

COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
BOARD OF TRUSTEES
OF THE
MIRACOSTA COMMUNITY COLLEGE DISTRICT
AND THE
MIRACOSTA COLLEGE ACADEMIC ASSOCIATE FACULTY
CCA/CTA/NEA
FOR THE PERIOD
July 1, 2024 – June 30, 2026

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'The following Agreement has been reached by designated representatives of the Board of Trustees and the MiraCosta College Academic Associate Faculty CCNCTA/NEA, in accordance with the California Education Employment Relations Act. Provisions of this Agreement are effective July 1, 2024, through June 30, 2026, unless specified herein.

MiraCosta College Academic Associate Faculty


Krista Warren (Jun 8, 2024 13:21 MDT)

Jun 8, 2024

Krista Warren, President, MCCA AF

Date

MiraCosta Community College District



6/11/2024

Dr. Sunita V Cooke, Superintendent/President

Date

Collective Bargaining Agreement
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ARTICLE 1. AGREEMENT AND RECOGNITION

1.1 This Agreement is made and entered into by and between the Board of Trustees of the MIRACOSTA COMMUNITY COLLEGE DISTRICT (“District”) and the MIRACOSTA COLLEGE ACADEMIC ASSOCIATE FACULTY CCA/CTA/NEA (“Association”), and shall be binding upon themselves and their successors for the term hereof. For the term of this Agreement, the District recognizes the Association as the exclusive representative of all credit part-time faculty, part-time librarians, part-time counselors and noncredit part-time teaching faculty in the following departments: English as a Second Language (ESL), Other Noncredit, and Adult High School Diploma Program (AHSDP)/Career Development and Workplace Preparation and noncredit counselors. It is expressly understood that excluded are all faculty teaching in fee-based, not-for-credit courses and programs, POST instructors, FET instructors, faculty coordinators, physicians, MFCC interns, EOPS counselors; all full-time faculty, librarians and counselors; all management, supervisor and confidential employees; and all other employees who hold positions not requiring certification qualifications.

1.2 This Agreement is entered into pursuant to Chapter 10.7 Sections 3540-3549 of the Government Code, which shall be referred to as the “EERA” and shall control over individual contracts with a unit member as to bargaining unit work.

1.3 The parties to this Agreement recognize the value of the work provided by bargaining unit members, and it is not the intent of the District to eliminate the use of unit members.

1.4 In those instances where past departmental, instructional or institutional practices or procedures are in conflict with this Agreement, this Agreement shall prevail.

ARTICLE 2. RIGHTS OF THE ASSOCIATION

2.1 The District shall designate a bulletin board at each of its campuses, to which the Association shall have access for the purpose of posting notices of activities and matters of Association concern.

2.2 The Association may place Association materials in “mailboxes” and electronic mail designated by the District for use by unit members. A copy of materials for general distribution shall be submitted to the District. The Association shall have access to a voicemail account for Association business.

2.3 Upon request, the Association shall have the right to use campus buildings during regular operating hours without charge so long as it does not interfere with District activities. The Association may use space within the designated associate faculty office for storage.

2.4 Upon request, the District agrees to furnish the Association with information as per the Educational Employment Relations Act.

2.5 Unit members appointed to serve as representatives on any officially designated group that deals substantially with items within the scope of representation shall be compensated at the corresponding non-classroom rate from Exhibit B. When such a group is formed with the knowledge of the District, the District will notify the President of the Association within ten (10) working days.

2.6 For the negotiation of the successor agreement, the District agrees to pay a maximum of five (5) unit representatives at their current hourly rate from Exhibit A for time actually spent at the negotiating table.

2.7 Upon Board ratification, the District will provide the Association with twenty (20) paid hours per week during the academic year (fall and spring semesters) for the purposes of employee representation, contract administration, processing grievances, and other lawful union business. The District will provide the Association President or designee with five (5) paid hours per week in the summer. Unit members receiving paid time under this section will be compensated at the non-classroom hourly rate. The Association President will notify the District prior to the end of the preceding semester the names of the unit members who will receive the paid time. This time is not part of the 67% workload limitations.

ARTICLE 3. RIGHTS OF MANAGEMENT

3.1 All matters not specifically covered by this Agreement are reserved to the District. It is agreed that such reserved rights include, but are not limited to, the exclusive right and power to determine, implement, supplement, change, modify, or discontinue, in whole or in part, temporarily or permanent, any of the following:

a. The legal, operational, geographical, and organizational structure of the District, including the chain of command, division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees.

b. The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes, and debt, and all means and conditions necessary or incident to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget information process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures.

c. The acquisition, disposition, number, location, types, and utilization of all District properties, whether owned, leased or otherwise controlled, including all facilities, grounds, parking areas, and other improvements.

d. All services to be rendered to the public and to District personnel in support of the services rendered to the public; the nature, methods, quality, quantity, frequency and standards of services, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment, and tools to be used in connection with such services; the subcontracting of services to be rendered and functions to be performed, including educational, support, construction, maintenance, and repair services.

e. The utilization of personnel not covered by this Agreement, including but not limited to substitutes, casual and provisional personnel, consultants, and supervisory or managerial personnel, and the methods of selection and assignment of such personnel.

f. The educational policies, procedures, objectives, goals, and programs, including those relating to curriculum, course content, textbook selection, educational equipment and supplies, student admission, student attendance, student advancement, student guidance, grading, student testing, student records, health and safety, student conduct, student discipline, transportation, food services, racial and ethnic balance, student extracurricular and co-curricular activities, emergency situations, and the substantive and procedural rights and obligations of students, parents, other personnel, and the public with respect to such matters.

g. The selection, classification, direction, promotion, demotion, discipline and termination of all personnel of the District; equal employment policies and programs

to improve the District's utilization of women and minorities; and the determination as to whether, when and where there is a job opening.

h. The job classifications and the content and qualifications thereof.

i. The duties and standards of performance for all unit members, and whether any unit member adequately performs such duties and meets such standards.

j. The dates, times and hours of operation of District facilities, functions and activities, work schedules, and the school calendar.

k. Safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies, and equipment, including the various rules and duties for all personnel with respect to such matters.

l. The retirement of unit members.

m. The layoff of unit members as the result of the exercise of any of the rights enumerated above or as a result of the exercise of any of the rights of the District.

3.2 All other rights of management not expressly limited by the clear and explicit language of this Agreement are also expressly reserved to the District even though not enumerated above, and the express provisions of this Agreement constitute the only contractual limitations upon the District's rights. The exercise of any right reserved to the District herein in a particular manner, or the non-exercise of any such rights, shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.

3.3 Exercise of the District's rights shall be consistent with and limited by law and the specific terms and conditions of this Agreement.

ARTICLE 4. NONDISCRIMINATION AND SAFETY

4.1 The District and the Association agree that they shall abide by Title VII of the federal Civil Rights Act of 1964 and Title IX, as amended, to the extent applicable.

The District will abide by all nondiscrimination requirements of the Educational Employment Relations Act and not discriminate against any employee because of membership in or lawful activity on behalf of the Association.

The Association and the District agree not to discriminate unlawfully against any employee covered by this Agreement on any basis protected in board policy, state, or federal law including but not limited to age, ancestry, color, ethnicity, gender, gender expression, gender identity, genetic information, marital status, medical condition, mental disability, national origin, parental status, physical disability, pregnancy, race, religious creed, sexual orientation or veteran status of any person, or because he or she is perceived to have one or more of the foregoing characteristics.(See Board Policy 3430)

Section 4.1 is not subject to the grievance procedure in this Agreement.

4.2 The District agrees that whenever feasible unit members will be included in any District-sponsored emergency notification systems and trainings that are implemented for full-time and/or contract employees of the District, and the Association agrees that it will make every reasonable effort to aid the District in implementing systems and procedures to ensure the currency and accuracy of the contact information for unit members.

The District administration shall notify a unit member as soon as reasonably possible of any credible personal threat against that person received by the District. A unit member who becomes aware of physical violence or a credible threat against a student or employee, or destruction or credible threat of destruction or property, shall report said to the Office of Public Safety (Campus Police) as soon as safely feasible.

The District encourages unit members to inform the Risk and Safety Manager of any perceived hazards in the workplace or on campus without fear of reprisal. A unit member who observes or experiences any hazard that they perceive to be unsafe shall report the condition to the Risk and Safety Manager by either sending an e-mail to riskmanagement@miracosta.edu or by calling that office at (760) 795-6866. The District provides a system of anonymous notification by unit members about hazards at the internal fraud hotline (800) 860-0597. The Risk and Safety Manager maintains procedures for identifying and evaluating workplace hazards and will update the Association of reports made and the corrective actions taken resulting from those reports made by unit members.

ARTICLE 5. DUES DEDUCTIONS

5.1 Any unit member may sign and deliver to the Association a form authorizing deduction of dues. Pursuant to such authorization, the Association will notify the designated representative of the District and the District shall deduct the dues from the regular paycheck of the faculty member for each payroll month, summer excepted.

5.2 Such dues shall be directly deposited to CCA/CTA. Should a unit member's paycheck be of insufficient amount to meet the authorized dues deduction, no deduction of any amount will be made by the District.

5.3 The District shall refer all unit member questions or requests about Association membership or Association dues to the Association President. The District shall rely upon the written notification from the Association described above prior to processing any dues deduction or revocation request. The Association shall not unreasonably delay providing notice to the District of any change in the unit member's membership status. The Association is responsible for processing any unit member request to cancel or change authorizations for dues deductions.

5.4 The District shall not be obligated to put into effect any new, changed or discontinued deduction unless the change is in the District payroll office prior to the fifth (5th) calendar day of the month prior to its effective date.

5.5 With respect to all sums deducted by the District, the District agrees to furnish within fifteen (15) days following the date of the deduction on the faculty member's paycheck, an alphabetical list of faculty members from whom such deductions have been made.

5.6 The Association agrees to furnish any information needed by the District to fulfill the provisions of this article.

5.7 The Association shall indemnify and hold harmless the District from any loss, damages or expenses of any form arising from the operation of this article. The Association further agrees that neither any employee nor the Association shall have any claim against the employer for any deductions made or not made as the case may be unless a claim of error is made in writing to the employer within thirty (30) calendar days after the date such deductions were or should have been made, or were transmitted to the unit bank account, whichever is a longer period.

5.8 The District will conduct an employee orientation for all newly hired unit members. The District will provide the Association with at least ten (10) days advance notice of the date and time of the orientation. The Association shall be provided ten (10) minutes to orient newly hired unit members during the orientation. The Association will also be provided with a minimum of one Flex session per semester to meet with new unit members.

5.9 The District shall provide the Association with a list of the names, departments, work locations, home addresses, home telephone numbers, cell phone numbers, and personal email addresses on file with the District for all unit members on or before the following dates: October 1, March 1, and July 1.

The District shall notify the Association within thirty (30) days of Board approval of the initial employment of any new unit members and provide the above information.

Home addresses, home telephone numbers, cell phone numbers, and personal email addresses on file with the District will be omitted for those unit members who request that this information not be disclosed to the Association pursuant to Government Code 6205.

ARTICLE 6. PERSONNEL FILES

6.1 It is expressly understood that personnel files are the property of the District. Unit members, or their designees with written authorization, upon reasonable request and during business hours, shall have the right to inspect their own personnel files during the time they are not required to render services to the District; provided, however, that the right of inspection shall not include materials, ratings, reports, or records that were obtained prior to their employment, were prepared by identifiable examination committee members, or were obtained in connection with a promotional examination.

