



MERCED COMMUNITY COLLEGE DISTRICT  
and  
MERCED COLLEGE FACULTY ASSOCIATION  
CHAPTER 770 CTA/NEA

**AGREEMENT**  
July 1, 2021 – June 30, 2024

|   |           |
|---|-----------|
| <b>ARTICLE I</b> .....                        | <b>5</b>  |
| AGREEMENT.....                                | 5         |
| <b>ARTICLE II</b> .....                       | <b>6</b>  |
| RECOGNITION.....                              | 6         |
| <b>ARTICLE III</b> .....                      | <b>6</b>  |
| ASSOCIATION RIGHTS.....                       | 6         |
| <b>ARTICLE IV</b> .....                       | <b>8</b>  |
| PROFESSIONAL DUES AND PAYROLL DEDUCTIONS..... | 8         |
| <b>ARTICLE V</b> .....                        | <b>8</b>  |
| LEAVES.....                                   | 8         |
| <b>ARTICLE VI</b> .....                       | <b>17</b> |
| FRINGE BENEFITS .....                         | 17        |
| <b>ARTICLE VII</b> .....                      | <b>20</b> |
| WORKING CONDITIONS .....                      | 20        |
| <b>ARTICLE VIII</b> .....                     | <b>21</b> |
| COLLEGE CALENDAR .....                        | 21        |
| <b>ARTICLE IX</b> .....                       | <b>22</b> |
| EVALUATION AND TENURE .....                   | 22        |
| <b>ARTICLE X</b> .....                        | <b>25</b> |
| WORKLOAD .....                                | 25        |
| <b>ARTICLE XI</b> .....                       | <b>31</b> |
| SALARIES .....                                | 31        |
| <b>ARTICLE XII</b> .....                      | <b>38</b> |
| PROFESSIONAL TRAVEL.....                      | 38        |
| <b>ARTICLE XIII</b> .....                     | <b>38</b> |
| TRANSFERS .....                               | 38        |
| <b>ARTICLE XIV</b> .....                      | <b>38</b> |
| FACULTY LEAD(S) .....                         | 38        |
| <b>ARTICLE XV</b> .....                       | <b>45</b> |
| SAFETY AND HEALTH.....                        | 45        |
| <b>ARTICLE XVI</b> .....                      | <b>45</b> |
| EFFECTS OF LAYOFF .....                       | 45        |
| <b>ARTICLE XVII</b> .....                     | <b>49</b> |
| SAVINGS.....                                  | 49        |
| <b>ARTICLE XVIII</b> .....                    | <b>49</b> |

|  |           |
|--|-----------|
| GRIEVANCE PROCEDURE .....  | 49        |
| <b>ARTICLE XIX .....</b>   | <b>52</b> |
| MANAGEMENT RIGHTS .....  | 52        |
| <b>ARTICLE XX .....</b>  | <b>52</b> |
| DISTANCE EDUCATION.....  | 52        |
| <b>ARTICLE XXI .....</b>   | <b>54</b> |
| INTELLECTUAL PROPERTY .....  | 54        |
| <b>ARTICLE XXII .....</b>  | <b>54</b> |
| EMPLOYEE DISCIPLINE, PERSONNEL FILES, STUDENT/PUBLIC CHARGES ..... | 54        |
| <b>ARTICLE XXIII .....</b>   | <b>56</b> |
| ADJUNCT FACULTY .....  | 56        |
| <b>ARTICLE XXIV .....</b>  | <b>60</b> |
| PRISON EDUCATION.....  | 60        |
| <b>GLOSSARY .....</b>  | <b>62</b> |
| <b>APPENDIX A .....</b>  | <b>63</b> |
| INTENTIONALLY LEFT BLANK .....                                     | 63        |
| <b>APPENDIX B .....</b>  | <b>63</b> |
| INTENTIONALLY LEFT BLANK .....                                     | 63        |
| <b>APPENDIX C .....</b>  | <b>63</b> |
| INTENTIONALLY LEFT BLANK .....                                     | 63        |
| <b>APPENDIX D .....</b>  | <b>63</b> |
| INTENTIONALLY LEFT BLANK .....                                     | 63        |
| <b>APPENDIX E .....</b>  | <b>63</b> |
| INTENTIONALLY LEFT BLANK .....                                     | 63        |
| <b>APPENDIX F .....</b>  | <b>63</b> |
| INTENTIONALLY LEFT BLANK .....                                     | 63        |
| <b>APPENDIX G .....</b>  | <b>63</b> |
| INTENTIONALLY LEFT BLANK .....                                     | 63        |
| <b>APPENDIX H .....</b>  | <b>63</b> |
| INTENTIONALLY LEFT BLANK .....                                     | 63        |
| <b>APPENDIX I .....</b>  | <b>63</b> |
| INTENTIONALLY LEFT BLANK .....                                     | 63        |
| <b>APPENDIX J .....</b>  | <b>64</b> |
| PRIORITY OF ASSIGNMENT (POA) .....                                 | 64        |
| <b>APPENDIX K .....</b>  | <b>65</b> |

|   |           |
|---|-----------|
| EVALUATIONS.....  | 65        |
| <b>APPENDIX L.....</b>  | <b>66</b> |
| LEAVE FOR PREGNANCY DISABILITY AND CHILD BONDING QUICK REFERENCE GUIDE..... | 66        |
| <b>APPENDIX M.....</b>  | <b>69</b> |
| REMOTE WORKER AGREEMENT .....   | 69        |
| <b>SIDE LETTER A.....</b>   | <b>70</b> |
| AVAILABLE ELECTRONICALLY .....  | 70        |
| <b>SIDE LETTER B.....</b>   | <b>70</b> |
| AVAILABLE ELECTRONICALLY .....  | 70        |
| <b>SIDE LETTER C.....</b>   | <b>70</b> |
| AVAILABLE ELECTRONICALLY .....  | 70        |
| <b>SIDE LETTER D.....</b>   | <b>70</b> |
| AVAILABLE ELECTRONICALLY .....  | 70        |
| <b>SIDE LETTER E.....</b>   | <b>70</b> |
| AVAILABLE ELECTRONICALLY .....  | 70        |

**ARTICLE I**

Agreement

1. Agreement. This bilateral and binding agreement is entered into July 1, 2021, between the Board of Trustees of the Merced Community College District, hereinafter called the "Board" or "District," and the Merced College Faculty Association, Chapter 770 CTA/NEA, an employee organization and hereinafter called the "Association."
2. Term. The term of this agreement will be from July 1, 2021 to June 30, 2024. The parties also agree to reopen negotiations on any provision herein, which is determined by a court of law or an administrative agency with jurisdiction to be in conflict with any state or federal law.
3. Emergency Openers. Any item that needs to be addressed because it is a negotiable item, but may not be clarified by this agreement may be brought forth at any time with the mutual consent of the District and the Association. The matter will not be considered if either party does not wish to bring the issue forward.
4. In advance of the next successor agreement negotiations cycle, the parties agree to establish a work group of three MCFA appointees and three District appointees to review load calculations for lab courses with the intent of reviewing any recommendations from the work group as a part of the 2024-2027 successor agreement. The parties agree to address lab calculations as the first item of bargaining.

The parties also agree to review the applicable provisions of AB 928 as they apply to coaching stipends.

  
\_\_\_\_\_  
District Representative

Date: 4/6/23

  
\_\_\_\_\_  
District Representative


Date: 4/6/23

  
\_\_\_\_\_  
District Representative


Date: 4/11/23

  
\_\_\_\_\_  
Faculty Assn. Representative

Date: 4/11/23

  
\_\_\_\_\_  
Faculty Assn. Representative

Date: 4/11/23

  
\_\_\_\_\_  
Faculty Assn. Representative

Date: 4/11/23

## **ARTICLE II**

### **Recognition**

**Unit Composition.** The Board recognizes the Association (MCFA Chapter 770 CTA/NEA) as the exclusive representative of all faculty members.

**Included in the unit.** Full-Time Regular, Contract and Temporary Professors; Adjunct Credit and Noncredit Professors; Counselors; Librarians; and Disabled Students Programs & Services (including Instructional Specialists).

**Excluded District employees.** Include Classified, Management, Confidential and Supervisory Employees.

## **ARTICLE III**

### **Association Rights**

1. **Facilities.** The District agrees that the Association shall have the right to use District equipment and building facilities at any time which does not conflict with regularly scheduled District activities. The Association agrees to submit forms as deemed appropriate by the supervising administrator for use of District facilities. The Association agrees to reimburse the District for all materials and supplies incident to each use. The Association agrees to leave facilities, buildings and/or equipment in a reasonably clean and orderly condition incident to each use.
2. **Bulletin Board.** The District agrees that the Association may use, without charge, not more than one-quarter (1/4) of the total area of each facility's designated official bulletin board. Upon the Association's request, such bulletin board area will be identified by the District and labeled "Association Business." The District will provide access to the Association to create electronic bulletins upon the Association's request.
3. **Mail Service.** The District agrees that the Association may use District facility mail boxes and email for distribution of its written communications.
4. **Association Business.** The Association may conduct Association business with individual employees at any time other than the individual employee's instructional classroom hours or assigned duties.
5. **New Employee Orientation** (in accordance with AB 119). For each newly hired employee in the bargaining unit, the District shall inform them of their employment status, rights, benefits, duties, responsibilities, and other employment related matters. The District shall schedule new bargaining unit member orientations during the new bargaining unit members' contract year.
6. **Scheduling of Orientation.** The District shall provide written notice of the date, time, and location of all new employee orientations by electronic mail, to the Association President and Vice-President no less than ten (10) calendar days in advance of the orientation. Both the District and the Association recognize that emergency hires may occur in which case, by mutual agreement, the timeline may be adjusted.

7. Association Time Period. The Association shall be provided up to thirty (30) minutes of uninterrupted time designated for the Association to communicate with bargaining unit members at all new employee orientation meetings. As a part of the designated time allotted for orientation, the Association may invite CTA/CCA staff to the Association portion of the new employee orientation and will have access to District audio visual equipment for Association presentations.
8. New Employee Contact Information. The following new employee information shall be provided to the Association President electronically via a mutually agreeable, secure ftp site or service within thirty (30) days of hire or by the first pay period of the month following hire.
  - a. Name
  - b. MC ID Number
  - c. Home Address
  - d. Phone Numbers: work, home, and cell
  - e. Personal E-mail Addresses (when provided)
  - f. Assignment
  - g. Date of Hire
  - h. Seniority Date
  - i. Full-time Equivalent (FTE) Status

The information provided will be the most recent on file with the District.

9. Periodic Update of Employee Contact Information. In addition, the District shall provide the following information for all bargaining unit members to the Association President electronically via a mutually agreeable, secure ftp site or service by the end of the second week of September, January, and May.
  - a. Name
  - b. MC ID Number
  - c. Home Address
  - d. Phone Numbers: work, home, and cell
  - e. Personal E-mail Address (when provided)
  - f. Seniority Date/Date of Hire
  - g. FTE Status
  - h. Employment Status: tenured, tenure track, etc.
  - i. Whether the member is on leave of absence/sabbatical

j. Whether the District is deducting dues for membership

The information provided will be the most recent on file with the District.

10. Dispute Resolution. Violations of this article shall be subject to binding arbitration within the grievance article of the Collective Bargaining Agreement (Article XVIII).

#### **ARTICLE IV**

##### Professional Dues and Payroll Deductions

1. Upon written authorization from the Association, the District shall deduct from the employee's monthly salary warrant and make appropriate remittance.
2. The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing fifteen (15) business days or more after such submission.
3. Indemnification for claims made by an employee for dues deductions. The Association agrees to defend and indemnify the District for any unit member's allegation, claims, actions, suits, settlements, or judgments which arise out of payroll deductions made by the District in reliance on information and notification provided to the District by the Association. In defending and indemnifying the District, the Association shall have the right to select legal counsel at its sole option and expense, to control litigation strategies and decisions, and to determine whether any action or proceeding referred to above shall not be compromised, resisted, defended, tried, or appealed.

#### **ARTICLE V**

##### Leaves

#### **DEFINITIONS**

For purposes of this section:

1. "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis.
2. "Designated person" means any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests the leave. An employee may designate one person per 12-month period for family care and medical leave. The parties may agree to additional designees as needed.
3. "Domestic partner" has the same meaning as defined in Section 297 of the Family Code.
4. "Family care and medical leave" means any of the following:
  - a. Leave for reason of the birth of a child of the employee or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.
  - b. Leave to care for a child, parent, grandparent, grandchild, sibling, spouse, domestic partner or designated person who has a serious health condition.



- c. Leave because of an employee's own serious health condition that makes the employee unable to perform the functions of the position of that employee, except for leave taken for disability on account of pregnancy, childbirth, or related medical conditions.
  - d. Leave because of a qualifying exigency related to the covered active duty or call to covered active duty of an employee's spouse, domestic partner, child, or parent in the Armed Forces of the United States, as specified in Section 3302.2 of the Unemployment Insurance Code.
5. "FMLA" means the federal Family and Medical Leave Act of 1993 (P.L. 103-3).
  6. "Grandchild" means a child of the employee's child.
  7. "Grandparent" means a parent of the employee's parent.
  8. "Health care provider" means any of the following:
    - a. An individual holding either a physician's and surgeon's certificate or an individual duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, including mental health providers, who directly treats or supervises the treatment of the serious health condition.
    - b. Any other person determined by the United States Secretary of Labor to be capable of providing health care services under the FMLA.
  9. "Parent" means a biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child.
  10. "Parent-in-law" means the parent of a spouse or domestic partner.
  11. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either of the following:
    - a. Inpatient care in a hospital, hospice, or residential health care facility.
    - b. Continuing treatment or continuing supervision by a health care provider.
  12. "Sibling" means a person related to another person by blood, adoption, or affinity through a common legal or biological parent.
1. Sick Leave. Each full-time member of the bargaining unit shall be entitled to one-day leave of absence, with full pay, for illness, injury or quarantine for each month of service. Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day including overload assignment. Sick leave may be accumulated indefinitely. Absence for illness cannot be recorded as less than one-half day. The District may request certification of physical fitness before the employee's return to work in cases of extended or serious illness. A statement of illness may be required if there is any question of misuse of personal sick

leave. Certificates from licensed physicians, chiropractors, osteopaths, or Christian Science Practitioners may be accepted.

- 1a. Adjunct Faculty Sick Leave. Faculty employed on a part-time hourly basis (i.e., 67% or less of a full-time assignment) shall earn sick leave credit at the rate of one (1) hour for each twenty (20) hours of paid service. Each adjunct faculty member shall be advanced three hours of sick leave at the start of service with the District. Sick leave credit will not be earned for any fraction of twenty (20) hours. Sick leave credit accrued beyond the initial three-hour advancement must be earned before it is taken. Sick leave so earned may not be credited to sick leave accrued during any other District employment, nor may sick leave earned during other District employment be utilized for absence during hourly employment.

The provisions relating to certification of physical fitness and verification of illness or injury set forth in section 1 above shall also apply to use of hourly sick leave. The sick leave granted by this section can be utilized for absences during summer session. Sick leave accrued hereunder shall be lost if there is a break in service for more than two calendar years.

Other Provisions for Sick Leave:

- a. A faculty member who resigns, retires, or is dismissed shall receive credit for unused sick leave for the purposes of retirement benefits.
  - b. The District provides faculty members with their statement of accrued sick leave via the self-service portal and/or by contacting human resources.
  - c. Full-time faculty members working during any summer session may utilize any sick leave accumulated during the regular academic year.
2. Maternity/Paternity Leave. A request for maternity/paternity leave shall be made in writing to the supervising administrator at least thirty (30) working days prior to the day the leave is intended to become effective, unless the attending physician specifies the medical necessity for such leave to commence on shorter notice. The length of the leave of absence, including the intended date on which the leave shall commence and the intended date on which the employee shall resume duties, shall be determined by the employee and the employee's physician. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth and/or recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by the District. The employment policies and practices of the District shall be applied to disability due to pregnancy or childbirth on the same terms and conditions applied to other temporary disabilities. The Board may also grant unpaid leaves for any member of the bargaining unit who (1) is pregnant but not suffering from any pregnancy-related illness or disability or (2) is the spouse or domestic partner. Leaves granted under the Family Medical Leave Act, California Family Rights Act, and Pregnancy Disability Leave Act (FMLA, CFRA, and PDL) shall run concurrently with other leaves and meet the requirements of state and federal law. A spouse or domestic partner may request up to six additional paid days of personal necessity leave to attend to a family matter.

3. Child Rearing Leave. Members of the bargaining unit shall be entitled to an unpaid child rearing leave for the purpose of caring for a natural or adopted infant for a maximum of three months. The length of the leave requested in excess of three months shall be determined by the District to coincide with the operational needs of the District but shall not exceed twelve calendar months.

A child rearing leave should be requested in writing to the supervising administrator a minimum of four weeks prior to the date the leave is proposed to commence. An employee returning from an unpaid leave of absence with a duration greater than thirty (30) days shall notify the supervising administrator in writing of intent to return at least two weeks before the expiration of the leave.

For additional information on maternity/paternity, child rearing, and pregnancy disability leaves see Appendix L. This chart reflects a combination of law and bargained agreements.

4. Catastrophic Leave. Pursuant to Ed Code 87045, the parties agree to allow eligible employees the opportunity to donate earned sick leave to the benefit of a faculty member suffering from a catastrophic illness or non-work-related injury as allowed under the statute.

Catastrophic Leave Definitions:

“Catastrophic leave is defined as a serious debilitating illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee’s immediate family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because they have exhausted all eligible leave.” Chronic conditions and short term conditions such as colds, flu, measles, and/or common illnesses or injuries, are not deemed catastrophic.

