

Agreement between the
Imperial Community College District
And the
Imperial Valley College Chapter
of the
Part-Time Faculty Association
Academic Years 2025-2028

Table of Contents

ARTICLE 1	RECOGNITION	1
ARTICLE 2	ASSOCIATION RIGHTS	2
2.1	Distribution of Materials	2
2.2	Access	2
2.3	Board of Trustees Meetings	2
2.4	Use of Facilities	2
2.5	Personnel Files	3
2.6	Distribution of Agreement	3
2.7	Dues & Agency Fee Deductions	3
2.8	Rosters	4
2.9	Stipend(s) for Representational Matters	4
2.10	General Rights	4
ARTICLE 3	UNIT MEMBERS' RIGHTS	5
3.1	General	5
3.2	Personnel Files	5
3.3	Travel Expense Payment	6
3.4	Shared Office Space	6
3.5	Personal Property Liability Coverage	6
3.6	Notification of Full-Time Permanent & Temporary Faculty Positions	7
ARTICLE 4	DISTRICT RIGHTS	8
ARTICLE 5	ACADEMIC FREEDOM	10
ARTICLE 6	LEAVES	11
6.1	Sick Leave	11
6.2	Bereavement Leave	13
6.3	Personal Necessity/Personal Leave	13
6.4	Jury Duty or Witness Leave	13
6.5	Industrial Accident and Illness Leave	13
6.6	District Authorized Leave	14
6.7	Extended Illness Leave	14
6.8	Part-Time Faculty Catastrophic Leave Program	14
6.9	Parental Leave	15
ARTICLE 7	SAFETY	17
7.1	General	17
7.2	Emergency Procedures	17
ARTICLE 8	EVALUATION OF UNIT MEMBERS	18
8.1	General	18
8.2	Evaluation Procedure	18

ARTICLE 9	GRIEVANCE PROCEDURES	21
9.1	Purpose	21
9.2	Definitions	21
9.3	Rights	21
9.4	General Provisions	23
9.5	Procedure	23
ARTICLE 10	WORKLOAD	25
10.1	Re-employment Preference	25
10.2	Load	26
10.3	General Assignment Procedure	26
10.4	Non-Teaching Faculty Assignment Procedure	29
10.5	Changes to Assignment	30
10.6	Class Size	30
10.7	Large Quota Classes	30
10.8	Combined Course Section	31
10.9	Final Grades	31
10.10	Office Hours	31
10.11	District Committees	33
ARTICLE 11	DISCIPLINE	34
11.1	General	34
11.2	Progressive Discipline	34
11.3	Right to Representation	35
11.4	Unit Member Response	35
11.5	CHRO Meeting Regarding Proposed Formal Discipline	35
11.6	Acceptance of Rebuttal of CHRO's Determination	35
11.7	Disciplinary Hearing Before the Superintendent/President	36
ARTICLE 12	COMPLAINTS	37
ARTICLE 13	SALARY	38
ARTICLE 14	RETIREMENT	40
ARTICLE 15	MAINTENANCE OF STANDARDS	41
ARTICLE 16	SAVINGS AND STATUTORY CHANGES	42
ARTICLE 17	DISTANCE EDUCATION	43
17.1	Distance Education Additional Training and/or Course Management System Transition Compensation	43
ARTICLE 18	NEW COURSE DEVELOPMENT	44
ARTICLE 19	EFFECTS AND TERMS OF AGREEMENT	45
	EXHIBITS TO THE AGREEMENT	
EXHIBIT A	Grievance Forms	46
EXHIBIT B	Employee Conflict Resolution Form	49
EXHIBIT C	Faculty Evaluation Forms	50
	APPENDICES TO THE AGREEMENT	
APPENDIX A	Memorandum(s) of Understanding	

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/intersession (term).

