

Agreement between the  
Imperial Community College District  
And the  
Imperial Valley College Chapter  
of the  
Part-Time Faculty Association

Academic Years 2022-2025

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## **ARTICLE 1            RECOGNITION**

The Board of Trustees of the Imperial Community College District, hereinafter referred to as the "Board" or the "District," hereby recognizes the Imperial Valley College 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 30 minutes of paid time during the semester general faculty orientation 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.

#### **2.2.1 Faculty Onboarding**

The Association will provide to Human Resources, at the Association's expense, Association membership materials for distribution during the onboarding process to all PTFA new hires. Human Resources will notify the Association when such materials need to be replenished by the Association.

### **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**

The District agrees to deduct dues 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 subject to the following conditions:

**2.7.1** Deductions for membership dues shall be made upon the notification by the Association to the District.

The District shall put into effect any new or changed dues deduction 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.

In the event that a unit member leaves the unit and is employed in another position in the District, the District will notify the Association of the move and suspend withholding of Association dues starting the first payroll period of the move unless notified otherwise by the Association.

**2.7.2** With respect to all dues deducted by the District, the District agrees to remit such moneys promptly to the CTA/Association accompanied by an alphabetical list of unit members for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.

**2.7.3** The Association will indemnify the District for any claims made by an employee for wage deductions made in reliance upon such representations.

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

## **2.8 Rosters**

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

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

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

## **2.9 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 432 hours per fiscal year at the current hourly rate for Association Representation time and 486 hours for the fiscal year in which contract negotiations occur for a three (3) year period. 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**

**3.2.1** 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.

**3.2.2** 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.

**3.2.2.1** 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 was completed over three (3) months prior to the submission to the file. 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 unless already entered into the personnel file.

**3.2.3** 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 written 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.

**3.2.4** 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.



**3.2.5** Access to a unit member's personnel file shall be limited to a "need to know" basis. Access authorization must be obtained from the Chief Human Resource Officer. 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.

**3.2.6** Members of the unit shall have the right to inspect materials in their personnel files upon written 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.

**3.2.7** 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 sustained disciplinary action in that five-year period.

### **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 Faculty Positions**

The District shall send an electronic message (via IVC email) to all unit members five (5) days prior to the opening of a position for any Full-Time 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 and 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 or injured 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. In the event that an interactive meeting to discuss reasonable accommodations is necessary and is not scheduled prior to the unit member's first day of return to paid work status, the District will pay the unit member as if the unit member were working his or her normal assignment until such time that the either the accommodations are in place or it is determined that the District cannot reasonably accommodate the unit member.

## **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 through the connivance or misconduct of the employee, or when regularly called for jury duty, upon presentation of the subpoena or official court summons to the Dean in the appropriate service area. The unit member should notify the appropriate Dean of the need for such leave as soon as possible after receiving such a summons or subpoena.

## **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 and will not be provided extended illness leave for that semester. Unit members will maintain seniority rights and reemployment preference for twenty four months. If the unit member is unable to return to work after twenty four months 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 or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.

Eligible 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.

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 be currently working for the District in order to use parental leave.

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 administrator, 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 have a different full-time faculty member serve on the evaluation team.
- 8.1.6** Unit members shall be evaluated during the initial semester of employment, once during their second year 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 or worksite 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 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 a 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 length of a worksite observation (for counselors and librarians) is to be no less than 30 minutes but no more than 50 minutes, extension of which is at the discretion of the evaluator. Each evaluator shall conduct one worksite observation in the semester of evaluation. There may be two worksite observations in a semester if an additional observation is mutually agreed to by the unit member and the evaluator(s).
- 8.2.6** The evaluator must complete all forms during or immediately following the observation; notes may be taken during the visit.
- 8.2.7** 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 observation.
- 8.2.8** 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.
- 8.2.9** A copy of the final, signed evaluation forms shall be given to the unit member no later than two weeks prior to the end of the semester and the original evaluation form will be placed in the unit member's personnel file no later than 2 weeks after the end of the term. The deadline may be extended by mutual consent of the unit member and the evaluator.
- 8.2.10** Unit members who have assignments as instructional and non-instructional and/or multiple non-instructional faculty will be evaluated in each area assigned.
- 8.2.11** The District shall supply the student evaluation forms in exhibit C. Student evaluation procedures shall be performed in a manner which guarantees confidentiality of the student.
- 8.2.12** The observation form scores will be tallied in the following manner:  
(Total accumulated points earned divided by total possible points) = overall evaluation score. Each section is weighted equally.
- Any section earning a value of 0 (N/A) will be excluded from the total points possible.
- 8.2.13** In the event the overall evaluation states a determination of marginal/unsatisfactory, no later than 10 days after the post-evaluation conference, the evaluated unit member may respond in writing to the evaluation. The response shall be filed with the appropriate administrator and also attached to the evaluation paperwork.

