

**ACADEMIC MASTER CONTRACT AGREEMENT
JULY 1, 2026 TO JUNE 30, 2029**

SHASTA-TEHAMA-TRINITY JOINT COMMUNITY COLLEGE DISTRICT

Board Ratified on August 12, 2026

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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 RECOGNITION

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

- Probationary/Contract Faculty
- Tenured/Regular Faculty
- Part-time Faculty
- Full-time Temporary Faculty

Those not represented include:

- Part-time instructors of Community and Contract Education courses
- Presenters of fee-based courses

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, 2026, through June 30, 2029, 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.

In the event new legislation, codes, or regulations that impact wages or working conditions are passed or enacted during the term of this agreement, both parties may agree to re-open negotiations to develop or revise articles affected by the aforementioned.

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

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

3 4 **ARTICLE 2.0 – HOURS OF EMPLOYMENT**

5 6 **2.1 DEFINITIONS**

7 8 **2.1.1 Calendar**

9
10 The calendar is negotiated following the process established in Board Policy and Administrative
11 Procedure, separate from regular contract negotiations

12
13 The calendar for the academic year appears under the College Academic Calendars website. There are
14 175 instructional days (including eleven (11) flex days) each academic year. The academic year excludes
15 winter intersession, spring break, and summer periods which allows part-time bargaining unit members to
16 teach or provide non-instructional services during these periods without courses/hours during those
17 periods counting toward the 67% limit for fall and spring semesters. Winter Intersession, spring break,
18 and summer session are defined below.

19 20 **2.1.1.1 Winter Intersession**

21
22 Winter intersession begins the day after the last day of finals for the fall semester and ends the day before
23 spring classes begin. If a class is scheduled as a winter intersession course, it must begin on a day after
24 the last day of finals, but it may overlap with the spring semester. No overlap may be for more than five (5)
25 instructional days. Overlapping winter intersession classes will be included in the spring schedule of
26 classes, but they must be highlighted as a winter intersession class and will not count toward the 67%
27 limit for part-time instructors for fall or spring semesters. Hours worked by part-time non-instructional
28 faculty during this period shall not count toward the 67% limit for part-time faculty.

29 30 **2.1.1.2 Spring Break**

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

40 41 **2.1.1.3 Summer Session**

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

50 51 **2.1.2 Consecutive Hours of Employment**

52
53 This is defined as those hours starting from the beginning of the first class of a given instructor until the
54 conclusion of their final class on 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 Contract Year for Full-time Bargaining Unit Members

The contract year for full-time instructional bargaining unit members shall start with the first instructional 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 and the permission of the appropriate administrator(s) designated by the Superintendent/President.

The contract year for full-time non-instructional bargaining unit members is July 1 through June 30 and consists of 195 days of scheduled duties plus non-classroom responsibilities performed at the professional discretion of each bargaining unit member. 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 contract year. Full-time non-instructional bargaining unit members shall be provided a break of four consecutive weeks per calendar year, unless otherwise mutually agreed. Assignment agreements for full-time non-instructional bargaining unit members must be made and signed by both parties by February 15 of the preceding year.

Full-time 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.

Full-time 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.

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

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 beyond 75% for teaching duties and 12.5% for student office hours. Instructional-related activities 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 annual planning within established cycles
- Selection committees
- Division and department meetings (see Article 2.2.11)
- Student learning outcomes process, with support from the District in the form of time, training, resources, and opportunities for meaningful discussion related to continuous quality improvement of programs. (Although participation is required, student outcome results are not considered in the evaluation process).

Participation in these activities is a responsibility shared equally by all instructional bargaining unit

members within a division. The supervising administrator may assign activities to ensure timely completion of and equitable participation in required activities, for example, timely submission of syllabi and instructional materials to respective Division offices and meeting textbook adoption deadlines (including OER and free resource materials).

2.1.6 Non-Instructional Faculty Professional Activities

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

2.2 TERMS

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

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, student office hours, committee work, departmental professional functions, and other professional obligations. If a bargaining unit member is on an approved reduced workload, their instructional-related duties will be reduced at a percentage proportionate to their workload release. 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 conferences per week shall be prepared by the bargaining unit member and submitted in writing to their supervising administrator, and the Vice President of Instruction. 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 office hour periods shall be for a minimum of 30 minutes and shall be scheduled in a manner to best meet the needs of the students. Any instructor with a scheduled in-person class (including a hybrid class with in-person hours) must have at least one in-person office hour.

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

When possible, student office hours shall be immediately before or after class. Bargaining unit members shall remain in their offices during the scheduled student office 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 Full-time non-instructional faculty shall be scheduled duties for an average of thirty-five (35) hours per week during the contract year. Professional 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, without additional compensation. Non-instructional faculty professional activities cited in Article 2.1.6 are to be scheduled during the 35-hour

work week for full-time non-instructional faculty. 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 non-instructional faculty 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) workdays per contract year and no more than two (2) hours of preparation on any one day at other times. Preparation time shall be on-campus duty time. For counselors, time not scheduled for counseling appointments, preparation, meetings, or other appropriate purposes shall be available for drop-in counseling.

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

2.2.7 Instructional load will be assigned to full-time bargaining unit members based on the needs of the District. To the extent possible, the major percentage of a full-time assignment will be scheduled between 8:00 a.m. and 5:00 p.m., Monday through Friday. In the event there is a need for evening and/or weekend assignments, on or off campus, such assignments will be made by mutual agreement between the member and the supervising administrator. The District retains the right of assignment in all teaching assignments.

2.2.8 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.

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

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

ARTICLE 3.0 – ASSOCIATION AND MEMBER RIGHTS

3.1 ASSOCIATION RIGHTS

3.1.1 Access to District Facilities

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

3.1.1.2 The Association shall have access to faculty mailboxes.

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

- 1
- 2 A. The District will identify bulletin board space for use by the Association;
- 3
- 4 B. All postings for bulletin boards or items for school mailboxes must contain the date of posting
- 5 or distribution and the identification of the organization together with a designated authorization by
- 6 an authorized Association officer;
- 7
- 8 C. A copy of such postings or distributions must be delivered to the Superintendent/President or
- 9 designee at the same time as posting or distribution; and
- 10
- 11 D. The Association will not post or distribute information which is defamatory of the District or its
- 12 personnel or that violates California Education Code Section 7054.
- 13

14 **3.1.2 Release Time for Association Executive Board**

15

16 The Association Executive Board shall be given 1.10 FTE release time per academic year based upon the

17 actual hours of instruction/work assignment time for each of the recipients of said release time.

18

19 The Association shall notify the District no later than May 15 of the immediately preceding academic year

20 of the names of the individuals to be granted the release time.

21

22 **3.1.2.1** Part-time bargaining unit members who are not eligible for release time under this article shall be

23 compensated for the associated release time on an hourly basis. Compensation shall be calculated

24 based on a 20-hour week x 17 weeks per term. Thus, a 10 percent release time equivalent would be 2

25 hours per week at Class II, Step 1 on the part-time certificated employees' hourly salary schedule,

26 Schedule #1 – Non-Teaching and Non-Credit (Appendix C-3), for 17 weeks for one term, or 34 weeks in

27 an academic year. These members will be compensated on a monthly basis.

28

29 **3.1.2.2** One designated representative of the Association may be released from duty when representing a

30 member for attending a grievance conference with management scheduled during duty time or at any

31 investigatory meeting where a member reasonably believes may lead to disciplinary action.

32

33 **3.1.2.3** The District will provide release time from duty for three (3) Association unit members for the

34 purpose of negotiating and representing the Association when the negotiating session is scheduled during

35 on-duty time. Every effort shall be made to schedule negotiations sessions at times that would not require

36 a substitute to be hired. The Association shall inform the District by October 15 of each academic year

37 which employees are to be released for the purpose of negotiations.

38

39 **3.1.2.4** Members serving as an area representative on the Association's Representative Council may

40 have this activity serve as a committee assignment as described in Article 2.1.5. Upon the District's

41 request the Association will confirm that the representative is performing all the duties required for the

42 representative assignment. If the Association cannot confirm, then the representative's assignment will

43 not be considered an activity described in Article 2.1.5.

44

45 **3.1.2.5** One designated representative of the Association may be released for one (1) hour from duty

46 when presenting at new employee orientations for full and part-time employees when they are scheduled

47 during duty time. "New employee orientation" means the onboarding process of newly hired faculty

48 employees, whether in person, online, or through other means or mediums, in which employees are

49 advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-

50 related matters.

51

52 The Association shall receive not less than ten (10) calendar days' notice in advance of an orientation,

53 except that a shorter notice may be provided in a specific instance where there is an urgent need critical

54 to the District's operations that was not reasonably foreseeable. In the event the District conducts one-on-

55 one or group orientations with new employees, one (1) Association representative will have 15 minutes to

conduct an orientation to the Association and fifteen (15) additional minutes to access new faculty.

3.1.3 Contact Information for Members

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

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

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

- A. First name
- B. Middle initial
- C. Last name
- D. Suffix (e.g. Jr., III)
- E. Job title
- F. Department
- G. Work location (building/office number)
- H. Work telephone number/extension
- I. Mailing address (including city, state, and zip code)
- J. Home telephone number, with area code (if available)
- K. Personal cellular telephone number, with area code (if available)
- L. Personal email address of the employee (if available)
- M. Hire date. This information shall be provided regardless of whether the newly hired unit member was previously employed by the District.

3.1.4 Periodic Update of Contact Information

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

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

3.2 MEMBER RIGHTS

Members shall be protected from any direct or indirect discrimination or retaliation with respect to hours, wages, terms or conditions of employment, or application of the provisions of the District/Faculty Association Agreement and/or Board policies and administrative regulations. Retaliation means an adverse action following within a relatively short time of a faculty member engaging in a protected activity of which the District was aware.

3.2.1 Academic Freedom

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

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

3.2.2 Right to Representation

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

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

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

ARTICLE 4.0 – WORKLOAD

4.1 INSTRUCTIONAL 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.

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

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

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

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

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

4.1.3 Courses taught as full-time overload or by part-time instructional bargaining unit members are compensated based on the clock hours for the course. A clock hour is a 60-minute time frame, which may begin at any time, e.g., 8:10 (Title 5, Section 58023) Each clock hour is composed of one 50-minute class hour segment and a 10-minute segment referred to as “passing time”. (See Appendix F for examples)

4.2 OVERLOAD ASSIGNMENTS AND LOAD BANK

As a result of load value for different types of courses (lecture/lab/activity) and the varying number of instructional units and accompanying hours of instruction for different courses, load assignments in any given semester may be more or less than 100%. In order to balance load over the academic year, 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 to 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%.

When assigning overload or scheduling additional courses for a bargaining unit member, the District shall prioritize courses and assignments paid at the bargaining unit member's lecture/composition rate before assigning lab, activity, non-directed lab nursing, non-credit, or other lower-rate load, unless the bargaining unit member voluntarily requests otherwise in writing. The signature of the bargaining unit member on their load report confirms accuracy and verifies agreement.

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 Article 4 herein; or if the underload is due to insufficient enrollment, the District may then reassign any full-time bargaining unit member to a course scheduled to be taught by a part-time faculty member or 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, the bargaining unit member's pay may be reduced to correct the load deficit and 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 semester and once in the spring semester.

4.2.5 If a bargaining unit member leaves the Faculty Association bargaining unit, or separates from the District, 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 separation.

4.2.6 An overload assignment is a separate, voluntary assignment that exceeds a member's regular full-

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

4.2.7 No load assignments 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 supervising administrator. If such agreement is reached, no scheduled hours for any regular assignment shall exceed a nine (9) hour span for two consecutive days of instruction or a twelve (12) hour span for one day.

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

4.3 CLASS SIZE

Bargaining unit members and supervising administrators shall be responsible for determining and establishing appropriate class size by mutual consent. For class size load factors, please refer to 4.1.1.

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.

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

4.4 NOTIFICATION OF INSTRUCTIONAL ASSIGNMENT

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.

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

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

4.4.1 If a bargaining unit member is not satisfied with the proposed schedule or instructional 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.

1
2 **4.4.2.1** Within ten (10) business days of receiving the appeal, the Schedule Appeal Committee shall meet
3 to consider, discuss, and/or investigate the appeal. The committee will provide a written copy of its
4 conclusions and recommendations to the appealing bargaining unit member and the supervising
5 administrator. Unless appealed under Article 4.2.6.4, the schedule recommended by the committee shall
6 be the schedule for the bargaining unit member in the following academic period. If the Schedule Appeal
7 Committee fails to provide conclusions and recommendations prior to the publishing date of the course
8 schedules, the appeal proceeds to the Vice President of Instruction as stated in 4.4.2.2.
9

10 **4.4.2.2** If either the bargaining unit member or the supervising administrator does not accept the
11 recommendations of the Schedule Appeal Committee, they may appeal the proposed schedule to the
12 Vice President of Instruction. The appeal must be submitted in writing within seven (7) calendar days. The
13 Vice President of Instruction must make the final decision on the class schedule. If the Vice President of
14 Instruction does not accept the Schedule Appeal Committee's recommendation, the Vice President will
15 provide written justification for the necessity for the schedule to the committee within ten (10) business
16 days.
17

18 **4.5 ONLINE COURSE ASSIGNMENTS AND PROFESSIONAL RESPONSIBILITIES**

19

20 Instructional bargaining unit members assigned online courses shall fulfill their professional
21 responsibilities, such as attending division and department meetings, program review meetings,
22 scheduled flex days on campus, and participatory governance meetings, and serving on campus/college
23 committees. In accordance with Senate-approved Faculty Observation Guidelines – Online Teaching,
24 instructional bargaining unit members shall maintain regular, substantive interaction with students through
25 instructor-initiated student engagement in online classes. Instructional bargaining unit members who do not
26 maintain an online presence or fulfill their professional responsibilities may have their online load reduced
27 by their supervising administrator.
28

29 **4.6 FACULTY COORDINATOR PROGRAM**

30

31 For information about Faculty Coordinator compensation, refer to Article 7.3.2.
32

33 The purposes of the Faculty Coordinator Program are to assist the division office and to coordinate the
34 instructional-related activities, such as part-time hiring and evaluation, completion of annual plans,
35 program reviews, course reviews, and discussions of department-specific issues such as department
36 policies and learning outcomes. As noted in the Faculty Coordinator Position Description,
37

38 Faculty Coordinators are central to the effective functioning of specific areas within the District. Faculty
39 Coordinators are faculty who, working under the direction of and in collaboration with the Supervising
40 Administrator, assist in the coordination of the assigned area, helping to ensure that the area's programs
41 meet the academic standards of the division, District, and system, and that they serve the needs of a
42 diverse student population.
43

44 **4.6.1** Faculty Coordinators: full-time, part-time, retired, or Emeritus Instructional bargaining unit
45 members may serve as Faculty Coordinators. Retired or Emeritus Instructional bargaining unit members
46 can only be considered for the position if no full-time bargaining unit members are interested in the
47 position for that year. Retired or Emeritus bargaining unit members must have been employed with the
48 District as instructional bargaining unit members within the prior three years to be eligible to serve as a
49 Faculty Coordinator.
50

51 **4.6.2** Faculty Coordinators are selected at the beginning of each academic year or may be selected at
52 the end of spring and will begin serving in the upcoming fall for a two-year term. A unit member may serve
53 as Faculty Coordinator for up to two (2) consecutive, two-year terms years, after which they must take a
54 minimum one-year hiatus before serving as Faculty Coordinator again. Exceptions to the hiatus may be
55 made by the Vice President of Instruction (i.e., based on availability of faculty in the area/discipline).

4.6.3 Faculty Coordinators will be selected using an election process within each division or area. An election does not need to be held for those who have one year left of a two-year term. Those considering serving for the first time or a consecutive term must first review with the Supervising Administrator about the responsibilities of the position. If there is only one qualified volunteer, they will be selected by the Supervising Administrator. 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 division or area full- and part-time division or area members are eligible to vote. All Faculty Coordinator appointments are subject to review by the Vice President of Instruction.

