Tentative Agreement between the
Monterey Peninsula Community College District
And the
Monterey Peninsula College Teachers Association

November 5, 2018

The Monterey Peninsula Community College District and the Monterey Peninsula College Teachers Association both acknowledge the significant efforts made by both sides to reach a tentative agreement for a two-year contract. Both the District and MPCTA support the renewal of the prior contract with the following changes:

1. **Article 28 - Contract Period**
   a. The Association accepts: Two-year contract with an effective period from July 1, 2017 to June 30, 2019. Article 28 – Duration – shall now state:

   “This Agreement between Monterey Peninsula Community College District and Monterey Peninsula College Teachers Association (MPCTA) is effective upon ratification, unless otherwise specified, and shall remain in full force and effect from July 1, 2017 through June 30, 2019.

   During the term of this Agreement, the District and MPCTA agree that negotiations will be closed for the years 2017-18 through 2018-19. However, articles may be reopened with mutual agreement by all parties. This Agreement further closes any remaining obligations to collectively bargain over terms and conditions of employment for all years before the effective period.

   This Agreement is made and entered into this _____ day of November 2018, between the Monterey Peninsula Community College District and Monterey Peninsula College Teachers Association (MPCTA)/CTA/NEA, an employee organization.”

2. **Article 4 - Association Rights**
   a. The District accepts the language contained in MPCTA’s 6/21/17 proposal.

   **Article 4.2 - Access to Bulletin Boards** – shall now state:

   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.

3. **Article 6 - Grievances**
   a. The District accepts the following: MPCTA's 6/21/17 proposal on Article 6, except 6.6.1. The Association accepts the following: For Article 6.6.1, use a 15 day period for grievant to request mediation.

   b. Article 6 – Grievances – will now include the following revisions:
Article 6: Grievance Procedure
This Article is intended to promote the early identification, review, and resolution of grievances at the lowest levels possible.

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.

6.3 Time Limits

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 asks the appropriate administrator for an oral conference pursuant to the procedures set forth in Article 6.5.1.1, 6.5.2.1, or 6.5.3.1.

6.4 Exceptional Grievance Procedures
6.4.1 Multiple Grievants
Aggrieved unit members affected by the same issue may consolidate their grievance as long as the District and the Association agree to such consolidation.

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

6.4.3 Grievances against an Associate Dean, a Dean or a Vice President
In ordinary instances, an oral grievance will be initiated at Level I with the cognizant associate dean, dean, or immediate supervisor who will be the Level I Administrator. If the grievance involves action or inaction 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 the Association.

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.

6.5.3.2 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, 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 Association.

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 6.5) at an informal conference within fifteen (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. The administrator shall 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 written decision from the Level I administrator, the 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 written decision from the Level II administrator, or the decision from the Level I appeal, the grievant may, within ten (10)-15 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 fifteen (15) days of the receipt of the final decision submit a request in writing to the District and Association for
mediation of the dispute. Within fifteen (15) days of the grievant’s receipt of the final decision from the Superintendent/President, the Association shall inform the district of its intent as to whether or not the grievance will be mediated. The Association and the District shall attempt to agree upon a mediator. If no agreement can be reached, they shall request a mediator from the State Mediation and Conciliation Service.

6.6.2 Mediation Schedule
The mediator will, as soon as possible, schedule dates with the District and the Association to mediate the grievance. The grievant must be represented by the Association in the mediation and may participate in the mediation if he/she wishes. The District, the Association, and the grievant, if a participant, shall work with the mediator to attempt to reach agreement on a resolution of the grievance. If the grievant is not a participant, it is the responsibility of the Association to communicate the results of the mediation to the grievant within ten (10) days. All costs of the mediation shall be shared equally by the District and the Association. 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. If the grievant may within twenty (20) days of the grievants receipt of the mediation results, the Association shall inform the District of its intent as to whether or not the grievance will be arbitrated. The Association and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request that the State Conciliation Service supply a panel of five (5) names of persons experienced in hearing grievances in community colleges. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator.

