

**Shasta-Tehama-Trinity Joint Community College District
Shasta College Faculty Association/CTA/NEA
Successor Contract Negotiations
Comprehensive Proposal #2
March 9, 2020**

Introduction

The Shasta-Tehama-Trinity Joint Community College District ("District") and Shasta College Faculty Association/CTA/NEA ("Association") have engaged in successor contract negotiations for the collective bargaining agreement which expired on June 30, 2019. The District has prepared a comprehensive counterproposal for the Association's consideration. The comprehensive counterproposal presents all terms of the District's bargaining interests and is provided as a singular offer.

**Proposal: Section 1
Salary Schedule**

In consideration of the concerns stated by the Association regarding the District's initial salary schedule proposal, this proposal adds an option for uniform increases on the current salary schedule. The District remains willing and interested in revising the salary schedule to equalize the differences in steps and classes should the Association prefer that option. If requested, the District will provide a new counterproposal based on the revised salary schedule presented in the District's initial proposal, incorporating an approximately equal value as presented in the alternative below.

The District will cover the full costs of the announced State Teachers' Retirement System (STRS) contribution rate increases, which are 1.85% in 2019-2020, and 0.97% in 2020-2021. The District will also cover the full costs of all member raises due to class and step advancement.

Within 45 days after a tentative agreement is approved by the Association and the Board of Trustees, the District will increase full-time and part-time faculty salary schedules by six percent (6%).

Within 45 days after a tentative agreement is approved by the Association and the Board of Trustees, the District will increase its monthly maximum contribution towards the four tiers for group health benefits by five percent (5%). With the current member elections in medical plans and persons covered, this increase would result in \$71,698 in additional costs to the District, which is approximately equal to a 0.5% increase on the current full-time faculty salary schedules. To provide equal value to part-time faculty members, the District will increase the part-time faculty salary schedule by 0.5%, effective within 45 days after a tentative agreement is approved by the Association and the Board of Trustees.

Effective July 1, 2021, the District will increase the full-time faculty salary schedules by the state-funded COLA percentage (if the District receives COLA under the Student Centered Funding Formula), minus 0.5%. The District will increase its monthly maximum contribution towards the four tiers for group health benefits by an additional five percent (5%), in effect, applying 0.5% of COLA to full-time faculty benefits. The

District will increase the part-time faculty salary schedule by the state-funded COLA percentage (if the District receives COLA under the Student Centered Funding Formula).

For 2019-2020, the District's proposal on the full-time faculty salary schedule would result in Shasta College ranking as the 50th of 72 California Community College districts (CCD) in nominal salaries and 18th of 72 districts when adjusted for the estimated cost of living differences in each county, based on the highest non-Ph.D salary, on salary schedules in effect for each CCD in November, 2019. The District has evaluated the cost of living utilizing two sources, the MIT Living Wage Estimate for each county in California and the www.bestplaces.net cost of living estimates for each city in California. Utilizing the MIT data, Shasta County has a 13.72% lower cost of living than the average of all other counties in the state. Using the www.bestplaces.net data, the city of Redding has a 49.87% lower cost of living than the average of all other cities with a community college district in the state. The District believes this addresses the Association's interest in providing competitive wages for faculty when compared to other CCDs throughout the state and in pursuing the District's vision of being a nationally recognized model community college engaging its communities through innovation in student learning and growth.

The full, estimated additional increase in budgeted salaries for faculty (combining increases on the salary schedule and the value of increases in benefit contributions) would be 7%, plus the state-funded COLA on the Student Centered Funding Formula. Assuming a 2.8% funded COLA in 2021-2022, the total increase in faculty compensation would be 9.8%.

2019-2020 Full-time, 175-day Faculty Salary Schedule (6% increase):

STEP	CLASS I	CLASS II	CLASS III	CLASS IV*	CLASS V*
2	53,055.57	55,989.61	58,925.04	61,860.44	64,794.48
3	55,989.61	58,925.04	61,860.44	64,794.48	67,731.33
4	58,925.04	61,860.44	64,794.48	67,731.33	70,665.37
5	61,860.44	64,794.48	67,731.33	70,665.37	73,600.79
6	64,794.48	67,731.33	70,665.37	73,600.79	76,534.81
7	67,731.33	70,665.37	73,600.79	76,534.81	79,471.67
8	70,665.37	73,600.79	76,534.81	79,471.67	82,405.70
9	73,600.79	76,534.81	79,471.67	82,405.70	85,341.12
10	76,534.81	79,471.67	82,405.70	85,341.12	88,276.57
11		82,405.70	85,341.12	88,276.57	91,210.56
12			88,276.57	91,210.56	94,146.00
13					97,081.44
16	78,831.14	84,878.73	90,924.96	93,946.64	99,992.84
19	81,196.71	87,425.34	93,651.11	96,764.70	102,991.91
22	83,633.02	90,048.27	96,460.70	99,669.04	106,082.88
25	86,140.03	92,747.57	99,307.05	102,659.63	109,265.76
28	88,724.23	95,530.01	102,286.27	105,739.41	112,543.76

2019-2020 Full-time, 195-day Faculty Salary Schedule (6% increase):

STEP	CLASS I	CLASS II	CLASS III	CLASS IV*	CLASS V*
2	59,119.06	62,388.43	65,659.33	68,930.21	72,199.57
3	62,388.43	65,659.33	68,930.21	72,199.57	75,472.05
4	65,659.33	68,930.21	72,199.57	75,472.05	78,741.41
5	68,930.21	72,199.57	75,472.05	78,741.41	82,012.31
6	72,199.57	75,472.05	78,741.41	82,012.31	85,281.64
7	75,472.05	78,741.41	82,012.31	85,281.64	88,554.14
8	78,741.41	82,012.31	85,281.64	88,554.14	91,823.50
9	82,012.31	85,281.64	88,554.14	91,823.50	95,094.39
10	85,281.64	88,554.14	91,823.50	95,094.39	98,365.32
11		91,823.50	95,094.39	98,365.32	101,634.63
12			98,365.32	101,634.63	104,905.54
13					108,176.46
16	87,840.41	94,579.15	101,316.38	104,683.40	111,420.60
19	90,476.33	97,416.81	104,354.09	107,823.52	114,762.41
22	93,191.08	100,339.50	107,484.78	111,059.79	118,206.64
25	95,984.61	103,347.30	110,656.43	114,392.16	121,753.28
28	98,864.14	106,447.72	113,976.13	117,823.91	125,405.91

2019-2020 Part-Time Faculty Salary Schedules (6.5% increase):

Lecture

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
1	55.45	56.70	57.94	59.23	60.48
2	56.70	57.94	59.23	60.48	61.71
3	57.94	59.23	60.48	61.71	62.98
4	59.23	60.48	61.71	62.98	64.23
5	60.48	61.71	62.98	64.23	65.48
6	61.71	62.98	64.23	65.48	66.74
7	62.98	64.23	65.48	66.74	68.00
8	64.23	65.48	66.74	68.00	69.30

Lab/Activity/Clinical/Non-Credit

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
1	53.13	54.34	55.52	56.71	57.93
2	54.34	55.52	56.71	57.93	59.13
3	55.52	56.71	57.93	59.13	60.34
4	56.71	57.93	59.13	60.34	61.54
5	57.93	59.13	60.34	61.54	62.75
6	59.13	60.34	61.54	62.75	63.95
7	60.34	61.54	62.75	63.95	65.15
8	61.54	62.75	63.95	65.15	66.37

Non-Teaching/Non-Credit

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
1	48.71	49.82	50.91	52.01	53.13
2	49.82	50.91	52.01	53.13	54.23
3	50.91	52.01	53.13	54.23	55.32
4	52.01	53.13	54.23	55.32	56.43
5	53.13	54.23	55.32	56.43	57.54
6	54.23	55.32	56.43	57.54	58.65
7	55.32	56.43	57.54	58.65	59.73
8	56.43	57.54	58.65	59.73	60.87

To address the District's longstanding practice of awarding prior teaching experience for part-time employment in determining initial Step placement on the salary schedule and in the mutual interest of the District and Association in expanding the types of teaching experience considered for initial placement, the District agrees to retroactively apply the proposed language changes in Article 7, Section 7.2.1.2 to all members hired on or after July 1, 2016. All members hired on or after July 1, 2016 would be given an opportunity to submit verification of prior teaching experience and have their step placement for the 2019-2020 academic year advanced one step for each one year of full-time equivalent

experience, up to the number of steps that would have resulted in placement at step 11 of the salary schedule. No retroactive payment of wages will be made. In exchange for this consideration, the Association agrees to withdraw all grievances related to the awarding of prior teaching experience for initial salary placement active at the time of the Board of Trustee's ratification of this agreement.

Finally, the District will increase the life insurance benefit provided to full-time faculty members to a \$50,000 policy.

The District proposes the contract language changes to Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10 as stated in Section 2 of this proposal.

Proposal: Section 2

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ARTICLE 1.0 – CONDITIONS OF THE CONTRACT

ARTICLE 1.0 – CONDITIONS OF THE CONTRACT

1.1 AGREEMENT

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

1.2 UNIT STABILITY

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

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

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

1.3 TERM OF THE CONTRACT

1.3.1 The term of this agreement is July 1, 2019~~6~~, through June 30, 2022~~4~~~~8~~. Revision of this agreement may occur during the term by mutual written agreement only.

~~For 2017-2018, negotiations may be reopened on two articles of each party's choice with the exception of Article 7 (Wages and Benefits). Not later than April 15 of the calendar year in which this agreement expires, the Board's negotiator shall meet with the Association for the purpose of establishing a calendar of meeting dates for the year. This calendar can be modified by mutual consent.~~

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

Revision of this agreement may occur during the term by mutual agreement. Prior to April 15 of each year, either party may reopen negotiations, with respect to Article VII (Wages and Benefits), calendar, and two other articles of each party's choosing.

1.4 RATIFICATION

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

1.5 EFFECT OF AGREEMENT

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

ARTICLE 16.0 – PART-TIME REEMPLOYMENT PREFERENCE

1.6.1 PART-TIME REEMPLOYMENT PREFERENCE DEFINITION

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

1.6.24 PART-TIME BARGAINING UNIT MEMBER QUALIFICATIONS

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

1.6.32 REEMPLOYMENT POOL

- a. The District ~~shall~~must maintain a reemployment preference pool (Pool), which is designed to provide reasonable continuity, protection and predictability to both bargaining unit members and the District relative to the on-going process of making class assignments. This Pool shall be maintained and updated by the Human Resources Department.
- b. An instructional part-time bargaining unit member who has taught at least one (1) class per semester (fall or spring) for seven semesters, and earned "Meets" or better in each category on their second evaluation, ~~shall~~must be placed in the Pool. Evaluations ~~shall~~must be conducted as stated in subject to Article 5-40 of this Agreement.
- c. A non-instructional part-time bargaining unit member who has been provided an assignment of at least 90 hours per year for 3.5 consecutive years, and earned "Meets" or better on their second evaluation, ~~shall~~must be placed in the Pool. Evaluations ~~shall~~must be conducted as stated in subject to Article 5-40 of this Agreement.
- d. If, in an evaluation after placement into the Pool, the part-time bargaining unit member earns ratings below "Meets" in any category, the supervising administrator will determine if the member a) remains in the Pool, b) is removed from the Pool, or c) remains in the Pool pending completion of an improvement plan, which should take place within two semesters, but may be extended based on the availability of courses and the member's availability to be assigned courses. Upon completion of

Commented [GS1]: Propose moving Article 1.6 to a new, separate Article 16 and current Article 16 language to Article 17.

the improvement plan, the supervising administrator will make the final determination if the member will remain in the Pool. This final determination will include consideration of the part-time bargaining unit member's historical performance and performance during the improvement plan. If the member fails to complete the improvement plan within the timeframe stated in the plan, they must be removed from the pool.

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

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

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

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

1.6.43 ASSIGNMENT REQUEST PROCEDURE

- a. The Human Resources Department, Office of Instruction, or appropriate Division ~~will~~ must send part-time bargaining unit members a Part-time Assignment Availability and Request Form each semester and summer session. Part-time bargaining unit members ~~shall~~ must complete this form each semester and summer session. Non-instructional part-time bargaining unit members ~~will~~ must complete a Calendar Form requesting their assignment for each semester. Part-time bargaining unit members ~~shall~~ must be notified of the form due date at least ten (10) business days prior to the due date.
- b. Using the requests from the Assignment Availability and Request Forms submitted by the instructional part-time bargaining unit member, the Supervising Administrator ~~shall~~ must assign part-time bargaining unit members from the Pool at least one class and up to 67% of a full-time load, subject to the exceptions stated in section 16.5.
- c. Using the request from the Calendar Form submitted by the non-instructional part-time bargaining unit member the Supervising Administrator ~~must~~ shall assign non-instructional part-time bargaining unit members from the Pool up to 900 hours, subject to the exceptions stated in section 16.5.

1-6.54 REEMPLOYMENT PREFERENCE AND ASSIGNMENT

- 1-6.54.1** —Relative experience with relevant courses, currency of knowledge, qualifications, and program need will be considered in all assignments. The factors to be considered, in no order of priority, include, but are not limited to:
- Employee qualifications to carry out the assignment, including but not limited to pedagogical technologies training;
 - Expertise and/or demonstrated practical experience in specific requirements of the assignment;
 - Employee ability to use and expose students to current information, technology, and skills required in assignment;
 - Employee availability at time of need;
 - An employee's course assignment pattern over the previous four (4) semesters.
- 1-6.54.2** —Re-employment and assignment from the part-time hiring Pool ~~shall apply~~ to the assignment of part-time bargaining unit members only and is subject to the following exceptions, as determined by the District:
- The hiring of additional full-time bargaining unit members requiring a reduction in the number of available classes or work assignments to part-time faculty;
 - The need to fill the contract for a full-time bargaining unit member.
- 1-6.45.3** —Part-time assignments may be made on a conditional basis relating to enrollment, non-instructional needs, and/or budget with the understanding that changes may be made to the assignment before or after the start of the semester. ~~When and if changes are made to an assignment, the following shall apply:~~
- If a class is canceled before the start of the semester an alternate work assignment may be offered, if available;
 - Nothing in this provision entitles a part-time bargaining unit member to an alternative assignment or bumping rights;
 - 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 faculty prior to hiring external candidates.~~
- 1-6.54.4** When the District determines that more than one part-time bargaining unit member from the Pool would be equally qualified for a requested assignment based on considerations outlined in Section 1-6.45.1, ~~and subsections a., b., c., d. and e. above then the assignment will must~~ be based on seniority.
- If two or more part-time bargaining unit members have the same hire date, seniority placement ~~will must~~ 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 must be determined by lot. For non-instructional faculty hired on the same date, seniority placement must be determined by the total number of days of service since their hire date. If the total number of days of service is identical, their seniority standing must be determine by lot.
 - Should additional course sections become available, they ~~will must~~ be offered to unit members with the most seniority within the Faculty Service Area qualified to teach the course.

