

AGREEMENT BETWEEN THE  
MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES

AND THE

MENDOCINO PART-TIME FACULTY ASSOCIATION  
CCA/CTA/NEA

July 1, 2018 – June 30, 2021

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## ARTICLE 1 - AGREEMENT/RECOGNITION

- 1.01 **AGREEMENT:** 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 District, hereby recognizes the Mendocino College Part-time Faculty 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.

(Revised: 5/2020)

## ARTICLE 2 - ASSOCIATION RIGHTS

- 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.
- 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.
- 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 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 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 with a copy of the CBA (or revisions to the CBA) on hard copy and in digital format.
- 2.12 **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.
- 2.13 **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.
- 2.14 **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 two weeks of the start of each semester and the summer session. These lists shall be provided in digital format.
- 2.15 **DISTRICT POLICIES AND PROCEDURES:** The District will make available to MPFA District policies and procedures governing conditions of employment of the unit members, and make available to MPFA any changes, additions, alterations, or deletions to these policies and procedures.

- 2.16 **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.
- 2.17 **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.

(Revised: 5/2020)

### ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 Matters of policy shall at all times remain the prerogative solely of the Board, and the Board at all times reserves and retains for itself, and/or its Chairman and agents, the full right, authority and discretion in the proper discharge of its duties and responsibilities, to control, supervise, and manage the District and its staff; to determine and administer educational policy, curriculum, and the calendaring thereof; to, in all respects, operate the District and to direct its staff, and otherwise retain all right, authority and discretion which is by law, or otherwise vested in the Board. The enumeration of certain retained rights in this paragraph shall, in all instances, be taken as being, by way of illustration, but not by way of limitation. The exercise or non-exercise of rights and prerogatives herein reserved shall not be grievable; provided, however, this provision shall not be construed to in any way limit a right to grieve arising by reason of a violation of the specific provisions of any other paragraph of this agreement that is grievable.
- 3.02 There are no provisions in this agreement that shall be deemed to limit or curtail the Board in any way in the exercise of the rights, powers and authority which the employer had prior to the effective date of this agreement; unless, and only, to the extent that provisions in this agreement specifically limit or curtail such rights, powers and authorities.

## ARTICLE 4 – ASSIGNMENTS

The District retains the right of assignment within the parameters set forth in this article.

4.01 In making assignments of part-time instructors, unit members who have previously taught a course will be given preference when that course is offered in subsequent semesters. Whether the District offers a section to a unit member will depend primarily on meeting qualifications and the previous performance of the member as evidenced by performance evaluations, student services records, and fulfilling other college requirements in a timely and professional manner.

4.01.1 To facilitate the part-time unit member reemployment process, the District will:

- a. Maintain a list of part-time unit members that includes date of initial hire by the District in any given department.
  - (1) Unit members will maintain their original date of hire until there is a break in service of two consecutive academic years.
- b. Maintain a data base of the courses that have been taught by part-time faculty employed by the District. The District will also maintain a data base of the non-teaching work program areas (such as general counseling, special program counseling, library work) worked by part-time faculty employed by the District.
- c. Maintain a list of the qualifications of each member and the disciplines in which they meet the state minimum qualifications to teach or equivalency as determined by Board Policy 7211.1 in effect July 1, 2017.
- d. Evaluate part-time unit members per Article 13 – Evaluation Procedures.
  - (1) The lack of an evaluation will be the equivalent of a satisfactory evaluation.

4.01.2 Prior to assigning classes or hours to part-time unit members for the upcoming semester/term, the District will:

- a. Request part-time unit members notify the District of their availability for the semester/term being scheduled early enough to complete the scheduling process.
  - (1) The District shall notify all unit members at least one month prior to the development of the schedule for each semester or session. Part time unit

members will then have a minimum of 14 calendar days to complete the online Availability Form to the District.

- (a) If the part time unit member does not return the form prior to the deadline, the District shall consider the unit member unavailable to consider for the current semester/term.

4.01.3 The District will assign part-time unit members classes/hours after considering the Availability Form and considering the following criteria:

- a. Most recent evaluation
- b. Date of hire and course history
- c. Qualifications
- d. Availability

4.01.4 Non-assignment of part time unit members

- a. Part time unit members may not be given an assignment by the District for the following:

(1) One Unsatisfactory evaluation

(2) A Needs Improvement evaluation for two consecutive evaluation cycles which includes an improvement plan but where identified improvements were not made.

4.01.5 Release of assignment

- (1) Actions enumerated in Education code 87732 a-g\* with due process afforded via the grievance procedure \* 87732.
  - (a) Immoral or unprofessional conduct.
  - (b) Dishonesty.
  - (c) Unsatisfactory performance.
  - (d) Evident unfitness for service.
  - (e) Physical or mental condition that makes him or her unfit to instruct or associate with students.
  - (f) Persistent violation of, or refusal to obey, the school laws of the state or reasonable regulations prescribed for the government of the community colleges by the board of governors or by the governing board of the community college district employing him or her.
  - (g) Conviction of a felony or of any crime involving moral turpitude.



- 4.01.6 If an adjunct unit member requests but does not receive an assignment for any given semester or session, the Instruction Office shall notify the unit member in writing through the Notification of Intention Not to Rehire for Next Semester form (Exhibit 6).
- 4.02 For purposes of implementing 4.1, the District shall maintain a data base of unit members who taught for the District on a part-time basis within the previous four semesters, indicating courses taught for the District and the minimum qualifications/equivalencies recognized by the District. This information will be available on the portal. It is the responsibility of the unit member to notify Human Resources regarding any incorrect information.
- 4.03 For part-time assignments which remain unfilled after following 4.1, the District will then consider unit members who have not previously taught a specific course for the District but possess the appropriate minimum qualifications or equivalencies recognized by the District. These individuals will be considered along with the current applicant pool, prior to advertising the assignment.
- 4.04 At the discretion of the District, a unit member may work over 33.5% (10 lecture hour equivalents) in one semester. When this is necessary, an annual contract as a temporary employee for the Fall and Spring semesters shall be issued at the beginning of the academic year. The contract may be amended during the year, but under no circumstances shall the annual contract exceed a total workload of 67% FTE (20 lecture hour equivalents) for the academic year. Reasons for an annual contract include, but are not limited to, the following:
- a unit member is only available to work for one semester in an academic year
  - the teaching assignment includes a course which has a higher load in one semester than another (i.e., intercollegiate athletics)
  - the absence or termination of a full-time faculty member
- 4.05 Unit members not employed by the District within the previous four semesters must reactivate their file prior to February 1st for consideration during schedule preparation for the following academic year.
- 4.06 Assignment Notifications:
- 4.06.1 “Notification of Intention Not To Re-Hire for Next Semester” (Exhibit 6) will be sent to part-time instructors who are teaching in the current semester but are not teaching in the next semester excluding summer. Notifications will be sent by November 30<sup>th</sup> for the Spring Semester and March 31<sup>st</sup> for the Fall Semester.

