Monterey Peninsula Community College District
Last, Best, Final Offer / Package Proposal to
MPCTA

May 5, 2017

The items attached to this document constitute a package proposal that is intended to settle contract negotiations by and between the Monterey Peninsula Community College District ("District") and the Monterey Peninsula College Teachers Association ("MPCTA") for the 2016-17 and 2017-18 academic years.

This package proposal is presented to MPCTA after significant thought and consideration and is offered in a good faith attempt to conclude negotiations for the 2016-17 year on mutually agreeable terms. If MPCTA rejects any part of this package proposal, it will constitute a rejection of the entire package proposal. If this Last, Best, Final Offer is rejected, the District reserves the right to implement some or all of the provisions of this proposal upon the later of (1) the parties’ exhaustion of the statutory negotiations process, or (2) January 1, 2018.
Article 4: Association Rights

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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, and the building at college readiness. Request for bulletin boards and other places are to be made to the VP for administrative services for administrative consideration.

*To be clear, the Association accepts the language presented by the District on December 13, 2016.*
Article 6: Grievances

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

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6.2 General Provisions

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. This Article is intended to promote the early identification, review, and resolution of grievances at the lowest levels possible. Upon request of the grievant, the grievant may be represented at any stage of the grievance procedure by a representative of the Association.

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6.3 Time Limits

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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, unless the grievance results from an ongoing contract violation, in which case the grievance may be initiated at any time. A grievance is initiated when a grievant...
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 personally taken by an associate dean, a dean, or supervisor as defined in Section 6.1.5, the written 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 oral grievance shall be presented to the Vice President, while the written 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 and Adjudicators
There are three grievance levels adjudicated by different administrators.

6.5.1 Level I
A Level I grievance is presented to an associate dean, a dean, or immediate supervisor as defined in Section 6.1.5, in all cases except those defined in Level II and III.

6.5.1.1 Oral Presentation at Level I
Any unit member who believes he or she has a grievance shall first request to present the grievance orally to the appropriate Level I Administrator at an informal conference 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.

The Level I Administrator shall hold discussions within ten (10) working days of this request 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
6.5.2 Level II
A Level II grievance is presented 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 an oral presentation of the grievance to that individual has occurred.

6.5.2.1 Oral Presentation at Level II
If a grievance is initiated at Level II, the grievant(s) shall follow the Oral Presentation procedure set forth in Article 6.5.1.1 and the “appropriate administrator” shall be the Vice President responsible for the associate dean, dean, or immediate supervisor at issue, or the Superintendent/President’s designee (“Level II Administrator”).

6.5.2.2 Written Presentation at Level II
Upon the conclusion of the oral presentation process outlined in 6.5.1.1, the grievant may file a Level II Grievance on the grievance appeal form (Exhibit H-1) to the Office of Human Resources, with a copy to the Level I Administrator and the Association.

6.5.2.2 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, the Level I Administrator, 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
Note: If the grievance proceeds to the formal written grievance stage as described in Section 6.6.2, the originals of all forms completed during the grievance process, as well as all written communications concerning the grievance, are submitted to the Office of Human Resources with copies to the grievant, the appropriate administrator(s), and the Association, as applicable.

6.6 The Procedure for Presenting a Grievance

Grievances at any of the three two levels will be presented in accordance with the following procedures:

6.6.1 Informal Oral Resolution:

6.6.1.1 Oral Presentation

Any unit member who believes he or she has a grievance shall first request to present the grievance orally to the appropriate administrator (as described in 6.6) at an informal conference within 15 (15) days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. The administrator shall hold discussions within 10 days of this request and attempt to resolve the matter within five (5) days after the oral presentation of the grievance. If the grievance relates to an ongoing violation of the contract, no such time restriction shall apply.

6.6.1.2 Absence of the Appropriate Administrator

If an employee requests an informal conference, pursuant to the grievance procedure, and the appropriate administrator is, or will be, on an extended absence during the period of time outside the instructional year as specified in 11.2, the Superintendent/President shall designate an administrator to handle the informal conference.

6.6.2 Formal Written Grievance. After the Informal Oral Resolution procedure is completed, a written grievance may be presented at each Level in accordance with the following procedure:

6.6.2.1 Written Presentation

If the grievance is not settled during the informal oral-resolution process and the grievant wishes to press the matter, within fifteen (15) days after the informal conference with the administrator, the grievant shall present the grievance in writing on the appropriate form to the Office of Human Resources. The grievant should also provide copies to the administrator, and the Association. The written information shall include:

a. a description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance;

b. a listing of the provisions of this Agreement which are alleged to have been violated;

c. a statement why the administrator's proposed resolution of the problem is unacceptable; and

d. the remedy requested.

6.6.2.2 The Administrator's Decision

Within 10 days after receiving the written grievance, the administrator shall communicate in writing his/her decision regarding the written grievance to the Office of Human Resources. If the grievant is not satisfied with the decision and desires to appeal his/her grievance, he/she may request an informal conference.
Resources. The administrator should also provide copies to the Office of Human Resources. The administrator should also provide copies to the grievant and the Association.

6.6.3 The Appeals Process

6.6.3.1 From Level I Appeal to the Vice President
If the grievant is not satisfied with the final decision from the Level I administrator, he grievant may, within ten (10) days of the receipt of the decision, appeal the decision on the appropriate form to the Office of Human Resources. The grievant should also provide copies of the appeal to the applicable Vice President and the Association. This appeal shall include a copy of the original grievance and amendment, if any, copies of any written communications concerning the grievance and a clear, concise statement of the appeal.

Within ten (10) days of receiving the appeal, the Vice President shall communicate in writing his/her decision regarding the appeal to the Human Resources Office. The Vice President should also provide copies to the grievant and the Association.

6.6.3.2 From Levels I or II Appeal to the Superintendent/President
If the grievant is not satisfied with the final decision from the Level II administrator, or the decision from the Level I appeal to the vice president, the grievant may, within ten (10) days of the receipt of the decision, appeal the decision on the appropriate form to the Human Resources Office. The grievant should also provide copies of the appeal to the Superintendent/President or his/her designee and the Association. This appeal shall include a copy of the original grievance and amendment, if any, copies of any written communications concerning the grievance, and a clear, concise statement of the reasons for the appeal.

Within the (10) days of receiving the appeal, the Superintendent/President shall communicate in writing his/her decision regarding the appeal to the Human Resources Office, 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 ten (10) days of the receipt of the final decision submit a request in writing to the District and Association for mediation of the dispute. Within twenty (20) 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. Each party shall bear its own legal and other fees and 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, the grievant may within ten (10) days of the receipt of the mediation results submit a request in writing to the Association for arbitration of the dispute. The grievant may 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 arbitrator shall specifically rule upon the arbitrability of issues. If the parties cannot agree upon a submission agreement 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.
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.
ARTICLE 8 - LEAVES

8.1 Sick Leave

8.1.1 Entitlement

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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  Written Statement
By October 1 of each year, the District shall provide each employee with a written statement of his or her accrued sick leave total to include a designation of any accrued sick leave for hourly unit work and the employee’s sick leave entitlement for the employment period.

8.1.4  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.

A full-time employee who misses all scheduled contract duties on a given day due to illness/personal leave shall be charged in a full day of sick leave. If, for example, the only schedule duty is one (1) office hour, he or she shall be charged with one (1) day of sick leave for absence from that hour. When a portion of the scheduled contract duties, to include class hours, scheduled office hours, and other scheduled duties and/or responsibilities, is missed, increments of .25 day shall be charged determined to the nearest one fourth (.25) day. For part-time contractual and non-contractual hourly employees, the amount charged shall be in direct proportion to the method of accrual.

8.3  Leave of Absence for Personal Necessity

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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 8.8 - Bereavement Leave. (Immediate family will be interpreted to mean mother, father, grandmother, grandfather, or a grandchild of the employee or spouse of the employee, and the spouse,
son, son-in-law, daughter, daughter-in-law, brother or sister of
the employee or spouse; the foster parents, stepparent(s),
stepchildren; foster children; of any relative living in the
immediate household of the employee.)

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8.3.2.4 Paternity or Adoption-related Absences
Paternity or adoption-related absences.

8.3.2.6 4 Personal Business
Conduct of any personal business, household or family matter
which requires absence of the employee during normal working
hours.

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8.4 Family-Medical 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), sickness (illness or injury) of a
child, spouse or domestic partner (as defined by law). Such leave shall
be deducted from accrued sick leave.

8.4.2 Integration with Personal Necessity Leave
Each day of kin care family sick 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 family sick leave
taken will also reduce the statutory number of days available for kin care
family sick leave 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 family sick leave as defined in
8.4.1, then each day of kin care family sick leave will be taken from the
balance of kin care family sick leave remaining until it is exhausted.

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

8.1.1 Entitlement

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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 Written Statement
By October 1 of each year, the District shall provide each employee with a written statement of his or her accrued sick leave total to include a designation of any accrued sick leave for hourly unit work and the employee's sick leave entitlement for the employment period.

8.1.4 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.

A full-time employee who misses all scheduled contract duties on a given day due to illness/personal leave shall be charged in a full day of sick leave. If, for example, the only schedule duty is one (1) office hour, he or she shall be charged with one (1) day of sick leave for absence from that hour. When a portion of the scheduled contract duties, to include class hours, scheduled office hours, and other scheduled duties and responsibilities, is missed, increments of .25 day shall be charged determined to the nearest one fourth (.25) day. For part-time contractual and non-contractual hourly employees, the amount charged shall be in direct proportion to the method of accrual.

8.3 Leave of Absence for Personal Necessity

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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 8.8 - Bereavement Leave. (Immediate family will be interpreted to mean mother, father, grandmother, grandfather, or a grandchild of the employee or spouse of the employee; and the spouse;
1. Mona has not taken any personal necessity leave so far this year. In March she needs to take 3 days of kin care family sick leave to look after a sick child. She now has 7 personal necessity days remaining, and 2 days of kin care family sick leave remaining. In June, she takes another 2 days of kin care family sick leave. She now has 5 days of personal necessity leave remaining, but her kin care family sick 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 family sick leave is also exhausted, so the remaining 2 days would have to be taken as unpaid leave CFRA/FMLA leave, if available and any. 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 family sick leave (if Jake has at least two accrued unused sick days), but the remaining days would have to be taken as unpaid leave.