6.2 Any information, except materials relating to ratings, routine District records, reports or records obtained prior to their employment, were prepared by identifiable examination committee members, or were obtained in connection with a promotional examination, shall not be entered or filed unless the employee has first been given a copy of the document and an opportunity to comment thereon. Each unit member shall have the right to enter and have attached to any derogatory statement their own comments thereon. Apart from student evaluations, no anonymous communications shall be placed in the file.

6.3 The District shall not use in any formal District proceeding affecting the status of a unit member's employment with the District the following: a) any non-evaluation related, anonymous document; or b) any other document unless a copy of said document has previously been given to the employee, excepting routine business records.

6.4 Files are to be accessed only by persons who have a legitimate need or legal authorization to review file contents within the scope of their employment.

6.5 The unit member or designee shall be allowed to receive electronic copies of any documents in their personnel file they deem necessary.

ARTICLE 7. WORKLOAD AND SCHEDULING PRIORITY

7.1. Workload

7.1.1 A unit member may be assigned a workload amount equal to or less than sixty-seven percent (67%) of the annual workload of a full time faculty member performing comparable work, which is equated as follows:

a. Classroom assignments (credit and noncredit): 10 LHE per semester, exclusive of intersession terms.

b. Non-classroom assignments (Counselors and Librarians): 23.45 hours per week, from July 1–December 31 and January 1–June 30. Counselors and librarians who also have a classroom assignment during the fall or spring semester will have the number of assigned counseling or library hours per week reduced in direct proportion to the assigned percentage of full time load.

Department chairs/lead instructors shall have the ability to recommend to the dean or designee the scheduling of unit members up to this limit.

7.1.2 Unless otherwise provided specifically within the terms of this agreement, all work assignments to unit members will be made and compensated in increments of LHE and be fully reflective of all discipline-based workload measures as defined in Exhibit E. All hourly, non-classroom assignments made to counselors and librarians will be compensated based on the total number of hours worked per month.

7.1.3 Workload Factor Review Process. Workload factors associated with courses shall be reviewed and revised according to the following process:

a. STEP ONE: By the end of week 4 of the spring semester the department requesting a lab, discipline, or performance course workload factor be established or re-rated shall provide a written justification, including the Course Outline of Record (COR) to the appropriate dean. The justification must address the appropriate criteria as specified in Exhibit E.

b. STEP TWO: By the end of week 8 of the spring semester the dean reviews the written justification and COR, and provides a written rationale of whether or not they support the request. If the dean supports the request, they shall forward the original request and their written rationale to the appropriate vice president and the Association president or designee. If the dean does not support the request, they shall return the original request and their written rationale to the department. A copy of the denial of the request shall also be sent to the appropriate vice president. The department may submit a written appeal to the denial of the original request to the appropriate vice president within ten (10) business days. If the department does not appeal within ten (10) business days, the decision of the dean stands.

c. STEP THREE: The appropriate vice president shall review any workload factor requests submitted by the dean by the end of week 12 of the spring semester. The vice president shall notify the Association president of their approval or denial of the request, and any proposed workload factor. The vice president shall provide the Association at least ten (10) business days to respond before forwarding an approved recommendation to the superintendent/president.

Upon receipt of an appeal from the department, the vice president shall form a workload review team to make a final recommendation. The workload review team shall consist of the appropriate vice president, one dean, the Vice President of Human Resources or designee, the Association president or designee, a full-time faculty representative or designee, and one faculty member mutually agreed upon by the parties. To the extent practicable, the third faculty member will alternate between full-time and associate faculty. None of the members of the workload review team may be the dean or faculty member of the department making the request. All appeals shall be reviewed within four (4) weeks from the date of receipt of appeal documents by the appropriate vice president. If the workload review team does not agree with the department's recommendation, a written rationale will be provided to the department and dean. All final recommendations shall be submitted to the superintendent/president.

d. STEP FOUR: The superintendent/president considers the request and chooses one of the following courses of action:

- i. If the superintendent/president supports the request, and the request has no fiduciary impact, the superintendent/president's decision will be communicated to the appropriate vice president for implementation within ten (10) business days.
- ii. If the superintendent/president supports the request and the request has a fiduciary impact, the superintendent/president will present the recommendation to the Board of Trustees at the next Board business meeting. If the Board approves the request, the decision will be communicated to the appropriate vice president for implementation. If the Board does not approve the request, the superintendent/president will provide a written rationale to the appropriate vice president and the Association.
- iii. If the superintendent/president does not support the request, the superintendent/president will provide a written rationale to the appropriate vice president and the Association within ten (10) business days.

7.1.4 Workload Scheduling for Distance Education. Beginning in fall 2022, all unit members assigned to teach distance education courses shall be required to meet the two online certification requirements described below. Those who complete the required district training and certification form will be certified to teach online.

a. District Provided Training: Complete a district approved training by the start of the fall 2022 semester covering: the Federal Education Rights and Privacy Act (“FERPA”), copyright, and accessibility standards. Training completed at another institution of higher education may be submitted for approval by the District in order to satisfy this requirement. The training shall be available to unit members without charge, as self-paced online, by the start of the fall 2021 semester, as follows:

- i. Initial training: The initial certification training shall be no longer than three (3) hours for all required content.
- ii. Refresher training: Unit members shall be required to complete a refresher training once every four (4) years to maintain currency to teach online. The refresher training shall be no longer than ninety (90) minutes for all required content.

b. Certification Form: Unit members shall be required to sign the *MiraCosta Online Class Requirements Self- Checklist*, which is attached as Exhibit G. By signing the certification form, unit members agree to abide by all recommendations on the checklist. Those who do so are agreeing to meet these recommendations in each class taught in an online or hybrid format on an ongoing basis. Unit members shall be required to recertify once every four (4) years to maintain currency to teach online.

The appropriate dean or designee shall document that all unit members who are assigned to teach distance education courses have satisfied the certification requirements above. The dean or designee shall maintain a comprehensive list of certified online instructors, and shall consult this list prior to assigning a unit member to teach a distance education course in accordance with department and district procedures.

The district must inform unit members when recertification is required at the beginning of the academic year that the certification will expire. If a recertification notice is not provided on time, the unit member will maintain certification until notice is given and the unit member is afforded three (3) months to complete the process.

Exceptions to this requirement may be granted by the appropriate vice president, such as in emergency situations that require late instructor assignments. Efforts will be made to provide appropriate distance education training to the unit member during the semester of the assignment.

c. Compensation: During the 2021-2022 academic year, unit members who complete the distance education online certification process will be compensated for this time upon completion at half of their hourly rate in Appendix A or B.

7.1.5 Workloads and affiliated compensation for office hours, flex activities, and special non-instructional assignments as provided within this agreement shall be excluded from computation of assignment limits to the extent allowed by law (Education

Code § 87482.5). Nothing herein shall preclude the District from hiring or assigning unit members as short-term substitute or temporary employees as otherwise permitted by the Education Code, which the District may do without creating a contract assignment.

7.2 Scheduling Priority: The parties agree that an assignment process that honors the positive performance and longevity of unit members is a benefit to both the unit member and the District. The intent of this section is to provide scheduling priority to unit members who meet professional standards of performance and demonstrate a continuing commitment to the educational programs of the District.

a. Assignment of Work

- i. Assignments will be made in the following order: to fulltime faculty, to unit members with scheduling priority as outlined below, and then to unit members without priority. It is understood that in the event a full-time faculty member's regular contractual assignment (not including overload) is cancelled or reduced, the full-time faculty member may be assigned to replace a unit member.
- ii. The scheduling and assignment of work shall be at the discretion of the deans/vice president in accordance with the scheduling priority process outlined below in 7.2.b.
- iii. To facilitate the assignment process, the District will request information from unit members as to the days and times the unit member may be available to work.

b. Scheduling Priority Process

- i. Unit members are eligible for scheduling priority after having completed at least six (6) semesters (summer intersession excluded) within a consecutive four (4) year period beginning fall 2017.
- ii. Unit members will receive scheduling priority when the following conditions have been met:
 1. The unit member has met the standards of performance that are required of faculty in the District. (See Article 9 of this Agreement.) This shall require the receipt of at least two consecutive (2) positive evaluations.
 - (a) The phrase "positive evaluation" shall mean the receipt of an overall "Meets Expectations" or "Exceeds Expectations" evaluation rating.

- (b) A unit member may use a prior positive evaluation from fall 2016 to the present to request scheduling priority.
- 2. The unit member must submit a scheduling priority request form to the dean of their department for verification of eligibility to be placed on the scheduling priority list.
 - (a) The scheduling priority request form must be submitted to the dean of the department by the last day of the second week of the semester to determine eligibility for assignments for the following semester.
 - (b) If the unit member has not been evaluated at least twice at the time they are eligible to request scheduling priority, the District shall schedule a performance evaluation for the unit member. Unit members who have been evaluated at least twice, but who have not received two consecutive positive evaluations, will continue to be evaluated under the regular evaluation cycle.
- 3. Priority for Assignments: priority for assignments will be made to the unit members who have the longest record of service to the District based on the initial date of hire and prior successful service in the department, specific course, librarian, or counseling (SAS, Transfer Center, etc.) assignment. Available assignments will be assigned in seniority order to unit members with scheduling priority in accordance with section 7.1.1 before assignments are offered to those without priority. If there are assignments remaining after all unit members with scheduling priority have been assigned, unit members without priority may be scheduled. When two or more unit members with scheduling priority are equally qualified for a course, librarian, or counseling assignment, the assignment decision will be made by drawing lots.

c. Exceptions to Scheduling Priority

- i. A unit member shall not earn scheduling priority for teaching Honors contracts, internships, or work experience.
- ii. Assignments to coach an intercollegiate sport, related intercollegiate sections, and other assignments specifically connected to the

intercollegiate coaching duties cannot be used to establish scheduling priority eligibility for Kinesiology/Athletics assignments.

- iii. Each semester the District may restrict the greater of 10% of the total number of available associate faculty teaching assignments in each discipline (rounded to the nearest 0.20 FTE) OR one (1) course section, OR eight (8) hours/week in a non-classroom assignment for the purpose of hiring new associate faculty.

d. Priority of Assignment and Class Reductions

- i. Class assignments may not be changed once the “My Term Workload” has been signed and submitted (electronically) in SURF indicating acceptance of the job offer without the written consent of the unit member or under the conditions described below:
 - 1. A full-time faculty member may be assigned to replace a unit member in the event the full-time faculty member’s regular assignment is cancelled or reduced due to insufficient enrollment.
 - 2. Class is cancelled due to insufficient enrollment.
- ii. Where a reduction in schedule needs to occur due to program needs, budget constraints, or more contract faculty hires, the reduction will occur first from unit members who have not yet qualified to be placed on the scheduling priority list. Thereafter, any reduction shall occur in reverse order, with the least senior unit member reduced first. The intended result of this process shall be to displace the unit member with the least (or no) priority.
- iii. In the event a reduction must be made after the first day of the semester or term, the affected unit member shall not displace other unit members until the subsequent semester or term.

e. Loss of Scheduling Priority

- i. The scheduling priority for a unit member may be suspended or terminated if they do not, as evidenced by formal evaluation, meet the standards of performance that are required of faculty in the District. (See Article 9 of this Agreement.)
- ii. A unit member will lose scheduling priority if they decline all offered assignments for three consecutive semesters, except under number 5 below.

