

**AGREEMENT BETWEEN THE**

**MENDOCINO-LAKE COMMUNITY COLLEGE  
DISTRICT BOARD OF TRUSTEES**

**AND THE**

**MENDOCINO COLLEGE FEDERATION OF TEACHERS  
AFT/CFT LOCAL 6322**

**JULY 1, 2022- JUNE 30, 2025**

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**ARTICLE 1**  
**AGREEMENT/RECOGNITION**

- 11** The articles and provisions contained herein constitute a bilateral and binding agreement between the Mendocino College Federation of Teachers, AFT/CFT Local 6322 and the Mendocino-Lake Community College District.
- 12** The Board of Trustees of the Mendocino-Lake Community College District, hereinafter referred to as the "Board" or "District", hereby recognizes the Mendocino College Federation of Teachers, CFT/AFT Local 6322, hereinafter referred to as "MCFT," as the sole and exclusive representative of all full-time faculty, including the following classifications: instructors, counselors, and librarians.
- 13** This contract will supersede any and all existing or prior verbal or written rules, regulations, resolutions, and policy statements of the Board or management and all existing and prior customs, practices, and alleged past practices of the Board or management in regard to the subject matter herein.
- 14** Should any new full-time faculty classifications be established during the term of this agreement, the District and MCFT will meet to determine whether or not such classifications belong within the unit. Should the placement not be mutually agreed to within thirty (30) days, it may be submitted by either party to the Public Employment Relations Board for resolution.

**ARTICLE 2  
MCFT RIGHTS**

- 2.1**        **Use of Facilities:** MCFT will have the right to use District facilities for organizational meetings and related activities when they are not in use. Advance request to use facilities will be made to and approved by the District pursuant to applicable District policy and regulations.
- 2.2**        **Use of Equipment, Materials, Supplies:** MCFT representatives may use District equipment such as faculty computers and the workroom copier for MCFT business when not in use for District purposes. MCFT agrees to reimburse the District for any materials and supplies used.
- 2.3**        **Bulletin Boards:** MCFT may use District bulletin board space without charge, pursuant to applicable District policy and regulations.
- 2.4**        **Mail Distribution:** MCFT and its authorized representatives may use the College mailboxes for distribution of its written communications.
- 2.5**        **Distribution of Materials:** MCFT may distribute organizational literature on District property provided there is no interference with District business, or distraction of employees while performing their duties.
- 2.6**        **MCFT Contact:** A reasonable number of duly authorized members of the MCFT will have access to unit members to transact official business provided such contact does not occur during the members' hours of scheduled assignments and does not interfere with the educational process. MCFT will provide the District, and update as necessary, the names of MCFT members currently serving on MCFT Executive Board and/or District committees who are authorized to transact official business.
- 2.7**        **Board Policies:** One book of Board Policies and Administrative Procedures will be supplied to MCFT president. District will provide MCFT with any changes, additions, alterations or deletions simultaneous with distribution of such materials to management employees.
- 2.8**        **Access to Information:**
- 2.8.1**        Upon request, MCFT will be provided with information which is made available to the public including one copy of the following: Board agendas and minutes (excluding confidential materials as defined by law); the Tentative and Final Budgets; other documentation presented to the Board regarding the budget including assumptions; the CCFS 311 and 311 Q reports; District audit reports; the District's chart of accounts.

**2.8.2** Copies of the contract will be printed at the expense of the District and provided to members upon request. The District will provide MCFT president with an electronic copy of the contract and post it on the college website.

**2.8.3** Names, job titles, compensation, and reassigned time for all unit members will be provided to MCFT within thirty days upon request, at least once per semester.

**2.8.4** MLCCD shall provide MCFT written notice of any new employee orientations in whatever form they may take, at least ten (10) business days prior to the event. Representatives of the Union shall be permitted to make a presentation of up to thirty (30) minutes, and present written materials to any employee participating in such orientation. MLCCD shall include a membership authorization form, approved by the Union, in all new hire packets. No representative of management shall be present.

In any employee orientation or onboarding process that is not held in person, the Union should have access through whatever means available, to give a presentation of up to thirty (30) minutes and to present written materials or other documents, in a manner approximating Union access to an in-person orientation.

**2.8.5** Within 30 days of hire of any new full-time faculty member, or by the first pay period of the month following hire, MLCCD must provide to the union (a) name; (b) job title; (c) department; (d) work location; (e) work, home and personal cellular telephone number; (f) personal email address; and (g) home address. Additionally, MLCCD shall provide this information about all full-time faculty upon request

**2.9** **Academic Senate:** It is the intent of the parties to this Agreement that nothing contained in this contract will be construed to restrict, limit, or prohibit the full exercise of the functions of the Academic Senate to represent the faculty in making recommendations to the administration and governing board of the District with respect to District policies on academic and professional matters, so long as the exercise of such functions does not conflict with this Agreement or the collective bargaining process. The District acknowledges the right of MCFT to negotiate all mandatory subjects of bargaining on behalf of unit members.

- 2.10**      **District Committee Appointments:** MCFT will have the right to appoint members representing MCFT to committees considering issues contained within this contract.

**ARTICLE 3  
MANAGEMENT RIGHTS**

- 3.1**      There are no provisions in this agreement that will be deemed to limit or curtail the Board in any way in the exercise of the rights, powers and authority which the employer retained prior to the effective date of this agreement; unless, and only, to the extent that provisions in this agreement specifically limit or curtail such rights, powers and authorities. This provision will not be construed to in any way limit a right to grieve arising by reason of a violation of the specific provisions of any other paragraph of this agreement that is grievable.

**ARTICLE 4**  
**AGENCY SHOP - DUES AND PAYROLL DEDUCTIONS**

- 4.1**        **Payroll Deduction:** The District agrees to deduct MCFT dues, service fees, insurance premiums, and assessments from the pay of those employees who have authorized in writing that such deduction(s) be made. The amounts deducted from payroll will be remitted promptly to the Union, or its designee.
- 4.2**        **Dues Check-Off Reinstatement:** The District will not deduct dues during periods that a faculty member is separated from the bargaining unit, but will reinstate deductions upon the return of the faculty member to the bargaining unit. The phrase “separation from the bargaining unit” includes transfer out of the unit, layoff, and a leave of absence without pay with a duration of more than thirty (30) days.
- 4.3**        **Reporting:** Along with the payroll deductions, the District will send MCFT an alphabetical listing of the faculty members from whom deductions were made and the amount of each deduction.
- 4.4**        **Membership Termination and Re-enrollment:** By notifying the MCFT President or Vice-President in writing, former members may re-enroll and MCFT members may terminate their membership in MCFT.

**ARTICLE 5  
SEPARABILITY AND SAVINGS**

- 5.1** The specific provisions contained in this agreement will prevail over State laws to the extent permitted by State law. In the event that any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid except to the extent permitted by law, but all other provisions will continue in full force and effect. The parties agree they will, upon the request of either party, within fifteen (15) workdays subsequent to any such decision, meet for the purpose of negotiating such new terms or conditions required to correct the declaration of invalidity.

**ARTICLE 6  
MCFT/DISTRICT CONSULTATION**

- 6.1** The administration of the contract in force may be facilitated by consultation meetings. Either party may request a consultation meeting in writing, including a description of the problem to be discussed. Within five (5) work days, the receiving party will notify the requesting party if a meeting is acceptable and arrange a meeting. Such meetings will not be unreasonably denied. Neither party will have more than three (3) representatives at any such meeting unless mutually agreed to prior to the meeting. These meetings are not intended to by-pass the "Grievance Procedure" and will not constitute an invitation to renegotiate any provision of the Agreement.



## ARTICLE 7 – WORKLOAD

### 7.1

#### **Work Year and Work Days**

The base work year for faculty will consist of one hundred seventy-five (175) days, including:

- the 164 instructional days and two (2) district-organized, mandatory-attendance professional development/flex days designated on the academic calendar.
- One (1) mandatory-attendance professional development/flex day in either the Fall or Spring semester; the date and content shall be co-organized by the Academic Senate and the Instruction Office. This additional mandatory flex day shall not occur prior to the first day of instruction.
- eight (8) individually-designed professional development/flex days, forty-eight (48) hours, six (6) hours/day. Three of the eight days are designated for work on Program Review and SLO assessment.

7.1.1 Individual assignments for some faculty members may include additional responsibilities/work days (see 7.14).

#### 7.1.2 **Development of the Academic Calendar**

In compliance with the District's Integrated Timeline, the President's Policy Advisory Committee (PPAC) will propose the annual Academic Calendar which will be forwarded to the MCFT Executive Committee. Upon receipt, it will immediately be sent to unit members for review and feedback. If no significant issues are received, as determined by the MCFT Executive Committee, the calendar will be approved by the committee and PPAC will be so notified. Any significant issues will be forwarded to PPAC for consideration. Changes made to the Academic Calendar by PPAC in response to issues raised by MCFT will be final. PPAC may consult with the MCFT Executive Committee as needed.

#### 7.1.3 **Semester Sessions**

Semester start and end dates are indicated in the Academic Calendar. Faculty members may, by mutual agreement with the supervising Dean, teach a course of a different duration during the semester.

### 7.2

#### **Teaching Load**

7.2.1 An annual full-time equivalent (FTE) teaching load for the academic year is 100% of:

- 510 lecture hours
- 680 lab hours
- 680 non-credit hours
- Or a combination of the above

7.2.2 One class hour is fifty (50) minutes.

**7.2.3** With approval of the responsible Dean, one course may be taught during the Summer Session (up to .1667 of the annual FTE teaching load which is equal to one five-unit lecture class) and load banked.

### **7.3** Overloads

An Instructor may teach in excess of that required in Section 7.2.1, as approved in writing by the responsible Dean. During the first two semesters of employment, an Instructor will not be assigned an overload unless there is mutual agreement of the Instructor and the responsible Dean.

Each semester, the responsible Dean will identify overload assignments in excess of the annual FTE teaching load required in Section 7.2.1. Instructors may bank the identified overload FTE percent worked or be paid for the course hours at the Instructor's overload hourly rate (as indicated on the Full-Time Faculty Overload and Summer Session Salary Schedule [Exhibit 7]).

By May 1<sup>st</sup> each year, the responsible Dean will identify by annual FTE percent any remaining, fractional overload. The Instructor may bank the identified overload FTE percent worked or be paid for the course hours at the Instructor's overload hourly rate (as indicated on the Full-Time Faculty Overload and Summer Session Salary Schedule [Exhibit 7]).

### **7.4** Underloads

Underloads are below that required in Section 7.2.1. Each semester, underloads will be balanced with banked load, teaching additional load, reassigned time, and/or a special project as assigned by the responsible Dean with the approval of the Vice-President of Education and Student Services. If not balanced by the end of the academic year, the FTE underload will be carried forward and factored into the annual workload requirement for the faculty member for the following year.

#### **7.4.1** Special Project

A special project is equivalent to two (2) times the number of lecture hours required to balance the load. A written description of the special project will be included in the faculty member's personnel file along with a written report on the outcomes.

### **7.5** Class Size

The maximum class cap for all classes is 35; any larger class size caps to be by mutual agreement. Traditionally assigned classrooms or instructor room preference will not determine class caps unless courses rely on specific equipment only available in those sites.

Individual class caps for courses that have already been approved through previous CBA processes shall be honored.

In no case shall maximum classroom occupancy exceed maximum allowable occupancy as established by the fire department in the county in which the class is conducted. Classroom occupancy will not exceed safety guidelines as described by Mendocino County Public Health (MCPH) and/or by California's Department of Public Health (CDPH.) If MCPH and CDPH

guidelines differ, the guideline for lower occupancy will prevail.

Instructors may request a lower cap for demonstrable curricular and safety reasons. These requests will be reviewed by a panel composed of the relevant instructional Dean, the VPAA, a representative of Academic Senate, and a representative of the MCFT executive team. The panel will make their determination after reviewing the Course Outline of Record and other pertinent factors such as:

- C-ID requirements
- Other documented transfer requirements
- CTE industry standards / advisory committee documentation
- Student success data
- SLO assessment data
- Common class sizes through the CCC system
- Relevant safety documentation
- Alignment with directives from the Chancellor's office or the state of California

Approval of the reduced class cap must be unanimous. Documentation of the panel decision will be maintained by the Instruction office, as well as in the Curriculum technician's hard file.

By May 20<sup>th</sup> each year, the instructional deans, Academic Senate, and MCFT will agree upon the Class Cancellation Guidelines for the subsequent academic year. In the event that an agreement is not reached, the Guidelines in place at that time will remain in effect.

The District acknowledges the necessity for Class Cancellation Guidelines that are knowable, clear and transparent. These will be the goals for the instructional deans, Academic Senate and MCFT as they craft the guidelines each year.

## **7.6 Work Hours**

- 7.6.1** Instructors work 40 hours per week and are expected to spend sufficient time on campus to meet their obligations
- 7.6.2** Beginning times for classes taught as part of the annual required load will not normally be scheduled more than six (6) hours apart.
- 7.6.3** Total class time for the annual required load will not normally exceed eight (8) consecutive hours from the beginning of the first class to the end of the last.
- 7.6.4** Unless agreed to by the affected faculty member, no less than twelve (12) hours will elapse between the end of the last class on one teaching day and the beginning of the first class on the next working day.

## **7.7 Preparations**

Instructors will typically be assigned up to three (3) different course preparations

per semester for their regular load; however, the responsible Dean may require more preparations under certain circumstances such as underloads or programmatic needs.

## 7.8

### **Reassigned Time**

Faculty may be reassigned to other work equivalent to a certain percentage of their annual load. Before a faculty member is reassigned to a task leading or working with other faculty, he or she must be appointed by the Academic Senate.

Reassigned time will be assigned as follows:

Chair, Curriculum Committee, 40%

President, Academic Senate, 60% for 10 months\*

President, MCFT, 40%

Vice-President, Academic Senate, 20%\*\*

Student Learning Outcomes Committee Chair, 20%

\* Academic Senate President will be paid for 120 hours at the overload rate for work completed outside the standard contract period. 40 hours will be paid with end of month payroll in February and 80 hours in August for work completed within the corresponding break period.

Release time for Academic Senate President will increase to 40% per semester (equating to 80% annual release) for the semester before and of the 7 year comprehensive ACCJC accreditation visit.

\*\*Academic Senate Vice President will be paid for 60 hours at the overload rate for work completed outside the standard contract period. 20 hours will be paid with end of month payroll in February and 40 hours in August for work completed within the corresponding break period.

## 7.9

### **Responsibilities for All Faculty**

**7.9.1** Report on time for all assignments, including classes, committee meetings, faculty meetings, and other meetings.

**7.9.2** Attend all in-service days and commencements as scheduled. When circumstances prevent attendance, the faculty member must notify the responsible administrator in advance and complete an absence form.

**7.9.3** Attend faculty meetings as scheduled by the Superintendent/President, the Vice President of Education and Student Services, or a Dean at least five (5) working days in advance between 9:00 a.m. and 5:00 p.m. on an instructional day. Whenever possible, an agenda will be distributed two (2) days or more in advance. A faculty member may be excused in advance by the

supervising administrator to teach as class, attend a student meeting, or for other extenuating circumstances.

- 7.9.4** Complete nine (9) individually-designed professional development/flex days – a total of fifty-four (54) hours, six (6) hours/day. Three (3) of the nine (9) days are designated for work on Program Review and SLO assessment. Flex activity must be pursuant to the Flex Handbook, including a plan and a completion report which are reviewed and approved by the Flex Committee and the responsible Dean. In consultation, the Vice-President of Education and Student Services, the Director of Human Resources, and the Flex Committee will update the Flex Handbook as needed.
- 7.9.5** Serve on college committees when it does not interfere with teaching assignments. These include, but are not limited to, selection committees, advisory committees, discipline-specific meetings, planning meetings, committees and/or meetings for the purpose of shared governance, MCFT executive committee, etc. Faculty members on committees that meet on Fridays must attend those meetings. Serving in leadership roles for professional associations and representing the college on external advisory, steering or other committees may also satisfy this requirement as agreed to by the faculty member and the responsible Dean.
- 7.9.6** Participate in full-time and/or part-time faculty evaluations.
- 7.9.7** Coordinate the work of classified or student workers in the discipline, including verifying timesheets, and collaborating with the supervising administrator to conduct evaluations.
- 7.9.8** Participate in the development of an annual budget for the discipline, submit purchase orders in a timely manner, and maintain related records.
- 7.9.9** Participate in the completion of program review.
- 7.9.10** Develop and assess student learning outcomes and/or service area outcomes in the discipline or unit, at both course and program level as applicable.
- 7.9.11** Participate in the processes of shared governance.
- 7.9.12** Secure and properly store equipment assigned to discipline; conduct a periodic inventory of equipment.
- 7.9.13** Participate in activities to promote articulation with local high schools and four-year colleges as mutually agreed upon with the responsible

administrator.