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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.

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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.

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8.6.5 Unit Member Benefits While on Leave

Leave under this article is unpaid, except for Parental Leave taken under Article 8.6.9.7.3. 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.

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8.6.9 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.

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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.

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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 Leave, 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 pay the excess TLU’s at the hourly pay scale.

8.8 Child-Rearing Leave-Parental Leave

8.8.1 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, adoption, 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 Child rearing 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 8.1.1.2. mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse; son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee; or any relative living in the immediate household of the employee. This definition shall include foster parents, stepparent(s), step children, and foster children.

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The Monterey Peninsula Community College District ("MPC") proposes the following revisions to Article 9 (Employee Benefits) of the collective bargaining agreement ("CBA") between MPC and Monterey Peninsula College Teachers Association ("MPCTA"):  

**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, except that employees shall be responsible for the following share of premiums, paid each fiscal year on a monthly basis:

- **Single:** $1111.58 $95 $75
- **Single plus one:** $2222.16 $195 $100
- **Family:** $3333.43 $295 $125

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-comparable 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 other employee groups may be added to the Committee. 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's shall issue its report and recommendations on a date to be mutually agreed upon at the time of ratification of the contract, and shall be forwarded 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 60% 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 60% 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 60% of a full-time load.
9.4.2.3 Removal from Benefits
If a unit employee begins the semester with more than 60% of a full-time load and a class or classes do not materialize to make the more than 60% 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 60% 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 60% 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 at full cost to the retiree; 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 Human Resources.
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
For 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. This discount shall not be converted to a cash benefit.
The Monterey Peninsula Community College District ("MPC") proposes the following revisions to Article 11 (District Calendar) of the collective bargaining agreement ("CBA") between MPC and Monterey Peninsula College Teachers Association ("MPCTA"):

- Establishment of a new calendar for general counseling.
- Establishment of a new calendar for categorically-funded counseling.
MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT  
Proposal to MONTEREY PENINSULA COLLEGE TEACHERS ASSOCIATION  
Regarding Article 14 – Evaluation  

April 7, 2017  

The Monterey Peninsula Community College District ("MPC") proposes the following revisions to Article 14 (Evaluation) and related provisions of the collective bargaining agreement ("CBA") between MPC and Monterey Peninsula College Teachers Association ("MPCTA"):  

Article 14-Evaluation  

[NOTE: The District's proposal on Article 23 provides that the area dean or designee will chair the evaluation committee for a tenure-tracked/probationary contract employee.]  

Exhibit G-1  

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 below are intended to stimulate thought and ideas about your work in and outside the classroom. Some questions may not be relevant to your particular area. In addition you may wish to discuss some aspects of your work that are not addressed below.  

The questions are divided into two sections: Part-time temporary faculty may consider Part A only.  

- Part A is classroom and student related. Please respond to the prompt(s) that are appropriate to your assignment.  
- Part B is related to the kind of professional development, scholarly endeavor, and creative work that you have been involved in since the last evaluation. It is broader in scope and also gives you an opportunity to describe the kind of professional development, scholarly endeavors, and creative work that you have been involved in since the 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.  

Part A  

For full-time faculty and part-time faculty  

Instructional Faculty respond to each of the following prompts:  

- Describe the teaching techniques that you typically use (e.g. lecture, discussion, group activities, inquiry, role playing, a/v, 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 has your participation influenced your efforts to enhance your teaching? For example, have you tried new teaching techniques, used new tools, included new lecture topics, etc.? If so, why did you make the change(s)? What methods do you typically use to assess students and how accurate do you think they are?

- How are issues of diversity and multicultural themes inclusiveness incorporated into your course content?

- How do you provide information about services on campus which may be of benefit to your students?

- Please attach copies of your green sheets, 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.

**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 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 has your participation influenced your efforts to enhance 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 on campus which may be of benefit to your students?

**Part B** — For full-time faculty (Optional for part-time faculty)

- Have any changes in assignment (such as load changes or changes in distribution of duties) occurred since your last evaluation? If so, how did you prepare for these changes?

- Do you supervise other staff (e.g., classified, temporary, para-professional) or 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, and 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?

• Is there anything you've done differently in the last three years? (e.g. new teaching techniques, new tools, new lecture topics, etc.) If so, why did you make the change?

• Considering your service assignment, is there anything you'd like to do differently in 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? Any weaknesses?
The Monterey Peninsula Community College District ("MPC") proposes the following revisions to Article 15 (Workload) of the collective bargaining agreement ("CBA") between MPC and Monterey Peninsula College Teachers Association ("MPCTA"): 

Article 15-Workload

15.1 Load Unit Defined
For purposes of determining college workload, a "load unit" 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, and the number of weekly student contact hours, the number of preparations, the amount of evaluation performed, the amount of support provided by readers or aids, the amount of consultation, and any other factor which influences load such as reassignment to administrative duties.

15.2 Teaching Load

15.2.1 Full-Time

15.2.1.1 Semester Load Units
The college workload per semester for employees employed on Schedule A shall be the equivalent of fifteen (15) semester load units. Types of equivalent class hours specified in section 15.6.2 shall be the basis of determining the load equivalency of employees employed on Schedule B, using the semester base of fifteen (15) TLU's.

15.2.1.2 Yearly Load Units
The college workload per year for employees employed on Schedule A shall be the equivalent of thirty (30) load units.

15.2.2 Part-Time

15.2.2.1 Semester and Yearly Load Units
The college workload for a semester or a year for employees employed on Schedule A shall be pro-rated on the basis of the full time semester and yearly loads cited in sections 15.2.1.1 and 15.2.1.2 of this Article.
15.3 Counseling Load

15.3.1 Full-Time

15.3.1.1 Counseling Load Unit
The college workload for a semester or a year for employees employed on Schedule A as counselors shall be derived from equating the sixty (60) minute counseling hour to one half (1/2) load unit credit and shall be the equivalent of thirty (30) hours of student contact service per week.

15.3.2 Part-Time Contractual

15.3.2.1 Semester and Yearly Load Units
The college workload for a semester or a year for employees employed on Schedule A as counselors shall be pro-rated on the basis of the full-time semester and yearly loads cited in section 15.3.1.1 of this Article.

15.3.3 Split Load
A counselor who is also assigned a teaching load during the semester or year shall be given the appropriate load credit for that teaching as it relates to the provisions of section 15.2 of this Article; the differential remaining between teaching TLU's and the full assignment shall be worked out in a mutually acceptable schedule with the appropriate dean or designee.

15.4 Supportive Services Load
(see Addendum to the 1999-2002 Contract Agreement)

15.4.1 Full-Time

15.4.1.1 Instructional Duties
The college workload per semester for employees employed on Schedule A shall be the equivalent of fifteen (15) semester load units. Types of equivalent class hours specified in section 15.6.2 shall be the basis of determining the load equivalency of employees employed on Schedule B, using the semester base of fifteen (15) TLU's. Yearly Load Units are as prescribed in section 15.2.1.2.

15.4.1.2 Non-Instructional Duties
The college workload for a semester or a year for employees employed on Schedule A shall be derived from the sixty (60) minute non-instructional hour and shall be thirty (30) hours of student contact service per week.
15.4.2 Part-Time Contractual

15.4.2.1 Semester and Yearly Load Units
The college workload for a semester or a year for employees employed on Schedule A shall be prorated on the basis of the fulltime semester and yearly loads cited in section 15.4.1.1 and 15.4.1.2 of this Article.

15.4.3 Split Load
Supportive Services unit members may be assigned a workload that is “split” between teaching and non-teaching assignments. In such cases, the instructional part of the assignment shall be prorated based on the fifteen (15) TLU per semester obligation and the five (5) office hours per week requirement; the non-teaching part of the assignment shall be prorated based on the 30-hour workweek and the 5 hours of non-student contact institutional duties.

Examples:

1: For a contractual Supportive Services unit member who has a teaching load of 12 TLU, the remainder to be converted into workweek hours for the non-instructional part of the assignment is 3 TLU. The hourly obligations, including office hours, are calculated as follows:

\[
\text{3 TLU} \quad \frac{12 \text{ TLU}}{15 \text{ TLU}} \times 30 \text{ hours} = 6 \text{ non-instructional hours per week}
\]

Office hour requirement:

\[
\text{12 TLU} \quad \frac{12 \text{ TLU}}{15 \text{ TLU}} \times 5 \text{ hours} = 4 \text{ hours}
\]

Non-student contact institutional duties:

\[
\text{3 TLU} \quad \frac{3 \text{ TLU}}{15 \text{ TLU}} \times 5 \text{ hours} = 1 \text{ hour}
\]

Fractional hours are rounded to the nearest half-hour.

2: For an adjunct Supportive Services unit member, subject to the limit of 60% of the comparable contractual assignment (9 TLU per semester for instructional duties and 18 hours per week for non-instructional duties), who has a teaching load of 3 TLU, the balance available to convert into hours for the non-instructional part of the assignment is 6 TLU. Consequently, the maximum number of hours available for non-instructional duties is calculated as follows:
15.5 Balancing of Load for Contractual Personnel

15.5.1 Provisions
In the event that a load of fifteen (15) semester load units cannot be achieved in any one (1) semester for an individual unit 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 or the appropriate immediate supervisor. 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.

15.5.1.1 Underloads

15.5.1.1.1 Evening, Saturday, Off-Campus
Part of the assignment may be from the following options:

15.5.1.1.1.1 Evening assignment
15.5.1.1.1.2 Saturday assignment
15.5.1.1.1.3 Off-campus assignment

15.5.1.2 Assignment to Non-Teaching Activities
An assignment to non-teaching institutional activities may be substituted for classroom teaching. Such assignments may include curriculum planning, staff development, and institutional research.

15.5.1.1.3 Summer and Winter Session
Upon mutual consent of the unit member and his/her dean or appropriate supervisor, part of the assignment may be from summer or winter session.

15.5.1.1.4 Underloads in the Final Semester
If an underload exists in the last semester prior to severance from the district, either the salary of the unit member shall be reduced or the unit member shall reimburse the district on a pro-rata basis.

15.5.1.2 Overload

15.5.1.2.1 Overloads
Upon mutual agreement between Schedule A employees and the appropriate 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. Notification of such waiver shall be sent to the Association each semester that it is used.