**8.2.13.1** 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 if the same evaluator is available and if the unit member requests the same evaluator to do the reevaluation. The unit member shall have one opportunity to have a different evaluator perform the follow-up evaluation.

**8.2.13.2** If a follow-up evaluation is conducted per 8.1.12 which states an overall determination of marginal/unsatisfactory, the unit member may be subject to nonrenewal for employment and removal from the reemployment preference list at the discretion of the District.

## **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 the Fall and Spring semesters when instruction is provided, excluding weekends.

### **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 designee 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 one through four.

No settlement to a grievance will be agreed to by the District without express permission from the Association.

**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**

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 time with written request.

**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**

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

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

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

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

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

### **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 Level One meeting submit a formal, written grievance to the appropriate Vice-President.

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 Level Two grievance, the grievant and the appropriate Vice-President shall meet in an attempt to resolve the alleged grievance. There will be no meetings during school recess periods unless mutually agreed upon by the grievant, Association and the District. The appropriate Vice-President shall have ten (10) workdays after the Level Two meeting in which to render a written decision to the grievant.

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

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

In the event that the alleged grievance was committed by the appropriate Vice-President, the grievance process will begin at Level Three.

### **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 moving the grievance to Level IV 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 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 and with agreement by the Association. The Level Four appeal will not be heard at a Board of Trustees meeting occurring during school recess periods unless mutually agreed upon by the grievant and the District. The grievant and any representatives shall have the opportunity to testify and present evidence and witnesses at the hearing.

## **ARTICLE 10           WORKLOAD**

### **10.1   Reemployment Preference**

**10.1.1** Reemployment preference applies to all part time faculty who are assigned to teach classes or perform non-instructional academic work during the fall and spring semester and winter and summer sessions. This section does not apply to administrators, managers, classified confidential employees, classified employees, coaching, or to part time faculty assigned to perform special services or projects of a temporary nature.

**10.1.1.1** If administrators, managers, or classified employees are employed to perform part-time faculty work, the Association will be notified in writing upon the scheduling of these individuals. They shall be scheduled only after all unit members who are exclusively part time faculty have had an opportunity to select classes.

#### **10.1.2   Criteria for placement on the reemployment list:**

**10.1.2.1**   A part time faculty member must meet the minimum qualifications as adopted by the California Community College Board of Governors or an equivalency granted by the local Academic Senate.

**10.1.2.1.1**       When professional certification or license is necessary as determined by an outside agency that oversees that area, to ensure student safety and/or subject matter competency, possession of such certification or license shall be considered a minimum qualification for the applicable assignment.

**10.1.2.2**   A unit member shall gain reemployment preference after service to the District in one or more assignments over four semesters.

**10.1.2.3**   The unit member earns an overall “competent” or greater score on their evaluations during the first four semesters of employment.

#### **10.1.3   Criteria for removal from the reemployment list:**

**10.1.3.1**   A unit member who receives an overall “Marginal or Unsatisfactory” for two consecutive evaluations may be removed from the reemployment list.

**10.1.3.2** A unit member who has a break in service with the District for 24 months shall be removed from the reemployment list unless the reason for the break in service is due to a lack of work offered by the District.

**10.1.3.3** A unit member who has a sustained disciplinary action may be subject to removal from the reemployment list at the District's discretion.

**10.1.5** Part time faculty subsequently reemployed after removal from the reemployment list will be returned to the status of a newly hired part time faculty.

## **10.2 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.

**10.2.1** Part time faculty members with reemployment preference will be offered courses in the order of seniority date of hire up to a maximum assignment of 60-67% load.

**10.2.2** Unit members may be selected through the seniority process to work an assignment greater than 67% but less than 100% load in any given semester not to exceed two(2) semesters out of six consecutive (6) semesters with the authorization of the appropriate Vice President and Chief Human Resource Officer. The compensation will be the current part time hourly rate. No additional work will be mandatory, such as but not limited to: committee meetings, college service, etc. Assignment above 67% but less than 100% load may only occur if no other part time faculty is available to work/teach in that discipline. If a unit member is provided an assignment of 75% load or greater during fall or spring semester they will be offered employee only health benefits under the basic plan.

**10.2.3** Unit members will have the opportunity to maintain an equivalent load to the previous semester course assignments up to a 67% load at the discretion of the unit member.

**10.2.4** The District and the PTFA agree to reopen Article 10 sections which refer to load limits should legislation increase the load limits for part-time faculty during this contract period.