## **7.10 Responsibilities for Classroom Faculty**

- 7.10.1** Meet classes and conduct finals as included in the college schedule of classes.
- 7.10.2** Prepare classroom presentations, student activities, and assignments; teach class hours; evaluate student's performance based on quizzes, comprehensive examinations, finals and/or other assignments appropriate to the course outline.
- 7.10.3** Teach courses in accordance with the description published in the catalog, the course outline, and the schedule of classes.
- 7.10.4** Prepare a syllabus for each course and distribute it to students at the first class meeting of the semester and/or electronically. The syllabus will outline the objectives of the course, student learning outcomes, the grading plan, the means of assessing student achievement, reading assignments, and other pertinent details which will ensure the students' understanding of the nature and goals of the course. Copies will be submitted to the responsible Dean.
- 7.10.5** Post and maintain a minimum of five (5) office hours per week during the academic year, distributed over at least four (4) days per week unless otherwise excepted, to allow adequate opportunity for student consultation. For online instructors, at least four (4) on campus office hours will be held as stated above. One (1) office hour may be held online for distance education purposes. Exceptions may be mutually agreed upon by the faculty member and the responsible Dean.
- 7.10.6** Prepare and submit accurate and timely student reports, such as grades and attendance for Admissions and Records, various Student Services reports, and those required by Athletics.
- 7.10.7** Participate in curriculum development, review, modification and deletion according to the guidelines and schedule for approval of the Curriculum Committee.
- 7.10.8** Maintain currency in the classroom as necessary by analyzing, coordinating, and developing instructional materials; reviewing current literature and texts in the discipline; making recommendations for the college library collection; conferring with other faculty and the responsible Dean on curricular matters; and attending inter- and intra-college conferences and meetings of advisory committees.
- 7.10.9** Provide input and assistance to the responsible Dean regarding the schedule of classes, schedule changes, and the recruitment and assignment

of part-time faculty in the instructor's discipline. Collaborate with the Centers concerning classes in the instructor's discipline.

## **7.11 Counselors**

### **7.11.1 Work Year and Work Days**

The base work year for Counselors will be one hundred seventy- five (175) days:

including 164 8-hour duty days scheduled from July 1 through June 30,

- the 164 direct service days and two (2) district-organized, mandatory-attendance professional development/flex days designated on the academic calendar.
- One (1) mandatory-attendance professional development/flex day in either the Fall or Spring semester; the date and content shall be co-organized by the Academic Senate and the Instruction Office. This additional mandatory flex day shall not occur prior to the first day of instruction.
- eight (8) individually-designed professional development/flex days, forty-eight (48) hours, six (6) hours/day. Three of the eight days are designated for work on Program Review and SLO assessment.

### **7.11.2 Work Schedule**

Prior to May 31<sup>st</sup>, the immediate supervisor will develop the annual work schedule for each Counselor for the following year, considering department needs and in consultation with the Counselor.

### **7.11.3 Work Hours**

**7.11.3.1** 85% of the work week will be spent providing direct services to students individually or in groups, and counseling activities directly related to student contact excluding activities listed in Section 7.9 15% of the work week will be spent on faculty responsibilities required in Section 7.9.

**7.11.3.2** A counselor's daily work schedule will consist of contiguous hours that may be exclusively daytime hours or a combination of day and evening hours.

### **7.11.4 Overload**

A Counselor may teach designated; District assigned class(es) (paid as a part of the contracted annual salary) or elect to teach the class(es) as an

overload of their counseling load, and be paid at the overload hourly rate, as mutually agreed to by the responsible Dean(s) and the Counselor.

## **7.12 Head Librarian**

### **7.12.1 Work Year, Work Days and Work Hours**

The work days are identified in Section 7.1. Work hours are eight (8) per day.

### **7.12.2 Work Duties**

Work duties which include circulation/reference, technical processing, instruction, acquisition, public service and coordination of staff are described in the District job description.

### **7.12.3 Overload**

In addition to the full-time Head Librarian assignment, the Head Librarian may teach as an overload, and be paid at the overload hourly rate, as mutually agreed to by the responsible Dean(s) and the Head Librarian.

## **7.13 Instructor/Director-Cooperative Work Experience Education**

### **7.13.1 Work Days and Work Hours**

The work days are identified in Section 7.1. Work hours are eight (8) per day.

### **7.13.2 Work Duties**

Work duties which include directing the Cooperative Work Experience Education Program and instructing 125 Work Experience students per semester are described in the District job description.

### **7.13.3 Overload**

The Instructor/Director and other faculty may earn overload compensation for instructing work experience students at the rate of 3 hours per student paid at the assigned overload hourly rate.

Compensation is based on student enrollment as of the first census date and is adjusted for students who add Work Experience subsequent to that date. (Note: 1 student = .004 FTE) In addition, the full-time Instructor/Director may teach as an overload and may bank the identified overload FTE percent worked or be paid for the course at the overload hourly rate (as indicated on the Full-Time Faculty Overload and Summer Session Salary Schedule [Exhibit 7]).

### **7.13.4 Underload**

If the Instructor/Director does not have 250 work experience students by the end of the academic year, the identified underload will be carried forward and factored into the Instructor/Director's annual workload



requirement for the following year. An underload can be balanced with banked load, teaching additional load, reassigned time, and/or a special project assigned by the responsible Dean.

#### 7.14 **Additional Responsibilities for Specified Faculty Positions**

Additional responsibilities for the following full-time faculty positions are included in the District job descriptions:

Counselor/Coordinator – Transfer Counselor & Articulation Officer  
(211 days)  
Counselor/Coordinator-Disability Resource Center  
Counselor/Coordinator – Mental Health and Wellness (211 days)  
Head Librarian  
Instructor/Assistant Director-Nursing  
Instructor/Director - Agriculture and Natural Resources  
Instructor/Distance Education Coordinator (193 days)  
Instructor/Learning Disability Specialist (193 days)  
Instructor/Technical Theater  
Instructor/Director – Physical Therapy  
Instructor/Director- Clinical Education  
Instructor/Coordinator – Construction  
Others which may be established by the Board of Trustees

### **ARTICLE 8 – EVALUATION PROCESSES**

#### 8.1 **Instructors**

##### 8.1.1 **Purpose**

The purpose of this evaluation process is to recognize the strengths and achievements of the Instructor and encourage improvement in job performance through a regular, formal review focusing on self-awareness, instructional effectiveness, and the practice of varied and effective instructional activities.

##### 8.1.2 **Content**

Instructor evaluations (Exhibit 2) are comprised of:

- Peer and Dean Evaluation (Form A)
- Self-Assessment (Form B)
- At least one classroom visit or online class review by each evaluation team member, including student evaluations (Form C). For probationary faculty, student evaluations will be conducted for all courses taught, if practicable.
- Evaluation by classified staff in the department (Form D)

##### 8.1.3 **Schedule**

The Instruction Office will conduct a training on how to conduct evaluations each fall. Probationary Instructors will be evaluated at least

once each academic year by the end of the Fall Semester. Tenured Instructors will be evaluated by June 1st every three years. Categorically funded temporary instructors will be evaluated at least once a year by the end of the Fall Semester; after three satisfactory evaluations, they will be evaluated by June 1 every three years of employment.

#### **8.1.4 Process**

##### **8.1.4.1 Composition of Evaluation Teams**

The responsible Dean and the MCFT President (or designee) will select, by mutual agreement, the faculty peers for evaluation teams. The Dean will act as Team Leader. The faculty peers shall be full-time tenured faculty members or categorical members employed for more than four years, Faculty peers will, whenever possible, be appointed from the same or related departments or selected for their knowledge of online instruction.

In the event that a faculty peer can no longer serve on the team, the Dean and MCFT will agree upon a replacement.

- **Probationary Instructors**

Each Evaluation Team will include the Dean and two faculty peers and will remain constant throughout the tenure process. In the event that a faculty peer can no longer serve on the team, the Dean and MCFT will agree upon a replacement. In the event of a change in employment status within the college, the Dean may choose to remain on the team or MCFT and the District will choose a replacement after consultation with the faculty member being evaluated. If the Dean is not available for any other reason, a new responsible Dean will be assigned by the District after consultation with the evaluatee.

The Instructor may request that a discipline expert from outside the college, who is acceptable to the Instructor and the Evaluation Team, serve as a consultant to the team. The consultant will have no vote but, if requested by any member of the team or the Instructor, will observe the Instructor's course/s and provide written feedback to the team. Such comments will be included in the evaluation report if requested by any member of the team or the Instructor.

- **Categorically Funded Temporary Instructors**

Each Evaluation Team will include the Dean and two faculty peers and will remain constant throughout the process. In the event that a faculty peer can no longer serve on the team the Dean and MCFT will agree upon a replacement.

The Instructor may request that a discipline expert from outside the college, who is acceptable to the Instructor and the Evaluation Team, serve as a consultant to the team. The consultant will have no vote but, if requested by any member of the team or the Instructor, will observe the Instructor's course/s and provide written feedback to the team. Such comments will be included in the evaluation report if requested by any member of the team or the Instructor.

- **Tenured Instructors**

Each Evaluation Team will include two faculty peers. The Dean or the Evaluatee may choose that the Dean observe in-addition to the two peers. When two peers comprise the team, the Dean will be present at all meetings and have the opportunity to make evaluative comments on Form A.

#### **8.1.4.2 Planning Conference**

The Dean will schedule the Planning Conference. For Probationary and Catorgically Funded Temporary Instructors, this meeting will occur prior to the fourth week of the first semester of employment and by the eighth week for the other years, unless extenuating circumstances are documented in writing.

For tenured instructors, the planning conference will occur prior to the eighth week of the semester of evaluation.

The Evaluation Team will meet with the Instructor to review the Tenure Review Procedure (if applicable) and the evaluation process, develop a completion timeline, arrange classroom visits (team members will visit different courses), and discuss any prior objectives.

The Instructor will email the completed Self- Assessment to the team members prior to the scheduled classroom visits. The Dean will email Form D to any classified employees in the

instructor's department and request a response by a designated date.

If the Instructor serves as a Program Director or has reassigned time for a project/program, the Evaluation Process for Program Director/Reassigned Time will also be completed as part of the overall evaluation and will also be reviewed at the Planning Conference.

#### **8.1.4.3 Classroom Visits**

The Instructor will provide copies of the syllabus/course handout materials to the team member when he/she visits the class. Team members will observe classroom activity for the full class period or two hours, whichever is less, with the intent of completing the applicable sections of Form A, Evaluation Summary. For online classes, the team members may review the whole course up through the dates of the evaluation.

Team members will also administer the Student Evaluation, Form C. (For Probationary Instructors, student evaluations will be conducted between the 8<sup>th</sup> and 12<sup>th</sup> weeks of the semester for all courses, if practicable.)

#### **8.1.4.4 Team and Student Evaluation Summaries**

As they prepare Form A, team members shall refer to the Instructional Faculty Evaluation Guide for criteria on which to base their evaluation. The Guide will be maintained in the Instruction office. Updates to the Evaluation Guide will be made in collaboration with Academic Senate and MCFT designees. At a minimum, the Evaluation Guide will be reviewed every three years; changes will be effective beginning the following fall semester.

The Dean will combine the ratings and individual comments from team members on Form A and the student ratings from Form C for each course. Verbatim comments from Form C will be attached, provided to evaluation team members and the faculty member being evaluated, and included with evaluation documents.

The team will note recommendations and any professional development plan/follow-up needed, or if a probationary instructor, any correction action plan needed. Team members will review and finalize this information and provide copies to the Instructor at least 48 hours in advance of the Summary Conference

#### **8.1.4.5 Summary Conference**

The evaluation team will meet with the Instructor to review the completed evaluation materials with the Instructor, including any recommendations and professional development plan/follow-up needed. For probationary and categorically-funded temporary Instructors, this conference will be held before the end of the Fall Semester and will follow the guidelines included in the Faculty Tenure Review Procedure.

The Instructor will be asked to sign the Evaluation Summary. Signature indicates only an awareness of the evaluation report. The Instructor is not required to agree or disagree with the information and, as indicated on Form A, may attach her/his written comments within ten (10) days of the Summary Conference. With written notice at any time during these ten (10) days, a five (5) day extension will be granted by the District. Days are defined as work days.

#### **8.1.4.6 Personnel File**

After review and signature by the Vice-President, the evaluation packet, including Form A, the Self-Assessment, a summary of Form C, and any written attachments will be forwarded to the Superintendent/President for review and signature. The complete packet will then be forwarded to Human Resources for inclusion in the Instructor's personnel file as a permanent evaluation record (along with the Program Director/Reassigned Time evaluation, if applicable).

## **8.2 Counselors**

### **8.2.1 Purpose**

The purpose of this evaluation process is to recognize the strengths and achievements of the Counselor and encourage improvement in job performance through a regular, formal review focusing on self-awareness, counselor effectiveness, and the practice of varied and effective counseling activities.

### **8.2.2 Content**

Counselor evaluations (Exhibit 3) are comprised of :

- Peer and Dean Evaluation (Form A)
- Self-Assessment (Form B)
- Student Evaluation (Form C)
- Evaluation Summary (Form D)

### **8.2.3 Schedule**

Probationary Counselors will be evaluated at least once each academic year by the end of the Fall Semester. Tenured Counselors will be evaluated by June 1st every three years. Categorically funded temporary Counselors will be evaluated at least once a year by the end of the Fall Semester; after three satisfactory evaluations, they will be evaluated by June 1st every three years of continuous employment.

## **8.2.4 Process**

### **8.2.4.1 Composition of Evaluation Teams**

The responsible Dean and the MCFT President (or designee) will select, by mutual agreement, the faculty peers for evaluation teams. The Dean will act as Team Leader. The faculty peers shall be full-time tenured faculty members or categorical members employed for more than four years, Faculty peers will, whenever possible, be appointed from the same or related departments or selected for their knowledge of online instruction. In the event that a faculty peer can no longer serve on the team, the Dean and MCFT will agree upon a replacement.

- **Probationary Counselors:** Each Evaluation Team will include the Dean and two faculty peers and will remain constant throughout the tenure process. In the event that a faculty peer can no longer serve on the team, the Dean and MCFT will agree upon a replacement. In the event of a change in employment status within the college, the Dean may choose to remain on the team or MCFT and the District will choose a replacement after consultation with the faculty member being evaluated. If the Dean is not available for any other reason, a new responsible Dean will be assigned by the District after consultation with the evaluatee.
- **Tenured Counselors:** Each Evaluation Team will include two faculty peers. The Dean or the Evaluatee may choose that the Dean observe in addition to the two peers. When two peers comprise the team, the Dean will be present at all meetings and have the opportunity to make evaluative comments on Form A.
- **Categorically Funded Temporary Counselors**  
Each Evaluation Team will include the Dean and two faculty peers and will remain constant throughout the process. In the event that a faculty peer can no longer serve on the team, the Dean and MCFT will agree upon a replacement. The Counselor may request that a discipline expert from outside the college, who is acceptable to the Instructor and the Evaluation Team, serve as a consultant to the team. The consultant will have no vote but, if requested by any member of the team or the Counselor, will observe the Instructor's course/s and provide written feedback to

the team. Such comments will be included in the evaluation report if requested by any member of the team or the Instructor.

#### **8.2.4.2 Planning Conference**

The Dean will schedule the Planning Conference. For probationary and categorically funded temporary Counselors, this meeting will occur prior to the fourth week of the first semester of employment, and by the eighth week for the other years, unless extenuating circumstances are documented in writing.

For tenured counselors, the planning conference will occur prior to the eighth week of the semester of evaluation.

The Evaluation Team will meet with the Counselor to review the Tenure Review Procedure (if applicable) and the evaluation process, develop a completion timeline, arrange for the evaluator observations, and discuss any prior objectives.

If the Counselor serves as a Program Director or has reassigned time for a project/program, the Evaluation Process for Program Director/Reassigned Time will also be completed as part of the overall evaluation and will also be reviewed at the Planning Conference.

The completed Self-Assessment will be emailed to the Evaluation Team prior to the observations. The completed Evaluator Observation reports will be provided to the Dean prior to the Summary Conference.

#### **8.2.4.3 Student Component**

A minimum of two student conferences will be observed by each evaluator. Time spent for such evaluations will be equal to or greater than 1.5 hours, even if observing more than 2 conferences is necessary to meet that requirement. Form C, Student Evaluation, will be given to 25-30 students during a two-week period of registration as they leave their counseling appointments.

#### **8.2.4.4 Team and Student Evaluation Summaries**

The Dean will summarize the student ratings on Form C. Verbatim comments from Form C will be provided to evaluation team members and the faculty member being evaluated, and included with evaluation documents. When peer and student observations are completed, the Evaluation Team will jointly complete Forms A and D, noting any recommendations and professional development plan/follow-up needed, or if a probationary instructor, any corrective action plan needed. Team members will review and finalize this information and provide

copies to the Counselor at least 48 hours in advance of the Summary Conference.

#### **8.2.4.5 Summary Conference**

The Evaluation Team will meet with the Counselor to review the completed evaluation materials including any recommendations and professional development plan/follow-up needed. For probationary Counselors, this conference will be held before the end of the Fall Semester and will follow the guidelines included in the Faculty Tenure Review Procedure.

The Counselor will be asked to sign the Evaluation Summary. Signature indicates only an awareness of the evaluation report. The Counselor is not required to agree or disagree with the information and, as indicated on Form D, may attach her/his written comments within thirty (30) days of the Summary Conference.

#### **8.2.4.6 Personnel File**

After review and signature by the Vice-President, the evaluation packet including Forms A, B, C, and D, and any written attachments, will be forwarded to the Superintendent/President for review and signature. The complete packet will then be forwarded to Human Resources for inclusion in the Counselor's personnel file as a permanent evaluation record (along with the Program Director/Reassigned Time evaluation, if applicable).

### **8.3 Head Librarian**

#### **8.3.1 Purpose**

The purpose of this evaluation process is to recognize the strengths and achievements of the Head Librarian and encourage improvement in job performance through a regular, formal review focusing on self-awareness, job effectiveness, and the practice of varied and effective activities related to the assignment.