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 an immediate family member as defined in 6.2 who is ill and unable to care for him/herself, or must take an immediate family member as defined in 6.2 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. After exhausting paid bereavement leave as provided herein, a unit member may use personal necessity leave, or unpaid leave if the unit member does not have sufficient personal necessity leave accumulated, for additional bereavement time up to a cumulative maximum of 9 days or 11 days if the unit member must travel out of state or more than five hundred (500) miles to attend a funeral for the bereavement, including all paid and unpaid days taken for the bereavement. 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, or a designated person who is any individual related by blood or whose association with the employee is the equivalent of a family relationship who will be designated by the unit member once in any rolling 12 month period which begins upon the designation (such designation does not need to occur prior to the taking of the leave).

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 accrued in that year for personal necessity for use in that year.

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 following classifications of employee: appropriate area Vice President, or the appropriate administrator (Dean, Director, etc.), and designated full-time tenured faculty member from the same or a related discipline as the unit member.
- 8.1.5** No later than the third week of the semester the Vice President's Office will send a notice to the unit members being evaluated that semester., The unit member shall have one opportunity to select a different full-time faculty member to serve on the evaluation team.
- 8.1.6** Unit members shall be evaluated during the initial semester of employment, at least once during their second year of employment, and at least once every three years thereafter. Unit members may be evaluated more frequently as determined by the appropriate Dean or Vice President.
- 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.
- 8.2.2** There will be a pre-evaluation conference for the first evaluation of employment. After the initial evaluation, if the pre-evaluation conference is requested by the unit member, the unit member and evaluator must fill out a pre-evaluation form (Exhibit C).
- 8.2.3** The observation will take place within 5 weeks of the pre-evaluation conference unless a different date is mutually agreed upon during that conference as outlined in Section 8.2.2. If no pre-evaluation conference is requested then the observation will take place no later than the 12th week of the semester.
- 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 unit member will provide demonstration of, or progress toward, diversity, equity, inclusion and accessibility related competencies in counseling, library services, and teaching and learning practices. These competencies are defined based on the District's DEIA and anti-racist principles, and with the intent to foster unit member knowledge of the intersectionality of social identities, recognition of the myriad of ways in which people differ, including the psychological, physical, cognitive, and social differences that occur among individuals, and the development of skills for effective cross-cultural teaching, counseling, and library services, all to improve equitable student outcomes and course completion.

8.2.6.1 Competencies to Demonstrate: Unit members will demonstrate an understanding of lived experiences of culturally diverse students, employees and communities in the district and use that understanding to contribute to student success equity inclusion and accessibility. Unit members must demonstrate an understanding of DEIA and anti-racism as part of the institution's greater mission.

8.2.6.2 Self Evaluation: The self evaluation will be submitted to the evaluation team.

The District understands that and agrees that it is their responsibility to train unit members in the principles of DEIA and anti-racism as part of the institution's greater mission. The District will provide trainings or alternatively will accept outside trainings sponsored and approved by the California Community College State Chancellor's Office or by another California Community College.

In any semester in which a unit member is evaluated, the unit member will be paid a total of two hours at the Extra Duty Rate as compensation for all time spent on all evaluation activities including participation in any evaluation conferences, and preparation of the self

evaluation. Unless otherwise authorized or directed by the appropriate Dean or Vice President, a unit member shall not spend more than two hours total on all evaluation activities in a semester.

- 8.2.7** The evaluator must complete all forms during or immediately following the observation; notes may be taken during the visit.
- 8.2.8** 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.
- 8.2.9** 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), review of the self assessment, to identify and communicate the strengths and weaknesses of the unit member, to identify and communicate any areas that may be in need of improvement and to review the evaluation of duties and responsibilities.
- 8.2.10** 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.
- 8.2.11** Unit members who have assignments as instructional and non-instructional and/or multiple non-instructional faculty will be evaluated in each area assigned.
- 8.2.12** 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.
- 8.2.13** 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.
- 8.2.14** 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.

