

# AGREEMENT

BETWEEN

MONTEREY PENINSULA  
COMMUNITY COLLEGE DISTRICT

AND

MONTEREY PENINSULA COLLEGE  
TEACHERS ASSOCIATION  
(MPCTA)/CTA/NEA

July 1, 2019– June 30, 2022

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**PREAMBLE**

This is an Agreement made and entered into this 10th day of September of 2019, between the MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District," and the MONTEREY PENINSULA COLLEGE TEACHER'S ASSOCIATION (MPCTA)/CTA/NEA, hereinafter referred to as the "Association." This Agreement is entered into pursuant to Sections 3540 et seq. of the Government Code of the State of California. The term "Agreement" hereinafter shall mean this entire document, including Exhibits. This Agreement shall be effective July 1, 2019.

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## ARTICLE 1 – RECOGNITION

### 1.1 **Acknowledgment**

The District recognizes the Association as the Exclusive Representative for the unit of employees certified by the Public Employment Relations Board on December 22, 1978, to the full extent of all law appertaining:

THE UNIT SHALL INCLUDE:

All positions requiring certification qualifications, including division chairpersons;

AND SHALL EXCLUDE:

Superintendent/President  
Vice President for Administrative Services  
Vice President of Academic Affairs  
Vice President of Student Services  
Dean of Student Services  
Dean of Instruction, Liberal Arts  
Dean of Instruction, Occupational Education & Economic Development  
Dean of Technology  
Associate Dean, Human Resources  
Associate Dean, Student Services (2)  
Director of the Children's Center  
Apprenticeship Program instructors  
Fire Science instructors  
Parks and Recreation instructors  
All other instructional contract instructors (e.g., Nursing Program, Personal Fitness, Drama, Public Safety Training)  
Classified supervisory, management, and confidential employees  
Administrators  
Consultants and guest lecturers  
Employees who teach only non-credit (400) Older Adult courses  
Employees hired as substitutes only.

### 1.2 **New Position and Redefinition of Position**

The placement of new or redefined positions which are or may be related to faculty duties in or out of the unit shall be discussed and clarified with the Association. Should the issue not be resolved within thirty (30) days of the establishment of a new or redefined position or within a mutually agreed to time, it shall be submitted to the Public Employment Relations Board and shall not be processed as a grievance. The District designation of a new or redefined position shall remain in effect until the issue is resolved.

### 1.3 **Contracting Out**

Before executing a contract for services which have been routinely performed by members of the bargaining unit and which will result in a lay-off, reduction of assigned hours, transfer or assignment of unit members, the District shall provide the Association with at least ten (10) days notice and an opportunity to negotiate the decision and the effects of the proposed contract for services on the mandatory subjects of bargaining.

### 1.4 **Requests for Contracting Out**

All requests for "contracting out" shall be submitted to the District's Chief Negotiator or designee for review and appropriate action prior to implementation.

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<b>ARTICLE 2 – NON-DISCRIMINATION</b>
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Neither the District nor the Association shall illegally discriminate against any member of the negotiating unit or against any member of the Governing Board regarding matters specifically set forth in this Agreement because of race, color, ancestry, creed, religion, age, sex, national origin, political belief or affiliation, domicile, marital status, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition or family relation to other employees or members of the Governing Board.

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## ARTICLE 3 – NEGOTIATION PROCEDURES

### 3.1 Notification

If either party desires to alter or amend this Agreement, it shall, not less than one hundred twenty (120) days prior to the expiration date, provide written notice to the other party of said desire to alter or amend.

### 3.2 Presentation of Association Proposals

No later than a reasonable time after presenting a written notice to alter or amend, the Association shall present its initial proposals in accordance with the public notice provisions of the Government Code Section 3540 et seq.

### 3.3 Commencement of Negotiations

After the District presents its initial position in accordance with the public notice provisions of the Government Code Section 3540 et seq. negotiations shall commence at a mutually acceptable time and place.

### 3.4 Release Time for Negotiations

A reasonable number of Association representatives shall be provided reasonable release time as described in Exhibit D without loss of compensation for the purpose of meeting and negotiating.

### 3.5 Consultants

Either party may utilize the services of consultants to assist in the negotiations process.

### 3.6 Ratification

Ratification of a total agreement by the District and the Association shall be sought within a reasonable time after tentative agreement has been reached, but not later than the next regularly scheduled meeting of the Governing Board after ratification has been accomplished by the Association.

The Association shall have at least fourteen (14) calendar days to ratify the Agreement after tentative agreement is reached. In the event the next regularly scheduled meeting of the Governing Board will result in untimely consideration of the tentative agreement, a special Governing Board meeting may be called for that purpose.

By mutual consent, individual tentative agreements may be taken to the Association membership and the Governing Board for ratification when such individual action is deemed appropriate and necessary.

### 3.7 Agreement of Parties

This Agreement covers all matters negotiated by the parties. Negotiations shall not take place during the term of this Agreement on matters negotiated but not included with this Agreement except for negotiations on a successor agreement. The District reserves the right to take action on any items not included in the contract.

### 3.8 Contract Interpretation

In the event of a disagreement over contract interpretation, the President/Superintendent (or designee) and the Association President (or designee) will meet informally and attempt to resolve the issue. They may make recommendations to the negotiating representatives for contract language modifications or additions. Their work is not intended to substitute for negotiations between the District and Association, or to supersede the negotiations process. It will not abrogate or infringe upon the rights of the Association and its members under Article 6 (Grievance) or Article 7 (Complaints.)

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## ARTICLE 4 – ASSOCIATION RIGHTS

### 4.1 Access to Members

Representatives of the Association shall have the right of access at reasonable times to areas in which employees work, provided such activity does not disrupt the College's operations.

#### 4.1.1 Definition of Reasonable Times

Representatives of the Association may engage in legal organizational activities involving direct contact with teaching and non-teaching unit members when such unit members are not engaged in teaching, counseling, holding scheduled office hours, or participating in other District approved or assigned activity.

### 4.2 Access to Bulletin Boards

The Association may use bulletin boards designated by the district in consultation with the appropriate department and/or division chairs, in all division offices, the administration building, the printing center, LTC faculty lounge, and the offices at the Marina Education Center and Seaside Public Safety Training Center. Requests for bulletin boards in other places are to be made to the Vice President for Administrative Services for administrative consideration.

### 4.3 Access to Equipment

The Association may use District owned duplicating machines on a fair share cost basis in order to prepare documents used exclusively at the table in negotiating with the Governing Board representatives so long as the use is in accordance with college procedures and does not conflict with instructional support users.

### 4.4 Furnishing of Information

Information which is readily available to the general public shall be furnished to the Association upon request. The District may charge for the cost of reproduction and materials necessary to furnish the requested information, but the District shall have no obligation to provide information in a format other than the format that is readily available.

Upon request, the names and addresses of unit members shall be released to the Association at the beginning of each academic year and upon request periodic updates. Telephone numbers will be included for those employees who authorize their release. These names and addresses shall be used by the Association only for those activities required for exercise of its responsibility as an exclusive representative.

### 4.5 Faculty Status

Nothing in the implementation of AB 1725 shall deprive faculty members or the Association of their status or their rights under Section 3540-3549 of the Government Code. Faculty members who are primarily engaged in faculty or other bargaining unit duties and who perform "supervisory" or "management" duties incidental to their performance of primary professional duties shall not be deemed supervisory or managerial employees as those terms are defined in Section 3540.1 of the Government Code, because of those duties. These duties include, but are not limited to, serving on hiring, selection, promotion, evaluation, budget development, and equal employment opportunity committees, and making effective recommendations in connection with these activities. Those employees whose duties are substantially similar to those of their fellow faculty members shall not be considered supervisory or management employees.

**4.6 Association Office**

The District shall provide the Association with an office on the Monterey campus.



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## **ARTICLE 5 – PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS**

### **5.1 Dues**

Any unit member who is a member of the Association or who has applied for membership may sign and deliver to the District administration through the designated unit representative an assignment authorizing deduction of unified MPCTA/CTA/NEA dues. Such authorization shall continue in effect from year to year unless revoked in writing within the thirty (30) day period following the expiration of this Agreement. Pursuant to such authorization, the District shall deduct one tenth of such dues from the regular salary check of the unit member each month for ten (10) months commencing on or about September 2. Deductions for unit members who sign such authorization after the commencement of the academic year shall, at the designation of the Association representative, be appropriately prorated to complete payments by the end of the period of which the unit member is employed during the current academic year.

### **5.2 Hold Harmless**

The Association shall indemnify and hold harmless, including reasonable attorney's fees, the District and its officers or representatives, against claims because of civil or other actions arising from the administration and implementation of this Article, except for claims that arise because of negligence on the part of the District.

### **5.3 Remittance of Sums and Names**

With respect to all sums deducted in accordance with 5.1 above, the District agrees promptly to remit monthly, within fifteen (15) days following the date of deduction on the unit member's pay warrant, such monies to the Association's designee, accompanied by an alphabetical list of unit members for whom such deductions have been made, indicating any changes in personnel from the list previously furnished.

### **5.4 Furnishing of Information**

The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

### **5.5 Other Deductions**

Upon appropriate written authorization from the unit member, and so far as the County Office of Education agrees, the District shall deduct from the salary of any unit member and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other legally authorized plans or programs.

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## ARTICLE 6 - GRIEVANCE PROCEDURE

This Article is intended to promote the early identification, review, and resolution of grievances at the lowest levels possible.

### 6.1 Definitions

#### 6.1.1 Grievance

A "grievance" is an allegation that the specific provisions of this Agreement have been misinterpreted, misapplied, or violated.

#### 6.1.2 Complaint

A "complaint" is an allegation made by an employee that he/she has been adversely affected in an employer-employee matter relating to policies, procedures and administrative guidelines not within the provisions of this Agreement or federal, state or local statutes, regulations or mandates, and shall be processed under the provisions of Article 7.

#### 6.1.3 Grievant

A "grievant" is any unit member or the Association adversely affected by an alleged violation of the specific provisions of this Agreement. Unless the Association is grieving Articles 3, 4, or 5 of this Agreement, the Association shall name a grievant for each grievance filed.

#### 6.1.4 Day

A "day" for purposes of this Article is any day in which the District administrative offices are open for business, exclusive of Saturdays, Sundays, and holidays. If an event giving rise to a grievance occurs during a unit member's program breaks, vacation, or recess, other than a long term leave of absence, a unit member shall file the grievance according to the ten (10) working day schedule set forth in Section 6.5.1.1; however, the District and the unit member may mutually agree to a delay in processing. The agreement shall be in writing.

#### 6.1.5 Immediate Supervisor

The "immediate supervisor" for the purpose of this section is the first level administrator who has been designated to adjust grievances and who has immediate jurisdiction over the grievant. A supervisor for the purpose of this provision is defined as any employee, regardless of job description, having authority in the interest of the employer to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to and direct them, or to adjust their grievances, or effectively recommend such action, if, in connection with the foregoing functions, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

### 6.2 General Provisions

#### 6.2.1 Representation

Each party upon request may be accompanied by a representative at each stage of the grievance procedure.

**6.2.2 Confidentiality**

During the processing of a grievance, every reasonable effort shall be made by the grievant, the Association, and the District to maintain confidentiality.

**6.2.3 Records**

All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and maintained in the Office of Human Resources. This file shall be available for inspection only on the basis of legitimate need. A grievance record/log shall be maintained of the persons having access, the nature of the need, and the purpose for which the information is to be used. All records used in the grievance procedure which may have derived from personnel, evaluation, or other files maintained by the District, shall be returned to those files without indication that they have been used in the grievance procedure.

**6.2.4 Appearances at Grievance Processing**

When it is necessary for a unit member to appear at a grievance meeting or hearing as a grievant or witness during the teaching day, the unit member shall, upon notice to the appropriate immediate supervisor, be released without loss of pay to participate in the activities. Reasonable efforts shall be made to schedule meetings at a time that does not conflict with regular duties and obligations.

**6.2.5 Conference**

Grievants and District representatives, upon request, shall have the right to a conference at each stage of the grievance process.

**6.2.6 Resolution of Grievances**

Any unit member may at any time present grievances to the District and have such grievances adjusted without the intervention of the Association, as long as the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of this Agreement; provided that the District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. Upon request of the grievant, the grievant may be represented at any stage of the grievance procedure by a representative of the Association.

**6.2.7 Forms**

Forms for filing grievances shall be prepared by the District and with the advice of the Association. Such forms shall be reproduced by the District. Grievance forms are attached as Exhibit H.

The originals of all forms completed during the grievance process, as well as of all written communications concerning the grievance, shall be submitted to the Office of Human Resources. Copies should be provided to the grievant, the appropriate administrator(s), and the Association, as applicable.

**6.3 Time Limits**

**6.3.1 Compliance and Flexibility**

With the written consent of both parties, the time limitation for any step may be extended or shortened.

**6.3.2 Calculation of Time Limits**

Time limits for appeal provided in each stage of the grievance process shall begin the day following receipt of a written decision or appeal by the parties.

**6.3.3 Expedited Time Limits**

In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the academic year by a temporary employee or by a continuing employee for whom the matter left unresolved until the beginning of the following academic year could result in harm to the grievant, the time limits set forth herein may be reduced so that the procedure can be completed prior to the end of the academic year or the parties shall set a date for completion with ten (10) days following that academic year.

**6.3.4 Failure to Meet Timelines**

Failure at any step of this procedure to communicate the decision on a grievance by the District within the specified time limits shall permit proceeding to the next step of the procedure within the time allotted had the decision been given. If the grievance is not processed by the grievant or grievants in accordance with the time limits, the decision last made by the District shall be deemed final.

**6.3.5 Initiation of Grievances**

A grievance must be initiated within ten (10) working days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. In cases of alleged contract violations that have occurred on a repeated and ongoing basis, grievants have not waived their rights to file grievances on current alleged contract violations when they did not file grievances regarding the alleged past violations. A grievance is initiated when a grievant asks the appropriate administrator for an oral conference pursuant to the procedures set forth in Article 6.5.1.1, 6.5.2.1, or 6.5.3.1.

**6.4 Exceptional Grievance Procedures**

**6.4.1 Multiple Grievants**

Aggrieved unit members affected by the same issue may consolidate their grievance as long as the District and the Association agree to such consolidation.

**6.4.2 Multiple Administrators**

If the grievance involves unit employees with different associate deans, deans or supervisors as defined in Section 6.1.5, the grievance shall be filed with each of those administrators who shall take joint action in accordance with the procedures described in Section 6.6.

**6.4.3 Grievances against an Associate Dean, a Dean or a Vice President**

In ordinary instances, an oral grievance will be initiated at Level I with the cognizant associate dean, dean, or immediate supervisor who will be the Level I Administrator. If the grievance involves action or inaction by an associate dean, a dean, or supervisor as defined in Section 6.1.5, the grievance shall be presented to the appropriate Vice President at Level II as defined in 6.5. If the grievance involves action or inaction by a vice president, the grievance shall be presented to the Superintendent/President at Level III as defined in 6.5.

#### **6.4.4 Violations of Articles 3, 4, or 5**

An allegation by the Association of a violation of Articles 3, 4, or 5 shall be presented to the Superintendent/President at Level III as defined in 6.5.

### **6.5 Grievance Levels**

There are three grievance levels adjudicated by different administrators.

#### **6.5.1 Level I – Informal Conference with Immediate Supervisor**

Any unit member who believes they have a grievance may first request an informal conference with their Immediate Supervisor within ten (10) working days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the potential grievance to discuss the potential grievance and attempt to resolve issues. The unit member shall identify the specific provisions of the Agreement that have been misinterpreted, misapplied, or violated.

##### **6.5.1.1 Level I – Formal Written Grievance with Immediate Supervisor**

The grievant may present a formal written grievance identifying the specific provisions of the Agreement that have been misinterpreted, misapplied, or violated, to an associate dean, a dean, or immediate supervisor as defined in Section 6.1.5, in all cases except those defined in Levels II and III, within ten (10) working days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance or within ten (10) working days after the informal conference with the Immediate Supervisor referenced in Article 6.5.0.

In cases of alleged contract violations that have occurred on a repeated and ongoing basis, grievants have not waived their rights to file grievances on current alleged contract violations when they did not file grievances regarding the alleged past violations.

The Level I Administrator shall hold discussions within ten (10) working days of receipt of the formal written grievance and attempt to resolve the matter within five (5) working days after the oral presentation of the grievance. If the Level I Administrator is unavailable, the Superintendent/President shall designate an alternate administrator to handle the informal conference. Within ten (10) working days after receiving the oral presentation of the grievance, the Level I Administrator or designee shall file a written decision to the Level I Grievance with the Office of Human Resources with a copy to the grievant and the Association.

#### **6.5.2 Level II-Formal Written Grievance with Vice President**

A Level II grievance is presented in writing, using the grievance appeal form (Exhibit H-2), to the appropriate Vice President in all cases when the grievance involves action or inaction by an associate dean, a dean, or immediate supervisor as defined in Section 6.1.5., and the Level I – Formal Written Grievance with Immediate Supervisor has concluded.

##### **6.5.2.1 The Level II Decision**

Within 10 working days after receiving the written grievance, the Level II Administrator may hold a conference with the grievant at the administrator's discretion. Within ten (10) working days after this conference (if held) or after receiving the Level II Grievance (if no conference is held), the Level II Administrator shall file a written

decision to the Level II Grievance with the Office of Human Resources, with a copy to the grievant and the Association.

### **6.5.3 Level III**

A Level III grievance is presented to the superintendent/president in all cases when the grievance involves action or inaction by a vice-president or when violations of Articles 3, 4, or 5 are alleged to have occurred, or if a grievance remains unresolved through Level I and II procedures.

#### **6.5.3.1 Oral Presentation at Level III**

If a grievance is initiated at Level III, the grievant shall follow the oral presentation procedure set forth in Article 6.5.1.1 and the "appropriate administrator" shall be the Superintendent/President or the Superintendent/President's designee ("Level III Administrator").

#### **6.5.3.2 Written Presentation at Level III**

Upon exhaustion of Article 6.5.1.1 (if required) or within fifteen (15) working days after receipt of the written decision at Level II, the grievant may file a Level III Grievance on the grievance appeal form (Exhibit H-2) to the Office of the Superintendent/President, with a copy to the Office of Human Resources, the administrator with whom the initial oral presentation was conducted, and the Association.

#### **6.5.3.3 The Level III Decision**

The Level III Administrator may hold a conference with the grievant at the administrator's discretion. Within ten (10) working days after this conference (if held) or after receiving the grievance appeal, the Level III Administrator shall file a written decision to the Level III Grievance with the Office of Human Resources, with a copy to the grievant and the Association.

## **6.6 Mediation**

### **6.6.1 Written Request for Mediation**

If the grievant is not satisfied with the final decision made by the Superintendent/President, the grievant may within fifteen (15) days of the receipt of the final decision submit a request in writing to the District and Association for mediation of the dispute. Within fifteen (15) days of the grievant's receipt of the final decision from the Superintendent/President, the Association shall inform the district of its intent as to whether or not the grievance will be mediated. The Association and the District shall attempt to agree upon a mediator. If no agreement can be reached, they shall request a mediator from the State Mediation and Conciliation Service.

### **6.6.2 Mediation Schedule**

The mediator will, as soon as possible, schedule dates with the District and the Association to mediate the grievance. The grievant must be represented by the Association in the mediation and may participate in the mediation if he/she wishes. The District, the Association, and the grievant, if a participant, shall work with the mediator to attempt to reach agreement on a resolution of the grievance. If the grievant is not a participant, it is the responsibility of the Association to communicate the results of the mediation to the grievant within ten (10) days.



All costs of the mediation shall be shared equally by the District and the Association. All other costs shall be borne by the party incurring those costs.

## **6.7 Binding Arbitration**

### **6.7.1 Written Request for Arbitration**

If the parties cannot reach agreement on the resolution of the grievance through mediation, within twenty (20) days of the grievant's receipt of the mediation results, the Association shall inform the District of its intent as to whether or not the grievance will be arbitrated. The Association and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request that the State Conciliation Service supply a panel of five (5) names of persons experienced in hearing grievances in community colleges. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.

### **6.7.2 Arbitration Schedule**

The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted. If either party so requests, the arbitrators shall specifically rule upon the arbitrability of issues. If the parties cannot agree upon a statement of issues, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

### **6.7.3 The Arbitrator's Jurisdiction and Authority**

The District and the Association agree that the jurisdiction and authority of the arbitrator so selected and the award the arbitrator renders will be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement or impose any limitations or obligations not specifically provided for under the terms of this Agreement. The Arbitrator shall be without power or authority to make any decision that requires the District or the administration to do an act prohibited by law.

#### **6.7.3.1 The Arbitrator's Findings**

After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his or her findings and award.

#### **6.7.3.2 The Arbitrator's Award**

The award of the arbitrator shall be final and binding.

#### **6.7.3.3 The Arbitrator's Fees and Expenses**

The fees and expenses of the arbitrator shall be shared equally by the District and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services of such court reporter shall be paid by the party requesting the reporter or shared by the parties if they both mutually agree. If the arbitrator requests a court reporter, the costs shall be shared by both parties.

**6.7.3.4 Waiver of Rights by Grievant**

By filing a grievance and processing it to arbitration, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by this grievance/mediation/arbitration procedure. The processing of a grievance to arbitration shall constitute an express election on the part of the grievant that the grievance/mediation/arbitration procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for resolution or review of the issues. The parties do not intend by the provisions of this paragraph to preclude the enforcement of any arbitration award in any court of competent jurisdiction.

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## ARTICLE 7 - COMPLAINT

### 7.1 Definitions

#### 7.1.1 Complaint

A "complaint" is an allegation made by an employee who has been adversely affected on an employer-employee matter not covered by this Agreement or federal, state or local statutes, regulations or mandates. Alleged violations of this article shall not be processed as a grievance, nor shall complaints be processed as grievances.

#### 7.1.2 Complainant

The "complainant" is the employee(s) making the claim or the designated representative of the Association when an Association complaint is alleged.

### 7.2 General Provisions

#### 7.2.1 Service of Other Parties

The services of the Office of Human Resources, other district officials, or Association President may be requested by either the District or the complainant in the process of resolving the complaint.

#### 7.2.2 Time Limits

A supervisor's failure to give a decision within the time limits shall permit the complainant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

#### 7.2.3 Conduct of Complaint Processing

An investigation or other handling or processing of any complaint shall be conducted so as to result in minimal interference with, or interruption of, the instructional program and related work activities.

#### 7.2.4 Records

All documents dealing with the processing of a complaint shall be filed separately from the personnel files of the participants. This file shall be available for inspection only on the basis of legitimate need. A complaint record/log shall be maintained of the persons having access, the nature of the need, and the purpose for which the information is to be used. All records used in the complaint which may have derived from personnel, evaluation, or other files maintained by the District, shall be returned to those files without indication that they have been used in the complaint procedure.

### 7.3 Procedure

#### 7.3.1 First Step

An attempt shall be made to resolve any complaint in informal verbal discussion between complainant and the person who has immediate responsibilities (division chairperson, equivalent of division chairperson, or immediate supervisor or manager where no division chairperson or equivalent exists). This first step may be bypassed, if the complaint is directed toward the person who has immediate responsibility over that individual.

**7.3.2 Second Step**

If the complaint cannot be resolved informally, the complainant shall file the complaint in writing and, at a mutually agreeable time, discuss the matter with the person who was involved at step one. The written complaint shall state the nature of the complaint and shall state the remedy requested. The filing of the formal, written complaint at the second step should, if possible, be within twenty (20) days from the date of occurrence of the event giving rise to the complaint. The supervisor shall render a decision on the complaint and communicate it in writing to the unit member within ten (10) days after receipt of the complaint.

**7.3.3 Third Step**

If the complaint is not resolved satisfactorily at the second step, there shall be available a third step, that of the Superintendent/President or designee. The complainant shall meet with or Superintendent/President designee within ten (10) days of receipt of the second step answer. Within ten (10) days of the meeting, the Superintendent/President or designee shall render a decision in writing regarding the complaint.

**7.3.4 Appeal to the Governing Board**

Should the complainant not be satisfied at the third step, the employee shall have ten (10) days to so notify the Superintendent/President who shall then forward the written materials to the Governing Board. The Governing Board shall review the written records at an executive session of the next regularly scheduled Board meeting. The Board may make a final decision, request further information, schedule a hearing, or take whatever action it deems appropriate. If the Board requests further information or a hearing, a reasonable notice and an opportunity to prepare shall be given to the employee.

## ARTICLE 8 - LEAVES

### 8.1 Sick Leave

#### 8.1.1 Entitlement

##### 8.1.1.1 Contractual Employees

Full time faculty working a standard 175.5 day contract shall be entitled to ten (10) days of paid sick leave each academic year. Full-time faculty working extended year calendars shall earn sick leave at the rate of .25 day for each additional week of paid service beyond 175.5 days. Part time contractual employees shall be entitled to sick leave proportionate to that of a full-time employee for a full academic year. For example, a part-time contractual faculty with a 60% academic year assignment shall be entitled to six (6) days sick leave; a part-time contractual faculty with a 60% one-semester assignment shall be entitled to three (3) days sick leave.

##### 8.1.1.2 Non-Contractual Employees

Personnel employed on a non-contractual hourly basis shall be entitled to paid sick leave as their assignment relates proportionally to that of a full-time employee of 8.1.1.1 at the rate of one hour for every eighteen (18) hours of paid certificated service.

##### 8.1.1.3 Availability of Entitlement

The full amount of leave to which an employee would be entitled for any employment period shall be available on the first day of that period. A non-contractual hourly employee shall have available the full amount of entitlement for that employment period after the first day of services; however, the class or classes to which such entitlement applies shall be only those classes which are maintained for that employment period without cancellation. In the event that a non-contractual employee does not have enough accumulated sick leave to cover an initial absence during any employment period, no deduction shall be made for that initial absence. If, in any given period of employment, the continuing non-contract, hourly employee desires to exceed the available leave for that period of employment, he or she may petition the Chief Human Resource Officer to advance the required leave time based upon a positive showing by the employee that he or she has sufficient accrued sick leave and expected employment for the next period of employment. Any such advance will not exceed the amount expected to be earnable in the succeeding period of employment.

##### 8.1.1.4 California Paid Sick Leave

The intent of this article is to meet the criteria to be exempt from the California Paid Sick Leave Law (AB 1522).

##### 8.1.1.5 "Family Member" Defined

Unless otherwise stated, the term "family member" and references to family members in this Article shall mean:

- a. The employee's spouse or registered domestic partner.

- b. The parent, child, son-in-law or daughter-in-law of the employee or the employee's spouse or registered domestic partner.
  - i. "Parent" means a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis to the employee when he/she was a minor child.
  - ii. "Child" means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of the child's age or dependency status.
- c. The grandparent, grandchild, or sibling of the employee or the employee's spouse or registered domestic partner.
- d. Any relative living in the immediate household of the employee.

#### **8.1.2 Accrual**

Unused sick leave shall accrue from employment period to employment period. However, sick leave accrued while paid on a contractual basis shall be used for contractual service and hourly sick leave shall be limited to application toward hourly service.

#### **8.1.3 Method of Charging Sick Leave/Personal Leave Against the Accrued Total**

For full time faculty members, deduction for sick leave will equal the proportion of the total hours assigned for a full week that is determined by comparing the hours missed with the total week's assignment including office hours. For part-time contractual and non-contractual hourly employees, the amount charged shall be in direct proportion to the method of accrual.

#### **8.1.4 Verification**

The employee's signature on forms provided by the District shall be the method for verification of sick leave. For employees whose absence is five (5) days or more, the District may require a physician's certification or other proof of illness before allowing payment for absence due to illness, accident, or quarantine. Additionally, it shall be the prerogative of the District to require verification of an absence of less than five (5) days if the District has reason to believe that the absence may not have been used for proper illness/ accident leave purposes.

#### **8.1.5 Transfer of Unused Sick Leave**

Upon written certification by the former school district, unused sick leave to which an employee is entitled shall be transferred to the District. Such transfer shall be restricted to those employees whose service with the District began on or after September 1, 1965, and began not more than one (1) year after terminating service in another California school district where they had served for not less than one (1) school year.

#### **8.1.6 Compensation**

Absence covered by accumulated sick leave shall be at the existing pay rate on the appropriate salary schedule.

### **8.1.7 Extended Illness**

Extended sick leave not to exceed five (5) school months (e.g., 100 work days) shall be provided when all accrued sick leave has been used and additional absence is necessary. The five (5) school month period shall commence following expiration of the use of the sick leave to which the employee is entitled for that employment period. Extended illness benefits shall be discontinued when employment is terminated or at the end of the employment period of temporary employees, from date of employment through termination, and shall not exclude scheduled breaks within a semester or between semester of any one academic year if employment is continued.

#### **8.1.7.1 Compensation**

Compensation for such leave shall be that amount of pay equal to the difference between the employee's pay and the substitute rate of pay, whether a substitute is hired or not, except as provided in 8.1.8.2.

#### **8.1.7.2 50% Compensation**

The compensation for this period of absence shall not be less than fifty (50) percent of the employee's regular salary.

### **8.1.8 Notification**

The employee shall notify the division chairperson or other appropriate person (equivalent of division chairperson, or immediate supervisor or manager where no division chairperson or equivalent exists) of his or her absence due to illness within a suitably reasonable time (normally at least two (2) hours prior to assignment) prior to his or her institutional assignment. Such notification can be accomplished by telephone, message, or letter.

#### **8.1.8.1 Substitutes**

The division chairperson or immediate supervisor shall be responsible for attempting to secure a qualified substitute who, upon approval of the Dean assigned to the area, will meet and conduct the class/classes.

#### **8.1.8.2 Requirement for Compensation**

In order to receive compensation while absent on sick leave, an employee must provide notification of his or her absence in accordance with the stated procedure.

### **8.1.9 Positive Attendance Course Sick Leave**

If class hours missed because of use of sick leave/personal leave are required to be made up because of the nature of the course, the employee so affected shall be compensated for the makeup session at the appropriate rate.

### **8.1.10 Certification of Leave Taken**

At the end of the leave or at the end of each month, the employee shall certify any day or days of sick leave or personal necessity leave taken during that month on a specific leave form provided by the District.

## **8.2 Catastrophic Leave Program and Donated Leave**



### **8.2.1 Case by Case Basis with Mutual Agreement**

On a case-by-case basis with mutual agreement between Monterey Peninsula College Teachers Association and the District, any bargaining unit member may donate accumulated and unused eligible leave credits to another bargaining unit member when that bargaining unit member suffers from a catastrophic illness or injury.

### **8.2.2 Definitions**

#### **8.2.2.1 Catastrophic Illness or Injury**

“Catastrophic illness” or injury means an illness that is expected to incapacitate the bargaining unit member for an extended period of time and taking such extended time off from work creates a financial hardship for the bargaining unit member because he or she has exhausted all of his or her accrued paid leave.

#### **8.2.2.2 Day**

For purposes of this section, a “day” for Regular Instructors in the Evening (R.I.E.) is equal to 5 hours. For all contractual instructors, regardless of whether they hold partial or full contracts, a “day” is equivalent to an accrued payroll sick leave day.

#### **8.2.2.3 Eligible Leave Credits**

“Eligible leave credits” means sick leave accrued to the donating bargaining unit member.

### **8.2.3 Eligibility**

Eligible leave credits may be donated to a bargaining unit member for a catastrophic illness or injury if all of the following requirements are met:

- a) The bargaining unit member who is suffering from a catastrophic illness or injury requests that eligible leave credits be donated and provides written verification of catastrophic injury or illness as required by the District and/or Association.
- b) The District and/or Association determines that the bargaining unit member is unable to work due to the bargaining unit member’s catastrophic illness or injury.
- c) The bargaining unit member has exhausted all accrued paid leave credits.
- d) The bargaining unit member has not taken any prior catastrophic leave within the ten year period counted backwards from the proposed date for taking catastrophic leave under this section.

### **8.2.4 Procedure**

#### **8.2.4.1 Request in Writing**

A bargaining unit member who wishes to receive the catastrophic leave benefit must request in writing to the Association and District that donations of eligible leave credits be solicited on his or her

behalf. The request must have attached written verification of the catastrophic injury or illness.

**8.2.4.2 Solicitation of Donations**

Donations will be solicited by a joint announcement of the Association and District on behalf of a specifically named individual who meets the requirements for this benefit.

**8.2.4.3 Donation of Leave Credit**

By written notice to the District, any bargaining unit member may donate up to five days of their eligible leave credits. The bargaining unit member must donate a minimum of one day of leave credit. A minimum number of 15 days of accumulated sick leave must be held and subsequently maintained by a bargaining unit member before a donation can be made.

**8.2.4.4 Maximum Donated Leave Credits**

The maximum amount of time that donated leave credits may be used by the recipient bargaining unit member shall not exceed 180 work days.

**8.2.4.5 Irrevocability of Transfer of Leave Credits**

All transfers of eligible leave credits shall be irrevocable; if donated leave is not used, it is lost to both donor and donee.

**8.2.4.6 Use of Unit Member's Accruing Leave Credits**

A bargaining unit member who receives paid leave pursuant to this section shall use any leave credits that he or she continues to accrue on a monthly basis prior to receiving paid leave pursuant to this catastrophic leave benefit.

**8.2.4.7 Use of Extended Sick Leave Before or After Catastrophic Leave**

The bargaining unit member may choose to use extended sick leave either before or after catastrophic leave. Catastrophic leave cannot be used simultaneously with extended sick leave. Once the choice is made, the chosen leave must be exhausted before the other leave can be utilized.

**8.2.4.8 Ten Year Limit**

A bargaining unit member may take advantage of this benefit only once every ten years.

**8.3 Leave of Absence for Personal Necessity**

**8.3.1 Annual Entitlement**

Effective July 1, 1990, a full-time, contractual unit member shall be entitled to ten (10) days per fiscal year for Personal Necessity Leave without loss of pay. Such leave shall be deducted from accrued sick leave. Personal necessity Leave for part-time contractual employees and non-contractual employees shall be prorated on the basis of the ratios set forth in Section 8.1.

**8.3.2 Definition**

Personal necessity shall include the following:

**8.3.2.1 Death or Serious Illness of Employee's Immediate Family**  
Death or serious illness of a member of the employee's immediate family (as defined in Article 8.1.1.2), when additional leave is required beyond that provided under Section 8.9 - Bereavement Leave.

**8.3.2.2 Accident Involving Person or Property**  
Accident involving the person or property of the employee or the person or property of a member of the employee's immediate family.

**8.3.2.3 Appearance in Court or Any Administrative Tribunal**  
Appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or any order made with jurisdiction. However, if the unit member believes the subpoenaed appearance in court is directly related to the scope of his/her employment, then he/she may contact the Office of Human Resources to request that the appearance not be charged against personal necessity leave. If the District determines that the appearance is directly related to the unit member's scope of employment, the appearance will be considered a regular duty day if it falls on a day the member is regularly scheduled. If the appearance falls on days that are not regularly scheduled, then those days may be used as Flex Days. If the unit member has already completed his/her contract year (including Flex Days), then the time may be first charged to the following year's, or if necessary, to subsequent years' Flex Time obligation, and second, to any extra duty days requirement. Requests to have an appearance considered within the scope of employment must be made at least five working days in advance of the appearance, or as soon as the subpoena delivery permits. When not using personal necessity leave, compensation received for the court appearance (excluding mileage) must be assigned to the District, and the unit member will record the days of court appearance on the appropriate reporting form.

**8.3.2.4 Personal Business**  
Conduct of any personal business, household or family matter which requires absence of the employee during normal working hours.

**8.3.3 Request and Notification**  
Advance notice of at least twenty four (24) hours shall be made to the division chair or equivalent of the division chair for the use of such leave except for emergencies. Such leave is to be taken from the accumulated sick leave of the employee.

**8.3.4 Payment and Written Verification**  
Payment for such necessity leave shall be made only upon the employee's written notification on the absence form upon return from such leave, indicating that the absence was due to a personal necessity and indicating the nature of such necessity. The authorized leave days will be considered duty days for salary purposes.

**8.4 Kin Care Leave (Labor Code 233)**

#### **8.4.1 Provisions**

California Labor Code allows an employee to use up to one half of his/her annual accrued sick leave for the diagnosis, care, or treatment of an existing health condition, or preventative care of an employee's family member (as defined in Article 8.1.1.2). Such leave shall be deducted from accrued sick leave.

#### **8.4.2 Integration with Personal Necessity Leave**

Each day of kin care leave used under this section will first be taken from personal necessity leave up to the maximum available as defined in 8.3.1. However, each such day of kin care leave taken will also reduce the statutory number of days available for kin care as defined in 8.4.1.

If personal necessity leave has been exhausted, but the unit member has not exhausted the amount of kin care leave as defined in 8.4.1, then each day of kin care leave will be taken from the balance of kin care leave remaining until it is exhausted.

#### **Examples:**

Assume that sick leave is 10 days per year, so kin care leave is 5 days per year. Assume that personal necessity leave is 10 days per year, deducted from accrued sick leave:

1. Mona has not taken any personal necessity leave so far this year. In March she needs to take 3 days of kin care leave to look after a sick child. She now has 7 personal necessity days remaining, and 2 days of kin care leave remaining. In June, she takes another 2 days of kin care leave. She now has 5 days of personal necessity leave remaining, but her kin care leave has been exhausted. In November she needs to take 7 days leave to take care of another sick child. Five of these days are taken from personal necessity, exhausting that leave. Her kin care leave is also exhausted, so the remaining 2 days would have to be taken as unpaid leave CFRA/FMLA leave, if available and any days off thereafter to take care of sick family would be unpaid.
2. Jake has exhausted all his personal necessity leave this year due to a lengthy court case he was involved in. He needs to take 7 days off to take care of his sick wife. Five of these days are taken from kin care leave (if Jake has at least two accrued, unused sick days), but the remaining days would have to be taken as unpaid leave.

#### **8.4.3 Request and Notification**

Advance notice of at least twenty four (24) hours shall be made to the division chair or equivalent of the division chair for the use of such leave except for emergencies. Such leave is to be taken from the accumulated sick leave of the employee.

#### **8.4.4 Payment and Written Verification**

Payment for family medical leave shall be made only upon the employee's written notification on the absence form upon return from such leave, indicating that the absence was due to family medical leave. The authorized leave days will be considered duty days for salary purposes.

## **8.5 Industrial Accident or Illness Leave**

### **8.5.1 Provisions**

An employee who suffers an injury or illness arising out of and in the course and scope of employment shall be entitled to a paid leave from the first day of absence. For temporary employees, this leave shall be from the date of employment through termination and shall not exclude scheduled breaks within a semester or between semesters of any one (1) academic year if employment is continued.

### **8.5.2 Entitlement**

The leave shall not exceed sixty (60) working days in days in any one (1) fiscal year (July 1 to June 30) for any one (1) illness or injury.

### **8.5.3 Non-Cumulative**

Allowable leave shall not be accumulated from year to year.

### **8.5.4 Overlap of Leave**

If the leave overlaps into the next fiscal year, the employee shall be entitled to only that amount of leave which was not used at the end of the fiscal year in which the injury or illness occurred for the same illness or injury.

### **8.5.5 Periods of Absence**

Allowable periods of absence caused by industrial accident or illness shall not be considered a break in service. During such periods of leave, the employee shall return to the former or comparable position within his or her credentials and qualifications when able to do so except that any employee on leave remains subject to the transfer and reassignment provision of this Agreement.

### **8.5.6 Compensation**

#### **8.5.6.1 During Leave**

During the period of the industrial accident or illness leave, the employee shall be paid by the District the regular day's wage, and the employee shall endorse for payment to the District the Workers' Compensation Insurance check. Payment for wages lost on any day shall not, when added to an award granted the employee under the Workers' Compensation Insurance, exceed the normal wage for the day.

#### **8.5.6.2 Deductions**

Normal authorized deductions, including retirement contributions, shall be deducted from the pay warrant issued to the employee on an industrial accident or illness leave.

#### **8.5.6.3 Upon Exhaustion of Leave**

If the employee is unable to return to duty after exhausting paid industrial accident or illness leave, the employee shall receive any earned sick leave and extended illness leave benefits. Such leave allowances shall be reduced only in the amount necessary to provide a full day's wages or salary, when added to any wage loss benefit

check from Worker's Compensation Insurance. The employee shall continue to endorse the disability check for payment to the District.

**8.5.7 Reduction of Entitlement**

Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under the Worker's Compensation Insurance.

**8.5.8 Permission to Leave the State**

During absence due to industrial accident or illness, the employee shall remain in California unless permission to leave the State is obtained from the Superintendent/President or designee.

**8.6 Family and Medical Care Leave**

In accordance with the Federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"), the District will provide family and medical care leave for eligible employees, as defined.

**8.6.1 Definitions**

**8.6.1.1 12 Month Period**

12-Month Period - means fiscal year.

**8.6.1.2 Child**

Child means a child under the age of 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee's child is one for whom the employee has actual day-to-day responsibility for care and includes, a biological, adopted, foster or step-child.

**8.6.1.3 Serious Health Condition**

Serious Health Condition - means an illness, injury impairment, or physical or mental condition that involves:

- a) Any period of incapacity or treatment in connection with a hospital, hospice, or residential medical care facility;
- b) Any period of incapacity requiring absence from work, of more than three calendar days, that also involves continuing treatment by (or under the supervision of) a health care provider;
- c) Continuing treatment of a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days; or
- d) Prenatal care by a health provider.

**8.6.1.4 Continuing Treatment**

Continuing Treatment - means:

- a) Two or more visits to a health care provider;
- b) Two or more treatments by a health care practitioner (e.g., physical therapist) on referral from or under the direction of a health care provider; or

- c) A single visit to a health care provider that results in a regiment of continuing treatment under the supervision of the health care provider.