#### **8.3.2 Content**

The Head Librarian evaluation (Exhibit 4) is comprised of:

- Evaluation Summary (Form A)
- Self-Assessment (Form B)
- Faculty Evaluation (Form C)
- Student Evaluation - Reference (Form D)
- Student Evaluation - Library Orientation (Form E)
- Staff Evaluation (Form F)

#### **8.3.3 Schedule**

A probationary Head Librarian will be evaluated at least once each year by the end of the Fall Semester. A tenured Head Librarian will be evaluated



by June 1st every three years.

### **8.3.4 Process**

#### **8.3.4.1 Composition of Evaluation Team**

The responsible Dean and the MCFT President (or designee) will select, by mutual agreement, the faculty peers for evaluation teams. The Dean will act as Team Leader. The faculty peers shall be full-time tenured faculty members or categorical members employed for more than four years. In the event that a faculty peer can no longer serve on the team, the Dean and MCFT will agree upon a replacement.

Each Evaluation Team will include the Dean and two faculty peers and will remain constant throughout the tenure process. In the event that a faculty peer can no longer serve on the team, the Dean and MCFT will agree upon a replacement. In the event of a change in employment status within the college, the Dean may choose to remain on the team or MCFT and the District will choose a replacement after consultation with the faculty member being evaluated. If the Dean is not available for any other reason, a new responsible Dean will be assigned by the District after consultation with the evaluatee.

The Head Librarian may request that a discipline expert from outside the college, who is acceptable to both the Head Librarian and the Evaluation Team, serve as a consultant to the team. The consultant will have no vote but, if requested by any member of the team or the Head Librarian, will observe the team. Such comments will be included in the evaluation report if requested by any member of the team or the Librarian.

Each Evaluation Team will include two faculty peers. The Dean or the Evaluatee may choose that the Dean observe in addition to the two peers. When two peers comprise the team, the Dean will be present at all meetings and have the opportunity to make evaluative comments on Form A.

#### **8.3.4.2 Planning Conference**

The Dean will schedule the Planning Conference.

For a probationary Head Librarian, this meeting will occur prior to the fourth week of the first semester of employment, unless extenuating circumstances documented in writing.

For a tenured Head Librarian, the planning conference will occur prior to the eighth week of the semester of evaluation.

The Evaluation Team will meet with the Head Librarian to review the Tenure Review Procedure (if applicable), the evaluation process,

develop a completion timeline, including student, faculty, and staff evaluations (Forms C,D,E, and F), library orientation/information session observations and discuss any prior objectives.

- At least two members of the evaluation team will observe the Head Librarian instruct an orientation session to students. They will administer the related student evaluation at that time.
- Form D, Student Evaluation of Reference Assistance, will be given to at least 20 students. The Head Librarian will provide a list of students that have been served that semester to the Dean. The ratings and verbatim comments will be summarized in writing. Verbatim comments from Form D will be attached, provided to evaluation team members and the faculty member being evaluated, and included with evaluation documents.
- Form E, Student Evaluation of Library Information Session, will be administered by the evaluation team members during their observations. The ratings and verbatim comments will be summarized in writing. Verbatim comments from Form E will be attached, provided to evaluation team members and the faculty member being evaluated, and included with evaluation documents.
- Form C, Faculty Evaluation, will be given to all FT Faculty and a list of adjunct faculty provided by the Head Librarian. Evaluations will be returned to the Dean.
- Form F, Staff Evaluation, will be given to the permanent classified employees and hourly Librarians assigned to the Library and will be returned to the Dean.
- Form B, Self-Assessment will be completed by the Head Librarian and emailed to the Evaluation Team.

#### **8.3.4.3 Team and Evaluation Summaries**

The Dean will summarize the information received on Forms C and D. The Evaluation Team will consider this information before completing the Evaluation Summary, but will not attach it to the Evaluation Summary report.

The Evaluation Team will review all information, complete Form A, Evaluation Summary, and note any recommendations and professional development plan/follow-up needed, or if a

probationary instructor, any corrective action plan needed. A copy will be provided to the Head Librarian at least 48 hours in advance of the Summary Conference.

#### **8.3.4.4 Summary Conference**

The Evaluation Team will meet with the Head Librarian to review the completed evaluation materials, including any recommendations and professional development plan/follow-up needed.

For a probationary Head Librarian, this conference will be held before the end of the Fall Semester and will follow the guidelines included in the Faculty Tenure Review Procedure.

The Head Librarian will be asked to sign the Evaluation Summary. Signature indicates only an awareness of the report. The Head Librarian is not required to agree or disagree with the information and, as indicated on Form E, may attach her/his written comments within thirty (30) days of the Summary Conference.

#### **8.3.4.5 Personnel File**

After review and signature by the Vice-President, the evaluation packet, including Form B, the Self-Assessment, the student evaluation summary, and any written attachments will be forwarded to the Superintendent/President for review and signature. The complete packet will then be forwarded to Human Resources for inclusion in the Head Librarian's personnel file as a permanent evaluation record.

### **8.4 Program Director/Reassigned Time**

#### **8.4.1 Purpose**

This evaluation process is for full-time faculty whose assignment includes serving as program director or who has reassigned time for project/program. The process provides an opportunity to recognize the strengths and achievements of faculty members for this portion of their assignment and encourage improvement in job performance. The Evaluation Team will complete this evaluation. If the supervising administrator is not part of the team, they will work with the team to complete it.

#### **8.4.2 Process**

Evaluation Report (Exhibit 5) will be completed in addition to the Instructor or Counselor Evaluation as part of the overall evaluation, if applicable.

The faculty member will refer to the Evaluation Report and complete a Self-Assessment by evaluating in writing their effectiveness in each of the six

evaluation categories: Programmatic Knowledge/Skills; Planning and Organizing; Decision-Making and Problem-Solving; Communication Skills; Department/Program Coordination; and Work Standards. Both strengths and areas where professional growth may be needed should be addressed, as well as progress toward or achievement of objectives previously set for the evaluation period.

The faculty member will email the Self-Assessment to the Evaluation Team.

The supervising administrator will distribute an Evaluation Survey to permanent employees in the faculty member's department. With mutual agreement of the faculty member and the evaluation team, surveys can be sent to other District employees. After the surveys and Self-Assessment are returned, the supervising administrator will draft the Evaluation Report for review by the evaluation team. The team will note any recommendations and any professional development/follow up needed, or if a probationary instructor, any corrective action plan needed. Surveys are for review by the Evaluation Team only and will not become a part of the evaluation document. Surveys will be retained until the evaluation is signed.

The faculty member will meet with the Evaluation Team (and the supervising administrator if not on the team) to review the Self-Assessment and the Evaluation Report and develop objectives for the next evaluation period.

If the Instructor or Counselor wishes to have the supervising administrator's interpretation of the Evaluation Surveys reviewed, he/she may request such of the Vice-President of Education and Student Services. The supervising administrator and Vice-President will determine if any changes to the Evaluation Report should be made. The faculty member and supervising administrator will sign the Evaluation Report. The faculty member may submit a written response to the Evaluation Report. The Evaluation Report, Self-Assessment, objectives, and faculty response will be attached to the Instructor or Counselor evaluation and become part of the overall evaluation.

#### **8.5.1 Overload Classes:**

As a mechanism to evaluate and support non-instructional faculty in overload teaching assignments; they shall be evaluated in the first semester and every six semesters thereafter in alignment with adjunct evaluation cycles.

Faculty shall be evaluated in each discipline they are teaching, if they are teaching multiple classes within a discipline they may choose the course to be evaluated, however, they must have at least one class in each discipline evaluated.

These evaluations will have no impact on the full time evaluation/tenure

process and shall not be reviewed or considered by the evaluation committee.

During the tenure process, the evaluator for the overload assignment should not be a member of the evaluation/tenure committee.

### **8.5.2 Classes as a Part of Load:**

As a mechanism to evaluate and support non-instructional faculty with an instructional assignment as a part of their load;

The faculty member shall be evaluated as defined in 8.5.1., except during the first three years of the probationary period, when the faculty member shall be evaluated annually. When practicable, the evaluation shall be completed in the opposite semester of the non-instructional evaluation cycle.

This evaluation will be incorporated in the next regularly scheduled, non-instructional evaluation.

## **ARTICLE 9 TENURE REVIEW PROCESS**

**9.1** The timelines in the evaluation process are essential to a fair, professional and objectively administered process and should be adhered to. However, in unusual cases, dates may need to be extended and doing so will not constitute an abridgement of a probationary faculty member's rights. Lack of planning or difficulty adhering to the evaluation schedule due to workload or scheduling conflicts will not be considered an "unusual case" justifying such an extension.

If an extension is deemed necessary, the specific reason(s) will be put in writing, signed by the evaluation team members and the probationary faculty member, and included with the evaluation documents.

**9.2** The tenure review process for probationary faculty hired for less than 75% of the days in the academic year will begin in the subsequent academic year (California Education Code § 87605).

**9.2.1** Mid-year hires: Any probationary faculty member who is hired for an assignment beginning after the end of a fall semester shall be given a first-year employment contract covering the first three academic semesters. Mid-year hires shall be evaluated in the first semester of assignment with classroom visitations only. For the sole purpose of the probationary evaluation process, mid-year hires shall be considered as entering into the first probationary year in the first fall semester of the assignment. At that time all evaluation

processes and timelines shall be followed as defined in Article 8 - Evaluation Processes.

- 93** When a probationary faculty member is employed after an academic year begins and for more than 75% of the days in the academic year, a unique evaluation timeline for the first year will be developed by the evaluation team for that faculty member, as applicable to the assignment.
- 94** During the Summary Conference of the evaluation process, the evaluation team will meet with the probationary faculty member to review and discuss the completed evaluation documents.
- 95** The Evaluation Summary will include one of the following recommendations (a recommendation is not required in the third year of employment):
- 95.1** If a probationary faculty member is working under his/her first contract (a one-year contract), award a contract for the following academic year or not award a contract for the following academic year.
  - 95.2** If a probationary faculty member is working under his/her second contract (a one-year contract), award a contract for the following two academic years or not award a contract for the following two academic years.
  - 95.3** If a probationary faculty member is employed under his/her third consecutive contract (a two-year contract), grant tenure or not employ the probationary faculty member as a tenured employee.
- 96** If the recommendation is to not enter into a contract or to not grant tenure, a written report will be attached to the Evaluation Summary addressing specific aspects of the evaluation, the corrective action plan, and the probationary faculty member's response to the plan. If the recommendation is not unanimous, a minority report will also be attached. Copies will be provided to the probationary faculty member and the Superintendent/President.
- 9.7** The Superintendent/President will make a recommendation to the Board of Trustees.
- 9.7.1** The Superintendent/President may base her/his recommendation on matters that reflect the best interests of the District and the students of the District. Prior to making a recommendation, he/she may consult with other administrators regarding the probationary faculty member.

- 97.2 If the Superintendent/President does not agree with the recommendation of the evaluation team, she/he will meet with the team to discuss concerns. If the concerns are not resolved, the recommendations of both the Superintendent/President and the evaluation team will be forwarded to the Board of Trustees.
- 98 Before making a decision relating to the continued employment of a probationary faculty member, the Board of Trustees will receive and consider the recommendations of the Superintendent/President, and the evaluation team, if applicable, in a lawful meeting of the Board.
- 99 The Board of Trustees will give written notice of its decision and the reasons therefore to the probationary faculty member on or before March 15<sup>th</sup> of the academic year covered by the existing first or second one-year contract. When employed under the two-year, third contract, the probationary faculty member will be provided written notice on or before March 15<sup>th</sup> of the fourth year. The notice will be sent by registered or certified mail to the most recent address on file with Human Resources.
- 99.1 Failure to give the notice as required under the first contract will be deemed an extension of the existing one-year contract without change for the following academic year.
- 99.2 Failure to give the notice as required under the second contract will result in a third contract without change for the following two years.
- 99.3 Failure to give the notice as required under the two-year, third consecutive contract will be deemed a decision to employ the faculty member as a regular employee for all subsequent academic years.

## **ARTICLE 10 – SALARY**

### **10.1 Compensation Goal**

Annual salaries for faculty will be compared to the median statewide annual salaries for California Community College faculty based on a statewide survey mutually agreed to by the District and MCFT representatives. The District budgeting process should reflect the priority of the goal to meet or exceed the statewide salary median, within the constraints of the District's ability to generate and make available sufficient resources to support it.

### **10.2 Salary Schedule**

The Full-Time Faculty Salary Schedule is attached as Exhibit 6.

### **10.2.1 Initial Placement**

- 10.2.1.1** The Director of Human Resources will be responsible for the placement of full-time faculty on the salary schedule.
- 10.2.1.2** Official transcripts must be submitted for initial salary placement purposes. Only degrees and units from accredited institutions will be accepted. Units will be posted as semester units. Quarter units will be multiplied by two-thirds (.667) to determine semester units. A maximum of twenty-four (24) lower division units earned beyond the A.A. Degree and aside from degree requirements can be allowed for salary purposes.
- 10.2.1.3** Teaching and occupational experience must be verified by the prior employer. Part-time experience is acceptable and must be verified in terms of FTE.

### **10.2.2 Step Advancement**

Faculty members will be eligible to advance one (1) step on the salary schedule for each year of service. Faculty members who start mid-year will be eligible for a step the following year.

### **10.2.3 Column Advancement**

Faculty members may complete professional growth activities for advancement on the salary schedule including courses, workshops, conferences, seminars, institutes, and projects which support the faculty member's assignment or are of mutual advantage to the college and the faculty member. District-funded activities may not be used for salary advancement.

- 10.2.3.1** To participate in professional growth activities for salary advancement, a faculty member must complete a Request for Salary Advancement form (available from Human Resources) and have it approved by the responsible Dean prior to pursuing the activity.
- 10.2.3.2** A maximum of twenty-four (24) lower division units earned beyond the A.A. Degree and aside from degree requirements can be used for initial placement and column advancement. A faculty member enrolled in a course offered by the District must follow registration procedures, including payment of fees, and will be subject to the course



requirements. Faculty members may not register and receive credit for courses they teach.

**10.2.3.3** Semester units may be earned for activities not offered for credit, as follows: One (1) unit =thirty-six (36) hours for seminars, conferences, workshops, and institutes and fifty-four (54) hours for projects.

**10.2.3.4** Completion of an activity must be verified by the beginning of an academic year, as salary changes are not made after that time. Transcripts or grade reports for credit courses and supporting documentation for seminars, conferences, workshops, or institutes are submitted to Human Resources. Completion of a project is verified with the responsible administrator.

### **10.3 Overload and Summer Session Pay**

The Full-Time Faculty Overload and Summer Session Salary Schedule is attached as Exhibit 7. A faculty member's individual overload and/or summer assignment agreement indicates the dates compensation will be paid.

### **10.4 Non-instructional Rate**

Full time faculty shall be compensated \$50.00 per hour for non-instructional duties.

### **10.5 Stipend-Head Coach**

Full-time Head Coaches will receive a stipend annually for performing the duties listed below, which are above and beyond instructional time. (When the Full-Time Faculty Salary Schedule increases by an overall percent, this stipend will increase by the same percent.). See Exhibit 11.

Coaching: Coaches team; travels with the team; runs practices and meetings outside of instructional time; organizes the sport; monitors student-athlete eligibility; coordinates team travel arrangements; gathers statistics; and directs fundraising.

Recruiting: Contacts high school coaches to recruit seniors; personally attends athletic events in the recruiting district and/or receives scouting reports; is accessible to parents, students and coaches Fall and Spring Semesters and Summer Session.

Retention: Monitors attendance of athletes at study tables; conducts grade checks on athletes; stays in contact with athletic counselor as needed; runs off-season and summer programs for the individual development of players.

Matriculation: Communicates with four-year institutions regarding athletes; provides statistics, qualifications, and other information for each sophomore eligible to transfer;

updates matriculation lists annually.

**10.6 Stipend-Theatre Arts**

Theatre Arts faculty who direct and/or produce a production will receive a stipend per semester for the duties listed below, which are above and beyond instructional time, if the production is offered for credit and scheduled longer than ten (10) weeks. (When the Full-Time Faculty Salary Schedule increases by an overall percent, this stipend will increase by the same percent.). See Exhibit 11

Casting  
Technical production coordination Box office management  
Publicity  
Budget management Program preparation Research and preparation  
Rehearsal schedule development and coordination  
Costume inventory management  
Acquiring permission to use material  
Coordination with other departments as needed  
Sponsorship solicitation/fundraising  
Follow-up after completion of production

**10.7 Stipend-Music**

Music faculty who direct a large musical ensemble (Masterworks Chorale and Symphonic Band) will receive a stipend per semester for the duties listed below, which are above and beyond instructional time, if the production is offered for credit, is scheduled longer than ten (10) weeks, and the faculty member isn't paid by an outside organization. (When the Full-Time Faculty Salary Schedule increases by an overall percent, this stipend will increase by the same percent.) See Exhibit 11.

**Musical Ensemble Responsibilities**

Publicity  
Budget management Program  
preparation Research and  
preparation Purchasing music  
Music library maintenance  
Coordination with other departments as needed  
Rehearsal schedule development and coordination  
Acquiring permission to use material  
Instrument inventory maintenance  
Follow-up after completion of production

**10.8 Stipend- Art Gallery Director**

Faculty who coordinate Art Gallery exhibits will receive a stipend per semester for the duties listed below, which are above and beyond instructional time. (When the Full-Time Faculty Salary Schedule increases by an overall percent, this stipend will increase by the same percent.). See Exhibit 11.