- iii. A unit member will lose scheduling priority if they fail to maintain current licensing or certification requirements.
- iv. A unit member may lose scheduling priority if they violate established District policies and procedures, repeatedly fail to meet required Flex obligations, or are subject to formal discipline by the District.
- v. A unit member will not suffer a loss or reduction in scheduling priority if any one of the following conditions is met:
 - 1. The unit member is unable to accept or commence an assignment due to serious illness, or the serious illness or death of a child, parent, spouse or domestic partner.
 - 2. In the event of extenuating circumstances, a unit member may submit a written request to the dean forty-five (45) calendar days before the beginning of the semester stating that they are unable to accept an assignment during the upcoming semester but that they want to maintain their scheduling priority. Any such request is subject to approval from the dean and the appropriate vice-president. “Extenuating circumstances” includes an opportunity for professional growth, request for leave related to pregnancy or bonding leave for a biological, adopted, or foster child, or the recent death of a member of the immediate family (not subject to the 45 day window). The decision of the dean and/or vice-president shall not be subject to the grievance procedure.
 - 3. Qualifying military leave granted in accordance with the California Military & Veterans Code section 389 *et. seq.* and the federal Uniformed Services Employment and Reemployment Rights Act (“USERRA”), 38 U.S.C. section 4301, *et. seq.* (See also section 15.8).

f. Notification of Loss of Assignment. A unit member who has earned scheduling priority will be notified in writing by the dean or designee as soon as it appears that they may not be offered a class(es) for the next semester that the unit member had taught for that time. When reasonably possible the notification shall not be later than the department’s final schedule submission.

g. All assignments for unit members are temporary in nature, contingent on enrollment, funding, and program changes, and no unit member has a reasonable assurance of continued employment at any point in time, regardless of the status, the length of service, or priority status of the unit member.

7.3 Scheduling decisions that violate the scheduling priority procedures outlined above shall be subject to the grievance procedures set forth herein.

7.4 The District will not consider fringe-benefit eligibility in determining assignments.

7.5 Unit members teaching honors sections shall be compensated 0.22727 LHE per honors student contract, up to a maximum of five (5) honors student contracts per unit member, per semester. The total assignment for unit members, including work experience, internship classes, or honors, shall not exceed ten (10) LHE per semester. Before teaching an honors section, a unit member must either:

- a. Complete a FLEX workshop in honors, or
- b. Provide proof of experience teaching an honors section to the appropriate supervising dean and vice president, or
- c. Receive a recommendation to teach an honors section from their respective department chair, which shall be subject to approval by the appropriate dean and vice president.

Compensation for teaching an honors section requires approval by the appropriate dean and vice president. The maximum number of honors student contracts for associate faculty as a whole shall not exceed 100 per academic semester.

7.6 A unit member may substitute on a day-to-day basis for classroom assignments without any change in employment status (i.e. day-to-day substitution will not increase assigned load or LHE). Day-to-day substitution means a substitute assignment of one or more days, consecutive or otherwise, when it is unclear when the original instructor of record will return. A substitute assignment cannot exceed 20 (twenty) consecutive business days per assignment during any one (1) academic semester without the substitute instructor becoming the instructor of record for the course.

If at any time preceding the twenty (20) business day limit it is clear that the original instructor of record will not be returning to teach the course, the substitute instructor shall immediately become the instructor of record. As soon as the substitute instructor becomes the instructor of record for a course, they shall have the LHE value for the remaining portion of the course added to their load card for the semester.

If the original instructor of record is able to return prior to the end of a substitute assignment, the dean and/or vice-president may restore the original instructor of record to the course as of the date of their return. Under these circumstances, the LHE value assigned to the substitute instructor shall be reduced accordingly.

The FLEX obligation for all substitute assignments shall remain with the original instructor of record, and no compensation for FLEX will be included in pay of the substitute instructor. The dean and/or vice-president may authorize pro-rated office hours for substitute assignments based on availability.

ARTICLE 8. WORKING CONDITIONS/SUPPORT SERVICES

8.1 Unit members will have, without charge to the unit member, access to available secretarial support, printing and media equipment and supplies, e-mail accounts, Web pages and campus Internet, mailboxes, staff parking permits, identification, and library cards.

8.2 Unit members will be allowed to sign up for office hour space utilizing existing facilities on each campus to the extent available in order to meet with students.

8.3 The District will maintain secured office space on each campus for the exclusive use of unit members for activity reasonably related to the unit member's teaching responsibilities and communications. The District will provide table(s), chair(s) and computer(s) with Internet access for use by unit members.

8.5 Unit members shall be eligible to apply for travel and conference funding.

8.6 The District will provide to a unit member the District's requirements for the use of technology for administrative functions at the time an assignment is offered to the unit member. The unit member must be able to meet those requirements in order to accept the assignment. Administrative functions may include, but are not limited to class rosters, drop sheets, and grade reports. Syllabi are submitted through the portal or via e-mail.

Unit members will be able to access and use the same Course Management System(s) (CMS) approved and supported for the full-time faculty. Training in the use of approved and supported CMS will be available through regular (on-line and face-to-face) workshops open to unit members. Many departments have agreed to utilize standardized technology solutions, these will be discussed with the unit member, along with the expectations for proficiency, at the time the initial or rehire offer of assignment is made.

8.7 Unit members shall be required to complete mandated training as directed and assigned by the District.

a. Depending on the topic, the training may be required on annual, biennial, or triennial basis. Unit members shall have a minimum of 30 days to complete any newly assigned training.

b. Unit members shall be compensated at their respective non-teaching hourly rate of compensation as specified in section 17.3 of the Academic Associate Faculty CBA for actual time spent on mandatory training assigned by the District. "Actual time spent" shall be understood to mean the length of each training module.

c. Unit members who have completed mandatory sexual harassment training in accordance with AB 1343 through another employer within the two-year compliance period may submit verification of compliance to the Human Resources Department (HR_Department@miracosta.edu) to satisfy this training requirement.

d. Unit members shall be compensated for mandatory training in the semester in which it was completed.

e. Unit members are required to complete mandated training in addition to their Flex obligations as outlined in Article 16 of the CBA. All mandated training is ineligible for compensation as Flex.

f. Failure to complete mandated training as directed and assigned may be cause for loss of future assignments with the District.

ARTICLE 9. EVALUATION PROCEDURES

9.1 The major objectives of the evaluation process are to ensure that the District has highly competent and qualified academic staff, to improve individual performance, and to encourage professional growth.

9.2 The selection of the evaluator and observer (may be the same individual) will be made by the Dean or designee. Unit members will be evaluated during the first semester of employment at their assigned classroom or worksite, including online for distance education courses. Subsequent evaluations will be performed, at a minimum, every six semesters of employment. It is recommended that all unit members be evaluated during the first semester of any new assignment. For the purpose of this Agreement, subsequent semesters shall not include the summer intersession. At the discretion of the department chair, lead instructor, dean or appropriate vice president, additional student evaluations and classroom/worksite visitations may be completed.

9.3 Evaluations will consist of the following components:

- a. a classroom or worksite observation;
- b. student surveys when appropriate;
- c. review of sample materials relevant to the assignment (syllabi, course materials, lesson plans, education plans, librarian chat room transcripts, etc.);
- d. an administrative review of workplace performance; and
- e. at the option of the unit member, additional information relevant to the assignment may also be submitted, such as professional development activities, governance assignments, or other professional efforts that have not been recognized since the unit member's last evaluation period.

The District will negotiate any evaluation forms with the Association for input regarding the evaluation criteria for unit members as reflected in this Agreement prior to the implementation of the forms. This does not apply to modifications that are purely format, structural, or modality.

The District will provide training to all evaluators and observers on the process outlined in this Article.

9.4 The unit member scheduled for evaluation shall be notified by the fourth (4th) week (of a full sixteen (16)-week semester, or shortened proportionally for shorter sessions) after the start of the semester. The notification will include that the unit member has been scheduled for an evaluation and provided with the identity of the proposed observer. Upon notification, if the unit member believes the proposed observer is biased against them, then the unit member may request to their dean, in writing, that an alternate observer be designated. Any change in observer will be at the discretion of the dean. A copy of the evaluation procedure, including evaluation criteria, will be provided to the unit member at the time of notification of the

evaluation. Evaluative comments must be supported by the direct observations or other documented information since any prior evaluation.

9.5 Process and Criteria for Evaluation

a. Classroom / Physical Worksite Observation Process: A classroom or physical worksite location will be visited by an observer, as described below, who completes a formal evaluation.

- i. The dean, or designee, will select the course and section number that will be observed, and a proposed two-week timeframe for the observation to take place. This information will be communicated to the unit member.
- ii. Each observation shall be based upon at least one (1) observation, lasting at least fifty (50) minutes. Evaluations are to be based predominantly on the observation and other factors that are visible to the observer.
- iii. When feasible, the observation will be made by a full-time faculty member whose contract assignment is in the same discipline as that of the unit member being evaluated or is a discipline expert.
- iv. Within ten (10) business days of the classroom or worksite observation, the observer shall conduct a post-observation meeting with the unit member, which will include discussion of the observations made by them.

b. Online Observation: An online classroom or online worksite location will be visited by an observer, as described below, who completes a formal evaluation.

- i. Each evaluation shall be based upon at least one (1) observation during a week-long observation period. The observation length should be at least fifty (50) minutes and does not have to be consecutive in nature. Evaluations are to be based predominantly on the observation and other factors that are visible to the observer.
- ii. For classroom faculty, the dean or designee will select the course and section number that will be observed, and a proposed two-week timeframe for the observation to take place. This information will be communicated to the unit member. The observation will include one of the following two approaches below, as selected by the observer, to be used during a week-long observation timeframe:

1. The unit member must authorize student-level access for the observer. The observer may log into the online course and navigate the course in student view.
 2. The observer and unit member may schedule a meeting, virtual or in-person, when both parties can access the online course in both the student and Teaching Assistant view. During this meeting, the unit member may demonstrate and explain the online course to the observer.
- iii. For non-classroom faculty, the dean or designee will determine an online activity relevant to the unit member's assignment to be observed. As appropriate to the selected activity, the unit member may need to obtain advance approval of a student for the observer to participate in the activity.
 - iv. When feasible, the observation will be made by a full-time faculty member whose contract assignment is in the same discipline as that of the unit member being evaluated or is a discipline expert.
 - v. Within ten (10) business days of the last observation and/or interaction, the observer shall conduct a post-observation meeting with the unit member, which will include discussion of the observations made by them.
- c. Student Surveys
- i. Each unit member will have student surveys conducted in every course or non-classroom assignment during the first semester of their first assignment at the college, and, thereafter, at least once during every three (3) semesters within each discipline the unit member holds an assignment. Quantitative (numerical) student survey results will be included in the evaluation, including the number of student responses received. Survey results will be weighted accordingly based on student response rate.
 - ii. Student surveys may be administered for all contracted sessions during an evaluation period. Unit members will be notified of when student surveys will be distributed, whether in-person or online.
 - iii. Unit members with non-classroom assignments should obtain a minimum of thirty-five (35) responses from the *Student Survey of Non-Classroom Services*.
 - iv. Copies of the student surveys will be given to the unit member upon grade submission for that course.