### **8.6.2 Unit Members Eligible for Leave**

A unit member is eligible for leave if the unit member has been employed on a full-time basis for at least one (1) contractual year. If employed on a part-time basis for the prior contractual year, a unit member must also have completed 1,250 hours of service during the twelve months preceding the start of the leave. The 1,250 hour requirement does not apply to parental leave under CFRA.

### **8.6.3 Reasons for Leave**

Leave is only permitted for the following reasons:

- a) The birth of a child or to care for a newborn of a unit member;
- b) The placement of a child with a unit member in connection with the adoption or foster care of a child;
- c) Leave to care for a child, parent or a spouse who has a serious health condition; or
- d) Leave because of a serious health condition that makes the unit member unable to perform the functions of his/her position.

### **8.6.4 Amount of Leave**

Eligible unit members are entitled to a total of 12 workweeks of leave during any fiscal year. A unit member's entitlement to leave for the birth or placement of a child for adoption or foster care expires 12 months after the birth or placement.

### **8.6.5 Unit Member Benefits While on Leave**

Leave under this article is unpaid, except for Parental Leave taken under Article 8.8. In addition, while on leave, unit members will continue to be covered by the District's medical, dental and vision plans. However, unit members will not continue to be covered under life insurance and/or any other non-health benefit plans. Unit members may make the appropriate contributions for continued coverage under the preceding benefit plans by direct payments made to these plans. Unit member contribution rates are subject to any change in rates that occurs while the unit member is on leave.

If a unit member fails to return to work after his/her leave entitlement has been exhausted or expires, the District shall have the right to recover its share of plan premiums for the entire leave period, unless the unit member does not return because of the continuation, recurrence, or onset of a serious health condition which would entitle the unit member to leave. The District shall have the right to recover premiums through deduction from any sums due the District (e.g., unpaid wages, vacation pay, etc.)

### **8.6.6 Use of Other Accrued Leaves While On Leave**

If a unit member uses leave for any reason permitted in Section 8.5.3a-c, he/she must concurrently exhaust all other accrued leaves (except sick leave) in connection with the leave. The exhaustion of other accrued leaves will run concurrently with the leave.

If a unit member requests leave for his/her own serious health condition (8.5.3d), in addition to concurrently exhausting other accrued leaves, the unit member must also concurrently exhaust sick leave.

#### **8.6.7 Medical Certification**

Unit members who request leave for their own serious health condition or to care for a child, parent or a spouse who has a serious health condition, must provide written certification from the health care provider of the individual requiring care. If the leave is requested because of the unit member's own serious health condition, the certification must include a statement that the unit member is unable to perform the essential functions of his/her position.

If the District has reason to doubt the validity of a certification, the District may require a medical opinion of a second health care provider chosen by the District. If the second opinion is different from the first, the District may require the opinion of a third provider jointly approved by the District and the unit member. The opinion of the third provider will be binding.

If a unit member requests leave intermittently (a few days or hours at a time) or on a reduced leave schedule to care for an immediate family member with a serious health condition, the unit member must provide medical certification that such leave is medically necessary. "Medically Necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule.

#### **8.6.8 Unit Member Notice of Leave**

Although the District recognizes that emergencies arise which may require unit members to request immediate leave, unit members are required to give as much notice as possible of their need for leave. If leave is foreseeable, at least 30 days notice is required. In addition, if a unit member knows that he/she will need leave in the future, but does not know the exact date(s) (e.g., for the birth of a child or to take care of a newborn), the unit member shall inform his/her Division Chairperson or Director (who will inform the appropriate administrator) as soon as possible that such leave will be needed. If the administrator determines that a unit member's notice is inadequate or the unit member knew about the requested leave in advance of the request, the administrator may delay the granting of the leave until the district can, in its discretion, adequately cover the position with a substitute.

#### **8.6.9 Reinstatement Upon Return From Leave**

Upon expiration of leave, a unit member is entitled to be restored to the position of employment held when the leave commenced, or to an equivalent or comparable position.

As a condition of restoration of a unit member whose leave was due to the unit member's own serious health condition, which made the unit member unable to perform his/her job, the unit member shall obtain and present a fitness-for-duty certification from the health care provider that the unit member is able to resume work. Failure to provide such certification will result in denial of restoration.



#### **8.6.9.1 TLU Carryover for Anticipated Family and Medical Care Leave**

A unit member who informs the Office of Human Resources of an anticipated Family and Medical Care leave within two semesters, may have the option to retain three (3) additional TLUs, from an overload or summer assignment, in excess of the limit for TLU carryover established in Article 15. If the additional three (3) TLU's are not used to offset an underload within two semesters, the District shall pay these TLUs in excess of the limit established in Article 15 at the hourly pay scale effective at the time of payment.

#### **8.6.10 Required Forms**

Unit members must fill out the following applicable forms in connection with leave under this article:

- a) Request for Family or Medical Leave Form prepared by the District to be eligible for leave;
- b) Medical certification - either for the unit member's own serious health condition or for the serious health condition of a child, parent or spouse;
- c) Authorization for payroll deductions for benefit plan coverage continuation; and
- d) Fitness for duty to return from leave certification.

### **8.7 Pregnancy Disability Leave**

#### **8.7.1 Definition**

For the purposes of this section, pregnancy disability leave is defined as illness absence because of pregnancy, miscarriage, abortion, childbirth, and recovery therefrom and shall be considered a temporary disability.

#### **8.7.2 Entitlement**

Such leave shall be a paid leave and shall be deducted from accumulated sick leave and if necessary from extended illness leave. The length of the leave, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician.

#### **8.7.3 TLU Carryover for Anticipated Pregnancy Disability Leave**

A unit member who informs the Office of Human Resources of an anticipated leave within two semesters, may have the option to retain three (3) additional TLUs, from an overload or summer assignment, in excess of the limit for TLU carryover established in Article 15. If an employee anticipates using both Pregnancy Disability Leave and Family and Medical Care Leaves they will be eligible to retain only three (3) additional TLU's rather than the three (3) for each type of leave taken. If the additional three (3) TLU's are not used to offset an underload within two semesters, the District may choose to the excess TLU's at the hourly pay scale effective at the time of payment.

### **8.8 Parental Leave**

#### **8.8.1 Definition**

Consistent with CFRA (Govt. Code 12945.2) and Education Code section 87780.1, an eligible employee may take up to twelve workweeks of "Parental

Leave" per twelve-month period. Parental Leave may be taken for the birth of a child of the employee or the placement of a child with the employee in connection with the adoption or foster care of the child by the employee. Parental Leave must be taken within twelve months of the birth, adoptions, or fostering of the child. Pursuant to section 87780.1, accumulated sick leave may be used for purposes of Parental Leave and, once all accumulated sick leave is exhausted, the employee will receive differential pay for the remaining portion of the twelve-workweek Parental Leave absence. Parental Leave shall run concurrently with any parental or bonding leave taken pursuant to CFRA such that the aggregate amount of leave taken pursuant to this section, section 87780.1 and CFRA shall not exceed twelve workweeks in a twelve-month period. All requirements of CFRA shall apply to leave taken under this section except that an employee is not required to have 1,250 hours of service with the District during the previous 12-month period in order to take Parental Leave pursuant to this section.

### **8.8.2 Additional Parental Leave**

Additional parental leave may be granted by the Governing board at its discretion as leave without pay.

## **8.9 Bereavement Leave**

### **8.9.1 Entitlement**

Unit members shall be entitled to three (3) days of paid leave if in paid status, or five (5) days if in paid status for travel of 300 miles (one way) or if out of state travel is required for each occurrence on account of the death of any member of the immediate family. This leave shall not be deducted from sick leave.

#### **8.9.1.1 Definition of Immediate Family**

"Immediate family" is defined in Article 8.1.1.5.

#### **8.9.1.2 Extended Family Entitlement**

Bereavement leave of two (2) days per occurrence shall be granted without loss of pay in the event of the death of a sister-in law or brother-in-law of the employee.

## **8.10 Jury Leave**

### **8.10.1 Entitlement and Juror's Fees**

A leave of absence without loss of salary shall be granted to a unit member who is officially called for jury duty. Juror's fees, exclusive of mileage, received by the unit member shall be submitted to the District. This leave shall not be deducted from any accumulated leave. In the event that an employee is working for two (2) different employers, each of which requires the submission of juror's fees, the District shall waive that submission upon receipt of proof of payment of such juror's fees to the other employer.

## **8.11 Military Leave**

**8.11.1 Provisions**

Leave shall be granted for military service in accordance with the provisions of Education Codes 87700, 87832, 87760-87762 and the Military and Veterans Code 395 through 395.4.

**8.12 Exchange Teaching Leave**

**8.12.1 Entitlement**

Regular certificated employees may apply for a leave of absence pursuant to Education Code Sections 87422-87424. The leave may be for the length of time permitted by Section 87422.

**8.12.2 Request**

A request for such leave shall be made in writing to the Superintendent/President a minimum of six (6) months prior to the date of the proposed exchange leave.

**8.12.3 Compensation**

The employee shall be paid his or her regular salary.

**8.12.4 Reinstatement**

The employee shall be reinstated in the former, or a comparable position within his or her credentials and qualifications upon return to the District.

**8.12.5 Benefits**

A unit member on Exchange Teaching Leave shall be entitled to those benefits accorded to other regular certificated employees which can appropriately be integrated with the exchange assignment.

**8.13 Conference and Meeting Attendance**

**8.13.1 Authorization**

With the advance approval of the appropriate dean, unit members may attend conferences/meetings.

**8.13.2 Purpose of Conference Meeting**

When such approved conferences/meetings are identified by the administration as being of direct benefit to the institution, employees shall be permitted to attend at no loss of salary and shall be eligible for full or partial reimbursement of expenses as outlined in Article 22.

**8.13.3 Coverage of Classes**

During the approved absence of an instructor attending a conference/meeting, classes shall be met and taught by existing contract/regular staff without additional reimbursement. Any exceptions must be authorized in advance by the appropriate dean.

**8.13.4 Request Procedure**

Requests for approval to attend conferences/ meetings shall be submitted to the appropriate division chairperson at least one (1) week in advance. Chairperson shall forward request with his or her recommendation to the appropriate administrative dean.

## **8.14 Leave of Absence for Educational Improvement**

### **8.14.1 Authorization**

Leaves of absence for educational improvement may be granted by official action of the Governing Board.

### **8.14.2 Qualifications**

Only regular certificated employees are eligible to apply for leaves of absence for educational improvement. After three (3) years of satisfactory service, a temporary unit member who has met professional growth requirements in a continuing program is eligible to apply.

### **8.14.3 Duration**

Leave of absence may be granted for one (1) semester, one (1) full academic year, or for more than one (1) year if it is warranted.

### **8.14.4 Purposes**

The applicant shall submit a letter to the President/ Superintendent stating the program that he or she proposes to follow while on leave to meet the purposes of the leave. The employee may accept a fellowship or grant-in-aid designed to promote the accomplishment of the purpose of the leave. Leaves for educational improvement may be for.

#### **8.14.4.1 Study in Residence at an Accredited University or College**

The course work must be planned to achieve some goal which has been approved by the Superintendent/President.

#### **8.14.4.2 Study on a Special Project or Research Problem**

Such a program may be substituted for the unit requirements of in-residence study if approved in advance by the appropriate dean and the Superintendent/President.

#### **8.14.4.3 Study Through Work Experience**

Such a program may be substituted for the unit requirements of in residence study. This program is intended chiefly for teachers who wish to study in schools maintained by a business or industry for craftsmen or technical workers or to obtain work experience in the vocational field in which the employee teaches. The specific school or a job offer must be submitted with the proposed program for prior approval by the Superintendent/President.

### **8.14.5 Compensation**

Such leaves shall normally be granted without pay.

### **8.14.6 Return to Service**

In order to achieve normal salary step progression, the employee shall agree to the satisfaction of the following:

#### **8.14.6.1 Reporting Requirements**

Upon completion of the leave, and no later than the end of the semester following return from leave, the employee shall submit one or more if applicable of the following to the President of the Academic Senate and the Superintendent/President: substantiating transcripts

as appropriate as record of in-residence study; written report of study on a special project or research work; written report of work experience plus any evidence of completion of business or industrial schooling. In the spirit of AB 1725 on shared governance, the employee will also make an oral detailed report to the Academic Senate.

**8.14.6.2 Reporting to the Community**

Employees are expected to report to groups in the community if and when appropriate, on the experiences which have been of benefit to the College and the students of the District. This requirement may take the form of an article to be submitted to local newspapers or periodicals.

**8.14.7 Extent and Distribution of Leaves**

The number of certificated employees on such leaves shall be at the discretion of the Governing Board.

**8.14.8 Application for Leave of Absence**

Leave applications shall be submitted to the Superintendent/President prior to July 1 of the school year preceding the school year in which the leave is to be taken. Exceptions may be granted by the Superintendent/President if the applications are submitted on a timely basis.

**8.14.8.1 Effective Dates**

Leave shall normally become effective on the dates of the beginning of the semester only.

**8.14.8.2 Subsequent Applications**

Applications not approved one (1) year will not be given priority or preference for the following year. If an application for leave is not approved, and the employee wishes to apply again the next year, a new application must be submitted and shall be considered equally with other applications for that year.

**8.14.8.3 Granting of Leave**

Compliance with the requirements does not imply automatic granting of leave. The decision rests with the Superintendent/President and the Governing Board.

**8.14.9 Effect of Leave on Salary Increments and Retirement**

The leave shall be considered as time in service in the District for salary proposes. Insurance and retirement deductions shall be paid by the employee on leave. The leave shall not be considered as time in service toward sabbatical leave and shall be considered a break in service toward the accumulation of appropriate semesters for sabbatical leave. However, under a recognized fellowship or foundation approved by the Governing Board for a period of not more than a year, for research, teaching, or lecturing shall not be deemed as a break in continuous service, and the period of such shall be included in computing the six (6) consecutive years required for sabbatical eligibility.

**8.14.10 Accident and Illness While on Leave of Absence**

Interruption while on leave caused by serious illness or accident, evidence of which is satisfactory to the Superintendent/President or the Governing Board, shall not be held against an employee with regard to the fulfillment of the conditions under which the leave is granted, provided that the Superintendent/President has been promptly notified of such accident or illness. This notification shall be made by registered letter, mailed within thirty (30) days of the time of the accident or the onset of the illness.

**8.14.11 Death or Injury**

The District shall not be liable for death or injury to an employee while he or she is on leave.

**8.15 Government Service Leave**

**8.15.1 Election to the Legislature**

A permanent employee who is elected to the Legislature shall be granted a leave of absence for the duration of the term in office. Such absence shall not affect in any way the classification of such employee.

**8.15.2 Return to Service**

Within six (6) months after the term of office expires, the employee shall be entitled to return to the position held at the time of the election or a comparable position within his or her credential and qualifications, at the salary the employee would have been entitled to receive had the employee not taken a government service leave.

**8.16 Sabbatical Leaves**

**8.16.1 Qualifications for Sabbatical Leave**

Full-time tenured unit members are eligible for consideration for sabbatical leave after completion of twelve (12) consecutive semesters of satisfactory service over a six year period in an academic position in the District.

**8.16.1.1 Calculation of Service**

The year in which the sabbatical leave is taken does not apply toward the next six (6) year period which establishes eligibility. Sabbatical leave may be taken during the seventh (7th) year.

**8.16.1.2 Definition of Year**

A year of qualifying service is defined to mean at least seventy-five (75) percent of the duty days for the school year. In cases where an applicant has rendered less than seventy-five (75) percent of the duty days in a given school year, the eligibility of that year is subject to the discretion of the Governing Board and the recommendation of the Superintendent/President.

**8.16.1.3 Other Leaves of Absence in Calculation of Service**

Other leaves of absence from service in the District granted by the Governing Board do not constitute a break in the continuity of service required for a sabbatical leave under this policy. The period of other leaves of absence shall not be included as service in computing the six (6) years of service required herein.

**8.16.1.4 Interim Service During a Two Semester Sabbatical**

Any period of service by the unit member intervening between the two separate six (6) month periods of the sabbatical, as provided for in 8.12.3.2, shall comprise part of the service required for a subsequent sabbatical leave.

**8.16.1.5 Non-Cumulative**

Sabbatical leaves are not cumulative.

**8.16.2 Standards of Service for Granting a Sabbatical Leave**

**8.16.2.1 Definition of Satisfactory Service**

A satisfactory evaluation under the provisions of *Article 14 - Evaluation* shall be considered "satisfactory service."

**8.16.2.2 Provisions**

A unit member shall have demonstrated six (6) consecutive years of satisfactory service. Only those years of satisfactory service shall count toward the years required for sabbatical leave. Unsatisfactory service shall not constitute a break in service; however, two (2) years of satisfactory service are required prior the commencement of the sabbatical leave.

**8.16.3 Length of Sabbatical Leave and Compensation Terms**

A qualified applicant may elect to take the granted sabbatical leave in one (1) of the following three (3) ways:

**8.16.3.1 One Academic Year**

One (1) full academic year at one-half (1/2) salary.

**8.16.3.2 Two Semesters at Half Salary**

Two (2) semesters at half (1/2) salary. This leave option shall be completed within a three (3) year period.

**8.16.3.3 One Semester at Full Salary**

One (1) full semester at full salary.

**8.16.4 Sabbatical Objectives**

**8.16.4.1 Academic Study**

The program may be one of academic study in residence at an accredited university or college. Proposed course work shall be planned to achieve specific objectives.

**8.16.4.2 Research Program**

The objective of the sabbatical may involve engaging in primary research in the natural or social sciences.

**8.16.4.3 Creative Project**

This program is focused around creative expression. Such programs might include creating and showing an art exhibit, travelling and

performing in a musical tour, or writing a novel, short-story collection, poems or play.

**8.16.4.4 Teaching or Research Fellowship**

This sabbatical enables faculty to participate in fellowship programs.

**8.16.4.5 Work Experience**

This program is intended chiefly for unit members who wish to study in schools maintained by a business or industry for craftsmen or technical workers or to obtain work experience in the vocational field in which the employee works. The specific school or job offer shall be submitted with the proposed program.

**8.16.4.6 Travel**

Employees on sabbatical leave for travel shall remain in travel status for a majority of the days of each semester of leave granted. Applicants under this category shall submit a detailed statement of the proposed itinerary demonstrating specific objectives related to the area of the institutional assignment.

**8.16.4.7 Curriculum Planning**

A sabbatical leave for curriculum planning may be granted after the applicant has submitted a proposal demonstrating need and purpose for revision of existing courses or development of new courses. Leaves granted in connection with curriculum planning may include part-time teaching if that teaching is integral to the proposed curriculum development.

**8.16.4.8 Combination of Objectives**

A program which is designed to meet the multiple objectives of study, research, work experience, travel, and/or curriculum planning may be granted after the applicant has submitted a proposal containing specific objectives and relationship with the institutional assignment.

**8.16.4.9 Special Considerations**

Sabbatical leaves shall not be granted solely for the purpose of gainful employment.

**8.16.4.9.1 Fellowships or Grants-in-Aid**

The employee may accept a fellowship or grant-in-aid designed to promote the accomplishment of the stated program.

**8.16.4.10 Unallowable Sabbatical Objective**

No substantial work for remuneration should be undertaken during a sabbatical leave without prior approval.

**8.16.5 Return to Service**

After completion of a sabbatical leave, the unit member shall return to service in the District for a period equal to twice the period of the leave. Failure to do so obliges the unit member to reimburse the District an amount pro-rated according to the period actually served upon return from that sabbatical. (For example, an employee who did not return from sabbatical would reimburse the District the total compensation paid during the period of sabbatical leave; an



employee who returned for only one (1) year of service after a full year sabbatical leave would pay one half (1/2) the total compensation).

Reimbursement must be made within sixty (60) calendar days of the time service to the District is terminated. All exceptions will be at the discretion of the District.

**8.16.6 Report of Completion**

Upon completion of the leave, and no later than the end of the semester following return from the leave, the unit member shall submit one (1), or more if applicable, of the following to the Superintendent/President: transcripts of record of in-residence study; written report of study on a special project or research work; written report of work experience plus any evidence of completion of business or industrial schooling. In the spirit of AB 1725 on shared governance, the unit member will also make an oral report to the Academic Senate. Oral sabbatical reports will also be presented to the Board of Trustees, if requested by the Superintendent/President.

**8.16.7 Reports to the Community**

Unit members are expected to make a good faith effort to report to groups in the community, if and when appropriate, on the experiences which are of interest to the College, the students, and the community. This requirement may take the form of an article to be submitted to local newspapers or periodicals. This requirement can be satisfied by giving a presentation to any of the following community groups: Division; Governing Board; Flex Days; Student clubs or groups.

**8.16.8 Number of Participants**

Each year the District shall make an effort to provide up to two faculty members with the opportunity to take sabbatical leave.

**8.16.9 Application for Sabbatical Leave**

**8.16.9.1 Timeline for Submission**

Sabbatical leave applications shall be submitted to the Sabbatical Review Committee by March 1.

**8.16.9.2 Written Application and Division Chairperson Review**

The written application shall include information concerning the general plans and objectives of the sabbatical. See district form.

**8.16.9.3 Review by Sabbatical Review Committee**

The Sabbatical Review Committee shall meet for joint action in screening and discussing the applications. Recommendations shall then be forwarded by the committee to the Superintendent/President, whose final recommendations shall be forwarded to the Governing Board at the April board meeting.

**8.16.9.4 Approval of Revision of Granted Sabbatical**

Any revision of approved sabbatical activities after the sabbatical leave has been approved shall be reviewed and approved by the Sabbatical Review Committee and approved by the Superintendent/President.

**8.16.9.5 Commencement of Leave and Other Employment**

Sabbatical leaves shall commence only on the beginning date of a semester. The applicant may accept gainful employment during the summer prior to and/or following the sabbatical year.

**8.16.9.6 Applications Exceeding the Limitation**

In the event more applications are received than can be granted and if the quality of the sabbatical applications is judged to be comparable and equal in merit, first consideration shall be given to those applicants who have not been granted sabbatical leaves previously.

**8.15.9.7 Status of Applications Not Approved**

Applicants not approved one year are not necessarily given priority or preference for the following year. If an application for sabbatical leave is not approved, and the individual wishes to apply again the following year, a new application shall be submitted and shall be considered equally with other applications for that year. Failure to apply for a sabbatical leave when eligible does not affect a subsequent application.

**8.16.9.8 Decision on Application**

Compliance with the requirements stated in this Article does not imply automatic granting of sabbatical leave. Final decision on matters in this Article rests solely with the Superintendent/President and the Governing Board.

**8.16.10 Notification**

The Superintendent/President shall notify the applicant in writing as soon as the Governing Board has acted on the proposal. If the Governing Board rejects the applicant's leave request, the applicant shall be notified in writing and shall be informed of the reasons for rejection of the application.

**8.16.11 Compensation While on Sabbatical Leave**

The salary granted an employee on leave may be paid in any of three (3) ways:

**8.16.11.1 Installments Paid in Two-Year Period**

Compensation may be paid in two (2) equal annual installments during the first two (2) years of service in the District following a one (1) year leave.

**8.16.11.2 Installments Paid in One-Year Period**

Compensation may be paid in two (2) equal installments during the first year of service in the District following a one (1) semester leave.

**8.16.11.3 Payment in Customary Manner**

Payment may be made in the same manner as if the unit member were teaching in the District. To qualify, the unit member shall agree in writing to render the agreed upon period of service following return from the sabbatical leave, provided the Governing Board finds and by resolution declares that the interests of the District will be protected by such written agreement in lieu of furnishing bond.

**8.16.12 Reduction of Compensation**

If the unit member does not serve for the entire period of service agreed upon, the amount of compensation paid for the sabbatical leave shall be reduced by an amount which bears the same proportion to the total compensation as the amount of time which was not served bears to the total amount of time agreed upon.

**8.16.13 Effect of Leave on Salary Increments and Retirement**

The sabbatical leave shall be considered as time in service in the District for salary purposes. The leave shall be considered as time in service in the District for retirement purposes. Retirement deductions shall be made in proportion to the salary received.

**8.16.14 Personal Crisis While on Sabbatical Leave**

Interruption of a program of study or travel while on sabbatical leave, caused by personal crisis, evidence of which is satisfactory to the Superintendent/President and the Governing Board, shall not be held against a unit member with regard to the fulfillment of the conditions regarding study or travel under which the leave is granted, nor affect the amount of compensation to be paid the unit member while on leave, provided that the President/Superintendent has been promptly notified of such accident or illness.

**8.16.14.1 District Liability**

The District shall not be liable for death or injury to a unit member while on sabbatical leave.

**8.16.15 Breach of Sabbatical Leave Policy**

**8.16.15.1 Accountability**

All applicants granted sabbatical leaves are accountable to the District.

**8.16.15.1.1 Definition of Accountability**

Accountability is defined to include compliance with the following:

**8.16.15.1.1.1 Return to Service**

Procedures outlined in 8.15.5 on return to service;

**8.16.15.1.1.2 Completion Requirements**

Requirements related to completion of program and obligations incumbent upon the employee upon resumption of service in 8.15.6;

**8.16.15.1.1.3 Objectives**

Objectives of sabbatical leave stated in 8.15.4; and

**8.16.15.1.1.4 Compliance**

Compliance with such other conditions or terms as are agreed upon between the District and the applicant.

#### **8.16.15.2 Breach of Contract**

Inexcusable failure or refusal to comply with the foregoing or any other requirements of this sabbatical leave policy shall constitute a breach of the sabbatical leave contract with the District.

#### **8.17 Other Leaves of Absence**

Other leaves of absence with or without pay may be granted regular, contract, and full-time temporary unit members employed on a contractual basis upon recommendation of the Superintendent/President and approval of the Governing Board. Such leaves are at the sole discretion of the District.

#### **8.18 Return to Work After Extended Illness or Industrial Accident Leave**

An employee who has been on Industrial Accident or Illness Leave, or who has suffered any other injury or has experienced any other extended illness, must provide a physician's or chiropractor's verification of fitness to return to work.

If there is concern about the safety or aggravation of an injury of the returning employee due to physical limitation or work conditions as regards the full duties of that employee, even in the presence of such verification, the supervisor and/or the College Nurse through the Human Resources Office may request that the employee be reexamined by a physician or chiropractor of the employee's choice with District approval at District expense. The date, time and precise nature of the physician or chiropractor contact and response must be noted in writing at the time of the contact. This notation will become part of the employee's confidential health record on campus.

In the event that there is disagreement between the two physicians or chiropractors about the fitness of the employee to return to work, the Human Resources Office may request a third opinion, the physician or chiropractor to be of the employee's choice with District approval, and the examination conducted at the District's expense with the same conditions applied as noted above.

#### **8.19 Leaves Taken Near the End of a Term**

When an FMLA leave is requested, approved, and started within five weeks of the end of a semester or term, and lasts longer than three weeks, the District may require that the unit member on leave remain on leave through the end of the semester or academic term. Educational/academic concerns will be considered when determining if the unit member will be allowed to return to teach the remainder of the course.

If the unit member is not allowed to return, the additional leave time will not be counted against the FMLA leave, but may be compensated with any leave available to the unit member. If he/she does not have any additional paid leave, the additional leave will be unpaid, but benefits will continue as during the FMLA leave

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## ARTICLE 9 - EMPLOYEE BENEFITS

### 9.1 General

All insurance programs are subject to carrier requirements for eligibility enrollment and processing of claims. It is agreed that any insurance coverage provided pursuant to this Agreement is subject to the following:

#### 9.1.1 Payment of Premiums

The District agrees to pay the increased cost of existing Health and Welfare benefit premiums. These premiums shall be expressed in dollar amounts. No increased costs shall be passed on to employees without prior negotiations. Increased costs in benefits will continue to be considered as part of the total compensation settlement. Subsequent years' benefit costs will be funded before any COLA is negotiated.

#### 9.1.2 Cost Containment

The District and the Association shall pursue ways to ensure cost containment through review, analysis and to include possible change of Carriers/Administrators of present Health and Welfare plans.

##### 9.1.2.1 Review and Analysis

This review and analysis shall be conducted pursuant to the following:

#### 9.1.3 Health and Welfare Cost Containment Committee

##### 9.1.3.1 Health and Welfare Cost Containment Committee Members

The District and Association shall establish a Health and Welfare Cost Containment Committee to examine less costly alternatives to the District's current health care plans. The Committee shall be composed of six (6) persons; consisting of three (3) persons selected by the District and three (3) persons selected by the Association. Representatives from CSEA may also be added to the Committee so long as the Association maintains proportionate representation and voting.

##### 9.1.3.2 Responsibility for Scheduling Meetings

The District and the Association shall take responsibility for the following procedural matters:

- a) Schedule Committee meetings;
- b) Arrange meeting locations;
- c) Facilitate Committee process.

##### 9.1.3.3 Report and Recommendations

The Committee shall issue its report and recommendations on a date to be mutually agreed upon at the time of ratification of the contract, and shall forward such report and recommendations to the Chief Negotiators for the District and the Association for negotiation purposes.

##### 9.1.3.4 Activating a Health Care Cost Committee

The District or Association may activate a health care cost committee if needed.

**9.1.3.5 Changing Insurance Administrators or Carriers**

Until recommendations regarding insurance administrators and/or carriers are ratified by the bargaining unit and approved by the Governing Board, the existing plans in this Article shall remain in effect. Any changes in health and welfare administrators/carriers shall be effective upon enrollment dates established between the District and carriers.

**9.2 Benefits**

The District shall provide the following paid benefits to eligible employees:

**9.2.1 Health Insurance**

Health insurance plan specified as presently provided for the employee and dependents, including a biannual \$250 routine examination benefit for each insured.

**9.2.2 Dental Insurance**

Fully paid Dental Service Plan as presently provided, for the employee and dependents, including prosthetics coverage at 50% for the employee and dependents, and orthodontia at 50% for eligible children, subject to plan provisions. The maximum dental benefit is \$1,500 per person per year and the number of cleanings covered is three per twelve-month period.

**9.2.3 Vision Insurance**

Fully paid vision care insurance plan for the employee as presently provided.

**9.2.4 Life Insurance**

Fully paid decreasing term life insurance for the employee as presently provided.

**9.2.5 Salary Protection Insurance**

Fully paid salary protection insurance for employees as presently provided.

**9.3 Carrier Cost Adjustment**

It is understood and agreed by both the District and the Association that whenever the District cost in maintaining the benefits specified in section 9.2 herein are raised by the carriers, such calculation of cost is necessarily considered as part of any total salary adjustment. The specified provider may be changed only by mutual agreement. Either party may initiate a request for change to the other party stating their reasons.

**9.4 Eligibility**

Eligibility for benefits under 9.2 above shall be those employees who meet the qualifications of one of the following categories:

**9.4.1 Contractual Employees**

A unit member employed on a contract basis of 50% or more of a full-time load shall be eligible for benefits specified 9.2.1 through 9.2.5.

**9.4.2 Temporary Employees**

A unit member employed on a temporary basis for more than 67% of a full-time load during a semester shall be provided a stipend equivalent to \$2,250 per semester or \$4,500 academic year, depending upon the length of the assignment, in lieu of District health and welfare benefits. Temporary unit

members shall be ineligible for benefits specified in 9.2.1, 9.2.2, 9.2.3, 9.2.4. and 9.2.5. These amounts will be increased annually by the cost of living adjustment (COLA) received from the State.

**9.4.2.1 Semester Coverage**

Benefits are provided only for the semester the employee works more than 67% of a full-time load.

**9.4.2.2 Determination of a Qualifying Load**

When it can be verified that a unit employee will have taught enough courses, regardless of the time span of any individual course, to qualify for fringe benefits, he or she will be provided fringe benefits for the full semester or beginning at such time that an added class not originally assigned to the employee provides more than 67% of a full-time load.

**9.4.2.3 Removal from Benefits**

If a unit employee begins the semester with more than 67% of a full-time load and a class or classes do not materialize to make the more than 67% semester load, both the employee and the business office will be notified and the employee will be removed from such benefits at the District-designated date of the next reporting date to the carrier.

**9.4.2.4 Temporary Drop in Class Load**

Should an employee temporarily drop below more than 67% because of a class or classes which do not materialize, but is scheduled to teach a class later in the semester which would make the employee eligible for benefits should it materialize, the appropriate Dean will approve or disapprove the continuance of fringe benefits based on the reasonableness of the later class or classes materializing.

**9.4.2.5 Written Statements**

Employees affected by the above procedures shall be notified of all changes in their fringe benefit status in writing to include the effective dates of such changes.

**9.4.2.6 Continued Coverage**

Unit employees scheduled to carry more than 67% of a full-time load for an immediately consecutive semester shall have their coverage continued during the interim period between such consecutive semesters.

**9.5 Eligibility for Employee-Paid Benefits**

Eligibility for group medical insurance of section 9.2.1 of this Article on an employee-paid basis shall be those unit employees who meet the qualifications of one of the following categories with quarterly advance payment of premium:

**9.5.1 All contractual employees.**

**9.5.2 Employees on unpaid approved leave.**



## **9.6 District-Paid Health Plan for Retirees**

For unit members employed by the District prior to June 23, 2004, group medical insurance of section 9.2.1 of this Article shall be provided by the District and paid in full for an eligible unit member and dependent(s) until retiree's sixty-fifth (65th) birthday.

For unit members employed by the District after June 23, 2004, group medical insurance of section 9.2.1 of this Article shall be provided by the District and paid in full for an eligible unit member and dependent(s) until retiree's sixty-fifth (65th) birthday, or until retiree's death, whichever is earlier.

### **9.6.1 Eligibility**

Eligibility requirements:

#### **9.6.1.1 PERS or STRS Retiree**

The employee must have retired under the Public Employees Retirement System or State Teachers Retirement System.

#### **9.6.1.2 Minimum Service Requirements in Education**

For unit members employed by the District prior to June 23, 2004, the employee must have served a minimum of ten (10) years in education with the last five (5) years prior to retirement at MPC. For unit members employed by the District after June 23, 2004, the employee must have retired from MPC with a minimum of fifteen (15) years of full-time, contractual service at MPC. Board-approved leave shall count as service to the District for purposes of eligibility for this benefit.

#### **9.6.1.3 Enrollment in the District's Medical Insurance Plan**

The employee must be enrolled at the time of retirement in the District group medical insurance plan and be eligible for continuance under any special requirements which are a part of the plan.

### **9.6.2 Termination of Health Insurance Coverage Due to Employment Outside of the District**

A unit member who is eligible for retirement benefits under 9.6.1 and who subsequently obtains employment outside of the District with an employer that provides health insurance shall be required to terminate health insurance coverage provided by the District. If the retiree ends such other employment within five (5) years, District health insurance coverage shall be reinstated upon the request of the retiree. The retiree shall be required to undergo a physical examination, at his or her cost, by a district physician, to determine pre-existing conditions prior to reinstatement of health insurance coverage. Pre-existing conditions are defined and treated as follows:

- a) A pre-existing condition is defined as a pregnancy, a sickness or a bodily injury which is deemed to have been in existence during the six month period prior to the eligibility date, or
- b) the results of this examination reveal a pre-existing health condition. Participation in the plan will only be allowed if:
  - i) the pre-existing condition(s) or related illnesses have not manifested themselves within the six (6) months prior to the eligibility date; and
  - ii) upon buying into the plan, no treatments for that pre-existing condition(s) or related illnesses are received within twelve (12)

months. If treatments for such are received, they will be paid for by the employee.

The District may require periodic certification from the retiree that alternative health insurance coverage has not been provided by another employer.

**9.6.3 Coverage**

Coverage under this Plan is determined by meeting the requirements in section 9.6.1 of this Article and is further determined by both the retiree's and/or dependent(s)' enrollment in Medicare Part "A", if eligible through Social Security, when first qualified. Additionally, it is required that all retirees and/or dependent(s) enroll in Medicare Part "B" upon becoming eligible.

**9.6.4 Retiree Health Plan Past 65**

Retirees and spouse or surviving spouse may continue health coverage through the District's current contract past 65; however, the retiree must pay the premium quarterly in advance.

**9.6.5 Health Insurance Coverage upon Early Retirement**

Full-time regular employees who were employed by the District prior to July 1, 1999, who retire prior to age sixty-five (65) and who meet the eligibility requirements of section 9.6 are eligible for health insurance coverage as specified in this section. For purposes of this section, the age of the employee is the age in the fiscal year in which the retirement date occurs.

**9.6.5.1 Health Insurance Coverage**

The retiree shall be covered by the District-paid health insurance to age sixty-five (65) as specified in section 9.6. For each year prior to age sixty-five (65) that an employee retires, health insurance shall be provided by the District for the retiree and spouse for an additional five (5) years beyond age sixty-five (65) under the following conditions:

**9.6.5.1.1 Life of the Employee**

Such insurance shall not extend beyond the life of the employee.

**9.6.5.1.2 Coordinated with Medicare**

Such insurance shall be coordinated with Medicare. The District will pay no part of Medicare Part-B.

**9.6.5.1.3 Premiums**

The District shall pay a maximum of \$125.55 per month for such coverage, but the employee may pay an additional amount that is required to continue such coverage.

**9.6.5.2 Procedures for Application**

Employees requesting early retirement benefits under this section shall submit an application to the Superintendent/President by the end of the first full teaching week of the semester preceding the early retirement. The District shall have the authority to make exceptions to

these deadlines. The application form shall be available in the Office of Instruction.

**9.6.5.3 Potential Renegotiation**

Unit members retiring under the provisions stated herein shall be considered continuing employees for the sole and limited purpose of the benefits cited herein.

**9.6.6 Health Insurance Coverage upon Early Retirement for Retiring Employees Hired After June 30, 1999**

Unit members hired by the District after June 30, 1999, who retire prior to age sixty-five (65) and who meet the eligibility requirements of section 9.6.1 are eligible for health insurance coverage as specified in section 9.6.5.1 and with the conditions stated in sections 9.6.5.1.1 - 9.6.5.1.3. For purposes of this section, the age of the employee is the age in the fiscal year in which the retirement date occurs. However, such health insurance coverage provided by the District under 9.6.5.1 shall terminate at age seventy-two (72). Retirees may then purchase district health insurance benefits at full cost as described in section 9.6.4.

**9.6.7 Health Insurance Coverage upon Early Retirement for Retiring Employees Hired After June 23, 2004**

Unit members hired by the District after June 23, 2004, who retire prior to age sixty-five (65) and who meet the eligibility requirements of section 9.6.1 are eligible for health insurance coverage as specified in section 9.6.5.1 and with the conditions stated in sections 9.6.5.1.1 - 9.6.5.1.3. For purposes of this section, the age of the employee is the age in the fiscal year in which the retirement date occurs. However, such health insurance coverage provided by the District under 9.6.5.1 shall terminate at retiree's sixty-fifth (65) birthday, or with the retiree's death, whichever is earlier. Retirees may then purchase district health insurance benefits at full cost as described in section 9.6.4.

**9.7 Continuation of District Paid Benefits**

All benefits in 9.2 of this Article shall be continued for employees who meet the eligibility requirement of section 9.4 for the unit employees in one of the following categories:

- Unit members who are in a paid leave status.
- Unit members who terminate employment in June or July of any year shall be continued through August 31 of that year.

**9.8 Medical Benefits Continuation for Persons Retired on Disability**

An employee who is retired on medical disability or who is on disability allowance under the State Teachers' Retirement System (STRS), Coverage A, Disability Allowance and Rehabilitation Program, shall be covered by the District-paid group medical insurance cited in 9.2.1 herein, to include the employee's eligible dependent(s), until the death of the employee, or employee's sixty-fifth (65th) birthday, whichever is sooner.

Coverage under this section requires that the retiree and/or dependent(s) enroll in Medical Part "A", when first eligible through Social Security. Additionally, it is required that all retirees and/or dependent(s) enroll in Medicare Part "B" upon becoming eligible.

If the employee is rehabilitated and subsequently obtains employment outside of the District with an employer that provides health insurance, the employee shall be required to terminate health insurance coverage provided by the District.

The District may require periodic certification from the employee that alternative health insurance coverage has not been provided by another employer.

#### **9.9 Employees/Dependents-Paid Benefits Continuation**

Effective January 1, 1987, in compliance with the Federal Consolidated Omnibus Budget Reconciliation Act, the District will offer the opportunity to continue group health coverage for thirty-six (36) months to employees' dependents who would lose health coverage because of divorce, legal separation, or death of employees. The District shall also offer coverage to dependent children of employees after the child reaches the maximum age for coverage. In addition, the District will offer continuation coverage for eighteen (18) months to employees who are terminated (except terminated for gross misconduct), voluntarily quit, or have their hours reduced. The continuation coverage terminates on the earliest of the following dates: when the employer ceases to provide any group health plan to any employee; when the qualified beneficiary fails to make timely payment of the required premium; when the qualified beneficiary becomes covered under another plan or becomes entitled to Medicare benefits. The District will offer this coverage at a charge to the insured of one hundred two (102) percent of the cost of the premium.

#### **9.10 Medicare**

##### **9.10.1 Post-April 1, 1986**

Certificated employees hired by the District on or after April 1, 1986, are by federal law under Medicare.

##### **9.10.2 Pre-April 1, 1986**

Current certificated employees who were on the payroll as of March 31, 1986, will have the opportunity to individually elect to be covered by Medicare by June 30, 1993. The coverage is effective as of January 1, 1991.

#### **9.11 Property Damage**

The District shall replace or reimburse unit members for fair market value of personal property that is lost, damaged, or destroyed while such property is on District premises and if the loss is not otherwise recoverable. When the employee contests the value placed on the object, a qualified adjustor shall determine the value. Such property must be used in conjunction with the unit member's assigned duties and such use must have been approved by the appropriate dean in writing prior to such use for there to be reimbursement. The District will not replace or reimburse unit members for personal property if that property is lost, damaged or destroyed as a result of the employee's own negligence. The maximum reimbursement shall be \$2,500.00.