Budget management  
Scheduling  
Work with Director of Community Relations on publicity and marketing

Transporting and cataloging art works  
Coordinate yearly student art exhibits  
Gallery opening receptions  
Tours for students and visitors  
Personnel management

**10.9 Stipend- Culinary Arts**

Faculty who coordinate food preparation and event production on campus or for college organized events off campus will receive a stipend per semester for the duties listed below, above and beyond instructional time, provided that there are two or more events with no funding provided by the District or third party (When the Full-Time Faculty Salary Schedule increases by an overall percent, this stipend will increase by the same percent.). See Exhibit 11.

**Responsibilities for Culinary Arts event production**

Additional maintenance of equipment  
Preparing menus  
Ordering of supplies  
Set up and breakdown  
Managing personnel

**10.10 Stipend- Automotive**

Automotive faculty who manage customer-paid repair activity will receive a stipend per semester for the duties listed below, which are above and beyond instructional time, provided that fifty (50) or more automobiles are serviced. (When the Full-Time Faculty Salary Schedule increases by an overall percent, this stipend will increase by the same percent.)

Interact with customers  
Buy and return parts and reconcile parts statements  
Research repair procedures and find alternatives for high priced parts  
Reconcile and proofread work orders  
Deposit funds  
Promote and receive donation vehicles; follow up on documentation  
Post-sale or post-repair follow up and customer satisfaction activities

**10.11 Stipend-Reassigned Time**

Faculty may choose to receive a stipend each semester instead of reassigned time, as follows:

Chair, Curriculum Committee  
President, Academic Senate  
President, MCFT  
Vice-President, Academic Senate  
Coordinator, Distance Education

(Whenever the Full-Time Faculty Salary Schedule increases by an overall percent, this

stipend will increase by the same percent.). See Exhibit 11.

### **10.12 Stipend-Assisting Part-Time Instructors**

All faculty will be paid a stipend of \$150 per semester for each part-time Instructor they assist (except Instructor/Directors who have coordination of part-time faculty as part of their job description) if the work is completed outside the established work week/day. Where there is more than one faculty member in a discipline, they will jointly determine the part-time Instructors they will assist. If an Instructor does not have a full load, the stipend will be paid only if there is written approval by the responsible Dean.

#### **10.12.1 Duties**

Assist the Deans as needed including interviewing and recommending part-time faculty; developing the class schedule for part-time faculty; orienting part-time faculty to the college and its processes such as ordering books and materials, department meetings, professional development opportunities and curriculum design; conducting part-time faculty evaluations that are due (unless there is an irresolvable time conflict) and working with them to complete Student Learning Outcomes as applicable.

#### **10.12.2 Pay Timeline:**

By October 1<sup>st</sup> and March 1<sup>st</sup>, Instructors must submit a stipend request to the responsible Dean identifying the part-time Instructors they will assist and notify the part-time Instructors what assistance they will provide. Instructors will conduct evaluations due, unless there is an irresolvable time conflict. By December 19<sup>th</sup> and May 19<sup>th</sup>, the Dean will inform Human Resources the stipend amounts to be paid. Student Evaluations and Form A must be received for pay to be processed.

### **10.13 Credit by Examination**

Each semester, Instructors will be compensated for three (3) hours at their overload rate for developing and administering a credit-by-examination when such is approved through the petition process. For each subsequent petition approved for the same class that semester, an additional hour will be paid.

### **10.13 Independent Study**

Each semester, Instructors will be paid twelve (12) hours at their overload rate for developing and administering an independent study program for each student enrolled in and completing an Independent 199 course in the Instructor's discipline, irrespective of the student's final grade. The instructor will follow the same format as the course outline of record. If a student withdraws from the course by the last day to withdraw from full-semester courses, the stipend will be reduced to eight (8) hours.

### **10.14 Hiring Committees**

Full time faculty who serve on hiring committees beyond their contract obligation receive hourly pay based on the non-instructional rate.

**10.15 Paycheck Dispersion**

All full time faculty may choose to receive their base compensation in either 10 or 12 monthly paychecks (subject to real time retirement and tax deductions)

**ARTICLE 11 – EMPLOYEE BENEFITS**

**11.1 Health Benefits**

- 11.1.1** The District agrees to maintain a health benefit program including family medical, dental, vision, prescription, and employee life insurance.
- 11.1.2** The District agrees to pay the premium costs for health benefits for all faculty working 0.79 FTE per year or more. Paid leaves of absence will not be construed as a break in service for the purposes of this section.
- 11.1.3** Probationary/tenured faculty working less than .79 FTE will pay a monthly payroll deduction for health benefits based on the District’s established annual rates for part-time, permanent staff.
- 11.1.4** If health benefits are discontinued due to a Qualifying Event such as resignation, retirement, dismissal, reduction of hours, unpaid leave of absence, death, etc., employees and/or dependents may be able to continue coverage at their own expense pursuant to federal law (COBRA) due to certain reasons and for specific amounts of time, as outlined in the Health Plan Document.
- 11.1.5** MCFT and the District agree to join with other employee groups to discuss health benefits, costs, and related issues, including potential changes.

**11.2 Retiree Health Benefit Plan**

**11.2.1 Eligibility**

**11.2.1.1 Employees hired prior to 7/1/11:** To participate, a faculty member must have fifteen (15) years service as a permanent employee of the District and be PERS or STRS retirement eligible. Should an active employee die when he/she has at least fifteen (15) years service as a permanent employee of the District and is at least 50 years old (PERS employee) or 55 years old (STRS employee), benefits will be extended to the spouse/registered domestic partner

and dependents according to the retiree health benefit provisions.

**11.2.1.2 Employees hired on or after 7/1/11:** To participate, a faculty member must be 58 years old and have twenty (20) years of service as a permanent employee of the District. Should an active employee die when he/she has at least twenty (20) years service as a permanent employee of the District and is at least 58 years old, benefits will be extended to the spouse/registered domestic partner and dependents according to the retiree health benefit provisions.

**11.2.2 Coverage**

**11.2.2.1** Medical, dental, prescription, and vision coverage will be equivalent to the active plan. Any coverage changes subsequently agreed to through the collective bargaining process for the active plan would also apply to retiree coverage.

**11.2.2.2 Employees retired on or before June 30, 2024**  
Retiree group coverage will terminate at age 65. Coverage for the spouse/registered domestic partner will be for a maximum of fifteen (15) years, or to age 65, whichever occurs first. Dependent children are covered until age 26, or as required by legal mandate. Continuation of dependent coverage is contingent upon election of Medicare Supplement through the Joint Trust.

**11.2.2.3 Employees Retired after June 30, 2024**  
Retiree group coverage will terminate at age 65. Coverage for the spouse/registered domestic partner will be for a maximum of fifteen (15) years, or to age 65, whichever occurs first. Dependent children are covered until age 26, or as required by legal mandate. Continuation of dependent coverage is contingent upon election of and premium contribution for the retiree's Medicare Supplement through the Joint Trust.

**11.2.2.4** The intent of this plan is to provide coverage until an individual is Medicare eligible. If Medicare eligibility changes from 65, the District will re-evaluate the age at which coverage under this plan terminates. This re-evaluation will occur on a timely basis, prior to when the change in Medicare age eligibility would be effective.

**11.2.2.5** The death of a retired employee participating in the retiree health benefit plan will not affect continued coverage of the spouse/registered domestic partner and dependents according to the retiree health benefit provisions.

**11.2.3**        **Contributions**

**11.2.3.1**        Eligible retirees who worked an average FTE less than 79% over their work history as a permanent employee will contribute the annual amount required of a less than 79% employee enrolled in the active plan, payable on a monthly basis.

**11.2.3.2**        Employees retired after June 30, 2024 who wish to maintain dependent coverage after attaining Medicare eligibility:

Upon Medicare eligibility, the retiree is responsible for associated premium for subscriber's (retiree's) Medicare supplemental coverage as determined by the premium structure of the particular plan year. Failure to contribute the subscriber's Medicare supplement premium amount will terminate eligibility for dependent coverage under the plan.

**11.3**        **Other Benefits**

**11.3.1**        **Health Screening**

The District agrees to provide annual health screening for the employee and for the spouse/registered domestic partner.

**11.3.2**        **Retiree Benefits at Own Expense**

Retired faculty may participate in the District's medical and dental benefit plan at their own expense, pursuant to Ed Code 7000, as outlined in the Health Plan Document.

**11.3.3**        **Flex 125 Plan**

The District will maintain an IRS 125 flexible spending plan, providing employees the option of using pre-tax dollars to pay for unreimbursed medical expenses, payroll deductions for medical premiums, and child and dependent care expenses.

**11.3.4**        **Retirement, Worker's Comp, Unemployment, Medicare**

The District will pay the employer's portion of the STRS retirement program, worker's compensation coverage,

unemployment insurance, and Medicare tax as prescribed by law.

**11.3.5 Retirement Option**

**11.3.5.1** When a faculty member retires under STRS, he/she may be employed for up to 15 equated hours (or the equivalent) during the following semester in exchange for compensation at the maximum annual STRS earnings limit for a retiree. If the faculty member is employed for less than 15 equated hours (or the equivalent), the annual STRS earnings limit for a retiree will be prorated and paid according to the FTE assignment.

**11.3.5.2** For faculty members working under this retirement option, health benefits will be provided only if he/she is participating in the Retiree Health Benefit Plan. Also, one hour of sick leave will be provided for every sixteen (16) hours worked.

**11.3.5.3** The District and the retiree will sign an agreement which includes the conditions of employment for the semester. If the retiree is unable to complete the assignment (for any reason), the STRS earning limit will be prorated and paid based on the percentage of the assignment completed.

**11.3.6 Physical Fitness Lab**

Faculty may use the physical fitness lab free of charge when the lab is open, if they have completed an orientation with the lab instructor and they do not displace a student.

**11.3.7 Child Care Subsidy**

The District will budget \$5,000 per year for a child care subsidy for full-time faculty for their children who are attending the college child care center. Each semester, \$2,500 will be made available to full-time faculty who apply for the subsidy in writing to Human Resources prior to the beginning of the semester. This amount will be prorated based on one child per full-time faculty member who will attend the Child Care Center. More than one child per full-time faculty member can qualify for the subsidy each semester if no other full-time faculty apply for the subsidy.

**ARTICLE 12 - WORKING CONDITIONS**



**12.1 Faculty Office Equipment/Supplies**

Each full-time faculty member will be provided a private office equipped with a desktop or laptop computer including network and internet services; a telephone with voice mail; a desk or work area; desk chair; guest chair; office supplies; storage space and shelves, including a locking cabinet or other provisions for securing confidential information. The office shall be properly maintained, lighted, ventilated, and heated/cooled.

The District shall provide necessary support services and equipment to faculty members in the carrying out of their instructional assignments. Support equipment shall be maintained and repairs shall be made within a reasonable time period. Services and equipment shall include, but are not limited to, the following:

- a duplicating services
- a printer and photocopy machine in all faculty workrooms
- a test scanner, FAX machine and shredder in Duplicating Services

**12.2 Classroom**

All classes shall be scheduled in rooms and laboratories that can adequately accommodate them and are properly cleaned, maintained, lighted, ventilated, and heated/cooled. Classrooms will include technology such as computers and audiovisual equipment that allow the instructor to use a variety of media.

**ARTICLE 13 – PERSONNEL FILES**

**13.1** There is one (1) official District personnel file for each faculty member located in Human Resources. These files will contain initial employment documents, performance evaluations, position descriptions, copies of payroll changes, and other pertinent official documents.

**13.2** Each faculty member may inspect his/her personnel file upon request, with the presence of a Human Resources employee. A faculty member may, upon his/her written authorization, designate a representative to review the file in his/her presence or absence. When a faculty member so authorizes a representative, MCFT and the faculty member agree to indemnify and hold harmless the District for any loss or damage whatsoever arising from that inspection or from operation of this section.

**13.2.1** Information of a derogatory nature will not be entered or filed unless the employee is given notice and an opportunity to review and comment on that information.

**13.2.2** Human Resources will forward to a faculty member a copy of any derogatory document to be placed in his/her personnel file, accompanied by a statement indicating that the document will be held for ten (10) working days from the date the copy is

sent. During this time the faculty member may submit any written comments regarding the document to Human Resources; the written comments will be attached to the document and placed in the personnel file. If no written comments are received, the document will be placed in the personnel file at the end of the ten (10) working days.

- 13.2.3** During the ten (10) working days, the originator of the document may elect to withdraw the request to have the document placed in the personnel file, and it will be withdrawn. However, once items are placed in the personnel file they are considered to be permanent and may not be removed.
- 13.2.4** A faculty member who chooses not to submit written comments within the ten (10) working days does not waive his/her right to have written comments attached to that particular document. A faculty member may attach written comments to any document in his/her personnel file at any time during normal working hours.
- 13.2.5** Nothing in this section will entitle a faculty member to review ratings, reports, or records obtained prior to his/her employment.

## **ARTICLE 14 - LEAVES**

### **14.1 Jury Duty and Witness Leave**

- 14.1.1** Leave of absence for jury service will be granted to a faculty member who has been officially summoned to jury duty in a local, state, or federal court. Leave will be granted for the period of the jury service.
- 14.1.2** The faculty member will receive full pay for such leave period provided the jury service fee for such service is assigned to the District. Reimbursement for mileage and meals may be retained by the faculty member.
- 14.1.3** Request for jury service leave will be made by presenting a copy of the official court summons for jury service to the responsible Dean.
- 14.1.4** Leave of absence to serve as a witness in a court case will be granted when the employee has been served a subpoena to appear as a witness, not a litigant, in a case when a copy of the subpoena is given to the responsible Dean. The leave will be granted for the number of days in attendance in

court as certified by the clerk or other authorized officer of the court. The faculty member will receive full pay during the leave period, if the witness fee for such leave is assigned to the District.

- 14.1.5** A faculty member who has received leave of absence for jury or witness service will be available for work when not required in court for more than three (3) hours during any one day.

## **14.2 Bereavement Leave**

- 14.2.1** Bereavement leave will be granted to employees due to, and at the time of, the death of a mother, father, grandmother, grandfather, son, son-in-law, daughter, daughter-in-law, brother, sister or grandchild of the employee or the spouse/registered domestic partner of the employee, or any relative living in the household of the employee.

- 14.2.2** Such leave of absence will be with pay and may not exceed three (3) days, or five (5) days if travel is required for a distance of five hundred (500) miles or more.

## **14.3 Sick Leave**

### **14.3.1 Basic Sick Leave**

Sick leave for illness or injury, hereinafter referred to as Basic Sick Leave, for full-time faculty will accrue at the beginning of each fiscal year as follows:

- Ten (10) days, or eighty (80) hours, for faculty working 175 days per year
- Eleven (11) days, or eighty-eight (88) hours for faculty working 193 days per year
- Twelve (12) days, or ninety-six (96) hours for faculty working 211 days per year

Sick leave will be prorated for faculty members employed less than full-time or less than the academic year.

- 14.3.1.1** Unused sick leave will accrue year to year and may be used during subsequent years of service.

- 14.3.1.2** Sick leave may be taken at any time during the fiscal

year, according to this article.

- 14.3.1.3** A faculty member on sick leave, or other paid leave, will continue to earn all leave benefits to which they are entitled.
- 14.3.1.4** A faculty member who is on a leave of absence without pay will retain all accumulated sick leave benefits, but will not accrue any additional sick leave during such periods of absence.
- 14.3.1.5** Unused accrued sick leave from the previous employer will be transferred to Mendocino College pursuant to the provisions in the Education Code. It is the responsibility of the faculty member to work with Human Resources to facilitate this transfer.
- 14.3.1.6** An absence due to illness (or for medical appointments) must be reported to the responsible Dean by the time the faculty member is scheduled to begin work, or as soon as possible. The faculty member will keep the Dean informed as to when they expect to return to work and will submit an absence form at the end of the month in which the absence occurred. Sick leave will be deducted at the rate of a full day (eight hours) or a half day (four hours) for any part of a day.
- 14.3.1.7** The District may require certification from a physician or other proof of illness or injury when an absence exceeds five (5) days.
- 14.3.1.8** When there is an extended use of sick leave, the District may request that a faculty member have an examination by a doctor selected jointly by the employee and the District to determine if the use of sick leave is appropriate. If the District and the faculty member are unable to agree upon a doctor, a doctor will be selected by the County Medical Association and both parties will be bound by that decision. The employee will authorize the doctor to provide a written certification to the District that a medical condition requiring the use of sick leave exists. The District will pay the costs of the examination.
- 14.3.1.9** At the time of retirement, any unused sick leave is reported to CalSTRS or CalPERS and may be converted to time worked as further described and defined by CalSTRS or CalPERS.

## **14.3.2 Excess/Overload Sick Leave**

- 14.3.2.1 Overload sick leave hours are separate from regular sick leave and will be referred to as Excess Sick Leave.
- 14.3.2.2 One (1) hour of Excess Sick Leave will accrue for every sixteen (16) section hours of overload. "Overload" is defined as load in excess beyond the 100% teaching load of the Fall/Spring semester; calculated on either an overload contract or a fractional overload.
- 14.3.2.3 Excess Sick Leave accrues during Summer teaching assignments.
- 14.3.2.4 Whenever sick leave hours are used by a faculty member, the District may draw from the Excess Sick Leave until depleted, then begin drawing from the accrued Basic Sick Leave.
- 14.3.2.5 Unused Excess Sick Leave are reported to STRS/CalPERS at the time of retirement in addition to any unused Basic Sick Leave.

