



MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT

Mendocino Lake Community College District & Mendocino
Part Time Faculty Association
Collective Bargaining Agreement for contract
2018-19, 19-20, 20-21

This counter proposal is considered a non-severable package settlement. If MPFA does not agree to the entire package, the District reserves the right to revert to its previous proposal.

On Schedule Rate Change

6.5% increase to existing salary schedule effective Summer 2020.

This would settle salary for both 19-20 and 20-21. No retroactive on-schedule salary adjustments.

Effective Summer 2020						
	A	B	C	D	E	F
1	\$58.17	\$61.09	\$64.16	\$67.37	\$70.72	\$74.25
2	\$61.09	\$64.16	\$67.37	\$70.72	\$74.25	\$77.97
3	\$64.16	\$67.37	\$70.72	\$74.25	\$77.97	\$81.87

One Time, Off-Schedule Compensation

- Agreement to a one-time off-schedule stipend: For part time faculty (including instructors, counselors, and librarians) who have/had a fully executed contract (ie not cancelled) in Fall 2019 and/or Spring 2020. This will not result in contract language change.
 - Eligibility for one-time off schedule payment of \$300 for work completed in Fall '18 and/or Spring '19;
 - Eligibility for one-time off schedule payment of \$400 for work completed in Fall '19 and/or Spring '20.
- Agreement to a one-time agreement for Summer '20 new course stipend for online conversion. One-Time Agreement under separate cover. This will not result in contract language change.

Non-Instructional Rates

Basic non-instructional rate of \$50.00 per hour, for non-instructional activities assigned by the District, such as curriculum development, schedule development, District trainings and events.

Basic non-instructional rate does not apply to:

- a. Other rates established in the CBA (office hours) or previously established lump-sum stipend rates, such as those for performances and athletic coaching and committee assignments.
- b. Approved Flex activities
- c. Presentation of Workshops or Training (\$75/hour)
- d. Other work contracted by the college with outside agencies:
 - i. Contract Education (\$75/hr)
 - ii. Adelante (rate established by contract)
 - iii. Rates and hours will be determined through MOU with outside agency based on other established rates

Stipends

- Agreement to work toward establishing a form for compensating outside of regular instructional assignments; the form will include number hours and specific work requirements. Pay rates will be based on existing negotiated non-instructional rates.
- \$125 Stipend for Spring 2020 Professional Development Committee participation
- \$2800 per semester stipend for MPFA President effective Spring 2020
- Agreement to update the list of paid stipend work to include "Guided Pathways Leadership Team" and "Professional Development"; removing "Basic Skills"

Parity

Commitment of mutual efforts toward developing a parity calculation for the Fall 2021 salary schedule.

Office Hours

- \$20,000 per semester is allocated for the Fall and Spring semesters
- Office hours compensation extended as follows: Those part time faculty with 20% annual load or greater will be eligible to apply for \$400 (\$25/hour) per semester. Those with 10%-19% annual load will be eligible to apply for \$200 (\$25/hour) per semester (see article 16.10)
- PT Faculty (with a 20% load) must communicate their availability to students for a minimum of 16 hours per semester. PT Faculty (with a 10%-19% load) must communicate their availability to students for a minimum of 8 hours per semester

Facilities Committee:

Unpaid Committee Participation: Agreement to have a non-voting, resource MPFA representative on the Facilities/Safety Committee.

MPFA Orientation:

15 minutes at the end of the two (2) hour PT faculty orientation is allocated to MPFA.

Articles Summary:

Changes to articles 1,2,5,7,15,16, and 20 are reflected in attached articles

Entirety of Contract:

Syntax Clean up: Replace "Vice President of Education and Student Services" with Appropriate Vice President.

Signed by District:



Nicole Marin, Director of Human Resources, May 1, 2020

Signed by Association:

Stuart Campbell, MPFA President



MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT

YOUR COMMUNITY YOUR COLLEGE YOUR SUCCESS

**Mendocino-Lake Community College District and Mendocino Part Time Faculty Association
One-Time Agreement**

Summer 2020 New Course Stipend

For the Summer 2020 schedule: In response to COVID-19, the District agrees to pay a \$300 “new course” stipend for any part time faculty teaching a course fully online for the first time. This includes stipend compensation for courses that were moved to an online platform in Spring 2020 (on an emergency basis).

