Palo Verde College

PALO VERDE COMMUNITY COLLEGE DISTRICT

CALIFORNIA TEACHERS ASSOCIATION NEGOTIATIONS 2012-2013

Tentative Agreement Between Palo Verde College District and Palo Verde College California Teachers Association

On May 30, 2012, the said parties (the Association and the District) came to an Agreement as follows:

I. Involuntary or voluntary transfer of non-teaching faculty to the classroom to meet 50% law compliance.

A) Up to four counseling faculty and one teaching faculty member have been identified to be assigned to teach full-time for the 2012-13 academic year or until further notice. The transfer of counseling faculty to teaching faculty shall be done based on member's seniority; counseling faculty with lesser seniority are to be transferred first.

1) 186-day contract faculty member(s) shall have 177 specifically assigned full-time instruction days based on the approved Academic Calendar, plus additional nine (9) counseling days paid per diem which shall be for registration and/or counseling related duties.

2) 207-day -day contract faculty member(s) shall have 177 specifically assigned full-time instruction days based on the approved Academic Calendar, plus additional thirty (30) counseling days paid per diem which shall be for registration and/or counseling related duties.

3) 212-day -day contract faculty member(s) shall have 177 specifically assigned full-time instruction days based on the approved Academic Calendar, plus additional thirty-five (35) counseling days paid per diem which shall be for registration and/or counseling related duties.

B) Registration and/or counseling related duties or extra assignments shall be assigned by Vice President of Student Services or designee before or after instructional days stated on the approved Academic Calendar.

C) Should the District transfer a counseling faculty with higher seniority to teaching faculty, the transfer shall be for 2012-2013 academic year to provide retraining opportunity to a counseling faculty with lesser seniority. After one academic year faculty member with higher seniority who was transferred to teaching faculty shall be transferred back to counseling faculty.

II. General Understanding Agreement

A) Non-teaching faculty transferred to the classroom will retain their placement on appropriate salary schedule; i.e. a faculty member who is on 186-day schedule will remain on 186-day schedule after the transfer.

B) The opportunity for overload or extra duties is afforded to all faculty in an equitable manner. An overload assignment for those specified in this agreement cannot be used to replace the instructional and non-instructional days in the individual's work assignment.

C) Counseling faculty who are involuntarily transferred to teaching shall be afforded retraining

consistent with the provisions of Article III, §4 with an attempt to meet college needs. Faculty member to be transferred shall submit a retraining petition to appropriate Vice President or designee and be approved by the Board of Trustees prior to starting his or her retraining.

D) Counseling faculty who are transferred shall undergo the same evaluation process as full-time teaching faculty. Both the Association and District agree that the primary purposes of evaluation are: to enhance faculty performance; to promote excellence by providing positive reinforcement, constructive advice, and specific recommendations for improvement; and to further institutional goals and student learning outcomes.

E) The District agrees that no counseling faculty who is transferred to teaching by this agreement shall lose his or her tenure status, seniority placement, or other rights of continued employment, including, but not limited to, retreat rights and first right of refusal.

F) If desired by the transferee, a mentor shall be assigned to assist in the first-year transition into instruction.

G) No changes to STRS contribution or credit.

H) At the end of each academic year during the life of this agreement, the counseling faculty who are transferred to teaching shall have first right of refusal, according to seniority, to an open position in their previous assignment, if a position is open. If the position is not available, the counseling faculty shall continue the existing assignment for the duration of this agreement.

I) Other exceptions shall be negotiated between the District and the Association as needed.

Palo Verde College District

Denise Whitlatch

Signature

May 31, 2012

Date

California Teachers Association

P. Shibata

Signature

May 31, 2012

Date

Memorandum of Understanding

Between Palo Verde College District and

California Teachers Association, Blythe, California

May 30, 2012, the said parties (the Association and the District) mutually agree on the following Memorandum of Understanding (MOU) concerning medical and other insurance benefits for faculty classified as having End Stage Renal Disease (ESRD) or similar health problems requiring their enrollment in Federal/State Medicaid/Medicare programs that render them ineligible for the "Health Savings Account," portion of the Blue Cross "Lumenos," PPO.

A) 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.

B) As negotiated, all full-time faculty members who enrolls in the Blue Cross "Lumenos," HSA/PPO plan, to be offered as of July 1, 2012, shall have the total amount of the deductible (for a full year, $1200 single/ $2400 family) paid by the District into the specified health Savings Account for purposes of paying the required deductible.

C) A faculty member who chooses the Blue Cross "Lumenos," PPO Plan, but who is ineligible for the $1200/2400 direct contribution to the HSA aspect of the Plan due to their classification as an End Stage Renal Disease (ESRD) or similar patient who is required to be enrolled in Federal/State Medicaid/Medicare programs, is entitled to the same premium support and contribution as any other faculty member.