- c. Seniority ~~shall~~ must be determined by the original date of hire as a part-time faculty member in the department or similar unit, not prior service with the District as administrators or classified personnel. Full-time instructional faculty who retire and become part-time instructors-faculty within one year of retirement ~~will~~ must automatically enter the Pool. Their seniority placement ~~will~~ must be based on the total number of overloads taught in the last 3.5 years of teaching. For non-instructional full-time faculty who retire and become part-time faculty, seniority placement must be based on the total number of days of service in the last 3.5 years of service. Once they ~~faculty member has~~ been ~~re~~-evaluated as part-time faculty for the first time since retirement, they ~~will be~~ are subject to the same policies outlined in 1-6.23 above regarding their retention in the Pool. However, under no circumstances will a full-time member bump a part-time faculty member simply to retain an overload in the form of load banking or an extra pay assignment. The seniority list ~~will~~ must be updated and published by ~~Human Resources~~ the District at the end of each semester. This list ~~will~~ must include the faculty service areas for each member on the list. All assignments ~~will~~ must 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. ~~Or a~~ 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 removed from the Pool in accordance with section 1-6.23 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~~ must be their seniority date.

1-6.45.5 In all cases, part-time assignments ~~shall are~~ be temporary in nature, contingent on enrollment and funding, and subject to program changes, ~~and a~~ no part-time bargaining unit member ~~shall have~~ has reasonable assurance of continued employment at any point, irrespective of the status, length of service, or reemployment preference of that part-time, temporary faculty member.

1-6.5.65 Part-time coaching assignments are excluded from the provisions of this article.

1-6.5.67 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~~ must not be a deciding factor should a unit member apply for a full-time position with the district.

1-6.76 — 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), Ppart-time bargaining unit members ~~shall~~ must inform their Supervising Administrator, in writing, within ten (10) business days of receipt of the written proposed assignment ~~development of the initial schedule, if they are unable to accept a 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.

- 1 c. The Supervising Administrator ~~shall~~must notify the part-time bargaining unit
2 member when there is a change of assignment, loss of existing assignment, or lack
3 of any assignment. The part-time bargaining unit member may request a meeting
4 with the Supervising Administrator to discuss the change of assignment, loss of
5 existing assignment, or lack of any assignment. Part-time bargaining unit members
6 ~~shall be~~are subject to such assignments or change in assignment in the best
7 interests of the District.
8
- 9 d. Part-time bargaining unit members ~~shall~~must receive written confirmation of their
10 assignment as approved by the Supervising Administrator. Whenever possible,
11 notification ~~shall~~will be made at least six (6) weeks prior to the beginning of the
12 assignment.
13
- 14 e. Inability to take an assignment already agreed to ~~shall~~does not entitle the part-time
15 bargaining unit member to an alternative assignment for that semester.
16
- 17 f. A non-instructional assignment that has been offered to a bargaining unit member
18 may be cancelled by the District at any time before the first scheduled duty day for
19 the assignment or at any time during the term of the assignment if conditions arise,
20 as determined by the District, which make maintaining the assignment impractical.
21

22 **1.6.87 LEAVES OF ABSENCE**

23
24 A part-time bargaining unit member who is granted a leave under Article 6 ~~shall~~
25 maintains all rights provided for under this Article in the same manner as if that
26 employee had worked in his or her similar assignment rather than taking ~~a~~-leave. A part-
27 time bargaining unit member who is not granted ~~a~~-leave but who signs an agreement for
28 an assignment and then rescinds any or all of it less than one month prior to the
29 assignment beginning ~~will~~must lose Pool rights until the next evaluation, at which time
30 the unit member will be subject to the same policies outlined in 1.6.2 above regarding
31 their retention in the Pool.
32

33 ~~1.6.9 — This Article shall take effect for part-time faculty assignments beginning Spring 2019.~~

ARTICLE 2.0 – HOURS OF EMPLOYMENT

ARTICLE 2.0 – HOURS OF EMPLOYMENT

2.1 DEFINITIONS

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

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

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

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

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

2.1.2 Consecutive Hours of Employment – Those hours starting from the beginning of the first class of a given instructor until the ~~termination-conclusion~~ of his/her final class in any calendar day.

2.1.3 Days of Employment – The number of days of service for the academic year ~~shall be~~ 175 days. The number of days of service for ~~counselors-non-instructional faculty shall be~~ 195 days. There ~~shall be~~ 175 days of instruction each academic year.

2.1.4 Duty Year – The duty year shall start with the first instructional bargaining unit member duty day on the academic calendar and shall end for each individual bargaining unit member on the last duty day on the academic calendar, or with the submission of grades in June and the permission of the appropriate administrator(s) designated by the Superintendent/President. The duty year for ~~Counselors and other non-instructional faculty working on a 195-day contract~~ is July 1 through June 30. Each ~~Counselors and other non-instructional faculty will must~~ meet individually with ~~their~~ supervising administrator to mutually agree to a 195-day work year. By mutual agreement, any ~~195~~-days between July 1 and June 30 may be included in the duty year.

~~Counselors~~Non-instructional faculty ~~shall must~~ be ~~guaranteed~~provided a break of four consecutive weeks per calendar year, unless otherwise mutually agreed. Assignment agreements must be made and signed by both parties by February 15 of the preceding year. ~~Shasta College counselor and other non-instructional faculty~~ longevity will be considered in making schedule assignments, with senior faculty having the first choice of work schedules.

~~Each 195-day employee~~Non-instructional faculty ~~shall must~~ have the option of ~~taking as many duty days as necessary to achieve~~ at least a 14 calendar day break ~~at the end of the first semester. For the purpose of this section, "days between semesters" is defined as those commencingbegins with the first day~~ following the last day of finals of the fall semester ~~and before the first day of classes of the spring semester. Copies of these 195-day work assignment agreements shall must be filed with the 195-day provided to the non-instructional faculty member, employee,~~supervising administrator, and ~~the~~ Human Resources Office.

2.1.5 Instructional-related activities - "Instructional-related activities" must be performed by all full-time instructional faculty are recognized by the District as options to fulfill the required 12.5% of their workload for full-time instructional faculty (Article 4.4) beyond 75% for teaching duties and 12.5% for student conference hours. A full-time instructional faculty member ~~may be expected to must~~ perform participate in certain additional instructional-related activities in an academic year as approved or assigned by their supervising administrator. These activities include, but are not limited to, the followingCore instructional-related activities a full-time instructional faculty member may be assigned in any given academic year include, but are not limited to:

- Committee work (ad hoc, standing, ~~and~~ governance, and advisory)
- Participation in curriculum development and review within established cycles
- Participation in program review and area planning within established cycles
- Participation in selection committees
- Attending Division and Department meetings (see Article 2.2.11)
- Completing learning outcomes evaluations in excess of the hours granted through Flex Activities (see Article 4.5.1)

Activities that must not be counted towards instructional-related activities under this section include, but are not limited to:

- Activities required as part of a faculty member's assigned teaching load
- Activities counted toward step or class advancement in accordance with Article 7
- Activities for which a faculty member receives a stipend (including coordinator stipends), release time, reassigned time, FLEX credit in accordance with Article 7, or any other form of compensation.
- Overload assignments

Non-core activities may be counted towards individual FLEX requirements through mutual agreement with the supervising administrator, with approval from the Vice President of Instruction, and only after completion of assigned core activities.

2.1.6 Mentor Programfaculty - The purposes of the Mentor program are to communicate the ~~form and substance of the Shasta College~~District's culture, mission, and standard operating procedures; ~~ease~~facilitate the ~~transition of~~ new full-time probationary bargaining unit member's understanding of the into District's operations and expectations an unfamiliar environment; and ~~allow for their more rapid enhance the new employee's ability to make positive contributions to the District's community, operations, and culture efficiently and effectively. integration as contributing members of the college community. When possible, m~~Mentors are expected to

1 meet ~~weekly~~ with their mentees weekly. Procedures for the mentor program are provided in
2 Article 5, section 5.5.1.

3
4 ~~2.1.744.4~~ All full-time unit members, including those using distance education systems, shall
5 attend department and division meetings, program review meetings, scheduled FLEX days on
6 campus, and participatory governance meetings in accordance with Article 2 of this Agreement.
7 For full-time unit members providing service remotely through distance education systems and
8 other communication technologies, participation in the required activities may occur using video
9 and/or audio communication technologies so long as they participate equally with faculty
10 present in person.
11

12 13 14 **2.2 TERMS** 15

16 **2.2.1** It is the expressed intent of this Section to include only academic contract bargaining
17 unit members and regular bargaining unit members as defined in Education Code, Section
18 87601, (a) and (b), except those bargaining unit members employed on an hourly basis.
19

20 **2.2.2** The normal College business hours are 8 a.m. to 5 p.m., Monday through Friday.
21 Selected educational programs and services are offered, however, from 5 p.m. to 11 p.m. both
22 on- and off-campus, as well as on the weekend.
23

24 **2.2.3** Bargaining unit members whose duties are classroom instruction shall be on duty on a
25 College campus daily/weekly as much as is required to fulfill their teaching, office hour,
26 committee work, departmental professional functions, and other professional obligations.
27 Prorating of the duty hours based on the bargaining unit member load formula may be applied.
28 It is understood that instructional related activities may require additional hours off-campus to be
29 performed at the discretion of the bargaining unit member.
30

31 **2.2.4** Instructional activities shall be scheduled by each bargaining unit member as often as is
32 required to be effective at their assignment.
33

34 **2.2.5** A schedule including the bargaining unit member's approved class schedule and
35 providing for at least five (5) instructional hours (250 minutes) for student conference per week
36 shall be prepared by the bargaining unit member and placed on file with the supervising
37 administrator, Vice President of Instruction, and Admissions and Records Office. A copy will
38 also be placed on the bargaining unit member's office door. Student conference periods shall be
39 for a minimum of 30 minutes and shall be scheduled in a manner to best meet the needs of the
40 students. Bargaining unit members shall remain in their offices during the scheduled student
41 conference hours unless another arrangement has been approved in advance, and in writing, by
42 the appropriate supervising administrator. For instructors teaching online courses, one office
43 hour per week per online course may be held at a location other than the instructor's office,
44 provided it is regularly scheduled and clearly communicated with the supervising administrator
45 and students. This will apply only to classes taught entirely online or hybrid classes in which the
46 lecture portion of the class is done entirely online.
47

48 **2.2.6** Those bargaining unit members who are assigned full time to non-classroom
49 responsibilities shall be scheduled duties for an average of thirty-five (35) hours per week during
50 the contract year. ~~It is understood that n~~Non-classroom responsibilities ~~may~~ require a minimum
51 of five (5) additional hours ~~either on or~~ off-campus for non-classroom-related activities to be
52 performed at the professional discretion of the bargaining unit member. Any bargaining unit
53 member whose assignment encompasses both classroom teaching and non-classroom duties
54 will be assigned in accordance with the District Faculty Load Calculations.

1
2 **2.2.6.1** ~~Effective July 1, 1999, f~~Full-time counselors who work 195 days a year shall be entitled
3 to 195 hours of preparation time a year. The District may, at its option, schedule one-half (1/2)
4 hour of preparation time for up to forty-five (45) work days per contract year and no more than
5 two (2) hours of preparation in any one day at other times. ~~The first time a C~~counselors ~~who~~
6 teaches a course as part of their contract load, ~~they are~~may use ~~entitled to~~ one hour of
7 preparation time for each hour of instruction. Preparation time shall be on-campus duty time.
8 Time not scheduled for counseling appointments, preparation, meetings, or other appropriate
9 purposes shall be available for drop-in counseling.

10
11 ~~2.2.7—Bargaining unit members whose first day of paid service was prior to September 1,~~
12 ~~1989, will be assigned a major percentage of their instructional load between the hours of 8 am~~
13 ~~and 5 pm, Monday through Friday, whenever possible. If, because of special needs of the~~
14 ~~District, it becomes necessary to assign bargaining unit members at other times, such~~
15 ~~assignment will be made by mutual agreement between the bargaining unit member and the~~
16 ~~supervisor as evidenced by the unit member's signature on an official load report, or, if mutual~~
17 ~~agreement cannot be reached, the appropriate Vice President will make the assignment only~~
18 ~~after documenting all the alternatives considered and justifying the need for the assignment in~~
19 ~~writing. All loads so assigned will be considered in the District load policy. No such load will~~
20 ~~require daily scheduled classroom instruction spanning more than 7 hours unless (1) specifically~~
21 ~~requested in writing by the bargaining unit member and (2) approved in writing by the~~
22 ~~appropriate immediate supervisor.~~

23
24 **2.2.78** Bargaining unit members ~~whose first day of paid service was on or after September 1,~~
25 ~~1989,~~ will be assigned an instructional load according to the needs of the District. Such load
26 may include evening and weekend assignments on- or off-campus. All loads so assigned will be
27 considered in the District load policy. No scheduled hours for any regular assignment shall
28 exceed a nine (9) hour span for two consecutive days of instruction or a 12-hour span for one
29 day unless (1) specifically requested in writing by the bargaining unit member and (2) approved
30 in writing by the appropriate immediate supervisor.

31
32 **2.2.89** Whenever an evening assignment is made as part of load, no less than 12 consecutive
33 hours shall elapse between the end of the last assigned class on one day and the beginning of
34 the first assigned class on the next day unless (1) specifically requested in writing by the
35 bargaining unit member and (2) approved in writing by the appropriate immediate supervisor.

36
37 **2.2.940** For all bargaining unit members, all load assignments will be made in consultation
38 with the immediate supervisor and approved by the appropriate Vice President.

39
40 **2.2.104** All bargaining unit members are required to attend ~~staff~~ Division and Department
41 meetings scheduled by their supervising administrator ~~District Administration~~ unless excused in
42 writing and in advance of the meeting. Bargaining unit members may request to attend remotely
43 via video and/or audio communication technologies.