Part Time faculty must submit the new course stipend request form to Human Resources, which is approved by the appropriate Dean by July 15, 2020.

Each course (above and beyond the first) shall be paid at \$100 per additional course; not to exceed \$500.

This stipend will be paid on the August 10, 2020 payroll.

Summer 2020 - One Time Agreement for Summer New Course Stipend

**APPLICATION FOR STIPEND – TEACHING NEW COURSE
Part-Time Instructors**

Amount and Eligibility

In response to COVID-19, a \$300 “new course” stipend is available Summer 2020 for any part time faculty teaching a course fully online for the first time. This includes stipend compensation for classes that were moved to an online platform in Spring 2020 (on an emergency basis). Any additional courses will be compensated at \$100, not to exceed \$500.

Name: _____ **Semester:** _____

Course Number and Title: _____

Reason for requesting stipend:

Have not previously taught this course fully online

- Forward to assigned Dean for approval -

Signature: _____
Dean Date

- Forward to Human Resources -

ARTICLE 1 - AGREEMENT/RECOGNITION

- 1.01 AGREEMENT:** ~~The articles and provisions contained herein constitute a~~ The Mendocino Part-Time Faculty Association ("MPFA" or "Association") and the Board of Trustees of the Mendocino-Lake Community College District ("Board" or "District") have reached the following bilateral and binding agreement, also called the "Agreement between the Mendocino-Lake Community College Board of Trustees and the Mendocino Part-Time Faculty Association, CCA/CTA/NEA." MPFA and the District enter into this Agreement to the Contract pursuant to Chapter 10.7 (commencing with [Section 3540](#)) of the Government Code. The District, the Association, and each unit member shall comply with all its terms and shall fully perform all obligations under this Agreement during the term of this Agreement.
- 1.02 RECOGNITION:** ~~The Board of Trustees of the Mendocino-Lake Community College District, hereinafter referred to as the "Board" or "District",~~ hereby recognizes the Mendocino College Part-time Faculty Association, ~~CCA/CTA/NEA, hereinafter referred to as "Association",~~ as the sole and exclusive bargaining representative of all part-time, temporary faculty, including the following classifications: instructors, counselors and librarians.
- 1.03 PART-TIME:** The term "part-time" as used in this agreement refers to part-time, temporary faculty who teach classes for not more than 67 percent of the hours per week considered a full-time assignment, as referenced in Education Code 87482.5.
- 1.04 PREVALENCE:** It is understood and agreed that the specific provisions contained in this agreement shall prevail over District practices and procedures and over State laws to the extent permitted by State law.
- 1.05 NEW CLASSIFICATION:** Should any new part-time, temporary faculty classifications be established during the term of this agreement, the District and Association shall meet to determine whether or not such classifications belong within the unit. Should the placement not be mutually agreed to within thirty (30) days, it may be submitted by either party for resolution to the Public Employment Relations Board.

ARTICLE 2 - ASSOCIATION RIGHTS

Including Renumbering

- 2.01 MEMBERS' RIGHTS:** No provision in this Agreement will be construed to deny or to restrict the rights granted to unit members under state and federal laws and regulations. The rights granted to unit members by this Agreement will be deemed to be in addition to those specifically provided in District policy.
- 2.02 RIGHT OF UNIT MEMBERS TO JOIN OR NOT JOIN:** Each unit member has the right to form, join and participate in lawful activities of employee organizations and the right to refuse to form, join and participate in employee organizations. MPFA and the District will not discriminate against a unit member who exercises these rights.
- 2.03 FACILITIES:** The Association shall have the right to use District facilities. Advance request shall be made to the District when the Association wishes to schedule such use for organizational meetings and related activities.
- 2.04 Use of Equipment:** Association representatives may use District equipment, not requiring a trained operator, when such equipment is not otherwise in use.
supplies for all printed materials shall be solely at the expense of the Association.
- 2.05 District Administration Bulletin Boards:** District shall provide bulletin board space for Association use on all District administration bulletin boards without charge.
- 2.06 Mail Distribution:** District shall provide mail boxes or folders for part-time certificated employees who work at the Ukiah, Willits, and Lake County Centers. MPFA may have use of the District email system, and the intra-district mail system. Such use will be for the purpose of distributing communication to unit members.
- ~~A. Within the first month of each semester, the District shall provide the Association president with names, addresses, and phone numbers of unit members; provided, however, that the employee shall have the right to keep his/her address and phone number confidential by notifying the Human Resources Office in writing. The District shall also provide the Association president with a mid-semester update. These lists shall be provided on hard copy and in digital format.~~
- 2.07 Distribution of Materials:** Association may distribute organizational literature on school district property provided there is no interference with District business, or distraction of employees while performing their duties.
- 2.08 Association Contact:**