#### **9.12 Child Care Discount Rate**

Depending upon available space at the Children's Center, unit members may enroll their dependent children at 25% less than the full rate. This discount shall not be converted to a cash benefit.

## ARTICLE 10 - SAFETY

### 10.1 District Intent

The intent of the District is to provide safe working conditions and to comply with the provisions of the California State Occupational Safety and Health Act regulations within the general industry and construction industry (where applicable) standards.

### 10.2 Report of Unsafe Conditions or Practices

Negotiating unit employees and Association safety representatives shall report any condition or practice which they feel unsafe to their immediate supervisor or the designated Safety Officer/Safety Committee members immediately upon notice or discovery. Such report may be made orally or in writing and may include recommendations for remedial steps to be taken. A list of the designated members of the Safety Committee shall be made available on an annual basis to all unit members.

### 10.3 Alternative Working Conditions

If a determination is made by the Safety Officer or Safety Committee that the facility and/or equipment is in such condition that it poses a serious, immediate threat to the safety of an employee, alternative working conditions shall be recommended to the Superintendent/President.

### 10.4 Safety Regulation Compliance

Negotiating unit employees shall comply with all safety rules and regulations distributed and/or posted in appropriate work areas and all safety rules and regulations that apply to a specific assignment.

### 10.5 Keys

In the interest of employee safety, all instructors shall request authorization through the office of the appropriate dean to sign out keys for classrooms and office space normally used by the instructor.

### 10.6 Grievance Limitation

This Article is not subject to the grievance procedures contained in this Agreement except for procedural violations or failure of the Superintendent/President or designee to take action after considering the recommendations provided for in 10.3 above.

## ARTICLE 11 - DISTRICT CALENDAR

### 11.1 Length of Work Year

All full-time or contractual faculty members are required to be on duty for a total of 175.5 days during the academic year.

### 11.2 Extended Work Year for Counselors and Coaches

The salary of those faculty specified in 11.2.1.2, 11.2.1.3, 11.2.1.4 and Exhibit D-I who are required to work an extended contract of more than 175.5 days shall be increased by 1/175 for each additional day their contractual assignment requires. This amount shall be considered their base salary and will be subject to STRS regulations.

**11.2.1.1 Regular (permanent) and contract (probationary)** faculty shall be paid only for those days beyond the instructional year calendar they are required to work as part of their academic year contract. Payments shall be made at the rate of one over the number of instructional days/times the employee's annual salary for each day worked.

**11.2.1.2 Counselors** shall work an additional 10 days per year, for a total of 185.5 days. The additional ten (10) days shall be paid at 1/175 of the contract salary per day shall be subject to STRS Regulations. These additional days will be used to provide service during registration summer session, and intersession. The exact dates of service will be determined by mutual agreement of the individual counselor and his/her immediate supervisor. In the event dates required by the District for counselor services cannot be filled by mutual agreement with the individual counselor, the District reserves the right to assign counselors within each department area (i.e., Matriculation, EOPS, DSPS, etc.) to specific days and times, with right of first refusal offered on a rotating seniority basis.

**11.2.1.3 Counselors who coordinate categorical programs** shall work an additional 40 days per year, for a total of 215.5 days. The additional forty (40) days shall be paid at 1/175 of the contract salary per day and shall be subject to STRS Regulations. These additional days will be used to provide service during registration, summer session, and intersession. These additional days will also be used to produce reports necessary to meet the requirements of these categorical programs. The exact dates of service will be determined by mutual agreement of the individual counselor and his/her immediate supervisor. In the event dates required by the District for counselor services cannot be filled by mutual agreement with the individual counselor, the District reserves the right to assign counselors within each department area (i.e., Matriculation, EOPS, DSPS, etc.) to specific days and times, with right of first refusal offered on a rotating seniority basis.

The Association and District agree to establish an MOU to address the work year for any Counselor or Counselor/Coordinator employed as of October 31, 2018 who has chosen not to work additional days as defined in 11.2.1.2 or 11.2.1.3. These Counselors and/or Counselor/Coordinators will have additional contractual work days, beyond the 175.5 day calendar year, with the additional work days compensated on a 1/175th basis and reported to STRS in accordance with STRS regulations. Counselors and Counselor/Coordinators hired on or after November 1, 2018 will work a work year of either 185.5 or 215.5 work days.

The Association and District agree to strike all provisions of the contract that refer to the prior method of paying faculty who work an extended work-year (including, but not limited to 15.12.3 and 17.4.1: Counselors should also be removed from Exhibit D-I)

**11.2.1.4 Effective July 1, 2019 Full-time Head Coaches** shall work an additional 15 days per year for a total of 190.5 days. The additional fifteen (15) days shall be paid at 1/175 of the contract salary per day and shall be subject to STRS Regulations. These additional days will be used for administrative, coordination, and recruitment-related duties pertaining to the sport in which they coach.

### **11.3 Staff Development / Flexible Calendar Obligation**

Monterey Peninsula College operates on a Flexible Calendar. Faculty duty days are accounted for as follows: 165 scheduled instructional days, ten (10) required staff development or “flex” days in lieu of classroom instruction (a combination of scheduled flex days and individually contracted flex days as established by the academic calendar), and 0.5 day for commencement.

#### **11.3.1 Full-Time Instructional Faculty**

Staff development days are divided between those scheduled for institutional “Flex Day” activities, and those dates and activities agreed upon by management and individual instructional contractual unit members. The day before the start of each semester is a scheduled flex day dedicated to instructional preparation and Division Meetings. The District will not require attendance at institution-wide scheduled flex activities on this day.

In addition to attending and participating in scheduled institutional Flex Day activities and Division meeting, kinds of individually contracted Flex activities are specified in the Chancellor’s Office Guidelines for Implementation of the Flexible Calendar Program, which may include, but need not be limited to, the following:

- a) course instruction and evaluation;
- b) staff development, in-service training and instructional improvement
- c) program and course curriculum or learning resource development and evaluation;
- d) student personnel services;
- e) learning resource services;
- f) related activities, such as student advising, guidance, orientation, matriculation services, and student, faculty, and staff diversity and inclusion;
- g) departmental or division meetings, conferences and workshops, and institutional research;
- h) course SLO assessment and program-of-study SLO assessment;
- i) other duties as assigned by the district; or
- j) the necessary supporting activities for the above.

#### **11.3.2 Part-Time Instructional Faculty Members and Faculty Members Teaching Overload**

The Flexible Calendar obligation for part-time instructional faculty members and full-time faculty teaching overload is based on the number of hours a course has been reduced due to the flexible calendar. The flex obligation of those affected faculty would be equal to the number of hours that the faculty member teaches on those particular flex days.

**Example:** if an instructor teaches 3 hours per day on Monday, Wednesday, and Friday and the college schedules one flex day on a

Friday during the semester then the faculty member is obligated to 3 hours of flex hours.

Part-time non-contractual instructional faculty members and contractual full-time instructional faculty members teaching overload who teach semester length classes may participate in staff development activities and be compensated for same in accord with their Schedule B placement to a maximum number of hours per semester equivalent to the number of hours they instruct per week.

### **11.3.3 Non-Instructional Unit Members**

Non-instructional contractual unit members (counselors and those listed in 15.7) are not subject to staff development requirements related to the flexible calendar.

### **11.4 Beginning and Ending Dates**

Representatives designated by the Association shall serve on the District's Calendar Committee, which will meet annually to determine the following year's academic calendar. If this academic calendar is not adopted by the Board of Trustees by (and including) the April regular Board meeting, the format used the prior year will be retained. (The term "format" denotes the general configuration of academic sessions. Retention of the same format does not preclude change of the dates of academic sessions, so long as the general configuration of academic sessions is retained.)

### **11.5 Extended Contracts and Flexible Schedules**

The calendar and reporting times for counselors, division chairpersons, coaches, and others on extended contracts or flexible scheduling shall vary in accordance with their individual assignments and/or contracts.

### **11.6 Commencement**

All full-time contractual faculty shall be required to participate in commencement exercises and shall provide their own academic gowns, hoods, and mortarboards in accordance with their own traditional standards.

Non-contractual employees who wish to participate in commencement exercises shall be provided at District expense appropriate academic gowns, hoods, and mortarboards. This attendance is uncompensated.



## ARTICLE 12 - HOLIDAYS

### 12.1 Scheduled Holidays

Duty Days shall not be assigned on the following days:

- 12.1.1 Independence Day
- 12.1.2 Labor Day
- 12.1.3 Veterans Day
- 12.1.4 Thanksgiving Day and the Friday immediately following
- 12.1.5 Christmas Day
- 12.1.6 New Year's Day
- 12.1.7 Martin Luther King Day
- 12.1.8 Lincoln's Day
- 12.1.9 Washington's Day
- 12.1.10 Memorial Day

### 12.2 Additional Holidays

#### 12.2.1 Federal and/or State-Appointed Holidays

Any additional day of mourning, holiday, or day for a public fast or thanksgiving appointed by the Governor or the President shall be observed as a non-duty day, provided that the day appointed is one on which the community colleges are required to close as provided in Section 79020 of the Education Code.

#### 12.2.2 Holidays Declared by Governing Board

Any day declared a holiday by the Governing Board for which classes are closed in accordance with Education Code Section 79021 or 79022 shall be a non-duty day for employees.

### 12.3 Holidays on Saturday or Sunday

If a designated holiday falls on a Saturday, the preceding Friday shall be considered a non-duty day. If a designated holiday falls on a Sunday, the Monday following said day shall be considered a non-duty day.

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## ARTICLE 13 - TRANSFERS

### 13.1 Definitions

#### 13.1.1 Transfer

Transfer provisions shall apply only to unit members. A "transfer" is defined as the change of assignment or a reassignment which results in working in a different discipline or instructional support service area, or working at a different geographical site.

#### 13.1.2 Voluntary Transfers

A voluntary transfer is initiated by the employee.

#### 13.1.3 Involuntary Transfers

An involuntary transfer is initiated by the District.

#### 13.1.4 Seniority

An employee's seniority is established by the initial date of service to the District.

#### 13.1.5 Preferential Recall Rights

In the event of a layoff, employees shall have the right to transfer into any vacancy within the unit according to the criteria established in sections 13.2 and 13.3. of this Article.

### 13.2 Implementation of Voluntary Transfers

A contractual unit member may request a voluntary transfer to take effect at the beginning of a semester.

#### 13.2.1 Timelines for Request

The request for an employee-initiated transfer shall be made no later than ninety (90) days preceding the effective date.

#### 13.2.2 Filing Location

The request shall be in writing and filed with the appropriate Dean.

#### 13.2.3 Criteria for Consideration

All requests shall be considered on the basis of the following non-ordered criteria:

- 1) credentials to perform the required services
- 2) seniority with the department or division and District seniority
- 3) demonstrated competence in the subject field such as recency of knowledge and experience and overall employee evaluation
- 4) student, unit member, department or division, and District needs
- 5) Equal Employment Opportunity

#### 13.2.4 Seniority Consideration

When two (2) or more unit members meet the above criteria, the unit member with the greatest District seniority will be given priority.

#### 13.2.5 Non-Authorization of Transfer

If a request is denied, the employee, upon request, shall be provided with the reasons in writing.

### **13.3 Implementation of Involuntary Transfers**

The District may transfer unit members based upon the best interest of the District. Any involuntary transfer shall normally take effect at the beginning of a semester. For the purpose of this subsection, a full or partial reassignment into another discipline shall not constitute an involuntary transfer if either of the following two factors are met:

- 1) the employee has taught or has had experience in the discipline within the last five (5) years.
- 2) the reassignment will not have a significant impact on the employee's total workload.

If the previous factors are not met the following procedure shall be applicable.

#### **13.3.1 Role of Unit Member Preference**

Unit members to be involuntarily transferred as a result of program reductions or consolidations, shall have the right to indicate preferences from available vacancies within the employee's competency/credential area.

#### **13.3.2 Criteria for Consideration**

All involuntary transfers shall be based on the same criteria as voluntary transfers under 13.2.3 above.

#### **13.3.3 Seniority Consideration**

When two (2) or more negotiating unit members meet the criteria in 13.2.3, the unit member with the greatest seniority shall be entitled to the first option of filling the position.

#### **13.3.4 Reasons for Transfer**

An employee being transferred shall be provided, upon request, a statement of reasons for the transfer.

#### **13.3.5 No Loss of Benefits or Compensation**

An involuntary transfer shall not result in the loss of compensation, seniority or any fringe benefit to a negotiating unit employee.

### **13.4 Notification Procedure**

The District shall mail out to each contractual unit member who has been laid off and who retains statutory preferential recall rights, copies of existing and anticipated vacancies within the employee's credential/competency area. As long as any contractual unit member enjoys preferential recall rights, the District shall not fill any such vacancy until:

- a) notice of such vacancy or anticipated vacancy has been mailed to each contractual unit member who enjoys recall rights within competency/credential area, and
- b) such unit member has been given a reasonable opportunity to apply for such vacancy or anticipated vacancy.

In the event positions are authorized during the summer months, contractual unit members within competency/credential area, and who filed a general request for transfer shall be mailed copies of such notices to their address of record. Such general transfer requests shall remain active for one (1) year. Any contractual unit member who initiates a request for transfer and makes application for a position shall receive an interview for the position and/or written notice of status.

## ARTICLE 14 – EVALUATION

Both parties agree to retain current language for the 2019-2020 academic year but to convene a subcommittee of at least 3 faculty identified by MPCTA and 3 administrative representatives identified by the District to review and revise the evaluation process. The goal is to streamline the process, clarify instructions, create discipline specific evaluation tools where needed, and address evaluation for online instruction.

It is the intent of this Article to provide guidelines for evaluating faculty consistent with the Education Code.

The purpose of evaluation and tenure review is to ensure that Monterey Peninsula College maintains the highest quality in its faculty.

To protect the integrity of an evaluation, all parties involved, including evaluation committee members, the evaluatee, administrators, and staff, must respect the confidentiality of the process. To this end, information regarding evaluation deliberations, recommendations, and documents may be shared only on a need-to-know basis.

### 14.1 Personnel Groups to be Evaluated

For the purpose of applying uniform standards for all unit members with similar duties and responsibilities, the unit members to be evaluated shall be considered in one (1) of five (5) groups:

- 1) tenured faculty,
- 2) tenure-track probationary faculty,
- 3) temporary faculty (full-time and part-time),
- 4) division chairpersons, and
- 5) faculty seeking FSA placement or retention in an FSA outside of an initial FSA.

Unit members temporarily assigned to non-instructional activities in accordance with Article 15.4.1.1.2 of this Agreement as part of their load shall not be evaluated on those activities.

### 14.2 Schedule of Evaluations

#### 14.2.1 Tenured Faculty Schedule of Evaluations

Tenured faculty shall be evaluated in every third academic year. Such evaluations may be conducted in either Fall or Spring semester of that year. The assignment of a faculty member's evaluation to Fall or Spring semester shall be made by the end of the first week of Fall semester through mutual agreement between the faculty member and his/her Division Chairperson/immediate supervisor, who shall notify in writing the Office of Academic Affairs or the Office of Student Services, as appropriate, and the Office of Human Resources of the distribution of the Fall/Spring evaluations.

For faculty tenured after April 20, 2004, the first evaluation after tenure has been granted shall be in the third year of tenured employment, with regular evaluations taking place every third year thereafter regardless of any intermediate evaluations.

For tenured faculty employed before April 20, 2004, the three year cycle of regular evaluations shall begin with the next regular evaluation as scheduled under the previous contract and continue based on that year regardless of any intermediate evaluations.

#### **14.2.2 Tenure-Track Probationary Faculty Schedule of Evaluations**

Tenure-track probationary faculty for whom the first semester of employment is a Fall semester shall receive a complete evaluation, including student evaluations, in the Fall semesters of their first, second, and fourth years. Only student evaluations will be conducted in the Spring semesters of their first and third years, unless the second year evaluation results in a plan for improvement requiring a complete evaluation in the Fall semester of the third year.

Tenure-track probationary faculty for whom the first semester of employment is a Spring semester shall receive their first evaluation as probationary employees in the subsequent Fall semester, following the provisions of this Article as if their first semester of employment were that Fall semester.

Tenure-track faculty in probationary status as of April 20, 2004 shall complete their probationary period following the provisions of this Article.

#### **14.2.3 Temporary Faculty (Full-Time and Part-Time) Schedule of Evaluations**

Temporary faculty shall be evaluated every sixth semester.

If temporary faculty are due to be evaluated in a semester in which they are not employed at Monterey Peninsula College, the evaluation shall take place in their next semester of employment at Monterey Peninsula College. The originally established six semester cycle of evaluations for such faculty shall remain in effect despite periods of non-employment at Monterey Peninsula College.

The appropriate Dean and Division Chairperson/immediate supervisor may mutually agree to waive the evaluation for a temporary faculty member whose assignment consists of one or more courses totaling less than forty-eight classroom hours (defined as the number of hours taught per week times the number of weeks in the course, with no reduction for holidays). The Dean shall notify the Office of Academic Affairs or the Office of Student Services, as appropriate, and the Office of Human Resources of such waivers no later than the end of the fourth week of the semester. If this is not possible, notification shall be made as soon as is practical. A faculty member receiving such a waiver shall be evaluated in their next semester of employment, but their originally established six semester cycle of evaluations shall remain in effect.

New temporary faculty employed after April 20, 2004 shall be evaluated in their first semester of employment. Regular evaluations for such faculty shall take place every sixth semester thereafter, regardless of any intermediate evaluations or of evaluations postponed due to periods of non-employment at Monterey Peninsula College.

For temporary faculty employed before April 20, 2004, who have had a regular evaluation within six semesters of April 20, 2004 and whose complete evaluation is on file in The Office of Human Resources, the six semester cycle of regular evaluations shall begin with the semester within which the last evaluation took place, and shall continue based on that semester regardless of any intermediate evaluations or of evaluations postponed due to periods of non-employment at Monterey Peninsula College.

Temporary faculty employed before April 20, 2004, who have not had a regular evaluation within six semesters of April 20, 2004 shall be randomly assigned within their Division or work unit to six groups numbered one through six. The six semesters following April 20, 2004 shall be numbered one through six, and the first evaluations under this new Article for each faculty group shall be in the semester corresponding to their group number. The six semester cycle of regular evaluations for each group shall then be deemed to have begun with this first evaluation under this new Article, and shall continue based on this first evaluation regardless of any intermediate evaluations or of evaluations postponed due to non-employment at Monterey Peninsula College.

**14.2.4 Instructional Division Chairpersons  
Schedule of Evaluations**

No later than March 1 of each year, the members of each division or area shall evaluate their division chairperson, and the designated management administrative staff shall evaluate the division chairpersons.

**14.2.5 Faculty Seeking FSA Placement or Retention in an FSA Outside of an Initial FSA  
Schedule of Evaluations**

Faculty seeking placement in FSAs other than those in which initially placed or faculty seeking retention in an FSA outside of their initial FSAs must be evaluated in those FSAs at least one semester within the three most recent years.

**14.3 Evaluation Procedures**

**14.3.1 Evaluation Procedures for Temporary Faculty with Less than Semester Length Assignments**

All relevant evaluation procedures specified in Section 14.3.2 shall be followed except for the situations described in Sections 14.3.1.1 and 14.3.1.2 below.

**14.3.1.1 Timeline**

**For Temporary Faculty with Less than Semester Length Assignments**

A wide range of possible assignments less than a semester in length may occur both in terms of length of the assignment and its position within a semester. If the timeline described in Section 14.3.2.1 cannot be applied to a specific assignment, the Division Chairperson/immediate supervisor and the Evaluation Committee (guided by Section 14.3.2.1) shall develop an appropriate timeline with specific dates for the semester in which the assignment lies. The timeline should ensure completion of the evaluation by the end of the semester, paying particular attention to the inclusion of the following requirements:

**For evaluatees receiving their second or subsequent evaluation:**

- A self-evaluation
- Student evaluations, which should take place only after two-thirds of each class or non-instructional assignment has been completed
- If student evaluations are not appropriate, the evaluation of the performance of other services, which should take place only after two-thirds of each such assignment has been completed

**For evaluatees receiving their first evaluation:**

- The self-evaluation

- Student evaluations, which should take place only after two-thirds of each class or non-instructional assignment has been completed
- Classroom visits, which should take place only after two-thirds of each class has been completed
- Classroom materials provided by the evaluatee
- If appropriate, the evaluation of the performance of other services, which should take place only after two-thirds of each such assignment has been completed
- If appropriate, materials related to the performance of other services provided by the evaluatee
- The Committee Report

The Committee Chairperson shall inform the evaluatee of the details of this modified timeline.

#### **14.3.1.2 Notification Procedures**

##### **For Temporary Faculty with Less than Semester Length Assignments**

If the notification procedures specified in Section 14.3.2.2.2 cannot be applied to a specific assignment, temporary faculty shall be notified as follows:

Temporary faculty in their first semester of employment at Monterey Peninsula College shall be notified of their evaluation in writing during their pre-employment meeting with Office of Human Resources staff. The appropriate Division Chairperson/immediate supervisor and Vice President shall also be notified at that time.

Temporary faculty due for their second or subsequent evaluations shall be notified of their evaluation in writing as soon as is practical, with a goal of being no later than the distribution of a Notice of Employment to the evaluatee. The appropriate Division Chairperson/immediate supervisor and Vice President shall also be notified at that time.

#### **14.3.2 Evaluation Procedures for Tenured Faculty and Tenure-Track Probationary Faculty, and for Temporary Faculty with Semester Length Assignments**

All timeline references in this section apply to semester length assignments. For evaluations of temporary faculty with assignments that are less than a semester in length, see Section 14.3.1.

##### **14.3.2.1 Timeline**

##### **For Tenured Faculty and Tenure-Track Probationary Faculty, and for Temporary Faculty with Semester Length Assignments**

For the purposes of this Article, the first week of a semester is defined as the week that includes the first instructional day of that semester. Subsequent weeks of a semester are counted from this first week. Flex week is defined as the week prior to the first week of a semester.

Unless extenuating circumstances warrant an extension by mutual agreement among the evaluatee, the chairperson of the evaluation committee, and the appropriate district representative, the time lines shall be as follows.

**For Fall Semester of an academic year, no later than the end of the:**



**FLEX WEEK** The names of the tenured and tenure-track probationary faculty to be evaluated in an academic year have been provided to those faculty, as well as to their Division Chairpersons/immediate supervisors and Vice Presidents, along with the timeline translated into specific dates for Fall and Spring semesters of that academic year.

**1ST WEEK** Through mutual agreement with their Division Chairpersons/immediate supervisors, tenured faculty have decided whether to be evaluated in Fall or Spring semester of that academic year. The Office of Academic Affairs or the Office of Student Services, as appropriate, and the Office of Human Resources have been notified of the Fall/Spring distribution of evaluations

**For the appropriate semester (Fall or Spring), no later than the end of the:**

**2ND WEEK**

- The names of temporary faculty to be evaluated have been provided to those faculty, as well as to their Division Chairpersons/immediate supervisors and Vice Presidents, along with the timeline translated into specific dates for the semester.
- The committee members for the tenured and tenure-track probationary faculty being evaluated have been selected and the evaluatee has been informed of the selection.

**3RD WEEK**

- The committee members for the temporary faculty being evaluated have been selected and the evaluatee has been informed of the selection.
- Any appeals by the tenured and tenure-track probationary evaluatees of the choices of peer committee members have been made to the Senate in writing.

**4TH WEEK**

- Any appeals by temporary evaluatees of the choices of peer committee members have been made to the Senate in writing.
- The Committee Chairperson has notified the Office of Academic Affairs or the Office of Student Services, as appropriate, and the Office of Human Resources of any waivers of student evaluations for very short term courses that form a relatively small part of an evaluatee's assignment.
- The appropriate Dean has notified the Office of Academic Affairs or the Office of Student Services, as appropriate, and the Office of Human Resources of any waivers of evaluations for temporary faculty members whose assignments consist of

one or more courses totaling less than forty-eight classroom hours as defined in Section 14.2.3. If notification by the fourth week is not possible, notification shall be made as soon as is practical.

**6TH WEEK** The Senate has resolved any appeals by the evaluatees regarding the peer members of the Evaluation Committee.

**9TH WEEK**

- Student evaluations (which were administered in the seventh through ninth weeks of the semester) have been completed and returned to the appropriate administrative office for processing and analysis; copies of any narrative comments on the student evaluations have been given to the Chairperson of the Evaluation Committee.
- Any classroom visits or evaluation of performance of other services (which were administered in the seventh through ninth weeks of the semester) have been completed and written appraisals have been given to the Committee Members and to the evaluatee.

**11TH WEEK**

- The processed student evaluations and the related statistical summary of the numerical results have been returned to the Committee Chairperson, who has shared these results with the Committee members, and who has provided a copy of this statistical summary, and a synopsis of the narrative comments (restated as necessary to maintain students' confidentiality), to the evaluatee.
- The evaluatee has provided the Committee Members with any written responses to the classroom visit appraisals or to the evaluation of performance of other services.
- The evaluatee has provided the Committee with his/her self-evaluation.
- For tenure-track probationary faculty and temporary faculty in their first evaluation: the evaluatee has provided the Committee with copies of any course handouts; samples of quizzes, tests, assignments, etc.; samples of how students' work is evaluated; and, if applicable, comparable materials related to the performance of other services.

**12TH WEEK** The evaluatee has provided the Committee Members with any written responses to the summary of results of the student evaluations.

**13TH WEEK**

- The Committee Chairperson has met with the Committee and has completed the Committee Report. It has also been

decided whether the Committee Chairperson and the district representative (if a member), or the full Committee, should meet with the evaluatee to discuss the Committee Report.

- The evaluatee has been provided a copy of the Committee Report, and copies of any material not otherwise described above that was generated through the components of the evaluation.

**15TH WEEK** The Committee Chairperson and the district representative (if a member), or the full Committee, have met with the evaluatee to discuss the Committee Report, unless the Committee has waived the meeting for temporary faculty with a satisfactory evaluation.

**17TH WEEK**

- The evaluatee has responded in writing to the Committee Report (if desired).
- The Committee Report, including any response by the evaluatee, has been forwarded for review or further action as described in Section 14.3.2.7.
- The Office of Human Resources has been notified by the Committee Chairperson that the Evaluation Committee's Report has been completed.

**For the semester following the evaluation:**

**In time for  
recommendations from a  
Fall evaluation to be  
considered by the  
Governing Board at its  
February meeting:**

**or**

**No later than the end of  
the 6th week of the  
following Fall semester  
for recommendations  
from a Spring  
evaluation:**

The review of the Committee Report (as described in 14.3.2.7) **for all tenure-track probationary faculty, for tenured faculty whose Committee Report includes one or more dissenting opinions, and for tenured faculty whose Amelioration Report is unsatisfactory** has been completed. A summary of any further action taken, or why the Superintendent/President made a different recommendation from that in the Committee Report, has been appended to the Committee Report and the resulting Final Report has been forwarded to the Office of Human Resources for placement in the evaluatee's personnel file.

**No later than the end of the:**

**4TH WEEK** The original student evaluation forms with narrative comments have been returned to the evaluatee, but no earlier than the beginning of the semester following his/her evaluation.

**6TH WEEK** The review of the Committee Report (as described in 14.3.2.7) **for all temporary faculty, and for tenured faculty with evaluations that are satisfactory or in need of improvement**, has been completed and the resulting Final Report has been forwarded to the Office of Human Resources for placement in the evaluatee's personnel file.

#### **14.3.2.2 Notification**

##### **For Tenured Faculty and Tenure-Track Probationary Faculty, and for Temporary Faculty with Semester Length Assignments**

###### **14.3.2.2.1 Notification to Tenured Faculty, Tenure-Track Probationary Faculty, Division Chairpersons, and Vice Presidents**

The Office of Human Resources shall notify in writing the unit members to be evaluated. This notification shall be no later than the end of flex week for Fall semester of the academic year in which the evaluation is to take place. The notification shall include the complete timeline for the evaluation procedures (as described in Section 14.3.2.1) translated into specific dates for each of the Fall and Spring semesters. The timeline may be changed by mutual agreement among the evaluatee, the chairperson of the evaluation committee, and the appropriate district representative.

The Office of Human Resources shall also provide a list of the unit members to be evaluated to division chairpersons/immediate supervisors and Vice Presidents no later than the end of flex week for Fall semester of the academic year in which the evaluation is to take place.

###### **14.3.2.2.2 Notification to Temporary Faculty with Semester Length Assignments, Division Chairpersons, and Vice Presidents**

The temporary faculty to be evaluated shall be notified in writing by the Office of Human Resources. This notification shall be no later than the end of the second week of the semester in which the evaluation is to take place. The notification shall include the complete timeline for the evaluation procedures (as described in Section 14.3.2.1) translated into specific dates for the appropriate semester. The timeline may be changed by mutual agreement among the evaluatee, the chairperson of the evaluation committee, and the appropriate district representative.

The Office of Human Resources shall also provide a list of the unit members to be evaluated to division chairpersons/immediate supervisors and Vice Presidents no later than the end of the second week of the semester in which the evaluation is to take place.

**14.3.2.3 Procedures for Conducting Student Evaluations  
For Tenured, Tenure-Track Probationary Faculty, and Temporary  
Faculty**

**14.3.2.3.1 Classroom Student Evaluations**

Student evaluations shall be administered during the seventh to ninth weeks of the semester in each class taught by the evaluatee. The District student evaluation form shall be used (see Exhibit G-2).

The Evaluation Committee shall arrange for the student evaluations to be conducted. The person conducting the student evaluations shall:

- a) ensure that the evaluatee is not present while the students are filling out the evaluation form.
- b) explain the student evaluation process by following the District's instruction sheet, emphasizing the importance of including narrative comments.
- c) assure the students that their responses shall remain confidential and request that no names be used on the evaluation form.
- d) make copies of the narrative comments, note the corresponding class on the set of copies, and give the set to the Chairperson of the Evaluation Committee.
- e) forward the original completed student evaluation forms to the appropriate administrative office for processing and analysis no later than the ninth week of the semester.

The administrative office responsible for processing the student evaluations shall return the results no later than the eleventh week of the semester to the Chairperson of the Evaluation Committee, who shall immediately allow the Committee members to view the results.

No later than the eleventh week of the semester of the evaluation, the Committee Chairperson shall give a copy of the statistical summary of the numerical results and a synopsis of the narrative comments (restated as necessary to maintain students' confidentiality) to the evaluatee, who may respond in writing, if desired, no later than the twelfth week of that semester.

The Committee Chairperson shall include the statistical summary of the numerical results and a synopsis of the narrative comments (restated as necessary to maintain students' confidentiality), in the Committee Report.

The original student evaluations with narrative comments shall not be given to the evaluatee until the following semester; the evaluatee should receive these no later than the end of the fourth week of that semester.

**14.3.2.3.2 Non-Classroom Student Evaluations**

When the assignment of the evaluatee requires direct contact with students other than in a classroom situation, provided a student evaluation is relevant and appropriate, the evaluation shall include a representative sample of the affected student population and shall be based on three (3) areas: accessibility of the service, effectiveness of the service, and the relationship of the service to the instructional program. Content and format for the evaluation of a non-classroom situation shall be determined by the Evaluation Committee in consultation with the Division Chairperson/immediate supervisor. Confidentiality shall be maintained and the timeline shall be followed as described in 14.3.2.3.1.

**14.3.2.4 Procedures for Conducting Classroom Visits and Evaluating the Performance of Other Services For Tenured, Tenure-Track Probationary, and Temporary Faculty**

Any evaluator who visits the evaluatee's classroom, or evaluates the performance of other services, as provided for in this Article, shall provide a written appraisal based upon his/her observations to the members of the Evaluation Committee and to the evaluatee no later than the ninth week of the semester. The evaluatee may respond in writing, if desired, no later than the eleventh week of the semester.

**14.3.2.5 Selection of Evaluation Committee Members, Evaluation Components, and Evaluation Outcomes For Tenured, Tenure-Track Probationary, and Temporary Faculty**

**14.3.2.5.1 Tenured Faculty**

**14.3.2.5.1.1 Selection of Evaluation Committee Members**

**Tenured Faculty**

The Evaluation Committee shall consist of two tenured peers, one of whom will act as Committee Chairperson. One of the tenured peers may be from outside the evaluatee's department or division, but cannot be the chairperson. The two peers (and who will be the chairperson) shall be named by the division chairperson/immediate supervisor, or, if the Division Chairperson is the evaluatee, by the chairperson of the committee that performed his/her last evaluation. Evaluation duties should be rotated so that over the years each faculty member is eventually evaluated by every other faculty member in the

Department/Division, thus ensuring that diversity is represented to the extent possible. The evaluatee is not to be involved in the selection of his/her committee. The Committee Chairperson shall inform the evaluatee of the choice of committee members no later than the second week of the semester.

If the evaluatee objects to one or both committee members, he or she may appeal the choice(s) in writing to the Academic Senate by the end of the third week of the semester. The Senate shall, after consideration of any appeal(s), confirm the appointment(s) or accept the appeal(s) and make new appointment(s). The Senate's decision shall be made by the end of the sixth week of the semester and is final.

When management staff resources permit, a district representative, who may be the evaluatee's immediate supervisor if he/she is not a member of the unit, shall be designated by the appropriate Vice President to serve on each evaluation committee scheduled during a given academic year. The district representative shall have the same responsibilities as those of the other members of the evaluation committee. Once begun, the district intends to maintain its representation as described for a minimum of a three year cycle of evaluations.

#### **14.3.2.5.1.2 Evaluation Components Tenured Faculty**

The evaluation shall consist of the following components:

- student evaluations for instructional faculty, and, where appropriate, for non-instructional faculty.

For instructional faculty, each class taught by the evaluatee shall be evaluated. However, the Evaluation Committee, in consultation with the Division Chairperson/immediate supervisor, may waive student evaluations for very short-term courses that form a relatively small part of the evaluatee's assignment. The Committee Chairperson shall notify the Office of Academic Affairs or the Office of Student Services, as appropriate, and the Office of Human

Resources of any such waivers by the end of the fourth week of the semester.

- a self evaluation based on “A Guide for Faculty Self-Evaluation” (See Exhibit G-1)
- for non-instructional faculty for whom student evaluations are not appropriate, the evaluation of the performance of other services in a manner decided by the Committee in consultation with the Division Chairperson/immediate supervisor. Each committee member performing such an evaluation shall write an appraisal based upon his/her observations.

In addition:

Classroom visits by any or all of the committee members may occur only if requested by the evaluatee. The exception would be if the evaluatee’s previous evaluation, or complaint(s) to the Division Chairperson/immediate supervisor, warrants an observation. For such cases, the decision to conduct classroom visits (and how many) will be made by the Evaluation Committee in consultation with the Division Chairperson/immediate supervisor, or, if the Division Chairperson is the evaluatee, with the Chairperson of the committee that performed his/her last evaluation. Each observing committee member shall write an appraisal based on his/her observations.

#### **14.3.2.5.1.3 Evaluation Outcomes Tenured Faculty**

There are three possible outcomes:

##### **i) Satisfactory Evaluation**

The Committee commends the performance of the evaluatee.

##### **ii) Needs Some Improvement**

If student evaluations, oral or written complaints, classroom visits, or evaluation of the performance of other services, suggest some problems that can be easily remediated by the instructor, the Evaluation Committee shall meet with the evaluatee to offer suggestions and guidance in resolving these problems. The evaluatee and the Committee shall mutually agree upon a plan that the evaluatee will follow to improve



his/her effectiveness. This plan shall be included in the Committee Report. The results of implementing the plan shall be assessed as part of the evaluatee's next regularly scheduled evaluation.

**iii) Unsatisfactory Evaluation**

If student evaluations, oral or written complaints, classroom visits, or evaluation of the performance of other services, identify recurring and serious problems, an Amelioration Committee shall be formed by the end of the first week of the semester following that of the original evaluation. This committee shall consist of the Division Chairperson/immediate supervisor; one of the peers who served on the original evaluation committee; a district representative (who may be the evaluatee's immediate supervisor if he/she is not a member of the unit) designated by the Superintendent/President; and an independent facilitator from outside the college, who will chair the committee.

In the event that the evaluatee's immediate supervisor is not a member of the unit, the Senate Committee on Committees and the immediate supervisor shall choose a tenured peer from within the evaluatee's department/division to serve on the Amelioration Committee and to chair the Committee when it conducts the follow up evaluation described in paragraph five below.

The District and the Association shall mutually agree upon the choice of the facilitator. The facilitator must be knowledgeable about educational and instructional issues, skilled in interpersonal communication and conflict resolution, and also skilled in guiding the development of a specific action plan including steps to ameliorate the identified problems.

A plan for improvement, including specific indices for measuring progress, shall be developed jointly by the Amelioration Committee and the evaluatee by the end of the sixth week of the semester in which the Committee was formed and will be positively directed at assisting the

evaluatee in amelioration of the identified problems. This plan shall be appended to the previous Committee Report, and a copy shall be given to the evaluatee.

A complete evaluation following the appropriate procedures described in Section 14.3.2 for tenured faculty shall be conducted in the semester following the establishment of the Amelioration Committee. However the components of this evaluation (which may include reviews of previous Evaluation Final Reports) shall be specified by the Amelioration Committee, which shall henceforth function as the Evaluation Committee. However, the Division Chairperson/immediate supervisor shall now act as the Committee Chairperson, and the facilitator shall participate in order to continue to help the evaluatee to successfully resolve the issues identified in his/her plan for improvement. If this evaluation is satisfactory, the next evaluation will be in two years. However, if the evaluation is unsatisfactory, a summative written report shall be forwarded to the Superintendent/President for review and action.

**14.3.2.5.1.4 Consequences – Unsatisfactory Evaluation**

This section defines the contractual consequences of an unsatisfactory evaluation but does not prevent the district from taking other action provided under Article 26 of this Agreement.

An unsatisfactory evaluation may affect Qualification for Sabbatical leave (see 8.13.2 above) and Column and Step Advancement on the Salary Schedule (see 16.4.4.1 below).

**14.3.2.5.2 Tenure-Track Probationary Faculty**

**14.3.2.5.2.1 Selection of Evaluation Committee Members**

**Tenure-Track Probationary Faculty**

The Evaluation Committee shall consist of the Division Chairperson/immediate supervisor who shall act as chairperson; a district representative (who may be the evaluatee's immediate supervisor if he/she is not a member of the unit) designated by the

appropriate Vice President; and two tenured peers (one may be from outside the evaluatee's department/division) chosen by the Division Chairperson/immediate supervisor. The choices for the two peers should, to the extent possible, appropriately represent diversity. The evaluatee is not to be involved in the selection of his/her committee. The Committee Chairperson shall inform the evaluatee of the choice of committee members no later than the second week of the semester.

Under extenuating circumstances, a tenure-track probationary faculty member may serve as a peer on the evaluation committee of another tenure-track probationary faculty member, subject to mutual agreement by the evaluatee, the Association, and the District.

In the event that the evaluatee's immediate supervisor is not a member of the unit, the Senate Committee on Committees and the immediate supervisor shall choose a tenured peer from within the evaluatee's department/division to serve as the chairperson of the Evaluation Committee. He/she shall then choose the two other tenured peer members.

If the first evaluation in the probationary period is satisfactory, the Division Chairperson may appoint designee(s) to chair the subsequent probationary evaluations. However, if the first evaluation has disclosed a need for improvement as defined in Section 14.3.2.5.2.3, the Division Chairperson/immediate supervisor shall continue to serve as the Committee Chairperson for the subsequent evaluations.

If the evaluatee objects to one or both peer committee members, he or she may appeal the choice in writing to the Academic Senate by the end of the third week of the semester. The evaluatee may not object to the selection of the Committee Chairperson. The Senate shall, after consideration of any appeal(s), confirm the appointment(s) or accept the appeal(s) and make new appointment(s). The Senate's decision shall be made by the end of the sixth week and is final.

#### **14.3.2.5.2.2 Evaluation Components**

### **Tenure-Track Probationary Faculty**

Tenure-track probationary faculty for whom the first semester of employment is the Fall semester shall receive a complete evaluation, including student evaluations, in the Fall semesters of their first, second, and fourth years. Only student evaluations shall be conducted in the Spring semesters of their first and third years unless the second year evaluation results in a plan for improvement requiring a complete evaluation in the Fall semester of the third year.

Tenure-track probationary faculty for whom the first semester of employment is the Spring semester shall receive their first evaluation as probationary employees in the subsequent Fall semester as if their first semester of employment were that Fall semester.

The evaluation shall consist of the following components:

- a review of the Final Reports from all previous evaluations performed during the probationary period.
- student evaluations for probationary instructional faculty, and, where appropriate, for probationary non-instructional faculty:
  - for first year probationary faculty, student evaluations shall be conducted in the Fall semester. For those instructors given a contract for a second year, student evaluations shall be given again in the Spring semester.
  - for second year probationary faculty, student evaluations shall be conducted in the Fall semester. Their first year Spring student evaluations shall also be included as a component of their complete second year evaluation.
  - for third year probationary faculty, student evaluations shall be conducted in the Spring semester. This is the only required component for evaluatees in their third year, unless a complete evaluation is required in the Fall semester of the third year as a result of the evaluatee's second year evaluation.

The third year spring evaluations shall be reviewed by the Evaluation Committee which conducted the previous complete evaluation. Should this review be other than satisfactory, the Committee shall document the areas of concern and meet with the evaluatee to address these concerns. These areas of concern shall be a primary focus of the final probationary evaluation, which will take place in the evaluatee's fourth year of probationary status.