D) 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 or $2,400 family on January 1, 2013.

E) The faculty member utilizing this option is responsible for paying any and all Federal and State taxes due on the District contribution.

F) The Blue Cross "Lumenos," HSA Plan is open as an option to retired faculty, as an alternative to other Plans described in the Contract.

G) Retired faculty are entitled to the same Plan design options as full-time faculty, the same

Savings Account contributions specified in the Contract or their SERP agreement, and the same $1200/2400 contribution by the District in the event that they are, a) eligible for such a benefit from the District, b) ineligible for the direct HSA contribution due to their having been classified as an End Stage Renal Disease or similar health problem requiring their enrollment in Federal/State Medicaid/Medicare programs.

Palo Verde College District

Signature

May 30, 2012

Date

California Teachers Association

Signature

May 30, 2012

Date

Tentative Agreement

Between Palo Verde College District and

California Teachers Association, Blythe, California

May 30, 2012, the said parties (the Association and the District) mutually agree to extend the current 2011-2012 Agreement for one year, until June 30, 2013, subject to the conditions described below.

A) Both parties recognize that this extension is a one-time response to Palo Verde College's budget constraints for 2011-2012 as driven by the California budget, and not a pattern of any sort for future negotiations concerning salaries, benefits, and working conditions.

B) It is mutually agreed that for one year of this extension, both parties retain their rights to two reopeners per year. The reopeners will affect areas of the contract stated below. Any other aspect of the contract shall remain closed for the length of the Agreement and its extension in the absence of the consent of both parties. All such reopeners are to be resolved via MOU.

1) Article II, Section 1 "Basic Salary Agreement."
2) Vacation days.
3) First right of refusal.
4) SLO evaluations.

C) In the event of a reduction of General Fund unrestricted revenue during 2012-2013 academic year, the District and the Association shall mutually agree to a plan which will generate saving needed for continued operations of Palo Verde College.

Palo Verde College District	California Teachers Association
Signature	Signature
May 30, 2012	May 31, 2012
Date	Date

MEMORANDUM OF UNDERSTANDING
BETWEEN THE PALO VERDE COMMUNITY COLLEGE DISTRICT, CTA, & CSEA
Classified Employees Working Out-of-Class/Temporary 1-Year Voluntary Assignment to meet the 50% Law Compliance for 2012-13

For the 2012-13 academic year, to be in compliance with the 50% Law, it may be necessary to work a qualified classified employee, "out-of-class" through a voluntary or involuntary transfer as a full-time, 177 day, temporary, non-tenure track teaching faculty member. [NOTE: Classified employees currently have the opportunity to teach part time as adjunct in the credit or non-credit program and are not included in this MOU.]

1. **One-Year, Temporary, Full Time, Non-Tenure Track Assignment for the 2012-13 Academic Year**
   It is understood that this assignment is only for the 2012-13 academic calendar (August 13, 2012- June 1, 2013) as a temporary, non-tenure track full time assignment. If the need is justified for a full time faculty position in the discipline or area filled through the temporary transfer, a full search and competitive process will occur in spring, 2013 for the permanent teaching position beginning fall, 2013, for which the classified employee may apply.

2. **Work Year**
   a. The academic work year for a full time faculty member is 177 days, based on the 2012-13 academic calendar, beginning August 13, 2012 and ending June 1, 2013.

   b. A classified employee may only retain his/her regular classified position from July 1 – August 10, 2012, and from June 3 through June 30, 2013.

3. **Qualifications**: The full time classified employee, employee, must:
   a. Meet the minimum qualifications or obtain Equivalency

   b. Be able to teach the face-to-face, on-line, or correspondence education courses as needed as determined by the Division Chair and the Vice President of Instruction

   c. Will be assigned for fall 2012 and spring 2013 as needed to meet the 50% compliance. Exceptions to the fall and spring assignment will be presented to CTA and CSEA if needed to meet the 50% Law ratio.

4. **Compensation as a Full Time Faculty Member:**
   a. Placement on the certificated salary schedule based on the Article 2, Section 2 of the CTA contract.

   b. No Changes in Health Benefits because this is a temporary out-of-class assignment and both CTA and CSEA have the same HSA options and the enrollment period for each has passed.

c. Retirement: An employee who is already in PERS is permitted to maintain their PERS retirement plan, even if teaching.

d. During non-teaching periods of the year as previously specified, the classified employee retains his/her current salary.

5. **Evaluation**
All employees assigned to full or part-time teaching in 2012-13 under this plan will be evaluated in accordance with the provisions of the CTA Contract.

