Memorandum of Understanding between  
San Joaquin Delta Community College District and  
San Joaquin Delta College Teachers’ Association

Article XVII

Beginning on July 1, 2009, all counselors shall be scheduled to work the Academic Year defined in Article III. If by December 1, 2010 the District can demonstrate that the Academic Year counselor schedule is significantly more expensive than the previous three tiered schedule (A, Mod A, B) or demonstrate that the Academic Counselor schedule does not address student needs, then the District and the Association may negotiate to establish a modified schedule. During this period of data collection and subsequent negotiations per aforementioned language, the counselors shall remain on the Academic Calendar counselor schedule.

Mutually agreed upon metrics will be developed to evaluate how many and what type of services are provided to students. Representatives from the counseling faculty shall be included in the process of data collection and evaluation. These metrics shall be established no later than September 1, 2009, or shortly thereafter.

Data to substantiate the aforementioned “expense and students served” information shall include but not be limited to:

1. Total instructional and counseling hours and cost, broken down by FT, FT overload and adjunct for August 2009-August 2010. This takes into account the registration periods and the current counselor schedule

2. Total instructional and counseling hours and cost, broken down by FT, FT overload and adjunct for May 2008-May 2009 (data shall be provided to CTA by September 1, 2009, or as soon as thereafter). This takes into account the registration periods and the old counselor schedule

3. Total number of students served and types of services delivered by individual counseling appointments, guidance courses, group advising, workshops, field trips and outreach during August 2009-August 2010.

4. Total number of students served and types of services delivered by individual counseling appointments, guidance courses, group advising, workshops, field trips and outreach during May 2008-May 2009 (data shall be provided to CTA by September 1, 2009, or as soon as thereafter).

5. Changes in service delivery modalities that might affect the number of students served and the cost of service delivery.
If the data are not provided by December 1, 2010 or the data do not show a significant increase in expense or a significant decrease in addressing student needs outlined above, the counselors shall remain on the Academic Year schedule. No further negotiations of the counselors’ schedule shall occur unless Article XVII Workload is reopened during the regular contract sunshine process.

Strike all language pertaining to Category A, Modified Category A and Category B counselor working schedules. Maintain all other counselor contract language.

For the District:

Vince H. Brown
District Chief Negotiator

6/16/09
Date

For the Association:

Jeff Hislop
President SJDECTA

6/16/09
Date

Jon C. Stephens
Vice President of Business Services

6/16/09
Date

Evelyn Chapman
Counselor

6/18/09
Date

Janice Takahashi
Student Success Coordinator

6/17/09
Date

SAN JOAQUIN DELTA COLLEGE

JUN 13 2009

V.P. OF STUDENT SERVICES
ARTICLE XVII - WORKLOAD
17.13.2 Counselors

17.13.2.1 Full time counselors will be on campus in classrooms, field trips, high school and college visitations, student conferences, library, college committee meetings, Academic Senate, in-service development, student activities or their office for minimum of 35 hours during any normal Monday through Friday work week. The non-scheduled hours in excess of 35 scheduled hours will be spent in professional activities necessary to maintain adequate job performance, such as extended day visitations to high schools, extended day college and university visitations, class and small group preparations, extended day staff development programs and university training programs, and necessary late duty day appointments, calls, and consultations.

17.13.2.2 Beginning on July 1, 2009, all counselors shall be scheduled to work the Academic Year defined in Article III. If by December 1, 2010 the District can demonstrate that the Academic Year counselor schedule is significantly more expensive than the previous three tiered schedule (A, Mod A, B) and show data that the Academic Year counselor schedule does not address student needs, then the District and the Association may negotiate to establish a modified schedule. The District and the Association shall develop mutually agreed upon data metrics to evaluate the Academic Year counselor schedule. During this period of data collection and subsequent negotiations, the counselors shall remain on the Academic Year counselor schedule. If the agreed upon data are not provided by December 1, 2010 or the data do not show a significant increase in expense or a significant decrease in addressing student needs per agreed upon metrics, the counselors shall remain on the Academic Year schedule. No further negotiations of the counselors’ schedule shall occur unless Article XVII Workload is reopened during the regular contract sunshine process.

17.13.2.2.1 The current counselor FTE of September 15, 1990 will be maintained. This does not preclude the hiring of additional counselors.
17.13.2.2 The counselor entitlement of September 15, 1990, (10.5 FTE Guidance: 2.0 FTE Disabled; 4.0 FTE EOPS) will not be reduced unless there is a reduction of ten (10) percent or more in enrollment from the base determined by enrollment on the last day of the fall semester, 1990.

17.13.2.3 Counselors will schedule and maintain a minimum of six (6) and a maximum of eight (8) consecutive hours on any given duty day of the normal Monday through Friday work week, except as provided in (9) below.

17.13.2.4 Counselors will stagger their scheduled hours in a manner so that coverage will be maintained during the duty day of the normal Monday through Friday work week in the customary manner.

17.13.2.5 Duties will be added to those duties listed in the document entitled "Your Role as Counselor at San Joaquin Delta College" distributed in September, 1977, only after consultation with the Association.

17.13.2.6 Any administratively-assigned standard professional counseling work during the extended day period may be performed by any qualified faculty member hired for this purpose or any other qualified individual at the hourly rates. Mutual agreements in effect on September 15, 1990 by counselors employed on that date to work extended day periods, may be extended through the term of this contract.

17.13.2.7 By mutual consent, any counselor (full or partial contract) may be assigned duties with the following understanding:

17.13.2.7.1 Assignments will be during the regular 177 ½ day college calendar.

17.13.2.7.2 Assignments may not exceed 35 hours per week.

17.13.2.7.3 Assignments will be developed in accordance with Article XI, Paragraph 13.

17.13.2.8 By mutual consent, any regular counselor may be placed on a contract covering the regular year and extensions to 10 ½, 11, 11 ½, or 12 month contracts. The period in excess of
the regular contract year need not be consecutive to the regular contract period.

17.13.2.9 An involuntary transfer of a counselor will not be made without prior consultation with the Association as outlined in Article XV.