- for fourth year probationary faculty, student evaluations shall be conducted in the Fall semester. Their third year Spring student evaluations shall also be included as a component of their complete fourth year evaluation.
- a self-evaluation based on "A Guide for Faculty Self-Evaluation. (See Exhibit G-1)
- classroom visits by each of the committee members, such that each class taught is visited at least once. Each committee member shall write an appraisal based on his/her observations.
- evaluation of the performance of other services for non-instructional faculty (and for instructional faculty if decided by the Evaluation Committee as being appropriate) in a manner decided by the Committee in consultation with the Division Chairperson/immediate supervisor. Each committee member performing such an evaluation shall write an appraisal based upon his/her observations.
- a review of the following:
  - copies of any course handouts
  - samples of quizzes, tests, assignments, etc.
  - samples of how students' work is evaluated (e.g. actual examples of graded work)
  - if applicable, comparable materials selected by the Committee that are related to the performance of other services

**14.3.2.5.2.3 Evaluation Outcomes  
Tenure-Track Probationary Faculty**

**14.3.2.5.2.3.1 First Contract  
Tenure-Track Probationary Faculty  
Working Under Their First Contract  
(i.e., a one-year contract covering their  
first year)**

The possible outcomes are:

**i) Satisfactory evaluation.**  
The Committee shall make a recommendation to:

a) enter into a contract with the evaluatee for the following academic year

*or*

b) employ the evaluatee as a tenured employee starting in the following academic year.

**ii) Needs Improvement and the Committee feels that the evaluatee has the potential to successfully improve his/her effectiveness.**

The Committee shall recommend that a contract for a second year of tenure-track employment be offered contingent upon the evaluatee following a specific plan, developed by the Committee, designed to improve his/her skills. The plan may include an additional complete evaluation in the following Spring semester. If the evaluatee shows insufficient improvement in this additional evaluation and in his/her second year Fall evaluation, the Committee shall recommend that no contract be offered for the third and fourth years.

**iii) Unsatisfactory Evaluation.**  
The Committee shall recommend that no contract be offered for a second year.

**14.3.2.5.2.3.2 Second Contract  
Tenure-Track Probationary Faculty  
Working Under Their Second Contract  
(i.e., a one-year contract covering their  
second year)**

The possible outcomes are:

**i) Satisfactory evaluation.**

The Committee shall make a recommendation to:

a) enter into a two year contract with the evaluatee (for the third and fourth years of tenure-track employment)

*or*

b) employ the evaluatee as a tenured employee starting in the following academic year.

**ii) Needs Improvement and the Committee feels that the evaluatee has the potential to successfully improve his/her effectiveness.**

The Committee shall recommend that a two year contract (for the third and fourth years of tenure-track employment) be offered contingent upon the evaluatee following a specific plan, developed by the Committee, designed to improve his/her skills. The plan may include an additional complete evaluation in the following Spring semester. An additional complete evaluation shall be performed in the Fall semester of the evaluatee's third year. If the evaluatee shows insufficient improvement in these additional evaluations and in the fourth year Fall evaluation, the Committee shall recommend not to grant tenure.

**iii) Unsatisfactory Evaluation.**

The Committee shall recommend that no contract be offered for the following two academic years.

**14.3.2.5.2.3.3 Third Contract**

**Tenure-Track Probationary Faculty Working Under Their Third Contract (i.e., a two-year contract covering their third and fourth years)**

The possible outcomes are:

**i) Satisfactory evaluation.**

The Committee shall make a recommendation to employ the evaluatee as a tenured employee

starting in the following academic year.

**ii) Unsatisfactory Evaluation.**

The Committee shall recommend to not employ the evaluatee as a tenured employee.

**14.3.2.5.3 Temporary Faculty (Full-Time and Part-Time)**

**14.3.2.5.3.1 First Evaluation**

**Temporary Faculty Participating in their First Evaluation at Monterey Peninsula College**

**14.3.2.5.3.1.1 Selection of Evaluation Committee Members**

**Temporary Faculty for their First Evaluation**

The Evaluation Committee shall consist of two tenured peers, one of whom will act as Committee Chairperson. One of the tenured peers may be from outside the evaluatee's department or division, but cannot be the chairperson. The two peers (and who will be the chairperson) shall be named by the division chairperson/immediate supervisor. The choices for the two peers should, to the extent possible, appropriately represent diversity. The evaluatee is not to be involved in the selection of his/her committee. The Committee Chairperson shall inform the evaluatee of the choice of committee members no later than the third week of the semester.

If the evaluatee objects to one or both committee members, he or she may appeal the choice in writing to the Academic Senate by the end of the fourth week of the semester. The Senate shall, after consideration of any appeal(s), confirm the appointment(s) or accept the appeal(s) and make new appointment(s). The Senate's decision shall be made by the end of the sixth week of the semester and is final.

**14.3.2.5.3.1.2 Evaluation Components**

**Temporary Faculty for their First Evaluation**



The evaluation shall consist of the following components:

- student evaluations for instructional faculty, and, where appropriate, for non-instructional faculty.

For instructional faculty, each class taught by the evaluatee shall be evaluated. However, the Evaluation Committee, in consultation with the Division Chairperson/immediate supervisor, may waive student evaluations for very short-term courses that form a relatively small part of the evaluatee's assignment. The Committee Chairperson shall notify the Office of Academic Affairs or the Office of Student Services, as appropriate, and the Office of Human Resources of any such waivers by the end of the fourth week of the semester.

- A self-evaluation based on Part A of "The Guide for Faculty Self-Evaluation" (See Exhibit G-1)
- Classroom visits by both committee members. Each committee member shall write an appraisal based on his/her observations. The Evaluation Committee, in consultation with the Division Chairperson/immediate supervisor, may waive classroom visits for very short-term courses that form a relatively small part of the evaluatee's assignment.
- evaluation of the performance of other services for non-instructional faculty (and for instructional faculty if decided by the Evaluation Committee as being appropriate) in a manner decided by the Committee in consultation with the Division Chairperson/immediate supervisor. Each committee member performing such an evaluation shall write an appraisal based upon his/her observations.
- A review of the following:
  - copies of any course handouts
  - samples of quizzes, tests, assignments, etc.

- samples of how students' work is evaluated (e.g. actual examples of graded work)
- if applicable, comparable materials selected by the Committee that are related to the performance of other services

**14.3.2.5.3.1.3 Evaluation Outcomes  
Temporary Faculty for their First  
Evaluation**

The outcomes are:

- i) Satisfactory Evaluation.**  
The Committee commends the performance of the evaluatee.
- ii) Needs Improvement and the Committee feels that the evaluatee has the potential to successfully improve his/her effectiveness**  
A plan for improvement shall be developed jointly by the Committee and the evaluatee. In the event that future employment is available, a complete evaluation shall be given in the next semester of re-employment (regardless of the length of the assignment) during which the results of implementing the plan shall be assessed.
- iii) Unsatisfactory Evaluation.**  
The Committee shall recommend that the evaluatee not be rehired.

**14.3.2.5.3.2 Second and Subsequent Evaluations  
Temporary Faculty Participating in Their  
Second and Subsequent Evaluations at  
Monterey Peninsula College**

**14.3.2.5.3.2.1 Selection of Evaluation  
Committee Members**

**Temporary Faculty for their Second and  
Subsequent Evaluations**

The Evaluation Committee shall consist of one tenured peer, preferably from the evaluatee's Department/Division, who will act as Committee Chairperson. The peer shall be chosen by the Division Chairperson/immediate supervisor. Evaluation duties shall be rotated so that over the years all faculty members in the

evaluatee's Division/Department take their turn in evaluating that evaluatee, thus ensuring that diversity is represented to the extent possible. The evaluatee is not to be involved in the selection of his/her committee. The Committee Chairperson shall inform the evaluatee of the choice of committee members no later than the third week of the semester.

If the evaluatee objects to the committee member, he or she may appeal the choice in writing to the Academic Senate by the end of the fourth week of the semester. The Senate shall, after consideration of any appeal, confirm the appointment or accept the appeal and make a new appointment. The Senate's decision shall be made by the sixth week and is final.

**14.3.2.5.3.2.2 Evaluation Components  
Temporary Faculty for their Second and  
Subsequent Evaluations**

The evaluation shall consist of the following components:

- student evaluations for instructional faculty, and, where appropriate, for non-instructional faculty.

For instructional faculty, each class taught by the evaluatee shall be evaluated. However, the Evaluation Committee, in consultation with the Division Chairperson/immediate supervisor, may waive student evaluations for very short-term courses that form a relatively small part of the evaluatee's assignment. The Committee Chairperson shall notify the Office of Academic Affairs or the Office of Student Services, as appropriate, and the Office of Human Resources of any such waivers by the end of the fourth week of the semester.

- a self-evaluation based on Part A of "The Guide for Faculty Self-Evaluation" (See Exhibit G-1)
- evaluation of the performance of other services for non-instructional faculty (and for instructional faculty if decided by the Evaluation Committee as being

appropriate) in a manner decided by the Committee in consultation with the Division Chairperson/immediate supervisor. Each committee member performing such an evaluation shall write an appraisal based upon his/her observations.

In addition:

Classroom visits by the Committee Chairperson may occur only if requested by the evaluatee. The exception would be if the evaluatee's previous evaluation, or complaint(s) to the Division Chairperson/immediate supervisor, warrants an observation. For such cases, the decision to conduct classroom visits (and how many) will be made by the Committee Chairperson in consultation with the Division Chairperson/immediate supervisor. The Committee Chairperson shall write an appraisal based on his/her observations.

#### **14.3.2.5.3.2.3 Evaluation Outcomes Temporary Faculty for their Second and Subsequent Evaluations**

There are three possible outcomes:

##### **i) Satisfactory Evaluation**

The Committee commends the performance of the evaluatee.

##### **ii) Needs Improvement and the Committee feels that the evaluatee has the potential to successfully improve his/her effectiveness**

A plan for improvement shall be developed jointly by the Committee and the evaluatee. In the event that future employment is available, a complete evaluation shall be given in the next semester of re-employment (regardless of the length of the assignment), during which the results of implementing the plan shall be assessed.

##### **iii) Unsatisfactory Evaluation**

The Committee shall recommend that the evaluatee not be rehired.

### **14.3.2.6 Completing the Tasks of the Evaluation Committee for Tenured, Tenure-Track Probationary, and Temporary Faculty**

#### **14.3.2.6.1 Developing the Committee Report for Tenured, Tenure-Track Probationary, and Temporary Faculty**

The Committee Report shall be based on a review by the Evaluation Committee members of the following:

- the evaluation components as specified in this Article
- any relevant discussions with the evaluatee
- any relevant written material
- any student complaints as described in Section 14.8
- any other information deemed pertinent by all of the Committee members

The members of the Evaluation Committee shall meet and endeavor to reach consensus for their recommendations. If they cannot reach consensus, the divergent positions shall be expressed in writing.

The Committee Chairperson shall write the Committee Report which shall include the student evaluation summaries (the statistical summary of the numerical results, and a synopsis of the narrative comments restated as necessary to maintain students' confidentiality) as well as summaries of the information gathered from the other evaluation components. The Committee Report shall also include the Committee's recommendations, as well as any written divergent opinions expressed by committee members. The Committee Report shall be completed and a copy given to the evaluatee by the end of the thirteenth week of the semester. Any written response by the evaluatee to the Committee Report shall be appended to the Committee Report.

The Division Chairpersons shall retain copies of the Committee Reports and the Second and Third Year Spring Student Evaluations for tenure-track probationary faculty until the end of their probationary periods.

#### **14.3.2.6.2 Documents Provided to the Evaluatee**

Copies of any classroom visit appraisals and copies of any appraisals of the performance of other services shall be provided to the evaluatee by the end of the ninth week of the semester. A copy of the statistical summary of the results of the student evaluations, and a synopsis of the narrative comments (restated as necessary to maintain student confidentiality) shall be provided to the evaluatee by the end of the eleventh week of the semester.

Copies of the Committee Report as well as copies of any materials generated by the evaluation components not

otherwise described above shall be provided to the evaluatee by the end of the thirteenth week of the semester.

**14.3.2.6.3 Meeting with the Evaluatee**

The Committee shall decide whether the Committee Chairperson and the District Representative (if a member) or the full Committee will meet with the evaluatee to discuss the Committee Report. However, if the Committee has not reached consensus on its recommendations, the entire Committee shall meet with the evaluatee. This meeting with the evaluatee shall take place no later than the fifteenth week of the semester. The Committee may waive the meeting with temporary faculty whose evaluation is satisfactory.

**14.3.2.6.4 Written Response by the Evaluatee**

The evaluatee may prepare written responses to the appraisals of the classroom visits, and to the appraisals of the performance of other services. Such responses must be provided to the Committee members by the end of the eleventh week of the semester.

The evaluatee may prepare a written response to the summary of the results of the student evaluations. Such a response must be provided to the Committee members by the end of the twelfth week of the semester.

The evaluatee may prepare a written response to the Committee Report. Such a response shall be provided to the Chairperson of the Evaluation Committee by the end of the seventeenth week of the semester.

**14.3.2.6.5 Committee Report – Signatures**

The evaluatee and the Chairperson of the Evaluation Committee shall sign the Committee Report as an indication that the meeting with the evaluatee took place, or, if the meeting has been waived for temporary faculty with a satisfactory evaluation, as an indication that the evaluatee has received the Committee Report. The Committee Report shall be forwarded by the end of the seventeenth week of the semester for review as described in Section 14.3.2.7.

**14.3.2.6.6 Notification to Human Resources**

The Chairperson of the Evaluation Committee shall notify The Office of Human Resources in writing by the end of the seventeenth week of the semester that the Evaluation Committee's Report has been completed.

**14.3.2.7 Reviewing the Committee Report for Tenured, Tenure-Track Probationary, and Temporary Faculty**

**14.3.2.7.1 Satisfactory Evaluations or Evaluations Demonstrating a Need for Improvement**

**14.3.2.7.1.1 Tenured Faculty**

The Committee Report for tenured faculty with satisfactory evaluations or demonstrating a need for improvement shall be reviewed by the Division Chairperson/immediate supervisor, Dean(s), and the Vice President(s) for the evaluatee's area(s).

**14.3.2.7.1.2 Tenure-Track Probationary Faculty**

The Committee Report for tenure-track probationary faculty with satisfactory evaluations or demonstrating a need for improvement shall be reviewed by the evaluatee's Division Chairperson/immediate supervisor (if he/she was not the Evaluation Committee Chairperson). The Committee Report shall also be reviewed by the Dean(s) and Vice President(s) for the evaluatee's area(s) as well as the Superintendent/President, who shall forward his/her recommendation for consideration by the Governing Board.

**14.3.2.7.1.3 Temporary Faculty**

The Committee Report for temporary faculty with satisfactory evaluations or demonstrating a need for improvement shall be reviewed by his/her Division Chairperson and by a representative from the evaluatee's Department.

**14.3.2.7.2 Evaluations in which the Committee Report Includes One or More Dissenting Opinions Among the Committee Members**

**14.3.2.7.2.1 Tenured Faculty**

The Committee Report for tenured faculty containing dissenting opinions shall be reviewed by the evaluatee's Division Chairperson/immediate supervisor. The Committee Report shall also be reviewed by the Dean(s) and Vice President(s) for the evaluatee's area(s) as well as the Superintendent/President.

**14.3.2.7.2.2 Tenure-Track Probationary Faculty**

The Committee Report for tenure-track probationary faculty which includes one or more dissenting opinions shall be forwarded to the Superintendent/President who shall meet with the Evaluation Committee, the evaluatee's Division Chairperson (if he/she was not the Evaluation Committee's Chairperson), and any other personnel that the Superintendent/President deems appropriate.

The purpose of this meeting is for the Superintendent/President to gather first hand information from all the parties concerned in order to subsequently formulate his/her recommendation to the Governing Board.

**14.3.2.7.2.3 Temporary Faculty**

The Committee Report for temporary faculty with dissenting opinions shall be reviewed by his/her Division Chairperson and by a representative from the evaluatee's Department.

**14.3.2.7.3 Unsatisfactory Evaluations**

**14.3.2.7.3.1 Tenured Faculty**

The Committee Report for tenured faculty with an unsatisfactory regular evaluation shall be forwarded to the Chairperson of the Amelioration Committee for action as described in Section 14.3.2.5.1.3, part iii. If the outcome is satisfactory, no further action is required and the Final Report shall be reviewed by the Division Chairperson/immediate supervisor, Dean(s) and Vice President(s) for the evaluatee's area(s). If the outcome is unsatisfactory, a summative written report shall be forwarded to Superintendent/President for review and action.

**14.3.2.7.3.2 Tenure-Track Probationary Faculty**

The Committee Report for tenure-track probationary faculty with an unsatisfactory evaluation shall be reviewed by the Division Chairperson (if he/she was not the Evaluation Committee Chairperson). The Committee Report shall also be reviewed by the Superintendent/President, the Vice President(s) and Dean(s) from the evaluatee's area(s), and any other personnel that the Superintendent/President deems appropriate. The Superintendent/President shall forward his/her recommendation for consideration by the Governing Board.

**14.3.2.7.3.3 Temporary Faculty**

The Committee Report for temporary faculty with unsatisfactory evaluations shall be reviewed by his/her Division Chairperson and by a representative from the evaluatee's Department.



### **14.3.2.8 Defining the Final Report and Setting Deadlines for its Completion**

The Committee Report shall be reviewed as described in Section 14.3.2.7. The Final Report is defined and completed as follows.

#### **14.3.2.8.1 Tenured Faculty**

##### **14.3.2.8.1.1 Evaluations that are Satisfactory or in Need of Improvement Tenured Faculty**

The Committee Report shall constitute the Final Report. In such cases, the review as described in 14.3.2.7 shall be completed no later than the end of the sixth week of the semester following the evaluation.

##### **14.3.2.8.1.2 The Committee Report Includes One or More Dissenting Opinions Tenured Faculty**

If the Superintendent/President makes a different recommendation from that in the Committee Report, he/she shall summarize the reasons for doing so along with a description of any further action taken. The summary shall be provided to the evaluatee and to the Chairperson of the Evaluation Committee who shall share it with the committee members. This summary shall be appended to the Committee Report. The Committee Report and the appended summary shall constitute the Final Report.

The Final Report shall be completed no later than the end of the sixth week of the semester following a Spring evaluation, or in time for the resulting recommendation to be considered (if necessary) by the Governing Board at the February meeting following a Fall semester evaluation.

##### **14.3.2.8.1.3 Evaluations that are Unsatisfactory Tenured Faculty**

###### **14.3.2.8.1.3.1 Outcome from the Amelioration Committee is Satisfactory**

The original Committee Report, the plan developed by the Amelioration Committee, and the Amelioration Committee's follow up evaluation Report, shall together constitute the Final Report. In such cases, the review as described in 14.3.2.7 shall be completed no later than the end of the

sixth week of the semester following the Amelioration Committee's evaluation.

**14.3.2.8.1.3.2 Outcome from the Amelioration Committee is Unsatisfactory**

The Superintendent/President shall summarize any action taken. The summary shall be provided to the evaluatee and to the Chairperson of the Evaluation committee, who shall share it with the committee members. This summary of the action taken, the original Committee Report, the plan developed by the Amelioration Committee, and the Amelioration Committee's summative written report, shall together constitute the Final Report. The Final Report shall be completed no later than the end of the sixth week of the semester following a Spring evaluation by the Amelioration Committee, or in time for the resulting recommendation to be considered (if necessary) by the Governing Board at the February meeting following a Fall semester evaluation by the Amelioration Committee.

**14.3.2.8.2 Tenure-Track Probationary Faculty**

If the Superintendent/President makes a different recommendation from that in the Committee Report, he/she shall summarize the reasons for doing so along with a description of any further action taken. The summary shall be provided to the evaluatee and to the Chairperson of the Evaluation Committee who shall share it with the committee members. This summary shall be appended to the Committee Report. The Committee Report and the appended summary shall constitute the Final Report.

The Final Report shall be completed no later than the end of the sixth week of the semester following a Spring evaluation, or in time for the resulting recommendation to be considered (if necessary) by the Governing Board at the February meeting following a Fall semester evaluation.

**14.3.2.8.3 Temporary Faculty**

The Committee Report shall constitute the Final Report. In such cases, the review as described in 14.3.2.7 shall be completed no later than the end of the sixth week of the semester following the evaluation.

#### **14.3.2.9 Disposition of the Final Report**

Once the entire evaluation process has been completed, the Final Report shall be forwarded to the Office of Human Resources for placement in the personnel file of the evaluatee.

### **14.3.3 Evaluation Procedures for Division Chairpersons**

#### **14.3.3.1 Notification to Division Chairpersons**

The Division Chairpersons to be evaluated shall be notified in writing by the appropriate administrative office. This notification shall normally be no later than ten (10) days after the beginning of the academic year or semester in which the evaluation is to take place. The beginning of the academic year or semester is defined as the first required duty day for that academic year or semester. The notification shall include the complete timeline for the sequence of the evaluation and after-evaluation procedures being used in the evaluation process. A list of the administrative staff authorized annually to participate in the evaluation of division chairpersons shall be made available to the division chairpersons. By mutual agreement the timeline may be changed.

#### **14.3.3.2 Plan for Evaluating Division Chairpersons**

The division evaluation of the division chairperson shall be administered by three (3) members of the division. The nomination and selection of these committee members shall be made at least one (1) month before the evaluation date at a divisional meeting called by the division chairperson for that specific purpose. The administrative evaluation shall be conducted by the responsible dean.

#### **14.3.3.3 Written Survey for Division Chairpersons**

The committee of three (3) described above shall conduct a written survey of the division members regarding the strengths and weaknesses of the division chairperson. The committee shall work with the division chairperson's Duties and Responsibilities. The results of this evaluation shall be presented to the division chairpersons individually prior to the after-evaluation conference specified in 14.3.3.5 of this Article and shall have as the principle objective the improvement of the instructional division chairperson's work.

#### **14.3.3.4 Administrative Evaluation for Division Chairpersons**

The responsible dean shall conduct a written survey of designated management administrative staff members regarding the strengths and weaknesses of the job performance required by the Duties and Responsibilities listed in Article 23.4 of this Agreement. A list of the administrative staff authorized annually to participate in this evaluation of division chairpersons shall normally be made available to the division chairpersons no later than ten (10) days after the beginning of the academic year or semester in which the evaluation is to take place. The results of this evaluation shall be presented to the division chairpersons individually prior to the after-evaluation conference and shall be shared with the appropriate Vice President.

#### **14.3.3.5 After-Evaluation Procedures for Division Chairpersons**

The results of the written division surveys and administrative surveys shall be transmitted to the Vice President and responsible dean who shall have the responsibility to conduct a conference with each instructional division chairperson on the written evaluation results within a reasonable period of time which normally shall not exceed two (2) weeks after the written evaluation surveys.

#### **14.3.3.6 Written Report and Response for Division Chairpersons**

There shall be a single report prepared by the responsible dean incorporating the results of the division or area and administrative survey components. One (1) copy of this report shall be placed in the division chairperson's file, and one (1) copy shall be retained by the division chairperson. Any written response to this report by a division chairperson filed within two (2) weeks of receipt of the copy shall be attached to the evaluation file copy of this report.

#### **14.3.4 Evaluation Procedures for Faculty Seeking FSA Placement or Retention in an FSA Outside of an Initial FSA**

In the event a tenure-track probationary or tenured faculty member is assigned outside his/her Faculty Service Area, that employee may request evaluation in that course(s) or assignment to meet District's criteria for placement in that FSA.

The District's criteria for placement in a Faculty Service Area are as follows:

- a) A faculty member must demonstrate competency in that Faculty Service area;
- b) To establish competency, the faculty member must have taught or provided service in the FSA for two semesters within the last three years and to have received at least one satisfactory evaluation for such teaching or service.
- c) The faculty member must request that he/she be evaluated when teaching a course or performing a service outside of his/her FSA.
- d) The faculty member must request placement in the FSA on or before February 15 of the year in order to be considered in any proceeding involving a reduction-in-force, or layoff, during the academic year in which the application is received.
- e) In order to retain placement in an FSA other than one of initial placement, the faculty member must continue to meet the District competency standard.

##### **14.3.4.1 Timeline**

**For Faculty Seeking FSA Placement or Retention in an FSA Outside of an Initial FSA**

See section 14.3.2.1

##### **14.3.4.2 Notification**

**For Faculty Seeking FSA Placement or Retention in an FSA Outside of an Initial FSA**

The faculty member must request that he/she be evaluated in a course, or for performing other services, outside his/her FSA no later than the end of flex week of the semester in which he/she wishes to be evaluated.

**14.3.4.3 Procedures for Conducting Student Evaluations  
For Faculty Seeking FSA Placement or Retention in an FSA Outside of  
an Initial FSA**

See section 14.3.2.3

**14.3.4.4 Procedures for Conducting Classroom Visits and Evaluating the  
Performance of Other Services  
For Faculty Seeking FSA Placement or Retention in an FSA Outside of  
an Initial FSA**

See section 14.3.2.4

**14.3.4.5 Selection of Evaluation Committee Members  
For Faculty Seeking FSA Placement or Retention in an FSA Outside of  
an Initial FSA**

The Evaluation Committee shall consist of the Division Chairperson/immediate supervisor of the area of the FSA in which the evaluatee is seeking to be placed who will act as Committee Chairperson; a tenured peer chosen by the Division Chairperson/immediate supervisor, also from the area of the FSA in which the evaluatee is seeking to be placed; and a district representative (who may be the evaluatee's immediate supervisor if he/she is not a member of the unit) designated by the Superintendent/President.

In the event that the immediate supervisor is not a member of the unit, the Senate Committee on Committees and the immediate supervisor shall choose a tenured peer from the area of the FSA in which the evaluatee is seeking to be placed to serve as the Chairperson of the Evaluation Committee. The Committee Chairperson will then choose the other tenured peer member also from the area of the FSA in which the evaluatee is seeking to be placed.

If the evaluatee objects to the tenured peer committee member, he or she may appeal the choice in writing to the Academic Senate by the end of the third week. The evaluatee may not object to the selection of the Committee Chairperson. The Senate shall, after consideration of any appeal, confirm the appointment, or accept the appeal and make a new appointment. The Senate's decision shall be made by the end of the sixth week and is final.

**14.3.4.6 Evaluation Components  
For Faculty Seeking FSA Placement or Retention in an FSA Outside of  
an Initial FSA**

The evaluation shall consist of the following components:

- a review of the Committee Report from the previous evaluation performed during the FSA application/retention process.
- Student Evaluations (See Exhibit G-2)
- a self-evaluation based on "A Guide for Faculty Self-Evaluation." (See Exhibit G-1)

- classroom visits by each of the Committee members, such that each class taught is visited at least once. Each committee member shall write an appraisal based upon his/her observations.
- if decided by the Evaluation Committee as being appropriate, evaluation of the performance of other services in a manner decided by the committee. Each Committee member performing such an evaluation shall write an appraisal based upon his/her observations.
- a review of the following:
  - copies of any course handouts
  - samples of quizzes, tests, assignments, etc.
  - samples of how students are assessed (e.g. actual examples of graded work)
  - if applicable, comparable materials selected by the Committee that are related to the performance of other services

#### **14.3.4.7 Evaluation Outcomes**

##### **For Faculty Seeking FSA Placement or Retention in an FSA Outside of an Initial FSA**

The Evaluation Committee shall make one of the following recommendations to the Superintendent/President:

- a) Has satisfactorily demonstrated the standards of excellence expected of the faculty at Monterey Peninsula College. Employment may be continued in the FSA.
- or*
- b) Need for improvement. Employment may be continued in the FSA, but the acquired experience does not count towards the two-semester-in-three-year standard for placement in the FSA.

If assignment is continued in the FSA following a “Need for Improvement” evaluation, such assignment shall continue only with a plan for improvement which has been developed by the Evaluation Committee. The evaluation process shall then be repeated for the next two assignments in the FSA, during which the results of implementing the plan for improvement shall be assessed. The evaluatee will have to receive two consecutive satisfactory recommendations for placement/retention in the FSA.

The “Need for Improvement” recommendation only applies towards placement in an FSA. It does not relate to any other Article of this Agreement which requires a satisfactory performance.

#### **14.3.4.8 Completing the Tasks of the Evaluation Committee**

##### **For Faculty Seeking FSA Placement or Retention in an FSA Outside of an Initial FSA**

See section 14.3.2.6

#### **14.3.4.9 Disposition of the Committee Report**

##### **For Faculty Seeking FSA Placement or Retention in an FSA Outside of an Initial FSA**

The Committee Report and, if necessary, a plan for improvement shall constitute the Final Report. The Final Report shall be forwarded for review to the Vice President for the academic area corresponding to the FSA, and to the Superintendent/President, who shall forward it to the Office of Human Resources for placement in the evaluatee's personnel file.

**14.4 Training Program for Evaluators**

Annually, if the need is determined by the Association and the District, the District shall offer in-service training for selected employees engaged in the evaluation process. This training shall include a review of the purposes for the evaluation, Governing Board Policies 5310 and 5320 on Standards for Excellence in teaching, timeline and procedures for evaluation, the principles of equal opportunity employment, and a discussion of techniques of effective evaluation.

**14.5 Additional Evaluations**

The District or a unit member may each request an evaluation in addition to the regular evaluations described in Section 14.2. Any additional evaluations shall follow the procedures specified in this Article. However, no more than one additional evaluation may be requested by either party between a unit member's regular evaluations.

**14.6 Failure of the Evaluation Committee to Complete Its Tasks**

Should the Evaluation Committee be unable to complete its tasks for any reason, the District may request the formation of a new evaluation committee with the assurance that those tasks would be completed in a timely manner according to the provisions of this Article. In such a case, the District shall notify the Association of its intent to do so, and the Association shall have the right to assign a representative to monitor the process of completing the Evaluation Committee's tasks.

**14.7 Changing Circumstances**

The provisions in this Article may be modified if extenuating circumstances arise. If the extenuating circumstances pertain to the evaluation of a single unit member, such modifications shall be mutually agreed upon by the District, the Association, and the evaluatee. If the extenuating circumstances have implications beyond an individual evaluation, such modifications shall be mutually agreed upon by the District and the Association.

Such modifications, as well as any minor procedural deviations in the evaluation process which would not affect the outcome of an evaluation, shall not serve to invalidate the evaluations and recommendations of the Evaluation Committee, or the Superintendent/President, or the action of the Governing Board.

**14.8 Student Complaints and the Evaluation Process**

Should a student complaint with respect to a faculty member be adjudicated by the College's Grievance Committee in favor of the student, a copy of the Grievance Committee's report shall be considered in the faculty member's next regularly scheduled evaluation.

**14.9 Review of the Evaluation Process for Tenured, Tenure-Track Probationary, and Temporary Faculty**

The evaluation procedures specified in Article 14 for Tenured, Tenure-Track Probationary, and Temporary Faculty shall be reviewed after the first year in which the revised Article is implemented. If either the District or the Association proposes any changes as a result of the review, this Article of the contract shall be reopened for immediate negotiation of the proposed changes, notwithstanding any prior agreement that negotiations shall not be reopened for the duration of the contract.

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## ARTICLE 15 - WORKLOAD

### 15.1 Load Unit Defined

For purposes of determining college workload, a "Teaching Load Unit" (TLU) shall be defined as that comparative relationship established between the class credit hour and such variable factors found among the various academic disciplines as the following: the number of class hours per week, the types of class hours, the number of weekly student contact hours, the number of preparations, the amount of evaluation performed, the amount of support provided by readers or aides, the amount of consultation, and any other factor which influences load such as reassignment to administrative duties.

### 15.2 Faculty Load Calculation

#### 15.2.1 Full-Time Teaching Load Units (TLUs)

The college workload per semester for full-time contract faculty employees employed on Schedule A shall be the equivalent of fifteen (15) teaching load units (TLUs) plus five (5) office hours per week and five (5) hours of institutional service per week. Faculty load shall be assigned by the appropriate Dean in consultation with the appropriate division chairperson.

##### 15.2.1.1 Load for Teaching Faculty

Effective January 1, 2020 load for full-time contract faculty providing classroom instruction may be based on any combination of the following equivalent class hours for a total of fifteen (15) TLU per semester:

- 1.0 credit lecture hour = 1.0 TLU
- 1.0 credit laboratory = 0.8335 TLU
- 1.0 credit studio hour = 0.8335 TLU
- 1.0 non-credit lecture hour = 0.75 TLU
- 1.0 non-credit lab hour = 0.5 TLU

#### 15.2.2 Load for Non-teaching Faculty

Load for full-time contract faculty providing non-teaching services (i.e. Counselors, Librarians, Supportive Services) will be based on the following equivalent non-teaching service hours for a total of fifteen (15) TLU per semester:

- 1.0 hour of non-teaching faculty service = 0.5 TLU

#### 15.2.3 Combination Load: Teaching and Non-Teaching

Full-time contract faculty may also be assigned a workload that is a combination of teaching and non-teaching faculty assignments. In such cases, the teaching portion of the assignment will be based on equivalent class hours specified in 15.2.1 and the non-teaching portion will be based on equivalent non-teaching hours specified in 15.2.2 for a combined total of fifteen (15) TLU per semester.

### 15.3 Balancing of Load for Contractual Personnel

#### 15.3.1 Provisions

In the event that a load of fifteen (15) teaching load units cannot be achieved in any one (1) semester for an individual faculty member, that load shall be balanced over a two (2) semester period. Exceptions to this balancing period

may be made by mutual consent of the unit member and the appropriate dean. The most recent four (4) semesters on each employee's load history sheet to include the three (3) previous semesters plus the semester being scheduled would continue to be used as the balancing period of cumulative overloads or underloads.

### **15.3.1.1 Underloads**

#### **15.3.1.1.1 Assignment to Non-Teaching Activities**

Upon mutual consent of the faculty member and their Dean, and with approval of the Vice President of Academic Affairs, an underload may be offset by non-teaching institutional activities such as curriculum planning, staff development, and institutional research, or other special projects.

#### **15.3.1.1.2 Summer and Early Spring Session**

Upon mutual consent of the faculty member and their Dean, an underload may be offset by an assignment from summer or early spring session.

#### **15.3.1.1.3 Underloads in the Final Semester**

If an underload exists in the last semester prior to severance from the district, either the salary of the faculty member shall be reduced or the faculty member shall reimburse the district the proportionate share of the employees paid salary for the under-load.

### **15.3.1.2 Overload**

#### **15.3.1.2.1 Overloads**

Upon mutual agreement between a full-time contract faculty member and their Dean, an overload may be assigned. Employees' overload assignments shall be limited to six (6) hours per week. This limitation may be waived by the appropriate dean, based on program need. The District shall provide the Association with a summary of faculty overload assignments upon request.

#### **15.3.1.2.2 Compensation for Overloads**

A full-time contract faculty shall, with the approval of the appropriate Dean, be compensated for overload assignments in one of the following ways:

##### **15.3.1.2.2.1 Receive Hourly Pay**

Be paid on the hourly pay scale attached as Schedule B on the appropriate column and step.

##### **15.3.1.2.2.2 Receive Extra Support**

Be provided with extra support, in reader time, an aide, or a typist, as appropriate to lighten the teaching load.

**15.3.1.2.2.3 Balancing the Load**

Teach a lighter load the following semester if the program allows.

**15.3.1.2.2.4 Retaining Load Credit**

Keep the overload as credit toward such time when the unit member might have a light teaching load, if the program allows and with a four (4) semester limit on such balancing.

**15.3.1.2.3 Overloads at the Time of Severance**

If an overload exists at the time of severance from the District, the unit member will be compensated for the overload using the appropriate hourly salary schedule.

**15.4 Large Class Enrollment**

**15.4.1 Teaching Load Units for Large Class Enrollment**

Effective January 1, 2020, large class enrollment in credit course shall warrant reduction of load for full-time contract faculty based on the following formula applied at the census date for the section:

- 60-89 students = 1 additional TLU
- 90-119 students = 2 additional TLU
- 120-149 students = 3 additional TLU
- 150-179 students = 4 additional TLU
- 180-209 students = 5 additional TLU
- 210+ students = 6 additional TLU

**15.4.2 Payment for a Large Class Enrollment**

Effective January 1, 2020 Non-contractual part-time employees on Schedule B shall be granted additional compensation for large class enrollment in credit course sections based on the following formula:

- 60-89 students = 1 additional hour/week
- 90-119 students = 2 additional hours/week
- 120-149 students = 3 additional hours/week
- 150-179 students = 4 additional hours/week
- 180-209 students = 5 additional hours/week
- 210+ students = 6 additional hours/week

**15.5 Teaching Load Units for Excess Course Preparations**

**15.5.1 Definition of a Course Preparation**

A course preparation refers to a different course. Multiple sections of the same course equal only one (1) preparation. However, additional preparation credit may be authorized by the Dean of Instruction based upon different approaches used in multiple sections, experimental approaches, etc.

### **15.5.2 Number of Preparations**

Different course preparations in excess of three (3) per semester will credit the instructor with one (1) extra load unit.

### **15.5.3 New Course Preparation**

Normally new course preparation is an expected responsibility of contractual employees; however, upon recommendation of the division chair, additional load units may be authorized by the Dean of Instruction based upon the degree of difference of the course.

## **15.6 Evaluation as a Load Factor**

The evaluation performed by the unit member, which when excessive, when a necessary part of the discipline, and a required grading element of the course, shall merit larger load unit weights for the specific courses involved. The specific Division and Department Load Policies shall be in accordance with this factor and shall be those attached to this Agreement in Exhibit F.

## **15.7 Summary of Loads**

The Office of Academic Affairs shall maintain records of the load for all faculty members. Records of faculty load are available for review, upon request.

## **15.8 Independent Study Courses Stipend**

Effective January 1, 2020, faculty members supervising independent study courses shall be compensated with a stipend of \$150 per student. Only students officially registered for an Independent Study section at census will count towards the stipend.

## **15.9 Cooperative Work Experience Load/Stipend**

Effective January 1, 2020, the load value for Cooperative Work Experience (COOP) is 0.12 TLU per enrolled student. If COOP students are not counted towards a faculty member's full-time semester load, the faculty unit member will be compensated with a stipend of \$150 per student. Only students **officially registered for a COOP** section at census will count toward the stipend.

## **15.10 On-Duty Requirement for Contractual Personnel**

### **15.10.1 Teaching Personnel**

Full-time certificated staff shall be on campus a minimum of twenty-five (25) hours per week during the contractual year, excluding the final examination periods. During final examination periods, all full-time certificated staff shall be available to students, faculty, and administration through the last scheduled day of each semester including graduation day.

### **15.10.2 Counselors, Supportive Services Personnel, and Other Non-Teaching Personnel**

Full-time certificated staff shall be on campus a minimum of thirty-five (35) hours per week during the contractual year. Five (5) of the thirty-five (35) hours shall normally be in non-student contact institutional duties and responsibilities subject to District statement of contingency need.

### **15.10.3 Part-Time Teaching and Non-Teaching Personnel**

The duties and responsibilities of part-time contractual unit members shall be pro-rated in accordance with the duties and responsibilities of a full-time contractual unit member in order to establish the appropriate workweek on duty requirements.

## **15.11 Class Size**

Class sizes shall be established as follows:

### **15.11.1 Minimum Class Size**

The minimum class size for enrollment startup purposes shall be set at fifteen (15) students. The minimum may be waived for advanced sequence courses and specialized courses.

#### **15.10.1.1 Minimum Class Size for Learning Skills Classes**

The comparable minimum class size for Learning Skills classes shall be set at twelve (12) students. This minimum may be waived to accommodate the needs of severely disabled students.

### **15.11.2 Maximum Class Size**

The maximum class size shall be established by the Department Chair in collaboration with Division Chair and appropriate Dean, seating capacity of the room or laboratory work stations plus an attrition factor where appropriate. Maximum class size may be reduced appropriately to accommodate the needs of severely disabled students. Those exceptions granted in the past are hereby incorporated into this Agreement by reference (Exhibit F). Upon mutual consent of the appropriate dean, the division chair, and the unit member, a course may be offered as a large enrollment with additional load based on section 15.4.1 or additional compensation based on section 15.4.2.

## **15.12 Class Cancellation**

Class cancellation shall be at the discretion of the District. Cancellation may take place prior to the first class meeting upon review of the enrollment history, the nature of the offering, and consideration of other factors such as the importance of the course to the students enrolled in it and the importance of the course to the academic program.

## **15.13 Office Hours**

### **15.13.1 Definition**

An office hour is defined as a fifty (50) minute period of time when a unit member is available for student consultation. Office hours and student advisement time have no load value in relation to teaching assignments. Contractual faculty provides student advisement and office hours over and above the teaching assignment, and no load value is placed on those hours. Office hours are not to be considered in determining the 67% as defined in Education 87482, because that percentage is defined on the basis of Teaching Load Units as defined elsewhere in this contract.

### **15.13.2 General Provisions**

Teaching faculty with assigned office hours shall schedule office hours in locations and/or modality (i.e. face-to-face, online) and times which are appropriate to meet the needs and schedules of students and their own teaching schedules.

### **15.13.3 Number of Hours/Contractual Personnel**

#### **15.13.3.1 Contractual Full-Time**

Contractual teaching faculty shall schedule a minimum of five (5) office hours each week that classes are in session.

**15.13.3.2 Contractual Part-Time**

Contractual teaching faculty shall schedule a proportionate number of office hours as their assignment relates to that of a full time instructor

**15.13.3.3 Non-Contractual Part-time Faculty**

Effective July 1, 2019\*, non-contract hourly teaching faculty shall be paid a stipend for office hours based on hourly teaching assignments as follows:

Semester Teaching Assignment*	Office Hour Expectations Per Semester	Stipend Per Semester
0.1-3.99 hours/week	2 hours	\$100
4.0-6.99 hours/week	4 hours	\$200
7-10 hours	6 hours	\$300

\*faculty allocated student advisement time under the prior contract for fall 2019 will not receive the additional office hour stipend.

**15.13.4 Posting**

All full-time teaching faculty shall post their schedule of office hours on, or adjacent to, their office doors. A copy of each staff member's class and office hour schedule shall be submitted to the Office of Instruction no later than the end of the first teaching week of each semester on forms provided by the District.