8.2.14.1 If a marginal/unsatisfactory evaluation is received the evaluators shall develop a written plan specifying the requirements for improvement of performance and follow-up evaluation. This written plan will be discussed at the post observation meeting and the unit member will have the opportunity to ask questions and make comments about the written plan. A follow-up evaluation shall be conducted in the subsequent semester and shall be conducted by the same evaluator(s) if available; if the same evaluator(s) is not available the district shall designate another evaluator. The unit member shall have one opportunity to have a different evaluator perform the follow-up evaluation.

8.2.14.2 If a follow-up evaluation is conducted per article 8.2.14.1 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.

8.2.15 DEIA Reopener: The parties agree to reopen negotiations regarding the implementation of DEIA principles and procedures of evaluation within 30 calendar days of request by either party, provided that reopeners shall be limited to evaluation criteria and procedures and shall not encompass compensation.

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 is granted based on an employee's service within a specific discipline effective Fall 2025. Unit members employed prior to Fall 2025 will maintain the reemployment preference date within all disciplines for which they attained reemployment preference prior to July 1, 2025. Reemployment preference in a discipline 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. Disciplines are determined by the "Minimum Qualifications for Faculty and Administrators in California Community Colleges" as published by the California Community Colleges Office.

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 in a Discipline

The following criteria shall apply to placement of any unit member on the reemployment list in any discipline for which the unit member had not already attained reemployment preference prior to July 1, 2025.

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 in a discipline after service to the District over four semesters within not more than three academic years in a discipline.

10.1.2.3 The unit member earns an overall "competent" or greater score on their evaluations in the discipline during the first four semesters of employment. Reemployment preference shall apply only to the discipline for which a unit member was originally hired , unless

the unit member (1) applies and is hired for an additional discipline through the formal part-time recruitment process and (2) establishes eligibility for reemployment preference in an additional discipline pursuant to this Section 10.1.2 including through evaluation in the additional discipline.

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 removed 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 as defined in 10.3 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 When available, 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. In all cases, part-time faculty assignments shall be temporary in nature, contingent on enrollment and funding, and subject to program changes, and no part-time faculty member shall have reasonable assurance of continued employment at any point, irrespective of the status, length of service, or reemployment preference of the part-time temporary faculty 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

1. Seniority is determined by the first day of the semester immediately following a unit member's attainment of 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.
2. 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.
3. 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.
4. If a unit member possesses qualifications to work in multiple disciplines, the unit member shall apply and be hired for an additional discipline through the formal part-time recruitment process.
5. 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.
6. 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.
7. 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.
8. If the District adds new classes to the schedule, with the exception of a new class added to the schedule because of 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 the District adds a new class to the schedule because of a class cancellation, the District may assign the new class to the faculty member whose class was cancelled.
9. 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 weeks' pay if a replacement class is not available.
 10. 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.
 11. 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.
 12. 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.
 13. 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.
 14. 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.
 15. 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 the

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 classrooms. If the second or third section does not meet at least the minimum of eighteen (18) students as of census, that additional section will be cancelled and the instructor will receive a stipend using the compensation formula in Article 10.5.

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. Office hours are used for meeting with students and responding to student emails. Performance of office hours are optional and must be requested in writing by the unit member and be pre-approved in writing by the appropriate Dean or Vice President within two weeks following the start of the semester. Office hours that are requested no later than two weeks following the start of the semester will not be rejected without good cause in writing. If, within three weeks following the start of the semester, the appropriate Dean or Vice President does not respond in writing to the unit member's written request for office hours, the lack of response shall be deemed as a rejection. Office hours will be paid at the Extra Duty rate.

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

Unit members shall not exceed the number of office hours per week for which the Dean or Vice President has given advance written approval. Office hours are compensated at the current Extra Duty Rate . Unit members must submit an office hour service form monthly in order to be paid and the hours will be paid monthly. Unit members must submit an office hour service form at the end of each month in which the unit member accurately records the dates and times actually spent in office hours during that month in order to be paid. The unit member will be paid for office hours actually worked in the pay period with advance written approval of their Dean or Vice President and recorded on the office hours service form.

