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ARTICLE 1.0 – CONDITIONS OF THE CONTRACT

1.1 AGREEMENT

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

1.2 UNIT STABILITY

The Board recognizes the Association as the exclusive representative of all full-time and part-time regular or contract academic employees, summer school academic employees, employees who are replacements for academic employees on leave for a semester or year of absence or sabbatical leave, and those hourly paid academic employees and temporary academic employees, who are also hourly paid and excluding substitutes and employees designated by the Board as follows:

District Superintendent/President
Vice Presidents
Associate Vice Presidents
Deans
Associate Deans
Directors
Supervisors
Confidential Classified
Presenters of fee based classes
Instructors of Community and Contract Ed classes

Payroll deductions for unit membership for part-time employees only exists during the period of actual employment. No unit positions of the Association will be changed during the term of the contract without the mutual consent of the Association and the Board.

1.3 TERM OF THE CONTRACT

1.3.1 The parties agree that for the period from July 1, 2019 through June 30, 2020, the prior Agreement with the stated term of July 1, 2018 through June 30, 2019 shall be considered the terms of the contract between the parties. The term of this agreement shall be July 1, 2020, through June 30, 2023 and thereafter shall continue in effect until the parties enter into a new agreement.

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

1.3.3 REVISION OF THE CONTRACT

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

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For the 2020-21 and 2021-22 academic year**s**, the parties may reopen negotiations on compensation and two (2) other articles of the Agreement by giving written notice to the other party by January 1, 2021 and January 1, 2022 respectively.

For the 2022-2023 academic year, the parties may reopen negotiations on compensation and the successor contract by giving written notice to the other party by January 1, 2023.

1.4 RATIFICATION

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

1.5 EFFECT OF AGREEMENT

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

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ARTICLE 2.0 – HOURS OF EMPLOYMENT

2.1 DEFINITIONS

2.1.1 Calendar--The calendar for the academic year appears as Appendix A of this Contract. The academic year excludes winter intersession, spring break, and summer periods to allow part-time bargaining unit members to teach during intersessions without courses at those times counting toward the 67% limit for fall and spring semesters. An intersession is defined as time between the regular calendared fall and spring semesters.

Winter intersession begins the day after the last day of finals for the fall semester and ends the day before spring classes begin. If a class is scheduled as a winter intersession course, it must begin on a day after the last day of finals, but may overlap with the spring semester. No overlap may be for more than five (5) instructional days. Overlapping winter intersession classes will be included in the spring schedule of classes, but must be highlighted as a winter intersession class and will not count toward the 67% limit for part-time instructors for fall or spring semesters.

Spring break begins the day after the last calendared semester day of instruction before the break, and ends the day before the first day instruction resumes after the break. If a class is scheduled as a spring break intersession course, it must begin on a day after the last day of semester classes, but may overlap with the remainder of the spring semester. No overlap may be for more than five (5) instructional days. Overlapping spring break classes will be included in the spring schedule of classes, but must be highlighted as a spring break class and will not count toward the 67% limit for part-time instructors for spring semesters.

Summer intersession begins the day after the last day of finals for the spring semester and ends the day before fall classes begin. If a class is scheduled as a summer intersession course, it must begin on a day after the last day of finals, but may overlap with the fall semester. No overlap may be for more than five (5) instructional days. Overlapping summer classes will be included in the fall schedule of classes, but must be highlighted as a summer class and will not count toward the 67% limit for part-time instructors for fall semesters.

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

2.1.2 Consecutive Hours of Employment – Those hours starting from the beginning of the first class of a given instructor until the conclusion of their final class in any calendar day.

2.1.3 Days of Employment – The number of days of service for the academic year is 175 days. The number of days of service for non-instructional bargaining unit members shall be 195 days. There are 175 days of instruction each academic year.

2.1.4 Duty Year – The duty year shall start with the first instructional bargaining unit member duty day on the academic calendar and shall end for each individual bargaining unit member on the last duty day on the academic calendar, or with the submission of grades in June and the permission of the appropriate administrator(s) designated by the Superintendent/President. The duty year for non-instructional bargaining unit members is July 1 through June 30. Each non-instructional bargaining unit member will meet individually with their supervising administrator to mutually agree to a 195-day work year. By mutual agreement, any days between July 1 and June 30 may be included in the duty year. Non-instructional bargaining unit members shall be provided a break of four consecutive weeks per calendar year, unless otherwise mutually agreed. Assignment agreements must be made and signed by both parties by February 15 of

the preceding year. Non-instructional bargaining unit member longevity will be considered in making schedule assignments, with senior bargaining unit members having the first choice of work schedules.

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

2.1.5 Instructional-related activities - "Instructional-related activities" must be performed by all full-time instructional bargaining unit members to fulfill the required 12.5% of their workload for (Article 4.4) beyond 75% for teaching duties and 12.5% for student conference hours. Instructional-related activities may include, but are not limited to, participation in the following:

- Committee work (ad hoc, standing, governance, and advisory)
- Curriculum development and review within established cycles
- Program review and area planning within established cycles
- Selection committees
- Division and Department meetings (see Article 2.2.11)

2.1.6 Mentor Program - The purposes of the Mentor Program are to communicate the District's culture and mission, facilitate the new full-time probationary bargaining unit member's understanding of the District's operations and expectations; and enhance the new employee's ability to make positive contributions to the District's community, operations, and culture efficiently and effectively. Mentors are expected to meet with their mentees weekly. Procedures for the Mentor Program are provided in Article 5, section 5.5.1.

2.2 TERMS

2.2.1 It is the expressed intent of this Section to include only academic contract bargaining unit members and regular bargaining unit members as defined in Education Code, Section 87601, (a) and (b), except those bargaining unit members employed on an hourly basis.

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

2.2.3 Bargaining unit members whose duties are classroom instruction shall be on duty on a College campus daily/weekly as much as is required to fulfill their teaching, office hour, committee work, departmental professional functions and other professional obligations. Prorating of the duty hours based on the bargaining unit member load formula may be applied. It is understood that instructional related activities may require additional hours off-campus to be performed at the discretion of the bargaining unit member.

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

2.2.5 A schedule including the bargaining unit member's approved class schedule and providing for at least five (5) instructional hours (250 minutes) for student conference per week shall be prepared by the bargaining unit member and submitted in writing to their supervising administrator, the Vice President of Instruction, and the Admissions and Records Office. The Division Office shall post a schedule of office hours on bargaining unit members' office doors by the end of the first week of scheduled classes in each semester. Student conference periods

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shall be for a minimum of 30 minutes and shall be scheduled in a manner to best meet the needs of the students. Bargaining unit members shall remain in their offices during the scheduled student conference hours unless another arrangement has been approved in advance, and in writing, by the appropriate supervising administrator. Online and hybrid courses may include office hours at an alternative location, including via online communication technologies, provided they are regularly scheduled and clearly communicated with the supervising administrator and students.

2.2.6 Those bargaining unit members who are assigned full time to non-classroom responsibilities shall be scheduled duties for an average of thirty-five (35) hours per week during the contract year. Non-classroom responsibilities may require a minimum of five (5) additional hours either on or off-campus for non-classroom-related activities to be performed at the professional discretion of the bargaining unit member. Any bargaining unit member whose assignment encompasses both classroom teaching and non-classroom duties will be assigned in accordance with the District Faculty Load Calculations.

2.2.6.1 Full-time counselors shall be entitled to one (1) hour of preparation time for each contracted day of service per contract year. The District may, at its option, schedule one-half (1/2) hour of preparation time for up to forty-five (45) work days per contract year and no more than two (2) hours of preparation in any one day at other times. Counselors who teach a course as part of their contract load are entitled to one hour of preparation time for each hour of instruction. Preparation time shall be on-campus duty time. Time not scheduled for counseling appointments, preparation, meetings, or other appropriate purposes shall be available for drop-in counseling.

2.2.7 Bargaining unit members whose first day of paid service was prior to September 1, 1989, will be assigned a major percentage of their instructional load between the hours of 8 am and 5 pm, Monday through Friday, whenever possible. If, because of special needs of the District, it becomes necessary to assign bargaining unit members at other times, such assignment will be made by mutual agreement between the bargaining unit member and the supervisor as evidenced by the unit member's signature on an official load report, or, if mutual agreement cannot be reached, the appropriate Vice President will make the assignment only after documenting all the alternatives considered and justifying the need for the assignment in writing. All loads so assigned will be considered in the District load policy. No such load will require daily scheduled classroom instruction spanning more than 7 hours unless (1) specifically requested in writing by the bargaining unit member and (2) approved in writing by the appropriate immediate supervisor.

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

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

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

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2.2.11 All bargaining unit members, including those using distance education systems, shall attend department and division meetings scheduled by their supervising administrator as part of their instructional-related activities, unless excused in writing and in advance of the meeting. Unit members may participate in the required activities remotely, using video and/or audio communication technologies.

ARTICLE 3.0 – TRAVEL REIMBURSEMENTS

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

3.1.1 Bargaining unit members will be reimbursed for use of a personal automobile for work assignments at the prevailing IRS standard rate. Bargaining unit members will be reimbursed for the most direct route of travel possible; miles driven beyond the most direct available route at the bargaining unit member's discretion will not be eligible for reimbursement. If the bargaining unit member does not leave from and/or return to their regular duty station, the total miles driven minus the regular commute miles shall be reimbursed.

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

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

ARTICLE 4.0 – WORKLOAD

4.1 BARGAINING UNIT MEMBER LOAD CALCULATION

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

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

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

- Each lecture/discussion hour per week per 18 week semester (540 total annual hours) = 6 2/3% (100% ÷ 15 hrs/week = 6 2/3%). Due to the effects of rounding of decimal places when calculating loads, the following scale and pattern will apply.

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Hrs/Wk	Load Factor
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 ENGL 190, ENGL 196, ENGL 1A, and ENGL 1AH per 18 week semester (480 annual) = 7.5% (100% ÷ 13.33 hrs/week = 7.5%) effective with the 2007-08 academic year.
- 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.

4.1.2 The number of instructional hours in each category (lecture/discussion, lab, activity, non-directed lab [nursing], and non credit) for a given course will be obtained from the approved course outline.

4.1.3 The number of weekly hours in each category will be the number of hours obtained from the course outline divided by eighteen (18).

4.2 BARGAINING UNIT MEMBER LOAD BANK

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

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

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

4.2.3 Whenever a bargaining unit member is underloaded, the District may assign up to the required average as defined in Section 4 herein; or if the underload is due to insufficient enrollment, the District may then reassign any full-time bargaining unit member to another instructional area or division.

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

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

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

4.2.5 If a bargaining unit member leaves the Faculty Association bargaining unit, or District employment, or retires, any negative load bank balance is erased and the bargaining unit member has no obligation to compensate the District based on the negative balance. Any positive balance will be paid to the bargaining unit member upon leaving the bargaining unit.

4.2.6 An over-load assignment is a separate, voluntary assignment requested by the bargaining unit member in addition to the member's assigned load that requires a separate contract. The member is compensated at the part-time hourly rate.

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

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

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4.3.2 The number of students in laboratory sections shall not exceed the number of established stations and/or available equipment or teaching aides.

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

4.4.1 If a bargaining unit member is not satisfied with the proposed schedule for the bargaining unit member's assignment, the bargaining unit member may appeal the schedule by giving a written notice of appeal to their Division. Such appeal must be filed within five (5) business days of receipt of the proposed schedule. The appeal shall be on a form agreeable to the District and the Association and shall include the original schedule, the bargaining unit member's requested schedule, and the bargaining unit member's reasons for requesting a schedule change.

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

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

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

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

4.6 FACULTY COORDINATORS

Faculty Coordinators shall be defined as follows:

4.6.1 Faculty Coordinators: Full-time, part-time, retired, or Emeritus Instructional bargaining unit members who assist department dean with the instructional aspects of coordinating a department. Retired or Emeritus Instructional bargaining unit members can only be considered

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for the position if no full-time bargaining unit members are interested in the position for that year. Retired or Emeritus bargaining unit members must have been employed with the District as instructional bargaining unit members within the prior three years to be eligible to serve as a Faculty Coordinator.

4.6.2 Faculty Coordinators are selected at the beginning of each academic year or may be selected at the end of the previous academic year to serve the following year.

4.6.3 Faculty Coordinators will be selected each year using an election process within each department. If there is only one qualified volunteer they will be selected by a faculty dean. If two or more qualified bargaining unit members volunteer for the position during the same academic year, a secret ballot vote shall be held using email or other online surveys to select the Faculty Coordinator. All department full-time and part-time department members are eligible to vote.

4.6.4 Faculty Coordinators will hold the position for one academic year and will be compensated at a rate outlined in 7.3.4.1.

4.6.5 All Faculty Coordinator work assignments are mutually agreed to by the Faculty Coordinator and the department Dean. Any disputes arising relative to workload will be reviewed and settled by the Vice President of Instruction and the President of the Faculty Association.

4.6.6 Faculty Coordinator positions may be broken into fractions. Based on division demands, a Supervising Administrator may assign different faculty a percentage of the total annual job. As an example, through mutual consent, a Supervising Administrator may allocate 75% of a Faculty Coordinator's responsibility and pay to one faculty member, and the remaining 25% may be allocated to another.

4.6.7 A full-time Faculty Coordinator is expected to work on the average of 90 hours per semester.

4.7 PART-TIME PARITY

Part-Time temporary bargaining unit member parity shall be defined as follows:

4.7.1 Instructional Bargaining unit members: Instructional bargaining unit member's annual salaries compensate them for work; 75% of which is devoted to teaching, preparation, and grading; 12.5% devoted to office hours, and 12.5% for curriculum development, meetings, and other professional activities.

Parity pay rates shall be calculated as follows:

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

- Divided by 525 hours to determine the hourly rate for lecture classes (15 hours per week per 17.5 week semester).