4.06.2 A Teaching Assignment Report will be e-mailed to each part-time faculty who are teaching in the current semester and are scheduled to teach in the next semester. This report will be sent by November 30<sup>th</sup> for the Spring semester and March 31<sup>st</sup> for the Fall semester. The Teaching Assignment Report will list all classes assigned to the part-time instructor in the next semester as of that date.

4.07 A written contract outlining the assignment will be sent to the unit member for his/her signature per regular District contract timeline (normally five weeks prior to the beginning of the semester barring any extenuating circumstances). Other written or verbal agreements are non-binding.

#### ARTICLE 5 - SAFETY

5.01 Cal-OSHA standards shall govern safety conditions within the District.

5.02 The District shall make every reasonable effort to address issues brought forth by a bargaining unit member regarding health and safety.

5.03 MPFA shall be granted representation by one unit member on the Facilities/Safety Committee.

(Revised: 5/2020)

#### ARTICLE 6 - CALENDAR

6.01 Part-time faculty will participate in the development of the annual academic calendar through Academic Senate representation on the President's Policy Advisory Committee.

(Revised: 5/09)

#### 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.

(Revised: 5/2020)

#### ARTICLE 8 - PERSONNEL FILES

- 8.01 Material in personnel files of unit members which may serve as a basis for affecting the status of their employment is to be made available for inspection by the person involved. Such material is not to include ratings, reports, or records which (1) were obtained prior to the employment of the person involved; (2) were prepared by a selection or promotion committee; or (3) were obtained in connection with a promotional examination.
- 8.02 Every unit member shall have the right to inspect such materials upon request, provided that the request is made at a time when the unit member is not actually required to render services to the District.
- 8.03 Information of a derogatory nature, except material mentioned in Section 8.1, shall not be entered or filed unless and until the unit member is given notice and an opportunity to view and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory statements, his/her own comments thereon. Such review shall take place during normal business hours, and at a time when the unit member is not actually required to be under services to the District.
- 8.04 A unit member may submit materials for insertion into his/her personnel file.

## ARTICLE 9 - LEAVES

The term "day" as used in this article means any day as specified and set forth in the instructor's current employment contract.

### 9.01 Jury Duty

- 9.01.01 Leave of absence for jury service will be granted to an employee who has been officially summoned to jury duty in a local, state, or federal court.
- 9.01.02 The unit member shall receive full pay for such leave, providing that jury service fee (excluding mileage and meal expenses for such service) is assigned to the District. Jury service fees do not include reimbursement for transportation expense.
- 9.01.03 Request for jury service shall be made by presenting the official court summons to jury service to Human Resources.
- 9.01.04 A unit member who has received leave of absence for jury service shall be available for work during hours when the unit member's presence is not required in court for more than three hours occurring in any one day.

### 9.02 Personal Necessity Leave

- 9.02.01 Up to six (6) days per year of accumulated sick leave may be used by a unit member as personal necessity leave under the following circumstances:
  - a. Serious illness or death of an immediate family member when additional leave is required beyond that provided in Section 9.4.1.
  - b. Accident, involving the person or property of a unit member, or the person or property of a member of his/her immediate family.
  - c. Appearance in any court or before any administrative tribunal as a witness under subpoena or any order made with jurisdiction.
  - d. Other reason as approved by the appropriate Vice-President.

- 9.02.02 Faculty members shall make every attempt to give advance notice for use of personal necessity leave.
- 9.02.03 Any unit member utilizing personal necessity leave shall, upon return, provide the administration with a signed absence report.
- 9.02.04 For purpose of this Article, immediate family means any spouse, domestic partner, mother (stepmother, mother-in-law), father (stepfather, father-in-law), daughter (stepdaughter, daughter-in-law), son (stepson, son-in-law), grandmother, grandfather, granddaughter, grandson, sister (stepsister, sister-in-law), brother (stepbrother, brother-in-law), niece, nephew, aunt, uncle, and any person living in the household of the unit member.

### 9.03 Sick Leave

- 9.03.01 Sick leave for a unit member's illness or injury shall accrue on the basis of one-hour of leave for every sixteen (16) hours contracted.
- 9.03.02 Earned sick leave which is not used may be accumulated indefinitely from one year of service to the next and may be used as required during such subsequent years of service.
  - 9.03.02.01 At the time of retirement, any unused sick leave is reported to CalSTRS or CalPERS and may be converted to time worked.
- 9.03.03 Credit for sick leave absence need not be accrued prior to the taking of sick leave by the unit member and such leave may be taken at any time during the contract period, not to exceed the balance of the unit member's sick leave through the end of the current semester.
- 9.03.04 Any unit member shall have the right to utilize sick leave when medically necessitated by pregnancy, childbirth, and recovery therefrom.
- 9.03.05 Unit members will be provided with a current accounting of their accumulated sick leave once each semester.
- 9.03.06 Sick leave may be utilized by any unit member placed under quarantine and on the same basis as though this unit member were ill.

#### 9.04 Bereavement Leave

- 9.04.01 Leaves of absence due to, and at the time of, the death of a member of the immediate family shall be granted a unit member. Such leave of absence shall be with pay and shall not exceed three (3) days, or five (5) days if travel beyond 250 miles is required. Immediate family means those persons identified in Section 9.2.4.