Office hours can be held either online through District approved video conferencing platform, Learning Management System, or in a traditional face to face meeting on campus which best meet the needs of the students. If office hours are held online, unit

members are expected to be available to respond to students through email, a discussion board, chat board, or other District approved 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 reschedule office hours 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 Extra Duty Rate for attendance in meetings of these committees.

Unit members must submit a committee service form monthly in order to be paid, in which the unit member accurately records the dates and times of actual attendance in committee meetings during that month. Committee attendance will be paid monthly.

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 There shall be four pay rates: Credit Instructional: Non-Credit Instructional: Non-Instructional Counselor/Librarian: and Extra Duty.

13.2 Instruction

A unit member will be paid a total amount for each course that the unit member teaches, based on the applicable per-course formula as stated herein. The mutual intent of the parties is that the total amount per course, as established by the applicable per-course formula, constitutes the total pay due to the unit member for all work performed for the course, including delivery of instruction (in-person or online), as well as additional teaching-related activities such as course preparation and student assessment/grading, provided however the per-course pay formula does not include pay for office hours and committee attendance, pay for which is specifically addressed elsewhere in this contract.

13.2.1 For teaching for-credit courses, a unit member will be paid on a per-course basis according to the following formula: $\$85.75 \times (\text{number of units}) \times 16$. The formula will apply regardless of the number of calendar weeks for which the course is scheduled. For example, pay for teaching a 3-unit course will be the same, regardless of whether the course is offered as a 16-week course or as an 8-week course. This is the Credit Instructional Rate.

13.2.2 For teaching non-credit courses, a unit member will be paid on a per-course basis according to the following formula: $\$75 \times (\text{number of scheduled classroom hours per week according to class schedule}) \times 16$. This is the Non-Credit Instructional Rate.

13.2.3 The pay formulas above compensate the unit member not only for time spent in delivery of instruction according to the published class schedule, but also for time spent in additional teaching-related activities such as course preparation and student assessment/grading. For every unit of instruction (for credit courses), and for every classroom hour for non-credit courses), a maximum of one and one quarter (1.25) additional hours per week is allotted for additional teaching-related activities.

For example, for a three unit course, a maximum of three and three quarter (3.75) hours per week are allotted for teaching-related activities in addition to instruction time. The total number of hours that a unit member works in teaching a course shall not exceed instruction time according to the published class schedule plus additional hours spent in teaching-related activities up to the maximum as provided herein. A unit member is not permitted to work in excess of this maximum without advance written authorization from the appropriate Dean and Vice President. Approval of additional hours is in the discretion of the appropriate Dean and Vice President.

13.2.4 No work is permitted in excess of the maximum hours as provided herein,

except as expressly provided herein. In the event a unit member works hours in excess of the maximum permitted herein, the unit member will be paid for such hours on an hourly basis, at minimum wage. A unit member's failure to request and obtain advance written approval to work hours in excess of the maximum provided herein shall establish a presumption that the unit member completed all teaching-related activities within the maximum provided herein.

13.3 "Non-Instructional Counselor/Librarian Rate" shall be compensated at an hourly rate of \$76.20.

13.3.1 The "Extra Duty Rate" shall be compensated at an hourly rate \$75.00.

13.4 The Credit Instructional, Non-Credit Instructional, and Non-Instructional Counselor/Librarian, and the Extra Duty pay rates are effective as of July 1, 2025.