### **14.3.3 Reporting Sick Leave**

- 14.3.3.1 Sick leave accrued while teaching overloads ("Excess Sick Leave") and any accrued Basic Sick Leave will be reported to each faculty member in their monthly check stub.

## **14.4 Compensation for Sick Leave**

Faculty are compensated for sick leave as follows:

- 14.4.1 Compensation for all sick leave to which the faculty member is entitled is paid first, based on the assigned work schedule and FTE workload.
- 14.4.2 When sick leave is depleted, fifty percent (50%) of the regular compensation to which the faculty member is entitled will be paid, not to exceed five (5) months.
  - a. The total extended sick leave and any other paid or unpaid leaves used by an employee, for any reason, may not exceed one year unless approved by the Superintendent/President on a case-by-case basis.

### **14.4.3 Catastrophic Leave**

When sick leave and any accrued load bank leave hours have been depleted, the Catastrophic Leave Bank becomes available. This bank contains sick hours donated by all constituent groups. For purposes of the Catastrophic Leave

Bank, any hour donated -- regardless of the pay scale of the individual donating it -- becomes available to someone who requests it, so long as they meet the qualifying guidelines as established by Human Resources. Nothing in this section guarantees that the bank contains hours. Availability is based on employee donations of sick leave.

- a. Human Resources will make every effort to maintain a sufficient number of available hours in the Catastrophic Sick Leave bank, including direct solicitations and/or other methods of increasing awareness so that Mendocino College employees can donate portions of their already-accrued sick leave.
- b. Human Resources will provide guidelines for donating and obtaining Catastrophic Leave Bank hours.
- c. Human Resources will conduct, at minimum, one annual drive to encourage faculty to donate hours and publicize this benefit. This project may include email notices or announcements.

#### **14.5 Maternity Leave**

**14.5.1.** Any period of actual physical disability connected with a disability caused, or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery therefrom, shall be treated as any other physical disability and any accrued sick leave benefits shall be available to the employee. Physical disability for purposes of this policy, shall be defined as a period during which the employee is unable to perform job-related duties; based on the written statement from the employee's physician provided

**14.5.2** Complications arising from pregnancy shall be treated in the same manner as other absences for illness.

#### **14.6 Parental Leave**

**14.6.1** Parental leave may be taken by a Certificated Faculty who is eligible for California Family Rights Act (CFRA) Leave; for the purpose of bonding after the birth of an employee's child or the adoption of a child by employee or placement of foster child with an employee.

**14.6.2** Term of leave period may not exceed the statutory allotment defined by CFRA. Compensation is subject to employee's sick leave balance and eligibility for CFRA .

- a. Sick leave may be used for full pay during bonding period. Should an employee exhaust all available sick leave, the rate of pay will continue at 50% of regular rate through the end of the CFRA period.

**14.6.3** Parental Leave is calculated independently of Pregnancy Leave provisions defined in Article 14.5

**14.6.4** Parental Leave must be taken within the first year of birth or placement.

**14.6.5** Under CFRA, parents with the same employer (inclusive of those in different bargaining units) may only take a combined total the maximum allowable under CFRA within the first year of birth or placement.

#### **14.7 Personal Necessity Leave**

**14.7.1** Up to six (6) days of sick leave may be used each work year for the following personal necessity reasons:

- a. Serious illness or death of an immediate family member when additional leave is required beyond that provided in Bereavement Leave, Section 14.2.

- 1. The six day limit may be waived by the District under extenuating circumstances such as the death or catastrophic illness or injury of the employee's spouse, parent or child.

- b. Accident, involving the person or property of a faculty member, or the person or property of a member of his/her immediate family.

- c. Appearance in any court or before any administrative tribunal as a witness under subpoena, as a litigant, or any order made with jurisdiction.

- d. Such other reasons considered necessary and approved by the responsible Dean.

**14.7.2** Three (3) of the six (6) days per year may be taken as "confidential" personal necessity leave days. The faculty member will notify the responsible Dean that he/she will be taking personal necessity leave, and may decline to state the reason.

#### **14.8 Leave Without Pay**

- 14.8.1** A written request for leave without pay for up to one (1) year may be submitted to the responsible Dean. Approval of such leave may depend on the availability of qualified substitute(s), as determined by the Dean. Unpaid leave of one (1) semester or less requires approval of the Dean and Vice President. Unpaid leave of more than one semester requires additional approval of the Superintendent/President, and Board of Trustees. Leave without pay for less than five (5) days does not require board approval.
- 14.8.2** Requests must be submitted by September 15 (for Spring semester) or February 15 (for Fall Semester). Substitute plans are required concurrently with request.
- 14.8.3** Approval of such request is subject to formal written response.
- 14.8.4** Faculty members on leave for one (1) semester or more must notify the responsible Dean in writing **ninety(90)** days prior to the beginning of the next semester if he/she intends to return to work. If written notice is not received, the employee will, with fifteen (15) days written notice from the District, be considered as having resigned.
- 14.8.5** Faculty members on unpaid leave have the option to remain on the District's health benefit plan at their expense (defined by monthly tiered rates of current benefit plan year)
- 14.8.6** A faculty member returning from leave without pay will have the same rights as all other faculty members.

**14.9 Legislative Leave**

Faculty members elected to the legislature will be granted an unpaid leave of absence by the District during the term of service in the legislature.

**14.10 Military Leave**

Regular compensation will be paid when absent from work due to ordered service for the National Guard up to thirty (30) calendar days in any one fiscal year. "Ordered" service is a written command from National Guard headquarters which cannot be lawfully disregarded by the individual named in the duty orders. A copy of such order duly endorsed by the military authority involved must be provided to Human Resources.

**14.11 Family and Medical Leave**



**14.11.1 Eligibility and Reasons for Leave**

A faculty member employed by the District for at least twelve (12) months who has worked full-time (or 1250 hours) during the 12 months immediately prior to the date the leave would begin will be granted an unpaid leave of absence for the following reasons:

**14.11.1.1** Birth of a child or to care for a newborn child of the employee or the placement of a child with the employee in connection with the adoption or foster care of a child, within one year of the event.

- a. "Child" is a biological, adopted, or foster child, a step-child, child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis who is under 18 years of age or an adult dependent child.

**14.11.1.2** Serious health condition of a faculty member which prevents him/her from performing the essential functions of the job OR of a family member which requires care by the faculty member.

**14.11.1.2.1** "Serious health condition" is an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential health care facility or continuing treatment or continuing supervision by a health care provider.

**14.11.1.2.2** "Family Member" is the employee's child, spouse, registered domestic partner, child of a registered domestic partner, or biological, foster or adoptive parent, step-parent, legal guardian, or other person who stood in loco parentis to the employee when the employee was a child.

**14.11.2 Amount of Leave**

An eligible faculty member will be granted up to twelve (12) workweeks of family and medical care leave within twelve (12) months from when leave began.

**14.10.2.1** If both parents are employed by the District and entitled to this leave, the combined number of workweeks is limited to twelve (12) if leave is taken for

the birth, placement, adoption or foster care of the faculty member's child.

**14.11.3 Intermittent or Reduced Leave Schedule Basis**

Family and Medical Leave may be used on an intermittent or reduced leave schedule basis.

**14.11.4 Request for Leave and Medical Certification**

A faculty member must submit a written request to use leave to the responsible Dean and Human Resources. When the need is foreseeable, at least thirty (30) days advance notice must be provided. If leave is due to a planned medical treatment, the faculty member should make a reasonable effort to schedule it at a time least disruptive to the department.

**14.11.4.1** For leave to care for a child, spouse, or parent with a serious health condition, certification from the health care provider is also required which includes the date the condition began, the probable duration, and the estimated time needed to provide care.

**14.11.4.2** For leave due to employee's serious health condition, certification from the health care provider is also required which includes the date the condition commenced, the probable duration, and a statement that the employee is unable to perform the functions of his/her job.

**14.11.4.3** If the District has reason to question the validity of a medical certification for an employee's health condition, the District may require a medical opinion of a second health care provider selected by the District, at the District's expense. If the second opinion is different from the first, the District may require the opinion of a third provider jointly selected by the District and the employee, at the District's expense. The opinion of the third provider will be binding.

**14.11.5 Benefits While on Leave**

During the leave period, the employee is entitled to all benefits under the same conditions that apply to any other unpaid leave, except that health benefit coverage will be continued as if the employee had continued working.

**14.11.6 Reinstatement upon Return from Leave**

A faculty member on leave due to his/her own serious health condition must provide a certification from the health care provider verifying that the employee is medically able to return to work and

perform the essential functions of the job, including any work restrictions that might be needed.

**14.11.6.1** An employee who returns to work immediately following the expiration of an approved Family and Medical Leave will be reinstated to the position held when the leave began or to a comparable position. (There is no duty to reinstate if a position is eliminated during the leave and the District would have laid off the faculty member if working.)

**14.11.6.2** Family and Medical Leave will not constitute a break in service for the purpose of longevity or seniority.

## **14.12**      **Professional Development Leave**

**14.12.1** Tenured faculty employed six years, who serve on committees per Section 7.9.5 of this contract, may apply for Professional Development Leave for one semester or one academic year to complete formal course work, independent study, work experience, a project or other program of study or research directly related to their job.

**14.12.2** The maximum number of Professional Development Leaves granted each year will not exceed four percent (4%) of the permanent full-time faculty FTE, or one (1), whichever is greater.

**14.12.3** A maximum of two semesters of leave will be granted to a faculty member in any six-year period. Non-contiguous leaves must be applied for separately.

**14.12.4** Professional Development Leave Applications (Exhibit 8) must be submitted to the responsible Dean by November 15<sup>th</sup> for the following academic year. The Dean will complete his/her portion of the application and forward it to the Vice-President of Instruction by December 15<sup>th</sup>.

**14.12.5** A Professional Development Leave Committee including the Vice-President of Instruction and three faculty members, chosen by the Academic Senate, will review leave applications by February 15<sup>th</sup>.

**14.12.5.1** The Professional Development Leave Committee will consider the merits of the Leave Application based on the Professional Development Leave Criteria (Exhibit 8) and approve or deny the leave.

**14.12.5.2** The Professional Development Leave Committee will

forward their written recommendations to the President/Superintendent for his/her consideration, by February 28<sup>th</sup>. If more than one application is received, the Professional Development Leave Committee will prioritize each approved application.

**14.12.6** The Superintendent/President will forward his/her recommendation to the Board of Trustees for approval at the March meeting.

**14.12.6.1** The Superintendent/President will notify the Professional Development Committee Chair, indicating if the leave was approved or denied, within one week of the Board of Trustees meeting.

**14.12.6.2** The Chair of the Professional Development Committee will notify the applicant, in writing, by March 31<sup>st</sup> indicating if the Board of Trustees approved or denied the leave.

**14.12.7** The recipient must sign a Professional Development Leave Agreement (Exhibit 9), to participate in the leave.

**14.12.8** Salary and benefits while on Professional Development Leave:

**14.12.8.1** Faculty will receive 70% of their regular salary for the leave period and may use up to 30% of Load Bank Leave for 100% pay. (If less than 100% pay is received, STRS service credit decreases accordingly. Faculty members may contact STRS and buy back the reduced service credit.)

**14.12.8.2** Health benefit coverage will be continued at District cost.

**14.12.8.3** Professional Development Leave does not constitute a break in service for purposes of salary placement or seniority.

**14.12.8.4** Faculty may not teach or perform other duties for compensation at the District during the leave period, except under extenuating circumstances as determined by the District.

**14.12.9** A written report regarding the benefits derived from completion of the study or project plan must be submitted to the Professional Development Committee by September 15 for leaves ending in May and by February 15 for leaves ending in December.

**14.12.9.1** The committee will review the Report and the accomplishments achieved during the leave based on the Evaluation for Completed Professional Leave criteria (Exhibit 9). The committee may refer the report back to the faculty member for clarification, revision, or additional

supporting material.

**14.12.9.2** Within sixty days of first receiving the written report, the committee will forward a final report to the Superintendent/President along with a written narrative by the committee evaluating the completion of the leave project.

**14.12.9.3** The Superintendent/President will invite the faculty member to make a presentation to the Board of Trustees, summarizing the Professional Development project.

## **14.13**      **Load Bank Leave**

**14.13.1**      Instructors may bank overload hours, up to one (1) FTE. An Instructor with a combined assignment of teaching and reassigned time may only bank up to the annual teaching FTE assigned.

**14.13.2**      Instructors may use Load Bank Leave to complete the load requirement, work a reduced load, or take a full leave for a semester or a year and be paid for such leave at their regular salary. Load Bank leaves are not considered a break in service.

**14.13.2.1**    While probationary faculty can accumulate banked load, only tenured faculty may use Load Bank Leave-unless it is necessary to use banked load to complete a load requirement in a probationary semester as determined by the responsible Dean.

**14.13.3**      Instructors may not take a full-time load bank leave in their final semester of employment.

**14.13.4**      If an overload class which was intended to be banked is cancelled, time worked to that point will be paid at the overload rate.

**14.13.5**      Instructors must notify the responsible Dean in writing prior to the beginning of each semester if they intend to bank overload hours.

**14.13.6**      To use load bank leave, Instructors must submit a written request to the responsible Dean by February 15th for the following academic year.

**14.13.7**      The number of load bank leaves will not exceed ten percent (10%) of instructional faculty, rounded to the near

**14.13.8**      Prior to taking a full-time load bank leave, Instructors must:

**14.13.8.1**    have course outlines and student learning outcomes on file which meet Title V standards.

**14.13.8.2**    meet normal obligations required in Section 7.9 such as developing the department budget, course scheduling for the

discipline, program review, and a flex plan for the required number of hours.

**14.13.8.3** agree to a suitable replacement plan with the responsible administrator. Temporary, full-time instructors will not be hired as replacements, and a leave will not be granted in the absence of a replacement plan.

**14.13.9** A list of approved load bank leaves will be distributed by the Deans to the Vice-President of Education and Student Services, the Academic Senate, MCFT, the Instructors who requested leaves, and Human Resources.

**14.13.10** Human Resources will maintain load bank records. The value of the overload hours banked will be recorded at the Instructor's overload rate when the load was banked. As load bank is used, the oldest banked load will be withdrawn first. Upon termination an Instructor will be paid the value of any unused banked hours.

**14.13.11** Upon the death of a faculty member, the college will pay his/her estate for any unused banked hours at the recorded value. If a faculty member dies while on Load Bank Leave, the college will pay his/her estate the salary the faculty member would have been paid during the remainder of the leave. Either payment may be made to a trust to the extent permitted by law, if the Instructor notified the District in writing that payment be made in this way upon his or her death.

**14.13.12** Load Bank Leave will have no effect on professional development leave eligibility, health benefits, or retirement options and maybe used concurrently with Professional Development Leave.

#### **14.14 Industrial Injury or Illness Leave**

**14.14.1** Faculty who are unable to work due to a work-related injury or illness are entitled to use up to sixty (60) days of non-accruable Industrial Injury or Illness Leave for each work-related injury or illness. When such an absence overlaps fiscal years, only the unused balance of the sixty (60) days is available in the following fiscal year for that injury or illness.

**14.14.2** An injury or illness that may qualify for this leave must be immediately reported to Human Resources, supported by medical verification, and approved by the District and/or its worker's compensation agency.

**14.14.3** Industrial Injury or Illness Leave begins on the first day of absence and is reduced by one day for each day of absence, regardless of the number of hours absent or the amount of the worker's compensation award.

- 14.14.4 When the sixty (60) days of leave are depleted, entitlement to sick leave is then used, but only the amount of sick leave which, when added to worker's compensation award, provides for a full day's salary.
- 14.14.5 Worker's compensation awards are assigned to the District, and the amount paid to a faculty member for industrial leave, sick leave, and worker's compensation will not exceed 100% of regular salary.

**ARTICLE 15 - STRS REDUCED WORKLOAD PROGRAM**

15.1 Permanent faculty who are members of STRS may request to reduce their workload and earn full service credit by participating in the STRS Reduced Workload Program, per Education Code, Section 87483, and the following requirements. To participate, a written request must be submitted to the responsible Dean, with a copy to Human Resources, by January 1<sup>st</sup> for the following fiscal year.

**15.1.1 Eligibility Requirements**

- 15.1.1.1 Age 55 prior to Reduced Workload Program effective date
- 15.1.1.2 Full-time employment for a minimum of ten (10) years of credited service prior to the reduction of workload
- 15.1.1.3 Full-time employment for five (5) consecutive years with no break in service immediately preceding the Reduced Workload Program effective date.
- 15.1.1.4 Must work at least fifty percent (50%) for a full work year under this program.
- 15.1.1.5 Participation must coincide with the beginning of the work year.
- 15.1.1.6 Participation may not exceed ten (10) years and may be revoked by consent of both parties.

**15.1.2 Other Requirements**

- 15.1.2.1 Salary paid will be prorated based on the full-time equivalent workload and what would have been paid if the faculty member was not participating in the Reduced Workload Program.
- 15.1.2.2 The District will contribute to STRS based on the

salary that would have been paid if the faculty member worked full-time, at the Reduced Workload Contribution Rate published annually by STRS.