- a. Donation is the voluntary and irrevocable transfer of an authorized amount of sick leave from one eligible employee to the pool.
- b. Recipient is the requesting employee who is actively employed with the district and on a formal sick leave status and has provided physician documentation that meets the requirements for catastrophic leave. An employee who is receiving catastrophic leave donated by other employee(s) shall be allowed to earn leaves while in that status.
- c. Family, for the purposes of this article, is defined under California Labor Code section 233 as a person for whom the employee is legally responsible under the “kin care leave” provisions, (e.g., child, parent, spouse, or registered domestic partner).
- d. Pool consists of donations of hours of sick leave. Once donated hours are processed and transferred, donations are irrevocable. Donations are not tax deductible for the donating employee. Donated leave time is subject to the recipient’s normal payroll deduction and are subject to all taxes as required by law.

Catastrophic Leave Pool:

- a. When a need arises, the Chief Human Resources Officer or designee will initiate a call for donations. Pool donations will go directly into the general pool to be distributed based on an approved request.
- b. The pool shall be capped at 270 days. The cap can be raised if deemed necessary by mutual agreement between the Association and the District.
- c. Leave donations must be in eight (8) hour increments (equals 1 day) and the donor must maintain a balance of no less than 30 days of sick leave after their donation.

Process:

- a. Potential recipients make their request for catastrophic leave in writing to the Chief Human Resources Officer or designees. Requests may also be made by the bargaining unit on behalf of the employee in need if the employee grants permission to the bargaining unit to make the request.
- b. Decisions to grant catastrophic leave are made by the Chief Human Resources Officer or designee. Any employee who meets the definitions and requirements of this article will be granted catastrophic leave.
- c. Catastrophic leave will not be granted beyond one calendar year (academic) from the start of the most recently approved catastrophic leave unless an extension is negotiated by the Association and District.
- d. Recipients can receive up to a maximum of 90 contract days.
- e. The decision to grant or deny catastrophic leave is not subject to any grievance, administrative review or arbitration procedure as applicable to either donor or recipient employee. A denial of catastrophic shall be subject to appeal to a committee, which consists of vice president other than the Chief Human Resources Officer, President of the Association, and a designated Association member. The committee has the authority to grant catastrophic leave if it determines that the member is eligible.
- f. Catastrophic leave donations cannot be used retroactively for a previous unpaid absence.
- g. In order to ensure proper administrative application of the catastrophic leave program, Payroll may, in some instances, need to complete the actual transfer retroactively.

Relationship of Catastrophic Leave to Other Leaves of Absence:

- a. Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA). Any and all leave received by an employee under this article are considered as FMLA and/or CFRA and count toward the employee's FMLA and/or CFRA entitlement.
- b. Worker's Compensation Benefits. The Catastrophic Leave Donation Program does not cover time off due to job-related injury covered by worker's compensation benefits.

- c. Long-Term Disability. The Catastrophic Leave Donation Program does not cover time off due to a recognized disability being covered by long-term disability leave.
  - d. Extended Sick Leave. In the event of a person's catastrophic illness, an employee must exhaust all extended sick leave (100 working days at 50% pay) prior to accessing the catastrophic leave pool. The employee may choose to use extended sick leave and catastrophic leave concurrently to remain at 100 percent pay.
  - e. Service Credit. The recipient employee earns service credit toward retirement and longevity while on catastrophic leave in the same manner as paid sick time.
  - f. Retirement Contributions. Donated leave is treated in the same manner as any paid status. Catastrophic leave time may not be used to extend a date of retirement.
5. Personal Necessity/Family Matter Leave.
- a. Up to six (6) days of accumulated sick leave in any school year may be used in cases of personal necessity/family matter in accordance with the provisions of Section 87784 and 87781.5 of the Education Code. This section is intended to provide leave for those situations that are not covered in other sections or which cannot be accomplished any other time other than during regular work hours. It is not intended for recreational use.
  - b. One day of personal necessity per semester (for a total of two days per academic year) may be used at the faculty member's discretion.
  - c. Written advance notice is required to avoid unnecessary inconvenience or disruption of professional responsibilities except in cases of death or serious illness of a member of the immediate family or in case of accident involving their person or property, or the person or property of a member of their immediate family.
  - d. Leave under this section shall not be used for any organized stoppage of work for the District, or for the purpose of non-District employment.
  - e. In the event that the District or designee denies the use of leave provided under this section, the employee may refer the matter to the Grievance Procedure for resolution. Referral to the Grievance Procedure shall not preclude the employee from taking the day off but the resolution of the grievance will determine whether the day would be chargeable as a Personal Necessity Sick Leave day.
6. Bereavement Leave. Every faculty member shall be entitled to three (3) business days of paid leave of absence, or five (5) consecutive business days if travel of more than 200 miles (one way) is involved, for each occurrence on account of the death of any member of the family. For faculty with weekend classes, these shall be considered business days for purposes of this article. This leave shall not be deducted from sick leave. Family Member: A family member, for the purposes of bereavement leave, includes mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and 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, or who is under the care of the employee. Use of bereavement leave may be expanded to others at the discretion of the District.

7. Professional Development Leave. The District may grant a full-time faculty member an unpaid leave of absence of up to two (2) years for professional development which shall include, but shall not be limited to, additional schooling and/or training, participation in faculty exchange programs involvement in research efforts and acceptance of long-term assignments to other higher educational institutions, agencies, corporations, foundations or governments.
  - a. Requests for professional development leaves will be submitted in accordance with established procedures.
  - b. No more than 5% of the full-time faculty may be on professional development leave at any one time.
  - c. A letter from the Superintendent/President notifying applicants of their acceptance or rejection shall be received by March 1.
  - d. There shall be no reduction in employee benefits during the term of a faculty member's professional development leave.
8. Jury Leave. The District agrees to grant all faculty members called for jury in the manner provided by law, a leave of absence without loss of pay for time the employee is required to perform jury duty.

An employee serving on a jury shall be paid their regular salary; the compensation received for jury duty, exclusive of mileage, will be remitted to the District.
9. Legislative Leave. A faculty member who is elected to the State Legislature or Congress shall be entitled to a leave of absence without pay or benefits for the length of the term or terms of office, not to exceed six (6) years. The faculty member on such leave shall notify the District of an intended return at least six months in advance.
10. Sabbatical Leave. The Board and Association agree that sabbatical leaves provide a valuable means by which faculty members may either undertake a program of study, obtain work experience in their teaching areas, travel, or do research which will benefit the educational program in the District. Requests for sabbatical leaves will be submitted in accordance with established procedures. The Board agrees to grant a paid sabbatical leave to eligible faculty members recommended by the Superintendent/President or designee and approved by the Board of Trustees. If the Superintendent/President or the Board of Trustees denies any request for a sabbatical leave, a written statement detailing the reasons for denial shall be presented to the applicant. Eligible faculty members whose requests for a sabbatical leave are not granted may reapply the following academic year.

- a. Full-time faculty members shall become eligible for a sabbatical leave after the completion of six (6) cumulative years of service within the District or since the faculty member's last sabbatical leave. For purposes of interpreting this section, unpaid leaves granted by the Board shall not be counted as years of duty and will not be considered an interruption of "consecutive" duty.
- b. No more than 5% of the full-time faculty may be on sabbatical leaves at any one time for each year. The 5% limit does not apply to continuing sabbatical leaves from the previous year.
- c. With the exception of sick leave, all faculty members' fringe benefits will continue without interruption during the sabbatical leave period. In the event a faculty member cannot complete an approved sabbatical leave because of disability, the remainder of the sabbatical leave will be suspended and reinstated or extended into the following year. Faculty members on sabbatical leave shall remain eligible for the benefits described in Article VI of this agreement.
- d. A faculty member who is on sabbatical leave shall be paid 50% of regular salary by the Board for the full year sabbatical leave and 75% of salary while on a semester sabbatical leave. The faculty member shall have the right to take their sabbatical leave in separate semesters as long as the leave is commenced and completed within two academic years. The amount of compensation will be based on the faculty member's regular salary at the time the leave is granted. The contribution to the State Teachers' Retirement System shall be made by the employee and the District as though the employee was on active duty excepting that these payments will be made only on the actual compensation paid the employee.
- e. The compensation to be paid the faculty member while on a sabbatical leave shall be paid in the same manner as if the faculty member were teaching in the District.
- f. A letter from the Superintendent/President or designee notifying applicants of their acceptance or rejection shall be received by March 1.
- g. An eligible faculty member, if they so desire, may request a summer project as their sabbatical. Such summer projects will be awarded in accordance with the procedures described above. A faculty member who is granted a summer sabbatical shall be paid one-tenth (0.1) of their regular salary.
- h. A faculty member granted a sabbatical leave shall, on completion of their sabbatical leave, be required to render a period of service to the District. This period of service shall be limited to one semester if granted a summer project, to one year if granted a semester sabbatical, and to two years if granted a full year sabbatical leave. If a faculty member does not serve for the entire period of service as specified, the faculty member will be obligated to return to the District a pro-rata portion of the compensation paid for the sabbatical leave. A faculty member granted a sabbatical leave or summer project shall agree in writing that

upon the completion of their sabbatical or summer project, they will render the appropriate specified period of service to the District.

- i. A written report will be submitted to the Board of Trustees within thirty (30) days following the faculty member's return to duty.

11. Association Leave. The Association shall have a total of ten (10) days of paid leave per year to be utilized by its representatives for local, state, or national conferences or for conducting other business pertinent to Association affairs. These representatives shall be excused from contract duties upon ten (10) working days' advance written notification to Human Resources by the Association President. The Association President will receive 40% paid release time to fulfill the duties of the office.
12. Unpaid Personal Leaves. The Board may grant leaves of absence without pay or benefits for personal reasons. The employee may elect to retain benefits by paying the District rate. The request for leave without pay should specify the conditions of the leave, including length of the leave. Long-term leaves (not to exceed one year) may be granted for the following purposes: study, travel, other employment, restoration of health, or disabilities in the immediate family. In order to avoid the disruption of professional responsibilities, advance written notice is requested whenever possible. The request for leave shall be submitted to the Superintendent/President.
13. Special Observances. All days of special observance or mourning declared by the Superintendent/President and/or Board of Trustees of the District which fall within any paid leave period taken by a faculty member shall not be counted as leave days.
14. Load Banking.
  - a. Eligibility Criteria to Bank:
    - i. Only full-time tenured faculty are eligible.
    - ii. Banking of overload hours in a categorically funded position may be allowed only if legally/fiscally possible.
    - iii. Full-time load commitments have been and are currently being met.
  - b. Maximum Amount Allowed to be Banked per Person:
    - i. Six (6) units per regular academic year.
    - ii. Maximum to be banked – not to exceed 18 units at any one time.
  - c. Withdrawal of Banked Units – Eligibility/Maximum Withdrawn/Person:
    - i. Maximum allowed to withdraw – one (1) semester's load. To withdraw one (1) complete semester requires 18 banked units. To withdraw one (1) unit of leave requires 1.2 banked units.



- ii. Notification of intent to withdraw must be given to the Office of Instruction by the end of the fall semester if the withdraw during a spring semester must be given to the Office of Instruction by the end of the preceding spring semester.
- iii. Availability of a substitute instructor paid at the appropriate hourly rate is required (Backfill availability).
- iv. No cash-out possible – unless retirement, departure from District, or death occurs. (If cash-out is necessary, the amount reimbursed must be the same hourly amount earned during the period the load was banked.)
- v. Sabbatical leave requests will have preferential consideration over banked load leave requests.
- vi. During the use of banked load leave, the accrual of time toward sabbatical credit will be suspended.
- vii. No interruption in salary and benefits will occur while the faculty member is taking banked load leave.
- viii. Banked units cannot be borrowed, transferred, or sold from one individual to another.

d. Withdrawal of Banked Load – Maximum Withdrawn per Cohort:

- i. Combined with sabbatical leave, not to exceed 15 percent of the cohort’s load, or one full-time equivalent (FTE) faculty, whichever is greater.
- ii. Not to the detriment of any program within the cohort.

15. Special Circumstances. In special circumstances not identified in the article above, contact the Office of Human Resources for more information.

## **ARTICLE VI**

### Fringe Benefits

1. Eligibility. The District agrees to pay, as set forth in this Article, for health benefit premiums for all bargaining unit employees (who meet eligibility requirements as listed below) and their dependents who choose to participate in Blue Cross Prudent Buyer Option PBC 100-B \$100/300 deductible, \$3/15/35/3 prescription health insurance or a comparable plan. The District agrees, as set forth in this Article, to pay premiums for bargaining unit members and their dependents for a dental plan comparable to the current plan underwritten by Delta Dental Plan, including an increase of the annual maximum cap for full-time faculty from the current level of \$1,000 to \$1,500 effective February 1, 2000, and for a vision care plan comparable to the \$5.00 deductible Plan C of the California Vision Service.

The District will contribute the full premium, less \$120, annually toward the payment of the

health benefit premiums listed above. The funds contributed by participants in the program shall be applied first to the payment of the premium for the income protection insurance and the balance applied toward the remaining benefits. The carrier for these insurance plans shall be authorized by the State of California to do business in the State of California. The District will assume any increase to the existing benefits package that may occur during the duration of this agreement.

For the 2003-04 year, the District will assume the cost of the increase in the benefits package.

For the 2004-05 year, the District will assume the cost of the increase in the benefits package.

For the 2005-06 year the District will assume the cost of increase to the benefits package and contribute \$300,000 to a restricted faculty benefits fund to offset potential benefit increases through the duration of the existing contract. Effective July 1, 2005, the faculty prescription plan will be changed to reflect a \$3/15/35/3 co-payment for prescription drugs (\$3 for generic, \$15 for brand, \$35 for a three-month brand mail supply and \$3 for a three month generic mail supply).

For the 2006-2007 and 2007-2008 years, the District will assume any increase to the existing benefit package that may occur.

For the 2009-2012 years, the District assumed the cost of the full-time health benefits package for the duration of the contract.

For the 2012-2015 years, the District will assume any increase to the existing benefit package that may occur. In the event that the Affordable Health Care Act adds additional employees to be covered, the parties will reconvene to discuss options to deal with the contingency.

For the duration of the current contract, the current benefit level will be maintained throughout the contract.

2. Health Insurance.

- a. The District shall provide all full-time faculty members and their dependents with a health insurance plan, including prescription coverage, and an annual routine physical examination benefit for teacher and spouse (subject to deductibles). The District shall provide the Prudent Buyer Option PBC 100-B \$100/300 deductible, \$3/15/35/3 prescription plan through SISC. The District will be responsible to pay any assessments imposed by SISC.
- b. Effective July 1, 2019, the District shall provide all adjunct faculty members with the option to purchase the Anthem Blue Cross Anchor Bronze plan at no additional cost to the District.
- c. Faculty members on District-approved leaves of absence without pay shall have the option to maintain participation in the fringe benefit program with no cost to the District.
- d. Faculty members earning less than \$40,000 annually are eligible for graduated medical cost reimbursement, pursuant to the related addendum (Appendix E) found at the end of this Agreement.

3. Dental Insurance. The District shall provide all full-time faculty members and their dependents with a dental insurance plan providing benefits not less than the Delta Dental plan currently in effect at Merced College.

4. Vision Care. The District shall provide all full-time faculty members and their dependents with a fully paid vision plan providing benefits not less than the California Vision Service Plan (C).

5. Life Insurance. The District shall provide all full-time faculty members with a fully paid level term life insurance policy, which shall provide a minimum \$50,000 coverage and benefits not less than the current plan. Such policy shall also provide for accidental death and dismemberment coverage.
6. Salary Protection Insurance. The District shall provide a salary protection plan providing benefits not less than the plan currently in effect in the District.
7. Tax Sheltered (Tax-Deferred) Annuities. Full-time faculty members may participate in the tax-sheltered (tax-deferred) annuity of their choice from the broker-approved (currently TDS) list of qualified plans, with the District providing payroll deductions for this purpose.
8. Retired Faculty.
  - a. Prior to January 1, 1991. Full-time faculty members retiring from the District shall be entitled to the benefits for themselves and their dependents provided above in Section 2 - Health Insurance; Section 3 - Dental Insurance; and Section 4 - Vision care. Eligible faculty shall have been employed in a regular or contract position before January 1, 1991, shall have reached their fifty-fifth (55th) birthday, and shall have served five (5) consecutive years in the District prior to retirement.

The retired faculty member will participate in the same coverage and make the same premium contributions as active unit members. Retiring from the District means retiring into the STRS or PERS system upon severance from the District. Retirees eligible for Medicare must enroll in Medicare Part A and/or Part B when eligible at which time the District benefits become secondary coverage.
  - b. Effective January 1, 1991. Provided they meet the other qualifying standards, full-time faculty members hired after January 1, 1991 will receive retiree health benefits provided above in sections 2-4 for themselves and their dependents until the unit member becomes eligible for Medicare at which time the District benefits are discontinued. District benefits will become secondary coverage for dependents who become Medicare eligible while the retiree is still entitled to District benefits.
  - c. Effective July 1, 2006. Eligibility for retiree benefits will be changed to reflect the following: Provided they meet the other qualifying standards, full-time faculty members hired after July 1, 2006, will become eligible for retiree benefits upon completing eighteen (18) years of service and reaching fifty-five (55) years of age.
  - d. Effective July 1, 2007. Eligibility for retiree benefits will be changed to reflect the following: Retiree benefits are granted only to retirees and their spouse (at the time of retirement) including their dependents regardless of retirement date.
9. Surviving Spouse. The surviving spouse of a unit member, or of a retired member under Section 8, may opt for continuance of the fringe benefit health package at no cost to the District. The District shall provide coverage to the surviving spouse and surviving dependents through the last day of the month following the month in which the employee dies. Election to continue health benefits for the surviving spouse must be made in writing to the District by the last day of the month following the month in which the death occurs. The spouse's payment shall include reimbursement for the month after the unit member's death; if the spouse does not take the option, the Association shall

reimburse the District for that month's premium. Payment for the remainder of the year (through September 30) shall be submitted at that time.