ARTICLE 3.0 – TRAVEL REIMBURSEMENTS

ARTICLE 3.0 – TRAVEL REIMBURSEMENTS

~~For full-time faculty, no travel reimbursement is not available paid for faculty members' travel to their faculty member's regular initial duty station each duty day. Faculty members required to use their personal automobiles for travel within or outside the District for assigned work are eligible for mileage reimbursement following the District's Administrative Policy 7400.~~

~~3.1.1 In the event that a full-time faculty member's assignment requires travel between two duty stations in a single day and the round-trip mileage is beyond 45 miles, the District shall reimburse the faculty member for the travel miles in excess of 45 miles, up to a maximum of 80 miles total. The distance is measured from city center to city center. Faculty members will be reimbursed for use of a personal automobile for work assignments at the prevailing IRS standard rate. Faculty members will be reimbursed for the most direct route of travel possible; miles driven beyond the most direct available route at the faculty member's discretion will not be eligible for reimbursement. If the faculty member does not leave from and/or return to their regular duty station, the total miles driven minus the regular commute miles shall be reimbursed.~~

~~3.1.2 In the event it becomes necessary to add a duty station to the workday of a full time faculty member, such additions shall must be discussed with the faculty member prior to finalization of the additional location. The supervising administrator shall attempt to reach mutual agreement with the faculty member before assigning an additional duty station. A decision for the additional assignment should be made by the bargaining unit member and supervising administrator by mutual agreement. If mutual agreement cannot be reached, after exploring alternatives, the least senior, available, and qualified faculty member will be assigned.~~

~~3.1.3 Beginning January 1, 2015, when a full-time faculty member has been assigned in writing by his or her supervisor to use his or her own vehicle to travel to district high schools from his or her duty station for job-related duties, the District will reimburse actual mileage from that duty station (and back to the duty station if applicable) at the IRS approved rate.~~

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

ARTICLE 3.0 – TRAVEL REIMBURSEMENTS

1
2
3
4

~~3.3 — Mileage payments described above will be at the IRS approved rate.~~

ARTICLE 4.0 – WORKLOAD

ARTICLE 4.0 – WORKLOAD

4.1 BARGAINING UNIT MEMBER LOAD CALCULATION

4.1.1 The semester load for regular full-time teaching faculty 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 ~~adjunct-part-time~~ faculty shall be sixty-seven percent (67.00%).

All loads for regular full-time and part-time teaching faculty 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
6.0	40.00

- Each weekly composition lecture hour in ENGL 190, ENGL 196, ENGL 1A, and ENGL 1AH per 18 week semester (480 annual) = 7.5% (100% ÷ 13.33 hrs/week = 7.5%) effective with the 2007-08 academic year.
- Each lab/activity hour per week per 18 week semester (720 annual) = 5.0% (100% ÷ 20 hrs/week = 5.0%)
- Each non-directed lab (nursing) hour per week per 18 week semester (720 annual) = 5.0% (100% ÷ 20.0 hrs/week = 5.0%)
- Each non-credit class hour per week per 18 week semester (900 annual) = 4.0% (100% ÷ 25 hrs/week = 4.0%)
- A class size factor will be applied to lecture classes as follows:
 - For class sizes of 51-69, multiply the lecture hour credit by 1.10.
 - For class sizes of 70-89, multiply the lecture hour credit by 1.25.
 - For class sizes of 90 to 119, multiply the lecture hour credit by 1.40.
 - For class sizes of 120 or more, multiply the lecture hour credit by 1.55.
 - Only one large class will be allowed without the recommendation of the supervising administrator and approved by the Vice President of Instruction.
 - The large class size factor will be determined at census.

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

1
2

1
2 **4.1.3** The number of weekly hours in each category will be the number of hours obtained from
3 the course outline divided by eighteen (18).
4

5 **4.2** Each full-time faculty member will have a load bank. The intent of the load bank is to
6 allow faculty members to manage fluctuations in load between semesters without a negative
7 impact on service credit for the state retirement system and ensure appropriate payment for
8 teaching. The balance shall be reported each semester on a Faculty Load Form, to be signed
9 by the faculty member and supervising administrator no later than three weeks after the census
10 date.
11

12 **4.2.1** Each semester, the load bank balance will be updated by adding the amount of the
13 member's load percentage minus 100%. A load bank balance credit is the amount by which the
14 balance exceeds 0%. A load bank balance deficit is the amount by which the balance is less
15 than 0%.
16

17 **4.2.2** When a faculty member's load bank balance reaches ~~either a positive or negative~~
18 ~~balance of 20% or greater, that faculty member's schedule will be adjusted~~ the supervising
19 ~~administrator may adjust the member's schedule to eliminate the balance in a subsequent~~
20 ~~semester or the District may pay the faculty member at the part-time faculty lecture hourly rate~~
21 ~~for the amount of the load credit, accordingly within a two-semester period of time.~~
22 ~~If the faculty member's load is not adjusted to 100% or higher, the accumulated load bank~~
23 ~~balance deficit will not exceed 25%. The amount of the credit or deficit for this purpose will not~~
24 ~~exceed 25%. If a faculty member's load bank balance is greater than 25%, the faculty member~~
25 ~~will be paid at the adjunct faculty lecture hourly rate for the amount of the credit.~~
26

27 **4.2.2.1** Whenever a bargaining unit member is underloaded, the District may assign up to the
28 required average as defined in Section 4 herein; or if the underload is due to insufficient
29 enrollment, the District may then reassign any full-time bargaining unit member to another
30 instructional area or division.
31

32 **4.2.2.2** If the above bargaining unit member cannot qualify for reassignment, the District will
33 establish a program for retraining which enables such reassignment. The retraining program
34 may be conducted through the professional growth program, or at the District's discretion,
35 through the utilization of the special sabbatical leave for retraining as set forth in Article 6.2.2.2.
36

37 **4.2.2.3** Whenever a faculty member's load bank balance deficit exceeds 25%, the supervising
38 administrator must adjust the member's schedule to eliminate the deficit within two semesters.
39 The faculty member and supervising administrator may mutually agree to extend this timeframe
40 due to the faculty member's need or due to enrollment and student need. The mutual
41 agreement must be stated in writing. If the adjustment is not made to bring the load balance
42 deficit under 25% within two semesters, or the mutually agreed timeframe, the faculty member's
43 deficit will be capped at 25% and the faculty member will only be required to make up the 25%
44 deficit in future semesters under section 4.2.2.1. Faculty members will be reported to the state
45 retirement system with a full year of service credit for each year of service under this article as
46 long as they comply with the provisions of this article.
47

48 **4.2.3** All faculty loads and load bank balances ~~should~~must be reported to the Faculty
49 Association ~~no later than the end of the ninth week of each semester upon request.~~ The Faculty
50 Association may request loads and load bank balances twice a year, once in fall and once in the
51 spring semesters.
52

53 **4.2.4** ~~Effective Spring 2013, if a faculty member leaves the Faculty Association bargaining~~
54 ~~unit, or District employment, or retires, any negative load bank balance is erased and the faculty~~

1 ~~member has no obligation to compensate the District based on the negative balance. Any~~
2 ~~positive balance will be paid to the faculty member upon leaving the bargaining unit.~~
3

4 **4.2.45** An over-load assignment is a separate, voluntary assignment requested by the faculty
5 member in addition to the member's assigned load that requires a separate contract. The
6 member is compensated at the ~~adjunct part-time~~ hourly rate.
7

8 ~~4.2.56 Instructional Division b~~Bargaining unit members and supervising administrators shall be
9 responsible for determining and establishing appropriate class size by mutual consent.
10

11 **4.2.56.1** The voluntary consent of the bargaining unit member shall be required to exceed
12 established class size. Over-enrollment will be facilitated by the bargaining unit member's use
13 of over-enrollment ~~cards~~procedures.
14

15 **4.2.56.2** The number of students in laboratory sections shall not exceed the number of
16 established stations and/or available equipment or teaching aides.
17

18 ~~4.2.67~~ All faculty members ~~shall must~~ be notified in writing at least three (3) weeks in advance
19 of the publishing of the course schedules for the ensuing academic period. Each faculty
20 member ~~shall must~~ meet with ~~his/her~~their immediate supervisor to modify or otherwise alter
21 ~~their~~such schedule as necessary and to adopt a mutually acceptable final schedule for that
22 academic period. The class schedule must be approved by the Vice President of Instruction.
23

1 **4.2.67.1** If a bargaining unit member is not satisfied with the proposed schedule for the
2 bargaining unit member's assignment, the bargaining unit member may appeal the schedule by
3 giving a written notice of appeal to his/her Division. Such appeal must be filed within five (5)
4 calendar days of receipt of the proposed schedule. The appeal shall be on a form agreeable to
5 the District and the Association and shall include the original schedule, the bargaining unit
6 member's requested schedule, and the bargaining unit member's reasons for requesting a
7 schedule change.
8

9 **4.2.67.2** Concurrently with the written notice to the supervising administrator, the bargaining
10 unit member shall request that the Association appoint a member to a "Schedule Appeal
11 Committee." This committee shall consist of the member appointed by the Association, a
12 member appointed by the supervising administrator and a third member selected by the
13 Association's representative and the District's representative.
14

15 **4.2.67.3** Within ten business (10) days of receiving the appeal, the Schedule Appeal
16 Committee shall meet to consider, discuss, and/or investigate the appeal. The y committee will
17 provide a written copy of its~~their~~ conclusions and recommendations to the appealing bargaining
18 unit member and the supervising administrator. Unless appealed under Article 4.2.67.4, the
19 schedule recommended by the committee shall be the schedule for the bargaining unit member
20 in the following academic period. If the Schedule Appeal Committee fails to provide conclusions
21 and recommendations prior to the publishing date of the course schedules, the schedule
22 proposed by the supervising administrator must be accepted by the bargaining unit member.
23

24 **4.2.67.4** If either the bargaining unit member or the supervising administrator does not
25 accept the recommendations of the Schedule Appeal Committee, ~~he or she~~they may appeal the
26 proposed schedule to the Vice President of Instruction. The appeal must be submitted in writing
27 within seven (7) calendar days. The Vice President of Instruction, who shall must make the final
28 decision ~~about~~on the class schedule. If the Vice President of Instruction does not accept the
29 Schedule Appeal Committee's recommendation, the Vice President will provide written
30 justification for the necessity for the schedule to the committee within ten (10) business days.
31

32 ~~4.2.78 Whenever a bargaining unit member is underloaded, the District may assign up to the~~
33 ~~required average as defined in Section 4 herein; or if the underload is due to insufficient~~
34 ~~enrollment, the District may then reassign any full-time bargaining unit member to another~~
35 ~~instructional area or division.~~
36

37 ~~If the above bargaining unit member cannot qualify for reassignment, the District will establish a~~
38 ~~program for retraining which enables such reassignment. The retraining program may be~~
39 ~~conducted through the professional growth program, or at the District's discretion, through the~~
40 ~~utilization of the special sabbatical leave for retraining as set forth in Article 6.2.2.2.~~
41

42 **4.2.89** Bargaining unit members assigned online courses shall ~~be expected to~~ fulfill their
43 professional responsibilities, such as attending division and department meetings, program
44 review meetings, scheduled flex days on campus, and ~~shared-participatory~~ governance
45 meetings, and serving on campus/college committees. Instructional faculty who do not maintain
46 an online presence or fulfill their professional responsibilities may have their online load reduced
47 by their supervising administrator.
48

49 **4.3** Faculty Coordinators shall be defined as follows:
50

51 **4.3.1** Faculty Coordinators: Full-time, part-time, retired, or Emeritus Instructional faculty who
52 assist department dean with the instructional aspects of coordinating a department. Retired or
53 Emeritus Instructional faculty can only be considered for the position if no full-time faculty are
54 interested in the position for that year. Retired or Emeritus faculty must have been employed

1 with the District as instructional faculty within the prior three years to be eligible to serve as a
2 Faculty Coordinator.

3
4 **4.3.2** Faculty Coordinators are selected at the beginning of each academic year or may be
5 selected at the end of the previous academic year to serve the following year.

6
7 ~~**4.3.32.1**~~ -Faculty Coordinators will be selected each year using an election process within
8 each department. If there is only one qualified volunteer ~~he or she~~they will be selected by a
9 faculty dean. If two or more qualified faculty volunteer for the position during the same academic
10 year, a secret ballot vote shall be held using email or other online surveys to select the Faculty
11 Coordinator. All department full-time and part-time department members are eligible to vote. All
12 Faculty Coordinator appointments are subject to final approval by the Vice President of
13 Instruction.

14
15 ~~**4.3.2.2** Probationary and Temporary faculty are not eligible to serve as Faculty Coordinators.~~
16 ~~Probationary and Temporary faculty who are Faculty Coordinators as of December 1, 2013, are~~
17 ~~not affected by this article.~~

18
19 ~~**4.3.2.3** Retired or Emeritus Instructional faculty can only be considered for the position if no full~~
20 ~~time faculty are interested in the position for that year and discontinued instructional service~~
21 ~~from Shasta College is for no more than 3 years.~~

22
23 ~~**4.3.34** Faculty Coordinators will hold the position for one academic year and will be~~
24 ~~compensated at a rate outlined in 7.3.4.1. Faculty Coordinator work assignments are a~~
25 ~~separate, compensated work assignment from the faculty member's instructional load and~~
26 ~~cannot be used to fulfill individual FLEX or the instructional-related duty requirements stated in~~
27 ~~Section 2.1.5.~~

28
29 ~~**4.3.5** The supervising administrator and selected Faculty Coordinator must mutually agree to~~
30 ~~the work assignments to be performed during the year. Work assignments which cannot be~~
31 ~~resolved between the supervising administrator and selected Faculty Coordinator may be~~
32 ~~appealed by either party to the Vice President of Instruction, who must resolve, in writing, the~~
33 ~~final work assignments.~~

34
35 ~~**4.3.6** The District is responsible for establishing the total budget available for Faculty~~
36 ~~Coordinator duties for each Division by July 1st of each academic year. The District will consider~~
37 ~~at least the following factors in establishing the budget for each Division:~~

- 38
39
 - Total number of full-time, part-time, and contingent faculty
 - Total number of degrees requiring Coordinator-led program review
 - Total number of advisory committees
 - Total number of FTEs
 - Reported Faculty Coordinator work hours

40
41
42
43
44
45 ~~**4.3.6.1** The approved number of Faculty Coordinators and total amounts paid may vary for each~~
46 ~~Division, but must not total more than \$7,500 for 250 hours of work per year, unless an~~
47 ~~exception is approved by the Vice President of Instruction.~~

48
49 ~~**4.3.6.2** Each Division must develop protocol for the establishing the number of Coordinator~~
50 ~~positions within the division and the estimated number of work hours each position will be~~
51 ~~allocated. The determination must utilize the factors listed in Section 4.3.6.~~

52
53 ~~**4.3.6.3** Faculty Coordinators must track and report their work hours each semester for data~~

collection purposes. The District will review the total hours worked to inform budget allocations in future academic years.

~~4.3.4—All Faculty Coordinator work assignments are mutually agreed to by the Faculty Coordinator and the department Dean. Any disputes arising relative to workload will be reviewed and settled by the Vice President of Instruction and the President of the Faculty Association.~~

~~4.3.5—Faculty Coordinator positions may be broken into fractions. Based on division demands, a Supervising Administrator may assign different faculty a percentage of the total annual job. As an example, through mutual consent, a Supervising Administrator may allocate 75% of a Faculty Coordinator's responsibility and pay to one faculty member, and the remaining 25% may be allocated to another.~~

~~4.3.6—A full-time Faculty Coordinator is expected to work on the average of 90 hours per semester.~~

4.4 Part-Time temporary faculty parity shall be defined as follows:

4.4.1 Instructional Faculty: Instructional faculty's annual salaries compensate them for work; 75% of which is devoted to teaching, preparation, and grading; 12.5% devoted to office hours, and 12.5% for curriculum development, meetings, course outcome reporting, area planning, program review, and other instructional-related ~~professional~~ activities.