#### 9.05 Industrial Injury or Illness Leave

- 9.05.01 Part-time faculty who are unable to work due to a work-related injury or illness are entitled to use up to sixty (60) days of non-accruable Industrial Injury or Illness Leave for a work-related injury or illness. When such an absence overlaps fiscal years, only the unused balance of the sixty (60) days is available in the following fiscal year for that injury or illness.
- 9.05.02 An injury or illness that may qualify for this leave must be immediately reported to Human Resources, supported by medical verification, and approved by the District and/or its worker's compensation agency.
- 9.05.03 Industrial Injury or Illness Leave begins on the first day of absence and is reduced by one day for each work day of absence as included in the individual contract for the part-time faculty member, regardless of the number of hours absent or the amount of the worker's compensation award.
- 9.05.04 If the sixty (60) days of leave are depleted, entitlement to sick leave is then used, but only the amount of sick leave which, when added to the worker's compensation award, equals the amount of pay for the work hours scheduled for that day.
- 9.05.05 Worker's compensation awards are assigned to the District. The amount paid to a part-time faculty member for industrial leave, sick leave, and/or worker's compensation will not exceed the amount of pay for the work hours scheduled for that day.

(Revised: 5/11)

## ARTICLE 10 - TRAVEL/PERSONAL EXPENSES

- 10.01 When authorized by the District for performing unit members' official District duties, members shall be reimbursed for use of personal vehicles at the then current IRS rate and shall be reimbursed for actual, reasonable, and necessary expenses arising from travel or personal expenditures incurred in the discharge of their official duties. (Revised: 3/98)

## ARTICLE 11 - RESOURCE OFFICES

- 11.01 Unit members shall have access to Resource Offices at each College site. Each office shall have at least one computer and a photocopier with scanning capability. Unit members are entitled to access to equipment and supplies in each Resource Office. The District will provide email, web space, and voice mail for unit members who request them, as the district's capacity and policy allows. Keys for Resource Offices on the Ukiah campus may be requested through the Instruction Office. (Revised: 5/05)

## ARTICLE 12 - PROFESSIONAL DEVELOPMENT

- 12.01 If funds are available, unit members shall be considered for travel and expenses for conferences, workshops, seminars, and other training in their field of instruction.

(Revised: 1/96)

- 12.02 \$2,000 will be budgeted annually to reimburse part-time faculty for taking Mendocino College courses. Tuition reimbursement will be made for one class per semester, on a first-come, first-served basis, by completing a reimbursement form available from Human Resources.

(Added: 4/08)

## ARTICLE 13 - EVALUATION PROCEDURE

- 13.01 Unit members shall be evaluated once during their first semester of employment and a minimum of once each six semesters thereafter according to the appropriate part-time faculty evaluation process included in Exhibit 2 (Part-time Instructor), Exhibit 3 (Part-time Counselor), or Exhibit 4 (Hourly Librarian).
- 13.02 Unit members will be notified by the third week of a semester if they are to be evaluated, and, where practicable, evaluations being conducted shall be sent to the Part-Time Faculty for signature by December 15<sup>th</sup> for the Fall Semester and by May 15<sup>th</sup> for the Spring Semester. (See Evaluation Exhibits 2, 3, 4 for more on Process)

(Revised: 6/11)

## ARTICLE 14 - GRIEVANCE PROCEDURE

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

### 14.01 Definitions:

- 14.01.01 Grievance: A formal written allegation by a grievant that the grievant has been adversely affected by a violation of a specific article, section or provision of this Agreement.
- A. "Grievance" as defined in this Agreement shall be brought only through this procedure.
- B. Actions to challenge or change the policies of the District as set forth in the policies, rules and regulations, or, administrative regulations and procedures not contained within this Agreement, must be undertaken under the separate process determined by present existing policies.
- 14.01.02 Grievant: Any member of the bargaining unit covered by the terms of this Agreement.
- 14.01.03 Day: A "day" (for purposes of this Grievance Article) is any day on which the central administrative office of the District is regularly open for business.
- 14.01.04 Immediate Supervisor: The immediate supervisor is the first District-designated supervisor or manager not within the same bargaining unit who has immediate jurisdiction over the grievant. This is generally the Dean of Instruction or Center Coordinator; it is not to be the full-time faculty mentor/evaluator.

### 14.02 Time Limits:

- 14.02.01 Grievant who fails to comply with the established time limits at any step shall forfeit all rights to further application of this Grievance Procedure relative to the grievance in question.
- 14.02.02 District failure to respond within established time limits at any step entitles the grievant to proceed to the next step.
- 14.02.03 Time is of the essence in all processing of grievances.
- 14.02.04 Time limits and steps may be waived by mutual written consent of



the parties.

14.03 Other Provisions:

- 14.03.01 Member Rights: Nothing contained herein shall deny to any member his/her legal rights under state or federal constitutions and laws. No probationary member may use this Grievance Procedure in any way to appeal a discharge decision by the Board not to renew his/her contract for employment. No member shall use this Grievance Procedure to appeal any Board decision if such decision is applicable to a state or federal regulatory commission or agency, or state or federal law.
- 14.03.02 The grievant may be represented by a designee of the Association at any step of this Grievance Procedure. Neither the Board nor its representatives shall meet with any person acting as the representative of any employee group other than the Association on matters subject to this Grievance Procedure. District shall submit to the Association copies of any formal written grievance two (2) days after its filing.
- 14.03.03 Grievance Processing - Limits: Any grievance or alleged grievance which occurs during the period between the termination date of this Agreement and the effective date of a new agreement shall be processed under this Grievance Procedure. Any grievance which arose prior to the effective date of this Agreement shall not be processed under this procedure. Any grievance or alleged grievance which occurred or is alleged to have occurred and which the employee knew or should have known more than fifteen (15) days prior to notification of Level 1 with the immediate supervisor shall not be processed by the District.

14.04 Procedural Steps:

- 14.04.01 Level I
- A. Within fifteen (15) days of the time an employee knew or should have known of the occurrence of an alleged grievance, the employee shall notify by personal direct contact, written or verbal, the immediate supervisor or designee of the alleged grievance.
- B. Within five (5) days following notification of the immediate supervisor or designee, the employee shall discuss with the

immediate supervisor or designee the alleged grievance.

- C. If a satisfactory resolution is not reached within two (2) days of the discussion, the grievant shall present, within two (2) days thereafter, on the "Statement of Grievance Form", attached hereto as Exhibit 1, the Grievance in writing to the supervisor, or designee.
- D. The supervisor, or designee, shall communicate the decision to the employee in writing within three (3) days after receiving the grievance. The grievant, supervisor, or designee may request a personal conference within the above time limits. Any meeting shall be by mutual agreement.

