

Side Letter of Agreement
Between
Merced Community College District
And
Merced College Faculty Association
And
Zaya Pourtarvirdi & Raj Mohan

The parties to this side letter agreement are the Merced Community College District ("District"); the Merced College Faculty Association Chapter 770 CTA/NEA ("Association"); and Zaya Pourtarvirdi ("Pourtarvirdi") and Raj Mohan ("Mohan"), collectively "Employees."

WHEREAS, the document that governs the process for determining salary advancement for faculty is Article XI.4 of the Collective Bargaining Agreement, which includes the process for the employee to apply for salary advancement as well as the committee's responsibilities and the definitions of types of units, and

WHEREAS, the Employees' salary advancement applications were initially approved for graduate units as the employees checked the box on their respective application forms for graduate units. The committee denied one course requested by Mohan and requested additional information from Pourtarvirdi. Following an email indicating the committee's support of particular classes, one employee proceeded with taking @One Workshops over the summer. Once the committee understood that the units claimed were @One Workshop classes and not graduate program classes, the committee reconvened to discuss appropriate next steps, and

WHEREAS, the District members and the Association members on the Salary Advancement Committee do not agree on the application of graduate-level units to @One Workshops, even when the employees pay the fee to Fresno Pacific University for those workshop units to be transcribed, and

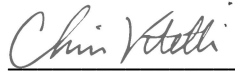
WHEREAS, the parties do not agree on the application of @One courses for salary advancement for graduate-level credit as they have always been applied as "workshops" but are now available to be transcribed, the parties share an interest in addressing the requests of the Employees through a one-time, non-precedent setting solution;

THEREFORE, the parties agree to this agreement to address the Employees' applications for salary advancement, as follows:

- 1) Professors Pourtarvirdi and Mohan will receive graduate unit credit as initially approved by the committee in Spring 2024 for the purposes of salary advancement.
- 2) Any @One Workshops taken by either or both of the employees, as well as for any other employees within the District, after the date of this agreement will be approved for workshop units for the purposes of salary advancement.
- 3) The District and Association agree to sunshine this topic for further negotiations with the next successor agreement. The parties' decision to enter into this Agreement results from a unique set of circumstances and shall not establish, or serve as evidence, of any precedent or past practice or constitute a waiver by the District of any rights possessed by the District, including but not limited to the right to deny salary advancement credit pursuant to the provisions of Article XI.4.

This agreement is effective upon signature of all parties and remains in effect until such time as changes are ratified to the 2027-2030 successor agreement.

For the District



Chris Vitelli, Superintendent/President

Aug 30, 2025

Date

For the Association



Megan Igo, President

Aug 28, 2025

Date

Employee



Zaya Pourtarvirdi (Aug 28, 2025 15:36:25 PDT)

Zaya Pourtarvirdi

Aug 28, 2025

Date

Employee



Raj Mohan

Aug 28, 2025

Date











mcfa-side-letter-agreement-salary-advancement -revised-final-unsigned

Final Audit Report

2025-08-31

Created:	2025-08-28
By:	Deanna Abbruzzetti (deanna.abbruzzetti@mccd.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWqG0d4S2o2LgkGg0ZzHJPcUdX4Hpso2O

"mcfa-side-letter-agreement-salary-advancement-revised-final-unsigned" History

-  Document created by Deanna Abbruzzetti (deanna.abbruzzetti@mccd.edu)
2025-08-28 - 4:51:54 PM GMT- IP address: 198.189.251.26
-  Document emailed to Megan Igo (megan.igo@mccd.edu) for signature
2025-08-28 - 4:53:42 PM GMT
-  Email viewed by Megan Igo (megan.igo@mccd.edu)
2025-08-28 - 5:04:26 PM GMT- IP address: 174.208.166.238
-  Document e-signed by Megan Igo (megan.igo@mccd.edu)
Signature Date: 2025-08-28 - 5:59:13 PM GMT - Time Source: server- IP address: 174.208.166.238
-  Document emailed to Zaya Pourtarvirdi (zaya.pourtarvirdi@mccd.edu) for signature
2025-08-28 - 5:59:14 PM GMT
-  Email viewed by Zaya Pourtarvirdi (zaya.pourtarvirdi@mccd.edu)
2025-08-28 - 10:34:02 PM GMT- IP address: 209.129.180.252
-  Document e-signed by Zaya Pourtarvirdi (zaya.pourtarvirdi@mccd.edu)
Signature Date: 2025-08-28 - 10:36:25 PM GMT - Time Source: server- IP address: 209.129.180.252
-  Document emailed to Raj Mohan (mohan.r@mccd.edu) for signature
2025-08-28 - 10:36:26 PM GMT
-  Email viewed by Raj Mohan (mohan.r@mccd.edu)
2025-08-29 - 0:51:51 AM GMT- IP address: 98.255.45.168
-  Document e-signed by Raj Mohan (mohan.r@mccd.edu)
Signature Date: 2025-08-29 - 0:52:59 AM GMT - Time Source: server- IP address: 98.255.45.168



Document emailed to Chris Vitelli (chris.vitelli@mccd.edu) for signature

2025-08-29 - 0:53:01 AM GMT



Email viewed by Chris Vitelli (chris.vitelli@mccd.edu)

2025-08-31 - 4:54:57 AM GMT- IP address: 104.47.66.126



Document e-signed by Chris Vitelli (chris.vitelli@mccd.edu)

Signature Date: 2025-08-31 - 4:56:06 AM GMT - Time Source: server- IP address: 67.181.151.61



Agreement completed.

2025-08-31 - 4:56:06 AM GMT



Adobe Acrobat Sign