

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** (“MOU”) is entered into by and between the **SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT** (“District”), the **CUESTA COLLEGE FEDERATION OF TEACHERS, AFT Local 4909** (“Federation”).

TERMS

The District and the Federation have agreed as follows:

This Memorandum of Understanding is by and between the San Luis Obispo County Community College District (sometimes referred to herein as the “District”) and the Cuesta College Federation of Teachers (“CCFT”), AFT Local #4909, and constitutes the entire agreement between the Parties with respect to the implementation of “Dual Enrollment” with Cuesta College courses offered in County high schools for credit. The attached example MOU approved by the Cuesta College Board of Trustees on 1 April 2015 includes language that delineates certain responsibilities that can only be accomplished by Cuesta College Faculty. This MOU seeks to define the role, responsibility and compensation of the College Faculty that choose to be involved in the “Dual Enrollment” program.

Per the initial MOUs already approved by the Board of Trustees (emphasis added):

“SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT will provide training to instructors and staff on the curriculum, lesson preparation, content delivery, and dual enrollment registration procedures. SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT will also establish and assess student learning outcomes for each course and perform course and program improvements as warranted. In addition, SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT will provide evaluation and oversight of all instruction programs to ensure all Title 5 and Education Code requirements are met... ‘

“SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT shall, establish, ensure and maintain control of college level courses offered in its name. The District shall provide an instructor orientation, instructor’s manual, course outlines, curriculum materials and testing and grading procedures as well as other materials/resources as may be applicable.”

“SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT shall maintain the exclusive right to control and direct the instructional activities of any instructor offering college level courses in its name.”

“SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT shall maintain the exclusive discretion to approve or not approve instructors offering courses for dual enrollment in its name.”

“SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT, shall evaluate instruction, such evaluation will be limited to the assessment of student learning outcomes and that offerings maintain collegiate rigor.”

“A list of instructors, their qualification to teach, the courses listed above in Paragraph A, and the description of the evaluation process to be used, will be kept on file in the Human Resources, at SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT.”

“SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT shall ensure that course offerings meet all appropriate State of California Code of Regulations (hereinafter referred to as "Title 5") and State of California Education Code (hereinafter referred to as "Education Code") requirements.”

Subsequent agreements provided by this MOU regarding the implementation of all existing and future Dual Enrollment agreements are as follows:

1. The Cuesta College faculty shall maintain sole control over their curriculum, the materials provided to any dual enrollment high school instructor in their discipline, and the process by which the student learning outcomes are assessed for each course in their discipline.

2. Cuesta College faculty shall approve all high school faculty members that will provide courses within their specific discipline. This Agreement does not include the Exception, Career Planning: Comprehensive PEDS 110 course(s). They will approve the appropriate instructional and assessment materials for courses in their discipline, They will be empowered to determine the rigor of the courses through observation, evaluation, SLO assessment and the success of the students enrolled.

3. Cuesta College faculty members are not required to participate in any aspect of the Dual Enrollment effort. Cuesta College faculty members that choose to participate will be compensated for all aspects of the organization, oversight or outcomes aspect of this program. They will ensure that the material presented and assessments performed mirror the level of rigor of the same disciplinary course provided by Cuesta College faculty.

4. The District will compensate faculty members for contributing to oversight and course effectiveness assessment. Identified lead faculty will be compensated for 5 hours per section automatically, on an hourly basis from the Schedule B-4 step and column of the Temporary, Part-Time & Full-Time Overload Two-Thirds Laboratory/Hourly Faculty Salary Schedule. Any hours exceeding the pre-approved 5 hours per section must be submitted in writing to the appropriate Dean for approval. An email is a sufficient form of the written request. The request should include an estimate (if possible) of how many

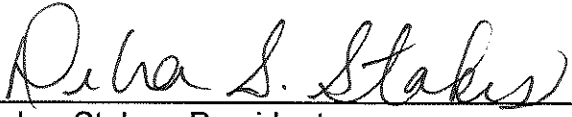
additional hours are needed and what those hours will be spent working on such as, curriculum, site visits, meetings, etc. It is understood that for initial course setup there may be a need for additional hours. A faculty member who uses a personal vehicle for authorized travel shall be reimbursed at the Internal Revenue Service rate and will follow Article 4.15 of the Agreement.

Dual Enrollment Sunset Clause


Given the extensive scope of the new Dual Enrollment program and impact on faculty and bargaining unit work and other terms and conditions of employment, the parties' agreement for this dual enrollment program is limited to a two year trial period, for 2015-2016 and 2016-2017. At the conclusion of that two year trial period, unless extended by the parties, the Dual Enrollment program shall be concluded.

By their signatures below, the signatories certify that they are the authorized representatives of either the District or CCFT. All terms and conditions of this MOU are subject to ratification by the CCFT Executive Board and approval of the San Luis Obispo County Community College District Board of Trustees. This agreement is non-precedential.

ACCEPTED AND AGREED TO:



Debra Stakes, President
CUESTA COLLEGE FEDERATION OF TEACHERS, AFT Local 4909
6/10/2015
Date



Gilbert H. Stork, Ed.D.
Superintendent/President
SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT
6/10/2015
Date