## **10.3 General Assignment Procedure**

Seniority is determined by the date at which the unit member is provided reemployment preference. If two or more unit members have the same reemployment preference date, their seniority placement will be determined by the drawing of lots.

Part time faculty not on the reemployment list will be assigned prior to administrators, managers, classified confidential employees, and classified employees who will be assigned at the discretion of the district and after all assignments have been provided to unit members on the reemployment preference list.

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. Faculty members who do not teach in an approved discipline for a period of two years or more will drop to the bottom of the seniority list within that discipline unless the reason was due to no assignment being available.

Unit members shall be entitled to select classes once class(s) 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, with the exception of a new class added to a class cancellation, in the period between the eight (8) weeks and two (2) weeks 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 unit member has a class cancelled the District will make every attempt to add a replacement class for the unit member to regain their teaching load. If adding a class to make up for a cancelled class is not feasible the unit member may bump the least senior unit member within the same discipline to make-up for the class. If adding a class or bumping are not feasible for any reason, the unit member will take a reduced load at the appropriate compensation unless the cancellation occurred within two weeks of the semester starting. If a class is cancelled within two weeks of the semester start the unit member will be compensated up to two week’s pay if a replacement class is not available.

If a class becomes available during the last two weeks prior to the start of any semester or session, the District will contact all faculty, full-time or part-time, who are potentially eligible to teach the class, through email and by phone as soon as the District is aware of the open course. Unit members who wish to teach the course must respond 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 unit member to maintain a previously assigned overload due to a District initiated action, the part-time unit member bumped can bump the least senior part-time unit member to obtain a class of equivalent units or the District may elect to create a new class within the unit members availability of equivalent unit value.

If a unit member is bumped due to the maintenance of full-time load or overload, the unit member shall receive a class of equivalent units within the unit member's availability. If there isn't an available class, the District will attempt to add a class of equivalent units within the availability for the unit member who was bumped to teach.

In the event the District is unable to create a class of equivalent units within the unit member's availability, the District will provide the unit member with an assignment of the equivalent hours to provide service to the college within their area of expertise. This assignment will be determined by the applicable Department Chair in consultation with the Dean and unit member.

If an assignment of a unit member on the reemployment list is cancelled the cancellation will not be considered a break in service in regards to the reemployment list.

### **10.3.1 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. Due to the unique populations served by the Prison and Dual enrollment programs, courses in these two programs are not subject to the course assignment procedure.

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 will be provided to all unit members on their seniority list and 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. At the conclusion of this class selection process, the staffed schedule will be provided to all unit members in the area.
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.

**10.3.2** When classes become available during the semester or term due to a known long term absence (two weeks or more) or incapacity of any faculty member that requires a new instructor of record, these classes will be staffed by offering them first to full-time faculty and then in seniority order to current unit members. If no current unit members accept the assignment, they may be taught by a new hire.

#### **10.4 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 or within any other non-teaching program area for which they have minimum qualifications.

**10.4.1** When hours become available during the semester or term due to the long term absence (two weeks or more) or incapacity of any faculty member, these hours will be staffed by offering them first to full-time faculty and then in seniority order to current unit members. If no current unit members accept the hours, they may be worked by a new hire.

Non-Teaching unit members may work remotely for one day per week of their assignment with authorization from the appropriate administrator.



### **10.5 Changes to assignment**

In the event that the Dean or appropriate administrator wants to initiate a change in assignment selected by a unit member prior to the public publishing of the initial schedule online, the Dean or appropriate administrator will communicate the change and the reasons for the change with the unit member prior to making any changes, and will provide an opportunity for the impacted unit member to select a new assignment. The District may use this option with a specific unit member only once every two years. The use of this option will not impact the unit member's seniority placement.

### **10.6 Class Size**

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.

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.

### **10.7 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.

## **10.8 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 classroom(s). 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.

### **10.9 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.

### **10.10 Office Hours**

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
3.00-5.99	1
6.00-8.99	2
9.0 and above	3

Office hours are compensated at the current hourly rate. Unit members must submit an office hour service form monthly in order to be paid. Unit members must submit an office hour service form at the end of each month, or for the total hours worked over the semester at the end of the semester, in order to be paid. If submitted monthly, the unit member will be paid in the following payroll period. If the unit members submits at the end of the semester, they will be paid for all hours submitted at the next payroll period.

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. 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 and provided within the first 48 hours of

the class start. 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.

#### **10.11 District Committees**

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

1. Academic Senate
2. Institutional Effectiveness and Development
3. Distance Education
4. EEO & Diversity Committee
5. Integrated Consultation Council
6. Any other committee appointed by Academic Senate President as a faculty

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.