14.04.02 Level II

- A. In the event the grievant is not satisfied with the decision at Level 1, the decision may be appealed on the appropriate approved form to the next higher manager, or designee, within five (5) days.
- B. In order to be processed or considered, the appeal shall include copies of the original grievance and decision rendered, and the reason of the appeal.
- C. The next higher manager, or designee, shall communicate the decision to the grievant in writing within seven (7) days of receiving the appeal. Either the grievant, the next higher manager, or designee, may request a personal conference within the above time limits. Any meeting shall be by mutual agreement.

14.04.03 Level III

- A. If the grievant is not satisfied with the decision of Level II, he/she may appeal the decision in writing within five (5) days to the Superintendent/President, or designee.
- B. The appeal shall include a copy of the original grievance and appeal with the decisions rendered, and the reasons of the appeal.
- C. The Superintendent/President, or designee, shall communicate the decision in writing to the grievant within fifteen (15) days.

Either the grievant, the Superintendent/President, or designee, may request a personal conference within the above time limits. Any such meeting shall be by mutual agreement.

(Advisory Arbitration is for the exclusive use of the Association. A grievant not represented by the Association shall, if not satisfied with the decision of Level III, within five (5) days, appeal the decision to the Board of Trustees.)

#### 14.04.04 Level IV – Mediation

- A. If the grievant and/or the Association is not satisfied with the disposition of the grievance at Level III, or if no disposition has occurred pursuant to the provisions of Level Three, the grievance shall be referred to grievance mediation.
- B. The Association shall request that a conciliator/mediator from the California State Mediation and Conciliation Service be assigned to assist the parties in the resolution of the grievance.
- C. At the earliest mutually agreeable time, the mediator shall meet with the Association, the grievant and the District for the purpose of resolving the grievance.
- D. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant, the Association and the District. This agreement shall constitute a settlement of the grievance.
- E. In the event that the grievant, the Association and the Superintendent/President or her/his designee have not resolved the grievance with the assistance of the conciliator/mediator within ten (10) days from the first meeting held by the conciliator/mediator, the Association may terminate Level Three and the grievance may proceed to level Five.

#### 14.04.05 Level V - Advisory Arbitration

- A. In the event the Association is not satisfied with the decision at Level IV, it shall, within five (5) days, give written notice to the Superintendent/President demanding advisory arbitration.
- B. Within five (5) days of receipt of the demand, the District shall

request of the California State Mediation and Conciliation Service, or other sources as the parties mutually agree upon, a list of seven (7) qualified arbitrators.

- C. The arbitrator shall be selected within five (5) days, following receipt of the list of alternative striking names until only one (1) name remains -- such person shall be the arbitrator.
- D. It shall be the function of the arbitrator, and he/she is so empowered except as his/her powers are herein limited, to make recommended decisions in cases of alleged violations of the specific Articles and sections of this Agreement.
  - 1. The arbitrator shall have no power to:
    - a. Add to, subtract from, disregard, alter or modify the terms of this Agreement;
    - b. Establish, alter, modify or change any salary structure;
    - c. Rule on:
      - 1. Termination of the services of, or failure to re-employ any probationary teacher;
      - 2. Any matter of unit member evaluation other than failure to comply with procedures or procedural aspects;
      - 3. Any claim or complaint for which there is another remedial procedure or course established by law or regulation having the effect of law.
  - 2. The arbitrator's expenses, including any per diem fees, actual and necessary travel and subsistence expenses, and other fees and expenses shall be shared equally by the parties. Other expenses shall be borne by the parties incurring them. Neither party shall be responsible for the expense of witnesses called by the other.
    - a. Notwithstanding the above paragraph, where an arbitrator's recommendation is in favor of the grievant, and the Board reverses such recommendation, the District agrees to pay the full cost of the arbitrator's fees and

expenses. Conversely, where an arbitrator's decision is in favor of the District and the Association appeals the affirmed decision to the courts, the Association agrees to pay the full costs of the arbitrator's fees and expenses.

3. Arbitration hearings may proceed under the rules as established by the arbitrator.
4. Arbitration hearings shall be conducted, wherever possible, within ten (10) days after selection; and the arbitrator shall be requested to provide recommendations, wherever possible, within ten (10) days of the hearing completion.
5. Advisory Arbitration Awards shall be in writing and furnished each party to the hearing.

14.04.06 Level VI - Board of Trustees

A. With Advisory Arbitration:

1. The Board shall consider the arbitrator's decision in public or closed session at its discretion at its next regular meeting, after receipt, provided a minimum seven (7) days elapse from receipt until the Board meeting.
2. The Board may implement the recommendations, may not implement in any way, may meet with the Association to discuss other alternatives, or may take other actions at its sole discretion.
3. The Board shall, within ten (10) days thereafter, submit its decision, in writing, to the Association.
4. The decision rendered shall be final as to the District. The Association reserves its full legal remedies including resource to court action.

B. Without Advisory Arbitration:

1. The Board shall consider the appeal in public or closed session, at the grievant's discretion, at its next regular meeting after receipt, provided a minimum fifteen (15) days elapse from receipt until the Board meeting.
2. The Board may consider the appeal based solely upon the

written record, or may request the grievant to attend such session for a hearing on the matter.

3. The Board shall, within fifteen (15) days after the hearing, submit its decision, in writing, to the grievant.
4. The decision rendered shall be final as to the District. The grievant reserves his/her full legal remedies including recourse to court action.

#### ARTICLE 15 - DUES DEDUCTION

15.01 **PAYROLL DEDUCTIONS FOR MPFA DUES:** The District shall deduct dues from the monthly payroll of all unit members as specified by MPFA. MPFA shall transmit a list of dues-paying members, and the amount to be deducted for each, by the 20<sup>th</sup> 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

- A. 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.
- B. 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 **INITIATION OR CHANGE IN DEDUCTIONS:** 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, by the 20<sup>th</sup> of each month to be reflected in the check for the following month.

- 15.03 **ANNUAL DUES:** Annual dues are deducted in eight equal payments: March, April, May and June (Spring Semester); and October, November, December and January (Fall Semester).
- 15.04 **DUES INCREASES:** 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 in dues can only be implemented once per fiscal year.
- 15.05 **CTA AND NEA:** 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 **LEGAL RESPONSIBILITY:** The Association agrees to pay to the District all reasonable legal fees and legal costs incurred against any court actions and/or administrative action challenging the legality of constitutionality of this article or its implementation. The Association shall have the exclusive right to decide and

(Revised: 05/2020)

#### ARTICLE 16 – SALARY

- 16.01 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.
- 16.02 Each semester, unit members will be compensated two hours at their assigned hourly rate for attending the part-time faculty orientation meeting.
- 16.03 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 Guided Pathways Leadership Team, \$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. One member who serves on the Professional Development Committee, \$700/semester
  - k. 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.