Each year prior to the fifth day of September, the annual renewal premium must be submitted to the District Business Office with statement of intent to continue coverage. This agreement is extended only to that person who was the spouse of the employee at the time of the employee's death.

10. Medicare. The District will initiate the Medicare coverage option for regular faculty hired prior to April 1, 1986 pursuant to the regulations specified by the State and the Memorandum of Agreement between the parties. These provisions are subject to the requirements of the insurance carrier.
11. Parking. The District shall not levy parking fees for faculty members. The District shall furnish each faculty member with one proper staff decal.

## **ARTICLE VII**

### Working Conditions

1. Academic and Safety Attire. If specific attire is required for Merced College activities, such attire will be furnished by the District at no cost to the faculty member.

Faculty should maintain appropriate dress, including in online settings.

2. Teaching Assignment. Faculty members' daily teaching schedules shall comprise an elapsed time of no more than eight (8) hours, from the beginning of the first class through the end of the last class on that day.
  - a. Exceptions to Section 2 above may be permitted in cases where a faculty member requests, or is requested, and agrees in writing, to a different type of teaching schedule.
  - b. The District will provide transportation or pay mileage at the prevailing rate from the primary assignment to any secondary assignment. For the purposes of this section, the primary assignment will be defined as the location where the majority of the assignment is taught in any given semester. The District will compensate faculty members for mileage based on the distance from the primary assignment to the secondary, and return, in accordance with the actual number of days that instruction is held.
    - i. "Mileage" as used in this article means travel required and/or approved by the District as a condition of an employee's assignment or conditions of employment. It includes travel between centers, travel to off-site locations for workshops, conferences, outreach, field trips, and other approved activities. It does not include commute travel between an employee's residence and District worksite.
3. Counseling Assignments. No member of the counseling staff will be required to be on counseling duty more than four (4) consecutive hours per day unless they specifically request or agree, in writing, to a different type of counseling schedule.

4. Elapsed Time Requirement. Faculty members shall be provided no less than twelve (12) consecutive hours elapsed time between the end of the last assigned class on one day, and beginning of the first assigned class on the following day.
  - a. In the case of assigned teaching duties involving locations other than the primary assignment, a minimum of twelve (12) consecutive hours, including travel, shall elapse between the last class or the conclusion of travel on one day and the first class or the initiation of travel on the following day.
  - b. Faculty members shall not be assigned more than three (3) consecutive lecture class hours in a given work day, nor more than one (1) lecture class hour followed by one (1) three-hour laboratory period, nor more than two (2) consecutive three-hour laboratory periods. Exceptions to such consecutive assignments may be permitted in cases where a faculty member specifically requests or agrees in writing to a different form of consecutive assignments.
  - c. Exceptions to the elapsed time provision of Section 4 above may be permitted in cases where a faculty member specifically requests or agrees in writing to a different elapsed time period.
5. Advanced Scheduling. All full-time faculty members shall be notified in writing at least four (4) months in advance of a given academic session of their tentative course schedules for the ensuing academic period. When necessary, each faculty member shall meet with their supervising administrator, to modify or otherwise alter said schedule, and when possible to adopt a mutually agreeable final schedule for that academic period.

## **ARTICLE VIII**

### College Calendar

1. Board of Trustees' Right. The Board reserves the right to establish the dates of faculty employment for each school year. State-mandated holidays shall be observed. Any days of emergency closing of school by state or federal mandate shall be made up as allowed by state statute.
2. Length of Academic Year. The length of the academic year for regular contract faculty members shall be 175 days. The academic year for first-year contract faculty members or adjunct faculty members on contract may be extended an additional two (2) days without additional compensation at the discretion of the District.
3. Beginning and Ending Days of Instruction. Each year the beginning and ending days of instruction shall be determined by way of the collective bargaining process between the Association and the District. In the event a state or federal emergency creates interruption in the academic calendar that must be made up to comply with apportionment requirements, the days of make-up shall be carried out in any available non-teaching days or added to the end of the year. Such days of make-up shall be considered as part of the academic year.

4. Extended Calendar. Faculty members who are assigned work in excess of the academic year shall have their work year schedules established by the Board relative to the needs of the District. These faculty members shall be compensated at the rate of 1/175 of their salary as determined by salary schedule placement for each day of service.

## **ARTICLE IX**

### Evaluation and Tenure

Purposes of Evaluation. The evaluation of faculty is to assure effectiveness in and improvement of instruction and educational services. The primary purpose of the regular (tenured) faculty evaluation is to provide commendation and feedback for the member to consider for professional growth and improvement. The primary purpose of the contract (non-tenured, tenure track) faculty and temporary (long-term/one year) faculty evaluation is to provide feedback for professional growth and improvement, as well as to determine suitability for continued employment and tenure. Evaluation to the extent possible shall include sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds.

1. Scope of Evaluation. The evaluation of faculty shall be limited to the evaluatee's primary areas of responsibility. The main items for consideration in evaluation of faculty are:
  - a. Effectiveness in working with students.
  - b. Expertise in subject matter and/or areas of responsibility.
  - c. Techniques of instruction, counseling, student health services, coaching, or library practices.
  - d. Fulfillment of professional responsibilities.
2. Forms. Forms developed for the purpose of evaluation and tenure shall encompass the scope of evaluation. Any changes shall be mutually agreed upon by the Association (President or designee) and the District (Superintendent/President or designee) (Forms are available electronically).
3. Frequency of Evaluations. Evaluation frequency will be in accordance with Education Code 87663(a) relating to college faculty and evaluations.
  - a. Regular (Tenured) faculty: regular faculty will be evaluated every third year. Evaluation of tenured faculty shall take place during the spring semester. Evaluation may take place during the fall semester with mutual agreement.
  - b. Contract (Non-tenured, tenure track) faculty and temporary (long-term/one year) faculty: All contract and temporary faculty shall be evaluated in their first year of employment. Contract faculty shall be evaluated at least once a year for four (4) years, unless tenure is granted earlier. Evaluation of contract (non-tenured, tenure track) faculty and temporary (long-term/one year) faculty shall take place during the fall semester.
    - i For mid-semester new hires, their first evaluation will occur the following regular semester after hire. Thereafter, they will follow the regular evaluation schedule.

- c. Temporary (Adjunct) faculty: Temporary faculty shall be evaluated in their first year of employment and thereafter at least once every six (6) regular semesters.
  - d. For faculty on extended leave during their regularly scheduled evaluation cycle, the evaluation will occur upon their return as soon as practicable.
  - e. Coaches will be evaluated during their sport's season of competition.
4. Composition of Evaluation Teams. Evaluations shall be conducted through the team approach and will include student evaluations. Evaluation teams vary from one to three members. Regular (tenured) faculty shall be required to participate in up to two (2) evaluations in their area of expertise each academic year. Additional participation shall be voluntary.
- a. Regular (Tenured) faculty: Only regular (tenured) faculty shall act as the faculty representative of an evaluation team for full-time faculty unless mutually agreed upon by the faculty member and the appropriate vice president. The evaluation team for regular (tenured) faculty will consist of the immediate supervisor or designee and one or two faculty members from an appropriate area of expertise chosen by the evaluatee. The immediate supervisor or designee of the evaluatee will initiate and monitor the evaluation process for timeliness and compile the results of the evaluation.
  - b. Contract (non-tenured, tenure track) faculty and temporary (long-term/one year) faculty: The evaluation team for contract (non-tenured, tenure track) and one-year temporary (long-term/one year) faculty will be a Faculty Lead or a discipline faculty selected by the Faculty Lead, a faculty member from an area of expertise selected by the evaluatee, and the evaluatee's immediate supervisor or designee. The evaluatee shall be responsible for selecting a faculty member who is willing and able to serve as an evaluator.
  - c. Temporary (Adjunct) faculty: The evaluation team for adjunct faculty will be identified by the Faculty Lead and shall consist of a regular or contract faculty designee from an appropriate area of expertise unless mutually agreed upon by the faculty member and the appropriate vice president. The immediate supervisor of the evaluatee in coordination with the appropriate Faculty Lead will initiate and monitor the evaluation process for timeliness and review the results.
5. Evaluation Procedure. The following section outlines the evaluation procedure. The evaluation timelines are outlined in Appendix K.
- a. The first step in the evaluation process is self-evaluation. It begins with the faculty member examining their education objectives and instructional, counseling, coaching, or library responsibilities of their program and then deciding where their professional approach needs improvement and/or refinement. (See Appendix K for Self-Evaluation Form)
  - b. A pre-evaluation conference between the evaluation team and the evaluatee will be held to discuss goals and objectives of the employee and the procedures for evaluation. The self-evaluation shall be presented at the pre-evaluation conference.

- c. A minimum of one observation shall be made and advance notification provided to the evaluatee.
  - d. A student evaluation will be conducted. Unless mutually agreed upon, student evaluations will be administered between the eighth and twelfth weeks of the semester of the evaluation. (See form in Appendix K)
  - e. The evaluation team will meet prior to the post-conference to summarize the findings and complete the team evaluation.
  - f. The summary evaluation document shall be prepared by the immediate supervisor or designee and it shall be signed by all members of the evaluation team, and presented to the evaluatee no later than the last week of the semester.
  - g. A post evaluation conference shall be held between the team and the evaluatee wherein the elements of the evaluation shall be discussed and an opportunity for response by the evaluatee shall be provided, including the opportunity to respond in writing within ten (10) working days. These written comments will be attached to the evaluation and included in the personnel file.
  - h. If an evaluation contains an overall unsatisfactory rating, then a second evaluation will be conducted according to the timeline in Appendix K.
    - i. For contract (non-tenured, tenure track) faculty and temporary (long-term/one year) faculty the second team will consist of a faculty member selected by the evaluatee, an administrator, and a faculty member mutually acceptable to the evaluatee and the appropriate vice president. The second evaluation will take place in the spring semester, unless otherwise noted in this article. The second evaluation shall be conducted in a timely manner in order for the Board of Trustees to take final action regarding continued employment on or before March 15<sup>th</sup>. Every effort will be made to conduct a second evaluation; however, the absence of a second evaluation will not preclude the District from making a decision regarding continued employment.
    - ii. For regular (tenured) faculty the second team will consist of an administrator mutually agreed upon by the evaluatee and the appropriate vice president and one or two faculty members from an appropriate area of expertise chosen by the evaluatee. The administrator of the evaluatee will initiate and monitor the evaluation process for timeliness and compile the results of the evaluation.
6. Due Process Procedures. One of the elements of evaluation is to identify outstanding performance as well as areas where improvement may be made. The following points will be incorporated in the evaluation process where there is a need for improvement or unsatisfactory performance has been documented:



- a. A clear explanation of the areas the employee needs to improve in order to perform effectively will be provided at the time the evaluation is discussed with the evaluatee.
  - b. An outline of assistance shall be provided by the team including suggestions for improvement and an affirmative plan to assist the employee toward improvement.
  - c. A reasonable timetable for the improvement shall be provided.
  - d. A follow-up meeting will occur with the evaluation team to assess progress on areas of needed improvement and/or unsatisfactory performance.
  - e. The employee will be given advanced notification of the meeting and of their right to representation during any meetings with the administration arising from an evaluation indicating unsatisfactory performance.
7. Tenure Determination. Consideration for tenure shall be consistent with the California Education Code 87607-87609 and Title 5. Recommendations for continued employment, tenure or termination will be made by the contract instructor's evaluation team in accordance with established time schedules and procedures. A recommendation for tenure normally shall be made by the last evaluation team in the four-year (4) tenure cycle. Upon the recommendation of any of the previous evaluation teams however, an immediate tenure recommendation may be made to the Board of Trustees. Instructors who are denied tenure shall have appeal rights as specified in the California Education Code 87610.1-87611.

## **ARTICLE X**

### Workload

1. Full-time Faculty Load. A normal academic work year for full-time faculty shall consist of 175 duty days or 30 units (fall and spring semesters). A normal workweek for full-time faculty is forty (40) hours. With the exception of designated assignments, full-time faculty may conduct part of their non-accountable and/or professional responsibilities at any convenient location either on campus or off campus.
- a. Instructors: A full-time teaching assignment in terms of units of teacher load is 30 units for an academic year. Whenever possible, the teaching assignment shall be distributed evenly over the academic year. The teaching assignment may be at any time regular District classes are offered. Instructor office hour requirements per week include appropriate time periods of at least one-half hour for a total of one hour for every three hours of lecture, between the hours of 7:00 a.m. and 10:00 p.m., unless otherwise approved by the supervising administrator.
  - b. Counselors: A full-time counseling load is 30 assignable hours per week during regular academic semesters (equivalent to 30 units in an academic year). Whenever possible, the counseling assignment shall be distributed evenly over the academic year. Counselors with

an instructional assignment as part of their load will adhere to the same office hour calculation as listed in Article X.1.a.

- c. Librarians: A full-time librarian load is 30 assignable hours per week during regular academic semesters (equivalent to 30 units in an academic year). Whenever possible, the librarian assignment shall be distributed evenly over the academic year. Librarians with an instructional assignment as part of their load will adhere to the same office hour calculation as listed in Article X.1.a.
  - d. Instructional Designers: A full-time Instructional Designer load is equivalent to 30 assignable hours per week (equivalent to 30 units of load in an academic year). The schedule for Instructional Designers, assigned over a twelve-month period, will be mutually agreed upon before the succeeding academic year before convocation. Instructional Designers with an instructional assignment as part of their load will adhere to the same office hour calculation as listed in Article X.1.a.
2. Professional Responsibilities. In fulfillment of their professional responsibility, full-time faculty are expected to contribute regularly, actively and constructively to the work of the District, which may necessitate onsite attendance. Professional responsibilities include, but are not limited to, the following:
- a. Full-time faculty are expected to participate in District committees, student activities, and business or community relations pertinent to their area of assignment.
  - b. Full-time faculty are required as part of their professional responsibility to attend all contractual staff meetings (for example, cohort and area meetings) and to fulfill all flex obligations.
  - c. Full-time faculty are required to attend commencement exercises unless excused in writing by their respective vice president.
  - d. A flex-time duty day for full-time faculty shall consist of at least six hours at the approved activity.
  - e. Full-time faculty are required to develop and assess student learning outcomes and/or service area outcomes and contribute to program reviews. Both the Association and the District agree that the analyses of data from SLOs/SAOs will not be used for the purposes of individual faculty evaluations.
  - f. Full-time faculty are required to contribute to the review, maintenance, and development of curriculum.
  - g. All faculty are required to maintain prudent and reasonable supervision of students at all times while in charge of a class, laboratory, shop, field trip, competition, or other authorized District activity.

3. Assignment of Load. In order to ensure consistency in assigning load, the following process shall be utilized:

- a. All reassigned time will be assigned first
- b. The faculty’s primary assignment will be assigned second
  - i. Primary assignment is defined as follows:

| <u>Employee</u>   | <u>Work Type</u>                                    |
|---|---|
| Instructional Faculty   | Lecture is the primary assignment.                  |
| Coaches   | Coaching team sport and related course assignments. |
| Service Faculty (Counselors, Librarians, and Instructional Designers) | Student contact hours                               |

- c. All full-time faculty will be assigned their 15-unit load prior to any overload assignment being made.
- d. Any additional assignments will be assigned thereafter.

Full-time faculty are also expected to participate in other activities that are directly related to their assignment or which bring benefit to the District.

4. Reassigned Time. Reassigned time is awarded to faculty, calculated as part of their regular load, to provide them the opportunity to work on a project or special assignment not necessarily associated with their job description. The amount of reassigned time is based upon the amount of time required to complete the project or special assignment and is measured in units with 1 unit equaling 2 hours per week. Reassigned time requests may be initiated by either an administrator/manager or faculty. The assignment must be approved by the appropriate vice president. Faculty will be notified in writing if their reassign time is approved as a part of the load approval process. The following positions are representative of District recognized reassigned time including but not limited to:

| POSITION                  | TOTAL REASSIGNED UNITS |
|---------------------------|------------------------|
| Academic Senate President | 7.5 units              |
| Curriculum Chair          | 7.5 units              |
| FLEX Coordinator          | 5 units                |
| Faculty Lead              | 3 units                |
| Association President     | 6 units                |
| SLO Coordinator           | 6 units                |

5. Class Schedules. Faculty should be notified in writing of their schedule.

- a. When a full-time faculty's class is canceled or the full-time faculty member cannot meet full load for the semester, the dean and faculty member will mutually agree upon one of the options provided below:
    - i. The dean may give a class assigned to an adjunct faculty member to the full-time faculty member. The full-time faculty member may use a textbook of their choosing.
    - ii. Use load-banked units to meet load. Timelines pursuant to Article V shall not apply.
    - iii. Add an additional class in the traditional 18-week, nine-week, or short-term classes.
    - iv. Any last minute schedule changes shall not preclude faculty from banking overload units caused by the schedule change, even if the deadline is past.
    - v. If the cancellation happens in the fall semester, the faculty member can choose to have their load made in the following spring or summer term.
    - vi. If the cancellation happens in the spring semester, the faculty member may choose to make load in the immediate summer term.
    - vii. The faculty member may choose to reduce their load and pay for the semester.
    - viii. The faculty member may utilize the Flexible Work Schedule provision, as defined in subsection 10 below.
  - b. An assignment to a part-time faculty member may be canceled or changed due to insufficient enrollment, scheduling of regular full-time faculty load, or changes in the instructional program. If the assignment is canceled less than one week prior to the beginning of the class, the part-time faculty member shall be paid for two class meetings up to a maximum of six hours at their hourly rate to compensate for preparation time.
6. Reduction in Load. No full-time faculty member will have fewer than thirty (30) units of assigned load per academic year. However, a full-time faculty member and the District may negotiate a contract for reduced load. The full-time faculty member shall have representation by the Association in negotiating their reduced load contract. The contract salary and fringe benefit costs will correspond pro rata with the reduction in load. For example, a full-time instructor who negotiates an 80% load will receive 80% of their current salary. The full-time instructor will receive their full benefit package and be responsible for paying the pro rata difference (20% in this example) by authorized deduction from their salary warrant.
7. STRS Reduced Load Option. The State Teachers' Retirement System provides that full-time faculty may, under specified conditions, accrue full-time retirement benefits while teaching part-time. Under such a program, both the District and the employee would continue to make contributions to the State Teachers' Retirement System equal to what would be made if the employee were working full time. Prior approval from the Board must be obtained by persons who wish to participate in the program.