**15.13.5 Rescheduling**

Faculty may reschedule office hours as necessary. Faculty shall notify their Division office and Dean of such changes to office hours and post updated schedule(s) on their office doors.

**15.13.6 Cancellation**

Office hours that are cancelled because of faculty meetings or other assignments directed by the administration may or may not be rescheduled at the option of the instructor.

**15.14 Work Year and Load**

**15.14.1 Presence on Campus**

All contract/regular unit members shall normally be on campus each of the duty days on which they have scheduled face to face instruction. Teaching faculty shall not be required to be present on campus during periods not within the contractual year. However, instructors shall be available to students, faculty, and administration until the last scheduled day of the semester.

**15.14.2 Non-Teaching Faculty/Counselors Work Year**

The administration shall have the prerogative of assigning non-teaching staff and counselors to any duty days specified in section 11.2 during the year so

long as the staff member has worked out a mutually acceptable compensatory time arrangement. Such compensatory time arrangement shall include the options of the following:

- Two (2) four (4) week periods
- One (1) eight (8) week period
- A period of unassigned time during the contractual year that is arranged by the appropriate director, appropriate administrator, and/or chairperson with the mutual consent of the unit members so affected.

#### **15.15 Additional Faculty Duties**

The parties expressly recognize that the District has the authority and the right to assign faculty members to perform duties outlined in the Board's Policies and Procedures, in accordance with Article 24, and to discipline those faculty members who do not perform such duties and responsibilities.

Unless necessary, additional faculty duties, including attendance at committee and hiring committee meetings, should not be scheduled on days not within the contract year. If committee meetings must be scheduled outside the normal contract year, the District will pay faculty attendees for each hour or partial hour for meetings attended and/or work performed in preparation for meetings using the non-contract/non-instructional flat rate of \$60/hour.

The District shall provide the Association with a list of faculty reassigned time and additional duties no later than October 1 each year. This list will be used as the basis for identifying and monitoring the duties and responsibilities to be performed by all faculty members. The District will, within established procedures, rely primarily upon the Academic Senate to recommend faculty members for duties in addition to their teaching assignments, in an equitable manner.

#### **15.16 Discipline**

For any disciplinary action the District will follow the requirements of due process set forth in the Education Code and District policies and procedures.

## ARTICLE 16 - SALARIES

### 16.1 Schedules

Unit members shall be paid in accordance with the following salary schedules. (See Exhibit A.)

#### 16.1.1 Schedule A – Contract Faculty Salary Schedule

Schedule A shall apply to all full-time contractual employees. Partial contractual employees shall receive a pro-rata pay based upon this schedule.

##### 16.1.1.1 Doctoral Bonus

The doctoral bonus shall apply to contractual employees with an earned doctorate from an accredited institution; partial contractual employees eligible for the doctoral bonus shall receive a pro-rata level established in section 16.1.1 of this article.

##### 16.1.1.2 Multiple Master's Degree Bonus

An annual stipend will be granted to contractual unit members with multiple master's degrees from accredited institutions. Unit members receiving a stipend for an earned doctorate will not be eligible for a multiple master's degrees stipend.

#### 16.1.2 Schedule B – Hourly Faculty Salary Schedule

Effective July 1, 2019, Schedule B shall apply to non-contractual hourly faculty and to contract faculty working overload assignments.

##### 16.1.2.1 Overload Limitations

Faculty overload assignments shall be limited to an average of six (6) hours per week each semester. This limitation may be waived by the appropriate dean, based on program need. A summary of faculty overload assignments will be sent to the Association upon request.

#### 16.1.3 Non-contract, Non-instructional Faculty Assignment Compensation

Effective January 1, 2020, faculty performing non-teaching duties that are outside of those assignments designated on an NOE and paid on Schedule B (such as attending meetings and committee work) outside of their normal contract year shall be paid a flat rate of \$60.00 per hour.

### 16.2 Placement and Advancement on Salary Schedule

#### 16.2.1 Column Placement

Faculty shall be placed on the appropriate column of the schedule in accordance with the chart shown in Exhibit A.

Column placement shall be verified by official transcripts and other supporting evidence provided by the faculty member. All faculty shall be initially placed on Column 1 pending verification of proper column placement.

#### 16.2.2 Column Advancement

Following initial proper column placement, advancement to higher columns is determined as follows:



### **Non-CTE Disciplines**

- *By completion of college-level semester-units from an accredited institution in a discipline appropriate to the assignment at the District and approved in advance\* by the District.*

### **CTE Disciplines**

- *Gaining years of industry work experience (including part-time work experience) in a field of employment appropriate to the assignment at the District and approved in advance by the District.*
- *By completion of college-level semester-units from an accredited institution in a discipline appropriate to the assignment at the District and approved in advance\* by the District.*

\* Should the District not approve course for use toward column advancement, the District shall respond in writing to the faculty member within 30 days of receiving the proposal and offer justification for denial.

For non-contractual hourly employees on Schedule B, occupational experience shall apply to initial placement only.

#### **16.2.2.1 Advancement Beyond the Highest Column Step**

Once faculty have reached the highest step in any column on the salary schedule, they may advance to a higher column upon completion of all requirements for that higher column.

#### **16.2.3 Non-Contractual Employee Advancement**

Non-contractual employees on Schedule B who complete the professional growth requirement cited in Exhibit E shall be eligible to move beyond step 3 and step 7.

#### **16.2.4 Column and Step Advancement Freeze**

##### **16.2.4.1 Unsatisfactory Evaluation**

In the event that any faculty member receives an unsatisfactory evaluation through procedures described in the Article 14, the employee will be notified that he or she has not met the requirement for advancement and that it is the intent of the District to freeze their step/column advancement, but if the faculty member meets the requirement within the next twelve (12) month period, no loss of continuity would occur. If the faculty member fails to meet the requirement within the grade period, loss of continuity of progression would be imposed.

##### **16.2.4.2 Professional Growth**

If at the end of any four (4) year period a unit member on Schedule B or C has not satisfied the professional requirement described in the Professional Growth Policy, his or her salary will be frozen at the then current step and column until the requirement is satisfied. This section does not apply to unit members on Schedule A.

#### **16.2.4.3 Truncation**

A unit member who has reached the top of any truncated column shall not receive step credit on the next higher column for the years during which frozen at his or her step on the lower column.

#### **16.2.5 Column Advancement Verification**

The faculty member shall submit verification of the completion of unit requirements and/or industry work experience for movement to a higher column. Such verification shall be by official transcript, or in the case of industry work experience such records as applicable.

#### **16.2.6 Step Placement**

Faculty shall be given credit at the time of initial step placement on Salary Schedule A for previous experience up to a maximum of *five (5) years (step 6)*. *Full-time and part-time experience may be combined for initial step placement.*

##### **16.2.6.1 Full-Time Academic Credit**

Initial step credit shall be awarded for full-time academic experience appropriate to the assignment at the District in an accredited secondary school, college or university at the rate of one (1) step for each year of full-time experience up to a maximum of *five (5) years* which corresponds to step *six (6)*.

##### **16.2.6.2 Part-time Academic Credit**

Initial step credit shall be awarded for part-time academic experience appropriate to the assignment at the District in an accredited secondary school, college or university at the rate of one (1) step for each *thirty (30) semester units* or equivalent of part-time experience up to a maximum of *five (5) years* which corresponds to step *six (6)*. *Units taught in Summer Session may be included.*

##### **16.2.6.3 Full-time Work Credit for CTE Disciplines Only**

Initial step credit for full-time work experience in CTE disciplines at the rate of one (1) step a year for each full year of work experience up to a maximum of *five (5) years* which corresponds to step *six (6)*.

Industry work experience may be used either for column placement or step placement, but not for both.

##### **16.2.6.4 Part-time Work Credit for CTE Disciplines Only**

*Part-time work experience in CTE disciplines can be combined for initial step credit. Each full year of combined part-time work will count for one (1) initial step credit up to a maximum of five (5) steps which corresponds to step six (6).*

CTE work experience may be used either for column placement or step placement, but not for both.

##### **16.2.6.5 Exclusion**

Credit for previous experience for placement purposes shall not be granted for the following:

- Experience as a teaching or laboratory assistant

- Work experience necessary to qualify for any California Community College Credential

#### **16.2.7 Step Placement on Schedule B**

All hourly pay unit members and contract/regular unit members shall initially be placed on step 1 of the appropriate Hourly Salary Schedule. In the event that an employee is changed from payment on Schedule A to payment solely on Schedule B, the employee shall be placed on the appropriate step on Schedule B.

#### **16.2.8 Step Advancement**

Following the initial step placement, salary step advancement for faculty on Schedule A shall be at the rate of one (1) step for each year employed by the District. If a faculty member on Schedule A is employed for at least one (1) semester of an academic year, then they shall be given credit for that year's experience for step advancement purposes.

Salary step advancement for non-contract, part-time faculty on Schedule B shall require 100 hours (or two 3-unit classes) of paid service within the District over two (2) terms (Summer, Fall, and/or Spring) for each one (1) step increase. Step advancement shall be limited to no more than two (2) step increases per academic year and will become effective at the start of the next academic term (fall, spring, or summer).

- Every 100 or more hours (or two 3-unit classes), one step increase is granted unless Professional Growth documentation is required
- Step increases are limited to 2 per academic year
- In this application only, the academic year begins in the Fall (Fall, Early Spring, Spring, Summer)

#### **16.2.9 Right to Waiver**

Under extenuating circumstances, the Superintendent/President may waive a condition of placement and advancement. Any such waiver shall be subject to ratification by the Governing Board.

#### **16.2.10 Audit of MPC Courses for Professional Growth Requirement**

The District shall allow unit members to enroll in regularly scheduled courses at MPC at no cost to the unit member (pursuant to Education Code 76370 - Audit of Courses; Fees; Regulations) and these courses may be used to satisfy their professional growth requirement. Unit members must complete the same amount of course work as other students, and unit members enrolled in these courses shall be held to the same grading standards. Upon successful completion of the course, the unit member shall request that the course instructor fill out a grade form to be appended to the professional growth form. Such verification must be received by the dean prior to the granting of any professional growth credit. Unit member does not count towards minimum class size, nor will transcript credit be granted.

### **16.3 Right to Withhold Pay**

The District may withhold the last month of service of an employee's pay for failure to submit grade reports and class rosters or return college property at the prescribed time when the employee has been notified two (2) weeks in advance of such deadlines with District discretion when not practicable to meet the two (2) week notice period. Notice of

such waiver shall also be sent to the Association. Payment of such withheld pay shall be made within ten (10) calendar days after filing of all such reports if after the regular payday or the last month of service.

#### **16.4 Cancelled Classes**

Hourly part-time and full-time faculty members teaching overload whose class is cancelled shall be compensated by the District for the actual in-class hours of instruction delivered. Faculty teaching online classes that are cancelled during the first week of class shall be paid for the number of hours the class was scheduled to meet online for that week.

#### **16.5 Campus Closure**

Adjunct and contractual unit members teaching overload whose classes are cancelled due to closure of the campus will be compensated for those class(es) cancelled solely due to the closure of campus.

#### **16.6 Scheduled Salary Increases**

**2019-2020:** Effective July 1, 2019, Salary Schedules A and B will be increased by 3%.

**2020-2021:** Effective July 1, 2020, Salary Schedules A and B will be increased by the community college COLA percent increase provided by the State of CA for that fiscal year less 1% (COLA-1.0%). If both the PERS and STRS enacted employer contribution rates remain unchanged or decline in 2020-21, or the District receives a one-time unrestricted general fund lump sum payment specifically for pension relief from the state, the District and CTA shall meet and discuss the impact of such items.

**2021-2022:** Effective July 1, 2021, Salary Schedules A and B will be increased by the community college COLA percent increase provided by the State of CA for that fiscal year less 1% (COLA-1.0%). If both the PERS and STRS enacted employer contribution rates remain unchanged or decline in 2021-22, or the District receives a one-time unrestricted general fund lump sum payment specifically for pension relief from the state, the District and CTA shall meet and discuss the impact of such items.

##### **16.6.1 “Hold Harmless” Salary Schedule Reduction**

If, at the expiration of the revenue minimum provision (“hold harmless”), the Student Centered Funding Formula (SCFF) is fully implemented and the 2022-23 Advanced Apportionment (AD) Adjusted Total Computational Revenue (ACTR) (issued in or around July 2022 is less than the 2021-22 Period (P2) Adjusted Total Computational Revenue (issued on or around 2022), faculty salaries shall be reduced. The allowed reduction shall match the percentage decline in the ACTR, but shall not be more than the total percentage applied to Schedule A since 2018-19. Any reduction in faculty salaries due to this article may occur only upon the following:

- All other MPC employee contracts and collective bargaining agreements have been amended prior to June 30, 2022 to include language guaranteeing the same salary give back.
- The Monterey Peninsula Community College District does not hold Board unallocated reserves in excess of 14% of the unrestricted general fund.
- Negotiators for MPCCD, the classified staff union, and MPCTA have met prior to June 30, 2022 to consider whether there are any options to reduce total compensation, without reducing employee salaries.

This language is to focus on the impact of the full SCFF implementation. The nature and intent of this language shall remain until the SCFF is fully implemented, although, it shall be reviewed annually for updates on “hold-harmless” or “revenue minimum” dates.

**16.6.2** In the event that 16.6.1 is implemented, as MPC revenues increase after 2022-23, MPC agrees to increase faculty salaries by the same percentage as the ACTR increase in each year until faculty salaries have returned to the rates from 2021-22.

**16.7 Comparable Pay For Part-time Faculty**

The District and Association agree to the goal of comparable pay for comparable work for part-time faculty.

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## ARTICLE 17 - EXTRA DUTY

### 17.1 **Overload, Summer, Early Spring, and Substitute Assignments**

Faculty shall be paid according to the Hourly Faculty Salary Schedule for Overload, Summer, Early Spring, Intercession, and substitute assignments.

### 17.2 **Non-contractual, Non-instructional Faculty Assignments**

Except as otherwise provided in this Agreement, faculty performing authorized non-teaching assignments (e.g., special projects and participation in meetings outside of their normal contractual year) shall be paid at the rate specified in 16.1.3.

### 17.3 **Evaluation Pay**

Full-time faculty members shall be required to participate in classroom evaluations up to four (4) times per year as part of their normal duties. Travel pay for off-campus evaluations shall be paid at the rate established in Article 21. If a faculty member completes additional classroom evaluations (beyond the required 4) they shall be compensated one hour per evaluation at the hourly faculty salary rate.

### 17.4 **Extended Work Year**

Additional assigned weeks for unit members employed on a contractual basis with extended work year duties are listed in Exhibit D. The District shall notify the Association of any additional assignments approved or adjustments to existing assignments.

### 17.5 **Extra Responsibility Stipends**

Extra responsibility shall be awarded as shown in Exhibit D and shall be adjusted by the same percent as any increase applied to Schedule A.

### 17.6 **Reassigned Time**

Positions with authorized reassigned time to perform duties as specified are shown in Exhibit D.

### 17.7 **Coaching Pay**

Coaching pay shall be in accordance with the coaching pay schedule shown in Exhibit A and Article 11. The coaching schedule shall be adjusted on the same percentage basis as regular cost of living adjustments would apply to basic salary schedules. A head coaching assignment for a sport that has combined men's and women's teams shall be considered only one head coaching assignment.

A stipend will be granted to the head coach of any athletic team that advances to post-season playoffs, finals, tournaments, Bowl games, or State playoffs.

### 17.8 **ESL Placement**

Compensation up to an annual maximum of \$1500 shall be awarded to the ESL Test Coordinator for ESL placement test coordination. Compensation shall be paid on the hourly faculty salary schedule (B).

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## ARTICLE 18 - RESIGNATION AND RETIREMENT

### 18.1 Resignation - Regular/Contract Employee

#### 18.1.1 Definition

A resignation of a regular/contract employee is a voluntary written statement on the part of an employee that he or she wishes to terminate employment with the District.

#### 18.1.2 Procedure

A resignation from an employee shall be submitted in the form of a letter addressed to the Governing Board. This letter shall be presented to the Superintendent/President, who in turn shall communicate the employee's intent to resign to the Board.

##### 18.1.2.1 Timelines

Except in emergency situations, letters of resignation shall be submitted to the Superintendent/President prior to the start of spring semester of the effective year.

##### 18.1.2.2 Effective Date

The effective date of the resignation is to be determined by the Governing Board and shall not be earlier than the date requested by the employee and no later than June 30 of the effective year for employees on an annual contract.

##### 18.1.2.3 Withdrawal

A unit member may withdraw a written resignation by submitting the request to withdraw in writing to the Governing Board prior to the Board's acceptance of the resignation.

### 18.2 Resignation - Temporary Employee

#### 18.2.1 Definition

A resignation of a temporary employee during a specific employment period is a voluntary written statement on the part of a temporary employee that he or she wishes to discontinue employment effective during a specific employment period.

#### 18.2.2 Procedure

A resignation from a temporary employee to be effective during an employment period shall be submitted in written form to the appropriate dean.

### 18.3 Retirement

#### 18.3.1 Provisions

Retirement of a certificated unit member is in accordance with applicable provisions of the Education Code and the retirement system (STRS and PERS) of which the employee is a member.

### **18.3.2 Age Discrimination in Employment**

In accordance with applicable Federal and State Anti-Discrimination laws, and the college Equal Employment Opportunity Plan, certificated employees will not be prevented from maintaining continuous employment by reason of age.

### **18.3.3 Employment Beyond Early Retirement (EBER)**

Employment will be guaranteed for a maximum of four (4) years to age 63 at the rate of \$6900 per year for unit members retiring at the end of the academic year. Unit members must submit a written resignation for the purposes of retirement to the District no later than October 1 of that academic year.

All other provisions of Section 18.3.3 that conform with these limits also apply. If, at the district's discretion, the EBER participant is employed for additional years, to age 65, the employee will continue to be paid at the EBER compensation rate for those years.

Compensation is determined by dividing the employee's final annual contract compensation figure\* by 5 or 7 (duty day hourly requirement, instructional or non-instructional) times 175.5 (annual duty days requirement). This calculation results in an hourly rate for the employee which is fixed throughout his/her EBER participation; COLA's and other salary increases do not apply to this rate.

\*Extra compensation for overload or anything else not specified in the annual letter of notification is not included in this figure.

$$\text{EBER hourly rate} = \frac{\text{final contractual salary}}{5 \text{ (or 7)} \times 175.5}$$

For example, if an employee's final contractual salary is \$50,000.00, when divided by 5 (hours per day) times 175.5 (days per year), the resulting hourly rate is \$56.98. When divided by 7 times 175.5, the non-instructional rate is \$40.70.

Once the \$6,900 limit in earnings is reached, the salary reverts to the appropriate hourly schedule.

An EBER participant may shift between, or be compensated via a combination of, his/her instructional and non-instructional rates.

A reasonable offer is any offer presented by the appropriate Vice President or designee. The offer will be within the professional competence, credential or College experience of the retiree as determined by the District. Unless previously agreed to, the offer will not be a "classified" position. The scheduled hours will be in keeping with the instructional program at MPC and will not be split between the traditional time blocks of day and evening. The offer shall normally be within the Fall and Spring semesters but may, if the retiree agrees, also include Summer and Winter sessions.

#### **18.3.3.1 Procedure for Assignment**

No later than November 1, The Office of Human Resources will send a letter to new and continuing EBER participants asking:

- 1) whether he/she wants to participate in the EBER program for the following academic year and indicating that failure to do so for continuing EBER participants will mean forfeiture of future rights as stipulated in 18.3.3 above (new retirees may begin their EBER participation either the first or second year following retirement); and
- 2) for their preferences for teaching and/or other duty, and for the semester(s) desired for that duty.

EBER participants will be given two (2) weeks to respond, unless extenuating circumstances do not allow such a response.

#### **18.3.3.2 Determination of Assignment**

Upon receipt of a positive reply, the dean will meet with the division chair to formulate an assignment.

#### **18.3.3.3 Offer of Assignment**

As soon as possible, but no later than two weeks prior to the course schedule deadline for the Fall semester, an offer will be sent to the retiree who will respond within one week about accepting the offer.

#### **18.3.3.4 Termination Date for Eligibility**

- 1) If the assignment is teaching, the retiree's eligibility terminates at the end of the teaching session during which the retiree reaches age 63.
- 2) If the assignment is non-teaching, the retiree's eligibility terminates upon the date the retiree reaches age 63.
- 3) In either situation, the District has sole discretion on whether to make an employment offer that extends employment beyond the 63rd birthday.

#### **18.3.3.5 Buyout Provision**

The District may buyout existing EBER agreements at 30% of the remaining value of the entire EBER amount, if mutually agreeable to the District and EBER participant.

### **18.4 Payment for Other Services**

In accordance with the appropriate hourly schedule, qualified retirees may be employed by the Governing Board.

### **18.5 Golden Handshake**

The District will implement the provisions of Education Code Section 87488 (known as the "Golden Handshake") until June 30, 1998. After this date, the District will no longer participate in the Golden Handshake program. Such implementation shall strictly observe the limitations set forth in such code section, and the District shall be under no obligation if the District is unable to guarantee a savings as is required under this code section. The implementation of this section shall not be read as a limitation on the reallocation of unit positions within the District following retirement or resignation. The District will not be obligated to the benefits as set forth herein beyond the expiration date of the code provisions .

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## ARTICLE 19 - REDUCED SERVICE PARTIAL RETIREMENT PLAN

### 19.1 Reduced Service

Full-time regular employees may reduce their workload from full-time to part-time and have their retirement benefits based on full-time equivalent employees.

### 19.2 Denial of Reduced Service

The District reserves the right to deny granting a reduced workload and/or consent to first-year option to any employee if doing so would create unusual and difficult staffing problems. A denial of an early retirement request, however, shall be only temporary, and the employee may reapply for the program and make the effective date for the following year or school term. All such reapplications shall be considered by the District without prejudice. A denial to grant the first-year option shall not prejudice the employee's application for early retirement.

### 19.3 Prerequisites

To qualify for this program, the full-time regular employee shall meet the following prerequisites.

#### 19.3.1 Minimum Years of Service

The employee shall have completed ten (10) years of full-time service in a position requiring certification in the public school system of California which includes grades K-12, community college, or as a teacher in the California State University and College system, with sabbatical leaves being counted as full-time employment. The immediately preceding five (5) years shall have been full-time employment in the Monterey Peninsula Community College District without a break in service. Time spent on a sabbatical leave or other approved leaves of absence shall not be used in computing the five-year full-time service requirement and shall not be considered a break in service.

#### 19.3.2 Minimum Age

The employee shall have attained the age of fifty-five (55) prior to the beginning of the semester in which the reduction in service begins.

### 19.4 Initiation of Agreement

The agreement or contract for reduced service shall be initiated by the employee.

#### 19.4.1 Time of Application

Employees requesting participation in the reduced service partial retirement plan shall submit an application to the Superintendent/President by the end of the first full teaching week of the preceding semester desired to begin the reduced service. The form of such application shall be available in the Office of Instruction.

#### 19.4.2 First-Year Option

At the time of the initial request for reduced service, an employee may, with the consent of the District, be granted the option of returning to full-time employment at the end of the first year of reduced service.

##### 19.4.2.1 Time of Application to Return to Full-Time Service

A request to return to full service, under section 19.4.2, shall be in writing and sent to the Superintendent/President by the end of the

first full teaching week of the semester preceding return to full service.

**19.5 Execution of Agreement**

The agreement for reduced service shall be executed in writing by the employee and the District at the beginning of the school year or before the beginning of the second half of the school year prior to the period of the reduced service.

**19.6 Revocation of the Agreement**

The agreement may be revoked with the mutual consent of the employee and the employer.

**19.7 Terms of Reduced Service**

**19.7.1 Minimum Reduced Service**

The minimum reduced service shall be the equivalent of one-half (1/2) of the number of days of the employee's final year of full-time service. Agreements with beginning dates other than the start of the school year shall require the employee to serve at least one-half (1/2) for the remainder of the school year.

**19.7.2 Salary**

Minimum salary paid shall be equal to no less than one-half (1/2) time service.

**19.7.3 Rights and Benefits**

The employee shall retain all other rights and benefits for which the employee or the District makes the payments, including those as provided Section 53201 of the Government Code, that would be required if the employee remained in full-time employment.

**19.7.4 No Break in Service with First-Year Option**

If the employee returns to full-time employment, the year of reduced service shall not constitute a break in service to the District.

**19.7.5 Other Requests to Return to Service**

Requests to return to full service other than at the end of the first year of reduced service shall be submitted by the end of the first full teaching week of the semester preceding return to full service. This return to full service shall be at the discretion of the District.

**19.7.6 Limitations**

**19.7.6.1 Number of Years of Applicability**

Part-time service is limited to a period not to exceed seven (7) years.

**19.7.6.2 Age Limitation**

Length of participation in the reduced service partial retirement plan is limited to a period not to exceed seven (7) years, and no employee shall participate after attaining the age of sixty-five (65). Any employee in the plan who reaches age sixty-five (65) during the school year may continue his or her reduced service for the balance of the year.

## **19.8 State Retirement Provisions of Plan**

### **19.8.1 Contribution to STRS**

The District and the employee shall contribute to the State Teachers' Retirement System the percentage of the employee's salary in accordance with applicable law.

### **19.8.2 Contributions to PERS**

Employees who participate in the Public Employees' Retirement System shall contribute the amount that would have been contributed if the employee was employed full-time based on a full salary.

## **19.9 End of Seven-Year Reduced Service Period**

At the end of the seven (7) years of reduced service, the employee shall retire unless the District requests the employee to consider continued employment. If the employee continues in part-time service, the District shall not be obligated to contribute toward retirement upon a full-time salary.

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## ARTICLE 20 - PART-TIME TEMPORARY FACULTY

### 20.1 Notification of Vacancies

All part-time temporary unit members (“Adjunct Faculty”) shall be notified of all full-time unit vacancies in the District by public posting. Recruitment and selection of Adjunct Faculty shall be in accordance with District procedures and MPCTA contract. All assignments shall continue to be at the sole discretion of the District, except as limited by this Article 20.

### 20.2 Process for Obtaining Reemployment Preference

The District shall establish and maintain seniority lists by discipline for all Adjunct Faculty, retroactive to Fall Semester 2015 for the purpose of determining whether an Adjunct Faculty member has obtained a reemployment preference. Seniority will be determined by the first date of paid academic employment with the District. During the contract year (not during summer or winter break), the District will provide each Adjunct Faculty member with a list of semesters taught by discipline, with data from Fall 2015 to the current academic year. Each member will have a period of 30 calendar days to correct any errors, after which time the District may rely upon that assignment data. The District shall provide a copy of the lists to the Association when it is updated and upon request.

In order to obtain a reemployment preference in a discipline, an Adjunct Faculty shall submit an application for the preference to the Office of Human Resources after satisfactorily completing a minimum of one course assignment in the Fall or Spring term in each of the prior four academic years in the same discipline as defined in the State Chancellor's publication. Minimum Qualifications for Faculty and Administrators in California Community Colleges. If the criteria for the reemployment preference are met, the Adjunct Faculty member shall have a “reemployment preference” until it is relinquished under Article 20.8.

### 20.3 Assignments Reemployment Preference

Starting with assignments for the Fall Semester 2020 the District will use reemployment preferences obtained pursuant to Article 20.2 to offer assignments to Adjunct Faculty members. All Adjunct Faculty members (including those without a reemployment preference) shall submit a statement of availability for the subsequent semester to the Division Chair or his/her designee based upon the deadlines set in the District's scheduling process.

Consistent with the best interests of student success, the District shall offer an Adjunct Faculty member an assignment within the discipline in which the preference is earned. This offer will be in priority over others without a reemployment preference, and consistent with the following criteria:

1. The Adjunct Faculty member must meet minimum qualifications for the Administrators in California Community Colleges, or the equivalent;
2. The Adjunct Faculty member must be available for the assignment as scheduled; and
3. The Adjunct Faculty member must have the relevant educational preparation or courses of study, related teaching, or recent and relevant work that is related to the assignment: as determined by the Dean assigned to the discipline.

4. The Adjunct Faculty has received an evaluation of "satisfactory" for the two most recent evaluations in the prior four academic years.

5. In the event of a tie in the discipline-based seniority list for Adjunct Faculty Members, seniority will be determined by lot.

#### **20.4 Cancellation or Withdrawal of Tentative Assignment**

An offer of an assignment may be withheld from an Adjunct Faculty member (with or without a reemployment preference), or rescinded, for reasons consistent with the best interests of student success. Examples include:

1. The Adjunct Faculty member is not available for the assignment as scheduled;
2. The Adjunct Faculty member receives an Unsatisfactory evaluation, or more than one Needs Improvement evaluation, in the prior four academic years;
3. The class is canceled or combined with another section due to low enrollment, a reduction in services, a reduction in force, or for other reasons;
4. The District rescinds its offer of a course assignment in order to offer the assignment to a probationary or contract faculty member;
5. The course assignment cannot be offered to the Adjunct Faculty member due to requirements of applicable laws, regulations, policies, or directives; and
6. A course assignment cannot be offered due to a specific and identifiable need of the District.
7. The District administration, Division Chair, or Department Chair, has received a student complaint against the Faculty Member alleging misconduct or inappropriate acts or omissions of the Faculty Member that has been verified.

In the event a course is cancelled after the first meeting, Adjunct Faculty members will be paid for the course hours during which they actually met before the cancellation. Pay for these hours will be at the hourly Adjunct Faculty rate in accordance with Article 16.6.

#### **20.5 Disputes**

Disputes concerning the interpretation and application of Sections 20.4, are not subject to the grievance provisions of this Agreement.

#### **20.6 Evaluations**

Part-time faculty shall be regularly evaluated in accordance with the procedures set forth in Article 14, and may be evaluated on a more frequent basis at the discretion of the District.

#### **20.7 Relinquishment of Reemployment Preference**

Adjunct Faculty members shall not retain a reemployment preference if:

1. The Adjunct Faculty member receives an Unsatisfactory evaluation, or more than one Needs Improvement evaluation. in the prior four academic years;
2. The Adjunct Faculty member does not complete an assignment previously accepted;
3. The Adjunct Faculty member was absent from class, lab, or other assigned hours without proper notification/approval;
4. The Adjunct Faculty member rescinds his/her acceptance of an assignment offered by the District;
5. The Adjunct Faculty member does not hold office hours or student advisement time as scheduled by the Adjunct Faculty member;
6. The Adjunct Faculty member has declined the District's offer of assignment(s) for one semester, except under conditions of state and federal leave laws;
7. The Adjunct Faculty member does not fulfill professional duties associated with the assignment, including, but not limited to;
  - a. Timely submission of grades by the established deadlines;
  - b. Timely submission of census rosters, positive attendance rosters, and class rosters by the established deadlines;
  - c. Timely communications with students, including regular and effective contact in online classes where assigned;
  - d. Participation in course assessment as part of Flex activities or other paid assignment.
8. The Adjunct Faculty member engages in conduct in violation of District policies, procedures, or that which is described in Section 87732 of the Education Code.

## **20.8 Discipline, Suspension, and Termination of Adjunct Faculty Prior to the Completion of the Assignment**

**20.8.1** Adjunct Faculty without a reemployment preference serve as temporary employees at the discretion of the Governing Board.

**20.8.2** Adjunct Faculty with a reemployment preference may be disciplined, suspended, or dismissed for misconduct during an assignment pursuant to the procedure described below. Upon discipline, suspension, or dismissal under this procedure, the Adjunct Faculty member will and shall not retain a reemployment preference.

**20.8.2.1** To initiate disciplinary action under this procedure, the relevant Dean shall provide the Adjunct Faculty member with written notice of the proposed discipline. This notice shall include the facts upon which discipline is based and attach any documentation upon which the discipline is based.

**20.8.2.2** The Adjunct Faculty member will be afforded an opportunity to respond in written form to or to request a pre-disciplinary meeting with a "reasonably impartial and uninvolved" officer on or before the 10 day after service of the notice. If a meeting is requested, the meeting shall be scheduled within five days after the request is received.

**20.8.2.3** After the consideration of a timely written response, after a pre-disciplinary meeting has been conducted, or after the fifth day if the Adjunct Faculty member does not timely respond, the District shall issue its final notice of disciplinary action, which shall become effective upon service.

**20.8.2.4** The Adjunct Faculty member may request a hearing before the Governing Board by filing a written request with the Superintendent/President's office on or before the tenth business day after service of the final notice of disciplinary action.

**20.8.2.5** At its discretion, the Board may hear the Adjunct Faculty member's concerns, or adopt the final notice of disciplinary action without a hearing. Notice of the Board's disposition shall be provided to the Adjunct Faculty member within five business days after the disposition is reached. This will constitute the exclusive administrative appeal procedure for disciplinary action under this Article.

## **20.9 Definitions**

### **20.9.1 Adjunct/Part-Time Faculty Load**

Pursuant to Education Code section 87482.5, as amended in 2008, the permissible load for an adjunct/part-time faculty members increased from 60% to 67% of the weekly hours for a full-time contract faculty member, and the parties affirm that references in this contract to Adjunct Faculty members will be applied accordingly.

### **20.9.2 Definition of Full-Time and Full-Time Equivalent for STRS**

This article defines "Full-Time" and "Full-Time Equivalent (FTE)" for Part-Time Faculty, for the purposes of the State Teachers Retirement System (STRS).

Education Code 22138.5 (a STRS regulation) requires the collective bargaining agreement to specify the number of hours of creditable service that equal "full-time".

Education Code 22138.6 (a STRS regulation) defines "full-time equivalent" (FTE) as the hours of creditable service that a person who is employed on a part-time basis would be required to perform in a school year if he/she were employed full-time in that position.

The standards specified below are solely for reporting purposes to STRS. Use of these standards for any other purpose must be negotiated.

#### **20.9.2.1 Part-Time Instruction Positions**

525 instructional hours equal full-time. One FTE is defined as 525 instructional hours of creditable service.

#### **20.9.2.2 Part-Time Non-Instructional Positions, including Counselors and Librarians**

1,050 hours of creditable service equal full-time. One FTE is defined as 1,050 hours of creditable service.

**20.9.3 Temporary Status**

The parties hereby incorporate by reference the terms of subsection (d) of Section 87482.3 of the Education Code, which states: "In all cases, part-time faculty assignments shall be temporary in nature, contingent on enrollment 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 that part-time, temporary faculty member," except as amended by Article 20.11, "Extended Part-time Appointments."

**20.9.4 Reinstatement of Reemployment Preference**

A part-time unit member who has lost reemployment preference may later re-qualify according to 20.3.

## **ARTICLE 21 - REGULAR INSTRUCTORS IN THE EVENING PROGRAM (R.I.E.)**

This article was a result of litigation and now applies to only one instructor. This article and any other mentions of the R. I. E. (as in 8.2.2.2, which states “a “day” for Regular instructors in the Evening (R.I.E.) is equal to 5 hours.”) will be deleted after that instructor retires.

### **21.1 Salary**

Salary Schedule B (and C where applicable) shall be used for payment of services of regular instructors in the evening program. All sections of Article 16 which are applicable to hourly temporary instructors shall also apply to regular instructors in the evening program. (Note: Provisions of section 21 do not apply to full-time instructors on overload.)

### **21.2 Workload**

The work year for regular instructors in the evening program shall be 525 hours, multiplied by the percentage of permanent classification earned. In those instances where irregular percentages develop or a full load cannot be achieved in one academic semester or year, the total workload shall be averaged over a two-year academic year period, with payment based on the actual number of hours of service per semester/year.

#### **21.2.1 Workload Assignment**

##### **21.2.1.1 Permanent Classification Based on Evening Program Only**

Regular instructors in the evening program whose percentage of permanent classification is based on evening program service only shall not be required to accept an assignment in the regular day program.

##### **21.2.1.2 Permanent Classification Based on Both Evening Program Service and Regular Day Program Service**

Regular instructors in the evening program whose percentage of permanent classification is based on both evening program service and regular day program service may be required, if so assigned, to accept schedule assignments in the regular day program. A reasonable attempt will be made to work out a mutually acceptable time when such assignments shall be scheduled.

### **21.3 Leave**

Provisions of Article 8 which apply to personnel employed on a non-contractual hourly basis shall apply to regular instructors in the evening program as shall section 8.10 (Exchange Teaching Leave), section 8.12 (Leave of Absence for Educational Improvement), section 8.13 (Government Service Leave), and section 8.15 (Other Leaves of Absence).

### **21.4 Evaluation**

Regular instructors in the evening program shall be evaluated in accordance with sections 14.3.2 of Article 14 pertaining to tenured faculty.

Acceptance of the foregoing sections of Article 21 does not constitute an admission that any other provisions heretofore mentioned are correct interpretation of previously decided or pending litigation on the issue.

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## ARTICLE 22 - TRAVEL

### 22.1 Conference, Workshops, and Meetings

#### 22.1.1 Authorization

Conference, workshop, and meeting travel for employees shall be authorized on the District travel form in advance of such travel by the Superintendent/President or designee. Out-of-state travel shall require the specific advance written approval of the Superintendent/President.

#### 22.1.2 Reimbursement

Actual and necessary expenses for authorized travel shall be reimbursed at the rates and in accordance with the following provisions, after submission of the properly approved forms as per Board Policy 2145:

##### 22.1.2.1 Private Car

The mileage allowance for private car usage shall be the prevailing Board-approved rate. This rate shall be adjusted upward in accordance with the Internal Revenue Service approved reimbursement rate.

##### 22.1.2.1.1 Claim Limit

Reimbursement according to the mileage rate set in section 22.1.2.1 of this Article when in excess of two hundred (200) miles from Monterey shall not exceed Coach Airfare rates when such rates are available.

##### 22.1.2.2 Public Conveyance

Reimbursements shall not exceed Coach Airfare rates when such rates are available.

##### 22.1.2.3 Fixed Expenses

Receipts or appropriate documentation shall be required for the following fixed expenses:

##### 22.1.2.3.1 Rooms - Hotel/Motel

##### 22.1.2.3.2 Registration - Conference

##### 22.1.2.3.3 Banquets

##### 22.1.2.3.4 Transportation expenses - Rail/Plane Tickets

##### 22.1.2.4 Other Reimbursable Expenses

Other expenses which shall be reimbursed include the following:

##### 22.1.2.4.1 Incidental

##### 22.1.2.4.2 Taxi

##### 22.1.2.4.3 Bridge Tolls



**22.1.2.4.4 Parking**

**22.1.2.4.5 Meals**

**22.1.2.5 Partial Reimbursement**

For travel not required by the District, partial reimbursements may be made for travel expenses wherever there is written prior agreement between the employee(s) and the authorizing official.

**22.1.3 Procedure**

Expense claims shall be submitted on District forms no later than thirty (30) days following the end of the semester or session in which the travel occurred. Claims submitted after this deadline are not compensable.

**22.2 Other Employment-Related Travel**

**22.2.1 Authorization**

An employee having assignments at different locations on the same day shall be reimbursed for mileage from the original assignment location to the alternate location(s), plus the return to the original location. *(Example 1: First Class at Monterey, next class at MPC Education Center at Marina, next class at Carmel. Mileage would be paid from Monterey to MPC Education Center at Marina to Carmel to Monterey. Example 2: First class at MPC Education Center at Marina, second class at Monterey, third class at MPC Education Center at Marina. Mileage would be paid from MPC Education Center at Marina to Monterey to MPC Education Center at Marina.)*

**22.2.2 Reimbursement**

Reimbursement shall be in accordance with section 22.1.2 of this Article. A standard mileage chart will be provided by the District.

**22.2.3 Procedure**

Mileage expense claims shall be submitted on District forms, and may be submitted at any time during the semester, but no later than thirty (30) days following the end of the semester or session in which the travel occurred. Claims submitted after this deadline are not compensable.

## ARTICLE 23 - DIVISION CHAIRPERSON

### 23.1 Selection Procedure

One (1) semester prior to the expiration of the division chairperson's term of office, the chairperson shall call for nominations. Service as Division Chairperson shall be restricted to full-time regular faculty who have more than a 50% teaching assignment in the division. With the consent of the full-time regular/contract divisional faculty, part-time, non-contract employees shall vote in the nomination procedure. The name or names of the person(s) nominated by the division shall be submitted to the Superintendent/President; every effort shall be made to nominate at least two (2) persons. After receiving the division's nominee(s), the Superintendent/President may consult with the division chairperson before making the final determination. The Superintendent/President's appointment shall not be limited to the list submitted. If no nominees are submitted, the Superintendent/President shall internally appoint someone to perform the functions and responsibilities of the chairperson of the division. In such a case, the assignment to fulfill division chairperson duties will not be restricted to faculty. All procedures shall be in accordance with state, federal, Governing Board and Equal Employment Opportunity laws.

### 23.2 Term

The term of office of the division chairperson shall be three (3) years. Re-election to successive terms is allowable and shall follow the same procedure outlined in section 23.1 of this Article. The Superintendent/President may reassign the division chairperson to other duties at the end of any semester. A shorter term of office may be requested by the individual serving as division chairperson.

### 23.3 Recall/Vacancy

A division may recommend to the Superintendent/President the removal of the division chairperson from the position. This recommendation shall be made following the first reading of a petition to recall signed by one third of the division. The first reading of a petition to recall shall be at a second regularly scheduled division meeting. Recall recommendation by the division shall follow the majority vote of the faculty in attendance at that division meeting and shall be reviewed and approved by the President. Such removal shall be deemed to be effective as of the end of the semester during which it was voted. In case of recall or vacancy, the selection procedures outlined in section 23.1 of this Article shall be followed. For the purpose of this subsection, voting faculty shall be defined as the outcome of the process described in section 23.1 above.