- 15.1.2.3** As a permanent employee, the faculty member must contribute to STRS the percentage of the salary which would have been paid if working full-time.
- 15.1.2.4** A faculty member participating in the STRS Reduced Workload Program who is interested in changing his/her workload must notify the District in writing by January 1<sup>st</sup> for the Fall Semester and September 1<sup>st</sup> for the Spring Semester.
- 15.1.2.5** Faculty sick leave benefits and the professional development (flex) obligation, as defined in this contract, will be prorated and decreased based on the reduced full-time equivalent workload.
- 15.1.2.6** Faculty members participating in the STRS Reduced Workload Program may not request a Professional Development Leave.
- 15.1.2.7** Health benefits will be provided as if the faculty member was working full-time.

## **ARTICLE 16 – TRANSFER**

### **16.1 Voluntary Transfer**

- 16.1.1** Human Resources will announce positions available for transfer for a minimum of ten (10) working days.
- 16.1.2** Faculty wishing to transfer must submit a written request including proof of meeting minimum qualifications to Human Resources by the end of the ten (10) day period.
  - 16.1.2.1** If a Faculty member becomes interested in transfer after the end of the ten (10) day period, they would be required to apply through the open recruitment process.
- 16.1.3** The responsible Dean of the open position, along



with the responsible VP, will interview all internal candidates who meet the minimum qualifications.

**16.1.3.1** When a full-time faculty member in the discipline exists, the responsible Dean of the open position will confer with them regarding specific departmental considerations and recommended questions for the interview.

**16.1.4.1** Transfer applicant's credentials and expertise will be communicated to the full time faculty in the discipline. The only exception is if the full time faculty in the discipline will not be continuing employment in the subsequent year.

**16.1.4** Human Resources may conduct an external search, only after it is determined that no internal candidates are qualified or interested for the opening.

**16.1.5** Requests for transfer must be recommended by the responsible Dean and the responsible Vice-President and approved by the Superintendent/President and Board.

**16.1.6** If offered the position, the Faculty member will advise their current dean that they have accepted the position; the dean(s) and the faculty member will develop and implement a transfer plan.

## **16.2 Involuntary Transfer**

An involuntary transfer of a faculty member may be made, based on the needs of the District, as determined by the Superintendent/President.

An in-person consultation with the affected faculty member and his or her Dean shall take place and be documented before a decision is made by the Superintendent/President.

Consideration will be given to the preferences of the faculty member as determined in the consultation, as well as the faculty member's qualifications, experience and seniority relative to other qualified faculty who may be considered for transfer.

The needs of the department to which the faculty member will be transferred will also be considered.

## **ARTICLE 17 – GRIEVANCE PROCEDURE**

### **17.1**

#### **Purpose**

To provide an orderly procedure for promptly reviewing and resolving grievances.

### **17.2**

#### **Definitions**

##### **17.2.1**

Grievance: A formal written allegation filed according to this procedure by a Grievant alleging that he or she has been adversely affected by a violation of a specific article, section, or provision of this contract.

##### **17.2.2**

Grievant: A faculty member covered by the terms of this contract.

##### **17.2.3**

Day: A day is any day on which the college is regularly open for business.

##### **17.2.4**

Dean: The first level administrator who is assigned management responsibilities for the Grievant.

### **17.3**

#### **Time Limits**

##### **17.3.1**

A Grievant who fails to comply with the established time limits of this grievance procedure forfeits all rights to further application of this procedure relative to the grievance in question.

##### **17.3.2**

The District's failure to respond within the established time limits at any step entitles the Grievant to proceed to the next step.

##### **17.3.3**

Time limits and steps may be waived by mutual consent of the parties.

### **17.4**

#### **Other Provisions**

##### **17.4.1**

Nothing in this procedure will deny a Grievant his/her legal rights under state or federal constitutions and laws. A faculty member may not use this grievance procedure to appeal a Board decision if the decision complies with a state or federal regulatory commission or agency, or state or federal law.

##### **17.4.2**

Per Education Code 87610.1(b), a probationary faculty member may grieve allegations that the District, in a decision to not:

- a. reappoint him or her, violated, misinterpreted, or misapplied any of its policies and procedures concerning the evaluation of probationary employees.
- b. grant tenure to him or her, made a negative decision that to a reasonable person was unreasonable, or violated, misinterpreted, or misapplied any of its policies and procedures concerning the evaluation of probationary employees.

**17.4.3** Per Education Code 87610.1(c), a grievance brought pursuant to Education Code 87610.1(b) may be filed by an employee or the exclusive bargaining representative. The employee will be entitled to pursue a matter to arbitration with or without representation by the exclusive representative.

**17.4.4** A grievance which occurs during the period between the termination date of this contract and the effective date of a new contract will be processed under this grievance procedure. A grievance which arose prior to the effective date of this contract will not be processed under this procedure.

**17.4.5** The Director of Human Resources will monitor the grievance timeline and record dates on the Statement of Grievance form.

**17.4.6** Parties may settle at any time outside of this procedure.

**17.4.7** No reprisals of any kind may be taken against a faculty member or representative for participating in the grievance process.

**17.4.8** If a grievance affects more than one (1) faculty member, the grievance may be filed by MCFT on behalf of the affected faculty members; and if the grievance affects faculty members at more than one (1) work location, it may be initiated at Level II. Grievances concerning the same issue may be consolidated as long as this does not create an unnecessary delay.

**17.4.9** Records dealing with the processing of a grievance will not become part of the personnel file of any participants.

**17.4.10** A reasonable effort will be made to schedule conferences or a hearing on a workday and not during scheduled work hours of faculty involved in the grievance, whenever possible. If necessary, the grievant, representative and witnesses will be given release time without loss of pay.

**17.5**

**Representation**

The Grievant may be represented by a member of MCFT at any level in this process. At Level IV, either the Grievant or the District may choose to be represented by legal counsel and will so notify the other party.

**17.6**

**Procedural Steps**

**17.6.1      Level 1 – Dean**

**17.6.1.1**      Within fifteen (15) days of the time a Grievant knew or should have known of the event giving rise to the grievance, he/she will complete and submit a Statement of Grievance (Exhibit 10) to the Dean with copies to MCFT, the Director of Human Resources, the Vice-President of Education and Student Services, and the Superintendent/President.

**17.6.1.2**      Within five (5) days of the date received, the Grievant and the Dean will meet and attempt to resolve the Grievance. Within five (5) days of the meeting, the Dean will provide a written response to the Grievant with copies to the Grievant, MCFT, the Director of Human Resources, the Vice-President of Education and Student Services, and the Superintendent/President.

**17.6.2      Level II – Vice-President of Education and Student Services**

**17.6.2.1**      If the Grievant is not satisfied with the response, within five (5) days of the decision, he/she may make a written appeal to the Vice-President of Education and Student Services regarding the reason for the appeal with copies to MCFT, the Director of Human Resources, and the Superintendent/President.

**17.6.2.2**      Within five (5) days of the date received, the Grievant and the Vice-President of Education and Student Services will meet and attempt to resolve the Grievance. Within five (5) days of the meeting, the Vice-President will provide a written response to the Grievant with copies to MCFT, the Director of Human Resources, and the Superintendent/President.

**17.6.3      Level III – Superintendent/President**

**17.6.3.1**      If the Grievant is not satisfied with the response, within five (5) days of the decision, he/she may make a written appeal to the Superintendent/President

regarding the reason for the appeal, with copies to MCFT, the Director of Human Resources, the Vice-President of Education and Student Services and the Superintendent/President.

**17.6.3.2** Within five (5) days of the date received, the Grievant and the Superintendent/President will meet and attempt to resolve the grievance. Within five (5) days of the meeting, the Superintendent/President will provide a written response to the Grievant with copies to MCFT, the Director of Human Resources, and the Superintendent/President.

**17.6.4**            **Level IV – Advisory Arbitration**

**17.6.4.1**        Within five (5) days, if not satisfied with the response, the Grievant may make a written request for advisory arbitration to the Superintendent/President.

**17.6.4.2**        Within five (5) days of the date received, the parties will attempt to agree on an arbitrator. Failing that, the District will request from the State Mediation and Conciliation Service a list of qualified arbitrators.

**17.6.4.3**        Within ten (10) days after receiving the list, the arbitrator will be selected by the Superintendent/President and the Grievant alternately striking names until one (1) name remains, and that person will be the arbitrator.

**17.6.4.4**        The arbitrator will recommend to the Board a resolution of the Grievance and will have no authority to:

- a. Disregard or modify the terms of this Contract
- b. Rule on termination or failure to re-employ a probationary faculty member; an evaluation, other than failure to comply with procedure; or a complaint for which there is another remedial procedure established by law or regulations having the effect of law.

**17.6.4.5**        The arbitrator’s expenses, including any per diem fees, actual and necessary travel expenses, and other fees and expenses will be shared equally by the District and MCFT. Neither will be responsible for the expense of witnesses called by the other.

- a. Either party may request that a certified court reporter record the hearing, and the cost will be shared by both parties. The party requesting a transcript of the hearing will pay for it. If requested by the arbitrator, the cost will be processed as an arbitrator's expense.

**17.6.4.6** The parties and the arbitrator will mutually agree to the time and place for a hearing. The hearing will be private.

**17.6.4.7** Attendance at the hearing will be limited to individuals who have relevance to the hearing, such as: the Grievant, the Grievant's representative(s); the District representative, an advisor to the District representative; the arbitrator; a court reporter if requested; the witnesses while giving testimony; the Director of Human Resources; an observer designated by MCFT; and an observer designated by the District.

**17.6.4.8** The arbitrator will not consider any matter outside the scope of the grievance as defined in this contract, will strictly confine the decision to the precise issue submitted and this specific contract, and will not under any circumstances make a recommendation on any other issue.

**17.6.4.9** After the close of the hearing, the arbitrator will establish a schedule for submission of written briefs.

**17.6.4.10** The arbitrator will submit a written recommendation to the Board, with copies to all parties, within thirty (30) days after submission of the last brief.

**17.6.5** **Level V - Board**

**17.6.5.1** The Board will consider the arbitrator's recommendation in closed session, at the next regularly scheduled meeting following receipt of the recommendation, provided that at least seven (7) days elapse from receipt until the meeting.

**17.6.5.2** The Board may implement the recommendation, may not implement it, may meet with the Grievant to discuss other alternatives, or may take other actions at its sole discretion.

**17.6.5.3** Within ten (10) days of the meeting, the Board will submit its written decision to the Grievant. The

Board's decision will be final.

### **ARTICLE 18 - DURATION**

- 18.1** This contract is effective from July 1, 2022, through June 30, 2025. Each party may reopen negotiations under Article 10 (Salary), Article 11 (Employee Benefits), and Article 18 (Duration), and up to an additional three (3) articles each year.
- 18.2** MCFT will name and submit which articles it wishes to reopen on or before March 15<sup>th</sup> of the preceding fiscal year. The District will name and submit the articles it wishes to reopen on or before April 15<sup>th</sup> and negotiations may commence ten (10) days after board approval.
- 18.3** MCFT and the District will present their full initial proposals, other than salary and benefits to one another during the Fall semester. Other articles may be brought forward by mutual consent during the Spring semester.
- 18.4** The date for submitting an initial proposal, a response, or commencement of negotiations may be changed by mutual agreement of MCFT and the District.
- 18.5** If MCFT and the District do not elect to submit an initial proposal as outlined above, the contract will not be reopened without mutual consent of the parties.
- 18.6** The parties understand and agree that in executing this agreement they both intend to be bound by its provisions. The District, MCFT, and each unit member will comply with all of its terms and fully perform all obligations under this Agreement during the term of the Agreement.
- 18.7** Notwithstanding the provisions of this Article, if affected by a PERB Board decision, new legislation, final court decision, or by mutual agreement, the parties will meet and negotiate on appropriate topics.

**ARTICLE 19**  
**WAIVER OF BARGAINING**

- 19.1** This document comprises the entire Agreement between the parties on matters within the lawful scope of bargaining.
- 19.2** Except as provided for in this Agreement, the parties have no further obligation to meet and negotiate during the term of this Agreement on any subject, whether or not such subject was known or considered at the time of the negotiations leading to the execution of this Agreement



**EMPLOYEE AUTHORIZATION FOR PAYROLL DEDUCTION CFT MEMBERSHIP**  
(for Mendocino College full time faculty)

_____ Employee	_____ Department
_____ Home Address	_____ Home Phone
_____ City and Zip Code	_____ Work Phone
_____ Social Security Number	

Pursuant to applicable Federal and State law, CFT Local 6322 and your employer have entered into a collective bargaining agreement establishing wages, hours, working conditions and other matters within the scope of representation for your position. All faculty are entitled to union representation in the employment relationship with the employer. Union members are entitled to full benefits, including the right to attend all meetings, hold office, and vote on union matters, including changes in wages, hours and working conditions. The collective bargaining agreement requires that members of CFT Local 6322 authorize the payroll deduction of union membership fees (1% of salary annually) payable to CFT Local 6322. Salary is defined by the Full-Time Faculty Salary Schedule and includes both base salary and any Ph.D. or longevity stipends.

Other stipends, overload and summer pay, mileage reimbursement or other compensation are not included.

**AS A CONDITION OF EMPLOYMENT DURING THE TERM OF THE CURRENT LABOR AGREEMENT, PLEASE SELECT A PREFERENCE BELOW AS TO YOUR PARTICIPATION IN THE FULL TIME FACULTY UNION:**

\_\_\_ **YES, I WANT TO JOIN THE MENDOCINO COLLEGE FEDERATION OF TEACHERS.** Entitles the employee to full membership benefits including the right to attend all meetings, hold office, and vote on union matters, including changes in wages, hours and working conditions.

I hereby designate the Mendocino College Federation of Teachers (MCFT), AFT/CFT local 6322, as my exclusive representative in all matters pertaining to my employment with Mendocino College that are within the scope of representation as defined by applicable laws and regulations. I hereby authorize Mendocino College to deduct from wages or salary the sum fixed by CFT Local 6322 as dues or assessments for membership in the Union, plus any additional sum I have authorized as the cost of benefits in which I am enrolled. I understand that deductions will be made each pay period, beginning the day following the date of this authorization, and that those funds will be paid to CFT local 6322. Such deductions will continue until my employment with Mendocino College is terminated or this authorization is cancelled in writing in a time and manner consistent with the terms of the collective bargaining agreement between CFT Local 6322 and Mendocino College. I further authorize Mendocino College to notify the CFT in the event I no longer wish to be a member of MCFT or my employment is terminated, and I agree to return my membership card to the Union upon termination of my membership therein.

\_\_\_ **NO, I DO NOT WANT TO JOIN THE MENDOCINO COLLEGE FEDERATION OF TEACHERS.** I am waiving the benefits of union membership.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

Receipt of a copy of this document will constitute notice of your rights and responsibilities with respect to Union membership.

cc: MCFT

**MENDOCINO COLLEGE INSTRUCTOR EVALUATION  
Form A - Evaluation Summary (5/18)**

**Instructor:**

**Course(s):**

**Date:**

**Evaluators:**

**Directions:**

Each evaluation team member is to include a rating and comments for the criteria below based on personal knowledge, classroom observation, course materials reviewed, student surveys, and information provided in the self-assessment. *Relevant sections of the full-time faculty collective bargaining agreement are provided for reference.*

**1. *Knowledge of subject matter* (circle one):**

- A** Meets professional standards (include comments which support this rating)
- B** Needs Improvement (identify area/s recommended for improvement in comment section)
- C** Unsatisfactory (specify in comment section)

***Comments:***

**2. *Teaching ability* (circle one):**

- A** Meets professional standards (include comments which support this rating)
- B** Needs Improvement (identify area/s recommended for improvement in comment section)
- C** Unsatisfactory (specify in comment section)

***Comments:***

**3. *Learning environment* (circle one):**

- A** Meets professional standards (include comments which support this rating)
- B** Needs Improvement (identify area/s recommended for improvement in comment section)
- C** Unsatisfactory (specify in comment section)

***Comments:***

**4. *Course organization and materials* (circle one):**

- A** Meets professional standards (include comments which support this rating)
- B** Needs Improvement (identify area/s recommended for improvement in comment section)
- C** Unsatisfactory (specify in comment section)

***Comments:***

**5. *Other Professional Responsibilities, as indicated in Article 7 (see contract for examples of full time faculty responsibilities)* (circle one):**

- A** Meets professional standards (include comments which support this rating)
- B** Needs Improvement (identify area/s recommended for improvement in comment section)
- C** Unsatisfactory (specify in comment section)

***Comments:***

**RECOMMENDATION:**

\_\_\_\_\_ Continue on regular evaluation schedule

\_\_\_\_\_ Re-evaluate during next Mendocino College teaching assignment

\_\_\_\_\_ Other (explain):

**CERTIFICATION OF COMPLETION:**

\_\_\_\_\_  
Peer Evaluator Date

\_\_\_\_\_  
Peer Evaluator Date

\_\_\_\_\_  
Dean Date

Faculty signature indicates awareness of the report only.

I wish to exercise my option to attach written comments regarding any portion of the evaluation report. YES NO \_

\_\_\_\_\_  
Evaluatee Date

\_\_\_\_\_  
VP of Education and Student Services Date

***If probationary evaluation:***

\_\_\_\_\_  
Superintendent/President Date

**MENDOCINO COLLEGE INSTRUCTOR EVALUATION**  
**Form B - Self-Assessment (7/09)**

**INSTRUCTIONS**

Prepare a 1-2 page response to the following, either typed or legibly handwritten:

1. Describe the effects which you believe your instruction has on students.
2. Describe your efforts to stay current in course and subject matter areas. Comment on any changes you would like to make in your approach to teaching or course content. Identify areas in which you would like assistance.
3. Comment on any recommendations made in your previous Mendocino College evaluation.
4. Describe related professional accomplishments. Comments may include but are not limited to: special assignments completed, performances given, exhibits presented, conferences attended, professional positions held, honors earned, educational materials developed, educational methods improved, flex or in-service activities presented or attended.

