

**ACADEMIC MASTER CONTRACT  
AGREEMENT JULY 1, 2023 TO JUNE 30, 2026**

**SHASTA-TEHAMA-TRINITY JOINT COMMUNITY COLLEGE DISTRICT**

Board Ratified on September 10, 2025

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1 **ARTICLE 1.0 – CONDITIONS OF THE CONTRACT**

2  
3 **1.1 AGREEMENT**

4  
5 The articles and provisions contained herein constitute a bilateral and binding agreement  
6 ("Agreement") by and between the Governing Board of the Shasta-Tehama-Trinity Joint  
7 Community College District ("Board") and the Shasta College Faculty Association/CTA/NEA  
8 ("Association"), an employee organization.  
9

10 **1.2 RECOGNITION**

11  
12 The Board recognizes the Association as the exclusive representative of  
13 of the following academic employees, as defined in Article 5.3:  
14

- 15 • Probationary/Contract Faculty
  - 16 • Tenured/Regular Faculty
  - 17 • Part-time Faculty
  - 18 • Full-time Temporary Faculty
- 19

20 Those not represented include:

- 21
  - 22 • Part-time instructors of Community and Contract Education courses
  - 23 • Presenters of fee-based courses
- 24

25 No unit positions of the Association will be changed during the term of the contract without the  
26 mutual consent of the Association and the Board.  
27

28 **1.3 TERM OF THE CONTRACT**

29  
30 **1.3.1** The parties agree that for the period from July 1, 2023, through June 30, 2026, and  
31 thereafter shall continue in effect until the parties enter into a new agreement.  
32

33 **1.3.2** The provisions of this contract will remain in full force and effect until agreement on a  
34 subsequent contract is reached between the Association and the District or until negotiations on  
35 a subsequent contract are terminated without agreement.  
36

37 **1.3.3 Revision of the Contract**

38  
39 This Agreement may only be amended or supplemented by mutual written agreement of the  
40 parties and duly signed by each. Upon mutual agreement, the parties may amend or modify any  
41 portion of this Agreement.  
42

43 For the 2024-25 and 2025-26 academic years, the parties may reopen negotiations on  
44 compensation and two (2) other articles of the Agreement by giving written notice to the other  
45 party by January 1, 2024, and January 1, 2025, respectively.  
46

47 The parties will reopen negotiations on compensation and a successor agreement by giving  
48 written notice to the other party by January 1, 2026.  
49

1 **1.4 RATIFICATION**

2  
3 The final proposal as agreed upon and signed by negotiators for both parties will be submitted  
4 to the Board for ratification at the next regularly scheduled Board meeting or within thirty (30)  
5 days after signing of the final agreement by negotiators.

6  
7 **1.5 EFFECT OF AGREEMENT**

8  
9 It is understood and agreed that the specific provisions contained in this agreement shall prevail  
10 over District practices and procedures and over state law to the extent permitted by state law.

11  
12 **ARTICLE 2.0 – HOURS OF EMPLOYMENT**

13  
14 **2.1 DEFINITIONS**

15  
16 **2.1.1 Calendar**

17  
18 The calendar is negotiated following the process established in Board Policy and Administrative  
19 Procedure, separate from regular contract negotiations

20  
21 The calendar for the academic year appears under the College Academic Calendars website.  
22 There are 175 instructional days (including eleven (11) flex days) each academic year.  
23 The academic year excludes winter intersession, spring break, and summer periods which  
24 allows part-time bargaining unit members to teach or provide non-instructional services during  
25 these periods without courses/hours during those periods counting toward the 67% limit for fall  
26 and spring semesters. Winter Intersession, spring break, and summer session are defined  
27 below.

28  
29 **2.1.1.1 Winter Intersession**

30  
31 Winter intersession begins the day after the last day of finals for the fall semester and ends the  
32 day before spring classes begin. If a class is scheduled as a winter intersession course, it must  
33 begin on a day after the last day of finals, but it may overlap with the spring semester. No  
34 overlap may be for more than five (5) instructional days. Overlapping winter intersession classes  
35 will be included in the spring schedule of classes, but they must be highlighted as a winter  
36 intersession class and will not count toward the 67% limit for part-time instructors for fall or  
37 spring semesters. Hours worked by part-time non-instructional faculty during this period shall  
38 not count toward the 67% limit for part-time faculty.

39  
40 **2.1.1.2 Spring Break**

41  
42 Spring break begins the day after the last calendared semester day of instruction before the  
43 break and ends the day before the first day instruction resumes after the break. If a class is  
44 scheduled as a spring break intersession course, it must begin on a day after the last day of  
45 semester classes but may overlap with the remainder of the spring semester. No overlap may  
46 be for more than five (5) instructional days. Overlapping spring break classes will be included in  
47 the spring schedule of classes but must be highlighted as a spring break class and will not count  
48 toward the 67% limit for part-time instructors for spring semesters. Hours worked by part-time  
49 non-instructional faculty during this period shall not count toward the 67% limit for part-time  
50 faculty.

1 **2.1.1.3 Summer Session**

2  
3 Summer session begins the day after the last day of finals for the spring semester and ends the  
4 day before fall classes begin. If a class is scheduled as a summer intersession course, it must  
5 begin on a day after the last day of finals but may overlap with the fall semester. No overlap  
6 may be for more than five (5) instructional days. Overlapping summer classes will be included in  
7 the fall schedule of classes, but they must be highlighted as a summer class and will not count  
8 toward the 67% limit for part-time instructors for fall semesters. Hours worked by part-time non-  
9 instructional faculty during this period shall not count toward the 67% limit for part-time faculty.

10  
11 **2.1.2 Consecutive Hours of Employment**

12  
13 This is defined as those hours starting from the beginning of the first class of a given instructor  
14 until the conclusion of their final class on any calendar day.

15  
16 **2.1.3 Days of Employment**

17  
18 The number of days of service for the academic year is 175 days. The number of days of  
19 service for non-instructional bargaining unit members shall be 195 days. There are 175 days of  
20 instruction each academic year.

21  
22 **2.1.4 Contract Year for Full-time Bargaining Unit Members**

23  
24 The contract year for full-time instructional bargaining unit members shall start with the first  
25 instructional duty day on the academic calendar and shall end for each individual bargaining unit  
26 member on the last duty day on the academic calendar, or with the submission of grades and  
27 the permission of the appropriate administrator(s) designated by the Superintendent/President.

28  
29 The contract year for full-time non-instructional bargaining unit members is July 1 through June  
30 30 and consists of 195 days of scheduled duties plus non-classroom responsibilities performed  
31 at the professional discretion of each bargaining unit member. Each non-instructional bargaining  
32 unit member will meet individually with their supervising administrator to mutually agree to a  
33 195-day work year. By mutual agreement, any days between July 1 and June 30 may be  
34 included in the contract year. Full-time non-instructional bargaining unit members shall be  
35 provided a break of four consecutive weeks per calendar year, unless otherwise mutually  
36 agreed. Assignment agreements for full-time non-instructional bargaining unit members must be  
37 made and signed by both parties by February 15 of the preceding year.

38  
39 Full-time non-instructional bargaining unit member longevity will be considered in making  
40 schedule assignments, with senior bargaining unit members having the first choice of work  
41 schedules.

42  
43 Full-time non-instructional bargaining unit members shall have the option of at least a 14  
44 calendar day break between the last instructional day of the fall semester and the first  
45 instructional day of the spring semester. Work assignment agreements shall be provided to the  
46 non-instructional bargaining unit member, supervising administrator, and Human Resources  
47 Office.

48  
49 Attendance at Commencement ceremonies held during a scheduled assignment is required for  
50 all full-time bargaining unit members except when on leave as specified in Article 6 - Leaves  
51 (charged up to 3 hours maximum for absence), or when a unit member has an approved  
52 accommodation on file. The District will provide one-time reimbursement up to \$150 to current  
53 and new full-time bargaining unit members for academic regalia to be worn at Commencement  
54 ceremonies.

1 **2.1.5 Instructional-Related Activities**

2  
3 “Instructional-related activities” must be performed by all full-time instructional bargaining unit  
4 members to fulfill the required 12.5% of their workload beyond 75% for teaching duties and  
5 12.5% for student office hours. Instructional-related activities include, but are not limited to,  
6 participation in the following:  
7

- 8
- 9 • Committee work (ad hoc, standing, governance, and advisory)
  - 10 • Curriculum development and review within established cycles
  - 11 • Program review and annual planning within established cycles
  - 12 • Selection committees
  - 13 • Division and department meetings (see Article 2.2.11)
  - 14 • Student learning outcomes process, with support from the District in the form of time,  
15 training, resources, and opportunities for meaningful discussion related to continuous  
16 quality improvement of programs. (Although participation is required, student outcome  
17 results are not considered in the evaluation process).

18 Participation in these activities is a responsibility shared equally by all instructional bargaining  
19 unit members within a division. The supervising administrator may assign activities to ensure  
20 timely completion of and equitable participation in required activities.  
21

22 **2.1.6 Non-Instructional Faculty Professional Activities**

23  
24 As per Article 2.2.6, full-time non-instructional faculty will complete professional activities that  
25 include but are not limited to the duties listed for instructional faculty in Article 2.1.5 These are  
26 considered a shared responsibility by all full-time instructional and non-instructional faculty.  
27

28 **2.2 TERMS**

29  
30 **2.2.1** The intent of this Article is to include full-time tenured, probationary, and full-time  
31 temporary bargaining unit members.  
32

33 **2.2.2** The normal College business hours are 8 a.m. to 5 p.m., Monday through Friday.  
34 Selected educational programs and services are offered, however, from 5 p.m. to 11 p.m. both  
35 on and off campus, as well as on the weekend.  
36

37 **2.2.3** Bargaining unit members whose duties are classroom instruction shall be on duty on  
38 a College campus daily/weekly as much as is required to fulfill their teaching, student office  
39 hours, committee work, departmental professional functions, and other professional obligations.  
40 If a bargaining unit member is on an approved reduced workload, their instructional-related  
41 duties will be reduced at a percentage proportionate to their workload release. It is understood  
42 that instructional related activities may require additional hours off-campus to be performed at  
43 the discretion of the bargaining unit member.  
44

45 **2.2.4** Instructional activities shall be scheduled by each bargaining unit member as often  
46 as is required to be effective at their assignment.  
47

48 **2.2.5** A schedule including the bargaining unit member's approved class schedule and  
49 providing for at least five (5) instructional hours (250 minutes) for student conferences per week  
50 shall be prepared by the bargaining unit member and submitted in writing to their supervising  
51 administrator, and the Vice President of Instruction. The division office shall post a schedule of  
52 office hours on bargaining unit members' office doors by the end of the first week of scheduled  
53 classes in each semester. Student office hour periods shall be for a minimum of 30 minutes and

1 shall be scheduled in a manner to best meet the needs of the students. Any instructor with a  
2 scheduled in-person class (including a hybrid class with in-person hours) must have at least one  
3 in-person office hour.  
4

5 Full-time nursing faculty may complete some or all of their required student conference hours  
6 per week by way of student conferencing in the clinical setting. However, they must have  
7 regular office hours available and posted for students.  
8

9 When possible, student office hours shall be immediately before or after class. Bargaining unit  
10 members shall remain in their offices during the scheduled student office hours unless another  
11 arrangement has been approved in advance, and in writing, by the appropriate supervising  
12 administrator. Online and hybrid courses may include office hours at an alternative location,  
13 including via online communication technologies, provided they are regularly scheduled and  
14 clearly communicated with the supervising administrator and students.  
15

16 **2.2.6** Full-time non-instructional faculty shall be scheduled duties for an average of thirty-  
17 five (35) hours per week during the contract year. Professional non-classroom responsibilities  
18 may require a minimum of five (5) additional hours either on or off-campus for non-classroom-  
19 related activities to be performed at the professional discretion of the bargaining unit member,  
20 without additional compensation. Non-instructional faculty professional activities cited in  
21 Article 2.1.6 are to be scheduled during the 35-hour work week for full-time non-instructional  
22 faculty. Any bargaining unit member whose assignment encompasses both classroom teaching  
23 and non-classroom duties will be assigned in accordance with the District Faculty Load  
24 Calculations.  
25

26 **2.2.6.1** Full-time non-instructional faculty shall be entitled to one (1) hour of preparation time  
27 for each contracted day of service per contract year. The District may, at its option, schedule  
28 one-half (1/2) hour of preparation time for up to forty-five (45) workdays per contract year and  
29 no more than two (2) hours of preparation on any one day at other times. Preparation time shall  
30 be on-campus duty time. For counselors, time not scheduled for counseling appointments,  
31 preparation, meetings, or other appropriate purposes shall be available for drop-in counseling.  
32

33 **2.2.6.2** Full-time non-instructional faculty may teach courses as part of their regular  
34 assignment or as overload, upon mutual agreement between the faculty member and the  
35 supervising administrator. When teaching as overload, these faculty shall be compensated for  
36 actual hours of instruction using the appropriate part-time, hourly salary schedule. When  
37 teaching as part of load, these faculty shall be released from their regular duties at the rate of  
38 1.5 times the actual hours of instruction per week (e.g., 4.5 hours per week for 3 hours of  
39 weekly instruction).  
40

41 **2.2.7** Bargaining unit members whose first day of paid service was prior to September 1,  
42 1989, will be assigned a major percentage of their instructional load between the hours of 8 a.m.  
43 and 5 p.m., Monday through Friday, whenever possible. If, because of special needs of the  
44 District, it becomes necessary to assign bargaining unit members at other times, such  
45 assignment will be made by mutual agreement between the bargaining unit member and the  
46 supervisor as evidenced by the unit member's signature on an official load report, or, if mutual  
47 agreement cannot be reached, the appropriate vice president will make the assignment only  
48 after documenting all the alternatives considered and justifying the need for the assignment in  
49 writing. All loads so assigned will be considered in the District load policy. No such load will  
50 require daily scheduled classroom instruction spanning more than 7 hours unless (1) specifically  
51 requested in writing by the bargaining unit member and (2) approved in writing by the  
52 appropriate immediate supervisor. The District retains the right of assignment in all teaching  
53 assignments.  
54

1 **2.2.8** Bargaining unit members whose first day of paid service was on or after September  
2 1, 1989, will be assigned an instructional load according to the needs of the District. Such load  
3 may include evening and weekend assignments on- or off-campus. All loads so assigned will be  
4 considered in the District load policy. No scheduled hours for any regular assignment shall  
5 exceed a nine (9) hour span for two consecutive days of instruction or a 12-hour span for one  
6 day unless (1) specifically requested in writing by the bargaining unit member and (2) approved  
7 in writing by the appropriate immediate supervisor.

8  
9 **2.2.9** Whenever an evening assignment is made as part of load, no less than 12  
10 consecutive hours shall elapse between the end of the last assigned class on one day and the  
11 beginning of the first assigned class on the next day unless (1) specifically requested in writing  
12 by the bargaining unit member and (2) approved in writing by the appropriate immediate  
13 supervisor.

14  
15 **2.2.10** For all bargaining unit members, all load assignments will be made in consultation  
16 with the immediate supervisor and approved by the appropriate Vice President.

17  
18 **2.2.11** All bargaining unit members, including those instructing fully online, shall attend  
19 department and division meetings scheduled by their supervising administrator as part of their  
20 professional duties, unless excused in writing and in advance of the meeting. Upon mutual  
21 agreement with the supervisor, unit members may participate in the required activities remotely,  
22 using video and/or audio communication technologies.

## 23 **ARTICLE 3.0 – ASSOCIATION AND MEMBER RIGHTS**

### 24 **3.1 ASSOCIATION RIGHTS**

#### 25 **3.1.1 Access to District Facilities**

26  
27  
28 **3.1.1.1** The Association shall have access to faculty offices and other non-teaching areas on  
29 the campus where faculty congregate, subject to reasonable regulation by the District. The  
30 Association may use available institutional facilities for meetings concerned with Association  
31 business covered by the Educational Employment Relations Act, subject to the reasonable rules  
32 of the District. Association activities will not interfere with the District's operation, classes, or  
33 employees' work activity.

34  
35 **3.1.1.2** The Association shall have access to faculty mailboxes.

36  
37 **3.1.1.3** The Association may use the school mailboxes and bulletin board spaces  
38 designated by the Superintendent/President subject to the following conditions:

- 39  
40  
41  
42 A. The District will identify bulletin board space for use by the Association;
- 43  
44 B. All postings for bulletin boards or items for school mailboxes must contain the date of  
45 posting or distribution and the identification of the organization together with a  
46 designated authorization by an authorized Association officer;
- 47  
48 C. A copy of such postings or distributions must be delivered to the  
49 Superintendent/President or designee at the same time as posting or distribution; and
- 50  
51 D. The Association will not post or distribute information which is defamatory of the District  
52 or its personnel or that violates California Education Code Section 7054.
- 53  
54

1 **3.1.2 Release Time for Association Executive Board**

2  
3 The Association Executive Board shall be given 1.10 FTE release time per academic year  
4 based upon the actual hours of instruction/work assignment time for each of the recipients of  
5 said release time.

6  
7 The Association shall notify the District no later than May 15 of the immediately preceding  
8 academic year of the names of the individuals to be granted the release time.

9  
10 **3.1.2.1** In the event that a part-time bargaining unit member is unable to avail themselves of  
11 release time, either because they are a part-time member or cannot be released from their  
12 regular full-time assignments as determined by their direct supervisor, they shall be  
13 compensated \$50 per hour for the associated release time. For the purpose of this article, time  
14 for these members shall be calculated based on a 20-hour week x 17 weeks per term. Thus, a  
15 10% release time equivalent would be 2 hours @ \$50 per hour x 17 weeks for one term, or by  
16 34 weeks for an academic year. These members will be compensated on a monthly basis. This  
17 time will be deducted from the total 1.1 FTE of release time granted to the Association.

18  
19 **3.1.2.2** One designated representative of the Association may be released from duty when  
20 representing a member for attending a grievance conference with management scheduled  
21 during duty time or at any investigatory meeting where a member reasonably believes may lead  
22 to disciplinary action.

23  
24 **3.1.2.3** The District will provide release time from duty for three (3) Association unit  
25 members for the purpose of negotiating and representing the Association when the negotiating  
26 session is scheduled during on-duty time. Every effort shall be made to schedule  
27 negotiations sessions at times that would not require a substitute to be hired. The  
28 Association shall inform the District by October 15 of each academic year which employees are  
29 to be released for the purpose of negotiations.

30  
31 **3.1.2.4** Members serving as an area representative on the Association's Representative  
32 Council may have this activity serve as a committee assignment as described in Article 2.1.5.  
33 Upon the District's request the Association will confirm that the representative is performing all  
34 the duties required for the representative assignment. If the Association cannot confirm, then  
35 the representative's assignment will not be considered an activity described in Article 2.1.5.

36  
37 **3.1.2.5** One designated representative of the Association may be released for one (1) hour  
38 from duty when presenting at new employee orientations for full and part-time employees when  
39 they are scheduled during duty time. "New employee orientation" means the onboarding  
40 process of newly hired faculty employees, whether in person, online, or through other means or  
41 mediums, in which employees are advised of their employment status, rights, benefits, duties  
42 and responsibilities, or any other employment-related matters.

43  
44 The Association shall receive not less than ten (10) calendar days' notice in advance of an  
45 orientation, except that a shorter notice may be provided in a specific instance where there is an  
46 urgent need critical to the District's operations that was not reasonably foreseeable. In the event  
47 the District conducts one-on-one or group orientations with new employees, one (1) Association  
48 representative will have 15 minutes to conduct an orientation to the Association and fifteen (15)  
49 additional minutes to access new faculty.

1 **3.1.3 Contact Information for Members**

2  
3 The District shall provide the Association with contact information for unit members as follows:

4  
5 **3.1.3.1** “Newly hired employee” or “new hire” means any unit member, whether full time, part  
6 time, hired by the District, and who is still employed as of the date of the new employee  
7 orientation.

8  
9 **3.1.3.2** The information will be provided to the Association electronically via a mutually  
10 agreeable secure method within thirty (30) calendar days of hire. This contact information shall  
11 include the following items, with each field in its own column:

12  
13 A. First name

14 B. Middle initial

15 C. Last name

16 D. Suffix (e.g. Jr., III)

17 E. Job title

18 F. Department

19 G. Work location (building/office number)

20 H. Work telephone number/extension

21 I. Mailing address (including city, state, and zip code)

22 J. Home telephone number, with area code (if available)

23 K. Personal cellular telephone number, with area code (if available)

24 L. Personal email address of the employee (if available)

25 M. Hire date. This information shall be provided regardless of whether the newly hired unit  
26 member was previously employed by the District.

27  
28 **3.1.4 Periodic Update of Contact Information**

29 Prior to the last working day of both fall and spring semesters of each academic year, the  
30 District shall provide the Association with a list of all bargaining unit member’s names and the  
31 same information in the same format as above.

32 **3.1.4.1** The Association has the right to meet and agree on the District’s interpretation and/or  
33 application of statutes, laws, regulations, and/or Board policies and work towards resolution,  
34 without putting any member’s employment status in jeopardy.

35  
36 **3.2 MEMBER RIGHTS**

37  
38 Members shall be protected from any direct or indirect discriminatory or retaliation with respect  
39 to hours, wages, terms or conditions of employment, or application of the provisions of the  
40 District/Faculty Association Agreement and/or Board policies and administrative regulations.

1 Retaliation means an adverse action following within a relatively short time of a faculty member  
2 engaging in a protected activity of which the District was aware.

### 3 4 **3.2.1 Academic Freedom**

5  
6 As stated in Board Policy 4030, academic freedom gives faculty the right to distinguish between  
7 personal conviction and professionally accepted views in a discipline and to interpret their fields  
8 and communicate conclusions without interference or penalty. Faculty shall be protected from  
9 censorship or restraint that might interfere with their obligation to pursue truth in the  
10 performance of their teaching and instructional/student support functions. Faculty shall not be  
11 disadvantaged or evaluated on the basis of their views and perspectives.

12  
13 The District will defend and support any faculty member who, while maintaining the high  
14 standards of the profession, finds their academic freedom attacked or curtailed. Academic  
15 decisions should be based solely on intellectual standards that are relevant to the subject matter  
16 under consideration and consistent with the District's mission and core values.

### 17 18 **3.2.2 Right to Representation**

19  
20 Members have a right to request representation from the Association during any investigatory  
21 interview. Any meeting may be an "investigatory interview" provided that the following occurs:

- 22  
23 A. A manager, representative of management, or supervisor is seeking to question the  
24 member.  
25 B. The questioning is part of an investigation into the member's performance or work  
26 conduct. During an investigatory interview, a representative of management may  
27 require the member to defend, explain, or admit misconduct or work performance issues  
28 that may form the basis for discipline or discharge.  
29 C. The member reasonably believes that the investigation may result in discharge,  
30 discipline, demotion, or other adverse consequence to their job status or working  
31 conditions.

32  
33 If it is not clear whether a meeting is investigatory or could lead to discipline, members may still  
34 request representation when there is potential for confrontation, any notices or warnings issued  
35 prior to the meeting, or whether members had been disciplined for similar conduct.

## 36 37 **ARTICLE 4.0 – WORKLOAD**

### 38 39 **4.1 INSTRUCTIONAL BARGAINING UNIT MEMBER LOAD CALCULATION**

40  
41 **4.1.1** The semester load for regular full-time teaching bargaining unit members shall be  
42 100%. A load of 99.00% or greater, but less than 100%, will be rounded up to 100%. A load of  
43 98.99% or less will be recorded as measured according to the computations stated below.

44  
45 The maximum load for part-time bargaining unit members shall be sixty-seven percent  
46 (67.00%).

47  
48 All loads for regular full-time and part-time teaching bargaining unit members will be computed  
49 as follows:

- 50  
51 • Each lecture/discussion hour per week per 18-week semester (540 total annual hours) =  
52  $6 \frac{2}{3}\%$  ( $100\% \div 15 \text{ hrs/week} = 6 \frac{2}{3}\%$ ). Due to the effects of rounding of decimal places  
53 when calculating loads, the following scale and pattern will apply.  
54

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<u>Hrs/Wk</u>	<u>Load Factor</u>
0.5	3.33
1.0	6.67
1.5	10.00
2.0	13.33
2.5	16.67
3.0	20.00
3.5	23.33
4.0	26.67
4.5	30.00
5.0	33.33
5.5	36.67
6.0	40.00

- Each weekly composition lecture hour in C1000, and C1000E per 18-week semester (480 annual) = 7.5% (100% ÷ 13.33 hrs/week = 7.5%).
- Each lab/activity hour per week per 18-week semester (720 annual) = 5.0% (100% ÷ 20 hrs/week = 5.0%)
- Each non-directed lab (nursing) hour per week per 18-week semester (720 annual) = 5.0% (100%÷20.0 hrs/week=5.0%)
- Each non-credit class hour per week per 18-week semester (900 annual) = 4.0% (100% ÷ 25 hrs/week = 4.0%)
- A class size factor will be applied to lecture classes as follows:
  - For class sizes of 51-69, multiply the lecture hour credit by 1.10.
  - For class sizes of 70-89, multiply the lecture hour credit by 1.25.
  - For class sizes of 90 to 119, multiply the lecture hour credit by 1.40.
  - For class sizes of 120 or more, multiply the lecture hour credit by 1.55.
  - Only one large class will be allowed without the recommendation of the supervising administrator and approved by the Vice President of Instruction.
  - The large class size factor will be determined at census.
- A class size factor will be applied to online lecture classes as follows:
  - For class sizes of 41-54, multiply the lecture hour credit by 1.20.
  - For class sizes of 55-69, multiply the lecture hour credit by 1.50.
  - For class sizes of 70-99, multiply the lecture hour credit by 1.80.
  - For class sizes of 100 or more, multiply the lecture hour credit by 2.10.
  - Only one large class will be allowed without the recommendation of the supervising administrator and approved by the Vice President of Instruction.
  - The large class size factor will be determined at census.

For purposes of online classes “merged sections” are to be defined as two or more sections of a course that are hosted in a single LMS shell. For the purposes of load calculation, as specified in the above Article 4.1.1, the enrollment for merged sections shall be counted together and a single load applied to all merged sections combined into the same shell.

Part time bargaining unit members are eligible for class size load factors.

**4.1.2** For the purpose of full time instructional load, the total number of instructional hours in each category (lecture, lab, activity, non-directed lab [nursing], non-credit, or discussion) for a given course will be obtained from the approved course outline of record.

**4.1.3** Courses taught as full-time overload or by part-time instructional bargaining unit members are compensated based on the clock hours for the course. A clock hour is a

1 60-minute time frame, which may begin at any time, e.g., 8:10 (Title 5, Section 58023)  
2 Each clock hour is composed of one 50-minute class hour segment and a 10-minute  
3 segment referred to as "passing time". (See Appendix F for examples)  
4

## 5 **4.2 OVERLOAD ASSIGNMENTS AND LOAD BANK**

6  
7 As a result of load value for different types of courses (lecture/lab/activity) and the varying  
8 number of instructional units and accompanying hours of instruction for different courses, load  
9 assignments in any given semester may be more or less than 100%. In order to balance load  
10 over the academic year, each full-time bargaining unit member will have a load bank.  
11

12 The intent of the load bank is to allow bargaining unit members to manage fluctuations in load  
13 between semesters without a negative impact on service credit for the state retirement system  
14 and to ensure appropriate payment for teaching. The balance shall be reported each semester  
15 on a Faculty Load Form, to be signed by the bargaining unit member and supervising  
16 administrator no later than three weeks after the census date.  
17

18 **4.2.1** Each semester, the load bank balance will be updated by adding the amount of the  
19 member's load percentage minus 100%. A load bank balance credit is the amount by which the  
20 balance exceeds 0%. A load bank balance deficit is the amount by which the balance is less  
21 than 0%.  
22

23 **4.2.2** When a bargaining unit member's load bank balance reaches a positive balance of  
24 20% or greater, the supervising administrator must adjust the member's schedule to eliminate  
25 the balance within two semesters or pay the bargaining unit member at the part-time faculty  
26 lecture hourly rate for the amount of the load credit. When a bargaining unit member's positive  
27 load bank balance reaches 25%, the balance must be paid at the bargaining unit member's  
28 lecture/instructional hourly rate. The District and a bargaining unit member may mutually agree  
29 to pay out a positive load bank of less than 25%.  
30

31 **4.2.3** Whenever a bargaining unit member is underloaded, the District may assign up to  
32 the required average as defined in Article 4 herein; or if the underload is due to insufficient  
33 enrollment, the District may then reassign any full-time bargaining unit member to a course  
34 scheduled to be taught by a part-time faculty member or to another instructional area or division.  
35

36 **4.2.3.1** If the above bargaining unit member cannot qualify for reassignment, the District will  
37 establish a program for retraining which enables such reassignment. The retraining program  
38 may be conducted through the professional growth program, or at the District's discretion,  
39 through the utilization of the special sabbatical leave for retraining as set forth in Article 6.2.2.2.  
40

41 **4.2.3.2** Whenever a bargaining unit member's load bank balance deficit exceeds 20%, the  
42 supervising administrator must adjust the member's schedule to eliminate the deficit within two  
43 semesters. The bargaining unit member and supervising administrator may mutually agree to  
44 extend this timeframe two additional semesters due to the bargaining unit member's need or  
45 due to enrollment and student need. The mutual agreement must be stated in writing. A  
46 bargaining unit member's load bank deficit is capped at 25% and the unit member will only be  
47 required to make up a 25% deficit within the timelines described above. Under no  
48 circumstances will a bargaining unit member be required to make up more than a 25% load  
49 bank deficit. If a bargaining unit member refuses to make up a load deficit within two semesters,  
50 and/or within the agreed extension, in accordance with this Article, the bargaining unit member's  
51 pay may be reduced to correct the load deficit and they will be reported to the state retirement  
52 system with less than a full year of service credit. If the District fails to adjust the bargaining unit  
53 member's schedule to eliminate the deficit within two semesters and/or within the agreed  
54 extension, the negative load balance will be erased.