### 23.4 Job Description

The following describes the administrative, non-teaching functions for which the chairperson is responsible. Teaching responsibilities are described in other Articles of this Agreement. In accordance with institutional policies, the division chairperson shall perform the following non-supervisory, administrative tasks:

#### 23.4.1 Staff Coordination

- Facilitate and coordinate assignments of division faculty.
- Serve on screening committees for the division classified staff.
- Chair evaluation committees in accordance with evaluation policy, for division faculty.
- Chair screening committees for hiring full-time faculty members within the division in accordance with established policies (federal, state, and local) and District procedures.

- Oversee the screening and selection procedures for the Division's part-time instructors and the pool of part-time instructors, working in close cooperation with the appropriate Dean.
- Facilitate the day-to-day process of substitute instruction, working in close cooperation with the appropriate Dean for approval of substitute instructors.

#### **23.4.2 Planning**

- Assist in the preparation and maintenance of long-term and short-term educational, equipment, and facility plans for the division.
- Coordinate the development of class schedules for all disciplines within the Division and recommend teaching assignments.
- Coordinate program review, planning, and other related activities for all disciplines within the division.

#### **23.4.3 Budget**

- Monitor budget expenditures: assume responsibility for completion of appropriate budgetary tasks.
- Initiate and monitor budgeted work order requests for necessary repair, remodeling, special maintenance, furniture requests, etc.
- Prepare and recommend the annual division budget and coordinate the preparation of budgets for all disciplines within the division.
- Administer the approved annual budget to include the following: approve all purchase requisitions and maintain files of such, monitor monthly balances.

#### **23.4.4 Curriculum**

- Consult with Division faculty and Deans on major curriculum and program changes, additions, revisions, and deletions to be proposed for review by the College's curriculum review and approval process.
- Participate in the curriculum review and approval process; review all curriculum proposals from the division to ensure that they meet College guidelines as well as comply with local, state, and federal guidelines.
- Identify appropriate learning outcomes assessment cycles for division curriculum and facilitate the completion of learning outcomes assessment, program review, and other division planning and reporting.

#### **23.4.5 Communication**

- Facilitate communication among staff assigned to the division.
- Serve as the division's spokesperson in coordination with other division chairpersons and administrative personnel.
- Facilitate conflict resolution among assigned staff members and among appropriate staff and students enrolled in division classes.
- Serve as a member of the Academic Affairs Advisory Group, the Administrative Council, and other committees.
- Inform and advise the appropriate dean about matters of professional concern.
- Represent the division at each Academic Affairs Advisory Group meeting and be responsible for communicating recommendations, actions, and information to the division.

- Serve as the liaison between the college, business, and other groups as it pertains to the division.
- Conduct monthly division meetings to ensure effective communication among members of the division in reference to proposed new curricula, business of the Academic Senate, the educational program, administrative matters, student educational needs, and other related matters.
- Participate in establishing pathways and partnerships between the College and its high school, adult school, and university partners.
- Be available to members of the division by setting aside a specific schedule of hours of availability per week.

**23.4.6 Policies**

- Facilitate in the administration of District policy and procedures in matters affecting the division.

**23.4.7 Other**

- Accept other duties similar to those enumerated above which are related to divisional affairs.
- Participate in the recruitment of new student populations as they evolve from the Division's courses and programs.
- Administer the approved division teaching load in cooperation with the Office of Academic Affairs; coordinate the development and maintenance of load history sheets for division faculty.
- Advise division instructors in the preparation of course outlines and textbook selection for the division and coordinate this activity with the appropriate dean and the Bookstore Manager.
- Provide new and revised catalog copy to the Office of Academic Affairs annually.
- Prepare division course program information as requested by Academic Affairs for publications, outreach, recruitment, marketing, and other purposes.

**23.5 Length of Contract Year**

Division chairpersons shall work an extended work year as defined in Article 17 and Exhibit D-1. Salary for additional days shall be paid as specified in Article 11.2.

**23.6 Compensatory Time Off for Duty Required During Non-Contractual Periods**

Division Chairpersons, or a designee mutually agreed upon between the Division Chair and the District in advance, shall be on duty on campus during Monday through Thursday evenings of the first week of fall and spring semesters. They shall also be on duty the first two days of early spring and of summer sessions. During these periods, they will monitor class enrollments and perform other duties as specified in Article 23.

For the above duty, chairpersons shall receive compensatory time off as follows:

Fall semester:	4 evenings (half days)	=	2 days
Spring semester:	4 evenings (half days)		2 days
Early Spring:			2 days
Summer:			<u>2 days</u>
	Subtotal	=	8 days

Less one day of week already compensated	=	<u>- 1 day</u>
Total compensatory time	=	7 days

These days off duty are to be scheduled at times of reduced workload.

**23.7 Orientation Reassigned Time for Chairperson-Elect**

Efforts shall be made where practicable to schedule the teaching load of the chairperson elect to allow attendance at Academic Affairs Advisory Group (AAAG) meetings. Where scheduling does not permit attendance, reassigned time may be approved by the Vice President of Academic Affairs when requested for attendance at AAAG meetings during the semester prior to assuming the division chair duties.

**23.8 Reassigned Time**

The following guidelines shall be used for determining reassigned time for division chairpersons:

**23.8.1 Computation Basis**

Computation of reassigned time for an academic year shall be based upon the Division’s scheduled personnel as of Census week of the prior Spring term.

**23.8.2 Special Considerations**

When budget items, special projects, curriculum development, hiring, and multiple-site scheduling go beyond the normal responsibilities of the chairperson, additional reassigned time may be authorized by the Vice President of Academic Affairs.

**23.8.2.1 Hiring Committees**

In the event a division chairperson is required to chair more than one full-time faculty hiring committee a year, that chairperson may appoint a designee to chair each additional hiring committee. In the event that the designee's assignments are such that they cannot undertake this additional task, additional reassigned time may be authorized by the Vice President of Academic Affairs.

**23.8.3 Division Chairperson Unit (DCU)**

Effective January 1, 2020, the basis for reassigned time shall be the number of division chairperson units (DCU's) within the division. DCU's in a division shall be determined by the following load index:

Each Full-time Contractual Faculty Member	=	1.0 DCU
Each Adjunct (hourly) Faculty Member	=	0.5 DCU

Instructors on sabbatical leave, leave of absence, and/or serving as Division Chairperson shall not be included in the reassigned time formula. The determination of DCU load will be provided to the Dean of the area for final approval.

**23.8.4 Reassigned Time Formula**

Reassigned time shall be determined as follows:

$$\frac{\text{Number of DCU's Within Division}}{\text{Annual Reassigned Time in TLU's}}$$

1 - 10.5	6 TLU's
10.6 - 15.5	9 TLU's
15.6 - 20.5	12 TLU's
20.6 - 25.5	15 TLU's
25.6 - 30.5	18 TLU's
30.6 - 35.5	21 TLU's
35.6 - 40.5	24 TLU's
40.6 - 45.5	27 TLU's
45.6 - 50.0	30 TLU's

### **23.8.5 Distribution of Reassigned Time**

When the provisions of the reassigned time formula reach 24 TLU's, the division chairperson shall meet with the appropriate Dean to discuss whether the distribution of reassigned time to other faculty in the division is appropriate. Reassign time in excess of 24 TLUs and/or distribution of reassigned time shall be authorized by the Vice President of Academic Affairs or designee.

### **23.9 Agreement Interpretation by Division Chairpersons**

Division chairpersons shall seek guidance from the appropriate district administrator on any questions of interpretation of this Agreement in performing their duties outlined in 23.4. An act of a division chairperson shall not be considered precedential nor binding on the District at any level of the grievance procedure outlined in this Agreement as Article 6.

### **23.10 Department Chairs**

The role of a Department Chair is to represent a discipline within a division and are intended to increase participation in the leadership within divisions.

Effective January 1, 2020, Department Chairs will be established to recognize individual or groups of related disciplines. In the case that the District would like to treat a group of related disciplines as a single department, for the purpose of appointing a department chair, the District and the Association agree to negotiate the matter to ensure a reasonable workload. The district will fund Department Chairs based on the compensation outlined in 23.12.

#### **23.10.1 Department Chair Selection Process**

Department Chairs will be selected to serve a two year term. Full-time tenured or non-tenured instructors are qualified to serve as Department Chair. Nominations from full-time faculty within the Department shall be given to the Division Chair and Dean by the sixth week of the spring semester preceding a vacancy.

If no full-time faculty are nominated then the Division Chair will continue to support the Department and related disciplines as part of the Division Chair's existing responsibilities.

Qualified nominees, shall be submitted to the Superintendent/President for final selection and approval. The Superintendent/President shall consult with the Division Chairperson before making the final determination. Nominations shall be held every two years or as necessary to fill a vacancy.

### **23.10.2 Department Chair Duties**

Department Chair Duties shall include working in cooperation with the Division Chair and Dean to:

- Facilitate communication among full-time and part-time faculty within the department.
- Coordinate the screening and hiring procedures for part-time instructors and the pool of part-time departmental instructors, working in close cooperation with the appropriate Dean, the Office of Human Resources, and the appropriate Division Chairperson.
- Monitor Department budget expenditures: assume responsibility for completion of appropriate budgetary tasks in a reasonable time.
- Participate in division and department meetings.
- Work with the Division Chair, Dean and department faculty to facilitate the development of the class schedule
- Coordinate department program review, annual program review updates, action plans, and learning outcomes assessment (PLOs and SLOs)
- Ensure that the department's curriculum is reviewed and updated as appropriate to comply with local, state, and federal guidelines, including identifying pedagogically appropriate class size, articulation requests, and assessment cycles.

### **23.10.3 Additional CTE Department Chair Duties**

In addition to the duties outlined in 23.10.2, duties for Department Chairs for disciplines or groups of disciplines that are designated with CTE TOP Codes shall also include working in collaboration with the Division Chair and Dean to:

- Gather, analyze, and report data related to industry needs for the disciplines they represent.
- Plan and host industry advisory meetings (including community members, education partners, and industry representatives) at least once each semester to solicit input and advise the program.
- Identify and refer students to internships, externships, and job opportunities.
- Participate in CTE Committee meetings.

### **23.10.4 Department Chair Compensation**

Effective January 1, 2020, Department Chairpersons shall be compensated for additional duties by an annual stipend (prorated for partial year), to be paid half in the first paycheck of the fall semester and half in the first paycheck of spring semester.

#### **23.10.4.1 Annual Stipends for Department Chairs**

Annual stipends for department chairs will be determined by the number of sections scheduled for disciplines within the department during the second week of the Fall semester:

- 0 sections: no stipend
- 1-9 sections: \$250 annual stipend
- 10-19 sections: \$500 annual stipend
- 20-49 sections: \$750 annual stipend

- 50+ sections: \$1,000 annual stipend

If no full-time faculty member is available to serve as Department Chair then the Division Chair may continue to support the Department and related disciplines as part of the Division Chair's existing responsibilities or the District may assign an adjunct faculty to perform the duties of the Department Chair on an hourly basis as follows:

- 0 sections: no stipend
- 1-9 sections: 5 hours per year
- 10-19 sections: 10 hours per year
- 20-49 sections: 15 hours per year
- 50+ sections: 20 hours per year

Department Chairs who are receiving reassigned time (as defined in Exhibit D-2) for department coordination duties are not eligible for the Department Chair stipend.

Disciplines with an Academic Director or other dedicated coordinator (e.g. NURS, PSTC, LIBR) will not have Department Chairs.

#### **23.10.4.2 Additional Annual Stipend for CTE Department Chairs**

Department Chairs for disciplines or groups of disciplines that are designated with CTE TOP Codes will receive an additional stipend of \$500 per academic year to perform the additional duties outlined in section 23.10.3.



<b>ARTICLE 24 - STATUTORY CHANGES</b>
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**24.1 Mandatory**

Statutory and administrative regulation changes that are mandatory and in direct conflict with provisions of this Agreement shall supersede such provisions. The district shall provide reasonable written notice to the Association prior to the implementation of any such changes.

**24.2 Permissive**

Statutory and administration regulation changes that are permissive and affect the provisions of this Agreement shall be subject to negotiations for a successor agreement. Notice of all such changes will be provided in writing to the President of MPCTA at least 30 business days prior to the implementation of said changes, except in extraordinary circumstances when advanced notice should be given as soon as reasonably possible.

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**ARTICLE 25 - SAVINGS (EFFECT OF COURT DECISION ON CONTRACT)**

If any provision of this Agreement or application hereof to any employee is held by a final judgment of a court of competent jurisdiction to be contrary to law, including any future enactment of the Federal or State Legislature, then such provision or application shall be deemed invalid, to the extent required by court decision, but all other provisions or applications shall continue in full force and effect.

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## ARTICLE 26 - DISTRICT RIGHTS AND RESPONSIBILITIES

### 26.1 Rights and Responsibilities of the Governing Board

It is understood and agreed that the Governing Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, all of its powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of California and of the United States, including, but without limiting the generality of the foregoing, the rights:

- To direct and determine the executive management organization and administrative control of the District and its properties and facilities;
- To direct the work of its employees, determine the time and hours of operations, and determine the kinds and levels of services to be provided and the methods and means of providing those services;
- To hire all employees, and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, discipline, dismissal or demotion; and to promote, assign, and transfer all such employees;
- To establish educational policies, goals and objectives; to insure the rights and educational opportunities of students; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency of District operations; and
- To build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and take action on any matter in the event of an emergency.

### 26.2 Limitations

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with law.

### 26.3 Contractual Obligation

The exercise of the foregoing rights of the Board shall not be subject to review or determination through the provisions of the grievance procedure, Article 6, of this Agreement. The express provisions of this Agreement constitute the only contractual obligations between the parties.

### 26.4 Emergencies

In cases of emergency declared by the Government, Board or Superintendent/President, the District retains the right to amend, modify, suspend or rescind policies and practices referred to in this Agreement. The District shall determine the length of the emergency and when to rescind its actions relative to the emergency. For purposes of this Agreement, emergency shall include disasters resulting from storms, earthquakes, fire or other calamitous events which affect the health, safety, convenience and welfare of the public or college, or its employees and students.

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## **ARTICLE 27 - FACULTY SERVICE AREAS AND COMPETENCY STANDARDS**

This Article does not apply to situations where personnel are reassigned to unit positions and there is no reduction in force.

### Purpose of Faculty Service Areas

The function of Faculty Service Areas (FSAs) is to provide a rational and workable framework within which seniority and “bumping” rights can be exercised by faculty when a reduction-in-force (RIF), or layoff, is being affected.

#### **27.1 Current Probationary and Tenured Faculty**

Current probationary and tenured faculty shall be placed in one or more FSAs using the criteria listed below in 27.2 and 27.3. Placement with permanent seniority and “bumping” rights shall be based upon the job description and actual work assignment of the position for which the faculty member was initially hired; and placement with seniority and “bumping” rights which must be established and maintained shall be based on the three criteria listed in 27.3.2. Such placement shall be monitored by the Faculty Academic Senate with the District making the final determination on placement. Placement in the FSA shall take effect with the Fall 1991 semester.

#### **27.2 Initial Employment as Probationary Faculty**

Beginning with the Fall 1991 semester, each probationary faculty member hired shall be placed in one or more faculty service areas by the District at the time of initial employment.

- Such placement shall be based upon the job description and actual work assignment of the position for which the faculty member has been hired. Unit members initially placed in an FSA based on their job description have permanent seniority and “bumping” rights in that FSA or FSAs, the competency standard notwithstanding. However, in the event a unit member receives an unsatisfactory evaluation (as defined in the evaluation procedures) in an FSA, the unit member will no longer be deemed competent in that FSA and loses his or her seniority and “bumping” rights in the FSA until such time as he or she receives a satisfactory evaluation. Upon receipt of a satisfactory evaluation, the unit member will be restored to his or her former status.
- The District shall present to the President of the Academic Senate and the Chief Negotiator of MPCTA a list of new hires and their FSA placements prior to the beginning of each semester.

#### **27.3 Placement After Initial Employment**

After initial employment, a faculty member may apply to the District to add faculty service areas for which the faculty member qualifies.

##### **27.3.1 Filing Deadline**

The application must be received by the District on or before February 15 in order to be considered in any proceeding involving a RIF, or layoff, during the academic year in which the application is received.

##### **27.3.2 Basic Criteria**

To establish seniority rights within an FSA in a RIF, or layoff, situation, all of the following three criteria must apply:

### **27.3.2.1 Minimum Qualifications**

The employee must have minimum qualifications for the discipline, as specified in a) and b) below:

- a) The minimum qualifications shall not be lower than but can be higher than the state-mandated minimums.
- b) District minimum qualifications shall be determined by faculty in the discipline based on the most recent job announcement for the discipline. In cases where an announcement is unavailable or is more than three years old, the faculty in the disciplines in conjunction with the Equal Employment Opportunity Officer will recommend minimum District qualifications to the District which will determine whether the employee meets the minimum qualifications. The Senate shall be given the opportunity in closed session to present its view in writing and orally. The District will rely primarily on the advice and judgment of the Academic Senate to assure that the employee meets the minimum qualifications.

### **27.3.2.2 Faculty Service Area**

The discipline must fall within a defined faculty service area: a “service or instructional subject area or group of related services or instructional subject areas performed by faculty.”

FSA's at Monterey Peninsula College have been defined through cooperative efforts of the Association, the Faculty Academic Senate, and the District, and are established by this Agreement, to which they are appended as Exhibit I.

The function of FSA's, as indicated above, is to provide a rational and workable framework within which seniority and “bumping” rights can be exercised by faculty when a reduction-in-force, or layoff, is being affected.

The Education Code provides that no permanent or probationary faculty member can be laid-off while any employee with less seniority is retained to render service in a faculty service area that the senior employee is both qualified and competent to perform.

### **27.3.2.3 Competency**

The senior employee must demonstrate that he or she is competent to teach or provide service in that faculty service area.

District-initiated placement in an FSA at the time of initial hire based on the unit member's job description shall constitute competency in the FSA, and such competency shall be deemed permanent, unless the unit member receives an unsatisfactory evaluation in that FSA.

The standard for competency at Monterey Peninsula College for employee-initiated placement in an FSA after initial hire is to have taught or provided service in the FSA for two semesters within the past three years and to have received at least one satisfactory evaluation for such teaching or service.



To retain competency in an employee-initiated FSA, the unit member will have to teach or provide the service in the FSA for two semesters within the most recent three-year period, and to have received at least one satisfactory evaluation of such teaching or service.

The competency standard of “to have satisfactorily taught or provided service ... in the FSA” shall be determined through the evaluation procedure detailed in Section 14.3.4 of this Agreement.

#### **27.4 FSA Applicant’s Responsibility**

It is the FSA applicant’s responsibility to:

- 1) request the necessary evaluation, and,
- 2) for those applicants who will have taught twice in the FSA in the past three years and who will have received at least one satisfactory evaluation in the FSA by the end of the Spring semester, to file an application with the District on or before February 15 to insure that he or she has met the criteria for placement within an FSA.

#### **27.5 District’s Responsibility**

The District is responsible for:

- 1) responding to the request for evaluations by including the teacher in the evaluation process as delineated in Article 14 of this agreement;
- 2) responding to applications for placement in a new FSA in a timely manner, here defined as ten (10) days.

#### **27.6 Administrator Placement Within FSAs**

##### **27.6.1 Administrators with Faculty Tenure**

In cases where an administrator with faculty tenure who was hired before July 1, 1990, is reassigned to teaching or providing service within the unit, he or she will be placed in an FSA where he or she meets the minimum qualifications without meeting the competency standard outlined in section 27.3.2.3. In such situations, every reasonable effort will be made to avoid reassignments which would result in an RIF, or layoff.

An administrator who earned tenure in the District before July 1, 1990, and who is teaching or providing service within the unit as part of his assignment, may be assigned an FSA if he or she meets the three conditions listed above, requests and receives the required evaluation, and applies for placement in the FSA on or before the February 15 deadline. To retain rights to the FSA, the administrator with faculty tenure will have to meet the competency standard outlined above for unit members.

##### **27.6.2 Untenured Administrators**

Administrator hired after June 30, 1990, should they be reassigned to the classroom, shall be assigned FSAs in accordance with the Education Code and the Policy and Procedures on Administrator Reassignment as faculty Member.

#### **27.7 Right to Grieve**

Any dispute arising from an allegation that a faculty member has been improperly denied a faculty service area shall be classified and procedurally addressed as a grievance.

**27.8 FSA Update**

The District and MPCTA agree to update the list of faculty service areas (FSAs) and will take appropriate action to do so. A subcommittee will be appointed to update the list of faculty service areas. The subcommittee will consist of two representatives appointed by MPCTA and two representatives appointed by the Superintendent/President. The subcommittee will develop a recommendation regarding the faculty services areas that will be brought back to the table for negotiation.

## ARTICLE 28 - FACULTY PROFESSIONAL DUTIES

### 28.1 Faculty Role

Faculty have a unique and significant role at Monterey Peninsula College including participation in the participatory governance system. As part of their role, faculty are expected to develop, maintain and update curriculum, deliver instruction, and support student learning; participate in learning assessment, program review and planning; participate in activities related to program and college-accreditation; participate in departmental and campus-wide participatory governance and integrated planning; and provide guidance to students.

### 28.2 General Faculty Responsibilities

All faculty shall be expected to perform the following duties:

- A. Instruct students based on the official Course Outline of Record (COR) and the official student learning outcomes for the program and the course.
- B. Assess and grade student achievement of learning outcomes and submit grades in accordance with established College timelines.
- C. Submit census rosters, positive attendance rosters, and class rosters in accordance with the established College deadlines.
- D. Communicate with students in a timely manner; provide regular and effective contact with students in online classes when assigned.
- E. Participate in the faculty evaluation process as outlined in Article 14.
- F. Participate in training as determined by the law, regulations and/or policy.
- G. Provide services to students in a manner which does not discriminate as to race, ethnicity, religion, color, national origin, disability, age, sex, gender, sexual orientation or marital status.
- H. Teaching faculty assigned to programs that train students for employment in fields which require certification or licensure shall possess and maintain certification or licensure which meets or exceeds that required for employment in the field.
- I. Comply with Governing Board policies, District procedures, accreditation requirements, Chancellor's Office Guidelines, Education Code, Title 5, as well as other procedures and deadlines established through the College's participatory governance process.

### 28.3 Full-time Faculty

In addition to the responsibilities outlined above, Full-time faculty shall meet the following expectations:

- A. Attend and participate in college-wide, campus/center, division, department/unit and program meetings and activities, including committees, sub-committees, task forces, and/or work groups, for those committees of which they are members.
- B. Maintain the currency of courses and programs per the current official "Program and Course Approval Handbook" (PCAH) issued by the California Community Colleges Chancellor's Office and local procedures.

- C. Hold regularly scheduled office hours on campus or, as appropriate, online for the purposes of student advisement.
- D. Participate in compiling, analyzing, and reporting data related to student learning, learning outcomes assessment, program review, student success and retention, and other instructional and non-instructional program outcomes.

<b>ARTICLE 29 - INTELLECTUAL PROPERTY</b>
---

**29.1 Faculty-created Academic Work**

Faculty who create academic work own the copyright for that work so long as it was produced with no more than nominal or incidental use of district resources. Academic works include textbooks, lecture notes and other course materials, literary works, artistic works, musical works, architectural works, and software. Academic works described in this paragraph shall be owned by the employee, even though such works may have been developed within the employee's scope of employment, unless the faculty member and district enter into a specific agreement for a project or initiative where the faculty member receives compensation to create an academic work specifically for the District or otherwise specified in this agreement

**29.2 Intellectual Property**

**29.1.1 Course Outlines of Record**

The official course outline of record for College curriculum is the property of the college regardless of authorship.

**29.1.2 Course Syllabi**

Course syllabi are the intellectual property of the faculty author.

Faculty will provide the Office of Academic Affairs with an electronic copy of the course syllabus for each course taught in a given semester for the following purposes:

- A. Providing syllabi to students for individual course articulation when the faculty member is unavailable.
- B. Providing syllabi as evidence for accreditation reports or in response to other federal, state, or local regulations or investigations.

**29.1.3 Other Instructional Materials**

Intellectual property associated with all other instructional materials created without extraordinary college support is the sole and exclusive property of the creator.

**29.3 Professional Autonomy**

Faculty members have the principal right and responsibility to determine the methods of instruction (including the determination of whether a course should be taught using distance education), the planning and presentation of course materials, and the fair and equitable methods of assessment in their assignment in accordance with the approved curriculum and course outline and the educational mission of the District in accordance with state laws and regulations.

<b>ARTICLE 30 - DISTANCE EDUCATION</b>
--

**30.1 Definition of Distance Education**

For the purpose of this agreement, a "distance education course" is any course that has been approved through college curriculum review/approval processes to have face-to-face class time replaced by distance education.

**30.2 Distance Education Training**

The District shall compensate faculty for the hours of any distance education training required by the College to teach online classes. Compensation for required training will be at the non-instructional rate. Faculty completing training hours during periods of time which are already compensated, such as Flex or reassigned time, will not receive additional compensation.

**30.3 Distance Education Course Development**

Faculty shall be granted one additional teaching load unit for the first semester a course is offered through distance education except in cases where course development time is/was already compensated (i.e. through a grant or special project).

**ARTICLE 31 - DURATION**

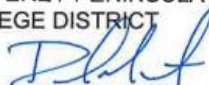

This Agreement between Monterey Peninsula Community College District and Monterey Peninsula College Teachers Association (MPCTA) is effective upon ratification, unless otherwise specified and shall remain in full force and effect from July 1, 2019 through June 30, 2022.

During the term of this Agreement the District and MPCTA agree that negotiations will be closed for the years 2019-20 through 2021-22. However, articles may be reopened with mutual agreement by all parties. This Agreement further closes any remaining obligations to collectively bargain over terms and conditions of employment for all years before the effective period.

This Agreement is made and entered into this 10<sup>th</sup> day of September 2019 between the Monterey Peninsula Community College District and Monterey Peninsula College Teachers Association (MPCTA)/CTA/NEA, an employee organization

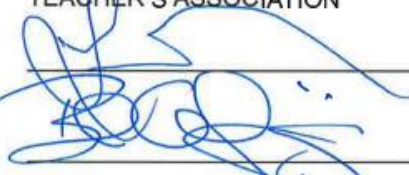
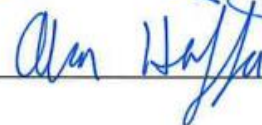
For Monterey Peninsula Community College District

MONTEREY PENINSULA COMMUNITY  
COLLEGE DISTRICT

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

For Monterey Peninsula College Teachers Association (MPCTA)/CTA/NEA

MONTEREY PENINSULA COLLEGE  
TEACHER'S ASSOCIATION

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

**EXHIBITS A – I**



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**SCHEDULE A**  
**SALARY SCHEDULE**  
**FACULTY QUALIFIED BY STATE MINIMUM STANDARDS**

I	II	III	IV	V
Academic Disciplines Requiring a Master's Degree		Master's Degree	BA + 60 Semester Units, including MA	BA + 90 Semester Units, including MA
Occupational Disciplines Requiring a Master's Degree		Master's Degree	Master's Degree + 2 Years Occupational Experience OR Bachelor's Degree + 60 Semester Units, including MA	Master's Degree + 4 Years Occupational Experience OR Bachelor's Degree + 90 Semester Units, including MA
Disciplines <b>NOT</b> Requiring a Master's Degree	Bachelor's Degree + 2 Years Occupational Experience OR Associate's Degree + 6 Years Occupational Experience OR Limited Service Credential, based on Associate's or High School Degree	Bachelor's Degree + 2 Years Occupational Experience + 6 Semester Units in Education OR Master's Degree OR Associate's Degree + 6 Years Occupational Experience + 12 Semester Units in Education	Bachelor's Degree + 2 Years Occupational Experience + 30 Semester Units including 6 Semester Units in Education OR Bachelor's Degree + 4 Years Occupational Experience + 6 Semester Units in Education OR Master's Degree + 2 Years Occupational Experience OR Associate's Degree + 6 Years Occupational Experience + 30 Semester Units including 12 Units in Education	Bachelor's Degree + 2 Years Occupational Experience + 60 Semester Units including 6 Units in Education OR Bachelor's Degree + 4 Years Occupational Experience + 30 Semester Units including 6 Units in Education OR Bachelor's Degree + 6 Years Occupational Experience + 6 Units in Education OR Master's Degree + 4 Years Occupational Experience or Associate's Degree + 6 Years Occupational Experience + 60 Semester Units including 12 Units in Education

Exhibit A-2 Salary Schedule B

**SCHEDULE B  
SALARY SCHEDULE  
FACULTY QUALIFIED BY STATE MINIMUM STANDARDS**

I	II	III	IV	V	VI
Academic Disciplines Requiring a Master's Degree		Master's Degree	BA + 60 Semester Units, including MA	BA + 90 Semester Units, including MA	Earned Doctorate from an accredited institution
Occupational Disciplines Requiring a Master's Degree		Master's Degree	Master's Degree + 2 Years Occupational Experience OR Bachelor's Degree + 60 Semester Units, including MA	Master's Degree + 4 Years Occupational Experience OR Bachelor's Degree + 90 Semester Units, including MA	Earned Doctorate from an accredited institution
Disciplines <b>NOT</b> Requiring a Master's Degree	Bachelor's Degree + 2 Years Occupational Experience OR Associate's Degree + 6 Years Occupational Experience OR Limited Service Credential, based on Associate's or High School Degree	Bachelor's Degree + 2 Years Occupational Experience + 6 Semester Units in Education OR Master's Degree OR Associate's Degree + 6 Years Occupational Experience + 12 Semester Units in Education	Bachelor's Degree + 2 Years Occupational Experience + 30 Semester Units including 6 Semester Units in Education OR Bachelor's Degree + 4 Years Occupational Experience + 6 Semester Units in Education OR Master's Degree + 2 Years Occupational Experience OR Associate's Degree + 6 Years Occupational Experience + 30 Semester Units including 12 Units in Education	Bachelor's Degree + 2 Years Occupational Experience + 60 Semester Units including 6 Units in Education OR Bachelor's Degree + 4 Years Occupational Experience + 30 Semester Units including 6 Units in Education OR Bachelor's Degree + 6 Years Occupational Experience + 6 Semester Units in Education OR Master's Degree + 4 Years Occupational Experience or Associate's Degree + 6 Years Occupational Experience + 60 Semester Units including 12 Units in Education	

**Exhibit A-3 Criteria for Column Placement for Faculty Holding  
CRITERIA FOR COLUMN PLACEMENT FOR FACULTY HOLDING A CALIFORNIA COMMUNITY  
COLLEGE CREDENTIAL**

<i>RESTRICTED CREDENTIALS*</i>		<i>CLEAR CREDENTIALS</i>			<i>(SCHEDULES B &amp; C ONLY)</i>
<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>
Provisional  Limited Service Credential w/o BA	BA & partially fulfilled Instructor Credential** <u>or</u> Limited Service Credential w/BA	BA + 30 semester units <u>or</u> MA and Instructor Credential	MA Included in BA + 60 semester units and Instructor Credential	MA Included in BA + 90 semester units and Instructor Credential	Earned Doctorate from an accredited institution
Special Limited Service	BA + 2 yrs. occupational experience & partially fulfilled Instructor Credential <u>or</u> Limited Service Credential**	BA + 2 yrs. occupational experience & Instructor Credential	BA + 2 yrs. occupational experience*** + 30 semester units & Instructor Credential <u>or</u> MA + 2 yrs. Occupational experience*** & Instructor Credential	BA + 2 yrs. occupational experience*** + 60 semester units & Instructor Credential <u>or</u> MA + 4 yrs. Occupational experience*** & Instructor Credential	
AA + 4 yrs. occupational experience & partially fulfilled Instructor Credential**	AA + 4 yrs. occupational experience & Instructor Credential**	AA + 4 yrs. occupational experience + 30 semester units & Instructor Credential**	AA + 4 yrs. occupational experience + 60 semester units & Instructor Credential**	BA + 4 yrs. occupational experience*** + 30 semester units & Instructor Credential	
High School + 6 yrs. occupational experience & partially fulfilled Instructor Credential	High School + 6 yrs. occupational experience + 30 semester units & Instructor Credential	High School + 6 yrs. occupational experience + 60 semester units & Instructor Credential	High School + 6 yrs. occupational experience + 90 semester units & Instructor Credential	High School + 6 yrs. occupational experience + BA & Instructor Credential	

\* Restricted Credentials are those with limitations as to renewability, amount of load allowable and/or duration of credential.

\*\* Units of professional work required for any California Community College Credential shall, for placement purposes, be counted as applicable to that credential and shall not also be used for subsequent column advancement as semester units required for that column.

\*\*\* Following initial proper placement, advancement to higher columns is determined by completion of accredited college-level credit courses, by earning higher degrees in an accredited institution, or for full-time employees in a related occupational field of employment (approved in advance and earned after the award of the BA degree) by occupational experience. For non-contract hourly employees on Schedule B and C, occupational experience shall apply to initial

placement only + Placement of holders of Eminence Credentials shall correspond to the requirements of the columns.

**Exhibit A-4 Contract Faculty Schedule A**

**Monterey Peninsula Community College District**

**SCHEDULE A – CONTRACT FACULTY**

2019-2020

Effective July 1, 2019

<b>Step</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>Step</b>
<b>1</b>	48,328	52,315	56,299	60,286	64,277	<b>1</b>
<b>2</b>	50,738	54,723	58,708	62,701	66,685	<b>2</b>
<b>3</b>	53,159	57,141	61,129	65,116	69,107	<b>3</b>
<b>4</b>	55,571	59,558	63,545	67,530	71,518	<b>4</b>
<b>5</b>	57,984	61,974	65,955	69,943	73,936	<b>5</b>
<b>6</b>		64,387	68,377	72,371	76,344	<b>6</b>
<b>7</b>		66,818	70,791	74,782	78,773	<b>7</b>
<b>8</b>		69,222	73,213	77,194	81,187	<b>8</b>
<b>9</b>		71,936	75,636	79,617	83,607	<b>9</b>
<b>10</b>		74,757	78,031	82,026	86,021	<b>10</b>
<b>11</b>			80,446	84,449	88,299	<b>11</b>
<b>12</b>			83,311	86,858	90,853	<b>12</b>
<b>13</b>			86,278	89,275	93,263	<b>13</b>
<b>14</b>				91,690	95,679	<b>14</b>
<b>15</b>				94,600	98,102	<b>15</b>
<b>16</b>					100,518	<b>16</b>
<b>17</b>					102,927	<b>17</b>

Notes:

1. Unless approved by the Superintendent/President, and ratified by the Governing Board, the maximum salary at which a new person may be hired is Step 6 in the appropriate column of the schedule.
2. An annual bonus of \$2,998 will be awarded for an earned doctorate from an accredited institution.
3. An annual bonus of \$2,125 will be awarded for multiple master's degrees. Unit members receiving a stipend for an earned doctorate will not be eligible for a multiple master's degrees stipend.
4. Directors with extra responsibility pay will earn an annual stipend of \$1,878.
5. Instructors will earn a work experience stipend of \$75.00 per student unless the student is part of an instructor's load.
6. Per section 16.4.4.3 of the MPCCD/MPCTA agreement, a unit member who has reached the top of any truncated column shall not receive step credit on the next higher column for the years during which he/she was frozen at his/her step on the lower column.

Effective Date: July 1, 2019; 3% increase; 2 additional steps column II, 2 additional steps column III, 1 additional step column IV  
 Board Approved: 9/25/19

**Exhibit A-5 Salary Schedule B1 and B2**

**SCHEDULE B**

2019-2020  
 Effective July 1, 2019  
 Hourly Faculty Salary Schedule

<b>STEP</b>	<b>COLUMN I</b>	<b>COLUMN II</b>	<b>COLUMN III</b>	<b>COLUMN IV</b>	<b>COLUMN V</b>	<b>COLUMN VI</b>	<b>STEP</b>
<b>1</b>	44.48	48.56	52.62	56.69	60.78	64.25	<b>1</b>
<b>2</b>	46.92	50.99	55.02	59.11	63.19	66.73	<b>2</b>
<b>3</b>	49.45	53.52	57.57	61.60	65.66	69.22	<b>3</b>
<b>4</b>	51.87	55.94	59.99	64.10	68.16	71.64	<b>4</b>
<b>5</b>	54.26	58.38	62.48	66.53	70.56	74.14	<b>5</b>
<b>6</b>	56.76	60.92	65.01	69.07	73.13	76.55	<b>6</b>
<b>7</b>	59.26	63.34	67.41	71.50	75.57	79.13	<b>7</b>
<b>8</b>			69.87	73.97	78.07	81.59	<b>8</b>
<b>9</b>			72.39	76.48	80.49	84.08	<b>9</b>
<b>10</b>			74.84	78.95	82.91	86.50	<b>10</b>
<b>11</b>			77.33	81.41	85.31	88.96	<b>11</b>

Effective Date: July 1, 2019 with 3.00% increase for Salary Schedule B  
 Board Approved: 9/25/19

**Exhibit A-6 Non-contract, Hourly Coaching Pay Schedule**

**Monterey Peninsula Community College District**

**Non-Contract, Hourly Coaching Pay Schedule**

Effective July 1, 2019

<b>Stipend</b>	<b>Head Coach</b>
<b>First Year</b>	3,733
<b>Second Year</b>	4,097
<b>Third Year</b>	4,471
<b>Fourth Year</b>	4,855
<b>Fifth Year</b>	5,235
<b>Sixth Year</b>	5,705

**Non-contract, Hourly Head Coach Compensation**

- All non-contract head coaches will receive the following compensation:
  - Compensation for instructional hours assigned for intercollegiate athletics course (i.e. 170 hours) at the appropriate step/column of the hourly salary schedule (B), plus other duties associated with coaching a team sport.
  - A stipend based on the table above.

**Non-contract Assistant Coach Compensation**

- All non-contract assistant coaches will receive a flat stipend of \$5,000

Effective Date: July 1, 2019 with 3.00% increase  
Board Approved: 9/25/19

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## Exhibit C-1 2019-2020 District Calendar

### FALL SEMESTER – August 16, 2019 through December 13, 2019

August 13, 14, and 15	Scheduled Flex Days for Faculty
August 16	Semester Begins
September 2	Labor Day
September 3	Census Day
November 11	Veterans' Day
November 28, 29 and 30	Thanksgiving Holiday
December 9 through 13	Final Exams
December 13	Semester Ends
December 17	Scheduled Flex Day for Faculty
December 24	Christmas Eve Day Observance
December 25	Christmas Day
December 26	In lieu of Cesar Chavez Day
December 27	Admissions Day Alternate Holiday for Classified
December 30	Periodic Holiday
December 31	New Year's Eve ½ Day and Spring Holiday ½ Day Observance
January 1	New Year's Day

### EARLY SPRING – January 2, 2020 through January 24, 2020

January 2	Session Begins
January 24	Session Ends
January 22, 23, 24	Scheduled Flex Days for Faculty; Note: Overlap with Early Spring

### SPRING SEMESTER – January 24, 2020 through May 29, 2020

January 20	Martin Luther King, Jr. Day
January 21, 22, 23	Scheduled Flex Days for Faculty; Note: Overlap with Early Spring
January 24	Semester Begins
February 10	Census Day
February 14	Lincoln's Day Observance
February 17	Washington's Day
March 23 through March 28	Spring Recess
May 18	Final Exams - Monday-only classes
May 25	Memorial Day
May 26 -29	Final Exams - Other classes
May 29	Semester Ends
May 30	Commencement
June 1	Scheduled Flex Day for Faculty

### SUMMER SESSION – June 8, 2020 through July 17, 2020 (Six-Week Session) June 8, 2020 through July 31, 2020 (Eight-Week Session)

June 8	Session Begins
July 4	Independence Day
July 17	End of Six-Week Session
July 31	End of Eight-Week Session

*Faculty are required to be on duty a total of 175.5 days. This calendar has 165 teaching days, 7 scheduled flex days, and .5 day of commencement. Each full-time contractual faculty member teaching census week classes must contract individually for another 3 days of flex time.*

Exhibit C-1 2019-2020 District Calendar

Monterey Peninsula Community College District Calendar 2019-2020

Wk. #	Month	S	M	T	W	Th	F	S	Teaching Days Per Month
<b>FALL SEMESTER – August 16, 2019 through December 13, 2019</b>									
<b>AUGUST</b>									
1		4	5	6	7	8	9	10	
1		11	12	(13)	(14)	(15)	16	17	Scheduled Flex Days – August 13, 14 and 15, 2019
2		18	19	20	21	22	23	24	Semester <b>begin</b> August 16, 2019
2		25	26	27	28	29	30	31	10
<b>SEPTEMBER</b>									
3		1	2*	3	4	5	6	7	Labor Day Observance – September 2, 2019
4		8	9	10	11	12	13	14	CEN SU \$ DAY – September 3, 2019
5		15	16	17	18	19	20	21	
6		22	23	24	25	26	27**	28	**Native American Day Commemoration – September 27
7		29	30						20
<b>OCTOBER</b>									
8		6	7	8	9	10	11	12	
9		13	14	15	16	17	18	19	
10		20	21	22	23	24	25	26	
11		27	28	29	30	31			
<b>NOVEMBER</b>									
12		3	4	5	6	7	8	9	
13		10	11*	12	13	14	15	16	Veteran's Day Observance – November 11, 2019
14		17	18	19	20	21	22	23	
15		24	25	26	27	28*	29*	30	Thanksgiving Holiday – November 28, 29 and 30
16		1	2	3	4	5	6	7	
17		8	9	10	11	12	13	14	Final exams Dec 9 - 13; Semester <b>ends</b> December 13, 2019
		15	16	17	18	19	20	21	
		22	23	24*	25*	26*	27*	28*	11
		29	30*	31*					
									<b>TOTAL 82</b>
<b>EARLY SPRING SESSION – January 2, 2020 through January 24, 2020</b>									
<b>JANUARY</b>									
		5	6	7	8	9	10	11	
		12	13	14	15	16	17	18	
1		19	20*	(21)	(22)	(23)	24	25	MLK Day – January 20, 2020
1		26	27	28	29	30	31		Scheduled Flex Days overlap with Early Spring Session Jan. 22-24
<b>SPRING SEMESTER – January 24, 2020 through May 29, 2020</b>									
<b>FEBRUARY</b>									
1								1	
2		2	3	4	5	6	7	8	CEN SU \$ DAY – February 10, 2020
3		9	10	11	12	13	14*	15*	Lincoln Day Observance – February 14, 2020
4		16	17*	18	19	20	21	22	Washington Day Observance – February 17, 2020
5		23	24	25	26	27	28	29	
6		1	2	3	4	5	6	7	
7		8	9	10	11	12	13	14	
8		15	16	17	18	19	20	21	**Cesar Chavez Day Commemoration – March 31, 2020
		22	23*	24	25	26	27	28	Spring Recess – March 23 - March 28, 2020
9		29	30	31**					17
<b>APRIL</b>									
10		5	6	7	8	9	10	11	
11		12	13	14	15	16	17	18	
12		19	20	21	22	23	24	25	
13		26	27	28	29	30			22
<b>MAY</b>									
14		3	4	5	6	7	8	9	
15		10	11	12	13	14	15	16	Memorial Day Observance - May 25, 2020
16		17	18	19	20	21	22	23	Final exams: Monday-Only Classes May 18
17		24	25*	26	27	28	29	30	Final exams Other Classes May 26-28; Semester <b>ends</b> May 29
		31							Commencement May 30, 2020
									<b>TOTAL 83</b>
<b>SUMMER SESSION – June 8, 2020 through July 17, 2020 (6 week)</b>									
<b>June</b>									
1		7	8	9	10	11	12	13	Scheduled Flex Days June 1, 2020
2		14	15	16	17	18	19	20	Summer session <b>begin</b> June 8, 2020
3		21	22	23	24	25	26	27	
4		28	29	30					
<b>JULY</b>									
5		5	6	7	8	9	10	11	
6		12	13	14	15	16	17	18	Independence Day Observance – July 3, 2020
7		19	20	21	22	23	24	25	End of Six-Week Session – July 17, 2020
8		26	27	28	29	30	31		End of Eight-Week Session – July 31, 2020
<b>August</b>									
		2	3	4	5	6	7	8	

\* Holidays for Classified Staff and Administrators ( ) Non-Teaching Days within Session ( ) Scheduled Flex Days for Faculty  
 \*\* Native American Day/Cesar Chavez Commemoration Board Approved on: 6-23-18  
 Faculty are required to be on duty a total of 175.5 days. This calendar has 165 teaching days, 7 scheduled flex days, and .5 day of commencement.  
 Each full-time contractual faculty member teaching census week classes must contract individually for another 3 days of flex time.