15.5.1.2.2 Compensation for Overloads
A Schedule A employee shall, with the approval of the appropriate dean, be compensated in one of the following ways:

15.5.1.2.2.1 Receive Hourly Pay
Be paid on the hourly pay scale attached as Exhibit A, Schedule B or C on the appropriate column and step.

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

15.5.1.2.2.3 Balancing the Load
Teach a lighter load the following semester if the program allows.

15.5.1.2.2.4 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 with a limit of 2 TLUs.

15.5.1.2.2.5 Other
Accept the overload without application of any of the above.

15.5.1.2.3 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.

15.6 Determination of Individual Teaching/Counseling Load
Individual teaching/counseling loads shall be the product of the consideration of the load unit factors and the course factors contained in Exhibit F, and shall be assigned by the appropriate Dean in consultation with the division chairperson or other appropriate person. Such individual loads shall be subject to review by the Academic Senate, if the Senate so chooses.

15.6.1 Class Hours Per Week as a Load Factor
The number of class hours per week may vary from a minimum of twelve (12) to a maximum of twenty (20) with the exception of thirty (30) in programmed math,
individualized learning center courses, photography, and other aides assisted courses (with the exception of Learning Skills classes) in which the aide is physically present in the classroom with the instructor.

15.6.2 Types of Equivalent Class Hours Measured in Load Units

15.6.2.1 Lecture Hour
A "lecture hour" is equated as one (1) load unit.

15.6.2.2 Art Studio Hour and Music Rehearsal Performance Hour
An "art studio hour" and "music rehearsal performance hour" is equated as .8335 load unit.

15.6.2.3 Laboratory Hour
A "laboratory hour" is three fourths (.75) of a load unit.

15.6.2.4 Activity Hour
An "activity hour" is three fourths (.75) of a load unit.

15.6.2.5 Counseling Hour
A "counseling hour" to include Personal Development classes, is one-half (.50) of a load unit.

15.6.2.6 Noncredit Teaching Hour
A "noncredit teaching hour" in the Older Adult Program is .6 of a load unit. (Instructors who teach only noncredit courses in the Older Adult Program are excluded from the unit but in the event a unit member is voluntarily assigned to teach noncredit courses in the Older Adult Program as part of his or her load, the load unit shall be equated at .6 TLU or 25 hours per week for a full load.)

15.6.2.7 Undesignated Class Hours Measured in Load Units
Other courses designated in the college catalog by a term other than "lecture", "laboratory", "activity", "rehearsal performance", or "art studio" shall be assigned an appropriate load weight as they proceed through the curriculum development process.

15.6.3 Weekly Student Contact Hours as Unit Load Factor
For purposes of this Article, a "contact hour" is defined as fifty (50) clock minutes of classroom instruction. The number of weekly student contact hours (WSCH) for a graded, full semester length course is the number of contact hours multiplied by the number of enrolled students per week. Short-term graded classes shall be equated to full semester length courses by pro-rating on the basis of the number of weeks the course is taught compared to a full semester length course.

Example 1: 3 contact hours/week x 30 students = 90 WSCH
Example 2: 8-week class is 50% of 16-week semester, therefore:
(3 contact hours/week x 30 students) / 2 = 45 WSCH

15.6.3.1 Timing of WSCH Computation
In assigning support personnel, such as readers, typists, aides, the initial WSCH shall be based on the actual enrolled students during the first week of classes plus any special circumstances reported to the division chairperson or other appropriate person. This initial WSCH shall be monitored during the first and second census periods to determine any adjustments to assignments of support personnel. In determining the granting of additional load units of 15.5.3.2 of this Article, an average of first and second census weeks WSCH shall be the timeline used in determining the load unit factor.

15.6.3.2 Formula for Additional Load Units
The following formula shall warrant reduction of load unless offset by other factors such as readers, aides, assistants, or semester balancing:
a) One (1) additional load unit shall be granted for 800+ WSCH,
b) Two (2) additional load units shall be granted for 900+ WSCH,
c) Three (3) additional load units shall be granted for 1000+ WSCH.

15.6.3.2.1 Payment for a Large Class WSCH
Non-contractual employees on Schedule B may be granted one half (1/2) hour per week for classes of from 90 to 110 student enrollments, and one (1) hour per week for classes in excess of 110 student enrollments based on Census Week I enrollments. Teaching methodology, types of tests, the use of classroom aides and other related factors shall be considered by the appropriate administrative dean in granting or not granting large class WSCH payment.

15.6.4 Course Preparations as a Load Unit Factor for Schedule A Employees

15.6.4.1 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.

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

15.6.4.3 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 Instruction based upon the degree of difference of the course.

15.6.5 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 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.

15.6.6 Support Personnel as a Load Factor
The number of support personnel such as readers, typists, aides, etc., shall be granted as compensations for overloads in accordance with section 15.5.1.2.2 of this Article, in lieu of credit for additional load unit in accordance with section 15.6.3.2 of this Article. In addition, support personnel shall be granted under the following formula:

15.6.6.1 General Provisions
When the number of weekly student contact hours is in excess of 500:

- 500 – 650 yields 3 hours of reader time per week;
- 650 – 800 yields 5 hours of reader time per week;
- 800 – 1000 yields 8 hours of reader time per week.

15.6.6.2 Other
Whenever instructional needs justify reader assignment, the division or department chairperson or other appropriate person may recommend to the appropriate Dean such assignment.

15.6.7 Consultation as a Load Factor
The amount of consultation performed by a unit member shall be offset by appropriate typists and/or counseling aides when approved in advance by the appropriate dean.

15.6.8 Non-Teaching Assignments as a Load Factor

15.6.8.1 Balancing Underloads
In the event that a unit member is assigned to institutional activities, other than classroom teaching, to balance a semester load, such assignments shall be in accordance with 15.5 of this Article.

15.6.8.2 Assignments for Administrative Duties or Liaison
In the event that a unit member is assigned to non-teaching duties as a part of the load for administrative duties or liaison activities as specified in Article 17, such positions shall be offset by the appropriate release time as attached to this Agreement in Exhibit D.

15.6.9 Summary of Loads
The Office of Instruction Academic Affairs shall keep an updated record of the load of each temporary, contract, and regular unit member on Schedule A in the Load History Book. This book shall be located in the Office of Instruction Academic Affairs and shall be available for review, upon request, by any unit member. Also, copies of current load history sheets shall be sent to each division chairperson for all cited personnel in this section in the division.

15.6.10 Independent Study Courses as a Load Factor
The number of students taking independent study courses requiring individual supervision and not included in the published schedule shall be counted towards load at a rate of 0.0333 TLU/student/unit. Only students receiving transcript credits will count towards the instructor’s load. TLU values will be assigned in the semester following completion of the course. This load credit cannot be earned during the last semester of employment.

15.6.11 Cooperative Work Experience
The load value for Cooperative Work Experience is 0.1 TLU per student.

If cooperative work experience students are not counted towards a unit member’s full-time semester load, the unit member will earn a work experience stipend of $75 150 per student.

15.7 Non-Teaching Support Service Faculty Load
The measure of the non-teaching faculty load shall be the workweek. The provisions of this section shall cover the college nurse, the librarians, and all other non-teaching personnel not referenced elsewhere in this article.

15.7.1 Full-Time
Full-time non teaching support service staff shall be scheduled on campus for a minimum of thirty-five (35) hours per week to perform their primary duties, which may include teaching hours that have been granted load unit credit as designated in 15.7.3 of this Article. Evening and off-campus activities may be scheduled as part of the assignment.

15.7.2 Part-Time
The college workload for a semester or a year for part-time non-teaching support service faculty shall be pro-rated on the basis of the full-time workweek in 15.7.1.
15.7.3 Split Load
In the event that a support service unit member is assigned teaching activities, load units for teaching shall be granted according to Exhibit F. Personal Development classes shall receive .50 teaching load units as cited in 15.6.2.5 of this Article. A higher unit value may be assigned by the Dean of Instruction for Personal Development courses with unusual instructor time requirements.

15.8 Categorically-Funded Program Employee's Workweek
(e.g., VEA, Subpart III and Disadvantaged Projects, EOPS, Upward Bound, College Readiness Programs, and all other programs based on categorical funding not referenced elsewhere in this article.)

15.8.1 Workweek
The workweek of categorically funded unit members shall normally be thirty-five (35) hours per week.

15.8.1.1 Federal and State Programs
Classes taught by unit members in Federal and State Programs, which are an integral part of those programs and for which no minimum class size is required, shall be included on an hour for hour basis as part of the thirty-five (35) hour workweek. Other classes not referenced elsewhere in this article shall be equated for workweek purposes per Section 15.8.1.2.

15.8.1.2 College Readiness Program
Classes taught by unit members in the College Readiness Program shall be equated at .035 of a workweek for each class hour. The total class hour value shall be subtracted from the thirty-five (35) required weekly hours to determine the workweek.

Example: 16 teaching hours x .035 = .56 x 35 = 19.6 + 35 = 15.4 + 16 = 31.4 weekly on-duty hours

15.8.1.3 Other Categorically Funded Programs (Not referenced elsewhere in this article)
Unit members in other categorically funded programs which may be initiated during the life of this contract shall have their workweek established on the basis of 15.8.1.1 and 15.8.1.2 above.

15.8.1.4 Special Circumstances
An hourly unit member teaching a course in a categorically funded program which meets institutional minimum class size requirements and uses the same methodology and standard course outline used in the regular program shall be paid for that course on Schedule B.
15.9.2 Teaching-Load Increase
Teaching loads in categorically funded programs may be increased to the level required by the agreement with the funding agency. In all instances, the state and federal requirements written in the grant shall take precedence over the Agreement with the Association.

15.9.3 Workyear
The length of the workyear shall be the contractual calendar but may be extended based on program needs with payment in accordance with Section 15.12.3.

15.9 On-Duty Requirement for Contractual Personnel

15.9.1 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. The number of hours required to be on campus for unit members with online assignments shall be prorated based upon their regular load. 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.

15.9.2 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.

15.9.3 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.

15.10 Class Size
Class sizes shall be established as follows:

15.10.1 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.

15.10.2 Maximum Class Size
The maximum class size shall be based upon established seating capacity of the room or laboratory work stations plus an attrition factor where appropriate included in the official approved course outline of record. For Learning Skill classes, the 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). For English courses with multiple essays assignments of 5,000 words or more, the class maximum will be 28 students. Upon mutual consent of the appropriate dead, the division chair, and the unit member, the established maximum class size may be revised.