## **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. Yet this recognition does not preempt a unit member from the basic concept of due process rights and progressive discipline prior to disciplinary action.

Unit members may receive disciplinary notice, at various levels, for any reason that the supervisor and District find appropriate subject to the process below. However, dismissal after the start of a semester or session should occur only 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.

### **11.2    Progressive Discipline**

#### **11.2.1 Informal Discipline**

Progressive Discipline starts with informal administrative action, such as verbal counseling or a verbal warning, for the purpose of correcting the behavior of unit members by administration prior to formal disciplinary action.

#### **11.2.2 Formal Discipline**

Formal disciplinary action follows the process below which may begin at the level/step deemed appropriate by the District while adhering to the principles of progressive discipline per 11.1 above:

- Step 1: Written Reprimand
- Step 2: Suspension with pay
- Step 3: Suspension without pay
- Step 4: Non-renewal of contract
- Step 5: Immediate Dismissal

### **11.3 Right to Representation**

Prior to a disciplinary action meeting, the unit member will be notified of his or her right to representation and 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.

### **11.4 Unit Member Response**

The unit member shall be provided copies all relevant information/paperwork upon which the decision to discipline in Steps 1-5 in 11.2.2 was reached in order to prepare a response in his/her defense. The unit member may choose one of the following actions:

1. Accept the District's proposed Discipline without response for the steps 1-5 in 11.2.2
2. Respond to the proposed Discipline in writing without a meeting. The written response will be attached to the Disciplinary action and submitted to the unit member's personnel file for the steps 1-5 in 11.2.2.
3. Respond to the proposed Discipline in writing and hold a meeting with CHRO for the purpose of overturning or modifying the proposed discipline. If the proposed Discipline is related to classroom/worksite performance, said meeting will also include the Appropriate Vice-President. This meeting is only available for steps 2-5 in 11.2.2.

### **11.5 CHRO Meeting Regarding Proposed Formal Discipline**

A unit member may request (in writing) to meet with the CHRO (and appropriate Vice-President, if applicable per 11.4.3 above) to present their defense (including evidence), who shall arrange for a meeting within fifteen (15) work days of the disciplinary issuance.

The unit member will have the right to fully defend themselves against the imposition of the proposed discipline in this meeting.

The CHRO (with input from the appropriate Vice-President) shall make a written determination based on all evidence provided and notify the unit member of that determination with five (5) work days of such meeting.

### **11.6 Acceptance or Rebuttal of CHROs Determination**

The unit member may choose one of the following actions:

1. Accept the CHRO's determination without response.
2. Respond to the CHRO's determination in writing without a meeting. The written response will be attached to the Disciplinary action and CHRO's determination and submitted to the unit member's personnel file.
3. A hearing to determine if the Discipline and CHRO's determination should be upheld.

## **11.7 Disciplinary Hearing before the Superintendent-President**

- 11.7.1** Within 7 calendar days of receipt of the CHROs determination, the unit member may object to the proposed discipline in writing to the Superintendent-President.
- 11.7.2** Within 7 calendar days of the receipt of the objection, the matter will be placed scheduled with mutual agreement between the Superintendent-President and the Unit Member.
- 11.7.3** The parties will present their case to the Superintendent-President who will make the final determination.

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 compensated at the part time faculty rate of \$75 per hour effective start of fall semester 2022 and a 3% off schedule payment equal to 3% of total compensation earned in 2022/23 to be paid July 2023.

Unit members will be compensated 2.5% off schedule payment equal to 2.5% of total compensation earned in 2023/24 to be paid July 2024.

Unit members will be compensated 2.5% off schedule payment equal to 2.5% of total compensation earned in 2024/25 to be paid July 2025.

**13.2** 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, data entry and analysis of SLOs).

**13.3** 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, department meetings, etc.) shall be paid their regular hourly rate; 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.

**13.4** Stipend amounts which are offered to unit members shall be as follows in the table below. The formula for determining stipends is number of units X hourly rate X 16 X 1.125 = stipend amount. Stipend assignments are ancillary work and are not included in the 67% work limit per Education Code 87482.5. Assignments that are filled by part-time faculty unit members which are compensated via reassign time for full-time unit members will have the reassign time converted into a stipend using the formula above.

