



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

AGREEMENT
July 1, 2018 – June 30, 2021

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ARTICLE I
Agreement

1. **Agreement.** This bilateral and binding agreement is entered into July 1, 2018, 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, 2018 to June 30, 2021. 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 the next successor agreement negotiations cycle, the parties agree to discuss adjunct faculty office hours.



District Representative

Date: 12/4/18



District Representative

Date: 12-4-2018



District Representative

Date: 12/4/2018



Faculty Assn. Representative

Date: 12-5-2018



Faculty Assn. Representative

Date: 12-6-2018



Faculty Assn. Representative

Date: 12/6/2018

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."
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 certified or 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
 - 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
 - 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. Any unit member who is a member of the MCFA/CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments to the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary warrant of each full-time unit member each month for ten (10) months, and one-tenth (1/10) of such dues from the regular

salary warrant of each adjunct faculty member for each of five (5) months during each contracted semester. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated.

2. The Association and the District agree that any unit member who is a member of the Association at the time this Agreement becomes effective or who enrolls during the term of the Agreement shall maintain such membership for the duration of this Agreement. This provision shall not deprive any member of the right to terminate their membership within the 30-day period following expiration of the Agreement. If a member who is covered by the maintenance of membership requirement withdraws authorization for dues deduction and/or refuses to provide the Association with a lump sum cash payment of dues for the year, the District shall deduct membership dues as provided in Education Code Section 87833.
3. Any unit member newly employed July 1, 1986 or after, who is not a member of the MCFA/CTA/NEA or who does not make application for membership within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees, and general assessments as a condition of employment. Payments to the Association shall be made in one (1) lump-sum cash payment in the same manner as required for the payment of membership dues, unless, however, the unit member authorizes payroll deduction for such fees in the same manner as provided in paragraph 1 of this Article. In the event that a unit member does not pay such fee directly to the Association or does not authorize payment through payroll deduction as provided in paragraph 1, the Association shall so inform the District, and the District shall begin (as soon as possible) automatic payroll deduction as provided in Education Code 87833 and in the same manner as set forth in paragraph 1 of this Article. There shall be no charge to the Association for such mandatory agency fee deduction. Adjunct credit and noncredit professors teaching less than 6 units are exempted from the agency fee provisions herein.
4. Any unit members hired on or after July 1, 1986, whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support MCFA/CTA/NEA, except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the non-religious, non-labor organizational, charitable funds listed below:
 - a. The Merced College Foundation
 - b. The American Cancer Society
 - c. The Heart Association
 - d. The United Way or one of its member organizations
5. Proof of payment to one of the designated charitable funds and a written statement of objection, pursuant to paragraph 4 above, shall be made on an annual basis to the Association as a condition of continued exemption from the provisions of paragraphs 2 and 3 of this Article. The statement of objection shall not be subject to rejection by the Association. Payments shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of service fee has been made. All information as listed above shall be presented on

or before thirty (30) days from the date of commencement of assigned duties within the bargaining unit.

6. With respect to all sums deducted by the District pursuant to paragraphs 2 and 3 above, whether for membership dues or service fee, the District agrees to promptly remit such monies to the Association or its affiliate. Upon request and within ten (10) working days, the District agrees to provide the Association with a list of those members for whom dues have been deducted. The Association agrees to refund to the District any amounts paid to the Association in error.
7. The Association and the District agree to furnish to each other upon request and within ten (10) working days any information needed by either party to fulfill the provisions of this Article.
8. The Association agrees to defend, indemnify, and hold harmless the District for all legal fees and costs incurred by the District because of a challenge to the legality or constitutionality of the provisions or implementation of this Article.
 - a. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in this paragraph shall or shall not be compromised, resisted, defended, tried, or appealed. However, this shall in no way limit the Association's responsibility for any fees or costs incurred or agreed to by such action.
9. Upon written authorization from the unit member, the District shall deduct from the monthly salary warrant and make appropriate remittance for credit union or other plans or programs jointly approved by the Association and the District.
10. 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.
11. The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing fifteen (15) work days or more after such submission.

ARTICLE V

Leaves

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.
 - 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 shall provide each faculty member with an annual statement of (1) the accrued sick leave total and (2) their sick leave entitlement for the academic year.

- c. Full-time faculty members working during any summer session may utilize any sick leave accumulated during the regular academic year.

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.

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.

Catastrophic Leave.Definition: (Pursuant to Ed Code 87045)

“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 associated with a debilitating illness or injury that results in intermittent absences from work may be considered catastrophic (i.e., cancer, AIDS, residual effects of a stroke, etc.). Short term conditions such as colds, flu, measles, and/or common illnesses or injuries, are not deemed catastrophic.”

- a. Donation is the irrevocable transfer of an authorized amount of sick leave from one eligible employee to another eligible employee and/or pool.
- b. Employee is defined as any employee who earns sick leave.
- 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. Specific Call is the response to a member’s request for aid due to a catastrophic illness or injury.
- e. Pool is comprised of overage hours from specific calls plus general donations of hours of sick leave up to the maximum described below.

Agreement:

The parties agree to allow eligible employees the opportunity to donate earned sick leave to the benefit of a District unit member suffering from a catastrophic illness or non-work-related injury as allowed by California Statute.

Requirements:

Authority: California Education Code 87045 permits the transfer of eligible leave credits (sick leave) within specified parameters when a community college district establishes a catastrophic sick leave donation program.

Guidelines: The following provisions apply to the District’s Catastrophic Leave Program:

- a. Participation:
 - i. All employee participation in the Catastrophic Leave Program is on a strictly voluntary basis.
 - ii. No employee shall be coerced, threatened, intimidated, or financially induced into donating paid leave time to this program.
 - iii. The donor may remain anonymous unless the donor decides otherwise. Persons involved in the administration of this program are responsible for guarding the privacy of the participants.
 - iv. No initial donation is required to request the use of Catastrophic leave program.
- b. Establishing the Pool:
 - i. The initial pool is to be established by a general call for donations upon contract ratification. When a specific need arises, the committee will initiate a call for donations. When the hours for that specific person have been exhausted, the

general pool will be accessed. If the hours donated for a specific person exceed the need, those hours will be placed in the general pool.

- ii. Specific call donations will be directed to a specific employee. Excess hours will be pooled for future use.
 - iii. Pool donations will go directly into the pool to be distributed based on appropriate application and committee review and approval.
 - iv. The pool shall be capped at 270 days. The cap can be raised if deemed necessary by mutual agreement of the committee.
- c. Donor Employee Eligibility and Responsibilities:
- i. Must not be a probationary employee.
 - ii. Must donate leave in eight (8) hour increments (equals 1 day) and must maintain a balance of no less than 30 days of sick leave after their donation.
 - iii. Must complete the Catastrophic Leave Donation form and submit it to Human Resources Office.
- d. Termination of Leave Pool:
- i. In the event of termination of the Catastrophic leave pool, all remaining donated hours will be dealt with per negotiated settlement in accordance with any applicable law.

Processes:

- a. Catastrophic Leave Time:
- i. The donor-unit member submits a Catastrophic Leave Donation form to Human Resources for processing.
 - ii. Catastrophic leave shall be granted only after committee verification of eligibility, need and availability of donated leave. Verification shall consist of a physician's statement stating the nature of the catastrophic illness or injury and the anticipated duration of leave. If the leave is to be taken for a family member, the physician's statement must set forth the need for the employee to care for the family member.
 - iii. The recipient-unit member must be on formal sick leave status.
 - iv. Catastrophic leave will not be granted beyond one calendar year (academic) from the start of the most recently approved catastrophic leave.
 - v. A unit member who is receiving catastrophic sick leave donated by other employees shall be allowed to earn sick leave while in that status. All earned leave shall first be used prior to the use of the donated leave time.
 - vi. Recipients can receive up to a maximum of 90 contract days.
 - vii. The decision of the committee is not subject to any grievance, administrative review or arbitration procedure as applicable to either donor or recipient employee.
- b. Transfer of Eligible Leave:
- i. General donations are put into the pool. Days donated in response to specific calls are placed in a separate account (are prioritized for that specific call) until such time as the committee transfers an overage to the general pool.
 - ii. Calls for donations for a specific need will be on an as-needed basis as determined by the committee.

- iii. Calls for donations to the pool will be held from July through August. Additional times on an as-needed basis determined by the committee based on the status of the pool.
- iv. Once processed and transferred by Payroll, donations are irrevocable.
- v. Donations are not tax deductible for the donating employee. Donated leave time is subject to the recipient's normal payroll deductions and are subject to all taxes as required by law.
- vi. There is no attempt to evaluate a day donated or received on the basis of pay rate of either the donor or recipient. In effect, transfers occur on a day basis regardless of differing pay scales.
- vii. Donations are processed when they are received. The donor is notified when the transfer occurs, and at that time, the sick leave quota balance is changed to reflect the transfer.
- viii. Catastrophic leave donations cannot be used retroactively for a previous unpaid absence. 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 workers' compensation benefits.
- c. Disability: The Catastrophic Leave Donation Program does not cover time off due to a recognized disability being covered by 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.
- 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 in that the District contributes for both employees. Catastrophic leave time may not be used to extend a date of retirement.
- g. Administration: This program is administered by the Catastrophic Leave Committee assisted by Payroll and Human Resources.
- h. Committee Structure:
 - i. The Association and District will be represented.
 - ii. Committee will be made up of the Association President (or designee), Association member (or designee), and the Associate Vice President of Human Resources (or designee).
 - iii. Quorum of the committee is defined as 2 voting members, one of which is the Associate Vice President of Human Resources (or designee).