1 **4.2.4** All bargaining unit member loads and load bank balances must be reported to the  
2 Faculty Association upon request. The Faculty Association may request loads and load bank  
3 balances twice a year, once in fall semester and once in the spring semester.  
4

5 **4.2.5** If a bargaining unit member leaves the Faculty Association bargaining unit, or  
6 separates from the District, any negative load bank balance is erased, and the bargaining unit  
7 member has no obligation to compensate the District based on the negative balance. Any  
8 positive balance will be paid to the bargaining unit member upon separation.  
9

10 **4.2.6** An overload assignment is a separate, voluntary assignment that exceeds a  
11 member's regular full-time assignment and that requires a separate contract. An overload  
12 assignment may be requested by the bargaining unit member or may be assigned by the  
13 District, with the unit member's consent. The member is compensated at the part-time hourly  
14 rate for such assignments. Full-time instructional faculty do not earn flex hours for overload  
15 assignments, even if the instructional hours for the courses are reduced as a result of the  
16 flexible calendar.  
17

18 **4.2.7** If full-time instructional faculty members' regular load consists solely of short-term  
19 courses, they are still responsible for completing the flex requirement defined in article 4.8.  
20

### 21 **4.3 CLASS SIZE**

22

23 Bargaining unit members and supervising administrators shall be responsible for determining  
24 and establishing appropriate class size by mutual consent.  
25

26 **4.3.1** The voluntary consent of the bargaining unit member shall be required to exceed  
27 established class size. Over-enrollment will be facilitated by the bargaining unit member's use of  
28 over-enrollment procedures.  
29

30 **4.3.2** The number of students in laboratory sections shall not exceed the number of  
31 established stations and/or available equipment or teaching aids.  
32

### 33 **4.4 NOTIFICATION OF INSTRUCTIONAL ASSIGNMENT**

34

35 All bargaining unit members shall be notified in writing at least three (3) weeks in advance of the  
36 publishing of the course schedules for the ensuing academic period. Each bargaining unit  
37 member shall meet with their immediate supervisor to modify or otherwise alter their schedule  
38 as necessary and to adopt a mutually acceptable final schedule for that academic period. The  
39 class schedule must be approved by the Vice President of Instruction.  
40

41 The maximum assignment for the part-time instructional bargaining unit members shall be no  
42 more than sixty-seven (67%) of a full-time faculty members assignment (Education Code  
43 Section 87482.5).  
44

45 The District balances part-time instructional assignments, including those for short-term  
46 courses, over the entire semester to maintain compliance with the 67% limit. A short-term  
47 course does not cause part-time instructional bargaining unit members to exceed the 67% limit  
48 when their total semester load remains at or below the 67% limit.  
49

50 **4.4.1** If a bargaining unit member is not satisfied with the proposed schedule or  
51 instructional assignment, the bargaining unit member may appeal the schedule by giving a  
52 written notice of appeal to their division. Such appeal must be filed within five (5) business days  
53 of receipt of the proposed schedule. The appeal shall be on a form agreeable to the District and

1 the Association and shall include the original schedule, the bargaining unit member's requested  
2 schedule, and the bargaining unit member's reasons for requesting a schedule change.  
3

4 **4.4.2** Concurrently with the written notice to the supervising administrator, the bargaining  
5 unit member shall request that the Association appoint a member to a "Schedule Appeal  
6 Committee." This committee shall consist of the member appointed by the Association, a  
7 member appointed by the supervising administrator and a third member selected by the  
8 Association's representative and the District's representative.  
9

10 **4.4.2.1** Within ten (10) business days of receiving the appeal, the Schedule Appeal  
11 Committee shall meet to consider, discuss, and/or investigate the appeal. The committee will  
12 provide a written copy of its conclusions and recommendations to the appealing bargaining unit  
13 member and the supervising administrator. Unless appealed under Article 4.2.6.4, the schedule  
14 recommended by the committee shall be the schedule for the bargaining unit member in the  
15 following academic period. If the Schedule Appeal Committee fails to provide conclusions and  
16 recommendations prior to the publishing date of the course schedules, the appeal proceeds to  
17 the Vice President of Instruction as stated in 4.4.2.2.  
18

19 **4.4.2.2** If either the bargaining unit member or the supervising administrator does not  
20 accept the recommendations of the Schedule Appeal Committee, they may appeal the  
21 proposed schedule to the Vice President of Instruction. The appeal must be submitted in writing  
22 within seven (7) calendar days. The Vice President of Instruction must make the final decision  
23 on the class schedule. If the Vice President of Instruction does not accept the Schedule Appeal  
24 Committee's recommendation, the Vice President will provide written justification for the  
25 necessity for the schedule to the committee within ten (10) business days.  
26

## 27 **4.5 ONLINE COURSE ASSIGNMENTS AND PROFESSIONAL RESPONSIBILITIES**

28

29 Instructional bargaining unit members assigned online courses shall fulfill their professional  
30 responsibilities, such as attending division and department meetings, program review meetings,  
31 scheduled flex days on campus, and participatory governance meetings, and serving on  
32 campus/college committees. Instructional bargaining unit members who do not maintain an  
33 online presence or fulfill their professional responsibilities may have their online load reduced by  
34 their supervising administrator.  
35

## 36 **4.6 FACULTY COORDINATOR PROGRAM**

37

38 The purposes of the Faculty Coordinator Program are to assist the division office and to  
39 coordinate the instructional-related activities, such as part-time hiring and evaluation,  
40 completion of annual plans, program reviews, course reviews, and discussions of department-  
41 specific issues such as department policies and learning outcomes. As noted in the Faculty  
42 Coordinator Position Description,  
43

44 Faculty Coordinators are central to the effective functioning of specific areas within the District.  
45 Faculty Coordinators are faculty who, working under the direction of and in collaboration with  
46 the Supervising Administrator, assist in the coordination of the assigned area, helping to ensure  
47 that the area's programs meet the academic standards of the division, District, and system, and  
48 that they serve the needs of a diverse student population.  
49

50 **4.6.1** Faculty Coordinators: full-time, part-time, retired, or Emeritus Instructional bargaining  
51 unit members may serve as Faculty Coordinators. Retired or Emeritus Instructional bargaining  
52 unit members can only be considered for the position if no full-time bargaining unit members are  
53 interested in the position for that year. Retired or Emeritus bargaining unit members must have  
54 been employed with the District as instructional bargaining unit members within the prior three

1 years to be eligible to serve as a Faculty Coordinator.

2  
3 **4.6.2** Faculty Coordinators are selected at the beginning of each academic year or may be  
4 selected at the end of spring and will begin serving in the upcoming fall for a two-year term. A  
5 unit member may serve as Faculty Coordinator for up to two (2) consecutive, two-year terms  
6 years, after which they must take a minimum one-year hiatus before serving as Faculty  
7 Coordinator again. Exceptions to the hiatus may be made by the Vice President of Instruction  
8 (i.e., based on availability of faculty in the area/discipline).

9  
10 **4.6.3** Faculty Coordinators will be selected using an election process within each division  
11 or area. An election does not need to be held for those who have one year left of a two-year  
12 term. Those considering serving for the first time or a consecutive term must first review with  
13 the Supervising Administrator about the responsibilities of the position. If there is only one  
14 qualified volunteer, they will be selected by the Supervising Administrator. If two or more  
15 qualified bargaining unit members volunteer for the position during the same academic year, a  
16 secret ballot vote shall be held using email or other online surveys to select the Faculty  
17 Coordinator. All division or area full- and part-time division or area members are eligible to vote.  
18 All Faculty Coordinator appointments are subject to review by the Vice President of Instruction.

19  
20 **4.6.4** Faculty Coordinator work assignments will include but not be limited to the duties in  
21 the Faculty Coordinator Job Description (see Appendix E-1). Coordinator assignments may not  
22 overlap with normal instructional-related duties as described in Article 2.1.5. Any disputes  
23 arising relative to workload will be reviewed and settled by the Vice President of Instruction and  
24 the President of the Faculty Association.

25  
26 **4.6.5** The District shall allocate funding for Faculty Coordinators in accordance with Article  
27 7.3. This will be distributed among divisions based on the rubric in Appendix E-2 up to a  
28 maximum of \$7,500 for one coordinator position. The Supervising Administrator, two current  
29 Faculty Coordinators in the division, and one Faculty Association representative will jointly  
30 develop a unique division rubric in order to distribute funds equitably among division  
31 Coordinators. In case of a split vote, or if two current Faculty Coordinators are not willing to  
32 participate in this, the Faculty Association representative and Supervising Administrator will  
33 jointly select a third Coordinator from another division to vote as a tiebreaker. Divisions may  
34 use the negotiated District allocation rubric as a division rubric but may add criteria as  
35 appropriate.

36  
37 **4.6.6** Two or more bargaining unit members may opt to split a Faculty Coordinator  
38 position. This may be done provided both are selected in accordance with 4.6.3.

39  
40 **4.6.7** Faculty Coordinators will submit a log of their activities each term to help with future  
41 determinations about whether duties should be added, assigned differently, or eliminated.  
42 Every three (3) years starting in 2025, either the District or the Faculty Association may request  
43 to negotiate further changes to the Position Description.

44  
45 **4.6.8** Faculty Coordinators will be evaluated annually, as described in the Position  
46 Description, using a tool agreed upon by the District and Faculty Association.

#### 47 **4.7 PART-TIME PARITY**

48  
49 Part-time temporary bargaining unit member parity shall be defined as follows:

50  
51 **4.7.1** Per Article 2.1.5, full-time instructional faculty devote 75% of their workload to  
52 instruction. Part-time parity is based on this calculation.  
53  
54

1 Parity pay rates shall be calculated as follows:  
2

3 Class and step annual rates on the full-time faculty salary schedule will be multiplied by 75%,  
4 which represents the teaching portion of a full-time instructor's workload. The amount arrived at  
5 in this calculation shall be:  
6

- 7 • Divided by 525 hours to determine the hourly rate for lecture classes (15 hours per week  
8 per 17.5-week semester).
- 9
- 10 • Divided by 467 hours to determine the hourly rate for composition lecture ENGL 196,  
11 ENGL 1A, and ENGL 1Ax classes effective with the fall 2007-08 academic year (13.33  
12 hours per week per 17.5-week semester).
- 13
- 14 • Divided by 700 hours to determine the hourly rate for lab/activity classes (20 hours per  
15 week per 17.5-week semester).
- 16
- 17 • Divided by 700 hours to determine the hourly rate for non-directed lab (nursing) classes  
18 (20 hours per week per 17.5-week semester).
- 19
- 20 • Divided by 875 hours to determine the hourly rate for non-credit classes (25 hours per  
21 week per 17.5-week semester).
- 22

23 **4.7.2** Non-Classroom Unit Members: Non-classroom unit members' annual salaries  
24 compensate them for work, 87.5% of which is devoted to scheduled activities and 12.5%  
25 devoted to non-scheduled activities.  
26

27 Parity rates for non-classroom unit members shall be calculated as follows:  
28

29 Class and step annual rates on the full-time faculty salary schedule (175 days) will be multiplied  
30 by 87.5%, which represents the scheduled activities portion of a full-time bargaining unit  
31 members' workload as defined in this Article. The amount arrived in this calculation shall be:  
32 divided by 1,225 hours to determine the hourly rate for non-instructional bargaining unit  
33 members (175 days x 7 hours per day).  
34

#### 35 **4.8 FLEX CALENDAR DAYS** 36

37 "Flex Days" are negotiated days on which full-time instructional bargaining unit members are  
38 released from their assigned instructional duties but are required to perform other professional  
39 development activities for one or more of the following objectives: personal improvement,  
40 student improvement, and instructional improvement. These activities can be: a) selected by  
41 each individual bargaining unit member from a list of pre-approved activities provided by the  
42 District, or b) projects initiated by a bargaining unit member in an effort to enhance teaching  
43 and/or learning and approved in advance by the Supervising Administrator.  
44

45 Full-time instructional bargaining unit members must complete eleven (11) days or sixty-six (66)  
46 hours of flex activities per year: twelve (12) hours to attend two mandatory, scheduled flex days;  
47 eighteen (18) hours (as attested on District's flex hours form) for faculty to collaborate on issues  
48 related to student learning and success; and 36 hours to complete individual flex activities. The  
49 scheduled flex days will appear on the calendar as mandatory flex days, and the other hours will  
50 appear as flex days that are considered "floating," where activities can be completed at any time  
51 between July 1 and June 30 of the academic year.  
52  
53

1 **4.8.1 Mandatory Flex Days**

2  
3 As part of the process of negotiating the academic calendar, the District and Association will  
4 determine the dates of the two mandatory flex days. Mandatory flex day attendance shall not  
5 exceed six (6) hours per day. For any agreed to mandatory flex day, all full-time instructional  
6 bargaining unit members must attend the six (6) hours of each scheduled flex day's activities or  
7 be in an approved leave status. Full-time non-Instructional bargaining unit members are  
8 encouraged to attend mandatory flex days in lieu of their regular assignments, with supervisor  
9 approval.

10  
11 Part-time participation in scheduled flex day activities: Part-time bargaining unit members shall  
12 be encouraged to participate in scheduled flex day activities. Participation in scheduled flex  
13 days will qualify part-time faculty for up to three (3) additional hours per scheduled flex day upon  
14 presentation of verified attendance at activities. Participation in the activities referenced above  
15 shall be voluntary and shall not count toward load credit with regard to Education Code Section  
16 87482.5 (67% Law).

17  
18 **4.8.2 List of District's Pre-Approved Flex Activities**

19  
20 The District will maintain a list of pre-approved activities and post it on the Faculty Excellence  
21 Committee website. The list will provide the bargaining unit member with a broad range of  
22 activities from which to choose in order to satisfy the individual flex activities requirement.

23  
24 Suggested additions to the list can be made at any time, and the Faculty Excellence Committee  
25 will have an opportunity to provide feedback.

26  
27 No activity present on the pre-approved list on the first day of the academic year will be deleted  
28 during the course of that year. The list will be finalized by the Office of Instruction by the end of  
29 each spring term.

30  
31 **4.8.3 Flex Projects Initiated by Bargaining Unit Members**

32  
33 These are personal, student, and/or instructional improvement activities proposed by bargaining  
34 unit member(s) which need previous approval by the Supervising Administrator. The unit  
35 member must request approval in advance of commencing the activity. When a project is  
36 approved, the unit member will submit the Supervising Administrator's written approval with  
37 evidence of completing the flex activity.

38  
39 In the eventuality that the Supervising Administrator denies approval of a flex activity project  
40 presented by a full-time bargaining unit member, the Supervising Administrator will provide  
41 written justifications for the denial. If the member(s) whose project is denied for flex credit is not  
42 satisfied with the reasons provided by the Supervising Administrator, they can request the  
43 Association to appoint a "Proposal Appeal Committee" for review and arbitration, and the  
44 Association will notify the Supervising Administrator and Vice President of Instruction that such  
45 action is taken.

46  
47 Within five (5) working days (defined in accordance with 10.2.3) of the member's request, a  
48 Proposal Appeal Committee will be comprised of three members: a member appointed by the  
49 Association, a member appointed by the Vice President of Instruction, and a third member  
50 selected by the Association's representative and the Vice President of Instruction.

51  
52 Within ten (10) working days of receiving the appeal, the Proposed Appeal Committee shall  
53 meet to review, discuss, and render a decision. They will provide a written copy of their

1 conclusions to the appealing bargaining unit member and the Supervising Administrator. Their  
2 decision will be considered final.

#### 3 4 **4.8.4 Tracking**

5  
6 The District will provide a form on which bargaining unit members will certify completion of flex  
7 activities by June 30 of each year with final signed approval of the Supervising Administrator.  
8 The Office of Instruction will maintain these records for auditing purposes. If any bargaining unit  
9 member does not complete the required flex activities in a given year, the hours below the  
10 required number must be deducted from their accumulated sick leave. If the bargaining unit  
11 member does not have adequate sick leave to account for their required flex hours, the  
12 necessary amount of sick leave shall be deducted in the following fiscal year.

#### 13 14 **4.8.5 Exemptions**

15  
16 Full-time bargaining unit members may be exempt from the 36 hours of individual flex only in  
17 cases where the instructional hours are not reduced as a result of the flexible calendar because  
18 of hours mandated by outside agencies, Such full-time members must be able to provide  
19 documentation of this mandate to the District. All other courses that are part of full-time load are  
20 subject to the flex hours stated in this Article.

21  
22 **4.8.6** Intellectual property with potential commercial value developed by bargaining unit  
23 members as a result of flex activities will be treated in accordance with the stipulations of Article  
24 15 of this contract (Intellectual Property Rights).

### 25 26 **ARTICLE 5.0 – EVALUATION POLICY**

#### 27 28 **5.1 INTRODUCTION**

29  
30 In support of Shasta College’s commitment to excellence in education, the District and faculty  
31 view the evaluation process as an integral component to the continuous improvement of its  
32 instructional and student services programs and services. The primary reason for evaluating  
33 faculty bargaining unit members is to maintain a high level of professional competence. The  
34 District is a collaborative and inclusive organization that strives for equity and equal opportunity,  
35 and all of those involved with the evaluation process are responsible for helping to ensure that  
36 we continually improve the educational experience and outcomes of the District’s diverse  
37 student population.

38  
39 Students can expect to work with faculty who are committed to continuous improvement and  
40 who are supported in their efforts to improve. Through the evaluation process, bargaining unit  
41 members can expect to receive feedback on where they are having success and where they  
42 can improve. Faculty are at the heart of the student experience. It is through their ideas and  
43 collegial involvement that instructional and supporting programs are developed, delivered, and  
44 improved. Excellence at Shasta College is therefore dependent upon the quality of the faculty  
45 and upon their continued improvement.

46  
47 Though evaluation is inherently a summative process, it should be viewed primarily as a  
48 process that provides meaningful and constructive feedback for improvement. Evaluations will  
49 be conducted in a spirit of constructively critical observation, mutual respect, and goodwill.  
50 Before the evaluation process begins, the evaluator(s) shall make the assumptions noted below:

1 The bargaining unit member being evaluated:  
2

- 3 A. Is a professional and will be treated with all the dignity implied in professionalism and  
4 with respect to the tenets of Academic Freedom;  
5 B. Has the capacity to correct any deficiencies which might be recognized;  
6 C. Is committed to improvement as an ongoing process.  
7

8 In compliance with Title 5, Section 53602, all evaluations will include consideration of an  
9 employee's demonstrated proficiency or progress toward proficiency in diversity, equity,  
10 inclusion, and accessibility (DEIA)-related competencies that support work with diverse  
11 communities.  
12

## 13 **5.2 PROCEDURAL RIGHTS**

14  
15 A bargaining unit member shall be entitled to the following procedural rights as part of any  
16 evaluation:  
17

- 18 • Signed copies of all Summary Reports, Worksite Observations, and Performance  
19 Improvement Plans.  
20
- 21 • Access to all Student Opinion Surveys once grades have been submitted  
22 and the semester has ended.  
23
- 24 • Written notification of the evaluators' findings and recommendations.  
25
- 26 • An opportunity to submit a written response within ten (10) business days to all  
27 Summary Reports, Worksite Observations, and Performance Improvement Plans.  
28
- 29 • Written notification of unsatisfactory performance in any area of the evaluation, including  
30 a statement of the improvements necessary to achieve satisfactory performance.  
31
- 32 • Assistance to improve performance, when necessary, through a Performance  
33 Improvement Plan.  
34
- 35 • Upon request, representation by an available Association representative at any  
36 conference concerning an evaluation.  
37
- 38 • The opportunity to bring concerns to a mentor (if one has been assigned), the  
39 Committee Chair, EPOC, Human Resources, or an Association representative if the  
40 bargaining unit member feels any evaluation committee member has been  
41 unprofessional in their approach to the evaluation.  
42

## 43 **5.3 DEFINITIONS**

44  
45 For the purpose of this Article, the following definitions will apply:  
46

- 47 A. "Probationary faculty": a bargaining unit member in the tenure track who is employed  
48 on the basis of a contract in accordance with the provisions of Education Code  
49 Sections 87604 through 87609. Probationary faculty are bargaining unit members  
50 commonly referred to as "tenure-track" or sometimes "contract" faculty.  
51
- 52 B. "Tenured faculty": a bargaining unit member who is employed in accordance with the  
53 provisions of Education Code Section 87608(c) or 87608.5(c) or Section 87609(a).

1 Tenured faculty are bargaining unit members commonly referred to as "regular" or  
2 "permanent" faculty.

- 3  
4 C. "Part-time faculty": a bargaining unit member employed in accordance with Education  
5 Code Section 87482.5.
- 6 D. "Full-Time temporary faculty": a bargaining unit member employed in accordance with  
7 Education Code Sections 87470-87476, 87478, 87480-87482.5, and 87482.8.
- 8  
9 E. "Committee Chair": the person with primary responsibility for evaluating the unit  
10 member. Typically this is the supervising administrator. In the case of part-time faculty  
11 evaluations, a designee (such as a faculty chair) may be appointed to lead the  
12 evaluation.
- 13 F. "Tenure Review Committee": a committee for probationary (contract or tenure-track)  
14 bargaining unit members. The composition and selection of Tenure Review Committees  
15 is described in Article 5.5.
- 16  
17 G. "Evaluation Committee": a committee for tenured, part-time, or full-time temporary  
18 bargaining unit members. The composition and selection of each Evaluation Committee  
19 is described in Articles 5.6-5.8.
- 20  
21 H. "Peer Evaluator": any member of a Tenure Review or Evaluation Committee who  
22 conducts a Worksite Observation.
- 23  
24 I. "Evaluation Portfolio": the information gathered when required as part of the  
25 evaluation process. It will include the Summary Report, Worksite Observation reports,  
26 Student Opinion Surveys, a Professional Activities form, a Self-Appraisal form and  
27 comments from the bargaining unit member (if any are submitted). The Evaluation  
28 Portfolio shall become part of the Personnel File.
- 29  
30 J. "Personnel File": the formal, permanent file related to the person's employment. This  
31 file is maintained and stored by the Office of Human Resources and will become the  
32 repository for each Evaluation Portfolio.
- 33  
34 K. "Written" in this document implies written in any medium, including in a digital  
35 document.
- 36  
37 L. "Signing" in this document means any signature. Digital signatures are acceptable  
38 with all evaluation documents.
- 39  
40 M. "Mentor": a bargaining unit member assigned to provide confidential mentoring  
41 support for another bargaining unit who is undergoing the evaluation process. The  
42 mentor is not directly involved with the evaluation." The mentor facilitates the new, full-  
43 time, probationary faculty member in understanding the District's culture, mission,  
44 operations and expectations. The mentor also enhances the new employee's ability to  
45 make positive contributions to the District, the community, and student learning and  
46 success.

47  
48 **5.4 TRAINING AND TOOLS FOR THE EVALUATION OF BARGAINING UNIT**  
49 **MEMBERS**

50  
51 **5.4.1 Evaluation Process Oversight Committee (EPOC)**

52  
53 All bargaining unit members and participants in the evaluation process are responsible for  
54 periodically reviewing the contents and intent of Article 5. To assist in understanding this article

1 and to ensure correctness and consistency in all evaluations, the Evaluation Process Oversight  
2 Committee (EPOC) will develop peer evaluator training with input from the Academic Senate.  
3 This training will be conducted by EPOC for all new Tenure Review Committees. All other peer  
4 evaluators are required to complete peer evaluator training every three (3) years unless they  
5 have received that training in the previous three (3) years through a Tenure Review Committee.  
6 Mentors will also be trained by EPOC. Significant changes in evaluation processes may require  
7 off-cycle supplemental training. The Office of Instruction will track training and regularly notify  
8 bargaining unit members who are due for training. EPOC also plays a role in the tenure  
9 process and ensures appropriate and consistent procedures are followed by Tenure  
10 Committees as noted in Article 5.5.

11  
12 EPOC is composed of the Vice President of Instruction, a District administrator appointed by  
13 the Superintendent/President, one bargaining unit member appointed by the Academic  
14 Senate, and one bargaining unit member appointed by the Shasta College Faculty  
15 Association. The Vice President of Instruction serves as the chair of EPOC. All EPOC  
16 members have full voting rights. The members appointed will serve four-year non-  
17 concurrent terms. No member will serve concurrently on a Tenure Review Committee. To  
18 the extent possible, every effort will be made to ensure a diverse EPOC membership  
19 (seeking whenever possible, for example, to have a membership that balances ethnicity,  
20 age/experience, gender, and approach to instruction/work).

#### 21 22 **5.4.2 Student Opinion Surveys**

23  
24 Student feedback will be collected through Student Opinion Surveys. The objective of student  
25 evaluation is to

- 26  
27 A. Determine student response to the fulfillment of the stated objectives;  
28  
29 B. Provide feedback that the bargaining unit members and evaluators will use to maintain  
30 an effective and equitable program;  
31  
32 C. Provide an official performance record for the bargaining unit member's confidential  
33 Evaluation Portfolio and Personnel File for use in the overall evaluation process.

34  
35 Unique Student Opinion Surveys are approved for each faculty category (instructor, online  
36 instructor, counselor, librarian, athletic trainer, psychological counselor):

- 37  
38 • Student Opinion Surveys athletic trainer  
39 • Student Opinion Surveys for counselor  
40 • Student Opinion Surveys for instructor  
41 • Student Opinion Surveys for librarian  
42 • Student Opinion Surveys for online instructor  
43 • Student Opinion Surveys for psychological counselor  
44

45 The Faculty Association and District shall rely primarily upon Academic Senate  
46 recommendations for development and revisions of Student Opinion Surveys. Student Opinion  
47 Surveys are listed in the contract and appear on the Office of Instruction and Human Resources  
48 intranet pages. Minor edits may be made at any time to the documents on these sites. When  
49 changes are made affecting the content, the Faculty Association and District shall mutually  
50 agree on the changes before any changes are posted to the intranet sites.

51  
52 The Research Office will distribute, collect, and compile the Student Opinion Surveys for  
53 the bargaining unit member being evaluated and will:

- 1 A. Ensure the responses remain confidential and the procedures for gathering  
2 information are clear and consistently followed;  
3  
4 B. Oversee the distribution and collection of Student Opinion Surveys for all classes  
5 taught by instructional bargaining unit members and to students who had  
6 appointments with or received services from non-instructional bargaining unit  
7 members;  
8  
9 C. Summarize the Student Opinion Survey data, maintaining confidentiality;  
10  
11 D. Submit electronic records of the Student Opinion Surveys and tabulated form results  
12 to the supervising administrator;  
13  
14 E. Provide the Student Opinion Surveys with the tabulated results and written comments  
15 to the bargaining unit member once each term ends and the grade submission period  
16 has passed, unless extenuating circumstances require additional time.  
17

18 Every effort will be made by the Research Office to ensure every student has an opportunity to  
19 provide feedback and is encouraged to do so in a professional manner. There are a limited  
20 number of situations where the collection of Student Opinion Surveys may not be practicable.  
21 Examples include courses of less than six (6) weeks, special assignments for non-instructional  
22 unit members, or other cases where interaction with students is limited and surveying a  
23 representative sample is not possible. The collection of Student Opinion Surveys in these cases  
24 is at the discretion of the supervising administrator.  
25

#### 26 **5.4.3 Worksite Observations**

27  
28 Peer feedback will be collected through formal Worksite Observations. The objective of the  
29 Worksite Observations is to provide those being evaluated with collegial feedback on the  
30 effectiveness of their worksite performance, as well as areas for improvement. Worksite  
31 Observations also will help Tenure Review and Evaluation Committees determine their  
32 recommendations.  
33

34 Unique Worksite Observation Forms will be used for each faculty category:  
35

- 36 • Worksite Observation Form for athletic trainer
- 37 • Worksite Observation Form for counselor
- 38 • Worksite Observation Form for in-person instructor
- 39 • Worksite Observation Form for librarian
- 40 • Worksite Observation Form for online instructor
- 41 • Worksite Observation Form for psychological counselor  
42

43 Each unique Worksite Observation Form will use the guidelines developed by the Academic  
44 Senate. If the Senate revises the guidelines, the Observation Form must be revised  
45 accordingly. The Faculty Association and District shall rely primarily upon Academic Senate  
46 recommendations for development and revisions of Worksite Observation forms. Worksite  
47 Observation forms are listed in the contract and appear on the Office of Instruction and Human  
48 Resources intranet pages. Minor edits may be made at any time to the documents on the  
49 sites. When changes are made affecting the content, the Faculty Association and district shall  
50 mutually agree on the changes before any changes are made on the sites.  
51  
52  
53

1 This is the process for completing a Worksite Observation:  
2

- 3 A. The peer evaluator will schedule and hold a pre-observation meeting between the peer  
4 evaluator and the bargaining unit member being observed. This meeting may take place  
5 in person, by phone, or via email exchange. The person being observed may provide a  
6 lesson plan, an overview of what course objectives or student learning outcomes they  
7 are trying to achieve in the worksite observed, and/or other handouts in advance of the  
8 observation. In the case of an online observation, the bargaining unit member being  
9 observed may provide an overview of the course design.
- 10  
11 B. It is strongly recommended that worksite observations for full-term instructional  
12 assignments take place between Weeks 4-8 of the term and may take place as late as  
13 Week 10. Timelines for observations of short-term instructional assignments will be  
14 adjusted to coincide with the middle portion of the assignment. Non-instructional  
15 worksite observations may take place outside of this timeframe so long as they do not  
16 disrupt the overall evaluation process. In the event a timeline cannot be respected, a  
17 TRC or Evaluation Committee may request an extension from the appropriate vice  
18 president.
- 19  
20 C. The peer evaluator will conduct a Worksite Observation of at least 30-75 minutes in  
21 length. Online observations should not exceed 120 minutes. The peer evaluator is  
22 encouraged to draft and refine the written observation over several days.
- 23  
24 D. The peer evaluator will schedule and hold a post-observation and signing conference  
25 between the evaluator and the bargaining unit member being observed. This  
26 conference may take place in person, by phone, or via email exchange. The conference  
27 must take place within seven (7) business days of the observation taking place. If the  
28 conference is not held within seven (7) working days of the observation, a new  
29 observation shall be conducted. During the conference,
- 30  
31 1. The bargaining unit member being observed will read the observation report and  
32 may provide verbal and written responses. The peer evaluator and bargaining  
33 unit member may mutually agree to make changes to the Worksite Observation  
34 before the peer evaluator finalizes it.
- 35  
36 2. Specific suggestions for meaningful and constructive improvement of worksite  
37 performance should be included in the report.
- 38  
39 3. Upon conclusion of the conference, the observation report shall be signed both by  
40 the bargaining unit member and the peer evaluator. Signing the report does not  
41 necessarily indicate that the evaluated unit member agrees with the report, but  
42 only that they have received and read the report. The bargaining unit member  
43 shall have the opportunity to present their own comments in writing within ten (10)  
44 business days on the substance of the report. Any comments will be attached to  
45 the evaluation portfolio.
- 46  
47 4. The bargaining unit member will receive a copy of the signed report.
- 48  
49 E. After the conference, the peer evaluator will submit the signed observation report in a  
50 confidential manner to the Committee Chair for inclusion in the evaluation portfolio. It  
51 will then be placed in the Personnel File.  
52  
53  
54

1 The following principles apply to Worksite Observations:

- 2
- 3 A. All Worksite Observations should provide formative feedback to help the bargaining unit
- 4 member being observed to identify strengths and weaknesses of worksite performance.
- 5
- 6 B. The peer evaluator's conclusions should be based on the full context of the total
- 7 observation.
- 8
- 9 C. Judgments of performance from the peer evaluator should refer to what is observed
- 10 during the Worksite Observation.
- 11
- 12 D. Peer evaluators should resist the urge to compare the methods of the person being
- 13 evaluated with their own methods; peer evaluators must recognize that the person being
- 14 evaluated may have a different, yet effective teaching style and philosophy of education.
- 15

16 All evaluation-related meetings will be scheduled with consideration for all participants'

17 schedules and needs.

18

#### 19 **5.4.4 Self-Appraisal Form**

20

21 The purpose of the Self-Appraisal is to allow bargaining unit members to reflect upon and

22 describe their goals, strengths, and areas for growth for consideration by the Tenure Review or

23 Evaluation Committee. Evaluators may regard an honest Self-Appraisal as an opportunity to

24 provide constructive feedback and support. The Self-Appraisal may not be cited on the

25 Summary Report as evidence of a failure to achieve an evaluation goal.

26

27 All bargaining unit members completing a Self-Appraisal will use the approved Self-Appraisal

28 Form. The Self-Appraisal Forms are as follows:

29

- 30 • Self-Appraisal Form for instructional faculty
  - 31 • Self-Appraisal Form for non-instructional faculty
- 32

33 The Self-Appraisal Form must be submitted to the Committee Chair prior to the preparation of

34 the Summary Report. The Faculty Association and District shall rely primarily upon Academic

35 Senate recommendations for development and revisions of Self-Appraisal forms. Self-Appraisal

36 forms are listed in the contract and appear on the Office of Instruction and Human Resources

37 intranet pages. Minor edits may be made at any time to the documents on the sites. When

38 changes are made affecting the content, the Faculty Association and district shall mutually

39 agree on the changes before any changes are made on the sites.

40

41 For all bargaining unit members, the Self-Appraisal will be completed only in the semester that

42 the evaluation takes place. For part-time bargaining unit members, it will be optional.

43

#### 44 **5.4.5 Professional Activities Form**

45

46 The purpose of the Professional Activities Form is for full-time bargaining unit members to

47 demonstrate how they meet the instructional-related activities as indicated in Article 2.1.5, 2.1.6,

48 and other Articles of the collective bargaining agreement. Bargaining unit members are

49 encouraged to regularly track professional development activities, committee service,

50 conference attendance, and other activities that can help to form a complete picture of the

51 faculty member's ongoing commitment to a continued high level of professional competence.

52

53 The Professional Activities Form must be submitted to the Committee Chair prior to the

54 preparation of the Summary Report.

