AGREEMENT BETWEEN THE

MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES

AND THE

MENDOCINO PART-TIME FACULTY ASSOCIATION
CCA/CTA/NEA

July 1, 2026 – June 30, 2027

BOARD APPROVED April 8, 2026

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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, Coast, North County, 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

4.01 DISTRICT, DEPARTMENT, AND FACULTY RIGHTS AND RESPONSILILITIES

A. District Rights and Responsibilities:

1. To meet student, community, and District needs, the District has the authority to develop the class schedule, including the array, location, and times of courses and services. The District has the right of assignment, and no obligations to employ faculty engaged in hourly assignments beyond those in law are expressed or implied in this Agreement.

2. The District, as represented by the supervising administrators and in collaboration with department full-time faculty and/or faculty program coordinators/directors, will determine the schedule of classes and services to be offered.

3. Part-time faculty can expect communication from their supervising dean and/or the full-time faculty in their discipline in regard to their potential assignment.

4. To facilitate the part-time unit member reemployment preference and assignment process, the District shall:

a. Maintain an accurate length-of-service list by department, and discipline, including faculty name, number of courses taught, and most recent date of hire.

b. Unit members will maintain their original date of hire until there is a break in service of two consecutive academic years. Performing an assignment in the fourth semester preserves the part-time faculty member's position on the length-of-service list.

c. Unit members who do not perform an assignment in the semester following a break in service of two (2) academic years, lose their position on the length-of-service list. Performing a new assignment establishes the date of return to paid service and a new, most recent date of hire.

d. Unit members not employed by the District within the previous four semesters must reapply by the same dates as the availability forms are due for each term.

e. The date of hire and number of courses taught will determine a faculty member's position on the length-of-service list. The date of hire is defined as the date of first paid service or return to service if

there is a break in service as described in 4.01 A.4.b "Number of courses" is defined as courses and number of sections taught.

f. The District will update its length-of-service list each semester by October 1 and March 1 and make it available upon request to MPFA.

g. The District will maintain an accurate history of the courses that have been taught by part-time faculty employed by the District. The District will also maintain an accurate history of the non-teaching work program areas (such as general counseling, special program counseling, library work) worked by unit members employed by the District.

h. The District will maintain an accurate list of the disciplines in which each unit member has been approved to meet the state minimum qualifications to teach or equivalency as determined by Board Policy (7211).

i. The District will evaluate part-time unit members per Article 13 – Evaluation Procedure. The lack of an evaluation will be the equivalent of a satisfactory evaluation.

B. Faculty Rights and Responsibilities:

1. Offer Rights:

a. Offer Rights confer a contractual entitlement to an offer of at least one course for any given semester, according to the assignment procedure in 4.02.B. The District commits to making such offers to eligible unit members in any given term that assignments are available with respect to the unit member's position on the length-of-service list.

b. A right to an offer does not imply any guarantee about specific courses, specific days, specific times, or specific locations.

c. The names of all unit members with offer rights will be added to the length-of-service list as defined in 4.01. A.4

d. Unit members earn offer rights and shall be placed on the length-of-service list after having completed four (4) semesters of service to the college; and they have an evaluation rating of "Meets Professional Standards" on their initial evaluation, or a rating of "Needs Improvement" on their initial evaluation and then a rating of "Meets Professional Standards" on a subsequent evaluation.

2. All part-time faculty desiring hourly assignments are responsible for timely response to the District's request for availability.

3. All part-time faculty are responsible for complying with District processes for determining hourly assignments, meeting specified deadlines, and reviewing the District's length-of-service list to confirm accuracy.

4. Faculty members are responsible for timely notifying the District or MPFA of any errors.

4.02 ELIGIBILITY AND GUIDELINES FOR MAKING HOURLY ASSIGNMENTS

A. Eligibility: To be eligible for a given hourly assignment, a faculty member must meet the following applicable criteria:

1. Satisfactory performance based on the most recent evaluation. Faculty with a "Meets professional standards" or "Needs Improvement" recommendation will be considered eligible for an hourly assignment, unless the faculty has "A Needs Improvement" evaluation for two consecutive evaluation cycles which includes an improvement plan but where identified improvements were not made.

2. Minimum qualifications: A part-time faculty member who meets the Minimum Qualifications as defined in the "Minimum Qualifications for Faculty and Administrators in California Community Colleges" in the discipline of the course or service is considered eligible to teach the course(s) or provide services unless a course or modality (online) is identified as requiring Special Expertise.

3. Courses will be identified as requiring Special Expertise by full-time faculty in consultation with a Dean.

a. The full-time faculty in consultation with a Dean will specify the course or modality requiring special expertise and the criteria for meeting the special expertise requirements. The criteria will be relevant, objective, verifiable and reasonable. These criteria will be available on OneDrive in the Human Resources folder.

b. For course level specific expertise, part-time faculty seeking a special expertise designation will submit a letter of explanation and documentation verifying they satisfy the special criteria to Human Resources to forward to the responsible Dean. For Distance Education, training documentation will be verified through the Instruction Office.

c. The responsible Dean and full-time faculty in the discipline, or related discipline within same Learning and Career Pathways, will review the documentation to determine whether criteria have been met. Communication of determination will be issued to the part-time faculty and Human Resources by the responsible Dean.

B. Guidelines for Making Assignments: In making assignments, the District will consider the following criteria in the following order:

1. Eligibility, as described in 4.02.A

2. Timely response to communications from the supervising dean and/or full-time faculty in the discipline.

3. Position on the length-of-service list for each faculty member. The District will consider stated course and scheduling preferences. However, if load is available, the District will offer the assignments to which a faculty member is entitled even if there are no available assignments that satisfy the faculty member's stated preferences.

   a. In ranked order of the length-of-service list, which leads with the number of sections taught, then date-of-hire, the District will offer at least one course.

   b. Subsequent assignments will be made by the Dean in collaboration with the department and in communication with part-time faculty in the discipline.

C. Non-assignment of Part-Time Unit Members: 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.

D. Release of Assignment: Actions listed below with due process afforded via the grievance procedure.

   a. Immoral or unprofessional conduct.
   b. Dishonesty.
   c. Unsatisfactory performance.
   d. Evident unfitness for service.
   e. Physical or mental condition that makes them 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 governing board of the community college district employing them.
   g. Conviction of a felony or of any crime involving moral turpitude.

