Imperial Valley College CCA/CTA/NEA
Advocating for Community College Faculty

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IVC
PRESIDENT'S OFFICE

December 6, 2010

Board of Trustees Imperial Community College District
Dr. Ed Gould, Superintendent/President
P.O. Box 158
Imperial, CA 92251

Dear Trustees and Dr. Gould:

Please accept this letter as our official intent to open contract negotiations for the 2011-12 and 2012-13 fiscal years. We intend to open negotiations as soon as legally possible following the Board of Trustees meeting on December 15, 2010. We will be negotiating the entire contract between the District and the Association.

Negotiations are anticipated to include, but not be limited to, specific discussions on the following topics:

Article 6: Leaves

6.9 Family and Medical Leave
Revise section to comply with current laws and regulations.

Article 9: Faculty Service Areas and Competency

Expansion of this section to include definitions, procedures and designation of authority for granting of minimum qualifications.

Article 11: Tenure Review

Changes to timing and frequency of observations and evaluation cycle based on 16-week semester calendar and administrative organizational changes

Article 12: Grievance Procedure

Add procedure for binding arbitration for all grievances

Article 13: Professional Responsibilities and Discipline

Negotiate issues of workplace civility and conduct.

Article 14: Contract Year, Calendar and Pay Warrants

14.2 Pay Warrants
Discuss adjustments to the timing of pay warrants.

14.3 Calendar
Discuss alternative calendar configurations for 2011-12 and 2012-13.

Article 15: Workload

Negotiate issues of Student Learning Outcomes (SLO's) and Service Area Outcomes (SAO's). Discuss contract language throughout Article 15 as appropriate, but specifically:

15.3.3 Contract Load for Department Chairs, Distance Education Coordinator, E.M.S. Coordinator, and POST Coordinator
Negotiate issues of reassigned time and contract load with regard to administrative organizational changes.

15.15 Default Course Assignment Procedure
Negotiate issues of right of first refusal.

Article 17: Compensation

Negotiate compensation for developing, assessing, and evaluating Student Learning Outcomes (SLO's) and Service Area Outcomes (SAO's). Discuss contract language throughout Article 17 as appropriate, but specifically:

17.1 Salary Schedules
- Modify and increase salary schedules.
- Reimburse 2.24% salary loss from 2010-11.

17.2.2.1.3 Elimination of Recency Requirement
Remove this section from the contract.

17.5 Overload Assignments
Increase the overload rate of pay.

17.7 Administering Examination for Credit
Increase compensation to $150.00 per exam per course.

17.13 Lecture Reassigned Time
- Negotiate issues of reassigned time with regard to administrative organizational changes.
- Negotiate procedures for faculty reassigned time.

17.14.1 Distance Education Course Development
Negotiate issues of reassigned time with regard to course development.

17.16.2.1 ATLAS Grant
Negotiate contract language to be consistence with the terms of the grant and with the terms of the contract.

17.16.2.2 WIB Grants
Negotiate contract language to be consistent with the terms of the grant and with the terms of the contract.

17.17.3.4 Grant Positions
Negotiate appointment of faculty for grant positions.

Article 21: Miscellaneous

New Section:

21.10 Early Retirement Incentives
Negotiate early retirement incentives.

Article 22: Affect and Terms of Agreement

Negotiate the length of the agreement.

The negotiators for the Association are Frances Beope (Lead), Mary Lofgren, Eric Jacobson, Edward Wells (alternate), and Marianne Reynolds, CTA regional representative. Please communicate with me and Frances Beope regarding all issues pertaining to negotiations.

Respectfully submitted,

Gaylla A. Finnell
IVC CCA/CTA/NEA President

TO: Frances Arce-Gomez, President

IVC CSEA

FROM: Imperial Community College District

Board of Trustees

DATE: December 9, 2010

SUBJECT: Request to Reopen Contract for 2011-2012

The Imperial Community College District elects to reopen negotiations for the 2011-2012 school year and gives notice of its intention to commence negotiations on the following with association representatives.

ARTICLE 8 - SALARY

The district elects to reopen ARTICLE 8, SALARY, and will submit a proposal that compensation be determined based upon any net increase in apportionment (i.e. cost of living increases) from the State and other unrestricted revenue received by the district, as well as any increased expenses of the district, with contingencies for any mid-year budget cuts imposed by the State during the 2011-2012 school year. The district will also submit a proposal that permits the district to merge the regular end of month pay warrant with any overtime or additional compensation.

ARTICLE 10 - INSURANCE

The district elects to reopen ARTICLE 10, INSURANCE, and will submit a proposal that modifies the coverage options based on total costs.

ARTICLE 19 - DISCIPLINARY PROCEDURE

The district elects to reopen ARTICLE 19, DISCIPLINARY PROCEDURE and will submit a proposal that revises the Pre and Post-disciplinary hearing procedures along with costs.

Dr. Ed Gould, Superintendent / President
Secretary, Board of Trustees

TO: Gaylla Finnell, President

IVCC CCA/CTA/NEA

FROM: Imperial Community College District

Board of Trustees

DATE: December 9, 2010

SUBJECT: Initial Proposal for 2011-2012

The Imperial Community College District elects to opens negotiations for the 2011-2012 school year and gives notice of its intention to commence negotiations on the following with association representatives.

ARTICLE 11 - TENURE REVIEW

The district elects to reopen ARTICLE 11 TENURE REVIEW, and will submit a proposal to modify the process, timeline and collateral documentation.

ARTICLE 14 - CONTRACT YEAR, CALENDAR AND PAY WARRANTS

The district elects to reopen ARTICLE 14 CONTRACT YEAR, CALENDAR AND PAY WARRANTS, and will submit a proposal that determines the academic calendar for the next two years, the number of required service days, and which permits the district to merge the regular end of month pay warrant with any overload /additional compensation.

ARTICLE 17 - COMPENSATION

The district elects to reopen ARTICLE 17 COMPENSATION, and will submit a proposal that compensation be determined based upon any net increase in apportionment (i.e. cost of living increases) from the State and other unrestricted revenue received by the district, as well as any increased expenses of the district, with contingencies for any mid-year budget cuts imposed by the State during the 2011-2012 school year. The district will also submit a proposal that determines compensation for any assignments in excess of the regular faculty workload (i.e. optional summer intersession / overload).

ARTICLE 18 - HEALTH AND WELFARE BENEFITS

The district elects to reopen ARTICLE 18 HEALTH AND WELFARE BENEFITS, and will submit a proposal that modifies the coverage options based on total costs.

Dr. Ed Gould, Superintendent / President
Secretary, Board of Trustees