- Divided by 467 hours to determine the hourly rate for composition lecture ENGL 190 and ENGL 1A classes effective with the fall 2007-08 academic year (13.33 hours per week per 17.5 week semester).

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- Divided by 700 hours to determine the hourly rate for lab/activity classes (20 hours per week per 17.5 week semester).

- Divided by 700 hours to determine the hourly rate for non-directed lab (nursing) classes (20 hours per week per 17.5 week semester).

- Divided by 875 hours to determine the hourly rate for non-credit classes (25 hours per week per 17.5 week semester).

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

Parity rates shall be calculated as follows:

Class and step annual rates on the full-time faculty salary schedule (175 day) will be multiplied by 87.5%, which represents the scheduled activities portion of a full-time bargaining unit members' workload as defined in this section. The amount arrived in this calculation shall be:

divided by 1,225 hours to determine the hourly rate for non-instructional bargaining unit members (175 days x 7 hours per day).

4.8 FLEX CALENDAR DAYS

"Flex Days" are negotiated days on which instructional bargaining unit members are released from their assigned instructional duties, but are required to perform other instructional related activities for one or more of the following objectives: personal improvement, student improvement, and instructional improvement. These activities can be: a) selected by each individual bargaining unit member from a list of pre-approved activities provided by the District, or b) projects initiated by a bargaining unit member in an effort to enhance teaching and/or learning and approved in advance by the Division Dean.

4.8.1 Mandatory Flex Days: As part of the process of negotiating the academic calendar, the District and Association will include negotiations regarding mandatory flex days. Mandatory flex day attendance shall not exceed six (6) hours. For any agreed to mandatory flex day, all full-time instructional bargaining unit members to whom flex applies must attend all mandatory flex day activities, participate in alternative activities as approved by their supervising administrator and the Vice President of Instruction, or be in an approved leave status.

4.8.1.1 List of District's Pre-Approved Flex Activities: The District will maintain a list of pre-approved activities in electronic form that will allow bargaining unit members to interactively and quickly calculate the total number of flex hours associated with their chosen/intended activities.

4.8.1.2 Suggested additions to the list of pre-approved flex activities will be performed on an on-going basis. The maintenance of the public list is the responsibility of the District, which will keep them updated such as to provide the bargaining unit member with a broad range of activities to select from.

4.8.1.3 No activity present on the pre-approved list on the first day of the academic year will be deleted during the course of that year.

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4.8.2 Flex Projects Initiated by Bargaining Unit Members: These are personal, student, and/or instructional improvement activities proposed by bargaining unit member(s) which need previous approval by the Division Dean.

4.8.2.1 To pursue transparency in the process of approval of flex-hour projects outside the list of the District's pre-approved activities, and to promote consistent standards of approval, the Vice President of Instruction will maintain a public electronic archive of approved bargaining unit member initiated projects, which bargaining unit members will be able to access via the District website.

4.8.2.2 The District will provide a simple electronic form (see Appendix G-1) to facilitate the submission of project approval requests to the appropriate Dean.

4.8.3 Approval Process of Bargaining Unit Member Initiated Flex Activities: When a project is approved, a copy of the form signed by the Dean will be provided to the bargaining unit member(s) involved and an electronic version of the approved form added to the public archive of such projects as per section 4.5.2.1.

4.8.3.1 In the eventuality that the District denies approval of a flex activity project presented by a faculty member(s), the reasons for the denial should be set in writing and signed by the Dean on the same project approval request form before being returned to the originating member(s). If the faculty member(s) whose project is denied for flex credit is not satisfied with the reasons provided by the Dean, they can request the Association to appoint a "Proposal Appeal Committee" for review and arbitration, and notify the Division that such action is taken.

4.8.3.2 When the bargaining unit member opts for the appeal process following a flex project denial, they should notify the Division Dean of the decision. Within five (5) working days (defined in accordance with 10.2.3) of the member's request, a Proposal Appeal Committee will be constituted, comprised of three members: a member appointed by the Association, a member appointed by the supervising administrator and a third member selected by the Association's representative and the District's representative.

4.8.3.3 Within ten (10) working days of receiving the appeal, the Proposed Appeal Committee shall meet to review, discuss, and decide on the issue. They will provide a written copy of their conclusions to the appealing bargaining unit member and the supervising administrator. Their decision will be considered final.

4.8.4 The Office of Instruction will provide bargaining unit members with updated information regarding the number of flex hours completed to allow them to correct for any deficiency within the operative calendar year.

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

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

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4.8.7 Exemptions: Full- and part-time bargaining unit members teaching summer school, short-term, some positive attendance courses, or courses with mandated hours when the hours are not reduced because of the flexible calendar are not subject to the flex activities stated in this Article.

ARTICLE 5.0 – EVALUATION POLICY

5.1 INTRODUCTION

The District shall evaluate bargaining unit members on a uniform basis. Contract bargaining unit members shall be evaluated each semester each year, regular bargaining unit members shall be evaluated at least once every three academic years, and part-time and temporary bargaining unit members shall be evaluated within the first year of employment and at least once every six semesters that the employee renders service. The Vice President of the division in which the faculty member works will supervise the overall evaluation process.

The criteria for evaluation shall be as set forth in the Evaluation Summary Report, Appendix B, which is attached hereto and incorporated herein by reference.

See Appendix B-1, B-2, B-3. Also, see Appendix B-5 and B-6 for Improvement Guidelines and Plan.

5.2 DEFINITIONS

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

5.2.1 For the purpose of this Article, **"contract instructor"** means a bargaining unit member who is employed on the basis of a contract in accordance with the provisions of Education Code Sections 87604 through 87609. A contract instructor is a probationary employee. A "contract instructor" is commonly referred to as "probationary faculty" at Shasta College.

5.2.2 "Regular instructor" means a bargaining unit member who is employed in accordance with the provisions of Education Code Section 87608(c) or 87608.5(c) or Section 87609(a). A regular instructor is commonly referred to as "tenured" or "permanent" at Shasta College.

5.2.3 "Part-time" or "Adjunct" faculty means a bargaining unit member employed in accordance with Education Code Section 87482.5.

5.2.4 "Appropriate administrator" means a supervising administrator or an administrator senior to the supervising administrator in the chain of command.

5.2.5 "Supervising Administrator" means the administrator with primary responsibility for evaluating the unit member. (This definition applies throughout this collective bargaining agreement.)

5.2.6 Personnel File – The formal file maintained by the college related to the person's employment.

5.2.7 Evaluation File – any documents associated with evaluation of performance related to contract responsibilities. The evaluation file shall be considered as part of the overall Personnel File.

5.2.8 "Temporary Instructor" means a bargaining unit member employed in accordance with Education Code Section 87470, 87471, 87478, 87480, 87481 or 87482.

5.2.9. "Evaluation Committee" for regular bargaining unit members is a committee comprised of one peer faculty member and the supervising administrator.

5.2.10 "Evaluation Committee" for temporary bargaining unit members is a committee comprised of one to three peer faculty members and the supervising administrator.

5.3 PROCEDURAL RIGHTS

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

- Transmission of written evaluations and assessments to the bargaining unit member.
- Opportunity for the bargaining unit member to react or respond in writing to the written evaluation and assessment.
- To know the recommendation of the supervisor.
- Notification in writing of unsatisfactory performance, including recommended improvements.
- Provision of assistance to improve performance.
- Upon request, representation by the Association at any conference concerning an evaluation.

5.4 INSTRUMENTS FOR THE EVALUATION OF TEACHING UNIT MEMBERS

By the first class meeting, bargaining unit members will have available for each student a written copy of the course description, objectives, grading, testing, attendance, and other requirements expected of the students. This information will establish the primary basis for evaluation of the course and the bargaining unit member by the various parties involved.

Each supervising administrator will orient his/her division members to be evaluated near the beginning of the school year or semester of evaluation. They will:

a. Acquaint bargaining unit members with the College's total program of bargaining unit member evaluation (i.e., philosophy, objectives, staff responsibilities, procedures and processes, evaluative instruments, etc.);

b. Make clear to the bargaining unit members to whom they are chiefly responsible for their evaluation and retention; and

c. Advise the bargaining unit members of any particulars concerning professional responsibilities which might influence the bargaining unit members' evaluations.

Student evaluation shall be implemented upon request by the bargaining unit member, supervising administrator, or Vice President of Instruction.

5.4.1 STUDENT OPINION SURVEYS

5.4.1.1 The objective of student evaluation is to:

a. Determine student response to the fulfillment of the stated and distributed course objectives.

b. Give a basis for the bargaining unit members, and supervising administrator to communicate for the purpose of maintaining a strong instructional program.

c. Become an official part of the bargaining unit member's confidential evaluation file for use in the overall evaluation process.

5.4.1.2 The Research Office shall perform the work of distributing, collecting, and compiling the reports from the Student Opinion of Teaching for the bargaining unit member being evaluated and shall:

a. Assure the responses will remain anonymous and that procedures for gathering information are clear and consistently followed.

b. Oversee the distribution and collection of Student Opinion of Teaching forms to/from all classes taught by the bargaining unit member being evaluated.

c. Summarize the Student Opinion of Teaching form data, maintaining confidentiality.

d. Submit student comment forms and tabulated form results to the supervising administrator via email. The supervising administrator shall provide the written student comments as well as the tabulated results to the bargaining unit member as soon as possible upon submission of semester grades (generally, before the start of the next term).

e. The supervising administrator’s copy of the STOTS including both tabulated results and written student comment forms will be returned to the appropriate Vice President (Instruction or Student Services) with the Evaluation Summary Report. Upon review of the Vice President, the Evaluation Summary Report and student tabulated results will be forwarded to the Human Resources Office for placement in the evaluation section of the personnel file. For Permanent, Tenured Bargaining Unit Members, written student comment forms will be included in the unit members’ evaluation file only upon written request by either the supervising administrator or the bargaining unit member. For probationary faculty, all written documentation is maintained by the supervising administrator until a tenure decision is made. Once that decision has been made, the Evaluation Summary Reports and tabulated student opinion results are forwarded to the Human Resources Office for placement in the evaluation section of the personnel file. At that time, if the Evaluation materials include handouts, syllabi, and written student comment forms, those materials are removed and returned to the supervising administrator.

5.4.1.3 Criteria for student evaluation:

An evaluation instrument will be used which includes the following criteria and will be designed in such a way to reflect the nature of the class (i.e., lab, activity, lecture, etc.):

a. Were the course objectives clearly distributed, explained, and fulfilled?

b. Were the grading assignments, required materials, and other miscellaneous course materials appropriate?

c. Are the requirements appropriate for fulfilling the course objectives and unit value for the course?

d. Was the course useful and practical for the student?

e. Was the material organized and presented in a clear, interesting, and meaningful manner?

f. Was the classroom atmosphere appropriate for learning (i.e., was the student free to express his/her views; was the bargaining unit member courteous; did the bargaining unit member stimulate intellectual curiosity)?

g. Was the student able to receive adequate out-of-class assistance from the bargaining unit member?

h. Did the bargaining unit member attend to the mechanical aspects of the class (i.e., returning papers quickly, starting class on time, etc.)?

5.4.1.4 An appropriate student opinion instrument using criteria related to the job description may be used for evaluation of non-teaching bargaining unit members.

5.4.1.5 A class section may be excluded from the STOT collection process with the mutual consent of the instructor and the supervising administrator.

5.4.2 ADMINISTRATIVE AND PEER OBSERVATIONS

This procedure will be supervised by the appropriate administrator but will involve other administrators and Division Deans.

5.4.2.1 Each supervising administrator will inform the regular bargaining unit members of the division schedule for carrying out the evaluations and the post-observation conferences.

5.4.2.2 Whenever possible, it would be desirable to have the administrative or peer observations in one of the classes being evaluated by students.

5.4.2.3 Each supervising administrator or other evaluator should adhere to the following criteria as he/she completes each classroom observation report; hence, his/her actual classroom observations should be guided by these criteria and the report should:

a. Include significant data regarding factors which may influence teaching performance (e.g., number of different class preparations, number of students in class, years of experience teaching the particular course, classroom facilities, etc.).

b. Be based upon full context of total observation.

c. Be in terms of observable behavior. Judgments of teaching performance should refer to behavior as recorded in the report.

d. Avoid observations which cannot be supported by specific instances or generally accepted criteria of good educational practices (e.g., reports should not reflect disagreements over theories of teaching methods and procedures where the methods and procedures in question are commonly used and appropriate to the purposes of the class).

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e. The classroom observation will be recorded on the appropriate observation form (see Appendix B-1).

5.4.2.4 Each evaluator should make certain that post-observation conferences are held with the bargaining unit member concerned as soon as possible following the observations but generally no later than five (5) working days following the observation. If the conference has not been held within seven (7) working days of the observation, a new observation shall be conducted.

a. During the conference the bargaining unit member shall be allowed to read and react to the observation report.

b. Both strengths and possible weaknesses will be considered. Any specific suggestions as to recommended improvement should be included in the report.

c. Upon conclusion of the conference, the observation report shall be signed both by the bargaining unit member and the evaluator. The bargaining unit member shall have the opportunity to present his/her own comments in writing within ten working days on the substance of the report. Signing the report does not necessarily indicate that the evaluated unit member agrees with the report, but only that he/she has read the report. The bargaining unit member will receive a copy of the signed report.

d. After the conference, the original copy of each observation report will be:

- in the case of evaluation of probationary unit members, sent to the chairperson of the Individual Tenure Review Committee and become part of the Evaluation Summary Report, or;
- in the case of evaluation of regular (tenured) unit members, part-time or full-time temporary unit members, kept by the supervising administrator and become part of the Evaluation Summary Report.

5.4.3 OTHER INFORMATION

The supervising administrator having responsibilities for evaluation should observe the following guidelines regarding the use and content of the evaluation reports and other data gathered as part of the evaluation.