- iv. A Payroll representative will serve as a resource to the committee as needed.
 - v. Meeting Frequency
 - 1. Standing bi-annual meetings to discuss the size of pool, possible upcoming needs, review documents as necessary, and other committee business will be held in September and May unless mutually agreed upon otherwise.
 - 2. Convene as needed for considering specific call requests.
 - i. Committee Responsibilities:
 - i. Review requests for aid.
 - ii. Verify validity of request.
 - iii. Verify that all other paid and unpaid leave options have been exhausted.
 - iv. Approve or deny requests.
 - v. Initiate specific call for donations.
 - vi. Communicate committee decisions in writing to participants and the District.
 - vii. Review records of the pool.
 - viii. Determine the need for additional solicitations to maintain the pool.
 - j. Committee Authority:
 - i. Limited to administration of pool and above responsibilities.
 - ii. All decisions shall be non-discriminatory, made by majority vote and are final.
 - iii. Failure to achieve majority vote constitutes a denial of request.
 - k. Program Responsibilities:
 - i. Human Resources:
 - 1. Verify employee eligibility for leave of absence status.
 - 2. Verify overall eligibility for participation in the program.
 - 3. Notify the employee and Payroll of the leave status.
 - ii. Payroll:
 - 1. Maintain catastrophic leave balances on behalf of the committee.
 - 2. Verify donor eligible leave credits.
 - 3. Process donation transfers between employees.
 - 4. Notify employee of donation transfer and number of hours transferred.
4. Industrial Accident and Illness Leave. All employed faculty members of the bargaining unit shall be entitled to industrial accident and illness leave under the following rules and regulations:
- a. Allowable leave for each industrial accident and illness shall be during the days in which the District is in session or when the employee otherwise would have been performing work for the District, and shall not exceed ninety (90) days.
 - b. The accident or illness must have arisen out of and in the course of employment of the employee, and must be accepted as such by the State Compensation Insurance Fund.
 - c. Allowable leave shall commence on the first day of absence and shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award. Such leave shall not be accumulated from year to year. When such leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due them for the same illness or injury.

- d. When a person is absent from their duties on account of industrial accident or illness, they shall be paid such portion of the salary due them for any month in which absence occurs, as when added to their temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to them of not more than their full salary.
- e. During any such paid leave of absence, the employee shall endorse to the District the temporary disability and indemnity checks received on account of their industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized deductions.
- f. Any employee receiving benefits as a result of these rules and regulations shall, during the period of injury or illness, remain within the State of California unless the Board authorizes travel outside of the state.
- g. Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits provided for sick leave and their absence for such purpose shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the employee continues to receive temporary disability indemnity, they may elect to take as much of their accumulated sick leave which, when added to their temporary disability indemnity, will result in payment to them of not more than their full salary.

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. 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.
- c. 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.
- d. 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) consecutive 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.

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.

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 Attire. If academic attire is required at Merced College activities, it will be furnished by the District at no cost to the faculty member.
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. Teaching assignments other than the locations within the Merced City Limits/Castle Air Force Base or Los Banos Campus shall not be considered part of the workload. Any classes taught by faculty members in areas outside those listed above will be done voluntarily and will be compensated on an overload basis.
 - c. 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.

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 requests or agrees, 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, 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) (Use forms in Appendix K).
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.
 - 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.

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 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 mutually agreed upon. 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 15th. 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 work year for full-time faculty shall consist of 175 duty days or 30 units. 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 student contact 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 assigned 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 a 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 District governance. They are expected to participate in District committees, student activities, and business or community relations pertinent to their area of assignment. 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. Full-time faculty are required as part of their professional responsibility to attend all contractual staff meetings and to fulfill all flex obligations. A flex-time duty day for full-time faculty shall consist of at least six hours at the approved activity. They are also required to attend commencement exercises unless excused in writing by their respective vice president. 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. They are also required to contribute to the review, maintenance, and development of curriculum. Additionally, 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. 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. 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

4. 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.).

5. 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.

6. 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 work days 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 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
 - b. The weeks of Regular Summer Session will be excluded as an option for Flexible Scheduling for full-time faculty.

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

SEMESTER LOAD UNITS	HOURS/WEEK PER SEMESTER	ACTIVITY
1	1	Lecture Classes*
2	3	Laboratory Classes*
1	2	Assigned Counseling
1	2	Assigned Librarian
1	2	Non-Credit Instruction
1	N/A	Supervision of 15 Work Experience Students
1	2	Reassigned Time
4	5	Clinical Instruction within a Health Care Facility (such as RN, LVN, CNA)*

**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.*

8. 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.
9. 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.

10. Class Size. Class sizes shall not exceed 10% above the maximum established class sizes in effect for the District per the table below. 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 and Communication Studies	33
Lab-Computers	TBD*
Laboratory-Trades	35
Science Lecture	50
Science Laboratory	24
Large Lecture	50
Performance/Skills-Based	24
Math-Reasoning	45

* 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. 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 Associate 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.
2. 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 17th, 20th, 23rd, 26th, etc., until they officially retire.
 - b. Adjunct faculty vertical advancement occurs after completing instruction of 30 units or six (6) semesters, whichever comes first.
3. 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 Associate 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 Associate 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 Associate 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 Associate 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 Associate 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.
 - b. 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.
 - i. To qualify for salary advancement, work experience must relate to the faculty member's need to update their competency in their professional assignment.

- ii. The work experience must be performed under the supervision of professionals qualified to provide the appropriate work experience supervision.
 - iii. 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:
 - 1. 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.
 - 2. 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.
 - iv. 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.
 - v. A report demonstrating the successful outcomes as described in the application must be submitted to the appropriate vice president and forwarded to the Associate Vice President of Human Resources upon approval. The report must be signed by the faculty member's approved trainer and the applicant.
 - vi. 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.
4. 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.

5. Hourly Salaries. The District and the Association agree to adopt the adjunct/overload salary schedule attached as Appendix B.
6. Coaching Compensation. The District recognizes the following head coaching positions: Baseball (M), Basketball (M/W), Football (M), 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.

SPORT	ASSOCIATE COACH MAXIMUM Total # of Coaches and Compensation Amount	ASSISTANT COACH MAXIMUM Total # of Coaches and Stipend Amount Per Coach
Baseball	1 associate @ \$4,000 stipend or 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 4 units of overload	4 @ \$3,000
Softball	N/A	1 @ \$3,000
Swimming (M/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

7. 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:

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

8. 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.
9. 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

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

1. Responsibilities: The Faculty Cohort Lead will:
 - a. The Faculty Lead will serve as a member of the evaluation team for at most three tenure-track faculty members per semester. If more than three of this type of evaluation opportunity arises, the Faculty Lead may indicate a discipline designee to take their place on the evaluation team. The Faculty Lead 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:
 - i. The Dean submits a list to the Faculty Lead indicating adjunct faculty to be evaluated.
 - ii. The Lead coordinates faculty from the appropriate discipline or closely related field for these evaluations according to an agreed upon process between the Lead and the Dean.
 - iii. The Lead 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 or designee 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 members, including cohort 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 is unavailable, a designee may be appointed. Whenever possible the Faculty Lead 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. However, the Faculty Lead will coordinate/consult with the Dean to determine dates/times of cohort meetings as well as agenda items for discussion.

1a. Responsibilities: The Los Banos Area Lead will:

- a. Act as a liaison 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 cohort faculty.
- c. Assist with applicable duties during the summer as needed. In the event the Los Banos Area Lead is unavailable a designee may be appointed. Whenever possible the Los Banos Area Lead 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 indicating adjunct faculty to be evaluated.
 - ii. The Lead coordinates with faculty from the appropriate discipline or closely related field for these evaluations according to an agreed upon process between the Lead and the Los Banos Dean.

- iii. The Lead 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.

Each cohort, including the Los Banos Area, shall select by secret ballot a Faculty Lead 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 must receive a simple majority of the votes cast. All candidates must have been granted tenure prior to serving as a Lead. Full-time faculty members and adjunct faculty who hold priority of assignment (Article XXIII) may vote in the election of a Faculty Lead. A faculty member may cast a total of one (1) vote in their primarily assigned cohort election. If

a faculty member is assigned to more than one cohort, their primarily assigned cohort for the purpose of voting for Leads is that within which they teach a greater percentage of their assigned load. If the assignment is equal in both cohorts, the faculty member may select in which cohort they wish to cast a ballot. Faculty assigned to the Los Banos Campus may also cast a total of one (1) vote in the Los Banos Area election.

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 position.

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. Guidance for Cohort Meetings: To provide guidance regarding attendance at cohort meetings, the District and the Association have mutually agreed to the following guidelines.
 - a. Faculty/Area 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. These meetings are in addition to discipline meetings and/or a discipline task force. Fridays from 3-5 p.m. have been designated as the "college hour" for meetings; however, cohorts may meet at another time that is convenient for the members.
 - b. Cohort meetings are not considered staff meetings for the purpose of Article X "Workload"; however, faculty attendance is an expectation. This means that attendance at these meetings is required unless more pressing approved District business makes that impossible. Examples of approved business include, but are not limited to, master planning committees, budget meetings, teaching and labs, and conference attendance. 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.

Cohorts have the option of scheduling more than the three (3) required meetings per semester at the discretion of the Lead and the cohort; 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. For record-keeping purposes related to accreditation and for historical continuity, area secretaries are available, to the extent possible, for documenting cohort agendas and approved meeting notes.
 - d. Faculty members may attend cohort meetings remotely. Faculty attending remotely will coordinate with the Faculty Lead and Dean at least (5) five 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 cohort meetings remotely will be fully engaged in the meeting.
5. 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.

ARTICLE XV

Safety and Health

Compliance with federal regulations and the California State Occupational Safety and Health Act is the responsibility of the District. The District will maintain a safe and healthful place of employment.