Parity pay rates shall be calculated as follows:

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

- Divided by 525 hours to determine the hourly rate for lecture classes (15 hours per week per 17.5 week semester).
- Divided by 467 hours to determine the hourly rate for composition lecture ENGL 190 and ENGL 1A classes effective with the fall 2007-08 academic year (13.33 hours per week per 17.5 week semester).
- 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).

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

Parity rates shall be calculated as follows:

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

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

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

4.5.1 Mandatory Flex Days: Subject to the calendar setting process, the District and Association will negotiate Flex Days in which all full-time instructional faculty must attend all scheduled flex day activities, or alternative activities as approved by their supervising administrator and the Vice President of Instruction, at a location determined by the District. Full-time faculty must be present or in an approved leave status on the mandatory flex days.

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

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

4.5.1.32 ~~No pre-approved flex activity will be removed from the public list unless mutually agreed by the District and the Faculty Association. And 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.

4.5.2 Flex Projects Initiated by Faculty: These are personal, student, and/or instructional improvement activities proposed by faculty member(s) which need previous approval by the Division Dean.

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

4.5.2.2 The District will provide an ~~simple~~ electronic form (see Appendix G_1) to facilitate the submission of project approval requests to the appropriate Dean. All faculty members must use the form to submit project approval requests. Requests which are not submitted on the required form cannot be approved and any projects completed without prior approval must not be counted.

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

1 **4.5.3.1** In the eventuality that the Dean denies approval of a flex activity project presented by a
2 faculty member(s), the reasons for the denial should be set in writing and signed by the Dean on
3 the same project approval request form before being returned to the originating member(s). If
4 the faculty member(s) whose project is denied for flex credit is not satisfied with the reasons
5 provided by the Dean, he/she(they) can request the Association to appoint a "Proposal Appeal
6 Committee" for review and arbitration, and notify the Division that such action is taken.

7
8 **4.5.3.2** When the bargaining unit member opts for the appeal process following a flex project
9 denial, he/she should notify the Division Dean of the decision. Within five (5) working days
10 (defined in accordance with 10.2.3) of the member's request, a Proposal Appeal Committee will
11 be constituted, comprised of three members: a member appointed by the Association, a
12 member appointed by the supervising administrator and a third member selected by the
13 Association's representative and the District's representative.

14
15 **4.5.3.3** Within ten (10) working days of receiving the appeal, the Proposal Appeal Committee
16 shall meet to review, discuss, and decide on the issue. They will provide a written copy of their
17 conclusions to the appealing bargaining unit member and the supervising administrator. Their
18 decision will be considered final.

19
20 **4.5.4** The Office of Instruction will provide ~~the~~ faculty members with ~~the~~ updated information
21 regarding the number of flex hours completed to allow them to correct for any deficiency within
22 the operative calendar year.

23
24 **4.5.5** Intellectual property with potential commercial value developed by faculty as a result of
25 flex activities will be treated in accordance with the stipulations of Article 15 of this contract
26 (Intellectual Property Rights).

27
28 **4.5.6** The District will provide a form on which faculty will certify completion of flex activities by
29 June 30 of each year with final signed approval of the supervising administrator. The Office of
30 Instruction will maintain these records for auditing purposes. If any faculty member does not
31 complete the required flex activities in a given year, the hours below the required number will be
32 deducted from accumulated sick leave. If there is not enough accumulated sick leave, the
33 faculty member must make up the deficient hours within the first six months of the following
34 year. If the faculty member fails to complete the required flex activities, and does not have
35 sufficient leave for the uncompleted flex hours, within the established timeframes, the faculty
36 must repay the overpayment of wages due to the lack of work performed, the District will report
37 the faculty member's failure to complete a full service year to the state retirement system.

ARTICLE 5.0 – EVALUATION POLICY

ARTICLE 5.0 – EVALUATION POLICY

5.1 INTRODUCTION

The District shall evaluate bargaining unit members on a uniform basis. The primary function of evaluation is to maintain a high level of professional competence and to improve the educational process. Probationary (contract or tenure-track)~~Contract~~ bargaining unit members shall be evaluated each semester each year; regular bargaining unit members shall be evaluated at least once every three academic years; and part-time and temporary bargaining unit members shall be evaluated within the first year of employment and at least once every six semesters that the employee renders service. The Vice President of the division in which the faculty member works will typically supervise the overall evaluation process.

The full criteria for evaluation for all full-time faculty are established in the Faculty Evaluation Summary Report for teaching Faculty (Appendix B-2) and the Non-Instructional Faculty Evaluation Summary Report for non-teaching faculty (Appendix B-3). The full criteria for evaluation for part-time faculty are established in the Evaluation Summary Report for Part-Time Faculty (Appendix C). The criteria for evaluation shall be as set forth in the Evaluation Summary Report, Appendix B, which is attached hereto and incorporated herein by reference.

~~See Appendix B-1, B-2, B-3. Also, see Appendix B-4 and B-5 for Improvement Guidelines and Plan.~~

5.2 DEFINITIONS

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

5.2.1 ~~For the purpose of this Article, "contract i~~**Probationary Instructor**~~" means 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. A contract "probationary instructor" is a probationary employee. A "contract instructor" is commonly referred to as "probationary faculty" at Shasta College.~~

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

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

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

5.2.54 "Appropriate administrator" means a supervising administrator, ~~or~~ an administrator senior to the supervising administrator in the chain of command, or another administrator assigned by the appropriate Vice President or Superintendent/President..

5.2.65 "Supervising Administrator" means the administrator with primary responsibility for evaluating the unit member. ~~(T~~his definition applies throughout this collective bargaining agreement-).

5.2.76 "Personnel File" ~~–There~~refers to the formal file maintained by the ~~college-District~~ related to the person's employment.

ARTICLE 5.0 – EVALUATION POLICY

5.2.87 "Evaluation File" ~~—refers to~~ any documents associated with evaluation of performance related to contract responsibilities. The evaluation file shall be considered as part of the ~~overall~~ ~~Personnel File~~.

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

5.2.9. "Evaluation Tenure Review Committee" is a committee for probationary (contract or tenure-track) faculty comprised of two peer faculty members and the supervising administrator. ~~for regular bargaining unit members is a committee comprised of one peer faculty member and the supervising administrator.~~

5.2.10 "Evaluation Committee" ~~for regular bargaining unit members is a committee comprised of one peer faculty member and the supervising administrator. The evaluation committee for part-time faculty is a committee comprised of one peer faculty member and the supervising administrator. The evaluation committee~~ for temporary bargaining unit members is a committee comprised of one to ~~two~~ ~~three~~ peer faculty members and the supervising administrator.

5.3 PROCEDURAL RIGHTS

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

- ~~Electronic and/or paper copies~~ ~~Transmission~~ of written evaluations and assessments ~~to the bargaining unit member.~~
- ~~An Opportunity to submit a written response for the bargaining unit member to react or respond in writing to the written~~ evaluation and assessment.
- ~~Notification of the supervising administrator's recommendation~~ ~~To know the recommendation of the supervisor.~~
- ~~Written Notification in writing~~ of unsatisfactory performance ~~in any area of the evaluation, including a statement of the improvements necessary to achieve satisfactory performance.~~ ~~recommended improvements.~~
- ~~Provision of a~~ Assistance to improve performance ~~through a Plan for Improvement.~~
- Upon request, representation by ~~the~~ ~~an available~~ Association ~~representative~~ at any conference concerning an evaluation.

5.4 INSTRUMENTS FOR THE EVALUATION OF ~~TEACHING~~ UNIT MEMBERS

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

~~Each s~~Supervising administrators will orient ~~his/her~~ ~~their~~ division members to be evaluated near the beginning of the ~~school~~ ~~academic~~ year or semester of evaluation. ~~For teaching faculty, this will be within the first three (3) weeks whenever possible. They supervising administrator will must:~~

ARTICLE 5.0 – EVALUATION POLICY

- a. Acquaint bargaining unit members with the ~~College's-District's~~ total program of bargaining unit member evaluation (i.e., philosophy, objectives, staff responsibilities, procedures and processes, and evaluative instruments, ~~etc.~~);
- b. ~~Make clear~~ Clearly state to ~~whom the~~ bargaining unit members ~~to whom they are~~ chiefly/primarily responsible for their evaluation and retention; ~~and~~
- c. Advise ~~the~~ bargaining unit members of any ~~particulars concerning specific~~ professional responsibilities which might influence their ~~bargaining unit members'~~ evaluations.
- ~~c.d.~~ Provide the regular bargaining unit members with the division's schedule for conducting evaluations.

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

5.4.1 ~~5.4.1~~ — STUDENT ~~OPINION SURVEY~~ EVALUATIONS

5.4.1.1 ~~— Student evaluations are conducted through Student Opinion Surveys. The surveys are conducted upon request by the supervising or appropriate administrator. For teaching faculty, ~~the~~~~ the objective of student evaluation is to:

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

For teaching and non-teaching faculty, the objective of student evaluation is to:

- a. ~~Provide feedback the~~ Give a basis for the bargaining unit members, and supervising administrators will use to communicate for the purpose of maintaining an strong effective and equitable instructional/educational program.
- b. Provide an official performance record for ~~Become an official part of~~ the bargaining unit member's confidential evaluation file for use in the overall evaluation process.

5.4.1.2 The ~~Research Office~~ appropriate Vice President or designee shall ~~coordinate perform~~ the work of distributing, collecting, and compiling the ~~reports from the~~ Student Opinion of ~~Teaching Surveys~~ for the bargaining unit member being evaluated and shall:

- a. ~~Assure~~ Ensure the responses ~~will remain confidential/anonymous~~ and the ~~eat~~ procedures for gathering information are clear and consistently followed.
- b. Oversee the distribution and collection of Student Opinion ~~of Teaching forms~~ Surveys to/from for all classes taught by teaching faculty and to students served by non-teaching faculty ~~the bargaining unit member being evaluated.~~
- c. Summarize the Student Opinion ~~of Teaching form~~ Survey data, maintaining confidentiality.
- d. Submit ~~student comment forms~~ electronic records of the Student Opinion Surveys and tabulated form results to the supervising administrator ~~via email~~. The supervising administrator shall provide the ~~written student comments~~ Student Opinion Surveys as well as ~~with~~ the tabulated results and written comments to the bargaining unit member ~~as soon as possible upon submission of semester grades (generally, before the start of the next term, unless extenuating circumstances require additional time).~~

ARTICLE 5.0 – EVALUATION POLICY

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

5.4.1.3 Criteria for student evaluation of teaching faculty:

The Student Opinion Surveys ~~An evaluation instrument will be used which includes~~ for teaching faculty will include the following criteria and will be designed appropriately for the nature and modality of the class in such a way to reflect the nature of the class (i.e., lab, activity, lecture, online, etc.):

- a. Were the course objectives clearly distributed, explained, and fulfilled?
- b. Were the grading assignments, required materials, and other ~~miscellaneous~~ course materials appropriate?
- c. Are the requirements appropriate for fulfilling the course objectives and unit value for the course?
- d. Was the course useful and practical for the student?
- e. Was the material organized and presented in a clear, ~~interesting~~ effective, and meaningful manner?
- f. Was the classroom atmosphere appropriate for learning (i.e., ~~were as~~ the students free to express ~~his/her~~ their views; ~~was did~~ the bargaining unit member engage in professional communication ~~courteous~~; did the bargaining unit member stimulate intellectual curiosity)?
- g. Was the student able to receive adequate out-of-class assistance from the bargaining unit member?
- h. Did the bargaining unit member adequately and consistently perform ~~attend to~~ the mechanical aspects of the class (i.e., returning papers quickly, starting class on time, etc.)?

See Appendices B-6 and B-7 for the student opinion instruments for teaching faculty.

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5.4.1.4 ~~For non-teaching bargaining unit members, An~~ appropriate student opinion instrument using criteria related to the job description ~~must~~may be used for evaluation ~~of non-teaching bargaining unit members. See Appendices B-8 through B-12 for student opinion instruments for non-teaching faculty.~~

5.4.1.5 ~~For teaching faculty, A~~all class sections ~~must~~may be included in the Student Opinion Survey collection process, ~~unless there is excluded from the STOT collection process with the mutual consent between~~of the instructor and the supervising administrator.

5.4.2 ADMINISTRATIVE AND PEER WORKSITE OBSERVATIONS

Worksite observations should be based on a typical work session of 50 minutes or longer for instructional faculty and 30 minutes or longer for non-instructional faculty. A work session may include a lecture, lab, counseling appointment, workshop, orientation, or any other worksite activity representative of the faculty member's overall work requirements as determined by the supervising administrator. When a faculty member has been granted release time or reassigned time, the supervising administrator may approve observation of work activities performed as part of the release and/or reassigned time. All worksite observations must be recorded on the appropriate observation form (see Appendix B-1).

For the purposes of ensuring accuracy and consistency in all peer observations, the Institutional Tenure Review Committee (ITRC) will develop in-service peer evaluator training with input from the Academic Senate. This training must be conducted by the ITRC for all new Tenure Review Committees. All other peer evaluators must complete in-service peer evaluator training at least once every three years, unless they have completed the TRC training during the previous three years. This procedure will be supervised by the appropriate administrator but will involve other administrators and Division Deans.

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

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

5.4.2.13 Each supervising administrator or ~~other~~peer evaluator ~~should~~must adhere to the following criteria ~~as he/she when~~ completing ~~each classroom-worksite~~ observation report; ~~hence, his/her actual classroom observations should be guided by these criteria and the report should:~~

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

b.a. Conclusions and suggestions ~~Be are~~ based ~~upon~~ the full context of the total observation.

c.b. ~~Be in terms of~~ Observations, conclusions, and suggestions address observable behavior. Judgments of teaching-worksite performance ~~should~~refer to behavior as recorded in the report.

d.c. Conclusions and suggestions are ~~Avoid observations which cannot be~~ supported by specific instances or generally accepted criteria of good-effective educational practices (e.g., reports ~~should cannot reflect be based on~~ disagreements over theories of teaching

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methods and procedures where the methods and procedures in question are commonly used and appropriate to the purposes of the class or worksite observation).