- c. The criteria for evaluation may include:
 - i. Demonstrated skill in classroom teaching, counseling or library work, which may include: (completed by the observer)
 - 1. Maintaining currency and depth of knowledge in the primary areas of responsibility;
 - 2. Using effective communication, written and oral;
 - 3. Fostering an inclusive learning environment toward equitable outcomes;
 - 4. Demonstrating a commitment to cultural competence and equity-minded pedagogies;
 - 5. Ensuring careful attention to effective organizational skill in the classroom and /or other worksite(s);
 - 6. Utilizing specific techniques or technology utilized in the classroom and/or worksite(s); and
 - 7. Demonstrating creativity and innovation in the specific area of assignment.
 - ii. Respect for students' rights and needs by: (completed by the observer)
 - 1. Demonstrating patience, fairness, and promptness in the evaluation and discussion of student work;
 - 2. Exhibiting sensitivity and responsiveness to the needs of individual students and their special circumstances, when appropriate;
 - 3. Demonstrating sensitivity to and understanding of the diverse academic, social, economic, cultural, ability and ethnic backgrounds of community college students which affect the learning process in the specific area of assignment;
 - 4. Acknowledging and defending the free inquiry of students in the exchange of criticism and ideas; and
 - 5. Recognition of the opinions of others.

- iii. Respect for colleagues and the educational profession by: (completed by the observer and/or evaluator)
 - 1. Acknowledging and defending the free inquiry of colleagues in the exchange of criticism and ideas;
 - 2. Recognizing the opinions of others;
 - 3. Acknowledging sources, when appropriate;
 - 4. Striving to be objective in the professional judgment of colleagues;
 - 5. Acting in accordance with the ethics of the profession and with a sense of personal integrity;
 - 6. Working in a spirit of timely cooperation to cultivate and maintain a collegial atmosphere.
 - 7. Timely response to administrative requirements;
 - 8. Demonstrating sensitivity to human and cultural diversity among colleagues; and
 - 9. Maintaining contractual obligation to teaching and worksite hours and if appropriate, to regular and timely office hours and/or the course outline of record.
- iv. Participation in student learning outcome assessment processes. (completed by the observer and/or evaluator) Results of student learning outcome assessments shall not be a factor in unit member evaluations.
- v. Associate faculty are encouraged to participate in or attend professional activities such as workshops, seminars, or professional meetings as their schedules permits.

9.6 A summary evaluation report shall be submitted to the unit member for review and response ten (10) working days before the end of the semester or earlier. The summary evaluation and any response from the unit member shall be included in the unit member's personnel file.

9.7 A unit member will be notified of performance that is unsatisfactory or needs improvement. The evaluation will enumerate the problem area or areas with specific suggestions of improved performance on the evaluation form.

a. For unit members who have reemployment preference, an Evaluation Summary of “Improvement Possible” or “Does Not Meet Expectations” will result in a written plan for improvement. The written plan for improvement will be outlined on the “Summary Assessment” of the evaluation form. A follow-up evaluation will be conducted the following semester.

b. If a follow-up evaluation results in an Evaluation Summary of “Improvement Possible or “Does not Meet Expectations,” the unit member will lose reemployment preference. The unit member may appeal this decision to the appropriate vice-president, in writing, within ten (10) days.

9.8 The grievance procedure may be utilized for resolving alleged procedural disputes with respect to the evaluation process.

9.9 The timeline for evaluating unit members who teach courses that are of nonstandard duration shall be modified proportionally.

9.10 A unit member who has a break in service of eighteen (18) months or more, for any reason, will be considered a first-time unit member for purpose of evaluation.

This Article may be reopened by either party during the 2024-25 academic year.

ARTICLE 10. RIGHT OF INTERVIEW

10.1 A unit member's application packet for an advertised full-time academic position will be forwarded for screening to the Screening Committee provided they meet the following requirements: (a) the advertised minimum qualifications for the position; and (b) completion of all the required application procedures.

10.2 The Screening Committee shall interview those unit members from the list of applicants who are considered among the top ten (10) applicants by the Committee.

10.3 For each advertised full-time Academic position, the District will provide the Association upon completion of the hiring process with the number of applicants meeting the minimum qualifications, the number of unit members who applied, and the number of unit members interviewed by the Screening Committee.

10.4 When reasonably feasible, vacant part-time positions will be posted on the college Web site.

ARTICLE 11. OFFICE HOURS

11.1 Office hours are designed to allow a one on one contact between instructor and student. Unit members teaching credit courses shall be eligible for two (2) paid office hours per assigned LHE during the semester of the assignment.

11.2 Librarians and cooperative work experience and intern studies instructors shall be entitled to three (3) hours per semester for individual appointments.

11.3 Noncredit ESL, Adult High School, Adults with Disabilities, and Short-Term Vocational instructors shall be eligible for (2) paid office hours per assigned LHE during the semester of the assignment.

11.4 Office hours shall be paid at the flat rate of \$50 per hour. Office hours must be scheduled so as to ensure the maximum availability for student consultation, shall be held in an appropriate location as requested and assigned, and must be held in conjunction with a schedule submitted to and approved by the appropriate dean at the beginning of the semester. Scheduled office hours may be held virtually. Information that enables the District to evaluate the services shall be reported to the dean at the end of the semester.

ARTICLE 12. SALARY SCHEDULE AND PLACEMENT

12.1 The salary schedules for all unit members shall be as set forth in the attached Exhibits A (Associate Faculty Classroom Salary Schedule) and B (Associate Faculty Non-classroom Salary Schedule).

12.2 Upon ratification of this Agreement, the salary schedules for all unit members shall be adjusted in the following manner:

1. 2024-2025: 5.5% Cost of Living (COLA) increase to all cells on the new salary schedules as set forth in Exhibits A and B.
2. 2025-2026: Parties agree to reopen negotiations for Article 12 in 2024-25 academic year.

12.3 All unit members shall be placed on the schedules according to the criteria in sections 12.4 and 12.5

12.4 Initial placement on the salary schedule above Class I is based on the number of units of upper division or graduate coursework taken after completion of the B.A./B.S. requirements in or related to the discipline to which assigned AND/OR as part of a graduate degree program (see Exhibit C for class descriptions).

Quarter hours are equivalent to two-thirds of a semester hour. Fractional parts of units are not converted to a whole unit. However, fractional parts of units may be combined to equal one full unit.

For purposes of salary placement, all degrees and/or college units shall be measured against the following definition of "accredited institution":

An accredited institution shall be any institution of higher education that is accredited by one of the six nationally recognized, regional accrediting associations: Middle States Association of Colleges and Secondary Schools; New England Association of Schools and Colleges; North Central Association of Colleges and Secondary Schools; Northwest Association of Schools and Colleges; Southern Association of Colleges and Schools; Western Association of Schools and Colleges.

Institutions such as vocational or professional schools shall be considered accredited if they have been accredited by the recognized organization charged with accrediting such special types of institutions.

12.5 Placement and step progression on the salary schedules shall be based exclusively upon experience with the District, with advancement after two (2) years of service at a step. Years of service shall be calculated as follows:

- a. One year of service shall consist of two semesters of service.

- b. One semester of teaching service shall require the teaching of at least one full semester course or its equivalent. (No additional credit is given for teaching more than one class during a semester.)
- c. One full season of coaching shall be considered equal to a semester.
- d. For non-classroom unit members, two hundred (200) hours or more during a fiscal year of nonteaching service shall equal one year. (Hours may not be carried forward to a new fiscal year.)
- e. Maximum credit for salary advancement shall be two (2) semesters in any fiscal year.
- f. Advancement on the salary schedule shall be granted only as of July 1st.
- g. Placement on the salary schedule shall be as a new employee after a break in service exceeding eighteen (18) months, except in circumstances when the break is due to a class cancellation due to low enrollment, the class is assigned to a full-time faculty member or the class is not offered for two consecutive semesters.

12.6 Advancement on the Salary Schedule: Each faculty member must have a recognized objective that would lead either toward improvement in their teaching field and/or a Master's or Doctoral degree. Instructors may be granted credit on the salary schedule for a maximum of eight units of lower-division work that is relevant to their area of service, taken at accredited colleges or universities. For instance, a language teacher may want to better understand their own language by taking courses in a foreign language that they have not previously studied. This type of course is usually offered only on a lower-division level.

12.7 State-Funded Parity Pay

- a. Calculation and definition of parity: In accordance with the 2001 Budget Act, the parties have met, negotiated and agreed to full parity as equal to:
 - (1) 70.31% of the full-time faculty salary schedule expressed as an hourly rate per year, per LHE, and per work hour for all assignments other than counseling and librarian duties, and
 - (2) 87.713% of the full-time faculty salary schedule per year, per LHE, and per work hour for counseling and librarian duties.
 - (3) Calculation of parity: Exhibit D, Calculation of Parity, demonstrates the calculation of the two parity percentages and calculates the 2021-2022 status of parity for the unit members.

12.8 Distribution of State-Funded Parity

- a. Payment of parity: The parties further agree that restricted parity funds received by the District from the state for purpose of attaining parity shall be only be distributed after there is a final signed state of California

budget that includes dedicated funds for parity, and after the California Community Colleges' Chancellor's Office has distributed an allocation of the funds to the District.

- b. Distribution of parity: State-provided parity funds shall be paid off-schedule and shall be prorated to all part-time classroom academic employees (credit and noncredit) based on an estimate of paid instructional hours (LHE) to be worked during the fiscal year, excluding office hours, meetings, flex, and other ancillary activities. It is expressly agreed that parity monies shall be paid apart from the salary schedule with any obligation under this Section to be strictly limited to state monies actually received.

12.9 Unit pay. The District calculates a unit member's salary for full semester length courses for the entire semester and pays it in four equal installments. For such courses in a fall semester, payments would be made in September, October, November, and December and for spring courses, payments would be made in February, March, April and May. For summer, there will be one payment in June and one payment in July reflective of the hours worked in each month.

For assignments of less than a full semester (i.e. eight (8)-week courses and late start courses) the payments will be divided in equal installments over the remainder of the semester.

Both the Association and the District understand that it is possible that a unit member may be erroneously overpaid, and both parties agree that in that circumstance the District will act in a timely manner to notify the unit member and work with them to develop a repayment plan to recover the overpaid funds.

The parties also understand that it is possible that a unit member may be erroneously underpaid, and agree that in that circumstance the District will act in a timely manner to either A) notify the unit member within seven calendar days of the discovery of the underpayment, or B) investigate an underpayment claim upon notification from a unit member. The affected unit member will be paid during the next regularly scheduled payroll cycle following the resolution of the underpayment discovery or claim.

Excluded from this method of payment are (1) hourly counselors, and (2) instructors of classes that are four weeks or less in duration.

ARTICLE 13. HEALTH BENEFITS

Preamble: It is the intent of the Parties to comply with the provisions of the Part-Time Faculty Health Insurance Program (chaptered as Education Code Sections 87860–87868) which provides up to 100% reimbursement to the District for the cost of providing health insurance to eligible unit members and their dependents.

13.1 Per Education Code section 87861, “health insurance benefits” include medical benefits, but does not include vision or dental benefits.