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.
3. If the part-time faculty member does not attend at least 75% of the scheduled meetings, he/she will not receive the stipend.

- 16.04 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.
- 16.05 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.
- 16.06 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.
- 16.07 Units used for the purpose of salary placement shall be from an accredited institution.
- 16.08 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.

16.09 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. 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 the compensable threshold 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 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 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. 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.

16.11 Unit members evaluated pursuant to Article 13 shall be 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

(Revised: 5/2020)

#### ARTICLE 17 - EMPLOYEE BENEFITS

17.01 An individual, employee-paid major medical health plan is available from the District. Contact Human Resources for information.

17.02 Unit members may participate in one of the retirement plans offered by the District for which they qualify, or social security, pursuant to applicable laws and regulations.

17.03 For the purpose of CalSTRS reporting, the minimum standard for part-time service shall be 525 instructional hours per year for instructors and 1050 hour for counselors and librarians. [Ed Code 22138.5 (c) (5)]

17.04 Part-time faculty may use the physical fitness lab free of charge when the lab is open, if they

have completed an orientation with the lab instructor and they do not displace a student.  
(See Board Policy 312)

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

(Revised: 6/06)

## ARTICLE 18 - WORKLOAD

### 18.01 Work Year, Work Week, Work Day, Teaching Load

- 18.01.01 The District shall provide unit members with an individual employment contract each semester which describes the assignment and compensation. Employment contracts shall be subject to and consistent with the provisions of this Agreement.

### 18.02 Duties

- 18.02.01 Duties of part-time instructors shall include the following:
- a. All assigned teaching hours
  - b. Preparation of classroom presentations and assignments
  - c. Evaluation of student performances including quizzes, comprehensive examinations, term papers, and laboratory experiments.
  - d. Supervision of manipulative classes
  - e. Availability for consultation with students
  - f. Staying current with developments in their respective fields
  - g. Turning in a syllabus to the Instruction Office by the end of the second week of instruction
- 18.02.02 Unit members shall ensure reasonable care and protection to College

facilities and equipment, including prudent security measures.

- 18.02.03 Unit members shall maintain reasonable supervision of students. All certificated employees have a professional duty to report to the proper administrator any instance of unsatisfactory student conduct and in an emergency to take action to correct such conduct.
- 18.02.04 Unit members shall be responsible to meet and teach each class within the scheduled assigned time.
- 18.02.05 Unit members shall exercise reasonable safety practices to ensure the safety of all students. Unit members shall report all accidents and injuries to the appropriate administrator and file accident reports as soon as practical.
- 18.02.06 Unit members are encouraged to attend part-time faculty orientation meetings, general faculty meetings, and in-service education sessions. All unit members may participate in annual commencement exercises on a voluntary basis.
- 18.02.07 Faculty shall prepare, and shall distribute to students at the first class meeting of the semester, a syllabus for each course to which they are assigned, and for which units are to be counted in the determination of the instructional load. The syllabus shall outline the objectives of the course, the grading plan to be used, the means which will be used to assess student achievement, the reading assignments, and other pertinent details which will ensure the students' understanding of the nature of the course.
- 18.02.08 Faculty are responsible for the preparation of reports which are accurate and which are submitted in time to meet deadlines. Emphasis will be given to reporting "no shows" and drops to the Director of Admissions and Records. Grade reports shall be delivered to the Director of Admissions and Records in order to meet reporting deadlines.
- 18.02.09 Unit members shall obtain a Mendocino College email account and check it at least weekly, as related to their assignment. An email account is needed to conduct college business such as obtaining class rosters, filing census certifications and grade reports, completing counseling assignments, and communicating with students.

18.03 Curriculum Development

- 18.03.01 Unit members may be involved in curriculum development both through membership and/or cooperation with college committees and through meetings called by the appropriate Dean.

18.04 Staff Meetings

- 18.04.01 Where possible, staff meetings with unit members shall be scheduled seven days in advance.

18.05 Committee Participation

- 18.05.01 Unit members are encouraged to participate on a voluntary basis in District committees, except as provided for in Article 16.
- 18.05.02 All committee appointments of part-time faculty shall be made by MPFA and submitted to Academic Senate.

18.06 Emergency Cancellation

- 18.06.01 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.

(Revised: 8/09)

ARTICLE 19 - SEPARABILITY AND SAVINGS

- 19.01 If any provision of this Agreement or any application of this to any unit member or group of unit members is held by operation of law or by a court or other tribunal of competent jurisdiction, the other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE 20 - DURATION

- 20.01 This Agreement shall be in effect from July 1, 2018 through June 30, 2021.
- 20.02 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.
- 20.03 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.

- 20.04 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.
- 20.05 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.
- 20.06 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.
- 20.07 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.

(Revised: 5/2020)

#### ARTICLE 21 - WAIVER OF BARGAINING

- 21.01 This document comprises the entire Agreement between the parties on matters within the lawful scope and negotiation. The parties shall have no further obligation to meet and negotiate during the term of this Agreement on any subject whether or not such subject was not known or considered at the time of the negotiations leading to the execution of this Agreement.
- 21.02 Such waiver does not preclude bargaining collectively for subsequent new collective bargaining Agreements during the term of this Agreement.

MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT  
Statement of Grievance Form

Employee Name Number	Address	Telephone
Date of Alleged Grievance	Date of Informal Discussion	Date of Oral Response
Date Filing this Statement	Specific articles and sections alleged to have been violated	

Employee's statement of alleged violation and grievance. What is the factual contention? What has occurred? Provide full facts necessary to support your position. Attach additional paper if more room is needed.

State full relief, remedy, action, you believe is required to resolve this alleged grievance. Attach additional paper if more room is needed.