1 The Professional Activities Forms are as follows:

- 2
- 3 • Professional Activities Form for full-time instructional faculty
- 4 • Professional Activities Form for full-time non-instructional faculty
- 5

6 The Faculty Association and District shall rely primarily upon Academic Senate  
7 recommendations for development and revisions of Professional Activities forms. Professional  
8 Activities forms are listed in the contract and appear on the Office of Instruction and Human  
9 Resources intranet pages. Minor edits may be made at any time to the documents on the  
10 sites. When changes are made affecting the content, the Faculty Association and district shall  
11 mutually agree on the changes before any changes are made on the sites.  
12

#### 13 **5.4.6 Summary Report**

14

15 The Summary Report will summarize the findings of the Tenure Review or Evaluation  
16 Committee. Unique Summary Report Forms will be used for each evaluation:  
17

- 18 • Summary Report Form for probationary instructional faculty
- 19 • Summary Report Form for probationary non-instructional faculty
- 20 • Summary Report Form for tenured instructional faculty
- 21 • Summary Report Form for tenured non-instructional faculty
- 22 • Summary Report Form for part-time instructional faculty
- 23 • Summary Report Form for part-time non-instructional faculty
- 24 • Summary Report Form for full-time temporary instructional faculty
- 25 • Summary Report Form for full-time temporary non-instructional faculty
- 26

27 The Summary Report Forms establish the full criteria for evaluation for bargaining unit  
28 members. It will summarize findings from the Worksite Observations, Student Opinion Surveys,  
29 Professional Activities Form (where applicable), and direct observations of Tenure Review or  
30 Evaluation Committee members. Other information may be included as per Article 5.4.8.  
31

32 The Faculty Association and District shall rely primarily upon Academic Senate  
33 recommendations for development and revisions of Summary Report forms are listed in the  
34 contract and appear on the Office of Instruction and Human Resources intranet pages. Minor  
35 edits may be made at any time to the documents on the sites. When changes are made  
36 affecting the content, the Faculty Association and district shall mutually agree on the changes  
37 before any changes are made on the sites.  
38

39 Summary Report Forms will be completed in accordance with the following timelines:  
40

- 41 A. Probationary faculty: The Summary Report will be completed at the end of the fall term  
42 for each fall term of the tenure process. The TRC may opt to conduct Worksite  
43 Observations in spring.  
44
- 45 B. Tenured faculty: The Summary Report will be completed at the end of the term in which  
46 the evaluation takes place (fall or spring). Tenured faculty will be evaluated at least  
47 every three (3) years following receipt of tenured status. A Committee Chair completing  
48 multiple Summary Reports for tenured faculty may mutually agree with the tenured  
49 bargaining unit member to complete their 3-year evaluations in either the fall or spring  
50 semester of an academic year.  
51
- 52 C. Part-time faculty: The Summary Report will be completed at the end of the term in which  
53 the evaluation takes place (fall or spring). Part-time faculty will be evaluated within the

1 first two semesters of service to the District, once again within the next two semesters of  
2 service, and at least every six (6) semesters of service thereafter.

3  
4 D. Full-time temporary faculty: The Summary Report will be completed at the end of each  
5 fall term for the first two years of service to the District. The Evaluation Committee may  
6 opt to conduct Worksite Observations in spring in the first two years. After this initial  
7 evaluation period, the Summary Report will then be completed at least every three (3)  
8 years thereafter.

9  
10 Tenure Review and Evaluation Committees must have input on the final draft of all Summary  
11 Reports. However, the Committee Chair may draft the Summary Report, or the Summary  
12 Report may be drafted by the Tenure Review or Evaluation Committee.  
13 The Committee Chair will review the Summary Report with the bargaining unit member being  
14 evaluated as specified below. The bargaining unit member shall have the opportunity to present  
15 their own comments in writing within ten (10) business days on the substance of the Report.  
16 Any comments will be attached to the Evaluation Portfolio for eventual placement in the  
17 Personnel File. Signing the Report does not necessarily indicate that the evaluated unit member  
18 agrees with the Report, but only that they have received and read the Report. The bargaining  
19 unit member will receive a copy of the signed Report.

20  
21 In the event the bargaining unit member refuses to sign or is negligent in signing the Summary  
22 Report (for example, not acknowledging it was reviewed), the Committee Chair will document  
23 this and include the documentation in the Evaluation Portfolio. The bargaining unit member will  
24 receive a copy of the Report along with documentation that attempts were made to acquire a  
25 signature.

26  
27 Evaluation-related meetings will be scheduled with consideration for all participants' schedules  
28 and needs.

#### 29 30 **5.4.7 Performance Improvement Plan**

31  
32 The primary purpose of the Performance Improvement Plan is to provide guidance for the  
33 bargaining unit member to improve in a given area or areas.

##### 34 35 *Performance Improvement Plans for Part-Time Bargaining Unit Members:*

36  
37 In the case of part-time bargaining unit members, if areas for improvement are identified in  
38 the course of an evaluation, a Performance Improvement Plan may be developed as per  
39 Articles 16.3 and 5.7.7 and will use the Part-Time Faculty Performance Improvement Plan.

##### 40 41 *Performance Improvement Plans for Full-Time Bargaining Unit Members:*

42  
43 In the case of full-time bargaining unit members, if areas for improvement are identified in the  
44 course of an evaluation, a Performance Improvement Plan may be developed. The Dean will  
45 notify the bargaining unit member prior to the evaluation meeting if a Performance  
46 Improvement Plan has been developed and the bargaining unit member may request a  
47 Faculty Association representative attend the evaluation meeting. The bargaining unit  
48 member must make this request to the Dean at least two business days before the  
49 evaluation meeting.

50  
51 Typically, the Performance Improvement Plan will be reviewed at the beginning of the next  
52 term and then assessed at the end of that term, but other timelines are possible depending  
53 on the exact nature of the area(s) for improvement. The Performance Improvement Plan is  
54 considered an off-cycle evaluation. Additional Student Opinion Surveys may be issued as

1 part of the Plan, and additional Worksite Observations may be scheduled. When the  
2 Performance Improvement Plan is assessed, typically at the end of the next term, one of  
3 three outcomes will occur:

- 4 A. It will be determined that the full-time bargaining unit member meets the desired  
5 outcomes and the Performance Improvement Plan will be considered completed.  
6
- 7 B. It will be determined that the full-time bargaining unit member does not meet and  
8 needs more time to meet the desired outcomes. A follow-up Performance  
9 Improvement Plan will be developed using the Performance Improvement Plan Form,  
10 and it will be assessed, typically at the end of next term. Additional findings that  
11 emerge in the course of assessing any Performance Improvement Plan may be  
12 appended to any Performance Improvement Plan and may lead to a follow-up  
13 Performance Improvement Plan.  
14
- 15 C. In the case of tenured bargaining unit members, if the outcomes of the Performance  
16 Improvement Plan have not been met after the assessment of three (3) consecutive  
17 Performance Improvement Plans, the full-time bargaining unit member may be  
18 subject to disciplinary action.  
19

20 The bargaining unit member shall have the opportunity to present their own comments in  
21 writing within ten (10) business days on the substance of the Plan or any follow-up reports to  
22 the Plan. Any comments will be attached to the Evaluation Portfolio for eventual placement in  
23 the Personnel File. Signing the Plan or any follow up reports on the Plan does not  
24 necessarily indicate that the evaluated unit member agrees with the Plan or any follow up  
25 reports on the Plan, but only that they have received and read the Plan. The bargaining unit  
26 member will receive a copy of the signed Plan or any follow-up reports on the Plan.  
27

28 The Faculty Association and District shall rely primarily upon Academic Senate  
29 recommendations for revisions of Performance Improvement Plan forms. Performance  
30 Improvement Plan forms are listed in the contract and appear on the Office of Instruction and  
31 Human Resources intranet pages. Minor edits may be made at any time to the documents on  
32 the sites. When changes are made affecting the content, the Faculty Association and district  
33 shall mutually agree on the changes before any changes are made on the sites.  
34

#### 35 **5.4.8 Other Information**

36  
37 The Committee Chair must observe the following guidelines regarding the use and content  
38 of Summary Reports and other data gathered as part of the evaluation:  
39

- 40 A. A summary of data collected which adversely affects bargaining unit members  
41 being evaluated must be provided to the unit members so they may address the  
42 issue(s).  
43
- 44 B. Supervising administrators may use data and information obtained from any  
45 individual with direct knowledge of the bargaining unit member's conduct and  
46 performance, but the individual must give written permission for the administrator to  
47 use the data and information in the evaluation process. This does not apply to  
48 District employees responsible for conducting evaluations of the bargaining unit  
49 member.  
50
- 51 C. To be considered valid and used in an evaluation, a written complaint regarding a  
52 bargaining unit member must meet the following criteria:  
53

1. The complaint or criticism must be signed as a complaint or criticism by the originating source;
2. The bargaining unit member must be given an opportunity to provide a written response to the complaint.

The member will have ten (10) business days to present their comments on the complaint. Any comments will be attached to the Evaluation Portfolio for eventual placement in the Personnel File.

The bargaining unit member must give written permission for the use of audio and video recording devices to collect information for the evaluation and Summary Report. Written permission is not required in an announced Worksite Observation if the faculty member is using teaching materials derived from audio and video recordings as part of the worksite being observed. Examples include, but are not limited to, formal recorded mini-lectures embedded in an online course, Zoom sessions recorded and posted online for student viewing, or visual or sound clips used in a face-to-face class.

### **5.5 PROBATIONARY FACULTY EVALUATION PROCEDURES**

Probationary faculty are bargaining unit members commonly referred to as "tenure-track faculty" or sometimes "contract faculty" at Shasta College.

This is an approximate annual evaluation timeline for probationary bargaining unit members:

<b>Fall Semester</b>	<b>Tasks:</b>
<i>Prior spring and/or early fall:</i>	Tenure Review Committee (TRC) formed; approved by Academic Senate before observations begin. Mentor assigned
<i>Weeks 1-3:</i>	1 <sup>st</sup> TRC meeting held. Student Opinion Surveys ordered
<i>Weeks 4-8:</i>	Worksite observations typically conducted for instructional assignments (may be done as late as Week 10). Observations of non-instructional assignments may be conducted outside this timeframe so long as they do not disrupt the other timelines in this process.
<i>Week 12:</i>	Student Opinion Surveys provided to TRC chair. Self-Appraisal and Professional Activities Forms due to TRC chair
<i>Weeks 12-14:</i>	2 <sup>nd</sup> TRC meeting held and Evaluation Portfolio finalized
<i>Week 15:</i>	Evaluation Portfolio due to Office of Instruction
<i>Weeks 16 ff.:</i>	EPOC reviews Evaluation Portfolios
<i>Winter Break</i>	Student Opinion Surveys provided to probationary unit member
<b>Spring Semester</b>	<b>Tasks:</b>
<i>Weeks 1-3:</i>	Student Opinion Surveys ordered. EPOC continues review of Evaluation Portfolios, provides feedback to TRCs. Jan. 31 last date for EPOC to receive revised Evaluation Portfolios
<i>Weeks 4-8:</i>	Worksite observations conducted (if TRC opts to)
<i>Week 12:</i>	Student Opinion Surveys provided to TRC chair; these will be reviewed at the next fall's TRC meetings
<i>All spring</i>	Probationary unit member will confer with TRC, mentor, or others on issues related to worksite performance

Summer Break | Student Opinion Surveys provided to probationary unit member

The TRC will make recommendations in fall of Years 1, 2, and 4 as detailed in Article 5.5.8. EPOC has the following deadlines:

Jan. 31	Final deadline to receive Evaluation Portfolios not previously received in Week 15 fall semester
Mar. 15	Deadline for Board decision on contract recommendations

### 5.5.1 Formation of the Tenure Review Committee (TRC)

Typically, the supervising administrator will serve as the Committee Chair for evaluations of probationary bargaining unit members. The Tenure Review Committee (TRC) Chair will select the TRC three (3) tenured faculty members in consultation with those who served on the initial hiring committee. The TRC should include at least one subject matter expert and, whenever possible, be formed so as to provide the bargaining unit member with a variety of perspectives on their work performance.

The TRC must be confirmed by the Academic Senate. A new TRC must receive new TRC training from EPOC before conducting any Worksite Observations. This training will take place before the first fall evaluation, but EPOC may require additional training once the tenure process has begun.

If any member of the TRC fails to fulfill their obligations in a professional manner, the Chair may replace the member on the TRC. Any changes to a TRC must also be confirmed by the Academic Senate. If the need arises to replace a peer evaluator, the Chair will verify the peer evaluator has completed the required training within the previous three (3) years. If not, the peer evaluator must complete the training prior to conducting a Worksite Observation.

To prepare for cases of temporary, emergency absences on the TRC, the Academic Senate will identify and confirm three (3) alternate peer evaluators each year. If needed, any of the alternates may be assigned by the appropriate vice president to complete one observation on a TRC in place of an approved TRC member. The alternate would complete a worksite observation but otherwise give no input on the final Summary Report. An alternate peer evaluator may only be used in case of a verified emergency (for example, a medical emergency) that requires the TRC member's temporary absence. Should the emergency last beyond one semester, a permanent replacement must be identified by the Committee Chair and confirmed by the Academic Senate.

### 5.5.2 Mentor

Probationary bargaining unit members will be assigned a mentor by the Committee Chair in the first year of service. Efforts will be made by the committee chair to consider diversity, equity, and inclusion (for example, ethnicity, age/experience, gender, and approach to instruction/work) when assigning a mentor. A mentor may not be a member of the TRC. First-year mentors must be approved by the Academic Senate and must be a bargaining unit member who has been a full-time bargaining unit member in the District for at least three (3) years but does not have to be from the same discipline as the probationary unit member. A mentor may find cause to resign during the first-year appointment. This resignation will be accepted without question and the replacement must be approved by the Academic Senate and meet the criteria above for being a mentor. A mentor may be assigned thereafter when requested by either the TRC, EPOC, or the appropriate vice

1 president. Mentors shall meet with their mentees for up to one hour per week during the  
2 semester. Meetings will ideally take place in person but may take place by phone or  
3 videoconferencing technology.  
4

### 5 **5.5.3 First TRC Meeting**

6  
7 The TRC must meet at the beginning of each fall semester of the evaluation process prior to  
8 conducting any observations. Prior to or at the beginning of each fall semester, the  
9 Committee Chair will schedule the first meeting.

10 Instructional probationary bargaining unit members will provide each TRC member with all  
11 syllabi prior to the first meeting. At any time during the evaluation process, the Committee  
12 may also request assignments, exams, or other course materials, including examples of  
13 graded work, to evaluate the integrity of the course and validate evaluation conclusions.  
14

15 At the first meeting of each semester, the TRC will meet without the probationary unit member  
16 to organize the semester's work. They will review the semester evaluation process, timelines,  
17 prior semesters' performance, and set goals and objectives for the Committee. The Committee  
18 Chair may provide copies of the probationary unit member's previous evaluation (if one exists)  
19 to the Committee members. TRC members for instructional unit members may also review the  
20 unit member's syllabi and any other requested materials.  
21

22 The TRC will then ask the probationary bargaining unit member to join the first meeting. The  
23 TRC will discuss the procedures and timelines for the evaluation with the probationary  
24 bargaining unit member, review any outstanding concerns, and, whenever possible, set the  
25 Worksite Observation dates.  
26

27 At each meeting, the bargaining unit member will be directed to their procedural rights, the Self-  
28 Appraisal Form, and the Professional Activities Form. They will also be asked to review Article  
29 5.  
30

### 31 **5.5.4 Ordering the Student Opinion Surveys**

32  
33 Student Opinion Surveys will be ordered by the Chair from the Research Office.  
34

35 For instructional faculty, the Chair will provide the Research Office with instructor names,  
36 section numbers, start dates, and modalities for all courses scheduled in the year in which  
37 the evaluation will take place. For non-instructional faculty, the Chair will provide the  
38 Research Office with the name and faculty type (i.e., counselor, athletic trainer, psychological  
39 counselor, librarian) to be surveyed. The Research Office will administer the appropriate  
40 student opinion survey between Weeks 10 and 12 of the terms in which the evaluation takes  
41 place. Survey results from both the fall and previous spring semester (if they exist) will be  
42 made available to the Chair by Week 14 of the fall semester.  
43

44 The Summary Report completed each fall will include feedback on Student Opinion Surveys  
45 from that fall and the preceding spring term.  
46

### 47 **5.5.5 Completion of the Self-Appraisal and Professional Activities Forms**

48  
49 By Week 12 of the fall semester, the bargaining unit member will submit a completed Self-  
50 Appraisal Form and a completed Professional Activities Form to the Committee Chair. Both  
51 forms should include activities the unit member was involved in since the previous fall  
52 semester of service to the District.  
53  
54

1 **5.5.6 Worksite Observations**

2  
3 Each member of the Evaluation Committee will complete at least one Worksite Observation  
4 in accordance with Article 5.4.3 and complete the appropriate Worksite Observation Form.  
5 Additional observations may be conducted at the discretion of the Evaluation Committee.  
6 Whenever possible:

- 7  
8 A. Evaluators will observe different class sections, courses, or worksite situations;  
9  
10 B. Worksite observations will typically be conducted for instructional assignments in  
11 Weeks 4-8 (and they may be performed as late as Week 10). Observations of non-  
12 instructional assignments may be conducted outside this timeframe, so long as they  
13 do not disrupt the other timelines in this process;  
14  
15 C. Observations by the peer evaluators will be conducted in different weeks.

16  
17 Worksite Observations may, at the discretion of the TRC or the recommendation of EPOC,  
18 be recommended for the spring semester. If these are completed, the Committee will  
19 incorporate them into the fall evaluation of the following academic year.  
20

21 **5.5.7 Drafting of the Summary Report and Second TRC Meeting**

22  
23 The TRC will review the Student Opinion Surveys (spring and fall), Self-Appraisal Form,  
24 Professional Activities Form, and Worksite Observations in preparation for the Summary Report.  
25 The TRC must have input on the final draft of all Summary Reports. Either the Committee Chair  
26 or the TRC may draft the initial Summary Report.  
27

28 The Report will be based on observable results as evidenced in the observations, student  
29 evaluations, and procedural and professional responsibilities as detailed in the appropriate  
30 Summary Report Form. The Committee Chair will then schedule an evaluation review  
31 meeting with the probationary bargaining unit member. This meeting must take place at the  
32 end of the fall semester in which the evaluation takes place. The TRC should be present for  
33 the meeting, but the meeting may proceed if one Committee member is unable to attend.  
34

35 The Report will be signed by the probationary bargaining unit member and all TRC  
36 members. The bargaining unit member shall have the opportunity to present their own  
37 comments in writing within ten (10) business days of receiving any written Report on the  
38 substance of the Report. Any comments received will be attached to the Evaluation Portfolio  
39 for eventual inclusion in the Personnel File. Signing the Report does not necessarily indicate  
40 that the evaluated bargaining unit member agrees with the Report, but only that they have  
41 received and read the Report. The probationary bargaining unit member will receive a copy  
42 of the signed Report.  
43

44 The TRC is not required to meet in the spring term. As noted above, Student Opinion  
45 Surveys will be issued, and the TRC may opt to conduct observations in the spring term.  
46 The probationary bargaining unit member is encouraged to use the spring term for  
47 professional development activities, which could include discussions with the mentor or TRC  
48 members on pedagogy or areas for growth as identified in the evaluation or the Self-  
49 Appraisal.  
50  
51  
52  
53  
54

1 **5.5.8 Recommendation of the TRC**

2  
3 The TRC will present its recommendation to the Evaluation Process Oversight Committee  
4 (EPOC) typically by Week 15 of the fall semester and no later than January 31 of the last  
5 academic year covered by the probationary unit member's current contract.

6  
7 For probationary bargaining unit members working under their first full-year contract, the TRC  
8 shall elect one of the following alternatives:

- 9  
10 A. Not enter into a contract for the following academic year.  
11  
12 B. Enter into a contract for the following academic year.

13  
14 For probationary bargaining unit members working under their second contract, the TRC  
15 shall elect one of the following alternatives:

- 16  
17 A. Not enter into a contract for the following academic year.  
18  
19 B. Enter into a contract for the following two academic years.

20  
21 For probationary bargaining unit members working under their third consecutive contract  
22 entered into pursuant to Education Code Section 87608.5, the TRC shall elect one of the  
23 following alternatives:

- 24  
25 A. Employ the probationary employee as a tenured employee for all subsequent academic  
26 years.  
27  
28 B. Not employ the probationary employee as a tenured employee.

29  
30 Every effort should be made to reach a consensus. If the TRC cannot reach consensus, the  
31 TRC may forward separate recommendations (majority/minority or split decision) to the  
32 Evaluation Process Oversight Committee (EPOC), with each member reflecting their written  
33 opinions when signing the Summary Report. If separate recommendations are submitted,  
34 each will include a rationale for the recommendation.

35  
36 **5.5.9 Action by the Evaluation Process Oversight Committee (EPOC)**

37  
38 EPOC is responsible for reviewing the evaluation portfolios and recommendations provided  
39 by individual TRCs to ensure appropriate and consistent procedures have been followed by  
40 the TRC. EPOC's role and composition are described in Article 5.4.1.

41  
42 EPOC will review the documentation submitted by the TRC following completion of the fall  
43 semester Summary Report. Review of the reports may include, but not be limited to, the  
44 following:

- 45  
46 A. Were conclusions based on observations?  
47  
48 B. Do suggestions take into account the wide range of current acceptable educational  
49 practices?  
50  
51 C. Was the evaluation process for this bargaining unit member consistent with the  
52 processes established in Article 5?  
53  
54 D. Were student outcomes considered?

1 For probationary unit members working under their first, second, or third contract as defined  
2 by Education Code Sections 87608-87609, EPOC will review whether each TRC followed the  
3 evaluation procedures. It may take the following actions:  
4

- 5 A. Return the recommendation to the TRC with suggestions for further action, such as  
6 clarifications or minor revisions.  
7
- 8 B. Schedule additional meetings between the Chairs of EPOC and the TRC, EPOC  
9 and the TRC, individual members of the TRC, and/or the probationary bargaining  
10 unit member to discuss any concerns found during the evaluation process.  
11
- 12 C. Request revisions or modifications of the TRC Committee's recommendation or  
13 procedures. This may require TRC meetings beyond the second TRC meeting.  
14

15 EPOC shall forward a written report to the Superintendent/President in time for placement on  
16 a Governing Board's agenda for a meeting that shall take place no later than March 15. The  
17 written report will indicate each TRC's recommendation and whether EPOC supports the  
18 recommendations.  
19

#### 20 **5.5.10 Superintendent/President's Recommendation and Governing Board Action**

21

22 The Superintendent/President and Governing Board shall take the actions required by  
23 Education Code Sections 87607-87610, on or before March 15 of the appropriate  
24 academic year.  
25

26 Before making a decision relating to the continued employment of a probationary unit  
27 member, the Governing Board will receive the written recommendations of the  
28 Superintendent/President, and the individual TRCs.  
29

#### 30 **5.5.11 Appeal to EPOC**

31

32 If a probationary bargaining unit member feels their TRC is biased or that policies,  
33 guidelines, and/or timelines are not being adhered to, the employee may appeal the  
34 Committee's process and findings to EPOC in writing. EPOC will review the information,  
35 determine whether the TRC has followed established procedures, determine whether there  
36 appears to be inappropriate bias against the probationary unit member, and issue a formal  
37 response to the probationary unit member. Appeal to EPOC shall not be used to delay or  
38 prolong any timelines of Education Code Section 87610.1. If EPOC believes the appeal is  
39 intended to prolong the timelines, it will issue its recommendation to the  
40 Superintendent/President as described in Article 5.5.9.  
41

#### 42 **5.5.12 Appeal to Arbitration**

43

44 The probationary unit member may appeal EPOC's determination through the grievance  
45 procedures as stated in Article 10. The content of evaluations is not subject to the grievance  
46 procedure set forth in Article 10.  
47

#### 48 **5.5.13 Break in Service**

49

50 No credit shall be given towards completing the probationary years of service for periods of  
51 separation from the service of the District including, but not limited to layoff status, unpaid  
52 leaves, and suspension without pay as a result of disciplinary action.  
53  
54

1 **5.5.14 Subsequent Actions**

2  
3 Upon completion of EPOC’s review, the entire Evaluation Portfolio, including comments  
4 from the bargaining unit member (if any are submitted), will be submitted to the Office of  
5 Human Resources for inclusion in the bargaining unit member’s Personnel File.  
6

7 **5.6 TENURED FACULTY EVALUATION PROCEDURES**

8  
9 Tenured faculty are bargaining unit members commonly referred to as a “regular” or  
10 "permanent" faculty at Shasta College. All tenured bargaining unit members will be  
11 evaluated at least once every three (3) years, as per Article 5.4.6 and Education Code  
12 Section 87663.

13 This is an approximate timeline for tenured bargaining unit members:  
14

<b>Fall or Spring Semester</b>	<b>Tasks:</b>
<i>Weeks 1-3:</i>	Tenured bargaining unit member and Chair discuss process and timeline for the evaluation. Student Opinion Surveys ordered. Evaluation Committee formed
<i>Weeks 4-8:</i>	Worksite observations typically conducted for instructional assignments (may be done as late as Week 10). Observations of non-instructional assignments may be conducted outside this timeframe so long as they do not disrupt the other timelines in this process.
<i>Week 12:</i>	Student Opinion Surveys provided to Chair
<i>Week 14:</i>	Self-Appraisal and Professional Activities Forms due to Chair
<i>Weeks 15-17:</i>	Summary Report review meeting held and Evaluation Portfolio finalized (may be done in first 3 weeks of next semester)
<i>Winter or Summer Break:</i>	Evaluation Portfolio due to Office of Instruction. Student Opinion Surveys provided to unit member

15  
16 **5.6.1 Preparing for the Evaluation**

17  
18 Typically, the supervising administrator will serve as the Committee Chair for evaluations of  
19 tenured bargaining unit members. The Chair will contact the tenured bargaining unit member in  
20 spring of the year prior to the year when the evaluation will take place. The Chair will notify the  
21 bargaining unit member that they are due for evaluation in the coming year:  
22

- 23 A. They will mutually agree on whether the evaluation will occur in the fall or the spring. Consideration will be given to the Chair’s overall evaluation load in the coming year.
- 24 B. The bargaining unit member will be invited to identify a tenured faculty peer evaluator to  
25 participate in the evaluation and conduct a Worksite Observation. The peer evaluator  
26 may not be someone who evaluated the bargaining unit member in the previous three  
27 (3) years, or who has been evaluated by the bargaining unit member in this period of  
28 time. In the spirit of continuous improvement, bargaining unit members are encouraged  
29 to identify a peer evaluator who will provide fresh insights into their instruction. In support  
30 of the college's effort to promote a diverse and inclusive learning environment,  
31 bargaining unit members are encouraged to consider diversity, equity, and inclusion (for  
32 example, ethnicity, age/experience, gender, and approach to instruction/work) in  
33 choosing a peer evaluator.  
34
- 35 C. The bargaining unit member will be directed to their procedural rights and the Self-  
36 Appraisal and Professional Activities Forms. They will be asked to review Article 5.  
37

1 **5.6.2 Ordering the Student Opinion Surveys**

2  
3 Student Opinion Surveys will be ordered by the Chair from the Research Office.

4  
5 For instructional faculty, the Chair will provide the Research Office with instructor names,  
6 section numbers, start dates, and modalities for all courses scheduled for the semester in  
7 which the evaluation will take place. For non-instructional faculty, the Chair will provide the  
8 Research Office with the name and faculty type (i.e., counselor, athletic trainer, psychological  
9 counselor, librarian) to be surveyed. The Research Office will administer the appropriate  
10 student opinion survey between Weeks 10 and 12 of the term in which the evaluation takes  
11 place. Survey results will be made available to the Chair by Week 14 of the semester. The  
12 Chair, with agreement from the faculty member being evaluated, may opt to issue student  
13 opinion surveys the semester before the evaluation takes place if this is deemed helpful to  
14 the overall evaluation. Survey results may be included in the final Summary Report.  
15

16 **5.6.3 Formation of the Evaluation Committee**

17  
18 By Week 3 of the term in which the evaluation takes place, the Chair will finalize the Committee.  
19 If the Chair and the bargaining unit member do not reach mutual agreement on the peer  
20 evaluator identified by the bargaining unit member to do their Worksite Observation, the  
21 appropriate vice president and a Faculty Association representative will select the peer  
22 evaluator. If the bargaining unit member has failed to or opts not to identify a peer evaluator,  
23 the Chair will select a peer evaluator who has not evaluated the bargaining unit member in the  
24 previous three years or been evaluated by the bargaining unit member in this period of time.  
25 Once the Committee has been finalized, the Chair will verify the peer evaluator has  
26 completed the required training within the previous three (3) years. If not, the peer evaluator  
27 must complete the training prior to conducting a Worksite Observation.  
28

29 **5.6.4 Completion of the Self-Appraisal and Professional Activities Forms**

30  
31 By Week 14 of the semester, the bargaining unit member will submit a completed Self-  
32 Appraisal Form and a completed Professional Activities Form to the Committee Chair. The  
33 Professional Activities Form should include activities the unit member was involved in since  
34 their last evaluation.  
35

36 **5.6.5 Worksite Observations**

37  
38 Both members of the Evaluation Committee will complete at least one Worksite  
39 Observation in accordance with Article 5.4.3 and complete the appropriate Worksite  
40 Observation Form. Additional observations may be conducted at the discretion of the  
41 Evaluation Committee members.  
42

43 Whenever possible,

- 44  
45 A. Evaluators will observe different class sections, courses, or worksite situations;  
46  
47 B. Worksite observations will typically be conducted for instructional assignments in Weeks  
48 4-8 (and they may be performed as late as Week 10). Observations of non-instructional  
49 assignments may be conducted outside this timeframe so long as they do not disrupt the  
50 other timelines in this process.  
51  
52 C. Observations by the Committee Chair and peer evaluator will be conducted in  
53 different weeks.  
54

1 **5.6.6 Summary Report and Evaluation Review Meeting**

2  
3 The Committee Chair will review the Student Opinion Surveys, Self-Appraisal Form,  
4 Professional Activities Form, and Worksite Observations and will draft the Summary  
5 Report. The Report will be based upon observable results as evidenced in the  
6 observations, student evaluations, and procedural and professional responsibilities as  
7 detailed in the appropriate Summary Report Form. The Committee Chair will then schedule  
8 an evaluation review meeting with the tenured bargaining unit member being evaluated.  
9 This meeting may take place at the end of the semester in which the evaluation takes place  
10 or within the first three weeks of the following semester. The bargaining unit member may  
11 request that the peer evaluator be present for the meeting.  
12 The Report will be signed both by the regular bargaining unit member and the Committee  
13 Chair. The bargaining unit member shall have the opportunity to present their own  
14 comments in writing within ten (10) business days of receiving the written Report on the  
15 substance of the Report. Any comments received will be attached to the Evaluation  
16 Portfolio for eventual placement in the Personnel File. Signing the Report does not  
17 necessarily indicate that the evaluated bargaining unit member agrees with the Report, but  
18 only that they have received and read the Report. The tenured bargaining unit member will  
19 receive a copy of the signed Report.  
20

21 **5.6.7 Subsequent Actions**

22  
23 The entire Evaluation Portfolio, including comments from the bargaining unit member (if any  
24 are submitted), will be submitted to the appropriate vice president for review. The vice  
25 president may provide additional feedback to either the bargaining unit member or the  
26 Committee Chair. The vice president will submit the entire Evaluation Portfolio to the Office  
27 of Human Resources for inclusion in the bargaining unit member's Personnel File.  
28 In the event it is determined the unit member is required to improve performance, the  
29 Committee Chair will develop a Performance Improvement Plan following the guidelines in  
30 Article 5.4.7.  
31

32 In the event serious deficiencies remain after three (3) semesters and documented  
33 attempts have been made to resolve these deficiencies, tenured bargaining unit members  
34 will be subject to disciplinary action primarily upon the grounds described in Education  
35 Code Section 87732, but only through the processes described in the Education Code or  
36 other legal provisions.  
37

38 Formal legal appeal to the disciplinary action is available to tenured bargaining unit members  
39 through Education Code Sections 87673-87683 and other sections of the Education Code.  
40

41 **5.7 PART-TIME FACULTY EVALUATION PROCEDURES**

42  
43 Part-time bargaining unit members will be evaluated within the first two semesters of service  
44 to the District, once again within the next two semesters of service, and at least every six (6)  
45 semesters of service thereafter. The unit member, at the discretion of the supervising  
46 administrator, may be evaluated just once within the first two semesters of service and then  
47 at least every six (6) semesters of service thereafter.  
48  
49  
50  
51  
52  
53  
54

