupational programs.						
Assists students in filling out a variety of forms.						
Utilizes academic counseling resources and is knowledgeable on existing resource/reference tools (e.g., ASSIST, SARS, DegreeWorks, CSU Mentor, UC Pathways, College Source, etc.)						
Overall Ranking (only one score, please):						

Summary Comments: _____

Candidate	Signature	Date
Evaluator	Signature	Date
Dean or Designee	Signature	Date
VP for Student Services	Signature	Date

Date Form Completed: _____

Evaluation Form G

IMPERIAL VALLEY COLLEGE
EVALUATION OF DUTIES AND RESPONSIBILITIES
LIBRARIANS

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

Employee:_____ Semester: _____

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

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

_____ _____ _____

Evaluator Signature Date

Date Form Completed: _____

Evaluation Form H

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

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

Employee:_____ Semester: _____

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

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

_____ _____ _____

Evaluator Signature Date

Date Form Completed: _____

Evaluation Form I

IMPERIAL VALLEY COLLEGE
EVALUATION OF DUTIES AND RESPONSIBILITIES
TEACHING FACULTY

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

Employee:_____ Semester: _____

		Mark Appropriate Response					
I.	**Performance of professional responsibilities:**	NA	1	2	3	4	5
	A. Holds class consistently as scheduled						
	B. Maintains and submits appropriate records						
	C. Posts and maintains regular office hours						
	D. Participates in the development, assessment, and evaluation of student learning outcomes as appropriate						
	E. Other professional responsibilities						
Comments:							

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

_____ _____ _____

Evaluator Signature Date

Date Form Completed: _____

Evaluation Form J

IMPERIAL VALLEY COLLEGE
EVALUATION OF DUTIES AND RESPONSIBILITIES
COUNSELORS

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

Employee:_____ Semester: _____

		Mark Appropriate Response					
I.	**Performance of professional responsibilities:**	NA	1	2	3	4	5
	A. Maintains appropriate records and documentation						
	B. Maintains accurate and appropriate data entry						
	C. Posts and maintains regular office hours						
	D. Participates in the development, assessment, and evaluation of student learning outcomes/service area outcomes as appropriate						
	E. Other professional responsibilities						
Comments:							

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

_____ _____ _____

Evaluator Signature Date

Date Form Completed: _____

Evaluation Form K

IMPERIAL VALLEY COLLEGE
LIBRARIAN OBSERVATION FORM

Employee:_____ Semester:_____

Years of Librarian Experience at Imperial Valley College: _____

Date of Observation:_____ Evaluator: _____

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

Comments:

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

Comments:

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

Comments:

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

Comments:

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

Comments:

Summary Comments: _____

_____

_____

_____

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

Date Form Completed: _____

Evaluation Form L

IMPERIAL VALLEY COLLEGE
NON-CLASSROOM FACULTY OBSERVATION FORM

Employee:_____ Semester: _____

Years of Faculty Experience at Imperial Valley College: _____

Date of Observation:_____ Evaluator: _____

Summary Comments: _____

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

Date Form Completed: _____

Evaluation Form M

IMPERIAL VALLEY COLLEGE
STUDENT EVALUATION OF TEACHER FORM

Instructor:_____ Course: _____

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

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

The Course:	Poor	Below Average	Average	Good	Excellent
1. Provides an accurate syllabus with a reading schedule					
2. Defines Student Learning Outcomes as noted in the class syllabus					
3. Explanation of grading policies and expectations for the course					
4. Organization and clarity of lectures					
5. Clarity and appropriateness of tests to subject matter					
6. Fairness of grading					
7. Clarity of assignments					

The Instructor:	Poor	Below Average	Average	Good	Excellent
8. Showed an interest in the subject					
9. Encouraged students to ask questions and participate in class discussions					
10. Encouraged individual thinking and differences of opinion					
11. Spoke clearly					
12. Clarity of assignments					
13. Was accessible for individual conferences and office hours					
14. Was interested in and respectful to students					
15. Convened and dismissed class on time					
16. Explained difficult parts of the material clearly					
17. Was reasonably prompt in returning student papers					
18. Would you recommend this instructor to a student like yourself?	Yes		No		

Comments: _____

_____

_____

Date Form Completed: _____

Evaluation Form N

IMPERIAL VALLEY COLLEGE
STUDENT EVALUATION OF COUNSELOR FORM

Counselor:_____ Date: _____

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

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

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

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

Date Form Completed: _____

Evaluation Form O

IMPERIAL VALLEY COLLEGE
STUDENT EVALUATION OF LIBRARIAN FORM

Librarian:_____ Date: _____

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

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

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

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

Date Form Completed: _____

Evaluation Form P

IMPERIAL VALLEY COLLEGE
STUDENT EVALUATION OF NON-CLASSROOM INSTRUCTOR

Instructor:_____ Date: _____

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

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

	Circle Yes or No	
5. Did you receive timely and accurate information?	Yes	No
6. Were all of your questions answered adequately?	Yes	No
7. Did the instructor provide information on other services available to you from this department?	Yes	No
8. Would you recommend the services of this instructor to others?	Yes	No

9. Other comments or suggestions?

Date Form Completed: _____

Memorandum of Understanding

This Memorandum of Understanding is entered into between the Imperial Community College District ("District") and the Imperial Valley College Part-Time Faculty Association Community College Association/California Teachers Association/National Education Association ("Association") and applies only to the 2016-17 Academic Year.