Level I: Supervisor/Designee - Response to Alleged Grievance

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Date of Receipt: \_\_\_\_\_ Date of Response: \_\_\_\_\_  
 Grievance Resolved: \_\_\_\_\_ Grievance Denied: \_\_\_\_\_



Level II: Vice-President/Designee - Response to Alleged Grievance

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Date of Receipt: \_\_\_\_\_ Date of Response: \_\_\_\_\_  
Grievance Resolved: \_\_\_\_\_ Grievance Denied: \_\_\_\_\_

Level III: Superintendent/President/Designee - Response to Alleged Grievance

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Date of Receipt: \_\_\_\_\_ Date of Response: \_\_\_\_\_  
Grievance Resolved: \_\_\_\_\_ Grievance Denied: \_\_\_\_\_

Written notice of appeal to advisory arbitration must be furnished within five (5) days to the Superintendent/President. Date of Association notice: \_\_\_\_\_

Level IV: Advisory Arbitration

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

Level V: Board of Trustees

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Date of Receipt: \_\_\_\_\_ Date of Meeting/Decision: \_\_\_\_\_

MENDOCINO COLLEGE  
EVALUATION PROCESS FOR PART-TIME INSTRUCTORS (6/11)

I. Purpose

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

II. Content

- A. Administrative and/or Peer Evaluation and Classroom Visit (Form A)
- B. Self-Assessment (Form B)
- C. Student Evaluation (Form C)

III. Schedule

- A. Instructors will be evaluated once during their first semester of assignment and a minimum of once every six semesters thereafter. Evaluations conducted in the Fall Semester will be completed by January 31<sup>st</sup> and evaluations conducted in the Spring Semester will be completed by June 30<sup>th</sup>.
- B. Instructors who receive a rating on their evaluation summary other than "Continue on regular evaluation schedule", will receive a follow-up evaluation the next semester.

IV. Evaluator/s

- A. Part-Time Instructors will be evaluated by the supervising Dean (or other academic administrator as assigned by the Dean) and/or a Faculty Peer, if available. The Faculty Peer must be a Full-Time Instructor in the discipline of the Part-Time Instructor. If the Dean determines that a Faculty Peer is available to participate in the evaluation process, he/she will complete the evaluation in cooperation with the Dean.
- B. When an Instructor teaches at more than one college location, only one administrator and/or Faculty Peer will be assigned.
- C. When a Faculty Peer is not available, the completed evaluation documents will be forwarded to the Academic Senate for peer review.

V. Process

- A. Prior to a classroom visit, the Evaluator/s will select one class taught by the Instructor to be visited, schedule the classroom visit, and at least two weeks prior to the visit (whenever possible), provide the Instructor with the following:
  - a. the date of the classroom visit (not prior to census date)
  - b. a copy of Self-Assessment (Form B) to be completed and returned to the Evaluator/s by the classroom visit
  - c. a request that a copy of the syllabus, sample tests and supplementary instructional materials be presented to the Evaluator/s at the time of the

classroom visit

- B. During the classroom visit, the Evaluator/s will:
1. Visit the classroom for approximately one hour with the intent of completing the Evaluation Summary (Form A).
  2. Administer the Student Evaluation (Form C) during the classroom visit and collect the completed forms.
  3. Receive from the Instructor the completed Self-Assessment (Form B), the course syllabus, sample tests and supplementary instructional materials requested.
- C. Following the classroom visit, the Evaluator/s will:
1. Review the completed Self-Assessment (Form B), referring to any recommendations from the prior evaluation.
  2. Review the course syllabus, sample tests and supplementary instructional materials received, comparing them to the content and requirements of the official course outline.
  3. Summarize the student evaluation results and comments (which may not be used as the sole basis for dismissal).
  4. Complete Evaluation Summary (Form A) which is to be signed by the Evaluator/s; attach the Self-Assessment and a summary of the student evaluation results, including student comments.
    - a. If a rating of B-Needs Improvement is given, check "Re-evaluate during next Mendocino College teaching assignment." If the only change needed is a change to syllabus or other written material, a classroom visit during the next assignment is not necessary.
  5. If requested by the Instructor, conduct a post-evaluation conference with all parties involved in the evaluation process to discuss the results. (Other conferences may also be arranged as necessary to complete the evaluation process.)
  6. Forward the completed evaluation documents to the Instructor for review, comment, and signature.
  7. Forward the signed evaluation documents to the appropriate Vice-President.
- D. The Vice-President will:
1. Review and sign the evaluation documents.
  2. Forward the evaluation documents to the Academic Senate for Peer Review, if a peer did not participate in the process.
  3. Forward the signed evaluation documents to Human Resources for inclusion in the Instructor's personnel file.

MENDOCINO COLLEGE PART-TIME INSTRUCTOR EVALUATION  
Form A - Evaluation Summary (Revised 9/15)

Instructor: \_\_\_\_\_ Course(s): \_\_\_\_\_

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

Evaluator: \_\_\_\_\_

Directions: Each Evaluator is to include a rating and comments for the criteria below based on personal knowledge, classroom observation, course materials reviewed, and information provided in the Self-Assessment. (Form A is available on the Portal, Human Resources, to allow for open-ended comments.) Relevant sections of the Part-Time Faculty Collective Bargaining Agreement (CBA) are provided for reference only.

1. *Knowledge of subject matter (possible relevant CBA section(s): Form B Self-Assessment)* (circle one):

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

Comments: \_\_\_\_\_

2. *Teaching ability (possible relevant CBA section(s): 18.2.1)* (circle one):

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

Comments: \_\_\_\_\_

3. *Learning environment (possible relevant CBA section(s): 18.2.2, 18.2.3, 18.2.4 & 18.2.5)* (circle one):

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

Comments: \_\_\_\_\_

4. *Course organization and materials (possible relevant CBA section(s): 18.2.1, 18.2.7 [note Student Learning Outcomes in 18.2.7])* (circle one):

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

Comments: \_\_\_\_\_

5. *Other Professional Responsibilities (possible relevant CBA section(s): 18.2.8, 18.2.9, & Form B Self-Assessment [note Student Learning Outcomes in Form B Self-Assessment])* (circle one):

- A Meets professional standards (include comments which support this rating)

- B Needs Improvement (identify area/s recommended for improvement in comment section)
  - C Unsatisfactory (specify in comment section)
- Comments:*

RECOMMENDATION:

Continue on regular evaluation schedule

Re-evaluate during next Mendocino College teaching assignment

Other (explain):

CERTIFICATION OF COMPLETION:

\_\_\_\_\_  
Faculty Peer (or Academic Senate President if applicable)                                  Date

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

Optional Comments by the Dean and/or Vice President:

Faculty signature indicates awareness of the report only.

I wish to exercise my option to comment regarding any portion of the evaluation report and have those comments attached to this evaluation.