E. Assignment Notifications:

1. If a unit member teaching in a current semester does not receive an assignment for the subsequent semester the Instruction Office shall notify the unit member in writing through the Notification of No Assignment for Next Semester form (Exhibit 6). Notifications

will be sent by November 30th for the Spring Semester and March 31st for the Fall Semester.

2. Schedules are available online for part-time faculty to view their assignments beginning on or about November 1 for the Spring Semester and on or about April 1 for the Fall Semester.

3. A written contract outlining the assignment will be sent to the unit member for their 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.

4. The exclusive representative may request a load report for the subsequent semester by October 20 (for Spring assignment) and March 20 (for Fall assignments) and such requests will be responded to by the next business day.

4.03 LIMITATIONS ON HOURLY LOAD; PART-TIME LOADS IN EXCESS OF 67 PERCENT

A. Limitation on hourly load
   1. Cumulative hourly assignments will not exceed 33.5 percent per semester
   2. Service as a substitute on a day-to-day basis will not be used for purposes of calculating eligibility for contract or regular status of the 33.5 percent limit on load.
   3. Service performed in non-instructional activities will not be used for purposes of calculating eligibility for contract or regular status or the 33.5 percent limit on load.

B. Part-time Faculty Loads in Excess of 33.5 percent
   1. 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

   2. A one-year agreement as defined here is not an expression of any commitment to continue offering a faculty member additional one-year agreements. As this is a commitment for the entire academic year, unemployment benefits cannot be claimed for the winter break. The faculty member's evaluations will continue on the established cycle. After completion of the one-year assignment, the provisions for offers will be those appropriate to the faculty member's classification as described in 4.03.A.

4.04 CANCELLATION OR AMENDMENT OF HOURLY ASSIGNMENTS AFTER ELECTRONIC PUBLICATION OF THE SCHEDULE:

After assignment offers are made, the District may amend or cancel an hourly assignment under the following conditions:

A. Enrollment: Inadequate class enrollment.

B. Full-time faculty Load: To fulfill the load requirement of a full-time faculty member qualified to fulfill the assignment.

1. For instructional assignments, the decision to cancel an hourly assignment in order to offer it to a full-time faculty member as part of their contract load must be made by the supervising administrator no later than two (2) weeks after the first scheduled class meeting.

C. Contractual Remedies: To make whole a faculty member who was harmed due to a violation of the Contract. In this instance, the load will, whenever possible, be taken from the faculty member who initially and inadvertently benefited from the contractual violation, or the faculty member lowest on the length-of-service list.

D. Schedule Adjustment: To accommodate a required schedule adjustment, an hourly assignment may be changed by the District in consultation with the affected faculty member, as long as the original load offered to the faculty member is not reduced.

E. Faculty evaluation: Termination due to an “Unsatisfactory” evaluation rating determined in compliance with the timeline specified in Article 13: Evaluation Procedure & Exhibits 2, 3, & 4, or a “B Needs Improvement” evaluation rating per the timeline specified in Article 13 & Exhibits 2, 3, & 4.

F. 33.5 percent load limit: To ensure that an part-time faculty member’s cumulative load does not exceed 33.5 percent.

G. Additional conditions for cancellation of hourly assignments
1. Financial: Change in District financial situation;
2. Staffing: Change in District staffing needs;
3. Program: Change in program.

H. Other: As a consequence of events beyond the District's control.

4.05 HOURLY ASSIGNMENT PRIORITY FOR UNIT MEMBERS DIRECTLY AFFECTED BY DISCONTINUATION OF A CERTIFICATE OR PROGRAM

A. The unit member will maintain all applicable offer rights earned in the original department or program.

B. Reassignment Outside the Discipline

1. If the unit member is not qualified for any of the assignments that exist in the discipline of the discontinued certificate or program, and if the unit member meets the minimum qualifications for assignments in other departments, then they may request a reassignment from the Vice-President of Academic Affairs within six months of the discontinuation of the certificate or program.
2. Based on the unit member's qualifications, the VPAA, in consultation with the appropriate department faculty, will assign the unit member to one or more departments. The unit member will be added to the part-time faculty pool in the new department.
3. The date that the unit member performs an assignment in the new department will be the unit member's new departmental date of hire.

(Revised: 6/2024)

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:

Effective Academic Year 2026/2027, the following edits shall be reflected on the academic calendar.

Labor Day
Native American Day
Veteran's Day
Thanksgiving Day
National Native American Heritage Day
Christmas Day
New Year's Day
Dr. Martin Luther King Junior Day
Washington's Birthday
Lincoln's Birthday
Farmworkers Day
Memorial Day
Juneteenth
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 for Veterans Day and Lincoln Day depending on the day of the week on which these holidays fall.

(Revised:5/2025)

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, with the presence of a Human Resources Employee, provided that the request is made at a time when the unit member is not actually required to render services to the District. A log of those who review the file will be maintained in the file by Human Resources.

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, their 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 their 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.

9.06 Catastrophic Leave

9.06.1 Catastrophic Leave is a paid leave of absence due to a catastrophic illness or injury of the part time faculty or the part time faculty's spouse, parent, or child.

9.06.2 Catastrophic illness or injury is defined as one which is expected to incapacitate the employee, spouse, parent, or child for an extended period of time. Medical certification defining the expected duration and relationship to the employee will be required to define the Catastrophic Leave.

9.06.3 Part Time Faculty who have successfully completed four semesters of employment, have a current semester's assignment, and have exhausted all accrued sick leave shall be eligible for Catastrophic Leave.

9.06.4 Requests for catastrophic leave may be made by or on behalf of the Part-time Faculty to the Director of Human Resources who will approve all requests pursuant to the terms of this Article. (in addition to the maintenance of 09.06.12)

9.06.5 Hours shall be contributed to the Bank and withdrawn from the Bank without regard to the hourly rate of pay of the Catastrophic Leave Bank participant.

9.06.6 Requests for catastrophic donations shall be made by the Director of Human Resources through a district-wide notice without disclosing the identity of the affected employee.

