

## 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").

Programs within the Nursing and Allied Health Division, including, but not limited to, EMS, LVN, MAST and PSYT have mandated hourly requirements set forth by their accrediting agency which are non-negotiable. It is difficult to complete the hours required during the typical semester schedule and still allow for semester breaks within the college calendar. The days are long (six- to nine-hour classes) and the adjustment of the weekly schedule to accommodate flex days and holidays makes it difficult to meet the required hours. This form of scheduling is not conducive to effective student learning or teaching in these programs. The programs in the Nursing and Allied Health Division are unique - if hours are missed for holidays, flex, illness or cancelled classes, they must be made up within the semester.

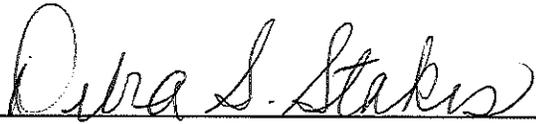
### TERMS

The District and the Federation have agreed as follows:

1. Programs with mandated hourly requirements in Nursing and Allied Health at Cuesta College will initiate and maintain a schedule which allows classes to be held on flex days and/or Cuesta holidays, allowing the mandated hour requirements to be met within a given semester, while providing students and faculty a break between semesters.
2. Scheduling hourly-driven classes on flex days and/or holidays would be implemented by the District only as a last resort, and in consultation with the full-time and part-time faculty teaching within that semester for the benefit of the program.
3. Faculty will be responsible to meet their full flex obligation; 60 hours for full-time faculty and 1.5 hours per student contact hour for part-time faculty.
4. The provisions of this MOU are in effect beginning Fall 2014, and supersede MOU #88 dated January 26, 2009.
5. The terms of the MOU are non-precedential and do not create any historic practice.

By their signatures below, the signatories certify that they are the authorized representatives of either the District or the Federation and that any and all actions necessary for the parties to ratify and accept this MOU as a binding agreement have been completed in the manner required by that party. Upon the affixing of the signatures below, this MOU is entered into without the need for further ratification and acceptance.

**ACCEPTED AND AGREED TO:**



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Debra Stakes, President  
CUESTA COLLEGE FEDERATION OF TEACHERS, AFT Local 4909

10/16/2014

Date



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

10/16/2014

Date