13.5 Effective July 1, 2026, all four rates listed in 13.1 will increase by 70% of state-funded COLA for 2026-2027.

13.6 Acknowledgment/Certification – Commencing July 1, 2026, for each term in which a unit member has an assignment, the unit member will sign an acknowledgment that their Credit Instructional And Non Credit Instructional rates of pay constitutes the total pay due to the unit member for all work performed for the course, including all duties as delineated in 13.2, and that the unit member is subject to the hours limitations and approval requirements as delineated in 10.10, 10.11, 13.2.3, 13.2.4, 13.6, 13.8 and 13.9. The District shall provide an acknowledgment form with the assignment offer provided to the unit member with their semester/winter/summer assignments and the rates of pay for each assignment, and the unit member shall return a signed acknowledgment no later than the start of the term. If a unit member fails timely to return a signed acknowledgment prior to a start of a term, the District may withdraw the assignment(s), and the unit member shall be removed from all reemployment lists. In the event the District offers an assignment to a unit member after the start of the term, the unit member shall be required to sign the acknowledgement prior to commencing the assignment, and the District may withdraw the offer of assignment if the unit member does not sign the acknowledgment within 48 hours of transmittal.

13.7 In no case may a unit member work more than 29 hours in a week, inclusive of classroom teaching time, office hours, committee attendance, preparation time and grading, and any other duties except stipend assignments as provided in 13.10, without prior written approval of the appropriate Dean and Vice President.

13.8 In the event a unit member submits a claim for work performed beyond the permitted hours and it is determined that this is work that the District is required to compensate, the hourly rate for such work will be the current minimum wage in effect at the time the work was performed.

13.9 Effective July 1, 2025, unit members who are assigned tasks directly related to their primary position responsibilities shall be compensated at the Extra Duty Rate (e.g. development of SLOs/SAOs, data entry analysis of SLOs), up to the number of hours approved in advance in writing by the appropriate Dean or Vice President. A unit member may not exceed these allotted hours unless the unit member requests and receives advance written approval from the appropriate Dean or Vice President.

- 13.10** Effective July 1, 2025, unit members who participate in other activities pre-approved in writing by the area Dean or administrator 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.

POSITION	UNITS	STIP END
Corrections Academy Coordinator *when in session (selected by the District)	3	\$4050
	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.		

- 13.11** Effective July 1, 2025, 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 \$84.38 X 16 = 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.

13.12 CCR and Dual Enrollment Assignment Special Compensation

Effective January 1, 2026, part time faculty assigned courses at the Correctional facilities/Prisons and/or Dual Enrollment at local high schools will be entitled to a stipend of \$100 for each semester or term they are assigned to work at an off-campus site. This stipend covers mileage and travel time.

Effective July 1, 2025, unit members assigned to courses or to provide services at the Correctional facilities will be compensated for 30 minutes at the Extra Duty Rate to pass through the checkpoints when entering and leaving the Prison.

Effective July 1, 2025, 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 Extra Duty 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 Extra Duty Rate effective July 1, 2025. 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.

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, 875 hours to STRS as one year of service credit for noncredit and adult education instruction, 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 1st shall be deemed as a waiver of this right.

ARTICLE 19 EFFECT AND TERMS OF AGREEMENT

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

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

This Agreement shall become effective upon ratification and shall continue in effect up to and including June 30, 2028.

The contract term is for July 1, 2025 – June 30, 2028, with no re-openers.

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

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

ASSOCIATION

Joe Arambula

Joe Arambula (May 14, 2026 16:05:48 PDT)

Joe Arambula, PTFA President

Date: May 14, 2026

DISTRICT

Johanna Fisher

Johanna Fisher (May 15, 2026 09:00:41 PDT)

Johanna Fisher, District Lead Negotiator

Date: May 15, 2026

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

FORM #	TITLE
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	ADMINISTRATOR EVALUATION OF DUTIES AND RESPONSIBILITIES
9	SELF EVALUATION
10	EVALUATION PRE-OBSERVATION MEETING (optional)
11	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

2 Competent

4 Very Effective

1 Marginal or Unsatisfactory

3 Above Average

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:

Comments:

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:

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:

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:

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:

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:

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:

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:

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
89-70 Very Effective
69-54 Above Average

55-40

39 or below

Competent

Marginal or Unsatisfactory

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

	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.)							
Overall Ranking (only one score, please): 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.							Total points possible:
Sum of each column:							

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 Student Services

 Signature

 Date

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*

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

Comments:

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

Comments:

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

Comments:

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

Comments:

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

Comments:

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: _____

_____ 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: _____

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: _____

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:

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:

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:

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:

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:

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:

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:

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:

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:

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.