6. **Unit Membership and Conflict Resolution**
   a. The classified member who is working out-of-class, working a partial year as a classified employee, and returning to their full time classified position at the end of this out-of-class assignment, retains their CSEA membership.

   b. A classified employee working temporarily out-of-class in a non-tenure track, full-time teaching position during the academic year (August 13, 2012 – June 1, 2013) will assume all the rights and privileges of a faculty member.

   c. Should a complaint be filed or an issue occur involving the employee during the academic year and be applicable to the teaching assignment, the issue will be resolved relative to the CTA contract and academic teaching standards.

   d. Should a complaint be filed or an issue occur involving the employee during the non-academic year and be applicable to the employee's regular classified position, the issue will be resolved relative to the CSEA contract.

7. **Retreat Rights**
The classified employee has full rights to assume his/her classified position upon completion of the 2012-13 academic year.

Signed:

District Representative:	***Denise Whittaker***	***Date***
CTA Representative:	***Hortensia Rivera***	***Date***
CSEA Representatives:	***Rich Soto***	6/18/12 ***Date***
	Dale Wissman, CSEA Labor Representative	6-18-12 ***Date***

MEMORANDUM OF UNDERSTANDING
BETWEEN THE PALO VERDE COMMUNITY COLLEGE DISTRICT AND CTA

Classified Management/Confidential Employees
Temporary 1-Year Voluntary Teaching Assignment
to Meet the 50% Law Compliance for 2012-13

For the 2012-13 academic year, to be in compliance with the 50% Law, it may be necessary to voluntarily or involuntarily assign a qualified classified manager/confidential employee to a full-time, temporary, non-tenure track, 177 day, as a teaching faculty member. [NOTE: managers/confidential employees currently have the opportunity to teach part time as adjunct in the credit or non-credit program and are not included in this MOU.]

1. **One-Year, Temporary, Full Time, Non-Tenure Track Assignment for the 2012-13 Academic Year:**
   It is understood that this assignment is only for the 2012-13 academic calendar (August 13, 2012- June 1, 2013) as a temporary, non-tenure track full time assignment. If the need is justified for a full time faculty position in the discipline or area filled through the temporary transfer, a full search and competitive process will occur in spring, 2013 for the permanent teaching position beginning fall, 2013, for which the classified/ manager/confidential employee may apply.

2. **Work Year:**
   a. The academic work year for a full time faculty member is 177 days, based on the 2012-13 academic calendar, beginning August 13, 2012 and ending June 1, 2013.

   b. A classified manager/confidential employee may only retain his/her regular classified position from July 1 – August 10, 2012, and from June 3 through June 30, 2013.

3. **Qualifications**: The full time classified manager/confidential employee, must:
   a. Meet the minimum qualifications or obtain Equivalency.

   b. Be able to teach the face-to-face, on-line, or correspondence education courses as needed as determined by the Division Chair and the Vice President of Instruction.

   c. Will be assigned for fall 2012 and spring 2013 as needed to meet the 50% compliance. Exceptions to the fall and spring assignment will be presented to CTA and Classified Management/Confidential employee ~~CSEA~~ if needed to meet the 50% Law ratio.

4. **Compensation as a Full Time Faculty Member:**
   a. Placement on the certificated salary schedule based on the Article 2, Section 2 of the CTA contract.

   b. No Changes in Health Benefits because this is a temporary out-of-class assignment and both CTA and classified manager/confidential employee have the same HSA options and the enrollment period for each has passed.

b. No Changes in Health Benefits because this is a temporary out-of-class assignment and both CTA and classified manager/confidential employee have the same HSA options and the enrollment period for each has passed.

c. Retirement: An employee who is already in PERS is permitted to maintain their PERS retirement plan, even if teaching.

d. During non-teaching periods of the year before or after the academic year begins or ends as previously specified, the classified manager/confidential employee retains his/her current salary.

5. **Evaluation:**
All employees assigned to full or part-time teaching in 2012-13 under this plan will be evaluated in accordance with the provisions of the CTA Contract.

6. **Conflict Resolution:**
   a. A classified manager/confidential employee working temporarily in a non-tenure track, full-time teaching position during the academic year (August 13, 2012 – June 1, 2013), assumes all the rights and privileges of a faculty member.

   b. Should a complaint be filed or an issue occur involving the employee during the academic year and be applicable to the teaching assignment, the issue will be resolved relative to the CTA contract and academic teaching standards.

   c. Should a complaint be filed or an issue occur involving the employee during the non-academic year and be applicable to the employee's regular management or confidential position, the issue will be resolved relative to the policies and procedures for classified managers/confidential employees.

7. **Retreat Rights**
The classified manager/confidential employee has full rights to assume his/her position upon completion of the 2012-13 academic year.

Signed:

District Representative: _____ _____
Denise Whittaker ***Date***

CTA Representative: _____ _____
Hortensia Rivera ***Date***