13.2 Eligibility

13.2.1 Unit members shall be eligible for health insurance benefits upon completion of two (2) semesters of at least forty (40) percent of a full-time load or more service within the preceding two (2) academic years, so long as they continue to have an active assignment with the District and authorize payroll deductions or make payments as required by Section 13.6 below. The calculation of load eligibility will be based on the actual load of those prior semesters.

13.2.2 Health Insurance benefit premiums for those described in 13.2.1 are not paid for by an employer other than a community college district per Education Code 87864. Unit members shall be ineligible for health insurance benefits with the District if they receive health insurance benefits as an employee, spouse, or dependent paid for by any other employer. Dependents of unit members shall not be eligible for coverage if they receive health insurance benefits from another source. Unit members will be required to certify to the District that neither they nor any eligible dependent is receiving health insurance benefits from another source simultaneously.

13.3 The District shall offer health insurance benefits to unit members through a vendor determined by the District. It is the intention of the parties that the health insurance benefits offered to unit members should be the same as a plan that is offered to full-time faculty of the District at the time of the effective date of the Agreement. Any plan changes will be negotiated prior to implementation. The District will pay 100 percent of the premiums of the selected plan for eligible unit members (“employee only”). Unit members shall contribute seventy-five dollars (\$75) per month to add one additional dependent (“employee plus one”) or one-hundred and fifty dollars (\$150) per month for family coverage (“employee plus family”), deducted during standard payroll months.

13.4.1 The District will notify unit members of their eligibility based their assignment load as of August 15 for the fall and January 15 for the spring semester.

13.4.2 The unit member will submit the enrollment documentation for their selected health insurance benefit plan to the District no later than August 31 for the fall coverage period and January 31 for the spring coverage period. Unit members who choose not to enroll in health insurance coverage with the District must wait until the next open enrollment period to enroll for benefits.

13.4.3 For initial eligibility for unit members described in 13.2.1, coverage will be effective as of September 1 for fall and February 1 for spring.

13.4.4 Qualifying Events: Unit members have thirty-one (31) days for enrollment changes after

experiencing a qualifying life event, including but not limited to, marriage, declaration of domestic partnership, birth or adoption of a child, divorce, dependents over the age of 26, or loss of other health insurance benefits.

13.5 Continuity of Coverage: Unit members shall be ineligible for continued health insurance benefit coverage if they have an assignment with the District that drops below 40% of a fulltime load in two (2) consecutive semesters.

13.6 Unit members whose earnings in any month are insufficient to cover any premium copayment for dependents shall submit required premium payment(s) to the District no later than the tenth (10th) of the month following the month for which said premium was due. For example, if the unit member had a premium payment due in February and their pay warrant was insufficient to cover the premium amount, they would need to pay the premium amount owed to the District by March 10. Failure to adhere to the established deadline for payment by the unit member shall result in immediate termination of coverage. Unit members remain responsible for their portion of benefit premiums paid on their behalf through the coverage period.

13.7 Unit members are required to provide thirty (30) days' notice prior to voluntary termination of benefits. Voluntary termination of medical insurance coverage will occur as of the first of the month following notification. COBRA will not be offered in the event of voluntary termination. In the event that the unit member terminates coverage and has already paid for coverage that will not be used, the District will reimburse the unit member the amount overpaid during the next standard pay period of the District.

13.8 The District may make such modifications as it deems necessary for unit member health benefit coverage and eligibility to comply with the Affordable Care Act provided that no unit members eligibility or benefits shall be reduced below the levels provided in this Article.

13.9 If the annual premium renewal rates for health insurance benefits represent an aggregate increase of more than 10 percent, or the District receives less than the 50 percent reimbursement rate from the State due to insufficient State funding, the District and the Association agree to immediately reopen negotiations on this Article.

ARTICLE 14. RETIREMENT BENEFITS

Newly hired unit members may elect either the STRS Defined Benefit (DB) or STRS Cash Balance (CB) plan at the time of employment with the District. Unit members who elect the CB option may elect enrollment in the DB plan at any time by completing the required permissive election form, which can be obtained from the Human Resources Office. Once a member elects the DB plan with the District, the election is irrevocable.

The District currently considers 528 hours as the equivalent of one year of full time service for STRS DB service credit for credit associate faculty and 876 hours as the equivalent of one year of full time service for STRS DB service credit for noncredit associate faculty. For associate counselors and librarians, the District considers 1,365 hours as the equivalent of one year of full time service.

ARTICLE 15. LEAVES OF ABSENCE

15.1 Definition of Immediate Family. Unless otherwise specified below, immediate family shall include a unit member's current spouse, domestic partner, parent (biological, foster or adoptive, stepparent, or legal guardian), mother-in-law, father-in-law, grandparent, child (biological, adopted, foster child, stepchild, legal ward, child of a domestic partner, or a child in loco parentis), grandchild, brother, sister, a "designated person" who is an individual of significant importance to the unit member (one individual may be designated per 12-month period), and any relative living in the unit member's immediate household.

15.2 Sick Leave.

- a. Sick Leave may be used in the following circumstances:
 - i. For absences related to the diagnosis, care or treatment of an existing health condition, or preventive care for a unit member or unit member's immediate family;
 - ii. For absences related to the diagnosis, care or treatment of an existing health condition of, or preventative care for a "designated person"
 - iii. For unit members who have been a victim of domestic violence, sexual assault or stalking:
 4. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;
 5. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking;
 6. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking;
 7. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation; or
 8. To obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the unit member or their child.

b. Accrual of Sick Leave: For instructional assignments, sick leave shall be accumulated at the rate of 2-hours per assigned LHE. For hourly counselors and librarians, sick leave shall be accumulated at the rate of 1 hour for every 22 hours worked.

Purpose: Unit members who accrue less than forty (40) hours of sick leave per fiscal year will be credited with the difference between their accrued sick leave and the minimum number of hours required by law. This leave will not accumulate from year-to-year and is not eligible for service credit.

Accrual: Unit members are credited with all eligible sick leave at the beginning of each semester of service. A unit member whose leave balance totals less than forty (40) hours in a fiscal year, will have their leave balance increased to a maximum of forty (40) hours as described in this section. Unit members whose sick leave accrual exceeds forty (40) hours in a fiscal year do not accrue additional sick leave hours pursuant to this section.

Example 1: A unit member is scheduled to teach one 3-LHE course section per semester. Pursuant to section 15.2, the unit member will accrue six (6) hours of sick leave per semester or twelve (12) hours per fiscal year. Under this section, the unit member would be credited with up to an additional sixteen (16) hours of sick leave per fiscal year.

Example 2: Another unit member is scheduled to teach three course sections, for a total of 10-LHE per semester. The unit member is eligible for twenty (20) hours of sick leave per semester or forty (40) hours per fiscal year. Under this section, the unit member would not receive any additional sick leave hours per fiscal year.

c. Debiting Sick Leave: For days of sick leave debited, a day shall be defined as consisting of six (6) hours. For any day in which an employee is absent for part or all of their hourly assignment, sick leave shall be debited for the work hours missed (contact and prep hours as defined by the appropriate discipline factor). If an employee has exhausted all fully paid sick leave, pay will be docked for the work hours missed.

d. Use of Sick Leave: A unit member must report the absence and submit the necessary paperwork to the payroll office within two (2) business days of the return from sick leave. A unit member may use the sick leave available to them for the semester in which the absence occurs prior to the actual accrual of that sick leave. If a unit member fails to return to their assignment, and is paid for any unaccrued sick leave, the District will deduct from the employee's final salary payment the value of the unaccrued sick leave from the unit member's final paycheck for the semester. In the event that the final paycheck is insufficient, or the deduction authorized by this provision is not made, the unit member will promptly reimburse the District for used, unaccrued sick leave within fifteen (15) business days of any such request. If a unit member has an amount payable from a previous term when they are hired for a subsequent term, the amount payable from that previous term will be deducted from the first paycheck of the subsequent term. If a unit member has an amount payable from the fall term, repayment must be made by a personal check from the employee and IRS regulations may require that a corrected W-2 be issued.

e. Catastrophic leave. Catastrophic leave shall continue as currently provided in Administrative Procedure 7345, except as outlined below:

- i. The maximum amount of time for which donated leave credits may be used may not exceed the current semester or intersession during which the unit member is employed.
- ii. If the transfer of leave credits is approved by the board, any employee may, upon written notice to the board, donate eligible leave credits at a minimum of one hour, and in hour increments thereafter, to a maximum of sixteen (16) hours per situation.
- iii. An employee must retain no fewer than four (4) days of sick leave on record to be eligible to donate sick leave days.
- iv. All transfers of eligible leave credits are irrevocable once donated. If the credits are not used by the recipient within the eligibility period, they will be returned to the donor.

15.3 Personal Necessity Leave.

a. A unit member may use up to sixty percent (60%) of the amount of sick leave earned within the current semester for personal necessity leave.

b. Personal necessity is defined as unavoidable in nature, beyond the unit member's immediate control, and not solely for their own personal convenience.

c. Personal necessity leave is limited to:

- i. Death of a member of the immediate family when additional leave is required beyond bereavement leave.
- ii. Serious illness of a member of the immediate family.
- iii. Accident involving the employee's person or property, or the person or property of their immediate family member.
- iv. Unavoidable family commitments.
- v. Emergency administration of estate problems relative to the immediate family.
- vi. Observations of a day of religious significance.
- vii. Appearance in court as a litigant, witness, party, or under subpoena.
- viii. Other personal emergency or necessity as approved in advance whenever possible by the President or designee.

- ix. Any other significant event, personal to the unit member, for which other paid leave of absence is not permitted, which, under the circumstances, the unit member cannot reasonably be expected to disregard, and which requires the immediate attention of the unit member during their assigned hours.

d. **Administrative Approval.** A unit member shall be required to sign, on a prescribed form, a statement that such absence was due to personal necessity, as defined above, and may be required to provide reasonable verification of such necessity.

15.4 Bereavement Leave.

a. Unit members shall be granted three (3) paid work days and two (2) unpaid work days, or the use of up to two (2) paid personal necessity days for bereavement following the passing of an immediate family member. In cases where out-of-state travel is necessary, five (5) work days may be granted.

b. Leave is granted at full hourly pay for absence from the class or classes that the employee is scheduled to teach during the specified period of leave.

15.5 Jury Duty.

a. **Written Request.** Unit members may be granted a paid leave of absence when called for jury duty. Upon knowledge of necessity for the leave, a written request shall be submitted to the appropriate dean or designee at least ten (10) days in advance. If absence for jury duty would seriously impair the operation of the District, the unit member's dean or designee may request that the unit member postpone jury service to a later date.

b. **Compensation.** A unit member serving on jury duty shall receive full pay for a maximum of twenty (20) days annually upon receipt of certification of service. As employees of a public agency, fees paid to the unit member by the court should be rejected; however, reimbursement for mileage may be retained. Unit members must submit an attendance slip or letter that has been stamped with the date and time of attendance to payroll in order to receive payment for jury duty.

15.6 **Military Leave.** Qualifying military leave shall be granted in accordance with the California Military & Veterans Code section 389 *et. seq.* and the federal Uniformed Services Employment and Reemployment Rights Act ("USERRA"), 38 U.S.C. section 4301, *et. seq.*

ARTICLE 16. PROFESSIONAL GROWTH (FLEX)

16.1 Effective August 14, 2015 flex activities will be required of all instructional unit members and paid flex activities will be limited to two (2) hours of flex per LHE assigned (for instructional time) during the regular (fall and spring) semesters. Payment for required flex is included in the unit member's base salary and failure to complete the work will result in a deduction from the final check for that semester.