1 This is an approximate timeline for part-time bargaining unit members:  
 2

<b>Fall or Spring Semester of first two semesters of service</b>	<b>Tasks:</b>
<i>Weeks 1-3:</i>	Chair notifies part-time bargaining unit member of evaluation timelines. Student Opinion Surveys ordered. Evaluation Committee formed
<i>Weeks 4-8:</i>	Worksite observations typically conducted for instructional assignments (may be done as late as Week 10). Observations of non-instructional assignments may be conducted outside this timeframe so long as they do not disrupt the other timelines in this process.
<i>Week 12:</i>	Student Opinion Surveys provided to Chair
<i>Week 14:</i>	(Optional) Self-Appraisal Form due to Chair
<i>Weeks 15-17:</i>	Summary Report review discussion held and Evaluation Portfolio finalized (may be done in first 3 weeks of next semester)
<i>Winter or Summer Break:</i>	Evaluation Portfolio due to Office of Instruction. Student Opinion Surveys provided to probationary unit member
<b>Fall or Spring Semester of next two semesters of service</b>	<b>Tasks:</b>
<i>See above</i>	Same process followed as above for second evaluation
<b>Subsequent Evaluations</b>	<b>Tasks:</b>
<i>Every six semesters</i>	One evaluation will take place every six semesters beyond the first evaluation sequence

3  
 4 **5.7.1 Preparing for the Evaluation and Formation of the Evaluation Committee**  
 5

6 The supervising administrator or designee will serve as the Committee Chair for evaluations of  
 7 part-time bargaining unit members. The Chair will contact the part-time bargaining unit member  
 8 within the first four weeks of the term when the evaluation will take place. The Chair will notify  
 9 the bargaining unit member that they are due for evaluation that term:

- 10 A. The bargaining unit member will be asked to review Article 5.7 and the Committee Chair
- 11 will answer any questions about it.
- 12 B. The bargaining unit member will be provided with their procedural rights and given a
- 13 preliminary timeline of the evaluation.
- 14 C. The bargaining unit member will also be given the opportunity to complete a Self-
- 15 Appraisal Form, which is optional for part-time bargaining unit members.
- 16
- 17
- 18
- 19

20 The Evaluation Committee will include one peer evaluator selected by the Committee Chair. If  
 21 the unit member has legitimate concerns about the selected peer evaluator’s ability to conduct  
 22 an unbiased evaluation, they may submit a written request for review to the appropriate vice  
 23 president within three (3) business days of being notified by the Committee Chair. The vice

1 president will review the unit member's concerns and either confirm the selected peer evaluator  
2 or appoint a different peer evaluator, in consultation with the Faculty Association leadership.  
3

4 The peer evaluator shall be a full-time member of the Shasta College faculty. The peer  
5 evaluator must have undergone at least one evaluation cycle before they can participate as an  
6 evaluator. Once the peer evaluator has been identified, the Chair will verify the peer evaluator  
7 has completed the required training within the previous three (3) years. If not, the peer evaluator  
8 must complete the training prior to conducting a Worksite Observation. The supervising  
9 administrator will work with the Faculty Coordinator of the area to identify and assign peer  
10 evaluators each semester, ensuring that observations are equally distributed among full-time  
11 faculty in the area and performed within the established timeline. Peer evaluators may be  
12 assigned from outside of the part-time unit member's area if there is not a sufficient pool of full-  
13 time faculty eligible to conduct observations.  
14

#### 15 **5.7.2 Part-Time Faculty Mentor**

16  
17 A new part-time bargaining unit member may request a mentor or the supervising  
18 administrator may assign a mentor to a new part-time unit member to facilitate the transition  
19 into the culture, mission, and procedures of Shasta College (see Article 5.3 for mentor  
20 definition). At any time after the first semester of employment, a faculty mentor may be  
21 assigned at the request of the part-time bargaining unit member or if the unit member and  
22 supervising administrator mutually agree that a mentor would be valuable. The mentor must  
23 be a bargaining unit member who is tenured or in the last year of the tenure process.  
24

#### 25 **5.7.3 Ordering the Student Opinion Surveys**

26  
27 Student Opinion Surveys will be ordered by the Chair from the Research Office.  
28

29 For instructional faculty, the Chair will provide the Research Office with instructor names,  
30 section numbers, start dates, and modalities for all courses scheduled for the semester in  
31 which the evaluation will take place. For non-instructional faculty, the Chair will provide the  
32 Research Office with the name and faculty type (i.e., counselor, athletic trainer, psychological  
33 counselor, librarian) to be surveyed. The Research Office will administer the appropriate  
34 student opinion survey between Weeks 10 and 12 of the term in which the evaluation takes  
35 place. Survey results will be made available to the Chair by Week 14 of the semester.  
36

#### 37 **5.7.4 Completion of the Self-Appraisal**

38  
39 By Week 14 of the semester, the part-time bargaining unit member has the option to submit a  
40 completed Self-Appraisal Form to the Committee Chair. The Self-Appraisal for part-time  
41 bargaining unit members should include professional development activities the unit member  
42 was involved in since the time of their last evaluation.  
43

#### 44 **5.7.5 Worksite Observations**

45  
46 The faculty peer evaluator will complete at least one Worksite Observation in accordance  
47 with Article 5.4.3 and complete the appropriate Worksite Observation Form. Additional  
48 observations by the faculty peer evaluator or the Committee Chair may be conducted at the  
49 discretion of the Evaluation Committee members.  
50

51 Whenever possible,

- 52 A. Evaluators will observe different class sections, courses, or worksite situations;  
53

1 B. Worksite observations will typically be conducted for instructional assignments, in  
2 Weeks 4-8, and they may be performed as late as Week 10. Observations of non-  
3 instructional assignments may be conducted outside this timeframe so long as they  
4 do not disrupt the other timelines in this process.  
5

6 The part-time bargaining unit member being evaluated may request or the Committee Chair  
7 may require a second observation by a different peer evaluator. The Committee Chair shall  
8 select the second evaluator. The unit member may address any concerns with the selected  
9 evaluator following the procedure described in Article 5.7.1.  
10

#### 11 **5.7.6 Summary Report and Evaluation Review Meeting**

12

13 The Committee Chair will review the Student Opinion Surveys, Self-Appraisal (if one was  
14 submitted), and Worksite Observations and will draft the Summary Report. The report will be  
15 based upon observable results as evidenced in the observations, student evaluations, and  
16 procedural and professional responsibilities as detailed in the appropriate Summary Report  
17 Form. The Committee Chair will then present the part-time bargaining unit member being  
18 evaluated with the draft Summary Report. When possible, this will occur at the end of the  
19 semester in which the evaluation takes place or within the first three weeks of the following  
20 semester. Either the Committee Chair or the part-time bargaining unit member may request  
21 to meet to review the Summary Report.  
22

23 The Report will be signed both by the regular bargaining unit member and the Committee  
24 Chair. The part-time bargaining unit member shall have the opportunity to present their own  
25 comments in writing within ten (10) business days of receiving the written Report on the  
26 substance of the Report. Any comments received will be attached to the Evaluation Portfolio  
27 for eventual placement in the Personnel File. Signing the Report does not necessarily  
28 indicate that the evaluated bargaining unit member agrees with the Report, but only that they  
29 have received and read the Report. The part-time bargaining unit member will receive a copy  
30 of the signed Report.  
31

#### 32 **5.7.7 Subsequent Actions**

33

34 The entire Evaluation Portfolio, including comments from the bargaining unit member (if any  
35 are submitted), will be submitted to the appropriate vice president for review. The vice  
36 president may provide additional feedback to either the part-time bargaining unit member or  
37 the Committee Chair. The vice president will submit the entire Evaluation Portfolio to the  
38 Office of Human Resources for inclusion in the bargaining unit member's Personnel File.  
39

40 A Summary Report which has identified areas as "needs improvement" or "does not meet" may  
41 require a Performance Improvement Plan as described in Article 16.3. In the event it is  
42 determined the unit member must complete a Performance Improvement Plan, the Committee  
43 Chair will develop a remediation plan following the guidelines. The Performance Improvement  
44 Plan should take place within two semesters of the initial evaluation but may be extended based  
45 on the availability of courses and the member's availability to be assigned courses.  
46

#### 47 **5.7.8 Classes Less Than Six (6) Weeks in Length**

48

49 Classes less than six (6) weeks in length taught by part-time bargaining unit members are not  
50 subject to the evaluation procedures above, unless the course is regularly taught and the unit  
51 member has not otherwise been evaluated.  
52  
53  
54

**5.8 FULL-TIME TEMPORARY FACULTY EVALUATION PROCEDURES**

A full-time temporary bargaining unit member may be a 1-2 semester substitute or a bargaining unit member employed on a year-to-year contract under certain categorical sources of funding. All full-time temporary bargaining unit members will be evaluated for the first two years of service to the District. They will then be evaluated at least every three (3) years following that. Article 5.8.1-5.8.8 describe the initial 2-year evaluation period. Article 5.8.9 describes the evaluation process after the 2-year evaluation period.

This is an approximate evaluation timeline for full-time temporary bargaining unit members:

<b>Fall Semester Year 1</b>	<b>Tasks:</b>
<i>Prior spring and/or early fall:</i>	Evaluation Committee formed; approved by Academic Senate before observations begin. Mentor assigned
<i>Weeks 1-3:</i>	1 <sup>st</sup> Evaluation Committee meeting held. Student Opinion Surveys ordered
<i>Weeks 4-8:</i>	Worksite observations typically conducted for instructional assignments (may be done as late as Week 10). Observations of non-instructional assignments may be conducted outside this timeframe so long as they do not disrupt the other timelines in this process.
<i>Week 12:</i>	Student Opinion Surveys provided to Chair. Self-Appraisal and Professional Activities Forms due to Chair
<i>Weeks 12-14:</i>	2 <sup>nd</sup> Evaluation Committee meeting held and Evaluation Portfolio finalized
<i>Week 15:</i>	Evaluation Portfolio due to Office of Instruction
<i>Winter Break</i>	Student Opinion Surveys provided to full-time temporary unit member
<b>Spring Semester Year 1</b>	<b>Tasks:</b>
<i>Weeks 1-3:</i>	Student Opinion Surveys ordered
<i>Weeks 4-8:</i>	Worksite observations typically conducted for instructional assignments (may be done as late as Week 10). Observations of non-instructional assignments may be conducted outside this timeframe so long as they do not disrupt the other timelines in this process.
<i>Week 12:</i>	Student Opinion Surveys provided to Chair; these will be reviewed at the next fall's Evaluation Committee meeting
<i>All spring</i>	Full-time temporary unit member may confer with Evaluation Committee, mentor, or others on issues related to worksite performance
<i>Summer Break</i>	Student Opinion Surveys provided to full-time temporary unit member
<b>Fall Semester Year 2</b>	<b>Tasks:</b>
<i>See above</i>	Same process followed as above for Year 2 evaluation
<b>Subsequent Evaluations</b>	<b>Tasks:</b>
<i>Every six semesters</i>	One evaluation will take place every six semesters beyond the first evaluation sequence

1 **5.8.1 Formation of the Evaluation Committee**

2  
3 Typically, the supervising administrator will serve as the Committee Chair for evaluations of full-  
4 time temporary bargaining unit members. Some full-time temporary positions are substitute  
5 positions of 1-2 semesters in length, such as a sabbatical replacement. In such cases, an  
6 Evaluation Committee consisting of the Committee Chair and one peer is acceptable. For most  
7 other full-time temporary Evaluation Committees; it is recommended that the bargaining  
8 member have a full committee including a Committee Chair and three (3) peer evaluators.  
9 Evaluation Committee members may be tenured, in the last year of the tenure process,  
10 or a full-time temporary faculty member who has been employed by the District for at  
11 least three years.

12  
13 Under Education Code, Section 87475, one year of service may be applied toward tenure if the  
14 full-time temporary bargaining unit member is hired as a probationary faculty member. One  
15 year may only be applied if at least one year of service to the District included a full Evaluation  
16 Committee. It is therefore important that the initial process reflect the tenure process undergone  
17 by probationary bargaining unit members.

18  
19 The Committee Chair will select the Evaluation Committee in consultation with those who  
20 served on the initial hiring committee. Evaluation Committee members ideally should include  
21 peer evaluators who served on the initial hiring committee. The Evaluation Committee should  
22 include at least one subject matter expert and will constitute diverse membership that will  
23 provide the bargaining unit member with a variety of perspectives on their work performance.  
24 The Academic Senate shall confirm members of the Evaluation Committee.

25  
26 Once the Committee has been finalized, the Chair will verify all peer evaluators have  
27 completed the required training within the previous three (3) years. If not, the peer evaluators  
28 must complete the training prior to conducting a Worksite Observation. When requested,  
29 EPOC may conduct the training at the first Committee meeting.

30  
31 If any member of the Evaluation Committee fails to fulfill their obligations in a professional  
32 manner, the Chair may remove the member from the Committee.

33  
34 **5.8.2 Mentor**

35  
36 Full-time temporary bargaining unit members will be assigned a mentor by the Committee Chair  
37 in the first year of service. A mentor may be assigned thereafter when requested by either the  
38 Evaluation Committee or the appropriate vice president. The mentor may not be part of the  
39 Evaluation Committee. Mentors shall meet with their mentees for up to one hour per week  
40 during the semester. Meetings will ideally take place in person but may take place by phone or  
41 videoconferencing technology. The mentor must be a bargaining unit member who is tenured or  
42 in the last year of the tenure process, or a full-time temporary faculty member who has  
43 been employed by the District for at least three years.

44  
45 **5.8.3 First committee meeting**

46  
47 The Evaluation Committee must meet at the beginning of each semester of the evaluation  
48 process prior to conducting any observations. Prior to or at the beginning of each semester,  
49 the Committee Chair will schedule the first meeting.

50  
51 Instructional full-time temporary bargaining unit members will provide each Evaluation  
52 Committee member with all syllabi prior to the first meeting. At any time during the  
53 evaluation process, the committee may also request assignments, exams, or other course

1 materials, including examples of graded work, to evaluate the integrity of the course and  
2 validate evaluation conclusions.

3  
4 At the first meeting of each semester, the Evaluation Committee will meet without the full-time  
5 unit member to organize the semester's work. They will review the semester evaluation  
6 process, timelines, prior semesters' performance, and to set goals and objectives for the  
7 committee. The Committee Chair may provide copies of the full-time temporary unit member's  
8 previous evaluation (if one exists) to the committee members. Evaluation Committee members  
9 for instructional unit members may also review the unit member's syllabi and any other  
10 requested materials.

11  
12 The Evaluation Committee will then ask the full-time temporary bargaining unit member to join  
13 the first meeting. The Committee will discuss the procedures and timelines for the evaluation  
14 with the full-time temporary unit member, review any outstanding concerns, and, whenever  
15 possible, set the Worksite Observation dates.

16  
17 At each meeting, the bargaining unit member will be directed to their procedural rights and the  
18 Self-Appraisal Form and be asked to review Article 5.

#### 19 20 **5.8.4 Ordering the Student Opinion Surveys**

21  
22 Student Opinion Surveys will be ordered by the Chair from the Research Office.

23  
24 For instructional faculty, the Chair will provide the Research Office with instructor names,  
25 section numbers, start dates, and modalities for all courses scheduled in the year in which  
26 the evaluation will take place. For non-instructional faculty, the Chair will provide the  
27 Research Office with the name and faculty type (i.e., counselor, athletic trainer, psychological  
28 counselor, librarian) to be surveyed. The Research Office will administer the appropriate  
29 student opinion survey between Weeks 10 and 12 of the terms in which the evaluation takes  
30 place. Survey results will be made available to the Chair by Week 14 of the fall semester.

31  
32 Both spring and fall Student Opinion Surveys will be used in the Summary Report completed  
33 each fall.

#### 34 35 **5.8.5 Completion of the Self-Appraisal and Professional Activities Forms**

36  
37 By Week 14 of the fall semester, the bargaining unit member will submit a completed Self-  
38 Appraisal Form and a completed Professional Activities Form to the Committee Chair. The  
39 Professional Activities Form should include activities the unit member was involved in since  
40 their last evaluation.

#### 41 42 **5.8.6 Worksite Observations**

43  
44 Each member of the Evaluation Committee will complete at least one Worksite Observation  
45 in accordance with Article 5.4.3 and complete the appropriate Worksite Observation Form.  
46 Additional observations may be conducted at the discretion of the Evaluation Committee.

47  
48 Whenever possible,

- 49  
50 A. Evaluators will observe different class sections, courses, or worksite situations.  
51  
52 B. Worksite observations will typically be conducted for instructional assignments, in Weeks  
53 4-8, and they may be performed as late as Week 10. Observations of non-instructional

1 assignments may be conducted outside this timeframe so long as they do not disrupt the  
2 other timelines in this process.

3  
4 C. Observations by the Committee Chair and peer evaluators will be conducted in  
5 different weeks.

6  
7 Worksite Observations may, at the discretion of the Evaluation Committee, be  
8 recommended for the spring semester. If these are completed, the committee will  
9 incorporate them into the fall evaluation in the next year.

#### 10 11 **5.8.7 Drafting of the Summary Report**

12  
13 The Evaluation Committee will review the Student Opinion Surveys (spring and fall), Self-  
14 Appraisal Form, Professional Activities Form, and Worksite Observations in preparation for the  
15 Summary Report. The Evaluation Committee must have input on the final draft of all Semester  
16 Summary Reports. Either the Committee Chair or the Evaluation Committee may draft the initial  
17 Summary Report.

18  
19 The Report will be based upon observable results as evidenced in the observations, student  
20 evaluations, and procedural and professional responsibilities as detailed in the appropriate  
21 Summary Report Form. The Committee Chair will then schedule an evaluation review  
22 meeting with the temporary bargaining unit member being evaluated. This meeting may take  
23 place at the end of the fall semester or within the first three weeks of the following spring  
24 semester. The Evaluation Committee should be present for the meeting, but the meeting may  
25 proceed if one Committee member is unable to attend.

26  
27 The Report will be signed by the full-time temporary bargaining unit member and all  
28 Committee members. The bargaining unit member shall have the opportunity to present their  
29 own comments in writing within ten (10) business days of receiving the written Report on the  
30 substance of the Report. Any comments received will be attached to the Evaluation Portfolio  
31 for eventual inclusion in the Personnel File. Signing the Report does not necessarily indicate  
32 that the evaluated bargaining unit member agrees with the Report, but only that they have  
33 received and read the Report. The full-time temporary bargaining unit member will receive a  
34 copy of the signed Report.

35  
36 The Evaluation Committee is not required to meet in the spring term. As noted above,  
37 Student Opinion Surveys will be issued, and the Evaluation Committee may opt to conduct  
38 observations in the spring term. The full-time temporary bargaining unit member is  
39 encouraged to use the spring term for professional development activities, which could  
40 include discussions with the mentor or the Evaluation Committee members on pedagogy or  
41 areas for growth as identified in the evaluation or the Self-Appraisal.

#### 42 43 **5.8.8 Subsequent Actions**

44  
45 The entire Evaluation Portfolio, including comments from the bargaining unit member (if any  
46 are submitted), will be submitted to the appropriate vice president for review. The vice  
47 president may provide additional feedback to either the bargaining unit member or the  
48 Committee Chair. The vice president will submit the entire Evaluation Portfolio to the Office  
49 of Human Resources for inclusion in the bargaining unit member's Personnel File.

1 **5.8.9 Subsequent Evaluations**

2  
3 After the initial 2-year evaluation period described in Articles 5.8.1-5.8.8, full-time temporary  
4 bargaining unit members will undergo evaluation every three (3) years and follow the  
5 evaluation process for tenured bargaining unit members described in Article 5.6.

6  
7 If the full-time temporary bargaining unit member is hired as a probationary faculty member,  
8 under Education Code Section 87475, one year of their previous full-time service may be  
9 applied toward their tenure review process. According to Education Code, the one year may  
10 only be applied if at least one year of service to the District included a full Evaluation Committee  
11 and if in the year immediately preceding the service the bargaining unit member has served as  
12 a temporary faculty member for at least 75 percent of the number of days for that year. Full-  
13 time temporary bargaining unit members who satisfy these requirements and are hired as  
14 probationary faculty members will begin their tenure process in Year 2 and be subject to the  
15 probationary faculty evaluation processes described in Article 5.5.

16  
17 **5.9 GRIEVABILITY**

18  
19 The evaluation procedure for bargaining unit members may be subject to the grievance  
20 procedures in accordance with Article 10. The content of evaluations is not subject to the  
21 grievance procedure set forth in Article 10.

22  
23 **5.10 PERSONNEL FILES**

24  
25 Prior to placing any derogatory information into the official personnel file for a bargaining unit  
26 member, the appropriate administrator must offer the member an opportunity to meet to  
27 review the concern in detail. After 10 days, if the bargaining unit member fails to respond to  
28 the offer to meet, the information will be placed in the personnel file.

29  
30 Any written derogatory information to be included in the personnel file must be approved  
31 by the Superintendent/President or the appropriate vice president prior to placing the  
32 information into the official personnel file. The bargaining unit member shall have ten (10)  
33 days from being notified of the intent to place written derogatory information into their  
34 official personnel file to submit comments in writing. The bargaining unit member's written  
35 comments shall be included in the personnel file.

36  
37 **ARTICLE 6.0 – LEAVES**

38  
39 **6.1 INTRODUCTION**

40  
41 The purpose of this article is to outline leave provisions available to unit members. Further,  
42 these leave provisions must comply with Education Code and/or any other related state and  
43 federal regulations.

44  
45 **6.1.2 Definitions**

46  
47 For the purpose of this Article, the following definitions will apply:

48  
49 **6.1.2.1 Immediate Family:**

- 50  
51 A. The bargaining unit member's spouse or registered domestic partner, children or legal  
52 dependents, foster child, mother, father, sister, brother, niece, nephew, stepparents,  
53 aunt, uncle, grandmother, grandfather, grandchild; son-in-law, daughter-in-law,  
54 stepchild, brother-in-law, or sister-in-law; and,

- 1 B. The bargaining unit member's spouse's or registered domestic partner's children or legal  
2 dependents, foster child, mother, father, sister, brother, niece, nephew, stepparents,  
3 aunt, uncle, grandmother, grandfather, grandchild; son-in-law, daughter-in-law,  
4 stepchild, brother-in-law, or sister-in-law; and,  
5  
6 C. Any significant other or relative living in the bargaining unit member's immediate  
7 household.  
8

9 **6.1.2.2 Paid Leave:** Any leave for which the bargaining unit member receives any  
10 remuneration from the District in the form of salary and/or fringe benefits. All other  
11 leaves will be considered unpaid.  
12

13 **6.1.2.3 Days:** As used in this article, days refers to contract days.  
14

## 15 **6.2 LEAVES AND TRANSFER POLICIES**

16  
17 When any provision of the California State Education Code expressly authorizes or requires the  
18 Board of a school district to grant a leave of absence for any purpose or for any period of time to  
19 persons employed in academic positions, that express authorization or requirement does not  
20 deprive the Board of the power to grant leaves of absence with or without pay to such  
21 bargaining unit members for other purposes or for other periods of time, so long as the Board  
22 does not deprive any bargaining unit member of any leave of absence to which they are entitled  
23 by law. (Education Code, Section 87764.)  
24

### 25 **6.2.1. Short-Term Leaves**

#### 26 **6.2.1.1 Personal Illness and Injury**

##### 27 A. Sick Leave Accrual

28  
29 Full-time faculty working 175 contracted days/1050 hours a year will earn 60  
30 hours/10 days of basic sick leave for each contract year of service. The amount of  
31 sick leave per hour (60/1050) would be .057142 (rounded to .06) hours of sick  
32 leave hours earned for every hour worked.  
33  
34

35  
36 Full-time faculty working 195 contracted days/1365 hours a year will earn 77  
37 hours/11 days of basic sick leave for each contract year of service. The amount of  
38 sick leave per hour (77/1365) would be .056410 (rounded to .06) hours of sick  
39 leave hours earned for every hour worked.  
40

41 In no case shall basic sick leave accruals for full-time faculty exceed twelve (12)  
42 days per contract year.  
43

44 Basic sick leave accrual for full-time faculty hired for less than a full contract year  
45 will be prorated to the same percentage of the full-time assignment.  
46

47 Part-time faculty and full-time faculty teaching overload will receive .06 hours of  
48 sick leave for every clock hour worked.  
49

- 50 B. Credit for this leave of absence is provided annually at the beginning of each  
51 bargaining unit member's contract year and may be taken at any time during the  
52 contract year. If the entire leave of absence entitlement is not utilized during the

1 contract year, the remaining days shall be allowed to accumulate from year to year with  
2 no limit on the number of days which may be accumulated.

3  
4 C. Any bargaining unit member who has been employed by the District for one or more  
5 contract years and who accepts an academic position in another California Community  
6 College District shall be eligible to transfer their accumulated days of leave of absence  
7 for illness or injury in accordance with Section 87782 of the California Education Code.

8  
9 D. Bargaining unit members must notify the division office of any absences at the earliest  
10 opportunity so that students can be notified.

11  
12 E. In-person or synchronous online instruction may not be replaced by asynchronous  
13 online instruction in case of an absence.

14  
15 F. Absences of longer than two days in an in-person or synchronous online course  
16 generally mean a substitute should be employed. In such cases, whenever possible,  
17 the bargaining unit member will assist the supervising administrator in finding an  
18 appropriate substitute from among the District's academic employees. The District will  
19 pay for any substitutes employed in such situations. Substitutes will be paid on their  
20 respective range and step of the part-time salary schedule.

21  
22 G. Bargaining unit members are required to submit a written absence report within two (2)  
23 working days after return to duty to use their sick leave allowance.

24 H. If the absence exceeds five (5) working days, the bargaining unit member shall provide  
25 the Office of Human Resources with a certification by a health care provider that  
26 verifies the employee's inability to work and provides a release to return to duty, with or  
27 without restrictions.

28  
29 I. Bargaining unit members who are absent from duties on account of illness less than  
30 one (1) day but from three (3) to five (5) hours shall be charged for one-half day sick  
31 leave. Absence less than three (3) hours shall not be charged as long as scheduled  
32 assignments are not missed. When scheduled assignments are missed for less than  
33 three hours, sick leave will be deducted for each hour of the scheduled assignment  
34 missed. Bargaining unit members who teach synchronous online courses, will be  
35 charged the same as bargaining unit members who teach in-person.

36  
37 J. Consistent with Labor Code Sections 233 and 246.5, a unit member may use in any  
38 calendar year the unit member's accrued and available sick leave entitlement, in an  
39 amount not less than the sick leave that would be accrued during six months at the unit  
40 member's then current rate of entitlement, for any of the following:

- 41  
42 1) diagnosis, care, or treatment of an existing health condition of, or preventive care for,  
43 an employee or an employee's immediate family member; or  
44  
45 2) for an employee who is a victim of domestic violence, sexual assault, or stalking, the  
46 purposes described in subdivision (c) of Labor Code Section 230 and subdivision (a)  
47 of Section 230.1.

48  
49 This type of leave shall run concurrently with, and does not extend, the maximum period  
50 of leave to which an employee is entitled under Section 12945.2 of the Government  
51 Code or under the federal Family and Medical Leave Act of 1993 (29 U.S.C. Sec. 2601  
52 et seq.), regardless of whether the employee receives sick leave compensation during  
53 that leave.

- 1 K. Bargaining unit members may use their sick leave for parental leave for up to 12 workweeks.  
2 Parental leave may be taken incrementally or consecutively but must be taken within 12  
3 months following the date of birth or adoption of a child. Bargaining unit members  
4 exhausting all current and accumulated sick leave before receiving all 12 workweeks of  
5 parental leave will be paid no less than 50% of their regular salary for the remaining portion  
6 of their parental leave as long as they meet the eligibility requirements of the California  
7 Family Rights Act.  
8
- 9 L. When a bargaining unit member is absent from duty on account of illness or accident for a  
10 period of five (5) school months or less, whether or not the absence arises out of or in the  
11 course of their employment, the amount deducted from the salary due for any month in  
12 which the absence occurs shall not exceed the sum which is actually paid a substitute  
13 employed to fill this position during an absence or, if no substitute was employed, the  
14 amount which would have been paid to the substitute had a substitute been employed. The  
15 District shall make every reasonable effort to secure the services of a substitute.  
16
- 17 M. When bargaining unit members are absent from duty on account of illness for a period of  
18 more than five (5) school months, or when a bargaining unit member is absent from duty for  
19 a cause other than illness, and upon exhaustion of all available paid leaves, the bargaining  
20 unit member will be placed on a 39-month reemployment list unless the Board approves a  
21 leave.  
22

#### 23 **6.2.1.2 Personal Necessity**

24  
25 Any days of leave of absence for illness or injury earned pursuant to Education Code Sections  
26 87781 and 87784 may be used by a bargaining unit member in cases of compelling personal  
27 importance, not to exceed six (6) days in any school year. Such leave is deducted from personal  
28 illness and injury leave (sick leave). For the purposes of this Article, "personal necessity" means  
29 obligations or unavoidable duties of an employee that must be performed during scheduled  
30 working hours including but not limited to:  
31

- 32 A. Death or serious illness of a member of his immediate family;  
33 B. Accident, involving his person or property, or the person or property of a member of his  
34 immediate family.  
35 C. Emergencies related to the faculty member's home or to their immediate family members;  
36 D. Appointments for the purpose of conducting personal legal affairs or financial transactions  
37 that cannot be conducted outside of working hours;  
38 E. Observance of a major religious holiday of the employee's faith;  
39 F. Attendance at a funeral service not specified in Article 6.2.1.4;  
40 G. Natural disasters that prevent a faculty member from meeting all or part of their assigned  
41 duties;  
42 H. Attendance at significant family events.  
43

#### 44 **6.2.1.3 Absences**

45  
46 The division office should be notified prior to an absence except where otherwise provided for in  
47 this contract.  
48

#### 49 **6.2.1.4 Bereavement Leave**

50  
51 Every bargaining unit member is entitled to a leave of absence, not to exceed five (5) days, in  
52 the event of a death of any member of their immediate family. The leave must be completed  
53 within 3 months of the date of death. The days of bereavement leave do not have to be taken

1 consecutively. No deduction shall be made from the salary of such bargaining unit member, nor  
2 shall such leave be deducted from other leaves granted by the Board of the District.

3  
4 **6.2.1.5 Witness and Jury Duty**

5  
6 Each full-time unit member will be provided leave for regularly called jury or witness duty in the  
7 manner provided by law. Whenever possible, the unit member shall submit a written request for  
8 an approved absence no less than ten (10) days prior to the beginning date of the jury service.

9  
10 While serving on jury duty or as a witness, the unit member will receive regular earnings from  
11 the District. In the event a payment is received for jury service, it will be endorsed over to the  
12 District. The unit member shall retain any mileage and/or meal allowances paid as a result of  
13 jury service.

14  
15 Members who request a leave in order to be a compensated expert witness during duty hours  
16 must be approved by the appropriate Vice President, upon the recommendation of the  
17 supervising Dean, provided that the following conditions are met:

- 18 A. A suitable substitute is obtained by the District, and the District is reimbursed by the  
19 professional expert witness for the cost of the substitute.
- 20
- 21 B. The bargaining unit member meets their weekly contractual 35-hour per week obligation.
- 22
- 23 C. The bargaining unit member's absence does not adversely affect students or division  
24 operations.