5.4.3.1 Should data be collected which adversely affects the bargaining unit member being evaluated, the nature of this data should be known to him/her in order that he/she may make the recommended improvements.

5.4.3.2 No data should be collected from sources not having responsibilities for evaluation unless those sources have knowledge that the information will be used in the evaluation process and give their written permission for the materials to be used for evaluating purposes.

5.4.3.3 All written complaints which may be detrimental to the evaluation of a bargaining unit member should not be considered valid unless: 1) the nature of the complaint or criticism has been signed as a complaint or criticism by the originating source, and 2) the bargaining unit member has been given an opportunity to react to the complaint. Student evaluations will be utilized in the summary form.

5.4.3.4 Only with the written permission of the bargaining unit member may the evaluation summary report be based upon information obtained by using a videotape or other recording device in the classroom or worksite.

5.5 EVALUATION PROCEDURE FOR PROBATIONARY BARGAINING UNIT MEMBERS

5.5.1 This section describes the procedures to be followed for a probationary bargaining unit member to achieve tenure. No probationary unit member, including an administrator reassigned under the District's Administrator Retreat Rights policy, shall be granted tenure without complying with these procedures. Tenure will require completing the entire four-year process. Each probationary unit member serving under his/her first contract shall be assigned a mentor. A mentor may be assigned to the probationary unit member during the second and third contracts when requested by either the Individual Tenure Review or the Institutional Tenure Review Committee. The appropriate Vice President shall have the authority to assign a mentor during the second and/or third contract years.

5.5.2 INDIVIDUAL TENURE REVIEW COMMITTEES

An Individual Tenure Review Committee shall be formed for each probationary unit member.

5.5.2.1 The Committee shall be composed of the supervising administrator for the bargaining unit member and three tenured faculty from the Faculty Service Areas and appointed by the supervising administrator. In the event that the Faculty Service Area does not have three tenured members available, tenured faculty from other Faculty Service Areas may be appointed. Each Individual Tenure Review Committee shall be chaired by the supervising administrator for the probationary unit member. The Chair will be a participating member of the Individual Tenure Review Committee.

5.5.2.2 All bargaining unit members of Individual Tenure Review Committees must be confirmed annually by the Academic Senate Executive Board, or each time there is a change in the Committee's membership.

5.5.2.3 During the first semester of service, all members of any newly constituted Individual Tenure Review Committee are required to participate in in-service training specifically designed for evaluators and developed by the Institutional Tenure Review Committee. Failure to complete this required training during the first semester of service on an Individual Tenure Review Committee shall result in immediate removal from the Committee. In such cases, confirmation of a replacement committee member who has received evaluator training within the previous three years shall be sought from the Academic Senate.

5.5.2.4 The Individual Tenure Review Committee chair shall be responsible for calling initial meetings, coordinating activities of the Committee, representing the Committee to management employees, and other officially designated duties.

5.5.2.5 No meetings of an Individual Tenure Review Committee shall be conducted unless at least two bargaining unit members and one administrator are present.

5.5.3 PROCEDURES FOR THE INDIVIDUAL TENURE REVIEW COMMITTEE

5.5.3.1 The Individual Tenure Review Committee shall meet with the probationary bargaining unit member being evaluated to discuss the procedures and timelines for the evaluation. At the option of the bargaining unit member being evaluated or the Committee chair, the appropriate administrator shall provide copies of the evaluatee's previous evaluation to the team members.

5.5.3.2 The bargaining unit member being evaluated shall provide each team member with all First Day Handouts (or syllabi) including course objectives, grading policy, references and

materials required, assignment procedures, practices and other pertinent materials about the course that the bargaining unit member being evaluated chooses to add. In the case of non-teaching bargaining unit members, the member being evaluated shall submit objectives and description of assignment.

5.5.3.3 The Research Office shall conduct student evaluations according to Section 5.4.1 and provide the results to the Individual Tenure Review Committee in October of each year.

5.5.3.4 The chair of the Individual Tenure Review Committee shall describe and provide procedural rights according to Section 5.3.

5.5.3.5 Classroom/Worksite Observation

The appropriate administrator and each faculty committee member of the Tenure Review Committee shall make at least one class or worksite observation in accordance with 5.4.2.3 each semester and complete the appropriate observation form (see Appendix B-1). Every attempt will be made for the evaluators to observe different class sections or courses and to spread observations over at least four weeks of the semester. In the case of probationary non-teaching bargaining unit members, worksite observation shall occur in academic activities, classes, or group sessions.

5.5.3.6 Upon completion of the classroom/worksite observation visits and individual meetings, the Individual Tenure Review Committee, as a whole, shall prepare the draft of the Evaluation Summary report. In spring semesters, Individual Tenure Committee may prepare a narrative summary using the form in Appendix B-2. Subsequent to this meeting, the Tenure Review Committee shall meet with the bargaining unit member being evaluated to discuss all matters pertinent to his/her evaluation, including the draft of the final evaluation. The evaluation will then be placed in final form.

5.5.3.7 Recommendation

Prior to February 1 of the last academic year covered by the existing contract, the Individual Tenure Review Committee shall make a recommendation to the Institutional Tenure Review Committee.

5.5.3.7.1 If the probationary bargaining unit member is working under his or her first contract, the Committee shall elect one of the following alternatives:

a. Not enter into a contract for the following academic year.

b. Enter into a contract for the following academic year.

5.5.3.7.2 If the probationary bargaining unit member is working under his or her second contract, the Committee shall elect one of the following alternatives:

a. Not enter into a contract for the following academic year.

b. Enter into a contract for the following two academic years.

5.5.3.7.3 If the probationary bargaining unit member is working under his or her third consecutive contract entered into pursuant to Education Code Section 87608.5, the Committee shall elect one of the following alternatives:

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a. Employ the probationary employee as a tenured employee for all subsequent academic years.

b. Not employ the probationary employee as a tenured employee.

5.5.3.7.4 In the event that the Individual Tenure Committee cannot reach consensus, it may forward both a majority and minority recommendation to the Institutional Tenure Review Committee. Each recommendation will include a rationale for the recommendation.

5.5.4 INSTITUTIONAL TENURE REVIEW COMMITTEE

5.5.4.1 The District shall have an Institutional Tenure Review Committee composed of the Vice President of Instruction, who shall act as Chair, with voting rights, a District administrator appointed by the Superintendent/President, one bargaining unit member appointed by the Academic Senate, and one bargaining unit member appointed by the Shasta College Faculty Association. The members appointed will each serve four-year non-concurrent terms. No member shall serve concurrently on an Individual Tenure Review Committee.

5.5.4.2 The purpose of the Institutional Tenure Review Committee shall be to maintain appropriate and consistent procedures used for tenure recommendations by individual tenure review committees. The Institutional Tenure Review Committee shall ensure that the in-service training described in 5.5.2.3 is made available and that all evaluators have completed the training. Finally the Institutional Tenure Review Committee shall be responsible for reviewing packages of materials and recommendations provided by individual committees.

5.5.4.3 Annually the Institutional Tenure Review Committee shall provide in-service training for members of Individual Tenure Review Committees in accordance with 5.5.2.3.

It shall initiate action to remove Individual Tenure Review committee members who have not met the training requirement, described in section 5.5.2.3 by recommending to the Senate for confirmation a replacement committee member. The replacement member recommended shall be someone who has received evaluator training within the previous three years.

5.5.4.4 The Institutional Tenure Review Committee shall review the documentation submitted by the Individual Tenure Review Committees at least three times each year, once prior to February 15, and once each semester, usually in mid-November and again in early May. Review of the reports may include, but not be limited to, the following:

(a) Were conclusions based on observations?
(b) Do suggestions take into account the wide range of current acceptable educational practices?
(c) Is this bargaining unit member being held to the same expectations as a bargaining unit member in all other divisions?
(d) Are student outcomes being considered?

5.5.4.5 When deemed appropriate by the Institutional Tenure Review Committee, the Chair of the Institutional Tenure Review Committee may schedule additional meetings with the Chair of the Individual Tenure Review Committee, the entire Individual Tenure Review Committee, and/or the probationary employee to discuss issues and/or problems found as a result of the review prescribed in 5.5.3. Such meetings may include all members of the ITRC, only the Chair, or the Chair and one or two members.

5.5.4.6 Prior to February 15 of each year, the Institutional Tenure Review Committee shall make a written recommendation concerning each probationary unit member to the

Superintendent/President. If the probationary unit member is working under his or her first, second, or third contract as defined by Education Code Sections 87608-87609, the Committee may take any of the following actions:

a. Determine that appropriate and consistent procedures have been followed by the Individual Tenure Review Committee.

b. Return the recommendation to the Individual Tenure Review Committee with suggestions for further action.

c. Hold a joint meeting with the Individual Tenure Review Committee to suggest revisions or modifications of the Individual Tenure Review Committee's recommendation or procedures.

The Institutional Tenure Review Committee shall forward its report and the recommendation of the Individual Tenure Review Committee to the Superintendent/ President.

5.5.5 SUPERINTENDENT/PRESIDENT'S RECOMMENDATION AND GOVERNING BOARD ACTION

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

Before making a decision relating to the continued employment of a probationary unit member, the Governing Board will receive the written recommendations of the Superintendent/President and the Individual Review Committee as well as the report of the Institutional Tenure Review Committee.

5.5.6 APPEAL TO THE INSTITUTIONAL TENURE REVIEW COMMITTEE

If the probationary unit member feels that an Individual Tenure Review Committee is biased or that policies, guidelines, and/or timelines are not being adhered to, the employee may appeal to the Institutional Tenure Review Committee (ITRC). The ITRC will hear the information, render findings and recommendations, and negotiate a resolution of the complaint. If the complaint cannot be resolved through this procedure, the probationary unit member must appeal under Section. 5.5.7 Appeal to the ITRC shall not be used to delay or prolong any timelines of Education Code Section 87610.1.

5.5.7 APPEAL TO ARBITRATION

Evaluation procedures may be subject to the grievance procedure in accordance with Article 10. The content of evaluations is not subject to the grievance procedure set forth in Article 10.

5.5.8 BREAK IN SERVICE

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

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5.6 EVALUATIONS FOR PERMANENT, TENURED BARGAINING UNIT MEMBERS

The primary function of evaluation is to maintain a high level of professional competence and to improve the educational process. All full-time bargaining unit members of each division will be evaluated at least once every three years, as per Article 5.1 and Education Code Section 87663.

The evaluation process will follow the same standards as those outlined in Sections 5.4, 5.7 and 5.8, unless modified within this section. The evaluation committee will be comprised of one peer evaluator and the supervising administrator.

Student evaluation shall be implemented upon request by the regular bargaining unit member, supervising administrator, or Vice President of Instruction.

By the first class meeting, bargaining unit members will have available for each student a written copy of the course description, objectives, grading, testing, attendance, and other requirements expected of the students. This information will establish the primary basis for evaluation of the course and the bargaining unit member by the various parties involved.

Each supervising administrator will orient his/her division members to be evaluated near the beginning of the school year or semester of evaluation. They will:

a. Acquaint bargaining unit members with the College's total program of bargaining unit member evaluation (i.e., philosophy, objectives, staff responsibilities, procedures and processes, evaluative instruments, etc.);

b. Make clear to the bargaining unit members to whom they are chiefly responsible for their evaluation and retention; and

c. Advise the bargaining unit members of any particulars concerning professional responsibilities which might influence the bargaining unit members' evaluations.

5.6.1 SELECTION OF PEER EVALUATORS

5.6.1.1 Peer evaluators will be selected by mutual agreement between the person to be evaluated and the supervising administrator. Absent mutual agreement, the Academic Senate Executive Board shall have final determination as to the selection of a peer evaluator.

5.6.1.2 An evaluator must be a tenured full-time member of the Shasta College faculty from the member’s Division, if available.

5.6.1.3 An evaluator may elect to do no more than two tenured faculty evaluations per year. The peer evaluator may also refuse a specific evaluation assignment after discussion with the supervising administrator, if there is a conflict.

5.6.1.4 All peer evaluators shall have completed a District-sponsored in-service training session specifically designed for evaluators and developed in concert with the Senate.

5.6.1.5 Peer evaluators should review the entire Evaluation Policy relating to instructors.

5.6.2 EVALUATION PROCESS

The evaluation process of the permanent, tenured unit members will be in accordance with Section 5.4.

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5.7 EVALUATION SUMMARY REPORT

5.7.1 Upon completion of the classroom/worksite observation visits (see 5.4.2.3) and review of the Student Opinion of Teaching Survey (see 5.4.1), the supervising administrator shall prepare the "draft" of the Evaluation Summary Report. Subsequent to the preparation of the draft report, the supervising administrator shall meet with the bargaining unit member being evaluated to discuss all matters pertinent to his/her evaluation, including the draft of the Evaluation Summary Report. The bargaining unit member may request that the peer evaluator be present for the conference. The Evaluation Summary will then be placed in its final form.

5.7.2 Evaluation Summary Reports must be prepared no later than three weeks prior to the end of the semester in which the evaluation takes place. The Evaluation Summary Reports are to be prepared by the supervising administrator who is responsible for the administrative evaluations. The report is a compilation of the Student Opinion of Teaching Survey (STOTS) information (see 5.4.1), and peer and administrative observations (see 5.4.2). After the summary is completed, a copy is provided for the regular unit member being evaluated before a conference is held.

5.7.3 The conference is intended to review the content of the summary report and afford the regular bargaining unit member being evaluated an opportunity to react to the report and establish a plan for appropriate professional growth and a timetable for reevaluation of deficient areas. The bargaining unit member may request that the peer evaluator be present for the conference.

Upon conclusion of the conference, the evaluation summary report shall be signed both by the regular bargaining unit member and the supervising administrator. The regular bargaining unit member shall have the opportunity to present his/her own comments in writing on the substance of the report and have it attached in the personnel file. Signing the report does not necessarily indicate that the evaluated bargaining unit member agrees with the report, but only that he/she has read the report.