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. Definition of Terms:
 - a. Distance Education (DE) means instruction in which the instructor and student are separated by distance and interact through the assistance of communication technology. (Title 5, Section 55200). A course is considered distance education if any part of the course is conducted through the assistance of communication technology.
 - b. Online Class is taught 100% through the assistance of communication technology.
 - c. Hybrid Class has at least one meeting where the student and instructor meet face to face and the remainder of the class is taught through the assistance of communication technology.
 - d. Experimental DE course is the initial (first time) approval of a course by the curriculum committee to be taught as distance education.
 - e. Initial Instruction represents the first time a professor has taught a distance education course. The professor has no training in or experience teaching distance education at Merced College or any other institution.
 - f. Permanent DE Course is a course that has been taught for three (3) semesters as an experimental course and has been approved by the curriculum committee as a regular ongoing DE course.
 - g. Appropriate technology is the technology the district uses for Distance Education.
 - h. Appropriate training represents appropriate technology training earned from an approved institution or organization.

2. Compensation for Approved Technology Training:

A professor who has never taught using the appropriate technology or had appropriate training in teaching distance education is awarded a stipend of \$850 for the initial instruction of a course that is either an experimental or permanent course. The stipend will be paid at the end of the semester the professor taught the class.

3. Voluntary:

For the duration of this contract, all instruction on the Internet will be voluntary.

4. Right of First Refusal:

Subject to the District's rights of assignment, faculty who have developed a Distance Education course in the experimental phase and have subsequently taken the course through the curricular process to be offered as a permanent online course offering shall have the first right of refusal for teaching the course for the first two semesters following the change in permanent status.

5. Limits on Online Units:

Faculty may teach no more than nine (9) units online per semester, except for compelling reasons approved by the Vice President of Instruction.

6. Online Class Size:

Class maximums are the same as for face-to-face classes, but not to exceed a maximum of forty-nine (49).

7. Office Hours:

Office hour obligation is the same as Article 10, number 8. Office hours must be performed on campus.

8. Faculty Evaluation for Distance Education Courses:

If an instructor elects to have a distance education course be part of their faculty evaluation, the peer evaluator must contact the Online Systems Manager to be added as an auditor to the course for the duration that the course is being evaluated. The process and form used for the evaluation are in accordance with Article IX of this contract.

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 Vice President of Instruction.
- iii. A letter of reprimand from the supervisor. Copies are sent to both the Vice President of Instruction 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 for inspection during regular office hours each day the Office of Human Resources is open for business. Unit members may review and obtain a copy of personnel file materials within three working days of their written request. A named representative may, with non-continuing written authorization from the unit member, view the file in the absence of the employee.

- c. In addition to the named person, only persons who have a legal authorization to review file contents may access the 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. The log shall be maintained in the employee's personnel file.
- e. All material placed in the personnel file shall indicate the date it was prepared and placed in the file and who was responsible for its preparation. 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.

- 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. The District shall attempt to ensure, whenever practicable, that the FTEF assignment for any adjunct faculty member does not exceed 67% (sixty-seven percent) during any one academic semester.
- 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. Day-to-day substitution does not qualify toward priority of 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 contract or retired contract 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 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 violated a specific section of Education Code 87732.
 - 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.

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

Faculty Salary Schedule 2018-2019 – Effective upon Ratification (pg. 1)

Merced Community College District
 Faculty Salary Schedule 2018-2019
 Effective upon Ratification
 4% Increase

	B.A. or Partial CCI Cred. Based on Occp. Exp. w/o B.A.	M.A. or Partial CCI Cred. Based on Occp. Exp. incl. B.A. or Full CCI Cred. based on Occp. Exp.	B. A. +45 units incl. M.A. or M.A. +15 or Full CCI Cred based on Occp. Exp. incl. B.A.	B.A. +60 units incl. M.A. or M.A. + 30 or Full CCI Cred. based on Occp. Exp. incl. B.A. +15	B.A. +75 units incl. M.A. or M.A. + 45 or Class IV plus 15 w/ M.A. included
STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
1	50010	55018	57518	60015	62507
2	52504	57518	60015	62507	65015
3	55018	60015	62507	65015	67511
4	57518	62507	65015	67511	70020
5	60015	65015	67511	70020	72530
6	62507	67511	70020	72530	75137
7	65015	70020	72530	75137	77747
8	67511	72530	75137	77747	80381
9	70020	75137	77747	80381	83008
10	72530	77747	80381	83008	85637
11	73256	80381	83008	85637	88284
12		81184	85637	88284	90926
13	73988		86494	90926	93594
14	74728	81996		91836	96266
15		82816	87359		
16			88233	92754	97229
17				93683	98947
20					101814
23					104763
26					107800
29					110930
32					114164

A faculty member having an earned doctorate shall be advanced two (2) additional steps on the salary schedule. Faculty members having an earned doctorate who have advanced to Step 13 or beyond in Class V will receive a stipend of \$5,340 which is equal to the difference between Step 12 & 14 in Class V.

Appendix A

Faculty Salary Schedule 2018-2019 – Effective upon Ratification (pg. 2)

A longevity increase of 1% will be added to Step 11 in Class I, Step 12 in Class II, Step 13 in Class III, and Step 14 in Class IV effective January 1, 2012.

A longevity increase of 1% mini step added to Step 13 in class I, a step 14 in class II, a step 15 in class III, a step 16 in both classes IV and V effective January 1, 2017

A one-time longevity increase of 1% mini step will be added to Step 14 in class 1, Step 15 in Class II, Step 16 in Class III, and Step 17 in Class IV. Class V will be compressed effective July 1, 2017.

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 17th, 20th, 23rd, 26th, etc., until they officially retire effective July 1, 2017

35					117589
38					121116
41					124750

Appendix A

Faculty Salary Schedule 2018-2019 – Effective Fall 2019 (pg. 1)

Merced Community College District

Faculty Salary Schedule 2018-2019

Effective Fall 2019

4% Increase plus CTE placement language

STEP			B. A. +45 units	B.A. +60 units	B.A. +75 units
			M.A. +15 units	M.A. + 30 units	M.A. + 45 or
	B.A. or Exp. (NonCTE)	Min Quals	CTE: AA + 6yrs	CTE: BA + 2yrs	CTE: MA +2 yrs or 15 units; BA + 60
	Occupational Experience w/o B.A. (non-CTE)	Equiv. occupational experience including a B.A. or CCI Credential	CCI Credential plus a B.A.	CCI Credential plus B.A. plus 15 units	Class IV plus 15 units with M.A. included
	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
1	50010	55018	57518	60015	62507
2	52504	57518	60015	62507	65015
3	55018	60015	62507	65015	67511
4	57518	62507	65015	67511	70020
5	60015	65015	67511	70020	72530
6	62507	67511	70020	72530	75137
7	65015	70020	72530	75137	77747
8	67511	72530	75137	77747	80381
9	70020	75137	77747	80381	83008
10	72530	77747	80381	83008	85637
11	73256	80381	83008	85637	88284
12		81184	85637	88284	90926
13	73988		86494	90926	93594
14	74728	81996		91836	96266
15		82816	87359		
16			88233	92754	97229
17				93683	98947
20					101814
23					104763
26					107800
29					110930
32					114164

A faculty member having an earned doctorate shall be advanced two (2) additional steps on the salary schedule. Faculty members having an earned doctorate who have advanced to Step 13 or beyond in Class V will receive a stipend of \$5,340 which is equal to the difference between Step 12 & 14 in Class V.

A longevity increase of 1% will be added to Step 11 in Class I, Step 12 in Class II, Step 13 in Class III, and Step 14 in Class IV effective January 1, 2012.

Appendix A

Faculty Salary Schedule 2018-2019 – Effective Fall 2019 (pg. 2)

A longevity increase of 1% mini step added to Step 13 in class I, a step 14 in class II, a step 15 in class III, a step 16 in both classes IV and V effective January 1, 2017

A one-time longevity increase of 1% mini step will be added to Step 14 in class 1, Step 15 in Class II, Step 16 in Class III, and Step 17 in Class IV. Class V will be compressed effective July 1, 2017.

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 17th, 20th, 23rd, 26th, etc., until they officially retire effective July 1, 2017

35					117589
38					121116
41					124750

Appendix B

Part-Time/Overload Salary Schedule 2018-2019 – Effective Spring 2019

Merced Community College District
 Part-Time/Overload Salary Schedule 2018-19
Effective Spring 2019
 8% Increase

	B.A. or Partial CCI Cred. Based on Occp. Exp. w/o B.A.	M.A. or Partial CCI Cred. Based on Occup. Exp. incl. B.A. or Full CCI Cred. based on Occup. Exp.	B. A. +45 units incl. M.A. or M.A. +15 or Full CCI Cred based on Occup. Exp. incl. B.A.	B.A. +60 units incl. M.A. or M.A. + 30 or Full CCI Cred. based on Occup. Exp. incl. B.A. +15	B.A. +75 units incl. M.A. or M.A. + 45 or Class IV plus 15 w/ M.A. included
	LM1	MS2	MS3	MS4	MS5
STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V

LECTURE/DISCUSSION MODE
 LAB/SHOP/CLINIC MODE
 COUNSELING & OTHER MODES
 NON-CREDIT MODE

1	52.94	54.98	57.02	59.07	61.11
2	53.98	56.03	58.07	60.11	62.16
3	55.03	57.07	59.11	61.16	63.20
4	56.07	58.11	60.16	62.20	64.25
5	57.11	59.16	61.20	63.25	65.29
6	58.16	60.20	62.25	64.29	66.34
7	59.20	61.25	63.29	65.34	67.38
8	60.25	62.29	64.34	66.38	68.43

Vertical advancement to occur after completing instruction of 30 units or 6 semesters, whichever comes first.

A faculty member having an earned doctorate shall be advanced two (2) additional steps on the salary schedule.