25  
26 **6.2.1.6 Industrial Accident and Illness Leave**

- 27
- 28 A. Industrial Accident and Illness Leave shall be for not more than sixty (60) days during  
29 which the College is required to be in session or when the bargaining unit member  
30 would, otherwise, have been performing work for the District in any one fiscal year for  
31 the same accident. Such Industrial Accident and Illness Leave shall commence on the  
32 first day of absence and shall not be accumulated from year to year.
- 33
- 34 B. When a bargaining unit member is absent from duty due to an industrial accident or  
35 illness, the bargaining unit member shall be paid the portion of the salary due for any  
36 months in which the absence occurs as, when added to the temporary disability  
37 indemnity under Division 4.5 of the Labor Code, will result in a payment of no more than  
38 the bargaining unit member's full salary. The phrase "full salary" shall be computed so  
39 that it shall not be less than the bargaining unit member's average weekly earnings, as  
40 that phrase is utilized in Section 4453 of the Labor Code. The maximum minimum  
41 average weekly earnings set forth in Section 4452 of the Labor Code shall, otherwise,  
42 not be deemed applicable.
- 43
- 44 C. Industrial Accident and Illness Leave shall be reduced by one (1) day for each day of  
45 authorized absence regardless of the temporary disability indemnity award. When an  
46 Industrial Accident and illness Leave overlaps into the next fiscal year, the bargaining  
47 unit member shall be entitled to only the amount of unused leave due for the same  
48 illness or injury.
- 49
- 50 D. Upon termination of the Industrial Accident and Illness Leave, the bargaining unit  
51 member shall be entitled to sick leave benefits or any other applicable leave as outlined  
52 in this section or in the California State Education Code; and the absence shall be  
53 deemed to have commenced on the date of termination of the Industrial Accident and  
54 Illness Leave, provided that if the bargaining unit member continues to receive

1 temporary disability indemnity, the bargaining unit member may elect to take as much  
2 accumulated sick leave which, when added to the temporary disability indemnity, will  
3 result in a payment of not more than their full salary.  
4

- 5 E. During any paid leave of absence, the bargaining unit member shall endorse to the  
6 District the temporary disability indemnity check received on account of the industrial  
7 accident or illness. The District, in turn, shall issue the bargaining unit member  
8 appropriate salary warrants for payment of the bargaining unit member's salary and shall  
9 deduct normal retirement and other authorized contributions.

10  
11 **6.2.1.7 Professional Development Leaves**  
12

13 With pre-approval from the supervising administrator, bargaining unit members may take leave  
14 from regular work duties to participate in professional development opportunities. No sick or  
15 personal necessity days will be deducted for such participation. With pre-approval from the  
16 supervising administrator, individual flex hours may be claimed for any activities beyond a 6-  
17 hour day. Travel time may not be claimed for flex hours.

18 Professional development leaves generally may not take a bargaining unit from the classroom  
19 for more than one week of consecutive workdays during an academic term. Absences of  
20 longer than two days generally mean a substitute should be employed. In such cases, the  
21 bargaining unit member will assist the supervising administrator in finding an appropriate  
22 substitute from among the District's certificated employees. The District will pay for any  
23 substitutes employed in such situations.  
24

25 **6.2.2 Long-Term Leaves**  
26

27 **6.2.2.1 Sabbatical Leave**  
28

29 Under the provisions of the California Education Code, Sections 87767-87775, the Board may  
30 grant any tenured bargaining unit member a leave of absence of a half or full academic year for  
31 projects or study that will benefit faculty, the District, and the students. For bargaining unit  
32 members on a 175-day contract, a half-year sabbatical will typically include one full semester  
33 (fall or spring), and a full year sabbatical will include two semesters. For bargaining unit  
34 members on a 195-day contract, a half-year sabbatical will typically include one full semester  
35 (fall or spring), plus ten additional days, and a full year sabbatical will include two semesters,  
36 plus twenty additional days.  
37

38 Subject to available funding, at least two half or one full-year sabbaticals will be granted every  
39 year if there are applicants whose projects are deemed qualified as determined by the following  
40 criteria and processes.  
41

42 A. Purpose of Sabbatical Leave:  
43

44 The purpose of sabbatical leaves is to provide the opportunity for bargaining unit  
45 members to improve those professional skills which will benefit student learning and  
46 success. In addition, sabbaticals provide an opportunity for bargaining unit members to  
47 participate in activities away from the District that will renew and revitalize the unit  
48 members' contribution to the students and the District. Sabbaticals should be directly  
49 tied to the District's Mission, Vision, Strategic Plan, vision, and identified needs from  
50 program reviews.  
51  
52  
53  
54

1 B. Eligibility:

2  
3 Tenured bargaining unit members are eligible to apply for either a half year or full  
4 academic year sabbatical after completion of six (6) consecutive years of full-time  
5 academic service to the District. Applicants may apply in fall of the sixth year. A one-  
6 year sabbatical may be split over two non-consecutive half years, but the entire  
7 sabbatical must be completed within three (3) years. The bargaining unit member shall  
8 be employed at least half time during a particular year in order for that year to qualify as  
9 one of the six consecutive years of academic service. Part-time service may count  
10 toward the six years after achieving tenure status. Part-time service to the District and  
11 service as a full-time temporary faculty may count toward the six years after achieving  
12 tenure status.

13  
14 Since only one sabbatical leave may be granted in each six-year period, bargaining unit  
15 members are ineligible to apply for an additional sabbatical until the sixth year after  
16 returning from a prior sabbatical leave.

17  
18 Unit members who are granted a half year sabbatical leave must render at least one full  
19 year of service to the District upon return from the leave. Unit members who are granted  
20 a full year sabbatical leave must render at least two full years of service to the District  
21 upon return from the leave.

22  
23 Sabbatical leaves will not constitute a break in the continuity of service and shall be  
24 included as a half or full year of service in computing eligibility requirements.

25 C. Compensation:

26  
27 Bargaining unit members granted a sabbatical leave for one half year shall be paid 100  
28 percent of the salary that they were paid when the application was made (adjusted by  
29 appropriate step and contractual salary increases).

30  
31 Bargaining unit members granted a sabbatical leave for a period of one year shall be  
32 paid 85 percent of their annual salary that they were paid when the application was  
33 made (adjusted by appropriate step and contractual salary increases). This also applies  
34 if the sabbatical is granted for two half years within three (3) years of service.

35  
36 Whether on a half or full year sabbatical, the bargaining unit member will be  
37 compensated on the salary schedule used while performing regular service.

38  
39 Prior to beginning the Sabbatical Leave, a Leave of Absence Agreement setting forth  
40 conditions of the leave and requiring one full year of service for a half year sabbatical  
41 and two full years of service for a full year sabbatical following return from sabbatical  
42 leave, must be signed by the bargaining unit member. A bargaining unit member who  
43 fails to fulfill the required period of service subsequent to the leave will be required to  
44 reimburse the District for any salary and benefits received during the sabbatical leave.

45  
46 D. Types of Sabbaticals:

47  
48 All sabbaticals should be designed to benefit student learning and success. The  
49 following are recognized sabbatical types at Shasta College:

- 50  
51 1. To pursue a course of study within one's discipline. Such study may enhance  
52 currency in one's field and/or allow one to teach new or enhanced courses in one's  
53 discipline.  
54

- 1 2. To pursue a course of study in another faculty service area. Such study may allow  
2 one to teach in a different discipline.
- 3
- 4 3. To conduct travel or research that is conducive to improving work effectiveness or  
5 program design related to one's primary assignment.
- 6
- 7 4. To conduct travel or research that is conducive to improving District processes or  
8 practices.
- 9
- 10 5. To work in one's field of expertise to acquire new techniques, knowledge, and/or  
11 materials consistent with current industrial, business, and/or professional practices.
- 12

13 Other types of sabbaticals may be proposed and are subject to the same criteria used to  
14 consider all sabbaticals.

15

16 E. The Sabbatical Evaluation Team:

17

18 The Sabbatical Evaluation Team (SET) is a standing, autonomous workgroup that  
19 provides training on the sabbatical application and reporting process, makes  
20 recommendations on sabbatical application and reporting tools and criteria for  
21 application evaluation, and reviews and evaluates all sabbatical applications and  
22 completed projects. The SET consists of six (6) members. Three (3) members are  
23 appointed by the Superintendent/President and must include the Vice President of  
24 Instruction. Three (3) members are appointed by the Executive Board of the Association  
25 in consultation with the Academic Senate. The Vice President of Instruction will serve as  
26 committee chair. A designee may serve in place of the Vice President of Instruction if  
27 there are extenuating circumstances. When possible, team appointees will serve for  
28 three (3) years and terms may be renewed beyond that. Terms of members should be  
29 staggered to ensure continuity on the team.

30

31 F. Criteria for Evaluating Sabbatical Applications:

32

33 Sabbatical Leave applications shall be evaluated not only in terms of professional value  
34 to the applicant, but in terms of what the applicant may contribute following their return to  
35 the District. Other criteria include, but are not limited, to the following:

- 36
- 37 • Feasibility of the project.
  - 38 • Alignment with the District mission, vision, Strategic Plan goals, and identified needs  
39 from program reviews.
  - 40 • The applicant's professional activities beyond the primary work assignment.
  - 41 • The number of previous sabbaticals taken.

42

43 The full criteria are specified in the rubric used to evaluate sabbaticals. Changes to the  
44 rubric may be proposed by the District, the Association, Sabbatical Evaluation Team  
45 (SET), or the Academic Senate. All changes must be agreed upon by both the District  
46 and the Association. No changes may be made during the application and selection  
47 period for sabbaticals.

48

49 G. Examples of Sabbatical Projects:

50

51 The following are examples of possible sabbaticals at Shasta College:

52

1. Coursework within one's discipline: 6-9+ units (or the equivalent) per half year in one's area to enhance one's teaching skills or to build capacity to teach a new course or develop a new program. May be done in combination with course or program redesign or creation.
  - Benefits to District: Improvement of teaching; currency and fresh ideas on course and program design.
2. Coursework in another faculty service area: 6-9+ units (or the equivalent) per half year in a different discipline for the purpose of retraining. May be useful where the District has a need in an area and/or enrollments in one's area are declining.
  - Benefits to District: Better capacity to address enrollment trends; greater flexibility in faculty assignments.
3. Travel or research to improve work effectiveness or program design related to one's primary assignment; may include visits to other institutions to learn new curriculum or best practices in student engagement.
  - Benefits to District: Improvement of teaching; improvement in course and program design.
4. Travel or research to improve District processes or practices may include visits to other institutions to learn how others handle similar processes or tasks, how they are organized, or how they function.
  - Benefits to District: Improved processes; fresh ideas on addressing common challenges.
5. To work in one's field of expertise to acquire new techniques, knowledge, and/or materials consistent with current industrial, business, and/or professional practices.
  - Benefits to District: Added currency to primary work assignment; networking with employers and colleagues in industry or at other institutions.

Examples of successful sabbatical applications will be posted on the Sabbatical Evaluation Team (SET) website.

#### H. Application Timeline and Process

Timeline of the application process:

- |                        |   |
|------------------------|---|
| <i>By September 1:</i> | SET provides training to prospective applicants. Prospective applicants are encouraged to discuss proposed sabbatical project with the supervising administrator. |
| <i>By October 1:</i>   | Full sabbatical application is due to the SET.  |
| <i>By November 1:</i>  | SET ranks the applications and makes recommendations to the Superintendent/President.   |

1 *November/December*

2 *Board meeting:* Superintendent/President makes recommendations to  
3 the Board of Trustees.  
4

5 *December/January*

6 *Board meeting:* Board of Trustees makes decision on granting  
7 sabbaticals.  
8

9 *By February 15:*

Applicants receive written notification of outcome of  
10 sabbatical requests.  
11

12 *July 1 or after:*

Sabbaticals must begin within the subsequent academic  
13 year.  
14

15 Application and selection process:  
16

17 *SET training by September 1:* The SET will provide training to prospective applicants.  
18 Prospective applicants are encouraged to discuss proposed sabbatical project with the  
19 supervising administrator. Training may be offered in the spring of the previous year.  
20 Every effort will be made to make the training available to prospective applicants before  
21 they apply.  
22

23 *Full sabbatical application submitted by October 1:* Sabbatical applicants will submit the  
24 full, completed sabbatical application to the SET. Application materials are found online  
25 on the intranet. The sabbatical application (Appendix E-1) includes a Sabbatical Leave  
26 of Absence which sets forth conditions of the leave and service requirements upon  
27 return. Failure to meet this service requirement will require the sabbatical recipient to  
28 reimburse the District for compensation and benefits received during the sabbatical  
29 period.  
30

31 *SET ranks the applications by November 1:* The SET will use the rubric in Appendix E-2  
32 to evaluate and rank the applications and make recommendations. The ranked list and  
33 recommendations will be sent to the Superintendent/President. A recommendation that  
34 the Board approve a sabbatical will be based on whether it meets the criteria established  
35 in this article. Changes to the rubric may be proposed by the District, the Association,  
36 SET, or the Academic Senate. All changes must be agreed upon by both the District  
37 and the Association. No changes may be made during the application and selection  
38 period for sabbaticals.  
39

40 *Superintendent/President recommends sabbaticals to the Board by*  
41 *November/December Board meeting:* The Superintendent/President will make  
42 recommendations to the Board of Trustees. This recommendation will be based on:  
43

- 44 1. Recommendations of the SET.
- 45
- 46 2. Impact of the proposed sabbatical(s) on the District budget and operations.
- 47
- 48 3. Overall distribution of leaves among departments and divisions.
- 49
- 50 4. Impact on curriculum, programs, and operation of departments/divisions should a  
51 sabbatical leave be granted.  
52

53 If the Superintendent/President's priority ranking of sabbatical leave applications differs  
54 from that of the SET, the reasons for the difference shall be communicated to the SET.

1 The Board's Sabbatical Leave Subcommittee (SLC) will consider the recommendations  
2 from both the SET and the President and prepare a recommendation for the Board of  
3 Trustees as a whole.  
4

5 *Board of Trustees decision at December/January Board meeting:* The Board will  
6 formally vote on the SLC's recommendations on granting sabbaticals. After the Board of  
7 Trustees has acted to award sabbatical leaves, applicants not granted a leave may  
8 request, in writing, a confidential meeting with the Vice President of Instruction to obtain  
9 information as to why the leave was not granted.  
10

11 I. Execution of the Sabbatical and Change in Scope of the Project

12 Proposed timelines for conducting a sabbatical will appear in the sabbatical application.  
13 An approved sabbatical will start in either fall or spring of the following year after  
14 approval by the Board. A full year sabbatical split into two half years must be completed  
15 within three years in accordance with the timeline established in the sabbatical  
16 application.  
17

18 If circumstances lead to a change in the sabbatical timeline or scope, the sabbatical  
19 recipient will communicate this to the Vice President of Instruction. The Vice President  
20 of Instruction will consult with the SET and make a recommendation on the request. This  
21 recommendation is subject to final approval by the Superintendent/President.  
22

23 J. Return from Sabbatical and Report of Results

24 Timelines upon return from sabbatical:

25  
26 *120 days from return:* Upon returning from the sabbatical, the unit member will  
27 provide a concise written report to the SET on the  
28 sabbatical leave and what was achieved. The member  
29 will also schedule and offer a report to the campus  
30 community.  
31

32 *150 days from return:* SET will forward the written report and provide an  
33 evaluation to the Superintendent/President of the unit  
34 member's sabbatical.  
35

36 Reports on the results of sabbaticals enable the District to gauge the value of different  
37 sabbaticals and provide feedback to those interested in applying for sabbaticals in the  
38 future. Within one hundred and twenty (120) calendar days following return from leave,  
39 the recipient of the sabbatical leave shall submit to the SET a concise, 3-5 page written  
40 report of the results of the leave. This report shall include:

- 41 1. Account of activities during the leave. These should include any travel itineraries,  
42 institutions and locations visited, meeting dates, names, and titles of persons with  
43 whom there was extensive consultation or collaboration, dates of any formal lectures  
44 delivered.  
45
- 46 2. Statement of outcomes as proposed in the application.  
47
- 48 3. Appraisal of the relationship between the results anticipated and those actually  
49 achieved.  
50
- 51 4. Statement of future activity related to the project, including plans for completion of  
52 the project and new methodology, course design, or curriculum.  
53

1 5. Documentation related to the sabbatical should be appended to the written report,  
2 such as official transcripts or certificates of achievement.

3  
4 The SET may request to meet with the sabbatical recipient to ask questions and gather  
5 more information about what was achieved.

6  
7 Within the 120 days after return, the recipient of the sabbatical leave will also schedule  
8 and offer a report to the campus community, and abstracts of the presentation will be  
9 distributed.

10  
11 The written report and the presentation abstract, along with information on the  
12 presentation date and time, will be submitted to the Office of Instruction and kept on file  
13 for future reference and to benefit future sabbatical applicants.

14  
15 Within 150 days of return, the SET will forward the report and provide a short, written  
16 evaluation on each sabbatical to the Superintendent/President. This evaluation will be  
17 1-2 pages in length and will determine whether the sabbatical adequately met its self-  
18 determined goals. The report will be forwarded to the Superintendent/President. If a  
19 sabbatical has not adequately met its goals, the District may require the bargaining unit  
20 member to reimburse the District for all or some of the costs of the sabbatical.

21  
22 K. Benefits while on Sabbatical

23  
24 While on leave, the bargaining unit member is to be considered an active member of the  
25 bargaining unit and entitled to insurance benefits provided that they continue to pay any  
26 required out-of-pocket insurance premiums. The College District shall pay the same  
27 insurance premiums for the bargaining unit member on leave as is paid for all other  
28 bargaining unit members.

29  
30 Leave time shall be included not only for service and experience on the salary schedule,  
31 but for subsequent leaves and/or retirement. Should the bargaining unit member desire  
32 to maintain state teachers' retirement credit for the period of absence, the bargaining unit  
33 member will pay to the system additional contributions based on the compensation  
34 which is the difference between compensation earned and the compensation earnable  
35 during the period of sabbatical leave (Education Code, Section 22716).

36 L. Accident or Illness while on Sabbatical:

37  
38 Interruption of the program of study or research caused by serious accident or illness  
39 during a sabbatical leave, shall not prejudice a bargaining unit member with regards to  
40 the fulfillment of the conditions regarding study or research on which such leave was  
41 granted, nor shall it affect the amount of compensation to be paid the bargaining unit  
42 member. Under the terms of the sabbatical leave, the Superintendent/President must be  
43 promptly notified of the accident or illness with appropriate documentation of the medical  
44 condition of the unit member. Notice shall be by registered letter mailed within fifteen  
45 (15) days of the accident or illness. Any interruption due to illness beyond thirty (30)  
46 days during the half year leave, or sixty (60) days during the year leave may result in the  
47 termination of the sabbatical leave at the discretion of the Board upon recommendation  
48 of the Superintendent/President, if the conditions upon which the leave was granted are  
49 unlikely to be met.

1 M. Return to Service after Sabbatical:

2  
3 At the expiration of the sabbatical leave of absence the bargaining unit member shall,  
4 unless otherwise agreed, be reinstated in a position equivalent in duties to the position  
5 held at the time of the granting of the leave.  
6

7 **6.2.2.2 Retraining**

8  
9 The District may grant leave for retraining purposes to bargaining unit members who are  
10 underloaded and who are not qualified for reassignment into other areas. In any one academic  
11 year, such leaves shall not exceed two (2) percent F.T.E. of the eligible bargaining unit  
12 members. The determination as to the extent of underloading, as well as the qualifications for  
13 assignment, shall be within the sole discretion of the District. A program for retraining shall be  
14 prepared by the applicant and the District administration as part of the request for leave, and the  
15 continuation of the leave shall be contingent upon the completion of the retraining program.  
16

17 **6.2.2.3 Exchange Programs**

18  
19 Bargaining unit members are encouraged to participate in exchange programs, subject to  
20 administrative approval, which will benefit both the College and the bargaining unit member  
21 concerned.  
22

23 Any bargaining unit member of the District on leave to participate in exchange assignments  
24 shall receive regular District compensation for that period of employment. In programs where no  
25 exchange teacher is involved, the bargaining unit member shall receive compensation for that  
26 period of employment a sum equal to the difference, if any, between the regular salary and that  
27 paid to a replacement during the time of leave.  
28

29 Regular state teachers' retirement contributions and group insurance premiums will be paid by the  
30 District during any exchange period in which the District pays the bargaining unit member full  
31 salary, with the bargaining unit member making their normal contribution to the State Teachers'  
32 Retirement System. If any part of the bargaining unit member's compensation is not paid by  
33 District funds, the bargaining unit member then may pay full state teachers' retirement  
34 contributions on that portion of their current salary which is not paid for by the District, plus their  
35 own share and any interest levied on the total. If the bargaining unit member chooses to pay  
36 nothing, months of retirement will be reduced accordingly. (Education Code Section 22716.)  
37

38 **6.2.2.4 Pregnancy Disability Leave**

39  
40 In accordance with Education Code Sections 87781 and 87766, bargaining unit members shall  
41 be entitled to use sick leave when required to be absent from duties because of pregnancy,  
42 miscarriage, childbirth, and recovery therefrom. The length of the leave of absence, including  
43 the date on which the leave shall commence and the date on which the bargaining unit member  
44 shall resume duties shall be determined by the employee and the employee's physician. All  
45 provisions of the Personal Illness and Injury Leave (sick leave) shall pertain to Pregnancy  
46 Disability Leave and the unit member is entitled to request additional leave as may be  
47 applicable under the Family Medical Leave Act and California Pregnancy Leave Act. When  
48 bargaining unit members are unable to work due to a pregnancy-related disability, they shall be  
49 provided the same process and benefits as any other temporary disability, including an  
50 interactive process and reasonable accommodations. Pregnancy Disability Leave shall be  
51 independent of Parental Leave and shall not run concurrently with Parental Leave. Use of  
52 Pregnancy Disability Leave shall not reduce a bargaining unit member's ability to use Parental  
53 Leave as provided in Article 6.2.1.1.k.  
54

1 **6.2.2.5 Family Medical Leave**

2  
3 Bargaining unit members are eligible for unpaid family and medical leave pursuant to applicable  
4 Federal and State law (e.g. the Family Medical Leave Act of 1993 and the California Family  
5 Rights Act of 1991).

6  
7 **6.2.3 Catastrophic Illness or Injury**

8  
9 **6.2.3.1 Purpose**

10  
11 A unit member may donate full pay sick leave to a recipient unit member who has a catastrophic  
12 illness or injury subject to the provisions of this Article.

13  
14 **6.2.3.2 Definitions**

- 15  
16 A. "Catastrophic Illness or Injury" means an illness or injury is expected to be incapacitating  
17 for a period of thirty (30) or more consecutive calendar days by a qualified healthcare  
18 provider.  
19  
20 B. "Full Pay Sick Leave" means fully paid sick leave for illness or injury accrued by the  
21 donor.  
22  
23 C. "Eligible Recipient" means a recipient who has exhausted all fully paid leave of absence  
24 for illness or injury and any other fully paid leave.

25  
26 **6.2.3.3 Procedures**

27  
28 Participation in this program is voluntary. Part-time bargaining unit members who choose to  
29 participate do so at 50% of the rate of full-time bargaining unit members as defined below.

- 30  
31 A. Full-time bargaining unit members may donate up to two (2) days of sick leave per  
32 academic year.  
33  
34 B. Part-time bargaining unit members may donate up to one (1 day) of sick leave per  
35 academic year.  
36  
37 C. Full-time bargaining unit members may receive up to 165 days of donated sick leave.  
38 D. Part-time bargaining unit members may receive up to 82.5 hours of donated sick leave.  
39  
40 E. The minimum sick leave increment full-time bargaining unit members may donate or  
41 receive shall be one (1) day. The minimum sick leave increment part-time bargaining  
42 unit members may donate or receive shall be a half day.  
43  
44 F. Sick leave donations under this article shall be reported on a form to be developed by  
45 the District.  
46  
47 G. When a bargaining unit member is in need of catastrophic leave, the District shall solicit  
48 donations from full and part-time faculty. The recipient of catastrophic leave shall remain  
49 confidential, as well as the recipient's circumstances. Unit members receiving this  
50 benefit may choose to identify themselves to their peers without violating the  
51 confidentiality aspect of this article.  
52  
53 H. Sick leave donations are irrevocable; however, sick leave credits which are not used by  
54 a recipient shall be returned to the donors in the order in which they were received.

1 I. A recipient shall use any sick leave that he or she continues to accrue on a monthly  
2 basis prior to using donated sick leave pursuant to this program.

3  
4 J. No unit member shall be obligated to donate sick leave under this program.

5  
6 **6.2.3.4** The Association agrees to hold harmless and indemnify the District for all costs,  
7 including reasonable attorney fees, arising from the inappropriate disclosure of medical  
8 information.

9  
10 **6.2.3.5** This Article shall not be subject to the grievance procedure.

11  
12 **6.2.4** Benefits while on Leave

13  
14 **6.2.4.1** Paid Leave

15  
16 Unless otherwise provided in this article, bargaining unit members on a paid leave of absence  
17 shall be entitled to:

18  
19 A. Return to the same position held immediately before commencement of the leave;

20  
21 B. Receive credit for annual salary increments provided during this leave; and

22  
23 C. Receive all other fringe benefits including, but not limited to, insurance and retirement  
24 benefits to the extent not expressly prohibited by law.

25  
26 **6.2.4.2 Unpaid Leave**

27  
28 Bargaining unit members on unpaid leave shall be entitled to benefit coverage at their own  
29 expense to the extent permitted by the insurance carrier. In accordance with Education Code  
30 Section 22716, bargaining unit members on unpaid leave cannot maintain State Teachers'  
31 Retirement System benefits for the time while on leave.

32  
33 **ARTICLE 7.0 – WAGES AND BENEFITS**

34  
35 **7.1 BENEFITS**

36  
37 **7.1.1 INSURANCE COVERAGE**

38  
39 For the purpose of insurance coverage in this article, the term eligible unit member shall be all  
40 regular or contract employees working more than sixty-seven percent (67%), athletic coaches  
41 employed pro-rata for fifty percent (50%), and all bargaining unit members on approved leave  
42 and early retirements.

43  
44 **7.1.1.1** Group health benefits contributions will be made using a tiered structure based on  
45 the persons covered by the bargaining unit member's benefit election. The District's maximum  
46 monthly contributions toward the four tiers will be \$409 for employee only, \$736 for employee  
47 and child(ren), \$818 for employee and spouse, and \$1,145 for employee and family.

48  
49 **7.1.1.2** The District shall contribute a maximum of \$1,500 annually to provide eligible unit  
50 members with a California Dental Service Four-Step Incentive Dental Plan as offered through  
51 the Shasta Trinity Schools Insurance Group Joint Powers Authority. In addition, the District shall  
52 provide eligible unit members with a California Dental Service \$1,000 lifetime maximum  
53 orthodontic benefit for children only with 50% co-pay. In the event the premium for the plan

1 exceeds \$1,500, the bargaining unit member shall pay the additional cost. Contributions will be  
2 allocated on a monthly basis.

3  
4 **7.1.1.3** The District shall contribute a maximum of \$500 annually to provide all eligible unit  
5 members with the California Vision Service Plan B, no deductible, as offered through the Shasta  
6 Trinity Schools Insurance Group Joint Powers Authority. In the event the premium for the plan  
7 exceeds \$500, the bargaining unit member shall pay the additional cost.

8  
9 **7.1.1.4** In the event the District receives a cash dividend or rebate for medical, dental, or  
10 vision coverage premiums paid on behalf of unit members, it shall notify, for informational  
11 purposes only, the Association of the aggregate amount of the dividend or rebate and the  
12 amount per unit member.

13  
14 **7.1.1.5** If a unit member dies while eligible for medical, dental, and vision coverage, the  
15 District shall continue to provide such coverage for dependents for six months after the death of  
16 the unit member. The surviving spouse will have an option of purchasing the medical, dental,  
17 and vision coverage for five years or until they reach the age of 65, subject to carrier  
18 acceptance.

19  
20 **7.1.1.6** When a unit member terminates employment due to disability and has qualified for  
21 disability under STRS guidelines, they may purchase the unit's insurance coverage by making  
22 payment to the District. This provision is contingent upon the insurance carrier allowing for said  
23 purchase.

24  
25 **7.1.1.7** The District shall, upon request of the requisite number of eligible part-time  
26 bargaining unit members, make such arrangements as may be necessary, for eligible  
27 bargaining unit members to purchase group medical benefits directly through the Shasta-Trinity  
28 Schools Insurance Group JPA.

29  
30 **7.1.1.8** The District shall provide full-time bargaining unit members with a group term life  
31 and accidental death and dismemberment insurance policy valued at \$50,000, subject to the  
32 terms and conditions imposed by the underwriter.

### 33 34 **7.1.2 Health Benefits for Retirees**

35  
36 **7.1.2.1** The District shall pay the full insurance premium of bargaining unit members and  
37 their dependents for those bargaining unit members who retire during the term of the contract,  
38 providing that the bargaining unit member has attained the age of fifty-five (55) and has  
39 rendered the equivalent of fifteen (15) years of full-time service to the District, during which time  
40 the unit member has been covered by District paid health insurance, as follows:

#### 41 42 **Group Health as Provided to Active Bargaining Unit Members**

43  
44 **7.1.2.2** For employees hired after September 1, 1989, and before July 1, 2001, the District  
45 shall contribute a maximum of \$847 for a regular full-time employee's health insurance for a unit  
46 member at the time of the employee's retirement. These payments are limited to employees  
47 who have reached the age of fifty-five (55) and who have rendered the equivalent of fifteen (15)  
48 or more years of full-time service to the District, during which time they have been covered by  
49 District paid health insurance. The District contribution shall remain in effect until the unit  
50 member reaches age sixty-five (65) or becomes eligible to enroll in the Medicare program. The  
51 District shall then contribute the premium necessary to provide Medicare supplemental health  
52 insurance coverage for the unit member.

1 **7.1.2.3** For employees hired after July 1, 2001, the District will contribute up to \$500 per  
2 month for health insurance at the time of the employee's retirement, provided that the  
3 bargaining unit member has attained the age of fifty-five (55) and has rendered the equivalent of  
4 fifteen (15) years or more of full-time service to the District, during which time they have been  
5 covered by District paid health insurance. Benefits are payable for the lesser of ten (10) years,  
6 Medicare eligibility, or the death of the unit member. If a unit member dies while eligible for  
7 medical, dental, and vision coverage, the District shall continue to provide such coverage for  
8 eligible dependents for six (6) months after the death of the unit member.

9  
10 **7.1.3 Payroll Deductions**

11  
12 The District shall provide payroll deduction service for bargaining unit members for tax sheltered  
13 annuities, credit unions, and life insurance.

14  
15 **7.1.3.1** The District shall provide for direct deposit of bargaining unit member's payroll  
16 checks by electronic deposit or delivery. The District shall be obligated to make direct deposits  
17 only to bank, credit union, or savings and loan branches with at least fifteen (15) bargaining unit  
18 members requesting the service and whose place of business for deposits is located within the  
19 City of Redding. The entire paycheck must be deposited at the same branch.

20  
21 **7.1.3.2** The District will establish an Internal Revenue Code Section 125 flexible spending  
22 account plan which allows employees to set aside pre-tax funds for employee-paid health  
23 insurance premiums, deductibles, and other non-covered medical expenses, including  
24 orthodontia, as well as childcare and elder care. Individual unit members may upgrade to Plan A  
25 or Plan A1 at their own expense with pre-tax dollars as permitted by the 125 Plan.

26  
27 **7.1.4 Reduced Workload Program**

28  
29 Regular bargaining unit members shall have the option to take a reduction in their workload  
30 from full-time to part-time and have their retirement benefits based on full-time employment.

31  
32 In order to qualify for this program, the bargaining unit member shall have ten years of prior full-  
33 time service in the District immediately preceding the workload reduction. The bargaining unit  
34 member shall also have attained the age of 55 prior to the beginning of the school year or term  
35 in which the workload reduction begins. It shall be the bargaining unit member's responsibility to  
36 initiate the request for reduced workload.

37  
38 The agreement or contract for reduced service shall be executed by the bargaining unit member  
39 and the District, in writing, prior to the period of reduced service at the beginning of the school  
40 year. The agreement can be revoked only with the mutual consent of the bargaining unit  
41 member and the District. Application for reduced service must be made by March 15 of the year  
42 preceding the implementation of the reduced load. Exceptions may be made by the Board.

43  
44 **7.1.4.1** The minimum part-time employment shall be the equivalent of one-half of the  
45 number of days of service required by the bargaining unit member's contract of employment  
46 during his or her final year of service in a full-time position. Minimum salary paid shall be equal  
47 to no less than one-half time service.

48  
49 **7.1.4.2** Reduced service may be on a daily schedule or full time for at least one-half year  
50 upon mutual consent of both parties. The bargaining unit member shall be paid a salary which is  
51 the pro rata share of the salary they would be earning had they not elected to exercise the  
52 option of part-time employment. They shall retain all other rights and benefits for which they or  
53 the District make the payments, including those as provided in Section 53201 of the  
54 Government Code, that would be required if they remained in full-time employment.