**Exhibit C-2 2020-2021 District Calendar**

**FALL SEMESTER – August 14, 2020 through December 11, 2020**

August 12, 13	Scheduled Flex Days for Faculty
August 14	Semester Begins
August 31	Census Day
September 7	Labor Day
September 25	**Native American Day Commemoration
November 13	Veterans' Day
November 26, 27, and 28	Thanksgiving Holiday
December 7 through 11	Final Exams
December 11	Semester Ends
December 14	Scheduled Flex Day for Faculty
December 24	Christmas Eve Day Observance
December 25	Christmas Day
December 28	In lieu of Cesar Chavez Day
December 29	Admissions Day Alternate Holiday for Classified
December 30	Periodic Holiday
December 31	New Year's Eve ½ Day and Spring Holiday ½ Day Observance
January 1	New Year's Day

**EARLY SPRING – January 4, 2021 through January 22, 2021**

January 4	Session Begins
January 22	Session Ends
January 20, 21, 22	Scheduled Flex Days for Faculty; Note: Overlap with Early Spring

**SPRING SEMESTER – January 25, 2021 through May 28, 2021**

January 18	Martin Luther King, Jr. Day
January 20, 21, 22	Scheduled Flex Days for Faculty; Note: Overlap with Early Spring
January 25	Semester Begins
February 8	Census Day
February 12	Lincoln's Day Observance
February 15	Washington's Day Observance
March 22 through March 27	Spring Recess
March 31	**Cesar Chavez Day Commemoration
May 24 - 28	Final Exams
May 28	Semester Ends
May 29	Commencement
May 31	Memorial Day
June 1	Scheduled Flex Day for Faculty

**SUMMER SESSION – June 7, 2021 through July 16, 2021 (Six-Week Session)  
 June 7, 2021 through July 30, 2021 (Eight-Week Session)**

June 7	Session Begins
July 5	Independence Day Observance
July 16	End of Six-Week Session
July 30	End of Eight-Week Session

*Faculty are required to be on duty a total of 175.5 days. This calendar has 165 teaching days, 7 scheduled flex days, and .5 day of commencement. Each full-time contractual faculty member teaching census week classes must contract individually for another 3 days of flex time.*

**Board Approved June 28, 2019**

Exhibit C-2 2020-2021 District Calendar

Monterey Peninsula Community College District Calendar 2020-2021

Wk. #	Month	S	M	T	W	Th	F	S	Teaching Days Per Month
<b>FALL SEMESTER – August 14, 2020 through December 11, 2020</b>									
<b>AUGUST</b>									
1		2	3	4	5	6	7	8	
1		9	10	11	(12)	(13)	14	15	Scheduled Flex Days – August 12-13, 2020
2		16	17	18	19	20	21	22	Semester <b>begins</b> August 14, 2020
2		23	24	25	26	27	28	29	12
3		30	31						CENSUS DAY – August 31, 2020
3	<b>SEPTEMBER</b>			1	2	3	4	5	
4		6	7*	8	9	10	11	12	Labor Day Observance – September 7, 2020
5		13	14	15	16	17	18	19	
6		20	21	22	23	24	25**	26	**Native American Day Commemoration – September 25, 2020
7		27	28	29	30				21
7	<b>OCTOBER</b>				1	2	3		
8		4	5	6	7	8	9	10	
9		11	12	13	14	15	16	17	
10		18	19	20	21	22	23	24	
11		25	26	27	28	29	30	31	22
12	<b>NOVEMBER</b>	1	2	3	4	5	6	7	
13		8	9	10	11	12	13*	14	Veteran's Day Observance – November 13, 2020
14		15	16	17	18	19	20	21	
15		22	23	24	25	26*	27*	28	Thanksgiving Holiday – November 26, 27 and 28, 2020
16		29	30						18
16	<b>DECEMBER</b>			1	2	3	4	5	
17		6	7	8	9	10	11	12	Final exams <b>Dec 7-11</b> ; Semester <b>ends</b> December 11, 2020
		13	(14)	15	16	17	18	19	Scheduled Flex Day – December 14, 2020
		20	21	22	23	24*	25*	26	9
		27	28*	29*	30*	31*			
									<b>TOTAL 82</b>
<b>EARLY SPRING SESSION – January 4, 2021 through January 22, 2021</b>									
<b>JANUARY</b>									
							1*	2	Early Spring Session <b>begins</b> January 4; ends January 22, 2021
		3	4	5	6	7	8	9	
		10	11	12	13	14	15	16	MLK Day – January 18, 2021
		17	18*	19	(20)	(21)	(22)	23	Scheduled Flex Days overlap with Early Spring Session Jan.20-22
1		24	25	26	27	28	29	30	Spring Semester <b>begins</b> Jan. 25, 2021
<b>SPRING SEMESTER – January 25, 2021 through May 28, 2021</b>									
2	<b>JANUARY</b>	31							
2	<b>FEBRUARY</b>		1	2	3	4	5	6	CENSUS DAY – February 8, 2021
3		7	8	9	10	11	12*	13	Lincoln Day Observance – February 12, 2021
4		14	15*	16	17	18	19	20	Washington Day Observance – February 15, 2021
5		21	22	23	24	25	26	27	18
6		28							
6	<b>MARCH</b>		1	2	3	4	5	6	
7		7	8	9	10	11	12	13	
8		14	15	16	17	18	19	20	
		21	22	23	24	25	26	27	Spring Recess – March 22 - March 27, 2021
9		28	29	30	31**				**Cesar Chavez Day Commemoration – March 31, 2021
9	<b>APRIL</b>				1	2	3		
10		4	5	6	7	8	9	10	
11		11	12	13	14	15	16	17	
12		18	19	20	21	22	23	24	22
13		25	26	27	28	29	30		
13	<b>MAY</b>							1	
14		2	3	4	5	6	7	8	
15		9	10	11	12	13	14	15	Memorial Day Observance - May 31, 2021
16		16	17	18	19	20	21	22	Final exams <b>May 24-28</b> ; Semester <b>ends</b> May 28, 2021
17		23	24	25	26	27	28	29	Commencement <b>May 29, 2021</b>
									<b>TOTAL 83</b>
<b>SUMMER SESSION – June 7, 2021 through July 16, 2021 (6 week)</b>									
<b>MAY</b>									
		30	31*						
<b>JUNE</b>									
1		6	7	(1)	2	3	4	5	Scheduled Flex Days June 1, 2021
2		13	14	15	16	17	18	19	Summer session <b>begins</b> June 7, 2021
3		20	21	22	23	24	25	26	
4		27	28	29	30				Independence Day Observance – July 5, 2021
4	<b>JULY</b>					1	2	3	
5		4	5*	6	7	8	9	10	
6		11	12	13	14	15	16	17	End of Six-Week Session – July 16, 2021
7		18	19	20	21	22	23	24	
8		25	26	27	28	29	30	31	End of Eight-Week Session – July 30, 2021
<b>AUGUST</b>									
		1	2	3	4	5	6	7	

\* Holidays for Classified Staff and Administrators ( ) Scheduled Flex Days for Faculty  
 \*\* Native American Day/Cesar Chavez Commemoration Board Approved June 28, 2019  
 Faculty are required to be on duty a total of 175.5 days. This calendar has 165 teaching days, 7 scheduled flex days, and .5 day of commencement.  
 Each full-time contractual faculty member teaching census week classes must contract individually for another 3 days of flex time.

**Exhibit D-1 Salary Schedule for Extended Work Year**

**SALARY SCHEDULE FOR EXTENDED WORK YEAR\***

Unit members who are assigned services beyond the academic work year shall be compensated in accordance with Article 11 for the following positions:

Dental Assisting Coordinator	5 Days of Pay
Division Chairs	5 Days of Pay
Faculty Senate President	5 Days of Pay
Medical Assisting Coordinator	5 Days of Pay

**EXTRA RESPONSIBILITY PAY**

In accordance with Article 17, extra responsibility pay/Director's pay in the amount of \$1743 for 2006-07 shall be awarded to the following positions:

English & Study Skills Center Director

**Exhibit D-2 Annual Reassigned Time**

**ANNUAL REASSIGNED TIME\***

Employees assigned to perform duties associated with the following positions shall be granted the following Teaching Load Units or reassigned time per year unless otherwise indicated:

<u>POSITION</u>	<u>TLU REASSIGNED PER YEAR</u>
Association Designees as determined by the Association	8.0-12.0 <sup>**/**</sup>
Athletic Director	12.0
Dental Assisting Coordinator	4.0
English Department Chairperson	6.0
Faculty Senate President	12.0 <sup>**</sup>
Other (to be reassigned by Senate President with approval of Vice President of Academic Affairs or Vice President of Student Services.	6.0 <sup>**</sup>
President's Advisory Group Faculty Tri-Chair	6.0
Gentrain Coordinator	3.25
Full-time Head Coach for all sports	7.5
"Grandfather" Provision for Assistant Coach Basketball (Spring)	1.5
Medical Assisting Coordinator	4.0

ADJUNCT FACULTY GOVERNANCE ASSIGNMENTS

As assigned and determined solely by the Academic Senate President (or designee), stipends may be paid to adjunct faculty for service on shared governance committees. Pay is by stipend and will not exceed the total allocation indicated. Allocation determinations are not subject to the grievance process.	\$2,240 total allocation per year
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\* Extended duty and/or annual reassigned time may be adjusted or authorized for other positions by the Vice President based upon program need. The Association shall be notified of any such adjustment.

\*\* If an adjunct faculty member is chosen by the Academic Senate or the Association to fill a position for which a full-time faculty member would have received reassigned time, the reassigned TLUs shall be converted to work hours using the conversion factor 1 TLU = 2 work hours per week, which shall be paid to the adjunct faculty member from Schedule C2. This conversion factor is intended for the sole use of converting TLUs specifically assigned to and allocated by the Academic Senate and the Association in Exhibit D, and shall be used for no other purpose unless expressly so stated elsewhere in the contract.

\*\*\* Association reassigned TLUs per year will be reduced to 8.0 in years where contract negotiations do not take place.

**Exhibit E Professional Growth Policy for Schedules B**

**SCHEDULE B - PROFESSIONAL GROWTH POLICY**

To progress beyond step three and every four steps thereafter, the hourly temporary instructor must complete a professional growth requirement. Except for option 6, the professional growth requirement may be satisfied by the equivalent of 48 hours or more over a four-step period in any of the following ways:

1. Sixty Clock Hour University of California Teacher Training Course. Twelve hours of this course may apply toward the next professional growth requirement. (Note: This course may not be used to meet professional growth requirements if required for clear credential.)
2. Workshops administered by the District which are designated to meet the professional growth requirement.
3. Updating materials such as tapes, syllabi, and other materials used in courses taught by the instructor, under the supervision of the appropriate division chairperson and with division chairperson verification of hourly equivalency.
4. Licensing and relicensing requirements met in professional field (e.g. accountancy, nursing, real estate, law, etc.).
5. Three semester units (or equivalent quarter units) from an accredited\* institution of higher education in work related to the employee's teaching field or area of service.
6. Continuance and advancement in a field of employment directly related to the teaching assignment may be equated on an individual basis by the appropriate dean to meet the professional growth requirement.

\*Accredited Institution. Any institution which is formally recognized as being accredited by one of the six regional accrediting associations of the Council on Post Secondary Accreditation (COPA).

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**Exhibit F Supplemental Workload Factors**

**SUPPLEMENTAL WORKLOAD FACTORS**

The following factors supplement Article 15 – Workload.

**HUMANITIES DIVISION**

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*English 1A, 1B, 2:* 3 Hours Lecture  
(Includes 1.5 TLU's for Grading\*) = 4.5 TLU's

*English 111:* 4 Hours Lecture  
(Includes 0.75 TLU for Grading\*) = 4.75 TLU's

*English 301*  
(Includes 0.75 TLU for Grading\*) = 4.75 TLU's

**\*Class Limit for English courses receiving a grading factor is 32, with the exception of English 301 and 302 (class limit is 28).**

*English as a Second Language 342*  
(Includes 0.75 TLU for Grading) = 5.5 TLU's

*English as a Second Language 343*  
(Includes 0.75 TLU for Grading) = 5.25 TLU's

*Philosophy 6*  
(Includes 1.5 TLU for Grading) = 4.5 TLU's

**LIFE SCIENCES DIVISION**

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Team Teaching: Each member of the team receives TLU's equal to that fraction of the course which he or she actually teaches plus 0.5 TLU for each other lecture hour attended.

**KINESIOLOGY DIVISION**

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No assignment of extra TLU's for preparations. Article 15.6.4.2, Number of Preparations, does not apply.

**PHYSICAL SCIENCES DIVISION**

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An additional 1.0 TLU for grading is given for each Mathematics course numbered 1-99 in the College Catalog.

*Chemistry 12A and 12B:* Equipment and instrument coordination in laboratory = 1.0 TLU

**SOCIAL SCIENCE DIVISION**

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No supplemental factors.

## Exhibit G-1 A Guide for Faculty Self-Evaluation

### A GUIDE FOR FACULTY SELF-EVALUATION

Please respond to the following prompts, you may wish to discuss some aspects of your work that are not addressed below; please feel free to do so.

The questions are divided into two sections. Part-time temporary faculty may consider Part B optional.

- Part A is classroom and student related. Please respond to the prompts that are appropriate to your assignment.
- Part B is related to the kind of professional development, scholarly endeavors, and creative work that you have been involved in since your last evaluation.

Please attach copies of your syllabi, course outlines, and other materials used in the classes you are teaching this semester, and/or comparable materials used in any other services that you perform.

If you have a non-instructional assignment, provide a self-evaluation appropriate to that assignment.

#### Part A

##### **Instructional faculty respond to each of the following prompts:**

- Describe the teaching techniques that you typically use parentheses (e.g. lecture, discussion, group activities, inquiry, role-playing, AV, etc.)
- As appropriate to your assignment, describe your participation in course SLO assessment, program of study SLO assessment, service area outcome assessment, program reflections, and if you are a full-time faculty member, program review. How have you use the results of your outcomes assessment to improve your teaching (for example have you tried to make new teaching have you tried new teaching techniques, new use new tools, included in lecture topics, etc.? If so why did you make the change (s)?)
- How are diversity and inclusiveness incorporated into your course content?
- How do you provide information about services on campus which may benefit be of benefit to your students?

##### **Non-instructional faculty respond to each of the following prompts:**

- Describe the services that you provide and discuss how they support student learning (directly or indirectly).
- As appropriate to your assignments describe your participation in course SLO assessment, program of study SLO assessment, service area outcomes assessment, program reflections, and if you are a full-time faculty member2 program review. How have you use the results of your outcomes assessment to improve the services you provide? (For example, have you tried new tools or approaches, etc.? If so, why did you make the change (s)?)
- How are diversity and inclusiveness incorporated into your services?
- How do you provide information about services not in your area which may be of benefit to your students?

**Part B (Optional for part-time faculty)**

- Have any changes in assignments such as word changes or changes in distribution of duties occurred since your last evaluation? If so how did you prepare for these changes?
- Do you coordinate any department or division activities? If so, please describe.
- Describe the campus and community activities in which you are involved outside the classroom (e.g. campus committees you serve on, research projects, liaison with the community or local schools, etc.).
- What have you participated in since your last evaluation that was specifically directed at staying current in your area or discipline, at continuing your professional growth?
- What other activities have you engaged in (again, since your last evaluation) which have contributed to your creative professional or scholarly endeavor at MPC?
- Considering your service assignment is anything you'd like to do differently the next three years? What equipment and support services would you need to accomplish such plans?
- What would you consider to be your greatest strengths and greatest challenges?

**Exhibit G-2 Student Evaluation Form**  
**STUDENT EVALUATION FORM**  
**PAGE 1**

**STUDENT EVALUATION OF INSTRUCTOR**



INSTRUCTIONS: Using the scale to the left, rate the instructor of this course from "excellent" to "poor." Using a #2 pencil, completely shade in the bubble that best indicates your choice. Erase any changes completely. Thank you.

- Excellent (5)
- Above average (4)
- Average (3)
- Below average (2)
- Poor (1)

**INSTRUCTOR PREPARATION**

- (5) (4) (3) (2) (1) Course/class expectations clearly defined (e.g., attendance, grading, assignments)
- (5) (4) (3) (2) (1) Classes well-prepared and logically organized
- (5) (4) (3) (2) (1) Uses the full class period

**INSTRUCTIONAL METHODS**

- (5) (4) (3) (2) (1) Knowledge of the subject
- (5) (4) (3) (2) (1) Communicates the subject clearly and effectively
- (5) (4) (3) (2) (1) Enthusiasm for the subject
- (5) (4) (3) (2) (1) Tests, assignments, and/or materials are relevant to the course

**STUDENT ASSESSMENT**

- (5) (4) (3) (2) (1) Graded assignments/tests returned in a reasonable time
- (5) (4) (3) (2) (1) Helpfulness of feedback on assignments/tests
- (5) (4) (3) (2) (1) Assignments/tests measure knowledge and learning

**INTERACTION WITH STUDENTS**

- (5) (4) (3) (2) (1) Ability to stimulate thought
- (5) (4) (3) (2) (1) Shows respect to students
- (5) (4) (3) (2) (1) Encourages student participation and discussion
- (5) (4) (3) (2) (1) Responsive to student questions and comments
- (5) (4) (3) (2) (1) Considerate of students of diverse background (e.g., gender, culture, age, disability)
- (5) (4) (3) (2) (1) Approachability of instructor if help is needed

**RECOMMENDATION**

- (5) (4) (3) (2) (1) Your recommendation of this instructor to other students.

Please provide written comments on the other side; they are very important in the evaluation of your instructor. Carefully bubble in the 13-digit code of this class provided on the board for you.

■	0 0 0	0 0 0 0	0 0 0 0	0 0
■	1 1 1	1 1 1 1	1 1 1 1	1 1
■	2 2 2	2 2 2 2	2 2 2 2	2 2
■	3 3 3	3 3 3 3	3 3 3 3	3 3
■	4 4 4	4 4 4 4	4 4 4 4	4 4
■	5 5 5	5 5 5 5	5 5 5 5	5 5
■	6 6 6	6 6 6 6	6 6 6 6	6 6
■	7 7 7	7 7 7 7	7 7 7 7	7 7
■	8 8 8	8 8 8 8	8 8 8 8	8 8
■	9 9 9	9 9 9 9	9 9 9 9	9 9

**STUDENT EVALUATION FORM**  
**PAGE 2**

Describe the strengths of this instructor. Try to be specific and give examples.

What suggestions for improvement would you make for the next time the instructor teaches this class?

What do you think of the textbook and/or class materials?

**Exhibit H-1 Grievance Form**



**FORMAL WRITTEN GRIEVANCE  
MPCTA**

**IMPORTANT:** See Article 6 of the *Agreement between Monterey Peninsula Community College District and Monterey Peninsula College Teachers Association (MPCTA)/CTA/NEA* for important details and timelines.

ALL PORTIONS OF THIS SECTION MUST BE COMPLETED BY GRIEVANT.

Grievance to be adjudicated by (check one):

<input type="checkbox"/> <input type="checkbox"/> <b>Level I</b> (First level administrator) (Superintendent/President) Associate Dean or Dean	<input type="checkbox"/> <input type="checkbox"/> <b>Level II</b> (Vice President) Grievance involves action or inaction by a Level I administrator administrator	<input type="checkbox"/> <input type="checkbox"/> <b>Level II</b> Grievance involves action by a Level II
--	--	---

- Name of Grievant \_\_\_\_\_
- Date of the act or circumstances giving rise to the grievance \_\_\_\_\_
- Date that the grievant had knowledge of the act or circumstances giving rise to the grievance:  
\_\_\_\_\_
- If the two above dates differ, explain why: \_\_\_\_\_  
\_\_\_\_\_
- Date of informal conference with appropriate administrator: \_\_\_\_\_
- Informal conference held with (name and title of administrator): \_\_\_\_\_  
\_\_\_\_\_
- Date decision received from administrator following informal conference: \_\_\_\_\_
- Formal statement of grievance: (Attach additional sheets if this space is insufficient.)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Specific article and section(s) of the Agreement alleged to have been violated, misapplied, or misinterpreted:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. Why the administrator's resolution proposed at the informal conference is unacceptable:

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11. Remedy sought: \_\_\_\_\_

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Date: \_\_\_\_\_ Signature of Grievant \_\_\_\_\_

This formal grievance must be filed with the Office of Human Resources within 15 days after the informal conference.

Copies:

\_\_\_\_\_ Administrator

\_\_\_\_\_ MPCTA

### DECISION

To be communicated by the appropriate level administrator to Human Resources within 10 days of receiving this written grievance.

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Date: \_\_\_\_\_ Signature of Administrator \_\_\_\_\_

Copies:

\_\_\_\_\_ Grievant

\_\_\_\_\_ MPCTA

**Exhibit H-2 Grievance Appeal Form**



**GRIEVANCE APPEAL  
MPCTA**

**IMPORTANT:** See Article 6 of the *Agreement between Monterey Peninsula Community College District and Monterey Peninsula College Teachers Association (MPCTA)/CTA/NEA* for important details and timelines.

ALL PORTIONS OF THIS SECTION MUST BE COMPLETED BY GRIEVANT.

Appeal from the decision by (check one):

- The Level I Administrator**
- The Vice President regarding the Level I Appeal**
- The Level II Administrator**

Appeal to (check one):

- Vice President**
- Superintendent/President**

The appeal must be filed with the Office of Human Resources within 10 days of receipt by the decision from the previous level.

1. Name of Grievant \_\_\_\_\_
2. Attach copies of the original grievance, any amendments and/or any written communication concerning the grievance.
3. Date decision received from previous level: \_\_\_\_\_
4. Statement of reasons for appeal: (Attach additional sheets if this space is insufficient.)

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

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

\_\_\_\_\_  
Signature of Grievant

Copies:

\_\_\_\_\_ Vice President or Superintendent/President, as applicable

\_\_\_\_\_ MPCT



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**Exhibit I Listing of Faculty Service Areas**

**FACULTY SERVICE AREAS (FSA) LIST**

AcSupCtr	IDS-AJ/WS
A.J.	IDS-Eth/Hist
Anthro	IDS-Eth/PolySci
Art	IDS-GEN
Auto	IDS-H/SS
Avia	IDS-SSS
Biol	IDS-WS/Art/H
Bus	IDS-WS/Couns
Chem	IDS-WS/Hist
ChildDev	IDS-WS/Ph
Coach	IDS-WS/Ph/H
ConstTec	IDS-WS/PolySci
Counsel	IDS-WS/Psyc
Dance	IDS-WS/Soc
Dental	IDS-WS/Ph
Drama	Int.Dsgn
Earth	IntStu
Econ	Libr
EltrTec	MathBA
Engl	MathDev
Engl/SS	MathSS
Engr	MathEngr
EngrTec	MedAsst
ESL	Music
Ethnic	P.E.
Fam/Cons	Phil
Fashion	Photo
Film	Phy/Astr
Fire	PolySci
Fit	Psych
Foreign	R.Estate
Geog	Sail
Hist	Sign
Hlth	Soc
HlthSvs-Nurs	Soc.Sci
Hort	Soc/Psyc
HortSP	Spch
Htl/Mtl	SpecEd
Humanities	Train
IDS-A/ES/WS	Trvl
	WS

COURSE NUMBER	TITLE	DISCIPLINE	FSA
A.J. 101	Introduction	A.J.	A.J.
A.J. 102	Comm. & Human Relations	A.J.	A.J.
A.J. 107	Criminal Law	A.J.	A.J.
A.J. 108	Instit. Corrections	A.J.	A.J.
A.J. 201	Criminal Procedures	A.J.	A.J.
A.J. 202	Introduction to Evidence	A.J.	A.J.
A.J. 203	Police Field Operations	A.J.	A.J.
A.J. 205	Writing for Criminal Justice	A.J.	A.J.
A.J. 207	Introduction to Corrections	A.J.	A.J.
A.J. 210	Introduction Judicial Process	A.J.	A.J.
A.J. 214	Fingerprinting	A.J.	A.J.
A.J. 216	Introduction to Investigation	A.J.	A.J.
A.J. 220	Juvenile Law & Procedure	A.J.	A.J.
A.J. 224	Police Defense Tactics	A.J.	A.J.
A.J. 227	Introduction Private Security	A.J.	A.J.
A.J. 230	Firearms	A.J.	A.J.
A.J. 310	Management & Media Rel.	A.J.	A.J.
Anthr 100	Intro to Anthro (Video)	Anthro	Anthro
Anthr 101	Intro to Physical Anthro	Anthro	Anthro
Anthr 102	Intro to Physical Anthrol	Anthro	Anthro
Anthr 103	Intro Archae & Prehist.	Anthro	Anthro
Anthr 120	North American Indians	Anthro	Anthro
Anthr 121	Ancient Mex. & Cent. Am.	Anthro	Anthro
Anthr 122	Cultures of Africa	Anthro	Anthro
Art 100	Introduction to the Arts	Art	Art
Art 101	History Western Art I	Art	Art
Art 102	History Western Art II	Art	Art
Art 103	History Western Art III	Art	Art
Art 114	Survey of American Art	Art	Art
Art 115	Art of Primitive Peoples	Art	Art
Art 117	Survey of Asian Art	Art	Art
Art 119	History of Architecture	Art	Art
Art 120	Design I: Two-dimensional	Art	Art
Art 121	Design II: Three Dimensional	Art	Art
Art 122	Color Fundamentals	Art	Art
Art 130	Drawing & Composition	Art	Art
Art 132	Drawing & Composition II	Art	Art
Art 133	Sketch I	Art	Art
Art 134	Sketch II	Art	Art
Art 136	Figure Drawing I	Art	Art
Art 137	Figure Drawing II	Art	Art
Art 138	Landscape Drawing & Painting	Art	Art
Art 140	Ceramics I: Handbuilding	Art	Art
Art 142	Ceramics II: Wheel Throwing	Art	Art
Art 143	Intermediate Ceramics	Art	Art
Art 144	Intro. to Glaze Experimentation	Art	Art
Art 170	Painting: Watercolor I	Art	Art
Art 171	Painting: Watercolor II	Art	Art
Art 173	Painting: Oils	Art	Art
Art 174	Painting: Acrylics	Art	Art
Art 175	Introduction to Printmaking	Art	Art
Art 176	Introduction to Monotypes	Art	Art

Art 180	Introduction to Sculpture	Art	Art
Art 182	Ceramic Sculpture	Art	Art
Art 183	Figure Sculpture	Art	Art
Art 217	Creative Child. Art	Art	Art
Art 218	Gallery Management	Art	Art
Art 220	Graphic Design I	Art	Art
Art 221	Graphic Design II	Art	Art
Art 228	Art Materials & Uses	Art	Art
Art 239	Drawing Practicum	Art	Art
Art 240	Introduction to Ceramic Production	Art	Art
Art 241	Ceramic Surface Design	Art	Art
Art 243	Alternative Throwing Techniques	Art	Art
Art 245	Introduction to Glaze Calculation	Art	Art
Art 248	Primitive Pottery	Art	Art
Art 249	Ceramic Practicum	Art	Art
Art 250	Introduction to Jewelry and Metal Arts	Art	Art
Art 251	Introduction to Enameling	Art	Art
Art 252	Introduction to Lapidary	Art	Art
Art 253	Basic Gemology	Art	Art
Art 254	Basic Stone Setting	Art	Art
Art 259	Jewelry Practicum	Art	Art
Art 260	Weaving I	Art	Art
Art 263	Weaving II	Art	Art
Art 269	Weaving Practicum	Art	Art
Art 272	Introduction to Painted Finishes	Art	Art
Art 279	Painting Practicum	Art	Art
Astro 110	Introduction to Astronomy	Astro	Astro
Astro 121	Advanced Astronomy	Astro	Astro
AutoTec 200	Introduction to Automotive Technology	Auto	Auto
AutoTec 201	Engine Repair	Auto	Auto
AutoTec 202	Basic Automotive Electricity/Electronics	Auto	Auto
AutoTec 203	Engine Performance	Auto	Auto
AutoTec 204	Advanced Electricity	Auto	Auto
AutoTec 206	Auto Brake & Safety	Auto	Auto
AutoTec 207	Transmission & Transaxle	Auto	Auto
AutoTec 208	Manual Transmission	Auto	Auto
AutoTec 209	Heating & Air Conditioning	Auto	Auto
AutoTec 210	Controls & Fuel Injection	Auto	Auto
AutoTec 211	Steering & Suspension	Auto	Auto
AutoTec 260	Trade Experience	Auto	Auto
AutoTec 310	Clean Air	Auto	Auto
AutoTec 425	Basic Car Care	Auto	Auto
AutoTec 450	Race Car Mechanics	Auto	Auto
AutoTec 451	Advanced Race Car	Auto	Auto
Avia 201	Private Pilot Safety	Avia	Avia
Avia 202	Advanced Aviation	Avia	Avia
Avia 206	Aviation Meteorology	Avia	Avia
Avia 295	Instrument Ground School	Avia	Avia
Antmy 101	General Human Anatomy	Biol	Biol
Antmy 102	General Human Anatomy Lab	Biol	Biol
Antmy 151	Basic Human Anatomy & Physiology	Biol	Biol
Antmy 270	Anatomical Preparations	Biol	Biol
Biol 110	Principles of Biology	Biol	Biol

Biol 112	Botany for Beginners	Biol	Biol
Biol 113	Marine Biology	Biol	Biol
Biol 118	Natural Resource Conservation	Biol	Biol
Biol 121	Concepts in Biology I	Biol	Biol
Biol 122	Concepts in Biology II	Biol	Biol
Biol 160	Humanity & Environment	Biol	Biol
Biol 215	Field Biology & Ecology	Biol	Biol
Biol 230	Natural History of Monterey Bay	Biol	Biol
Gene 110	Introduction to Genetics	Biol	Biol
Micro 201	Applied Microbiology Lecture	Biol	Biol
Micro 202	Applied Microbiology Lab	Biol	Biol
Physl 101	General Human Physiology	Biol	Biol
Physl 102	General Physiology Lab	Biol	Biol
Busmgt 248	Principles of Management (Correspondence)	Mgmt	Bus
Bus 272	Intermediate Typing	Off. Tech	Bus
Bus 101	Financial Accounting	Acctg	Bus
Bus 102	Managerial Accounting	Acctg	Bus
Bus 118	Business Law	Bus	Bus
Bus 201	Introduction to Business	Bus	Bus
Bus 202	Introduction to Business Ownership/Mgmt	Bus	Bus
Bus 204	Business Communication	Bus	Bus
Bus 205	Professional Image	Bus	Bus
Bus 206	Administrative Office Management	Off. Mgmt.	Bus
Bus 208	Business Math	Bus	Bus
Bus 210	Personnel Management	Mgmt	Bus
Bus 212	Business Psychology	Mgmt	Bus
Bus 219	Payroll Recordkeeping	Acctg	Bus
Bus 220	Basic Accounting	Acctg	Bus
Bus 221	Computerized Accounting	Acctg	Bus
Bus 222	Computerized Accounting Applications	Acctg	Bus
Bus 225	Spreadsheet Analysis/Small Business	Acctg	Bus
Bus 226	Text Hand. Microcom.	Off. Tech.	Bus
Bus 240	Basic Income Tax Preparation	Acctg	Bus
Bus 242	Introduction to Financial Planning	Bus	Bus
Bus 245	Principles of Investment	Bus	Bus
Bus 250	Introduction to Marketing	Mktg	Bus
Bus 252	Salesmanship	Mktg	Bus
Bus 254	Advertising	Mktg	Bus
Bus 256	Retail Management I	Bus	Bus
Bus 260	Introduction to Word Processing	Off. Tech.	Bus
Bus 261	Word Processing: Individual	Off. Tech.	Bus
Bus 262	Advanced Word Processing: Individual	Off. Tech.	Bus
Bus 265	Legal Typing: Individual	Off. Tech.	Bus
Bus 266	Legal Terminology	Off. Tech.	Bus
Bus 267	Typing Skills I: Individual	Off. Tech.	Bus
Bus 268	Typing Skills II: Individual	Off. Tech.	Bus
Bus 269/CSIS 269	Keyboard for Computers	Off. Tech.	Bus
Bus 270	Introductory Typing	Off. Tech.	Bus
Bus 270	Introductory Typing I: Individual	Off. Tech.	Bus
Bus 271	Introductory Typing II: Individual	Off. Tech.	Bus
Bus 272	Intermediate Typing I: Individual	Off. Tech.	Bus
Bus 273	Intermediate Typing II: Individual	Off. Tech.	Bus
Bus 274	Advanced Typing I: Individual	Off. Tech.	Bus
Bus 275	Advanced Typing II: Individual	Off. Tech.	Bus

Bus 276	Beginning Shorthand: Gregg	Off. Tech.	Bus
Bus 277	Intermediate Shorthand I: Individual	Off. Tech.	Bus
Bus 278	Intermediate Shorthand II: Individual	Off. Tech.	Bus
Bus 279	ABC Shorthand: Individual	Off. Tech.	Bus
Bus 280	Shorthand Speed Building: Individual	Off. Tech.	Bus
Bus 283	Machine Voice Transcription: Individual	Off. Tech.	Bus
Bus 284	Legal Machine Voice Transcription: Individual	Off. Tech.	Bus
Bus 285	Business Machine Calculation: Individual	Off. Tech.	Bus
Bus 288	Office Procedures	Off. Tech.	Bus
Bus 463	Basic Desktop Publishing: Individual	Off. Tech.	Bus
Bus 464	Introduction to DOS: Individual	Off. Tech.	Bus
CSIS 100	Introduction to Data Processing & Computer Science	CompSci	Bus
CSIS 120	Computer Science – Beginning Programming	CompSci	Bus
CSIS 130	Computer Architecture	CompSci	Bus
CSIS 150	Computer Science – Advanced Programming	CompSci	Bus
CSIS 164	Cobol Programming	CompSci	Bus
CSIS 167	Fortran Programming	CompSci	Bus
CSIS 200	Software Application	CompSci	Bus
CSIS 201	Business Data Processing	CompSci	Bus
CSIS 202	Advanced Business Data Processing	CompSci	Bus
CSIS 203	Database Processing	CompSci	Bus
CSIS 227	Micro Database System	CompSci	Bus
CSIS 260	Data Processing Analysis	CompSci	Bus
CSIS 269/Bus 269	Keyboarding for Computers	CompSci	Bus
CSIS 270	Microcomputer Operating Systems	CompSci	Bus
CSIS 271	Concepts Microcomputer Operating Systems	CompSci	Bus
CSIS 272	Management Computer Operations	CompSci	Bus
CSIS273	Office Local Area Networks	CompSci	Bus
CSIS 294	Business Data Processing Projects	CompSci	Bus
CSIS 298	Computer Science – Computer Projects	CompSci	Bus
Chem 110	Everyday Chemistry	Chem	Chem
Chem 111	Fundamental Chemistry	Chem	Chem
Chem 121	General Chemistry I	Chem	Chem
Chem 122	General Chemistry II	Chem	Chem
Chem 126	Organic Chemistry I	Chem	Chem
Chem 127	Organic Chemistry II	Chem	Chem
Chem 215	Introductory Chemistry: Health Sciences	Chem	Chem
Chem 216	Organic/Biological Chemistry: Health Sciences	Chem	Chem
Chem 251	Chemical Calculations	Chem	Chem
ChildDev 100	Child Development	ChildDev	ChildDev
ChildDev 210	Principles of Working: Young Children	ChildDev	ChildDev
ChildDev 221	Art, Music, Science	ChildDev	ChildDev
ChildDev 222	Language/Perceptual: Motor Play	ChildDev	ChildDev
ChildDev 231	Child, Family, Community	ChildDev	ChildDev
ChildDev 251	Child Development Program	ChildDev	ChildDev
ChildDev 252	Child Development Program II	ChildDev	ChildDev
ChildDev 261	Health, Safety, Nutrition	ChildDev	ChildDev
ChildDev 262	Infant-Toddler Care	ChildDev	ChildDev
ChildDev 263	Exceptional Child	ChildDev	ChildDev
ChildDev 265	Communication Skills: Early Childhood	ChildDev	ChildDev
ChildDev 267	Introduction: High Scope	ChildDev	ChildDev
ChildDev 271	Administration of Child Development Program	ChildDev	ChildDev

ChildDev 451	Child Care	ChildDev	ChildDev
ChildDev 952	Child Care Lab	ChildDev	ChildDev
PE 150	Intercollegiate Basketball – Women	Coach	Coach
PE 154	Intercollegiate Softball	Coach	Coach
PE 156	Intercollegiate Volleyball – Women	Coach	Coach
PE 158	Intercollegiate Tennis – Women	Coach	Coach
PE 160	Intercollegiate Football	Coach	Coach
PE 162	Intercollegiate Basketball – Men	Coach	Coach
PE 166	Intercollegiate Baseball	Coach	Coach
PE 168	Intercollegiate Track	Coach	Coach
PE 172	Intercollegiate Golf	Coach	Coach
PE 174	Intercollegiate Swimming	Coach	Coach
PE 176	Intercollegiate Cross Country	Coach	Coach
PE 180	Introductory Physical Education	Coach	Coach
PE 220	Coaching Youth	Coach	Coach
ConstTec 110	Surveying	ConstTec	ConstTec
ConstTec 270	Inspection Bldgs/Structures	ConstTec	ConstTec
ConstTec 271	Uniform Building Code I	ConstTec	ConstTec
ConstTec 272	Uniform Building Code II	ConstTec	ConstTec
ConstTec 272	Uniform Building Code: Plan Check	ConstTec	ConstTec
ConstTec 276	Uniform Mechanical Code	ConstTec	ConstTec
ConstTec 277	National Electric Code	ConstTec	ConstTec
ConstTec 278	Uniform Plumbing Code	ConstTec	ConstTec
RoofTec 400	Roofing Technology	ConstTec	ConstTec
PE 210	Orientation Athletes	Counsel	Counsel
PersDev 210	College & Career Planning	Counsel	Counsel
PersDev 215	Weight Loss by Mail	Counsel	Counsel
PersDev 500	Orientation to College	Counsel	Counsel
PersDev 510	College & Career Planning	Counsel	Counsel
PersDev 511	Becoming Master Student	Counsel	Counsel
StdSkls 500	Orientation to College	Counsel	Counsel
StdSkls 560	Academic Strategies EOPS	Counsel	Counsel
COOP WE 400	Career Development Seminar	Counsel	Counsel
Dance 100	Introduction to Dance	Dance	Dance
Dance 101	Modern Dance I	Dance	Dance
Dance 102	Modern Dance II	Dance	Dance
Dance 110	Jazz Dance I	Dance	Dance
Dance 111	Jazz Dance II	Dance	Dance
Dance 112	Jazz Dance III	Dance	Dance
Dance 120	Ballet I	Dance	Dance
Dance 121	Ballet II	Dance	Dance
Dance 122	Ballet III	Dance	Dance
Dance 130	Intro Choreography	Dance	Dance
Dance 170	Tap Dance I	Dance	Dance
Dance171	Tap Dance II	Dance	Dance
Dance 180	Dance Production	Dance	Dance
Dance 181	Introduction to Repertory	Dance	Dance
Dental 200	Introduction to Dental Careers	Dental	Dental
Dental 201	Dental Anatomy	Dental	Dental
Dental 202	Dental Materials	Dental	Dental
Dental 203	Beginning Radiography	Dental	Dental
Dental 204	Introduction to Chairside Assisting	Dental	Dental
Dental 205	Preventive Dentistry	Dental	Dental
Dental 206	Supervised Clinical Experience I	Dental	Dental