Appendix B

Part-Time/Overload Salary Schedule – Effective Fall 2019

Merced Community College District
Part-Time/Overload Salary Schedule

Effective Fall 2019

8% Increase plus CTE placement language

			B. A. +45 units	B.A. +60 units	B.A. +75 units
			M.A. +15 units	M.A. + 30 units	M.A. + 45 or
	B.A. or Exp. (Non-CTE)	Min Quals	CTE: AA + 6yrs	CTE: BA + 2yrs	CTE: MA +2 yrs or 15 units; BA + 60
	Occupational Experience w/o B.A. (non-CTE)	Equiv. occupational experience including a B.A. or CCI Credential	CCI Credential plus a B.A.	CCI Credential plus B.A. plus 15 units	Class IV plus 15 units with M.A. included
	LM1	MS2	MS3	MS4	MS5
STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V

LECTURE/DISCUSSION MODE
LAB/SHOP/CLINIC MODE
COUNSELING & OTHER MODES
NON-CREDIT MODE

1	52.94	54.98	57.02	59.07	61.11
2	53.98	56.03	58.07	60.11	62.16
3	55.03	57.07	59.11	61.16	63.20
4	56.07	58.11	60.16	62.20	64.25
5	57.11	59.16	61.20	63.25	65.29
6	58.16	60.20	62.25	64.29	66.34
7	59.20	61.25	63.29	65.34	67.38
8	60.25	62.29	64.34	66.38	68.43

Vertical advancement to occur after completing instruction of 30 units or 6 semesters, whichever comes first.

A faculty member having an earned doctorate shall be advanced two (2) additional steps on the salary schedule.

Appendix C

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Appendix D Calendar

Merced Community College District 2018-2019 ACADEMIC/INSTITUTIONAL CALENDAR

Board Approved on 10-10-2017

FALL 2018 SEMESTER

AUGUST 2018						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

SPRING 2019 SEMESTER

JANUARY 2019						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SUMMER 2019 SESSION

JUNE 2019						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

SEPTEMBER 2018

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

FEBRUARY 2019

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

JULY 2019

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	1		

OCTOBER 2018

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

MARCH 2019

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Legal ~ Holidays ~ Local

Labor Day	3-Sep-18
Veteran's Day Observe	12-Nov-18
Thanksgiving Day	22-Nov-18
Thanksgiving Friday	23-Nov-18
Christmas Eve	24-Dec-18
Christmas Day	25-Dec-18
Winter Break	26-Dec - 31-Dec
New Year's Day	1-Jan-19
Martin Luther King	21-Jan-19
Lincoln	15-Feb-19
President's Day	18-Feb-19
Good Friday	19-Apr-19
Memorial Day	27-May-19
Independence Day	4-Jul-19

NOVEMBER 2018

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

APRIL 2019

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	
20	21	22	23	24	25	26
27	28	29	30			

DECEMBER 2018

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

MAY 2019

S	M	T	W	Th	F	S
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Fall 2018 Semester:	88
Spring 2019 Semester:	87
Total Instructional Days:	175

Legend		
Fall FLEX Days		Aug 09 - Aug 10
Begin/End 18 Wk		Aug 13 - Dec 14
Begin/End 1st 9 wk		Aug 13 - Oct 12
Begin/End 2nd 9 wk		Oct 15 - Dec 14
Fall Census Date		Sept 04
Fall Finals Week		Dec 10 - Dec 14
F-Non Instructional		No Classes
Spring FLEX Days		Jan 10 - Jan 11
Begin/End 18 Wk		Jan 14 - May 24
Begin/End 1st 9 wk		Jan 14 - Mar 15
Begin/End 2nd 9 wk		Mar 18 - May 24
Spring Census Day		Feb 04
Spring Finals Week		May 20 - May 24
S-Non Instructional		No Classes
Summer 6 Week		Jun 10 - Jul 18
Summer 8 Week		Jun 10 - Aug 01
Summer Census 6 we		Jun 17

Appendix E
Deductibles Reimbursement

AGREEMENT BETWEEN THE
MERCED COMMUNITY COLLEGE DISTRICT
and
MERCED COMMUNITY COLLEGE DISTRICT FACULTY ASSOCIATION
July 1, 1990 to June 30, 1992

ADDENDUM TO MEDICAL BENEFIT PROVISIONS

Graduated reimbursement for payment of deductibles under the \$100 deductible plan.

Employees earning \$20,000 or less can claim up to 100% of deductible amounts up to \$300 of covered costs.

Employees earning \$20,001 to \$39,999 can claim up to 50% of deductible amounts up to \$300 of covered costs.

Employees earning \$40,000 or more cannot ask for reimbursement.

(Salary amounts include tax-sheltered annuities, but not extra pay. The individual's reimbursement will be based upon the salary in place on the first day of the reimbursement period.)

First claim date for reimbursement will be January 1992.

Appendix F

Openers

ARTICLE VI - FRINGE BENEFITS AND ARTICLE XI - SALARIES FOR 1996-97 NEGOTIATIONS

In maintaining the interests and commitment on the part of the District and the Association to reach the Mean of the Central 14 in total compensation for Merced College Faculty, the following is agreed to by both parties to settle negotiations for the 1996-97, 97-98 and 98-99 academic years for Article VI - Fringe Benefits and Article XI - Salaries.

Salaries - For the 1996-97 academic year the District will provide an increase to the full-time and part-time salary schedules in the amount of 7.31 percent retroactive to July 1, 1996. (This amount includes the COLA of 3.06 percent plus an additional increase of 4.25 percent beyond the COLA).

For the 1997-98 and 98-99 academic years, the District will increase the full-time and part-time salary schedules by a percentage amount equal to the COLA (Cost of Living Adjustment) provided to the District upon approval of the State Budget.

In each of these two years (1997-98 and 1998-99) the District and the Association will meet in the Spring following the submission of the CCFS 320, which reflects PII enrollment figures, to determine the financial condition of the District and the availability of unallocated growth dollars, a portion of which will be available for an additional percentage increase over COLA for full-time and part-time faculty salary schedules retroactive to July 1. At the same time, using the methodology adopted during the 1996-97 negotiations, the District and the Association will recalculate the mean of the Central 14.

In 1997-98 and 98-99, if the State Budget is adopted by the statutory deadline on June 30, the COLA percentage increase will be effective immediately as of July. In the event that the State Budget is adopted after the June 30 deadline, the COLA percentage increase in the salary schedules will be made immediately upon adoption of the State Budget and will be retroactive to the 1st of July.

Benefits - For the 1996-97 academic year and the 1997-98 and 98-99 academic years, the District will contribute the full premium, less \$120, towards the payment of the health, dental and vision plans as currently provided for in the agreement. Any increases in the plans for the term of this agreement will be the responsibility of the District.

RE: FLEXIBLE CALENDAR AND LOAD BANKING

The District and the Association agree in concept to formulate language that will be agreeable to both parties in the areas of Flexible Calendar and Load Banking by March 1, 1997.

Flexible Calendar

In the area of Flexible Calendar, the District and the Association agree to write guidelines that will allow faculty to work outside the regular workdays, in an optional, nontraditional work-year calendar for the benefit of the students, community and District programs.

In the interim and prior to the inclusion of contract language in the agreement, the administration and individual faculty members can mutually develop and agree to alternative work year schedules which benefit students, the community and District programs. Such work schedules will comply with legal requirements, the bargaining agreement, and district policy.

Load Banking

It is agreed to by the Association and the District that both parties will work together in formulating guidelines, procedures, and timelines, as well as resolving record keeping, that will allow faculty to bank their overload hours to be used toward part of their load in the future.

It is further agreed that a subcommittee of representatives from the Association and the District will meet to develop contract language, procedures and a timeline for implementation for both the Flexible Calendar and Load Banking.

Appendix G

2001-02 Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

Between

Merced Community College District

And the

Merced College Faculty Association

In the 2001 Budget Act Appropriation for Part-Time Faculty Compensation, the State of California, provided Fifty-Seven Million Dollars (\$57,000,000) for community college districts to make part-time faculty compensation more comparable to full-time faculty compensation for similar work as determined through the local collective bargaining process; and

These funds are to be distributed to community college districts as a Part-Time Faculty Compensation Allocation based upon each district's total actual 2000-01 Full Time Equivalence Students served ("FTES"); and

The 2001-02 Part-Time Faculty Compensation Allocation for Merced College is currently estimated to be Four Hundred Fifty-Eight Thousand Seven Hundred and Fifteen Dollars (\$458,715); and

The Part-Time Faculty Compensation Allocation shall not supplant the resources a community college district expends in compensating its part-time faculty and shall not be used to exceed parity between part-time faculty and full-time faculty; and

Merced College has submitted to the Fiscal Services Unit of the Chancellor's office a "Request for Allocation of Part-Time Faculty Compensation Funds 2001-02 Fiscal Year", certifying that Merced College will determine through the collective bargaining process the specific definitions and amounts needed to achieve parity in compensation between part-time and full-time faculty for similar work; and

This Memorandum of Understanding is entered into as a result of the local bargaining process by and between Merced College and the exclusive bargaining representative of Merced College's part-time faculty, Merced College Faculty Association, (MCFA), for the purpose of establishing the

percentage of work that is comparable between part-time and full-time faculty.