9.06.7 District employees may donate accrued vacation, sick leave or compensatory leave, in increments of whole hours, to a specific eligible Part-Time Faculty or to the district bank defined in 09.06.12.

9.06.8 Part-Time Faculty must have a sick leave balance of at least ten (10) hours after donating leave.

9.06.9 Catastrophic Leave may initially be approved up to a maximum of one month of the contract. If the catastrophic illness or injury continues, an additional month may be approved.

9.06.10 Human Resources shall adjust all employee leave balances for the donation and use of Catastrophic Leave. All time donated shall be credited on an hour-for-hour basis regardless of pay differentials between donating employee and recipient.

9.06.11 Catastrophic leave shall not be used in conjunction with Workers' Compensation Leave.

9.06.12 Human Resources shall maintain a district bank of donated, non-specific catastrophic leave donations; should Part-Time Faculty elect to donate in the absence of a current or direct need.

(Revised: 5/22)

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.

12.01.01 Funds can be requested through the Instruction Office. If no funds are available, the request may be submitted to the Chair of the Professional Development Committee.

12.01.02 Requests must include brief description of professional development activity, cost, back up information (i.e. link, flyer, or professional advertisement), and a brief summary of departmental or institutional outcomes of the activity.

(Revised: 5/22)

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 Purpose: The purpose of this evaluation process is to recognize the strengths and achievements of the Instructor, Counselor, or Librarian 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.

13.02 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).

13.03 Schedule

A. Unit members will be notified by the third week of a semester if they are to be evaluated.

B. Evaluations being conducted shall be sent to the Part-Time Faculty Instructors, Counselors and Librarians for signature by December 15th for the Fall Semester and by May 15th for the Spring Semester. (See Evaluation Exhibits 2,3,4 for more on Process.) Part-time Faculty signature indicates awareness of the report only.

C. Unit members 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 31st and evaluations conducted in the Spring Semester will be completed by June 30th.

D. If the evaluatee receives a rating other than “Continue on regular evaluation schedule,” they are entitled to a meeting with their supervising Dean, upon request, to discuss the evaluation prior to the completion dates. At their choosing, they may be represented by an MPFA representative. The evaluatee has the right to attach a response in writing to the evaluation following the meeting placed in the unit member's personnel file.

E. “Completed” means that all processes are finished, and all required signatures obtained on the “Certification of Completion.”

F. Unit members who receive a rating on their evaluation summary other than “Continue on regular evaluation schedule,” will receive a follow-up evaluation in their next Mendocino College teaching assignment, or the next semester for Counselors and Librarians.

G. Unit members who are teaching in an online lab setting, who have scheduled their evaluation date and time with their respective evaluator, and have no students drop in during the agreed upon time will be given the options of rescheduling the date

and time and/or using a previous or future recorded meeting with students for their evaluation; recording option is subject to FERPA compliance.

13.04 Confidentiality: To protect the rights of all unit members and all other participants, all aspects of the evaluation process are to be kept in the strictest confidence. Evaluatees may choose to share documents with those outside the evaluation process (e.g. with MPFA).

13.05 Evaluator

A. Part-Time Instructors:

1. Will be evaluated by a Faculty Peer, if available. The Faculty Peer must be a Full-Time Instructor in the same discipline as the Part-Time Instructor. If a Faculty Peer is available to participate in the evaluation process, they will complete the evaluation in cooperation with the Dean.

2. If a Faculty Peer is not available to participate in the evaluation process, a Full-Time Faculty member will be assigned from a related discipline.

   a. A "related discipline" is one in the "Learning and Career Pathways" meta-major groups.
   b. P-T faculty shall have the right to disagree with a related discipline faculty assignment by notifying the Dean, the MPFA President, and the Academic Senate President by email within 2 weeks of being notified of their evaluator.
   c. In the event of such a disagreement, it shall be resolved in a meeting of the evaluatee, the MPFA President (or designee) and the Academic Senate President (or designee).

3. If neither a Faculty Peer nor a Full-Time faculty in a related discipline is available, the Dean or an academic administrator assigned by the dean will conduct the evaluation.

4. When an Instructor teaches at more than one college location, only one administrator and/or Faculty Peer, or faculty in a related discipline will be assigned and only one evaluation done.

5. Whenever an evaluation is conducted by someone other than a Faculty Peer, the Dean will forward the evaluation documents to the Academic Senate for peer review.

B. Part-Time Counselors:

The Dean of Counseling and Retention 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 may be added to the team or replace the Dean of Counseling and Retention.

C. Part-Time Librarians:

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 31st and evaluations conducted in the Spring Semester will be completed by June 30th.

13.06 Evaluatee

A. The Evaluatee will be responsible to email and other communications, including requests to schedule meetings throughout the process outlined in this Article.

B. The Evaluatee will provide documents as required in this Article.

13.07 Process

I. Face to Face Process

A. Prior to a classroom visit, the Evaluator, in consultation with the evaluatee, will select one class taught by the Instructor to be visited and schedule the classroom visit, and at least two weeks prior to the visit, provide the instructor with the following:

1. The date of the classroom visit (not prior to Census date)
2. A copy of Self-Assessment (Form B) to be completed and returned to the Evaluator by the classroom visit.
3. A request that a copy of the syllabus, sample tests and supplementary instructional materials be presented to the Evaluator at the time of the classroom visit.

B. If the evaluatee utilizes Canvas in their course to be evaluated, the evaluator will arrange Canvas access with the DE Coordinator for the week of the scheduled classroom visit.

C. During the classroom visit, the Evaluator 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.

D. Following the classroom visit, the Evaluator will:

1. Review the completed Self-Assessment (Form B), referring to any recommendations from the prior evaluation.
2. Review the course syllabus, sample tests, Canvas materials (if used) and supplementary instructional materials received, comparing them to the content and requirements of the official course outline of record.
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; attach the Self-Assessment and a summary of the student evaluation results, including student comments.

II. Online Process

A. Prior to reviewing a Canvas course, the Evaluator, in consultation with the evaluatee, will select one class taught by the Instructor to be visited, agree to the materials to be reviewed, and schedule the two-week Canvas access. The Evaluator will refer to the "Online Instruction Evaluation Guide" for direction in evaluating the course.