1 **7.1.4.3** No bargaining unit member electing membership in the Public Employees  
2 Retirement System (PERS) shall participate in part-time service after attaining the age of 70.  
3 Any such bargaining unit member in the program who reaches 70 during the school year may  
4 continue their reduced service for the balance of that year. This age limit does not apply to  
5 bargaining unit members participating in the State Teachers' Retirement System (STRS).  
6

7 **7.1.4.4** The bargaining unit member and the District agree to submit contributions to the  
8 State Teachers' Retirement System or Public Employees Retirement System based on the  
9 compensation which would be earned for full-time employment.  
10

11 **7.1.4.5** Full retirement credit is not earned until the end of the full school term or full school  
12 year. Bargaining unit members who terminate prior to these concluding periods will receive  
13 retirement credit based on the salary actually paid in the proportion that it relates to the annual  
14 salary that would have been paid had the employment continued.  
15

16 **7.1.4.6** Retirement contributions for service not credited because of termination of contract  
17 or agreement, by resignation, dismissal or retirement, will be returned to the bargaining unit  
18 member, or in the case of death to the bargaining unit member's beneficiary.  
19

20 **7.1.4.7** All rights mandated by law and any additional benefits which may be granted by the  
21 District to the bargaining unit members shall be applicable to any and all such bargaining unit  
22 members who are on contract for reduced teaching service.  
23

24 **7.1.4.8** The period of participation in the reduced workload program shall not exceed ten  
25 (10) years for STRS members and five (5) years for PERS members.  
26

## 27 **7.2 WAGES**

28

29 Salary schedules for full and part-time faculty can be found in Appendices C-1, C-2, C-3, C-4,  
30 and C-5.  
31

### 32 **7.2.1 Salary Classification Determination, Placement, and Advancement**

33

#### 34 **7.2.1.1 Initial Classification Determination**

35

36 Classification of bargaining unit members is determined by their assignment when initially hired.  
37 For instructional bargaining unit members, the Vice President of Instruction will evaluate the  
38 teaching assignment to determine whether the unit member qualifies for Group A (disciplines  
39 requiring a master's degree) or Group B (disciplines that do not require a master's degree),  
40 Minimum qualifications for both Group A and Group B are specified in the CCCC Minimum  
41 Qualifications Handbook.  
42

43 Counselors and Librarians are considered Group A and Athletic Trainers and College Nurse are  
44 considered Group B.  
45

#### 46 **7.2.1.2 Initial Classification Placement**

47

48 Based on unit members' educational qualifications upon date of hire, they shall be placed in the  
49 appropriate column of the Salary Classification Table in Article 7.2.1.3.  
50

51 For initial placement on the Faculty Salary Schedule, degrees, experience, additional upper  
52 division and graduate level college courses will be counted.  
53

Any degrees or courses used in qualifying for classification must be from an institution accredited by one of the six recognized accrediting agencies in the United States or from a collegiate institution recommended by the Association and approved by the Board. A doctoral differential will be added to a bargaining unit member's annual salary when an earned doctorate is held by the bargaining unit member.

**7.2.1.3 Salary Classification Table**

The Salary Classification Table used for bargaining unit members employed is as indicated on the following page:

	<b>WHEN HIRED</b>	<b>CLASS I</b>	<b>CLASS II</b>	<b>CLASS III</b>	<b>CLASS IV</b>	<b>CLASS V</b>
<b>Group B-1:</b>	< 60 sem. units	< 30 sem. units	> 30+ sem. units	• Associate Degree	• Associate Degree with 90+ sem. units	• Bachelor's Degree
<b>Group B-2:</b>	• 60+ sem. units < Bachelor's Degree	• 60 units <i>BUT</i> • Associate degree not awarded	• Associate Degree	• Associate Degree with 90+ sem. units	• Bachelor's Degree	• Bachelor's Degree <i>AND</i> • 24 + sem. units beyond Bachelor's Degree Awarded Date
<b>Group B-3:</b>	• Bachelor's Degree	• N/A	• Bachelor's Degree	• Bachelor's Degree <i>AND</i> • 16-31 sem. units beyond Bachelor's Degree Awarded Date	• Bachelor's Degree <i>AND</i> • 32-47 sem. units beyond Bachelor's Degree Awarded Date	• Bachelor's Degree <i>AND</i> • 48+ sem. units beyond Bachelor's Degree Awarded Date

	<b>WHEN HIRED</b>	<b>CLASS I</b>	<b>CLASS II</b>	<b>CLASS III</b>	<b>CLASS IV</b>	<b>CLASS V</b>
<b>Group A</b>		• Bargaining unit members not qualifying for Class II through V	• Bachelor's or Master's Degree <i>AND</i> • 24-41 sem. units beyond Bachelor's Degree Awarded Date	• Master's Degree or Doctorate <i>AND</i> • 42-59 sem. units beyond Bachelor's Degree Awarded Date	• Master's Degree or Doctorate <i>AND</i> • 60-77 sem. units beyond Bachelor's Degree Awarded Date	• Master's Degree or Doctorate <i>AND</i> • 78+ sem. units beyond Bachelor's Degree Awarded Date

1 **7.2.1.4 Classification Advancement**

2  
3 Class Advancement allows bargaining unit members to move horizontally across the salary  
4 schedule once they have been hired by the District and once they have received their initial  
5 placement. Step Advancement and Extended Service Differential allows bargaining unit  
6 members to move vertically down the salary schedule; they are addressed in Article 7.2.3  
7 below.

8 For Class Advancement on the Faculty Salary Schedule once employed, lower division, upper  
9 vision, graduate level or extension college courses must be approved prior to enrollment.  
10 Coursework must have direct relevance to the bargaining unit member's assignment and be  
11 shown to significantly benefit the bargaining unit member, the college, and the students in order  
12 to be approved.

13  
14 If lower division courses are requested to be considered by the District for advancement, they  
15 must be part of a complete education plan that is approved in advance by the supervising  
16 administrator, appropriate Vice President and the Vice President of Instruction.

17  
18 For Group B areas that do not have upper division, graduate level, or extension courses to use  
19 for advancement, other courses or trainings may be considered. A bargaining unit member shall  
20 be credited for coursework in a terminal degree program in an accredited institution as long as  
21 the program is reasonably related to their discipline(s) even when advanced approval was not  
22 requested.

23  
24 Bargaining unit members who are eligible to advance class must complete a Class  
25 Advancement form (found on the Human Resources intranet) and gain approval for the activity  
26 prior to starting the activity. The form requires approval by the supervising administrator, the  
27 appropriate vice president, and Human Resources.

28 If a bargaining unit member submits a request for approval with at least ten (10) calendar days'  
29 advanced notice of the start of the course or activity, they shall be given retroactive approval if  
30 the District fails to notify the bargaining unit member of the outcome of their request prior to the  
31 start of the course or activity and if the course or activity would have been approved under the  
32 requirements of this Article. If the course or activity is not approved, the bargaining unit member  
33 may appeal the decision and the outcome of the appeal shall be applied retroactively.

34  
35 If the appropriate administrator does not approve the request, an appeal may be pursued. The  
36 appeal process will be initiated using the form for advancement and attaching a narrative  
37 outlining the relevant knowledge to be gained.

38  
39 The appeal will be made to the supervising administrator within five (5) days of the denial of the  
40 request. Concurrently with the appeal to the supervising administrator, the bargaining unit  
41 member shall request that the Association appoint a member for review of the request. This  
42 appeal committee shall consist of a member appointed by the Association, a member appointed  
43 by the supervising administrator and a third member selected by the two appointed  
44 representatives. Within ten (10) days of receiving the appeal, the committee will meet to  
45 consider the appeal and make a recommendation.

46  
47 If the bargaining unit member does not accept the recommendation of the committee, they may  
48 appeal the recommendation to the appropriate vice president whose decision will be final.

49  
50 For regular bargaining unit members, units to be counted for advancement must be completed  
51 prior to the fall semester and documentation (transcripts) must be turned in to the Human  
52 Resources office prior to November 1 in order to be considered for that fiscal year.  
53

1 For part-time bargaining unit members, units to be counted for advancement must be approved  
2 in advance by the supervising administrator, the appropriate vice president, and Human  
3 Resources and completed prior to the term for which the units will be counted. Copies of official  
4 transcripts must be submitted to the Human Resources Office during the term for which the  
5 adjustment in pay will occur. Transcripts turned in beyond the term will not be adjusted  
6 retroactively.

7  
8 No portion of the activity used for a Class Advancement may be paid for by the District, nor will  
9 the activity be eligible for individual flex hours, stipend, or an Extended Service Differential. The  
10 activity or course must not require the unit member to adjust, or not meet, their previously  
11 established schedule.

### 12 13 **7.2.1.5 Objective of Class Advancement**

14  
15 Class Advancement provides a financial incentive for bargaining unit members to advance to  
16 higher degrees or obtain additional higher education units when, upon initial placement, they did  
17 not reach the maximum class placement (column) on the salary schedule. Class Advancement  
18 encourages professional development that will benefit the District and students.

### 19 20 **7.2.2 Initial Step Placement**

#### 21 22 *Instructional Bargaining Unit Members:*

23  
24 Full-time, part-time, and graduate prior teaching experience for new, instructional bargaining  
25 unit members shall be considered for the purpose of step placement, up to and including nine  
26 (9) years for a maximum initial placement at step ten (10) for full-time unit members and up to  
27 and including step eight (8) for part-time unit members on their respective salary schedules.  
28 Each year of full-time teaching experience equates to one step on the salary schedule. For the  
29 purpose of this article, year is to be defined as “academic year.”

30  
31 Prior teaching experience in an accredited elementary, middle school, high school, college, or  
32 university will be considered as qualifying prior experience.

33  
34 Credit for part-time teaching experience will be granted where the faculty member was the  
35 instructor of record with responsibility for the overall final course grade. Part-time experience will  
36 be granted as a proportion of a full-time assignment based on the number of hours taught and  
37 length of the course.

38  
39 Credit for graduate teaching experience in an accredited graduate degree program, including  
40 part-time graduate teaching assignments, will be granted where the bargaining unit member  
41 was responsible for conducting class sessions and grading assignments, but will not require the  
42 faculty member to have full responsibility for the overall course grade. Part-time experience will  
43 be granted as a proportion of a full-time assignment based on the number of hours taught and  
44 length of the course.

45  
46 Related teaching or training experience may count towards placement, with every two years of  
47 full-time experience (or the equivalent in part-time experience) equating to one step on the  
48 salary schedule.

1 *Non-Instructional Bargaining Unit Members:*

2  
3 Full-time, part-time, and graduate prior teaching experience for new, non-instructional  
4 bargaining unit members shall be considered for the purpose of step placement, up to and  
5 including nine (9) years, for a maximum initial placement at step ten (10).  
6

7 Each year of full-time experience related to the assignment equates to one step on the salary  
8 schedule. For the purpose of this article, year is to be defined as “academic year.”

9 Prior experience in an accredited elementary, middle school, high school, college, or university  
10 that is directly related to the assignment will be considered as qualifying prior experience.  
11

12 Credit for part-time experience in the assigned area will be granted where the faculty member  
13 worked independently, with no direct oversight. Such part-time experience will be granted as a  
14 proportion of a full-time assignment based on the number of hours worked and the length of  
15 time performing the assignment.  
16

17 Related experience may count towards placement, with every two years of full-time experience  
18 equating to one step on the salary schedule.  
19

20 If bargaining unit members do not agree with their initial step placement, they may submit a  
21 written appeal to the Office of Human Resources within thirty (30) calendar days of initial  
22 employment. Such appeals must clearly outline the experience that they believe warrants an  
23 additional review of initial step placement.  
24

25 The Office of Human Resources will consult with the supervising administrator, the appropriate  
26 Vice President, and an Association representative before rendering a decision on the appeal.  
27 Such decisions shall be provided to bargaining unit members in writing within fifteen (15)  
28 calendar days of receipt of the appeal, and the written decision shall include a detailed  
29 justification of the decision. When an appeal is granted, bargaining unit members shall be  
30 eligible for retroactive pay. When an appeal is denied, the decision shall be final.  
31

32 **7.2.2.1 Step Advancement**

33  
34 Once employed, full-time bargaining unit members shall automatically advance one step on the  
35 salary schedule at the beginning of each academic year, until reaching steps identified as  
36 Extended Service Differential  
37

38 Once employed, part-time bargaining unit members shall advance one step on their respective  
39 salary schedules for each year of equivalent full-time experience, which is defined as follows:  
40

- 41 • 875 hours of non-credit instruction equates to one year of full-time experience
- 42 • 525 hours of credit instruction (lecture, lab, or clinical/activity) equates to one year of full-  
43 time experience
- 44 • 1225 hours of work performed in counseling or library services equates to one year of  
45 full-time experience  
46

47 The District shall monitor hours of part-time instructional or non-instructional members at Shasta  
48 College, at the conclusion of each term and members advance a step at the beginning of each  
49 subsequent term once the equivalent full-time experience has been attained. Unit members  
50 who wish to have experience from other colleges considered for step advancement must submit

1 a verification of hours to the Office of Human Resources. If such verification is received at least  
2 ten (10) days prior to the start of a term, the step advancement will take effect for that  
3 semester/session. If this timeline is not met, step advancement would take effect the  
4 subsequent term.  
5

### 6 **7.2.3 Extended Service Differential**

7

8 Extended Service Differentials are required for all full-time bargaining unit members who wish to  
9 earn additional longevity steps on the salary schedule. They allow bargaining unit members to  
10 move vertically down the salary schedule. Class Advancement allows bargaining unit members  
11 to move horizontally across the salary schedule after their initial placement; it is addressed in  
12 Article 7.2.1.5 above.  
13

#### 14 **7.2.3.1 Objective**

15

16 Extended Service Differentials provide a financial incentive for bargaining unit members to  
17 engage in professional growth experiences after they have reached the maximum regular step  
18 available at their current class on the salary schedule. Extended Service Differentials encourage  
19 professional development that will benefit the District and students.  
20

#### 21 **7.2.3.2 Extended Service Differential Process**

22

23 Bargaining unit members who are eligible to advance into the longevity steps through “Extended  
24 Service Differentials” must complete an Extended Service Differential (Step Advancement) form  
25 (found on the Human Resources intranet) and gain approval for the activity prior to starting the  
26 activity. The form requires approval by the supervising administrator, the appropriate vice  
27 president, and Human Resources. Activities initiated without prior approval may be appealed  
28 for retroactive approval following the process in 7.2.3.4.  
29

30 No portion of the activity used for an Extended Service Differential may be paid for by the  
31 District, nor will the activity be eligible for individual flex hours, stipend, or a Class Advancement.  
32 The activity or course must not require the unit member to adjust, or not meet, their previously  
33 established schedule. The coursework has direct relevance to assignment and will significantly  
34 benefit the District, and students.  
35

36 A bargaining unit member may apply for Extended Service Differentials after reaching the  
37 maximum regular step available in their current class. Extended Service Differentials require  
38 that the bargaining unit member completes two units or unit equivalents for each step  
39 advancement as applicable to their class placement. See the current Salary Schedule in  
40 Appendix C for the steps.  
41

42 Units and unit equivalents to meet the Extended Service Differential requirements must be  
43 approved on the appropriate form by the supervising administrator, the appropriate Vice  
44 President, and the Associate Vice President of Human Resources prior to enrollment in a class  
45 or classes to be used for this purpose (see 7.2.3.3 for unit equivalent procedures). Once the  
46 request form has obtained all the required approvals, the bargaining unit member will be notified  
47 of the approval.  
48

49 For regular bargaining unit members, units or unit equivalents to be counted for step increase  
50 must be completed prior to the fall semester and documentation (transcripts) must be turned in  
51 to the Human Resources office prior to November 1 in order to be considered for that fiscal  
52 year.  
53

54 Extended Service Differentials shall be shown on the salary schedule.

1 **7.2.3.3 Unit Equivalent(s) for Extended Service Differential**

2  
3 A request will be completed and filed by the bargaining unit member for the desired unit  
4 equivalent(s) with the supervising administrator for approval. Unit equivalents, or  
5 trainings/courses without units, must have direct relevance to the bargaining unit member's  
6 assignment and be shown to significantly benefit the bargaining unit member, the college, and  
7 the students in order to be approved.

8  
9 The request is for "tentative" approval of work to be done prior to the beginning of the work.  
10 Award of credit is contingent upon successful completion of the work. There will be no deadlines  
11 for work done and unit equivalents granted other than time span limitations specifically stated in  
12 other portions of the contract pertaining to movement on the salary schedule from step to step.

13  
14 The bargaining unit member should list the total hours involved and then carefully prorate these  
15 to actual learning hours (either lecture, non-lecture, or both). 18 hours is equivalent to 1.0 unit.

16  
17 The request shall contain the following:

- 18  
19 A. Date(s) of work. If the work will be done over a period of time, state the beginning and  
20 ending dates.  
21 B. Area of work  
22 C. Relevancy of work to teaching assignment  
23 D. Relevancy of work to one's own professional growth  
24 E. Description or outline of work  
25 F. Documentation of work

26 Some suggested activities that may qualify for unit equivalents:

- 27  
28 A. Conferences  
29 B. Workshops  
30 C. Seminars  
31 D. Professional meetings  
32 E. Performances  
33 F. Exhibitions  
34 G. Publications  
35 H. Jobs in a related field  
36 I. Non-paid projects  
37 J. Independent research related to the teaching field  
38 K. Educational-related activities to improve teaching (This may be out of the teaching field,  
39 but it should be shown that the bargaining unit member needs this to improve their  
40 teaching.)  
41 L. Sabbatical leaves (non-unit) up to three (3) units per semester

42  
43 **7.2.3.4 Implementation**

44  
45 If agreement among the bargaining unit member, the supervising administrator, and appropriate  
46 Vice President involved regarding approval of the units or unit equivalents cannot be reached,  
47 or if there is late request/verification submitted to the Human Resources Office, the bargaining  
48 unit member may appeal to the Superintendent/President, whose decision shall be final.

49  
50 **7.2.4 Part-Time Compensation**

1 **7.2.4.1 Part-Time Hourly Salary Schedules**

2 Part-time instructional, counselor, and librarian bargaining unit members with an assignment  
3 equal to more than sixty-seven percent (67%) of a full-time assignment shall be placed on the  
4 regular day salary schedule according to their degrees and years of experience and shall be  
5 paid according to their portion of a full-time assignment. The portion of a full-time assignment for  
6 a part-time day instructional bargaining unit member shall be prorated based upon the average  
7 number of teaching units taught by other bargaining unit members rendering the same or similar  
8 service. Upon initial salary classification and step placement as described in Article 7.2.1, part-  
9 time unit members shall be assigned to the Part-time Certificated Employees' Salary Schedule  
10 that applies to their assignments, as follows:

11 Schedule #1 – Non-Teaching and Non-Credit

12 Schedule #2 – Lab/Activity/Clinical

13  
14 Schedule #3 – Lecture

15  
16 **7.2.4.2 Part-time Faculty Member Status**

17  
18 Part-time faculty members are hired under Education Code Section 87482.5, and their  
19 employment is limited to not more than 67 percent (67%) of the hours per week considered a  
20 full-time assignment for regular/contract employees having comparable duties.

21  
22 In all cases, part-time assignments are temporary in nature, contingent on enrollment and  
23 funding, and subject to program changes. No part-time bargaining unit member has reasonable  
24 assurance of continued employment at any point, irrespective of the status, length of service, or  
25 reemployment preference of that part-time, temporary bargaining unit member.

26  
27 **7.2.4.3 Notice of Assignment**

28  
29 Part-time, instructional bargaining unit members, as well as full-time unit members teaching  
30 overload, will receive written notice of their assignments, including:

- 31 a. Identification and title of course(s) to be taught  
32 b. Days/times/hours of instruction for each course  
33 c. Location of each course  
34 d. Total instructional hours for each course  
35 e. Percentage of load for each course  
36 f. Hourly rate for instructional hours associated with each assigned course  
37 g. Total pay per course

38  
39 Part-time, non-instructional bargaining unit members, as well as full-time members with  
40 overload hours will receive written notice of their assignments, including:

- 41 a. Start and end dates of the assignment  
42 b. Maximum hours of the assignment  
43 c. Hourly rate for the approved hours of employment  
44

45 **7.2.4.4 Total Pay Per Course**

46 Part-time faculty members, as well as full-time members teaching overload, are paid a total  
47 amount for each course they teach based on a formula utilizing the rates stated in the Part-Time

1 Instructional Hourly Schedules found on the District Human Resources webpage. The mutual  
2 intent of the parties is that the total amount per course constitutes the total compensation due to  
3 part-time faculty members for all work they perform for the course, including but not limited to,  
4 delivery of instruction (in-person or online), course preparation, and student assessment. The  
5 total pay per course is determined by multiplying the applicable rate stated on the Part-Time  
6 Instructional Hourly Schedule (based on where a faculty member is placed) by the number of  
7 instructional hours for the course as denoted in the official course outline of record (less any  
8 hours resulting from holidays).

9  
10 The total pay per course constitutes the total compensation due to part-time faculty members,  
11 as well as full-time members teaching overload, for all work associated with the course, except  
12 were otherwise provided under this Agreement. In this regard, part-time faculty members shall  
13 be entitled to additional compensation only as specifically provided in this Agreement.

14  
15 The expression of the total pay per course structure is not a new payment structure. Rather, it  
16 is a clarification of how part-time faculty have historically been compensated. It has been the  
17 parties' historical and mutual intent that the compensation derived from the hourly rates listed on  
18 the Part-Time Instructional Hourly Schedule constitutes the total compensation due to part-time  
19 faculty members for all work performed, inside and outside the classroom or laboratory, under  
20 all prior collective bargaining agreements

#### 21 22 **7.2.5 Pay Periods**

23  
24 The annual salary of regular bargaining unit members shall normally be paid in twelve (12)  
25 installments. A regular bargaining unit member may request in writing prior to July 1 of any year  
26 to be paid in ten (10) equal monthly installments on the last business day of each month  
27 beginning in August and ending in May. A written request, once made, shall be irrevocable until  
28 the following year. If no written request is received, the employee shall be paid in the same  
29 manner as during the previous year.

### 30 31 **7.3 COMPENSATION FOR PROFESSIONAL ANCILLARY SERVICES**

32 Per Ed Code 87482.5(c)(1), compensation for ancillary services may be paid by the District for  
33 assignments which are not given load value or used for calculating eligibility for contract status.  
34 All contract and part-time faculty are eligible to receive compensation for ancillary services as  
35 long as the faculty have the knowledge and skills to perform the assigned work. The District  
36 must initiate the assignment via the approved form. Unit members may perform the assignment  
37 after receiving written approval.

38 When professional ancillary activities are approved and assigned as noted above, unit members  
39 will be compensated in accordance with Article 7.3.1. Compensation shall be made within 45  
40 days of the completion of the service performed. Payments based on hourly rates will be  
41 converted to stipends based on the total hours of work to be performed.

42  
43 **7.3.1** For ancillary services assignments where there is no pre-approved lump-sum payment,  
44 bargaining unit members will be paid for the hours of the assignment at Class II, Step 1 of the  
45 Part-time, Overload, and Hourly Faculty Non-Teaching, Non-Credit Salary Schedule.

46 Exceptions: In the event compensation for ancillary services assignments are determined by an  
47 outside agency, organization, or funding source, or if the assignment does not fall into the  
48 categories in 7.3.2, the District shall notify the Faculty Association Executive Board of such  
49 exceptions when the amount exceeds \$1500 per stipend. This notification will be provided at  
50 least once per semester.

1 Professional ancillary services assignments may include, but are not limited to the following:

- 2 A. Participatory governance for part-time faculty
- 3 B. Project participation
- 4 C. Professional development that exceeds flex requirements (must be pre-approved),
- 5 including training activities that are required by law, policy, or accrediting bodies.
- 6 D. Hiring committee participation on non-contract days for full-time faculty.
- 7 E. Athletic coaching

8  
9 **7.3.2 Compensation Rates for Professional Ancillary Services**

10  
11 **A. Participatory Governance**

12 Participation by part-time faculty in participatory governance committees: \$800 per  
13 semester for part-time bargaining unit members appointed to the Academic Senate or  
14 Curriculum Committee. Appointees to other participatory governance committees or  
15 subcommittees may be eligible for up to \$400 per semester through mutual consent  
16 between the District and Faculty Association. Stipends will be paid at the end of each  
17 semester after verification of participation in the committee by the appropriate committee  
18 chair. In order to receive a stipend for committee participation, a part-time bargaining unit  
19 member must attend at least 75% of all meetings and have that attendance verified in  
20 writing by the committee chair to the Vice President of Instruction.

21  
22 Faculty Coordinators will be selected in accordance with Article 4.6. The annual budget  
23 for Faculty Coordinator stipends shall be set at \$100,000. The stipend for an individual  
24 coordinator shall not exceed \$7500 per academic year.

25 **B. Project Participation:**

- 26  
27 1. Online instructional delivery: Bargaining unit members will receive a stipend of  
28 \$150 per unit for each fully online course delivered for the first time, and \$100 per  
29 unit for each hybrid course of more than 50% online content delivered for the first  
30 time.
- 31  
32 2. Student learning outcomes participation: \$125 per course per semester for part-  
33 time faculty to participate in student learning outcomes processes, upon  
34 verification of participation within established deadlines
- 35  
36 3. Worksite Learning Supervision \$100 per student per semester (refer to MOU  
37 dated July 17, 2024 through June 30, 2026).
- 38  
39 4. Other pre-approved project participation beyond contractual duties will be  
40 compensated based on hours of work to be performed and in accordance with  
41 Article 7.3 and 7.3.1.

42  
43 **C. Professional Development:**

44  
45 Professional development is defined as those activities which exceed Flex requirements  
46 including training activities that are required by law, policy, or accrediting bodies

- 1           1. Part-time bargaining unit members shall be eligible for paid professional  
2           development activities as follows:
  - 3                 a. Instructional faculty: 1 (one) hour for every 18 hours of instruction for  
4                 the academic year
  - 5                 b. Non-instructional faculty: 42 hours for every 800 hours of non-  
6                 instructional work performed per academic year, prorated accordingly.

7  
8           These hours are voluntary and are to be recorded on the designated form. Activities  
9           eligible for professional development include all those identified in the list of Pre-  
10          Approved Activities for Flex Credit on the Academic Senate's Faculty Excellence  
11          Committee webpage; other activities require prior approval by the supervising  
12          administrator.

- 14          2. Full and part-time bargaining unit members who provide professional  
15          development activities or who coordinate group professional development  
16          activities will be compensated based on the number of hours of work to be  
17          performed, converted to a stipend as described in 7.3 and compensated in  
18          accordance with Article 7.3.1. Compensation for delivery of such activities will  
19          include one additional hour of preparation for each hour of delivery of unique  
20          content and will be included in the total stipend.
- 21  
22          3. Other professional development activities or required trainings which exceed  
23          Flex requirements will be compensated based on hours of work to be performed  
24          converted to a stipend as described in 7.3 and compensated in accordance with  
25          Article 7.3.1, including compensation for preparation of unique content as noted  
26          in 7.3.2 (C)(2).

27  
28          D. Hiring Committee Participation:

29  
30          Only for when any portion of hiring committee duties fall on non-contract days for  
31          regular/contract faculty the total compensation will be:

32	33	1-11 eligible applicants	\$300
34		12+ eligible applicants	\$600

35          For committee members who do not complete the full selection process, their stipend will be  
36          reduced by 50%.

37          F. Athletic Coaching

38          Head Coaches will be compensated by stipend via a rubric developed by the Association and  
39          the District. Stipends are to be paid during the semester of the active season. These stipends  
40          are for sport-specific head coaches and will not be doubled in allotment if a head coach of a  
41          program coaches both genders of that sport, so long as there is no violation of Title IX.

42          Individual flex hours may not be used for any coaching-related duties, unless such duties fall  
43          within the definition of approved flex activities.

44          Annual assistant coach allocations per sport are as follows:

<b>SPORT</b>	<b>Allocation</b>
Football	\$29,800
Basketball (M)	\$5,390
Basketball (W)	\$5,390
Volleyball (W)	\$5,100
Soccer (W)	\$8,800
Soccer (M)	\$8,800
Baseball	\$10,490
Softball	\$10,490
Cross Country (M/W)	\$5,100
Track (M/W)	\$15,590
Swimming (M/W)	\$10,490
Tennis (M/W)	\$5,390
Wrestling	\$5,100
Sand Volleyball	\$5,390
<b>TOTAL ALLOCATION</b>	<b>131,320</b>

Head coaches will recommend to the supervising dean how stipends for assistant coaches will be distributed, based on the responsibilities and time commitments of the assignments. The dean shall consider the recommendations of the head coaches

**7.4.** When full-time bargaining unit members are re-assigned to activities outside of their regular assignment, the Superintendent/President or designee shall notify the Faculty Association of the reassigned time within 30 days of the start of the assignment.

**7.5 PART-TIME FACULTY OFFICE HOURS**

**7.5.1** The District's annual contribution to the part-time faculty student office hour program will be \$192,000.

The following conditions will apply:

- a. Part-time temporary unit members who teach at least one three-unit course with a lecture component during a given semester, shall be eligible for one paid student office hour for a maximum of 17 paid office hours for the term. The student office hour may be divided into two one-half hour sessions. Members teaching more than one three-unit class, with a lecture component shall be eligible for a maximum of two (2) office hours per week, for a maximum of 34 hours for the term. Office hours are not available for summer courses.
- b. Participation by eligible unit members shall be voluntary.
- c. Student office hours shall be paid at the rate of \$33.00 per hour, effective August 2025.
- d. Regular/contract and full-time temporary unit members shall not be eligible to participate.
- e. The student office hour shall not count in determining the unit member's full-time equivalent employment percentage for the purposes of obtaining tenure.

- 1 f. The time for student office hours shall be mutually agreed upon between the unit  
2 member and the dean. Student office hours shall be posted and shall occur  
3 immediately before or after class, whenever possible.  
4

5 **7.6 GRIEVANCE AND ARBITRATION AS EXCLUSIVE REMEDY FOR DISPUTES**  
6 **REGARDING THE PAYMENT OF WAGES**  
7

8 Salary schedules are not subject to grievance since they are negotiated between the District  
9 and the Association. However, placement and advancement on the salary schedule is  
10 grievable, so long as stated timelines are met. Grievances regarding salary schedule  
11 placement and advancement shall be resolved in accordance with the grievance procedure in  
12 Article 10 and not this procedure. Grievances for disputes and claims relating to wages and  
13 hours alleging solely a violation, misinterpretation, or misapplication of this Agreement shall be  
14 resolved in accordance with the grievance procedure in Article 10 and not this procedure. Unit  
15 members may exercise their rights under Board Policy and Administrative Procedures 3810  
16 related to monetary claims against the District.

