



MOU Between the
MiraCosta Community College District &
MiraCosta Community College District – Faculty Assembly
22-06

This Memorandum of Understanding (“MOU”) is entered into by and between the MiraCosta Community College District (hereinafter referred to as "District") and the MiraCosta College Faculty Assembly (hereinafter referred to as "Assembly") (hereinafter collectively referred to as the “Parties”), and is expressly made pursuant to the Educational Employment Relations Act and the current Collective Bargaining Agreement (“CBA”).

The District and the Assembly are parties to the Unit Modification Petition (Case No. LA-UM-1023-E) filed by the District (“Pending Petition”). In the Pending Petition, the District sought to remove eight positions (“Faculty Director Positions”) from the Assembly’s bargaining unit (“Unit”).

The Parties have agreed to the following terms as a means to resolve the Pending Petition. Such terms shall become effective upon approval by the Board of Trustees and any other dates as specified.

- (1) **Transition to Faculty Coordinator Positions.** The Faculty Director Positions identified below will be eliminated and replaced with a corresponding Faculty Coordinator Position and Title, or other faculty position, which is identified next to the current Director Position/Title.

Current Faculty Director Position/Title	New Faculty Coordinator Title
Faculty Director of Career Studies & Services (Career Center)	Career Center Faculty Coordinator
Faculty Director of Extended Opportunity Programs & Services (“EOPS”)	EOPS Faculty Coordinator
Faculty Director of Transfer Center	Transfer Center Faculty Coordinator
Faculty Director of Retention Services /Tutoring & Academic Support Center (“TASC”)	Coordinator position to be in effect until June 30, 2023. On July 1, 2023, the incumbent faculty member shall be reassigned to Counseling and/or Project Coordination (Transitions and/or other projects as assigned).
Faculty Director of Student Accessibility Services (“SAS”)	SAS Faculty Coordinator
Faculty Director of Online Education	Online Education Faculty Coordinator
Faculty Director of Math Learning Center	Math Learning Center Faculty Coordinator
Faculty Director of Writing Center	Writing Center Faculty Coordinator

- (2) **Removal of Supervisory and Management Responsibilities.** The District, in consultation with the Faculty Assembly, will determine responsibilities to be excluded from duties of the Faculty Coordinators. The new Coordinator Positions shall not include any supervisory duties as defined by California Government Code 3540.1(m), and that except for the occasional routine and clerical duties, the coordinators shall not be responsible for oversight or supervision of any District employees, or for assigning work to or directing the work of any District employees.

(3) Phased Transition of Standing Reassignments, Lecture Hour Equivalent and Elimination of Responsibility Factor Payment. Effective the 2024/2025 Academic Year, the faculty members in the current Faculty Director Positions will be phased into the Faculty Coordinator positions. The phase out from Faculty Director to Faculty Coordinator will impact the number of assigned contract days per year, amount of reassigned time ("RT"), and elimination of the responsibility factor ("RF") as follows:

POSITION	Terms 2022/2023	Terms 2023/2024	Terms 2024/2025
Career Center Faculty Coordinator	212 Days; 100% RT; 4% RF	203 Days; 80% RT; 2.25% RF *Coordinator will continue as Department Chair with RT per contract as elected chair	195 Days; 80% RT; RF eliminated *Department Chair RT per contract for elected chair
EOPS Faculty Coordinator	195 Days; 100% RT; 4% RF	195 Days; 80% RT; 2.25% RF	195 Days; 80% RT; RF eliminated
Transfer Center Faculty Coordinator	195 Days; 100% RT; 4% RF	195 Days; 80% RT; 2.25% RF	195 Days; 80% RT; RF eliminated
TASC- Relinquish effective July 1, 2023	195 Days; 100% RT; 4% RF	195 Days; 100% Counseling project coordination (Transitions and/or other projects as assigned); 2.25% RF	195 Days; 100% Counseling project coordination (Transitions and/or other projects as assigned); RF eliminated
SAS Faculty Coordinator	203 Days; 100% RT; 4% RF	203 Days; 100% RT; 2.25% RF	195 Days; 100% RT; RF eliminated
Online Education Faculty Coordinator	212 Days; 100% RT; 4% RF	203 Days; 100% RT; 2.25% RF	195 Days; 100% RT; RF eliminated
Math Learning Center Faculty Coordinator	212 Days; 100% RT; 4% RF	195 Days; 80% RT; 2.25% RF	176 Days; 60% RT; 3 LHE Summer RF eliminated
Writing Center Faculty Coordinator	176 Days; Backfill with current faculty at 60% RT; 3 LHE Summer; RF eliminated	176 Days ; 60% RT; 3 LHE Summer	176 Days ; 60% Reassign Load; 3 LHE Summer

(4) Right for Incumbent to Be Assigned to New Coordinator Positions. The faculty members currently employed as Faculty Directors may elect prior to any Academic Year of the phased transition above to decline the new coordinator position and retreat into a full-time teaching or non-instructional position for which they have the necessary Minimum Qualifications and Faculty Service Areas established by the applicable collective bargaining agreement. Absent such a decision by an incumbent to decline the position, the current faculty members shall have the right to be assigned to the new Coordinator positions during the term of this agreement.

(5) Retirement or Rejection of Faculty Coordinator Role. If any faculty members currently employed as Faculty Directors retire prior to the 2024/2025 Academic Year or otherwise declines the Faculty Coordinator Position, the RF will be eliminated for the

successor in the Faculty Coordinator Position and the amount of Reassigned Time will be revisited by the Parties.

- (6) **Reassigned Time for Elected Department Chair.** Any Faculty Coordinator who also serves as an elected Department Chair will receive reassigned time in line with contractual agreement on Department Chair loads.
- (7) **Weekly Student Contact Hours for Counseling Coordinators.** The Faculty Coordinators in Counseling with 80% Reassigned Time will complete five (5) student contact hours per week (counseling appointments, workshops, preparation, institutional service, etc.) on their schedule to meet the remaining 20% load.
- (8) **Good Faith Agreement to Consult on Coordinator Job Descriptions.** The District shall consult in good faith with the Faculty Assembly in the 2023/2024 Academic Year regarding the development of job descriptions consistent with the duties of all of the new Faculty Coordinator Positions. [remainder of sentence deleted]
- (9) **Writing Center Coordinator Hiring Request.** [First part of section deleted]. A hiring request will be submitted through appropriate channels for the new Writing Center Coordinator Position.
- (10) **Execution of Side Letter Agreement.** The Parties agree to execute the Side Letter Agreement amending the current 2022-2025 Collective Bargaining Agreement ("CBA") in order to bring the CBA into accordance with terms (1) through (9) above.
- (11) **Withdrawal of Pending Petition.** Within seven (7) days of the execution of this MOU and the Side Letter Agreement by both Parties, whichever should occur later, the District shall withdraw its Pending Petition before Public Employment Relations Board and effectuate any other actions necessary to complete that withdrawal.

This agreement will become effective upon approval from the Board of Trustees.

Sunita V. Cooke, Ph.D.

Mary Gross, M.S.



Signature
Superintendent/President
MiraCosta Community College District

1/11/23

Date



Signature
President
MCCCD Faculty Assembly

1/11/2023

Date