

## Memorandum of Understanding – Dual Enrollment Program

This Memorandum of Understanding is entered into between the Imperial Community College District (District) and the Imperial Valley College Chapter of the Community College Association/California Teachers Association/National Education Association (Association) and applies only to the **2017-18** Academic Year.

WHEREAS, the District has entered into College and Career Access Pathways, Dual Enrollment Partnership Agreements (CCAP Agreements) with Central Union High School District, Imperial Unified School District, and Calipatria Unified School District to develop and implement dual enrollment programs offering college classes at the high schools in each of these Districts during the 2017-18 academic year; and

NOW, THEREFORE, the District and Association agree to the following with respect to the District's implementation of the CCAP Agreements:

1. Unit members will not be required to accept any assignment at any of the high schools participating in the CCAP Agreements.
2. Classes taught at the high schools cannot take away from classes taught at IVC. Full course sections being taught at IVC will not be cancelled in order to staff and offer classes at any of the high schools. The courses taught at the high schools must be in addition to the regular sections offered at IVC.
3. Instructional assignments can be taught as either part of a unit member's load or as overload.
4. Teaching faculty members may hold up to one-half hour of their four required office hours each week at the high school where he/she is teaching a class;
5. Non-teaching unit members who provide services at the high schools will do so as part of their normal work day and will, under normal circumstances, not be required to be at the high school for longer than their standard workday.
6. Any trainings, orientations, workshops, or meetings required of unit members to prepare to teach at, or during the course of teaching an assignment at a high school, by either the District or any of the high schools will be compensated at the current overload rate for the actual number of hours that the meeting takes place, rounded to the nearest quarter hour, or for one hour, whichever is greater. 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.
7. Unit members who provide services at the high schools are required to comply with established laws, regulations, and rules governing K-12 schools.

- 8. Normal course assignment procedures, including seniority selection of classes will apply. Full time faculty who wish to teach a class at any of the high schools will have priority over part time faculty for assignments.
- 9. Unit members, who are required to travel between Imperial Valley College and any of the high schools will be compensated a flat rate (based on the current IRS mileage rate) of \$6.85 (12.8 miles x .535) per trip for services rendered at Central High School, \$8.56 (16 miles x .535) at Southwest High School, \$6.31 (11.8 miles x .535) at Desert Oasis High School; \$5.99 (11.2 miles x .535) for services rendered at Imperial High School and \$28.14 (52.6 miles x .535) for services rendered at Calipatria High School. A unit member who travels only between their home and a high school site will not be entitled to compensation for their mileage. The unit member will keep a trip log with dates and mileage, supported by documentation, which will be turned in at the end of each month for mileage compensation.
- 10. If during the course of the 2017-2018 academic year, any issue arises impacting the working conditions of the unit member under this agreement, not herein expressly covered, the District agrees to notify the Association in order to negotiate the issue and modify this Memorandum of Understanding.
- 11. All other provisions of the Association contract not modified herein remain in force and are applicable to the unit member's assignment at any of the high schools.

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2017, at Imperial, California.

**IMPERIAL COMMUNITY COLLEGE DISTRICT**

**IVC CHAPTER CCA/CTA/NEA**

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Victor Jaime, Superintendent/President

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Mary-Jo Wainwright, President