Merced College and MCFA agree as follows:

1. In calculating the percentage of work that is comparable as between full-time faculty and part-time instructors, the parties agree parity is 76% of the workload for full-time faculty.
2. For the 2001-2002 year, the District agrees to provide additional compensation, separate from, and in addition to the compensation payable pursuant to the adjunct faculty/overload salary schedule, to bargaining unit members on an hourly basis, exclusive of those bargaining unit members who serve in full-time positions, thus creating an adjunct faculty schedule. The compensation would equal $(\$458,715 * \text{by total adjunct pay}) \times \text{individual adjunct faculty member pay}$.
3. The parties specifically acknowledge and agree that if the funds are not reappropriated in future years, the District will not be obligated to the terms of this agreement. .
4. The additional compensation for part-time faculty is retroactive in effect to August 17, 2001 and shall be paid no later than August 15, 2002. Time . submitted subsequent to June 25, 2002 shall not be included in these calculations.
5. MCFA and Merced College further agree to cooperate in preparing any documentation or in taking any action necessary to receive an Allocation of Part-Time Faculty Compensation Funds for fiscal year 2001-02, whether now and/or in the future.
6. All summer school pay will be paid on the established District part-time/ . salary schedule beginning in the summer of 2003.
7. Relationship to Parity:
 - A. Average full-time faculty pay Step 5, Class IV

B. Average full-time faculty hourly pay $\frac{\text{Step 5, Class IV}}{525}$

C. Comparable pay $\frac{\text{Step 5, Class IV} \times .76}{525}$

D. Average part-time faculty pay = $\frac{\text{Sum of (Step 23 Class II for each mode)}}{\text{\#- PT/overload schedule - 4}}$

E. Gap C-D and $\frac{D}{C}$ = percent of parity reached

F. Contact Hours (PT) Faculty x Gap Cost of Closing the Gap

Date: 17 June 2007

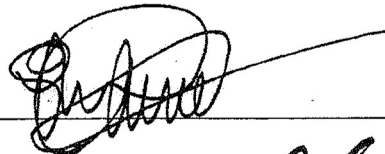
Date: 06-17-02

Date: _____

Date: _____

Date: _____

Date: _____



Terry Johnson

Appendix H

2002-03 Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

Between

Merced Community College District

And the

Merced College Faculty Association

In the SB 18X mid-year reduction for Part-Time Faculty Compensation, the State of California, provided Fifty-Seven Million Dollars (\$57,000,000) for community college districts to make part-time faculty compensation more comparable to full-time faculty compensation for similar work as determined through the local collective bargaining process; and

These funds are to be distributed to community college districts as a Part-Time Faculty Compensation Allocation based upon each district's total Full Time Equivalent Students served ("FTES"); and

The 2002-03 Part-Time Faculty Compensation Allocation for Merced College is currently estimated to be Four Hundred Fifty-Eight Thousand Seven Hundred and Fifteen Dollars (\$458,715); and

The Part-Time Faculty Compensation Allocation shall not supplant the resources a community college district expends in compensating its part-time faculty and shall not be used to exceed parity between part-time faculty and full-time faculty; and

This Memorandum of Understanding is entered into as a result of the local bargaining process by and between Merced College and the exclusive bargaining representative of Merced College's part-time faculty, Merced College Faculty Association, (MCFA), for the purpose of establishing the percentage of work that is comparable between part-time and full-time faculty.

Merced College and MCFA agree as follows:

1. In calculating the percentage of work that is comparable as between full-time faculty and part-time instructors, the parties agree parity is 76% of the workload for full-time faculty.
2. For the 2002-2003 year, the District agrees to provide additional compensation, separate from, and in addition to the compensation payable pursuant to the adjunct faculty/overload salary schedule, to bargaining unit members on an hourly basis, exclusive of those bargaining unit members who serve in full-time positions, thus creating an adjunct faculty schedule. The compensation would equal $(\$458,715 \text{ less benefit cost} + \text{by total adjunct pay}) \times \text{individual adjunct faculty member pay}$.
3. The parties specifically acknowledge and agree that if the funds are not reapportioned in future years, the District will not be obligated to the terms of this agreement.
4. The additional compensation for part-time faculty is retroactive in effect to August 18, 2002 and shall be paid no later than August 15, 2003. Time submitted subsequent to June 25, 2003, shall not be included in these calculations.
5. MCFA and Merced College further agree to cooperate in preparing any documentation or in taking any action necessary to receive an Allocation of Part-Time Faculty Compensation Funds, whether now and/or in the future.
6. All summer school pay will be paid on the established District part-time/ salary schedule beginning in the summer of 2003.
7. Relationship to Parity:
 - A. Average full-time faculty pay Step 5, Class IV

B. Average full-time faculty hourly pay Step 5, Class IV
525

C. Comparable pay step Class IV x -76
525

D. Average part-time faculty pay Sum of (Step 2, Class II for each mode)
- PT/overload schedule - 4

E. Gap C-D and $\frac{D}{C}$ = percent of parity reached

F. Contact Hours (PT) Faculty x Gap Cost of Closing the Gap

Date: <u>May 28, 2003</u>	<u>Mark N. [Signature]</u>
Date: <u>May 28, 2003</u>	<u>[Signature]</u>
Date: _____	_____
Date: _____	_____
Date: _____	_____
Date: _____	_____

MEMORANDUM OF UNDERSTANDING

Between
Merced Community College District
And the
Merced College Faculty Association

In the SB 18X mid-year reduction for Part-Time Faculty Compensation, the State of California, provided Fifty-Seven Million Dollars (\$57,000,000) for community college districts to make part-time faculty compensation more comparable to full-time faculty compensation for similar work as determined through the local collective bargaining process; and

These funds are to be distributed to community college districts as a Part-Time Faculty Compensation Allocation based upon each district's total Full-Time Equivalent Students served ("FTES"); and

The Part-Time Faculty Compensation Allocation shall not supplant the resources a community college district expends in compensating its part-time faculty and shall not be used to exceed parity between part-time faculty and full-time faculty; and

This Memorandum of Understanding is entered into as a result of the local bargaining process by and between Merced College and the exclusive bargaining representative of Merced College's part-time faculty, Merced College Faculty Association (MCFA), for the purpose of establishing the percentage of work that is comparable between part-time and full-time faculty.

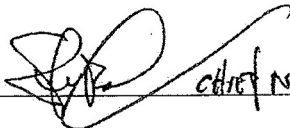
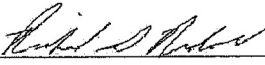

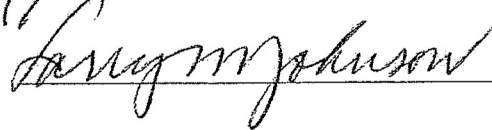
Merced College and MCFA agree as follows:

1. In calculating the percentage of work that is comparable as between full-time faculty and part-time instructors, the parties agree parity is 76% of the workload for full-time faculty.
2. For the 2002-2003 year, the District agrees to provide additional compensation, separate from, and in addition to the compensation payable pursuant to the adjunct

faculty/overload salary schedule, to bargaining unit members on an hourly basis, exclusive of those bargaining unit members who serve in full-time positions, thus creating an adjunct faculty schedule. The compensation would equal (Part-time faculty compensation allocation less benefit cost + by total adjunct pay) x individual adjunct faculty member pay.

3. The parties specifically acknowledge and agree that if the funds are not reapportioned in future years, the District will not be obligated to the terms of this agreement.
4. The additional compensation for part-time faculty shall be paid no later than August 15, subsequent to the academic year the work was performed. Time submitted subsequent to June 25, of the academic year, shall not be included in these calculations.
5. MCFA and Merced College further agree to cooperate in preparing any documentation or in taking any action necessary to receive an Allocation of Part-Time Faculty Compensation Funds, whether now and/or in the future.
6. All summer school pay will be paid on the established District part-time/salary schedule beginning in the summer of 2003.
7. Relationship to Purity:
 - A. Average full-time faculty pay Step 5, Class IV
 - B. Average full-time faculty hourly pay — $\frac{\text{Step 5, Class IV}}{525}$
 - C. Comparable pay $\frac{\text{Step 5n Class IV} \times .76}{525}$
 - D. Average part-time faculty pay $\frac{\text{Sum of (Step 2, Class II for each mode)}}{4}$
-PT/overload schedule-
 - E. Gap C-D and D percent of parity reached

F. Contact Hours (PT) Faculty x Gap = Cost of Closing the Gap

∴ 5/25/07	For MCFA  Chief Negotiator	Date:
∴ 5/25/07	For MCFA 	Date:
∴ 5/30/07		Date:
∴ 5/30/07		Date:

Appendix I

Working Committees Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING


Between

Merced Community College District and

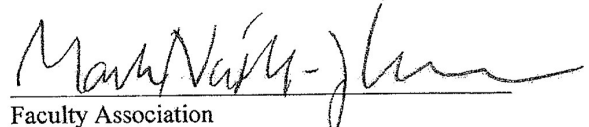
Merced College Faculty Association

The parties agree to establish within the term of the agreement committees composed of representatives from the Faculty Association and the 'District to explore a revision of:

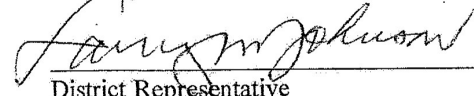
- a) Article 1k. Evaluation and Tenure,
- b) Article XVII: Effects of Layoff, and .
- c) Benefits Committee - By May 27, 2005, the District and MCFA by mutual agreement will establish a committee structure and the charge to that committee will be to review the current health plan and develop any reasonable alternatives for the purposes of containing the rapid increase in health plan premiums. The committee is to complete its work and provide a report and committee recommendations to the District and MCFA negotiating teams no later than February 15, 2006.




District Representative
Date _____



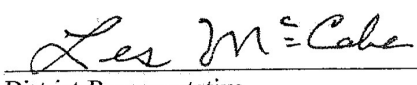
Faculty Association
Date 17 Nov 2005



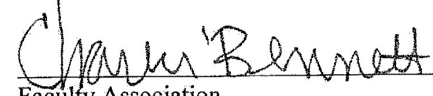
District Representative
Date 11-17-05



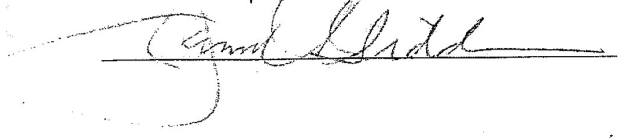
Faculty Association
Date 17 Nov. 2005




District Representative
Date 11/21/05



Faculty Association
Date 11/17/05




Nov 17, 2005

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 a. Review evaluation form/criteria b. Determine observation dates/times 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 a. Meet with evaluation team b. Review student evaluations c. Write preliminary narrative, including: i. Areas of commendation 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 a. Review evaluation form/criteria b. Determine observation dates/times 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 a. Meet with evaluation team b. Review student evaluations c. Write preliminary narrative, including: i. Areas of commendation 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: a. The immediate supervisor b. The appropriate vice president c. The Superintendent/President	Administration	End of week 7
15. Board of Trustees takes final action regarding continued employment	Board of Trustees	March 15
NOTE: 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.		