The order of the striking shall be determined by lot.
6.7.2 Arbitration Schedule
The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted. If either party so requests, the arbitrators shall specifically rule upon the arbitrability of issues. If the parties cannot agree upon a 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.
6.8.3.3 The Arbitrator’s Fees and Expenses
The fees and expenses of the arbitrator shall be shared equally by the District and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services of such court reporter shall be paid by the party requesting the reporter or shared by the parties if they both mutually agree. If the arbitrator requests a court reporter, the costs shall be shared by both parties.
6.8.3.4 Waiver of Rights by Grievant
By filing a grievance and processing it to arbitration, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by this grievance/mediation/arbitration procedure. The processing of a grievance to arbitration shall constitute an express election on the part of the grievant that the grievance/mediation/arbitration procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for resolution or review of the issues. The parties do not intend by the provisions of this paragraph to preclude the enforcement of any arbitration award in any court of competent jurisdiction.

4. Article 8 - Leaves
   a. The District accepts the following: MPCTA's 6/21/17 proposal on Article 8, except Article 8.1.4.
   b. The Association accepts the following: Article 8.1.4, use the modified "method of charging sick leave" set forth in the District's 5/5/17 LBFO (hours absent charged in proportion to weekly hours).
   c. Article 8 – Leaves of Absence – shall be revised as follows:
      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 a full day of sick leave. If, for example, the only scheduled 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

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), steppchildren, foster children, or any relative living in the immediate household of the employee.)

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

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

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 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:

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 8.8, 8.7.3. 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 effective at the time of payment.

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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 effective at the time of payment.

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.

5. Article 9 Employee benefits
   a. The District accepts the proposed plan changes presented to the Health Care Cost Containment Committee on May 5, 2017, contingent upon approval by the District's other bargaining unit.

6. Article 11 - Work year
   a. The District accepts MPCTA's proposed language with the revisions noted below:

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

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

      11.2.1.2 Counselors shall work an additional 10 days per year, for a total of 185.5 days. The additional ten (10) days shall be paid at 1/175 of the contract salary per day and shall be subject to the STRS Defined Benefit Plan and shall be subject to STRS Regulations. These additional days will be used to provide service during registration, summer session, and intersession. The exact dates of service will be determined by mutual agreement of the individual counselor and his/her immediate supervisor. In the event dates required by the District for counselor services cannot be filled by mutual agreement with the individual counselor, the District reserves the right to assign counselors within each department area (i.e., Matriculation, EOPS, DSPS, etc.) to specific days and times, with right of first refusal offered on a rotating seniority basis.
11.2.1.3 Counselors who coordinate categorical programs shall work an additional 40 days per year, for a total of 215.5 days. The additional forty (40) days shall be paid at 1/175 of the contract salary per day and shall be subject to the STRS Defined Benefit Plan and shall be subject to STRS Regulations. These additional days will be used to provide service during registration, summer session, and intersession. These additional days will also be used to produce reports necessary to meet the requirements of these categorical programs. The exact dates of service will be determined by mutual agreement of the individual counselor and his/her immediate supervisor. In the event dates required by the District for counselor services cannot be filled by mutual agreement with the individual counselor, the District reserves the right to assign counselors within each department area (i.e., Matriculation, EOPS, DSPS, etc.) to specific days and times, with right of first refusal offered on a rotating seniority basis.

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

The Association and District agree to strike all provisions of the contract that refer to the prior method of paying faculty who work an extended workyear (including, but not limited to 15.12.3 and 17.4.1; Counselors should also be removed from Exhibit D-1.)

7. Article 14 - Evaluations
   a. The District accepts MPCTA's 6/21/17 proposal on Article 14.
   b. Exhibit G-1 - A Guide for Faculty Self-evaluation – will be revised as follows:

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 simulate thought and ideas about your work in and outside the classroom; some questions may be 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 B optional.