17  
18 It is the parties' intent that all claims and disputes related to wages and hours, including but not  
19 limited to unpaid wages, minimum wages, overtime wages, double time wages and any  
20 applicable penalties, whether arising under this Agreement, the Labor Code, the Fair Labor  
21 Standards Act, or any other municipal or other regulation be resolved through the grievance  
22 procedure in Article 10 as modified by this Article.  
23

24 Except as modified by this Article, the grievance procedure set forth in Article 10 of this  
25 Agreement shall be the exclusive remedy for disputes and claims related to wage and hour  
26 requirements and any applicable penalties for all work performed for the District whether arising  
27 under this Agreement, any provision of the Labor Code, the Fair Labor Standards Act or any  
28 other municipal or other regulation governing wages and hours. All judicial remedies  
29 regarding wage and hour requirements, including but not limited to payment of wages  
30 whether arising under this Agreement, the Labor Code, or the Fair Labor Standards Act are  
31 waived and shall be adjudicated in a final and binding arbitration. This waiver includes, without  
32 limitation, all judicial remedies for claims and disputes relating to wage and hour requirements  
33 and any applicable penalties under the Labor Code including but not limited to, sections 1194,  
34 1194.2, 1197, 1197.1, 2802, individual penalties under sections 2698, et seq., the Industrial  
35 Welfare Commission ("IWC") Wage Orders, and the Fair Labor Standards Act (29 U.S.C. § 201  
36 et seq.).  
37

38 **7.6.1** Claims and disputes relating to wages and hours including but not limited to unpaid  
39 wages, minimum wages, overtime wages, double time wages and any applicable penalties,  
40 whether arising under this Agreement or any law, shall be brought as a grievance by the  
41 individual employee, not the Association, in an individual capacity only and to the fullest extent  
42 permitted by law the claims shall not be pursued as a class, collective or representative action.  
43 The Arbitrator shall not have the authority to fashion a proceeding or remedy as a class or  
44 collective action or to award relief to a group or class of employees in one grievance or  
45 arbitration proceeding unless the parties mutually stipulate to such a proceeding.  
46

47 **7.6.2.** An aggrieved employee may file a claim related to wages in accordance with Board  
48 Policy 3810 at any step in the grievance process. However, the grievance procedure in Article  
49 10, as modified by this Article, shall be the exclusive remedy for all claims related to wages and  
50 any applicable penalties. A grievance shall not advance to arbitration unless the aggrieved  
51 employee has timely filed a claim in accordance with Board Policy 3810. The Arbitrator's  
52 authority to fashion remedies and award relief shall be limited by the claims presentation

1 requirement in Board Policy 3810. An employee's failure to timely file a claim in accordance  
2 with Board Policy 3810 shall be grounds to dismiss the claim.  
3

4 **7.6.3.** The District shall pay all fees and costs related to the services of the American Arbitration  
5 Association and the services of the Arbitrator. Each party shall pay for its own costs, expenses,  
6 and attorneys' fees, if any. However, if any party prevails on a statutory claim which affords the  
7 prevailing party costs or attorneys' fees, or if there is a written agreement providing for an award  
8 of costs or attorneys' fees, the Arbitrator may award costs and reasonable attorneys' fees to the  
9 prevailing party. Any issue regarding the payment of fees or costs, and any disputes about the  
10 manner of proceeding shall be decided by the Arbitrator.  
11

12 **7.6.4.** The Arbitrator shall have full authority to fashion remedies and award relief consistent  
13 with limitations under federal and state law, and precedent established thereunder, whether by  
14 way of damages or the award of attorneys' fees and other costs, orders to cease and desist, or  
15 any and all other reasonable remedies designed to correct any violation which the Arbitrator  
16 may have found to have existed, including such remedies as provided under applicable state or  
17 federal law or regulation. The Arbitrator shall state the reasons for the arbitration decision. The  
18 decision of the Arbitrator is final and binding upon the parties and is enforceable in a court of  
19 competent jurisdiction.  
20

21 **7.6.5.** The application of the grievance and arbitration procedure as the exclusive remedy  
22 for claims and disputes related to wages and hours shall apply to all claims and lawsuits,  
23 including those that arise or that are pending during the terms of the parties' prior or  
24 current collective bargaining agreements regardless of when such claims were filed with  
25 any court or administrative agency.  
26

## 27 **7.7 ALLOWANCES FOR SPECIALIZED APPAREL AND MATERIALS**

28  
29 Full-time nursing bargaining unit members shall receive \$500 per academic year for materials,  
30 clothing, licensure, and other items essential to their area of instruction. The stipend shall be  
31 paid in equal installments of \$250 per semester.  
32

## 33 **ARTICLE 8.0 – PAYROLL DEDUCTIONS**

### 34 **8.1 GENERAL PROCEDURES**

35  
36 Pursuant to Education Code Section 87833, the District will deduct from the pay of bargaining  
37 unit members and pay to the Association the normal and regular monthly Association  
38 membership dues as voluntarily authorized in writing by the bargaining unit member subject to  
39 the following conditions:  
40

41  
42 **8.1.1** The Association will provide the District with documentation to show from whom any  
43 new dues should be deducted or discontinued.  
44

45 **8.1.2** The District shall not be obligated to put into effect any new, changed, or  
46 discontinued deduction until the next possible pay period.  
47

48 The Association agrees to furnish any information needed by the District to fulfill the provisions  
49 of this Article. With respect to all sums deducted by the District pursuant to authorization of the  
50 bargaining unit member, whether for membership dues, the District agrees to promptly remit  
51 monthly, within thirty (30) days following the date of deduction on the bargaining unit member's  
52 pay warrant, such moneys to the Association's designee, accompanied by an alphabetical list of  
53 bargaining unit members for whom such deductions have been made, categorizing them as to

1 membership or non-membership in the Association, and indicating any changes in personnel  
2 from the list previously furnished.

3  
4 **8.2 ASSOCIATION DUES**

5  
6 **8.2.1** Any requested changes to a bargaining unit member's membership status with the  
7 Association will be forwarded to the Association. The Association shall then inform the District in  
8 writing of changes in membership for any current member or person eligible for membership in  
9 the Association. Notifications received by the District on or before the 15<sup>th</sup> of the month will be  
10 processed and implemented for that month's payroll. Notifications received after the 15<sup>th</sup> of the  
11 month will be processed and implemented on the following month's payroll. The Association  
12 may request to meet and confer with the District on any changes to the deduction rates,  
13 amounts, assessments, or other obligations.

14  
15 **8.2.2** Payroll deductions for unit membership for part-time employees only exist during the  
16 period of actual employment.

17  
18 **8.2.3** The Association fully indemnifies and holds harmless the District for dues deducted  
19 under this Article. The hold harmless provision shall apply to any claims made by an employee  
20 or any individual or organization on the employee's behalf for payroll deductions made by the  
21 District based on information provided by the Association regarding the authorization of  
22 individual employees for payroll deductions.

23  
24 **8.2.4** The Association shall notify the District of any changes in its dues structure within  
25 thirty (30) days of notifying any member.

26  
27 **ARTICLE 9.0 – SAFETY CONDITIONS OF EMPLOYMENT**

28  
29 The District shall conform to all the applicable safety provisions of local, state, and federal safety  
30 laws, including the Occupational Safety and Health Act (OSHA).

31  
32  
33 **ARTICLE 10.0 – GRIEVANCES**

34  
35 **10.1 INTRODUCTION**

36  
37 When a bargaining unit member believes they have a grievance, they may present said  
38 grievance only through the Faculty Association. Bargaining unit member have the right to have  
39 representative(s) of their choice, from the Faculty Association, present throughout the grievance  
40 process. Nothing contained herein will be construed as limiting the right of any bargaining unit  
41 member having a grievance to discuss the matter informally with any appropriate member of the  
42 administration and to have the grievance adjusted without intervention by the Association,  
43 provided that the adjustment is not inconsistent with the terms of this agreement, and that the  
44 Association has been given an opportunity to state its views in regards to adjustment prior to the  
45 execution.

46  
47 **10.2 DEFINITIONS**

48  
49 **10.2.1 Grievance:** Disputes arising from the interpretation, application, or violation of this  
50 agreement.

51  
52 **10.2.2 Grievant:** May be any member(s) of the unit covered by the terms of this agreement  
53 or "grievant" may be the Shasta College Faculty Association (CTA/NEA).

1 **10.2.3 Day:** Any day that the college is offering classes on the regular academic calendar,  
2 including summer.

3  
4 **10.2.4 The Association:** Shasta College Faculty Association (CTA/NEA)

5  
6 **10.3 INFORMAL LEVEL**

7  
8 Before filing a formal grievance, the member should attempt to resolve the grievance through an  
9 informal conference with the immediate supervisor. After the informal level, the Association shall  
10 submit grievances to the District in accordance with the following formal procedures defined  
11 below:

12  
13 **10.4 FORMAL LEVEL**

14  
15 **10.4.1 LEVEL I**

16  
17 If a member wishes to pursue a formal grievance, then the grievance must be submitted  
18 in writing by the Association to the member's immediate supervisor within twenty (20)  
19 days after a bargaining unit member knows or reasonably should have known of the event  
20 giving rise to the grievance, or within twenty (20) days of the outcome at the informal level.  
21 This written grievance shall include a definition of the dispute arising from the  
22 interpretation, application, or violation of this agreement, the circumstances involved, the  
23 decision rendered at the informal conference, and the specific remedy sought.

24  
25 The supervisor shall communicate a decision to the Association in writing within ten (10) days  
26 after receiving the written grievance. Either the grievant or the supervisor may request a  
27 conference within the above time limit. If the supervisor does not respond within the time limits,  
28 the Association may appeal to the next level.

29  
30 **10.4.2 LEVEL II**

31  
32 **10.4.2.1** In the event the grievant is not satisfied with the decision at Level I, the decision  
33 may be appealed in writing by the Association to the Vice President in charge of the member's  
34 area. Level II appeals must be submitted within ten (10) days of receipt of the response to  
35 the Level 1 grievance. This appeal should include a copy of the original grievance, the  
36 decision rendered, and a statement of the specific reasons for the appeal.

37  
38 **10.4.2.2** The Vice President shall communicate a decision in writing to the Association within  
39 ten (10) days after receiving the appeal. Either the grievant or the Vice President may request a  
40 conference within the above time limits. If the Vice President does not respond within the time  
41 limits, the Association may submit an appeal to the next level.

42  
43 **10.4.3 LEVEL III**

44  
45 **10.4.3.1** If the grievant is not satisfied with the decision at Level II, the Association may  
46 submit a Level III appeal within ten (10) days of receipt of the Level II decision. Appeal the  
47 decision on an appropriate form to the Superintendent/ President. This statement shall include a  
48 copy of the original grievance and appeal, the decisions rendered, and a statement of the  
49 specific reasons for this appeal.

50  
51 **10.4.3.2** The Superintendent/President shall communicate his decision in writing to the  
52 Association within ten (10) days. Either the grievant or the Superintendent/President may

1 request a conference within the above time limits. If the Superintendent/President does not  
2 respond within the time limits, the Association may appeal to the next level.

3  
4 **10.4.4 LEVEL IV**

5  
6 **10.4.4.1** If the grievant is not satisfied with the decision at Level III, the Association may  
7 request in writing within ten (10) days that the grievance be submitted to arbitration through the  
8 Grievance Officer of the Association as provided in Section 3543 of Chapter 10.7 to Division 4  
9 of Title 1 of the Government Code.

10  
11 **10.4.4.2** A joint request from the District and Association will be made to the State  
12 Mediation and Conciliation Service to provide a list of arbitrators.

13  
14 **10.4.4.3** Within ten (10) days after receiving a list of arbitrators, the Superintendent/ President  
15 and the Grievance Officer will meet and reach agreement on a mutually acceptable arbitrator. In  
16 the absence of a mutually accepted method of selecting an arbitrator, the arbitrator will be  
17 selected by alternately striking a name from a list of five arbitrators submitted by the above-  
18 mentioned arbitration service.

19  
20 **10.4.4.4** The arbitrator selected will be bound by the rules of the AAA.

21  
22 **10.4.4.5** The arbitrator so selected will confer with the Superintendent/President and/or his  
23 representatives and the grievant or the Grievance Officer and hold any hearings necessary to  
24 ascertain the pertinent facts in the case. The arbitrator will issue a decision no later than thirty  
25 (30) days following the conclusion of the investigative/hearing process. The decision will be in  
26 writing and will stipulate findings of fact, reasoning, and conclusions on the issues submitted.

27  
28 **10.4.4.6** The arbitrator will be without power or authority to make any decision which requires  
29 the commission of an act prohibited by law or which violates terms of the agreement. However,  
30 it is agreed that the arbitrator is empowered to include in any award such financial  
31 reimbursement or other remedies as they judge to be proper.

32  
33 **10.4.4.7** Any dispute regarding grievability or arbitrability may be submitted to the arbitrator by  
34 either party. However, the District has the right to have the issue of arbitrability determined prior  
35 to proceeding with the arbitration on the merits of the dispute, provided the arbitration hearing is  
36 likely to extend beyond one day. The arbitrator may make a bench decision on the issue of  
37 arbitrability with the mutual consent of the parties.

38  
39 **10.4.4.8** The decision of the arbitrator will be submitted to the Superintendent/President  
40 and the Grievance Officer) and will be binding on the parties of this agreement.

41  
42 **10.4.4.9** The costs of the services of the arbitrator, including related expenses, if any, will be  
43 borne equally by the District and the grievant or the Association if they represented the grievant  
44 in the arbitration process.

45  
46 **10.5 GENERAL PROVISIONS**

47  
48 **10.5.1** All timelines in this article may be extended by mutual agreement of the District  
49 and Association.

50  
51 **10.5.2** If the Association fails to respond to, or meet, a timeline under any step in this Article,  
52 the grievance shall be deemed withdrawn, unless timelines were adjusted by mutual  
53 agreement as noted in 10.5.1. If the District fails to respond to, or meet, a timeline under any

1 step in this Article, the grievance shall automatically proceed to the next step, unless timelines  
2 were adjusted by mutual agreement as noted in 10.5.1.

3  
4 **10.5.3** Any award of retroactive compensation shall be limited to the sixty (60) days in which  
5 the bargaining unit member was in paid status immediately preceding the initiation of Step One  
6 of this grievance procedure.

7  
8 **10.5.4** Resolutions to all grievances, at any level, shall be reduced to writing and signed by  
9 representatives of the District and the Association.

## 10 **ARTICLE 11.0 – SAVINGS PROVISION**

11  
12  
13 If any provision of this contract or the application of such provision to any persons or  
14 circumstances shall be held invalid, the remainder of this contract or the application of such  
15 provision to persons or circumstances other than those as to which it is held invalid shall not be  
16 affected thereby.

## 17 **ARTICLE 12.0 – MISCELLANEOUS PROVISIONS**

### 18 **12.1 MEETING AND NEGOTIATING**

19  
20  
21  
22 **12.1.1** During negotiations which preceded this Agreement, the Association and District  
23 acknowledged that both parties had the unlimited right and opportunity to make demands and  
24 proposals with respect to any subject or matter considered a term or condition of employment.  
25 The understandings and agreements arrived at by the parties after the exercise of that right and  
26 opportunity are set forth in this Agreement.

27  
28 **12.1.2** This Agreement shall constitute the full and complete commitment between both  
29 parties. This Agreement may be amended or modified only through the voluntary, mutual  
30 consent of the parties, as noted in Article 1.3.3.

31  
32 **12.1.3** During the term of this Agreement, the District and Association expressly waive and  
33 relinquish the right to bargain collectively on any matters:

- 34  
35 A. Whether or not specifically referred to or covered in this Agreement;  
36  
37 B. Even though not within the knowledge or contemplation of either party at the time of  
38 negotiations;  
39  
40 C. Even though the matters were proposed and later withdrawn during the negotiations  
41 process.

42  
43 **12.1.4** Such waiver does not preclude bargaining collectively for subsequent, new collective  
44 bargaining agreements during the term of Agreement.

45  
46 **12.1.5** This waiver is not intended to allow the District to engage in unilateral changes to  
47 mandatory subjects of bargaining that have not been negotiated by the parties. Mandatory  
48 subjects of bargaining are those that directly impact terms and conditions of employment.  
49  
50  
51  
52

1 **ARTICLE 13.0 – FACULTY SERVICE AREAS**

2  
3 **13.1 DEFINITIONS**

4  
5 **13.1.1** As used in this article, "faculty service area" shall be equivalent to "disciplines" as  
6 adopted by the Board of Governors and as they appear in the CCCCO Minimum Qualifications  
7 Handbook.

8  
9 **13.1.2** "Minimum qualifications" means those qualifications as adopted by the Board of  
10 Governors and as they appear in the Minimum Qualifications Handbook.

11  
12 **13.1.3** A bargaining unit member is **considered "competent"** if they meet the minimum  
13 qualifications as defined in 13.1.2.

14  
15 **13.2 QUALIFICATION FOR A FACULTY SERVICE AREA**

16  
17 **13.2.1** A bargaining unit member employed prior to July 1, 1990, shall be eligible for  
18 qualification in any faculty service area to which he or she has been assigned for at least two  
19 semesters.

20  
21 **13.2.2** A bargaining unit member employed on or after July 1, 1990, shall be eligible for  
22 qualification in any faculty service area to which he or she has met the minimum qualifications  
23 as defined in 13.1.2.

24  
25 **13.2.3** A bargaining unit member may apply to the District to add faculty service areas for  
26 which the unit member qualifies.

27  
28 **13.2.3.1** On or before February 15 of the academic year, the unit member shall submit an  
29 application on the appropriate form to the Office of Instruction.

30  
31 **13.2.3.2** Upon receipt of the application, the Office of Instruction shall acknowledge date of  
32 the receipt by so indicating on a copy of the application given the employee at the time of  
33 submission.

34  
35 **13.2.3.3** The District shall grant or deny all applications for the addition of a discipline within  
36 thirty (30) working days of their receipt. The District shall notify the applicants in writing that  
37 either the faculty service area has been entered in the applicant's personnel file or the reason  
38 for denial of the application.

39  
40 **13.2.3.4** A dispute arising from an allegation that the District has improperly denied a  
41 bargaining unit member's application to qualify for a faculty service area shall be processed as a  
42 grievance according to the provisions of Article 10.

43  
44 **13.2.3.5** A bargaining unit member shall not be required to reapply for a faculty service area  
45 once it has been entered in the personnel file.

46  
47 **13.2.3.6** No bargaining unit member shall be assigned to a faculty service area unless the  
48 bargaining unit member has elected to qualify for that faculty service area.

49  
50 **13.3 RECORDS OF FACULTY SERVICE AREAS**

51  
52 **13.3.1** The District shall maintain a permanent record for each bargaining unit member  
53 employed by the District of each faculty service area for which the bargaining unit member  
54 qualifies according to Article 13.2.

1 **13.3.2** The District shall maintain a master list of the disciplines for which each bargaining  
2 unit member is qualified under the provisions of this article. The list shall include the name of  
3 each full-time bargaining unit member, their seniority number, all faculty service areas for which  
4 they qualify, and typical disciplines which they teach In the event of a layoff or reduction in force,  
5 the District shall also provide lists to the Association and the Academic Senate of any  
6 administrators who have retreat rights and the faculty service area(s) in which they qualify.

7  
8 **13.4 REASSIGNMENT**

9  
10 **13.4.1** Bargaining unit members who have established competency under Article 13.1 shall  
11 have the right to request reassignment to any faculty service area for which they possess the  
12 minimum qualifications.

13  
14 **13.4.2** Requests shall be forwarded to the appropriate vice president, who shall grant it in  
15 whole, or part, or deny it. Should any part of the request be denied, the reasons shall be given  
16 in writing.

17  
18 **13.5 LAYOFFS AND REDUCTION IN FORCE**

19  
20 **13.5.1** The District shall not reduce the number of bargaining unit members due to a decline  
21 in enrollment or the reduction or elimination of a particular kind of service except according to  
22 the following procedures:

23  
24 **13.5.1.1** Bargaining unit members affected by the reduction shall be notified in writing before  
25 March 15 preceding the academic year in which the reduction is to become effective. This  
26 notice shall be sent by registered or certified mail to the most recent address on file with the  
27 Personnel Office or delivered personally.

28  
29 **13.5.1.2** No tenured bargaining unit member shall be terminated under this Article while any  
30 probationary bargaining unit member, or any bargaining unit member with less seniority, is  
31 retained to render service in a faculty service area in which the tenured bargaining unit member  
32 possesses the minimum qualifications and is deemed competent.

33  
34 **13.5.1.3** The District shall make assignments and reassignment in a manner such that  
35 bargaining unit members shall be retained to render any service which their seniority and  
36 qualifications entitle them to render.

37  
38 **13.5.2** A bargaining unit member terminated pursuant to Education Code Section 87743  
39 shall have the rights provided for in either Education Code Section 87744 or 87745 or 87746.

40  
41 **13.5.3** Within the appropriate reemployment period in 13.5.2, a bargaining unit member may  
42 apply under Article 6.2.2.2 for retraining. Also, during this period, a bargaining unit member shall  
43 have the same rights to update the faculty service areas for which they are qualified or become  
44 qualified as those bargaining unit members not subject to layoff.

45  
46 **ARTICLE 14.0 – TRAVEL REIMBURSEMENTS**

47  
48 **14.1** Travel reimbursement is not available for bargaining unit members' travel to their  
49 regular initial duty station each duty day. Bargaining unit members required to use their personal  
50 automobiles for travel within or outside the District for assigned work are eligible for mileage  
51 reimbursement following the District's Administrative Policy 7400.

52  
53 **14.1.1** Bargaining unit members will be reimbursed for use of a personal automobile for  
54 work assignments at the prevailing IRS standard rate. Bargaining unit members will be

1 reimbursed for the most direct route of travel possible; miles driven beyond the most direct  
2 available route at the bargaining unit member's discretion will not be eligible for reimbursement.  
3 If the bargaining unit member does not leave from and/or return to their regular duty station, the  
4 total miles driven minus the regular commute miles shall be reimbursed.  
5

6 **14.1.2** In the event it becomes necessary to add a duty station to the workday of a full-time  
7 bargaining unit member, such additions shall be discussed with the bargaining unit member  
8 prior to finalization of the additional location. The supervising administrator shall attempt to  
9 reach mutual agreement with the bargaining unit member before assigning an additional duty  
10 station. If mutual agreement cannot be reached, the least senior, available, and qualified  
11 bargaining unit member will be assigned.  
12

13 **14.2** Part-time bargaining unit members shall be paid for travel to their class or classes for  
14 mileage beyond 45 miles round trip with a maximum number of 80 paid miles. The distance is  
15 measured from city center to city center.  
16

## 17 **ARTICLE 15.0 – INTELLECTUAL PROPERTY RIGHTS**

### 18 **15.1 DEFINITION**

19 "Intellectual Property" is an original work, concept, design, process or invention that may be  
20 copyrighted or patented.  
21

### 22 **15.2 INDIVIDUAL AGREEMENT**

23 A unit member contemplating the development of intellectual property with any potential  
24 commercial value which is to be developed in whole or in part on District time or with District  
25 resources shall enter into an agreement with the District concerning ownership of such  
26 intellectual property. The agreement shall generally provide:  
27

28 **15.2.1** The unit member shall own the intellectual property.  
29

30 **15.2.2** Any costs incurred by the District (including but not limited to stipends,  
31 released/reassigned time, equipment, or supplies) shall be reimbursed with the District receiving  
32 fifty percent of all payments received by the unit member until all costs incurred by the District  
33 have been reimbursed.  
34

35 **15.2.3** The District shall be granted a no-cost license, to run in perpetuity, for the use of the  
36 intellectual property for District purposes.  
37

### 38 **15.3 EXTRAORDINARY CIRCUMSTANCES**

39 If it can reasonably be anticipated that a particular project has significant potential commercial  
40 value and/or the District support is substantial, the District may require that the individual  
41 agreement provide for the sharing of any profits.  
42

43 **15.4** This article shall not be subject to Article 10, Grievance.  
44

## 45 **ARTICLE 16.0 – PART-TIME REEMPLOYMENT PREFERENCE**

### 46 **16.1 DEFINITION**

47 For the purposes of this article, a business day is defined as any day when the District's  
48 Administrative offices are open for business.  
49

1 **16.2 PART-TIME BARGAINING UNIT MEMBER QUALIFICATIONS**

2  
3 Every part-time bargaining unit member must meet any local qualifications and the minimum  
4 qualifications for the discipline to which they are assigned as approved by the California  
5 Community College Board of Governors.  
6

7 **16.3 REEMPLOYMENT POOL**

- 8  
9 A. The District shall maintain a reemployment preference pool (Pool), which is designed to  
10 provide reasonable continuity, protection and predictability to both bargaining unit  
11 members and the District relative to the on-going process of making faculty  
12 assignments. This Pool shall be maintained and updated by the Human Resources  
13 Department.  
14  
15 B. All part-time bargaining unit members employed as of August 16, 2021, will be placed in  
16 the Pool. Part-time faculty will remain in the Pool unless a subsequent evaluation  
17 determines removal from the Pool, as described below.  
18  
19 C. The Pool shall identify the part-time unit member's seniority date and courses previously  
20 taught. When making assignments, the District shall adhere to Article 16.5  
21 Reemployment Preference and Assignment.  
22  
23 D. If, in an evaluation after initial placement into the Pool, the part-time bargaining unit  
24 member earns ratings below "Meets" in any category, the supervising administrator will  
25 determine if the member a) remains in the Pool, b) is removed from the Pool, or c)  
26 remains in the Pool pending completion of an improvement plan, which should take  
27 place within two semesters, but may be extended based on the availability of courses  
28 and the member's availability to be assigned courses. Upon completion of the  
29 Performance Improvement Plan, the supervising administrator will make the final  
30 determination if the member will remain in the Pool. This final determination will include  
31 consideration of the part-time bargaining unit member's historical performance and  
32 performance during the improvement plan. If the member fails to complete the  
33 improvement plan within the timeframe stated in the plan, and the member earns ratings  
34 below "Meets" in any category, they must be removed from the pool.  
35  
36 E. A part-time bargaining member may be removed from the pool, at any time, if there are  
37 significant performance issues between evaluations that impact student learning.  
38  
39 F. Part-time bargaining unit members must be notified in writing if they are being removed  
40 from the Pool. They will then have the opportunity for a conference with the supervising  
41 administrator, and, if requested, a Faculty Association representative. The part-time  
42 bargaining unit member must request the conference in writing within ten (10) business  
43 days of notification. After the conference, the supervising administrator will notify the  
44 part-time bargaining unit member of the final determination within five (5) business days.  
45  
46 G. If removed from the Pool, part-time bargaining unit members may appeal the decision, in  
47 writing, to the appropriate Vice President. The Vice President's decision will be rendered  
48 within ten (10) business days of receiving the written appeal and will be considered final.  
49  
50 H. When removed due to a performance evaluation, part-time bargaining unit members will  
51 re-enter the Pool if they earn "Meets" or better in each category in a subsequent  
52 evaluation and have not been disqualified from the pool under Article 16.5.4(d).  
53 Evaluation deadlines in this article may be extended by mutual agreement between the  
54 Faculty Association and District. A year for this purpose will be July 1 to June 30.

- 1 I. Part-time Faculty will be removed from the Pool after four consecutive semesters with no  
2 assignments unless the faculty member has requested to remain in the Pool and the  
3 supervising administrator has confirmed it is likely the faculty will be offered an  
4 assignment in the upcoming academic year. Part-time faculty shall maintain seniority  
5 pursuant to Article 16.5.4.d.  
6

#### 7 **16.4 PROCEDURES FOR PART-TIME FACULTY ASSIGNMENTS**

8

- 9 A. All assignments for part-time faculty are contingent upon needs of the District and  
10 available funds, consistent with Ed Code Sections 87482.5 and 87474, and subject to  
11 exceptions in Article 16.5.  
12
- 13 B. For instructional assignments, the division dean will consult with part-time bargaining  
14 unit members regarding availability to teach courses each semester and summer  
15 session. Members then receive notification of the assignment pursuant to Articles 4.4,  
16 7.2.4.3, and 16.6.  
17
- 18 C. For non-instructional assignments, part-time bargaining unit members will complete a  
19 Calendar Form requesting their assignment for each semester, summer session,  
20 intersessions, and spring break. These part-time bargaining unit members shall be  
21 notified of the form due date at least ten (10) business days prior to the due date. These  
22 members shall receive notification of assignment pursuant to Article 16.6.  
23
- 24 D. In no cases shall part-time faculty be assigned to more than 67% of a full-time  
25 assignment for faculty performing comparable duties. The 67% limit only applies to fall  
26 and spring semesters.  
27
- 28 E. Service in professional ancillary activities by part-time bargaining unit members  
29 including, but not limited to, governance and staff development, shall not be used for  
30 purposes of calculating eligibility for permanent status.  
31
- 32 F. The District balances part-time instructional assignments, including those for short-term  
33 courses, over the entire semester to maintain compliance with the 67% limit. A short-  
34 term course does not cause part-time instructional bargaining unit members to exceed  
35 the 67% limit when their total semester load remains at or below the 67% limit.  
36
- 37 G. The maximum allowable assignment (based on 67% rule) for part-time non-instructional  
38 faculty between the first day and final day of the fall semester and the first day and final  
39 day of the spring semester as defined in the District approved Academic Calendar shall  
40 be up to 800 (400 per semester) assigned hours (based on 175 days) (175 days x 7  
41 hrs/day = 1225 x 0.67% = 820.75 rounded down to 800 to prevent overage.). The District  
42 may balance part-time non-instructional assignments over the entire semester to  
43 maintain compliance with the 67% limit.  
44

#### 45 **16.5 REEMPLOYMENT PREFERENCE AND ASSIGNMENT**

46

47 **16.5.1** In all cases, part-time assignments are temporary in nature, contingent on enrollment  
48 and funding, and subject to program changes. No part-time bargaining unit member has  
49 reasonable assurance of continued employment at any point, irrespective of the status, length of  
50 service, or reemployment preference of that part-time, temporary bargaining unit member.  
51 Additionally, in the case of non-instructional faculty the District may modify a schedule based on  
52 District need.  
53

1 **16.5.2** Relative experience with relevant courses, currency of knowledge, qualifications, and  
2 program need will be considered in all assignments. The factors to be considered, in no order of  
3 priority, include, but are not limited to:  
4

- 5 A. Employee qualifications for the assignment including training in online teaching  
6 technologies and instructional strategies;
- 7 B. Expertise and/or proven experience in the specific requirements of the assignment  
8 and/or format;
- 9
- 10 C. Employee ability to use and expose students to current information, technology and  
11 skills required in the assignment;
- 12
- 13 D. Employee availability at time of need;
- 14
- 15 E. An employee's course assignment pattern over the previous four (4) semesters.
- 16

17 **16.5.3** Re-employment and assignment from the part-time hiring Pool applies to the  
18 assignment of part-time bargaining unit members only and is subject to the following exceptions,  
19 as determined by the District:  
20

- 21 A. The hiring of additional full-time bargaining unit members requiring a reduction in the  
22 number of available classes or work assignments to part-time bargaining unit member;
- 23
- 24 B. The need to fill the contractual load for a full-time bargaining unit member.
- 25

26 **16.5.4** Part-time assignments may be made on a conditional basis relating to enrollment,  
27 non-instructional needs, and/or budget with the understanding that changes may be made to the  
28 assignment before or after the start of the semester. When and if changes are made to an  
29 assignment, the following shall apply:  
30

- 31 A. If a class is canceled before the start of the semester an alternate work assignment may  
32 be offered, if available;
- 33
- 34 B. Nothing in this provision entitles a part-time bargaining unit member to an alternative  
35 assignment or bumping rights;
- 36
- 37 C. The parties acknowledge that from time to time, there may be a new position, area of  
38 need, or course requiring additional qualifications, expertise, or specialization. In these  
39 instances, the District may consider the qualifications and any additional information  
40 supplied by current part-time bargaining unit member prior to hiring external candidates.
- 41

42 **16.5.5** When the District determines that more than one part-time bargaining unit member  
43 from the Pool would be equally qualified for a requested assignment based on considerations  
44 outlined in Article 16.5.1, the assignment will be based on seniority.  
45

- 46 A. If two or more part-time bargaining unit members have the same hire date, seniority  
47 placement will be determined by the total number of courses taught since their hire date.  
48 If the total number of courses taught since the hire date is identical, their seniority  
49 standing will be determined by lot. For non-instructional bargaining unit members hired  
50 on the same date, seniority placement must be determined by the total number of hours  
51 of service since their hire date. If the total number of hours of service is identical, their  
52 seniority standing must be determined by lot.