5.7.4 The original signed Evaluation Summary Report and supporting material will be kept in the bargaining unit member's official personnel file. The regular bargaining unit member will receive a copy of the signed report.

5.7.5 Should there be necessary actions subsequent to the outcome of the evaluation, then the supervising administrator and bargaining unit member will set up a plan as per Article 5.9.

5.8 EVALUATION PROCEDURE FOR REGULAR NON-TEACHING UNIT MEMBERS

Each non-teaching regular bargaining unit member will be evaluated by his/her immediate supervising administrator. A written evaluation will be prepared incorporating the following features:

5.8.1 The criteria for evaluation shall be as set forth in the Evaluation Summary Report attached as Appendix B-3.

5.8.2 A conference will be held to discuss the evaluation of job performance. During the conference:

a. The non-teaching bargaining unit member shall be allowed to read and react to the performance report.

b. Both strengths and weaknesses should be considered. Any specific suggestions as to how possible difficulties could be remedied shall be discussed.

c. Upon conclusion of the conference, the observation report should be signed by the non-teaching bargaining unit member and the evaluator. The non-teaching bargaining unit member shall have the opportunity to present comments in writing on the substance of the report. Signing the report does not necessarily indicate that the non-teaching bargaining unit member agrees with the report, but only that the report has been read. The non-teaching bargaining unit member will receive a copy of the signed report.

d. The original copy of each observation report should be kept at the appropriate administrator office after each conference.

5.8.3 The observation reports will become part of the Evaluation Summary Report.

5.9 ACTIONS SUBSEQUENT TO THE EVALUATION OF REGULAR UNIT MEMBERS

5.9.1 Every effort will be made to eliminate areas of deficiencies in the regular bargaining unit member being evaluated. A timeline for eliminating these deficiencies will be established with further evaluation procedures set up.

5.9.2 In the event serious deficiencies remain after the evaluation process, and documented attempts have been made to resolve these deficiencies, regular bargaining unit members will be subject to disciplinary action primarily upon the grounds described in Education Code Section 87732 but only through the process described in the Education Code or other legal provisions.

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

5.10 EVALUATION PROCEDURES FOR PART-TIME TEMPORARY UNIT MEMBERS

Evaluations of part-time bargaining unit members will conform to the following procedures.

5.10.1 CLASSES SIX WEEKS OR LONGER IN LENGTH

5.10.1.1 Evaluation shall be in the first semester and then at least once every six semesters that the employee renders service. The peer evaluation process shall be utilized and an administrative visitation and/or observation may also be utilized. Student evaluations shall be conducted according to Section 5.4.1. If the class is less than 6 weeks in length, student evaluations will be administered only if deemed necessary by the appropriate administrator. The peer review process shall be on a departmental or divisional basis.

Peer evaluation will include the following components:

1. Any peer evaluator is defined as a faculty member of the division or department.

2. The peer evaluator will be selected by mutual agreement between the peer evaluator and the supervising administrator and confirmed by the Academic Senate Executive Board.

3. In the event that the person being evaluated or the supervising administrator requests a second peer evaluation, the person being evaluated may recommend a

second evaluator from a divisional list of three names. That selection must be confirmed by the Academic Senate Executive Board.

Peer evaluation will include a pre-observation discussion, classroom observation, and a post-observation discussion between evaluator and evaluatee in compliance with Section 5.4.2. The pre- and post-observation discussions may be by telephone. The class/worksite observation form (Appendix B-1) will be used for recording observations of classroom instruction. The post-observation discussion will include review of the classroom observations, use of materials and equipment; a review of stated course objectives and measuring devices; strengths and weaknesses of the instructor; and other matters that are deemed relevant to the evaluation process and the improvement of instruction.

The class/worksite observation form (Appendix B-1) will be prepared by the faculty peer evaluator and returned to the supervising administrator after the meeting with the evaluatee. The Evaluation Summary Report for Part-Time Faculty (Appendix C), will be prepared by the supervising administrator, who may choose to consult with the faculty peer evaluator before finalizing. The evaluatee may request an in person meeting with the supervising administrator before signing, or may sign without an in person meeting. The Evaluation Summary Report for Part-Time faculty, signed by the evaluatee and the supervising administrator will be forwarded to the appropriate Vice President for placement in the evaluatee's file.

5.10.1.2 It is strongly recommended that any evaluation be completed between the fourth and tenth week of the semester.

5.10.1.3 Evidence of problems with part-time faculty (student evaluations, complaints, observations, information from client agencies) will require further investigation by appropriate administrators.

5.10.1.4 Part-time instructional unit members who have an average evaluation score of 3.25 or higher on their last Part-Time Evaluation Summary Report will automatically be granted a first-round interview for an available full-time position in their discipline if they provide a timely and complete application. The score referenced above is calculated based on the Part-Time Evaluation Summary Report, where “Exceeds” equals 4 points, “Meets” equals 3, etc.

5.11 EVALUATION PROCEDURES FOR FULL-TIME TEMPORARY UNIT MEMBERS

5.11.1 FREQUENCY OF THE EVALUATION

Temporary unit members shall be evaluated every semester of their contracted services.

5.11.2 EVALUATION TEAM

The evaluation shall be conducted by a Term Evaluation Committee consisting of the temporary unit member’s supervising administrator and one to three tenured faculty members serving in the same or similar discipline as the temporary unit member. The number of peer members will be decided at the discretion of the supervising administrator in an effort to cover observation of as many different courses as possible of the temporary unit member’s assigned load.

The selection and confirmation of the members of the Term Evaluation Committee will adhere to the guidelines of Section 5.5.2 unless explicitly modified within this Section. The supervising administrator will act as the Chair of the Term Evaluation Committee.

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5.11.3 GOALS AND OBJECTIVES

The evaluation team shall develop proposed goals and objectives for the temporary unit member, and follow the procedures outlined in Section 5.5.3 regarding communication of the proposed goals, objectives and instruments for the evaluation. The Term Evaluation Committee may modify the goals and objectives based on input from the temporary unit member, who shall be notified in writing that the goals have been approved or modified.

At the discretion of any of the members of the Term Evaluation Committee, or at the request of the temporary unit member, a faculty mentor may be assigned to the temporary unit member to facilitate the transition of the new bargaining unit faculty member into the culture, mission, and procedures of Shasta College (as per Section 2.1.6).

5.11.4 EVALUATION PROCEDURE

The evaluation process shall conform to the guidelines of Section 5.4 unless explicitly modified within this Section.

EVALUATION SUMMARY REPORT

Each semester, upon completion of the classroom/worksite observation visits and review of the Student Opinion of Teaching Survey, the supervising administrator shall prepare the “draft” of the Evaluation Summary Report and subsequently follow the procedural guidelines of Section 5.7.

The temporary instructor shall have the right to append his/her comments to any observation report or to the Evaluation Summary Report.

5.11.5 MISCELLANEOUS

5.11.6.1 Grievability

The procedure applicable to the evaluation of temporary unit members may be subject to the grievance procedures in accordance with Article 10. The content of evaluations is not subject to the grievance procedure set forth in Article 10.

5.12 PERSONNEL FILES

5.12.1 Before any derogatory information is inserted in the official personnel file, a conference will be held between the bargaining unit member and the appropriate administrator to review the concern in detail.

Any written derogatory information to be included in the personnel file must be channeled through the Superintendent/President or the appropriate Vice President, and the bargaining unit member shall have the opportunity to respond, in writing. This written response shall be included in the personnel file.

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ARTICLE 6.0 – LEAVES

6.1 DEFINITIONS

6.1.1 Immediate Family –

a. The bargaining unit member's spouse or registered domestic partner, children or legal dependents, foster child, mother, father, sister, brother, niece, nephew, step-parents, aunt, uncle, grandmother, grandfather, grandchild; son-in-law, daughter-in-law, step-child, brother-in-law, or sister-in-law; and,

b. The bargaining unit member's spouse's or registered domestic partner's children or legal dependents, foster child, mother, father, sister, brother, niece, nephew, step-parents, aunt, uncle, grandmother, grandfather, grandchild; son-in-law, daughter-in-law, step-child, brother-in-law, or sister-in-law; and,

c. Any significant other or relative living in the bargaining unit member's immediate household.

6.1.2 Paid Leave--any leave in which the bargaining unit member receives any remuneration from the District in the form of salary and/or fringe benefits. All other leaves will be considered unpaid.

6.2 LEAVES AND TRANSFER POLICIES

When any provision of the California State Education Code expressly authorizes or requires the Board of a school district to grant a leave of absence for any purpose or for any period of time to persons employed in positions requiring certification qualifications, that express authorization or requirement does not deprive the Board of the power to grant leaves of absence with or without pay to such bargaining unit members for other purposes or for other periods of time, so long as the Board does not deprive any bargaining unit member of any leave of absence to which he/she is entitled by law. (Education Code, Section 87764.)

6.2.1 SHORT-TERM LEAVES

6.2.1.1 Absences

Unless otherwise provided for in this contract, bargaining unit members shall not be absent from the College campus during their scheduled assignment without prior notification and approval from the appropriate Vice President or their designee.

6.2.1.2 Bereavement Leave

Every bargaining unit member is entitled to a leave of absence, not to exceed five (5) days, in the event of a death of any member of their immediate family. No deduction shall be made from the salary of such bargaining unit member nor shall such leave be deducted from other leaves granted by the Board of the District.

6.2.1.3 Witness and Jury Duty

A leave of absence will be granted any bargaining unit member when he/she has been called for jury duty in the manner provided by law. The Board shall grant such leaves of absence with

pay up to the amount of the difference between the bargaining unit member's regular earnings and any amount received for jury or witness fees.

In practice, each bargaining unit member will endorse juror's or witness' fees to the District and receive regular District salary. Mileage and meal allowances will be paid directly to the bargaining unit member. If fees are not endorsed to the District, the leave will be granted without pay. Only those fees received by the bargaining unit member attributable to scheduled hours of employment shall be subject to the endorsement policy.

Leaves for witness duty will be granted during scheduled duty hours to bargaining unit members being compensated as professional expert witnesses upon prior application followed by approval of the appropriate Vice President or Superintendent/President, upon the recommendation of the Center Dean, provided that the following conditions are met:

a. A suitable substitute is obtained by the District, and the District is reimbursed by the professional expert witness for the cost of the substitute.

b. That the bargaining unit member meets their 30-hour obligation.

6.2.1.4 Personal Necessity

Any days of leave of absence for illness or injury earned pursuant to Education Code Section 87781 (Illness and Injury Leave of Absence) may be used by a bargaining unit member in cases of compelling personal importance, not to exceed 6 days in any school year. Such leave to be deducted from personal illness and injury leave (sick leave).

6.2.1.5 Military, National Guard, and Reserve

Bargaining unit members shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave. (California Education Code, Section 87832, as it pertains to academic employees.)

6.2.1.6 Personal Illness and Injury

a. Full-time bargaining unit members working a normal ten-month contract shall be entitled to ten (10) contract days leave of absence with full pay for illness or injury for each contract year of service. Bargaining unit members employed for more than ten (10) months will be entitled to one (1) day per month or a prorated portion for each additional month or a portion of a month of service. This will be equivalent to .25 days of additional leave for each additional week of service. A bargaining unit member employed for less than full time shall be entitled to, for each contract year of service, a proration of the entitlement earned by full-time bargaining unit members.

b. Credit for this leave of absence is provided annually at the beginning of each bargaining unit member’s contract year and may be taken at any time during the contract year. If the entire leave of absence entitlement is not utilized during the contract year, the remaining days shall be allowed to accumulate from year to year with no limit on the number of days which may be accumulated.

c. Any bargaining unit member who has been employed by the District for one or more contract years and who accepts an academic position in another California Community College District shall be eligible to transfer their accumulated days of

leave of absence for illness or injury in accordance with Section 87782 of the California Education Code.

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

e. If the absence exceeds five (5) working days, the bargaining unit member shall provide a physician's written verification of illness and a release to return to duty.

f. Bargaining unit members who are absent from duties on account of illness less than one (1) day but from three (3) to five (5) hours shall be charged for one-half day sick leave. Absence less than three (3) hours shall not be charged as long as scheduled assignments are not missed. When scheduled assignments are missed for less than three hours, sick leave will be deducted for each hour of the scheduled assignment missed.

g. Bargaining unit members may use their sick leave for parental leave for up to 12 workweeks. Parental leave may be taken incrementally or consecutively, but must be taken within 12 months following the date of birth or adoption of a child. Bargaining unit members exhausting all current and accumulated sick leave before receiving all 12 workweeks of parental leave will be paid no less than 50% of their regular salary for the remaining portion of their parental leave as long as they meet the eligibility requirements of the California Family Rights Act.

h. When a bargaining unit member is absent from duty on account of illness or accident for a period of five (5) school months or less, whether or not the absence arises out of or in the course of their employment, the amount deducted from the salary due for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employed to fill this position during an absence or, if no substitute was employed, the amount which would have been paid to the substitute had a substitute been employed. The District shall make every reasonable effort to secure the services of a substitute.

i. When bargaining unit members are absent from duty on account of illness for a period of more than five (5) school months, or when a bargaining unit member is absent from duty for a cause other than illness, and upon exhaustion of all available paid leaves, the bargaining unit member will be placed on a 39-month reemployment list unless the Board approves a leave.