- Part A is classroom and student related. Please respond to the prompts that are appropriate to your assignment.
Part B is related to the kind of professional development, scholarly endeavors, and creative work that you have been involved in since your last evaluation. It 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 you are 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

Instructional faculty respond to each of the following prompts:

- Describe the teaching techniques that you typically use parentheses (e.g. lecture, discussion, group activities, inquiry, role-playing, AV, etc.)
- As appropriate to your assignment, describe your participation in course SLO assessment, program of study SLO assessment, service area outcomes assessment, program reflections, and if you are a full-time faculty member, program review. How have you used the results of your outcomes assessment to improve your teaching (for example have you tried to make new teaching have you tried new teaching techniques, new use new tools, included in lecture topics, etc.? If so why did you make the change (s)?) What methods do you typically used to assess student and how accurate do you think they are?

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

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

Non-instructional faculty respond to each of the following prompts:

- Describe the services that you provide and discuss how they support student learning (directly or indirectly).

- As appropriate to your assignment, describe your participation in course SLO assessment, program of study SLO assessment, service area outcomes assessment, program reflections, and if you are a full-time faculty member, program review. How have you used the results of your outcomes assessment to improve the services you provide? (For example, have you tried new tools or approaches, etc.? If so, why did you make the change (s)?)

- How are issues of diversity and inclusiveness incorporated into your services?

- How do you provide information about services not in your area which may be of benefit to your students?
Part B (Optional for part-time faculty)

- Have any changes in assignments such as word changes or changes in distribution of duties occurred since your last evaluation? If so how did you prepare for these changes?

- Do you supervise other staff (e.g., classified, temporary, paraprofessional) 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, 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 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 anything you'd like to do differently the next three years? What equipment and support services would you need to accomplish such plans?

- What would you consider to be your greatest strengths and greatest challenges? Any weaknesses?

8. Article 16 - Salary
   a. The Association and the District agree to a 1% salary increase full time Salary schedule A-1, retroactive to July 1, 2017.
   b. The Association and the District agree to a 4% salary increase to part-time Salary Scheduled B-2 and C-2, retroactive to July 1, 2017.
   c. The Association and the District agree to implement a compression of Salary Schedule A to eliminate steps for which faculty salary is currently frozen (steps 14,15,16, 17, 20, 22, 23, 25 and 26), resulting in a salary schedule with 17 total steps (the new step 17 would be equivalent to the current step 27), as shown on the attached worksheets. Compression of Salary Schedule A will be retroactive to July 1, 2018.

9. Article 20 - Part time faculty
   a. The Association and District agree that, effective January 1, 2019, part-time faculty members will be paid based for each hour of scheduled classroom time during which they provide instruction, including all hours
scheduled for final exams. Absences must be reported using the current process established by the District.

b. The District agrees to MPCTA’s 6/21/17 proposal on Article 20 - except for Articles 20.9.3 (page 48) and 20.10 (page 48). Accordingly, Article 20 – Part-Time Faculty – shall be revised as follows:

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 public 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 MPCTA contract. All assignments shall continue to be at the sole discretion of the District, except as limited by this Article 20.

20.2 Process for Obtaining Reemployment Preference.
The District shall establish and maintain seniority lists by discipline for all Adjunct Faculty, retroactive to Fall Semester 2015 for the purpose of determining whether an Adjunct Faculty member has obtained a reemployment preference. Seniority will be determined by the first date of paid academic employment with the District. During the contract year (not during summer or winter break), the District will provide each Adjunct Faculty member with a list of semesters taught by prior assignments discipline, with data from Fall 2015 to the current academic year. Data and each member will have a period of 30 calendar days 45 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 seven consecutive semesters (as defined in Article 20.8) of part-time service 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. Semesters shall include only Fall and Spring Semesters.