<b>POSITION</b>	<b>UNITS</b>	<b>STIPEND \$75/hr</b>
Corrections Academy Coordinator *when in session (selected by the District)	3	\$4050
Fire Academy Coordinator	4	\$5400
Art Gallery Director (selected by the District)	3	\$4050
Head Coach, Men’s Basketball	4	\$5400
Head Coach, Women’s Basketball	4	\$5400
Head Coach, Baseball	4	\$5400
Head Coach, Softball	4	\$5400
Head Coach, Men’s Soccer	3	\$4050
Head Coach, Women’s Soccer	3	\$4050
Head Coach, Men’s Tennis	3	\$4050
Head Coach, Women’s Tennis	3	\$4050
Head Coach, Volleyball	3	\$4050
Head Coach, Women’s Cross Country	3	\$4050
**Assistant Coaches for Basketball, Baseball and Softball	2	\$2700 per sport
**Assistant Coaches for Soccer, Tennis, Volleyball, and Women’s Cross Country	1.5	\$2025 per sport

Assistant Athletic Director	3	\$4050
DE Course Evaluators (maximum of 8 evaluations per semester)	10 Hours Flat stipend	\$750/course
**Maximum dollar amount allotted, regardless of number of incumbents.		

### 13.5 CCR and Dual Enrollment Assignment Special Compensation

Part time faculty assigned courses at the Correctional facilities/Prisons and/or Dual Enrollment at local high schools will be entitled to mileage reimbursement and travel time if traveling from the main campus to the site or between sites.

Unit members assigned to courses or to provide services at the Correctional facilities will be compensated for 30 minutes at the regular rate of pay to pass through the checkpoints when entering and leaving the Prison.

If a unit member travels to a CCR or Dual Enrollment site which is more than 45 miles from the main campus, the unit member is entitled to an additional \$70 stipend per day. The unit member will keep a trip log with dates and mileage, supported by documentation, which will be turned in at the end of each month for mileage and stipend, if applicable.

In the event unit members are required to participate in training conducted by either a CCR or Dual Enrollment program, they will be compensated by the District at the current hourly rate per hour of such training.

CDRC 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.

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

Unit members assigned to the correctional facilities/Prisons will adhere to all policies and procedures of the prison.

### 13.6 Health Insurance

The District and PTFA agree to reopen Article 13.6 concerning health benefits upon any legislation passed which increases the load limit of part time faculty to 75% or above, including health benefits.

## **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. For unit members with teaching assignments and 1050 hours to STRS as one year of service credit for counselors and librarians.

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 Article, part, or provision of this Agreement is held invalid or unenforceable by operation of law or by the decision of any court or tribunal of competent jurisdiction, such provision shall be inoperative, but the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

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 online-training 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 decides to change the course management system from CANVAS, the District will give written notice to the PTFA with sufficient time to meet and negotiate on the issues that arise out of this decision, including but not limited to compensation.

## **ARTICLE 18           NEW COURSE DEVELOPMENT**

Unit members who develop new courses (traditional and/or online) shall be compensated at the part time faculty hourly rate as faculty special compensation for hours spent developing the new course(s) per mutual agreement with the Dean or appropriate administrator.

Unit members who have been approved to develop new courses shall have the right of first refusal to teach the course, regardless of the unit member's seniority status, for a period of one (1) consecutive academic years, including winter and summer sessions, as long as the faculty member meets the minimum qualifications to teach such course. Regardless of when a course was developed, the one-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 1<sup>st</sup> 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, 2025.


The contract term is for 2022-2025, with no re-openers except as noted in Article 13.6.

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**

**District**

  
Joe Henderson (Jul 7, 2022 17:24 PDT)

Jul 7, 2022

  
Clint Dougherty (Jun 29, 2022 17:44 PDT)

Jun 29, 2022

Joe Henderson, PTFA President

Clint Dougherty, District Lead Negotiator



**IMPERIAL VALLEY COLLEGE**  
**LEVEL ONE 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 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.

If the Administrator who allegedly committed the violation is a Vice-President, then the Grievance process will start at Level II.

**Name of Grievant** \_\_\_\_\_

**Position of Grievant** \_\_\_\_\_

**Date and Time of Incident Giving Rise to the Grievance** \_\_\_\_\_  
(Date) (Time)

**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)

**LEVEL ONE: 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 Vice President**

If the alleged grievance is not resolved at level one, or if the immediate supervisor did not render a decision within the 10 workday time limit or was committed by a Vice-President, the grievant may within ten (10) workdays of the level one meeting submit this form to the appropriate Vice President.

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

Please include all documentation submitted in Level One and include the decision of the Dean (if applicable)

**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)

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Grievant)

\_\_\_\_\_  
(Name of Grievant)

**Delivered to the Vice President**

**Received By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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

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

**GRIEVANCE LEVEL THREE: Superintendent/President**

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

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

Please include all documentation submitted in Level Two and include the decision of the Vice President (if applicable).

**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:** \_\_\_\_\_ **Date:** \_\_\_\_\_

The Superintendent/President shall have ten (10) workdays after the meeting in which to render a decision to the grievant.