6.2.1.7 Industrial Accident and Illness Leave

a. Industrial Accident and Illness Leave shall be for not more than sixty (60) days during which the College is required to be in session or when the bargaining unit member would, otherwise, have been performing work for the District in any one fiscal year for the same accident. Such Industrial Accident and Illness Leave shall commence on the first day of absence and shall not be accumulated from year to year.

b. When a bargaining unit member is absent from duty due to an industrial accident or illness, the bargaining unit member shall be paid the portion of the salary due for any months in which the absence occurs as, when added to the temporary disability indemnity under Division 4.5 of the Labor Code, will result in a payment of no more than the bargaining unit member's full salary. The phrase "full salary" shall be computed so that it shall not be less than the bargaining unit member's average weekly earnings, as that phrase is utilized in Section 4453 of the Labor Code. The

maximum minimum average weekly earnings set forth in Section 4452 of the Labor Code shall, otherwise, not be deemed applicable.

c. Industrial Accident and Illness Leave shall be reduced by one (1) day for each day of authorized absence regardless of the temporary disability indemnity award. When an Industrial Accident and illness Leave overlaps into the next fiscal year, the bargaining unit member shall be entitled to only the amount of unused leave due for the same illness or injury.

d. Upon termination of the Industrial Accident and Illness Leave, the bargaining unit member shall be entitled to sick leave benefits or any other applicable leave as outlined in this section or in the California State Education Code; and the absence shall be deemed to have commenced on the date of termination of the Industrial Accident and Illness Leave, provided that if the bargaining unit member continues to receive temporary disability indemnity, the bargaining unit member may elect to take as much accumulated sick leave which, when added to the temporary disability indemnity, will result in a payment of not more than their full salary.

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

6.2.1.8 In-Service Leave

At the beginning of the academic year, the division members and their supervising administrator will review proposed in-service leaves planned for the year. Consistent with that review, each bargaining unit member will be offered the opportunity to take an in-service leave. To the extent of division funds budgeted, the offer of in-service leave will be rotated among all members of the bargaining unit, within a division or department, starting with the most senior member of the division or department.

Reasonable and necessary expenses for meals, lodging, and transportation shall be reimbursed.

If the bargaining unit member wishes a substitute, and one is available, one will be hired. A bargaining unit member shall not be paid for voluntarily substituting for another bargaining unit member between the hours of 8 a.m. and 5 p.m. Substitutes are not members of the bargaining unit.

6.2.2 LONG-TERM LEAVES

6.2.2.1 Sabbatical Leave

Under the provisions of the California Education Code, Sections 87767-87775, the Board may grant any bargaining unit member a leave of absence not to exceed one (1) year for the purpose of permitting advanced research, travel, or other acceptable plans submitted by the bargaining unit member and designated for the benefit of the College District and the students.

At least one full-year or two semester-length sabbaticals will be given every year if there are qualified applicants.

a. **Purpose of Sabbatical Leave:**

Sabbatical leaves are granted to enable recipients to be engaged in programs of research and/or study, thus to become more effective teachers within their disciplines and to enhance their services to the College.

b. **Types of Sabbaticals:**

1. To pursue an advanced degree or appropriate post-graduate study within one's teaching discipline at an accredited university or college.

2. To conduct documented study and/or research that is conducive to improving learning and teaching effectiveness and program design related to the bargaining unit member's assignment.

3. 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.

c. **Standards:**

Each candidate must meet appropriate standards in order for the request for sabbatical leave to be considered for approval.

(1) Graduate Work

1. Course work for the advanced degree or post-graduate work must be at an institution fully accredited by one of the associations of the Council on Post-Secondary Accreditation and listed in Accredited Institutions of Post-Secondary Education, or in the case of international study, at a recognized institution.

2. Proof of the applicant's formal application for graduate work must be provided.

(2) Research/Documented Study

A proposal must be developed and executed. The applicant must submit, in advance, an outline of their research design.

(3) Employment

1. An employment plan, including the objectives of the experience and how the learning relates to the teaching assignment, must be developed.

2. Proof of the applicant's formal request for a position from a suitable employer must be provided.

d. **Report of Results:**

(1) Within ninety (90) calendar days following return from leave, the recipient of the sabbatical leave shall submit to the Superintendent/ President a concise written report of the results of the leave to include, as applicable, the following:

1. Account of activities during the leave, including travel itineraries, institutions and locations visited, persons with whom there was extensive consultation or collaboration, and any formal lectures delivered.

2. Statement of progress made on the project as proposed in the application.

3. Explanation of any significant changes made in the project.

4. Appraisal of the relationship between the results anticipated in the leave project statement and those actually achieved.

5. Statement of future activity related to the project, including plans for completion of the project and new methodology, course design, or curriculum.

(2) Within the first semester after return, the recipient of the sabbatical leave shall make an oral presentation of the findings to interested bargaining unit members, staff, and students, and abstracts of the presentation will be distributed.

e. **Eligibility:**

A bargaining unit member is eligible to apply for either a one-semester or a one-year leave of absence for the above purposes after completion of each six (6) consecutive years of academic service to the District (Education Code, Section 87768). A one-year sabbatical leave may consist of any two consecutive semesters, providing the recipient is engaged in a continuous project. The bargaining unit member shall be employed at least one-half time during a particular year in order for that year to qualify as one of the six. When the bargaining unit member has accrued the equivalent of five and one-half contract years, the Board will consider granting a sabbatical leave.

In keeping with this policy, authorized leaves will not constitute a break in the continuity of service and shall be included as a year of service in computing eligibility requirements.

f. **Final Requirements Prior to Board Approval:**

The following, as applicable, is/are required prior to the Board's final approval of the sabbatical leave:

(1) Proof of applicant's formal acceptance for graduate work.

(2) Proof of applicant's acceptance by a suitable employer.

(3) Assurances of cooperation, or authorization to conduct the project, received from individuals, institutions, or agencies.

g. **Selection:**

Sabbatical Leave applications will be evaluated primarily in terms of the value of the leave to the students and to the District. That is, applications shall be judged not only in terms of professional value to the applicant, but in terms of what the applicant may contribute following their return to the District through improved classroom teaching/counseling, community involvement, increase in enrollment, broadening

and facilitating community access to education, leadership and curriculum development. Among applications of equivalent merit, the bargaining unit member applying for a first sabbatical leave shall have priority over a bargaining unit member applying for a subsequent leave. In determining priority, the number of those on leave during any given year shall be so balanced among the bargaining unit members as to preserve continuity in the educational programs or services of the college.

h. **Application Process:**

By the first Monday in December of each year, applicants must submit a one-page abstract of their proposals to the appropriate supervising administrator and Vice President for initial feedback. Feedback must be provided within ten (10) business days to the applicant.

By the Friday of the third full week in January, the applicant shall send a copy of the full application to the Office of Instruction. The Office of Instruction must distribute the proposal to the applicant's supervising administrator, who shall provide a statement on the anticipated effect of approving the sabbatical leave on the curriculum, program, and operation of the department. A copy of this statement shall be circulated to each department member at least 48 hours prior to submission of the full sabbatical application. The supervising administrator must submit the full application, with their statement, to the Office of Instruction by January 31st.

A College committee of six (6) members must be formed to review and rank sabbatical leave applications. The Committee must be comprised of three members appointed by the Superintendent/President, which must include the Vice President of Instruction unless extenuating circumstances exist, and three members appointed by the Executive Board of the Association. The Association will be informed about the content of the initial abstracts by the Vice President of Instruction. The Vice President of Instruction will be the Chairperson of the Committee.

On or before March 1st, the Sabbatical Leave Committee shall forward all applications, with an assigned numerical ranking based on the rubric for sabbatical leaves (Appendix H-2), to the Superintendent/President. The Vice President of Instruction will notify each applicant privately of the numerical score given to their application at the same time the rankings are forwarded to the Superintendent/President. The applicant may then choose to provide a personal statement of appeal to the Board for consideration with their full application. The District must publically post the rubric and a list of granted sabbatical leaves that includes: leave purpose, scholarly research/activities performed, and time granted. Public posting may occur by placing the rubric and list on the District's website.

After taking into consideration all of the factors listed below, the Superintendent/ President will develop a recommendation regarding sabbatical leaves based on:

1. Recommendations of the Sabbatical Leave Committee.
2. District budget.
3. Whether an application is for a first or subsequent sabbatical leave.
4. Anticipated contribution of the applicant to the District following their sabbatical leave.
5. Overall distribution of leaves among departments and centers.
6. Impact on curriculum, programs, and operation of departments/centers should a sabbatical leave be granted.

If the Superintendent/President's priority ranking of sabbatical leave applications differs from that of the Sabbatical Leave Committee, the reasons for the difference shall be communicated to the committee.

The recommendations of both the Sabbatical Leave Committee and the Superintendent/President will be presented to the Board of Trustees in April.

After the Board of Trustees has acted to award sabbatical leaves, applicants not granted a leave may request, in writing, a confidential meeting with the Vice President of Instruction to obtain information as to why the leave was not granted.

i. **Compensation:**

Bargaining unit members granted a sabbatical leave for one semester shall be paid 100 percent of the salary that they were paid when the application was made (adjusted by appropriate step and contractual salary increases). This salary shall be paid during the semester of absence unless other arrangements are made within thirty (30) days following the award of the sabbatical.

Bargaining unit members granted a sabbatical leave for a period of one academic year shall be paid 85 percent of their annual salary that they were paid when the application was made (adjusted by appropriate step and contractual salary increases).

Prior to beginning the Sabbatical Leave, a Leave of Absence Agreement, setting forth conditions of the leave and requiring two full years of service immediately following return from sabbatical leave, must be signed by the bargaining unit member. A bargaining unit member who fails to fulfill these conditions or to render two full years of service subsequent to the leave, will be required to reimburse the District for any salary and benefits received during the Sabbatical Leave.

j. **Benefits:**

While on leave, the bargaining unit member is to be considered an active member of the bargaining unit and entitled to insurance benefits provided that he/she continues to pay any required insurance premiums. The College District shall pay the same insurance premiums for the bargaining unit member on leave as is paid for resident bargaining unit members.

The same insurance provisions shall apply to any bargaining unit member while on leave to participate in exchange assignments, such as Fulbright.

Leave time shall be included not only for service and experience on the salary schedule, but for subsequent leaves and/or retirement. Should the bargaining unit member desire to maintain state teachers' retirement credit for the period of absence, the bargaining unit member will pay to the system additional contributions based on the compensation which is the difference between compensation earned and the compensation earnable during the period of sabbatical leave (Education Code, Section 22716). Neither would service under a national fellowship or foundation for a period of not more than one year be considered as a break in service.

k. **Accident or Illness:**

Interruption of the program of study or research caused by serious accident or illness during a sabbatical leave, evidence of which is satisfactory, shall not prejudice a bargaining unit member with regards to the fulfillment of the conditions regarding study or research on which such leave was granted nor shall it affect the amount of compensation to be paid the bargaining unit member under the terms of the sabbatical leave, provided, however, that the Superintendent/President has been promptly notified of the accident or illness. Notice shall be by registered letter mailed within fifteen (15) days of the accident or illness. Any interruption due to illness beyond thirty (30) days during the one-semester leave, or sixty (60) days during the year leave, however, may result in the termination of the sabbatical leave at the discretion of the Board, if the conditions upon which the leave was granted are unlikely to be met.

l. **Return to Service:**

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

6.2.2.2 Retraining

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

6.2.2.3 Exchange Programs

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

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

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

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6.2.2.4 Pregnancy Disability Leave

In accordance with Education Code Sections 87781 and 87766, bargaining unit members shall be entitled to use sick leave when required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom. The length of the leave of absence, including the date on which the leave shall commence and the date on which the bargaining unit member shall resume duties shall be determined by the employee and the employee's physician. All provisions of the Personal Illness and Injury Leave (sick leave) shall pertain to Pregnancy Disability Leave and the unit member is entitled to request additional leave as may be applicable under the Family Medical Leave Act and California Pregnancy Leave Act. When bargaining unit members are unable to work due to a pregnancy-related disability, they shall be provided the same process and benefits as any other temporary disability, including an interactive process and reasonable accommodations. Pregnancy Disability Leave shall be independent of Parental Leave and shall not run concurrently with Parental Leave. Use of Pregnancy Disability Leave shall not reduce a bargaining unit member's ability to use Parental Leave as provided in section 6.2.1.6(g) above.

6.2.2.5 Family Medical Leave

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

6.2.3 CATASTROPHIC ILLNESS OR INJURY

6.2.3.1 Purpose

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

6.2.3.2 Definitions

a. **"Catastrophic Illness or Injury"** means an illness or injury is expected to be incapacitating for a period of thirty (30) or more consecutive calendar days by a qualified healthcare provider..

b. **"Full Pay Sick Leave"** means fully paid sick leave for illness or injury accrued by the donor.

c. **"Eligible Recipient"** means a recipient who has exhausted all fully paid leave of absence for illness or injury and any other fully paid leave.

6.2.3.3 Procedures

For the purposes of this section, each day for a full-time bargaining unit member is equivalent to six (6) hours of service. Part-time bargaining unit members shall participate at 50% of the rate of full-time bargaining unit members as defined below.

a. Full-time bargaining unit members may donate up to two (2) days (or 12 hours) of sick leave per academic year.

b. Part-time bargaining unit members may donate up to six (6) hours of sick leave per academic year.

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c. Full-time bargaining unit members may receive up to 165 days (or 990 hours) of donated sick leave.

d. Part-time bargaining unit members may receive up to 495 hours of donated sick leave.

e. The minimum sick leave increment full-time bargaining unit members may donate or receive shall be one (1) day (or six (6) hours). The minimum sick leave increment part-time bargaining unit members may donate or receive shall be three (3) hours.

f. The Executive Committee of the Faculty Association shall be responsible for the administration of this program. The District's responsibilities shall be to maintain appropriate records and ensure equal employment opportunity requirements are met in the administration of the program. The Executive Committee shall develop appropriate criteria for the equitable administration of this program. The decision of the Executive Committee to grant or deny requests for donations of sick leave shall be final.

g. Sick leave donations shall be reported on a form to be developed by the District.

h. Sick leave donations are irrevocable; however, sick leave credits which are not used by a recipient shall be returned to the donors using random selection method to be determined by the Executive Committee.