YES  NO

\_\_\_\_\_  
Instructor    Date

\_\_\_\_\_  
Vice-President    Date

MENDOCINO COLLEGE INSTRUCTOR EVALUATION  
Form B - Self-Assessment (Revised 9/15)

INSTRUCTIONS

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

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



STUDENT EVALUATION OF INSTRUCTOR (Form C, Revised 9/15)

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

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

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

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

THE INSTRUCTOR ...

1. Follows a course syllabus
2. Shows concern for student success
3. Arrives on time
4. Has an understandable grading system
5. Prepares well for each class
6. Gives feedback concerning student work in a timely manner
7. Explains the subject clearly
8. Shows respect for students
9. Encourages student participation
10. Addresses students' concerns in a timely manner
11. Uses class time effectively
12. Answers questions clearly
13. Presents course material in a logical order
14. Today's class is consistent with other sessions of this class this semester
15. Uses materials (such as textbooks, handouts, etc.) that are relevant to the course

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



STUDENT EVALUATION OF ONLINE INSTRUCTOR (Form C, Revised 9/15)

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

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

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

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

THE INSTRUCTOR ...

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

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



MENDOCINO COLLEGE  
EVALUATION PROCESS FOR PART-TIME COUNSELORS (7/09)

1. Purpose

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

2. Content

- A. Evaluator Observation (Form A)
- B. Self-Assessment (Form B)
- C. Student Evaluation (Form C)
- D. Evaluation Summary (Form D)

3. Schedule

- A. Part-time Counselors will be evaluated during their first semester of employment and a minimum of once every six semesters thereafter.
- B. Evaluations conducted in the Fall Semester shall be completed by January 31<sup>st</sup> and evaluations conducted in the Spring Semester shall be completed by June 30<sup>th</sup>.
- C. Counselors who receive a rating on their evaluation summary other than "Continue on regular evaluation schedule", will receive a follow-up evaluation the next semester.

4. Evaluators

The Dean of Student Services will establish evaluation teams for Part-Time Counselors which will include one Full-Time Counselor and the Dean. For Part-Time Counselors assigned to a college center, the center Dean will be added to the team or replace the Dean of Student Services.

5. Process

A. Prior to Planning Conference:

The Dean will schedule a Planning Conference with the Evaluators and the Counselor, email the Counselor Form B (Self-Assessment) and ask that he/she complete it and email it to the Evaluators prior to the Planning Conference.

B. Planning Conference:

The Evaluators and Counselor will review the evaluation process, arrange for observations and student evaluations, and discuss the self-assessment, including any objectives.

- C. Observations and Student Evaluations:  
A minimum of four observations will be evaluated by each Evaluator, using Form A. Form C (Student Survey) will be given to 25-30 students during a two-week period of registration as they leave their counseling appointments.
- D. Compilation of Information:  
The Dean will summarize the observations on Form A and student ratings on Form C and compile a list of the students' verbatim comments. The Evaluators will jointly complete Form D, including any recommendations.
- E. Optional Summary Conference:  
Upon request of the Evaluators or Counselor, they may meet to share the results of the evaluation. If a meeting is not scheduled, the evaluation materials will be provided to the Counselor for his/her review. The Counselor will be asked to sign Form D. Signature indicates an awareness of the evaluation report only. The Counselor is not required to agree or disagree with the information and, as indicated on Form D, may attach her/his written comments.
- F. Final Steps:  
The signed evaluation, including Forms A, B, C and D, and any written attachments, will be forwarded to the appropriate Vice-President for her/his signature. The Vice-President will forward the evaluation materials to Human Resources for inclusion in the Counselor's personnel file.

Mendocino College  
EVALUATION – COUNSELOR  
FORM A - Evaluator Observation (7/09)

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

Directions

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

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

Knowledge of Counseling

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

Counseling Style

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

Services Rendered (rate only those that apply)

- 12. Registration process
- 13. Vocational certificate requirements
- 14. Career planning
- 15. Associate degree requirements
- 16. Lower division transfer requirements
- 17. Selecting current semester courses
- 18. Selecting future semester courses
- 19. Develop plan to correct probation/dismissal status
- 20. Review of academic history
- 21. Referral to appropriate resources/programs

Overall Observations

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

B. Describe any areas observed that may need attention:

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

In outline form, address each of the following:

1. Effects on Students

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

2. Planned efforts/objectives for improving professional competency

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

3. College/District Activities

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

4. Contribution to the Profession

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

5. Future Professional Objectives

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

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

7. Concerns and Issues

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

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

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

Directions:

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

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

Overall Counselor Evaluation:

a. What do you find most helpful?

b. If dissatisfied, explain why:

Mendocino College  
EVALUATION – PART-TIME COUNSELOR  
FORM D - Evaluation Summary (7/09)

1. Overall evaluation of student observations:
2. Specific areas of strength:
3. Concerns and issues:
4. Progress in meeting objectives noted at last evaluation:
5. Other accomplishments since last evaluation:
6. Professional development and/or objectives recommended (include timeline):
7. General comments:
8. Additions and/or changes in objectives:
9. Recommendations:

Continue on regular evaluation schedule

Re-evaluate during next Mendocino College teaching assignment

Other (explain):

CERTIFICATION OF COMPLETION:

---

Faculty Peer

Date

---

Dean

Date

---

Counselor

Date

Faculty signature indicates awareness of the report only. I wish to exercise my option to attach written comments regarding any portion of the evaluation report. Yes \_\_\_ No \_\_\_

---

Vice-President of Student Services

Date



MENDOCINO COLLEGE  
EVALUATION PROCESS - HOURLY LIBRARIANS

I. Purpose

The purpose of this evaluation process is to recognize the strengths and achievements of the Librarian and encourage improvement through a regular, formal review focusing on self-awareness, effectiveness, goal-setting and open communication.

II. Content

- A. Supervisor Interview
- B. Self-Assessment

III. Timeline/Evaluator

Hourly Librarians will be evaluated by the Head Librarian once during their first semester of assignment and a minimum of once every six regular semesters thereafter. Evaluations conducted in the Fall Semester will be completed by January 31<sup>st</sup> and evaluations conducted in the Spring Semester will be completed by June 30<sup>th</sup>.