1. Communicate the course to be evaluated to the Instruction Office to arrange access and addition of the Student Evaluation form to the Canvas shell.
2. Arrange a "tour" of the course with the evaluatee (subject to agreement and prior to the evaluation), which will not count as part of the evaluation.

B. At least two weeks prior to the Canvas access, provide the instructor with the following:
1. The dates of the Canvas access (not prior to Census date).
2. A copy of Self-Assessment (Form B) to be completed and returned to the Evaluator prior to the week of access.
3. A request that a physical copy of the syllabus be sent to the Evaluator prior to the week of access.

C. During the weeks of Canvas access, the Evaluator will:
1. Review the agreed-upon Canvas materials with the intent of completing the Evaluation Summary (Form A).
2. Review the course syllabus, instructor feedback to students, tests/quizzes, and supplementary instructional materials available, comparing them to the content and requirements of the official course outline of record.

D. Following the weeks of Canvas access, the Evaluator will:
1. Review the completed Self-Assessment (Form B), referring to any recommendations from the prior evaluation.

2. Receive from the Instruction Office a summary of the student evaluation results and comments (which may not be used as the sole basis for dismissal).
3. Complete Evaluation Summary (Form A) which is to be signed by the Evaluator, attach the Self-Assessment and a summary of the student evaluation results, including student comments.

E. In an online lab setting where zero students drop in during the agreed upon evaluation time, there will be the option of rescheduling the date and time and/or using a previous or future recorded meeting with students for their evaluation.

III. <u>All Teaching Assignments</u>

A. As indicated in the Instructional Faculty Evaluation Guide, student comments will be used with caution. Individual student comments should not be emphasized if they are isolated; the evaluator will look for contextualizing pieces of evidence.

B. If a rating of "B-Needs Improvement" is given, "Re-evaluate during next Mendocino College teaching assignment" will be checked unless a correction can be readily made (e.g. updating syllabus or other minor changes). In this case, the needed corrections will be specified and a due date for documentation of the correction will be established.

C. If a rating of "Unsatisfactory" is given, the evaluator may recommend re- evaluation or no further assignment. As indicated in 13.03.d., the instructor may request a meeting with the supervising Dean.

D. When an instructor teaches in more than one discipline, a rating of "B-Needs Improvement" will only apply to and impact assignments associated with the discipline being evaluated. A rating of "Unsatisfactory" may apply to any assignment if the deficiencies noted are not associated with the delivery of the specific content in the discipline.

E. If requested by the Instructor, the Evaluator will conduct a post-evaluation conference with the evaluatee to discuss the results. (Other conferences may also be arranged as necessary to complete the evaluation process.)

F. If the final recommendation is "Re-evaluate during next Mendocino College teaching assignment," the evaluator will conduct a post-evaluation conference with the evaluatee to review needed improvements and provide a written corrective action plan.

G. Forward the completed evaluation documents to the Instructor for review, comment, and signature (per 13.03. B.)

H. If evaluation does not occur in the scheduled semester due to unforeseen circumstances or due to evaluator timeline; evaluation of the instructor will occur during the next scheduled semester, regardless of course assignment.

I. Forward the signed evaluation documents to the Dean, who will then forward them to the President of the Academic Senate for review if the evaluation was conducted by a non-Peer.

J. The Dean will forward the completed and signed evaluation documents to the Vice-President of Academic Affairs once the prior process is complete.

K. The Vice-President of Academic Affairs will:
   1. Review and sign the evaluation documents.
   2. Forward the signed evaluation documents to Human Resources for inclusion in the instructor's personnel file.

(Revised: 5/2025)

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: A “grievant” may be a member, group of members, or the Association 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 and classes are in session.

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 responsible Dean; it is not to be the full-time faculty mentor/evaluator.

14.02 Time Limits:

14.02.01 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 their 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 their 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 I with the immediate supervisor shall not be processed by the District.

14.04 Procedural Steps:

The Association and the District encourage the parties to a potential grievance to resolve their differences informally before entering the formal Levels of this procedure

A. Informal Resolution

1. Within twenty (20) days of the time an employee knew or should have known of the occurrence of an alleged grievance, the employee shall notify by email, the immediate supervisor or designee of the alleged grievance. Regardless of the date of discovery, however, a notice shall not be timely if it is filed more than one year after the circumstance or action giving rise to the grievance.

2. The immediate supervisor or designee will have a 10-day period from the date of notification in which to communicate with the grievant in an effort to resolve the situation informally.

B. Level I – Direct Supervisor

1. If a satisfactory resolution is not reached within the 10 day period allowed for informal discussion, the grievant shall present, by the end of the fifth day after the 10-day discussion period, on the "Statement of Grievance Form", attached hereto as Exhibit 1, the Grievance via email to the supervisor, or designee.

2. The supervisor, or designee, shall communicate the decision to the employee by email within five (5) 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.

C. Level II **–** Next Level Manager

1. 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.

2. 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.

3. The next higher manager, or designee, shall communicate the decision to the grievant by email 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.

D. Level III – Superintendent/President

1. If the grievant is not satisfied with the decision of Level II, they may appeal the decision by email within five (5) days to the Superintendent/President, or designee.

2. The appeal shall include a copy of the original grievance and appeal with the decisions rendered, and the reasons of the appeal.

3. The Superintendent/President, or designee, shall communicate the decision by email 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.

Mediation 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, take the grievance to the Association within five (5) days. The Association may, within ten (10) days, appeal the Superintendent's decision to the next appropriate level.

E. Level IV – Mediation

1. 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 III, the grievance shall be referred to grievance mediation.

2. 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.

a. The conciliator/mediator'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.
b. Other expenses shall be borne by the parties incurring them.
c. Neither party shall be responsible for the expense of witnesses called by the other.

3. 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.

4. 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.

5. In the event that the grievant, the Association and the Superintendent/President or their 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 IV and the grievance may proceed to Level V.

F. Level V - Advisory Arbitration

1. 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.

2. 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.

3. 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.

4. It shall be the function of the arbitrator, and they are so empowered except as their 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.

G. 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 their full legal remedies including recourse to court action.

(Revised: 6/2024)

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 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

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 20th 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 whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried, or appealed.