- a. Merced College full-time faculty members may apply to earn full-credited service for part-time assignments with the following provisions:
  - i. The full-time faculty member must be at least 55 years old.
  - ii. The full-time faculty member must have provided service in California public schools for at least five (5) years.
  - iii. The full-time faculty member must have been employed on a full-time basis during the preceding five (5) years.
  - iv. The full-time faculty member must provide service of at least 15 units during the academic year. This assignment may be completed in one semester or two semesters at the discretion of the faculty member.
- b. Following approval by the Board, the program may continue for a period not to exceed five years.
  - i. At the end of an academic year, the full-time faculty member shall be returned by their request to full-time status subject to District approval.
  - ii. The full-time faculty member must give to the District as least one semester's notice of intention to participate in this program.
  - iii. Any full-time faculty member who chooses to participate in this program will be granted the same fringe benefits as full-time faculty members.

8. Large Class Load. By mutual agreement with the supervising Dean and the Office of Instruction, an instructor may teach a class with a Large Class Size and will be compensated according to the table below.

| Large Class Size | Percentage |
|------------------|------------|
| 56 - 72          | 125%       |
| 73 - 88          | 150%       |
| 89 - 104         | 175%       |
| 105 - 120        | 200%       |
| 121 - 136        | 225%       |
| 137 - 152        | 250%       |
| 153 +            | 275%       |

The compensation is based on the unit load for the particular large class being taught (e.g., a 3-unit class at 56 students enrolled will result in a 3.75-unit load, a 4-unit class at 56 students enrolled will result in a 5-unit load, etc.).

9. WSCH/FTEF. Recognizing the need for fiscal stability, the District and the Association agree that it is in their mutual interest to pursue a goal of at least 525 Weekly Student Contact Hours Per Full-Time Equivalent Faculty (WSCH/FTEF). It is recognized that this quotient represents an average of all

faculty and that different disciplines may have quotients higher or lower than the average. The District and the Association will pursue ways to increase current WSCH/FTEF by developing negotiated incentives to faculty to create large-enrollment classes, by way of compensation, load, and/or other means.

10. Flexible Work Schedule. By mutual agreement between a full-time faculty member and the District, the full-time faculty member will be provided the opportunity to schedule one or more of the required contract work days or portion of workload during any period of time not designated as part of the academic year as provided for in Article VIII, District Calendar. For each day worked or portion of workload completed, outside the academic year, the full-time faculty shall have their work year reduced by an equal number of workdays or workload units.

- a. To exercise the option to utilize a flexible work schedule, full-time faculty shall in mutual agreement with the appropriate vice president and in consultation with the supervising Dean, develop a work schedule in writing which reflects each of the following:
  - i. The contract days to be worked during the academic year
  - ii. The flexible days to be worked outside the academic year

While the intention is to maintain full staffing in fall and spring semesters, summer, spring break, winter break and other college closures will be included as an option for Flexible Schedule for full-time faculty.

11. Extra Days. Faculty members who are not utilizing a flexible schedule but who mutually agree to work additional assignable days above the 175-day contractual period will be paid at their daily rate, as follows:

$$\text{Annual salary}/175 \text{ days} = \text{Daily Rate}$$

12. Unit Load. Standards for minimum assignments of faculty are as follows:

| SEMESTER LOAD UNITS | HOURS/WEEK PER SEMESTER | ACTIVITY   |
|---------------------|-------------------------|--|
| 1                   | 1                       | Lecture Classes*                                   |
| 3                   | 4                       | Laboratory Classes*                                |
| 1                   | 2                       | Assigned Counseling                                |
| 1                   | 2                       | Assigned Librarian                                 |
| 1                   | 2                       | Non-Credit Instruction                             |
| 1                   | 2                       | Supervision of 15 Work Experience Students         |
| 1                   | 2                       | Reassigned Time                                    |
| 4                   | 5                       | Clinical Instruction within a Health Care Facility |

\*Merced College operates according to the 50-minute class hour as stipulated by Title 5 of the California Code of Regulations, section 58023. Class scheduling is done in accordance with the Attendance Accounting Manual published by the state Chancellor's Office.

13. Class Size. Class size may be increased by up to 10% after faculty are provided the professional courtesy of notification, including the reason for the increase. During the period of this agreement, the categorization of new courses shall be determined by the Office of Instruction.

| Category                     | Class Maximum |
|------------------------------|---------------|
| English Basic Skills         | 32            |
| Math Basic Skills            | 35            |
| Clinical - Other             | TBD*          |
| Composition and Writing      | 32            |
| Language                     | 33            |
| Communication Studies        | 30            |
| Lab-Computers                | TBD*          |
| Laboratory-Trades            | 35            |
| Science Lecture              | 50            |
| Science Laboratory           | 24            |
| Large Lecture                | 50            |
| Performance/Skills-Based/CTE | 24            |
| Math-Reasoning               | 45            |
| Child Development Laboratory | 24            |

\* Determined by review of external requirements/ratios and/or other external factors. If there are disagreements related to requirements/ratios, then the class maximum will be determined by mutual agreement by the appropriate administrator and faculty lead.

## ARTICLE XI

### Salaries

1. Salary Increases. Effective July 1, 2022, full-time faculty will receive a 10% increase to the salary schedule and a 2.5% one-time off-schedule payment based on the faculty member's base salary. The 2.5% one-time payment will be based on the faculty member's July 1, 2022 base salary. Effective July 1, 2022, adjunct faculty members will receive a 13% increase to the salary schedule.
  - a. Effective Fall 2023, adjunct faculty members may opt in to receive 8 total paid office hours per semester at a rate of \$50/hour. Adjunct faculty are eligible for office hours in fall and spring semesters only.
  
2. Initial Step Placement. Initial step placement for faculty shall be based on verifiable education level and work or teaching experience. Full-time faculty shall be given credit on a year-for-year basis up to and including five (5) years at the time of initial placement on the salary schedule for previous relevant full-time work or teaching experience. After five years credit, by recommendation of the Vice President of Human Resources, full-time faculty may be allowed one year of credit for two years of previous relevant full-time work or teaching experience up to and including four (4) additional years at the time of initial placement on the salary schedule. Adjunct faculty may be given

credit on a year-for-year basis up to and including five (5) years at the time of initial placement on the salary schedule for previous relevant work or teaching experience.

3. Professional Growth Increments.

- a. The advancement on the full-time salary schedule shall be at the rate of one step for each year of teaching experience. If the full-time faculty member is employed for at least 75% of the total teaching days of an academic year, they shall be given credit for a full year's experience for salary schedule advancement purposes. Two one-half academic years shall count as a full year. After a full-time faculty member reaches Class V, Step 14, on the salary schedule, they shall be awarded one vertical increment in Class V beginning the 17<sup>th</sup>, 20<sup>th</sup>, 23<sup>rd</sup>, 26<sup>th</sup>, etc., until they officially retire.
- b. Adjunct faculty vertical advancement occurs after completing instruction of 30 units or six (6) semesters, whichever comes first.

4. Salary Advancement. Faculty members fulfilling the requirements of this section are eligible for salary advancement. Fifteen (15) units are required for horizontal progression on the salary schedule. Units may be earned by successfully completing college courses, by approved equivalent alternative methods, or by work experience.

A unit is a semester unit granted by an accredited institution of higher education approved by the United States Department of Education or Council of Higher Education Accreditation. Units earned on the quarter system count as 2/3 of a semester unit. Coursework completed in a foreign country must be assessed by an approved agency recognized by Human Resources prior to the applicant applying for salary advancement. Units may be undergraduate, graduate or equivalent alternative methods. All units, work experience, and equivalent alternative methods require preapproval. To be approved for advancement on the salary schedule, units must be directly related to the faculty member's professional assignment, or be of direct benefit to the District, or meet a District need to improve student success.

a. Application Process:

- i. Faculty interested in having their units approved for salary advancement must submit their application to the appropriate vice president by November 30 for the fall semester or April 30 for the spring semester for preapproval.
- ii. It is the faculty member's responsibility to follow the prescribed process, including the need to ensure the application is completed, submitted by the deadline, and all supporting documentation is attached. If the deadline is missed, the faculty member may re-apply during the next academic semester.
- iii. The appropriate vice president will forward complete applications to the Salary Advancement Committee for their recommendation.



- iv. Upon successful completion of the units, the faculty member must submit the appropriate documentation, (e.g., official transcripts) to the Vice President of Human Resources for processing.
  - v. The units will not apply for salary advancement if the faculty member failed to successfully complete the units.
  - vi. Units will be awarded for the completion of the initial course(s), seminars, workshops, or work experience. No units are awarded for repeating the same or similar course(s), seminars, workshops or work experience previously used for salary advancement.
  - vii. An applicant may appeal an unfavorable decision to the Vice President of Human Resources within ten (10) working days of notification of the decision for final resolution of the dispute.
- b. Salary Advancement Committee: The Salary Advancement Committee will review all applications for salary advancement. The Salary Advancement Committee is composed of two (2) academic managers appointed by the Superintendent/President, and three (3) faculty members appointed by the Association. If a faculty member serving on the committee applies for salary advancement during their tenure, a substitute shall be placed on the committee by the Association President for the purpose of approving or disapproving that member's application for salary advancement. The Salary Advancement Committee is responsible for meeting in December and May (and additionally if needed) to review applications for salary advancement units. The Office of Human Resources will notify the applicant within fourteen (14) days of the decision.
- c. Undergraduate Units:
- i. Applications for undergraduate units must be approved through the application process.
  - ii. To qualify for salary advancement, undergraduate units must be directly related to the faculty member's professional assignment, or be of direct benefit to the college, or meet a District need to improve student success.
  - iii. A grade of C or higher must be earned for the units to be applied for salary advancement.
  - iv. Up to fifteen (15) units of undergraduate courses are applicable for an individual faculty member's career salary advancement.
  - v. In order for the units to apply toward salary advancement, an official transcript with the grade must be submitted to the Vice President of Human Resources.
- d. Graduate Units:

- i. Applications for graduate units must be approved through the application process.
  - ii. To qualify for salary advancement, graduate units must be directly related to the faculty member's professional assignment or be of direct benefit to the District, or meet a District need to improve student success.
  - iii. A grade of B or higher must be earned for the units to be applied for salary advancement.
  - iv. In order for the units to apply toward salary advancement, an official transcript with the grade must be submitted to the Vice President of Human Resources.
- e. Alternative Methods of Earning Units:
- i. Workshops and Seminars:
    1. Application for the alternative workshops and seminars method to earn units must be preapproved.
    2. Applications must include the appropriate documentation, (e.g., course description, accreditation of institution, and instructor qualifications).
    3. To qualify for salary advancement, workshops and seminars must be directly related to the faculty member's professional assignment or be of direct benefit to the District, or meet a District need to improve student success. Workshops/Seminars must provide a certificate of completion or must be sponsored by an organization approved by the Salary Advancement Committee. The certificate of completion or other evidence of attendance and a description of the organization's professional qualifications must be submitted to the Salary Advancement Committee and Vice President of Human Resources.
    4. The alternative workshops and seminars method to earn units must have a minimum of eighteen (18) hours of instruction for a specific topic or course to equal one (1) unit. Alternative workshop and seminar methods of earning credit having less than eighteen (18) hours may not be accumulated. It is recommended that for the shorter workshop and seminar alternative methods, the faculty member review the information for possible use as FLEX activity.
    5. Only three (3) units of alternative method courses are applicable per salary advancement. Faculty in Career Technical Education (CTE) may petition to the Salary Advancement Committee to have more than three (3) units be alternative method units. The petition will follow the normal process for approval or disapproval.

- ii. Work Experience: Application for the alternative work experience method to earn units must be preapproved through the application process. The most common use of work experience is for career technical fields in which the technology or certification/licensing requirements change, requiring faculty members to return to the field to update their license or competency in their professional assignment.
    - 1. To qualify for salary advancement, work experience must relate to the faculty member's need to update their competency in their professional assignment.
    - 2. The work experience must be performed under the supervision of professionals qualified to provide the appropriate work experience supervision.
    - 3. Faculty members seeking to participate in work experience must submit a narrative identifying the specific objective(s)/outcome(s) to be accomplished by the experience. Applications must include:
      - a. the appropriate documentation, (e.g., description of work experience, name of business or agency where the work experience is to be performed, accreditation of the business or agency, if applicable, instructor qualifications, and benchmarks that will be used to measure outcome success.
      - b. a letter from the business or agency accepting the applicant and agreeing to allow the applicant to perform the tasks associated with the applicant's work experience at the institution.
  - ii. The alternative work experience method to earn units is a laboratory type of experience and the faculty member must have a minimum of fifty-four (54) hours of supervised experience to earn one (1) unit.
  - iii. A report demonstrating the successful outcomes as described in the application must be submitted to the appropriate vice president and forwarded to the Vice President of Human Resources upon approval. The report must be signed by the faculty member's approved trainer and the applicant.
  - iv. Only three (3) units of work experience are applicable per any one salary advancement. Faculty in CTE may petition the Salary Advancement Committee to have more than three (3) units be work experience units. The petition will follow the normal process for approval or disapproval.
- f. Activities not eligible to earn units toward salary advancement:

- i. Courses taken to maintain a certification/license/registration required for the faculty member's assignment and which are not a new requirement by licensing agency or law.
- ii. Courses taken to obtain a certificate/license/registry that do not benefit the faculty member's assignment.
- iii. Courses used for FLEX activity.
- iv. Undergraduate courses that the applicant already teaches or has a Faculty Service Area (FSA) qualification to teach.
- v. Courses or equivalent courses for which the person has already received salary advancement.
- vi. Courses for which a stipend or other compensation has been awarded by the District.

5. Salary Schedule. Historical salary schedules will be maintained by the District Human Resources Office. To the extent possible, all the Association agreements with historical salary schedules will be posted on a public facing website. The current faculty schedule shall be affixed to this agreement as Appendix A.

Effective January 1, 2019, the District and the Association agree to a 4% increase on the salary schedule for full-time and an 8% increase on the salary schedule for adjunct faculty. The parties further agree to the alternative methods outlined in Appendix A for CTE faculty initial placement and advancement on the salary schedule. Any disagreements regarding CTE faculty salary placement or advancement shall be resolved by mutual agreement of the District and the Association.

6. Hourly Salaries. The District and the Association agree to adopt the adjunct/overload salary schedule.

7. Coaching Compensation. The District recognizes the following head coaching positions: Baseball (M), Basketball (M/W), Football (M), Soccer (M/W), Softball (W), Swimming (M/W), Track & Field (M/W), Volleyball (W), and Water Polo (M/W).

- a. Head coaches are compensated as follows:

- i. Full-time/with load \$4,000
- ii. Adjunct/with load \$8,000 + 7 units paid hourly

- b. Associate Coaches and Assistant Coaches who are full-time or adjunct faculty members are required to meet minimum qualifications in the identified sport. When associate/assistant coaches are needed to support the instructional and/or athletic team, they will be recommended by the Athletic Department and shall receive compensation according to the table below. All hiring processes of associate/assistant athletic coaches will follow the District hiring procedures for faculty.

| <b>SPORT</b>        | <b>ASSOCIATE COACH MAXIMUM</b><br>Total # of Coaches and<br>Compensation Amount | <b>ASSISTANT COACH MAXIMUM</b><br>Total # of Coaches and Stipend<br>Amount Per Coach |
|---------------------|---|--|
| Baseball            | 1 associate @ \$4,000 stipend or<br>4 units of overload                         | 2 @ \$3,000  |
| Basketball (M)      | N/A   | 1 @ \$3,000  |
| Basketball (W)      | N/A   | 1 @ \$3,000  |
| Football            | 3 associates @ \$4,000 stipend or<br>4 units of overload                        | 4 @ \$3,000  |
| Soccer (M)          | N/A   | 1 @ \$3,000  |
| Soccer (W)          | N/A   | 1 @ \$3,000  |
| Softball            | N/A   | 1 @ \$3,000  |
| Swimming (M)        | N/A   | 1 @ \$3,000  |
| Swimming (W)        | N/A   | 1 @ \$3,000  |
| Track & Field (M/W) | N/A   | 1 @ \$3,000  |
| Volleyball (W)      | N/A   | 1 @ \$3,000  |
| Water Polo (M)      | N/A   | 1 @ \$3,000  |
| Water Polo (W)      | N/A   | 1 @ \$3,000  |

8. Performance Arts Faculty. The District recognizes performing arts faculty work on a regular basis in areas other than classroom instruction; including but not limited to extra rehearsals, promotions, and performances outside their regular load assignment. The District agrees to compensate performing art faculty members who render the services described above as follows:

| <b>PERFORMING ARTS PROGRAM</b>           | <b>COMPENSATION PER SEMESTER</b>           |
|--|--|
| Theater Arts Productions (for credit)    | 2 units (or equivalent) plus \$500 stipend |
| Music Ensemble Performances (for credit) | 1 unit (or equivalent) plus \$250 stipend  |

9. Faculty Compensation for Program Review. The District requires each program to conduct annual program reviews. Faculty are responsible for conducting Annual Program Reviews for their respective areas/programs. For programs without full-time faculty, a stipend will be provided for each program review in the amount of \$200. Additionally, for those full-time faculty assigned to a program with multiple degrees and certificates, a stipend of \$200 per additional Annual Program Review will be provided, unless the faculty receives other compensation (i.e., reassigned time for program coordination). Prior to faculty compensation for program review, the faculty and appropriate Dean or designee must mutually agree on assignments and expected outcomes. Compensation will be given once all assignments and expected outcomes are met.
10. Faculty Compensation for Curriculum Assessment Trainers (CATs). Faculty who assume the duties of assisting other faculty with program review, student learning outcomes, learning assessment documentation and related matters, shall be compensated one (1) hour per week at their overload/adjunct rate for the duration of the CAT assignment, plus a stipend of \$25 per assigned Annual Program Review. As a “trainer” this assignment will be considered instructional in nature. Once a faculty member is assigned as a CAT, the faculty and appropriate Dean or designee must

mutually agree on assignments and expected outcomes. Compensation will be given once all assignments and expected outcomes are met.

