May 30, 2013

Palo Verde College

MEMORANDUM OF UNDERSTANDING

Palo Verde Community College District and
Palo Verde College California Teachers Association

The Association and District recognize that they have a mutual interest in achieving financial stability with regard to State funding, the College's handling of Certificate of Participation (COP) commitments, and remaining in compliance with the "50% Law," throughout the current period of stabilization and in the long term.

In that effort, the Association and District mutually recognize each party's work, concessions, and long-term commitment to financial stability within the District.

Additionally, the Association and District mutually recognize that each party to the Agreement has an ongoing interest, and commitment, in continuing to work for full compliance with the Western Association of Schools and Colleges (WASC) Standards II and III strictures regarding Student Learning Outcomes (SLOs) and evaluation procedures at the earliest possible date in order to maintain the College's current status as a fully-accredited institution subject to no sanctions.

Accordingly, the Association and District agree to the following Contract provisions:

1. The current 2007-2010 Agreement, together with its accompanying MOUs, shall be "rolled over," for a period of three years, from July 1, 2013, to June 30, 2016, subject to the exceptions described below. During that period, each side shall, a) retain its right to three "reopeners," per year, and b) retain its right to reopen negotiations on Article II ("Salary and Benefits") only after mutual agreement by both parties.

2. During this three-year period, the current salary schedule for full, part-time/adjunct faculty, and all non-credit instruction and/or supplementary faculty shall be maintained as currently described, subject to later negotiation in re-openers as specified.

3. The agreement negotiated during the Spring of 2012 that committed full-time faculty to "give back," four (4) CTLCs of load and/or overload compensation shall be suspended altogether for Fall, 2013. The four (4) CTLC "giveback," shall be eliminated altogether at the end of Fall, 2013, provided that no clear, mutually-recognized financial exigency exists that would negatively impact District budget to an extent that required the contemplation of faculty Reductions in Force (RIFs) during the Spring of 2014.

4. In the event that the District reaches a FTES "target," of 1812 in its final accounting for the 2012-2013 academic year during August of 2013, two (2) of the four (4) "giveback," CTLCs earned and contributed by faculty during the 2012-2013 academic year shall be remitted. In the event that the District reaches a FTES target of 1850 during its August accounting, the two remaining CTLCs shall also be remitted. In either case, the full remittance shall by paid as a supplementary check at the earliest opportunity during the Fall of 2013, but no later than Oct. 31, 2013, absent mutual agreement between the Association and the District.

5. The Association and the District mutually agree that the "load," for teaching faculty shall be permanently set at thirty (30) CTLCs effective at the start of the Fall semester, 2013, with overload, summer, intersession, and extra duty/special assignment beyond that base being compensated as per the 2007-2010 Agreement.

6. During the three (3) years of this Contract rollover, any faculty member currently employed on a 207 or 212-day contract may voluntarily opt to reduce their annual commitment to 186 days on a temporary or permanent basis, with concomitant decrease in salary, providing that this option does not significantly affect the operation of an individual Program, student services, or the College's operation as a whole.

7. During the three (3) years of this Contract rollover, any faculty member currently employed on a 207 or 212-day contract opting for temporary or permanent reduction to 186 days, a) shall not be subject to any "mandatory overload without pay," or other "CTLC giveback," provision provided that the reduction in workdays amounts to one month or more, and, b) retains the same right to be considered for "extra duty," and/or supplemental as any faculty member. A faculty member who voluntarily opts to reduce their annual workdays does so in full recognition that this reduction will necessarily affect their State Teachers Retirement System (STRS) calculation.

8. The Association and the District mutually agree to end the current policy of permitting accrued vacation for faculty employed on contracts specifying an annual work-year of equal to or less than 212 days, effective July 1, 2013. All accrued vacation days for faculty subject to this provision must be paid in full, or otherwise fully compensated, no later than July 1, 2014, unless mutually agreed to extend. Any faculty member employed on a non-teaching contract specifying an annual work-year of 220 $^{+/-}$ days (11 month), or 240$^{+/-}$ days (12 month) shall accrue vacation days at a rate of 1.8333 days/month, with said accrual compensated as per current Contract and District policy.

9. The Association and the District mutually agree that all active, full-time faculty obtaining medical, dental vision and life insurance benefits via the District "pool," shall receive a benefit "cap," of $17, 307.64/yr for the three-year period of the Contract "rollover," subject to the requirements described below.

10. For all active, full-time faculty members obtaining medical, dental, vision and life via the District pool, the cap of $17, 307.64/yr. shall be applied to the premium cost of any one of the following: a) the supercomposite premium rate for a faculty member choosing the Kaiser HMO medical insurance specified by Article II of the current Contract, and one each of the dental, vision, and life plans offered via the Riverside Employer-Employee Partnership for Benefits (REEP); or, b) the supercomposite premium rate for a faculty member choosing the Blue Cross PPO/HDHP/HSA medical insurance specified by Article II, and one each of the dental, vision and life plans offered via REEP; or, c) the supercomposite rate for a faculty member choosing the regular Blue Cross PPO specified by Article II, and one each of the dental, vision and life plans offered through REEP.

11. In the event that the cap of $17, 307.64 does not fully cover the cost of a faculty member's chosen medical HMO, or HDHP/HSA medical PPO plus the $1250/2500 deductible, or regular Blue Cross PPO, as well as the chosen dental, vision and life plans, the excess of premium plus deductible (if applicable) over cap/cost shall be paid by the faculty member in a method if their choosing through payroll deduction in the course of their yearly pay schedule.