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

6.2.3.4 No unit member shall be obligated to donate sick leave under this program.

6.2.3.5 The Association assumes full responsibility for the administration of this program (except for the recording of sick leave donations) including maintaining the confidentiality of all medical records in accordance with all state and federal laws. The Association agrees to hold harmless and indemnify the District for all costs, including reasonable attorney fees, arising from the inappropriate disclosure of medical information.

6.2.3.6 This section shall not be subject to the grievance procedure.

6.2.4 BENEFITS WHILE ON LEAVE

6.2.4.1 Paid Leave

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

a. Return to the same position held immediately before commencement of the leave;

b. Receive credit for annual salary increments provided during this leave; and

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

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6.2.4.2 Unpaid Leave

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

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ARTICLE 7.0 – WAGES AND BENEFITS

7.1 BENEFITS

7.1.1 INSURANCE COVERAGE

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

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

7.1.1.3 The District shall contribute a maximum of $1,500 annually to provide eligible unit members with a California Dental Service Four-Step Incentive Dental Plan as offered through the Shasta Trinity Schools Insurance Group Joint Powers Authority. In addition, the District shall provide eligible unit members with a California Dental Service $1,000 lifetime maximum orthodontic benefit for children only with 50% co-pay. In the event the premium for the plan exceeds $1,500, the bargaining unit member shall pay the additional cost. Contributions will be allocated on a monthly basis.

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

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

7.1.1.6 If a unit member dies while eligible for medical, dental, and vision coverage, the District shall continue to provide such coverage for dependents for six months after the death of the unit member. The surviving spouse will have an option of purchasing the medical, dental, and vision coverage for five years or until he/she reaches the age of 65, subject to carrier acceptance.

7.1.1.7 When a unit member terminates employment due to disability and has qualified for disability under STRS guidelines, he/she may purchase the unit's insurance coverage by making payment to the District. This provision is contingent upon the insurance carrier allowing for said purchase.

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

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

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7.1.2 HEALTH BENEFITS FOR RETIREES

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

Group health insurance as provided to active bargaining unit members.

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

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

7.1.3 PAYROLL DEDUCTIONS

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

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

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

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7.1.4 REDUCED TEACHING SERVICE OPTION

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

In order to qualify for this program, the bargaining unit member shall have ten years of prior full-time service in a position requiring certification in the public school system of California, which includes grades K-12, community college, or as a teacher in the California State University and College System, of which the immediate preceding five years were full-time employment. (Sabbatical or other approved leaves of absence shall not be used in computing the five-year, full-time service requirement). The bargaining unit member shall also have attained the age of 55 prior to the beginning of the school year or term in which the reduction in teaching service begins. It shall be the bargaining unit member's responsibility to initiate the request for reduced teaching service.

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

7.1.4.1 The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the bargaining unit member's contract of employment during his or her final year of service in a full-time position. Agreements with beginning dates other than the start of the school year require the bargaining unit member to serve at least one-half time for the remainder of that school year. Minimum salary paid shall be equal to no less than one-half time service.

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

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

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

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

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

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

7.1.4.8 The period of part-time employment shall not exceed five (5) years.

7.2 WAGES

7.2.1 REQUIREMENTS FOR SALARY CLASSIFICATIONS

7.2.1.1 Bargaining unit members are identified by their assignment when hired. The Vice President of Instruction will evaluate the teaching assignment, and, in general, the B category will be available only to bargaining unit members who possess the required occupational experience needed to qualify as a vocational instructor under the California State Plan for Vocational Education.

7.2.1.2 Credit for full-time, part-time, and graduate prior teaching experience for the purpose of placing a new bargaining unit member on the salary schedule shall be granted up to and including ten (10) years, including vocational instructors, for a maximum initial placement at step eleven (11). Prior teaching experience in an accredited elementary, middle school, high school, college, or university will be considered qualifying prior experience. Credit for part-time teaching experience will be granted where the faculty member was the instructor of record with responsibility for the overall final course grade. Part-time experience will be granted as a proportion of a full-time assignment based on the number of hours taught and length of the course. Credit for graduate teaching experience in an accredited graduate degree program, including part-time graduate teaching assignments, will be granted where the bargaining unit member was responsible for conducting class sessions and grading assignments, but will not require the faculty member to have responsibility for the overall course grade.

Vocational instructional bargaining unit members in the B category with verified teaching experience related to their discipline as part of their prior occupational experience will be credited with one (1) year of prior experience for each one (1) year of occupational teaching experience. Vocational instructional bargaining unit members in the B category with work experience related to their teaching field will be credited with one (1) year of prior experience for each two (2) years of occupational experience.

7.2.1.3 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.

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

For advancement on the Faculty Salary Schedule once employed, lower division, upper division, graduate level or extension college courses must be approved by the supervising administrator and the appropriate Vice President prior to enrollment. Coursework must have direct relevance to the bargaining unit member’s assignment and be shown to significantly benefit the bargaining unit member, the college, and the students in order to be approved. If lower division courses are requested to be considered by the District for advancement, they must be part of a complete education plan that is approved in advance by the supervising administrator, appropriate Vice President and the Vice President of Instruction. For career-technical areas that do not have

upper division, graduate level, or extension courses to use for advancement, other courses or trainings may be considered. A bargaining unit member shall be credited for coursework in a terminal degree program in an accredited institution as long as the program is reasonably related to their discipline(s) even when advanced approval was not requested. If a bargaining unit member submits a request for approval with at least ten (10) calendar days' advanced notice of the start of the course or activity, they shall be given retroactive approval if the District fails to notify the bargaining unit member of the outcome of their request prior to the start of the course or activity and if the course or activity would have been approved under the requirements of this section. If the course or activity is not approved, the bargaining unit member may appeal the decision and the outcome of the appeal shall be applied retroactively.

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

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

If the bargaining unit member does not accept the recommendation of the committee, he/she may appeal the recommendation to the appropriate Vice President whose decision will be final.

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

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

7.2.1.4 The Salary Classification Table used for bargaining unit members employed is as follows:

a. <u>Vocational Groups, only</u>

Category B entering assignment to a vocational bargaining unit member's classification group will be done according to the following:

Group 1	Vocational bargaining unit members who had a high school diploma or equivalent and fewer than 60 semester units when hired.
Group 2	Vocational bargaining unit members who had 60 or more semester units but less than a Bachelor's Degree when hired.
Group 3	Vocational bargaining unit members who have a Bachelor's Degree when hired.

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Bargaining unit member will continue in the same group in which they were placed when hired and progress on the salary schedule according to the requirements of that group (1, 2, or 3) during their service at the college.

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b. Requirements by Classification

CLASS I Valid credential authorizing service at the community college level in the appropriate subject matter (can be partial fulfillment, provisional, etc.) and one of the following:

Category A	Bargaining unit members not qualifying for Class II through V
Category B	(Vocational instructor, below)
Group 1	The high school diploma or equivalent and fewer than 30 semester units
Group 2	Sixty or more semester units but has not been awarded the Associate's Degree
Group 3	Begins in Class II

CLASS II Valid credential authorizing service at the community college level in the appropriate subject matter area (can be partial fulfillment, provisional, etc.) and one of the following:

Category A	Bachelor's Degree and 24 semester units beyond the Bachelor's Degree date
Category B	(Vocational instructors, below)
Group 1	High School or equivalent and a total of 30 semester units
Group 2	An Associate's Degree
Group 3	A Bachelor's Degree

CLASS III Valid credential (fully satisfied) and one of the following:

Category A	Master's Degree or Doctorate and 42 semester units beyond Bachelor's Degree date
Category B	(Vocational instructors, below)
Group 1	Associate's Degree
Group 2	Associate's Degree and a total of 90 semester units
Group 3	Bachelor's Degree and 16 semester units beyond the Degree date

CLASS IV Valid appropriate credential (fully satisfied) and one of the following:

Category A	Master's Degree or Doctorate Degree and 60 semester units beyond Bachelor's Degree date
Category B	(Vocational instructors, below)
Group 1	Associate's Degree and a total of 90 semester units
Group 2	Bachelor's Degree
Group 3	Bachelor's Degree and 32 semester units beyond the Degree date

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CLASS V Valid appropriate credential (fully satisfied) and one of the following:

Category A Master's Degree or Doctorate Degree and 78 semester units beyond a Bachelor's Degree
Category B (Vocational instructors, below)

Group 1 Bachelor's Degree
Group 2 Bachelor's Degree and 24 units beyond the Bachelor's Degree date
Group 3 Bachelor's Degree and 48 units beyond the Bachelor's Degree date

7.2.1.6 A Faculty Coordinator differential of $2,250 per semester will be added to a bargaining unit member's annual salary when appointed and approved for serving in that capacity.

7.2.1.7 Growth Formula: In budget years for which the State provides funding for growth, and the District earns additional revenue from growth, a portion of that earned growth will be applied to the Salary Schedule after the state posts the initial recalculation of apportionment, currently called Exhibit E, in the subsequent year. All salary schedules will be adjusted within 60 Days of this posting with no retroaction included.

The salary schedules will be adjusted by a percent equal to "Multiplier" times "Funded Growth Percentage" rounded to two decimal places. For example if "Multiplier" is 0.4 and the "Funded Growth Percentage" is 1.97% then the salary schedule adjustment would be (0.4)*(1.97%) = 0.79%.

The "Multiplier" used will be given in table A below.

Table A

(Weekly Student Contact Hours)/(Full-Time Equivalent Faculty) Or WSCH/FTEF	Multiplier
475 to 499	0.3
500 to 524	0.45
525 and above	0.6

"Funded Growth Percentage" will be defined as "Total Growth Revenue" divided by "Total Computational Revenue" times 100 rounded to two decimal places. For example if Exhibit E has a "Total Computational Revenue" of $37,000,000 and a "Total Growth Revenue" of $500,000 the "Funded Growth Percentage" would be (500,000)/(37,000,000)(100)=1.35%. Non-credit, worksite learning and summer classes will be excluded from the WSCH/FTEF ratio.

7.2.2 INSTRUCTIONAL BARGAINING UNIT MEMBERS' SALARY SCHEDULE

See Appendix F for the current Instructional Bargaining Unit Members' Salary Schedule.

7.2.2.1 Compensation for Contract and Regular Unit Members who Substitute for Contract Regular Members

When the District determines that a substitute is needed for a contract or regular bargaining unit member, the District shall attempt to employ a qualified substitute instructor from the District

substitute list. Contract and regular bargaining unit members shall not be on the District substitute list.

If the District is unable to employ a qualified substitute instructor from the substitute list, the District will offer any long-term or short-term substitute assignment in the order of seniority to the regular and contract unit members in the department who are qualified in the appropriate faculty service area. If no unit member agrees to accept a short-term substitute assignment, the District may assign the least senior regular unit member in the appropriate faculty service area. Only unit members who volunteer for long-term substituting will be assigned.

The District will compensate contract and regular unit members who act as substitutes on an hourly basis, at the rate of the top step of the Part-Time Academic Bargaining Unit Members' Hourly Salary Schedule, Article 7, Section 7.2.6 of the academic collective bargaining agreement.

All long-term substitute assignments shall be made by the supervising administrator subject to the approval of the Vice President of Instruction, Superintendent/ President, and Board of Trustees. The District shall not be required to employ a substitute for every absence of a bargaining unit member.

7.2.3 EXTENDED SERVICE DIFFERENTIAL

Extended Service Differential shall be required for all bargaining unit members to earn longevity steps on the salary schedule and shall be applicable throughout the term of this contract.

7.2.3.1 Objective

To provide a financial incentive for bargaining unit members to engage in professional growth experiences after they have reached the maximum regular step available at their current class on the salary schedule.

7.2.3.2 Extended Service Differential Policy

See Appendix F for the Extended Service Differential Form.

Bargaining unit members who want to advance into the longevity steps through “Extended Service Differential” must submit to the office of the supervising administrator a request on a form provided for that purpose and gain approval for the activity prior to starting the activity. Activities initiated without prior approval may be appealed for retroactive approval following the process in 7.2.3.4.

A bargaining unit member may apply for Extended Service Differential after reaching the maximum regular step available in their current class. Longevity differential may be applied for after the bargaining unit member completes two units or unit equivalents of extended service differential for each longevity step as applicable to their class placement. See the current Salary Schedule in Appendix F for the longevity steps.

Units and unit equivalents to meet the Extended Service Differential requirements must be approved on the appropriate form by the supervising administrator, the appropriate Vice President, and the Associate Vice President of Human Resources prior to enrollment in a class or classes to be used for this purpose (see 7.2.3.3 for unit equivalent procedures). The credits for this requirement are to benefit the bargaining unit member and the students. Once the request form has been approved by the supervising administrator, the appropriate Vice

President, and the Associate Vice President of Human Resources it will be processed by the Human Resources Office and the bargaining unit member will be notified of the approval.

Verification of units (transcripts) and documentation to support unit equivalent(s) must be submitted to the Human Resources Office by November 1st. The differential would be retroactive to the beginning of the academic year. Requests/verifications submitted after November 1st would be applied to the subsequent academic year. All units and unit equivalents must be completed prior to the first day of classes for the current academic year to be applied for that year.

Differential shall be shown on the salary schedule.

7.2.3.3 Unit Equivalent(s) for Extended Service Differential (ESD)

A request will be completed and filed by the bargaining unit member for the desired unit equivalent(s) with the supervising administrator for approval. Unit equivalents, or trainings/courses without units, must have direct relevance to the bargaining unit member's assignment and be shown to significantly benefit the bargaining unit member, the college, and the students in order to be approved. For career-technical areas that do not have upper division, graduate level, or extension courses to take for advancement, other courses or trainings may be considered.