20.3 Assignments Based Upon the Reemployment Preference.
Starting with assignments for the Fall Semester 2020, the District will use reemployment preferences obtained pursuant to Article 20.2 to offer assignments to Adjunct Faculty members. All Adjunct Faculty members (including those without a reemployment preference) shall submit a statement of availability for the subsequent semester to the Division Chair or his/her designee based upon the deadlines set in the District’s scheduling process.

Consistent with the best interests of student success, the District shall offer an
Adjunct Faculty member an assignment within the discipline in which the preference is earned. This offer will be in priority over others without a reemployment preference, and consistent with the following criteria:

1. The Adjunct Faculty member must meet minimum qualifications for the 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: including but not limited to:

1. The Adjunct Faculty member is not available for the assignment as scheduled;

2. The Adjunct Faculty member received a less than satisfactory evaluation for every evaluation within the last seven semesters. 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 a less than positive evaluation for any assignment; 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 when assigned; as part of Flex activities or other paid assignment.
8. The Adjunct Faculty member engages in conduct in violation of District
policies, procedures, or that which is described in Section 87732 of the Education Code.

20.8 Discipline, Suspension, and Termination of Adjunct Faculty Prior to the Completion of the Assignment
20.8.1 Adjunct Faculty without a reemployment preference serve as temporary employees at the discretion of the Governing Board.
20.8.2 Adjunct Faculty with a reemployment preference may be disciplined, suspended, or dismissed for misconduct during an assignment pursuant to the procedure described below. Upon discipline, suspension, or dismissal under this procedure, the Adjunct Faculty member will and shall not retain a reemployment preference.
20.8.2.1 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 to or to request a pre-disciplinary meeting with a “reasonably impartial and uninvolved” officer, on or before the 10 day after service of the notice. If a meeting is requested, the meeting shall be scheduled as soon as reasonably possible within five days after the request is received.
20.8.2.3 After the consideration of a timely written response, after a pre-disciplinary meeting has been conducted, or after the fifth day if the Adjunct Faculty member does not timely respond, the District shall issue its final notice of disciplinary action, which shall become effective upon service.
20.8.2.4 The Adjunct Faculty member may request a hearing before the Governing Board by filing a written request with the Superintendent/President’s office on or before the fifth to 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 This written response shall be provided to the Adjunct Faculty member within five business days after the disposition is reached. This will constitute the exclusive administrative appeal procedure for disciplinary action under this Article.

20.9 Definitions
20.9.1 Adjunct/Part-Time Faculty Load
Pursuant to Education Code section 87482.5, as amended in 2008, the permissible load for an adjunct/part-time faculty members increased from 60% to 67% of the weekly hours for a full-time contract faculty member, and the parties affirm that references in this contract to Adjunct Faculty members will be applied accordingly.
20.9.2 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 credible 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 credible service.

20.9.2.2 Part-Time Non-Instructional Positions, including Counselors and Librarians
1,050 hours of credible service equal full-time. One FTE is defined as 1,050 hours of credible 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,” except as amended by Article 20.11, “Extended Part-time Appointments.”

20.9 Reinstatement of Reemployment Preference
A part-time unit member who has lost reemployment preference may later re-qualify according to 20.3.

10. Article 24 - Statutory Changes
a. The Association and District agree to the following revised terms:
   b. Article 24.1 shall state: “Statutory and administrative regulation changes that are mandatory and in direct conflict with the 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.
   c. Article 24.2 shall state: "Statutory and administrative regulation changes that are permissive and affect the provisions of this agreement shall be subject to negotiations for a successor agreement. Notice of all such changes will be provided in writing to the President of MPCTA at least 30 business days prior to the implementation of said changes, except in extraordinary circumstances when advanced notice should be given as soon as reasonably possible."

11. Athletic Director
a. The Association and District will sign the attached MOU, with the retention of a physical education division chair position who will report to the assigned Dean and provide faculty leadership in academic program development.
b. The District will also consider revisions to the job description received from the Association.
12. Library Director
   a. The Association and District will sign the attached MOU.