FACULTY EVALUATION SUMMARY REPORT

Tenured Faculty

*Use this form for evaluation of all tenured (regular) faculty members.
This form is to serve as the cover page for all evaluation documents.*

Faculty Member (Evaluatee): _____ Semester/Year: _____
 Immediate Supervisor (or Designee): _____ Faculty Lead (or Designee): _____
 Peer Evaluator(s): _____
 Current Assignment: _____

Course(s) to be observed (N/A for counselor and librarian observations):

Course	Section #	Date of Observation	Room/Loc	Time	Observer(s)

Date/Time set for Team Meeting:

Date	Time

Date/Time set for Post-Evaluation Conference:

Date	Time

Other Sources: (check all that apply)

- Self-Evaluation
- Student Evaluations
- Performance Observations
- Other (describe): _____

Findings:

Attached is a narrative summarizing the evaluation team’s overall evaluation:

- Narrative attached, including areas of commendation and recommendations for improvement

The team’s overall evaluation of the evaluatee:

- Satisfactory
- Unsatisfactory

Signatures

Immediate Supervisor or Designee: _____ Date: _____

Peer Evaluator: _____ Date: _____

Peer Evaluator: _____ Date: _____

Faculty Member (Evaluatee): _____ Date: _____

By signing this evaluation, I acknowledge receipt. It does not necessarily acknowledge agreement.

Vice President: _____ Date: _____



FACULTY EVALUATION SUMMARY REPORT

Tenure Track

*Use this form for evaluation of all tenure track (probationary) faculty members.
This form is to serve as the cover page for all evaluation documents.*

Faculty Member (Evaluatee): _____ Semester/Year: _____
 Immediate Supervisor (or Designee): _____ Faculty Lead (or Designee): _____
 Peer Evaluator(s): _____
 Current Assignment: _____

Course(s) to be observed (N/A for counselor and librarian observations):

Course	Section #	Date of Observation	Room/Loc	Time	Observer(s)

Date/Time set for Team Meeting:

Date	Time

Date/Time set for Post-Evaluation Conference:

Date	Time

Other Sources: (check all that apply)

- Self-Evaluation
- Student Evaluations
- Performance Observations
- Other (describe): _____

Findings:

Attached is a narrative summarizing the evaluation team's overall evaluation:

- Narrative attached, including areas of commendation and recommendations for improvement

The team's overall evaluation of the evaluatee:

- Satisfactory
- Unsatisfactory

Signatures

Immediate Supervisor or Designee: _____ Date: _____

Faculty Lead (or designee): _____ Date: _____

Peer Evaluator: _____ Date: _____

Faculty Member (Evaluatee): _____ Date: _____

By signing this evaluation, I acknowledge receipt. It does not necessarily acknowledge agreement.

Vice President: _____ Date: _____



EVALUATION PERFORMANCE OBSERVATION FOR
Clinical Faculty

Faculty Member (Evaluatee): _____ Area: _____

Semester/Year of Evaluation:

Fall _____

Spring _____

Type of evaluation:

Self-Evaluation

Team/Peer Observation

INSTRUCTIONAL RESPONSIBILITIES (ARTICLE IX.1.a., b., c., d.):

<i>The instructor...</i>	OUTSTANDING	EXCEEDS STANDARDS	SATISFACTORY	NEEDS IMPROVEMENT	UNSATISFACTORY	NOT APPLICABLE/ NO OPPORTUNITY TO OBSERVE
EFFECTIVENESS IN WORKING WITH STUDENTS						
...takes into consideration student comprehension and makes adjustments appropriate to the level of student.						
Comments:						
...elicits a high level of student interest through teaching techniques.						
Comments:						
...fosters an environment conducive to student learning.						
Comments:						

EXPERTISE IN SUBJECT MATTER OR AREAS OF RESPONSIBILITY

...communicates the subject matter clearly and effectively.						
---	--	--	--	--	--	--

Comments:

...demonstrates comfort and familiarity in the area of assignment and competency of subject matter.						
---	--	--	--	--	--	--

Comments:

...demonstrates passion and/or enthusiasm for subject matter.						
---	--	--	--	--	--	--

Comments:

TECHNIQUES OF INSTRUCTION

...is knowledgeable of topic being covered.						
---	--	--	--	--	--	--

Comments:

...adheres to approved course objectives.						
---	--	--	--	--	--	--

Comments:

...presents clear instructional objective(s) for the clinical rotation.						
---	--	--	--	--	--	--

Comments:

...assists students to make effective use of clinical time.						
---	--	--	--	--	--	--

Comments:						
...makes effective use of clinical environment to engage students in learning.						
Comments:						
...applies theoretical knowledge and content to “real world” examples.						
Comments:						
FULFILL PROFESSIONAL RESPONSIBILITIES						
...demonstrates evidence of participation in college activities and professional responsibilities as defined by the contract.						
Comments:						
...works cooperatively with others.						
Comments:						

Additional comments regarding any of the above standards/criteria:



EVALUATION PERFORMANCE OBSERVATION FOR
Counseling Faculty

Faculty Member (Evaluatee): _____ Area: _____

Semester/Year of Evaluation:

Fall _____

Spring _____

Type of evaluation:

Self-Evaluation

Team/Peer Observation

INSTRUCTIONAL RESPONSIBILITIES (ARTICLE IX.1.a., b., c., d.):

<i>The counselor...</i>	OUTSTANDING	EXCEEDS STANDARDS	SATISFACTORY	NEEDS IMPROVEMENT	UNSATISFACTORY	NOT APPLICABLE/ NO OPPORTUNITY TO OBSERVE
INSTRUCTIONAL OBJECTIVES						
...establishes counselor/student relationship that is conducive to effective counseling.						
Comments:						
...adequately addresses academic, career, and/or personal issues dictated by situation.						
Comments:						
...provides students with complete, accurate, and clearly understandable explanations.						
Comments:						

...helps the student plan effectively for the future.						
Comments:						
...acts in a manner which demonstrates a sincere interest in student and college needs.						
Comments:						
...demonstrates creativity when helping students problem solve.						
Comments:						
...shows ability to work objectively with different types of people.						
Comments:						
...makes effective use of available time.						
Comments:						
...demonstrates knowledge of District policies /procedures and program requirements in relation to student counseling.						
Comments:						
...demonstrates mastery of software programs used in student counseling.						
Comments:						

FULFILL PROFESSIONAL RESPONSIBILITIES

...demonstrates evidence of participation in District activities and professional responsibilities as defined by the contract.

--	--	--	--	--	--	--

Comments:

...works cooperatively with others.

--	--	--	--	--	--	--

Comments:

Additional comments regarding any of the above standards/criteria:



EVALUATION PERFORMANCE OBSERVATION FOR
Distance Education Faculty

Faculty Member (Evaluatee): _____ Area: _____

Semester/Year of Evaluation:

Fall _____

Spring _____

Type of evaluation:

Self-Evaluation

Team/Peer Observation

INSTRUCTIONAL RESPONSIBILITIES (ARTICLE IX.1.a., b., c., d.):

	OUTSTANDING	EXCEEDS STANDARDS	SATISFACTORY	NEEDS IMPROVEMENT	UNSATISFACTORY	NOT APPLICABLE/ NO OPPORTUNITY TO OBSERVE
<i>The instructor...</i>						
<i>EFFECTIVENESS IN WORKING WITH STUDENTS</i>						
...initiates regular and effective contact with students that is conducive to learning.						
Comments:						
...communicates effectively through the Learning Management System (LMS) platform.						
Comments:						
...presents material clearly.						
Comments:						

TECHNIQUES OF INSTRUCTION

...applies theoretical knowledge and content to “real world” examples.						
Comments:						
...presents clear instructional objective(s) for class session(s).						
Comments:						
...plans and organizes lessons well.						
Comments:						
...uses related text, materials, demonstrations, audio-visual aids, and web tools (where appropriate).						
Comments:						
...provides students with clearly understandable course materials (syllabus, course information, and handouts).						
Comments:						
...encourages a high level of student interest through teaching techniques.						
Comments:						
...makes effective use of web environment.						

Comments:

EXPERTISE IN SUBJECT MATTER OR AREAS OF RESPONSIBILITY

...demonstrates evidence of careful preparation in area of assignment and competency of subject matter.

--	--	--	--	--	--	--

Comments:

...demonstrates passion and/or enthusiasm for subject matter.

--	--	--	--	--	--	--

Comments:

FULFILL PROFESSIONAL RESPONSIBILITIES

...maintains required office hours and meets classes as scheduled.

--	--	--	--	--	--	--

Comments:

...demonstrates evidence of participation in District activities and professional responsibilities as defined by the contract.

--	--	--	--	--	--	--

Comments:

...works cooperatively with others.