**Decision of Superintendent/President:** Attached separately (to include date delivered to Grievant and 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 ten (10) 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 and with agreement by the Association. The Level Four appeal will not be heard at a Board of Trustees meeting occurring during school recess periods unless mutually agreed upon by the grievant and the District. The grievant and any representatives shall have the opportunity to testify and present evidence and witnesses at the hearing which will be held in open session.

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

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

**Received By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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

**Signature of Grievant or IVC PTFA Representative:** \_\_\_\_\_ **Date:** \_\_\_\_\_

This timeline will be extended to the next Board of Trustee’s regularly scheduled meeting if additional time to deliberate is requested by the Board of Trustees.

**The decision by the Board of Trustees is final.**

## 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

## **Faculty Evaluation Forms**

### **Evaluation Forms Included in Exhibit C of the PTFA CBA**

<b>FORM #</b>	<b>TITLE</b>
1	CLASSROOM OBSERVATION FORM
2	COUNSELING OBSERVATION FORM
3	LIBRARIAN OBSERVATION FORM
4	ONLINE COURSE OBSERVATION FORM
5	STUDENT EVALUATION OF TEACHER FORM
6	STUDENT EVALUATION OF COUNSELOR FORM
7	STUDENT EVALUATION OF LIBRARIAN FORM
8	EVALUATION PRE-OBSERVATION MEETING (optional)
9	REMEDIATION PLAN OF ACTION

IMPERIAL VALLEY COLLEGE CLASSROOM OBSERVATION FORM

Employee: \_\_\_\_\_ Semester: \_\_\_\_\_

Semesters 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.

**Directions:** For each of the following sections, a numerical score should be identified using the following scale:

- 5 Exceptional, Exceeds Expectations
- 4 Very Effective
- 3 Above Average
- 2 Competent
- 1 Marginal or Unsatisfactory
- 0 Not Applicable

III. Organization and Preparation for Teaching:

- A. Goals** 0 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** 0 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:**

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**C. Classroom Management** 0 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:**

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**D. Organization of Materials** 0 1 2 3 4 5

[Materials support instruction]

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

**Comments:**

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**IV. Teaching Effectiveness:**

**A. Subject Matter Expertise** 0 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:**

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**B. Subject Matter** 0 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:**

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**C. Presentation and Delivery** 0 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:**

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**V. Student Relationship:**

**A. Student Attention and Involvement** 0 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:**

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**B. Learning Environment**

0 1 2 3 4 5

[Creates an environment conducive to Learning]

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

**Comments:**

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**Evaluation Summary:** Use Overall Score worksheet to determine the overall Score. Formula per Article 8.2.12 is (Total accumulated points earned divided by total possible points) = overall evaluation score.

**Overall:**

100-90	Exceptional, Exceeds Expectations	55-40	Competent
89-70	Very Effective	39 or below	Marginal or Unsatisfactory
69-54	Above Average		

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

*Date Form Completed: \_*

**IMPERIAL VALLEY COLLEGE  
COUNSELING OBSERVATION FORM**

Counselor: \_\_\_\_\_ Semester: \_\_\_\_\_

Years of Counseling Experience at Imperial Valley College: \_\_\_\_\_

Date of Observation: \_\_\_\_\_ Evaluator: \_\_\_\_\_

**Scoring:**

- |  |                                     |
|--|-------------------------------------|
| 5 <i>Exceptional, Exceeds Expectations</i> | 2 <i>Competent</i>                  |
| 4 <i>Very Effective</i>                    | 1 <i>Marginal or Unsatisfactory</i> |
| 3 <i>Above Average</i>                     | 0 <i>Not Applicable</i>             |

	0 NA	1	2	3	4	5	Possible Either 5 or 0
1. Is prepared with appropriate materials for counseling session.							
2. Makes effective use of time in counseling session (e.g., logical flow, finishes within time allotted, etc.)							
3. Eliminates distractions during session (e.g., phone, interruptions, etc.)							
4. Demonstrates rapport building efforts (e.g., non-verbal behaviors, greeting students, providing privacy, awareness of and sensitivity to issues pertaining to cultural diversity)							
5. Demonstrates effective communications skills (e.g., active listening, accurate feedback, etc.)							
6. Assists students in the process of making decisions regarding academic and career goals.							
7. Determines student needs in terms of information (what do they know, what do they need to know, etc.)							
8. 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.)							
9. Interviews students to assess personal and academic strengths and weaknesses.							
10. Solicits student feedback regarding effectiveness of session.							
11. Reviews and interprets testing scores to facilitate advisement (e.g., determines appropriate placement, determines career							
12. Reviews and evaluates academic records to (1) determine status and/or (2) to determine course equivalencies.							
13. Actively listens and checks for understanding.							
14. Acknowledges feedback, then responds accordingly.							
15. Provides feedback.							
16. Demonstrates knowledge of academic counseling as it pertains to transfer or occupational programs.							