13. Contract Term
   a. All other proposals on the table would be closed and T.A. would close negotiations up to and including 2018-2019 fiscal year.
   b. The contract expires on June 30, 2019 and so there will not be any reopeners for the 2018-19 school year. Parties agree to sunshine their proposals by the January 19, 2019 Board meeting and agree to start negotiations on a successor agreement no later than February 15, 2019.

This Tentative Agreement is made and entered into this 5th day of November 2018 between MPCTA and the District. The parties and their representatives agree to support the ratification and approval of this agreement by their constituencies.
MEMORANDUM OF UNDERSTANDING
By Monterey Peninsula Community College District
And Monterey Peninsula College Teachers’ Association

REGARDING DEAN OF STUDENT SERVICES
(ATHLETICS, PHYSICAL EDUCATION,
AND HEALTH SERVICES)

November 5, 2018

The Monterey Peninsula Community College District ("District") and Monterey Peninsula College Teachers’ Association ("MPCTA") hereby agree to this Memorandum of Understanding ("MOU"), effective upon full execution and ratification by authorized representatives of both parties, with respect to the Athletic Director position at Monterey Peninsula College.

1. At Monterey Peninsula College, the Athletic Director has been a position within the faculty bargaining unit. However, the unique functions presently performed by the Athletic Director do not neatly correspond with the hours, duties, and responsibilities of other college faculty.

2. In other community colleges, the athletic director position (or its equivalent) is classified as a management position rather than a faculty bargaining unit position. In those colleges, the athletic director is responsible for managing both intercollegiate athletics programs and the staffing and provision of physical education and other related courses.

3. The District and MPCTA agree that, based on the duties and nature of work required in the Athletic Director position, it is appropriate to reclassify the position as a management position. For this reason, the parties agree that the Athletic Director position, shall be removed from the bargaining unit and it shall be reclassified as a management position, presently planned as the Dean of Student Services (Athletics, Physical Education, and Health Services). A Physical Education Division Chair position will remain in the bargaining unit.

4. The District will take necessary actions to expedite the recruitment process for an Interim Dean position under Title 5 of the California Code of Regulations. The parties agree that this MOU memorializes their negotiations regarding the modification of the bargaining unit and any impacts that this action may have upon the bargaining unit.

This MOU is made and entered into this 5th day of November 2018 between MPCTA and the District.

MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT

[Signature]
Kiran Ramani

MONTEREY PENINSULA COLLEGE TEACHERS’ ASSOCIATION

[Signature]
Alm Hunt
MEMORANDUM OF UNDERSTANDING
By Monterey Peninsula Community College District
And Monterey Peninsula College Teachers' Association

November 5, 2018

The Monterey Peninsula Community College District ("District") and Monterey Peninsula College Teachers' Association ("MPCTA") hereby agree to this Memorandum of Understanding ("MOU"), effective upon full execution by authorized representatives of both parties, with respect to the Library Director position at Monterey Peninsula College.

1. At Monterey Peninsula College, the Library Director has been a position within the faculty bargaining unit. However, the unique functions presently performed by the Library Director do not neatly correspond with the hours, duties, and responsibilities of other college faculty.

2. In many other community colleges, the Library Director position (or its equivalent) is classified as a management position rather than a faculty bargaining unit position. In those colleges, the Library Director is responsible for managing both library instructional programs and the staffing and provision of library services.

3. The District and MPCTA agree that, based on the duties and nature of work required in the Library Director position, it is appropriate to reclassify the position as a management position. For this reason, the parties agree that the Library Director position, and all of its current duties, shall be removed from the faculty bargaining unit effective immediately, and it shall be reclassified as a management position, presently planned as the Library Director. A job description will be created in consultation with the Library Faculty, staff, and administration.

This MOU is made and entered into this 5th day of November 2018 between MPCTA and the District.

MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT

[Signature]

MONTEREY PENINSULA COLLEGE TEACHERS' ASSOCIATION

[Signature]