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

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

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

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

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

4.7 PART-TIME PARITY

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

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

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 196, ENGL 1A, and ENGL 1Ax classes effective with the fall 2007-08 academic year (13.33 hours per week per 17.5-week semester).

- 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 for non-classroom unit members shall be calculated as follows:

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

4.8.1 Definition

"Flex Days" are negotiated days on which full-time instructional bargaining unit members are released from their assigned instructional duties but are required to perform other professional development activities.

4.8.1.1 Objective

Flex Days are intended 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 Supervising Administrator.

4.8.1.2 Requirements

Full-time instructional bargaining unit members must complete eleven (11) days or sixty-six (66) hours of flex activities per year: twelve (12) hours to attend two mandatory, scheduled flex days; and 54 hours to complete individual flex activities. The scheduled flex days will appear on the calendar as mandatory flex days, and the other hours will appear as flex days that are considered "floating," where activities can be completed at any time between July 1 and June 30 of the academic year.

4.8.2 Mandatory Flex Days

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

Part-time participation in scheduled flex day activities: Part-time bargaining unit members shall be encouraged to participate in scheduled flex day activities. Participation in scheduled flex days will qualify

part-time faculty for up to three (3) additional hours per scheduled flex day 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).

4.8.3 List of District's Pre-Approved Flex Activities

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

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

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. The list will be finalized by the Office of Instruction by the end of each spring term.

4.8.4 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 Supervising Administrator. The unit member must request approval in advance of commencing the activity. When a project is approved, the unit member will submit the Supervising Administrator's written approval with evidence of completing the flex activity.

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

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

Within ten (10) working days of receiving the appeal, the Proposed Appeal Committee shall meet to review, discuss, and render a decision. 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.

4.8.5 Tracking

The District will provide a form on which bargaining unit members will certify completion of 54 individual 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.

4.8.6 Exemptions

Full-time bargaining unit members may be exempt from the 54 hours of individual flex only in cases where the instructional hours are not reduced as a result of the flexible calendar because of hours mandated by outside agencies. Such full-time members must be able to provide documentation of this mandate to the District. All other courses that are part of full-time load are subject to the flex hours stated in this Article.

1
2 **4.8.7** Intellectual property with potential commercial value developed by bargaining unit members as a
3 result of flex activities will be treated in accordance with the stipulations of Article 15 of this contract
4 (Intellectual Property Rights).
5

6 **ARTICLE 5.0 – EVALUATION POLICY**

7

8 **5.1 INTRODUCTION**

9

10 In support of Shasta College's commitment to excellence in education, the District and faculty view the
11 evaluation process as an integral component to the continuous improvement of its instructional and
12 student services programs and services. The primary reason for evaluating faculty bargaining unit
13 members is to maintain a high level of professional competence. The District is a collaborative and
14 inclusive organization that strives for equity and equal opportunity, and all of those involved with the
15 evaluation process are responsible for helping to ensure that we continually improve the educational
16 experience and outcomes of the District's diverse student population.
17

18 Students can expect to work with faculty who are committed to continuous improvement and who are
19 supported in their efforts to improve. Through the evaluation process, bargaining unit members can
20 expect to receive feedback on where they are having success and where they can improve. Faculty are
21 at the heart of the student experience. It is through their ideas and collegial involvement that instructional
22 and supporting programs are developed, delivered, and improved. Excellence at Shasta College is
23 therefore dependent upon the quality of the faculty and upon their continued improvement.
24

25 Though evaluation is inherently a summative process, it should be viewed primarily as a process that
26 provides meaningful and constructive feedback for improvement. Evaluations will be conducted in a spirit
27 of constructively critical observation, mutual respect, and goodwill. Before the evaluation process begins,
28 the observer(s) shall make the assumptions noted below:
29

30 The bargaining unit member being evaluated:

- 31 A. Is a professional and will be treated with all the dignity implied in professionalism and with
32 respect to the tenets of Academic Freedom;
33 B. Has the capacity to correct any deficiencies which might be recognized;
34 C. Is committed to improvement as an ongoing process.
35

36 In compliance with Title 5, Section 53602, all evaluations will include consideration of an employee's
37 demonstrated proficiency or progress toward proficiency in diversity, equity, inclusion, and accessibility
38 (DEIA)-related competencies that support work with diverse communities.
39

40 **5.2 PROCEDURAL RIGHTS**

41

42 Except as provided in the Article, instructional evaluations and student feedback shall be conducted
43 using the agreed upon evaluation forms and tools. These will occur only in accordance with the
44 evaluation schedule and procedures set forth in Article 5.0, unless initiated by the Instructor of Record,
45 required by an external agency, or if an off-cycle evaluation becomes necessary. Any such evaluation or
46 solicitation in violation of this provision shall constitute a breach of this Agreement.
47

48 A bargaining unit member shall be entitled to the following procedural rights as part of any evaluation:
49

- 50 • Signed copies of all Summary Reports, Worksite Observations, and Performance Improvement
51 Plans.
52
53 • Access to all Student Opinion Surveys once grades have been submitted and the semester has

ended.

- Written notification of the observer's findings and recommendations.
- An opportunity to submit a written response within ten (10) business days to all Summary Reports, Worksite Observations, and Performance Improvement Plans.
- Written notification of unsatisfactory performance in any area of the evaluation, including a statement of the improvements necessary to achieve satisfactory performance.
- Assistance to improve performance, when necessary, through a Performance Improvement Plan.
- Upon request, representation by an available Association representative at any conference concerning an evaluation.
- The opportunity to bring concerns to a mentor (if one has been assigned), the Committee Chair, EPOC, Human Resources, or an Association representative if the bargaining unit member feels any evaluation committee member has been unprofessional in their approach to the evaluation.

5.3 DEFINITIONS

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

- A. "Probationary faculty": a bargaining unit member in the tenure track who is employed on the basis of a contract in accordance with the provisions of Education Code Sections 87604 through 87609. Probationary faculty are bargaining unit members commonly referred to as "tenure-track" or sometimes "contract" faculty.
- B. "Tenured faculty": 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). Tenured faculty are bargaining unit members commonly referred to as "regular" or "permanent" faculty.
- C. "Part-time faculty": a bargaining unit member employed in accordance with Education Code Section 87482.5.
- D. "Full-Time temporary faculty": a bargaining unit member employed in accordance with Education Code Sections 87470-87476, 87478, 87480-87482.5, and 87482.8.
- E. "Committee Chair": the person with primary responsibility for evaluating the unit member. Typically this is the supervising administrator. In the case of part-time faculty evaluations, a designee (such as a faculty chair) may be appointed to lead the evaluation.
- F. "Tenure Review Committee": a committee for probationary (contract or tenure-track) bargaining unit members. The composition and selection of Tenure Review Committees is described in Article 5.5.
- G. "Evaluation Committee": a committee for tenured, part-time, or full-time temporary bargaining unit members. The composition and selection of each Evaluation Committee is described in Articles 5.6-5.8.
- H. "Peer observer": any member of a Tenure Review or Evaluation Committee who conducts a Worksite Observation.

- I. "Evaluation Portfolio": the information gathered when required as part of the evaluation process. It will include the Summary Report, Worksite Observation reports, Student Opinion Surveys, a Professional Activities form, a Self-Appraisal form and comments from the bargaining unit member (if any are submitted). The Evaluation Portfolio shall become part of the Personnel File.
- J. "Personnel File": the formal, permanent file related to the person's employment. This file is maintained and stored by the Office of Human Resources and will become the repository for each Evaluation Portfolio.
- K. "Written" in this document implies written in any medium, including in a digital document.
- L. "Signing" in this document means any signature. Digital signatures are acceptable with all evaluation documents.
- M. "Mentor": a bargaining unit member assigned to provide confidential mentoring support for another bargaining unit who is undergoing the evaluation process. The mentor is not directly involved with the evaluation." The mentor facilitates the new, full-time, probationary faculty member in understanding the District's culture, mission, operations and expectations. The mentor also enhances the new employee's ability to make positive contributions to the District, the community, and student learning and success.

5.4 TRAINING AND TOOLS FOR THE EVALUATION OF BARGAINING UNIT MEMBERS

5.4.1 Evaluation Process Oversight Committee (EPOC)

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

EPOC is composed of the Vice President of Instruction, 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 Vice President of Instruction serves as the chair of EPOC. All EPOC members have full voting rights. The members appointed will serve four-year non- concurrent terms. No member will serve concurrently on a Tenure Review Committee. To the extent possible, every effort will be made to ensure a diverse EPOC membership (seeking whenever possible, for example, to have a membership that balances ethnicity, age/experience, gender, and approach to instruction/work).

5.4.2 Student Opinion Surveys

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

- A. Determine student response to the fulfillment of the stated objectives;
- B. Provide feedback that the bargaining unit members and observers will use to maintain an effective

and equitable program;

- C. Provide an official performance record for the bargaining unit member's confidential Evaluation Portfolio and Personnel File for use in the overall evaluation process.

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

- Student Opinion Surveys athletic trainer
- Student Opinion Surveys for counselor
- Student Opinion Surveys for instructor
- Student Opinion Surveys for librarian
- Student Opinion Surveys for online instructor
- Student Opinion Surveys for psychological counselor

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

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

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

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

5.4.3 Worksite Observations

Peer feedback will be collected through formal Worksite Observations. The objective of the Worksite Observations is to provide those being evaluated with collegial feedback on the effectiveness of their worksite performance, as well as areas for improvement. Worksite Observations also will help Tenure

1 Review and Evaluation Committees determine their recommendations.

2
3 Unique Worksite Observation Forms will be used for each faculty category:

- 4
- 5 • Worksite Observation Form for athletic trainer
- 6 • Worksite Observation Form for counselor
- 7 • Worksite Observation Form for in-person instructor
- 8 • Worksite Observation Form for librarian
- 9 • Worksite Observation Form for online instructor
- 10 • Worksite Observation Form for psychological counselor
- 11

12 Each unique Worksite Observation Form will use the guidelines developed by the Academic Senate. If
13 the Senate revises the guidelines, the Observation Form must be revised accordingly. The Faculty
14 Association and District shall rely primarily upon Academic Senate recommendations for development
15 and revisions of Worksite Observation forms. Worksite Observation forms are listed in the contract and
16 appear on the Office of Instruction and Human Resources intranet pages. Minor edits may be made at
17 any time to the documents on the sites. When changes are made affecting the content, the Faculty
18 Association and district shall mutually agree on the changes before any changes are made on the sites.

19
20 This is the process for completing a Worksite Observation:

- 21
- 22 A. The peer observer will schedule and hold a pre-observation meeting between the peer observer
23 and the bargaining unit member being observed. This meeting may take place in person, by
24 phone, or via email exchange. The person being observed may provide a lesson plan, an
25 overview of what course objectives or student learning outcomes they are trying to achieve in the
26 worksite observed, and/or other handouts in advance of the observation. In the case of an online
27 observation, the bargaining unit member being observed may provide an overview of the course
28 design.
- 29
- 30 B. It is strongly recommended that worksite observations for full-term instructional assignments take
31 place between Weeks 4-8 of the term and may take place as late as Week 10. Timelines for
32 observations of short-term instructional assignments will be adjusted to coincide with the middle
33 portion of the assignment. Non-instructional worksite observations may take place outside of this
34 timeframe so long as they do not disrupt the overall evaluation process. In the event a timeline
35 cannot be respected, a TRC or Evaluation Committee may request an extension from the
36 appropriate vice president.
- 37
- 38 C. The peer observer will conduct a Worksite Observation of at least 30 minutes, and this
39 observation may last 75 minutes in length for in-person observations. Online observations should
40 not exceed 120 minutes. The peer observer is encouraged to draft and refine the written
41 observation over several days.
- 42
- 43 D. The peer observer will schedule and hold a post-observation and signing conference between the
44 observer and the bargaining unit member being observed. This conference may take place in
45 person, by phone, or via email exchange. The conference must take place within seven (7)
46 business days of the observation taking place. If the conference is not held within seven (7)
47 working days of the observation, a new observation shall be conducted. During the conference,
48
- 49 1. The bargaining unit member being observed will read the observation report and may provide
50 verbal and written responses. The peer observer and bargaining unit member may mutually
51 agree to make changes to the Worksite Observation before the peer observer finalizes it.
- 52
- 53 2. Upon conclusion of the conference, the observation report shall be signed both by the
54 bargaining unit member and the peer observer. Signing the report does not necessarily

1 indicate that the evaluated unit member agrees with the report, but only that they have
2 received and read the report. The bargaining unit member shall have the opportunity to
3 present their own comments in writing within ten (10) business days on the substance of the
4 report. Any such comments shall be attached to the evaluation portfolio.
5

- 6 3. The bargaining unit member will receive a copy of the signed report, ideally during the post-
7 observation meeting or as soon as possible after this meeting.
8

- 9 E. After the conference, the peer observer will submit the signed observation report in a confidential
10 manner to the Committee Chair for inclusion in the evaluation portfolio. It will then be placed in the
11 Personnel File.
12

13 The following principles apply to Worksite Observations:
14

- 15 A. All Worksite Observations should provide formative feedback to help the bargaining unit member
16 being observed to identify strengths and weaknesses of worksite performance. Specific
17 suggestions for meaningful and constructive improvement of worksite performance shall be
18 included in the report.
19
20 B. The peer observer's conclusions should be based on the full context of the total observation.
21
22 C. Judgments of performance from the peer observer should refer to what is observed during the
23 Worksite Observation.
24
25 D. Peer observers should resist the urge to compare the methods of the person being evaluated with
26 their own methods; peer observers must recognize that the person being evaluated may have a
27 different, yet effective teaching style and philosophy of education.
28

29 All evaluation-related meetings will be scheduled with consideration for all participants' schedules and
30 needs.
31

32 **5.4.4 Self-Appraisal Form** 33

34 The purpose of the Self-Appraisal is to allow bargaining unit members to reflect upon and describe their
35 goals, strengths, and areas for growth for consideration by the Tenure Review or Evaluation Committee.
36 Observers may regard an honest Self-Appraisal as an opportunity to provide constructive feedback and
37 support. The Self-Appraisal may not be cited on the Summary Report as evidence of a failure to achieve
38 an evaluation goal.
39

40 All bargaining unit members completing a Self-Appraisal will use the approved Self-Appraisal Form. The
41 Self-Appraisal Forms are as follows:
42

- 43 • Self-Appraisal Form for instructional faculty
- 44 • Self-Appraisal Form for non-instructional faculty
45

46 The Self-Appraisal Form must be submitted to the Committee Chair prior to the preparation of the
47 Summary Report. The Faculty Association and District shall rely primarily upon Academic Senate
48 recommendations for development and revisions of Self-Appraisal forms. Self-Appraisal forms are listed
49 in the contract and appear on the Office of Instruction and Human Resources intranet pages. Minor edits
50 may be made at any time to the documents on the sites. When changes are made affecting the content,
51 the Faculty Association and district shall mutually agree on the changes before any changes are made on
52 the sites.
53

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

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

2 3 **5.4.5 Professional Activities Form**

4
5 The purpose of the Professional Activities Form is for full-time bargaining unit members to demonstrate
6 how they meet the instructional-related activities as indicated in Article 2.1.5, 2.1.6, and other Articles of
7 the collective bargaining agreement. Bargaining unit members are encouraged to regularly track
8 professional development activities, committee service, conference attendance, and other activities that
9 can help to form a complete picture of the faculty member's ongoing commitment to a continued high level
10 of professional competence.

11
12 The Professional Activities Form must be submitted to the Committee Chair prior to the preparation of the
13 Summary Report.