12. The current "opt-out," program of District health benefits that permits an eligible faculty member or retiree under the SERP program who demonstrates credible and equivalent coverage elsewhere to accept a $6000 payment in lieu of further benefits shall be continued for 2013-2014. For the remaining two years of this Contract rollover, the $6000 opt-out program shall be reconsidered during the open enrollment period, solely in terms of any conflicts that may appear with regard to the Patient Protection and Affordable Care Act (PPACA).

13. Any faculty member who has opted for the opt-out program during the three years of this rollover, but loses the credible and equivalent medical coverage provided by a spouse, domestic partner,

parent, military or other organization outside the May "open enrollment," period may re-enroll in regular District medical benefit plans within 31 days of the loss of coverage, provided only that they provide the District with documentation of the qualifying event. The District and faculty member shall come to mutual agreement regarding premiums and a "pro-rated," return of buyout moneys in such an event.

14. The Association and the District mutually agree to maintain the current special arrangement regarding any faculty member legally barred from accepting a contribution to the HSA "deductible," portion of a HDHP/PPO medical Plan for 2013-2014, and to review this arrangement for subsequent modification in the event of conflict with the PPACA in subsequent years.

15. The language of Article II, Section 2 of the Contract shall be changed renamed "PPO500 and PPO750" to reflect current Plan availability within REEP. The other provisions of the Section are to remain in force as written.

16. In particular regard to the "opt-out," program and "special arrangement," regarding HSA deductible contributions, and also in general, the Association and the District mutually recognize and agree that any and all medical benefits and plans are subject to the provisions and regulations of the PPACA during the three years of this rollover agreement.

17. The Association and the District mutually agree that they share a common interest in meeting Accreditation Standards II and III, and maintaining the College's current excellent standing with regard to Accreditation, with particular regard to a) the integrity of the evaluation process, b) the integrity of the tenure process, c) the requirements of the ACCJC/WASC with regard to Student Learning Outcomes (SLOs.),

18. The Association and District mutually agree immediately to meet, discuss, and sign at the a Memorandum of Understanding specifying that SLOs are made part of a faculty member's responsibilities for the "Self-Disclosure Statement," in the following fashion: a faculty member shall have the responsibility of stating, and if necessary documenting, their participation in the development, discussion, promulgation and assessment of SLOs as an integral part of their individual duties and the general College mission.

19. The Association and the District mutually agree to meet, discuss, and sign at the earliest opportunity during the Fall of 2013 an MOU that: a) outlines a clear schedule for coming into full compliance with ACCJC/WASC Standards II and III; b) establishes at least bi-monthly meetings among CTA, Senate and District for this purpose; c) establishes priorities for developing faculty evaluation forms, improving part-time and adjunct evaluation, revising the "remediation," process, emphasizing the role of Division Chairs in evaluation, bringing the tenure review process into compliance, and integrating the approach to SLOs into evaluation for full and part time faculty; d) establishes faculty evaluation processes and forms applicable to all modes of instructions, and e) establishes student evaluation forms/timelines applicable to all modes of instruction.

20. In particular, the Association and the District agree that the schedule for this compliance shall include: a) revising the part-time/adjunct evaluation process by the end of the Fall semester, 2013; b) revising the full-time evaluation process by the end of Fall, 2014.

21. To facilitate these processes, the Association and the District mutually agree that any and all on-going, unrestricted general fund pass-throughs of COLA, growth moneys, backfill/restoration compensation to the faculty full-time salary schedule, shall be contingent on good-faith work and reasonable progress towards achieving the goals described in the previous paragraph. It is the intent of this aspect of the MOU that both parties shall act in a good faith fashion, and neither shall

arbitrarily, capriciously, or unreasonably delay a resolution of said issues. The two parties agree to reopen on compensation with the aim of providing a proportional faculty share in the improved and ongoing District funding.

22. At the conclusion of the 2013-2014 academic year but no later than April 1, 2014, consistent with the terms in item #23, the Association and the District shall meet, discuss, and sign off on an MOU providing for the fair equitable process for the "right of first refusal" on course assignment for full-time faculty. This MOU shall include provisions that a) establish the priority of full-time faculty to "make load," without undue or unreasonable changes of assignment without a justifiable cause, b) establish the right of FT faculty to no less than one (1) overload class assignment per semester if desired, should such be scheduled by the District, or by exception with consultation with CTA, c) establish the right of long-term, part-time adjuncts (i.e., those with two years or more of continuous service to the District) with satisfactory evaluations, to two course assignments, should such be available after FT faculty have "made load," and one overload class if desired, or by exception with consultation with CTA. It is understood that this MOU shall not be written, nor read, as infringing upon the District's right and Education Code obligation for determining course offerings, course assignment, and evaluation of teaching performance.

23. The signed MOU concerning "right of first refusal," shall go into effect the first semester following the agreement by Association and District that satisfactory and reasonable progress has been made towards resolving the SLO, evaluation, and tenure process issues outlined above.

24. The Association and District agree that it is in the interest of both parties to develop, at the earliest possible date, a template for Program Review and where necessary program termination that establishes up to a three-year process for identification, evaluation, remediation, and (when necessary) closure of any program that is at risk.

25. All other provisions of the 2007-2010 Contract remain in force for the three (3) years of the rollover period, subject only to further negotiations and mutual agreement as specified in the Contract.

SIGNATURES:
Palo Verde Community College District Administrator:

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Signature: Interim Superintendent/President Date

PVC – CTA/CCA

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Signature: CTA President Date