~~e.d. Worksite observations must follow the guidelines developed in consultation with the Academic Senate for the specific course or worksite being observed. The classroom observation will be recorded on the appropriate observation form (see Appendix B-4).~~

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

a. During the conference the bargaining unit member ~~shall~~ must be allowed to read ~~and react to~~ the observation report and provide verbal and written responses.

b. ~~Both The bargaining unit member's strengths and possible weaknesses areas for improvement must be addressed will be considered. Any eSpecific suggestions as to recommended for~~ improvement ~~should~~ must be included in the report.

c. Upon conclusion of the conference, the observation report shall be signed both by the bargaining unit member and the evaluator. The bargaining unit member shall have the opportunity to present ~~his/her~~ their own comments in writing within ten ~~(10)~~ working business days on the substance of the report. Any comments will be attached to the evaluation file. Signing the report does not necessarily indicate that the evaluated unit member agrees with the report, but only that ~~he/she/they~~ have received and read the report. The bargaining unit member will receive a copy of the signed report.

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

~~e.—~~
~~in the case of evaluation of probationary unit members, sent to the chairperson of the Individual Tenure Review Committee and become part of the Evaluation Summary Report, or;~~

~~f.d. in the case of evaluation of regular (tenured) unit members, part-time or full-time temporary unit members, kept by the supervising administrator and become part of the Evaluation Summary Report submitted in a sealed envelope to the supervising administrator for inclusion in the semester evaluation packet.~~

5.4.3 SEMESTER SUMMARY REPORTS

Each evaluation shall be summarized in a semester summary report. At the end of the fall term, the Faculty Evaluation Summary Report (Appendix B-2) must be used for probationary and temporary full-time teaching faculty. At the end of the fall term, the Non-Instructional Faculty Evaluation Summary Report must be used for all probationary and temporary full-time non-teaching faculty (Appendix B-3). At the end of the spring term, the Narrative Summary Report (Appendix B-5) must be used for all probationary and temporary full-time faculty. At the end of the semester of evaluation, the Faculty Evaluation Summary Report (Appendix B-2 or B-3) must be used for all tenured faculty. At the end of each semester, the Evaluation Summary Report for Part-Time Faculty (Appendix C) must be used for all part-time faculty. Copies of the signed semester summary reports must be provided to all faculty who have been evaluated.

5.4.4 PLAN FOR IMPROVEMENT

The supervising administrator may assign a remediation plan using the Plan for Improvement guidelines and form in Appendices B-4 and B-5.

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5.4.5 OTHER INFORMATION

The supervising administrator ~~having responsibilities for evaluation must should~~ observe the following guidelines regarding the use and content of the ~~evaluation semester summary~~ reports and other data gathered as part of the evaluation:-

~~5.4.5.3.1~~ ~~_____ A summary of~~ Should data be collected which adversely affects the bargaining unit members being evaluated, ~~the nature of this data should be known to him/her must be provided so in order that he/she they~~ may ~~implement required and make the~~ recommended improvements.

~~5.4.5.3.2~~ ~~_____ Supervising administrators may use data and information obtained from any individual with direct knowledge of the faculty member's conduct and performance, but the individual must give written permission for the administrator to use the data and information. This does not apply to District employees responsible for conducting evaluations of the faculty member. No data should be collected from sources not having responsibilities for evaluation unless those sources have knowledge that the information will be used in the evaluation process and give their written permission for the materials to be used for evaluating purposes.~~

~~5.4.5.3.3~~ ~~_____ To be considered valid and used in an evaluation, All~~ written complaints which may be regarding a faculty member ~~detrimental to the evaluation of a bargaining unit member should not be considered valid unless~~ must meet the following criteria: 1) the ~~nature of the~~ complaint or criticism ~~has been~~ must be signed as a complaint or criticism by the originating source; ~~and~~ 2) the bargaining unit member ~~has must been~~ given an opportunity to ~~react~~ 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 file. Student evaluations will be utilized in the summary form.~~

~~5.4.3.4~~ ~~_____ The faculty member must give written permission for the use of audio and video recording devices to collect information for the evaluation and semester summary report. Only with the written permission of the bargaining unit member may the evaluation summary report be based upon information obtained by using a videotape or other recording device in the classroom or worksite.~~

5.5 EVALUATION PROCEDURE FOR PROBATIONARY (TENURE TRACK) BARGAINING UNIT MEMBERS

~~5.5.1~~ This section describes the ~~evaluation~~ procedures to be followed for a probationary ~~(tenure track)~~ bargaining unit member ~~to achieve tenure~~. No probationary unit member, including an administrator reassigned under the District's Administrator Retreat Rights policy, shall be granted tenure without complying with these procedures. Tenure will require completing ~~the entire four-year process~~ four Evaluation Summary reports.

5.5.1 MENTORS

~~Each p~~ Probationary unit members serving under ~~his/her~~ their first contract shall be assigned a mentor ~~by the supervising administer and confirmed by the Academic Senate~~. A mentor may be assigned to ~~at the~~ probationary ~~bargaining~~ unit member during the second and third contracts when requested by either the ~~Individual~~ Tenure Review ~~Committee~~, or the Institutional Tenure Review Committee, ~~or the appropriate Vice President. The appropriate Vice President shall have the authority to assign a mentor during the second and/or third contract years. Meetings will ideally take place in person, but may take place by phone or other audio or video conferencing technology. The mentor should be a tenured faculty member.~~

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5.5.2 INDIVIDUAL TENURE REVIEW COMMITTEES

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

5.5.2.1 The Committee shall be composed of the supervising administrator for the bargaining unit member and ~~three~~two (2) tenured faculty ~~from the Faculty Service Areas and appointed by the supervising administrator. The supervising administrator for the probationary unit member serves as the chair, unless an alternate is approved by the appropriate Vice President. In the event that the Faculty Service Area does not have three tenured members available, tenured faculty from other Faculty Service Areas may be appointed. Each Individual Tenure Review Committee shall be chaired by the supervising administrator for the probationary unit member.~~ The ~~c~~Chair serves as~~will be~~ a participating member of the ~~Individual~~ Tenure Review Committee.

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

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

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

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

5.5.3 PROCEDURES FOR THE ~~INDIVIDUAL~~ TENURE REVIEW COMMITTEE

5.5.3.1 Prior to the First Meeting:

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

5.5.3.2 ~~At the beginning of each semester, the~~ ~~The teaching faculty~~bargaining unit member being evaluated ~~shall must~~ provide each ~~committee~~team member with all ~~First Day Handouts (or syllabi)~~, including course objectives, grading policy, references and materials required, assignment procedures, practices and other pertinent materials about the course that the bargaining unit member being evaluated chooses to add. At any time prior to completion of the evaluation, the committee may request assignments, exams, or other course materials, including examples of graded work, to evaluate the integrity of the course and validate evaluation conclusions. ~~In the case of a Non-teaching bargaining unit members, the member~~

ARTICLE 5.0 – EVALUATION POLICY

being evaluated shall submit a sample of objectives and description of work assignments from the rating period as requested by the supervising administrator.

5.5.3.23 First Meeting:

The Tenure Review Committee shall meet prior to conducting any observations. At the first meeting of each semester, the Tenure Review Committee shall meet without the probationary unit member to develop proposed goals and objectives for the probationary unit member. The goals and objectives must be reviewed, and may be revised, each semester. The supervising administrator may provide copies of the probationary unit member's previous evaluation to the committee members. The Tenure Review Committee will ask the probationary unit member to join the first meeting following the development, review, and revisions of goals and objectives. The Committee will present the goals and objectives to the probationary unit member during the first meeting each academic year. The Committee will discuss the procedures and timelines for the evaluation with the probationary unit member. The chair of the Tenure Review Committee shall describe and provide the member with the procedural rights according to Section 5.3.

5.5.3.3 Student Evaluations:

The ~~Research Office~~ appropriate Vice President or designee shall coordinate the collection of student evaluations according to Section 5.4.1 and provide the results to the Individual Tenure Review Committee ~~in by the 13th week of the semester in which the evaluation takes place~~ October of each year.

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

5.5.3.45 Classroom/Worksite Observations:

The appropriate administrator and each faculty committee member of the Tenure Review Committee ~~must~~ shall make conduct at least one class or worksite observation ~~in each semester in accordance with 5.4.2-3 each semester~~ and complete the appropriate observation form (see Appendix B-1). ~~Additional observations may be conducted at the discretion of the supervising administrator. Whenever possible, 1) Every attempt will be made for the evaluators will to observe different class sections or courses; worksite activities; 2) and to spread observations will be completed between the over at least fourth and tenth weeks of the semester. In the case of probationary non-teaching bargaining unit members, worksite observation shall occur in academic activities, classes, or group sessions.~~

5.5.3.56 Second Meeting:

~~During the second meeting of each semester, the Tenure Review Committee shall meet without the probationary unit member to~~ Upon completion of the classroom/worksite observation visits and individual meetings, the Individual Tenure Review Committee, as a whole, shall prepare the draft of the Evaluation Summary report. In the fall semesters, the Evaluation Summary report in Appendix B-2 or B-3, as appropriate, must be completed. In spring semesters, the Individual Tenure Committee Narrative Summary form in Appendix B-5 must be completed ~~may prepare a narrative summary using the form in Appendix B-2. The summary reports must be based primarily on findings from the observations and the student evaluations. The Tenure Review Committee may ask the probationary unit member to join the second meeting once the summary report is complete or may hold a subsequent meeting with the probationary unit member~~ Subsequent to this meeting, the Tenure Review Committee shall meet with the bargaining unit member being evaluated to discuss all matters pertinent to their his/her evaluation, including the draft of the final evaluation semester summary report. The evaluation

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will then be placed in final form. The probationary unit member shall have the opportunity to present their own comments in writing on the evaluation's substance within ten (10) business days of receiving the written report. Any comments received will be attached to the evaluation file. The supervising administrator may schedule additional meetings as needed to complete the draft semester summary report.

5.5.3.7 Recommendation

~~Prior to February 1 of the last academic year covered by the existing contract, the Individual~~ The Individual Tenure Review Committee shall make a recommendation to the Institutional Tenure Review Committee (ITRC) by January 31st of the last academic year covered by the probationary unit member's current contract.

5.5.3.7.1 ~~If the~~For probationary bargaining unit members ~~s-is~~ working under ~~his or her~~ their first full-year contract, the Committee shall elect one of the following alternatives:

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

5.5.3.7.2 ~~If the~~For probationary bargaining unit members ~~s-is~~ working under ~~his or her~~ their second contract, the Committee shall elect one of the following alternatives:

- a. Not enter into a contract for the following academic year.
- b. Enter into a contract for the following two academic years.

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

- a. Employ the probationary employee as a tenured employee for all subsequent academic years.
- b. Not employ the probationary employee as a tenured employee.

5.5.3.7.4 ~~In the event that the Individual~~When the Tenure Committee cannot reach consensus, it may forward ~~both~~ a majority and minority recommendation to the Institutional Tenure Review Committee (ITRC). Each recommendation will include a rationale for the recommendation. Minority recommendations are not required when the Tenure Committee cannot reach consensus. When a minority recommendation is not received, the ITRC must rely solely on the majority recommendation.

5.5.4 INSTITUTIONAL TENURE REVIEW COMMITTEE

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

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

5.5.4.3 Annually, the ITRC Institutional Tenure Review Committee shall must provide in-service peer evaluator training for members of Individual new Tenure Review Committees in accordance with 5.5.2.3. The ITRC must also provide in-service training for all other peer evaluators in accordance with 5.4.2.

~~If the ITRC shall must~~ initiate action to remove Individual Tenure Review committee members who have not met the training requirement, described in section 5.5.2.3 by recommending to the Senate for confirmation a replacement committee member. The replacement member recommended must complete shall be someone who has received peer evaluator training prior to joining the Tenure Review Committee, unless they have completed the training within the previous three years.

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

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

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

5.5.4.6 Prior to February 15 of each year, the Institutional Tenure Review Committee ITRC shall make submit a written recommendation concerning each probationary unit member to the Superintendent/President. If the For probationary unit members is working under his or her their first, second, or third contract as defined by Education Code Sections 87608-87609, the Committee may take any of the following actions:

- a. Determine the Tenure Review Committee has followed that appropriate and consistent procedures have been followed by the Individual Tenure Review Committee.
- b. Return the recommendation to the Individual Tenure Review Committee with suggestions for further action.

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

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

5.5.5 SUPERINTENDENT/PRESIDENT'S RECOMMENDATION AND GOVERNING BOARD ACTION

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

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

5.5.6 APPEAL TO THE INSTITUTIONAL TENURE REVIEW COMMITTEE

If ~~at the~~ probationary unit member feels ~~their~~that an Individual Tenure Review Committee 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 the ~~Institutional Tenure Review Committee~~ ~~(ITRC)~~ in writing within thirty (30) calendar days of receiving the final evaluation report. The ITRC will ~~review~~hear the information, ~~and determine whether the Tenure Review Committee 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, findings and recommendations, and negotiate a resolution of the complaint. If the complaint cannot be resolved through this procedure,~~ The probationary unit member may ~~must~~ appeal the ITRC's determination under Section. 5.5.7. Appeal to the ITRC ~~shall~~must not be used to delay or prolong any timelines of Education Code Section 87610.1. If the ITRC believes the appeal is intended to prolong the timelines, it will issue its recommendation to the Superintendent/President as described in Section 5.5.5.

5.5.7 APPEAL TO ARBITRATION

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

5.5.8 BREAK IN SERVICE

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

5.6 EVALUATIONS FOR PERMANENT, TENURED BARGAINING UNIT MEMBERS

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

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

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

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

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

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

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

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

5.6.1 PROCEDURES FOR THE EVALUATION COMMITTEE~~SELECTION OF PEER EVALUATORS~~

5.6.1.1 Evaluation Committee:

~~The evaluation committee will consist of the supervising administrator and one peer evaluator. Peer evaluators will be selected by mutual agreement between the person to be evaluated and the supervising administrator. If the unit member has legitimate concerns about the selected peer evaluator'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 supervising administrator. The Vice President shall review the unit member's concerns and either confirm the selected peer evaluator or appoint a different peer evaluator. Absent mutual agreement, the Academic Senate Executive Board shall have final determination as to the selection of a peer evaluator.~~

5.6.1.2 For instructional faculty, the peerAn evaluator must be a tenured full-time member of the Shasta College faculty ~~from the member's Division~~, if available.

5.6.1.3 The peerAn evaluator may elect to do ~~only no more than~~ two tenured faculty evaluations per year and refuse additional assignments. The peer evaluator may ~~also~~ refuse a specific evaluation assignment after discussion with the supervising administrator, ~~whereif there is a personal conflict exists. A faculty member may not serve as a peer evaluator for a faculty member who has evaluated them within the prior two calendar years.~~

5.6.1.4 All peer evaluators ~~must shall have~~ completed a ~~District-sponsored-the~~ in-service peer evaluation training ~~session specifically designed for evaluators and developed in accordance with 5.4.2. All peer evaluators must complete the training every three years~~ in concert with the Senate.