Presenters of flex activities may claim twice the hours scheduled for that activity to reflect preparation time.

16.2 The District may require first-year instructional employees to use a portion of their flex time to participate in District-designated training activities before classes begin. Unit members shall be paid for any flex activities that are approved by the Professional Development Program Committee as long as all procedures and deadlines are adhered to and contractual limits in this article are not exceeded.

16.3 Professional growth activities for counselors and librarians will be paid at the hourly rate when completion is assigned and required by the District.

16.4 An instructional unit member may voluntarily participate in professional growth activities, such as trainings, conferences, or seminars, outside of the regular academic semester. Participation in professional growth activities outside of the regular academic semester is not required by the District, will not increase or decrease a unit member's chance of being offered an assignment in a subsequent semester, and will not result in any disciplinary action for failure to attend. An instructional unit member may apply to have training completed outside of the regular academic semester credited toward their flex obligation during the next regularly scheduled academic year. The Professional Development Program Committee shall have the discretion to credit an activity for flex completion purposes.

ARTICLE 17. ASSIGNED TIME

17.1 The number of unit members elected to the Academic Senate will alternate between five representatives and six representatives, in two year blocks of time.

a. Each unit member appointed or elected to serve on the Academic Senate shall receive a stipend in an amount equal to 60 hours per academic year, exclusive of intersession terms, paid at the corresponding non-classroom hourly rate of compensation from Exhibit B.

b. In the event that there are meetings during the summer, unit members shall be compensated at the corresponding non-classroom hourly rate of compensation from Exhibit B for participation in up to three (3) Senate meetings, with a maximum of four (4) hours per meeting to compensate for meeting participation and preparation.

17.2 There will be five (5) unit members appointed by the Academic Senate to serve as voting members on up to six (6) standing collegial governance committees at the District.

a. Unit members appointed by the Academic Senate to serve on collegial governance committees shall receive stipends in an amount equal to 24 hours per academic year, exclusive of intersession terms, paid at the corresponding non-classroom hourly rate of compensation from Exhibit B.

b. In the event there are meetings held during the summer to conduct business that cannot be conducted during the regular academic year, unit members shall be compensated at the corresponding non-classroom hourly rate of compensation from Exhibit B with a maximum of four (4) hours per meeting to compensate for meeting participation and preparation.

17.3 Unit members may accept non-teaching assignments approved by the District including, but not limited to, administrative, coordinative, governance, project specific, or other activities determined to be beneficial to the District. In the event the assignment is primarily related to instruction, the assignment will be counted as part of the maximum assignments permissible under section 7.1.1 of this agreement. Any such assignments are voluntary on the part of the unit member. A decision by a unit member to decline a non-teaching assignment shall not be considered in the assignment of classes or in future non-teaching opportunities.

All non-teaching assignments shall be compensated at half (1/2) of the corresponding classroom or non-classroom hourly rate of compensation from Exhibits A or B. The amount of hours assigned shall be designated by the appropriate District administrator at the time of the assignment.

ARTICLE 18. GRIEVANCES

18.1 Definitions

- a. “Grievance” is defined as a claim that the District has violated a provision of this Agreement and that, by such violation, the grievant was harmed.
- b. “Grievant” may be any unit member covered by the terms of this Agreement or the Association.
- c. “Immediate supervisor” for grievance adjustment purposes is the dean having line supervisory authority over the grievant.
- d. “Day” is any day that the District Office is open for business.

18.2 Informal Level—Prior to filing a written grievance, the grievant may attempt to resolve the grievance through an informal conference with the unit member’s immediate supervisor.

18.3 Formal Level Procedures

- a. Level I
 - i. Grievant shall submit the grievance in writing on a form provided by the District. The written grievance must be submitted to the immediate supervisor (dean) no later than twenty (20) days following the date upon which the grievant knew, or reasonably should have known, of the alleged violation. The grievance shall fully state the facts, shall specify the exact provision or provisions of the Agreement allegedly violated, and must offer a recommended remedy. The grievance form shall be signed and dated by the grievant.
 - ii. The immediate supervisor or designee shall provide the grievant with a written decision within ten (10) working days after receipt of the grievance. Within the period from the filing of the grievance until the written reply, either party may request a personal conference to discuss the grievance. If the immediate supervisor does not respond in writing within the prescribed time period, the grievant may appeal to the next level.
 - iii. If the grievant desires, they may be assisted at Level I by an Association representative.
- b. Level II
 - i. If the grievant is not satisfied with the decision at Level I, within ten (10) working days of completion of the Level I process, they may appeal the decision to the Director of Human Resources or designee.

The appeal shall be in writing and shall include the original grievance, copies of all pertinent appeals, and the reason for the continued appeal.

- ii. The Director of Human Resources or designee shall provide the grievant with a written decision within ten (10) working days after receipt of the grievance. Within the period from the filing of the grievance until the written reply, either party may request a personal conference to discuss the grievance.
 - iii. If the grievant desires, they may be assisted at Level II by an Association representative.
- c. Level III – Mediation
- i. In the event the grievant is not satisfied with the decision at Level II, they may, with the written consent of the Association, request confidential mediation by a mediator from the California State Mediation and Conciliation Service. Any costs of mediation shall be evenly divided between the Association and the District. The request shall be addressed to the Director of Human Resources, must be in writing and filed with the Director of Human Resources within ten (10) working days of the decision at Level II. The timely filing of such a request shall toll the time requirements for filing a Level IV appeal until ten (10) working days after completion of the mediation process.
 - ii. A mediator will meet separately or with both parties together in an effort to resolve the grievance. All communications during the mediation process shall be confidential and not subject disclosure in any subsequent proceedings. The mediator may make confidential, nonbinding recommendations with respect to an appropriate resolution of the grievance. If, after a meeting with mediator the parties are unable to resolve the grievance the grievant may proceed to Level IV.
 - iii. If the grievant desires, they may be assisted at Level III by an Association representative.
- d. Level IV
- i. If the grievant is not satisfied with the outcome at Level III, within ten (10) working days of completion of the Level III process, they may appeal the decision to the College President or designee. The appeal shall be in writing and shall include the original grievance, copies of all pertinent appeals, and the reason for the continued appeal.
 - ii. The College President or designee shall provide the grievant with a written decision within ten (10) working days after receipt of the grievance. Within the period from the filing of the grievance until the

written reply, either party may request a personal conference to discuss the grievance.

- iii. If the grievant desires, they may be assisted at Level IV by an Association representative.
- iv. The decision of the College President shall be final and binding.

18.4 Miscellaneous

a. Time Limits. If the unit member in accordance with the time limits set forth herein does not pursue the grievance, the grievance shall be considered settled on the basis of the last decision made. The time limits set forth in this Article may be extended by mutual agreement in writing between the parties.

b. Scheduling. Meetings between the grievant, Association representative and the District, or hearings relative to the grievance shall be scheduled whenever possible during the regular business day and at hours that do not conflict with the unit member or Association representative's teaching schedule. If this is not possible, the grievant and Association representative shall be released from their duties without loss of pay.

c. No reprisals of any kind will be taken by the District or by any member or representative of the administration or the Board against any grievant, any party in interest, any unit member, the Association, or any other participant in the grievance procedure by reason of such participation. This section is not subject to the grievance procedure.

d. The Association, either in its own behalf or on behalf of more than one affected unit member, may initiate a grievance.

e. If a grievance arises from alleged action or inaction of the District at a level above the Dean or immediate supervisor, the grievance shall commence at Level II.

ARTICLE 19. SCOPE OF AGREEMENT AND WAIVER CLAUSE

Each of the parties hereto agrees that it has had a full and unrestricted right to make, advance and discuss all matters properly within the scope of representation in accordance with state law. During the term of this Agreement, the parties expressly waive and relinquish the right to negotiate, bargain or meet and confer as provided by state law, and agree that they shall not be obligated to negotiate, bargain or meet and confer except by their mutual consent with respect to any subject or matter, whether referred to or covered by this Agreement or not, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time of bargaining for or executing this Agreement, and even though subjects or matters may have been proposed and later withdrawn. The parties further understand that all rights not clearly and expressly limited by this Agreement are expressly reserved to the District even though they may not be enumerated.

ARTICLE 20. TERM OF AGREEMENT

This Agreement shall become effective upon approval by the Board of Trustees and shall cover the period of July 1, 2024, through June 30, 2026. The parties shall begin negotiations on a successor agreement no later than six months prior to the expiration of this agreement.

EXHIBIT A – Classroom Faculty Salary Schedule – Hourly

July 1, 2024 - June 30, 2025

18.5 Hours per LHE (with required FLEX)

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	DOC
1	\$87.60	\$90.22	\$92.92	\$95.72	\$98.59	\$101.54
2	\$91.10	\$93.83	\$96.65	\$99.55	\$102.54	\$105.61
3	\$94.74	\$97.59	\$100.51	\$103.53	\$106.63	\$109.84
4	\$98.54	\$101.49	\$104.53	\$107.67	\$110.90	\$114.22
5	\$102.47	\$105.54	\$108.72	\$111.98	\$115.33	\$118.79
6	\$106.58	\$109.77	\$113.06	\$116.45	\$119.94	\$123.55
7	\$106.58	\$109.77	\$113.06	\$116.45	\$119.94	\$123.55
8	\$106.58	\$109.77	\$113.06	\$116.45	\$119.94	\$123.55
9	\$109.96	\$112.79	\$113.93	\$116.73	\$119.94	\$123.55
10	\$114.11	\$115.24	\$118.03	\$120.83	\$123.62	\$126.41

EXHIBIT B – Non-classroom Faculty Salary Schedule – Hourly

July 1, 2024 – June 30, 2025

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	DOC
1	\$59.47	\$61.85	\$64.32	\$66.90	\$69.58	\$72.36
2	\$62.45	\$64.95	\$67.54	\$70.24	\$73.06	\$75.98
3	\$65.57	\$68.20	\$70.92	\$73.76	\$76.71	\$79.78
4	\$68.85	\$71.60	\$74.46	\$77.45	\$80.54	\$83.77
5	\$72.29	\$75.18	\$78.19	\$81.32	\$84.57	\$87.96
6	\$75.91	\$78.95	\$82.10	\$85.38	\$88.80	\$92.35
7	\$75.91	\$78.95	\$82.10	\$85.38	\$88.80	\$92.35
8	\$75.91	\$78.95	\$82.10	\$85.38	\$88.80	\$92.35
9	\$76.98	\$78.95	\$82.10	\$85.38	\$88.80	\$92.34
10	\$79.90	\$81.87	\$83.86	\$85.85	\$91.13	\$93.19

