Memorandum of Understanding between Palo Verde College District and Palo Verde College California Teachers Association

To Pres. Denise Whittaker and the District Negotiating Team:

On April 25, 2012, the said parties (the Association and the District) came to an Agreement as follows:

I. The Agreement set forth in this document is based on a good faith estimate of the projected unrestricted income of $11,624,814 for the 2012-2013 fiscal year. Any changes that will affect the projected budget must be considered in consultation with the Association. This Agreement shall go into effect if Classified, Classified Management, and Administration agree to generate comparable savings through collective bargaining or meet-and-confer negotiations for 2012-2013.

A. The District and the Association agree to reduce the current projected deficit for 2012-2013 by implementing the following:

1. The District agrees to cover expenses up to $16,000 for the health and welfare package (including medical, mental, dental, vision and life insurance) per full-time faculty member.
    a. If a full-time faculty member chooses the Blue Cross PPO insurance plan, the District shall cover $16,000 of the total expenses for the health and welfare package, and the member shall contribute the difference between the cost of package and $16,000 —prorated to ten deductions.

    b. If a full-time faculty member chooses the HSA insurance plan, the District shall cover up to $16,000 of the total expenses for the health and welfare package, and the member shall contribute the difference between the cost of the package and $16,000 —prorated to ten deductions. A member's contribution and the $16,000 shall include the cost of the total expenses for the health and welfare package and $1,200 (deductible) for a single person or $2,400 (deductible) for family. The deductible in the amount of $600 for single or $1,200 family shall be deposited to the faculty member's saving account July 1, 2012, and $1,200 single or $2,400 family on January 1, 2013.

    c. If a full-time faculty member chooses the Kaiser HMO insurance plan, the District shall cover the total expenses for the health and welfare package.

2. Teaching and nonteaching faculty shall teach or be assigned four (4) CTLCs of overload assignment without extra compensation for the 2012-2013 academic year.
    a. The District shall have a right to assign four CTLCs on top of, or in addition to, the contractual assignment.

    b. To boost FTES and ensure that this plan is a financial success, a conscientious attempt will be made to assign up to 21 CTLCs for Fall semester 2012, providing ample time in Spring to make up the difference, if necessary.

    c. Recognizing that some courses range from 1-5 units, and adding exactly four (4) CTLCs may result in an overload that exceeds the required four CTLCs,

compensation will be made in accordance with the Contract Agreement for units in excess of four CTLCs.

d. If four (4) CTLCs are not an option for faculty members who do not meet minimum qualifications established by the State, non-credit courses may be assigned as an alternative option with the approval of appropriateVice President or Designee and the appropriate division chair.

e. If four (4) CTLCs are not an option due to limited offerings in their FSA, four non-credit courses may be assigned as an alternative option with the approval of appropriateVice President or Designee and the appropriate division chair.

f. Faculty members who are assigned extra duties (division chairs, Academic Senate officers, etc.) over-and-above their contractual load, may apply up to four CTLCs at no additional compensation in lieu of teaching paid overload assignment with the approval of the appropriate Vice President or Designee.

g. If the assigned four (4) CTLCs of overload result in the class being cancelled in the Fall semester, the four (4) CTLCs (or portion thereof) may be offered in a second Fall Session (if offered) to make up the deficiency, or may be transferred to Spring semester in total, not to exceed 21 CTLCs per semester.

h. If the assigned four (4) CTLCs of overload result in a class being cancelled for lack of enrollment in the Spring semester, the four (4) CTLCs may be offered in a second Spring Session (if offered) to make up the deficiency.

i. If a faculty member voluntarily chooses (for personal, professional, or medical reasons) not to participate in this portion of the Agreement, any deficient CTLCs stated in Section 2 of this Agreement shall be deducted tenthly from the faculty member's salary at $900 per CTLC.

j. Other exceptions shall be negotiated between the District and CTA as needed.

k. If the District does not assign four (4) CTLCs of overload assignment, a faculty member is not responsible for the loss the District may accrue.

l. In accordance with the current Contract Agreement, faculty shall have a right to teach up to 46 CTLCs—nine paid CTLCs in excess of contractual obligation and four CTLCs extra assignment—during the 2012-2013 academic year without the approval of Vice President of Instruction.

3. If a faculty member has another health care coverage, she/he may volunteer to opt out from the health insurance provided by Palo Verde College (employer). Shall the faculty member choose to opt out from the health insurance provided by the employer, the District shall pay the member $6,000.
   a. If the faculty member loses medical coverage provided by his/her spouse/partner, the faculty may re-enroll himself/herself and dependents into the medical plan provided by PVC during open enrollment or within 31 calendar days of losing the other medical coverage with the proper documentation.

4. If a faculty member is on 207 or 212-day contract, she/he may volunteer to reduce his/her contract to 186-day contract (deadline extended for faculty to Wednesday, April 25, 2012) assuming it will not affect the operations of the college. Shall the member choose to reduce her/his contract by one month, the mandatory overload assignment stated in Section A2 will not apply to the member, nor will future salary reductions up to 4%.

B. The District shall continue to fully disclose any new unrestricted revenue or adjustments as received during 2012-13.

C. Should there be additional unrestricted revenue for the College in 2012-2013, and barring justifiable unanticipated mandated expenses over-and-above what was budgeted, the District agrees to negotiate in good faith with the Association the elimination of some or all of the reductions in Section A2 above, proportional to the revenue received.

D. If the District sells portions of Certificates of Participation to restructure COP payments, and if the sale generates savings in interest in 2012-2013, then the District agrees to negotiate in good faith with the Association the elimination of some or all of the reductions in Section A2 above, proportional to the savings realized.

E. If the District receives a financial donation to supplement the College's unrestricted revenue, or if such donation frees up budgeted unrestrictive revenue, then the District agrees to negotiate in good faith with the Association the elimination of some or all of the reductions in Section A2 above, proportional to the savings realized.

F. If the apportionment for Palo Verde College is reduced in 2012-13, the District and the Association shall renegotiate the terms of this Agreement.

G. The District and the Association agree that this MOU will expire June 30, 2013. After the expiration date, the terms and conditions of the Association employees will be governed by the contract that is in effect for 2011-2012.

H. The District agrees to rescind all reduction-in-force notices (lay-off notices) for 2012-2013 within five (5) business days after signing this document and upon Board approval.

Palo Verde College District	California Teachers Association
_____	_____
Signature	**Signature**
_____	_____
Date	**Date**