17. Assists students in filling out a variety of forms.							
18. Utilizes academic counseling resources and is knowledgeable on existing resource/reference tools (e.g., ASSIST, SARS, DegreeWorks, CSU Mentor, UC Pathways, College Source, etc.)							
<b>Overall Ranking (only one score, please):</b> Use formula per Article 8.2.12 (Total accumulated points earned divided by total possible points) = overall evaluation score. If an item is "Not Applicable" then the total points possible for that item is zero.  <div style="text-align: right;"><b>Sum of each column:</b></div>							Total points possible:

**Overall Ranking:**  
Add the sum of each column.  
Calculate total points possible.  
Divide the sum of each column by the total points possible and multiply by 100. That number is the overall evaluation score.

100-90 Exceptional, Exceeds Expectations	55-40	Competent
89-70 Very Effective	39 or below	Marginal or Unsatisfactory
69-54 Above Average		
Overall Evaluation Score: _____		

**Summary Comments: -**

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	Signature	Date
_____ Evaluatee		

	Signature	Date
_____ Evaluator		

	Signature	Date
_____ Dean or Designee		

	Signature	Date
_____ VP for Student Services		

Date Form Completed: \_\_\_\_\_

**IMPERIAL VALLEY COLLEGE  
LIBRARIAN OBSERVATION FORM**

Employee: \_\_\_\_\_ Semester: \_\_\_\_\_

Years of Librarian Experience at Imperial Valley College: \_\_\_\_\_

Date of Observation: \_\_\_\_\_ Evaluator: \_\_\_\_\_

5 *Exceptional, Exceeds Expectations*  
4 *Very Effective*  
3 *Above Average*

2 *Competent*  
1 *Marginal or Unsatisfactory*  
0 *Not Applicable*

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1. Conducts reference interview and follow-up 0 1 2 3 4 5

Comments:

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2. Knows and follows Reference Desk and Library policies 0 1 2 3 4 5

Comments:

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3. Acts in a manner that encourages patrons to ask questions 0 1 2 3 4 5

Comments:

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4. Exhibits knowledge of reference sources, continues to develop knowledge of collections and resources 0 1 2 3 4 5

Comments:

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5. Exhibits teamwork regarding reference requests and library operations 0 1 2 3 4 5

Comments:

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Overall Ranking:

Add the sum of each column.

Calculate total points possible.

Divide the sum of each column by the total points possible and multiply by 100. That number is the overall evaluation score.

100-90 Exceptional, Exceeds Expectations  
89-70 Very Effective  
69-54 Above Average

55-40  
39 or below

Competent  
Marginal or Unsatisfactory

Overall Evaluation Score: \_\_\_\_\_

**Summary Comments:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Evaluatee Signature Date

\_\_\_\_\_  
Evaluator Signature Date

\_\_\_\_\_  
Dean or Designee Signature Date

\_\_\_\_\_  
VP for Academic Services Signature Date

*Date Form Completed:* \_\_\_\_\_

**IMPERIAL VALLEY COLLEGE  
ONLINE COURSE OBSERVATION FORM**

Faculty Member: \_\_\_\_\_ Semester: \_\_\_\_\_

Date of Observation: \_\_\_\_\_ Evaluator: \_\_\_\_\_

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**Directions:** Throughout this form, comments are required and should detail specific observations. Leave areas blank and make a note when no basis for evaluation has been provided during the classroom observation.

**Course Number and Name:** \_\_\_\_\_

**Week/Module/Unit Observed:** \_\_\_\_\_

One week or module/unit of the course will be observed. Faculty is encouraged to provide any other information that will help the evaluator complete the observation form (e.g. course orientation, extra support resources, etc.)

**Comments:** \_\_\_\_\_

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**Directions:** For each of the following sections, a numerical score should be identified using the following scale:

- |   |                                   |   |                            |
|---|-----------------------------------|---|----------------------------|
| 5 | Exceptional, Exceeds Expectations | 2 | Competent                  |
| 4 | Very Effective                    | 1 | Marginal or Unsatisfactory |
| 3 | Above Average                     | 0 | Not Applicable             |

**1. Organization and Preparation for Teaching:**

**A. Goals** (Clearly Stated or Written; relevant to larger goals; connected to other planned activities)

No apparent goal for the week/module/unit	0	1
Some recognizable goals detected	2	3
Clearly defined goals	4	5

Comments:

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**B. Organization of Lesson** (Content is presented in manageable segments; content is easily navigated and flows in a logical progression.)