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

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

Comments: _____

**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?

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

IMPERIAL VALLEY COLLEGE EVALUATION OF DUTIES AND RESPONSIBILITIES
PART TIME TEACHING FACULTY

Faculty Member: _____

Semester: _____

Scoring:NA = Not Applicable2 = Fair4 = Good1 = Needs Development3 = Competent5 = Exceeds
Standards

		<u>Mark Appropriate Response</u>					
<u>I.</u>	<u>Performance of professional responsibilities:</u>	<u>NA</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
	<u>A. Holds class consistently as scheduled</u>						
	<u>B. Maintains and submits appropriate records</u>						
	<u>C. Participates in the development, assessment, and evaluation of student learning outcomes as appropriate</u>						
<u>Comments:</u>							

		<u>Mark Appropriate Response</u>	
<u>II.</u>	<u>DEIA Competency: Articulates the importance and impact of DEIA and anti- racism as part of the institution's greater mission.</u>	<u>Yes</u>	<u>No</u>
	<u>A. Adherence to Board Policy/ Administrative Procedure on DEIA</u>		
	<u>B. Submitted DEIA self-evaluation</u>		
	<u>C. DEIA District Policy language included in course syllabus</u>		
	<u>D. Completion of DEIA training (1 time per 3 year cycle)</u>		
<u>Comments:</u>			

Faculty Member Name_____
Signature_____
Date_____
Evaluator Name_____
Signature_____
Date

IMPERIAL VALLEY COLLEGE EVALUATION OF DUTIES AND RESPONSIBILITIES
PART TIME COUNSELING FACULTY

Faculty Member: _____

Semester: _____

Scoring:

NA = Not Applicable1 = Needs Development2 = Fair3 = Competent4 = Good5 = Exceeds
Standards

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

		<u>Mark Appropriate Response</u>	
<u>II.</u>		<u>Yes</u>	<u>No</u>
	<u>DEIA Competency: Articulates the importance and impact of DEIA and anti- racism as part of the institution's greater mission.</u>		
	<u>A. Submitted DEIA self-evaluation</u>		
	<u>BA. Adherence to Board Policy/ Administrative Procedure on DEIA</u>		
	<u>BC. Completion of DEIA training (1 time per 3 year cycle)</u>		
<u>Comments:</u>			

**IMPERIAL VALLEY COLLEGE EVALUATION OF DUTIES
AND RESPONSIBILITIES PART-TIME LIBRARIANS**

Faculty Member: _____

Semester: _____

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

		<u>Mark Appropriate Response</u>					
<u>I.</u>	<u>Performance of professional responsibilities:</u>	<u>NA</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
	<u>A. Performs specific duties as directed</u>						
	<u>B. Participates in regular improvement of area</u>						
	<u>C. Conducts reference interviews in person, online, and by telephone</u>						
	<u>D. Maintains reference desk hours</u>						
	<u>E. Conducts workshops or training</u>						
	<u>F. Participates in the development, assessment, and evaluation of student learning outcomes/service area outcomes as appropriate</u>						
	<u>G. Professionalism</u>						
<u>Comments:</u>							

		<u>Mark Appropriate Response</u>	
<u>II.</u>		<u>Yes</u>	<u>No</u>
	<u>DEIA Competency: Articulates the importance and impact of DEIA and anti- racism as part of the institution's greater mission.</u>		
	<u>A. Submitted DEIA self-evaluation</u>		
	<u>AB. Adherence to Board Policy/ Administrative Procedure on DEIA</u>		
	<u>BC. Completion of DEIA training (1 time per 3 year cycle)</u>		
<u>Comments:</u>			