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5.6.1.5 Peer evaluators ~~must~~^{should} review the entire Evaluation Policy relating to instructors ~~and confirm they have completed the review to their supervising administrator.~~

5.6.1.6~~2~~ PREPARING FOR THE EVALUATION~~EVALUATION PROCESS:~~

Each supervising administrator must orient the tenured faculty members to be evaluated within the first five (5) weeks of the school year first day of classes of the semester of evaluation. The supervising administrator must:

- a. Acquaint bargaining unit members with the College's total program of bargaining unit member evaluation (i.e., philosophy, objectives, staff responsibilities, procedures and processes, evaluative instruments, etc.);
- b. Make clear to the bargaining unit members to whom they are chiefly responsible for their evaluation and retention;
- c. Advise the bargaining unit members of any particulars concerning professional responsibilities which might influence the bargaining unit members' evaluations; and
- d. Provide the member with the procedural rights according to Section 5.3.

This orientation may take place in person, by phone, by email, or via another audio or video communication technology. The supervising administrator may request documents related to the work assignment, counseling notes, educational plans, student assignments, exams, or other course materials, including examples of graded work, to evaluate the integrity of the course and validate evaluation conclusions. The tenured faculty member must provide a list of instructional-related activities from the previous three years that align with Section VII of the Evaluation Summary Report. The criteria for evaluation must be as set forth in the appropriate Faculty Evaluation Summary Report (see Appendices B-2 and B-3).

5.6.1.7 Student Evaluations:

The appropriate Vice President of Instruction ~~shall~~ or designee must coordinate the collection of Student Opinion Surveys according to Section 5.4.1 and provide the results to the supervising administrator by the 13th week of the semester in which the evaluation takes place.

5.6.1.8 Worksite Observations:

Each member of the evaluation committee must complete at least one class or worksite observation in accordance with 5.4.2 and complete the appropriate observation form (see Appendix B-1). Additional observations may be conducted at the discretion of the supervising administrator. Whenever possible, 1) evaluators will observe different class sections or worksite activities; 2) observations will occur over at least a four-week period during the semester; 3) observations will be completed between the fourth and tenth weeks of the semester. ~~Worksite observations for probationary non-teaching members shall occur in academic activities, classes, or group sessions.~~

5.6.1.9 Evaluation Meeting:

The supervising administrator must complete a draft of the appropriate Evaluation Summary report (see Appendices B-2 and B-3) by the end of the 15th week of the semester in which the evaluation takes place. The report must be based upon observable results as evidenced in the observations, student evaluations, and procedural and professional responsibilities detailed in

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the Evaluation Summary form. The bargaining unit member may request that the peer evaluator be present for the conference.

Upon completion of the Evaluation Summary, the report must be signed both by the regular bargaining unit member and the supervising administrator. 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 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 regular bargaining unit member must receive a copy of the signed report.

Should there be actions necessary to improve performance subsequent to the outcome of the evaluation, the supervising administrator and bargaining unit member will set up a plan for improvement following Article 5.7. The evaluation will be finalized by the end of the semester in which the evaluation takes place whenever possible. When the evaluation cannot be completed during the current semester, the supervising administrator must notify the appropriate Vice President of Instruction and Associate Vice President of Human Resources. The appropriate Vice President or Associate Vice President of Human Resources will notify the Faculty Association in writing, including a timeline for completing the evaluation. The evaluation must be completed by the end of the following semester. In the event the faculty member is unavailable to receive the final evaluation during the timelines stated in this section, the supervising administrator may finalize the evaluation without the faculty member's signature. Upon the faculty member's return, they may submit comments to the evaluation within ten (10) business days of receipt of the final evaluation. The evaluation process of the permanent, tenured unit members will be in accordance with Section 5.4.

5.7—EVALUATION SUMMARY REPORT

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

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

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

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

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1 indicate that the evaluated bargaining unit member agrees with the report, but only that he/she
2 has read the report.

3
4 ~~5.7.4~~ The original signed Evaluation Summary Report and supporting material will be kept in
5 the bargaining unit member's official personnel file. The regular bargaining unit member will
6 receive a copy of the signed report.

7
8 ~~5.7.5~~ Should there be necessary actions subsequent to the outcome of the evaluation, then
9 the supervising administrator and bargaining unit member will set up a plan as per Article 5.9.

10
11 **5.8 – EVALUATION PROCEDURE FOR REGULAR NON-TEACHING UNIT MEMBERS**

12
13 Each non-teaching regular bargaining unit members will be evaluated by his/her immediate
14 supervising administrator. A written evaluation will be prepared incorporating the following
15 features:

16
17 ~~5.8.1~~ The criteria for evaluation shall be as set forth in the Evaluation Summary Report
18 attached as Appendix B-3.

19
20 ~~5.8.2~~ A conference will be held to discuss the evaluation of job performance. During the
21 conference:

22
23 a. The non-teaching bargaining unit member shall be allowed to read and react to the
24 performance report.

25
26 b. Both strengths and weaknesses should be considered. Any specific suggestions as to
27 how possible difficulties could be remedied shall be discussed.

28
29 c. Upon conclusion of the conference, the observation report should be signed by the non-
30 teaching bargaining unit member and the evaluator. The non-teaching bargaining unit
31 member shall have the opportunity to present comments in writing on the substance of
32 the report. Signing the report does not necessarily indicate that the non-teaching
33 bargaining unit member agrees with the report, but only that the report has been read.
34 The non-teaching bargaining unit member will receive a copy of the signed report.

35
36 d. The original copy of each observation report should be kept at the appropriate
37 administrator office after each conference.

38
39 ~~5.8.3~~ The observation reports will become part of the Evaluation Summary Report.

40
41 **5.79 ACTIONS SUBSEQUENT TO THE EVALUATION OF REGULAR UNIT MEMBERS**

42
43 ~~5.79.1~~ Where the unit member is required to improve performance, the supervising
44 administrator shall provide a remediation plan using the Plan for Improvement guidelines and
45 form in Appendices B-4 and B-5. The goal and intent of the Plan for Improvement ~~Every effort~~
46 ~~will be made~~ is to eliminate areas of deficiencies in the regular bargaining unit member being
47 evaluated. A timeline for successfully implementing required actions must be stated in the Plan.
48 Subsequent evaluation procedures must be established by the supervising administrator to
49 review the unit member's progress. ~~eliminating these deficiencies will be established with further~~
50 ~~evaluation procedures set up.~~

51
52 ~~5.79.2~~ In the event serious deficiencies remain after the evaluation process, and documented
53 attempts have been made to resolve these deficiencies, regular bargaining unit members will be
54 subject to disciplinary action primarily upon the grounds described in Education Code Section

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87732 but only through the processes described in the Education Code or other legal provisions.

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

5.810 EVALUATION PROCEDURES FOR PART-TIME TEMPORARY UNIT MEMBERS

~~This section describes the procedures to be followed for part-time bargaining unit members. Evaluations of part-time bargaining unit members will conform to the following procedures.~~

5.810.1 CLASSES SIX WEEKS OR LONGER IN LENGTH

~~**5.940.1.1** Evaluation shall be in the first semester and then at least once every six semesters that the employee renders service. The peer evaluation process shall must be utilized and an administrative visitation and/or observation may also be utilized. Student evaluationsOpinion Surveys shall must be conducted according to Section 5.4.1. For part-time teaching faculty, if the class is less than six (6) weeks in length, Student evaluationsOpinion Surveys will be administered only if deemed necessary by the appropriate administrator. The peer review process shall be on a departmental or divisional basis.~~

5.8.1.2 Evaluation Committee:

~~The evaluation committee will consist of the supervising administrator and one peer evaluator. Peer evaluators will be selected by the supervising administrator. If the unit member has legitimate concerns about the selected peer evaluator'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 supervising administrator. The Vice President shall review the unit member's concerns and either confirm the selected peer evaluator or appoint a different peer evaluator.~~

~~The peer evaluator must be a full-time member of the Shasta College faculty. The peer evaluator must have undergone at least one evaluation cycle before they can participate as an evaluator. The part-time bargaining unit member being evaluated may request or the supervising administrator may require a second observation by a different peer evaluator. The supervising administrator shall select the second evaluator. The unit member may address any concerns with the selected evaluator following the procedure described above.~~

~~All peer evaluators must complete the peer evaluator training session in accordance with 5.4.2. All peer evaluators must complete the training every three years. Peer evaluators must review the entire Evaluation Policy relating to instructors and confirm they have completed the review to their supervising administrator.~~

5.8.1.3 Preparing for the Evaluation:

~~Each supervising administrator must orient the part-time faculty members to be evaluated within the first five (5) weeks of the school yearfirst day of classes of the semester of evaluation. The supervising administrator must:~~

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

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- b. Make clear to the bargaining unit members to whom they are chiefly responsible for their evaluation and retention;
- c. Advise the bargaining unit members of any particulars concerning professional responsibilities which might influence the bargaining unit members' evaluations; and
- d. Provide the member with the procedural rights according to Section 5.3.

This orientation may take place in person, by phone, by email, or via another audio or video communication technology. The supervising administrator may request documents related to the work assignment, counseling notes, educational plans, student assignments, exams, or other course materials, including examples of graded work, to evaluate the integrity of the course and validate evaluation conclusions. The criteria for evaluation shall be as set forth in the Evaluation Summary Report for Part-Time Faculty (Appendix C).

5.8.1.4 Student Evaluations:

The appropriate Vice President or designee must coordinate the collection of Student Opinion Surveys according to Section 5.4.1 and provide the results to the supervising administrator in the last quarter of the semester in which the evaluation takes place.

5.8.1.5 Classroom/Worksite Observations:

The peer evaluator must make at least one class or worksite observation in accordance with 5.4.2 and complete the appropriate observation form (see Appendix B-1). The observation must be completed between the fourth and tenth week of the semester. Any exception to this timeline must be approved in writing by the appropriate Vice President.

5.8.1.6 Evaluation Summary for Part-Time Faculty:

The supervising administrator shall complete the Evaluation Summary Report for Part-Time Faculty by the end of the 15th week of the semester in which the evaluation takes place. The report must be based upon observable results as evidenced in the observations, student evaluations, and procedural and professional responsibilities as detailed in the Evaluation Summary Surveys.

Upon finalization of the Evaluation Summary, the report must be signed both by the part-time bargaining unit member and the supervising administrator. The part-time 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 must be attached to the evaluation 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 part-time bargaining unit member must receive a copy of the signed report. The evaluation will be finalized by the end of the semester in which the evaluation takes place whenever possible. When the evaluation cannot be completed during the current semester, the supervising administrator must notify the appropriate Vice President and Associate Vice President of Human Resources. The Vice President or Associate Vice President of Human Resources will notify the Faculty Association in writing, including a timeline for completing the evaluation. The evaluation must be completed by the end of the next semester in which the unit member is employed. In the event the faculty member is unavailable to receive the final evaluation during the timelines stated in this section, the supervising administrator may finalize the evaluation without the faculty member's signature. Upon the faculty member's

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return, they may submit comments to the evaluation within ten (10) business days of receipt of the final evaluation. Peer evaluation will include the following components:

1. Any peer evaluator is defined as a faculty member of the division or department.
2. The peer evaluator will be selected by mutual agreement between the peer evaluator and the supervising administrator and confirmed by the Academic Senate Executive Board.
3. In the event that the person being evaluated or the supervising administrator requests a second peer evaluation, the person being evaluated may recommend a second evaluator from a divisional list of three names. That selection must be confirmed by the Academic Senate Executive Board.

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

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

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

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

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

5.914 EVALUATION PROCEDURES FOR FULL-TIME TEMPORARY UNIT MEMBERS

This section describes the evaluation procedures to be followed for full-time temporary bargaining unit members. Temporary bargaining unit members are employed in accordance with Education Code Section 87470, 87471, 87478, 87480, 87481, or 87482. The unit member must be evaluated each semester of the first year of contracted services and at least once every three (3) years thereafter. In accordance with Education Code 87481, temporary unit members who become probationary faculty members will have one year of their previous service with the District applied to their tenure process

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provided: a) they have been employed with the District full-time the previous year, working at least 75% of the number of days of a full-time position, and b) their evaluation process has been consistent with that of a probationary faculty member. If these conditions have been met, and the temporary unit member gains a probationary position, they will begin the tenure process in their second contract.

5.11.1 FREQUENCY OF THE EVALUATION

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

5.9.1.2 PROCEDURES FOR THE EVALUATION COMMITTEE EVALUATION TEAM

The evaluation committee shall consist of the supervising administrator and one to two tenured faculty members. ~~The evaluation shall be conducted by a Term Evaluation Committee consisting of the temporary unit member's supervising administrator and one to three tenured faculty members serving in the same or similar discipline as the temporary unit member.~~ The number of peer members will be decided at the discretion of the supervising administrator, which for teaching faculty will be in an effort to complete cover observations of as many different courses as possible of the temporary unit member's assigned load. If the unit member has legitimate concerns about the selected peer evaluators' 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 supervising administrator. The Vice President shall review the unit member's concerns and either confirm the selected peer evaluator(s) or appoint a different peer evaluator(s). A faculty mentor will be assigned to the temporary unit member by the supervising administrator to facilitate the transition of the new temporary unit faculty member into the culture, mission, and procedures of Shasta College (as per Section 5.5.1).

5.9.1.2 Preparing for the Evaluation:

During the first semester of service, all members of any newly constituted evaluation committee must participate in in-service peer evaluator training specifically designed for evaluators and developed by the ITRC.

At the beginning of each semester, instructional temporary unit members being evaluated must provide each committee member with all syllabi, including course objectives, grading policy, references and materials required, assignment procedures, practices and other pertinent materials about the course that the bargaining unit member being evaluated chooses to add. At any time prior to completion of the evaluation, 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. The chair must provide the member with the procedural rights according to Section 5.3. A first meeting may be conducted at the discretion of the supervising administrator. The criteria for evaluation must be as set forth in the appropriate Faculty Evaluation Summary Report (see Appendices B-2 and B-3).

5.9.1.3 Student Evaluations:

The appropriate Vice President or designee must coordinate the collection of Student Opinion Surveys according to Section 5.4.1 and provide the results to the supervising administrator by the end of the 13th week of the semester in which the evaluation takes place.