14
15 The Professional Activities Forms are as follows:

- 16
- 17 • Professional Activities Form for full-time instructional faculty
- 18 • Professional Activities Form for full-time non-instructional faculty
- 19

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

26 27 **5.4.6 Summary Report**

28
29 The Summary Report will summarize the findings of the Tenure Review or Evaluation Committee. Unique
30 Summary Report Forms will be used for each evaluation:

- 31
- 32 • Summary Report Form for probationary instructional faculty
- 33 • Summary Report Form for probationary non-instructional faculty
- 34 • Summary Report Form for tenured instructional faculty
- 35 • Summary Report Form for tenured non-instructional faculty
- 36 • Summary Report Form for part-time instructional faculty
- 37 • Summary Report Form for part-time non-instructional faculty
- 38 • Summary Report Form for full-time temporary instructional faculty
- 39 • Summary Report Form for full-time temporary non-instructional faculty
- 40

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

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

51
52 Summary Report Forms will be completed in accordance with the following timelines:
53

- 1 A. Probationary faculty: The Summary Report will be completed at the end of the fall term for each
2 fall term of the tenure process. The TRC may opt to conduct Worksite Observations in spring.
3
- 4 B. Tenured faculty: The Summary Report will be completed at the end of the term in which the
5 evaluation takes place (fall or spring). Tenured faculty will be evaluated at least every three (3)
6 years following receipt of tenured status. A Committee Chair completing multiple Summary
7 Reports for tenured faculty may mutually agree with the tenured bargaining unit member to
8 complete their 3-year evaluations in either the fall or spring semester of an academic year.
9
- 10 C. Part-time faculty: The Summary Report will be completed at the end of the term in which the
11 evaluation takes place (fall or spring). Part-time faculty will be evaluated within the first two
12 semesters of service to the District, once again within the next two semesters of service, and at
13 least every six (6) semesters of service thereafter.
14
- 15 D. Full-time temporary faculty: The Summary Report will be completed at the end of each fall term
16 for the first two years of service to the District. The Evaluation Committee may opt to conduct
17 Worksite Observations in spring in the first two years. After this initial evaluation period, the
18 Summary Report will then be completed at least every three (3) years thereafter.
19

20 Tenure Review and Evaluation Committees must have input on the final draft of all Summary Reports.
21 However, the Committee Chair may draft the Summary Report, or the Summary Report may be drafted by
22 the Tenure Review or Evaluation Committee. The Committee Chair will review the Summary Report with
23 the bargaining unit member being evaluated as specified below. The bargaining unit member shall have
24 the opportunity to present their own comments in writing within ten (10) business days on the substance
25 of the Report. Any comments will be attached to the Evaluation Portfolio for eventual placement in the
26 Personnel File. Signing the Report does not necessarily indicate that the evaluated unit member agrees
27 with the Report, but only that they have received and read the Report. The bargaining unit member will
28 receive a copy of the signed Report.
29

30 In the event the bargaining unit member refuses to sign or is negligent in signing the Summary Report (for
31 example, not acknowledging it was reviewed), the Committee Chair will document this and include the
32 documentation in the Evaluation Portfolio. The bargaining unit member will receive a copy of the Report
33 along with documentation that attempts were made to acquire a signature.
34

35 Evaluation-related meetings will be scheduled with consideration for all participants' schedules and
36 needs.
37

38 **5.4.7 Performance Improvement Plan** 39

40 The primary purpose of the Performance Improvement Plan is to provide guidance for the bargaining unit
41 member to improve in a given area or areas.
42

43 *Performance Improvement Plans for Part-Time Bargaining Unit Members:* 44

45 In the case of part-time bargaining unit members, if areas for improvement are identified in the course of
46 an evaluation, a Performance Improvement Plan may be developed as per Articles 16.3 and 5.7.7 and will
47 use the Part-Time Faculty Performance Improvement Plan.
48

49 *Performance Improvement Plans for Full-Time Bargaining Unit Members:* 50

51 In the case of full-time bargaining unit members, if areas for improvement are identified in the course of an
52 evaluation, a Performance Improvement Plan may be developed. The Dean will notify the bargaining unit
53 member prior to the evaluation meeting if a Performance Improvement Plan has been developed and the
54 bargaining unit member may request a Faculty Association representative attend the evaluation meeting.

1 The bargaining unit member must make this request to the Dean at least two business days before the
2 evaluation meeting.

3
4 Typically, the Performance Improvement Plan will be reviewed at the beginning of the next term and then
5 assessed at the end of that term, but other timelines are possible depending on the exact nature of the
6 area(s) for improvement. The Performance Improvement Plan is considered an off-cycle evaluation.
7 Additional Student Opinion Surveys may be issued as part of the Plan, and additional Worksite
8 Observations may be scheduled. When the Performance Improvement Plan is assessed, typically at the
9 end of the next term, one of three outcomes will occur:

- 10
11 A. It will be determined that the full-time bargaining unit member meets the desired outcomes and the
12 Performance Improvement Plan will be considered completed.
13
14 B. It will be determined that the full-time bargaining unit member does not meet and needs more time
15 to meet the desired outcomes. A follow-up Performance Improvement Plan will be developed
16 using the Performance Improvement Plan Form, and it will be assessed, typically at the end of
17 next term. Additional findings that emerge in the course of assessing any Performance
18 Improvement Plan may be appended to any Performance Improvement Plan and may lead to a
19 follow-up Performance Improvement Plan.
20
21 C. In the case of tenured bargaining unit members, if the outcomes of the Performance Improvement
22 Plan have not been met after the assessment of three (3) consecutive Performance Improvement
23 Plans, the full-time bargaining unit member may be subject to disciplinary action.
24

25 The bargaining unit member shall have the opportunity to present their own comments in writing within ten
26 (10) business days on the substance of the Plan or any follow-up reports to the Plan. Any comments will
27 be attached to the Evaluation Portfolio for eventual placement in the Personnel File. Signing the Plan or
28 any follow up reports on the Plan does not necessarily indicate that the evaluated unit member agrees
29 with the Plan or any follow up reports on the Plan, but only that they have received and read the Plan. The
30 bargaining unit member will receive a copy of the signed Plan or any follow-up reports on the Plan.
31

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

39 **5.4.8 Other Information**

40
41 The Committee Chair must observe the following guidelines regarding the use and content of Summary
42 Reports and other data gathered as part of the evaluation:
43

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

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

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

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

5.5 PROBATIONARY FACULTY EVALUATION PROCEDURES

Probationary faculty will begin the evaluation process during the first fall semester of service. If the member is hired and begins work during the spring semester, the probationary unit member may confer with members of the TRC, the assigned mentor, or others on issues related to worksite performance; worksite observations shall not take place until the subsequent fall semester. For these unit members, Student Surveys will be issued and the feedback provided once grades have been submitted, but the survey results will not be entered into the formal evaluation package and will be provided solely for the benefit of the unit member.

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

This is an approximate annual evaluation timeline for probationary bargaining unit members (see Appendix F):

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

<i>Weeks 4-8:</i>	Worksite observations conducted (if TRC opts to)
<i>Week 12:</i>	Student Opinion Surveys provided to TRC chair; these will be reviewed at the next fall's TRC meetings
<i>All spring</i>	Probationary unit member will confer with TRC, mentor, or others on issues related to worksite performance
<i>Summer Break</i>	Student Opinion Surveys provided to probationary unit member

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

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

5.5.1 Formation of the Tenure Review Committee (TRC)

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

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

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

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

5.5.2 Mentor

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

1 videoconferencing technology.

2 3 **5.5.3 First TRC Meeting**

4
5 The TRC must meet at the beginning of each fall semester of the evaluation process, no later than the
6 fourth week of the semester (subject to Academic Senate approval timeline) and prior to conducting any
7 observations. Prior to or at the beginning of each fall semester, the Committee Chair will schedule the first
8 meeting.

9
10 Instructional probationary bargaining unit members will provide each TRC member with all syllabi prior to
11 the first meeting. At any time during the evaluation process, the Committee may also request
12 assignments, exams, or other course materials, including examples of graded work, to evaluate the
13 integrity of the course and validate evaluation conclusions. The bargaining unit member shall provide any
14 requested items in a timely manner.

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

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

26
27 At each meeting, the bargaining unit member will be directed to their procedural rights, the Self-Appraisal
28 Form, and the Professional Activities Form. They will also be asked to review Article 5.

29 30 **5.5.4 Ordering the Student Opinion Surveys**

31
32 Student Opinion Surveys will be ordered by the Chair from the Research Office.

33
34 For instructional faculty, the Chair will provide the Research Office with instructor names, section
35 numbers, start dates, and modalities for all courses scheduled in the year in which the evaluation will take
36 place. For non-instructional faculty, the Chair will provide the Research Office with the name and faculty
37 type (i.e., counselor, athletic trainer, psychological counselor, librarian) to be surveyed. The Research
38 Office will administer the appropriate student opinion survey between Weeks 10 and 12 of the terms in
39 which the evaluation takes place. Survey results from both the fall and previous spring semester (if they
40 exist) will be made available to the Chair by Week 14 of the fall semester.

41
42 The Summary Report completed each fall will include feedback on Student Opinion Surveys from that fall
43 and the preceding spring term.

44 45 **5.5.5 Completion of the Self-Appraisal and Professional Activities Forms**

46
47 By Week 12 of the fall semester, the bargaining unit member will submit a completed Self-Appraisal Form
48 and a completed Professional Activities Form to the Committee Chair. Both forms should include
49 activities the unit member was involved in since the previous fall semester of service to the District.

50 51 **5.5.6 Worksite Observations**

52
53 Each member of the Evaluation Committee will complete at least one Worksite Observation in accordance
54 with Article 5.4.3 and complete the appropriate Worksite Observation Form. Additional observations may

be conducted at the discretion of the Evaluation Committee. Whenever possible:

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

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

5.5.7 Drafting of the Summary Report and Second TRC Meeting

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

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

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

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

5.5.8 Recommendation of the TRC

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

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

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

1 B. Enter into a contract for the following academic year (year 2).

2
3 For probationary bargaining unit members working under their second full-year contract, the TRC shall
4 elect one of the following alternatives:

5
6 A. Not enter into a contract for the following academic year.

7
8 B. Enter into a contract for the following two academic years (years 3 and 4).

9
10 For probationary bargaining unit members working under their third consecutive contract (covering years 3
11 and 4) entered into pursuant to Education Code Section 87608.5, in fall of year 4, the TRC shall elect one
12 of the following alternatives:

13
14 A. Employ the probationary employee as a tenured employee for all subsequent academic years.

15
16 B. Not employ the probationary employee as a tenured employee.

17
18 Every effort should be made to reach a consensus. If the TRC cannot reach consensus, the TRC may
19 forward separate recommendations (majority/minority or split decision) to the Evaluation Process
20 Oversight Committee (EPOC), with each member reflecting their written opinions when signing the
21 Summary Report. If separate recommendations are submitted, each will include a rationale for the
22 recommendation.

23 24 **5.5.9 Action by the Evaluation Process Oversight Committee (EPOC)**

25
26 EPOC is responsible for reviewing the evaluation portfolios and recommendations provided by individual
27 TRCs to ensure appropriate and consistent procedures have been followed by the TRC. EPOC's role and
28 composition are described in Article 5.4.1.

29
30 EPOC will review the documentation submitted by the TRC following completion of the fall semester
31 Summary Report. Review of the reports may include, but not be limited to, the following:

32
33 A. Were conclusions based on observations?

34
35 B. Do suggestions take into account the wide range of current acceptable educational practices?

36
37 C. Was the evaluation process for this bargaining unit member consistent with the processes
38 established in Article 5?

39
40 D. Were student outcomes considered?

41
42 For probationary unit members working under their first, second, or third contract as defined by Education
43 Code Sections 87608-87609, EPOC will review whether each TRC followed the evaluation procedures. It
44 may take the following actions:

45
46 A. Return the recommendation to the TRC with suggestions for further action, such as clarifications
47 or minor revisions.

48
49 B. Schedule additional meetings between the Chairs of EPOC and the TRC, EPOC and the TRC,
50 individual members of the TRC, and/or the probationary bargaining unit member to discuss any
51 concerns found during the evaluation process.

52
53 C. Request revisions or modifications of the TRC Committee's recommendation or procedures. This
54 may require TRC meetings beyond the second TRC meeting.

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

5.5.10 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 TRCs.

5.5.11 Appeal to EPOC

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

5.5.12 Appeal to Arbitration

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

5.5.13 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.

5.5.14 Subsequent Actions

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

5.6 TENURED FACULTY EVALUATION PROCEDURES

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

This is an approximate timeline for tenured bargaining unit members:

Fall or Spring Semester	Tasks:
------------------------------------	---------------

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

5.6.1 Preparing for the Evaluation

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

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

5.6.2 Ordering the Student Opinion Surveys

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

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

5.6.3 Formation of the Evaluation Committee

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

5.6.4 Completion of the Self-Appraisal and Professional Activities Forms

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

5.6.5 Worksite Observations

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

Whenever possible,

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

5.6.6 Summary Report and Evaluation Review Meeting

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

5.6.7 Subsequent Actions

The entire Evaluation Portfolio, including comments from the bargaining unit member (if any are submitted), will be submitted to the appropriate vice president for review. The vice president may provide additional feedback to either the bargaining unit member or the Committee Chair. The vice president will

submit the entire Evaluation Portfolio to the Office of Human Resources for inclusion in the bargaining unit member's Personnel File. In the event it is determined the unit member is required to improve performance, the Committee Chair will develop a Performance Improvement Plan following the guidelines in Article 5.4.7.

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

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

5.7 PART-TIME FACULTY EVALUATION PROCEDURES

Part-time bargaining unit members will be evaluated within the first two semesters of service to the District, once again within the next two semesters of service, and at least every six (6) semesters of service thereafter. The unit member, at the discretion of the supervising administrator, may be evaluated just once within the first two semesters of service and then at least every six (6) semesters of service thereafter (see Appendix F).

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

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

5.7.1 Preparing for the Evaluation and Formation of the Evaluation Committee

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

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

The Evaluation Committee will include one peer observer selected by the Committee Chair. If the unit member has legitimate concerns about the selected peer observer's ability to conduct an unbiased evaluation, they may submit a written request for review to the appropriate vice president within three (3) business days of being notified by the Committee Chair. The vice president will review the unit member's concerns and either confirm the selected peer observer or appoint a different peer observer, in consultation with the Faculty Association leadership.

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

5.7.2 Part-Time Faculty Mentor

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

5.7.3 Ordering the Student Opinion Surveys

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

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

5.7.4 Completion of the Self-Appraisal

By Week 14 of the semester, the part-time bargaining unit member has the option to submit a completed Self-Appraisal Form to the Committee Chair. The Professional Development form is optional for part-time

1 faculty, but if it is submitted, it should include professional development activities the unit member was
2 involved in since the time of their last evaluation.

3 4 **5.7.5 Worksite Observations**

5
6 The faculty peer observer will complete at least one Worksite Observation in accordance with Article
7 5.4.3 and complete the appropriate Worksite Observation Form. Additional observations by the faculty
8 peer observer or the Committee Chair may be conducted at the discretion of the Evaluation Committee
9 members. Whenever possible,

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

17
18 The part-time bargaining unit member being evaluated may request or the Committee Chair may require
19 a second observation by a different peer observer. The Committee Chair shall select the second
20 observer. The unit member may address any concerns with the selected observer following the
21 procedure described in Article 5.7.1.

22 23 **5.7.6 Summary Report and Evaluation Review Meeting**

24
25 The Committee Chair will review the Student Opinion Surveys, Self-Appraisal (if one was submitted), and
26 Worksite Observations and will draft the Summary Report. The report will be based upon observable
27 results as evidenced in the observations, student evaluations, and procedural and professional
28 responsibilities as detailed in the appropriate Summary Report Form. The Committee Chair will then
29 present the part-time bargaining unit member being evaluated with the draft Summary Report. When
30 possible, this will occur at the end of the semester in which the evaluation takes place or within the first
31 three weeks of the following semester. Either the Committee Chair or the part-time bargaining unit
32 member may request to meet to review the Summary Report.