15.10.3 Class Cancellation
Cancellation shall be at the discretion of the District. Normally, a scheduled class shall not be cancelled until the close of arena registration. The District shall consider such cancellation only upon consultation with the appropriate division chairperson(s) or other appropriate persons and upon review of the enrollment history, and the nature of the offering, and other factors that may be considered are including input from the division chair, the importance of the course to the students enrolled in it, and the importance of the course to the academic program.

15.10.4 Classes Open Through Second Meeting
Normally, any class that is not cancelled at the close of registration shall be held open through the second meeting in order to meet minimum enrollment as provided in 15.10.1 of this Article. However, this decision shall be made by the District and based upon considerations such as those referred to in section 15.10.3.

15.11 Office Hours

15.11.1 Definition
An office hour is defined as a fifty (50) minute period of time when a unit member is available for student consultation and present in his or her assigned office or in a posted instructional area; i.e., classroom or laboratory related to his or her teaching assignment. Office hours and student advisement time have no load value in relation to teaching assignments for all unit members. 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 and student advisement time as provided in 15.11.4 are not to be considered in determining the 60% as defined in Education 87482, because that percentage is
15.11.2 General Provisions
Teaching faculty with assigned office hours shall schedule office hours with the concurrence of the appropriate dean or appropriate supervisor so as to be convenient both to the needs and schedules of students and their own teaching schedules.

15.11.3 Number of Hours/Contractual Personnel

15.11.3.1 Contractual Full-Time
Contractual teaching faculty shall schedule a minimum of five (5) office hours each week that classes are in session with a minimum of three (3) days coverage within each week.

15.11.3.2 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.

15.11.4 Number of Hours/Non-Contractual Personnel

15.11.4.1 Procedures for Student Advisement Time

15.11.4.1.1 Student Advisement Pool Account
The District shall establish a "Student Advisement Pool Account" for Office Hours for non-contract instructors. The District's total financial obligation shall be $27,000 per year. The District's total financial obligation shall be increased annually by the percentage of the salary adjustment formula described in 16.8. The increase shall be applied in the year following the increase to salaries.

15.11.4.1.2 Advisory Committee
An advisory committee, composed of division chairpersons and an administrative representative, will allocate office hours.

15.11.4.1.3 Requests for Office Hours
Eligible non-contractual hourly bargaining unit members may voluntarily request a maximum of thirty (30) minutes per week of student advisement time for each course taught, in accordance with the terms and conditions listed below.

15.11.4.1.4 Eligibility
All non-contractual hourly unit members will provide a total of 8.5 hours of office hours for teaching assignments of up to 6 TLUs in a semester and 17 hours for assignments of greater than 6 TLUs in a semester. Weekly office hours shall be scheduled evenly over the course of the teaching assignment. Office hours shall be compensated at the unit member's non-instructional rate. Be eligible for student advisement time with the following exceptions and conditions: a) Non-credit classes (900 level courses) shall not qualify. b) Only classes offered during the Fall and Spring semesters will qualify.

15.11.4.1.5 Implementation

a) Allocation

The appropriate Administrator shall allocate funds equally between Fall and Spring semesters. Funds are allocated based upon the total number of students served by an adjunct instructor during the semester in question, the largest number of students per instructor being funded first and then in descending order, until the allocation is exhausted. In the event the Fall allocation is not fully spent, the unspent monies shall be made available for the Spring semester.

b) Notification

The District shall notify all non-contractual hourly unit members of the availability of paid student advisement time no later than when they receive their class rosters during the first week of each semester.

15.11.4.1.6 Requests for Student Advisement Time

Attached to or part of the notification shall be a teacher request form which will ask for the following information: teacher's name, division/department, teacher's hourly-pay rate, courses for which advisement time is requested, the time(s) and place(s) advisement time will be held, and the number of students enrolled as of the first class meeting. Requests for student advisement time must be presented to the Advisory Committee by Noon, Friday, the first week of classes. The District will post notices for adjuncts teaching only Thursday evening classes that requests can be turned in at the Administration Building.

15.11.4.1.7 Approval of Student Advisement Time

On Friday afternoon of the first week of classes, the Advisory Committee will meet to make a final decision on allocation of student advisement time within the District's financial obligation; and transfer funds among divisions, if necessary. Once this eligibility list has been established, it shall be forwarded to: a) the
15.11.4.1.8 Requirements for Eligible Teachers
Once advised of their eligibility for student advisement time, non-contract teachers shall post this information outside their office sites, or another location conspicuous to students, include it in their "green sheets", and file the standard teaching/office hour form with the Office of Instruction. Scheduled student advisement time shall begin the second week of the semester and shall continue up to but not include finals week.

15.11.4.1.9 Unused Funds
In the event that there are unused funds remaining in the Student Advisement Time Pool Account at the conclusion of the fiscal year, the remaining monies shall be returned to the District's general accounts.

15.11.4.2 Procedure for in Lieu Student Advisement Time
Any office hours served under the provisions of the flexible calendar in lieu of instruction time authorized under Section 11.3, shall be recorded on timecards and shall not exceed the authorized entitlement.

15.11.5 Posting
All teaching faculty shall post their schedule of office hours on, or adjacent to, their office doors and in the class syllabus. A copy of each staff member’s class and office hour schedule shall be submitted to the Office of Instruction Academic Affairs no later than the end of the first teaching week of each semester on forms provided by the District.

15.11.6 Rescheduling
With approval of the appropriate dean or appropriate administrator supervisor, instructors may reschedule office hours for the semester as necessary. Such changes shall be posted on their office doors with their schedule of office hours. Unit members should notify students of the change in schedule in advance.

15.11.7 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. Unit members should make a good faith effort in advance to notify students of the cancellation.
15.12 Work Year and Load

15.12.1 Presence on Campus
All contract/regular unit members shall normally be on campus each of the
duty days in the instructional year. Teaching faculty shall not be required to be
present on campus during periods not within the contractual year. The on
campus requirement does not apply during final examination periods for days
that instructor has no scheduled final exam. However, instructors shall be
available to students, faculty, and administration until the last scheduled day of
the semester.

15.12.2 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.

15.12.3 Extended Contractual Year and Workload for Contractual Personnel
Any certificated staff member placed on an extended contract shall be paid 2.5% of his or her base contract for each additional week worked.

15.12.4 Additional Faculty Duties
The parties expressly recognize that the District has the authority and the right to
assign faculty members to perform any duties outlined in the Board's Policies
and Procedures, and to discipline those faculty members who do not perform
such duties and responsibilities. For any disciplinary action the District will
follow the requirements of due process set forth in the Education Code. The
parties agree that the Academic Senate's Committee on Committees, with a
District and an Association representative serving as ex-officio members, will
compile a comprehensive list of faculty involvement in those Duties and
Responsibilities of instructors outlined in the Governing Board's Policies and
Procedures. 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, assign faculty members to duties in addition
to their teaching assignments, in an equitable manner.
Exhibit F  Supplemental Workload Factors

SUPPLEMENTAL WORKLOAD FACTORS

The following factors supplement Article 15—Workload:

BUSINESS AND TECHNOLOGY DIVISION

Business Skills Center  =  0.75 TLU for each hour

CREATIVE ARTS DIVISION

Music 20, 30, and 32 have an additional performance factor of 0.15 TLU per class hour only if one faculty member teaches more than one of these sections during the same semester (i.e., 0.8335 TLU + 0.15 TLU = 0.9835 TLU multiplier factor):

Photography: Lab Hour with assistant  =  0.5 TLU

HUMANITIES DIVISION

Communications 8  =  4.5 TLU's

English 1A, 1B, 2: 3 Hours Lecture
(Includes 1.5 TLU's for Grading*)  =  4.5 TLU's

English 111, 112: 3 Hours Lecture
(Includes 0.75 TLU for Grading*)  =  3.75 TLU's

English 301, 302
(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 and Study Skills Center
(Each Teaching Hour in the Center)  =  0.5 TLU per hour

English as a Second Language 10
(Includes 1.0 TLU for Grading)  =  6.5 TLU's

English as a Second Language 342  =  9.25 TLU's
(Includes 0.75 TLU for Grading)

**English as a Second Language 343**

= 4.5 TLU’s

**English as a Second Language 344**

(Excludes 0.75 TLU for Grading)

= 4.75 TLU’s

**English as a Second Language Center**

(Each Teaching Hour in the Center if general supervision)

= 0.5 TLU per hour

**World Languages**

The standard teaching load consists of 16 lecture hours and 3 to 4 course preparations a semester, without assignment of extra TLU’s for the 16th lecture hour and the fourth preparation in exchange for keeping sophomore level courses (2A and 2B).

A minimum of 3 hours of reader time shall be given for each 1A/1B course for preparing and/or correcting language laboratory materials.

All adjunct World Language instructors required to support the World Language Laboratory instructional program will be compensated an additional one-half hour (0.5 hour) of pay per week during a semester for each five (5) unit course taught.

**Philosophy 6**

(3 Hours Reader Time per Week for Each Section)

= 4.5 TLU’s

**LIFE SCIENCES DIVISION**

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.

**PHYSICAL EDUCATION, ATHLETICS, RECREATION, AND DANCE DIVISION**

No assignment of extra TLU’s for preparations. Article 15.6.4.2, Number of Preparations, does not apply.

**PHYSICAL SCIENCES DIVISION**

Lecture/Seminar, and Problem Session Hour

= 1.0 TLU

An additional .25 TLU for grading is given for each unit as listed in the College Catalog of mathematics courses, with the exception of Math 251, 262, 351, and 360.

**Chemistry 12A and 12B:** Equipment and instrument coordination in laboratory = 1.0 TLU
SOCIAL SCIENCE DIVISION

No supplemental factors.

OTHER LOAD FACTORS

COOPERATIVE WORK-EXPERIENCE

The load value for Cooperative Work Experience is 0.1 TLU per student.

If cooperative work experience students are not counted towards a unit member’s full-time semester load, the unit member will earn a work experience stipend of $75 per student.
The Monterey Peninsula Community College District ("MPC") proposes the following revisions to Article 16 (Salaries) of the collective bargaining agreement ("CBA") between MPC and Monterey Peninsula College Teachers Association ("MPCTA"): 

**ARTICLE 16: Salaries**

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

* * *

**16.1.2 Schedule B**
Schedule B shall apply to non-contractual hourly employees and to employee's full-time faculty working on an overload basis who teach credit classes.