A reasonable number of duly authorized members of the Association will have access to unit members to transact official business provided such contact does not occur during the members' hours of scheduled assignments and does not interfere with the educational process. The Association shall provide the District, and update as required, the names of Association members currently serving on the MPFA Executive

~~Board and/or District committees who are authorized to transact official business.~~

A. New Employees:

1. Pursuant to AB119, MPFA will be granted the last 15 minutes of the Part Time Faculty Orientation
2. The District shall give MPFA at least ten (10) days' notice of the date and time of the orientation(s).
3. The District shall negotiate regarding the structure, time, and manner of access.
4. New employee contact information shall be provided within thirty (30) days of hire.

2.09 ~~One book of Board Policies and Administrative Regulations shall be supplied to the Association president.~~

Association shall be provided access to materials and data available to the public. District shall provide, without costs, one copy of the following items at time of submission to the Board: the budget in final adopted form; one each of Board presentation preliminary, tentative and publication budget as prepared for public usage.

2.10 District shall provide copies for Association of each official Board minutes, one copy of each Board agenda packet, excluding all confidential information and materials as defined by applicable law.

2.11 The District shall make available copies of the current ~~contract~~ Collective Bargaining Agreement (CBA) to unit members and shall so notify all unit members each semester when contracts are mailed. Within a reasonable period of time following the completion of negotiations, the District shall provide the Association ~~president~~ with a copy of the ~~revised~~ CBA (or revisions to the CBA) on hard copy and in digital format.

2.10 **RIGHT TO CONFER:** MPFA will retain the right to confer with the District on issues as provided in the Educational Employment Relations Act. MPFA may consult with the District on matters related to academic freedom, curriculum, enrollment and the use of electronic and technological teaching devices if that use affects the working conditions of the unit members.

2.11 **RIGHT TO NEGOTIATE BY MUTUAL AGREEMENT:** MPFA will retain the right to negotiate other Contract items, or other employment matters, established by mutual agreement with the District.

2.12 **LIST OF UNIT MEMBERS:** Pursuant to AB 119, the District shall provide the Association with the name, discipline, home and personal cellular number, and home address of unit members; provided, however, that the employee shall have the right to keep his/her address and phone number confidential by notifying the Human Resources Department in writing. This information must be provided at least every 120 days, within one two weeks of the start of each semester and the summer session. These lists shall be provided in digital format.

2.13 **DISTRICT POLICIES AND PROCEDURES:** The District will ~~provide~~ make available to MPFA District policies and procedures governing conditions of employment of the unit members, and ~~inform~~ make available to MPFA of any changes, additions, alterations, or deletions to these policies and procedures.

2.14 RIGHT TO PUBLIC INFORMATION: The Association shall be provided access to materials and data available to the public. The District shall provide, without costs, the following items at the time of submission to the Board: the budget in final adopted form; one each of the Board presentation preliminary, tentative and publication budget as prepared for public usage.

2.15 NO REPRISALS: No reprisals will be taken against any unit member who legally exercises right guaranteed by law or this Agreement or who executes responsibilities imposed by law or this Agreement.

ARTICLE 5
SAFETY

- 5.01 Cal-OSHA standards shall govern safety conditions within the District.
- 5.2 ~~Notwithstanding 5.1,~~ The District shall make every reasonable effort to address issues brought forth by a bargaining unit member regarding health and safety
- 5.02 MPFA shall be granted representation by one unit member on the Facilities/Safety Committee.

Article 7: Holidays

7.01 The following national and/or state holiday shall be observed as days on which faculty members shall be excused from their professional responsibilities:

Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
New Year's Day
Martin Luther King Junior Day
Washington's Birthday
Lincoln's Birthday
Memorial Day
Independence Day

7.02 Any additional holiday, or day of special observance or mourning, declared by the President of the United States, Governor, or Board of Trustees, shall be observed as a legal holiday in accordance with Section 7.01 above. If a designated holiday falls on a Sunday, the Monday following said day shall be considered a holiday in accordance with Section 7.01 above.