33
34 The Report will be signed both by the regular bargaining unit member and the Committee Chair. The part-
35 time bargaining unit member shall have the opportunity to present their own comments in writing within
36 ten (10) business days of receiving the written Report on the substance of the Report. Any comments
37 received will be attached to the Evaluation Portfolio for eventual placement in the Personnel File. Signing
38 the Report does not necessarily indicate that the evaluated bargaining unit member agrees with the
39 Report, but only that they have received and read the Report. The part-time bargaining unit member will
40 receive a copy of the signed Report.

41 42 **5.7.7 Subsequent Actions**

43
44 The entire Evaluation Portfolio, including comments from the bargaining unit member (if any are
45 submitted), will be submitted to the appropriate vice president for review. The vice president may provide
46 additional feedback to either the part-time bargaining unit member or the Committee Chair. The vice
47 president will submit the entire Evaluation Portfolio to the Office of Human Resources for inclusion in the
48 bargaining unit member's Personnel File.

49
50 A Summary Report which has identified areas as "needs improvement" or "does not meet" may require a
51 Performance Improvement Plan as described in Article 16.3. In the event it is determined the unit
52 member must complete a Performance Improvement Plan, the Committee Chair will develop a
53 remediation plan following the guidelines. The Performance Improvement Plan should take place within
54 two semesters of the initial evaluation but may be extended based on the availability of courses and the
55 member's availability to be assigned courses.

5.7.8 Classes Less Than Six (6) Weeks in Length

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

5.8 FULL-TIME TEMPORARY FACULTY EVALUATION PROCEDURES

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

This is an approximate evaluation timeline for full-time temporary bargaining unit members (see Appendix F):

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

Subsequent Evaluations	Tasks:
<i>Every six semesters</i>	One evaluation will take place every six semesters beyond the first evaluation sequence

5.8.1 Formation of the Evaluation Committee

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

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

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

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

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

5.8.2 Mentor

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

5.8.3 First committee meeting

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

Instructional full-time temporary bargaining unit members will provide each Evaluation Committee

member with all syllabi prior to the first meeting. At any time during the evaluation process, the committee may also request assignments, exams, or other course materials, including examples of graded work, to evaluate the integrity of the course and validate evaluation conclusions.

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

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

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

5.8.4 Ordering the Student Opinion Surveys

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

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

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

5.8.5 Completion of the Self-Appraisal and Professional Activities Forms

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

5.8.6 Worksite Observations

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

Whenever possible,

- A. Observers will observe different class sections, courses, or worksite situations.
- B. Worksite observations will typically be conducted for instructional assignments, in Weeks 4-8, and they may be performed as late as Week 10. Observations of non-instructional assignments may be conducted outside this timeframe so long as they do not disrupt the other timelines in this process.
- C. Observations by the Committee Chair and peer observers will be conducted in different weeks.

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

5.8.7 Drafting of the Summary Report

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

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

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

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

5.8.8 Subsequent Actions

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

5.8.9 Subsequent Evaluations

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

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

5.9 GRIEVABILITY

The evaluation procedure for bargaining 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.

5.10 PERSONNEL FILES

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

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

ARTICLE 6.0 – LEAVES

6.1 INTRODUCTION

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

6.1.2 Definitions

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

6.1.2.1 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, stepparents, aunt, uncle, grandmother, grandfather, grandchild; son-in-law, daughter-in-law, stepchild, 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, stepparents, aunt, uncle, grandmother, grandfather, grandchild; son-in-law, daughter-in-law, stepchild, brother-in-law, or sister-in-law; and,
- C. Any significant other or relative living in the bargaining unit member's immediate household.

6.1.2.2 Paid Leave: Any leave for 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.

6.1.2.3 Days As used in this article, days refers to contract days.

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 academic positions, 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 they are entitled by law. (Education Code, Section 87764.)

6.2.1. Short-Term Leaves

6.2.1.1 Personal Illness and Injury

A. Sick Leave Accrual

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

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

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

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

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

- 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 must notify the division office of any absences at the earliest opportunity so that students can be notified.
- E. In-person or synchronous online instruction may not be replaced by asynchronous online instruction in case of an absence.
- F. Absences of longer than two days in an in-person or synchronous online course generally mean a substitute should be employed. In such cases, whenever possible, the bargaining unit member will assist the supervising administrator in finding an appropriate substitute from among the District's academic employees. The District will pay for any substitutes employed in such situations. Substitutes will be paid on their respective range and step of the part-time salary schedule.
- G. 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.
- H. If the absence exceeds five (5) contract days, the bargaining unit member shall provide the Office of Human Resources with a certification by a health care provider that verifies the employee's inability to work and provides a release to return to duty, with or without restrictions.
- I. 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. Bargaining unit members who teach synchronous online courses, will be charged the same as bargaining unit members who teach in-person.

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

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

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

- K. 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.
- L. 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.
- M. 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.

6.2.1.2 Personal Necessity

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

- A. Death or serious illness of a member of his immediate family;
- B. Accident, involving his person or property, or the person or property of a member of his immediate family.
- C. Emergencies related to the faculty member's home or to their immediate family members;

- D. Appointments for the purpose of conducting personal legal affairs or financial transactions that cannot be conducted outside of working hours;
- E. Observance of a major religious holiday of the employee's faith;
- F. Attendance at a funeral service not specified in Article 6.2.1.4;
- G. Natural disasters that prevent a faculty member from meeting all or part of their assigned duties;
- H. Attendance at significant family events.

6.2.1.3 Absences

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

6.2.1.4 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. The leave must be completed within 3 months of the date of death. The days of bereavement leave do not have to be taken consecutively. 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.

6.2.1.5 Witness and Jury Duty

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

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

Members who request a leave in order to be a compensated expert witness during duty hours must be approved by the appropriate Vice President, upon the recommendation of the supervising 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. The bargaining unit member meets their weekly contractual 35-hour per week obligation.
- C. The bargaining unit member's absence does not adversely affect students or division operations.

6.2.1.6 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.

6.2.1.7 Professional Development Leaves

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

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

6.2.1.8 Involuntary Leave

The District has a legal obligation to ensure that the instructional hours for each class section meet or exceed the minimum contract-hour requirements established by the California Community Colleges Chancellor's Office once course instruction has begun. The District retains the right and authority to reassign or remove a bargaining unit member from a class when it becomes necessary to protect student learning.

Synchronous Class Meetings

When an instructional faculty member is absent for more than two (2) consecutive scheduled class meetings, the member shall work with the supervising administrator to arrange appropriate coverage for all additional missed class meetings beyond the second.

Asynchronous Class Meetings

When an instructional faculty member is absent from an online class for more than one (1) instructional week, the member shall work with the supervising administrator to arrange appropriate coverage for all additional missed class meetings beyond the first week.

Mixed Synchronous/Asynchronous Class Meetings

1 When an instructional faculty member is absent from a hybrid class for more that two (2) consecutive
2 scheduled class meetings or (1) one online instructional week, the member shall work with the
3 supervising administrator to arrange appropriate coverage for all additional missed class meetings
4 beyond the second class or first week as applicable.

5
6 Failure to arrange coverage as described above may result in a temporary reassignment of the class for
7 the remainder of the term, following consultation with the bargaining unit member and the Faculty
8 Association.

9
10 Once involuntary leave is in place, the District may open an off-cycle evaluation, which could include the
11 development of a Performance Improvement Plan (Article 5.4.7).

12
13 The District's right to place employees on involuntary leave under this paragraph are in addition to the
14 rights and obligations the District has under Education Code section 87623.

15 16 **6.2.2 Long-Term Leaves**

17 18 **6.2.2.1 Sabbatical Leave**

19
20 Under the provisions of the California Education Code, Sections 87767-87775, the Board may grant any
21 tenured bargaining unit member a leave of absence of a half or full academic year for projects or study
22 that will benefit faculty, the District, and the students. For bargaining unit members on a 175-day contract,
23 a half-year sabbatical will typically include one full semester (fall or spring), and a full year sabbatical will
24 include two semesters. For bargaining unit members on a 195-day contract, a half-year sabbatical will
25 typically include one full semester (fall or spring), plus ten additional days, and a full year sabbatical will
26 include two semesters, plus twenty additional days.

27
28 Subject to available funding, at least two half or one full-year sabbaticals will be granted every year if
29 there are applicants whose projects are deemed qualified as determined by the following criteria and
30 processes.

31 32 **A. Purpose of Sabbatical Leave:**

33
34 The purpose of sabbatical leaves is to provide the opportunity for bargaining unit members to
35 improve those professional skills which will benefit student learning and success. In addition,
36 sabbaticals provide an opportunity for bargaining unit members to participate in activities away
37 from the District that will renew and revitalize the unit members' contribution to the students and
38 the District. Sabbaticals should be directly tied to the District's Mission, Vision, Strategic Plan,
39 vision, and identified needs from program reviews.

40 41 **B. Eligibility:**

42
43 Tenured bargaining unit members are eligible to apply for either a half year or full academic year
44 sabbatical after completion of six (6) consecutive years of full-time academic service to the
45 District. Applicants may apply in fall of the sixth year. A one- year sabbatical may be split over
46 two non-consecutive half years, but the entire sabbatical must be completed within three (3) years.
47 The bargaining unit member shall be employed at least half time during a particular year in order
48 for that year to qualify as one of the six consecutive years of academic service. Part-time service
49 may count toward the six years after achieving tenure status. Part-time service to the District and
50 service as a full-time temporary faculty may count toward the six years after achieving tenure
51 status.

52
53 Since only one sabbatical leave may be granted in each six-year period, bargaining unit members
54 are ineligible to apply for an additional sabbatical until the sixth year after returning from a prior
55 sabbatical leave.

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

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

C. Compensation:

Bargaining unit members granted a sabbatical leave for one half year 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).

Bargaining unit members granted a sabbatical leave for a period of one 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). This also applies if the sabbatical is granted for two half years within three (3) years of service.

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

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

D. Types of Sabbaticals:

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

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

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

E. The Sabbatical Evaluation Team:

The Sabbatical Evaluation Team (SET) is a standing, autonomous workgroup that provides

1 training on the sabbatical application and reporting process, makes recommendations on
2 sabbatical application and reporting tools and criteria for application evaluation, and reviews and
3 evaluates all sabbatical applications and completed projects. The SET consists of six (6)
4 members. Three (3) members are appointed by the Superintendent/President and must include
5 the Vice President of Instruction. Three (3) members are appointed by the Executive Board of the
6 Association in consultation with the Academic Senate. The Vice President of Instruction will serve
7 as committee chair. A designee may serve in place of the Vice President of Instruction if there are
8 extenuating circumstances. When possible, team appointees will serve for three (3) years and
9 terms may be renewed beyond that. Terms of members should be staggered to ensure continuity
10 on the team.

11 12 F. Criteria for Evaluating Sabbatical Applications:

13
14 Sabbatical Leave applications shall be evaluated not only in terms of professional value to the
15 applicant, but in terms of what the applicant may contribute following their return to the District.
16 Other criteria include, but are not limited, to the following:

- 17
- 18 • Feasibility of the project.
- 19 • Alignment with the District mission, vision, Strategic Plan goals, and identified needs from
- 20 program reviews.
- 21 • The applicant's professional activities beyond the primary work assignment.
- 22 • The number of previous sabbaticals taken.
- 23

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

28 29 G. Examples of Sabbatical Projects:

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

- 31
32 1. Coursework within one's discipline: 6-9+ units (or the equivalent) per half year in one's area to
33 enhance one's teaching skills or to build capacity to teach a new course or develop a new
34 program. May be done in combination with course or program redesign or creation.
35
36 • Benefits to District: Improvement of teaching; currency and fresh ideas on course and
37 program design.
- 38
39 2. Coursework in another faculty service area: 6-9+ units (or the equivalent) per half year in a
40 different discipline for the purpose of retraining. May be useful where the District has a need in
41 an area and/or enrollments in one's area are declining.
42
43 • Benefits to District: Better capacity to address enrollment trends; greater flexibility in
44 faculty assignments.
- 45
46 3. Travel or research to improve work effectiveness or program design related to one's primary
47 assignment; may include visits to other institutions to learn new curriculum or best practices in
48 student engagement.
49
50 • Benefits to District: Improvement of teaching; improvement in course and program design.
- 51
52 4. Travel or research to improve District processes or practices may include visits to other
53 institutions to learn how others handle similar processes or tasks, how they are organized, or
54

1 how they function.

- 2
- 3 • Benefits to District: Improved processes; fresh ideas on addressing common challenges.

4

5 5. To work in one's field of expertise to acquire new techniques, knowledge, and/or materials

6 consistent with current industrial, business, and/or professional practices.

- 7
- 8 • Benefits to District: Added currency to primary work assignment; networking with
 - 9 employers and colleagues in industry or at other institutions.

10

11 Examples of successful sabbatical applications will be posted on the Sabbatical Evaluation Team

12 (SET) website.

13

14 H. Application Timeline and Process

15 Timeline of the application process:

16

17 *By September 1:* SET provides training to prospective applicants. Prospective applicants are

18 encouraged to discuss proposed sabbatical project with the supervising

19 administrator.

20

21 *By October 1:* Full sabbatical application is due to the SET.

22

23 *By November 1:* SET ranks the applications and makes recommendations to the

24 Superintendent/President.

25

26 *November/December*

27 *Board meeting:* Superintendent/President makes recommendations to the Board of

28 Trustees.

29

30 *December/January*

31 *Board meeting:* Board of Trustees makes decision on granting sabbaticals.

32

33 *By February 15:* Applicants receive written notification of outcome of sabbatical requests.

34

35 *July 1 or after:* Sabbaticals must begin within the subsequent academic year.

36

37 Application and selection process:

38

39 *SET training by September 1:* The SET will provide training to prospective applicants. Prospective

40 applicants are encouraged to discuss proposed sabbatical project with the supervising

41 administrator. Training may be offered in the spring of the previous year. Every effort will be made

42 to make the training available to prospective applicants before they apply.

43

44 *Full sabbatical application submitted by October 1:* Sabbatical applicants will submit the full,

45 completed sabbatical application to the SET. Application materials are found online on the

46 intranet. The sabbatical application (Appendix E-1) includes a Sabbatical Leave of Absence

47 which sets forth conditions of the leave and service requirements upon return. Failure to meet this

48 service requirement will require the sabbatical recipient to reimburse the District for compensation

49 and benefits received during the sabbatical period.

50

51 *SET ranks the applications by November 1:* The SET will use the rubric in Appendix E-2 to

52 evaluate and rank the applications and make recommendations. The ranked list and

53 recommendations will be sent to the Superintendent/President. A recommendation that the Board

54 approve a sabbatical will be based on whether it meets the criteria established in this article.

55

Changes to the rubric may be proposed by the District, the Association, SET, or the Academic Senate. All changes must be agreed upon by both the District and the Association. No changes may be made during the application and selection period for sabbaticals.

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

1. Recommendations of the SET.
2. Impact of the proposed sabbatical(s) on the District budget and operations.
3. Overall distribution of leaves among departments and divisions.
4. Impact on curriculum, programs, and operation of departments/divisions should a sabbatical leave be granted.

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

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

Board of Trustees decision at December/January Board meeting: The Board will formally vote on the SLC's recommendations on granting sabbaticals. 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. Execution of the Sabbatical and Change in Scope of the Project

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

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

J. Return from Sabbatical and Report of Results

Timelines upon return from sabbatical:

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

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

Reports on the results of sabbaticals enable the District to gauge the value of different sabbaticals and provide feedback to those interested in applying for sabbaticals in the future. Within one

hundred and twenty (120) calendar days following return from leave, the recipient of the sabbatical leave shall submit to the SET a concise, 3-5 page written report of the results of the leave. This report shall include:

1. Account of activities during the leave. These should include any travel itineraries, institutions and locations visited, meeting dates, names, and titles of persons with whom there was extensive consultation or collaboration, dates of any formal lectures delivered.
2. Statement of outcomes as proposed in the application.
3. Appraisal of the relationship between the results anticipated and those actually achieved.
4. Statement of future activity related to the project, including plans for completion of the project and new methodology, course design, or curriculum.
5. Documentation related to the sabbatical should be appended to the written report, such as official transcripts or certificates of achievement.