## **ARTICLE XII**

### Professional Travel

1. Per Diem. Faculty members shall receive a per diem allowance for room, board, and other related expenses based on circumstances of travel for all approved trips outside the area served by the District. Expenses incurred by a faculty member necessary to the trip shall be reimbursed at the prevailing rate.
2. Use of Private Vehicle. The District will not require faculty members to use their personal vehicles on District business. If a faculty member uses a private car by choice for an approved District trip when a District car is available, the faculty member is to be reimbursed for transportation at the prevailing rate.
3. Licensing. If special California driver's license and/or special requirement for licensing are required in order for the faculty member to fulfill their assigned duties, the Board shall pay all costs involved in obtaining these licenses and/or fulfilling these requirements.

## **ARTICLE XIII**

### Transfers

1. Voluntary. The Association agrees that the Superintendent/President is authorized under the Education Code to make assignments of all qualified employees to vacant positions based upon the needs of the District. A bargaining unit employee may request a voluntary transfer to a position for which he or she meets minimum qualifications or equivalency. The District shall attempt to honor requests for voluntary transfers when the training, experience, and the abilities of the requesting employee match the vacant position job specifications. As part of the decision-making process, the District shall consider requests for transfers based on factors including but not limited to, the training, experience and ability of the requesting employee, and upon the needs of the District. Nothing in this article is intended to diminish the District's right of assignment.
2. Involuntary. Involuntary transfers may be made, based upon the needs of the District as determined by the Superintendent/President or their designee. The District shall consider the preferences of the involuntary transferee when making such an assignment. However, the needs of the District shall be paramount and shall take precedent over the preference of the involuntary transferee.

## **ARTICLE XIV**

### Faculty Lead(s)

Faculty Leads are intended to serve as liaisons and representatives for their respective disciplines, programs, and schools/areas as well as to assist the dean with faculty-related matters, concerns, and

functions as outlined below.

### **Definition and Purpose of Faculty Meetings**

Administration and Faculty Leads work collaboratively to ensure effective communication during all meetings. The District schedules and requires participation in the following meetings with the exception of the “Faculty-Led Cohort” meeting as indicated below:

1. Division Meetings: Hosted by the vice presidents of each division. Full-time faculty are required to attend two per year, and part-time faculty may attend. Faculty leads communicate topics/agenda items to their respective vice presidents, as needed.
2. Schools/Area Meetings: Hosted by the deans of schools/areas in consultation with the Faculty Leads for each school/area. Full-time faculty are required to attend three meetings per semester (fall and spring) with all faculty within their respective schools/areas, and part-time faculty are invited to attend.
3. District Cohort Meetings: Hosted by the lead(s) of schools/areas in consultation with the Dean for each school/area. Full-time faculty are required to attend three per semester (fall and spring), and part-time faculty are invited to attend. The Dean has the discretion to attend or not attend. These meetings are scheduled at the preference of the District.
  - a. At the conclusion of District Cohort business, faculty may elect to extend the meeting for an additional faculty-only and optionally attended meeting, Faculty-led Cohort meetings, for the purposes of conducting a faculty-to-peer discussion on matters related to other business, including, but not limited to “Association” topics.
4. Department/Program Meetings: As needed per dean and department/program faculty during the semester in consultation with discipline/program faculty. Faculty Leads may attend these meetings, if helpful.

### **Faculty Lead Duties and Responsibilities**

The following are representative of duties and responsibilities of Faculty Leads and the Los Banos Area Lead(s). It is to be emphasized that these duties are representative, not supervisory in nature and intent. By design, the duties of Faculty Leads foster and assist in communicating information, concerns, and goals of the members between faculty and administration. The duties referenced in this Article do not authorize any supervision of faculty by Faculty Leads.

1. Responsibilities. The Faculty Lead(s) will:
  - a. The Faculty Lead(s) will serve as a member(s) of the evaluation team for up to three tenure-track faculty members per semester. If more than three of this type of evaluation opportunity arises, the Faculty Lead(s) may indicate a discipline designee to take their place

on the evaluation team. The Faculty Lead(s) will assist the Dean in the coordination of all other full-time tenure and tenure-track faculty evaluations as needed.

- b. Coordinate evaluations for adjunct faculty consistent with Article IX. The following represents the process regarding Adjunct Evaluation and the Faculty Lead(s):
  - i. The Dean submits a list to the Faculty Lead(s) indicating adjunct faculty to be evaluated.
  - ii. The Lead(s) coordinates faculty from the appropriate discipline or closely related field for these evaluations according to an agreed upon process between the Lead(s) and the Dean.
  - iii. The Lead(s) sends the list of evaluators and evaluatees to the Dean. If necessary, the Dean assigns faculty from the appropriate discipline or closely related field to fill vacant evaluator positions. The Dean sends notification to those faculty members being evaluated.
  - iv. The evaluator sets a time to meet with the adjunct faculty member and follows through with the process, submitting results to the Dean in a timely manner.
  - v. The Dean monitors the entire process and ensures that all paperwork is complete.
- c. Work in consultation with the Dean and in conjunction with discipline faculty in the development of faculty workload, faculty class schedules, resource allocation, and the schedule of courses.
- d. Assist in the coordination of the sequencing of courses within and between disciplines through the participation of shared governance processes and strategic enrollment management committees.
- e. Meet regularly with administration (e.g., weekly, bi-weekly, or monthly), attend campus wide meetings, and/or participate on a task force(s) or committee(s) as needed.
- f. The Faculty Lead(s) or designee(s) participates in the hiring of adjunct faculty.
- g. Serve as a liaison between the faculty and Dean. Information gained through meetings or other means of communication, (e.g., emails) from the Dean/Administration and cohort meetings will be shared in a timely manner to the cohort and/or cohort faculty members, including adjunct faculty.
- h. Hold a regularly scheduled weekly office hour(s) throughout the semester dedicated for faculty access.
- i. Assist faculty with their respective continuing professional growth, including, but not limited to, the coordination of training, mentorship, and other relevant professional growth opportunities.



- j. Faculty Leads may be required to assist with applicable duties during the summer as needed. In the event a Faculty Lead(s) is unavailable, a designee may be appointed. Whenever possible the Faculty Lead(s) will appoint the designee; however, if needed, the Dean may appoint the designee. Flex credit will be given for this time, if requested.
- k. Faculty Leads will have primary responsibility for organizing and planning cohort meetings in consultation and cooperation with the dean. The Faculty Leads will coordinate/consult with the Dean to determine dates/times of cohort meetings.

1a. Responsibilities. The Los Banos Area Lead(s) will:

- a. Act as liaison(s) between the Los Banos Campus Dean and Los Banos faculty.
- b. Coordinate with the discipline specific Area Deans and Leads from the main campus when issues pertaining specifically to the Los Banos campus arise, such as the scheduling of classes. All general District issues, (e. g., curriculum, faculty hiring, evaluations of faculty) will include the respective discipline faculty.
- c. Assist with applicable duties during the summer as needed. In the event the Los Banos Area Lead(s) is unavailable a designee(s) may be appointed. Whenever possible the Los Banos Area Lead(s) will appoint the designee; however, if needed, the Dean may appoint the designee. Flex credit will be given for this time, if requested.
- d. Assist the appropriate Dean in the coordination of all full-time tenure and tenure-track faculty evaluations as needed.
- e. Coordinate evaluations for adjunct faculty consistent with Article IX. The following represents the process regarding adjunct evaluation and the Los Banos Area Lead:
  - i. The Los Banos Dean submits a list to the Los Banos Area Lead(s) indicating adjunct faculty to be evaluated.
  - ii. The Lead(s) coordinates with faculty from the appropriate discipline or closely related field for these evaluations according to an agreed upon process between the Lead(s) and the Los Banos Dean.
  - iii. The Lead(s) sends the list of evaluators and evaluatees to the Los Banos Dean. If necessary, the Los Banos Dean assigns faculty or coordinates with appropriate Area Dean to assign faculty from the appropriate discipline or closely related field to fill vacant evaluator positions. The Los Banos Dean sends notification to those faculty members being evaluated.
  - iv. The evaluator sets a time to meet with the adjunct faculty member and follows through with the process, submitting results to the appropriate Dean in a timely manner.

- v. The Los Banos Dean monitors the entire process and ensures that all paperwork is complete.
  - f. Work in consultation with the Los Banos Dean and in conjunction with discipline faculty in the development of faculty workload, faculty class schedules, resource allocation, and the schedule of courses.
  - g. Assist in the coordination of the sequencing of courses within and between disciplines through the participation of shared governance processes and strategic enrollment management committees.
  - h. Meet regularly with administration (e.g., weekly, bi-weekly, or monthly), attend campus wide meetings, and/or participate on a task force(s) or committee(s) as needed.
  - i. Participate in the hiring of adjunct faculty.
  - j. Serve as a liaison between the faculty and the Los Banos Dean. Information gained through meetings or other means of communication, (e.g., emails) from the Dean/Administration and Area meetings will be shared in a timely manner to the Los Banos faculty, including adjunct faculty.
  - k. Hold a regularly scheduled weekly office hour(s) throughout the semester dedicated for faculty access.
  - l. Assist faculty with their respective continuing professional growth, including, but not limited to, the coordination of training, mentorship, and other relevant professional growth opportunities.
2. Selection. All Faculty Leads will receive a total of three (3) units of reassigned time per semester. Cohorts, including the Los Banos Area, that exceed 20 full-time faculty may choose to elect a second Faculty Lead. In general, for all Faculty Lead assignments, the work load will not be split between faculty unless mutually agreed upon by all parties. For Cohorts assigned two (2) faculty leads as indicated above, and in cases where two (2) leads are not elected, one faculty lead may agree to serve with a total of six (6) units assigned.

Each cohort, including the Los Banos Area, shall select by secret ballot a Faculty Lead or Leads for two academic years. Cohorts/Los Banos Area are permitted to run elections internally unless any one-member requests that the election be conducted by a representative of the Association. Los Banos faculty are permitted to participate in both their Cohort Faculty Leads and Los Banos Area Lead elections. In general, elections are to take place prior to the creation of load sheets for the following academic year. To be selected, a candidate(s) must receive a simple majority of the votes cast. Full-time faculty members and adjunct faculty who hold priority of assignment (Article XXIII) may vote in the election of a Faculty Lead. For those Areas in which there is more than one (1) Faculty Lead, each full-time faculty member in the Area may cast one vote per assignment.

The term of the Faculty/Area Lead shall be for two (2) years.

The term of a newly elected Faculty/Area Lead shall begin on July 1 of each academic year and end on June 30 of the academic year within which the term expires.

The Faculty/Area Lead may serve two consecutive terms and may serve a third or more consecutive term(s) only with a 2/3 approval of the votes cast by the cohort/area.

If the Faculty/Area Lead is permanently vacated, a special election will be held and the newly elected Faculty/Area Lead will serve the duration of the original term.

In the event no Faculty/Area Lead is elected by a cohort/area, the Dean will fulfill the administrative responsibilities of the Faculty/Area Lead until the Association and the District mutually agree on a resolution to fill the assignment.

3. Annual Workload and Compensation. The annual workload and compensation shall be standard for all Leads and is comprised of the following:
  - a. Workload – 175 days per year, corresponding to instructional days.
  - b. Compensation – 3 units of reassigned time per semester.
4. Additional Workload and Compensation. The Lead (or designee) and the Dean may determine up to eighteen (18) hours per year to be worked during the summer break and/or winter break. These hours may be counted toward the faculty member's flex hour obligation or compensated at the adjunct rate.
5. Guidance for Required Meetings. To provide guidance regarding attendance at required meetings, the District and the Association have mutually agreed to the following guidelines:
  - a. Required Meetings:
    - i. Division Meetings: The vice presidents will hold up to two (2) division meetings per year and faculty are required to attend. The District will make every effort to schedule Division meetings on the same days as Area meetings throughout the academic year.
    - ii. School/Area Meetings: Faculty Leads, in consultation with cohort faculty and Dean, are to schedule three (3) meetings per semester (six (6) total) at the beginning of the academic year or at the beginning of each semester or soon after. Fridays from 3-5 p.m. have been designated as the "college hour" for meetings.
      1. For Los Banos Area Faculty, one of the three required meetings per semester may be scheduled as a Los Banos Campus Area meeting to allow for specific campus business to be discussed.
    - iii. District Cohort Meetings: For convenience, these meetings may be scheduled directly before School/Area meetings and coordinated by the appropriate administrator/dean and faculty lead; three (3) meetings are required per semester.

1. Faculty-Led Cohort Meetings: District recognizes and agrees to extend the meeting times for optionally attended Faculty-Led Cohort meetings to discuss faculty-related and/or “Association” business.
      - iv. Department/Program Meetings: Scheduled by the appropriate administrator/dean as needed with program/disciple faculty.
    - b. Attendance/Excusals for District Required Meetings:
      - i. Attendance for all District required meetings is mandatory unless approved by the dean due to other pressing District business. Pressing District business does not include preparing for classes, grading papers, and performing other related instructional activities. All absences must be excused by the Dean in advance, except in cases of emergency.
      - ii. Cohorts have the option of scheduling more than the three (3) required meetings per semester at the discretion of the Lead(s) and the dean; however, attendance at these meetings will be optional. To foster improved communication and dissemination of information, faculty members are encouraged to make every effort to attend the optional meetings.
    - c. Agendas and Record Keeping for District Required Meetings:
      - i. For record-keeping purposes related to accreditation and for historical continuity, area secretaries are available, to the extent possible, for documenting agendas and approved meeting notes.
    - d. Modalities for District Required Meetings:
      - i. Faculty members may request to attend meetings remotely. These requests will require Area Dean approval. Faculty attending remotely will coordinate with the Faculty Lead(s) and Dean at least five (5) business days prior to the scheduled meeting. Technology used for remote attendance must allow for synchronous and face-to-face interaction. It is expected that all faculty attending meetings remotely will be fully engaged in the meeting.
6. Recall and Resignation. A Faculty/Area Lead may resign at any time or may be relieved of their duties by:
  - a. The appropriate Vice President with the approval of the majority of the cohort.
  - b. The majority vote by secret ballot of the cohort with the approval of the appropriate Vice President.
  - c. The appropriate Vice President in conjunction with disciplinary action pursuant to Article XXII.1.i.v. and its related due processes.

## **ARTICLE XV**

### **Safety and Health**

Compliance with federal regulations and the California State Occupational Safety and Health Act (Cal OSHA) is the responsibility of the District. The District will maintain a safe and healthful place of employment. In collaboration with actions taken by the District, faculty members are responsible for the following:

- a. Exercise rights under the Act in a responsible manner.
- b. Follow all lawful employer safety and health rules and regulations.
- c. Report hazardous conditions and/or materials to your immediate supervisor.
- d. In order to prevent the potential of an employee from being billed directly for medical care that should be covered by Worker's Comp, report any job-related injury or illness to the Office of Human Resources, and seek treatment promptly by calling The Company Nurse at 1-877-854-6877.
- e. Cooperate with the Director of Risk Management conducting an inspection if he or she inquires about safety and health conditions in the workplace.
- f. For immediate or emergent risks to health and safety or for a safety escort, contact Campus Police immediately. Merced Campus at (209) 386-6600 or Los Banos Campus at (209) 381-6425.

## **ARTICLE XVI**

### **Effects of Layoff**

1. **Agreement:** When the Board of Trustees deems that a layoff of faculty is to be implemented, the District and Chapter agree that the provisions of the Education Code as currently stated shall prevail in layoffs or reduction in force. The following agreed procedures and guidelines will be observed regardless of subsequent code changes:
2. **Definitions:**
  - a. "**Layoff**" means certificated termination of services either for a reduction in attendance or reduction or discontinuance of a particular kind of service (PKS) as currently provided in Section 87743 of the Education Code (E.C.). Layoff does not include termination for cause.
  - b. "**Seniority**" means the consideration afforded an employee on the basis of greatest length of service to the District as a regular employee to carry on credentialed activities based on service date of hire. Classification is retained as classroom instructor.
  - c. "**Date of Hire**" means the first day of employment in a contract position as currently in E.C. 87414.
  - d. "**Bumping**" applies only to layoff and means a permanent employee with greater seniority is assigned duties a less senior employee has been carrying out that the senior employee is

capable and certificated to perform thereby leaving the less senior employee subject to earliest layoff.

- e. "Seniority list" shall include all faculty members except temporaries. The District shall develop and maintain a seniority list including all faculty except temporaries. Faculty in categorically funded programs may be terminated rather than laid off. In case of identical first date of paid service for one or more employees, the order of seniority shall be determined by name drawing. Employees shall cooperate by annually verifying in writing their dates of employment, credentials held, prior experience and preparation, which information, if agreed as accurate, will be used in the event of layoff. Contents of this list shall be made available to the bargaining unit annually upon request.

3. Identifying Faculty to be Noticed: After the Board of Trustees has determined which programs or services are to be discontinued, the following method of determining who will be given layoff notice will be followed:

ADA layoff notice will be sent to the number of persons at the bottom of the seniority list (last hired) equivalent to the number of persons allowed by the ADA calculations. The District may skip employees if they possess special competencies or credentials essential to the District as long as no more senior employee being laid off has those credentials and competencies.