No evidence of prior organization	0	1
Evidence of some organization	2	3
Creative and clear organization	4	5

Comments:

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**C. Use of LMS Tools** (Appropriate tools are used to enhance content discussions, quizzes, NetTutor, etc.)

Lack of varied tools used	0	1
Some tools are used	2	3
Variety of tools appropriately used	4	5

Comments:

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**D. Organization of Written Materials** (Written documentation and materials support instruction)

*The Evaluator must have access to a full week of instruction, which at minimum includes an introduction to the week, an assignment, an examination or quiz, a discussion, and the course syllabus.*

Unclear, confusing, critical information missing	0	1
Discernible organization, informative	2	3
Extremely well organized, very informative	4	5

Comments:

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2. **Teaching Effectiveness:**

**A. Subject Matter Expertise** (Faculty member's demonstrated knowledge of the material being presented)

Lack of expertise in the subject area in presenting and explaining content	0	1
Adequate expertise in the subject area through instructor prepared lecture materials and/or introduction to content	2	3
Superior expertise in the subject area through instructor prepared lecture materials and/or introduction to content	4	5

Comments:

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**B. Teaching Skills and Strategies** (Displays creative and appropriate techniques and strategies for conveying the material)

Techniques detract from accomplishing the class objectives	0	1
Techniques adequately support the class objectives	2	3
Techniques are creative and effective in meeting class objectives	4	5

Comments:

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**C. Communication and Rapport** (Course demonstrates a sense of community with students and instructor)

The course does not allow students to ask questions, announcements are not used	0	1
The course allows students to ask questions in a place, announcements are sometimes used	2	3
The course allows students to ask questions in various places, announcements are regularly used	4	5

Comments:

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**3. Student Interaction:**

**A. Regular Effective Contact/Interaction** (Evidence of faculty to student interaction through discussions, announcements, etc.)

Instructor does not provide adequate Regular Effective Contact	0	1
Instructor initiates minimal interaction with students	2	3
Instructor initiates interaction with students throughout the week of instruction	4	5

Comments:

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**B. Learning Environment** (Creates an environment of student-to-student interaction)

Instructor does not develop a sense of community in the course; student-to-student interaction has not been integrated	0	1
Instructor provides occasional opportunities for student-to-student interaction	2	3
Instructor develops a strong sense of community in the course by providing opportunities for student-to-student interaction	4	5

Comments:

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**Evaluation Summary:** Use Overall Score worksheet to determine the overall Score. Formula per Article 8.2.12 is (Total accumulated points earned divided by total possible points) = overall evaluation score.

Overall:			
100-90	Exceptional, Exceeds Expectations	55-40	Competent
89-70	Very Effective	39 or below	Marginal or Unsatisfactory
69-54	Above Average		

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

Date Form Completed: \_

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

Instructor: \_\_\_\_\_ Course: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

<b>The Course:</b>	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					

<b>The Instructor:</b>	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: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

Counselor: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

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

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

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

Librarian: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

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

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

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**EVALUATION PRE-OBSERVATION MEETING**

Name of Faculty Member: \_\_\_\_\_

Name of Evaluator: \_\_\_\_\_

The Evaluator provided a blank copy of the appropriate form that will be used during the Observation.    \_\_\_\_ Yes

1.    Type and subject of activity or topic to be observed?
  
  
  
  
  
  
  
  
  
  
2.    What tools or techniques does the faculty member intend to use during the activity or topic being observed?
  
  
  
  
  
  
  
  
  
  
3.    What will the evaluator be looking for during this observational period?

The Faculty member has provided relevant documentation to the Evaluator, such as the course syllabus, outline, assignment sheet, and/or work objectives to determine that the activity observed is appropriate to the environment. \_\_\_\_\_Yes

\_\_\_\_\_  
Faculty Member Name    Signature    Date

\_\_\_\_\_  
Evaluator Name    Signature    Date













# IVCPTFA Contract 2022-2025

Final Audit Report

2022-07-08

Created:	2022-06-30
By:	Clint Dougherty (clint.dougherty@imperial.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAb8I88RD0SNtSUJzAoIYP0OqIOET3YMrj

## "IVCPTFA Contract 2022-2025" History

-  Document created by Clint Dougherty (clint.dougherty@imperial.edu)  
2022-06-30 - 0:42:13 AM GMT- IP address: 207.233.124.224
-  Document e-signed by Clint Dougherty (clint.dougherty@imperial.edu)  
Signature Date: 2022-06-30 - 0:44:32 AM GMT - Time Source: server- IP address: 207.233.124.224
-  Document emailed to Joe Henderson (joe.henderson@imperial.edu) for signature  
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