## STUDENT EVALUATION OF INSTRUCTOR (Form C, 7/09)

**Purpose:** Mendocino College strives for excellence in its instructional programs and services. This evaluation and your written comments will be used to improve the quality of these services.

**Directions:** Based on your experience with the instructor and the course materials you received, rate the instructor according to the following scale. Please be as objective as possible.

**A = Strongly Agree   B = Agree   C = Disagree   D = Strongly Disagree   E = Not Applicable**

On the scantron form provided, indicate the response for each of the following that most closely represents your viewpoint. Do not sign your name; your responses will remain anonymous.

### THE INSTRUCTOR ...

1. Follows a course syllabus
2. Shows concern for student success
3. Arrives on time
4. Has an understandable grading system
5. Prepares well for each class
6. Gives feedback concerning student work in a timely manner
7. Explains the subject clearly
8. Shows respect for students
9. Encourages student participation
10. Addresses students' concerns in a timely manner
11. Uses class time effectively
12. Answers questions clearly
13. Presents course material in a logical order
14. Requires textbook(s) that are relevant to the course

**In the "comments" section of the scantron form, write any suggestions or comments you have for the instructor. All student suggestions and comments will be typed verbatim and reviewed by the instructor and his or her supervisor.**

**STUDENT EVALUATION OF ONLINE INSTRUCTOR (Form  
C, 7/09)**



**Purpose:** *Mendocino College strives for excellence in its instructional programs and services. This evaluation and your written comments will be used to improve the quality of these services.*

**Directions:** *Based on your experience with the instructor and the course materials you received, rate the instructor according to the following scale. Please be as objective as possible.*

**A = Strongly Agree B = Agree C = Disagree D = Strongly Disagree E = Not Applicable**

*On the scantron form provided, indicate the response for each of the following that most closely represents your viewpoint. Do not sign your name; your responses will remain anonymous.*

**THE INSTRUCTOR ...**

1. Follows a course syllabus
2. Shows concern for student success
3. Clearly explains how frequently student contact will occur and follows stated contact policy
4. Has an understandable grading system
5. Prepares well for each class
6. Gives feedback concerning student work in a timely manner
7. Explains the subject clearly
8. Shows respect for students
9. Encourages student participation
10. Addresses students' concerns in a timely manner
11. Uses appropriate technology effectively
12. Answers questions clearly
13. Presents course material in a logical order
14. Requires textbook(s) that are relevant to the course

**In the "comments" section of the scantron form, write any suggestions or comments you have for the instructor. All student suggestions and comments will be typed verbatim and reviewed by the instructor and his or her supervisor.**

**EVALUATION SURVEY**  
**Form D - For Classified Employees in the Instructor's Department (7/17)**

**Instructor:**

**Discipline:**

**Evaluation Period:**

**Directions:**

Rate each of the following and make any comments based on your personal observations of the work performance of this employee. This information is confidential, will not be viewed by the employee or quoted in the evaluation report. The supervisor will consider all comments received prior to completing the evaluation report.

*(1) Meets Standard; (2) Needs Improvement; (3) Unacceptable, (NA) Not able to rate*

**Programmatic Knowledge/Skills:** **Rating: \_\_\_\_\_**

Demonstrates the programmatic knowledge and skills necessary to effectively manage the program; provides effective program/departmental leadership.

***Comments:***

**Planning and Organization** **Rating: \_\_\_\_\_**

Develops plans, goals, and objectives for area of responsibility; adjusts plans as necessary to meet changing needs; promotes innovation and/or change for improvement; arranges and structures activities to increase effective use of personnel, materials, and equipment; prioritizes and delegates work appropriately; develops effective timelines and meets deadlines; practices effective budget management.

***Comments:***

**Decision-Making and Problem-Solving** **Rating: \_\_\_\_\_**

Researches and analyzes issues thoroughly; solicits input from others key to issue; exercises good judgment; formulates sound recommendations and conclusions; deals with problems effectively; considers the impact on other individuals and departments; utilizes a collaborative approach to problem solving; demonstrates the ability to facilitate conflict resolution.

***Comments:***

**Communication Skills:**

**Rating: \_\_\_\_\_**

Listens and is open to others' views and constructive criticism; is accessible and approachable; responds in a timely manner to inquiries; utilizes verbal and written skills which are accurate, direct, concise, and clear; conducts meetings in an effective manner.

*Comments:*

**Department/Program Coordination:**

**Rating: \_\_\_\_\_**

Communicates timelines and projects to staff; gives feedback on progress and accomplishments; communicates with administrator about evaluation timelines; supportive of staff; demonstrates the ability to positively motivate; encourages and collaborates on opportunities for training and staff development; fosters team-building

*Comments:*

**Personal Work Standards:**

**Rating: \_\_\_\_\_**

Maintains high standards which support quality work, creativity, motivation, initiative, punctuality, and good attendance; is sensitive to others' needs; displays/earns mutual trust and respect of others; addresses own professional development needs; participates in related professional associations; constructively represents the college to others; maintains cooperative and effective working relationships; keeps professional confidences; demonstrates qualities of integrity, honesty, and ethical practices.

*Comments:*

**OVERALL COMMENTS:**

**EVALUATOR: \_\_\_\_\_**



**MENDOCINO COLLEGE EVALUATION -  
COUNSELOR  
Form A - Evaluator Observation (7/09)**

**Counselor's Name** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Evaluator** \_\_\_\_\_

**Directions:** Rate each item below according to the following scale based on your personal knowledge and counseling observation:

*1-Meets Professional Standards    2-Needs Improvement    3-Unsatisfactory*

**Knowledge of Counseling**

- \_\_\_ 1. Demonstrates accurate knowledge of counseling matters.
- \_\_\_ 2. Counseling information is current.

**Counseling Style**

- \_\_\_ 3. Understands and is interested in the student's questions and concerns.
- \_\_\_ 4. Provides the student with a better understanding of his/her educational goals and how to reach them.
- \_\_\_ 5. Provides accurate information.
- \_\_\_ 6. Creates a comfortable atmosphere.
- \_\_\_ 7. Provides the student with information about other available student services.
- \_\_\_ 8. Maintains a counseling environment that is free from sexual harassment and discrimination related to sex, race, color, national origin, religion, or physical or mental disability.
- \_\_\_ 9. Is flexible and willing to change an approach to meet the needs of the individual student.
- \_\_\_ 10. Treats student with respect.
- \_\_\_ 11. Provides information clearly and makes certain the student understands all important material before leaving the appointment.

**EVALUATION –COUNSELOR  
(Evaluator Observation)**

Page 2

**Services Rendered (rate only those that apply)**

- \_\_\_12. Registration process
- \_\_\_13. Vocational certificate requirements
- \_\_\_14. Career planning
- \_\_\_15. Associate degree requirements
- \_\_\_16. Lower division transfer requirements
- \_\_\_17. Selecting current semester courses
- \_\_\_18. Selecting future semester courses
- \_\_\_19. Develop plan to correct prob-dismissal status
- \_\_\_20. Review of academic history
- \_\_\_21. Referral to appropriate resources/programs

**Overall Observations**

A. Describe the Counselor's strengths and attributes observed:

B. Describe any areas observed that may need attention:

**Mendocino College  
COUNSELOR  
EVALUATION  
Form B - Self-Assessment (7/09)**

In outline form, address each of the following:

**1. Effects on Students**

Describe the effects which you believe your counseling has on students.

**2. Planned efforts/objectives for improving professional competency**

Comments may include, but not be limited to: classes taken, conferences, workshops, seminars, professional training, and professional reading; or informal learning experiences such as concerts, exhibits, performances, and site visits.

**3. College/District Activities**

List the college committees on which you now serve or have recently served.

**4. Contribution to the Profession**

Comments may include, but not be limited to, the following: special assignment(s), performances given, exhibits presented, conferences attended, professional positions held, honors earned, educational materials developed, or educational methods improved.

**5. Future Professional Objectives**

List any other plans you have for future development as a professional. How might the district facilitate these plans?

**6. Provide a written evaluation/assessment of the level/degree to which you successfully completed the planned efforts/objectives stated in your previous evaluation.**

**7. Concerns and Issues**

Include any other comments about concerns and issues that should be shared.

**Mendocino College  
COUNSELOR  
EVALUATION  
Form C - Student Evaluation (7/09)**

**Counselor:** \_\_\_\_\_

**Directions:**

Mendocino College strives for excellence in its programs and services. Your feedback will help us improve the overall quality of counseling. Based on your experience, rate your Counselor on the following statements which describe the basic components of academic advising/counseling. If the statement does not apply, leave it blank.

<b>My Counselor:</b>	<b><u>Almost Always</u></b>	<b><u>Usually</u></b>	<b><u>Seldom</u></b>	<b><u>Almost Never</u></b>
1. Is available during his/her scheduled office hours.	_____	_____	_____	_____
2. Assists me in exploring vocational/career options.	_____	_____	_____	_____
3. Advises me of alternatives and encourages me to assume responsibility for my decisions.	_____	_____	_____	_____
4. Seems informed about regulations and course offerings.	_____	_____	_____	_____
5. Assists me in understanding requirements for graduation, transfer, or certificate programs.	_____	_____	_____	_____
6. Refers me to other sources for additional information and assistance, if needed.	_____	_____	_____	_____
7. Helps me in planning my program in a manner that is consistent with my own objectives.	_____	_____	_____	_____
8. Provides accurate information.	_____	_____	_____	_____
9. Shows a genuine interest in assisting me.	_____	_____	_____	_____
10. I feel comfortable returning to this counselor.	Yes _____	No _____		
11. Using a letter grade, I give my counselor an overall grade of:		A    B	C    D	

**Overall Counselor Evaluation:**

a. What do you find most helpful?

b. If dissatisfied, explain why:

**MENDOCINO COLLEGE  
EVALUATION –  
COUNSELOR  
Form D - Evaluation Summary (6/11)**

1. Overall evaluation of student observations:
  
2. Specific areas of strength:
  
3. Concerns and issues:
  
4. Progress in meeting objectives noted at last evaluation:
  
5. Other accomplishments since last evaluation:
  
6. Professional development and/or objectives recommended (include timeline):
  
7. General comments:
  
8. Additions and/or changes in objectives:
  
9. Recommendations:  
  
    \_\_\_\_\_ Continue on regular evaluation schedule  
    \_\_\_\_\_ Re-evaluate during next Mendocino College assignment  
    \_\_\_\_\_ Other (explain):

**CERTIFICATION OF COMPLETION:**

---

Faculty Peer Date

---

Faculty Peer Date

---

Dean Date

Faculty signature indicates awareness of the report only.

I wish to exercise my option to attach written comments regarding any portion of the evaluation report.

YES NO \_

---

Counselor Date

---

Vice-President of Education and Student Services Date

***If probationary evaluation:***

---

Superintendent/President Date

**MENDOCINO COLLEGE HEAD LIBRARIAN EVALUATION  
Form A - Evaluation Summary (Rev. 10/21)**

**Librarian:**

**Date:**

**Evaluators:**

*Each evaluation team member is to include a rating, comments and recommendations for the criteria below based on workshop observations, library materials reviewed, student, faculty and staff surveys, and information provided in the self-assessment and library plans.*

*Recommendations are required for B and C rankings. Constructive feedback is encouraged in all cases but not required with an A ranking.*

**1. The Head librarian provides knowledgeable and professional assistance to faculty and students. (mark one):**

- A. Meets professional standards (include comments which support this rating)
- B. Needs Improvement (identify recommendations for improvement below)
- C. Unsatisfactory (specify in comment section)

Comments:

Recommendations:

**2. The Head librarian works with faculty to collect books, databases, and online media that meet their instructional needs. (mark one):**

- A. Meets professional standards (include comments which support this rating)
- B. Needs Improvement (identify recommendations for improvement below)
- C. Unsatisfactory (specify in comment section)

Comments:

Recommendations:



**3. The Head librarian coordinates with library staff to maintain a positive library environment. (mark one):**

- \_\_\_\_\_ A. Meets professional standards (include comments which support this rating)
- \_\_\_\_\_ B. Needs Improvement (identify recommendations for improvement below)
- \_\_\_\_\_ C. Unsatisfactory (specify in comment section)

Comments:

Recommendations:

**4. The Head Librarian practices effective management skills, including planning goals and objectives, policy development, communication, budget management, and coordination of staff (mark one):**

- \_\_\_\_\_ A. Meets professional standards (include comments which support this rating)
- \_\_\_\_\_ B. Needs Improvement (identify recommendations for improvement below)
- \_\_\_\_\_ C. Unsatisfactory (specify in comment section)

Comments:

Recommendations:

**5. The Head Librarian is involved in other professional responsibilities such as shared governance, committees, and continuing professional development. (mark one):**

- \_\_\_\_\_ A. Meets professional standards (include comments which support this rating)
- \_\_\_\_\_ B. Needs Improvement (identify recommendations for improvement below)
- \_\_\_\_\_ C. Unsatisfactory (specify in comment section)

Comments:

Recommendations:

**RECOMMENDATION:**

\_\_\_\_\_ Continue on regular evaluation schedule

- Re-evaluate during next Mendocino College teaching assignment
- Corrective Action Plan assigned (see below)
- Other (explain):

Corrective action plan (include deadline):

**CERTIFICATION OF COMPLETION:**

Peer Evaluator	Date
Peer Evaluator	Date
Dean	Date

Faculty signature indicates awareness of the report only.

I wish to exercise my option to attach written comments regarding any portion of the evaluation. If so, written comments should be submitted within 10 days of the above date.

YES       NO

Evaluatee	Date
Vice-President, Academic Affairs	Date

If probationary evaluation:

\_\_\_\_\_  
Superintendent/President

\_\_\_\_\_  
Date

**FORM B - Head Librarian**  
**Self Assessment** (updated 10/21)

Directions: Prepare a report of up to six pages responding to the following prompts:

1. Describe the major accomplishments of the past year (including but not limited to new library programming, collections developments, work done with staff, collaborations with faculty, new resources created etc.) Include relevant sample documents or links.
2. Summarize the professional development you engaged in over the past year and list your professional development plans for the coming year.
3. Describe your plan for the library over the coming year (this could include activities/resources directed at students, faculty, and the community as well as behind the scenes improvements)
4. Create a five year plan for the library

**MENDOCINO COLLEGE EVALUATION PROCESS**  
**HEAD LIBRARIAN**  
**FORM C - Faculty Evaluation**  
*(Rev. 09/2021)*

**DIRECTIONS:** Rate the following using the rating scale below. Only complete those with which you have personal experience.

**A = Strongly Agree   B = Agree   C = Disagree   D = Strongly Disagree   E = Not Applicable/Not Observed**

- \_\_\_ 1. The Head Librarian provides assistant and responds to my questions and request.
- \_\_\_ 2. The Head Librarian works with me in a professional manner.
- \_\_\_ 3. The orientation/workshop taught by the Head Librarian is informative, relevant, and understandable.
- \_\_\_ 4. Library provides physical (hard copy) informational handouts, such as citation guides, that meet student needs.
- \_\_\_ 5. Online informational resources, including LibGuides, are current and relevant.
- \_\_\_ 6. Library resources are organized so that online students are equitably supported.
- \_\_\_ 7. Online directions that explain databases and online research resources are clearly written and understandable for students.
- \_\_\_ 8. The Library environment is organized and conducive to studying and research.
- \_\_\_ 9. The information my students and I need can be found in the Library.
- \_\_\_ 10. The Head Librarian responds to my request for purchases of materials, research tools and online resources in a timely manner.
- \_\_\_ 11. The Head Librarian implements an appropriate book, journal and online purchasing plan that supports instructional programs.

**Comments regarding your ratings and general observations:**

**Suggestions for improvement:**

### Form D: Student Evaluation of Reference Assistance

Thank you for your participation in this short survey. All of the college's librarians are evaluated on a periodic basis, and yours is being evaluated today. We would appreciate your feedback on the service you received. Please respond honestly to the statements below using the following rankings:

**A = Strongly Agree   B = Agree   C = Disagree   D = Strongly Disagree   E = Not Applicable**

- \_\_\_ 1. The librarian treated me with respect and courtesy and made me feel welcome.
- \_\_\_ 2. The librarian listened carefully and understood my questions and concerns.
- \_\_\_ 3. The librarian provided information that was clear, useful, and relevant to my questions.
- \_\_\_ 4. The librarian was well informed about available resources and showed me how to find the information I needed.
- \_\_\_ 5. The librarian helped me evaluate information resources for relevance and credibility.
- \_\_\_ 6. The librarian referred me to other sources of information if the library did not have what I needed.
- \_\_\_ 7. The librarian made sure that my question had been answered satisfactorily.
- \_\_\_ 8. The librarian is someone I would be happy to return to for help in the future.

Written responses:

- 1. What was most useful about the librarian's assistance?
  
  
  
  
  
  
  
  
  
  
- 2. How could this assistance from the librarian have been improved?