EXHIBIT C – Class Descriptions

**MiraCosta College
Faculty Salary Schedule Class Descriptions
Non-Vocational Teaching and Non-Teaching Positions**

CLASS I	<p>Possession of the minimum qualifications or equivalent required to provide service in the position or teach in the discipline to which assigned, or the California Community college credential required to provide service in the position or teach in the discipline to which assigned.</p>
CLASS II	<p>Master's Degree OR Baccalaureate Degree plus 36 semester units of upper division or graduate coursework taken after completion of the B.A./B.S. requirements in or related to the discipline to which assigned AND/OR as part of a graduate degree program AND Possession of the minimum qualifications or equivalent required to provide service in the position or teach in the discipline to which assigned, or the California community college credential required to provide service in the position or teach in the discipline to which assigned.</p>
CLASS III	<p>A Master's Degree with a total of 48 semester units of upper division or graduate coursework taken after completion of the B.A./B.S. requirements in or related to the discipline to which assigned AND/OR as part of a graduate degree program AND Possession of the minimum qualifications or equivalent required to provide service in the position or teach in the discipline to which assigned, or the California community college credential required to provide service in the position or teach in the discipline to which assigned.</p>
CLASS IV	<p>A Master's Degree with a total of 60 semester units of upper division or graduate coursework taken after completion of the B.A./B.S. requirements in or related to the discipline to which assigned AND/OR as part of a graduate degree program AND Possession of the minimum qualifications or equivalent required to provide service in the position or teach in the discipline to which assigned, or the California community college credential required to provide service in the position or teach in the discipline to which assigned.</p>
CLASS V	<p>A Master's Degree with a total of 72 semester units of upper division or graduate coursework taken after completion of the B.A./B.S. requirements in or related to the discipline to which assigned AND/OR as part of a graduate degree program AND Possession of the minimum qualifications or equivalent required to provide service in the position or teach in the discipline to which assigned, or the California community college credential required to provide service in the position or teach in the discipline to which assigned.</p>
CLASS VI	<p>A Doctorate Degree AND Possession of the minimum qualifications or equivalent required to provide service in the position or teach in the discipline to which assigned, or the California community college credential required to provide service in the position or teach in the discipline to which assigned.</p>

Note: All coursework and degrees submitted for salary placement/advancement must have been obtained from an institution of higher education accredited by one of the regional accrediting associations or foreign equivalent.

EXHIBIT C – Class Descriptions (cont'd)

MiraCosta College
Faculty Salary Schedule Class Descriptions
Vocational Teaching Positions

CLASS I	Possession of the minimum qualifications or equivalent required to teach in the discipline to which assigned, or possession of a California community college credential issued on the basis of occupational experience in the discipline to which assigned.
CLASS II	Completion of 12 units of coursework in the discipline to which assigned AND Possession of the minimum qualifications or equivalent required to teach in the discipline to which assigned, or a California community college credential issued on the basis of occupational experience in the discipline to which assigned.
CLASS III	An Associate Degree plus 12 units of coursework taken after completion of the A.A./A.S. requirements in or related to the discipline to which assigned AND Possession of the minimum qualifications or equivalent required to teach in the discipline to which assigned, or a California community college credential issued on the basis of occupational experience in the discipline to which assigned.
CLASS IV	A Baccalaureate Degree plus 24 semester units of upper division or graduate coursework taken after completion of the B.A./B.S. requirements in or related to the discipline to which assigned AND/OR as part of a graduate degree program AND Possession of the minimum qualifications or equivalent required to teach in the discipline to which assigned, or a California community college credential issued on the basis of occupational experience in the discipline to which assigned.
CLASS V	A Master's Degree with a total of 36 semester units of upper division or graduate coursework taken after completion of the B.A./B.S. requirements in or related to the discipline to which assigned AND/OR as part of a graduate degree program AND Possession of the minimum qualifications or equivalent require to teach in the discipline to which assigned, or a California community college credential issued on the basis of occupational experience in the discipline to which assigned.
CLASS VI	A Doctorate Degree AND Possession of the minimum qualifications or equivalent require to teach in the discipline to which assigned, or a California community college credential issued on the basis of occupational experience in the discipline to which assigned.

Note: All coursework and degrees submitted for salary placement/advancement must have been obtained from an institution of higher education accredited by one of the regional accrediting associations or foreign equivalent.

EXHIBIT D – Calculation of Parity (Refers to Article 12.7.a.3)

Calculation of Calendar Factor (notes a and b)		Classroom Faculty
Total full-time faculty annual paid hours		1,408
Less: All College Day		(8)
	Equals: Total regular assigned hours	1,400
Less: Student engagement (office hours)		(165)
Less: Institutional and governance responsibilities		(165)
Less: Flex Obligations		(80)
	Equals: Student Contact hours	990
Calendar Parity		990/1,408
	Definition of Calendar Parity	70.31%
Full Parity		70.31%
Calculation of Current Parity		Classroom Col. & Step III.3
2021-2022 associate faculty pay for 1 LHE		\$1,514.70
Associate faculty pay at full parity		
	Annual Salary for full time faculty	\$ 92,281
	Divide by 30 LHE per full-time annual load	30
	Equals full time faculty pay per LHE	\$3,076.03
Times calendar factor/Full Parity Rate		70.31%
	Equals: Full Parity for 1 LHE	\$2,162.76
Actual 2021-2022 associate faculty rate for 1 LHE		\$1,514.70
Current compensation rates relative to full parity (current parity status)		70.04%

NOTES:

- a. Refer to current Faculty Assembly agreement for much more detail concerning the calculation of assigned hours and LHE.
- b. The Calendar Parity calculation reduces the work load expected from a full-time faculty by the responsibilities that are not included in an associate faculty members' hourly assignment. This calculation shows that an hourly classroom instructor performs 70.31% of the expected tasks of a salaried full-time classroom instructor.

EXHIBIT E – Uniform Workload Factors

CONTENTS

- 1.0 Uniform Workload Factors
- 2.0 Appendices
 - 2.1 STANDARDS FOR LABORATORY WORKLOAD FACTORS, CREDIT COURSES
 - 2.2 STANDARDS FOR PERFORMANCE FACTORS (DANCE, DRAMA, MUSIC), LECTURE AND LABORATORY
 - 2.3 STANDARDS FOR NONCREDIT COURSE WORKLOAD FACTORS, LECTURE AND LABORATORY

1.0 UNIFORM WORKLOAD FACTORS

Unless otherwise specified by this Agreement, minimum workloads for faculty assignments include one weekly work hour of preparation and evaluation for each associated weekly class hour. However, some assignments made to faculty may require a relatively greater or lesser number of weekly contact hours relative to weekly preparation and evaluation hours associated with those contact hours.

1.1 *Discipline Factors*

Variations from the norm may occur as a consequence of the nature of the discipline in which that assignment falls in combination with the effects of different methods of instruction (i.e., lecture and laboratory). Such assignments require less than one hour of preparation/evaluation per weekly contact hour. Workload adjustments for such variations are effected by means of discipline factors attached to the assignment.

1.2 *Performance Factors*

Variations from the norm may also occur as a consequence of a faculty obligation to extensive additional student engagement in combination with the effects of different methods of instruction. Such assignments require more than one hour of preparation/evaluation per weekly contact hour. Workload adjustments for these variations are effected by means of performance factors attached to the assignment.

1.3 *Table of Discipline and Performance Factors*

The tables in this section (below) specify all workload adjustment values (discipline and performance factors) to be applied to each activity to which faculty may be assigned.

1.4 *Applicability of Workload Factors*

All discipline and performance factors shall apply equally, uniformly, and in full to all contractual and non-contractual assignments included within the scope of this Agreement, including contractual assignments, non-contractual assignments, and summer assignments.

2.1 STANDARDS FOR LABORATORY WORKLOAD FACTORS, CREDIT COURSES

EITHER

- *One weekly hour of preparation for each weekly hour of classroom instruction.*
- *1.000 LHE per classroom contact hour*

OR

- *Forty weekly minutes of preparation for each weekly hour of classroom instruction.*
- *0.8333 LHE per classroom contact hour*

OR

- *Thirty weekly minutes of preparation for each weekly hour of classroom instruction.*
- *0.7500 LHE per classroom contact hour*

OR

- *Twenty-two weekly minutes of preparation for each weekly hour of classroom instruction.*
- *0.6818 LHE per classroom contact hour*

1. Laboratory courses with extensive preparation and student evaluation:

- One weekly hour of preparation for each weekly hour of classroom instruction.
- 1.000 LHE per classroom contact hour

Such laboratory courses, in addition to requiring planning and more than general preparation on the part of the instructor, also require that the student learn basic skills in order to be an effective participant in the course.

Typically such laboratory courses have as a primary function the teaching of concepts rather than skills development as the final outcome of the course.

Criteria for determining an extensive preparation and student evaluation laboratory courses are as follows:

- a) The laboratory course requires the active continuing presence, physical or virtual (in the case of on-line or video conference modes of delivery), of the instructor with ongoing involvement in lecturing, demonstrating, or assisting the students.
- b) The laboratory course requires extensive student preparation from text and lecture material prior to and after each session.
- c) The laboratory course requires evaluation of student work outside of class time on a regular basis in the same manner as in nonlaboratory classes.
- d) The laboratory course requires the instructor to see that it is related to and correlated with extensive theoretical content supplemented with appropriate assigned texts.
- e) Compliance with the four criteria above is documented in the course outline of record.
- f) The laboratory course requires that instructors are involved with professional development in order to maintain proficiency in the areas covered.

- g) The laboratory course is comparable to other classes in at least some community colleges and four-year institutions in the state of California, by one-to-one equivalency.

2. Laboratory courses that involve the creation of works of creative skill:

- Forty weekly minutes of preparation for each weekly hour of classroom instruction.
- 0.8333 LHE per classroom contact hour

Typically such laboratories have as a primary function the mastery of disciplines such as dance or studio arts as a final outcome of the course.

Criteria for determining a creative skills laboratory are as follows:

- a) The laboratory course requires the active continuing presence, physical or virtual (in the case of on-line or video conference modes of delivery), of the instructor with ongoing involvement in lecturing, demonstrating, or assisting the students.
- b) The laboratory course requires student preparation from appropriate text material prior to and after each session, and/or practice of the relevant creative skills.
- c) The laboratory course requires evaluation of student creative work during class time on a regular basis, with at least some outside of class time student evaluation.
- d) The laboratory course requires the instructor to see that it is related to and correlated with theoretical content supplemented with appropriate assigned texts (including pictures, sculpture, performances, or whatever texts are appropriate and relevant).
- e) Compliance with the four criteria above is documented in the course outline of record.
- f) The laboratory course requires that instructors are involved with professional development in order to maintain proficiency in the areas covered.

3. Laboratory courses for professional/technical skills with significant preparation and student evaluation

- Thirty weekly minutes of preparation for each weekly hour of classroom instruction.
- 0.7500 LHE per classroom contact hour

Such laboratory courses, in addition to requiring planning and general preparation on the part of the instructor, also require that the student learn basic skills relevant to the professional/technical discipline in order to be an effective participant in the class.

Typically such laboratory courses have as a primary function the teaching of professional/technical skills development as the final outcome of the class.

Criteria for determining a significant preparation and student evaluation professional/technical skills laboratory course are as follows:

The laboratory course requires the active continuing presence, physical or virtual (in the case of on-line or video conference modes of delivery), of the instructor with ongoing involvement in lecturing, demonstrating, or assisting the students.

- a) The laboratory course requires student preparation from text and lecture material, and practice of the skills, prior to and after each session.
- b) The laboratory course requires significant levels of evaluation of student work inside or outside of class time on a regular basis.
- c) The laboratory course requires the instructor to see that it is related to and correlated with lectures on professional/technical skills, and supplemented with appropriate assigned texts (such as textbooks and program manuals).
- d) Compliance with the four criteria above is documented in the course outline of record.
- e) The laboratory course requires that instructors are involved with professional development in order to maintain proficiency in the areas covered.