7.03 Observance of the holiday will be directed by the California Chancellor's Office. Generally, if any of these dates falls on a Saturday or Sunday, the holiday is observed on the preceding Friday or Monday, respectively. However, Education Code section 79020 provides specific allowances for observance flexibility which is reflected in the following schedules for Veterans Day and Lincoln Day depending on the day of the week on which these holidays fall.

ARTICLE 15 - DUES DEDUCTION

~~15.1~~ The District shall deduct dues from the monthly payroll of all unit members as specified annually by MPFA/~~CCA/CTA/NEA~~ and transmit those dues. MPFA shall transmit a list of dues-paying members, and the amount to be deducted for each, by the 20th of each of the following months: September, October, November, and December (Fall Semester); and February, March, April, and May (Spring Semester) for deductions in the following month's payroll. Dues collected by the District, along with a list of all dues paying unit members, shall be transmitted monthly, within ten (10) business days after each pay date to:

California Teachers Association
PO Box 45529
San Francisco CA 94145

15.01.1 The District is under no obligation to make payroll deductions for periods during which a member is either terminated from employment or not on the District's payroll for any reason.

15.01.2 In the case of any employee covered by this Agreement who is a dues-paying member of MPFA at the time the employee leaves District employment, for any reason, the employee shall be treated as a continuing member of MPFA for the purpose of making payroll deductions for the payment of dues for any member who returns to a position covered by this Agreement within one (1) academic year of the member having left District employment, unless and until MPFA informs the District in writing that the employee has revoked authorization to make dues deductions.

15.02 To initiate, change or discontinue a deduction, a unit member must either complete a Membership Enrollment Form for MPFA/CCA/CTA/NEA provided by CTA/Ukiah or enroll through an authorized MPFA Board Member. MPFA will notify the District of any new union members, and changes to existing members. An accurately completed form signed by the unit member must be received by Human Resources prior to the by the 20th of a each month to be reflected in the check for the following month.

15.03 Annual dues are deducted in eight equal payments: March, April, May, June/Spring Semester and October, November, December, January/Fall Semester.

~~CTA will forward completed Membership Enrollment Forms to Human Resources as initiated or changed.~~

15.04 ~~The President of~~ MPFA and CTA/Ukiah must jointly notify Human Resources in writing at least sixty (60) days in advance of a dues increase or decrease. An increase or decrease in dues can only be implemented once per fiscal year..

- 15.05 A unit member who already pays CTA and NEA dues through another employer will not have CTA or NEA dues deducted through the college payroll.
- 15.06 The Association agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of this article or its implementation. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried, or appealed.

ARTICLE 16 – SALARY

- 16.1 When a part-time instructor loses his/her teaching assignment due to the reassignment of a full-time instructor, he/she shall be compensated for the class meetings met plus 2 additional class meetings.
- 16.2 Each semester, unit members will be compensated two hours at their assigned hourly rate for attending the part-time faculty orientation meeting.
- 16.3 Unit members who serve on District committees will earn stipends as follows:
- a. Two members who serve on the Academic Senate, \$700/semester
 - b. One member who serves on the ~~Basic Skills~~ Guided Pathways Leadership Team Committee, \$700/semester
 - c. One member who serves on the Curriculum Committee, \$700/semester
 - d. One member who serves on the Distance Education Committee, \$700/semester
 - e. One member who serves on the Educational Action Plan Committee, \$700/semester
 - f. One member who serves on the Staffing Committee, \$700/semester
 - g. One member who serves on the Student Learning Outcome Team, \$700/semester
 - h. One member who serves on the Enrollment Management Committee, \$700/semester
 - i. One member who serves on the Planning and Budget Committee, \$700/semester.
 - j. For any other newly-created permanent or ad hoc committee the District and Association shall meet to discuss an appropriate stipend at the request of either party.
 - k. One member who serves on the Professional Development Committee, \$700/semester
1. Part-time faculty assignments to committees are made by the Academic Senate, with the exceptions of the Planning and Budget Committee, and the Facilities/Safety Committee.
 2. Part-time faculty serving on committees will submit an "Application for Stipend – Committee Service, Part-Time Faculty" form, available in MyMendo>OneDrive, at the end of the semester, to the committee chair for signature. The chair will forward it to the Appropriate Vice-President, who will then send it on to Human Resources for inclusion in the next available paycheck.
- ~~The part-time faculty president will notify the appropriate Vice-President of Education and Student Services of part-time faculty committee membership. At the end of the semester, the appropriate Vice-President of Education and Student Services will notify Human Resources who is to be paid.~~
3. If the part-time faculty member does not attend at least 75% of the scheduled meetings, he/she will not receive the stipend.

