

**MEMORANDUM OF UNDERSTANDING
BETWEEN
LOS RIOS COMMUNITY COLLEGE DISTRICT
AND
LOS RIOS COLLEGE FEDERATION OF TEACHERS LOCAL 2279
March 30, 2005**

BACKGROUND: The parties have agreed that increasing enrollment during Summer school, (hereinafter referred to as Summer term), not only increases students' access to necessary educational programs, but provides a financial benefit to the District and its employees. However, the parties recognize that the District's PDF support of Summer term instructional costs provides an inherent limitation on the amount of Summer term offerings. In addition, LRCFT has had a long-standing interest in representing Summer term faculty. A transition plan to possibly move summer school to be viewed in a similar fashion as that of spring and fall is also of shared long-term interest. Therefore, this MOU first modifies Article 1, Recognition, to include Summer term faculty (currently excepted from membership in the LRCFT unit). This recognition grants some but not all provisions of the contract to Summer term services. Lastly, it modifies the existing compensation formula to include Summer term salary and benefit costs in the LRCFT Unit's proportionate share calculation thereby providing that future salary and benefit improvements for faculty service performed during the Summer term are borne by LRCFT. It also provides for the cost to grow the District's Summer term to be charged against the 80% of growth revenues in the same manner as growth costs for the Fall and Spring terms with limitations as defined in this agreement. This last modification requires agreement of the other bargaining units in the District for enactment. There are two key components to this agreement as follows:

FINANCIAL CONSIDERATIONS: The following provisions are effective for the contract year 2004-05. They pertain solely to the LRCFT unit's salary and benefits calculations.

Appendix B

Changes below are relative to Appendix B, Salary and Benefits for 2003-04 and 2004-05 as this MOU modifies the 2004-05 salary and benefits calculation. Appendix A is referenced where Appendix B refers to Appendix A for specific direction as to the calculation of the unit's proportionate share and the application of resources.

Appendix A, A.1

Calculation of unit's proportionate share, modify language to include Summer term

- 1) the unit's total salary and benefit cost, including the cost of District contributions towards health coverage for all authorized/filled positions associated with the LRCFT unit, including Summer term positions.

Appendix A, A.2.12, A.2.13

This section currently provides for a split of continuing funds available for salary schedule improvements above 2% or the State COLA, whichever is greater, to meet two objectives of the LRCFT unit: a) improvement of the Lab/Lecture ratio and, b) additional step for Classes I to V. The former has been fully implemented while the latter is only partially implemented. This following language recognizes that (a) has been implemented, modifies the provision for (b) and adds a provision to fund from the unit's proportionate share a portion of the Summer term FTE above the level that is funded as a continuing cost.

A.2.12.1 Sixty percent of the earmarked continuing funds shall be used to fund an additional step for each class (A-175, A-185). *(Current language is forty percent)*

Section A.2.13 is replaced with the following:

A.2.13.1 Forty percent of the earmarked continuing funds shall be used to support Summer instructional costs currently funded as one time only. The amount of FTE, 28.94, is the Summer 2004 utilized level of 122.34 less the FTE currently funded from continuing resources of 93.4. However, in no case will the FTE exceed 3.0 FTE in a given year. In addition, the District will fund an equal amount of continuing FTE from continuing PDF resources in the following year. If 3.0 FTE are funded, the residual 40% will be used toward implementation of A.12 or, if A.12 has been fully implemented, used to support overall salary and benefit improvements for the unit.

Section B.2, Distribution

This section states that Summer term salaries will not be retroactively adjusted and the unit will bear continuing salary schedule improvements for Summer term

B.1.7.1 Should the Summer instructional FTE be lower than the base of 122.34 established in Attachment 1, than the savings would be shared equally between the district and LRCFT not to exceed the amount funded by LRCFT under the provisions of A.2.13.1. Such savings will be regarded as one-time-only funds until the base is fully funded from continuing resources.