Faculty Member Name

Signature

Date

Evaluator Name

Signature

Date

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

Faculty Member: _____

Semester: _____

Scoring:NA = Not Applicable1 = Needs Development2 = Fair3 = Competent4 = Good5 = Exceeds
Standards

		<u>Mark Appropriate Response</u>					
<u>I.</u>	<u>Performance of professional responsibilities:</u>	<u>NA</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
	<u>A. Performs specific duties as directed</u>						
	<u>B. Participates in regular improvement of area</u>						
	<u>C. Participates in the development, assessment, and evaluation of student learning outcomes/service area outcomes as appropriate</u>						
	<u>D. Professionalism</u>						
<u>Comments:</u>							

		<u>Mark Appropriate Response</u>	
<u>II.</u>	<u>DEIA Competency: Articulates the importance and impact of DEIA and anti- racism as part of the institution's greater mission.</u>	<u>Yes</u>	<u>No</u>
	<u>A. Submitted DEIA self-evaluation</u>		
	<u>A.B Adherence to Board Policy/ Administrative Procedure on DEIA</u>		
	<u>BC. Completion of DEIA training (1 time per 3 year cycle)</u>		
<u>Comments:</u>			

Faculty Member Name_____
Signature_____
Date_____
Evaluator Name_____
Signature_____
Date

IMPERIAL VALLEY COLLEGE PART TIME FACULTY SELF-ASSESSMENT

Faculty Self-Assessments should include the faculty member's name, date of self-assessment, updated Vitae if applicable, and academic year of self-assessment. In all of the following areas as appropriate, state the degree to which you successfully completed the planned efforts stated in the previous self-assessment.

1. Interaction with and effect on students

Describe how you work to develop a good professional working relationship with students. Describe the effects that you believe your instruction/counseling/librarianship has on students.

2. Future Professional Objectives

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

3. DEIA Competency:

Demonstrates an understanding of lived experiences of culturally diverse students, employees and communities in the district and uses that understanding to contribute to student success equity inclusion and accessibility

Criteria: Comment on how you have included these policies in your courses. How do you communicate DEIA concepts to students? Teaching Faculty: Is DEIA language included in your syllabus and/or lecture content? Non-Teaching Faculty: Is DEIA language posted in your student accessible workspace? List any plans you have for your future development as a professional. How might the college facilitate these plans?

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

IMPERIAL VALLEY COLLEGE
REMEDATION PLAN OF ACTION FORM

Faculty Member: _____ Semester: _____

Semesters of Experience in Current Position: _____ Date: _____

Actions to be performed by Faculty Member:
(Be specific, giving dates for completion to ensure that goals are attainable in the time limit specified.)

Actions to be performed by Evaluator(s)
(Be Specific.)

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

Date Form Completed: _

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

**IMPERIAL VALLEY COLLEGE
REMEDATION PLAN OF ACTION FORM**

Faculty Member: _____ Semester: _____

Semesters of Experience in Current Position: _____ Date: _____

Actions to be performed by Faculty Member:

(Be specific, giving dates for completion to ensure that goals are attainable in the time limit specified.)

Actions to be performed by Evaluator(s)

(Be Specific.)

--	--	--

Evaluatee

Signature

Date

--	--	--

Evaluator

Signature

Date

--	--	--

Dean or Designee

Signature

Date

--	--	--

VP for Academic Services

Signature

Date

Date Form Completed: _

IVCPTFA Contract 2025-2028 (final TA - 5.13.26)

Final Audit Report

2026-05-15

Created:	2026-05-13
By:	Martha Gutierrez (martha.gutierrez@imperial.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyv9jwjXD1jOAOjuclpzBTMTT_073Z6YW

"IVCPTFA Contract 2025-2028 (final TA - 5.13.26)" History

-  Document created by Martha Gutierrez (martha.gutierrez@imperial.edu)
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