**16.1.2.1 Hourly Certificated Schedule B-1**
Schedule B-1 shall be used for payment of employees who teach credit classes and are receiving Health and Welfare benefits.

**16.1.2.2 Hourly Certificated Schedule B-2**
Schedule B-2 shall be used for payment of employees who teach Credit classes and are not receiving Health and Welfare benefits.

**16.1.2.3 Overload Pay for Employees on a Contractual Basis**
Employees on a contractual basis shall be paid on the appropriate hourly certificated schedule when performing services as overload during the academic year.

**16.1.2.3.1 Overload Limitations**
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. Notification of such waiver shall be sent to the Association each semester that it is used.

**16.1.3 Schedule C**
Schedule C shall apply to non-contract hourly employees and full-time faculty working on an hourly basis, performing duties as counselors, librarians, nurses,
and those who are assigned to course/program development or are employed in categorically funded programs as defined in section 15.8. The present categorically funded employees shall be maintained at their current wage rate until Schedule C rates equal their present wage rate.

16.1.3.1 Hourly Certificated Schedule C 1
Schedule C-1 shall be used for payment of employees who teach credit classes and are receiving Health and Welfare benefits.

16.1.3.2 Hourly Certificated Schedule C-2
Schedule C-2 shall be used for payment of employees who teach Credit classes and are not receiving Health and Welfare benefits.

16.2 Effective Date of Implementation of Exhibit A - Salary Schedules
The salary schedules listed in Exhibit A are effective for all employment after July 1, 2004.

16.3 Reopening Negotiations
The parties agree that negotiations will not be reopened for the academic years 2004-05 through 2006-07.

16.4.1 Placement and Advancement on Salary Schedule

16.4.2 Column Placement
Employees shall be placed on the appropriate column of the schedule that applies to them in accordance with the chart shown as Exhibit A. Placement of holders of Eminence Credentials shall correspond to the requirements of the Columns.

16.4.2 Column Advancement
Following initial proper column placement, advancement to higher columns is determined as follows:

Academic Disciplines and/or Occupational Disciplines Requiring a Master’s Degree

- By earning higher degrees in an accredited institution
- By completion of college-level credit courses (including those offered as extension courses) from an accredited institution of no more than ten (1) semester units of lower division college level courses, and completion of twenty (20) or more semester units of upper division and graduate level courses.
The choice of college-level credit courses to be used for column advancement must be appropriate to the assignment at the District and shall be approved in advance by the District.

**Occupational Disciplines Not Requiring a Master’s Degree**

- By occupational or vocational experience (including part-time occupational or vocational experience) in a field of employment appropriate to the assignment at the District and approved in advance by the District.

- By earning higher degrees in an accredited institution

- By completion of college-level credit courses (including those offered as extension courses) from an accredited institution

The choice of college-level credit courses to be used for column advancement must be appropriate to the assignment at the District and shall be approved in advance by the District.

For non-contractual hourly employees on Schedule B and C, occupational experience shall apply to initial placement only.

The conditions italicized above in 16.4.2 shall become effective as of July 1, 2007, and shall not be applied retroactively.

**16.4.2.1 Advancement Beyond the Highest Column Step**

Once employees have reached the highest step in any column on their schedule, they may advance to a higher column upon completion of all requirements for that higher column.

**16.4.3 Non-Contractual Employee Advancement**

Effective July 1, 1982, non-contractual employees on Schedule B and C who complete the professional growth requirement cited in Exhibit E shall be eligible to move beyond step 3 and step 7.

**16.4.4 Column and Step Advancement Freeze**

**16.4.4.1 Unsatisfactory Evaluation**

In the event that any unit member receives an unsatisfactory evaluation through procedures described in the Certificated Evaluation Policy and procedures, 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 his or her step/column advancement, but
if the employee meets the requirement within the next twelve (12) month period, no loss of continuity would occur. If the employee fails to meet the requirement within the grade period, loss of continuity of progression would be imposed.

16.4.4.2 Professional Growth
If at the end of any (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.

16.4.4.3 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.

16.4.5 Column Advancement Verification
The employee shall submit verification of completion of unit requirements or occupational experience for movement to a higher column. Such verification shall be by official grade slip or transcript, or in the case of occupational experience such records as applicable verification of employment. For employees on Schedule A, records for verification presented on or before the Friday of the first week in September in any year shall apply to salary adjustment effective that year. Request for advancement shall be on file no later than June 15. For employees on Schedule B and C, verification must be on file in the personnel file prior to the beginning of the work assignment. Any extenuating circumstances affecting the date of submission of verification shall bear upon the salary adjustment that year after notification of such circumstances to the appropriate dean.

16.4.6 Step Placement
The conditions italicized in 16.4.6 below shall become effective for employees hired after July 1, 2007, and shall not be applied retroactively. Employees 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.

16.4.6.1 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).

16.4.6.2 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.

16.4.6.3 Full-time Work Credit for Occupational/Vocational Disciplines Only
Initial step credit for full-time work experience in occupational or vocational programs 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).

Occupational or vocational work experience may be used either for column placement or step placement, but not for both.

16.4.6.4 Part-time Work Credit for Occupational/Vocational Disciplines Only
Part-time work experience in occupational or vocational programs 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).

Occupational or vocational work experience may be used either for column placement or step placement, but not for both.

16.4.6.5 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
16.4.7 Step Placement on Schedules B and C
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 or C, the employee shall be placed on the appropriate step on Schedule B or C.

16.4.7.1 Column Placement Verification
Column placement shall be verified by transcripts and other supporting data provided by the instructor. All instructors shall be placed on Column 1 pending verification of proper column placement.

16.4.8 Step Advancement
Following the initial step placement, salary step advancement for employees on Schedule A shall be at the rate of one (1) step for each year of experience as an employee. If an employee on Schedule A is employed for at least one (1) semester of an academic year, then that employee shall be given credit for that year's experience for step advancement purposes. Salary step advancement for employees on Schedule B and C shall require the employee to teach or perform other paid service 100 hours (or two 3 unit classes) for more than two (2) terms (Summer Session, Fall, Spring, and Intersession). Step advancement for such employees shall be limited to no more than two (2) steps per academic year. For purposes of this section, the academic year begins in the Fall (Fall, Early Spring, Spring, Summer.) This section is implemented as follows: All step increases are effective on July 1st of the next academic year:

1. Every 100 or more hours (or 2 unit classes), one step increase is granted unless Professional Growth documentation is required.
2. Extra hours over 100 are eliminated after each step increase.
3. Only step increase is granted at one time.
4. Step increases are limited to 2 per academic year.
5. In this application, the academic year begins in the Fall (Fall, Early Spring, Spring, Summer.)
6. If less than two steps are given in any academic year, the hours carry over to the next academic year.
7. If two steps are given in an academic year, hours are not carried forward.

Increase only one step when Professional Growth documentation is presented if at least 100 hours have been worked since the last step increase; additional hours are not carried forward.
16.4.9 Professional Work Units
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 or step advancement as semester units required for that step/column.

16.4.10 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.

16.4.11 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.

16.5 Right-to-Withhold-Pay
The District may withhold the last month of service of an employee’s pay for failure to return grade reports and class rotbks or 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.

16.6 Cancelled Classes
Hourly unit members and contract unit members teaching overload whose class is cancelled shall be compensated by the District for the actual in-class hours worked.

16.7 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.
Salary Schedule Adjustment

Salary Schedules contained in Exhibit A (A-Contract faculty, B1 & B2 Hourly Academic Teaching, and C1 & C2 Hourly Academic Non-Teaching) shall be increased retroactive to July 1 of each fiscal year by the percentage increase between the District's beginning and ending apportionment (P1) report from the state for each year, with the following adjustments:

1. For the net percentage change in benefits that differs from the state COLA (excluding payments for GASB-45 retiree liability);
2. Less $64,263 for fiscal year 2007-2008 only for increased cost items negotiated effective July 1, 2007;
3. Each year within 30 days after release of P1, the District and the Association shall meet and agree on amounts to be deducted for a special “Improvement and Growth Fund” and other cost items agreed to;
4. In the event of one time stability money from the state the district and Association agree to re-open on the item.

If the state makes structural changes to the community college funding formula during the term of this agreement, and upon request of either the District or the Association, this section shall be open for immediate negotiation, notwithstanding any prior agreement specified in Article 28 Duration.

[EXISTING TEXT OF ARTICLE 16.8 WILL BE DELETED PURSUANT TO THE 11/21/16 SETTLEMENT AGREEMENT.]

16.8 Salary Adjustments

There shall be no additional increases to Salary Schedule A for the 2016-17 and 2017-18 fiscal years. This shall not affect the 1% on-schedule increase effective July 1, 2016 and the 2% on-schedule increase effective July 1, 2017.

16.9 Salary Schedule Compression

Effective July 1, 2007, Salary Schedule A will be adjusted to eliminate longevity step 15. Step 15 will become step 13.

<table>
<thead>
<tr>
<th>STEP</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
</tr>
</thead>
<tbody>
<tr>
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<td>43,544</td>
<td>47,157</td>
<td>50,770</td>
<td>54,386</td>
<td>57,905</td>
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<td></td>
</tr>
<tr>
<td>2</td>
<td>45,717</td>
<td>49,307</td>
<td>52,898</td>
<td>56,488</td>
<td>59,078</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>47,808</td>
<td>51,408</td>
<td>55,998</td>
<td>59,588</td>
<td>62,178</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>50,074</td>
<td>53,662</td>
<td>57,255</td>
<td>60,847</td>
<td>64,439</td>
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<tr>
<td>5</td>
<td>52,344</td>
<td>55,932</td>
<td>59,525</td>
<td>63,117</td>
<td>66,709</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>6</td>
<td>54,614</td>
<td>58,206</td>
<td>61,798</td>
<td>65,390</td>
<td>68,982</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>56,884</td>
<td>60,476</td>
<td>64,068</td>
<td>67,660</td>
<td>71,253</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>59,154</td>
<td>62,746</td>
<td>66,338</td>
<td>69,930</td>
<td>73,525</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
16.10 Timecard Elimination
A system will be implemented to eliminate timecards for unit member paid from Schedules B & C.