- 16.4 When a part-time instructor is assigned a course which is cancelled by the District for low enrollment, he/she shall be compensated 2 hours plus any time the class may have previously met. If the scheduled class meeting is less than two hours, compensation will be or the amount of scheduled time.
- 16.5 Administration-ordered emergency cancellation of a class meeting on an established duty day shall not alter the status of that day as a duty day for purposes of compensation, unless the class is rescheduled.
- a. If a class is cancelled, the instructor notified, and class is rescheduled, payment will be made for the rescheduled class only.
 - b. If a class is cancelled, the instructor notified, and class not rescheduled, payment will be made for the cancelled class.
 - c. If a class is cancelled for emergency reasons after it begins, payment will be made for the full class time and will be counted as if class met the entire time.
- 16.6 Unit members who complete 6 semesters of service with the District will advance to Step 2 on the salary schedule. Unit members who complete 12 semesters of service with the District will advance to Step 3.
- 16.7 Units used for the purpose of salary placement shall be from an accredited institution.
- 16.8 The goal of the Mendocino-Lake Community College District is to provide part-time faculty compensation as follows:
- a. Part-time faculty salaries will be based on parity with full-time colleagues as defined in 16.8.b. Part-time faculty salaries will be increased toward parity, as the District receives funds included in State base revenues which are specifically for parity purposes and/or from other available on-going State base revenue, as negotiated.
 - b. A discussion between MPFA and the District regarding a parity formula is on-going.
- 16.9 Part-time faculty may sign up for direct deposit pursuant to the conditions noted on the enrollment form.
- 16.10 Office Hours:
- a. \$40,000 will be designated for office hours, \$20,000 for the Fall Semester and \$20,000 for the Spring Semester.
 - b. (Moved up from 16.10.i)

Office hours will be approved on a first-come, first-served basis, up to the

total funds available for that semester. Before the first day of instruction, Human Resources will notify the unit members who applied for office hours if they have been approved for office hours. If the workload of an instructor who has been approved for office hours is later reduced below 40% the compensable threshold he/she they will be paid for one office hour per week (for those PT faculty with 20% load) or one half hour per week (for those PT faculty with 10%-19% load) until the workload was reduced.

- c. Office hours will be used to meet with students outside of class meetings. PT Faculty must communicate their availability to students for a minimum of 16 hours per semester (20% load), or 8 hours (10%-19% load).
- d. Each semester Part-Time Instructor office hours ~~to~~ shall be compensated as follows:
 - i. Part Time Faculty with an annual load of 20% or greater: \$25 per hour, (\$400) paid in equal payments in the checks the instructor will receive for the semester.
 - ii. Part Time Faculty with an annual load of 10%-19%: \$25 per hour, (\$200) paid in equal payments in the checks the instructor will received for the semester.
- h. To receive compensation, a part-time instructor must:
 - 1. have at least a 40% FTE 10% annual teaching load for the semester prior to census.
 - 2. complete an "Application for Part-Time Instructor Office Hours" form sent with the employment contract and return it to Human Resources prior to the first class meeting of a given semester.
- ~~i. Office hours will be approved on a first-come, first-served basis, up to the total funds available for that semester. Before the first day of instruction, Human Resources will notify the unit members who applied for office hours if they have been approved for office hours. If the workload of an instructor who has been approved for office hours is later reduced below 40% he/she will be paid for one office hour per week until the workload was reduced.~~
- j. It is the responsibility of each Part-Time Instructor to identify the time and location for office hours, but they must be held at a designated college location during normal operating hours, Monday-Thursday (8:00 a.m. - 10:00 pm.) and Friday (8:00 a.m. - 5:00 p.m.). This agreement does not commit the District to provide additional office space or equipment.

compensated \$60 upon completing their portions of the evaluation.