RECITAL:

The District has entered into Memorandums of Understanding with the California Department of Corrections and Rehabilitation (CDCR) to develop and implement a pilot program for offering college classes at Centinela State Prison and Calipatria State Prison beginning in Fall 2016 (MOUs attached);

NOW, THEREFORE, the District and Association agree to the following with respect to the District's implementation of the pilot prison program:

1. Non-teaching unit members will not be eligible for services pursuant to this agreement. Teaching unit members will not be required to accept any assignment at either prison.

2. Instructional assignments will be paid at the contract hourly rate, and such shall be included in calculating the maximum permissible part-time contract load.

3. If office-hours are mandated for unit members, they shall be paid at the hourly rate of $46.00 per hour.

4. As the procedures at both prisons require the passing through of many check points, handling of keys, and picking up and returning emergency signal devices, as well as the picking up of and returning of the facility's "chit" at a separate location from the classroom, all of which take additional time beyond the normal classroom prep and beyond the normal arrival/departure time for typical teaching duties, the faculty member will be compensated for an amount equal to one half hour of the contract hourly rate regardless of the actual time taken. The unit member shall keep track of this extra time during the semester and submit documentation to the District at the end of each month for an extra duty payment.

5. Prior to beginning their assignments, all unit members who have chosen to provide services at the prisons will be required to participate in training conducted by the CDCR, and will be compensated by the District at the current overload rate for such training.

6. Unit members who provide services are required to comply with established laws, regulations, and rules governing Centinela and Calipatria State Prisons including those set forth by the Department of Corrections. This includes

fingerprinting, background checks, and limitations on the types of materials that can be brought into the prisons.

7. Evaluations completed or conducted by prison staff of the faculty member are for the use of that specific facility and will not be used for regular District evaluations of the unit member's performance.

8. Prison officials reserve the right to terminate a unit member's service at any time during a teaching or non-teaching assignment if the unit member is found to be in violation of prison rules and regulations, or if services are not being provided in a manner appropriate to the incarcerated student population. Only in such cases where the cause for termination of services also violates District policies and procedures could such assignment termination be grounds for District employee discipline procedures. The unit member will be paid only for services that were provided prior to the termination.

9. In the unlikely event of a lockdown or other similar situation requiring the teaching unit member to remain at the prison facility beyond the time allotted to the class session, the unit member will be compensated by the District for the additional time at the relevant hourly rate associated with the activity causing the unit member's presence at the facility. The unit member shall keep track of any such extra time during the semester and submit the documentation to the District at the end of each month for an extra duty payment.

10. Unit members who provide services, as outlined in the MOU signed by the District and CDCR, and who are required to stay at the prisons for a period of time beyond that required for class room instruction or scheduled office hours due to CDCR security concerns shall be paid at the relevant hourly rate associated with the activity causing the unit member's presence at the facility. The unit member shall keep track of any such extra time during the semester and submit the documentation to the District at the end of each month for an extra duty payment.

11. Due to the unique requirements of this program and the voluntary participation in this program by unit members, the normal course assignment procedures, including seniority selection of classes will not apply. If there is more than one unit member within a teaching discipline or counseling area who have qualified to provide services at a prison site, then assignment will be based upon seniority. Full time faculty who qualify to provide services at the prison and wish to do so, will have priority over part time faculty for assignments.

12. Unit members, who are required to travel between Imperial Valley College and either prison to teach class or provide services, will be reimbursed at the current IRS mileage rate for services rendered at Centinela State Prison and/or at Calipatria State Prison. A unit member who travels only between their home and a prison site will not be entitled to reimbursement for their mileage. The unit

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

13. All other provisions of the Association contract not modified herein remain in force and are applicable to the unit member's assignment at the prison.

This MOU represents a collectively bargained agreement between representatives from Association and the District, both of whom have the proper authority to enter into a binding agreement subject to ratification by the bargaining unit membership and the Governing Board. This MOU will be attached as an appendix to the parties' collective bargaining agreement.

Executed this 10 day of October, 2016, at Imperial, California.

IMPERIAL COMMUNITY COLLEGE DISTRICT

Victor Jaime, Superintendent/President

IVCPTFA

Mike Jr. Palacio, President