16.11 Comparable Pay For Part-time Faculty
The District and Association agree to the goal of comparable pay for comparable work for part-time faculty.

Exhibit A-5  Salary Schedule B1 and B2

Monterey Peninsula Community College District

SCHEDULE B1

[ Schedule B1 for 2017-18 shall be increased to be at the level (identical) of Schedule B2 at the level that Schedule B2 was at on May 5, 2017.]

SCHEDULE B2

[For 2017-18, Schedule B2 shall reflect a 1.0% increase to the level that Schedule B2 was at on May 5, 2017.]
Exhibit A-6  Salary Schedule C1 and C2

Monterey Peninsula Community College District

SCHEDULE C1

[Schedule C1 for 2017-18 shall be increased to be at the level (identical) of Schedule C2 at the level that Schedule C2 was at on May 5, 2017.]

SCHEDULE C2

[For 2017-18, Schedule C2 shall reflect a 1.0% increase to the level that Schedule C2 was at on May 5, 2017.]
The Monterey Peninsula Community College District ("MPC") proposes the following revisions to Article 17 (Extra Duty and Extended Year Pay) of the collective bargaining agreement ("CBA") between MPC and Monterey Peninsula College Teachers Association ("MPCTA"): 

Article 17 – Extra Duty and Extended Year Pay 

17.1 Summer Session, Intersession, and Substitute Assignments  
Employees shall be paid on the appropriate Hourly Certificated Schedule for Summer Session, Intersession, and substitute assignments. 

17.2 Non-Teaching, Extra Duty Assignments  
Except as otherwise provided in section 23.5 of this Agreement, employees performing authorized extra duty assignments (e.g., research, surveys, developmental projects not as part of the load balancing formula of Article 15) shall be paid on the appropriate Hourly Certificated Schedule. 

17.3 Evaluation Pay  
Regular unit members may be required to participate in classroom evaluations as peer evaluators for up to four (4) times per year as part of their normal duties. Each evening and off-campus evaluation shall count as two (2) of the four (4) evaluations. Additional evaluations shall be paid at the rate of one (1) hour for on-campus day evaluations and two (2) hours for off-campus and evening evaluations on the appropriate Hourly Certificated Schedule. Travel pay for off-campus evaluations shall be paid at the rate established in Article 21. If additional classroom evaluations are required, the evaluator shall be paid one hour at the non-instructional rate per evaluation. 

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 or adjustments approved. 

17.4.1 Rate of Compensation for Extended Work Year  
The rate of compensation of each week of full-time assigned extended work shall be computed at 2.5% of the salary column and step at which the unit member is placed. 

17.5 Extra Responsibility Pay-Stipends
Extra responsibility pay and Director's pay stipends shall be awarded as shown in Exhibit D shall be awarded $1,743 in 2006-07 and shall be adjusted annually by the same percent as any increase that may be applied to Schedule A, generated by the salary schedule adjustment in 16.8:

17.6 Release Time
Positions with authorized release time to perform duties as specified are shown in Exhibit D.

17.7 Coaching Pay
Coaching pay or release time shall be in accordance with the coaching pay schedule shown in Exhibit A-7. The coaching schedule shall be adjusted on the same percentage basis as regular cost of living adjustments would apply to basic salary schedules. The parties reserve the right to reopen negotiations on the structure of extended week compensation upon the conclusion of the ongoing STRS audit. 17.7.1 A sport that has combined men's and women's teams shall be considered a single coaching assignment.

17.7.1 Post-Season
An additional $1,000 +5 hours per week per head coach will be granted to the coaching staff involved where post-season playoffs, finals, tournaments, Bowl games, or State playoffs are scheduled due to team performance.

17.8 ESL Placement and Math Assessment
Compensation up to an annual maximum of $1,500 shall be awarded to the ESL Test Coordinator ESL assessment test coordination. Compensation up to an annual maximum of $1,000 shall be awarded to Math Department Chair or designee for the math. Compensation shall be paid at the hourly rate on Schedule C1. (Address through Art. 23)

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 17 for the following positions:

- **Counselors**
  - 2 Weeks’ Pay (Deleted upon new calendar per Art. 11)
- **Dental Assisting Coordinator**
  - 3 Week’s Pay
- **Division Chairs**
  - 1 Week’s Pay
- **Faculty Senate President**
  - 10 Week’s Pay
- **Director, International Student Programs**
  - 10 Week’s Pay
- **International Student Advisor**
  - 6 Weeks’ Pay (20/35 of Normal Week) (Refer to LD Proposal)
- **Library Director or Designate**
  - 5 Weeks’ Pay (35/35 of Normal Week)
- **Medical Assisting Coordinator**
  - 3 Week’s Pay
- **Athletic Director**
  - 6 Weeks’ Pay (Refer to AD Proposal)
The parties reserve the right to reopen negotiations on the structure of extended week compensation upon the conclusion of the ongoing STRS audit.

### EXTRA RESPONSIBILITY PAY-STIPEND

In accordance with Article 17, a stipend (to be increased by the same percentage as any increase that may be applied to Schedule A) extra responsibility pay/ Director's pay in the amount of $1743 for 2006-07 shall be provided to unit members assigned awarded to the following positions, per semester:

<table>
<thead>
<tr>
<th>Position</th>
<th>Stipend</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Division Chair</td>
<td>$5,000*</td>
</tr>
<tr>
<td>(Refer to Art. 23)</td>
<td></td>
</tr>
<tr>
<td>2. Athletic Director</td>
<td>$5,000</td>
</tr>
<tr>
<td>(Refer to AD Proposal)</td>
<td></td>
</tr>
<tr>
<td>3. Department Chair/ Program Lead</td>
<td>$2,500</td>
</tr>
<tr>
<td></td>
<td>See Article 23</td>
</tr>
<tr>
<td>4. Gentrain Coordinator</td>
<td>$3,500</td>
</tr>
<tr>
<td>5. English &amp; Study Skills Center Director**</td>
<td>$903</td>
</tr>
</tbody>
</table>

*Note that Division Chair responsibilities would be reduced under the District's proposed Article 23.*

**This stipend will expire upon vacancy by the current incumbent.**

- Athletic Director  (Refer to AD Proposal)
- Library Director  (Refer to LD Proposal)
- Women's Center Director
- English & Study Skills Center Director** (See above)
- Director, International Student Programs

The parties reserve the right to reopen negotiations on the structure of extended week compensation upon the conclusion of the ongoing STRS audit.
**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:

<table>
<thead>
<tr>
<th>POSITION</th>
<th>TLU REASSIGNED PER YEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Association Designees as determined by the Association</td>
<td>12.0**</td>
</tr>
<tr>
<td>Athletic Director</td>
<td>+2.0 (Refer to AD Proposal)</td>
</tr>
<tr>
<td>Dental Assisting Coordinator</td>
<td>-4.0 (See Exhibit D1)</td>
</tr>
<tr>
<td>English Department Chairperson</td>
<td>-6.0 (See Art. 23)</td>
</tr>
<tr>
<td>Faculty Senate President</td>
<td>12.0**</td>
</tr>
<tr>
<td>Other (to be reassigned by Senate President with approval of Vice President of Academic Affairs or Vice President of Student Services.)</td>
<td>6.0**</td>
</tr>
<tr>
<td>College Council Chairperson, President’s Advisory Group - Tri-Chair</td>
<td>6.0 2.0</td>
</tr>
<tr>
<td>International Student Advisor</td>
<td>45.0</td>
</tr>
<tr>
<td>Gentrain Coordinator</td>
<td>-3.25 (See Exhibit D1)</td>
</tr>
<tr>
<td>Head Coach for Football, Basketball (Fall), Baseball, Swimming, Track, Softball</td>
<td>-6.8 (See Exhibit A7)</td>
</tr>
<tr>
<td>Head Coach for All Other Sports</td>
<td>-4.5 (See Exhibit A7)</td>
</tr>
<tr>
<td>“Grandfather” Provision for Assistant Coach Basketball (Spring)</td>
<td>-1.5</td>
</tr>
<tr>
<td>Learning Center Coordinator</td>
<td>-6.0</td>
</tr>
<tr>
<td>Medical Assisting Coordinator</td>
<td>-4.0 (See Exhibit D1)</td>
</tr>
<tr>
<td>SRO-Theater Coordinator</td>
<td>-2.0</td>
</tr>
</tbody>
</table>
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

* 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.

Exhibit A-7  Coaching Pay Schedule

Monterey Peninsula Community College District

COACHING PAY SCHEDULE

<table>
<thead>
<tr>
<th>Teaching Load Credit or Stipend</th>
<th>Full Time Head Coach for all sports</th>
<th>Part Time Head Coach for all sports</th>
<th>Assistant Coach for all sports</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.5 - 6.8 TLU</td>
<td>$2,780 - $4,527</td>
<td>$7,500</td>
<td>$2,436 - $4,169</td>
</tr>
<tr>
<td>7.5 TLU</td>
<td>$8,000</td>
<td></td>
<td>$5,500</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$6,000</td>
<td></td>
</tr>
</tbody>
</table>

2007-2008
Effective July 1, 2007
<table>
<thead>
<tr>
<th>Teaching Load Credit²</th>
<th>Head Coach for Football, Track, Basketball, Swimming, Soccer, Baseball, Softball</th>
<th>Head Coach for all other sports</th>
<th>Assistant Coach for Football, Track, Basketball, Swimming, Soccer, Baseball, Softball</th>
<th>Assistant Coach for all other sports</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.8 TLU</td>
<td>4.5 TLU</td>
<td>No TLU</td>
<td>No TLU</td>
<td></td>
</tr>
</tbody>
</table>

### Experience Steps

<table>
<thead>
<tr>
<th></th>
<th>First-year at MPC</th>
<th>Second-year at MPC</th>
<th>Third-year at MPC</th>
<th>Fourth-year at MPC</th>
<th>Fifth-year at MPC</th>
<th>Sixth-year at MPC</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>3,480</td>
<td>3,129</td>
<td>2,780</td>
<td>2,436</td>
<td>3,480</td>
<td>3,129</td>
</tr>
<tr>
<td></td>
<td>3,820</td>
<td>3,480</td>
<td>3,129</td>
<td>2,780</td>
<td>3,480</td>
<td>3,129</td>
</tr>
<tr>
<td></td>
<td>4,169</td>
<td>3,820</td>
<td>3,480</td>
<td>3,129</td>
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<td>4,527</td>
<td>4,169</td>
<td>3,820</td>
<td>3,480</td>
<td>4,169</td>
<td>3,820</td>
</tr>
<tr>
<td></td>
<td>4,881</td>
<td>4,527</td>
<td>4,169</td>
<td>3,820</td>
<td>4,881</td>
<td>4,527</td>
</tr>
<tr>
<td></td>
<td>5,319</td>
<td>4,881</td>
<td>4,527</td>
<td>4,169</td>
<td>5,319</td>
<td>4,881</td>
</tr>
</tbody>
</table>

### Notes:

The 2006-2007 Salary Schedule was increased by 2.45% to arrive at the 2007-2008 rates.