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

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

Contents of request:

The request shall contain:

a. Date(s) of work. If the work will be done over a period of time, state the beginning and ending dates.
b. Area of work
c. Relevancy of work to teaching assignment
d. Relevancy of work to one's own professional growth
e. Description or outline of work
f. Documentation of work

Some suggested activities that may qualify for unit equivalents:

a. Conferences
b. Workshops
c. Seminars
d. Professional Meetings
e. Performances
f. Exhibitions
g. Publications
h. Jobs in a related field
i. Non-paid projects
j. Independent research related to the teaching field

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k. Educational-related activities to improve teaching (This may be out of the teaching field, but it should be shown that the bargaining unit member needs this to improve their teaching.)
l. Sabbatical leaves (non-unit) up to three (3) units per semester

7.2.3.4 Implementation

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

7.2.4 PART-TIME EMPLOYEE SALARY SCHEDULES

7.2.4.1 Part-time instructional, counselor, and librarian bargaining unit members with an assignment equal to more than sixty-seven percent (67%) of a full-time assignment shall be placed on the regular day salary schedule according to their degrees and years of experience and shall be paid according to their portion of a full-time assignment. The portion of a full-time assignment for a part-time day instructional bargaining unit member shall be prorated based upon the average number of teaching units taught by other bargaining unit members rendering the same or similar service.

7.2.4.2 Part-time day instructional bargaining unit members with an assignment equal to less than fifty percent (50%) of a full-time assignment, and being paid pro rata for at least a full semester during the 1985-86 academic year, may continue to be paid pro rata so long as they remain continuously employed (at least one full semester per academic year) in a part-time day assignment. No advancement would be made on the schedule until their teaching time totaled a full year, with the exception that bargaining unit members employed for fifty percent (50%) or greater time for the preceding year who shall be advanced.

7.2.4.3 The number of full-time equivalent part-time hourly bargaining unit members in the day program teaching full semester academic courses will not exceed 12.5 percent of full-time equivalent contract and regular bargaining unit members and day bargaining unit members receiving pro rata pay.

7.2.5 PART-TIME ACADEMIC BARGAINING UNIT MEMBERS' HOURLY SALARY SCHEDULES

See Appendix F for the current Part-Time Academic Bargaining Unit Members' Hourly Salary Schedule.

7.2.6 PAY PERIODS

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

7.3 STIPENDS

7.3.1 PART-TIME PARTICIPATION IN FLEX ACTIVITY

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Part-time bargaining unit members shall be encouraged to participate in flex activities.

Compensation shall be provided for up to three (3) additional hours upon presentation of verified attendance at activities.

Participation in the activities referenced above shall be voluntary, and shall not count toward load credit with regard to Education Code Section 87482.5 (67% Law).

7.3.2 ITV INSTRUCTION

The first time an instructor completes ITV delivered instruction, they will receive a $150 stipend.

7.3.3 ONLINE DELIVERY

The first time an instructor completes online delivered instruction, they will receive a $150 stipend.

7.3.4 OTHER STIPENDS

Other stipends may be paid to unit members as set forth below.

7.3.4.1 The following stipends may be paid by the District for assignments which are not given load value:

Faculty Coordinator - $2,250 per semester
Assistant Coaches - $4,180-$4,840 each
Football Coordinator(s) - $5,700-$6,700 each
Worksite Learning Supervision - $100 per student per semester.
Stipends of $1500 or less
Stipends available to all unit members
Stipends paid for professional growth

Stipend of $600 per semester for part-time bargaining unit members appointed to Academic Senate. Stipend of $500 per semester for part-time bargaining unit members appointed to Enrollment Management, Distance Education or Student Success Committee(s). Other committees with part-time participants may be added as eligible for this stipend through mutual consent between the District and the Faculty Association. Stipends will be paid at the end of each semester after verification of participation in the committee by the appropriate committee chair. If a part-time non-instructional bargaining unit member is appointed to a stipend eligible committee, he or she will be paid only the stipend, not his or her hourly rate, for time spent on committee work. In order to receive a stipend for committee participation, a part-time bargaining unit member must attend at least 75% of all meetings and have that attendance verified in writing by the committee chair to the Vice President of Instruction.

Stipend of $500 per academic year for full-time and part-time Nursing bargaining unit members for materials, clothing, licensure, and other requirements. The stipend shall be paid in equal payments during the bargaining unit member's term of employment. Bargaining unit members working less than a full year shall receive a prorated amount based on the percentage of a full year worked.

7.3.4.2 The Superintendent/President or designee shall notify the Association in writing in a timely manner of any other stipends proposed to be paid. At the request of the Association, the

parties shall meet and negotiate concerning the proposed stipend. In addition, at the request of the Association the Superintendent/President shall consult with the Association about criteria for paying stipends and granting release time. When a bargaining unit member is assigned release time for non-instructional duties, hours will be pro rata based on a 40-hour workweek.

7.3.5 Payments of stipends shall be made within 30 days of the completion of the service performed.

7.4 PART-TIME TEMPORARY FACULTY OFFICE HOURS

7.4.1 The District's annual contribution to the part-time faculty office hour program will be $140,000.

The following conditions will apply:

a. Part-time temporary unit members who teach at least one three-unit course with a lecture component, shall be eligible for one paid office hour per week. The office hour may be divided into two one-half hour sessions. For those teaching more than one three-unit class, office hours will be pro-rated accordingly to a maximum of two (2) hours per week, provided there is more than one class taught.

b. Participation by eligible unit members shall be voluntary.

c. Office hours shall be paid at the rate of $30.00 per hour.

d. Regular unit members shall not be eligible to participate.

e. The office hour shall not count in determining the unit member's full-time equivalent employment percentage for the purposes of obtaining tenure.

f. The time for office hours shall be mutually agreed between the unit member and the Dean and shall be posted. Generally, office hours shall be immediately before or after class.

ARTICLE 8.0 – PAYROLL DEDUCTIONS

8.1 GENERAL PROCEDURES

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

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

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

The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article. With respect to all sums deducted by the District pursuant to authorization of the bargaining unit member, whether for membership dues, the District agrees to promptly remit

monthly, within thirty (30) days following the date of deduction on the bargaining unit member's pay warrant, such moneys to the Association's designee, accompanied by an alphabetical list of bargaining unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.

8.2 ASSOCIATION DUES

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

8.2.2 The District will not make payroll deductions for any payroll period in which a bargaining unit member is terminated from employment or is not otherwise entitled to pay from the District.

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

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

ARTICLE 9.0 – SAFETY CONDITIONS OF EMPLOYMENT

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

ARTICLE 10.0 – GRIEVANCES

10.1 INTRODUCTION

When a bargaining unit member believes he/she has a grievance, he/she may present said grievance only through the Faculty Association. Any bargaining unit member has the right to have representatives of their choice, from the Faculty Association, present in the grievance process. Nothing contained herein will be construed as limiting the right of any bargaining unit member having a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this agreement, and that the Association has been given an opportunity to state its views in regards to adjustment prior to the execution.

10.2 DEFINITIONS

10.2.1 Grievance--disputes arising from the interpretation, application, or violation of this agreement.

10.2.2 Grievant--may be any members of the unit covered by the terms of this agreement or "grievant" may be the Shasta College Faculty Association (CTA/NEA).

10.2.3 Day--any day that the college is offering classes on the regular academic calendar, including summer.

10.2.4 The Association – Shasta College Faculty Association (CTA/NEA)

10.3 INFORMAL LEVEL

Before filing a formal grievance, the grievant should attempt to resolve the grievance through an informal conference with the immediate supervisor. After the informal level, the Association shall submit grievances to the District in accordance with the following formal procedures:

10.4 FORMAL LEVEL

10.4.1 LEVEL I

Within twenty (20) days after a bargaining unit member knows or reasonably should have known of the event giving rise to the grievance, if the grievant wishes to pursue the grievance, the Association may submit the grievance, in writing, to the immediate supervisor.

This statement shall be a statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and a specific remedy sought.

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

10.4.2 LEVEL II

10.4.2.1 In the event the grievant is not satisfied with the decision at Level I, the decision may be appealed by the Association on an appropriate form to the Vice President in charge of the grievant's area within ten (10) days. This statement should include a copy of the original grievance, the decision rendered, and a statement of the specific reasons for the appeal.

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

10.4.3 LEVEL III

10.4.3.1 If the grievant is not satisfied with the decision at Level II, ~~he/she~~ the Association may within ten (10) days appeal the decision on an appropriate form to the Superintendent/ President. This statement shall include a copy of the original grievance and appeal, the decisions rendered, and a statement of the specific reasons for this appeal.

10.4.3.2 The Superintendent/President shall communicate his decision in writing to the Association within ten (10) days. Either the Association or the Superintendent/President may request a conference within the above time limits. If the Superintendent/President does not respond within the time limits, the Association may appeal to the next level.

10.4.4 LEVEL IV

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

10.4.4.2 A joint request will be made to the State Mediation and Conciliation Service to provide a list of arbitrators.

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

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

10.4.4.5 The arbitrator so selected will confer with the Superintendent/President and/or his representatives and the grievant or the Grievance Committee and hold any hearings necessary to ascertain the pertinent facts in the case. The arbitrator will issue a decision no later than thirty (30) days following the conclusion of his/her investigation. The decision will be in writing and will stipulate findings of fact, reasoning, and conclusions on the issues submitted.

10.4.4.6 The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates terms of the agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as he/she judges to be proper.

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

10.4.4.8 The decision of the arbitrator will be submitted to the Board and the grievant (or the Grievance Committee in his/her behalf) and will be binding on the parties of this agreement.

10.4.4.9 The costs of the services of the arbitrator, including related expenses, if any, will be borne equally by the Board and the grievant or the Association if they represented the grievant. All other costs will be borne by the party incurring them.

10.5 General Provisions

10.5.1 If the Association fails to respond to, or meet, a timeline under any step in this Article, the grievance shall be deemed withdrawn. If the District fails to respond to, or meet, a timeline under any step in this Article, the grievance shall automatically proceed to the next step.

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

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10.5.3 Resolutions to all grievances, at any level, shall be reduced to writing and signed by representatives of the District and the Association.

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ARTICLE 11.0 – SAVINGS PROVISION

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

ARTICLE 12.0 – MISCELLANEOUS PROVISIONS

12.1 MEETING AND NEGOTIATING

During the term of this agreement, except as provided herein, the Association expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter, whether referred to or covered in this agreement or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this agreement, and even though such subjects or matters were proposed and later withdrawn. This provision is not intended to allow the District to engage in unilateral changes of mandatory subjects of bargaining on issues which have not been negotiated by the parties.

12.2 DIRECTING THE WORK

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.

12.3 RELEASE TIME FOR THE FACULTY ASSOCIATION

12.3.1 The Association shall be given 75 percent release time based upon the actual hours of instruction/work assignment time for each of the recipients of said release time. The District shall contribute backfill adjunct funding at an annual maximum of 162 hours, which was in effect for the 2008-2009 academic year, towards Association release time. Further, the Association shall reimburse the District for all actual hours of instruction/work assignment time beyond the District's annual contribution of 162 hours, using the current highest adjunct hourly lecture rate, including payroll taxes.

12.3.2 The Association shall notify the District no later than April 15th, of the immediately preceding school year of the names of the individuals to be granted the release time.

ARTICLE 13.0 – FACULTY SERVICE AREAS

13.1 DEFINITIONS

13.1.1 As used in this article**, "faculty service area"** shall be equivalent to "disciplines" as adopted by the Board of Governors except as noted in Appendix D.

13.1.2 "Minimum qualifications" means those qualifications as adopted by the Board of Governors to qualify for a particular discipline except as noted with the faculty service areas listed in Appendix D.

13.1.3 A bargaining unit member is considered **"competent"** if he/she meets the minimum qualifications as defined in 13.1.2.

13.2 QUALIFICATION FOR A FACULTY SERVICE AREA

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

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

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

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

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

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

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

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

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

13.3 RECORDS OF FACULTY SERVICE AREAS

13.3.1 The District shall maintain a permanent record for each bargaining unit member employed by the District of each faculty service area for which the bargaining unit member qualifies according to Section 13.2.

13.3.2 The District shall maintain a master list of the disciplines for which each bargaining unit member is qualified under the provisions of this article. The District shall provide one copy per year to the Association and one copy per year to the Academic Senate. In the event of a layoff or reduction in force, the District shall also provide lists to the Association and the Academic Senate of any administrators who have retreat rights and the faculty service area(s) in which they qualify.

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13.4 REASSIGNMENT

13.4.1 Bargaining unit members who have established competency under Section 13.1 shall have the right to request reassignment to any faculty service area for which they possess the minimum qualifications.

13.4.2 Requests shall be forwarded to the chief Office of Instruction who shall grant it in whole, or part, or deny it. Should any part of the request be denied, the reasons shall be given in writing.

13.5 LAYOFFS AND REDUCTION IN FORCE

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

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

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

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

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

13.7 Within the appropriate reemployment period in 13.6, a bargaining unit member may apply under Section 6.2.2.2 for retraining. Also during this period, a bargaining unit member shall have the same rights to update the faculty service areas for which they are qualified or become qualified as those bargaining unit members not subject to layoff.

ARTICLE 14.0 – DISTANCE EDUCATION SYSTEMS

14.1 Distance Education Systems incorporate new technologies and learning methodologies not generally present in traditional lecture, discussion and laboratory approaches.

14.2 Courses utilizing distance education systems shall be established, reviewed and approved in the same manner as other courses. Scheduling of courses using distance education systems shall be in accordance with Article 4.2.10.

14.3 Courses utilizing distance education systems should not exceed a class size of 35 students at the first census when instructor is teaching the class for the first time online unless mutually agreed to by both instructor and supervising administrator. Article 4.2.6 applies in subsequent semesters.

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14.4 All full-time unit members, including those using distance education systems, shall attend department and division meetings, program review meetings, scheduled flex days on campus and shared governance meetings and schedule office hours in accordance with Article 2 of this Agreement.