- 1 B. Should additional sections become available with fewer than six weeks prior to the start  
2 of the course(s), the assignment(s) will be determined by the supervising administrator in  
3 accordance with Article 16.5.1.  
4
- 5 C. Seniority shall be determined by the original date of hire as a part-time bargaining unit  
6 member in the department or similar unit, not prior service with the District as  
7 administrators or classified personnel. Full-time instructional bargaining unit members  
8 who retire and become part-time bargaining unit members within one year of retirement  
9 will automatically enter the Pool. Their seniority placement will be based on the total  
10 number of overloads taught in the last 3.5 years of teaching. For non-instructional full-  
11 time bargaining unit members who retire and become part-time bargaining unit  
12 members, seniority placement must be based on the total number of days of service in  
13 the last 3.5 years of service. Once the bargaining unit member has been evaluated as a  
14 part-time bargaining unit member for the first time since retirement, they are subject to  
15 the same policies outlined in 16.3 above regarding their retention in the Pool. However,  
16 under no circumstances will a full-time member bump a part-time member simply to  
17 retain an overload in the form of load banking or an extra pay assignment. The seniority  
18 list will be updated and published by the District at the end of each semester. This list  
19 will include the faculty service areas for each member on the list. All assignments will be  
20 based upon the most current seniority list at the time of scheduling.  
21
- 22 D. A part-time bargaining unit member may lose their seniority hire date and eligibility for  
23 re-employment preference if a part-time bargaining unit member is not employed for  
24 twenty-four (24) months. A part-time bargaining unit member may lose their seniority hire  
25 date and eligibility for re-employment preference if removed from the Pool in accordance  
26 with Article 16.3 above. Subsequent re-employment preference shall be subject to the  
27 eligibility requirements outlined above. If the part-time bargaining unit member is rehired,  
28 their new hire date will be their seniority date.  
29

30 **16.5.5** In all cases, part-time assignments are temporary in nature, contingent on enrollment  
31 and funding, and subject to program changes. No part-time bargaining unit member has  
32 reasonable assurance of continued employment at any point, irrespective of the status, length of  
33 service, or reemployment preference of that part-time, temporary bargaining unit member.  
34

35 **16.5.6** Part-time coaching assignments are excluded from the provisions of this article.  
36

37 **16.5.7** Nothing in the above is to be construed as granting "bumping" rights to part-time  
38 faculty unit members on the basis of seniority should any given part-time bargaining unit  
39 member's class not make. Seniority, although worthy of note, will not be a deciding factor  
40 should a unit member apply for a full-time position with the district.  
41

## 42 **16.6** NOTIFICATION OF ASSIGNMENT

43

- 44 A. Part-time bargaining unit members shall be notified in writing of, and accept in writing,  
45 whenever possible, a proposed assignment. Notification and response should take the  
46 form of a letter or email but may not be verbal.  
47
- 48 B. When declining a written proposed assignment under part (a), part-time bargaining unit  
49 members shall inform their Supervising Administrator, in writing, within ten (10) business  
50 days of receipt of the written proposed assignment. Failure to do so may mean the  
51 proposed assignment may be reassigned to another bargaining unit member and may  
52 result in removal from the Pool.  
53

- 1 C. The supervising administrator shall notify the part-time bargaining unit member when  
2 there is a change of assignment, loss of existing assignment, or lack of any assignment.  
3 The part-time bargaining unit member may request a meeting with the Supervising  
4 Administrator to discuss the change of assignment, loss of existing assignment, or lack  
5 of any assignment. Part-time bargaining unit members are subject to such assignments  
6 or change in assignment in the best interests of the District.  
7
- 8 D. Part-time bargaining unit members shall receive written confirmation of their assignment  
9 as approved by the Supervising Administrator. Whenever possible, notification shall be  
10 made at least six (6) weeks prior to the beginning of the assignment.  
11
- 12 E. After the instructional assignment has been mutually accepted by the faculty member  
13 and the supervising administrator, Human Resources (HR) will send the faculty member  
14 an hourly assignment contract for review. The faculty member is required to sign and  
15 return the contract to HR as an acknowledgment of the assignment. The signed contract  
16 must be returned no later than the assignment census date. If discrepancies are found in  
17 the assignment contract, the faculty member must notify HR within two (2) Business  
18 Days to address and resolve the discrepancies prior to returning the contract. HR will  
19 issue a revised assignment contract for faculty to review and signature within two  
20 Business Days. For any contracts not returned to HR, receipt of first payment of the  
21 assignment should be considered acceptance of assignment.  
22
- 23 F. Inability to take an assignment already agreed to shall not entitle the part-time  
24 bargaining unit member to an alternative assignment for that semester.  
25
- 26 G. A non-instructional assignment that has been offered to a bargaining unit member may  
27 be canceled by the District at any time before the first scheduled duty day for the  
28 assignment or at any time during the term of the assignment if conditions arise, as  
29 determined by the District, which make maintaining the assignment impractical.  
30

## 31 **16.7 LEAVES OF ABSENCE**

32  
33 A part-time bargaining unit member who is granted a leave under Article 6 maintains all rights  
34 provided for under this Article in the same manner as if that employee had worked in his or her  
35 similar assignment rather than taking leave. A part-time bargaining unit member who is not  
36 granted leave but who signs an agreement for an assignment and then rescinds any or all of it  
37 less than one month prior to the assignment beginning will lose Pool rights until the next  
38 evaluation, at which time the unit member will be subject to the same policies outlined in 16.3  
39 above regarding their retention in the Pool.  
40

## 41 **ARTICLE 17.0 – MANAGEMENT RIGHTS**

42  
43 **17.1** The Association recognizes and agrees that the exercise of the express and implied  
44 legal powers, rights, duties, and responsibilities by the Board and District, e.g., the adoption of  
45 policies, rules, regulations, and practices in furtherance of these powers, and the use of  
46 judgment and discretion in connection therewith shall be limited only by the specific and express  
47 terms of this Agreement.

48 **17.2** The Association recognizes and agrees that the District retains its right to amend,  
49 modify, or rescind policies and practices referred to in this Agreement in case of emergency. An  
50 "emergency" is considered an Act of God, a natural disaster, or other dire interruption of the  
51 District program. Where an emergency is declared, the District shall immediately notify and  
52 consult with the Association. The Association agrees it will abide by such emergency decisions  
53 of the Board during the time of the declared emergency.

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**17.3** Except as otherwise agreed to in this agreement, it is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, those duties and powers is the right to: determine the times and hours of operation; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns and personnel requirements; maintain the efficiency of District operation; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work as legally allowed under the Education and Government Codes.

**Shasta-Tehama-Trinity Joint  
Community College District**

**Shasta College Faculty  
Association/CTA/NEA**



\_\_\_\_\_  
Dr. Frank Nigro  
District Superintendent/President

\_\_\_\_\_  
Aaron Maready  
President

Date: 11/13/25

Date: 11/13/25

# APPENDIX A CALENDARS

The most current, negotiated Academic Calendar appears on the Office of Instruction website at <https://www.shastacollege.edu/academics/academic-calendars/>.

Fall Semester Starts 8/18  
Fall Semester Ends 12/19

Spring Semester Starts 1/21  
Spring Semester Ends 5/22

5) Mandatory Flex Days: 8/15 and 1/20  
6) Fall: 16M/T, 17 W/TH/F  
7) Spring: 15M, 16 T/F, 17W/TH

## Shasta College 2025-26 All District Calendar

<p>4 Independence Day</p>	<p><b>JULY 2025</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> <tr><td></td><td></td><td>1</td><td>2</td><td>3</td><td>H</td><td>5</td></tr> <tr><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td></tr> <tr><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td></tr> <tr><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td></tr> <tr><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td><td></td><td></td></tr> </table>	S	M	T	W	Th	F	S			1	2	3	H	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31			<p>1 New Year's Day Holiday 19 Dr. M.L. King Jr. Day Holiday 20 Mandatory FLEX Day 21 Spring Semester Begins 8 Instructional Days 5 Floating Flex Days</p>							
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<p>15 Mandatory FLEX Day 1 Floating Flex Day (Academic Staff Report) 18 Fall Semester Begins 10 Instructional Days</p>	<p><b>AUGUST 2025</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> <tr><td></td><td></td><td></td><td></td><td></td><td>1</td><td>2</td></tr> <tr><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td></tr> <tr><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td></tr> <tr><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td></tr> <tr><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td></tr> <tr><td>31</td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </table>	S	M	T	W	Th	F	S						1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31							<p>13 Lincoln Day Holiday 16 Washington Day Holiday 18 Instructional Days</p>
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<p>11 Veterans Day Holiday 24-26 College Open; No Classes 27-28 Thanksgiving Holiday 14 Instructional Days 3 Floating FLEX Days</p>	<p><b>NOVEMBER 2025</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td>1</td></tr> <tr><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td></tr> <tr><td>9</td><td>10</td><td>H</td><td>12</td><td>13</td><td>14</td><td>15</td></tr> <tr><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td></tr> <tr><td>23</td><td>24</td><td>25</td><td>26</td><td>H</td><td>H</td><td>29</td></tr> <tr><td>30</td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </table>	S	M	T	W	Th	F	S							1	2	3	4	5	6	7	8	9	10	H	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	H	H	29	30							<p>22 Last Day of Spring Semester Commencement 25 Memorial Day Holiday 16 Instructional Days</p>
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Fall Semester Total Days:	83	<span style="border: 1px solid black; display: inline-block; width: 15px; height: 10px; background-color: #90EE90;"></span> Start/End of Semester
Spring Semester Total Days:	81	
Total Instructional Days:	164	<span style="background-color: #FFB6C1; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span> FLEX Day ***
FLEX Days:	11	<span style="background-color: #ADD8E6; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span> Mandatory FLEX Day
Administrative Total Working Days:	246	<span style="background-color: #FFD700; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span> Spring Recess
		<span style="background-color: #FFD700; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span> H Holidays

All Academic Year Classified Employees must work 175 days. Please obtain Supervisor approval on annual work schedule form.  
 \*\*Holiday placement in-between semesters is subject to CSEA approval  
 \*\*\*Floating Flex Days (Article 4.8) are mandatory for instructional faculty except where noted in Article 4.8.5;  
 Floating Flex Days designate what days officially count toward our 175-day requirement, but activities for flex can be completed at any time between July 1 of the academic year and June 30.

Board of Trustee Approval 12/17/2024

## **APPENDIX B EVALUATION FORMS**

The Faculty Association and District shall rely primarily upon Academic Senate recommendations for development and revisions of all evaluation forms. The forms are listed below and appear on the Office of Instruction and Human Resources intranets. Minor edits may be made at any time to the documents on the intranets. When changes are made affecting the content, the Faculty Association and district shall mutually agree on the changes before any changes are made on the intranets.

### **Student Opinion Surveys**

- A. Student Opinion Surveys athletic trainer
- B. Student Opinion Surveys for counselor
- C. Student Opinion Surveys for in-person instructor
- D. Student Opinion Surveys for librarian
- E. Student Opinion Surveys for online instructor
- F. Student Opinion Surveys for psychological counselor

### **Worksite Observation Forms**

- A. Worksite Observation Form for athletic trainer
- B. Worksite Observation Form for counselor
- C. Worksite Observation Form for in-person instructor
- D. Worksite Observation Form for librarian
- E. Worksite Observation Form for online instructor
- F. Worksite Observation Form for psychological counselor

### **Self-Appraisal Forms**

- A. Self-Appraisal Form for instructional faculty
- B. Self-Appraisal Form for non-instructional faculty

### **Professional Activities Forms**

- A. Professional Activities Form for full-time instructional faculty
- B. Professional Activities Form for full-time non-instructional faculty

### **Summary Report Forms**

- A. Summary Report Form for probationary instructional faculty
- B. Summary Report Form for probationary non-instructional faculty
- C. Summary Report Form for tenured instructional faculty
- D. Summary Report Form for tenured non-instructional faculty
- E. Summary Report Form for part-time instructional faculty
- F. Summary Report Form for part-time non-instructional faculty
- G. Summary Report Form for full-time temporary instructional faculty
- H. Summary Report Form for full-time temporary non-instructional faculty

### **Performance Improvement Plan Forms**

- A. Performance Improvement Plan Form for part-time faculty
- B. Performance Improvement Plan Form for full-time faculty

## APPENDIX C SALARY SCHEDULES

Current Salary Schedules are listed under Salary Schedules on the Human Resources website.

### Appendix C-1: Instructional 175-Day Full-Time Faculty Salary Schedule

SHASTA-TEHAMA-TRINITY JOINT COMMUNITY COLLEGE DISTRICT  
INSTRUCTIONAL 175 DAY FULL-TIME FACULTY SALARY SCHEDULE  
2025-2026

Includes 3.3% Increase (COLA 2.3% + 1%)  
Board Approved 9/11/2024, Effective 7/1/2025

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
±	Step 1 is no longer used for placement				
2	63,500.44	67,012.11	70,525.46	74,038.71	77,550.37
3	65,881.71	69,525.06	73,170.17	76,815.17	80,458.51
4	68,352.27	72,132.25	75,914.05	79,695.73	83,475.70
5	70,915.48	74,837.21	78,760.82	82,684.32	86,606.04
6	73,574.81	77,643.61	81,714.36	85,784.99	89,853.77
7	76,333.87	80,555.24	84,778.64	89,001.92	93,223.28
8	79,196.39	83,576.06	87,957.84	92,339.50	96,719.16
9	82,166.25	86,710.17	91,256.26	95,802.23	100,346.12
10	85,247.49	89,961.80	94,678.37	99,394.81	104,109.10
11	88,444.27	93,335.36	98,228.81	103,122.12	108,013.20
12	91,760.93	96,835.44	101,912.39	106,989.20	112,063.69
13	95,201.97	100,466.77	105,734.11	111,001.29	116,266.08

Extended Service Differential Steps

16	98,058.02	103,480.77	108,906.13	114,331.33	119,754.06
19	100,999.76	106,585.20	112,173.31	117,761.27	123,346.68
22	104,029.76	109,782.75	115,538.51	121,294.11	127,047.08
25	107,150.65	113,076.23	119,004.67	124,932.93	130,858.50
28	110,365.17	116,468.52	122,574.81	128,680.92	134,784.25

A doctorate differential of \$2,000 will be added to the salary  
when an earned doctorate is held by the instructor. This makes  
the maximum instructional salary . . . . .

136,784.25

Appendix C-2: Non-Instructional 195-Day Full-Time Faculty Salary Schedule

SHASTA-TEHAMA-TRINITY JOINT COMMUNITY COLLEGE DISTRICT  
NON-INSTRUCTIONAL 195 DAY FULL-TIME FACULTY SALARY SCHEDULE  
2025-2026

Includes 3.3% Increase (COLA 2.3% + 1%)  
Board Approved 9/11/2024, Effective 7/1/2025

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
±	Step 1 is no longer used for placement				
2	70,757.64	74,670.63	78,585.48	82,500.27	86,413.27
3	73,411.05	77,470.77	81,532.43	85,594.03	89,653.77
4	76,163.97	80,375.93	84,589.90	88,803.81	93,015.78
5	79,020.12	83,390.03	87,762.02	92,133.95	96,503.87
6	81,983.37	86,517.15	91,053.10	95,588.98	100,122.77
7	85,057.75	89,761.54	94,467.59	99,173.56	103,877.37
8	88,247.41	93,127.60	98,010.12	102,892.57	107,772.78
9	91,556.69	96,619.89	101,685.50	106,751.04	111,814.25
10	94,990.07	100,243.13	105,498.71	110,754.21	116,007.29
11	98,552.19	104,002.25	109,454.91	114,907.49	120,357.56
12	102,247.90	107,902.34	113,559.47	119,216.52	124,870.97
13	106,082.20	111,948.67	117,817.95	123,687.14	129,553.63

Extended Service Differential Steps

16	109,264.66	115,307.13	121,352.49	127,397.75	133,440.24
19	112,542.60	118,766.35	124,993.06	131,219.69	137,443.45
22	115,918.88	122,329.34	128,742.85	135,156.28	141,566.75
25	119,396.45	125,999.22	132,605.14	139,210.96	145,813.75
28	122,978.34	129,779.19	136,583.29	143,387.29	150,188.17

A doctorate differential of \$2,000 will be added to the salary when an earned doctorate is held by the instructor. This makes the maximum instructional salary . . . . .

152,188.17

Appendix C-3: Part-Time Certificated Employees' Hourly Salary Schedule #1 Non-Teaching and Non-Credit

**SHASTA-TEHAMA-TRINITY JOINT COMMUNITY COLLEGE DISTRICT  
PART-TIME CERTIFICATED EMPLOYEES' HOURLY SALARY SCHEDULE  
SCHEDULE #1 NON-TEACHING & NON-CREDIT  
2025-2026**

Includes 3.3% Increase (COLA 2.3% + 1%)  
Board Approved 9/11/2024, Effective 8/1/2025

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
1	59.1853	60.5325	61.8645	63.1963	64.5588
2	60.5325	61.8645	63.1963	64.5588	65.8906
3	61.8645	63.1963	64.5588	65.8906	67.2226
4	63.1963	64.5588	65.8906	67.2226	68.5698
5	64.5588	65.8906	67.2226	68.5698	69.9171
6	65.8906	67.2226	68.5698	69.9171	71.2642
7	67.2226	68.5698	69.9171	71.2642	72.5808
8	68.5698	69.9171	71.2642	72.5808	73.9587

*Vertical progression on the salary schedule is based upon the criteria outlined in Board Policy 4141.1 for faculty employed before July 1, 1974. For faculty hired July 1, 1974 and after, please refer to the Academic Master Contract Agreement, Section 7.2.1 – Requirements for Salary Classifications.*

*A doctorate differential of \$1.90 per hour will be added to an instructor's hourly salary schedule when an earned doctorate is verified.*

Appendix C-4: Part-Time Instructional Employees' Hourly Salary Schedule #2 –  
Lab/Activity/Clinical

**SHASTA-TEHAMA-TRINITY JOINT COMMUNITY COLLEGE DISTRICT  
PART-TIME INSTRUCTIONAL EMPLOYEES' HOURLY SALARY SCHEDULE  
SCHEDULE #2 - LAB/ACTIVITY/CLINICAL  
2025-2026**

Includes 3.3% Increase (COLA 2.3% + 1%)  
Board Approved 9/11/2024, Effective 8/1/2025

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
1	64.5510	66.0221	67.4634	68.9044	70.3909
2	66.0221	67.4634	68.9044	70.3909	71.8468
3	67.4634	68.9044	70.3909	71.8468	73.3180
4	68.9044	70.3909	71.8468	73.3180	74.7741
5	70.3909	71.8468	73.3180	74.7741	76.2453
6	71.8468	73.3180	74.7741	76.2453	77.7014
7	73.3180	74.7741	76.2453	77.7014	79.1577
8	74.7741	76.2453	77.7014	79.1577	80.6438

*Vertical progression on the salary schedule is based upon the criteria outlined in Board Policy 4141.1 for faculty employed before July 1, 1974. For faculty hired July 1, 1974 and after, please refer to the Academic Master Contract Agreement, Section 7.2.1 – Requirements for Salary Classifications.*

*A doctorate differential of \$1.90 per hour will be added to an instructor's hourly salary schedule when an earned doctorate is verified.*

Appendix C-3: Part-Time Certificated Employees' Hourly Salary Schedule #1 Non-Teaching and Non-Credit

**SHASTA-TEHAMA-TRINITY JOINT COMMUNITY COLLEGE DISTRICT  
PART-TIME INSTRUCTIONAL EMPLOYEES' HOURLY SALARY SCHEDULE  
SCHEDULE #3 - LECTURE  
2025-2026**

Includes 3.3% Increase (COLA 2.3% + 1%)  
Board Approved 9/11/2024, Effective 8/1/2025

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
1	67.3733	68.8897	70.4057	71.9669	73.4833
2	68.8897	70.4057	71.9669	73.4833	74.9843
3	70.4057	71.9669	73.4833	74.9843	76.5304
4	71.9669	73.4833	74.9843	76.5304	78.0468
5	73.4833	74.9843	76.5304	78.0468	79.5630
6	74.9843	76.5304	78.0468	79.5630	81.0942
7	76.5304	78.0468	79.5630	81.0942	82.6255
8	78.0468	79.5630	81.0942	82.6255	84.2015

*Vertical progression on the salary schedule is based upon the criteria outlined in Board Policy 4141.1 for faculty employed before July 1, 1974. For faculty hired July 1, 1974 and after, please refer to the Academic Master Contract Agreement, Section 7.2.1 – Requirements for Salary Classifications.*

*A doctorate differential of \$1.90 per hour will be added to an instructor's hourly salary schedule when an earned doctorate is verified.*

## APPENDIX D SABBATICAL MATERIALS

A fillable Word version of the Sabbatical Application Form is available from the Office of Instruction.

Appendix D-1

### Sabbatical Application Form

<b>Name</b>	
<b>Department:</b>	
<b>Division</b>	
<b>Hire date:</b>	
<b>Year of last sabbatical:</b>	

1. What type of sabbatical are you applying for? (Check one.)	
	Pursuit of a course of study within my discipline to enhance currency in my field and/or allow me to teach new or enhanced courses in my discipline.
	Pursuit of a course of study in another faculty service area. Such study may allow me to teach in a different discipline.
	Travel or research that is conducive to improving work effectiveness or program design related to my primary assignment.
	Travel or research that is conducive to improving District processes or practices
	Work in my field of expertise to acquire new techniques, knowledge, and/or materials consistent with current industrial, business, and/or professional practices.
	Other

2. Briefly describe your project (100 words):

3. How will this sabbatical enhance your ability to do your job?

4. How will this sabbatical benefit students and the district?

5. Feasibility:	
a.	Provide a timeline for completing each step of your project.
b.	What arrangements have you made or will you have to make in order to complete the goals of your sabbatical project?

6. Alignment with District objectives:	
a.	How does this project align with the District Educational Master Plan? ( <a href="#">Link</a> )
b.	How does this project align with the District's current Strategic Plan? ( <a href="#">Link</a> )

7. How does your project address needs identified in your primary work area, including in your Annual Plans and Program Review?

<b>8. Service record: Please list your professional activities in the last 3 years (or attach a Professional Activities form if completed in the last year):</b>	
<b>a.</b>	<b>Committee work (ad hoc, standing, governance, and advisory)</b> <i>Directions: List committees, dates served, and role.</i>
<b>b.</b>	<b>Curriculum development and review within established cycles:</b> List participation in curriculum review and proposal processes.
<b>c.</b>	<b>Program review and annual planning within established cycles:</b> Describe role in program review process and annual plan creation, such as initiatives.
<b>d.</b>	<b>Selection committees:</b> List hiring committees served on, dates served, and role.
<b>e.</b>	<b>Student learning outcomes process related to continuous quality improvement of programs:</b> Describe participation in the learning outcomes processes, such as timely submission of LOs, participation in area discussions of LOs, or other activities related to the continuous quality improvement of your program or other programs, including collaborations with other faculty on issues related to student learning and success.
<b>f.</b>	<b>Peer evaluations:</b> Describe participation in the evaluation process: observing part-time or full-time faculty, service on tenure committees, and/or service on full-time temporary faculty committees.
<b>g.</b>	<b>Division and Department meetings:</b> Describe participation in division and department meetings.
<b>h.</b>	<b>Other:</b> List any other activities related to your service to the District that does not fall in the categories above. Include all professional development, efforts to stay current in cultural competency, conference or workshop attendance and/or participation, research, and/or publications. Also include, where applicable, work done as a coordinator, program director, or for a stipend.

Appendix D-2

**Sabbatical Ranking Rubric**

Criteria	Exemplary (10)	Good (8)	Marginal (6)	Poor (4 or fewer points)	Score	Comments
<b>Enhances Employee's Job Performance</b>	Project directly and strongly enhances employee's job performance	Project has clear benefits to employee's job performance	Project somewhat benefits employee's job performance	Project does not benefit employee's job performance		
<b>Benefit to Students, Staff, and District</b>	Project directly and strongly benefits students, staff, and the District (impact across several programs and courses)	Project has clear benefits students, staff, and the District (impact across entire department/ several course sections)	Project somewhat benefits students, staff, and the District (impact only on applicant's courses)	Project does not benefit students, staff, and the District (no clear benefit)		
<b>Feasibility</b>	Project has a clear timeline, realistic objectives, and a feasible plan for implementation	Project has a mostly clear timeline, realistic objectives, and a feasible plan for implementation	Project has a somewhat unclear timeline and/or somewhat unrealistic objectives and or is somewhat infeasible	Project has unclear timelines, unrealistic objectives, and/or is not feasible		
<b>Alignment with District Goals</b>	Project is strongly linked to SC mission, vision and/or strategic goals.	Project is linked to SC mission, vision, and/or strategic goals.	Project has weak links to SC mission, vision, and/or strategic goals.	Project has no links to SC mission, vision, and/or strategic goals.		
<b>Work Area Needs</b>	Project directly and strongly addresses needs identified in work area, especially as identified through Program Review and/or Annual Plan	Project has clear connection to needs identified in work area, especially as identified through Program Review and/or Area Plan	Project somewhat connected to needs in work area, especially as identified through Program Review and/or Area Plan	Project does not address needs in work area, especially as identified through Program Review and/or Area Plan		

<b>Service record</b>	Excellent and consistent record of service to the District	Good record of service to the District	Marginal record of service to the District	Poor record of service to the District		
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	(4-6 points)	(1-3 points)	Score
<b>Longevity</b>	10 or more years	5-9 years	

TOTAL: \_\_\_/66 ("Qualified": Minimum score of 56)

**APPENDIX E  
FACULTY COORDINATOR MATERIALS**

APPENDIX E-1

**SHASTA-TEHAMA-TRINITY COMMUNITY COLLEGE DISTRICT JOB  
DESCRIPTION**

**FACULTY COORDINATOR**

**Description:**

Faculty Coordinators are central to the effective functioning of specific areas within the district. Faculty Coordinators are faculty who, working under the direction of and in collaboration with the supervising administrator, assist in the coordination of the assigned area, helping to ensure that the area's programs meet the academic standards of the division, district, and system, and that they serve the needs of a diverse student population. The Faculty Coordinators Program is described in Article 4.6 of the faculty Collective Bargaining Agreement for Shasta College.

**Scope:**

Faculty Coordinators coordinate area work as described below, but they are not solely responsible, as Coordinators, for completing the instructional-related duties of other faculty as described in Article 2.1.5. These duties include curriculum development and review, program review and annual planning, hiring committees, and student learning outcomes processes. Faculty Coordinators have no supervisory responsibilities toward other faculty or staff.

**Duties:**

These are the typical duties of the Faculty Coordinator position. Other duties may be mutually agreed upon with the supervising administrator. The Faculty Coordinator can be expected to do the following:

1. Communication
  - Hold area meetings at least once per semester
  - Communicate area-specific news and information to relevant stakeholders
  - Be the point of contact for directing questions regarding course equivalencies and issues concerning curriculum or program matters
  - Advise on relations with educational partners at the high schools or colleges or universities
  - Seek consensus on and communicate area needs to supervising administrator
  - Meet annually with supervising administrator to review and modify specific list of duties
  - Communicate issues with facilities or equipment to appropriate staff as needed

- Maintain professional relationships with division staff and be courteous, timely, and responsive when communicating with division office
2. Coordination and planning
- Coordinate regular review and discussion of student- and program-related data on success, persistence, and completion
  - Coordinate area learning outcomes processes
  - Coordinate process annual plans and program reviews; facilitate discussion of and document area and/or program goals.
  - Work with area Curriculum Committee representatives to coordinate completion of area curriculum and program updates.
  - With other faculty coordinators and Interest Area counselors, facilitate discussions of Interest Area curriculum and program-related elements
  - Make recommendations to the supervising administrator on area budgets
  - Communicate with other faculty coordinators on common issues, including best practices and professional development
  - Collaborate with Extended Education faculty as needed
  - Coordinate regular updates to the Credit by Examination/Assessment list and other credit for prior learning options
3. Hiring, evaluation, and class assignments
- Coordinate identification of peer evaluators for part-time and contingent faculty
  - Coordinate mentoring of part-time and contingent faculty; provide mentoring as needed
  - Assist in equitable hiring practices for full- and part-time searches as needed; assist in drafting of full-time faculty hiring requests as needed; provide input on part-time faculty position postings; assist in formulation of questions and teaching demonstrations
  - Orient new faculty to department requirements, policies, and practices
  - Provide input to supervising administrator on class schedules and appropriate assignments for full- and part-time faculty
4. Area presence
- Give input on marketing, area websites, and outreach efforts as needed
  - Regularly review area catalog pages, associated websites, and program maps for accuracy
  - Help identify potential area committee representatives as needed
5. Other
- Regularly participate in area coordinator meetings and trainings as required, including review of the Faculty Handbook and other information pertinent to the Faculty Coordinator role

- Keep current in district- and system-wide developments like Guided Pathways, AB705, culturally responsive curriculum, etc.
- Ensure area representation in higher level planning meetings as needed
- Be responsive to feedback for improvement from area colleagues and staff

[6. Career Technical areas only:]

- Coordinate advisory committees, committee meetings, and meeting minutes.
- Coordinate area input on accreditation-required documents in areas where program continuance is dependent on outside accrediting bodies

**Feedback:**

Given that constructive feedback is essential for the continuous improvement of faculty coordinators, faculty coordinators will annually receive aggregated survey results and anonymous comments from all area faculty and from those division staff they work most closely with. This feedback will not be part of the faculty evaluation process described in Article 5 of the faculty Collective Bargaining Agreement for Shasta College.

APPENDIX E-2

**FACULTY COORDINATOR DIVISION ALLOCATION RUBRIC**

DIVISION	FT faculty in division (Weight: 1)	PT faculty in division (Weight: 2)	Number of annual plans in division (Weight: 1)	Number of comprehensive institutional program reviews (Weight: 1)	Number advisory committees (Weight: 1)	Weighted totals:	Allocated % of coordinators budget of \$100,000:	Actual allocation:
ACSS								
BACTE								
DAPS								
SLAM								

## Appendix F

### Examples of Course Load Calculation

All five examples are for a 3-unit lecture course with a maximum of 54 contact hours. Calculations for all courses will vary depending on unit value and course modality.

Example 1: 3-unit fully in person class meeting on Thursdays (17 meetings in the semester)

Calculation:

$$\text{clock hours} = [(170+10)/60] \times 17$$

$$\text{total clock hours} = \mathbf{51}$$

In this example, the class meets on Thursdays (17 meetings) from 5-7:50 (3 hours per meeting).

Contact hours equal number of hours per week multiplied by the number of weeks in the semester (18) =54 contact hours.

The calculation for the clock hours is the total meeting minutes per class (170 minutes, as determined by the \*Instructional Hours Chart ), plus 10 for passing, divided by 60 (number of minutes in an hour), multiplied by the number of meetings.  $[(170 + 10)/60] \times 17 = 51$

Example 2: 3-unit Monday/Wednesday (32 meetings) lecture course taught during the full-semester. The class meets for 1.5 hours from 8-9:15 twice weekly (excluding holidays).

Calculation:

$$\text{Clock hours} = [(75+10)/60] \times 32$$

$$\text{Total clock hours equal } \mathbf{45.33}$$

In this example, the class meets on Mondays and Wednesdays with two holidays during the semester (32 meetings) from 8-9:15 (3 hours/week).

The calculation for the clock hours is the total meeting minutes per class (75 minutes, as determined by the \*Instructional Hours Chart ), plus 10 for passing, divided by 60 (number of minutes in an hour), multiplied by the number of meetings.  $[(75 + 10)/60] \times 32 = 45.33$ .

\*\* please note if the same class meets Tuesday/Thursday there will be 34 meetings and the total clock hours equals 48.16

Example 3: 3-unit hybrid lecture course taught during the full-semester. The in-person portion of the class meets on 17 Tuesdays for 1.5 hours from 8-9:15.

Calculation:

Clock hours in-person portion =  $[(75+10)/60] \times 17 = 24.08$

Clock hours online portion =  $27 - (27/18) = 25.5$

Total clock hours equal **49.58**

In this example, the class meets on Tuesdays (17 meetings) for 1.5 hours from 8-9:15.

The calculation for the in-person portion of clock hours is equal to the total meeting minutes per class (75) plus 10 minutes for passing, divided by 60 (number of minutes in an hour) multiplied by the number of meetings.  $[(75 + 10) / 60] \times 17 = \mathbf{24.08}$ .

The calculation for the online portion of clock hours is to first deduct the flex hours from the online contact hours.  $27/18 = 1.5$ . In this example, 1.5 hours deducted from 27 (online contact hours) equals **25.5**.

The sum of the two calculations is the full number of clock hours for the course.  $24.08 + 25.5 = \mathbf{49.58}$ .

Example 4: 3-unit short term fully online class.

Calculation:

Due to no reductions in the number of meeting days (such as holidays) and no deductions due to Flex calendar

Clock hours = Contact hours = **54** hours (max hours available)

Example 5: 3-unit full term fully online class.

Calculation:

clock hours =  $54 \times 17$

total Flex hours =  $54/18 = 3$

total contact hours = **51**

In this example, the class is similar to Example 4, except there is a deduction due to the Flex calendar (3 hours).

Similarly, if the class had max clock hours of 72, the flex hours increase to 4 ( $72/18 = 4$ ) and the contact hours are calculated to be 68 ( $72-4 = 68$ ). If the class had a max clock hours of 90, the calculation changes to reflect the increased flex hours  $90/18 = 5$ .

\*The Instructional Chart of Hours is mandated by the State Chancellor's Office