(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, they 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. One member who serves on the Facilities/Safety Committee, $700/semester
l. 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 exception of the Planning and Budget 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, they 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, they 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 for 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 Step Placement and Advancement

a. MLCCD shall consider previous teaching history at institutes of higher education (or the equivalent) for initial step placement of new members.

1. Every five (5) semesters of teaching experience shall be considered per step of initial placement.

2. Initial placement shall be no higher than step three (3).

3. Five (5) semesters or fewer will result in placement at step one (1); 6-10 semesters will result in placement at step two (2); more than 10 semesters will result in placement at step three (3). After initial placement, step advancement is subject to teaching experience with the District only.

b. For every 5 semesters of service with the District provided by unit members step advancement on the salary schedule shall occur upon the next teaching assignment. Step placement shall not exceed Step 5 (reflective of more than 21 semesters)

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. $60,000 will be designated for office hours, $30,000 for the Fall Semester and $30,000 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. If funds are underutilized in the Fall Semester, they may roll to the Spring Semester of the same fiscal year.

   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 24 hours per semester (20% load), or 12 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: $30 per hour, ($720) 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%: $30 per hour, ($360) 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, unless the instructor's teaching load is 100% online, in which case the instructor can hold office hours via Zoom. Any variation of these requirements needs to be mutually agreed upon by the faculty member and the responsible Dean. This agreement does not commit the District to provide additional office space or equipment.

16.11 Mileage Reimbursement

Mileage shall be paid based on the standard rate established by the Internal Revenue Code under the following conditions:

Travel to a non-center learning site (such as Covelo or associated high school sites) which is located greater than 15 miles from the closest center shall be eligible for round trip mileage reimbursement from either the closest center/campus or the part-time faculty's home address; whichever is less.

16.12 Unit members evaluated pursuant to Article 13 shall be compensated $60 upon completing their portions of the evaluation.

In the event the evaluation is not completed by the District or Evaluator, the unit member will be paid for their completed portions of the evaluation if they have been submitted according to the schedule agreed upon for the evaluation.

16.13 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.

16.14 $27,000 will be budgeted annually to pay part-time instructors a stipend of $300 per semester when they teach a newly assigned course, or are required by the department, the District, or State of California to implement significant changes to an existing course for which they are not otherwise compensated.

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 responsible Dean.

Requests for new courses taught in Fall shall be submitted no later than September 30. Requests for new courses taught in Spring shall be submitted no later than February 28.

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

16.16 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.

16.17 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.

16.18 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.

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

16.20 The basic non-instructional rate is $56.55 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

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

16.22 The Part-Time Faculty Stipend Salary Schedule is attached as Exhibit 5A. When the Part-Time Faculty Salary Schedule is adjusted, these stipends will adjust by the same percent.

16.22.1 <u>Stipend-Head Coach</u>

Head Coaches will receive a stipend annually for performing the duties listed below, which are above and beyond instructional time. The recruitment portion stipend will be paid in 12 equal installments, throughout the school year. The coaching portion will be paid in 4 equal installments within the period of the season.

Payment of the coaching portion of the stipend is contingent upon an active season.

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

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

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

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

16.22.2 Stipend – Assistant Coach

Assistant Coaches will receive a stipend annually for working with the Head Coach in performing those duties listed in 16.21.1, under the direction of the Head Coach. Assistant Coaches will receive compensation in 4 equal installments within the period of the season.

16.22.3 Stipend-Theatre Arts & Dance

Theatre Arts and Dance faculty who direct and/or produce a production will receive a stipend per semester for the duties listed below, which are above and beyond instructional time, if the production is offered for credit and scheduled for ten (10) weeks or longer. Productions that are scheduled for less than ten (10) weeks will be paid on a prorated basis. Productions are defined as the period starting with auditions and ending with the final performance and/or striking of the set.

Responsibilities

Casting
Technical production coordination
Box office management
Publicity
Budget management

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

16.22.4 Stipend- Music

Music faculty who direct a large musical ensemble (Masterworks Chorale and Symphonic Band) will receive a stipend per semester for the duties listed below, which are above and beyond instructional time, if the production is offered for credit, is scheduled for ten (10) weeks or longer, and the faculty member isn't paid by an outside organization. Productions that are scheduled for less than ten (10) weeks will be paid on a prorated basis. Productions are defined as the period starting with auditions and ending with the final performance and/or striking of the set.

Responsibilities

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

16.22.5 Stipend-Costumer (Theater Arts not including Dance)

Theatre faculty specializing in costuming will receive a stipend per semester for the duties listed below, which are above and beyond instructional time, if the production is offered for credit, is scheduled for ten (10) weeks or longer, and the faculty member is not paid by an outside organization. Productions that are scheduled for less than ten (10) weeks will be paid on a prorated basis.

Responsibilities

Coordinating with Director to design theatre art performance costumes
Coordinates and executes costume production in collaboration with Director, including working with students in costume production course
Purchases materials and products for costumes

Maintains costume repair and laundering
Works during performances to manage costumes and costume changes

16.22.6 Stipend-Costumer (Dance)

Theatre faculty specializing in costuming will receive a stipend per semester for the duties listed below, which are above and beyond instructional time, if the production is offered for credit is scheduled credit, is scheduled for ten (10 weeks) or longer, and the faculty member is not paid by an outside organization. Productions that are scheduled for less than ten (10) weeks will be paid on a prorated basis.

Responsibilities

Coordinating with Director to design dance performance costumes
Coordinates and executes costume production in collaboration with Director, including working with students in costume production course
Purchases materials and products for costumes
Maintains costume repair and laundering
Works during performances to manage costumes and costume changes

(Revised:5/2025)

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.

17.06 State Disability Insurance (SDI) is a program that is paid through employee-paid payroll deductions and facilitated by the Employment Development Department (EDD). All unit employees covered by this bargaining agreement shall participate in this program.

Upon election of State Disability Insurance (SDI) by the Mendocino Part-Time Faculty Association, the District shall engage with Mendocino County Office of Education to enact payroll and deduction processes for SDI contribution. The deductions shall commence when practicable.

Part-time faculty may apply, when applicable, for California State Disability Insurance (SDI) benefits, a state program that provides short-term wage replacement for individuals who need to take time off work due to illness, injury, pregnancy, childbirth, surgery, or alcohol and drug rehabilitation; or for the benefit of Paid Family Leave (PFL) for the purpose of care of a seriously ill family member (as defined by EDD), to bond with a new child, or other qualified reason.