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

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

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

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

K. Benefits while on Sabbatical

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 they continue to pay any required out-of-pocket insurance premiums. The College District shall pay the same insurance premiums for the bargaining unit member on leave as is paid for all other bargaining unit members.

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).

L. Accident or Illness while on Sabbatical:

Interruption of the program of study or research caused by serious accident or illness during a sabbatical leave, 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

1 leave, the Superintendent/President must be promptly notified of the accident or illness with
2 appropriate documentation of the medical condition of the unit member. Notice shall be by
3 registered letter mailed within fifteen (15) days of the accident or illness. Any interruption due to
4 illness beyond thirty (30) days during the half year leave, or sixty (60) days during the year leave
5 may result in the termination of the sabbatical leave at the discretion of the Board upon
6 recommendation of the Superintendent/President, if the conditions upon which the leave was
7 granted are unlikely to be met.

8 9 M. Return to Service after Sabbatical:

10
11 At the expiration of the sabbatical leave of absence the bargaining unit member shall, unless otherwise
12 agreed, be reinstated in a position equivalent in duties to the position held at the time of the granting of
13 the leave.

14 15 **6.2.2.2 Retraining**

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

24 25 **6.2.2.3 Exchange Programs**

26
27 Bargaining unit members are encouraged to participate in exchange programs, subject to administrative
28 approval, which will benefit both the College and the bargaining unit member concerned.

29
30 Any bargaining unit member of the District on leave to participate in exchange assignments shall receive
31 regular District compensation for that period of employment. In programs where no exchange teacher is
32 involved, the bargaining unit member shall receive compensation for that period of employment a sum
33 equal to the difference, if any, between the regular salary and that paid to a replacement during the time
34 of leave.

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

44 45 **6.2.2.4 Pregnancy Disability Leave**

46
47 In accordance with Education Code Sections 87781 and 87766, bargaining unit members shall be entitled
48 to use sick leave when required to be absent from duties because of pregnancy, miscarriage, childbirth,
49 and recovery therefrom. The length of the leave of absence, including the date on which the leave shall
50 commence and the date on which the bargaining unit member shall resume duties shall be determined by
51 the employee and the employee's physician. All provisions of the Personal Illness and Injury Leave (sick
52 leave) shall pertain to Pregnancy Disability Leave and the unit member is entitled to request additional
53 leave as may be applicable under the Family Medical Leave Act and California Pregnancy Leave Act.
54 When bargaining unit members are unable to work due to a pregnancy-related disability, they shall be
55 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 Article 6.2.1.1.k.

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

Participation in this program is voluntary. Part-time bargaining unit members who choose to participate do so 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 of sick leave per academic year.
- B. Part-time bargaining unit members may donate up to one (1 day) of sick leave per academic year.
- C. Full-time bargaining unit members may receive up to 165 days of donated sick leave.
- D. Part-time bargaining unit members may receive up to 82.5 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. The minimum sick leave increment part-time bargaining unit members may donate or receive shall be a half day.
- F. Sick leave donations under this article shall be reported on a form to be developed by the District.
- G. When a bargaining unit member is in need of catastrophic leave, the District shall solicit donations from full and part-time faculty. The recipient of catastrophic leave shall remain confidential, as well as the recipient's circumstances. Unit members receiving this benefit may choose to identify themselves to their peers without violating the confidentiality aspect of this article.
- H. Sick leave donations are irrevocable; however, sick leave credits which are not used by a recipient shall be returned to the donors in the order in which they were received.
- 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.

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

6.2.3.4 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.

6.2.3.5 This Article 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.

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.

ARTICLE 7.0 – WAGES AND BENEFITS

7.1 BENEFITS

7.1.1 INSURANCE COVERAGE

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.

7.1.1.1 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.

7.1.1.2 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.

7.1.1.3 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.

1
2 **7.1.1.4** In the event the District receives a cash dividend or rebate for medical, dental, or vision coverage
3 premiums paid on behalf of unit members, it shall notify, for informational purposes only, the Association
4 of the aggregate amount of the dividend or rebate and the amount per unit member.
5

6 **7.1.1.5** If a unit member dies while eligible for medical, dental, and vision coverage, the District shall
7 continue to provide such coverage for dependents for six months after the death of the unit member. The
8 surviving spouse will have an option of purchasing the medical, dental, and vision coverage for five years
9 or until they reach the age of 65, subject to carrier acceptance.
10

11 **7.1.1.6** When a unit member terminates employment due to disability and has qualified for disability under
12 STRS guidelines, they may purchase the unit's insurance coverage by making payment to the District.
13 This provision is contingent upon the insurance carrier allowing for said purchase.
14

15 **7.1.1.7** The District shall, upon request of the requisite number of eligible part-time bargaining unit
16 members, make such arrangements as may be necessary, for eligible bargaining unit members to
17 purchase group medical benefits directly through the Shasta-Trinity Schools Insurance Group JPA.
18

19 **7.1.1.8** The District shall provide full-time bargaining unit members with a group term life and accidental
20 death and dismemberment insurance policy valued at \$50,000, subject to the terms and conditions
21 imposed by the underwriter.
22

23 **7.1.2 Health Benefits for Retirees**

24

25 **7.1.2.1** The District shall pay the full insurance premium of bargaining unit members and their dependents
26 for those bargaining unit members who retire during the term of the contract, providing that the bargaining
27 unit member has attained the age of fifty-five (55) and has rendered the equivalent of fifteen (15) years of
28 full-time service to the District, during which time the unit member has been covered by District paid
29 health insurance, as follows:
30

31 **Group Health as Provided to Active Bargaining Unit Members**

32

33 **7.1.2.2** For employees hired after September 1, 1989, and before July 1, 2001, the District shall contribute
34 a maximum of \$847 for a regular full-time employee's health insurance for a unit member at the time of
35 the employee's retirement. These payments are limited to employees who have reached the age of fifty-
36 five (55) and who have rendered the equivalent of fifteen (15) or more years of full-time service to the
37 District, during which time they have been covered by District paid health insurance. The District
38 contribution shall remain in effect until the unit member reaches age sixty-five (65) or becomes eligible to
39 enroll in the Medicare program. The District shall then contribute the premium necessary to provide
40 Medicare supplemental health insurance coverage for the unit member.
41

42 **7.1.2.3** For employees hired after July 1, 2001, the District will contribute up to \$500 per month for health
43 insurance at the time of the employee's retirement, provided that the bargaining unit member has attained
44 the age of fifty-five (55) and has rendered the equivalent of fifteen (15) years or more of full-time service
45 to the District, during which time they have been covered by District paid health insurance. Benefits are
46 payable for the lesser of ten (10) years, Medicare eligibility, or the death of the unit member. If a unit
47 member dies while eligible for medical, dental, and vision coverage, the District shall continue to provide
48 such coverage for eligible dependents for six (6) months after the death of the unit member.
49

50 **7.1.3 Payroll Deductions**

51

52 The District shall provide payroll deduction service for bargaining unit members for tax sheltered
53 annuities, credit unions, and life insurance.
54

55 **7.1.3.1** The District shall provide for direct deposit of bargaining unit member's payroll checks by

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

5
6 **7.1.3.2** The District will establish an Internal Revenue Code Section 125 flexible spending account plan
7 which allows employees to set aside pre-tax funds for employee-paid health insurance premiums,
8 deductibles, and other non-covered medical expenses, including orthodontia, as well as childcare and
9 elder care. Individual unit members may upgrade to Plan A or Plan A1 at their own expense with pre-tax
10 dollars as permitted by the 125 Plan.

11 12 **7.1.4 Reduced Workload Program**

13
14 Regular bargaining unit members shall have the option to take a reduction in their workload from full-time
15 to part-time and have their retirement benefits based on full-time employment.

16
17 In order to qualify for this program, the bargaining unit member shall have ten years of prior full-time
18 service in the District immediately preceding the workload reduction. The bargaining unit member shall
19 also have attained the age of 55 prior to the beginning of the school year or term in which the workload
20 reduction begins. It shall be the bargaining unit member's responsibility to initiate the request for reduced
21 workload.

22
23 The agreement or contract for reduced service shall be executed by the bargaining unit member and the
24 District, in writing, prior to the period of reduced service at the beginning of the school year. The
25 agreement can be revoked only with the mutual consent of the bargaining unit member and the District.
26 Application for reduced service must be made by March 15 of the year preceding the implementation of
27 the reduced load. Exceptions may be made by the Board.

28
29 **7.1.4.1** The minimum part-time employment shall be the equivalent of one-half of the number of days of
30 service required by the bargaining unit member's contract of employment during his or her final year of
31 service in a full-time position. Minimum salary paid shall be equal to no less than one-half time service.

32
33 **7.1.4.2** Reduced service may be on a daily schedule or full time for at least one-half year upon mutual
34 consent of both parties. The bargaining unit member shall be paid a salary which is the pro rata share of
35 the salary they would be earning had they not elected to exercise the option of part-time employment.
36 They shall retain all other rights and benefits for which they or the District make the payments, including
37 those as provided in Section 53201 of the Government Code, that would be required if they remained in
38 full-time employment.

39
40 **7.1.4.3** No bargaining unit member electing membership in the Public Employees Retirement System
41 (PERS) shall participate in part-time service after attaining the age of 70. Any such bargaining unit
42 member in the program who reaches 70 during the school year may continue their reduced service for the
43 balance of that year. This age limit does not apply to bargaining unit members participating in the State
44 Teachers' Retirement System (STRS).

45
46 **7.1.4.4** The bargaining unit member and the District agree to submit contributions to the State Teachers'
47 Retirement System or Public Employees Retirement System based on the compensation which would be
48 earned for full-time employment.

49
50 **7.1.4.5** Full retirement credit is not earned until the end of the full school term or full school year.
51 Bargaining unit members who terminate prior to these concluding periods will receive retirement credit
52 based on the salary actually paid in the proportion that it relates to the annual salary that would have been
53 paid had the employment continued.

54
55 **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 participation in the reduced workload program shall not exceed ten (10) years for STRS members and five (5) years for PERS members.

7.2 WAGES

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

7.2.1 Salary Classification Determination, Placement, and Advancement

7.2.1.1 Initial Classification Determination

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

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

7.2.1.2 Initial Classification Placement

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

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

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

7.2.1.3 Salary Classification Table

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

	WHEN HIRED	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
Group B-1:	< 60 sem. units	< 30 sem. units	> 30+ sem. units	• Associate Degree	• Associate Degree with 90+ sem. units	• Bachelor's Degree

Group B-2:	• 60+ sem. units < Bachelor's Degree	• 60 units <i>BUT</i> • Associate degree not awarded	• Associate Degree	• Associate Degree with 90+ sem. units	• Bachelor's Degree	• Bachelor's Degree <i>AND</i> • 24 + sem. units beyond Bachelor's Degree Awarded Date
Group B-3:	• Bachelor's Degree	• N/A	• Bachelor's Degree	• Bachelor's Degree <i>AND</i> • 16-31 sem. units beyond Bachelor's Degree Awarded Date	• Bachelor's Degree <i>AND</i> • 32-47 sem. units beyond Bachelor's Degree Awarded Date	• Bachelor's Degree <i>AND</i> • 48+ sem. units beyond Bachelor's Degree Awarded Date

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

7.2.1.4 Initial Step Placement

Instructional Bargaining Unit Members:

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

Prior teaching experience in an accredited elementary, middle school, high school, college, or university will be considered as 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 full responsibility for the overall 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.

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

Non-Instructional Bargaining Unit Members:

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

Each year of full-time experience related to the assignment equates to one step on the salary schedule. For the purpose of this article, year is to be defined as "academic year." Prior experience in an accredited elementary, middle school, high school, college, or university that is directly related to the assignment will be considered as qualifying prior experience.

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

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

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

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

7.2.2 Salary Advancement

Definitions

Automatic Step Advancement

Automatic Step Advancement allows bargaining unit members to move vertically down the salary schedule, by one step for each year of full-time service, until they reach Step 13. This is addressed in Article 7.2.2.2.

Class Advancement

Class Advancement allows bargaining unit members who have completed additional courses from an accredited college or university to move horizontally across the salary schedule once they have been hired by the District and once they have received their initial placement. They are addressed in Article 7.2.3.

Step Advancement Activities

Step Advancement Activities are required for all full-time bargaining unit members who wish to earn additional longevity steps on the salary schedule. They allow bargaining unit members to move vertically down the salary schedule once they have reached Step 13. They are addressed in Article 7.2.2.3 and 7.2.2.4.

7.2.2.1 Class Advancement

For Class Advancement on the Faculty Salary Schedule once employed, lower division, upper vision, graduate level or extension college courses must be approved 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 Group B 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.

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

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 Article. 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, they 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 of completion using the Class Advancement completion form found on the Human Resources intranet (including official transcripts) must be submitted 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, the appropriate vice president, and Human Resources and completed prior to the term for which the units will be counted. Copies of official transcripts must be submitted to 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.

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

Objective of Class Advancement

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

7.2.2.2 Automatic Step Advancement

Once employed, full-time bargaining unit members shall automatically advance one step on the salary schedule at the beginning of each academic year, until reaching steps identified as longevity steps (16 - 28).

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

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

The District shall monitor hours of part-time instructional or non-instructional members at Shasta College, at the conclusion of each term and members advance a step at the beginning of each subsequent term once the equivalent full-time experience has been attained. Unit members who wish to have experience from other colleges considered for step advancement must submit a verification of hours to the Office of Human Resources. If such verification is received at least ten (10) days prior to the start of a term, the step advancement will take effect for that semester/session. If this timeline is not met, step advancement would take effect the subsequent term.

7.2.2.3 Step Advancement Activities Process (Formerly Extended Service Differential (ESD))

Bargaining unit members who are eligible to advance into the longevity steps through Step Advancement Activities must complete a Step Advancement form (found on the Human Resources intranet) and gain approval for the activity prior to starting the activity. The form requires approval by the supervising administrator, the appropriate vice president, and Human Resources. Activities initiated without prior approval may be appealed for retroactive approval following the process in 7.2.2.5.

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

A bargaining unit member may apply for Step Advancement after reaching Step 13. Step Advancement requires that the bargaining unit member completes two units or unit equivalents for each step

1 advancement. See the current Salary Schedule in Appendix C for the steps.

2
3 For regular bargaining unit members, Step Advancement Activities to be counted for Step Advancement
4 must be completed prior to the fall semester and documentation of completion using the Step
5 Advancement completion form found on the Human Resources intranet (including official transcripts as
6 applicable) must be submitted to the Human Resources office prior to November 1 in order to be
7 considered for that fiscal year.

8 9 **Objective of Step Advancement Activities**

10
11 Step Advancement Activities provide a financial incentive for bargaining unit members to engage in
12 professional growth experiences after they have reached Step 13. Step Advancement Activities
13 encourage professional development that will benefit the District and students.

14 15 **7.2.2.4 Unit Equivalent(s) for Step Advancement Activities**

16
17 A request will be completed and filed by the bargaining unit member for the desired unit equivalent(s) with
18 the supervising administrator for approval. Unit equivalents, or trainings/courses without units, must have
19 direct relevance to the bargaining unit member's assignment and be shown to significantly benefit the
20 bargaining unit member, the college, and the students in order to be approved.

21
22 The request is for "tentative" approval of work to be done prior to the beginning of the work. Award of
23 credit is contingent upon successful completion of the work. There will be no deadlines for work done and
24 unit equivalents granted other than time span limitations specifically stated in other portions of the
25 contract pertaining to movement on the salary schedule from step to step.