- 16.12 Optional flex hours for professional development purposes shall be included in part-time faculty contracts each semester as follows:

Instructors-1 hour for each fourteen (14) hours contracted
Counselors and Librarians-27 hours x contracted FTE

Upon completion of flex hours, instructors will submit a Certification of Completed Flex Activities (form 300) to the supervising Dean who will verify completion of flex hours. Certifications for the fall semester are due no later than the first day of class for the spring semester. Certifications for the spring semester are due no later than the last day of classes for the spring semester unless prior approval is received by the Dean.

- 16.13 \$18,000 will be budgeted annually to pay part-time instructors a stipend of \$300 per semester when they teach a new course or implement essential new equipment or software for an assigned course. \$9,000 shall be available in the fall semester and \$9,000 shall be available in the spring semester. Any remaining funds from the fall semester shall be carried forward to the spring semester. This stipend will be paid on a first-come, first-served basis, by completing a request form available from Human Resources which is approved by the Dean of Instruction.

- 16.14 Part-time faculty will be paid \$100 for completing a student learning outcome assessment for a course.

- 16.15 With approval of the assigned Dean, each semester a Part-time Instructor can be paid twelve (12) hours at their hourly rate for developing and administering an independent study program for each student enrolled in and completing an Independent 199 course in the Instructor's discipline, irrespective of the student's final grade. If a student withdraws from the course by the last day to withdraw from full-semester courses, the stipend will be reduced to eight (8) hours.

- 16.16 With approval of the assigned Dean, each semester a Part-Time Instructor can be paid 3 hours at their hourly rate for developing and administering a Credit by Examination when such is approved through the petition process and a Full-Time Instructor is unavailable in a discipline. For each subsequent petition approved for the same class that semester, an additional hour will be paid for administering each subsequent exam.

- 16.17 Cooperative Work Experience Education (CWEE) Instructors
As assigned and approved by the Instructor/Director-CWEE, part-time CWEE instructors will be paid 3 hours at their part-time faculty hourly rate per student,

for work completed pursuant to the District Plan for CWEE. Compensation is based on student enrollments as of the first census date and adjusted for students who add Work Experience subsequent to that date.

16.18 The Part-Time Faculty Salary Schedule is attached as Exhibit 5.

16.19 The basic non-instructional rate is \$50.00 per hour, for non-instructional activities assigned by the District, such as curriculum development, schedule development, District trainings and events.

Basic non-instructional rate does not apply to:

- a. Other rates established in the CBA (office hours) or previously established lump-sum stipend rates, such as those for performances and athletic coaching and committee assignments.
- b. Approved Flex activities
- c. Presentation of Workshops or Training (\$75/hour)
- d. Other work contracted by the college with outside agencies:
 - i. Contract Education (\$75/hr)
 - ii. Adelante (rate established by contract)
 - iii. Rates and hours will be determined through MOU with outside agency based on other established rates

16.20 The MPFA President will receive a stipend of \$2,800/semester

ARTICLE 20 - DURATION

- 20.1 This Agreement shall be in effect from ~~July 1, 2017 through June 30, 2018~~ July 1, 2018 through June 30, 2021.
- 20.2 For intervening years (non-successor contracts), each party reserves the right to reopen negotiations under Article 16 (Salary); Article 20 (Duration); and an additional three (3) articles each.
- 20.3 The Association shall submit its initial proposal on reopened articles on or before March 15th of the preceding fiscal year. The District shall present its response at a meeting of the Board of Trustees on or before April 15th and negotiations shall commence within ten (10) days of the sunshining of the District's response.
- 20.4 Should the Association not submit an initial proposal as specified above, the District may submit an initial proposal on reopened articles on or before April 15th and the Association shall submit a response within thirty (30) days of the presentation of the District's proposal. Negotiations shall then commence within ten (10) days of the sunshining of the Association's response.
- 20.5 Notwithstanding the provisions of this Article, if affected by a PERB Board decision, new legislation, final court decisions, or if by mutual agreement of the parties, the parties shall meet and negotiate on appropriate topics.
- 20.6 Should neither the Association or the District elect to submit an initial proposal as outlined above, the contract shall not be reopened for the subject fiscal year without the mutual consent of the parties.
- 20.7 The parties understand and agree that in executing this agreement they are both intending to be bound in its provisions. The District, the Association, and each unit member shall comply with all its terms and shall fully perform all obligations under this Agreement during the term of this Agreement.