IV. Process

- A. The Evaluatee will complete Form A as a Self-Evaluation.
- B. The Head Librarian will complete Form A based on observations of the Evaluatee's performance.
- C. The Evaluatee and the Head Librarian will meet to compare their responses on Form A, discussing differences and setting goals.
- D. The Head Librarian will prepare a final draft of Form A based on the discussion, returning it to the Evaluatee, with Form B, Certificate for Completion, for her/his comment and signature.
- E. After signatures and comments, Forms A and B will be forwarded to the supervising Dean for review and signature. If requested by the Evaluatee, a post-evaluation conference may be scheduled with the Dean to discuss the results.
- F. The supervising Dean will forward the signed evaluation materials to Human Resources for inclusion in the Evaluatee's personnel file.

Mendocino College  
FORM A – EVALUATION OF HOURLY LIBRARIAN (7/09)

Hourly Librarian \_\_\_\_\_

Evaluator \_\_\_\_\_ Semester \_\_\_\_\_ Year \_\_\_\_\_

Rate each of the following, based on your opinion.  
Complete only those with which you have personal experience:

E     =     Excellent  
AA    =     Above Average  
A     =     Average  
I     =     Improvement Needed  
U     =     Unsatisfactory

	E	AA	A	I	U
1. Clarity/thoroughness of communication.	( )	( )	( )	( )	( )
2. Attitude of courtesy and patience shown toward library patrons.	( )	( )	( )	( )	( )
3. Attitude of respect shown to staff members.	( )	( )	( )	( )	( )
4. Readiness to work on the library staff as a team member.	( )	( )	( )	( )	( )
5. Willingness to accept criticism and suggestions from staff.	( )	( )	( )	( )	( )
6. Willingness to follow library policies and procedures.	( )	( )	( )	( )	( )
7. Attitude of sympathy, caring and understanding toward personal needs and problems of library patrons and staff.	( )	( )	( )	( )	( )
8. Staff member support in confrontational situations.	( )	( )	( )	( )	( )
9. Diplomacy in dealing with people and problems.	( )	( )	( )	( )	( )
10. Friendliness and sociability.	( )	( )	( )	( )	( )
11. Knowledge of principles of library science.	( )	( )	( )	( )	( )
12. Knowledge of principles of library management.	( )	( )	( )	( )	( )
13. Judgment shown in independent decision-making.	( )	( )	( )	( )	( )
14. Use of effective time-management techniques.	( )	( )	( )	( )	( )

	E	AA	A	I	U
15. Creativity and imagination in problem-solving.	( )	( )	( )	( )	( )
16. Sense of responsibility shown in conserving and safeguarding library materials.	( )	( )	( )	( )	( )
17. Attention to detail/accuracy of work.	( )	( )	( )	( )	( )
18. Willingness to perform any necessary tasks.	( )	( )	( )	( )	( )
19. Work habits as an example for others.	( )	( )	( )	( )	( )
20. Loyalty toward supervisor and the college.	( )	( )	( )	( )	( )
21. Dependability/attendance.	( )	( )	( )	( )	( )
22. Personal appearance/dress/grooming.	( )	( )	( )	( )	( )
23. Orderliness of work area.	( )	( )	( )	( )	( )

COMMENTS:

GOALS:

Mendocino College  
EVALUATION OF HOURLY LIBRARIAN  
FORM B – Certificate of Completion (7/09)

Hourly Librarian:

Year:

Head Librarian:

Date:

COMMENTS BY SUPERVISOR:

RECOMMENDATION:

\_\_\_ Continue on regular evaluation schedule

\_\_\_ Re-evaluate on \_\_\_\_\_

\_\_\_ Other (explain):

CERTIFICATE OF COMPLETION:

\_\_\_\_\_  
Hourly Librarian

\_\_\_\_\_  
Date

Faculty signature indicates awareness of the report only. I wish to exercise my option to have my written comments attached to the evaluation forms. Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
Head Librarian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dean

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vice-President of Academic Services

\_\_\_\_\_  
Date

2020-2021  
MENDOCINO COLLEGE  
PART-TIME FACULTY SALARY SCHEDULE

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	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

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At all times below "M.A. Degree" means an actual Master's Degree or the equivalent as defined by the Academic Senate and approved by the Board of Trustees.

A: (UNIT EQUIVALENT - 140)  
Less than Class C

B: (UNIT EQUIVALENT - 155)  
I. M.A. Degree  
II. A.A. Degree + 4 years related work experience + 35 semester units or  
B.A. Degree + 2 years related work experience

C: (UNIT EQUIVALENT - 170)  
I. M.A. Degree + 15 sem units or  
B.A. Degree + 45 sem units, including M.A. Degree  
II. A.A. Degree + 4 years related work experience + 50 semester units or  
B.A. Degree + 2 years related work experience + 15 semester units or  
B.A. Degree + 3 years related work experience or  
M.A. Degree + 1 year related work experience

D: (UNIT EQUIVALENT - 185)  
I. M.A. Degree + 30 semester units or  
B.A. Degree + 60 semester units, including M.A. Degree  
II. B.A. Degree + 2 years related work experience + 30 semester units or  
B.A. Degree + 4 years related work experience or  
M.A. Degree + 1 year related work experience + 15 semester units or  
M.A. Degree + 2 years related work experience

E: (UNIT EQUIVALENT - 200)  
I. M.A. Degree + 45 semester units or  
B.A. Degree + 75 semester units, including M.A. Degree  
II. B.A. Degree + 2 years related work experience + 45 semester units or  
B.A. Degree + 4 years related work experience + 15 semester units or  
M.A. Degree + 1 year related work experience + 30 semester units or  
M.A. Degree + 3 years related work experience

F: (UNIT EQUIVALENT - 215)  
Doctorate

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

- I = Placement of both general and vocational education instructors
- II = Placement of vocational education instructors

As unit members complete 6 semesters of service with the District, they will qualify for step advancement.

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EFFECTIVE: June 1, 2020

Notification of Intention  
Not to Re-Hire for Next Semester

Date:

To:

At this time, we do not intend to re-hire you for the \_\_\_\_\_ Semester for the following reason/s:

- Course(s) previously assigned not offered next semester or no longer being offered
- Course is being assigned to a full-time faculty member
- Course changing mode (to online, e.g.)
- Demonstrated need of the District. In this case, the District need shall be identified.
- Failure to fulfill college requirements in a timely and professional manner (Section 4.1 and Article 18 of MPFA Agreement)
- Sub-standard evaluation results (Section 4.1 and Article 13 of MPFA Agreement)
- You informed us that you are not interested in teaching the course again.
- Not available when course is scheduled.

Comments:

Sincerely,

Dean of Instruction

cc: Personnel File