26
27 The bargaining unit member should list the total hours involved and then carefully prorate these to actual
28 learning hours (either lecture, non-lecture, or both). 18 hours is equivalent to 1.0 unit.

29
30 The request shall contain the following:

- 31
32 A. Date(s) of work. If the work will be done over a period of time, state the beginning and ending
33 dates.
34 B. Area of work
35 C. Relevancy of work to teaching assignment
36 D. Relevancy of work to one's own professional growth
37 E. Description or outline of work
38 F. Documentation of work
39

40 Some suggested activities that may qualify for unit equivalents:

- 41
42 A. Conferences
43 B. Workshops
44 C. Seminars
45 D. Professional meetings
46 E. Performances
47 F. Exhibitions
48 G. Publications
49 H. Jobs in a related field
50 I. Non-paid projects
51 J. Independent research related to the teaching field
52 K. Educational-related activities to improve teaching (This may be out of the teaching field, but it
53 should be shown that the bargaining unit member needs this to improve their teaching.)
54 L. Sabbatical leaves (non-unit) up to three (3) units per semester
55

7.2.2.5 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.

7.2.3 Eligibility Notification

Human Resources shall make a reasonable effort to send email notification to each bargaining unit member at the beginning of the academic year in which the member is placed on Step 13 reminding them of their Step Advancement eligibility. Failure to notify shall not be subject to the grievance process.

7.2.3.1 Step 28

A bargaining unit member who has completed Step Advancement Activities for Steps 16, 19, 22, and 25 and has served for three full-time years at Step 25 shall automatically be moved to Step 28.

7.2.4 Part-Time Compensation

7.2.4.1 Part-Time Hourly Salary Schedules

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. Upon initial salary classification and step placement as described in Article 7.2.1, part-time unit members shall be assigned to the Part-time Certificated Employees' Salary Schedule that applies to their assignments, as follows:

Schedule #1 – Non-Teaching and Non-Credit

Schedule #2 – Lab/Activity/Clinical

Schedule #3 – Lecture

7.2.4.2 Part-time Faculty Member Status .

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

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.

7.2.4.3 Notice of Assignment

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

- a. Identification and title of course(s) to be taught
- b. Days/times/hours of instruction for each course

- c. Location of each course
- d. Total instructional hours for each course
- e. Percentage of load for each course
- f. Hourly rate for instructional hours associated with each assigned course
- g. Total pay per course

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

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

7.2.4.4 Total Pay Per Course

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

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

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

7.2.5 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 business 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 COMPENSATION FOR PROFESSIONAL ANCILLARY SERVICES

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

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

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

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

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

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

7.3.2 Compensation Rates for Professional Ancillary Services

Definition

Ancillary service is any extra work that faculty perform beyond their core teaching duties, which is compensated with stipend pay.

A. Participatory Governance

Participation by part-time faculty in participatory governance committees: \$800 per semester for part-time bargaining unit members appointed to the Academic Senate, Curriculum Committee, Program Review Committee, or Program Review Gold Team. Appointees to other participatory governance committees, subcommittees, or Program Review Silver Team may be eligible for up to \$400 per semester through mutual consent between the District and Faculty Association. Up to one part-time bargaining unit member may be appointed per program review, serving on either the gold team or silver team. Stipends will be paid at the end of each semester after verification of participation in the committee by the appropriate committee chair. 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.

Faculty Coordinators will be selected in accordance with Article 4.6. The annual budget for Faculty Coordinator stipends shall be set at \$110,000. The stipend for an individual coordinator shall not exceed \$7500 per academic year.

B. Project Participation:

1. Online instructional delivery: Bargaining unit members will receive a stipend of \$150 per unit for each fully online course delivered for the first time, and \$100 per unit for each hybrid course of more than 50% online content delivered for the first time.
2. Student learning outcomes participation: \$125 per course per semester for part-time faculty to participate in student learning outcomes processes, upon verification of participation within established deadlines

3. Worksite Learning Supervision \$100 per student per semester (refer to MOU dated July 17, 2024 through June 30, 2026).
4. Other pre-approved project participation beyond contractual duties will be compensated based on hours of work to be performed and in accordance with Article 7.3 and 7.3.1.

C. Professional Development:

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

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

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

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

D. Hiring Committee Participation:

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

1-11 eligible applicants	\$300
12+ eligible applicants	\$600

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

E. Athletic Coaching

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

Individual flex hours may not be used for any coaching-related duties, unless such duties fall within the

definition of approved flex activities.

Annual assistant coach allocations per sport are as follows:

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

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

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

7.5 PART-TIME FACULTY OFFICE HOURS

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

The following conditions will apply:

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

whenever possible.

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

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

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

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

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

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

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

1 be decided by the Arbitrator.

2
3 **7.6.4** The Arbitrator shall have full authority to fashion remedies and award relief consistent with
4 limitations under federal and state law, and precedent established thereunder, whether by way of
5 damages or the award of attorneys' fees and other costs, orders to cease and desist, or any and all other
6 reasonable remedies designed to correct any violation which the Arbitrator may have found to have
7 existed, including such remedies as provided under applicable state or federal law or regulation. The
8 Arbitrator shall state the reasons for the arbitration decision. The decision of the Arbitrator is final and
9 binding upon the parties and is enforceable in a court of competent jurisdiction.

10
11 **7.6.5** The application of the grievance and arbitration procedure as the exclusive remedy for claims and
12 disputes related to wages and hours shall apply to all claims and lawsuits, including those that arise or
13 that are pending during the terms of the parties' prior or current collective bargaining agreements
14 regardless of when such claims were filed with any court or administrative agency.

15 16 **7.7 ALLOWANCES FOR SPECIALIZED APPAREL AND MATERIALS**

17
18 Full-time nursing bargaining unit members shall receive \$500 per academic year for materials, clothing,
19 licensure, and other items essential to their area of instruction. The stipend shall be paid in equal
20 installments of \$250 per semester.

21 **ARTICLE 8.0 – PAYROLL DEDUCTIONS**

22 23 **8.1 GENERAL PROCEDURES**

24
25 Pursuant to Education Code Section 87833, the District will deduct from the pay of bargaining unit
26 members and pay to the Association the normal and regular monthly Association membership dues as
27 voluntarily authorized in writing by the bargaining unit member subject to the following conditions:

28
29 **8.1.1** The Association will provide the District with documentation to show from whom any new dues
30 should be deducted or discontinued.

31
32 **8.1.2** The District shall not be obligated to put into effect any new, changed, or discontinued deduction
33 until the next possible pay period.

34
35 The Association agrees to furnish any information needed by the District to fulfill the provisions of this
36 Article. With respect to all sums deducted by the District pursuant to authorization of the bargaining unit
37 member, whether for membership dues, the District agrees to promptly remit monthly, within thirty (30)
38 days following the date of deduction on the bargaining unit member's pay warrant, such moneys to the
39 Association's designee, accompanied by an alphabetical list of bargaining unit members for whom such
40 deductions have been made, categorizing them as to membership or non-membership in the Association,
41 and indicating any changes in personnel from the list previously furnished.

42 43 **8.2 ASSOCIATION DUES**

44
45 **8.2.1** Any requested changes to a bargaining unit member's membership status with the Association will
46 be forwarded to the Association. The Association shall then inform the District in writing of changes in
47 membership for any current member or person eligible for membership in the Association. Notifications
48 received by the District on or before the 15th of the month will be processed and implemented for that
49 month's payroll. Notifications received after the 15th of the month will be processed and implemented on
50 the following month's payroll. The Association may request to meet and confer with the District on any
51 changes to the deduction rates, amounts, assessments, or other obligations.

52
53 **8.2.2** Payroll deductions for unit membership for part-time employees only exist during the period of
54 actual employment.

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 they have a grievance, they may present said grievance only through the Faculty Association. Bargaining unit member have the right to have representative(s) of their choice, from the Faculty Association, present throughout 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 member(s) 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 member 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 defined below:

10.4 FORMAL LEVEL

10.4.1 LEVEL I

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

The supervisor shall communicate a decision to the Association in writing within ten (10) days after receiving the written 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 in writing by the Association to the Vice President in charge of the member's area. Level II appeals must be submitted within ten (10) days of receipt of the response to the Level 1 grievance. This appeal 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, the Association may submit a Level III appeal within ten (10) days of receipt of the Level II decision. 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 grievant 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 Officer 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 from the District and Association will be made to the State Mediation and Conciliation Service to provide a list of arbitrators.

10.4.4.3 Within ten (10) days after receiving a list of arbitrators, the Superintendent/ President and the Grievance Officer 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 Officer 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 the investigative/hearing process. 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

1 commission of an act prohibited by law or which violates terms of the agreement. However, it is agreed
2 that the arbitrator is empowered to include in any award such financial reimbursement or other remedies
3 as they judge to be proper.
4

5 **10.4.4.7** Any dispute regarding grievability or arbitrability may be submitted to the arbitrator by either
6 party. However, the District has the right to have the issue of arbitrability determined prior to proceeding
7 with the arbitration on the merits of the dispute, provided the arbitration hearing is likely to extend beyond
8 one day. The arbitrator may make a bench decision on the issue of arbitrability with the mutual consent of
9 the parties.
10

11 **10.4.4.8** The decision of the arbitrator will be submitted to the Superintendent/President and the
12 Grievance Officer) and will be binding on the parties of this agreement.
13

14 **10.4.4.9** The costs of the services of the arbitrator, including related expenses, if any, will be borne
15 equally by the District and the grievant or the Association if they represented the grievant in the arbitration
16 process.
17

18 **10.5 GENERAL PROVISIONS**

19

20 **10.5.1** All timelines in this article may be extended by mutual agreement of the District and Association.
21

22 **10.5.2** If the Association fails to respond to, or meet, a timeline under any step in this Article, the
23 grievance shall be deemed withdrawn, unless timelines were adjusted by mutual agreement as noted in
24 10.5.1. If the District fails to respond to, or meet, a timeline under any step in this Article, the grievance
25 shall automatically proceed to the next step, unless timelines were adjusted by mutual agreement as
26 noted in 10.5.1.
27

28 **10.5.3** Any award of retroactive compensation shall be limited to the sixty (60) days in which the
29 bargaining unit member was in paid status immediately preceding the initiation of Step One of this
30 grievance procedure.
31

32 **10.5.4** Resolutions to all grievances, at any level, shall be reduced to writing and signed by
33 representatives of the District and the Association.
34

35 **ARTICLE 11.0 – SAVINGS PROVISION**

36 If any section of this contract is found to be invalid when applied to certain bargaining unit members or
37 situations, the remainder of this contract shall remain in effect, and that provision will continue to apply to all
38 other bargaining unit members and situations for which it is valid.
39

40 **ARTICLE 12.0 – MISCELLANEOUS PROVISIONS**

41

42 **12.1 MEETING AND NEGOTIATING**

43

44 **12.1.1** During negotiations which preceded this Agreement, the Association and District acknowledged
45 that both parties had the unlimited right and opportunity to make demands and proposals with respect to
46 any subject or matter considered a term or condition of employment. The understandings and agreements
47 arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
48

49 **12.1.2** This Agreement shall constitute the full and complete commitment between both parties. This
50 Agreement may be amended or modified only through the voluntary, mutual consent of the parties, as
51 noted in Article 1.3.3.
52

53 **12.1.3** During the term of this Agreement, the District and Association expressly waive and relinquish the
54 right to bargain collectively on any matters:
55

- 1 A. Whether or not specifically referred to or covered in this Agreement;
2
3 B. Even though not within the knowledge or contemplation of either party at the time of negotiations;
4
5 C. Even though the matters were proposed and later withdrawn during the negotiations process.
6

7 **12.1.4** Such waiver does not preclude bargaining collectively for subsequent, new collective bargaining
8 agreements during the term of Agreement.
9

10 **12.1.5** This waiver is not intended to allow the District to engage in unilateral changes to mandatory
11 subjects of bargaining that have not been negotiated by the parties. Mandatory subjects of bargaining are
12 those that directly impact terms and conditions of employment.
13

14 **ARTICLE 13.0 – FACULTY SERVICE AREAS**

15 **13.1 DEFINITIONS**

16 **13.1.1** As used in this article, "faculty service area" shall be equivalent to "disciplines" as adopted by the
17 Board of Governors and as they appear in the CCCCCO Minimum Qualifications Handbook.
18

19 **13.1.2** "Minimum qualifications" means those qualifications as adopted by the Board of Governors and as
20 they appear in the Minimum Qualifications Handbook.
21

22 **13.1.3** A bargaining unit member is **considered "competent"** if they meet the minimum qualifications as
23 defined in 13.1.2.
24

25 **13.2 QUALIFICATION FOR A FACULTY SERVICE AREA**

26 **13.2.1** A bargaining unit member employed prior to July 1, 1990, shall be eligible for qualification in any
27 faculty service area to which he or she has been assigned for at least two semesters.
28

29 **13.2.2** A bargaining unit member employed on or after July 1, 1990, shall be eligible for qualification in
30 any faculty service area to which he or she has met the minimum qualifications as defined in 13.1.2.
31

32 **13.2.3** A bargaining unit member may apply to the District to add faculty service areas for which the unit
33 member qualifies.
34

35 **13.2.3.1** On or before February 15 of the academic year, the unit member shall submit an application on
36 the appropriate form to the Office of Instruction.
37

38 **13.2.3.2** Upon receipt of the application, the Office of Instruction shall acknowledge date of the receipt by
39 so indicating on a copy of the application given the employee at the time of submission.
40

41 **13.2.3.3** The District shall grant or deny all applications for the addition of a discipline within thirty (30)
42 working days of their receipt. The District shall notify the applicants in writing that either the faculty service
43 area has been entered in the applicant's personnel file or the reason for denial of the application.
44

45 **13.2.3.4** A dispute arising from an allegation that the District has improperly denied a bargaining unit
46 member's application to qualify for a faculty service area shall be processed as a grievance according to
47 the provisions of Article 10.
48

49 **13.2.3.5** A bargaining unit member shall not be required to reapply for a faculty service area once it has
50 been entered in the personnel file.
51

52 **13.2.3.6** No bargaining unit member shall be assigned to a faculty service area unless the bargaining unit
53
54
55

1 member has elected to qualify for that faculty service area.

2 3 **13.3 RECORDS OF FACULTY SERVICE AREAS**

4
5 **13.3.1** The District shall maintain a permanent record for each bargaining unit member employed by the
6 District of each faculty service area for which the bargaining unit member qualifies according to Article
7 13.2.

8 **13.3.2** The District shall maintain a master list of the disciplines for which each bargaining unit member is
9 qualified under the provisions of this article. The list shall include the name of each full-time bargaining
10 unit member, their seniority number, all faculty service areas for which they qualify, and typical disciplines
11 which they teach. In the event of a layoff or reduction in force, the District shall also provide lists to the
12 Association and the Academic Senate of any administrators who have retreat rights and the faculty
13 service area(s) in which they qualify.

14 15 **13.4 REASSIGNMENT**

16
17 **13.4.1** Bargaining unit members who have established competency under Article 13.1 shall have the right
18 to request reassignment to any faculty service area for which they possess the minimum qualifications.

19
20 **13.4.2** Requests shall be forwarded to the appropriate vice president, who shall grant it in whole, or part,
21 or deny it. Should any part of the request be denied, the reasons shall be given in writing.

22 23 **13.5 LAYOFFS AND REDUCTION IN FORCE**

24
25 **13.5.1** The District shall not reduce the number of bargaining unit members due to a decline in enrollment
26 or the reduction or elimination of a particular kind of service except according to the following procedures:

27
28 **13.5.1.1** Bargaining unit members affected by the reduction shall be notified in writing before March 15
29 preceding the academic year in which the reduction is to become effective. This notice shall be sent by
30 registered or certified mail to the most recent address on file with the Personnel Office or delivered
31 personally.