4. Activity Laboratory courses

- Twenty-two weekly minutes of preparation for each weekly hour of classroom instruction.
- 0.6818 LHE per classroom contact hour

Typically such activity laboratory courses have as a primary function the development and practice of physical skills and the proper use of fitness equipment as the final outcome of the course.

Criteria for determining an activity skills laboratory course are as follows:

- a) The laboratory course requires the active continuing presence, physical or virtual (in the case of on-line or video conference modes of delivery), of the instructor with ongoing involvement in demonstrating these skills, or assisting the students in developing them.
- b) The laboratory course requires minimal student preparation from text and lecture material, but may require practice of the skills learned, prior to and after each session.
- c) The laboratory course requires minimal levels of evaluation of student work outside of class time.
- d) Compliance with the three criteria above is documented in the course outline of record.
- e) The laboratory course requires that instructors are involved with professional development in order to maintain proficiency in the areas covered.

2.2 STANDARDS FOR PERFORMANCE FACTORS (DANCE, DRAMA, MUSIC), LECTURE AND LABORATORY

DANCE COURSES (SELECTED)

EITHER

- *Two hours twenty minutes of preparation for each weekly hour of classroom instruction.*
- *1.6667 LHE per classroom contact hour, lecture and laboratory*

OR

- *Two hours of preparation for each weekly hour of classroom instruction.*
- *1.500 LHE per classroom contact hour, lecture and laboratory*

Preparation activities for the selected dance courses:

Choreography and Music:

- Create all new choreography every semester.
- Research and select appropriate music.
- Purchase and personally maintain a music library of this literature.

Costuming:

- Select and provide costuming for all students, ensure that each student has the correct size, distribute, collect and maintain the costumes, and ensure that each student pays for costumes when appropriate.
- Secure costumes for each choreographed dance (averaging 15 different sets of costumes per show, totaling over 100 costumes).

Performances:

- Hold auditions.
- Supervise performances, and technical and dress rehearsals.
- Supervise dance showings of works-in-progress.

Publishing:

- Publish researched program.
- Video record and distribute recordings to students and public.

Technical:

- Design, manage, and coordinate technical needs (lighting, stage, sound, etc.) for all performances.
- Edit audio for concerts.

Programming:

- Design concert programming to accommodate diverse dance styles.
- Program transitions to allow students time to change costumes and prepare for the next dance piece.
- Maintain quality of dance presentations.

Student Choreography:

- Supervise student choreographers.
- Hold choreography auditions.
- Mentor student choreographers. Publicity:

- Design poster and postcard mailers, update mailing list, and coordinate mailing.
- Coordinate news releases with the MCC Public Information Office.

Publicity:

- Design poster and postcard mailers, update mailing list, and coordinate mailing.
- Coordinate news releases with the MCC Public Information Office.

DRAMA COURSES (SELECTED)

- *One hour twenty-four minutes of preparation for each weekly hour of classroom instruction.*
- *1.2000 LHE per classroom contact hour, lecture and laboratory*

Preparation activities for the selected drama courses:

Pre-show (Previous Year)

- Research and select appropriate scripts for a balanced season.
- Enquire with performance rights holders about play availability for performance, contractually secure permission for dates of performances, order appropriate number of scripts.
- Develop production budget and designate allocations for designers and materials for each area of each of the four productions.
- Research background of plays, including style, language, history of past productions (if a classic), and historical content.
- Recruit and hire costume, set, property, makeup, lighting and sound designers.
- Recruit and hire additional contract workers such as: scenic painters, carpenters, and stitchers.

Pre-show – Same Year:

- Create directorial concept that unifies design and imparts a message.
- Appoint a stage manager and assistant stage manager.
- Enter the production in the Kennedy Center/American College Theatre Festival (KC/ACTF) and arrange to have respondents attend the production.
- Conduct design meetings to coordinate efforts.
- Organize, coordinate and publicize pre-auditions, auditions and call-backs, and make perusal scripts available in both libraries and in the theatre.
- Coordinate poster design and production.
- Cast the play, put it on the "actor's hotline" and post a cast list.
- Block (stage) actor movement, create scenic composition.
- Break the script down into "beats. "

Production Activities:

- Work with Admissions and Records to set a dynamic lass date.
- Manage props.
- Arrange with costume designer and PIO to take publicity photos.

- Supervise program development including photos, special thanks, director's notes, and required information such as rights holders names, sponsors, and KC/ACTF.
- Manage budget including payment of personnel.
- Manage publicity.
- Edit multi-media editing.
- Arrange for production photos.
- Update website with publicity information on the show.
- Develop and set up special production-related lobby displays.
- Run tech week, usually involving 6-7 hour rehearsals nightly.
- Supervise performances.
- Coordinate box office activities.
- Coordinate with Campus Police.
- Manage post-production activities.
- Participate in strike including dismantling the set, getting the costumes cleaned and put away, and properties returned to their appropriate areas.
- Ensure that the facility is cleaned and returned to better than its pre-run state.
- Arrange and facilitate the post-performance talkbacks with the audience.

MUSIC COURSES (SELECTED)

EITHER

- *Two hours twenty minutes of preparation for each weekly hour of classroom instruction.*
- *1.6667 LHE per classroom contact hour, lecture and laboratory*

OR

- *Two hours of preparation for each weekly hour of classroom instruction.*
- *1.500 LHE per classroom contact hour, lecture and laboratory*

OR

- *One hour twenty-four minutes of preparation for each weekly hour of classroom instruction.*
- *1.2000 LHE per classroom contact hour, lecture and laboratory*

Preparation activities for the selected music courses:

Repertoire and Inventory:

- Research, purchase, study and program all new
- literature each semester, and personally maintain a site library of this literature, including, in some cases, a diverse set of parts for various instruments for each composition.
- Write and edit musical arrangements.
- Select literature that is appropriate to the requirements of transfer institutions.

Travel with groups of students:

- Set up appropriate performance venues.

- Arrange for transportation, lodging, meals, etc.
- Provide 24-hour supervision.

Publications:

- Research and publish program for each formal concert production.
- Produce audio and video recordings.
- Create, execute and manage marketing plan, press releases, and mailing lists.
- Edit post-production media, e.g. CDs, DVDs and broadcast programs.

Technical:

- Design and manage technical requirements of each concert (sound reinforcement, lighting, etc.).
- Produce studio recording for in-concert use.
- Supervise high-tech installation to prepare for concert.

Costuming:

- Select and provide uniform costuming for all students,
- ensure that each student has the correct size, distribute,
- collect and maintain the costumes, and ensure that each student pays for costumes when appropriate.

Coaching (Outside Rehearsals):

- Conduct rehearsals that are outside of the class hours to
- focus on subgroups with specific functions, e.g. vocal sections, rhythm sections, instrumental sections.
- Contract and/or rehearse accompanying instrumentalists.
- Arrange for private instructors for each student.
- Organize recitals coordinating multiple teachers and accompanists.
- Collate reports from individual teachers for final reporting.
- Collaborate with other disciplines.
- Arrange and run production meetings.
- Conduct auditions.
- Recruit.

Final Performance:

- Artistically integrate with every performance, utilizing the students as the conductor's instrument so that the instructor performs along with the students.
- Inspire and insist upon excellence from each and all students, as student failure is not an option when public performance is involved.
- Oversee capstone performance environment such as lighting, stage design, coordinating audio and video recordings and the packaging them for distribution.

2.3 STANDARDS FOR NONCREDIT COURSE WORKLOAD FACTORS, LECTURE AND LABORATORY

EITHER

- *Fifteen minutes of preparation for each weekly hour of classroom instruction.*
- *0.6250 LHE per classroom contact hour, lecture and laboratory*

OR

- *Forty minutes of preparation for each weekly hour of classroom instruction.*
- *0.8333 LHE per classroom contact hour, lecture and laboratory*

Criteria for 0.8333 LHE Factor for noncredit courses:

Such courses, in addition to requiring planning and more than general preparation on the part of the instructor, also require that the student learn basic skills in order to be an effective participant in the class.

Typically such courses have as a primary function the teaching of concepts rather than skills development as the final outcome of the class.

Criteria for determining an extensive preparation and student evaluation course are as follows:

- The course requires extensive student preparation from text and lecture material prior to and after each session.
- The course requires evaluation of student work outside of class time on a regular basis.
- The course requires extensive theoretical content supplemented with appropriate assigned texts.
- Compliance with the three criteria above is documented in the course outline of record.
- The course requires that instructors are involved with professional development in order to maintain proficiency in the areas covered.

EXHIBIT F – Intercollegiate Coaching

Unit members who hold a position of Head Coach of an intercollegiate sport team will be paid a stipend of \$4000.00 per semester.

Coaches shall be eligible to be reimbursed for the out-of-pocket costs associated with their coaching duties in accordance with district policy and procedures.

EXHIBIT G – Online Class Requirements Self- Checklist

When teaching a Distance Education class at MiraCosta, I ensure that I will:

1. Abide by any departmental directives in the course outline of record.

Directives include the course description, course content outline, performance objectives, assignments, methods of instruction, methods of evaluation, required materials, student learning outcomes, and any specifications of how the course is or is not to be taught as an online/hybrid section as specified in Form A.

2. Abide by the [MiraCosta syllabus checklist](#).

3. Ensure regular effective contact between instructor and students

Requirements include establishing expectations on the frequency and timeliness of such contact, including frequent, quality, instructor-initiated interaction, feedback, and managing unexpected instructor absences.

Regarding the type of contact that will exist in all MiraCosta College course sections in which the instructional time is conducted in part or in whole through distance education, instructors will use a variety of means to initiate contact with students, such as, but not limited to, the following:

- a. Threaded discussion forums (with appropriate instructor participation)
- b. "Questions for the instructor" forums
- c. General email
- d. Weekly announcements
- e. Timely and frequent feedback for student work
- f. Instructor-prepared electronic lectures or introductions in the form of electronic lectures to any publisher-created materials (written, recorded, broadcast, etc.) that, combined with other course materials, create the virtual equivalent of the face-to-face course section.

4. Ensure regular effective contact among students if required by the COR .

Contact among students provides the opportunity for students to receive the benefit of peer interaction in the learning environment.

Regarding the type of contact that will exist in all MiraCosta College course sections in which the instructional time is conducted in part or in whole through distance education, instructors will use a variety of means to enable student-to-student interaction, such as, but not limited to, the following:

- a. Threaded discussion forums and other asynchronous interaction tools.
- b. Group projects.
- c. Peer review activities.
- d. Peer presentations.
- e. Synchronous (live) online interactions.

- f. Collaborative document sand other tools for knowledge-building and sharing.
5. Create an environment of academic integrity, monitor progress, and track attendance and participation.
 6. Uphold [institutional procedures](#) to authenticate students.
 7. Meet the [accessibility](#) requirements in state and federal regulations.
 8. Teach distance education in accordance with any department and college procedures, and negotiated agreements.
 9. Help students in a DE course section to be aware of MiraCosta College support services and resources, especially those available online.
 10. Monitor students' engagement and success, and promptly and proactively initiate substantive interaction with students when needed on the basis of such monitoring and upon request by a student.

Name 
Krista Warren (Jun 8, 2024 13:21 MDT)

Date Jun 8, 2024