14.5 The hosting of online instructional content for which the college has no contractual obligation of copyright protection shall be strictly at the instructor's discretion. It they are available, instructors may use college servers to host such material; or may seek outside services for such, at their own expense. Instructors who use proprietary content are still bound by BP/AP 4105

14.6 The selection of the college Course Management System shall be by a committee of active online instructors with recognized online teaching experience. This committee is encouraged to seek technical opinions from Technology Support regarding system requirements, implementation, cost-benefit, and other technology related requirements. The committee will recommend the selected CMS to the District for final evaluation.

14.6.1 A new candidate Course Management System shall be available for testing for one (1) semester before becoming the college platform. During this testing period the candidate Course Management System may be rejected based on reported instructor and/or student experience.

14.6.2 After a new Course Management System has been adopted, the old one will continue to be available internally and supported for one (1) semester, in order to allow instructors time to import and export content and to adapt the online course to any new / different functionality.

ARTICLE 15.0 – INTELLECTUAL PROPERTY RIGHTS

15.1 DEFINITION

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

15.2 INDIVIDUAL AGREEMENT

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

15.2.1 The unit member shall own the intellectual property.

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

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

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15.3 EXTRAORDINARY CIRCUMSTANCES

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

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

ARTICLE 16.0 – PART-TIME REEMPLOYMENT PREFERENCE

16.1 DEFINITION

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

16.2 PART-TIME BARGAINING UNIT MEMBER QUALIFICATIONS

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

16.3 REEMPLOYMENT POOL

a. The District shall maintain a reemployment preference pool (Pool), which is designed to provide reasonable continuity, protection and predictability to both bargaining unit members and the District relative to the on-going process of making class assignments. This Pool shall be maintained and updated by the Human Resources Department.

b. An instructional part-time bargaining unit member who has taught at least one (1) class per semester (fall or spring) for seven semesters, and earned "Meets" or better in each category on their second evaluation, shall be placed in the Pool. Evaluations shall be conducted as stated in Article 5 of this Agreement.

c. A non-instructional part-time bargaining unit member who has been provided an assignment of at least 90 hours per year for 3.5 consecutive years, and earned "Meets" or better on their second evaluation, shall be placed in the Pool. Evaluations shall be conducted as stated in Article 5 of this Agreement.

d. If, in an evaluation after placement into the Pool, the part-time bargaining unit member earns ratings below "Meets" in any category, the supervising administrator will determine if the member a) remains in the Pool, b) is removed from the Pool, or c) remains in the Pool pending completion of an improvement plan, which should take place within two semesters, but may be extended based on the availability of courses and the member's availability to be assigned courses. Upon completion of the improvement plan, the supervising administrator will make the final determination if the member will remain in the Pool. This final determination will include consideration of the part-time bargaining unit member's historical performance and performance during the improvement plan. If the member fails to complete the improvement plan within the timeframe stated in the plan, and the member earns ratings below "Meets" in any category, they must be removed from the pool.

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e. A part-time bargaining member may be removed from the pool, at any time, if there are significant behavioral issues between evaluations that impact student learning.

f. Part-time bargaining unit members must be notified in writing if they are being removed from the Pool. They will then have the opportunity for a conference with the supervising administrator, and, if requested, a Faculty Association representative. The part-time bargaining unit member must request the conference in writing within ten (10) business days of notification. After the conference, the supervising administrator will notify the part-time bargaining unit member of the final determination within five (5) business days.

g. If removed from the Pool, part-time bargaining unit members may appeal the decision, in writing, to the appropriate Vice President. The Vice President's decision will be rendered within ten (10) business days of receiving the written appeal and will be considered final.

h. When removed due to a performance evaluation, part-time bargaining unit members will re-enter the Pool if they earn "Meets" or better in each category in a subsequent evaluation and have not been disqualified from the pool under section 16.5.4(d). The part-time bargaining unit member will be returned to the Pool if the evaluation does not take place in a timely manner because of administrative error. A year for this purpose will be July 1 to June 30.

16.4 ASSIGNMENT REQUEST PROCEDURE

a. The Human Resources Department, Office of Instruction, or appropriate Division will send part-time bargaining unit members a Part-time Assignment Availability and Request Form each semester and summer session. Part-time bargaining unit members shall complete this form each semester and summer session. Non-instructional part-time bargaining unit members will complete a Calendar Form (see Appendix I) requesting their assignment for each semester. Part-time bargaining unit members shall be notified of the form due date at least ten (10) business days prior to the due date.

b. Using the requests from the Assignment Availability and Request Forms submitted by the instructional part-time bargaining unit member, the Supervising Administrator shall assign part-time bargaining unit members from the Pool at least one class and up to 67% of a full-time load, subject to the exceptions stated in section 16.5.

c. Using the request from the Calendar Form submitted by the non-instructional part-time bargaining unit member the Supervising Administrator shall assign non-instructional part-time bargaining unit members from the Pool up to 900 hours, subject to the exceptions stated in section 16.5.

16.5 REEMPLOYMENT PREFERENCE AND ASSIGNMENT

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

a. Employee qualifications to carry out the assignment, including but not limited to pedagogical technologies training;

b. Expertise and/or demonstrated practical experience in specific requirements of the assignment;

c. Employee ability to use and expose students to current information, technology and skills required in assignment;

d. Employee availability at time of need;

e. An employee's course assignment pattern over the previous four (4) semesters.

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

a. The hiring of additional full-time bargaining unit members requiring a reduction in the number of available classes or work assignments to part-time bargaining unit member;

b. The need to fill the contract for a full-time bargaining unit member.

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

a. If a class is canceled before the start of the semester an alternate work assignment may be offered, if available;

b. Nothing in this provision entitles a part-time bargaining unit member to an alternative assignment or bumping rights;

c. The parties acknowledge that from time to time, there may be a new position, area of need, or course requiring additional qualifications, expertise, or specialization. In these instances, the District may consider the qualifications and any additional information supplied by current part-time bargaining unit member prior to hiring external candidates.

16.5.4 When the District determines that more than one part-time bargaining unit member from the Pool would be equally qualified for a requested assignment based on considerations outlined in Section 16.5.1, the assignment will be based on seniority.

a. If two or more part-time bargaining unit members have the same hire date, seniority placement will be determined by the total number of courses taught since their hire date. If the total number of courses taught since the hire date is identical, their seniority standing will be determined by lot. For non-instructional bargaining unit members hired on the same date, seniority placement must be determined by the total number of days of service since their hire date. If the total number of days of service is identical, their seniority standing must be determined by lot.

b. Should additional course sections become available, they will be offered to unit members with the most seniority within the Faculty Service Area qualified to teach the course.

c. Seniority shall be determined by the original date of hire as a part-time bargaining unit member in the department or similar unit, not prior service with the District as administrators or classified personnel. Full-time instructional bargaining unit members who retire and become part-time bargaining unit members within one year of retirement will automatically enter the Pool. Their seniority placement will be based on the total number of overloads taught in the last 3.5 years of teaching. For

non-instructional full-time bargaining unit members who retire and become part-time bargaining unit members, seniority placement must be based on the total number of days of service in the last 3.5 years of service. Once the bargaining unit member has been evaluated as a part-time bargaining unit member for the first time since retirement, they are subject to the same policies outlined in 16.3 above regarding their retention in the Pool. However, under no circumstances will a full-time member bump a part-time member simply to retain an overload in the form of load banking or an extra pay assignment. The seniority list will be updated and published by the District at the end of each semester. This list will include the faculty service areas for each member on the list. All assignments will be based upon the most current seniority list at the time of scheduling.

d. A part-time bargaining unit member may lose their seniority hire date and eligibility for re-employment preference if a part-time bargaining unit member is not employed for twenty-four (24) months. A part-time bargaining unit member may lose their seniority hire date and eligibility for re-employment preference if removed from the Pool in accordance with section 16.3 above. Subsequent re-employment preference shall be subject to the eligibility requirements outlined above. If the part-time bargaining unit member is rehired, their new hire date will be their seniority date.

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

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

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

16.6 NOTIFICATION OF ASSIGNMENT

a. Part-time bargaining unit members shall be notified in writing of, and accept in writing, whenever possible, a proposed assignment. Notification and response should take the form of a letter or email but may not be verbal.

b. When declining a written proposed assignment under part (a), part-time bargaining unit members shall inform their Supervising Administrator, in writing, within ten (10) business days of receipt of the written proposed assignment. Failure to do so may mean the proposed assignment may be reassigned to another bargaining unit member and may result in removal from the Pool.

c. The Supervising Administrator shall notify the part-time bargaining unit member when there is a change of assignment, loss of existing assignment, or lack of any assignment. The part-time bargaining unit member may request a meeting with the Supervising Administrator to discuss the change of assignment, loss of existing assignment, or lack of any assignment. Part-time bargaining unit members are subject to such assignments or change in assignment in the best interests of the District.

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d. Part-time bargaining unit members shall receive written confirmation of their assignment as approved by the Supervising Administrator. Whenever possible, notification shall be made at least six (6) weeks prior to the beginning of the assignment.

e. Inability to take an assignment already agreed to shall not entitle the part-time bargaining unit member to an alternative assignment for that semester.

f. A non-instructional assignment that has been offered to a bargaining unit member may be cancelled by the District at any time before the first scheduled duty day for the assignment or at any time during the term of the assignment if conditions arise, as determined by the District, which make maintaining the assignment impractical.

16.7 LEAVES OF ABSENCE

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

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ARTICLE 17.0 – COMPLETION OF MEET AND NEGOTIATIONS

Shasta-Tehama-Trinity Joint Community College District	**Shasta College Faculty Association/CTA/NEA**
Joe Wyse District Superintendent/President	Thomas Martin President
Date:_____	Date:_____

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APPENDICES

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APPENDIX A
CALENDARS

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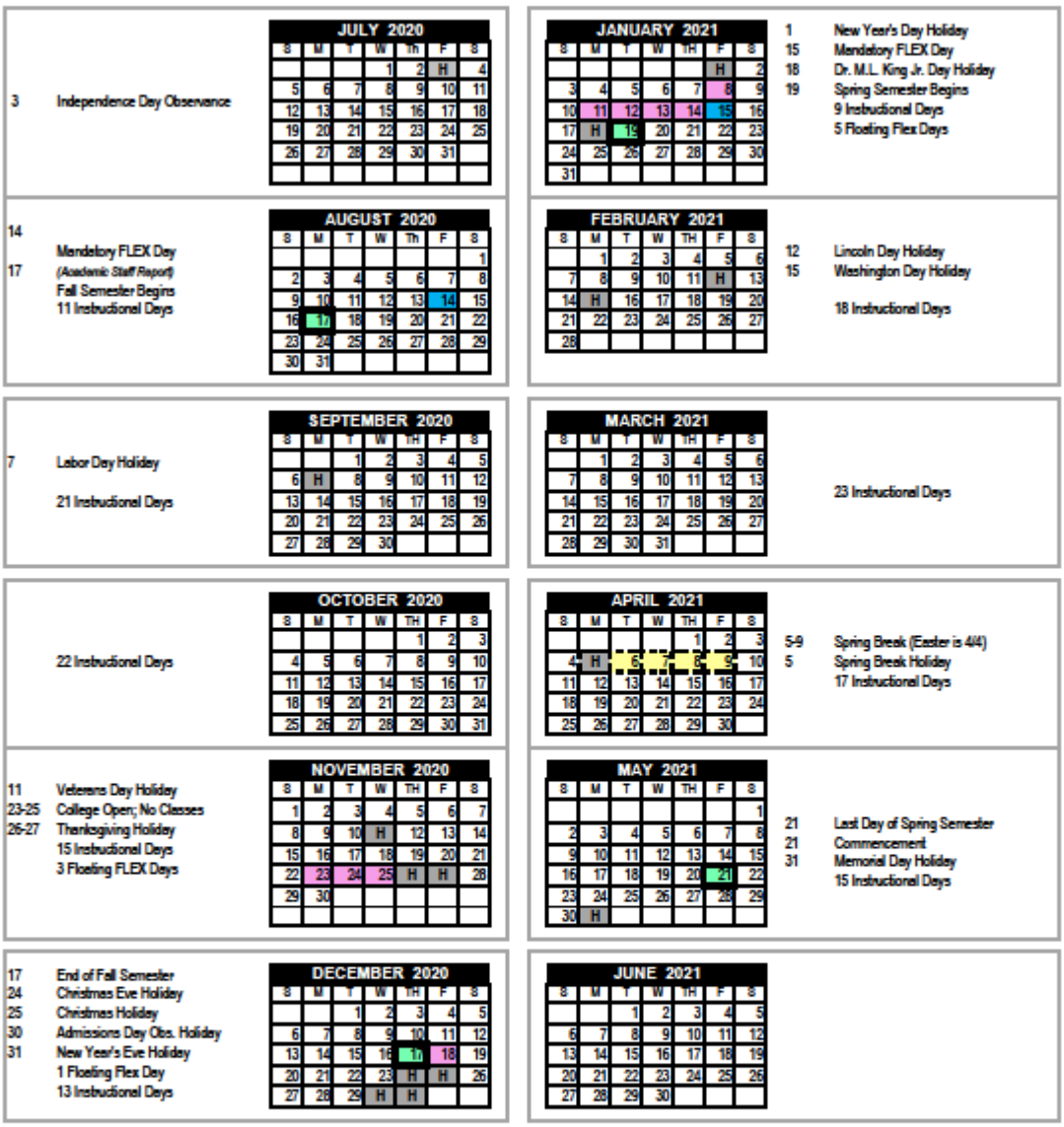
Shasta College 2020-21 All District Calendar



All Academic Year Classified Employees must work 175 days. Please obtain Supervisor approval on annual work schedule form.

Board Approved 11/13/19

APPENDIX B
EVALUATION FORMS

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