32
33 **13.5.1.2** No tenured bargaining unit member shall be terminated under this Article while any probationary
34 bargaining unit member, or any bargaining unit member with less seniority, is retained to render service in
35 a faculty service area in which the tenured bargaining unit member possesses the minimum qualifications
36 and is deemed competent.

37
38 **13.5.1.3** The District shall make assignments and reassignment in a manner such that bargaining unit
39 members shall be retained to render any service which their seniority and qualifications entitle them to
40 render.

41
42 **13.5.2** A bargaining unit member terminated pursuant to Education Code Section 87743 shall have the
43 rights provided for in either Education Code Section 87744 or 87745 or 87746.

44
45 **13.5.3** Within the appropriate reemployment period in 13.5.2, a bargaining unit member may apply under
46 Article 6.2.2.2 for retraining. Also, during this period, a bargaining unit member shall have the same rights
47 to update the faculty service areas for which they are qualified or become qualified as those bargaining
48 unit members not subject to layoff.

49 50 **ARTICLE 14.0 – TRAVEL REIMBURSEMENTS**

51
52 **14.1** Travel reimbursement is not available for bargaining unit members' travel from their residence to
53 their primary work location. Bargaining unit members required to use their personal automobiles for travel
54 within or outside the District for assigned work are eligible for mileage reimbursement pursuant to the

District's Administrative Policy 7400. Mileage shall be calculated from the primary work location to the location of the assigned work (e.g. clinical sites, practicum, work experience locations). Mileage after reaching the additional location will be allowed only when members are required to return to the primary work location on the same work day.

14.1.1 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.

14.1.2 In the event it becomes necessary to add an additional work location to the assignment of a full-time bargaining unit member, the supervising administrator shall attempt to reach mutual agreement with the bargaining unit member before making such an assignment. If mutual agreement cannot be reached, the least senior, available, and qualified bargaining unit member will be assigned to the additional work location.

14.2 Part-time bargaining unit members shall be paid for travel to their assignment(s) for mileage beyond 30 miles round trip with a maximum number of 80 paid miles. The distance is measured from city center to city center.

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.

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 article, a business day is defined as any day when the District's Administrative offices are open for business.

1
2 **16.2 PART-TIME BARGAINING UNIT MEMBER QUALIFICATIONS**
3

4 Every part-time bargaining unit member must meet any local qualifications and the minimum qualifications
5 for the discipline to which they are assigned as approved by the California Community College Board of
6 Governors.
7

8 **16.3 REEMPLOYMENT POOL**
9

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

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

16.4 PROCEDURES FOR PART-TIME FACULTY ASSIGNMENTS

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

16.5 REEMPLOYMENT PREFERENCE AND ASSIGNMENT

16.5.1 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. Additionally, in the case of non-instructional faculty the District may modify a schedule based on District need.

16.5.2 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 for the assignment including training in online teaching technologies and instructional strategies;
- B. Expertise and/or proven experience in the specific requirements of the assignment and/or format;

- C. Employee ability to use and expose students to current information, technology and skills required in the assignment;
- D. Employee availability at time of need;
- E. An employee's course assignment pattern over the previous four (4) semesters.

16.5.3 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 contractual load for a full-time bargaining unit member.

16.5.4 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.

16.5.5 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 Article 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 hours of service since their hire date. If the total number of hours of service is identical, their seniority standing must be determined by lot.
- B. Should additional sections become available with fewer than six weeks prior to the start of the course(s), the assignment(s) will be determined by the supervising administrator in accordance with Article 16.5.1.
- 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 Article 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.
- 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. After the instructional assignment has been mutually accepted by the faculty member and the supervising administrator, Human Resources (HR) will send the faculty member an hourly assignment contract for review. The faculty member is required to sign and return the contract to HR as an acknowledgment of the assignment. The signed contract must be returned no later than

1 the assignment census date. If discrepancies are found in the assignment contract, the faculty
2 member must notify HR within two (2) Business Days to address and resolve the discrepancies
3 prior to returning the contract. HR will issue a revised assignment contract for faculty to review and
4 signature within two Business Days. For any contracts not returned to HR, receipt of first payment
5 of the assignment should be considered acceptance of assignment.
6

7 F. Inability to take an assignment already agreed to shall not entitle the part-time bargaining unit
8 member to an alternative assignment for that semester.
9

10 G. A non-instructional assignment that has been offered to a bargaining unit member may be
11 canceled by the District at any time before the first scheduled duty day for the assignment or at
12 any time during the term of the assignment if conditions arise, as determined by the District, which
13 make maintaining the assignment impractical.
14

15 **16.7 LEAVES OF ABSENCE**

16

17 A part-time bargaining unit member who is granted a leave under Article 6 maintains all rights provided for
18 under this Article in the same manner as if that employee had worked in his or her similar assignment
19 rather than taking leave. A part-time bargaining unit member who is not granted leave but who signs an
20 agreement for an assignment and then rescinds any or all of it less than one month prior to the
21 assignment beginning will lose Pool rights until the next evaluation, at which time the unit member will be
22 subject to the same policies outlined in 16.3 above regarding their retention in the Pool.
23

24 **ARTICLE 17.0 – MANAGEMENT RIGHTS**

25

26 **17.1** The Association recognizes and agrees that the exercise of the express and implied legal powers,
27 rights, duties, and responsibilities by the Board and District, e.g., the adoption of policies, rules,
28 regulations, and practices in furtherance of these powers, and the use of judgment and discretion in
29 connection therewith shall be limited only by the specific and express terms of this Agreement.
30

31 **17.2** The Association recognizes and agrees that the District retains its right to amend, modify, or
32 rescind policies and practices referred to in this Agreement in case of emergency. An "emergency" is
33 considered an Act of God, a natural disaster, or other dire interruption of the District program. Where an
34 emergency is declared, the District shall immediately notify and consult with the Association. The
35 Association agrees it will abide by such emergency decisions of the Board during the time of the declared
36 emergency.
37

38 **17.3** Except as otherwise agreed to in this agreement, it is understood and agreed that the District retains all
39 of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not
40 limited to, those duties and powers is the right to: determine the times and hours of operation; establish its
41 educational policies, goals and objectives; insure the rights and educational opportunities of students;
42 determine staffing patterns and personnel requirements; maintain the efficiency of District operation;
43 determine the curriculum; build, move, or modify facilities; establish budget procedures and determine
44 budgetary allocation; determine the methods of raising revenue; contract out work as legally allowed under the
45 Education and Government Codes.

SHASTA-TEHAMA-TRINITY JOINT
COMMUNITY COLLEGE DISTRICT

By: Amy Westlund
Amy Westlund
Lead Negotiator

SHASTA COLLEGE FACULTY JOINT
ASSOCIATION/CTA/NEA

By: Kylee Cox
Kylee Cox
Lead Negotiator

APPENDIX A: CALENDARS

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

Shasta College 2026-27 All District Calendar

3	Independence Day	<table><tr><th colspan="7">JULY 2026</th></tr><tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr><tr><td></td><td></td><td></td><td></td><td>1</td><td>2</td><td>H</td><td>4</td></tr><tr><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td></td></tr><tr><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td></td></tr><tr><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td></td></tr><tr><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td><td></td><td></td></tr></table>	JULY 2026							S	M	T	W	Th	F	S					1	2	H	4	5	6	7	8	9	10	11		12	13	14	15	16	17	18		19	20	21	22	23	24	25		26	27	28	29	30	31			<table><tr><th colspan="7">JANUARY 2027</th></tr><tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr><tr><td></td><td></td><td></td><td></td><td></td><td>H</td><td>2</td></tr><tr><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td></tr><tr><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td></tr><tr><td>17</td><td>H</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td></tr><tr><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td></tr><tr><td>30</td><td>31</td><td></td><td></td><td></td><td></td><td></td></tr></table>	JANUARY 2027							S	M	T	W	Th	F	S						H	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	H	18	19	20	21	22	23	24	25	26	27	28	29	30	31						1 New Year's Day Holiday 18 Dr. M.L. King Jr. Day Holiday 19 Mandatory FLEX Day 20 Spring Semester Begins 8 Instructional Days 5 Floating Flex Days		
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Fall Semester Total Days:

83

 Start/End of Semester

Spring Semester Total Days:

81

Total Instructional Days:

164

 FLEX Day ***

 Mandatory FLEX Day

FLEX Days

11

Administrative Total Working Days:

246

 Holidays

 Spring Recess

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

**Holiday placement in-between semesters is subject to CSEA approval

***Floating Flex Days (Article 4.8) are mandatory for instructional faculty except where noted in Article 4.8.5;

Floating Flex Days designate what days officially count toward our 175-day requirement, but activities for flex can be completed at any time between July 1 of the academic year and June 30

APPENDIX B: EVALUATION FORMS

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

Student Opinion Surveys

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

Worksite Observation Forms

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

Self-Appraisal Forms

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

Professional Activities Forms

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

Summary Report Forms

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

Performance Improvement Plan Forms

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

APPENDIX C SALARY SCHEDULES

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

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

SHASTA-TEHAMA-TRINITY JOINT COMMUNITY COLLEGE DISTRICT INSTRUCTIONAL 175 DAY FULL-TIME FACULTY SALARY SCHEDULE 2026-2027

Includes 2.5% COLA Increase
Board Approved 8/12/2026, Effective 7/1/2026

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
1	Step 1 is no longer used for placement				
2	65,087.95	68,687.41	72,288.60	75,889.68	79,489.13
3	67,528.75	71,263.19	74,999.42	78,735.55	82,469.97
4	70,061.08	73,935.56	77,811.90	81,688.13	85,562.59
5	72,688.37	76,708.14	80,729.84	84,751.43	88,771.19
6	75,414.18	79,584.70	83,757.21	87,929.61	92,100.11
7	78,242.22	82,569.12	86,898.11	91,226.97	95,553.86
8	81,176.30	85,665.47	90,156.79	94,647.98	99,137.13
9	84,220.41	88,877.92	93,537.67	98,197.28	102,854.78
10	87,378.68	92,210.84	97,045.33	101,879.68	106,711.83
11	90,655.38	95,668.75	100,684.53	105,700.17	110,713.53
12	94,054.95	99,256.33	104,460.20	109,663.93	114,865.28
13	97,582.01	102,978.44	108,377.46	113,776.32	119,172.73

Extended Service Differential Steps

16	100,509.47	106,067.79	111,628.78	117,189.61	122,747.91
19	103,524.76	109,249.83	114,977.65	120,705.30	126,430.35
22	106,630.50	112,527.32	118,426.97	124,326.46	130,223.26
25	109,829.42	115,903.14	121,979.78	128,056.25	134,129.96
28	113,124.30	119,380.23	125,639.18	131,897.94	138,153.86

A doctorate differential of \$2,000 will be added to the salary when an earned doctorate is held by the instructor. This makes the maximum instructional salary

140,153.86

Appendix C-2: Non-Instructional 195-Day Full-Time Faculty Salary Schedule

**SHASTA-TEHAMA-TRINITY JOINT COMMUNITY COLLEGE DISTRICT
NON-INSTRUCTIONAL 195 DAY FULL-TIME FACULTY SALARY SCHEDULE
2026-2027**

Includes 2.5% COLA Increase

Board Approved 8/12/26, Effective 7/1/2026

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
1	Step 1 is no longer used for placement				
2	72,526.58	76,537.39	80,550.11	84,562.78	88,573.60
3	75,246.33	79,407.54	83,570.74	87,733.88	91,895.11
4	78,068.07	82,385.33	86,704.65	91,023.90	95,341.18
5	80,995.62	85,474.78	89,956.07	94,437.30	98,916.47
6	84,032.95	88,680.08	93,329.42	97,978.70	102,625.84
7	87,184.19	92,005.58	96,829.28	101,652.90	106,474.31
8	90,453.60	95,455.79	100,460.37	105,464.88	110,467.09
9	93,845.61	99,035.38	104,227.64	109,419.82	114,609.61
10	97,364.82	102,749.21	108,136.17	113,523.06	118,907.47
11	101,016.00	106,602.31	112,191.28	117,780.18	123,366.50
12	104,804.10	110,599.89	116,398.45	122,196.93	127,992.75
13	108,734.25	114,747.39	120,763.40	126,779.32	132,792.47

Extended Service Differential Steps

16	111,996.28	118,189.81	124,386.30	130,582.70	136,776.25
19	115,356.17	121,735.51	128,117.89	134,500.18	140,879.53
22	118,816.85	125,387.57	131,961.42	138,535.18	145,105.92
25	122,381.36	129,149.20	135,920.27	142,691.24	149,459.10
28	126,052.80	133,023.67	139,997.87	146,971.98	153,942.87

A doctorate differential of \$2,000 will be added to the salary
when an earned doctorate is held by the instructor. This makes
the maximum instructional salary

155,942.87

Appendix C-3: Part-Time Certificated Employees' Hourly Salary Schedule #1 Non-Teaching and Non-Credit

**SHASTA-TEHAMA-TRINITY JOINT COMMUNITY COLLEGE DISTRICT
PART-TIME CERTIFICATED EMPLOYEES' HOURLY SALARY SCHEDULE
SCHEDULE #1 NON-TEACHING & NON-CREDIT
2026-2027**

Includes 3.5% COLA Increase
Board Approved 8/12/26, Effective 8/1/2026

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
1	61.2567	62.6512	64.0297	65.4081	66.8184
2	62.6512	64.0297	65.4081	66.8184	68.1968
3	64.0297	65.4081	66.8184	68.1968	69.5754
4	65.4081	66.8184	68.1968	69.5754	70.9698
5	66.8184	68.1968	69.5754	70.9698	72.3642
6	68.1968	69.5754	70.9698	72.3642	73.7584
7	69.5754	70.9698	72.3642	73.7584	75.1211
8	70.9698	72.3642	73.7584	75.1211	76.5472

Vertical progression on the salary schedule is based upon the criteria outlined in Board Policy 4141.1 for faculty employed before July 1, 1974. For faculty hired July 1, 1974 and after, please refer to the Academic Master Contract Agreement, Section 7.2.1 – Requirements for Salary Classifications.

A doctorate differential of \$1.90 per hour will be added to an instructor's hourly salary schedule when an earned doctorate is verified.

Appendix C-4: Part-Time Instructional Employees' Hourly Salary Schedule #2 – Lab/Activity/Clinical

**SHASTA-TEHAMA-TRINITY JOINT COMMUNITY COLLEGE DISTRICT
PART-TIME INSTRUCTIONAL EMPLOYEES' HOURLY SALARY SCHEDULE
SCHEDULE #2 - LAB/ACTIVITY/CLINICAL
2026-2027**

Includes 3.5% COLA Increase

Board Approved 8/12/26, Effective 8/1/2026

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
1	66.8103	68.3329	69.8246	71.3161	72.8545
2	68.3329	69.8246	71.3161	72.8545	74.3614
3	69.8246	71.3161	72.8545	74.3614	75.8841
4	71.3161	72.8545	74.3614	75.8841	77.3912
5	72.8545	74.3614	75.8841	77.3912	78.9139
6	74.3614	75.8841	77.3912	78.9139	80.4209
7	75.8841	77.3912	78.9139	80.4209	81.9282
8	77.3912	78.9139	80.4209	81.9282	83.4663

Vertical progression on the salary schedule is based upon the criteria outlined in Board Policy 4141.1 for faculty employed before July 1, 1974. For faculty hired July 1, 1974 and after, please refer to the Academic Master Contract Agreement, Section 7.2.1 – Requirements for Salary Classifications.

A doctorate differential of \$1.90 per hour will be added to an instructor's hourly salary schedule when an earned doctorate is verified.