To access the benefit, Part-Time Faculty members are responsible for applying for SDI/PFL benefits through the California Employment Development Department (EDD) if they experience a qualifying disability or event. Eligibility and benefit amount is determined by EDD.

There shall not be a coordination and/or integration of benefits between SDI/PFL and

District leave, such as paid sick or personal necessity leave.

For more information or to apply, Part-Time Faculty members should visit the EDD website at edd.ca.gov.

(Revised: 5/2025)

ARTICLE 18 - WORKLOAD

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

A. The District shall provide unit members with an individual employment contract each semester which describes the assignment and compensation.

B. Employment contracts shall be subject to and consistent with the provisions of this Agreement.

18.02 Duties

A. Duties of part-time instructors shall include the following:

1. All assigned teaching hours.
2. Evaluation of student performance, including quizzes, comprehensive examinations, term papers, and laboratory experiments.
3. Oversight and organization of instructional resources are applicable.
4. Being available for consultation with students,
5. Staying current with developments in their respective fields.
6. Turning in a syllabus to the Instruction Office by the end of the second week of instruction.

B. Duties of Counseling Part-Time Counseling Faculty shall include the following:

1. Provide direct counseling support to students

2. Stay current with developments in their respective field including relevant data management systems.

3. Review and analyze student files, transcripts, notes, or other relevant information in preparation of student support

4. Prepare and submit timely and accurate notes, education plans, and other required documentation.

5. Collaborate with District to establish service schedule

C. Duties of Part-Time Library Faculty shall include the following:

1. Provide direct library and research support to students, staff, and faculty

2. Stay current with developments in their respective field including relevant data management systems.

3. Prepare and submit timely and accurate reporting where required

4. Collaborate with Head Librarian on Library programming, such as creating displays or social media posts

5. Collaborate with District to establish service schedule

D. Unit members shall ensure reasonable care and protection to College facilities and equipment, including prudent security measures.

E. 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.

F. Unit members shall be responsible to meet and teach each class or provide services within the scheduled assigned time.

G. 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.

H. 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.

I. Instructional Part-Time 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.

J. Part-Time 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 Enrollment Services. Grade reports shall be delivered to the Director of Enrollment Services in order to meet reporting deadlines.

K. Electronic Communication

1. The Mendocino College email system is the official means of communication with unit members about terms and conditions of employment, such as assignments, professional development opportunities, and any changes to District policies.
2. Confidential communications, such as discipline and evaluations, shall be transmitted through confidential means.
3. The District will provide unit members with a Mendocino College email account. The unit member will maintain the account as required to fulfill their duties, as related to their assignment, and respond on a timely basis. An email account is required to conduct college business such as obtaining class rosters, filing census certifications and grade reports, completing counseling assignments, and communicating with students.

L. Unit members shall maintain a California address.

18.03 Curriculum Development

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 and Department Meetings

A. Where possible, staff and department meetings with unit members shall be scheduled seven days in advance, and unit members notified by college email.

B. Once per semester, if a unit member attends a staff or department meeting, they will be compensated one hour at the non-instructional rate for attendance at that

meeting. A form (Exhibit 7) shall be submitted to Human Resources for compensation.

18.05 Committee Participation: All part-time faculty appointments to District committees shall be made by the Academic Senate, and members will be compensated according to Article 16.

A. Exceptions:

1. Union representative to the Planning & Budgeting Committee (PBC) is made by MPFA.

18.06 Emergency Cancellation

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: 5/2025)

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, 2026, through June 30, 2027.

20.02 For intervening years (non-successor contracts), each party reserves the right to reopen negotiations under Article 16 (Salary); Article 17 (Benefits); Article 20 (Duration); and an additional two (2) 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: 5/2025)

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.

EXHIBIT 1

MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT
Statement of Grievance Form

_____

Employee Name Address Telephone Number

_____

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

_____
_____
_____
_____
_____

Date of Receipt: _____ Date of Response: _____
Grievance Resolved: _____ Grievance Denied: _____

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

_____
_____
_____
_____

_____

Date of Receipt: _____ Date of Response: _____
Grievance Resolved: _____ Grievance Denied: _____

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

_____
_____
_____
_____
_____

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

_____
_____
_____
_____
_____

Date of Hearing: _____ Date of Response: _____

Level V: Board of Trustees

_____
_____
_____
_____
_____

Date of Receipt: _____ Date of Meeting/Decision: _____

EXHIBIT 2

MENDOCINO COLLEGE
EVALUATION PROCESS FOR PART-TIME INSTRUCTORS (2022)

Content

Administrative and/or Peer Evaluation and Classroom Visit (Form A)

Self-Assessment (Form B)

Student Evaluation (Form C)

MENDOCINO COLLEGE
INSTRUCTOR EVALUATION
Form A - Evaluation Summary (*Rev. 5/22*)
Link to Instructional Evaluation Guide: Evaluations

Instructor: **Course(s):**

Date:

Evaluators:

For Part Time Faculty (Mark Evaluator Type)

_____ Full Time Faculty Discipline Peer _____ Full Time Faculty (Related Discipline)
_____ Dean

Each evaluation team member is to include a rating, comments and recommendations for the criteria be- low based on course observation, course materials reviewed, student surveys, and information provided in the self-assessment.

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

1. **Teaching Ability** (*mark one*):

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

Comments:

Recommendations:

2. **Course Organization & Materials** (*mark one*):

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

Comments:

Recommendations:

1. **Student-Centered Environment** (*mark one*):

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

Comments:

Recommendations:

2. **Professional Responsibilities,** as indicated in Article 7 - see MLCCD/MCFT contract for examples of full time faculty responsibilities OR Article 18 – see MLCCD/MPFA Contract for examples of part time faculty responsibilities (*mark one*):

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

Comments:

Recommendation

RECOMMENDATION:

_____ Continue on regular evaluation schedule
_____ Re-evaluate during next Mendocino College teaching assignment
_____ Corrective Action Plan assigned (see below)
_____ Other (explain):

Corrective action plan (include deadline):

CERTIFICATION OF COMPLETION:

_____ _____
FT Faculty Evaluator Date

_____ _____
Administrative Evaluator Date

Academic Senate President (if non-Peer Evaluator)	Date
Dean	Date

Faculty signature indicates awareness of the report only.