5.9.1.4 Worksite Observations:

The appropriate administrator and each faculty committee member of the evaluation committee must conduct at least one class or worksite observation each semester in accordance with 5.4.2 and complete the appropriate observation form (see Appendix B-1). Additional observations may be conducted at the discretion of the supervising administrator. Whenever possible, 1) evaluators will

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observe different class sections or worksites; 2) observations will occur over at least a four-week period during the semester; 3) observations will be completed between the fourth and tenth weeks of the semester. ~~Worksite observations for temporary non-teaching members shall occur in academic activities, classes, or group sessions.~~

5.9.1.5 Evaluation Meeting:

By the end of the 15th week of each semester, the evaluation committee shall meet without the temporary unit member to prepare the draft Summary report. In the fall semesters, the Evaluation Summary must be completed (see Appendices B-2 or B-3). In spring semesters the Narrative Summary form in Appendix B-5 must be completed. The semester Summary reports shall be based primarily upon findings from the observations and the student evaluations. The evaluation committee may ask the probationary unit member to join the evaluation meeting once the summary report is complete, or may hold a subsequent meeting with the unit member, to discuss all matters pertinent to their evaluation, including the draft of the semester Summary report. The evaluation will then be placed in final form. The temporary instructor 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 file. The supervising administrator may schedule additional meetings as needed to complete the draft Summary report. ~~The selection and confirmation of the members of the Term Evaluation Committee will adhere to the guidelines of Section 5.5.2 unless explicitly modified within this Section. The supervising administrator will act as the Chair of the Term Evaluation Committee.~~

5.11.3 GOALS AND OBJECTIVES

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

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

5.11.4 EVALUATION PROCEDURE

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

EVALUATION SUMMARY REPORT

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

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

5.11.5 MISCELLANEOUS

5.10-6.4 GRIEVABILITYGrievability

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

5.11 PERSONNEL FILES

5.11.1 ~~Before~~ Prior to placing any derogatory information ~~is inserted into~~ the official personnel file ~~for a bargaining unit member, the appropriate administrator must offer the member an opportunity to meet to, a conference will be held between the bargaining unit member and the appropriate administrator to~~ review the concern in detail.

Any written derogatory information to be included in the personnel file must be ~~channeled through approved by~~ the Superintendent/President or the appropriate Vice President prior to placing the information into the official personnel file. The, and 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 opportunity to respond, in writing. ~~The~~is written ~~response~~comments shall be included in the personnel file.

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6.1 DEFINITIONS

6.1.1 Immediate Family

- a) ~~the bargaining unit member's spouse or registered domestic partner, children or legal dependents, mother, father, step-parents, aunt, uncle, grandmother, grandfather, or a grandchild of the bargaining unit member or of the spouse of the bargaining unit member and.~~
b) ~~The bargaining unit member's the spouse's or registered domestic partner's, children or legal dependents, sister, brother, son, son-in-law, daughter, daughter-in-law, step-child, niece, nephew, brother-in-law, or sister-in-law.~~
a)c) ~~brother, or sister of the bargaining unit member, or aAny foster child or any relative living in the bargaining unit member's immediate household of the bargaining unit member.~~

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

6.2 LEAVES AND TRANSFER POLICIES

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

6.2.1 SHORT-TERM LEAVES

6.2.1.1 Absences

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

6.2.1.2 Bereavement Leave

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

6.2.1.3 Witness and Jury Duty

A leave of absence will be granted any bargaining unit member when he/she has been called for jury duty in the manner provided by law. The Board shall grant such leaves of absence with pay up to the amount of the difference between the bargaining unit member's regular earnings and any amount received for jury or witness fees.

ARTICLE 6.0 – LEAVES

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

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

- a. A suitable substitute is obtained by the District, and the District is reimbursed by the professional expert witness for the cost of the substitute.
- b. That the bargaining unit member meets his/her 30-hour obligation.

6.2.1.4 Personal Necessity

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

~~6.2.1.4.1 Death of a member of the faculty member's immediate family when additional leave beyond the leave provided in 6.2.1.2 is necessary.~~

~~6.2.1.4.2 Accident; illness; medical appointment; attorney, court, or a related legal appointment; or school-initiated parent/legal guardian appointment involving the faculty member or a member of their immediate family.~~

~~6.2.1.4.3 Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.~~

~~6.2.1.4.4 Written verification from an appropriate authority may be required by the District at any time.~~

6.2.1.5 Military, National Guard, and Reserve

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

6.2.1.6 Personal Illness and Injury

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

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- 1 equal to the proportion of a normal ten-month contract the faculty member is
2 employed.
3
- 4 b. Credit for this leave of absence is provided annually at the beginning of each ~~school~~
5 ~~year~~faculty member's contract year; and may be taken at any time during the
6 contract year. If the entire leave of absence entitlement is not utilized during the
7 contract year, the remaining days shall be allowed to accumulate from year to year
8 with no limit on the number of days which may be accumulated.
9
- 10 c. Any bargaining unit member who has been employed by the District for one or more
11 contract years and who accepts an academic position in another California
12 Community College ~~District~~ shall be eligible to transfer their accumulated days of
13 leave of absence for illness or injury in accordance with Section 87782 of the
14 California Education Code.
15
- 16 d. Bargaining unit members ~~desiring sick leave allowance~~ are required to submit a
17 written absence report within two (2) working days after return to duty to use their
18 sick leave allowance.
19
- 20 e. If the absence exceeds five (5) working days, the bargaining unit member shall ~~be~~
21 ~~required to~~ provide a physician's written verification of illness and a release to return
22 to duty.
23
- 24 f. Bargaining unit members who are absent from less than one full day of duties on
25 account of illness less than one (1) day but from three (3) to five (5) hours shall be
26 charged for one-half day sick leave. Absence less than three (3) hours shall not be
27 charged as long as scheduled assignments are not missed. When scheduled
28 assignments are missed for less than three hours, sick leave will be deducted for
29 each hour of the scheduled assignment missed, must use sick leave to account for
30 the number of hours of duty missed.
31
- 32 g. Bargaining unit members may use their sick leave for parental leave for up to 12
33 workweeks. Parental leave may be taken incrementally or consecutively, but must be
34 taken within 12 months following the date of birth or adoption of a child. Bargaining
35 unit members exhausting all current and accumulated sick leave before receiving all
36 12 workweeks of parental leave will be paid 50% of their regular salary for the
37 remaining portion of their parental leave as long as they meet the eligibility
38 requirements of the California Family Rights Act.
39
- 40 h. When a bargaining unit member is absent from duty on account of illness or accident
41 for a period of five (5) school months or less, whether or not the absence arises out
42 of or in the course of their employment, the amount deducted from the salary due for
43 any month in which the absence occurs shall not exceed the sum which is actually
44 paid a substitute employed to fill this position during an absence or, if no substitute
45 was employed, the amount which would have been paid to the substitute had a
46 substitute been employed. The District shall make every reasonable effort to secure
47 the services of a substitute.
48
- 49 i. When bargaining unit members are absent from duty on account of illness for a
50 period of more than five (5) school months, or when a bargaining unit member is
51 absent from duty for a cause other than illness, and upon exhaustion of all available
52 paid leaves, the bargaining unit member will be placed on a 39-month reemployment
53 list unless the Board approves a leave.
54

ARTICLE 6.0 – LEAVES

6.2.1.7 Industrial Accident and Illness Leave

- a. Industrial Accident and Illness Leave shall be for not more than sixty (60) days during which the College is required to be in session or when the bargaining unit member would, otherwise, have been performing work for the District in any one fiscal year for the same accident. Such Industrial Accident and Illness Leave shall commence on the first day of absence and shall not be accumulated from year to year.
- b. When a bargaining unit member is absent from duty due to an industrial accident or illness, the bargaining unit member shall be paid the portion of the salary due for any months in which the absence occurs as, when added to the temporary disability indemnity under Division 4.5 of the Labor Code, will result in a payment of no more than the bargaining unit member's full salary. The phrase "full salary" shall be computed so that it shall not be less than the bargaining unit member's average weekly earnings, as that phrase is utilized in Section 4453 of the Labor Code. The maximum minimum average weekly earnings set forth in Section 4452 of the Labor Code shall, otherwise, not be deemed applicable.
- c. Industrial Accident and Illness Leave shall be reduced by one (1) day for each day of authorized absence regardless of the temporary disability indemnity award. When an Industrial Accident and Illness Leave overlaps into the next fiscal year, the bargaining unit member shall be entitled to only the amount of unused leave due for the same illness or injury.
- d. Upon termination of the Industrial Accident and Illness Leave, the bargaining unit member shall be entitled to sick leave benefits or any other applicable leave as outlined in this section or in the California State Education Code; and the absence shall be deemed to have commenced on the date of termination of the Industrial Accident and Illness Leave, provided that if the bargaining unit member continues to receive temporary disability indemnity, the bargaining unit member may elect to take as much accumulated sick leave which, when added to the temporary disability indemnity, will result in a payment of not more than his/her 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.
- f. Any bargaining unit member receiving benefits as a result of this Section shall, during periods of injury or illness, remain within the State of California unless the Board authorizes travel outside the state.

6.2.1.8 In-Service Leave

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

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

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

6.2.2 LONG-TERM LEAVES

6.2.2.1 Sabbatical Leave

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

At least one ~~full-year or two semester-length~~ sabbaticals will be given every year if there are qualified applicants and the Board of Trustees has not taken action to suspend the granting of sabbatical leaves because of financial concerns.

a. Purpose of Sabbatical Leave:

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

b. Types of Sabbaticals:

1. To pursue an advanced degree or appropriate post-graduate study within one's teaching discipline at an accredited university or college.
2. To conduct documented study and/or research that is conducive to improving learning and teaching effectiveness and program design related to the bargaining unit member's assignment.
3. To work in one's field of expertise to acquire new techniques, knowledge, and/or materials consistent with current industrial, business, and/or professional practices.

c. Standards:

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

(1) Graduate Work

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

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

(2) Research/Documented Study

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

(3) Employment

1. An employment plan, including the objectives of the experience and how the learning relates to the teaching assignment, must be developed.
2. Proof of the applicant's formal request for a position from a suitable employer must be provided.

d. **Report of Results:**

- (1) Within ninety (90) calendar days following return from leave, the recipient of the sabbatical leave shall submit to the Superintendent/ President a concise written report of the results of the leave to include, as applicable, the following:
 1. Account of activities during the leave, including travel itineraries, institutions and locations visited, persons with whom there was extensive consultation or collaboration, and any formal lectures delivered.
 2. Statement of progress made on the project as proposed in the application.
 3. Explanation of any significant changes made in the project.
 4. Appraisal of the relationship between the results anticipated in the leave project statement and those actually achieved.
 5. Statement of future activity related to the project, including plans for completion of the project and new methodology, course design, or curriculum.
- (2) Within the first semester after return, the recipient of the sabbatical leave shall make an oral presentation of the findings to interested faculty, staff, and students, and abstracts of the presentation will be distributed.

e. **Eligibility:**

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

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

f. Final Requirements Prior to Board Approval:

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

- (1) Proof of applicant's formal acceptance for graduate work.
- (2) Proof of applicant's acceptance by a suitable employer.
- (3) Assurances of cooperation, or authorization to conduct the project, received from individuals, institutions, or agencies.

g. Selection:

Sabbatical Leave applications will be evaluated primarily in terms of the value of the leave to the students and to the District. That is, applications shall be judged not only in terms of professional value to the applicant, but in terms of what the applicant may contribute following his/her return to the District through improved classroom teaching/counseling, community involvement, increase in enrollment, broadening and facilitating community access to education, leadership and curriculum development. Among applications of equivalent merit, the bargaining unit member applying for a first sabbatical leave shall have priority over a bargaining unit member applying for a subsequent leave. In determining priority, the number of those on leave during any given year shall be so balanced among the faculty as to preserve continuity in the educational programs or services of the college.

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h. **Application Process:**

By ~~December 4~~ the first Monday in December of each year, applicants must submit a one-page abstract of their proposals to the appropriate Dean-supervising administrator and Vice President for initial feedback. Feedback ~~will~~ must be provided within ~~two weeks~~ ten (10) business days to the applicant. ~~Full proposals will be due to the Instruction Office at the end of January using a form available electronically (see Appendix H-1).~~

~~By the Friday of the third full week in January, the applicant shall send a copy of the full application to the bargaining unit member's supervising administrator or upon submission to the Instruction Office. The supervising administrator shall provide a statement to the Vice President of Instruction regarding on the anticipated effect of approving the sabbatical leave on the curriculum, program, and the operation of the department should the bargaining unit member be granted a sabbatical leave. A copy of this statement shall be circulated to each department or center member at least 48 hours prior to submission to the administration of the full sabbatical application. The applicant must submit the full application electronically to the Office of Instruction by January 31st using the appropriate form (see Appendix H-1). The supervising administrator's statement and evidence of circulation to department members must be included with the application.~~

A College committee of six members must be formed to review and rank sabbatical leave applications. The Committee must be comprised of with three members appointed by the Superintendent/ President, which must include the Vice President of Instruction unless extenuating circumstances exist, and three members appointed by the Executive Board of the Association. The ~~Faculty~~ Association will be informed about the content of the initial abstracts by the Vice President of Instruction. ~~The committee will review applications for sabbatical leaves and prepare a ranking of the proposals for Board consideration.~~ The Vice President of Instruction will be the Chairperson of the Committee. ~~Recommendations of the Committee may be appealed to the Board.~~

~~The applicant shall send a copy of the application to the bargaining unit member's supervisor upon submission to the Instruction Office. The supervisor shall provide a statement to the Vice President of Instruction regarding the effect on the curriculum, program, and the operation of the department should the bargaining unit member be granted a sabbatical leave. A copy of this statement shall be circulated to each department or center member 48 hours prior to submission to the administration.~~

~~No later than~~ On or before March 1st, the Sabbatical Leave Committee ~~shall~~ must forward ~~to the Superintendent/President~~ all applications, with an assigned numerical ranking based on the rubric for sabbatical leaves (Appendix H-2), to the Superintendent/President. In order to guarantee transparency and fairness in the process, ~~The District will must publically post the rubric, as well as a public and a list of granted sabbatical leaves that includes: leave purpose, scholarly research/activities performed, and time granted. Public posting may occur by placing the rubric and list on the District's website.~~

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

1. Recommendations of the Sabbatical Leave Committee.

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

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

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

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

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i. **Compensation:**

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

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

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

j. **Benefits:**

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

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

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

k. **Accident or Illness:**

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

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discretion of the Board, if the conditions upon which the leave was granted are unlikely to be met.

I. **Return to Service:**

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

6.2.2.2 Retraining

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

6.2.2.3 Exchange Programs

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

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

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

~~**6.2.2.4 Maternity Leave**~~

~~In accordance with Education Code Section 87781 and 87766, a bargaining unit member shall be entitled to use sick leave when required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom. The length of the leave of absence, including the date on which the leave shall commence and the date on which the bargaining unit member shall resume duties shall be determined by the employee and the employee's physician. All provisions of the Personal Illness and Injury Leave (sick leave) shall pertain to Maternity Leave and the unit member is entitled to request additional leave as may be applicable under the Family Medical Leave Act and California Pregnancy Leave Act.~~

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6.2.2.5 Family Medical Leave Act

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 ~~which, on the basis of medical opinion, is~~ expected to be incapacitating for a period of thirty (30) or more consecutive calendar days by a qualified medical 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 ~~vacation leave,~~ fully paid leave of absence for illness or injury and any other fully paid leave.