B.2.1 Summer term salaries will not be retroactively improved for any continuing or one-time-only salary schedule improvements. Summer term salaries will continue to be paid from the interim salary schedule from the fiscal year preceding the term. For example, the Summer 2005 term is paid from the interim 2004-05 Salary Schedules B. The cost of continuing salary schedule improvements from the prior fiscal year and any advanced improvements from the current fiscal year (Salary Schedules B, Interim) will be included as a continuing cost for Summer term positions from the prior fiscal year's resources. Specifically, for Summer 2005, the continuing funds necessary to support the 2% salary improvement on Salary Schedules B, Interim, are deducted as part of the 2004-05 salaries and benefits calculation.

Attachment 1

The following provision is conditioned upon all units agreeing to share in the costs associated with increased Summer term offerings This provision would be implemented as part of the 2005-06 proportionate share calculation and is distinct from the other provisions of this MOU.

This language recognizes the cost of growth for Summer term instruction against the 80% share of growth revenues. Attachment 1 is common to all bargaining unit agreements.

1.1.1 The actual instructional staffing level for each year shall be determined after the end of the fourth week Spring and shall be based upon the average for the Fall/Spring fourth week instructional FTE level for that year plus the change in FTE for the Summer term above the base level of 122.34. For this provision the Summer term is the term occurring prior to the Fall Term for the fiscal year.

1.1.2 Such costs shall be computed based upon the standard adjunct FTE cost for the fiscal year except the standard adjunct cost for Summer term instruction will not include the Health and Welfare benefit costs.

CONTRACT LANGUAGE:

- Banking (accruing) Type C leave would be allowed. Discussions around Type C leave may occur during our negotiations if we find that we have an interest in limiting faculty members to one Type C leave per x number of years or other options.
- Load balancing would be allowed for specialized situations (i.e. CIS). Summer term assignments should only be used when an instructor cannot meet the 60 hours within regular fall and spring assignments.
- Summer term assignments would provide for additional step movement on Schedule B.
- Disputes arising during the Summer term would be resolved using Article 13. However, conflicts will not be subject to any legal/union challenge beyond the district level.
- Preference guidelines as currently established in the contract would be used for purposes of staffing summer term assignments. However, it is important to note that preference would not be earned (accrued) as a result of summer work.

LOS RIOS COMMUNITY
COLLEGE DISTRICT

LOS RIOS COLLEGE
FEDERATION OF TEACHERS

Jon Sharpe, Deputy Chancellor

Dennis Smith, Lead Negotiator

Ann Aaker, Associate Vice Chancellor
Human Resources

Dean Murakami, LRCFT President

DATE

DATE

Article 31

Summer Term

- 31.1 The parties agree that unless otherwise explicitly stated below, all articles and sections of the Agreement shall apply during the summer term.
- 31.2 The following articles and/or sections will not apply:
 - 31.2.1 Article 2 (Salaries) – Sections 2.2 (Stipends); 2.12 (Adjunct Faculty Office Hours Program)
 - 31.2.2 Article 3 (Fringe Benefits and Retirement) – All sections except 3.9 (Parking)
 - 31.2.3 Article 4 (Workload) – Section 4.7 (Work Week)
 - 31.2.4 Article 8 (Performance Review) – all sections
 - 31.2.5 Article 9 (Leaves with Pay) – Sections 9.13 (Professional Development Leaves, Types A and B); 9.14 (Professional Development Leave, Type C); 9.15 (Professional Development Leave, Type D); 9.16 (Professional Development Leave, Type E); 9.17 (Exchange Teaching); 9.18 (Cancellation of Paid Leaves); 9.19 (Reinstatement Upon Return from Leaves); 9.20 (Failure to Perform); 9.21 (Other Paid Leaves)
 - 31.2.6 Article 11 (Conference and Travel)
 - 31.2.7 Article 13 (Dispute Resolution) – Sections 13.5.3 (Mediation); 13.5.4 (Board of Review); 13.5.5 (Final Level: Board of Trustees)