PKS layoff notice will be sent to the number of persons at the bottom of the seniority list within the persons performing each service equivalent to the number of persons authorized for layoff except those most junior in each service that would be laid off from that service will have their records reviewed, in seniority order, to see if they may bump more junior employees in other areas not directly affected.

Primarily, the order of layoff shall be determined on the basis of seniority and credentialing.

4. Teaching Assignment:

- a. All faculty will be assigned the Faculty Service Area of Community College Instruction/Service.
- b. Current preparation is weighed in four components. The first is minimum qualifications according to the Disciplines List of the Academic Senate for the California Community Colleges or the equivalent (as determined by Merced College's equivalency process); second is the authorization or credential issued by the State of California; third is academic preparation in major fields, minor fields, and special interest areas of aptitude or preparation; and fourth is consideration of occupational experience and/or classroom instructional experience in special aptitude or interest areas. For purposes of layoff seniority, authorization by the general secondary credential is judged to exist in major and minor fields and subject areas previously taught in the professional experience of the instructor. Authorizations by other types of credentials are as provided specifically by the authorization stated on the credential and within the preparation or specialization of the faculty member.

The faculty member will be considered qualified to render service by being in possession of minimum qualifications according to the Disciplines Lists of the Academic Senate for California Community Colleges or the equivalent (as determined by Merced College's

equivalency process), or of an appropriate credential plus completion of appropriate academic preparation at the time of submission of notices of layoff. The employee shall be considered qualified to serve the District in any capacity for which he or she has had successful classroom or other appropriate experience in the subject, subject area, or closely related subject areas that by present and/or past assignment provide a basis for becoming qualified at the time of submissions of notices of layoff, or March 1st, whichever is later.

Nothing in this Article shall in any way reduce or modify any rights of the employee under the law.

5. Notice of Layoff: All notifications shall meet the provisions of the now current Education Code. No later than March 15, written notice of intention to lay off employees for the ensuing school year will be provided by the Superintendent or their designee to each employee to be laid off and to the governing board. Notice shall include the effective date, seniority, reemployment rights and instructions for requesting a hearing. The District and the Chapter shall meet upon request of the Chapter after any notice of layoff has been sent, to discuss the rights of such layoffs on affected employees.

6. Retirement in Lieu of Layoff: Affected employees who elect service retirement from the State Teachers' Retirement Service (STRS) shall be placed on the reemployment list and shall be offered reemployment in the proper order of reinstatement. If the offer of reinstatement is accepted in writing, the district shall allow time for STRS to process the reinstatement from retirement. Any election to retire after being laid off shall be treated as retirement in lieu of layoff within the meaning of this section.

An employee subject to this section who retires and is eligible for reemployment and declines an offer of reinstatement shall be deemed to be permanently retired.

7. Reduced Workload: A faculty member, when offered, may accept a reduced load in lieu of layoff. Such employee shall be paid pro-rata on the percentage of a full load. The employee's position on the salary schedule shall not be affected.

8. Reemployment Rights: Contract and regular faculty who have been laid off have preferential reemployment rights if the number of employees is increased or a discontinued service is re-established. Reemployment rights also include first refusal in substitute or part-time service. Regular employees have reemployment rights for 39 months from date of layoff, contract employees for 24 months.

Reinstatement following layoff shall be in the original order of employment. An offer of reinstatement must be accepted in writing within 30 days by the affected employee or their attorney-in-fact. Failure to accept or appear for service on the date specified shall render the offer null-and-void, and shall permit the district to offer reinstatement instead to the next eligible instructor or outside applicant. Failure to accept reinstatement shall not otherwise affect the eligibility for any subsequent reinstatement; however, the reinstated employee may not later be bumped by the senior employee(s) refusing reinstatement. Should an employee on layoff refuse reinstatement and the District hire a contract instructor for the assignment, the contract instructor may not be bumped by the employee(s) refusing reinstatement.

Exception 1: Should an employee become eligible for reinstatement after the academic year has started but due to inability to gain release from contract obligation in another district be unable to immediately return, the position shall be filled by substitution of a less senior faculty member on layoff and available for assignment or by other substitute and the eligible employee shall be returned for the next subsequent academic year after fulfilling their obligation in the other district. Three refusals to return to the position from which laid off shall result in removal from the reemployment list and the District shall no longer be obligated to notify or reemploy that faculty member.

Exception 2: Should subsequent layoffs by the District take place, reinstatements shall maintain the order of seniority. All reinstatements shall follow the above provisions beginning again with the latest date of layoff.

9. Reemployment Roster: The District will maintain a roster of faculty terminated through layoff for 39 months, as required by the Education Code. Records shall also be kept on seniority information and a valid address provided by the terminated employee. The employee shall be responsible for informing the District of any change of address for notification of employment opportunity in the District. Failure to provide such address shall allow the District to otherwise fill the position.

An employee's name shall be removed from the roster in the event of written request by the terminated employee, death, three refusals to return to the original position of termination, or end of the 39-month period.

The District shall provide the Association with a current copy of the roster annually in August or when major changes occur.

10. Maintenance of Seniority During Layoff: During layoff and after return to work, the terminated employee will retain the full seniority status enjoyed prior to layoff.
11. Management Rights of Assignment: After any layoffs have been carried out in accordance with provisions of this Article and statutes current with the writing of this agreement, management may exercise its right of assignment of faculty duties to the remaining faculty.
12. Bargaining Unit Option: The bargaining unit may opt for reductions in wages, benefits and increased or decreased workloads in order to offset layoffs. Such option shall reflect the principle of seniority and shall be at no extra cost for the District than the implementation of layoff would be. Such action would require a year-by-year arrangement of mutual agreement.
13. Fringe Benefit Option: Faculty on layoff shall have medical, dental, vision and life insurance coverage on the same bases as required of other members of the faculty unit until September 30 of the year of layoff. Such coverage shall be terminated earlier at the request of the laid-off employee. Retirees are entitled to coverage as provided elsewhere by this Agreement and Board policies. The laid-off employee may retain their fringe benefits for the balance of the 39 months upon payment of full cost to the District.
14. Site of Assignment: In minimizing the necessity for layoffs, it may be necessary to transfer faculty to other District job sites than those upon which they have worked the majority of time for the prior three years or part thereof. If the distance to the new job site is more than 5 miles from the current



site, the District shall pay non-instructional hourly plus mileage at the District travel rate for the weekly travel time and distance. The District shall make every effort to reinstate the entire assignment to the original location at the earliest possible date. The District and CTA shall meet annually to review the necessity for assignments away from the primary place of assignment when such involuntary transfers are in existence.

15. Resolution of Disagreement: Any disagreement in the interpretation of this Article that cannot be resolved short of litigation shall be resolved on the basis of current Education Code provisions.

## **ARTICLE XVII**

### Savings

1. Severability. If any provision of this agreement or any application of this agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent final jurisdiction, such provision shall be modified in accordance with that decision, but all other provisions shall not be affected thereby and shall continue in full force and effect.
2. Reinstatement. If any provision of this agreement, which is deleted in accordance with section 1 of this article, is later deemed to be valid by operation of law or by a court or other tribunal of competent final jurisdiction, then both parties agree to commence negotiations on that provision within ten (10) days.

## **ARTICLE XVIII**

### Grievance Procedure

1. Purpose. The purpose of this grievance procedure is to secure, at the lowest possible level, equitable solutions to problems which may from time to time arise to affect the welfare of faculty.
2. Definitions.
  - a. For the purpose of this Agreement, a grievance shall be any claim by a member of the bargaining unit that there is alleged to have been a violation, misapplication, or misinterpretation of the Agreement.
  - b. A "day" for the purposes of this grievance policy is any day on which the administrative offices of Merced College are open for business.
3. Limits
  - a. Nothing in this article will be construed as limiting the right of any member of the bargaining unit having a grievance to discuss the matter informally with any appropriate member of the management team and to have the grievance resolved without intervention by the Association, provided that the resolution of the grievance is not inconsistent with this Agreement.
  - b. Notwithstanding paragraph "a" above, the Association may file a grievance on behalf of a unit member or a group of unit members if the unit member or a majority of the group of unit members consent.

- c. Nothing in this article will be construed as limiting the right of a member of the bargaining unit to pursue the resolution of any grievance through legal channels.
- d. The response days cited under "Procedure" are maximum limits only and every attempt should be made to expedite the processing of a grievance in the smallest number of days. However, nothing in this Article would prevent the extension of a deadline if such is agreeable to both parties.

4. Time Lines.

- a. In the event a grievance cannot be processed through all steps by the end of spring semester, it may be continued at the beginning of the fall semester. Continuation of the process through the summer vacation may proceed if agreeable to all participants.
- b. Failure of the representative of the District to adhere to the deadlines in the grievance levels shall allow the grievant the right to appeal to the next level. Failure of the grievant to adhere to the deadlines in grievance levels means that the right to appeal to the next level is waived.

5. Procedure.

a. Level I – Informal

- i. Before filing a grievance, and within ten (10) days following knowledge of the act or condition which is the basis of the complaint, the grievant shall meet with their immediate supervisor to discuss the grievance and solve the problem at the lowest level, clarify issues, state the solution, and work cooperatively toward settlement. If the issue cannot be resolved, both parties can mutually agree to engage Human Resources to assist in obtaining successful resolution of the dispute.

b. Level II – Formal

- i. If the grievant is not satisfied with the disposition of the grievance at Level I, the grievant may submit a written grievance to their appropriate Vice President and copy to immediate supervisor and Human Resources. Such appeal must be made within ten (10) days after presentation of the grievance at Level I. The written information shall include: (a) a clear statement of the occurrence of an act or omission or any other circumstance giving rise to the grievance, including names, dates, and places necessary for a complete understanding of the grievance; (b) a listing of the specific provisions of this Agreement which are alleged to have been violated or misapplied; (c) a summary of Level I discussion and why the proposed resolution of the problem is unacceptable; and (d) the specific remedy sought.
- ii. The Vice President or designee shall communicate in writing their decision within ten (10) days.

c. Level III – Formal

- i. If the grievant is not satisfied with the decision at Level II, they may appeal to the President or designee. Such appeal must be made within ten (10) days from the time of receipt of the Vice President's or designee's decision. The written information shall include all that which was submitted for Level II above, a copy of the Vice President's or designee's decision at Level II, and a listing of the specific

reasons why the Level II decision is unacceptable, if it is different from the proposed resolution of the problem at Level I.

- ii. The President or designee shall communicate in writing their decision within ten (10) days of receipt of the Level II appeal by the grievant.

d. Level IV – Formal

- i. If the grievant is not satisfied with the decision at Level III, they may appeal to the Board of Trustees. Such appeal must be made within ten (10) days from the time of receipt of the President's decision. The written information shall include all that which was submitted for Level III above, a copy of the President's decision at Level III, and a listing of the specific reasons why the Level III is unacceptable, if it is different from the proposed resolution of the problem at Level II.
- ii. The Board will hold a closed session hearing in order to address the grievance at or before its next scheduled public meeting (the grievant may request, in writing, to have an open hearing). By mutual agreement the grievance hearing may be delayed. Within five (5) days of the hearing the Board will communicate, in writing, its decision to the grievant.

e. Level V – Binding Arbitration

If the grievant, or Association in cases when submitted on behalf of a group or the Association, is not satisfied with the decision at Level IV, they or the Association may submit their grievance to arbitration. The District shall, by written notice to the President of the Board of Trustees within 15 days after receipt of the decision at Level IV, submit the grievance to the State Mediation and Conciliation Service or other mutually agreed to agency or binding arbitration. The cost shall equally be split between the District and Association (50%/50%). If any question arises as to the validity of the grievance, such question will be ruled upon by the arbitrator only after they have had an opportunity to hear the merits of the grievance. A list of reputable arbitrators will be provided to the District and the Association for review. The arbitrator selected shall be mutually agreed upon by both parties.

6. Rights of Faculty Members

- a. No reprisals of any kind will be taken by the Board, the President of the District, or by any member or representative of the administration of the District, against any aggrieved person, any party in interest, any member of the Association, or any other participant in the grievance procedure.
- b. A unit member may be represented at all stages of the grievance procedure by himself/herself and/or any representative, selected by the faculty member and/or a representative provided by the Association. An employee requested to appear as a witness in conjunction with this Article shall suffer no loss of pay.

## ARTICLE XIX

### Management Rights

1. Power and Authority. It is understood and agreed that the District retains all of its powers and authority to direct, manage and control in conformance with the law.
2. Limitation. In the exercise of the power and authority expressed in provision #1 above, the District shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law.
3. Emergency. An emergency, as referred to herein, shall be considered as a momentous, tragic, sudden event which disrupts the operation of the District. In the event the District declares an emergency exists (and such shall not be done arbitrarily or capriciously), and such action required by an emergency situation impinges on the rights of the Association or its bargaining unit members as stated in this Agreement, such action will be restricted to the period in which the emergency exists. Nothing herein shall preclude the Association from seeking injunctive relief if it feels the District's action is inappropriate to the circumstance.
4. Past Practice. The failure of the District to insist upon strict compliance or performance of any of the terms and conditions of the Agreement is not deemed a waiver of any rights or remedy the district may have for any subsequent breach or default of such terms and conditions.

## ARTICLE XX

### Distance Education

1. Intent. The intent of this article is to provide guidance on working conditions to faculty currently teaching or who are interested in teaching in a distance education modality.

Distance Education courses are employed to meet students' educational needs.

The parties rely primarily upon Academic Senate and the Distance Education Committee for curricular and qualification decisions pertaining to Distance Education courses.

2. Definitions. Pursuant to Title 5 section 55200, distance education means instruction in which the instructor and student are separated by time and/or distance and interact through the assistance of technology.

Distance education can be provided in various forms, including but not limited to fully online instruction delivered both asynchronously and synchronously, "Hybrid" or partially online, partially online with proctored exams, and "Hyflex" which supports some students online and some onsite in the same class.

#### Assignment:

Full-time faculty will be assigned to teach online on a voluntary basis only, except for full-time faculty hired specifically for online teaching. Assignment to distance education courses is limited to 9 units per semester unless they request otherwise and approve by the appropriate vice president. Even if granted a full load online, full-time faculty members remain responsible for all professional

obligations, including required onsite meetings and events, pursuant to Article X. In no case shall the granting of a full online teaching load imply the District's approval for living out-of-state during contractually obligated time. Teaching online does not necessarily equate to or mean the same as being a remote employee. "Remote employees" must have approval of the District to work offsite on a permanent basis, via the [Remote Worker Agreement](#).

If a faculty member is not qualified to teach online prior to their hiring, they will not be assigned an online class until they have completed training pursuant of section 4 to meet the minimum requirements, unless otherwise approved by the Vice President of Instruction. A newly hired faculty member will have the option to complete a training within a year of their start date, which includes completing training over summer session. It is the Area Dean's responsibility to determine the eligibility of their faculty.

3. Eligibility to Teach Distance Education. Prior to being assigned to teach in the distance education modality, faculty must meet one or more of the following criteria.
  - 1) Complete the District's training modules for distance education (at the time of the writing of this contract, Excellence in Online Teaching).
  - 2) Complete @ One's 12-week certificated in Online Teaching and Design.
    - a. Faculty completing training can use the hours to meet their Flex obligations (pursuant to Article X, Workload) or can submit the training through the salary advancement committee for horizontal salary advancement (pursuant to Article XI, Salaries).
  - 3) Complete other past trainings similar to the items listed in 1) and 2) (e.g. CMOIT, Advance Certificate in Online Teaching Principles, Online Teaching and Learning and POOCR, etc.)
  - 4) Complete a distance education training module at another institution and receive approval from the Dean of Distance Education to utilize that training in lieu items 1-3 above.
  - 5) Three (3) hours of annual training from a list of trainings approved by the District to maintain currency.
4. Compensation for Distance Education. Faculty who receive additional training can use the hours to meet their Flex obligations (pursuant to Article X, Workload) or can submit the training through the salary advancement committee for horizontal salary advancement (pursuant to Article XI, Salaries).
5. Professional Responsibilities. In addition to all other applicable professional responsibilities, teaching in a distance modality requires the following:
  - Maintain knowledge and use of current tools, strategies, and best practices in online teaching.
  - The faculty member will initiate and maintain regular and substantive interaction to provide consistent and predictable faculty-initiated contact with students and between students

about the course content, pursuant to Title 5 Section 55204 and all Title 5 requirements associated with distance education.

- Utilize the District's Learning Management System (LMS).

6. Faculty Rights.

1) Faculty members can collapse their Canvas shells with like sections. The District can require appropriate training prior to allowing faculty to use this Canvas feature. Faculty may not utilize a Canvas shell built for another institution.

2) Faculty shall not access Canvas shells of peers without permission of the faculty member.

7. Academic Freedom. Faculty members teaching in a distance education modality are protected by and subject to Board Policy 4030, Academic Freedom and Board Policy 3710, Intellectual Property and Copyright and their related Administrative Procedures.

8. Office Hours. Office hours are to be proportionate to the faculty member's teaching modality. Office hours for distance education courses shall be conducted and documented via appropriate District-approved video conferencing technology. Nothing shall preclude faculty from working with their immediate supervisor to flex the modality of office hours to meet students' needs.

9. Class Size. Class sizes for distance education courses shall be consistent with the class sizes expressed in Article X, Workload.

10. Evaluation. Pursuant to Article IX, Evaluations.

## **ARTICLE XXI**

### Intellectual Property

Intellectual Property Rights. The District and the Association recognize the significance of intellectual property rights. The District and the Association both encourage faculty to engage in the production of scholarly works, creative publications, and technology-based material. Furthermore, the District and the Association discourage piracy, plagiarism, and misappropriation of original materials. The District and the Association recognize that property rights need to be fairly balanced between the interest of the faculty and the interests of the District through mutual agreement. Intellectual property can include inventions, discoveries, works of authorship and/or other creative works that may be subject to protection under federal or state patent, copyright, trademark, and/or trade secret laws arising from or related to the works or efforts of the faculty as provided in Board Policy 3710.