² Non-contract coaches who do not receive teaching load credit will receive the following amount in addition to the flat fee:

Step 1 in appropriate column of Schedule A for Contract Faculty x 50% x TLU% x 67%  
(e. g. $51971 x 50% x (6.8/15) x 67% = $7,893)

Head coaches with previous experience as assistant coaches will receive placement on the head coach schedule that provides the same salary rate as previous placement on the assistant coach’s schedule.

Effective Date: July 1, 2007
MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT
Counterproposal to MONTEREY PENINSULA COLLEGE TEACHERS ASSOCIATION
Regarding Article 20 – Part Time Temporary Faculty

April 21, 2017

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— a general publication notice from the District and notification of the Association. Recruitment and selection of Adjunct Faculty— temporary unit members shall be in accordance with Governing Board selection District procedures and Article 23 of the 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, 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 Based Upon the Reemployment Preference.

Starting with assignments for the Fall Semester 2019, 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 assignment, in compliance with the Minimum Qualifications for Faculty and 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.

20.4 Cancellation or Withdrawal of Tentative Assignment

Non-contract hourly Adjunct Faculty teaching assignments are made by the District on a tentative basis, subject to a number of institutional factors: 1) administrative and Governing Board approval; 2) minimum class size according to Article 15.10.1; 3) possible assignment of a contract instructor to one or more classes tentatively assigned to an Adjunct Faculty member; a non-contract instructor. If an assignment is cancelled or
withdrawn by the District, the cancellation or withdrawal will be effective when the unit member is notified by the division chair or Dean assigned to the discipline.

20.4.1 Course Cancellation Fee
In the event a course is cancelled before the first meeting, temporary instructors will be paid a course preparation fee not to be less than the number of hours of the first class meeting, the fee being at the instructor's hourly rate, provided the instructor has not taught the course before and it is the only such section taught by the instructor.

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 Article 20.4 Sections 20.1 and 20.2; 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 end shall not retain a reemployment preference.

20.8.2.1 Prior to initiate disciplinary action under this procedure, the relevant Dean Article, the District 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 or to request a pre-disciplinary meeting with a reasonably impartial and uninvolved officer, on or before the tenth 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 may 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...
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 Full-Time Equivalent (FTE) for STRS
Defining This article defines "Full-Time" and Defining "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 funding, and subject to program changes, and no part-time faculty member shall have reasonable assurance of continued employment at any point, irrespective of the status, length of service, or reemployment preference of that part-time, temporary
faculty member."

[MPC has given serious consideration to the proposal for multi-year contracts for adjunct faculty members for the purpose of recruiting and retaining adjunct faculty members. Regretfully, MPC is not able to agree to this proposal at this time. MPC is engaged in an ongoing process of refining its course offerings on a semester-by-semester basis, and to recalibrate its course offerings to be tailored to student interest and community and workforce needs. Until MPC has completed this process, it would be imprudent to offer contracts to adjuncts for a longer term than its semester-by-semester scheduling basis.]
MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT  
Proposal to MONTEREY PENINSULA COLLEGE TEACHERS ASSOCIATION  
Regarding Article 23 – Division Chairpersons

May 5, 2017

The Monterey Peninsula Community College District ("MPC") proposes the following revisions to Article 23 (Division Chairpersons) of the collective bargaining agreement ("CBA") between MPC and Monterey Peninsula College Teachers Association ("MPCTA"):  

ARTICLE 23 - DIVISION AND DEPARTMENT CHAIRPERSONS

23.1 Division and Department Chairs’ person Assignments

23.1.1 Division Chairperson and Department Chairperson are an additional assignment for a full-time faculty member with responsibility for a division or department.

23.1.2 A Division or Department is an organizational unit defined by the District.

23.12 Selection Procedure for Division Chairs

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, and 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 Division Chair appointed by 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.

23.23 Term for Division Chairs

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.

23.34 Recall/Vacancy of Division Chairs

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. 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
23.4.3 — Budget

- Monitor budget expenditures: assume responsibility for completion of appropriate budgetary tasks in a reasonable time.
- Initiate and monitor budgeted work order requests for necessary repair, remodeling, special maintenance, furniture requests, etc.
- Work with the Office of Instruction in the allocation of division reader time as specified in Article 15 of this Agreement.
- Prepare and recommend the annual division budget.
- Administer the approved annual budget to include the following: approve all purchase requisitions and maintain files of such, monitor monthly balances, monitor the divisional budgets for student help, travel, and film ordering.

23.4.4 — Curriculum

- Carry division recommendations on major curriculum and other program changes to the appropriate dean.
- Initiate and assist in the development of new courses and new instructional programs.

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 Instructional Council/ Academic Affairs Advisory Group, the Administrative Council, and other committees.
- Advise the appropriate dean about matters of professional concern.
- Represent the division at each Instructional Council/Academic Affairs Advisory Group meeting and be responsible for communicating recommendations, actions, and information to the division.
- Participate in the liaison between the college, business, and other groups as it pertains to the division.
- Conduct monthly meetings of the division to assure 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 with the administration and counseling staff in the liaison between the college and high schools, and between the college and other colleges and universities.
- 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.
23.8.2 — Classified Staff Inclusion
The number of classified staff shall be included in the computation of release time only when the classified staff are supervised directly by the chairperson, in accordance with the provisions of 23.4.1.3 of this Article.

23.8.3 — Special Considerations
When budget items, special projects, curriculum development, hiring, and multiple-site scheduling go beyond the normal responsibilities of the chairperson, these factors shall be considered for additional release time through mutual agreement between the chairperson and the dean.

23.8.3.1 — Hiring Committees
In the event a division chairperson is required to chair more than one 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 he/she cannot undertake this additional task, the division chairperson may request additional reassigned time from the Vice President/Assistant Superintendent.

23.8.4 — Other Adjustments
The administration reserves the right to make necessary adjustments, with such adjustments made after review of the division load index and consultation with the affected division chairperson. If the administration anticipates that an adjustment will result in a reduction, the Association will be notified and have an opportunity to participate in a consultation meeting with the affected division chairperson.

23.8.5 — Division Chairperson Unit (DCU)
The basis for release 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 Classified Employee (Full-time) = 1.0 DCU
Each Classified Employee (Part-time) = 0.5 DCU
Each Regular Instructor (Full-time) = 1.0 DCU
Each Regular Instructor (Part-time) = 0.5 DCU
Each Contract Instructor (Full-time) = 1.5 DCU
Each Temporary Instructor (Hourly 1st Semester) = 0.5 DCU
Each Temporary Instructor (Hourly Other) = 0.2 DCU
Each Temporary Instructor (Full-time Contractual) = 1.5 DCU
Each Temporary Instructor (Part-time Contractual) = 0.5 DCU

Instructors on sabbatical leave, leave of absence, and/or serving as Division Chairperson shall not be included in the release time formula.

23.8.6 — Release Time Formula
Release time shall be determined as follows:

<table>
<thead>
<tr>
<th>Number of DCU’s Within Division</th>
<th>Annual Release Time in TLU’s</th>
</tr>
</thead>
<tbody>
<tr>
<td>1–10.5</td>
<td>6 TLU’s</td>
</tr>
<tr>
<td>10.6–15.5</td>
<td>9 TLU’s</td>
</tr>
<tr>
<td>15.6–20.5</td>
<td>12 TLU’s</td>
</tr>
<tr>
<td>20.6–25.5</td>
<td>15 TLU’s</td>
</tr>
<tr>
<td>25.6–30.5</td>
<td>18 TLU’s</td>
</tr>
</tbody>
</table>

(S0121944) 5
• Coordinate the decision-making process for the selection of textbooks
• Lead the department’s efforts in curriculum development

23.9 Compensation for Division and Department Chairpersons

--- Separate Salary Schedule. Division and Department chairpersons shall be compensated for both instructional/service duties and additional duties through placement on a separate salary schedule for Division and Department Chairpersons. Placement on the Division and Department Chairperson Salary Schedule shall be for the duration of service in the Chairperson position, which normally shall be on an annual basis for a three-year term.

The proposed Salary Schedule shall represent Schedule A with a 7.5% increase to all cells which would apply to no more than ten (10) Division Chairs and twenty (20) Department Chairs in Academic Affairs and one (1) Division Chair and one (1) Department Chair in Student Services.

23.9.1 Division Chairperson compensation
Division Chairpersons will be compensated with a stipend as described in Article 17.5 and Exhibit D-1. A contract will be issued for each Division Chair. The contract will include a description of the duties and responsibilities to be performed, term of the assignment and total stipend.

23.9.2 Department Chairperson compensation
Department Chairpersons will be compensated with a stipend as described in Article 17.5 and Exhibit D-1. A contract will be issued for each Department Chairperson. The contract will include the duties and responsibilities, term of the assignment and total stipend.

23.9.10 Agreement Interpretation by Division Chairpersons
Division and Department 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 or department 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.