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

_____ YES _____ NO

Evaluatee	Date
Vice-President, Academic Affairs	Date

MENDOCINO COLLEGE
INSTRUCTOR EVALUATION
Form B
Self-Assessment (Rev. 5/25)
Link to Instructional Evaluation Guide: Evaluations

Prepare a 1-2 page typed response to the following:

1. Describe the teaching strengths you bring to the classroom. What are you most proud of?

2. Comment on any recommendations made in your previous Mendocino College evaluation.

3. Please describe the professional development and/or self reflection you have undertaken to grow in your understanding of DEIA practices.

   Please describe how your understanding of DEIA practices has impacted your teaching.

4. Describe related professional accomplishments. Comments may include but are not limited to: special assignments completed, performances given, exhibits presented, conferences attended, professional positions held, honors earned, educational materials developed, educational methods improved, flex or in-service activities presented or attended.

STUDENT EVALUATION OF ON-GROUND INSTRUCTOR
(Form C, 2021)

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 space 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.

1. The instructor explains material in ways that are interesting and understandable, relatable, and relevant.
2. The instructor provides opportunities for students to think critically about the material.
3. The instructor is organized, well-prepared and uses class time effectively.
4. The instructor offers well-organized learning activities.
5. The instructor provides feedback that is helpful and improves my understanding of course content.
6. The instructor is available to students outside the classroom; I can get help if I need it.
7. The instructor cares about students, their progress, and their successful course completion.
8. The instructor has created a welcoming and inclusive learning environment and treats students with respect.
9. The lectures, readings, and assignments are connected to each other.
10. The instructional materials (i.e. books, readings, handouts, manuals, software) help to increase my knowledge and skills in the subject matter.
11. The assignments contribute to my knowledge of the course material and understanding of the subject.
12. The expectations for student learning are clearly defined; the grading practices are clearly explained and followed by the instructor.
13. The instructor introduces advanced concepts and/or assignments in a way that makes them understandable.
14. The instructor creates opportunities for meaningful course discussion and/or participation in the classroom.

In the "comments" section, write any suggestions or comments you have for the instructor. All student suggestions and comments remain anonymous but will be shared verbatim and reviewed by the instructor and his or her evaluation team.

STUDENT EVALUATION OF ONLINE INSTRUCTOR
(Form C, 2021)

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 space 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.

1. A syllabus is provided and easily accessible. Course requirements and policies are followed.
2. The instructor provided a clear communication policy. (For example, has the instructor described how they can be contacted? Did the instructor explain a turn-a- round time for student questions?)
3. Links and instructions are included to assist with technical difficulties.
4. Links to readings, instructions, and other materials are made available throughout the course.
5. The instructor explains material in ways that are interesting and understandable, relatable, and relevant.
6. The assignments contribute to my knowledge of the course material and understanding of the subject.
7. The instructor provides feedback that is helpful and improves my understanding of course content.
8. The course is organized in a logical way that supports learning.
9. Students are provided with opportunities to interact with their classmates (such as discussions or group work).
10. The expectations for student learning are clearly defined; the grading practices are clearly explained and followed by the instructor.
11. The instructor cares about students, their progress, and their successful course completion.

In the "comments" section, write any suggestions or comments you have for the instructor. All student suggestions and comments remain anonymous but will be shared verbatim and reviewed by the instructor and his or her evaluation team.

EXHIBIT 3

MENDOCINO COLLEGE
EVALUATION PROCESS FOR PART-TIME COUNSELORS (REV 5/2025)

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

2. 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 they 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-Academic Counseling) will be given to 25-30 students during a two-week period of registration as they leave their counseling appointments.

      Form C (Student Survey-Mental Health Counseling) will be given to students who utilized services with the Evaluatee during a two-week period agreed to by the Evaluatee and the Dean of Counseling and Retention or the appropriate supervisor that maximizes opportunity for student feedback.

   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 their 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 their written comments.

F. Final Steps:

The signed evaluation, including Forms A, B, C and D, and any written attachments, will be forwarded to the Vice-President of Education and Student Services for their 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 (6/22)

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 their 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. Demonstrates equity-mindedness towards students as a counselor.
___ 11. Provides information clearly and makes certain the student understands all important material before leaving the appointment.

In-Person Services Rendered (rate only those that apply)

_____ Abbreviated education plan
_____ Academic renewal or record adjustment
_____ Associate degree requirements
_____ Associate Degree for Transfer (ADT) requirements
_____ Career planning
_____ Certificate requirements

In-Person Services Rendered (rate only those that apply)

_____ Comprehensive education plan
_____ Develop plan to correct problem-dismissal status
_____ Early Alert
_____ Progress report
_____ Referral to appropriate resources/programs
_____ SAP
_____ Semester course selection
_____ TAG
_____ Transcript review
_____ Transfer requirements
_____ Transfer Work Evaluation Request
_____ Other:
_____

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 (REV 5/2025)

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. **Please describe the professional development and/or self reflection you have undertaken to grow in your understanding of DEIA practices.**

8. **Please describe how your understanding of DEIA practices has impacted your counseling practices.**

9. Concerns and Issues

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

Mendocino College
COUNSELOR EVALUATION
FORM C - Student Academic Counseling (REV 5/2025)

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.

My Counselor:	Almost Always	Usually	Seldom	Almost Never
1. Is available during their appointment times and/or office hours.				
2. Assists me in exploring vocational/career options.				
3. Explores alternative academic pathways 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 college and/or community resources 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. Researches accurate information and gives it back to me.				
9. Shows a genuine interest in assisting me.				
	Yes		No	
10. I feel comfortable returning to this counselor.				

Counselor Evaluation:

a. What do you find most helpful?

b. What is one improvement we could make to provide better support for you in the future?