## **ARTICLE XXII**

### Employee Discipline, Personnel Files, Student/Public Charges

1. Employee Discipline. In cases when the District asserts grounds for employee discipline of unit members, the following conditions shall prevail pursuant to Education Code 87732:

- a. All Discipline or warnings/notices of discipline are subject to just cause as determined by an investigation to determine if the discipline is justified.
- b. Discipline or warning/notices of discipline are subject to due process. Due process includes notification of the rule alleged to have been violated and the likely penalty if the rule has been violated. Due process also includes the right to legal and/or Association representation during meetings with the unit member regarding potential discipline.
- c. It is recognized that emergency situations can occur involving the health and welfare of students or employees. If the employee's presence could lead to a clear and present danger to the lives, safety or health of students or fellow workers, the District may take immediate disciplinary action with appropriate documentation placed in the personnel file.
- d. Discipline or warnings/notices of discipline are subject to progressive measures. Progressive measures require the application of the least severe penalty reasonably necessary to correct errant behavior or to protect the safety of students/employees.

Progressive discipline steps are defined as:

- i. A verbal warning from the supervisor that includes recommended corrective measures.
- ii. A letter of warning from the supervisor that includes a summary of the initial verbal warning and informs the faculty of concerns and/or deficiencies. This warning does not become part of the personnel file; however, an informational copy is sent to the appropriate vice president.
- iii. A letter of reprimand from the supervisor. Copies are sent to both the appropriate vice president and to the Office of Human Resources for insertion into the faculty's personnel file.
- iv. A letter of intent from the supervisor which would detail recommended action to be taken against the faculty. Should disciplinary action be recommended, the faculty shall retain appropriate due process and appellate rights.

All discipline procedures are subject to appeal through the agreements grievance procedure as established in Article XVIII.

2. Personnel Files.

- a. The official personnel file of a unit member shall be maintained at the District's Office of Human Resources.
- b. Personnel files shall be available digitally upon request. Unit members will be given access to their personnel file materials within three working days of their written request. A named representative may, with non-continuing written authorization from the unit member, receive the electronic file in the absence of the employee.

- c. In addition to the named person, only persons who have a legal authorization to view file contents may be granted access to the digital personnel files.
  - d. With the exception of those responsible for maintaining the official file, the District shall keep a log of the persons who have examined a personnel file or who have requested information contained in a personnel file as well as the date such examinations or requests were made. Such log and the employee's personnel file shall be available for examination by the employee or their Association representative if authorized in writing by the employee.
  - e. All material placed in the personnel file shall indicate the date it was signed/approved and placed in the file. Written statements of a positive nature pertaining to employment performance of a unit member shall be placed in the member's file upon the unit member's request.
  - f. Information of a derogatory nature shall not be entered or filed for fifteen (15) days after the unit member is given written notice and the opportunity to review and respond in writing thereon. A unit member shall have the right to enter, and have permanently attached to any derogatory statement, their own comments thereon. Derogatory information placed in the personnel file shall identify the source(s) of such information. If subsequent to the entry of derogatory information into the personnel file, a District investigation determines that the information is inaccurate in a material respect or unsubstantiated, it shall be removed from the file and shall not be used in any decision affecting the discipline, employment status or assignment of the unit member.
3. Student Complaints/Public Charges. Student complaints/public charges shall not be entered into personnel files until and unless a District investigation has taken place regarding the complaint and a conference with the employee has been completed. If action is to be taken based on a complaint or if record of the complaint is to be placed in the personnel file, it must be verified through investigation and by a preponderance of evidence. The faculty member shall be allowed to be present with legal and/or Association representation at all meetings during which potential discipline is being discussed. The complaint will be treated as derogatory material and is subject to those provisions stated in this Article.

### **ARTICLE XXIII**

#### Adjunct Faculty

- 1. Adjunct Faculty. "Adjunct faculty" shall be used in the Agreement to mean temporary faculty as defined in California Education Code Section 87482.5.
  - a. Temporary assignments of adjunct faculty will be made by the Dean or designee (within the limitations of the procedures set forth below) and shall be compensated as outlined in Article XI (appendix).



- b. Except as delineated in this Agreement, adjunct faculty have no rights other than those provided by the California Education Code. However, adjunct faculty expertise and preference are considered.
- c. The parties agree that all adjunct faculty assignments are temporary in nature, contingent on enrollment, funding, and/or program changes, and that no adjunct faculty member has a reasonable assurance of continued employment at any point in time, regardless of the status, the length of service, or priority of assignment.
- d. The District reserves the right of assignment.

2. Adjunct Faculty Assignments.

- a. Maximum Allowable Full-Time Equivalent Faculty (FTEF):
  - i. Adjunct faculty member load shall not exceed 67% (sixty-seven percent) during any one academic semester, except for exceptions provided for in Education Code.
  - ii. All adjunct faculty may substitute on a day-to-day basis in classroom assignments without any change in their employment status (i.e., day-to-day substitution will not increase their assigned FTEF). Day-to-day substitution means substitute assignments of one or more days, consecutive or otherwise, not to exceed 18 days. Substitute assignments of 19 or more days will be added to load. Substitution does not qualify toward priority of assignment unless it is a full semester assignment.
- b. Priority of Assignment Status: For the purposes of this agreement, "Priority of Assignment" (POA) refers to the designation earned by adjunct faculty for assigned workload. Adjunct faculty who have earned POA will receive priority over other adjunct faculty. Adjunct faculty within a discipline who have earned POA are not assigned in any ranked order (i.e., seniority based on years of service, hire date, etc.) and are subject to right of assignment by the Dean. An adjunct faculty member will receive POA designation after all requirements are met and the application has been processed and approved. Qualifying semesters of service (fall and spring) are eligible to be counted for priority status beginning July 1, 2012.
- c. Eligibility for Priority of Assignment (POA):
  - i. For the purposes of this article only, "qualified" shall mean (1) meeting the state minimum qualification for the "Faculty Service Area" (FSA), (2) having adequate preparation for the specific course for assignment through appropriate education or experience, and (3) possessing effective expertise relevant to the specific course or assignment. The Dean or designee shall retain the "right of assignment" and will determine what courses or assignments will be offered to best meet the needs of the students and the area/department.
  - ii. Adjunct faculty who have completed eight (8) consecutive semesters or eight (8) out of the last twelve (12) semesters of service within a specific discipline will become

eligible to participate in the POA process for that discipline. There are no minimum number of units to be eligible for POA. Adjunct faculty who are either current full-time or retired full-time District employees are not eligible to participate in the POA program.

1. Adjunct faculty are eligible to submit the POA application to the appropriate Dean or designee to initiate the POA process in the sixth (or later) semester of service. Adjunct faculty must receive an overall “satisfactory” level of performance on all of their evaluations within the qualifying period. Since a standardized adjunct evaluation summary form did not exist prior to July 1, 2018, qualifying POA adjuncts must comply with one of the following two options in order to move forward with the process:
  - a. The Dean and Faculty Lead within their primary discipline will review all evaluations within their personnel file during the qualifying period and complete the evaluation summary form for each evaluation by assigning an overall level of performance of “satisfactory” or “unsatisfactory” or
  - b. The qualifying adjunct faculty can elect to have a new evaluation completed by the subsequent semester after the initial application for POA status is submitted using the new evaluation summary form.

3. Priority of Assignment (POA) Rights.

- a. To honor the schedule development process, POA rights begin at the beginning of the third semester following the semester during which the initial request was made. For example, if the adjunct faculty member makes the request during semester six (6), POA rights take effect at the beginning of semester nine (9). Semesters seven and eight may be used to schedule additional evaluations of the requesting adjunct faculty member. However, if an evaluation is not performed within this time period, it shall not negatively impact determination of POA.
- b. POA rights will not be granted to adjunct faculty who have not initiated the above request with their appropriate Dean or designee.

4. Process of Determination of Adjunct Faculty Assignments. After all eligible tenured/tenure-track regular load assignments have been made based upon program needs, adjunct faculty who have qualified for POA rights will be contacted by the appropriate Dean or designee and advised of the potential availability of assignments from their approved list. Assignments will be made following the adjunct faculty member’s POA status as determined in Article XXIII above. The Dean or designee will make a good faith effort, whenever possible, to provide equitable load assignments to POA adjuncts.

5. Reductions.

- a. In the event the assignment of an adjunct faculty member who has qualified for POA rights must be reduced due to program needs, the affected faculty member shall have the right to maintain their POA designation. The District will endeavor to maintain the workload of adjunct faculty.
- b. In the event the above reduction must be made, the affected adjunct member shall not displace other adjunct faculty members until the subsequent semester.
- c. In the above case, an adjunct faculty member displaced from an assignment will not lose their POA designation.

6. Break in Service.

- a. Adjunct faculty who are not given any assignment for circumstances beyond their control (course cancellations, contraction of a discipline, etc.) will retain their POA designation for a period of four (4) consecutive academic semesters. Adjunct faculty who retire from under CALSTRS or CALPERS can retain their POA rights as long as they meet eligibility requirements.

7. Disqualifying and/or Losing POA Conditions. If an adjunct working in multiple disciplines is disqualified from POA in one discipline, this does not automatically disqualify the adjunct from earning or maintaining POA in a different discipline. Regardless of eligibility, adjunct faculty will not be awarded POA under any one of the following conditions:

- a. Adjunct faculty members who have qualified for POA rights within a specific discipline who receive an unsatisfactory evaluation during any of their regularly scheduled evaluations (as defined in Article IX of the Agreement) will be provided with a written plan of remediation, which they will be expected to implement during their following semester of assignment. A subsequent evaluation will take place during the following semester of assignment, again following the procedure defined in Article IX of the Agreement. If this subsequent evaluation is again unsatisfactory (as defined above), the adjunct faculty member shall not receive an assignment the following semester in the discipline within which they are evaluated. In addition, their POA as an adjunct faculty member within this discipline of assignment shall be revoked.
- b. Adjunct faculty member has not submitted final grades for a class in a timely fashion (within ten (10) working days of the last day of instruction for the semester) more than once within the previous four semesters taught.
- c. Adjunct faculty member has not submitted any mandatory census roster or positive daily attendance rosters by the prescribed deadline on more than one occasion during the period encompassing the four most recent qualifying semesters, and has been individually warned in writing by the Dean that subsequent failure will result in potential disqualification.

- d. Adjunct faculty member has been absent from class, lab, or assigned staffing hours without proper notification and approval from the Dean on more than one occasion during the period encompassing the four most recent semesters.
  - e. Adjunct faculty member has been the subject of multiple unresolved and substantiated student complaints alleging violations of Education Code 87732. Student complaints must be documented and handled according to the District’s student grievance procedures.
  - f. The District has found the adjunct faculty member to have egregiously violated a rule or regulation of the District and is subject to formal discipline.
  - g. Adjunct faculty member has not taught or has declined all assignments offered for more than two consecutive semesters, except under conditions covered under the FMLA (Family Medical Leave Act), CFRA (California Family Rights Act), and PDL (Pregnancy Disability Leave).
  - h. The Dean or designee may consider extenuating circumstances for any of the above conditions.
8. Exceptions to Granting POA.
- a. POA is not available to Coaches for Intercollegiate/Athletic classes associated with the intercollegiate Coaching Contracts.
  - b. POA is not available for teaching under Instruction Service Agreement or Contract Education Courses.
  - c. When the District has found the adjunct faculty member to have egregiously violated a rule or regulation of the District and is subject to formal discipline, POA shall be revoked and the faculty member must reestablish the minimum eligibility requirements pursuant to section 2.c.ii above.

**ARTICLE XXIV**

Prison Education

1. Assignment. Full-time faculty will be assigned to teach or to provide non-instructional services in a prison or correctional facility on a voluntary basis with the exception of those full-time faculty hired or reassigned specifically for prison teaching.

Adjunct faculty members who are offered a teaching assignment with a prison or correctional facility may choose to decline the assignment without harm to their priority of assignment (POA) status.

2. Faculty Responsibilities.
- a. Faculty will on-board with the Rising Scholars office.
  - b. All faculty members who volunteer to teach or to provide non-instructional services in a

prison or correctional facility shall agree to follow the rules, regulations, and conditions of the facility including a prison-mandated clearance check.

- c. Faculty will comply with any training required by the facility and comply with all related protocols.
  - i Faculty assigned to a prison/correctional facility must meet all facility training and policy requirements. Adjunct faculty will be reimbursed for all mandatory training time via claiming this time as Flex credit. Full-time faculty may claim mandatory training as Flex.
  - ii The District is not obligated to assign additional teaching load to a faculty member who violates any facility protocol(s) that result in the prison revoking entry into the facility during the teaching assignment.
- 3. District Responsibilities. The District is responsible for ensuring that the faculty member meets all the requirements necessary for teaching at a prison location.
- 4. Mileage reimbursement. Mileage shall be reimbursed pursuant to Article VII, Working Conditions.
- 5. Stipends. Faculty members will receive \$600 for every assignment each day of the week per facility entrance assigned total for the semester, as follows:  
$$\$600 \times \text{number of prison entries per week} = \text{total stipend for prison entries per semester per faculty member.}$$

Canceled classes for any reason that results in reduced number of entries will be deducted. Stipend shall be paid at the end of the semester.
- 6. Evaluation. Evaluations of faculty teaching in the prison system shall be pursuant to Article IX, Evaluation.

## GLOSSARY

1. "Academic Year" means the school year and shall cover a time period from the start of the fall term to the end of the following spring term during which regular day school is maintained. This period must include not less than the number of days of teaching required to entitle the District to apportionment of state funds.
2. "Administration" means the District Superintendent/College President, Vice-Presidents, Deans, and other persons having managerial responsibilities in areas covered by this Agreement.
3. "Association" shall be interpreted as the Merced College Faculty Association (MCFA-Chapter 770 CTA/NEA), the California Teacher's Association, and the National Education Association; likewise, references to any or all of these (MCFA/CTA/NEA) shall be interpreted as the Association.
4. "Bargaining Unit Member" means the same as a faculty member.
5. "Daily Rate of Pay" means the annual contract salary divided by 175 days.
6. "Days" means calendar days during which students may be required to be in attendance plus calendar days when faculty members may be required to attend meetings or participate in District activities. A) "Day(s)" for full-time faculty would be their normal assigned load for an instructional day or a minimum of six hours for a staff development "flex" day. B) "Day(s)" for a part-time faculty member would be their normal contract hours for an instructional day.
7. "Faculty/Area Lead" means any faculty member in a position covered by Article XIV - Faculty/Area Lead.
8. "Faculty" refers to all employees who are included in the appropriate unit as defined in Article II and therefore covered by the terms and provisions of this Agreement: a) regular employees; b) contract employees, tenure track; c) contract employees, non-tenure track; d) temporary full-time, non-tenure track; e) part-time adjunct employees.
9. "Faculty Member" refers to any individual employee who is included in the appropriate unit as defined in Article II and therefore covered by the terms and provisions of this Agreement.
10. "Family" means husband, wife, mother, father, sister, brother, son, daughter, son-in-law, daughter-in-law, grandchild, grandfather, grandmother, mother-in-law, father-in-law, and dependent relatives of the employee or the employee's spouse, or any relative of either spouse mutually deemed by the employee and Personnel Office to have a close family relationship.
11. "Paid Leave" means that a faculty member shall be entitled to (a) receive appropriate wages and all benefits as provided for in this Agreement; (b) determine the assignment they will return to in accordance with the provisions of this Agreement; and (c) receive credit for annual salary increments provided during the paid leave.
12. "Unpaid Leave" means that a faculty member prior to the leave shall be entitled to determine by mutual agreement with the Board (a) the assignment they will return to in accordance with the provisions of this Agreement; (b) the continuation of any or all benefits provided for in this Agreement; and (c) credit for professional growth increments.

**Appendix A**

Intentionally Left Blank

**Appendix B**

Intentionally Left Blank

**Appendix C**

Intentionally Left Blank

**Appendix D**

Intentionally Left Blank

**Appendix E**

Intentionally Left Blank

**Appendix F**

Intentionally Left Blank

**Appendix G**

Intentionally Left Blank

**Appendix H**

Intentionally Left Blank

**Appendix I**

Intentionally Left Blank

**Appendix J**  
Priority of Assignment (POA)

**Request for Adjunct Priority of Assignment Status (POA)**

**Faculty Request**

I \_\_\_\_\_, am requesting priority of assignment for the discipline of \_\_\_\_\_ (English, Math, Counseling, etc.). I understand that I must have served the District for at least eight of the previous twelve semesters (this can be done with eight consecutive semesters of service) and I have at least two consecutive satisfactory evaluations in the discipline in which POA is being requested.