23.6 Separate Salary Schedule. Division and Department chairpersons shall be compensated for both instructional/service duties and additional duties through placement on a separate salary schedule for Division and Department Chairpersons. Placement on the Division and Department Chairperson Salary Schedule shall be for the duration of service in the Chairperson position, which normally shall be on an annual basis for a three-year term.
[Parties reached tentative agreement on 4-7-17]

MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT
and MONTEREY PENINSULA COLLEGE TEACHERS ASSOCIATION
Regarding Article 24 – Statutory Changes

April 7, 2017

Article 24: Statutory Changes

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 20 business days of the implementation of said changes. The District will provide MPCTA with the right to bargain such changes as affect the terms and conditions of faculty employment before the planned implementation date. If the Association seeks to bargain such impacts, the Association shall promptly serve the District with a written request to bargain within 15 business days after receiving written notice of the planned changes. The request will identify the specific impacts to be bargained and will provide multiple dates within the prospective 30-day period on which the Association will be available to complete the impacts bargaining.
MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT
Counterproposal
to MONTEREY PENINSULA COLLEGE TEACHERS ASSOCIATION
Regarding – Article 28 - Distance Education
and Article 30 - Intellectual Property

April 21, 2017

The following Counterproposals/Proposals is presented to MPCTA as an entire package regarding this subject matter. This Counterproposals/Proposals may contain concessions or agreements by MPC that are linked and coupled with additional changes or additions to the existing and/or proposed contract language. If MPCTA is unable to accept this Counterproposals/Proposals in its entirety, MPC reserves the right to adjust, reframe, and revise its subsequent Counterproposals/Proposals in a manner that reflects a repackaging and modification of this Counterproposals/Proposals.

**UNDERLINE W/BLUE HIGHLIGHT** = DISTRICT LANGUAGE
**STRIKEOUT W/BLUE HIGHLIGHT** = DISTRICT STRIKEOUT
**UNDERLINE W/O HIGHLIGHT** = NO AGREEMENT WITH ASSN LANGUAGE
**STRIKEOUT W/O HIGHLIGHT** = NO AGREEMENT WITH ASSN STRIKEOUT
**UNDERLINE W/ YELLOW HIGHLIGHT** = DISTRICT AGREES WITH ASSN LANGUAGE
**STRIKEOUT W/ YELLOW HIGHLIGHT** = DISTRICT AGREES WITH ASSN STRIKEOUT

Article 28: Distance Education

28.1 Definition

Distance education is a formal mode of instruction which uses one or more technologies to deliver instruction to, and interact with, students who are separated from the instructor and which requires regular, substantive, and effective interaction between the student and instructor. The same standards of course quality shall be applied to any portion of a course conducted through distance education as are applied to traditional classroom courses.

28.2 Distance Education Training

If the District requires training of instructors to participate in distance education, the hours of training required will be paid at the non-instructional rate.

28.3 Distance Education Course Development

Faculty who initially develop a course for electronic delivery may elect to receive a workload equivalency appropriate to the scope and nature of the project of no less than one (1) credit hours.
28.2 Distance Education Class Size

Determination of class size for a distance education class should be based on pedagogical considerations. Distance Education class size shall not exceed the class size of a face to face section of the same course, unless by agreement of the department chair and the instructor assigned to the course.

Article 30: Intellectual Property

30.1 Employee Intellectual Property Rights

The ownership rights to a creation at the District shall be determined generally as set forth below and in accordance with applicable Board Policies, Administrative Procedures, and intellectual property laws, unless ownership rights are otherwise modified by an agreement between the employee and the District.

30.1.1 A District employee who is the creator of an academic work in his or her field of expertise owns the copyright in that work. Academic works include textbooks, lecture notes and other course materials (including online course materials), literary works, artistic works, musical works, architectural works, and software produced with no more than nominal or incidental use of the District’s resources. Academic works described in this paragraph are owned by the employee, even though such works may have been developed within the employee’s scope of employment.

30.1.2 District Intellectual Property Rights

The District owns all other intellectual property, including but not limited to patentable inventions, such as computer software, created by its employees under the following circumstances:

1. If intellectual property is created through the District’s administrative activities by an employee working within his/her scope of employment; or
2. If intellectual property is created by an employee executing a duty or specific assignment designated by the District; or
3. If intellectual property is created through the substantial use of District resources; or
4. If intellectual property is commissioned by the District pursuant to a signed contract; or
5. If intellectual property is produced within one of the nine categories of works considered works for hire under copyright law pursuant to a written contract, or

6. If intellectual property is produced as a result of a project specifically funded for the purpose of creating content for use and sharing by the District.

Where circumstances give rise to District intellectual property rights, as described above, the creator of the potential intellectual property will promptly disclose the intellectual property to the District. The District and the creator may enter into a written agreement whereby the creator executes documents assigning intellectual property rights to the District. For the purposes of this Article, the following definitions apply to the following words or phrases:

1. "Administrative Activity" means the execution of the District’s management or administrative functions such as preparing budgets, policies, contracts, personnel management, printing course materials and catalogues, maintenance of computer data, long range planning, and keeping inventories of equipment. Teaching and other academic endeavors are not administrative activities.

2. "Author" or "Creator" means an individual who alone or as part of a group of other creators, invent, author, discover, or otherwise create intellectual property.

3. "District Resources" means all tangible resources including buildings, equipment, facilities, computers, software, personnel, and funding.

4. "Substantial Use of District Resources" means use of District resources beyond the normal professional, technology, and technical support generally provided by the District and extended to an individual or individuals for development of a product, project, or program. The use of the college learning management system does not constitute a substantial use of district resources. Receipt of a MPC Foundation Faculty and Staff Advancement grant does not constitute substantial use of District resources. The use of District resources must be important and instrumental to the creation of the intellectual property. The following do not constitute substantial use of the District’s resources: (1) incidental use of District resources and/or (2) extensive use of District resources commonly available to District employees.

A substantial use of the District’s resources may be implicated in situations where the creator spends such time and energy in the creation of a work that results in a great reduction of the creator’s teaching activity. In the event the District provides substantial resources to an employee for creation of a work and the work was not created under an agreement (such as a sponsorship agreement, individual agreement, or special commission) the District and the
creator shall own the intellectual property rights jointly in proportion to the respective contributions made.

5. “Work” means an “original work of authorship fixed in a tangible medium” as used in the Copyright Act.

28.2.3 Syllabus.

28.2.3.1 A syllabus is defined as an operational document required to be produced and submitted by each instructor pursuant to Board Policies, Administrative Procedures, and District custom and practice. A syllabus is a reflection of the official course outline of record, sets expectations for students enrolled in the class, and may be used by the District for administrative purposes.

28.2.3.2 If faculty members wish to protect original works of authorship created uniquely for their class(es), then such original content may be provided to students as a document separate from the syllabus. The ordering and scheduling of course topics, examinations, and similar matters is not considered original works of authorship.

28.2.3.3 Original works of authorship (described in Article 28.2.3.2 above) shall not be provided by the District to another faculty member as a model or pre-determined curriculum without the author’s consent, which is not revocable once provided.

28.2.3.4 The Association acknowledges that the District has no control or responsibility over the actions of MPCTA unit members with respect to the sharing or duplication of another faculty member’s Work.

28.2.4 The official course outline of records is the property of the college regardless of authorship. The individual expressions in the syllabus are the intellectual property of the author.

28.2.3 Intellectual property associated with online instructional materials created without extraordinary college support is the sole and exclusive property of the creator.

28.2.4 A Distance Education instructor shall provide an electronic copy of each syllabus will be requested from faculty by to the Office of Academic Affairs. The syllabus may be used for administrative purposes that can include — for the following purposes:

+ Providing syllabi to students who request them for individual course articulation when the faculty member is unavailable.
2. Providing syllabi to authors of an accreditation self-study to demonstrate inclusion of Student Learning Outcomes and language that demonstrates the college's meeting of other accreditation standards and sub-standards.

3. Providing syllabi to visiting accreditation team members to demonstrate meeting of accreditation standards and sub-standards.

4. Faculty evaluations

5. Student grade change requests

6. Adjustment of student grievances

This particular electronic copy will only be used for the purposes outlined above.

[MOVE TO PROFESSIONAL DUTIES ARTICLE]

XX.X Professional Autonomy

A faculty member has the primary right and responsibility to determine the his/her methods of instruction (including the determination of how a course should be taught using distance education), the planning and presentation of course materials, and the fair and equitable methods of student assessment, in accordance with the approved curriculum and course outline, the educational mission and academic standards of the District, and state laws and regulations.
MPCCD Counter Proposal  
Regarding New Article – Professional Duties  

May 5, 2017

The Monterey Peninsula Community College District ("MPC") proposes the following terms for a new article (Employee Benefits) of the collective bargaining agreement ("CBA") between MPC and Monterey Peninsula College Teachers Association ("MPCTA"):

Article ___ - Professional Duties

X.1 Academic employees Faculty have a unique and significant role in the community and shared participatory governance process of Monterey Peninsula College. An academic employee Full time faculty have a professional role in the College’s activities within and outside of the classroom environment, while part-time faculty have a professional role primarily limited to classroom instruction and support services. As part of this responsibility, faculty are expected to assist in the recruitment and retention of students; campus and departmental governance; program review, accreditation, integrated planning and mentoring. Full time faculty have a primary responsibility in developing curriculum, delivering instruction, assessing and supporting student learning in the classroom. Full-time faculty also have other responsibilities related to course and program development, hiring and evaluating faculty, service to their department and division, and participation in college-wide committees and shared participatory governance.

X.2 In addition to those responsibilities set forth in this collective bargaining agreement, District Policy 5320, and District Policy Appendix 5320, all faculty shall perform their duties in a professional manner, including:

X.2.1 Providing 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.

X.2.2 Remaining current in their respective fields. 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.

X.2.3 Complying with Board policies, District procedures, state accreditation instructional requirements subject to negotiation and contract ratification when required under the Educational Employment Relations Act and other procedures established through the College’s participatory governance process.

X.3 Full-time Faculty shall perform their duties in a professional manner, including:

X.3.1 Attending and participating in college-wide, campus/center, division, department and program meetings and activities as required by contract or as assigned by the
X.5 Part-time instructional faculty are primarily responsible for work related to the course and classroom that they teach. In addition to their work related to the course(s) that they teach (i.e. preparation, teaching, assessing, reporting, as described above in X.4.1–X.4.7), or non-instructional services that they provide, part-time faculty are expected to do the following as part of their compensated duties:

X.5.1 Be available for a reasonable amount of student contact to respond to questions, to resolve problems related to the course, to provide office hours as required by this agreement, and to be available and responsive to student communications through time spent before or after class or through telephone or e-mail exchanges or office hours where facilities and schedules permit.

X.6 Part-time non-instructional faculty. Part-time non-instructional faculty shall provide specialized support services to students, faculty and management. These services may include program coordination, administrative functions, advising, consulting, training, tutoring, marketing, program development, grant development, job development and/or field supervision of students.