**MENDOCINO COLLEGE EVALUATION PROCESS – HEAD LIBRARIAN**  
**Form F - Staff Evaluation**  
*(Rev 10/2021)*

Evaluator \_\_\_\_\_ Date \_\_\_\_\_

**DIRECTIONS:** Rate the following using the rating scale below. Only complete those with which you have personal experience.

<b>A = Strongly Agree   B = Agree   C = Disagree   D = Strongly Disagree   E = Not</b>
--

- \_\_\_ 1. Has current knowledge of college library services and technologies.
- \_\_\_ 2. Works effectively with classified and faculty in the department/program.
- \_\_\_ 3. Develops appropriate library organization and environment.
- \_\_\_ 4. Assists students, faculty, and other patrons in a professional and helpful manner.
- \_\_\_ 5. Practices effective budget management.
- \_\_\_ 6. Provides leadership in planning and sharing goals and objectives for the library.
- \_\_\_ 7. Develops and updates clear, written library policies and procedures.
- \_\_\_ 8. Uses effective verbal and written communication skills; informs staff of relevant issues.
- \_\_\_ 9. Is open to suggestions; collaborative approach to problem solving.
- \_\_\_ 10. Encourages staff professional development.

**Comments regarding your ratings and general observations:**

**Suggestions for improvement:**



**FORM A - EVALUATION REPORT (7/17)**  
**Full-Time Faculty, Program Director/Reassigned Time**

**Faculty Member:**

**Assignment:**

**Evaluation Period:**

Rate each criteria as follows: (1) Meets Standard, (2) Needs Improvement, or (3) Unacceptable

**PROGRAMMATIC KNOWLEDGE/SKILLS:** **Rating:** \_\_\_\_\_

Demonstrates the programmatic knowledge and skills necessary to effectively manage the program; provides effective program/departmental leadership.

***Comments:***

**PLANNING AND ORGANIZATION** **Rating:** \_\_\_\_\_

Develops plans, goals, and objectives for area of responsibility; adjusts plans as necessary to meet changing needs; promotes innovation and/or change for improvement; arranges and structures activities to increase effective use of personnel, materials, and equipment; prioritizes and delegates work appropriately; develops effective timelines and meets deadlines; practices effective budget management.

***Comments:***

**DECISION-MAKING AND PROBLEM-SOLVING** **Rating:** \_\_\_\_\_

Researches and analyzes issues thoroughly; solicits input from others key to issue; exercises good judgment; formulates sound recommendations and conclusions; deals with problems effectively; considers the impact on other individuals and departments; utilizes a collaborative approach to problem solving; demonstrates the ability to facilitate conflict resolution.

***Comments:***

**COMMUNICATION SKILLS:** **Rating:** \_\_\_\_\_

Listens and is open to others' views and constructive criticism; is accessible and approachable; responds in a timely manner to inquiries; utilizes verbal and written skills which are accurate, direct, concise, and clear; conducts meetings in an effective manner.

***Comments:***

**DEPARTMENT/PROGRAM COORDINATION:**

**Rating: \_\_\_\_\_**

Communicates timelines and projects to staff; gives feedback on progress and accomplishments; communicates with administrator about evaluation timelines; supportive of staff; demonstrates the ability to positively motivate; encourages and collaborates on opportunities for training and staff development; fosters team-building among staff.

***Comments:***

**PERSONAL WORK STANDARDS:**

**Rating: \_\_\_\_\_**

Maintains high standards which support quality work, creativity, motivation, initiative, punctuality, and good attendance; is sensitive to others' needs; displays/earns mutual trust and respect of others; addresses own professional development needs; participates in related professional associations; constructively represents the college to others; maintains cooperative and effective working relationships; keeps professional confidences; demonstrates integrity, honesty, and ethical practices.

***Comments:***

**COMMENDATIONS AND COMMENTS ABOUT STRENGTHS:**

**COMMENTS ABOUT AREAS WHERE PROFESSIONAL GROWTH MAY BE NEEDED:**

**OVERALL/SUMMARY COMMENTS:**

**SIGNATURES:**

Signature of the faculty member does not indicate agreement. The faculty member may submit a written response concerning this evaluation report to the responsible Dean which will become a part of this document.

Faculty Member: \_\_\_\_\_ Date: \_\_\_\_\_

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

VP of Education and Student Services: \_\_\_\_\_ Date: \_\_\_\_\_

**FORM B - EVALUATION SURVEY (7/17)**  
**Full-Time Faculty - Program Director/Reassigned Time**

**Faculty Member:**

**Assignment:**

**Evaluation Period:**

**Directions:**

Rate each of the following and make any comments based on your personal observations of the work performance of this employee. This information is confidential, will not be viewed by the employee or quoted in the evaluation report. The supervisor and evaluation team will consider all comments received prior to completing the evaluation report.

*(1) Meets Standard; (2) Needs Improvement; (3) Unacceptable, (NA) Not able to rate*

**PROGRAMMATIC KNOWLEDGE/SKILLS:**

**Rating:** \_\_\_\_\_

Demonstrates the programmatic knowledge and skills necessary to effectively manage the program; provides effective program/departmental leadership.

***Comments:***

**PLANNING AND ORGANIZATION**

**Rating:** \_\_\_\_\_

Develops plans, goals, and objectives for area of responsibility; adjusts plans as necessary to meet changing needs; promotes innovation and/or change for improvement; arranges and structures activities to increase effective use of personnel, materials, and equipment; prioritizes and delegates work appropriately; develops effective timelines and meets deadlines; practices effective budget management.

***Comments:***

**DECISION-MAKING AND PROBLEM-SOLVING**

**Rating:** \_\_\_\_\_

Researches and analyzes issues thoroughly; solicits input from others key to issue; exercises good judgment; formulates sound recommendations and conclusions; deals with problems effectively; considers the impact on other individuals and departments; utilizes a collaborative approach to problem solving; demonstrates the ability to facilitate conflict resolution.

***Comments:***

**DEPARTMENT/PROGRAM COORDINATION:**

**Rating: \_\_\_\_\_**

Communicates timelines and projects to staff; gives feedback on progress and accomplishments; communicates with administrator about evaluation timelines; supportive of staff; demonstrates the ability to positively motivate; encourages and collaborates on opportunities for training and staff development; fosters team-building among staff.

***Comments:***

**WORK STANDARDS:**

**Rating: \_\_\_\_\_**

Maintains high standards which support quality work, creativity, motivation, initiative, punctuality, and good attendance; is sensitive to others' needs; displays/earns mutual trust and respect of others; addresses own professional development needs; participates in related professional associations; constructively represents the college to others; maintains cooperative and effective working relationships; keeps professional confidences; demonstrates qualities of integrity, honesty, and ethical practices.

***Comments:***

**OVERALL COMMENTS:**

**EVALUATOR: \_\_\_\_\_**

**EXHIBIT 6**

**MENDOCINO-LAKE COMMUNITY  
COLLEGE DISTRICT  
Full-Time Faculty Salary Schedule  
7/1/2022  
(based on 175 work days)**

<b>STEP</b>	<b>COLUMN 1</b>	<b>COLUMN 2</b>	<b>COLUMN 3</b>	<b>COLUMN 4</b>
1	\$65,473	\$69,048	\$72,509	\$76,012
2	\$68,388	\$71,993	\$75,473	\$78,999
3	\$71,303	\$74,936	\$78,440	\$81,986
4	\$74,218	\$77,881	\$81,406	\$84,971
5	\$77,135	\$80,826	\$84,371	\$87,960
6	\$80,053	\$83,770	\$87,336	\$90,945
7	\$82,968	\$86,715	\$90,301	\$93,931
8	\$85,884	\$89,657	\$93,268	\$96,919
9	\$88,800	\$92,603	\$96,233	\$99,905
10	\$91,717	\$95,547	\$99,198	\$102,890
11	\$94,633	\$98,492	\$102,730	\$105,879
12	\$97,549	\$101,437	\$105,129	\$108,865
13	\$100,465	\$104,380	\$108,095	\$111,852
14			\$111,060	\$114,840
15				\$117,824
16				\$120,811

Instructors will receive year-for-year credit on the salary schedule for teaching experience and one-year credit for two years of related work experience. Maximum initial placement on the salary schedule shall be Step 7 of the appropriate class.

Doctoral Stipend:

An additional \$3151 for an earned doctorate from an accredited institution. When the Full-Time Faculty Salary Schedule increases by an overall percent, this stipend will increase by the same percent.

Longevity Stipend:

An additional \$1750 after being at the top step of a column for four years.  
An additional \$1750 after being at the top step of a column for nine years.

**Effective: July 1, 2022**

## **SALARY CLASSIFICATION**

For purposes of salary classification, one year of full-time related work experience is equated to fifteen semester units for vocational education instructors (B).

A= Placement of both general and vocational education instructors. B = Placement of vocational education instructors.

### **COLUMN 1 (Unit Equivalent – Less than 185)**

Less than Column 2

### **COLUMN 2 (Unit Equivalent – 185)**

- A.     1. Master's Degree + 30 semester units  
          2. Bachelor's Degree + 60 semester units, including a Master's or Doctorate
- B.     1. Bachelor's Degree + 2 years related work experience + 30 semester  
          units (or Bachelor's Degree + 4 years)  
          2. Master's Degree + 1 year related work experience + 15 semester  
          units (or Master's Degree + 2 years)

### **COLUMN 3 (Unit Equivalent – 200)**

- A.     1. Master's Degree + 45 semester units  
          2. Bachelor's Degree + 75 semester units, including a Master's or Doctorate
- B.     1. Bachelor's Degree + 2 years related work experience + 45 semester  
          units (or Bachelor's Degree + 4 years + 15 semester units)  
          2. Master's Degree + 1 year related work experience + 30 semester  
          units (or Master's Degree + 3 years)

### **COLUMN 4 (Unit Equivalent – 215)**

- A     1. Master's Degree + 60 semester units  
          2. Bachelor's Degree + 90 semester units, including a Master's or  
          Doctorate
- B.     1. Bachelor's Degree + 2 years related work experience + 60 semester  
          units  
          (or Bachelor's Degree + 4 years + 30 semester units)  
          2. Master's Degree + 1 year related work experience + 45 semester  
          units (or Master's Degree + 4 years)

**MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT**  
**Full-Time Faculty Overload and Summer Session Salary Schedule**  
(When the Full-Time Faculty Salary Schedule increases by an overall percent, this stipend will increase by the same percent)

**Step 1 - \$76.80**

Units and experience less than Step 2

**Step 2 (Unit Equivalent - 185) - \$80.65**

- I. Master's Degree + 30 semester units or  
Bachelor's Degree + 60 semester units, including a Master's or Doctorate
- II. Bachelor's + 2 years related work experience + 30 semester units or Bachelor's Degree + 4 years related work experience or Master's Degree + 1 year related work experience + 15 semester units or Master's Degree + 2 years related work experience

**Step 3 (Unit Equivalent - 200) - \$84.68**

- I. Master's Degree + 45 semester units or  
Bachelor's Degree + 75 semester units, including a Master's or Doctorate
- II. Bachelor's Degree + 2 years related work experience + 45 semester units or Bachelor's Degree + 4 years related work experience + 15 semester units or Master's Degree + 1 year related work experience + 30 semester units or Master's Degree + 3 years related work experience

**Step 4 (Unit Equivalent - 215) - \$88.91**

- I. Master's Degree + 60 semester units  
Bachelor's Degree + 90 semester units, including a Master's or Doctorate
- II. Master's Degree + 1 year related work experience + 45 semester units (or Master's Degree + 4 years)  
Bachelor's Degree + 2 years related work experience + 60 semester units (or bachelor's degree + 4 years + 30 semester units)

**Mendocino College  
PROFESSIONAL DEVELOPMENT LEAVE APPLICATION**

**FACULTY MEMBER:** Complete this application and forward it to the responsible Dean by November 15<sup>th</sup>.

**Name:**

**Position:**

**Years of service at MC:**

1. Attach a written leave proposal addressing the following:
  - a. Dates of proposed leave
  - b. Purpose and objectives of leave:
    - I. If coursework is involved the plan of study to be pursued
  - c. How the study or project will benefit the district in terms of:
    - I. enhance your effectiveness in working at the college
    - II. meet the District's Mission, Vision, Values and Goals
    - III. benefit future students
    - IV. benefit colleagues and/or your assigned program
  - d. Your Replacement Plan (how your work will be covered during the leave)
  - e. If you have previously had a leave briefly describe the type of leave, purpose, year and duration.
  - f. Other information which will clarify the leave purpose and benefit to the District
2. Attach a signed Professional Development Leave Agreement (Exhibit 9).
3. Sign below and forward these materials to the responsible Dean.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



**DEAN:**

Review the leave proposal and attach a written statement which includes comments: (1) regarding the benefits the District will derive from the leave proposal; and (2) the employee's replacement plan, including costs for replacement staffing. Sign below, attach your written statement, and forward to the Professional Development Committee Chair, with a copy to the faculty member, by December 15<sup>th</sup>.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Mendocino College  
PROFESSIONAL DEVELOPMENT LEAVE AGREEMENT**

**Parties:** The parties to this Agreement are the Mendocino-Lake Community College District and \_\_\_\_\_, faculty member.

**Purpose:** The purpose of this Agreement is to set forth the terms under which the faculty member will participate in the Professional Development Leave program.

**Terms:**

1. Section 14.11 of MCFT Contract, Professional Development Leave, is incorporated herein by this reference.
2. The employee's Professional Development Leave proposal, as approved by the Board of Trustees, is incorporated herein by this reference.
3. Should the employee not comply with the approved Professional Development Leave proposal, the employee will return to the District the full amount of salary paid to the employee while on Professional Development Leave.
4. Should the employee not return to service with the District after the leave period for a time equal to two times the length of the leave, the faculty member will return to the District the salary received while on Professional Development Leave. Should the faculty member return to service but fail to provide the full length of service, the salary will be repaid on a prorated basis.
  - a. As permitted in Education Code 87770, the employee may instead secure a bond to cover #4. If this option is elected, check here and attach evidence that a bond has been secured. \_\_\_\_\_
5. The faculty member's obligation hereunder will be exonerated in the event that the failure of the employee to return and render the agreed upon period of service is caused by the death or documented physical or mental disability of the faculty member, but only if such disability occurs after the leave is approved.
6. Prior to commencement of the leave, the District reserves the right to require an employee to submit evidence of a physical examination from a licensed medical practitioner indicating that he/she is capable of fulfilling the activities set forth in this Agreement.
7. With the concurrence of the faculty member, the District reserves the right to waive any of the terms set forth above.

**FACULTY MEMBER:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**DISTRICT REPRESENTATIVE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT  
Statement of Grievance – MCFT**

Employee Name: \_\_\_\_\_ Date: \_\_\_\_\_

Date of Alleged Grievance: \_\_\_\_\_

1. Specific articles and section numbers of contract alleged to have been violated:

2. Employee's statement of alleged violation. Provide facts to support position.

3. State the action, in your opinion, that will resolve this alleged grievance.

**LEVEL I: DEAN - ATTACH A WRITTEN RESPONSE TO ALLEGED GRIEVANCE.**

Date of Receipt: \_\_\_\_\_

Date of Response: \_\_\_\_\_

Grievance Resolved: \_\_\_\_\_ Unresolved: \_\_\_\_\_

Date Appealed to Level II: \_\_\_\_\_

**LEVEL II: VICE-PRESIDENT - ATTACH A WRITTEN RESPONSE TO ALLEGED GRIEVANCE.**

Date of Receipt: \_\_\_\_\_

Date of Response: \_\_\_\_\_

Grievance Resolved: \_\_\_\_\_ Unresolved: \_\_\_\_\_

Date Appealed to Level III: \_\_\_\_\_

**LEVEL III: SUPERINTENDENT/PRESIDENT - ATTACH A WRITTEN RESPONSE TO ALLEGED GRIEVANCE**

Date of Receipt: \_\_\_\_\_

Date of Response: \_\_\_\_\_

Grievance Resolved: \_\_\_\_\_ Unresolved: \_\_\_\_\_

**WRITTEN NOTICE FOR ADVISORY ARBITRATION MUST BE MADE WITHIN 5 DAYS TO THE SUPERINTENDENT/PRESIDENT.**

Date of Notice: \_\_\_\_\_

**LEVEL IV: ADVISORY ARBITRATION - ATTACH A COPY OF RECOMMENDATION**

Date of Hearing: \_\_\_\_\_

Date of Response: \_\_\_\_\_

**LEVEL V: BOARD OF TRUSTEES - ATTACH A COPY OF THE RECOMMENDATION**

Date of Receipt of Arbitrator's Recommendation: \_\_\_\_\_

Date of Board Meeting: \_\_\_\_\_

Date of Decision: \_\_\_\_\_

**MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT  
Full-Time Faculty Stipend Schedule**

**(When the Full-Time Faculty Salary Schedule increases by an overall percent, these stipends will increase by the same percent)**

**July 1, 2022-June 30, 2023**

<b>Stipend Position</b>	<b>Amount</b>	<b>Paid for the</b>
Head Coach	\$9,505	Year
Theater Arts	\$4,750	Semester
Music	\$2,716	Semester
Gallery Director	\$2,716	Semester
Culinary Arts	\$2,716	Semester
Automotive	\$2,716	Semester
Chair, Curriculum Committee	\$5,431	Semester
President, Academic Senate	\$8,149	Semester
President, MCFT	\$5,431	Semester
Vice-President, Academic Senate	\$2,716	Semester
Coordinator, Distance Education	\$5,431	Semester
Doctoral	\$3,151	Year