If less than two evaluations have been performed in the discipline in which POA is being requested, then the District has two semesters to conduct an evaluation. ***NOTE: If an evaluation is not performed during this timeframe, then the applicant will be assumed satisfactory for the purposes of POA.***

\_\_\_\_\_  
Faculty Signature

\_\_\_\_\_  
Date

**Dean and Human Resources Verification:**

- | Yes                      | No                       |   |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | The applicant has at least eight semesters of service over the previous twelve semesters. The applicant served from _____ to _____ without an interruption in service, or there were interruptions in service from _____ to _____ however the applicant still meets the service requirement for POA.  |
| <input type="checkbox"/> | <input type="checkbox"/> | The applicant has at least two satisfactory evaluations and meets the evaluation criteria for POA, or the applicant has had less than two satisfactory evaluations performed and must have an evaluation performed during the next year to meet the evaluation criteria for POA. If the applicant has never been evaluated during their tenure this one satisfactory evaluation will satisfy the evaluation criteria for POA. |

\_\_\_\_\_  
Dean Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Associate Vice President of HR Signature

\_\_\_\_\_  
Date



**Appendix K**  
**Evaluations**

| ACTION  | RESPONSIBLE PARTY                    | DUE BY         |
|---|--------------------------------------|----------------|
| 1. Notify faculty member of evaluation  | Immediate Supervisor                 | End of week 2  |
| 2. Establish evaluation team  | Immediate Supervisor                 | End of week 3  |
| 3. Complete self-evaluation   | Evaluatee                            | End of week 5  |
| 4. Pre-conference<br>a. Review evaluation form/criteria<br>b. Determine observation dates/times<br>c. Review of self-evaluation   | Immediate Supervisor/Evaluation Team | End of week 5  |
| 5. Conduct evaluation   | Evaluation Team                      | End of week 12 |
| 6. Conduct team conference<br>a. Meet with evaluation team<br>b. Review student evaluations<br>c. Write preliminary narrative, including:<br>i. Areas of commendation<br>ii. Recommendations for improvement  | Immediate Supervisor/Evaluation Team | End of week 14 |
| 7. Conduct evaluation conference with evaluatee   | Immediate Supervisor/Evaluation Team | Week 16        |
| If an overall unsatisfactory rating occurs, then proceed to the following steps during the second semester of the academic year (see Article IX regarding the structure of second evaluation team):   |                                      |                |
| 8. Establish second evaluation team   | Appropriate VP/Evaluatee             | End of week 1  |
| 9. Complete self-evaluation   | Evaluatee                            | End of week 2  |
| 10. Pre-conference<br>a. Review evaluation form/criteria<br>b. Determine observation dates/times<br>c. Review of self-evaluation  | Administrator/Evaluation Team        | End of week 2  |
| 11. Conduct second evaluation   | Administrator/Evaluation Team        | End of week 4  |
| 12. Conduct team conference<br>a. Meet with evaluation team<br>b. Review student evaluations<br>c. Write preliminary narrative, including:<br>i. Areas of commendation<br>ii. Recommendations for improvement   | Administrator/Evaluation Team        | End of week 5  |
| 13. Conduct evaluation conference with evaluatee  | Administrator/Evaluation Team        | End of week 6  |
| 14. Forward evaluation report for approval through the following individuals:<br>a. The immediate supervisor<br>b. The appropriate vice president<br>c. The Superintendent/President  | Administration                       | End of week 7  |
| 15. Board of Trustees takes final action regarding continued employment   | Board of Trustees                    | March 15       |
| <b>NOTE:</b> All reasonable accommodations will be made to ensure the above timeline will be adhered to by both parties. However, both parties recognize extenuating circumstances may alter the above timeline. This does not preclude the District from taking action by the March 15 deadline. |                                      |                |

**Appendix L**

Leave for Pregnancy Disability and Child Bonding Quick Reference Guide

**Leave for Pregnancy Disability and Child Bonding:  
State of California Civil Rights Department Quick Reference Guide**

|   | <b>Pregnancy Disability Leave (PDL)</b>   | <b>California Family Rights Act Leave - Child Bonding</b>   | <b>Family &amp; Medical Leave Act (FMLA)</b>   |
|---|---|---|--|
| I am eligible if:   | I have a pregnancy-related disability and my employer has 5+ employees. (Gov. Code, § 12945 & Cal. Code Regs., tit. 2, §§ 11035 & 11037).             | I have a new child (via birth, adoption, or foster placement), I have worked for my employer for 1+ year, I have 1250+ hours of service in the past year, and my employer has 5+ employees. (Gov. Code, § 12945.2 & Cal. Code Regs., tit. 2, §§ 11087 & 11088). | I have serious pregnancy-related health condition or a new child (via birth, adoption, or foster placement), I have worked for my employer for 1+ year, I have 1250+ hours of service in the past year, and 50+ employees work within 75-mile radius. (29 U.S.C. § 2611(2) & 29 C.F.R. § 825.110). |
| How much leave do I get?                                  | Up to 4 months, based on hours worked per week and duration of disability. PDL will run at the same time as FMLA. (Cal. Code Regs., tit. 2, § 11042). | Up to 12 weeks within one year of the child's birth, adoption, or start of foster care. CFRA leave will run after PDL. CFRA leave will run at the same time as FMLA. (Cal. Code Regs., tit. 2, § 11090).  | Up to 12 weeks within one year of the child's birth, adoption, or start of foster care, OR because of a serious pregnancy-related health condition. FMLA will run at the same time as PDL and/or CFRA leave. (29 U.S.C. § 2612; 29 C.F.R. § 825.701; Gov. Code, § 12945.2).                        |
| Should I notify my employer when I'm going to take leave? | Yes. Give your employer at least 30 days' notice if possible. (Cal. Code Regs., tit. 2, § 11050).   | Yes. Give your employer at least 30 days' notice if possible (Cal. Code Regs., tit. 2, § 11091).  | Yes. Give your employer 30 days' notice if possible. (29 U.S.C. 2612(e)(1)).   |
| Am I required to take leave all at once?                  | No. You may take your leave all at once or intermittently. (Cal. Code Regs., tit. 2, § 11042).  | No. You may take bonding leave in separate 2-week blocks. On two occasions, you may take leave in smaller increments of time. (Cal. Code Regs., tit. 2, § 11090).   | Maybe. You are entitled to intermittent leave if you have a serious pregnancy-related health condition and intermittent leave is medically necessary. Otherwise, you need the approval of your employer to take intermittent leave. (29 U.S.C § 2612(b); 29 C.F.R. § 825.202(c)).                  |

|  |  |  |  |
|--|--|--|--|
| Will I lose my job while on leave?                       | No. You will be reinstated to your same or comparable job, except in limited circumstances unrelated to your leave (such as layoffs). (Cal. Code Regs., tit. 2, § 11043).  | No. You will be reinstated to your same or comparable job, except in limited circumstances unrelated to your leave (such as layoffs). (Cal. Code Regs., tit. 2, § 11089).  | No. You will be reinstated to your same or comparable job, except in limited circumstances unrelated to your leave (such as layoffs). (29 U.S.C. § 2614(a); 29 C.F.R. §§ 825.214 & 825.216). |
| Will I be paid on leave?                                 | Maybe. You will be paid if your employer pays employees on temporary disability, if you use accrued paid time off (such as vacation time), or if you apply to the California Employment Development Department (EDD) for State Disability Insurance (SDI) and qualify. (Cal. Code Regs., tit. 2, § 11044). | Maybe. You will be paid if your employer pays employees on CFRA leave, if you use accrued paid time off (such as vacation time), or you apply to EDD for Paid Family Leave (PFL) and qualify. (Cal. Code Regs., tit. 2, § 11092).  | You will be paid if your employer pays employees on FMLA, if you use accrued paid time off (such as vacation time), or if you apply to EDD for SDI or PFL and qualify.                       |
| Am I required to use sick/vacation time?                 | Your employer may require you to use sick time unless you are receiving SDI from EDD. (Cal. Code Regs., tit. 2, § 11044).  | Your employer may require you to use vacation time unless you are receiving PFL from EDD to bond with a new child. Your employer may not require you to use sick leave; however, you and your employer can mutually agree that you may use sick leave. (Cal. Code Regs., tit. 2, § 11092). | You may elect to use, or your employer may require you to use: vacation time, sick leave, or paid time off. (29 C.F.R. § 825.207).   |
| Will my employer continue to pay for my health coverage? | Yes. Your employer must pay for the continuation of your group health benefits if your employer normally pays for those benefits. (Cal. Code Regs., tit. 2, § 11044).  | Yes. Your employer must pay for the continuation of your group health benefits if your employer normally pays for those benefits. (Cal. Code Regs., tit. 2, § 11092).  | Yes. Your employer must pay for the continuation of your group health benefits if your employer normally pays for those benefits. (29 U.S.C. § 2614(c); 29 C.F.R. § 825.209).                |
| Will I lose seniority or benefits?                       | No. And, you may accrue seniority or benefits if your employer allows accrual  | No. And, you may accrue seniority or benefits if your employer allows accrual during other   | No. And, you may accrue seniority or benefits if your employer allows accrual for other forms of   |

|   |   |  |  |
|---|---|--|--|
|   | for other disability leave. (Cal. Code Regs., tit. 2, § 11044).   | forms of leave. (Cal. Code Regs., tit. 2, § 11092).  | leave. (29 U.S.C. § 2614(a)(2); 29 C.F.R. § 825.209(h)).   |
| Do I need to provide a medical certification?             | Maybe. Your employer may require medical certification. (Cal. Code Regs., tit. 2, § 11050).                           | N/A  | Maybe. Your employer may require medical certification of a pregnancy-related serious health condition. (29 U.S.C. § 2614(a)(4); 29 C.F.R. § 825.306). |
| Is my partner/the child's other parent entitled to leave? | No. PDL only applies to the parent who has a disability related to the pregnancy. (Cal. Code Regs., tit. 2, § 11035). | Yes. Both parents (including fathers, adoptive/foster parents, or same sex parents) are entitled to CFRA leave, even if both parents work for the same employer. (Cal. Code Regs., tit. 2, § 11087). | Yes. (29 U.S.C. § 2611; 29 C.F.R. § 825.110).  |

**Appendix M**  
Remote Worker Agreement

**COVID-19 Pandemic Response**  
***Faculty Work-From-Home Forms***

**Merced Community College District**  
**(MCCD)**

## TABLE OF CONTENTS

|  | <b>Page</b> |
|--|-------------|
| Work-From-Home Agreement.....              | 1           |
| Work-From-Home Agreement Review Form ..... | 4           |
| Work-From-Home Dean’s Checklist .....      | 5           |
| Work-From-Home Safety Checklist.....       | 6           |

# Merced Community College District Work-From-Home Agreement

Employee: \_\_\_\_\_

Residence Address: \_\_\_\_\_

Residence Phone: (    ) \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_  
(If applicable)

**Employee Assigned Location:**

Merced Campus \_\_\_\_\_ Los Banos Campus \_\_\_\_\_ Business Resource Center \_\_\_\_\_

Other: \_\_\_\_\_

**Date of first scheduled Work-From-Home day:** \_\_\_\_\_

The dean and the employee have read and understand the Merced Community College District (MCCD) Work-From-Home Temporary Agreement and Procedures in response to the COVID-19 pandemic. All parties understand that this Work-From-Home Agreement may be terminated by the District at any time. The dean and the employee have read, understand, completed, and signed the "Dean's Checklist," prior to participation in the work-from-home program and further agree to the following:

**Work-From-Home Period and Schedule:**

This Work-From-Home Agreement is effective for the period of time that the MCCD Superintendent/President determines that working-from-home is necessary due to the COVID-19 emergency. The Agreement is entered into as a temporary measure to address the current health situation and will only be used for that purpose. This Agreement cannot be the basis for a request for future work-from-home that is not related to the current health situation. Note that having successfully engaged in temporary work-from-home pursuant to this Agreement does not require management to agree to any future arrangements to work-from-home. This Work-From-Home Agreement may be terminated at any time by the District without any appeal rights.

While this Work-From-Home Agreement is in effect, the employee may be required to physically report to their regular work location as directed by the District (i.e. dean). While this Work-From-Home Agreement is in effect, the employee's residence is considered an alternative work location. The employee must perform their regular duties at the alternative work location pursuant to the employee's notice of assignment and faculty load sheet for the Spring 2020 term, and be accessible to District employees and student via the manner and technology they designate, which may include a laptop computer, mobile phone, email, messaging application, video conferencing, instant messaging, and/or text messaging, unless otherwise directed by their dean or the District. Requests for sick leave or use of other leaves must be approved in advance by the dean in accordance with established procedures.

In addition, if there is any change in the terms of this Work-From-Home Agreement, including but not limited to, an agreed-upon assignment change approved by the dean; a change in the equipment, services or software provided, or a change in the agreement regarding their use; or if the information regarding residence, residence telephone number for the employee have changed, such change should be documented and appended to the Work-From-Home Agreement as soon as practical.

### **Information Security:**

The employee will provide necessary security for both electronic and paper information and will not discuss confidential information with any unauthorized person. The employee will consult with their dean when security matters are at issue.

### **Work Effectiveness and Safety:**

The employee agrees to:

1. Learn and apply ergonomic safety practices.
2. Establish and maintain a safe home office environment.
3. Ensure District/College needs take precedence over the home office schedule. Proactively stay in touch with dean, coworkers and students, as applicable.
4. Ensure the work takes precedence over family and home matters during home office hours.
5. Perform own work and not delegate work to others not employed by the District/College.
6. Minimize interruptions at home and make arrangements for dependent care, if applicable.
7. Keep the home office area where District work is performed clean and free of obstructions.
8. Inform the District immediately and complete all necessary and/or required documents should employee incur a work related injury while working from home.
9. The District reserves the right to inspect employee's home workplace area during working hours.
10. Failure to maintain a proper home work environment, as determined by the District, may lead to termination of the Work-From-Home Agreement.

### **Reimbursement:**

MCCD will pay for the following expenses:

Maintenance and repairs to MCCD owned equipment. Employee must obtain dean approval before spending personal funds to maintain or repair District owned equipment. Claims will be submitted on a Payment Request Form along with receipt, bill, or other verification of the expense.

MCCD will **not** pay for the following expenses:

- Maintenance or repairs of privately-owned equipment.
- Any expenses associated with establishing and maintaining a work-from-home workspace and related telecommunication services.
- Utility costs, including network, energy or data charges, associated with the use of the computer or occupation of the home.
- Equipment supplies (these should be requisitioned through the District.)
- Travel expenses.
- Installation of phone line, FAX line or additional data line.

In addition, MCCD will not transport equipment or install or set up a PC in an employee's home.



**Other Terms and Conditions:**

The employee must make reasonable attempts to create and maintain a safe and healthy work environment. The District shall not be liable for damages to the employee's personal or real property during the course of performance of official duties or while using District equipment in the employee's residence or other property, except where required by law.

The District shall not be responsible for operating expenses, home or property maintenance, or any other incidental costs (e.g. utilities) associated with the employee's participation in the agreement. The employee shall continue to be entitled to reimbursement for authorized travel and expenses while conducting business as assigned by the District per the District's reimbursement policies.

Injuries occurring while the employee is in a paid working status and performing assigned work shall be subject to worker's compensation laws and regulations the same as work performed at a District owned and operated facility. All injuries incurred by Employee during hours that Employee is working, and all illnesses that are job-related must be reported promptly (within 24 hours) to Company Nurse at 1-877-854-6877. In the case of life-threatening illnesses or injuries, call 911. The District is not liable for any injuries occurring in employee's home workspace outside the agreed-upon work hours and days.

The employee shall comply with all District policies and standards for safeguarding and protecting any confidential business information, student records, personally-identifiable information, and all other sensitive information they possess. The employee shall ensure confidential, student, personally-identifiable, and all other sensitive information discussed via any form of communication is conducted in a manner consistent with District policies and procedures and protects the information from unauthorized disclosure to the maximum extent possible. Any District materials or documents taken home by the employee must be kept in the designated work area at home and not be made accessible to others. The dean and employee will discuss the safeguards and protections in place and to be used by the employee.

The employee will abide by all District policies and procedures, including all provisions of any applicable collective bargaining agreements.

(Employee) \_\_\_\_\_ (Date) \_\_\_\_\_

(Dean) \_\_\_\_\_ (Date) \_\_\_\_\_

(Vice President or Associate Vice President) \_\_\_\_\_ (Date) \_\_\_\_\_

## Merced Community College District Work-From-Home Agreement Review Form

I have reviewed the Work-From-Home Agreement, including any appended documents, the Dean's Checklist, the Safety Checklist, and I understand and reaffirm my agreement with all the terms and conditions contained in those documents; and that, to the best of my knowledge, the information contained therein is true and correct.

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

-----

APPROVED BY:

Dean's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Vice President or Associate Vice President Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Merced Community College District Work-From-Home Dean's Checklist

Name of Employee: \_\_\_\_\_

Name of Dean: \_\_\_\_\_

The following tasks must be completed prior to the start of the Work-From-Home arrangement:

| <b>Tasks</b>   | <b>Date Completed</b> |
|--|-----------------------|
| 1. Employee and dean have read and agree to abide by the provisions of the MCCD Work-From-Home Agreement.  | _____                 |
| 2. Performance expectations have been discussed and are clearly understood. When possible, assignments and due dates are to be documented by the dean and employee during the term that a Work-From-Home agreement is in effect. | _____                 |
| 3. Equipment issued by MCCD is documented.   | _____                 |
| 4. Requirements for care of equipment assigned to the employee have been discussed and are clearly understood.   | _____                 |
| 5. Requirements for adequate and safe office space at home have been reviewed with the employee, and the employee certifies that those requirements have been met. (Complete attached Safety Checklist)                          | _____                 |
| 6. The employee is familiar with the District's requirements and techniques for computer information security and confidentiality of data and information, and has reviewed BP/AP3720 – Acceptable Use Policy.                   | _____                 |
| 7. Phone contact procedures have been clearly defined and communicated with dean.  | _____                 |
| 8. The employee has read and signed the Employee's Agreement prior to actual participation.  | _____                 |

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Dean's Signature: \_\_\_\_\_ Date \_\_\_\_\_

## Merced Community College District Work-From-Home Safety Checklist

The following checklist must be completed prior to the beginning of work-from-home.

- Smoke Alarm/Detector (UL Approved)
- Computer Policy reviewed
- Information Security Training Completed
- Uncluttered work environment

***I certify that my home office meets all of the above requirements.***

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

-----

Dean:  Approved  Denied (Provide reason below):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dean Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Side Letter A**

Available Electronically

**Side Letter B**

Available Electronically

**Side Letter C**

Available Electronically

**Side Letter D**

Available Electronically

**Side Letter E**

Available Electronically