Dental 210	Dental Specialties	Dental	Dental
Dental 211	Dental Pharmacology/Oral Pathology	Dental	Dental
Dental 212	Office Management	Dental	Dental
Dental 213	Intermediate Radiography	Dental	Dental
Dental 214	Supervised Clinical Experience II	Dental	Dental
Dental 215	Advanced Chairside Assisting/Expanded Duties	Dental	Dental
Dental 315	Registered Dental Assisting: Review and Preparation	Dental	Dental
Drama 100	Drama Appreciation	Drama	Drama
Drama 101	Introduction to Dramatic Literature I	Drama	Drama
Drama 102	Introduction to Dramatic Literature II	Drama	Drama
Drama 107	Writing for Theatre	Drama	Drama
Drama 111	Basic Voice Training	Drama	Drama
Drama 115	Beginning Acting	Drama	Drama
Drama 117	Advanced Acting	Drama	Drama
Drama 118	Mime	Drama	Drama
Drama 119	Oral Interpretation	Drama	Drama
Drama 121	Theatre Workshop I	Drama	Drama
Drama 122	Theatre Workshop II	Drama	Drama
Drama 123	Stage Lighting	Drama	Drama
Drama 124	Beginning Costuming	Drama	Drama
Drama 125	Make-Up	Drama	Drama
Drama 130	Chamber/Readers Theatre	Drama	Drama
Drama 131	Acting Improvisation	Drama	Drama
Drama 135	Musical Comedy Workshop	Drama	Drama
Drama 140	Play Production – Comedy	Drama	Drama
Drama 141	Play Production – Dramatic	Drama	Drama
Drama 142	Play Production – Musical	Drama	Drama
Drama 143	Play Production – Classical	Drama	Drama
Drama 151	Elementary Directing	Drama	Drama
Drama 152	Advanced Directing	Drama	Drama
Drama 160	Experimental Theatre – Original	Drama	Drama
Drama 161	Experimental Theatre – Comedy	Drama	Drama
Drama 162	Experimental Theatre – Dramatic	Drama	Drama
Drama 163	Experimental Theatre – Classical	Drama	Drama
Drama 175	Acting Workshop – Advanced Comedy	Drama	Drama
Drama 176	Acting Workshop – Advanced Dramatic	Drama	Drama
Drama 177	Acting Workshop – Advanced Musical	Drama	Drama
Drama 178	Acting Workshop – Advanced Classical	Drama	Drama
Drama 179	Technical Workshop	Drama	Drama
Drama 226	Theatre Management	Drama	Drama
Drama 232	Acting for the Camera	Drama	Drama
Drama 233	Stage Combat	Drama	Drama
Drama 299	Field Study in Drama	Drama	Drama
Geol 110	Introductory Geology	Earth	Earth
Ocen 110	Introductory Oceanography	Earth	Earth
Econ 100	American Economic System	Econ	Econ
Econ 101	Principles of Economics: Macro	Econ	Econ
Econ 102	Principles of Economics: Micro	Econ	Econ
Econ 103	Current Economic Issues	Econ	Econ
Elec 200	Introduction to Electronics	EltrTec	EltrTec
Elec 202	Auto Electric/Electronics	EltrTec	EltrTec
Elec 203	Elec Assembly & Rework	EltrTec	EltrTec



Elec 212	Analog Circuits	EltrTec	EltrTec
Elec 220	Digital Circuits	EltrTec	EltrTec
Elec 222	Microprocessor System Development	EltrTec	EltrTec
Elec 224	Troubleshooting Electronic Systems	EltrTec	EltrTec
Elec 210	AC/DC Circuits	EltrTec	EltrTec
Bus 203	Business English	Engl	Engl
Comm 260/Engl 260	Language of Persuasion	Engl	Engl
Engl 101	Composition	Engl	Engl
Engl 102/WS 102	Literature/Composition	Engl	Engl
Engl 105	Creative Writing I	Engl	Engl
Engl 106	Creative Writing II	Engl	Engl
Engl 112	Introduction to Short Story	Engl	Engl
Engl 113	Science Fiction	Engl	Engl
Engl 114	The Novel	Engl	Engl
Engl 116	Introduction to Poetry	Engl	Engl
Engl 120	The Bible as Literature	Engl	Engl
Engl 122	Introduction to Shakespeare	Engl	Engl
Engl 125	Soviet Russian Literature	Engl	Engl
Engl 131	Classic American Authors	Engl	Engl
Engl 132	Writers of Modern America	Engl	Engl
Engl 144	Masterpieces of Literature I	Engl	Engl
Engl 145	Masterpieces of Literature II	Engl	Engl
Engl 156	Survey of British Literature I	Engl	Engl
Engl 157	Survey of British Literature II	Engl	Engl
Engl 200	Writing with Computers	Engl	Engl
Engl 201	English Communication	Engl	Engl
Engl 205	Study of English Grammar	Engl	Engl
Engl 210	American Humor and Comedy	Engl	Engl
Engl 260/Comm 260	Language of Persuasion	Engl	Engl
Engl 281	Tutoring in English Skills	Engl	Engl
Engl 500	Individual Study/English Skills	Engl	Engl
Engl 501	Reading, Writing, Reasoning	Engl	Engl
Engl 510	Academic Skills	Engl	Engl
Engl 521	Effective Writing Skills	Engl	Engl
Engl 550/ESL 550	Lindamood	Engl	Engl
ESL 550/Engl 550	Lindamood: Spelling/Reading	Engl	Engl
W.S. 102/Engl 102	Literature/Composition – Women	Engl	Engl
Engl 207	Reading Strategies	Read	Engl
Engl 520	Effective Reading Skills	Read	Engl
StdSkls 510	Communicating in College -- EOPS	Engl	Engl/SS
Engr 100	Introduction to Engineering	Engr	Engr
Engr 120	Engineering Graphics/Descriptive Geometry	Engr	Engr
Engr 130	Engineering Statics	Engr	Engr
Engr 140	Engineering Circuits	Engr	Engr
Draft 110/Engr 110	Surveying	EngrTec	EngrTec
Draft 200	Introduction to Drafting	Draft	EngrTec
Draft 209	Introduction to Pictorial Drawing	Draft	EngrTec
Draft 210	Pictorial Drawing: Architectural/Technical	Draft	EngrTec
Draft 211	Technical Blueprint Reading	Draft	EngrTec
Draft 212	Architectural Blueprint Reading	Draft	EngrTec
Draft 215	Introduction to CAD	Draft	EngrTec
Draft 216	Advanced CAD	Draft	EngrTec
Draft 222	Technical Drawing	Draft	EngrTec
Draft 223	Descriptive Geometry	Draft	EngrTec

Draft 271	Introduction to Architectural Drafting	Draft	EngrTec
Draft 272	Architectural Working Drawings/Specifications	Draft	EngrTec
Engr 110/Draft 110	Surveying	EngrTec	EngrTec
ESL 101	Composition	ESL	ESL
ESL 102	Literature/Composition	ESL	ESL
ESL 110	Intermediate Composition for ESL	ESL	ESL
ESL 200	Intermediate Grammar for ESL	ESL	ESL
ESL 215	Reading for ESL	ESL	ESL
ESL 500	English Skills – Learn/Success	ESL	ESL
ESL 510	Intermediate Reading/Writing	ESL	ESL
ESL 516	Speaking/Listening	ESL	ESL
ESL 540	American Culture	ESL	ESL
ESL 561	Beginning English I for ESL	ESL	ESL
ESL 562	Beginning English II for ESL	ESL	ESL
ESL 563	Reading/Pronunciation I	ESL	ESL
ESL 571	Beginning English III for ESL	ESL	ESL
ESL 572	Beginning English IV for ESL	ESL	ESL
ESL 573	Reading/Pronunciation II	ESL	ESL
ESL 900	English Skills/Success/Learning	ESL	ESL
ESL 940	American Culture	ESL	ESL
ESL 950	Lindamood: Spelling/Reading	ESL	ESL
ESL 961	Beginning English I for ESL	ESL	ESL
ESL 962	Beginning English II for ESL	ESL	ESL
ESL 963	Reading & Pronunciation I for ESL	ESL	ESL
ESL 971	Beginning English III for ESL	ESL	ESL
ESL 972	Beginning English IV for ESL	ESL	ESL
ESL 973	Reading & Pronunciation II for ESL	ESL	ESL
Eth 152	Contemporary Political/Social Problems of Afro-Americans	Ethnic	Ethnic
Eth 110	Intercultural Relations in American Society	Ethnic	Ethnic
Eth 149/Hist 149	The African Experience	Ethnic	Ethnic IDS-Eth/Hist
Eth 151/Hist 151	Afro-Americans in American History	Ethnic	Ethnic IDS-Eth/Hist
Eth 161/PolySci 161	Afro-Americans in American Government	Ethnic	Ethnic IDS-Eth/Pol
Eth 105	Afro-American Arts and Jazz	Ethnic	Ethnic
Hist 149/Eth 149	The African Experience	Ethnic	Ethnic IDS-Eth/Hist
Hist 151/Eth 151	Afro-Americans in American History	Ethnic	Ethnic IDS-Eth/Hist
PolySci 161/Eth 161	Afro-Americans in American Government	Ethnic	Ethnic IDS-Eth/Pol
Cloth 115	Textiles	Fam/Cons	Fam/Cons
Cloth 211	Clothing I	Fam/Cons	Fam/Cons
Cloth 213	Tailoring	Fam/Cons	Fam/Cons
Cloth 215	Custom Dressmaking/Alterations	Fam/Cons	Fam/Cons
Cloth 216	Spinning & Dyeing	Fam/Cons	Fam/Cons
Cloth 217	Historic Textiles	Fam/Cons	Fam/Cons
Cloth 218	Flat Pattern Design	Fam/Cons	Fam/Cons
Cloth 219	Pants Pattern Adjustment/Construction	Fam/Cons	Fam/Cons
Cloth 235	Textile Design/Homecrafts	Fam/Cons	Fam/Cons
Cloth 285	Specialized Sewing Options	Fam/Cons	Fam/Cons
F/N 101	Nutrition	Fam/Cons	Fam/Cons

F/N 205	Basic Foods I	Fam/Cons	Fam/Cons
F/N 206	Basic Foods II	Fam/Cons	Fam/Cons
F/N 207	Contemporary Cooking	Fam/Cons	Fam/Cons
F/N 208/HM Mgt 208	Sanitation, Safety, Equipment	Fam/Cons	Fam/Cons
Home Ec 216	Life Management	Fam/Cons	Fam/Cons
HM Mgt 208/FN 208	Sanitation, Safety, Equipment	Fam/Cons	Fam/Cons
Fash 200	Introduction to Fashion	Fashion	Fashion
Fash 201	Fashion Merchandising	Fashion	Fashion
Fash 202	History of Fashion	Fashion	Fashion
Fash 203	Apparel Analysis & Selection	Fashion	Fashion
Fash 205	Professional Image	Fashion	Fashion
Fash 206	Fashion Accessories	Fashion	Fashion
Fash 207	Fashion Promotion	Fashion	Fashion
Fash 210	Personal Color	Fashion	Fashion
Fash 220	Microcomputer Applications in Fashion Merchandising	Fashion	Fashion
Fash 237	Business & Marketing Practices	Fashion	Fashion
Drama 105/Video 105	Film Appreciation	Film	Film
Video 105/Drama 105	Film Appreciation	Film	Film
Video 120	Intro Film/Video	Film	Film
Video 221	Film/Video Production I	Film	Film
Video 222	Film/Video Production II	Film	Film
Video 250	Screen/TV Writing	Film	Film
Video 275	Advanced Film/Video Workshop	Film	Film
FPT 200	Introduction to Fire Technology	Fire	Fire
FPT 201	Fire Behavior & Control	Fire	Fire
FPT 202	Fire Hydraulics	Fire	Fire
FPT 203	Fire Service Communications	Fire	Fire
FPT 210	Command 1A – Command for Company Officers	Fire	Fire
FPT 211	Command 1B – Hazardous Materials Command	Fire	Fire
FPT 212	Management 1 – Management for Company Officers	Fire	Fire
FPT 213	Prevention 1A – Fire Inspection Practices	Fire	Fire
FPT 214	Prevention 1B – Code Enforcement	Fire	Fire
FPT 215	Investigation 1A – Cause & Origin	Fire	Fire
FPT 216	Fire Training Techniques 1A	Fire	Fire
FPT 217	Fire Training Techniques 1B	Fire	Fire
FPT 220	Prevention 1C – Flammable Liquids & Gases	Fire	Fire
FPT 221	Investigation 1B – Investigation Techniques	Fire	Fire
FPT 401	Commanding Initial Response	Fire	Fire
FPT 403	Volunteer Fire Service Management	Fire	Fire
FPT 404	Supervision: Increasing Personal Effectiveness	Fire	Fire
FPT 405	Supervision: Increasing Team Effectiveness	Fire	Fire
FPT 406	Conducting Basic Fire Inspections	Fire	Fire
FPT 407	Building Construction	Fire	Fire
FPT 409	Fire/Arson Detection	Fire	Fire
FPT 410	Instructional Techniques for Company Officers	Fire	Fire
FPT 411	Public Fire Education Planning	Fire	Fire
FPT 420	Firefighter 1A	Fire	Fire
FPT 421	Firefighter 1B	Fire	Fire

FPT 422	Volunteer Firefighter	Fire	Fire
FPT 430	Cliff Rescue Techniques	Fire	Fire
FPT 497	Build Const/Non Combustible	Fire	Fire
Dance 182	Dance Aerobics I	Dance	Fit
Dance 183	Dance Aerobics II	Dance	Fit
Dance 186/PE 116	Flexibility/Relaxation Techniques	PE	Fit
Dance 250/PE 250	Fitness Exercise Physiology	PE	Fit
Dance 251/PE 251	Exercise Programming Skills	PE	Fit
Dance 252/PE 252	Fitness/Nutrition/Weight Control	PE	Fit
PE 109	Personal Fitness	PE	Fit
PE 110	Weight Training	PE	Fit
PE 116/Dance 186	Flexibility & Relaxation Techniques	PE	Fit
PE 200	Independent Fitness Program	PE	Fit
PE 250/Dance 250	Fitness Exercise Physiology	PE	Fit
PE 251/Dance 251	Exercise Programming Skills	PE	Fit
PE 252/Dance 252	Fitness/Nutrition/Weight Control	PE	Fit
Chin 110	Elementary Mandarin Chinese I	Foreign	Foreign
Chin 120	Elementary Mandarin Chinese II	Foreign	Foreign
Frnch 110	Elementary French I	Foreign	Foreign
Frnch 120	Elementary French II	Foreign	Foreign
Frnch 130	Intermediate French	Foreign	Foreign
Frnch 140	Advanced French	Foreign	Foreign
Frnch 525	Conversation French I	Foreign	Foreign
Frnch 526	Conversation French II	Foreign	Foreign
Germn 110	Elementary German I	Foreign	Foreign
Germn 120	Elementary German II	Foreign	Foreign
Germn 130	Intermediate German	Foreign	Foreign
Germn 140	Advanced German	Foreign	Foreign
Italn 110	Elementary Italian I	Foreign	Foreign
Italn 120	Elementary Italian II	Foreign	Foreign
Japn 110	Elementary Japanese I	Foreign	Foreign
Japn 120	Elementary Japanese II	Foreign	Foreign
Russ 110	Elementary Russian I	Foreign	Foreign
Russ 120	Elementary Russian II	Foreign	Foreign
Span 110	Elementary Spanish I	Foreign	Foreign
Span 120	Elementary Spanish II	Foreign	Foreign
Span 130	Intermediate Spanish	Foreign	Foreign
Span 140	Advanced Spanish	Foreign	Foreign
Span 225	Spanish Conversation I	Foreign	Foreign
Span 226	Spanish Conversation II	Foreign	Foreign
Span 525	Basic Conversational Spanish I	Foreign	Foreign
Span 526	Basic Conversational Spanish II	Foreign	Foreign
Arab 110	Elementary Arabic I	Foreign	Foreign
Arab 120	Elementary Arabic II	Foreign	Foreign
Geog 101	Introduction to Geography	Geog	Geog
Geog 102	Introduction to Cultural Geography	Geog	Geog
Geog 105	World Regional Geography	Geog	Geog
Geog 106/Econ 106	Economic Geography	Geog	Geog
Econ 106/Geog 106	Economic Geography	Geog	Geog
Hist 115	History of California	Hist	Hist
Hist 117	History of the U.S. I	Hist	Hist
Hist 118	History of the U.S. II	Hist	Hist
Hist 135	History of Russia to 1917	Hist	Hist
Hist 136	History of Russia from 1917 to the Present	Hist	Hist

Hist 148	History of the Middle East: 19 <sup>th</sup> Century to the Present	Hist	Hist
Hist 250	American History	Hist	Hist
Hist 299	Field Study in History	Hist	Hist
Hist 104	History of Western Europe I	Hist	Hist
Hist 105	History of Western Europe II	Hist	Hist
Hist 107	History of Modern England	Hist	Hist
Hist 111	History of Mexico	Hist	Hist
Hlth 104	Healthy Living	Hlth	Hlth
Hlth 155	Advanced First Aid & Emergency Care	Hlth	Hlth
Hlth 305	CPR for Health Professionals	Hlth	Hlth
OH 201	Introduction to Ornamental Horticulture I	Hort	Hort
OH 202	Introduction to Ornamental Horticulture II	Hort	Hort
OH 205	Trees	Hort	Hort
OH 207	Turfgrass Management	Hort	Hort
OH 211	Plant Selection and Placement	Hort	Hort
OH 212	Plant Placement and Propagation	Hort	Hort
OH 225	Landscape Design I	Hort	Hort
OH 226	Landscape Design II	Hort	Hort
OH 255	Irrigation Design and Water Economy	Hort	Hort
OH 315	Integrated Pest Management	Hort	Hort
OH 410	Successful Gardening Techniques I	Hort	Hort
HM Mgt 201	Introduction to Hospitality Industry	Htl/Mtl	Htl/Mtl
HM Mgt 202	Front Office Procedures	Htl/Mtl	Htl/Mtl
HM Mgt 203	Food Service Management	Htl/Mtl	Htl/Mtl
HM Mgt 204	Beverage Service Management	Htl/Mtl	Htl/Mtl
HM Mgt 205	Housekeeping Administration	Htl/Mtl	Htl/Mtl
HM Mgt 211	Sales and Marketing	Htl/Mtl	Htl/Mtl
HM Mgt 227	Hotel/Motel Law	Htl/Mtl	Htl/Mtl
W.S. 130/Eth 130/Anth 130	Women in Cross Cultural Perspective	IDS	IDS-A/ES/WS
W.S. 131/Eth 131/Anth 131	Native American Women	IDS	IDS-A/ES/WS
A.J. 218/W.S. 218	Legal Issues for Women	IDS	IDS-/AJ/WS
W.S. 218/A.J. 218	Women and Law	IDS	IDS-/AJ/WS
Gntrn 111	Gentrain	IDS	IDS-GEN
Gntrn 112	Gentrain	IDS	IDS-GEN
Gntrn 911	Gentrain	IDS	IDS-GEN
Gntrn 912	Gentrain	IDS	IDS-GEN
StdSkls 505	Applied Study Skills	IDS	IDS-H/SS
Hist 161/IDS 161	History of Science: Prehistory Through Newton	IDS	IDS-Hist/Sci
Hist 161/IDS 162	History of Science: Newton to the Present	IDS	IDS-Hist/Sci
IDS 161/Hist 161	History of Science: Prehistory Through Newton	IDS	IDS-Hist/Sci
IDS 162/Hist 162	History of Science: Newton to the Present	IDS	IDS-Hist/Sci
StdSkls 530	Basic Skills for Science (EOPS)	IDS	IDS-SSS
StdSkls 550	Introduction to Science	IDS	IDS-SSS
Art 111/Human 111/W.S. 111	Images of Women in Western Culture	IDS	IDS-WS/Art/H
W.S. 111/Art 111/Human 111	Images of Women in Western Culture	IDS	IDS-WS/Art/H
Human 111/Art 111/W.S. 111	Images of Women in Western Culture	IDS	IDS-WS/Art/H

Hist 120/W.S. 120	Women in American History	IDS	IDS-WS/Hist
Hist 121/W.S. 121/IDS 121	Women in History	IDS	IDS-WS/Hist
IDS 121/W.S. 121/Hist 121	Women in History	IDS	IDS-WS/Hist
W.S. 120/Hist 120	Women in American History	IDS	IDS-WS/Hist
W.S. 121/IDS 121/Hist 121	Women in History	IDS	IDS-WS/Hist
Phil 241/W.S. 241	Women and Religion	IDS	IDS-WS/PH
Human 140/Phil 140/W.S. 140	Introduction to Feminist Theory	IDS	IDS-WS/Ph/H
Phil 140/W.S. 140/Human 140	Introduction to Feminist Theory	IDS	IDS-WS/Ph/H
S.S. 140/Phil 140/Human 140	Introduction to Feminist Theory	IDS	IDS-WS/Ph/H
PolySci 110/W.S. 110	Women in Politics	IDS	IDS-WS/PolySci
W.S. 110/PolySci 110	Women in Politics	IDS	IDS-WS/PolySci
W.S. 106/Psych 106	Psychology of Women	IDS	IDS-WS/Psyc
Psych 106/W.S. 106	Psychology of Women	IDS	IDS-WS/Psyc
W.S. 104/Soc 104	Women/Men in Contemporary Society	IDS	IDS-WS/Soc
Soc 104/W.S. 104	Women/Men in Contemporary Society	IDS	IDS-WS/Soc
W.S. 241/Phil 241	Women and Religion	IDS	IDS/WS/Ph
Int.Dsgn 200	Interior Design I	Int.Dsgn	Int.Dsgn
Int.Dsgn 201	Interior Design II	Int.Dsgn	Int.Dsgn
Int.Dsgn 210	Housing	Int.Dsgn	Int.Dsgn
Int.Dsgn 230	Fundamentals of Lighting	Int.Dsgn	Int.Dsgn
Int.Dsgn 231	Color???????????	Int.Dsgn	Int.Dsgn
Int.Dsgn 232	Color	Int.Dsgn	Int.Dsgn
Int.Dsgn 233	Basic Materials	Int.Dsgn	Int.Dsgn
Int.Dsgn 234	Business Practices	Int.Dsgn	Int.Dsgn
Int.Dsgn 236	Interior Design Practicum	Int.Dsgn	Int.Dsgn
Int.Dsgn 250	Survey of Furniture	Int.Dsgn	Int.Dsgn
Int.Dsgn 251	Contemporary Furniture and Design	Int.Dsgn	Int.Dsgn
Int.Dsgn 275	Interior Design Workshop	Int.Dsgn	Int.Dsgn
Int.Dsgn 300	Interior Design Update	Int.Dsgn	Int.Dsgn
		Libr.Sci	Libr.Sci
		Libr.Sci	Libr.Sci
		Libr.Sci	Libr.Sci
CSIS 140/Math 140	Discrete Mathematics	Math	Math BA
Math 110	Mathematics for General Education	Math	Math BA
Math 113	Trigonometry with College Algebra	Math	Math BA
Math 116	Elementary Statistics	Math	Math BA
Math 117	Finite Mathematics	Math	Math BA
Math 118	Calculus for Biology/Social Science/Business	Math	Math BA
Math 120	Calculus with Analytical Geometry I	Math	Math BA
Math 121	Calculus with Analytical Geometry II	Math	Math BA
Math 122	Calculus of Several Variables	Math	Math BA
Math 130	Introduction to Mathematical Proofs	Math	Math BA
Math 131	Linear Algebra	Math	Math BA
Math 132	Differential Equations	Math	Math BA
Math 140/CSIS 140	Discrete Mathematics	Math	Math BA
Math 461	Algebra, A First Course	Math	Math Dev
Math 462	Plane Geometry	Math	Math Dev

Math 463	Intermediate Algebra and Coordinate Geometry	Math	Math Dev
Math 483	Review of Algebra	Math	Math Dev
Math 484	Review of Trigonometry	Math	Math Dev
Math 560	Arithmetic and Basic Mathematics	Math	Math Dev
StdSkls 520	Mathematics Skills (EOPS)	Math	Math SS
StdSkls 521	Mathematics Skills II (EOPS)	Math	Math SS
StdSkls 540	Mathematics Study Skills I (EOPS)	Math	Math SS
Math 114/Engr 114	Fortran for Scientific & Math Programming	Math	MathEngr
Math 115/CSIS 115/Engr 115	Introduction to Numerical Computations	Math	MathEngr
CSIS 115/Math 115/Engr 115	Introduction to Numerical Computations	Math	MathEngr
Engr 115/Math 115/CSIS 115	Introduction to Numerical Computations	Math	MathEngr
Engr 114/Math 114	Fortran for Scientific & Math Programming	Math	MathEngr
MA 200	Introduction to Medical Assisting	MedAsst	MedAsst
MA 201	Medical Ethics and Law	MedEthic	MedAsst
MA 205	Medical Terminology	MedAsst	MedAsst
MA 207	Interpersonal Communication	MedAsst	MedAsst
MA 210	Medical Office Clinical Techniques	MedAsst	MedAsst
MA 211	Advanced Medical Office Clinical Techniques	MedAsst	MedAsst
MA 212	Pharmacology and Human Diseases	MedAsst	MedAsst
MA 215	Medical Office Management	MedAsst	MedAsst
MA 216	Medical Office Finances	MedAsst	MedAsst
MA 218	Medical Insurance Management	MedAsst	MedAsst
MA 225	Medical Records & Transcription	MedAsst	MedAsst
MA 226	Advanced Medical Transcription	MedAsst	MedAsst
MA 227	Microbiology for Medical Assistants	MedAsst	MedAsst
MA 228	Administration of Medications	MedAsst	MedAsst
MA 230	Medical Assisting Practicum	MedAsst	MedAsst
MA 301	Medical Assistant Certification Review	MedAsst	MedAsst
MA 350	Venipuncture Theory and Technique	MedAsst	MedAsst
Music 100	Music Appreciation	Music	Music
Music 103	Introduction to Jazz and Pop	Music	Music
Music 105	Sight Singing and Ear Training	Music	Music
Music 107	Musicianship	Music	Music
Music 108	Diatonic Harmony I	Music	Music
Music 109	Diatonic Harmony II	Music	Music
Music 110	Chromatic Harmony	Music	Music
Music 116	Voice Fundamentals	Music	Music
Music 117	Voice Literature	Music	Music
Music 118	Chamber Singers	Music	Music
Music 120	Chorus I	Music	Music
Music 121	Chorus II	Music	Music
Music 130	Concert/Community Band	Music	Music
Music 132	Brass Instruments	Music	Music
Music 133	Woodwind Instrument: Flute/Beginning-Intermediate	Music	Music
Music 134	Woodwind Instruments: Sax, Clarinet	Music	Music
Music 135	Percussion Instruments	Music	Music
Music 136	String Instruments: Bass	Music	Music
Music 137	String Instruments: Beginning Guitar	Music	Music
Music 138	String Instruments: Intermediate Guitar	Music	Music

Music 154	Beginning Piano I	Music	Music
Music 155	Beginning Piano II	Music	Music
Music 156	Intermediate Piano	Music	Music
Music 157	Advanced Piano	Music	Music
Music 159	Piano Ensemble	Music	Music
Music 160	Jazz Ensemble	Music	Music
Music 164	Studio Rehearsal Band	Music	Music
Music 168	Jazz Improvisation I	Music	Music
Music 169	Jazz Improvisation II	Music	Music
Music 172	Jazz Arranging & Composition I	Music	Music
Music 173	Jazz Arranging & Composition II	Music	Music
Music 174	Jazz Piano – Beginning/Intermediate	Music	Music
Music 180	Performance Workshop: Early Music Ensemble	Music	Music
Music 181	Performance Workshop: Opera	Music	Music
Music 182	Performance Workshop: String Ensemble	Music	Music
Music 211	Music Manuscript & Notation	Music	Music
PE 100	Fencing I	P.E.	P.E.
PE 101	Fencing II	P.E.	P.E.
PE 102	Golf I	P.E.	P.E.
PE 103	Golf II	P.E.	P.E.
PE 104	Golf III	P.E.	P.E.
PE 105	Tennis I	P.E.	P.E.
PE 106	Tennis II	P.E.	P.E.
PE 107	Tennis III	P.E.	P.E.
PE 108	Skill Development for Tennis	P.E.	P.E.
PE 112	Race Walking	P.E.	P.E.
PE 114	Gymnastics I	P.E.	P.E.
PE 115	Gymnastics II	P.E.	P.E.
PE 117	Swimming I	P.E.	P.E.
PE 118	Swimming II	P.E.	P.E.
PE 119	Life Saving	P.E.	P.E.
PE 120	Water Safety Instructor	P.E.	P.E.
PE 121	Fitness through Swimming	P.E.	P.E.
PE 122	Fitness through Swimming II	P.E.	P.E.
PE 124	Badminton I	P.E.	P.E.
PE 125	Volleyball I	P.E.	P.E.
PE 126	Volleyball II	P.E.	P.E.
PE 127	Volleyball III	P.E.	P.E.
PE 128	Fundamentals of Basketball	P.E.	P.E.
PE 130	Skill Development for Baseball	P.E.	P.E.
PE 131	Skill Development for Basketball – Men	P.E.	P.E.
PE 132	Skill Development for Basketball – Women	P.E.	P.E.
PE 133	Skill Development for Football	P.E.	P.E.
PE 134	Skill Development for Golf	P.E.	P.E.
PE 135	Skill Development for Softball	P.E.	P.E.
PE 136	Skill Development for Swimming	P.E.	P.E.
PE 137	Skill Development for Tennis	P.E.	P.E.
PE 138	Skill Development for Track and Field	P.E.	P.E.
PE 286	Psychology of Winning: Tennis	P.E.	P.E.
PE 288	Elements of Football	P.E.	P.E.
PE 292	Teaching Aide – Physical	P.E.	P.E.
CSIS 114/PHIL 114	Symbolic Logic	Phil	Phil
Phil 101	Introduction to Philosophy	Phil	Phil



Phil 110	Critical Thinking	Phil	Phil
Phil 112	Introduction to Logic	Phil	Phil
Phil 114/CSIS 114	Symbolic Logic	Phil	Phil
Phil 120	Introduction to Political Philosophy	Phil	Phil
Phil 128	Moral Issues	Phil	Phil
Phil 134	Introduction to Eastern Philosophy	Phil	Phil
Phil 136	Introduction to Buddhism	Phil	Phil
Phil 138	Philosophy of Religion	Phil	Phil
Phil 150	Introduction to the Philosophy of Science	Phil	Phil
Photo 101	Photography I – Black & White	Photo	Photo
Photo 101	Photography I – Color Slides	Photo	Photo
Photo 202	Photography II	Photo	Photo
Photo 203	Photography III	Photo	Photo
Photo 204	Color Printing	Photo	Photo
Phys 110	Descriptive Introduction to Physics	Phy/Astr	Phy/Astr
Phys 121	General Physics I	Phy/Astr	Phy/Astr
Phys 122	General Physics II	Phy/Astr	Phy/Astr
Phys 131	Science & Engineering Physics I	Phy/Astr	Phy/Astr
Phys 132	Science & Engineering Physics II	Phy/Astr	Phy/Astr
Phys 133	Science & Engineering Physics III	Phy/Astr	Phy/Astr
PolySci 101	American Government & Politics	PolySci	PolySci
PolySci 102	Comparative Government	PolySci	PolySci
PolySci 103	Political Theory & Inquiry	PolySci	PolySci
PolySci 104	American Foreign Policy and World Politics	PolySci	PolySci
PolySci 105	Politics of Developing Countries	PolySci	PolySci
PolySci 107	US – USSR: Politics of Super Powers	PolySci	PolySci
PolySci 108	Theory and Practice of Communism	PolySci	PolySci
PolySci 250	American Institutions and Processes	PolySci	PolySci
Psych 101	General Psychology	Psych	Psych
Psych 125	Child & Adult Development	Psych	Psych
Psych 135	Introduction to Abnormal Psychology	Psych	Psych
Psych 140	Human Sexuality	Psych	Psych
Psych 200	Interpersonal Relations	Psych	Psych
Psych 210	Health Psychology	Psych	Psych
Psych 225	Understanding Adulthood	Psych	Psych
Psych 233	Psychology of Adjustment and Growth	Psych	Psych
RE 200	Careers in Real Estate	R.Estate	R.Estate
RE 201	Principles of Real Estate	R.Estate	R.Estate
RE 205	Real Estate Practice	R.Estate	R.Estate
RE 210	Legal Aspects of Real Estate	R.Estate	R.Estate
RE 215	Real Estate Finance	R.Estate	R.Estate
RE 225	Real Estate Economics	R.Estate	R.Estate
RE 230	Escrow Procedure	R.Estate	R.Estate
RE 235	Real Estate Property Management	R.Estate	R.Estate
RE 251	Real Estate Appraisal I	R.Estate	R.Estate
RE 255	Real Estate Appraisal II	R.Estate	R.Estate
RE 300	Real Estate Licensure Preparation	R.Estate	R.Estate
RE 501	Real Estate Mathematics	R.Estate	R.Estate
Naut Sci 145/PE 145	Basic Sailing I	Transp.	Sail
Naut Sci 146/PE 146	Basic Sailing II	Transp.	Sail
Naut Sci 147/PE 147	Racing I	Transp.	Sail
Naut Sci 148/PE 148	Cruising I	Transp.	Sail
Naut Sci 200	Introduction to Coastal Navigation	Transp.	Sail
Naut Sci 202	Piloting and Intermediate Navigation	Transp.	Sail

Naut Sci 205	Celestial Navigation	Transp.	Sail
PE 145/Naut Sci 145	Basic Sailing I	Transp.	Sail
PE 146/Naut Sci 146	Basic Sailing II	Transp.	Sail
PE 147/Naut Sci 147	Racing I	Transp.	Sail
PE 148/Naut Sci 148	Cruising I	Transp.	Sail
Sign 211	American Sign Language II	Sign	Sign
Sign 212	American Sign Language III	Sign	Sign
Sign 213	Signing Exact English I	Sign	Sign
Sign 214	Signing Exact English II	Sign	Sign
Sign 215	Signing Exact English III	Sign	Sign
Sign 230	American Sign Language I	Sign	Sign
Psych 240/Soc 240/CD 240	Effective Parenting	Soc	Soc
Soc 101	Humanity & Society	Soc	Soc
Soc 102	Contemporary Social Problems	Soc	Soc
Soc 140	Marriage & Family Life	Soc	Soc
Soc 240/CD 240/Psyc 240	Effective Parenting	Soc	Soc
CD 240/Soc 240/Psyc 240	Effective Parenting	Soc	Soc
Anthr 150 (see Soc Sci 150)	Introduction to Social Science Research Methodology	SocSci	SocSci
Econ 150 (see Soc Sci 150)	Introduction to Social Science Research Methodology	SocSci	SocSci
Psych 150 (see Soc Sci 150)	Introduction to Social Science Research Methodology	SocSci	SocSci
Soc 150	Introduction to Social Science Research Methodology	SocSci	SocSci
Soc Sci 150 (see Soc Sci 150)	Introduction to Social Science Research Methodology	SocSci	SocSci
Hist 150 (see Soc Sci 150)	Introduction to Social Science Research Methodology	SocSci	SocSci
PolySci 150 (see Soc Sci 150)	Introduction to Social Science Research Methodology	SocSci	SocSci
Psych 103/Soc 103	Introduction to Social Psychology	Soc/Psyc	Soc/Psyc
Soc 103/Psych 103	Introduction to Social Psychology	Soc/Psyc	Soc/Psyc
Eng 108/Comm 108	Beginning Reporting and News Writing	MassComm	Spch
Comm 105	Mass Media Methods	MassComm	Spch
Comm 108/Engl 108	Beginning Reporting and News Writing	MassComm	Spch
Spch 101	Introduction to Public Speaking	Spch	Spch
Spch 110	Contemporary Dialogue	Spch	Spch
Spch 151	Student Speakers' Bureau	Spch	Spch
PE 113/SpecEd 114	Adapted Physical Education	SpecEd	SpecEd
SpecEd113/PE 113	Adapted Physical Education	SpecEd	SpecEd
SpecEd 203	Introduction to Learning Disabilities	SpecEd	SpecEd
SpecEd 500	Orientation to College for Disabled Students	SpecEd	SpecEd
SpecEd 501	Developing Your Workability	SpecEd	SpecEd
SpecEd 502	Independent Living Skills	SpecEd	SpecEd
SpecEd 507	Computer Access Evaluation	SpecEd	SpecEd
SpecEd 508/Bus 508	Computer Keyboard I	SpecEd	SpecEd
SpecEd 509/Bus 509	Adapted Computer Keyboard II	SpecEd	SpecEd
SpecEd 510/Bus 510	Modified Typing I	SpecEd	SpecEd
SpecEd 511/Bus 511	Modified Typing II	SpecEd	SpecEd
SpecEd 512	Adapted Computer Literacy	SpecEd	SpecEd

SpecEd 516	Modified Data Entry	SpecEd	SpecEd
SpecEd 520	Modified Word Processing I (Wordstar)	SpecEd	SpecEd
SpecEd 520	Modified Word Processing I (Wordperfect)	SpecEd	SpecEd
SpecEd 520	Modified Word Processing I (Visually Impaired)	SpecEd	SpecEd
SpecEd 521	Modified Word Processing II (Wordstar)	SpecEd	SpecEd
SpecEd 525	Modified Computer Applications (dBase)	SpecEd	SpecEd
SpecEd 529	Modified Computer Projects	SpecEd	SpecEd
SpecEd 530	Learning Skills Assessment	SpecEd	SpecEd
SpecEd 531	Prescriptive Learning – Learning Strategies	SpecEd	SpecEd
SpecEd 531	Prescriptive Learning – Math Strategies	SpecEd	SpecEd
SpecEd 531	Prescriptive Learning – Writing Strategies	SpecEd	SpecEd
SpecEd 531	Prescriptive Learning – Reading Strategies	SpecEd	SpecEd
SpecEd 531	Prescriptive Learning – Study Skills	SpecEd	SpecEd
SpecEd 532	Reading Skills Development	SpecEd	SpecEd
SpecEd 533	Writing Skills Development	SpecEd	SpecEd
SpecEd 534	Math Skills Development	SpecEd	SpecEd
SpecEd 537	Becoming a Master Student	SpecEd	SpecEd
SpecEd 550/Spch 550	Speech/Language Assessment	SpecEd	SpecEd
SpecEd 551	Speech Production Skills	SpecEd	SpecEd
SpecEd 552	Thinking/Reasoning Skills: ABI	SpecEd	SpecEd
SpecEd 554	Communication Skills: Aphasic	SpecEd	SpecEd
SpecEd 555	Speechreading Skills	SpecEd	SpecEd
SpecEd 560	Basic Learning Skills: Deaf/Hearing Impaired	SpecEd	SpecEd
SpecEd 570	Vocational Assessment	SpecEd	SpecEd
Bus 508/SpecEd 508	Adapted Computer Keyboard I	SpecEd	SpecEd
Bus 509/SpecEd 509	Adaped Computer Keyboard II	SpecEd	SpecEd
Bus 510/SpecEd 510	Modified Typing	SpecEd	SpecEd
Bus 511/SpecEd 511	Modified Typing II	SpecEd	SpecEd
Spch 550/SpecEd 550	Speech/Language Assessment	SpecEd	SpecEd
PE 185	Prevention & Care of Athletic Injuries	P.E.	Train
PE 285	Athletic Training Field Experience	P.E.	Train
Trvl 420	Introduction to Airline Ticketing	Trvl	Trvl
Trvl 400SpecEd	Orientation to the Travel Industry	Trvl	Trvl
Trvl 404	General Tourism: Air	Trvl	Trvl
Human 100/W.S. 100	Introduction to the Study of Women	WS	WS
W.S. 100/Human 100	Introduction to the Study of Women	WS	WS
		Counseling	Counseling
		Library Sci.	Library Sci.
		Health Serv.	Health Serv.
		Nursing	Nursing

# Addendum

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<b>ADDENDUM</b>
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**Study Groups and postponed items: An addendum to the MPCTA contract 2007/08**

The Association and the District agree to continue discussion of the issues listed below, either by forming a study group for each issue or by continued discussions by the negotiating team. If either the District or the Association proposes any changes as a result of these studies, the appropriate article of the contract shall be re-opened for immediate negotiation of the proposed changes, notwithstanding any prior agreement that negotiations shall not be re-opened for the duration of the contract.

1. The District and Association agree to the goal of comparable pay for comparable work for part-time faculty and agree to continue to study the issue.
2. By week sixteen of Fall semester, 2007, the District and Association will discuss the following items from Article 15, Workload:
  - A. Compensation for large class sizes.
  - B. Consistent split load formula
  - C. Presence on campus.
3. The Association and the District agree to the formation of a study group to examine issues related to distance education, including the Living Room Series. This group will be composed of representatives from the Association, the Academic Senate, and the District and will make recommendations to the negotiating team.
4. The Association and the District agree to the formation of a study group to examine issues related to the responsibilities and compensation for Division Chairs and Department Chairs. The study group will be composed of representatives from the Association and the District and will make recommendations to the negotiating team.
5. The Association and the District agree to the formation of a study group to examine issues related to Faculty Service Areas (FSA). This group will be composed of representatives from the Association, the Academic Senate, and the District and will make recommendations to the negotiating team.