--	--	--	--	--	--	--

Comments:

Additional comments regarding any of the above standards/criteria:



**EVALUATION PERFORMANCE OBSERVATION FOR
Instructional Designer Faculty**

Faculty Member (Evaluatee): _____ Area: _____

Semester/Year of Evaluation:

Fall _____

Spring _____

Type of evaluation:

Self-Evaluation

Team/Peer Observation

INSTRUCTIONAL RESPONSIBILITIES (ARTICLE IX.1.a., b., c., d.):

<i>The instructional designer...</i>	OUTSTANDING	EXCEEDS STANDARDS	SATISFACTORY	NEEDS IMPROVEMENT	UNSATISFACTORY	NOT APPLICABLE/ NO OPPORTUNITY TO OBSERVE
EFFECTIVENESS IN WORKING WITH FACULTY AND OTHERS						
...initiates regular and effective contact with faculty that is conducive to assisting in learning and building engaging online learning courses.						
Comments:						
...communicates effectively with others.						
Comments:						
...presents material clearly.						
Comments:						

TECHNIQUES OF INSTRUCTION

...demonstrates knowledge of technological tools and resources to assist instructors with applying theoretical knowledge and content to “real world” examples in online classes and platforms.						
Comments:						
...presents clear directions/objectives for faculty when assisting with course development.						
Comments:						
...plans and organizes work sessions and/or workshops well.						
Comments:						
...assists instructors with the uses of online related text, materials, demonstrations, audio-visual aids, resources, and/or web tools to support and enhance accessibility (where appropriate).						
Comments:						
...aides faculty in developing online courses which provide students with clearly understandable course materials (syllabus, course information, and handouts) and supplemental resources.						
Comments:						
...encourages a high level of faculty interest in effective online course development and pedagogy through						

effective workshops, trainings, one-on-one coaching, and/or events.						
---	--	--	--	--	--	--

Comments:

...assists faculty teaching online with providing opportunities for students to engage in active learning (i.e., peer review, interactive simulations, web research, experiential-based projects, multimedia presentations, etc.).						
--	--	--	--	--	--	--

Comments:

EXPERTISE IN SUBJECT MATTER OR AREAS OF RESPONSIBILITY

...demonstrates evidence of careful preparation in area of assignment and competency of effective instructional design methods and principles.						
--	--	--	--	--	--	--

Comments:

...demonstrates passion and/or enthusiasm for subject matter.						
---	--	--	--	--	--	--

Comments:

FULFILL PROFESSIONAL RESPONSIBILITIES

...maintains required scheduled office hours and meets with faculty as scheduled.						
---	--	--	--	--	--	--

Comments:

...demonstrates evidence of participation in college activities and professional responsibilities as defined by the contract.						
---	--	--	--	--	--	--

Comments:						
...works cooperatively with others.						
Comments:						

Additional comments regarding any of the above standards/criteria:



EVALUATION PERFORMANCE OBSERVATION FOR
Instructional Faculty

Faculty Member (Evaluatee): _____ Area: _____

Semester/Year of Evaluation:

- Fall _____
 Spring _____

Type of evaluation:

- Self-Evaluation
 Team/Peer Observation

INSTRUCTIONAL RESPONSIBILITIES (ARTICLE IX.1.a., b., c., d.):

<i>The instructor...</i>	OUTSTANDING	EXCEEDS STANDARDS	SATISFACTORY	NEEDS IMPROVEMENT	UNSATISFACTORY	NOT APPLICABLE/ NO OPPORTUNITY TO OBSERVE
<i>EFFECTIVENESS IN WORKING WITH STUDENTS</i>						
...takes into consideration student comprehension and makes adjustments as needed.						
Comments:						
...elicits a high level of student interest through teaching techniques.						
Comments:						
...fosters an inclusive environment conducive to student learning.						
Comments:						

EXPERTISE IN SUBJECT MATTER OR AREAS OF RESPONSIBILITY

...communicates the subject matter clearly, correctly, and effectively.

--	--	--	--	--	--	--

Comments:

...demonstrates evidence of careful preparation in area of assignment and competency of subject matter.

--	--	--	--	--	--	--

Comments:

...demonstrates passion and/or enthusiasm for subject matter.

--	--	--	--	--	--	--

Comments:

TECHNIQUES OF INSTRUCTION

...is well-prepared for the topic or skill being covered.

--	--	--	--	--	--	--

Comments:

...adheres to approved course outline.

--	--	--	--	--	--	--

Comments:

...provides students with clearly understandable course materials (syllabus, course information, and handouts).

--	--	--	--	--	--	--

Comments:

...presents clear instructional objective(s) for the class session.

--	--	--	--	--	--	--

Comments:						
...plans and organizes lessons to make effective use of class time.						
Comments:						
...provides clear assignments or directives.						
Comments:						
...makes effective use of classroom technology and/or supporting materials to engage students in learning.						
Comments:						
...develops and follows an effective grading program for assessing student performance.						
Comments:						
...applies theoretical knowledge and content to “real world” examples.						
Comments:						
FULFILL PROFESSIONAL RESPONSIBILITIES						
...maintains required office hours and meets classes as assigned.						
Comments:						

...demonstrates evidence of participation in District activities and professional responsibilities as defined by the contract.						
Comments:						
...works cooperatively with others.						
Comments:						
IF THE CLASS HAS A LABORATORY COMPONENT AND IT WAS OBSERVED DURING THE EVALUATION PROCESS, PLEASE RESPOND TO THE ITEMS BELOW.						
The instructor provides the appropriate level of help and support during the laboratory.						
Comments:						
The instructor presents and/or demonstrates the laboratory content, procedures, and equipment.						
Comments:						
The instructor clearly explains and enforces safety procedures and protocols in the laboratory.						
Comments:						
The laboratory instructor coordinates with the corresponding lecture instructor to ensure consistency of content and delivery of course material.						
Comments:						

Additional comments regarding any of the above standards/criteria:



EVALUATION PERFORMANCE OBSERVATION FOR
Librarian Faculty

Faculty Member (Evaluatee): _____ Area: _____

Semester/Year of Evaluation:

- Fall _____
 Spring _____

Type of evaluation:

- Self-Evaluation
 Team/Peer Observation

INSTRUCTIONAL RESPONSIBILITIES (ARTICLE IX.1.a., b., c., d.):

<i>The librarian...</i>	OUTSTANDING	EXCEEDS STANDARDS	SATISFACTORY	NEEDS IMPROVEMENT	UNSATISFACTORY	NOT APPLICABLE/ NO OPPORTUNITY TO OBSERVE
INSTRUCTIONAL OBJECTIVES						
...demonstrates knowledge and competencies in research and reference skills.						
Comments:						
...communicates knowledge and competencies to students and helps them increase their information and research skills.						
Comments:						
...provides library users with complete, accurate, and clearly understandable explanations.						
Comments:						

...manages time effectively and plans and organizes work efficiently.						
Comments:						
...demonstrates creativity and flexibility in helping library users.						
Comments:						
...uses related materials, assessments, demonstrations, multimedia and/or other materials where appropriate.						
Comments:						
...makes effective use of the library users' time.						
Comments:						
...demonstrates enthusiasm when working with library users for information competency, reference and research.						
Comments:						
...presents materials clearly.						
Comments:						
...works objectively with all members of the College community's diverse student and faculty populations.						
Comments:						

...establishes effective librarian-student relationship conducive to effective learning.						
Comments						
<i>FULFILL PROFESSIONAL RESPONSIBILITIES</i>						
...demonstrates evidence of participation in college activities and professional responsibilities as defined by the contract.						
Comments:						
...works cooperatively with others.						
Comments:						
...works effectively in the library in performance of professional librarian duties as assigned.						
Comments:						

Additional comments regarding any of the above standards/criteria:



VERBAL INSTRUCTIONS FOR INSTRUCTIONAL Student Evaluations

NOTE: Please be sure to provide ample time for students to complete evaluations with a minimum of 15 minutes. Also, if this class includes a laboratory, then all questions apply, but please note to the students that questions number 17 – 19 on the instructional form should be completed as well. All student evaluations should be completed on Scantron form #886E or #20-S unless approved by the Office of Human Resources.

Introduce yourself and your position with the District.

Read the following script prior to distributing the evaluation forms:

As students, you have had many opportunities to observe the performance of this [instructor, counselor, or librarian]. Faculty evaluations are part of a regular process that all faculty at our College undergo. Every semester we evaluate fulltime and adjunct faculty as part of a process of continual improvement. Faculty become 'outstanding' by learning what works well. One of the ways faculty can find out what is working is through the process of evaluation. This is your opportunity to be a part of this process and to share what you believe is working out well, or what could possibly work better.

At the end of the survey, you will be provided an opportunity to give open comments. Please try to give specific examples and illustrations to support your rankings. Write your comments on the blank space of the Scantron form with the corresponding numbers. Please include the term, name of the class, section number, and professor's name.

The faculty evaluation process is anonymous. However, your faculty will review your responses as part of the evaluation process. Student evaluations are one of the most valuable components of the evaluation process, so please take enough time to give thoughtful and clear responses.

Are there any questions?

Distribute student evaluation forms to class.



STUDENT EVALUATION FORM FOR
Clinical Faculty

INSTRUCTIONS: In order to help improve instruction at Merced College, you are asked to rate your instructor by selecting one of the letters below for each question by using the corresponding Scantron form. If any statement below is not applicable or not observed, please leave answer blank. This information is confidential and your responses will be anonymous. Do not write directly on this form.

	OUTSTANDING (A)	EXCEEDS STANDARDS (B)	SATISFACTORY (C)	NEEDS IMPROVEMENT (D)	UNSATISFACTORY (E)	NOT APPLICABLE
1. The instructor's comfort and familiarity with the clinical environment is...	A	B	C	D	E	Leave Blank
2. The instructor's handling of clinical questions is...	A	B	C	D	E	Leave Blank
3. The instructor's willingness to hear various rationales to questions is...	A	B	C	D	E	Leave Blank
4. The instructor's ability to correlate theory to clinical practice is...	A	B	C	D	E	Leave Blank
5. The instructor's ability to correlate pharmacology to clinical practice is...	A	B	C	D	E	Leave Blank
6. The instructor's ability to provide feedback and comments regarding my clinical performance is...	A	B	C	D	E	Leave Blank
7. The instructor's enthusiasm concerning the clinical rotation is...	A	B	C	D	E	Leave Blank
8. The ability of the instructor to promote professional behavior is...	A	B	C	D	E	Leave Blank
9. The instructor's ability to stimulate students to use critical thinking skills is...	A	B	C	D	E	Leave Blank

	OUTSTANDING (A)	EXCEEDS STANDARDS (B)	SATISFACTORY (C)	NEEDS IMPROVEMENT (D)	UNSATISFACTORY (E)	NOT APPLICABLE
10. The level of help and support from the instructor to help meet clinical objectives is...	A	B	C	D	E	Leave Blank
11. Considering everything, I would rate this instructor...	A	B	C	D	E	Leave Blank

COMMENTS SECTION: Please print your comments neatly on the blank space of the Scantron form and include the corresponding number for each comment.