Appendix C-3: Part-Time Certificated Employees' Hourly Salary Schedule #1 Non-Teaching and Non-Credit

**SHASTA-TEHAMA-TRINITY JOINT COMMUNITY COLLEGE DISTRICT
PART-TIME INSTRUCTIONAL EMPLOYEES' HOURLY SALARY SCHEDULE
SCHEDULE #3 - LECTURE
2026-2027**

Includes 3.5% COLA Increase
Board Approved 8/12/26, Effective 8/1/2026

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
1	69.7314	71.3008	72.8699	74.4858	76.0552
2	71.3008	72.8699	74.4858	76.0552	77.6087
3	72.8699	74.4858	76.0552	77.6087	79.2090
4	74.4858	76.0552	77.6087	79.2090	80.7784
5	76.0552	77.6087	79.2090	80.7784	82.3477
6	77.6087	79.2090	80.7784	82.3477	83.9325
7	79.2090	80.7784	82.3477	83.9325	85.5173
8	80.7784	82.3477	83.9325	85.5173	87.1486

Vertical progression on the salary schedule is based upon the criteria outlined in Board Policy 4141.1 for faculty employed before July 1, 1974. For faculty hired July 1, 1974 and after, please refer to the Academic Master Contract Agreement, Section 7.2.1 – Requirements for Salary Classifications.

A doctorate differential of \$1.90 per hour will be added to an instructor's hourly salary schedule when an earned doctorate is verified.

APPENDIX D SABBATICAL MATERIALS

A fillable Word version of the Sabbatical Application Form is available from the Office of Instruction.

Appendix D-1

Sabbatical Application Form

Name	
Department:	
Division	
Hire date:	
Year of last sabbatical:	

1. What type of sabbatical are you applying for? (Check one.)	
☐	Pursuit of a course of study within my discipline to enhance currency in my field and/or allow me to teach new or enhanced courses in my discipline.
☐	Pursuit of a course of study in another faculty service area. Such study may allow me to teach in a different discipline.
☐	Travel or research that is conducive to improving work effectiveness or program design related to my primary assignment.
☐	Travel or research that is conducive to improving District processes or practices
☐	Work in my field of expertise to acquire new techniques, knowledge, and/or materials consistent with current industrial, business, and/or professional practices.
☐	Other

2. Briefly describe your project (100 words):

3. How will this sabbatical enhance your ability to do your job?

4. How will this sabbatical benefit students and the district?

5. Feasibility:	
a.	Provide a timeline for completing each step of your project.
b.	What arrangements have you made or will you have to make in order to complete the goals of your sabbatical project?

6. Alignment with District objectives:	
a.	How does this project align with the District Educational Master Plan? (Link)
b.	How does this project align with the District's current Strategic Plan? (Link)

7. How does your project address needs identified in your primary work area, including in your Annual Plans and Program Review?

8. Service record: Please list your professional activities in the last 3 years (or attach a Professional Activities form if completed in the last year):	
a.	Committee work (ad hoc, standing, governance, and advisory) <i>Directions:</i> List committees, dates served, and role.
b.	Curriculum development and review within established cycles: List participation in curriculum review and proposal processes.
c.	Program review and annual planning within established cycles: Describe role in program review process and annual plan creation, such as initiatives.
d.	Selection committees: List hiring committees served on, dates served, and role.
e.	Student learning outcomes process related to continuous quality improvement of programs: Describe participation in the learning outcomes processes, such as timely submission of LOs, participation in area discussions of LOs, or other activities related to the continuous quality improvement of your program or other programs, including collaborations with other faculty on issues related to student learning and success.
f.	Peer evaluations: Describe participation in the evaluation process: observing part-time or full-time faculty, service on tenure committees, and/or service on full-time temporary faculty committees.
g.	Division and Department meetings: Describe participation in division and department meetings.
h.	Other: List any other activities related to your service to the District that does not fall in the categories above. Include all professional development, efforts to stay current in cultural competency, conference or workshop attendance and/or participation, research, and/or publications. Also include, where applicable, work done as a coordinator, program director, or for a stipend.

Appendix D-2

Sabbatical Ranking Rubric

Criteria	Exemplary (10)	Good (8)	Marginal (6)	Poor (4 or fewer points)	Score	Comments
Enhances Employee's Job Performance	Project directly and strongly enhances employee's job performance	Project has clear benefits to employee's job performance	Project somewhat benefits employee's job performance	Project does not benefit employee's job performance		
Benefit to Students, Staff, and District	Project directly and strongly benefits students, staff, and the District (impact across several programs and courses)	Project has clear benefits students, staff, and the District (impact across entire department/ several course sections)	Project somewhat benefits students, staff, and the District (impact only on applicant's courses)	Project does not benefit students, staff, and the District (no clear benefit)		
Feasibility	Project has a clear timeline, realistic objectives, and a feasible plan for implementation	Project has a mostly clear timeline, realistic objectives, and a feasible plan for implementation	Project has a somewhat unclear timeline and/or somewhat unrealistic objectives and or is somewhat infeasible	Project has unclear timelines, unrealistic objectives, and/or is not feasible		
Alignment with District Goals	Project is strongly linked to SC mission, vision and/or strategic goals.	Project is linked to SC mission, vision, and/or strategic goals.	Project has weak links to SC mission, vision, and/or strategic goals.	Project has no links to SC mission, vision, and/or strategic goals.		
Work Area Needs	Project directly and strongly addresses needs identified in work area, especially as identified through Program Review and/or Annual Plan	Project has clear connection to needs identified in work area, especially as identified through Program Review and/or Area Plan	Project somewhat connected to needs in work area, especially as identified through Program Review and/or Area Plan	Project does not address needs in work area, especially as identified through Program Review and/or Area Plan		

Service record	Excellent and consistent record of service to the District	Good record of service to the District	Marginal record of service to the District	Poor record of service to the District		
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	(4-6 points)	(1-3 points)	Score	
Longevity	10 or more years	5-9 years		

TOTAL: /66 ("Qualified": Minimum score of 56)

APPENDIX E FACULTY COORDINATOR MATERIALS

APPENDIX E-1

SHASTA-TEHAMA-TRINITY COMMUNITY COLLEGE DISTRICT JOB DESCRIPTION FACULTY COORDINATOR

Description:

Faculty Coordinators are central to the effective functioning of specific areas within the district. Faculty Coordinators are faculty who, working under the direction of and in collaboration with the supervising administrator, assist in the coordination of the assigned area, helping to ensure that the area's programs meet the academic standards of the division, district, and system, and that they serve the needs of a diverse student population. The Faculty Coordinators Program is described in Article 4.6 of the faculty Collective Bargaining Agreement for Shasta College.

Scope:

Faculty Coordinators coordinate area work as described below, but they are not solely responsible, as Coordinators, for completing the instructional-related duties of other faculty as described in Article 2.1.5. These duties include curriculum development and review, program review and annual planning, hiring committees, and student learning outcomes processes. Faculty Coordinators have no supervisory responsibilities toward other faculty or staff.

Duties:

These are the typical duties of the Faculty Coordinator position. Other duties may be mutually agreed upon with the supervising administrator. The Faculty Coordinator can be expected to do the following:

1. Communication

- Hold area meetings at least once per semester
- Communicate area-specific news and information to relevant stakeholders
- Be the point of contact for directing questions regarding course equivalencies and issues concerning curriculum or program matters
- Advise on relations with educational partners at the high schools or colleges or universities
- Seek consensus on and communicate area needs to supervising administrator
- Meet annually with supervising administrator to review and modify specific list of duties
- Communicate issues with facilities or equipment to appropriate staff as needed

- Maintain professional relationships with division staff and be courteous, timely, and responsive when communicating with division office

2. Coordination and planning

- Coordinate regular review and discussion of student- and program-related data on success, persistence, and completion
- Coordinate area learning outcomes processes
- Coordinate process annual plans and program reviews; facilitate discussion of and document area and/or program goals.
- Work with area Curriculum Committee representatives to coordinate completion of area curriculum and program updates.
- With other faculty coordinators and Interest Area counselors, facilitate discussions of Interest Area curriculum and program-related elements
- Make recommendations to the supervising administrator on area budgets
- Communicate with other faculty coordinators on common issues, including best practices and professional development
- Collaborate with Extended Education faculty as needed
- Coordinate regular updates to the Credit by Examination/Assessment list and other credit for prior learning options

3. Hiring, evaluation, and class assignments

- Coordinate identification of peer observers for part-time and contingent faculty
- Coordinate mentoring of part-time and contingent faculty; provide mentoring as needed
- Assist in equitable hiring practices for full- and part-time searches as needed; assist in drafting of full-time faculty hiring requests as needed; provide input on part-time faculty position postings; assist in formulation of questions and teaching demonstrations
- Orient new faculty to department requirements, policies, and practices
- Provide input to supervising administrator on class schedules and appropriate assignments for full- and part-time faculty

4. Area presence

- Give input on marketing, area websites, and outreach efforts as needed
- Regularly review area catalog pages, associated websites, and program maps for accuracy
- Help identify potential area committee representatives as needed

5. Other

- Regularly participate in area coordinator meetings and trainings as required, including review of the Faculty Handbook and other information pertinent to the Faculty Coordinator role

- Keep current in district- and system-wide developments like Guided Pathways, AB705, culturally responsive curriculum, etc.
- Ensure area representation in higher level planning meetings as needed
- Be responsive to feedback for improvement from area colleagues and staff

[6. Career Technical areas only:]

- Coordinate advisory committees, committee meetings, and meeting minutes.
- Coordinate area input on accreditation-required documents in areas where program continuance is dependent on outside accrediting bodies

Feedback:

Given that constructive feedback is essential for the continuous improvement of faculty coordinators, faculty coordinators will annually receive aggregated survey results and anonymous comments from all area faculty and from those division staff they work most closely with. This feedback will not be part of the faculty evaluation process described in Article 5 of the faculty Collective Bargaining Agreement for Shasta College.

APPENDIX E-2

FACULTY COORDINATOR DIVISION ALLOCATION RUBRIC

DIVISION	FT faculty in division (Weight: 1)	PT faculty in division (Weight: 2)	Number of annual plans in division (Weight: 1)	Number of comprehensive institutional program reviews (Weight: 1)	Number advisory committees (Weight: 1)	Weighted totals:	Allocated % of coordinators budget of \$100,000:	Actual allocation:
ACSS								
BACTE								
DAPS								
SLAM								

Appendix F – Evaluation Timelines

Timeline for Probationary Faculty Evaluations

Year 1 - Fall	Year 1 - Spring
• Worksite Observations • Student Opinion Surveys • Professional Activities Form • Self-Appraisal Form • Summary Report; contract recommendation for Year 2	• Student Opinion Surveys • Possibly Worksite Observations • Professional Development
Year 2 - Fall	Year 2 – Spring
• Worksite Observations • Student Opinion Surveys • Professional Activities Form • Self-Appraisal Form • Summary Report; contract recommendation for Year 3+4	• Student Opinion Surveys • Possibly Worksite Observations • Professional Development
Year 3 - Fall	Year 3 - Spring
• Worksite Observations • Student Opinion Surveys • Professional Activities Form • Self-Appraisal Form • Summary Report; NO contract recommendation for this year	• Student Opinion Surveys • Possibly Worksite Observations • Professional Development
Year 4 - Fall	Year 4 - Spring
• Worksite Observations • Student Opinion Surveys • Professional Activities Form • Self-Appraisal Form • Summary Report; contract recommendation to grant/not grant tenure	• Board makes decision on tenure

Timeline for Part Time Faculty Evaluations

Year 1 - Fall or Spring	Year 2 - Fall or Spring	Every 6 working semesters after Year 2
• Worksite Observations • Student Opinion Surveys • Self-Appraisal Form (optional) • Professional Development Form (optional) • Summary Report	• Worksite Observations • Student Opinion Surveys • Self-Appraisal Form (optional) • Professional Development Form (optional) • Summary Report	• Worksite Observations • Student Opinion Surveys • Self-Appraisal Form (optional) • Professional Development Form (optional) • Summary Report

Timeline for Full-Time Temporary Faculty Evaluations

Year 1 - Fall	Year 1 - Spring
• Worksite Observations • Student Opinion Surveys • Professional Activities Form • Self-Appraisal Form • Summary Report	• Student Opinion Surveys • Possibly Worksite Observations • Professional Development
Year 2 - Fall	Year 2 - Spring
• Worksite Observations • Student Opinion Surveys • Professional Activities Form • Self-Appraisal Form • Summary Report	• Student Opinion Surveys • Possibly Worksite Observations • Professional Development

Appendix G – Course Load Calculation Examples

All five examples are for a 3-unit lecture course with a maximum of 54 contact hours. Calculations for all courses will vary depending on unit value and course modality.

Example 1: 3-unit fully in person class meeting on Thursdays (17 meetings in the semester)

Calculation:

$$\text{clock hours} = [(170+10)/60] \times 17$$

$$\text{total clock hours} = \mathbf{51}$$

In this example, the class meets on Thursdays (17 meetings) from 5-7:50 (3 hours per meeting).

Contact hours equal number of hours per week multiplied by the number of weeks in the semester (18) = 54 contact hours.

The calculation for the clock hours is the total meeting minutes per class (170 minutes, as determined by the *Instructional Hours Chart), plus 10 for passing, divided by 60 (number of minutes in an hour), multiplied by the number of meetings. $[(170 + 10)/60] \times 17 = 51$

Example 2: 3-unit Monday/Wednesday (32 meetings) lecture course taught during the full-semester. The class meets for 1.5 hours from 8-9:15 twice weekly (excluding holidays).

Calculation:

$$\text{Clock hours} = [(75+10)/60] \times 32$$

$$\text{Total clock hours equal } \mathbf{45.33}$$

In this example, the class meets on Mondays and Wednesdays with two holidays during the semester (32 meetings) from 8-9:15 (3 hours/week).

The calculation for the clock hours is the total meeting minutes per class (75 minutes, as determined by the *Instructional Hours Chart), plus 10 for passing, divided by 60 (number of minutes in an hour), multiplied by the number of meetings. $[(75 + 10)/60] \times 32 = 45.33$.

** please note if the same class meets Tuesday/Thursday there will be 34 meetings and the total clock hours equals 48.16

Example 3: 3-unit hybrid lecture course taught during the full-semester. The in-person portion of the class meets on 17 Tuesdays for 1.5 hours from 8-9:15.

Calculation:

$$\text{Clock hours in-person portion} = [(75+10)/60] \times 17 = 24.08$$

Clock hours online portion = $27 - (27/18) = 25.5$

Total clock hours equal **49.58**

In this example, the class meets on Tuesdays (17 meetings) for 1.5 hours from 8-9:15.

The calculation for the in-person portion of clock hours is equal to the total meeting minutes per class (75) plus 10 minutes for passing, divided by 60 (number of minutes in an hour) multiplied by the number of meetings. $[(75 + 10) / 60] \times 17 = \mathbf{24.08}$.

The calculation for the online portion of clock hours is to first deduct the flex hours from the online contact hours. $27/18 = 1.5$. In this example, 1.5 hours deducted from 27 (online contact hours) equals **25.5**.

The sum of the two calculations is the full number of clock hours for the course. $24.08 + 25.5 = \mathbf{49.58}$.

Example 4: 3-unit short term fully online class.

Calculation:

Due to no reductions in the number of meeting days (such as holidays) and no deductions due to Flex calendar

Clock hours = Contact hours = **54** hours (max hours available)

Example 5: 3-unit full term fully online class.

Calculation:

clock hours = 54×17

total Flex hours = $54/18 = 3$

total contact hours = **51**

In this example, the class is similar to Example 4, except there is a deduction due to the Flex calendar (3 hours).

Similarly, if the class had max clock hours of 72, the flex hours increase to 4 ($72/18 = 4$) and the contact hours are calculated to be 68 ($72 - 4 = 68$). If the class had a max clock hours of 90, the calculation changes to reflect the increased flex hours $90/18 = 5$.

*The Instructional Chart of Hours is mandated by the State Chancellor's Office