Mendocino College
BEHAVIORAL HEALTH COUNSELOR EVALUATION
FORM C – Student Survey – Mental Health Counseling (REV 5/2025)

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.**

My Counselor:	Almost Always	Usually	Seldom	Almost Never
1. Is available during their scheduled office/drop-in hours.				
2. Is available for scheduled appointments.				
3. Advises me of additional campus resources.				
4. Refers me to community resources for additional information and assistance, if needed.				
5. Helps me in developing a wellness plan in a manner that is consistent with my own objectives.				
6. Provides accurate information.				
7. Shows a genuine interest in assisting me.				
	Yes		No	
8. I feel comfortable returning to this counselor.				

Overall Counselor Evaluation:

a. Which of the following services have you received? Check all that apply.

_____Counseling therapy
_____ Crisis intervention
_____ Connection to other college resources
_____ Connection to community resources
_____ Wellness workshop
_____ Other: _____

b. What do you find most helpful?

c. What is one improvement we could make to provide better support for you in the future?

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 assignment _____

   Other (explain):

CERTIFICATION OF COMPLETION:

_____
Full-Time Counselor Date

_____
Dean of Counseling & Retention Date

_____
(Center Dean – if necessary) Date

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

_____
Counselor evaluatee Date

_____
Vice-President of Student Services Date

EXHIBIT 4

MENDOCINO COLLEGE
EVALUATION PROCESS - HOURLY LIBRARIANS (5/22)

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 31st and evaluations conducted in the Spring Semester will be completed by June 30th.

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 (7/13)

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.	Communicates effectively with patrons, faculty, and staff	( )	( )	( )	( )	( )
2.	Treats all library patrons with respect and patience	( )	( )	( )	( )	( )
3.	Demonstrates understanding of library policies/procedures and equitably applies them	( )	( )	( )	( )	( )
4.	Displays diplomatic and impartial problem-solving methods when facing a problem	( )	( )	( )	( )	( )
5.	Accepts and acts on constructive feedback from Fellow staff members and supervisors	( )	( )	( )	( )	( )
6.	Maintains a positive learning environment in the library	( )	( )	( )	( )	( )
7.	Shows judgement in independent decision-making	( )	( )	( )	( )	( )
8.	Uses time effectively	( )	( )	( )	( )	( )
9.	Provides effective reference assistance to students and faculty	( )	( )	( )	( )	( )
10.	Is knowledgeable about the library's collections	( )	( )	( )	( )	( )
11.	Uses Creativity and imagination in problem-solving	( )	( )	( )	( )	( )
12.	Shows a sense of responsibility in conserving and safeguarding library materials	( )	( )	( )	( )	( )
13.	Attention to detail/accuracy of work	( )	( )	( )	( )	( )
14.	Dependability/attendance	( )	( )	( )	( )	( )
15.	Is collegial and collaborates effectively with other library staff members	( )	( )	( )	( )	( )

COMMENTS:

GOALS:

Mendocino College
EVALUATION OF HOURLY LIBRARIAN
FORM B – Certificate of Completion (7/13)

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 Education and Student Services **Date**

EXHIBIT 5

Fall 2026-Summer 2027
MENDOCINO COLLEGE
PART-TIME FACULTY SALARY SCHEDULE

Step	A	B	C	D	E	F
1	$70.64	$74.19	$77.91	$81.83	$85.91	$90.21
2	$73.82	$77.53	$81.42	$85.48	$89.77	$94.25
3	$77.53	$81.42	$85.48	$89.77	$94.25	$98.96
4	$81.02	$85.06	$89.32	$93.78	$98.47	$103.39
5	$85.06	$89.32	$93.78	$98.47	$103.39	$108.57

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

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 either general or Career Education (CE) instructors
II: Placement of Career Education (CE) instructors

As unit members complete 5 semesters of service with the District, they will qualify for step advancement.

Step 1 – 0-5 Semesters at MLCCD
Step 2 – 6-10 Semesters at MLCCD
Step 3 – 11-15 Semesters at MLCCD
Step 4 – 16-20 Semesters at MLCCD
Step 5 – 21+Semesters

EFFECTIVE: Fall 2026; Approved April 8, 2026

EXHIBIT 5A

Fall 2026- Summer 2027
MENDOCINO COLLEGE
PART-TIME FACULTY STIPEND SALARY SCHEDULE[1]

When the Part-Time Faculty Salary Schedule is adjusted, these stipends will adjust by the same percent.

Head Coach - All Sports – Coaching Season	$10,000 / season
Head Coach - All Sports – Recruitment (12 months)	$400 / month
Head Coach – CCC 2A State Post Season Contests – Per Contest	$414
Assistant Coach – All Sports	$2,962
Assistant Coach – CCC 2A State Post Season Contests – Per Contest	$178
Theatre Arts and Dance [1]	$5,179
Music Ensemble [1]	$2,962
Costumer (Theatre Arts) [1]	$2,962
Costumer (Dance) [1]	$1,422
Non-Instructional Hourly Rate	$57.59

[1] Stipends are paid in equal installments throughout the period of assigned work.

Salary Scheduled Approved April 8, 2026

EXHIBIT 6

Notification of No Assignment
for Next Semester

Date:

To:

At this time, we do not intend to assign a course to you for the _____ Semester for the following reason/s:

- ☐ Course(s) previously assigned is not offered next semester
- ☐ Course is being assigned to a full-time faculty member or more senior part-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 next semester.
- ☐ You are not available when the course is scheduled.
- ☐ The schedule is still in development.

Comments:

Sincerely,

Signature

Title

cc: Personnel File

EXHIBIT 7

Part-time Faculty DepartmentMeeting Attendance Form

Per MPFA CBA Article 18.04, "Once per semester, if a unit member attends a staff or department meeting, they will be compensated one hour at the non-instructional rate for attendance at that meeting. A form (Exhibit 7) shall be submitted to Human Resources for compensation. "

When you submit this form, the owner will be able to see your name and email address.

* Required

1. Your name *

Enter your answer

2. Which department meeting did you attend? *

Enter your answer

3. Date of Department Meeting *

Please input date in format of M/d/yyyy

4. What topics were discussed at the department meeting? *

Enter your answer

5. What impact will the topics discussed have on your work as a Part-time faculty? *

Enter your answer

Submit

This content is created by the owner of the form. The data you submit will be sent to the form owner. Microsoft is not responsible for the privacy or security practices of its customers, including those of this form owner. Never give out yourpassword.

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