12. What does the clinical instructor do well?

13. What could the clinical instructor do better?

14. Other comments?



**STUDENT EVALUATION FORM FOR
Counselors**

INSTRUCTIONS: In order to help improve instruction at Merced College, you are asked to rate your instructor by selecting one of the letters below for each question by using the corresponding Scantron form. If any statement below is not applicable or not observed, please leave answer blank. This information is confidential and your responses will be anonymous. Do not write directly on this form.

Counselor: _____

Date: _____

1. Approximate number of meetings with the counselor:	1 (A)	2 (B)	3 (C)	4 (D)	5 (E)
--	------------------	------------------	------------------	------------------	------------------

	OUTSTANDING (A)	EXCEEDS STANDARDS (B)	SATISFACTORY (C)	NEEDS IMPROVEMENT (D)	UNSATISFACTORY (E)	NOT APPLICABLE
2. The counselor established a genuine and sincere rapport with me.	A	B	C	D	E	Leave Blank
3. The counselor was prepared for the appointment.	A	B	C	D	E	Leave Blank
4. The information relayed was accurate and thoroughly discussed.	A	B	C	D	E	Leave Blank
5. My academic and scheduling questions were answered completely.	A	B	C	D	E	Leave Blank
6. The counselor clearly explained the purpose and the use of my educational plan.	A	B	C	D	E	Leave Blank
7. Other questions regarding careers, graduation, transfer information and/or personal issues were handled appropriately.	A	B	C	D	E	Leave Blank
8. The counselor made appropriate referrals to college and community resources (e.g. Financial Aid,	A	B	C	D	E	Leave Blank

	OUTSTANDING (A)	EXCEEDS STANDARDS (B)	SATISFACTORY (C)	NEEDS IMPROVEMENT (D)	UNSATISFACTORY (E)	NOT APPLICABLE
Career Center and Tutorial Center).						
9. My overall rating of this counselor is...	A	B	C	D	E	Leave Blank

COMMENTS SECTION: Please print your comments neatly on the blank space of the Scantron form and include the corresponding number for each comment.

10. What do you believe your counselor has done especially well in conducting this appointment?

11. What might your counselor have done to improve your counseling session?

12. Additional comments:



STUDENT EVALUATION FORM FOR
Instructional Faculty

INSTRUCTIONS: In order to help improve instruction at Merced College, you are asked to rate your instructor by selecting one of the letters below for each question by using the corresponding Scantron form. If any statement below is not applicable or not observed, please leave answer blank. This information is confidential and your responses will be anonymous. Do not write directly on this form.

	OUTSTANDING (A)	EXCEEDS STANDARDS (B)	SATISFACTORY (C)	NEEDS IMPROVEMENT (D)	UNSATISFACTORY (E)	NOT APPLICABLE
1. The organization of the instructor's material is...	A	B	C	D	E	Leave Blank
2. The instructor's knowledge of the subject is...	A	B	C	D	E	Leave Blank
3. The instructor's handling of questions and difficult material is...	A	B	C	D	E	Leave Blank
4. The instructor is respectful of differing viewpoints...	A	B	C	D	E	Leave Blank
5. The clarity of the instructor's assignments (homework, worksheets, etc.) is...	A	B	C	D	E	Leave Blank
6. The clarity of the instructor's exam questions is...	A	B	C	D	E	Leave Blank
7. The instructor's ability to relate assignments and/or assessments to material covered in the course is...	A	B	C	D	E	Leave Blank
8. The instructor's fairness and timeliness in grading is...	A	B	C	D	E	Leave Blank
9. The instructor's enthusiasm concerning the course is...	A	B	C	D	E	Leave Blank
10. The willingness of the instructor to help students is...	A	B	C	D	E	Leave Blank

	OUTSTANDING (A)	EXCEEDS STANDARDS (B)	SATISFACTORY (C)	NEEDS IMPROVEMENT (D)	UNSATISFACTORY (E)	NOT APPLICABLE
11. The instructor's use of effective communication is...	A	B	C	D	E	Leave Blank
12. The instructor's ability to apply theoretical knowledge and content to "real world" examples is...	A	B	C	D	E	Leave Blank
13. The instructor's ability to make the subject interesting is...	A	B	C	D	E	Leave Blank
14. The instructor's ability to engage students in the learning process is...	A	B	C	D	E	Leave Blank
15. The degree of clarity of the instructor's class objectives is...	A	B	C	D	E	Leave Blank
16. Considering everything, I would rate this instructor...	A	B	C	D	E	Leave Blank
<i>If the class has a laboratory component, please respond to items 17 through 19.</i>						
17. The level of help and support from the instructor during lab is...	A	B	C	D	E	Leave Blank
18. The instructor's presentation and/or demonstration of laboratory content, procedures, and equipment is...	A	B	C	D	E	Leave Blank
19. The explanation and enforcement of safety procedures and protocols by the instructor in the lab is...	A	B	C	D	E	Leave Blank

COMMENTS SECTION: Please print your comments neatly on the blank space of the Scantron form and include the corresponding number for each comment.

20. What do you believe your instructor has done especially well in conducting this course?

21. What might your instructor do to enhance your learning experience?

22. Additional comments:



STUDENT EVALUATION FORM FOR
Librarian Faculty

INSTRUCTIONS: In order to help improve library services at Merced College, you are asked to rate your librarian/instructor by selecting one of the letters below for each question by using the corresponding Scantron form. If any statement below is not applicable or not observed, please leave answer blank. This information is confidential and your responses will be anonymous. Do not write directly on this form.

	OUTSTANDING (A)	EXCEEDS STANDARDS (B)	SATISFACTORY (C)	NEEDS IMPROVEMENT (D)	UNSATISFACTORY (E)	NOT APPLICABLE
1. The organization of the instructor's material is...	A	B	C	D	E	Leave Blank
2. The instructor's knowledge of the subject is...	A	B	C	D	E	Leave Blank
3. The instructor's handling of questions and difficult material is...	A	B	C	D	E	Leave Blank
4. The instructor is respectful of differing viewpoints...	A	B	C	D	E	Leave Blank
5. The instructor's enthusiasm concerning the course is...	A	B	C	D	E	Leave Blank
6. The willingness of the instructor to help students is...	A	B	C	D	E	Leave Blank
7. The instructor's use of effective communication is...	A	B	C	D	E	Leave Blank
8. The instructor's ability to apply theoretical knowledge and content to "real world" examples is...	A	B	C	D	E	Leave Blank
9. The instructor's ability to make the subject interesting is...	A	B	C	D	E	Leave Blank
10. The instructor's ability to engage students in the learning process is...	A	B	C	D	E	Leave Blank

	OUTSTANDING (A)	EXCEEDS STANDARDS (B)	SATISFACTORY (C)	NEEDS IMPROVEMENT (D)	UNSATISFACTORY (E)	NOT APPLICABLE
11. The degree of clarity of the instructor's class objectives is...	A	B	C	D	E	Leave Blank
12. Considering everything, I would rate this instructor...	A	B	C	D	E	Leave Blank
<i>If the class has a laboratory component, please respond to items 17 through 19.</i>						
13. The level of help and support from the instructor during lab is...	A	B	C	D	E	Leave Blank
14. The instructor's presentation and/or demonstration of laboratory content, procedures, and equipment is...	A	B	C	D	E	Leave Blank
15. The explanation and enforcement of safety procedures and protocols by the instructor in the lab is...	A	B	C	D	E	Leave Blank

COMMENTS SECTION: Please print your comments neatly on the blank space of the Scantron form and include the corresponding number for each comment.

16. What do you believe your instructor has done especially well in conducting this course?

17. What might your instructor do to enhance your learning experience?

18. Additional comments:

Side Letter A

MERCED COMMUNITY COLLEGE DISTRICT

If any other bargaining unit, or management, receives a higher across-the-board salary schedule improvement or off-the-schedule increase, then the faculty bargaining unit will receive the same percentage improvement for the 1992-93 and 1993-94 academic year.

Side Letter B

MERCED COMMUNITY COLLEGE DISTRICT

The District agrees that it will repeal Board Policy 4032, Certificated Management Retirement with Continued Earnings, effective July 1, 1992. This action will have no effect on extended earnings contracts entered into by the District prior to its effective date.

Side Letter C

HEALTH BENEFITS COMMITTEE

The parties agree to establish a committee containing equal representation from management and the bargaining units, including representatives of the CSEA, to explore health benefits coverage, cost and funding. The committee will issue ongoing reports during the year.

Side Letter D

RETIREE BENEFITS COMMITTEE

The District and The Association will join in formation of a committee, along with representatives of CSEA, if it agrees, to study the funding of future retiree health benefits. The committee will consist of an equal number of management and bargaining unit representatives. The committee will recommend the retention of an actuary at the District's expense to provide an estimate of the annual cost of funding such benefits. The committee will convene at the beginning of the 1992-93 school year and make non-binding recommendations based thereon to the parties.

Side Letter E

DISTANCE LEARNING COMMITTEE

The District and The Association have agreed to work together in formulating guidelines, procedures, and timelines related to Distance Learning. It is further agreed that a subcommittee of representatives from The Association and MCCD will meet to develop recommendations related to Distance Learning issues outside the formal negotiation process in the spring of 2000. In the meantime, mutually accepted agreements will continue to be developed between the individual instructor and the Office of Instruction.