6.2.3.3 Procedures

- a. ~~No unit member~~ Full-time faculty members may donate ~~more than up to 12 hours of sick leave~~ two (2) sick leave days per ~~school academic~~ year.
- b. Part-time faculty members may donate up to six (6) hours of sick leave per academic year.
- c. ~~b. — No Full-time faculty unit members may receive more than up to one hundred sixty-five (165) days~~ 990 hours of donated sick leave.
- d. Part-time faculty members may receive up to 495 hours of donated sick leave.
- e. ~~Both donations of sick leave from part time employees and donations to part time employees shall be pro-rated.~~
- ed. The minimum sick leave increment ~~full-time faculty members may to be donated or granted receive under this Article~~ shall be ~~one (1) day~~ six (6) hours. The minimum sick leave increment part-time faculty members may donate or receive shall be three (3) hours.
- fe. The Executive Committee of the Faculty Association shall be responsible for the administration of this program. The only District responsibility shall be to maintain appropriate records. The Executive Committee shall develop appropriate criteria for the equitable administration of this program. The decision of the Executive Committee to grant or deny requests for donations of sick leave shall be final.
- gf. Sick leave donations shall be reported on a form to be developed by the District.

ARTICLE 6.0 – LEAVES

~~hg. Transfers of sick leave from a donor to a recipient~~ Sick leave donations are irrevocable; however, sick leave credits which are not used ~~in full~~ by a recipient shall be returned to the donors using random selection method to be determined by the Executive Committee.

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

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

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

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

6.2.4 BENEFITS WHILE ON LEAVE

6.2.4.1 Paid Leave

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

- a. Return to the same position held immediately before commencement of the leave;
- b. Receive credit for annual salary increments provided during this leave; and
- c. Receive all other fringe benefits including, but not limited to, insurance and retirement benefits to the extent not expressly prohibited by law.

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

ARTICLE 7.0 – WAGES AND BENEFITS

7.1 BENEFITS

7.1.1 INSURANCE COVERAGE

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

7.1.1.2 ~~The Shasta Tehama Trinity Joint Community College District (District) and the Shasta College Faculty Association/CTA/NEA (Association) agree to continue a tiered rate structure for group health benefits contributions will be made using a tiered structure based on the persons covered by the faculty member's benefit election. This agreement will be in effect for the period January 1, 2016 to June 30, 2016. Effective July 1, 2020,~~
~~the District's maximum monthly contributions toward the four tiers will be \$40929 for employee only, \$77336 for employee and child(ren), \$85948 for employee and spouse, and \$1,445202 for employee and family.~~

~~Effective July 1, 2021, the District's maximum monthly contributions towards the four tiers will be \$451 for employee only, \$811 for employee and child(ren), \$902 for employee and spouse, and \$1,262 for employee and family. The District contribution toward health care premium will return to the maximum of \$847 per month July 1, 2016 unless negotiated differently.~~

7.1.1.3 The District shall ~~contribute a maximum of \$1,500 annually to provide~~provide eligible unit members with a California Dental Service Four-Step Incentive Dental Plan ~~with \$1,500 maximum annual benefit~~ 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. ~~Effective July 1, 2009, and through June 30, 2012, the maximum annual District contribution on behalf of eligible employees for dental coverage shall be \$1,428.00. Effective July 1, 2010, unless the parties otherwise agree, the District's contribution shall be limited to the rates in effect on June 30, 2010. In the event the premium for the plan exceeds \$1,500, the faculty member shall pay the additional cost.~~ Contributions will be allocated on a monthly basis.

7.1.1.4 The District shall ~~contribute a maximum of \$500 annually to~~ provide all eligible unit members with the California Vision Service Plan B, no deductible, ~~as offered through the Shasta Trinity Schools Insurance Group Joint Powers Authority. In the event the premium for the plan exceeds \$500, the faculty member shall pay the additional cost.~~Effective July 1, 2007, and through June 30, 2009, the maximum annual District contribution on behalf of eligible employees for vision coverage shall be \$360.00, or the actual cost of the premium. Effective July 1, 2009, unless the parties otherwise agree, the District's contribution shall be limited to the rates in effect on June 30, 2010.

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

7.1.1.6 If a unit member dies while eligible for medical, dental, and vision coverage, the District shall continue to provide such coverage for dependents for six months after the death of the unit member. The surviving spouse will have an option of purchasing the medical, dental,

ARTICLE 7.0 – WAGES AND BENEFITS

1 and vision coverage for five years or until he/she reaches the age of 65, subject to carrier
2 acceptance.

3
4 **7.1.1.7** When a unit member terminates employment due to disability and has qualified for
5 disability under STRS guidelines, he/she may purchase the unit's insurance coverage by
6 making payment to the District. This provision is contingent upon the insurance carrier allowing
7 for said purchase.

8
9 **7.1.2** The District shall provide full-time bargaining unit members with a group term life
10 and accidental death and dismemberment insurance policy valued at \$50,000, subject to the
11 terms and conditions imposed by the underwriter.

12
13 ~~**7.1.1.8** The District shall, upon request of the requisite number of eligible adjunct faculty~~
14 ~~members, make such arrangements as may be necessary, for eligible adjunct faculty members~~
15 ~~to purchase group medical benefits directly through Keenan and Associates through a plan~~
16 ~~offered by Keenan and Associates.~~
17

ARTICLE 7.0 – WAGES AND BENEFITS

7.1.2 HEALTH BENEFITS FOR RETIREES

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

Group health insurance as provided to active bargaining unit members.

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

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

7.1.3 PAYROLL DEDUCTIONS

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

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

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

ARTICLE 7.0 – WAGES AND BENEFITS

7.1.4 REDUCED TEACHING SERVICE OPTION

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

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

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

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

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

7.1.4.3 No bargaining unit member shall participate in part-time service after attaining the age of 70. Any bargaining unit member in the program who reaches 70 during the school year may continue his/her reduced service for the balance of that year.

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

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

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

ARTICLE 7.0 – WAGES AND BENEFITS

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

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

7.2 WAGES

7.2.1 REQUIREMENTS FOR SALARY CLASSIFICATIONS

~~7.2.1.1 The previous salary classifications described in Board Policy 4141.1 may be followed by bargaining unit members employed before July 1, 1974. The following provisions are applicable to bargaining unit members hired after July 1, 1974, and others who elect to follow these new provisions.~~

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

7.2.1.23 Credit for full-time prior teaching experience for the purpose of placing a new faculty member on the salary schedule establishing salary levels for bargaining unit members shall be granted ~~as up to and including ten five (540) years~~, including vocational instructors, for a maximum initial placement at step six (6). Prior teaching experience in an accredited elementary, middle school, high school, college, or university will be considered qualifying prior experience. Credit for graduate teaching experience will be granted where the faculty member was responsible for conducting class sessions and grading assignments, but will not require the faculty member to have responsibility for the overall course grade. Credit for part-time teaching experience will only 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.

The District Superintendent/President may authorize an initial placement up to step ten (10) for impacted disciplines where external labor markets cause a shortage of qualified applicants, frequent faculty turnover, and/or significant wage disparities. A faculty member placed above step six (6) will be held at their initial step until they achieve the years of service in the District necessary to advance to the next higher step. The faculty member will then advance steps annually until reaching the longevity steps.

~~In those cases where vocational instructors on the B category with have occupational experience relating to their teaching field will be credited with one year of prior experience for each two years of occupational experience, up to a maximum of six (6) years and placement at step six (6) on the salary schedule, one year on the salary scale, up to ten years, will be granted for each two years of occupational experience.~~

7.2.1.34 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.

ARTICLE 7.0 – WAGES AND BENEFITS

1 For initial placement on the Faculty Salary Schedule, degrees, experience, additional upper
2 division and graduate level college courses will be counted.
3

4 For advancement on the Faculty Salary Schedule once employed, lower division, upper division,
5 graduate level or extension college courses must be approved by the supervising administrator
6 and the Vice President of Instruction prior to enrollment. Coursework must have direct relevance
7 to the faculty member's assignment and be shown to significantly benefit the faculty member,
8 the college, and the students in order to be approved. If lower division courses are requested to
9 be considered by the District for advancement, they must be part of a complete education plan
10 that is approved in advance by the supervising administrator, appropriate Vice President and
11 the Vice President of Instruction. For career-technical areas that do not have upper division,
12 graduate level, or extension courses to use for advancement, other courses or trainings may be
13 considered.
14

ARTICLE 7.0 – WAGES AND BENEFITS

1 If the appropriate administrator does not approve the request, an appeal may be pursued. The
2 appeal process will be initiated using the form for advancement and attaching a narrative
3 outlining the relevant knowledge to be gained.
4

5 The appeal will be made to the supervising administrator within five (5) days of the denial of the
6 request. Concurrently with the appeal to the supervising administrator, the bargaining unit
7 member shall request that the Association appoint a member for review of the request. This
8 appeal committee shall consist of a member appointed by the Association, a member appointed
9 by the supervising administrator and a third member selected by the two appointed
10 representatives. Within ten (10) days of receiving the appeal, the committee will meet to
11 consider the appeal and make a recommendation.
12

13 If the bargaining unit member does not accept the recommendation of the committee, he/she
14 may appeal the recommendation to the Vice President of Instruction whose decision will be
15 final.
16

17 For regular faculty members, units to be counted for advancement must be completed prior to
18 the fall semester and documentation (transcripts) must be turned in to the Human Resources
19 office prior to November 1 in order to be considered for that fiscal year.
20

21 For ~~adjunct part-time~~ faculty members, units to be counted for advancement must be approved
22 in advance by the supervising administrator and completed prior to the beginning of the fiscal
23 year (July 1 – June 30) or prior to the term for which the units will be counted. Copies of official
24 transcripts must be turned into the Human Resources Office during the term for which the
25 adjustment in pay will occur. Transcripts turned in beyond the term will not be adjusted
26 retroactively.
27

28 ~~7.2.1.45~~ The Salary Classification Table used for bargaining unit members employed
29 after July 1, 1974, is as follows:
30

31 a. Vocational Groups, only
32

33 Category B entering assignment to a vocational bargaining unit member's
34 classification group will be done according to the following:
35

- | | | |
|----|---------|--|
| 36 | Group 1 | Vocational bargaining unit members who had a high school |
| 37 | | diploma or equivalent and fewer than 60 semester units when |
| 38 | | hired. |
| 39 | Group 2 | Vocational bargaining unit members who had 60 or more |
| 40 | | semester units but less than a Bachelor's Degree when hired. |
| 41 | Group 3 | Vocational bargaining unit members who have a Bachelor's |
| 42 | | Degree when hired. |
| 43 | | |

44 A bargaining unit member will continue in the same group in which he/she was
45 placed when hired and progress on the salary schedule according to the
46 requirements of that group (1, 2, or 3) during his/her service at the college.
47
48

ARTICLE 7.0 – WAGES AND BENEFITS

b. Requirements by Classification

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

Category A Bargaining unit members not qualifying for Class II through V
Category B (Vocational instructor, below)

Group 1 The high school diploma or equivalent and fewer than 30 semester units
Group 2 Sixty or more semester units but has not been awarded the A.A. or A.S. Degree
Group 3 Begins in Class II

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

Category A Bachelor's Degree and 24 semester units beyond the Bachelor's Degree date

Category B (Vocational instructors, below)

Group 1 High School or equivalent and a total of 30 semester units
Group 2 An A.A. Degree
Group 3 A Bachelor's Degree

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

Category A Master's Degree or Doctorate and 42 semester units beyond Bachelor's Degree date

Category B (Vocational instructors, below)

Group 1 An Associate's Degree (A.A. or A.S.)
Group 2 An A.A. Degree and a total of 90 semester units
Group 3 A Bachelor's Degree and 16 semester units beyond the Degree date

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

Category A M.A. or Doctorate and 60 semester units beyond Bachelor's Degree date

Category B (Vocational instructors, below)

Group 1 An A.A. Degree and a total of 90 semester units
Group 2 A Bachelor's Degree
Group 3 A Bachelor's Degree and 32 semester units beyond the Degree date

ARTICLE 7.0 – WAGES AND BENEFITS

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

Category A	M.A. or Doctorate and 78 semester units beyond B.A.
Category B	(Vocational instructors, below)
Group 1	A Bachelor's Degree
Group 2	A Bachelor's Degree and 24 units beyond the Bachelor's Degree date
Group 3	A Bachelor's Degree and 48 units beyond the Bachelor's Degree date

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

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

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

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

Table A

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

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

7.2.2 INSTRUCTIONAL BARGAINING UNIT MEMBERS' SALARY SCHEDULE

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

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

When the District determines that a substitute is needed for a contract or regular bargaining unit member, the District shall attempt to employ a qualified substitute instructor from the District substitute list. Contract and regular bargaining unit members shall not be on the District substitute list.

ARTICLE 7.0 – WAGES AND BENEFITS

1
2 If the District is unable to employ a qualified substitute instructor from the substitute list, the
3 District will offer any long-term or short-term substitute assignment in the order of seniority to
4 the regular and contract unit members in the department who are qualified in the appropriate
5 faculty service area. If no unit member agrees to accept a short-term substitute assignment, the
6 District may assign the least senior regular unit member in the appropriate faculty service area.
7 ~~Only unit members who volunteer for long-term substituting will be assigned.~~
8

9 The District will compensate contract and regular unit members who act as substitutes on an
10 hourly basis, at the rate of the top step of the Part-Time Academic Bargaining Unit Members'
11 Hourly Salary Schedule, Article 7, Section 7.2.6 of the academic collective bargaining
12 agreement.
13

14 All long-term substitute assignments shall be made by the supervising administrator subject to
15 the approval of the Vice President of Instruction, Superintendent/ President, and Board of
16 Trustees. The District shall not be required to employ a substitute for every absence of a
17 bargaining unit member.
18

ARTICLE 7.0 – WAGES AND BENEFITS

7.2.3 EXTENDED SERVICE DIFFERENTIAL

~~The following~~ Extended Service Differential shall be required for all faculty members who wish to earn longevity steps on the salary schedule and shall be applicable throughout the term of this contract.

7.2.3.1 Objective

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

7.2.3.2 Policy

Bargaining unit members who want to advance into the longevity steps through ~~"e~~Extended ~~s~~Service ~~d~~Differentials" must submit to the office of the supervising administrator a request on a form provided for that purpose and gain approval for the activity prior to starting the activity. ~~Activities initiated without prior approval will not count toward the extended service differential requirement.~~

A bargaining unit member may apply ~~at Step 16~~for Extended Service Differentials after reaching the maximum regular step available in their current class, for the first differential. Additional Longevity differentials may be applied for after the faculty member completes two units or unit equivalents of extended service differentials for each longevity step as applicable to their class placement at Step 19, 22, 25 and Step 28.

Units and unit equivalents to meet the Extended Service Differential requirements ~~are to must~~ be approved on the appropriate form by the supervising administrator, the appropriate Vice President, and the Associate Vice President of ~~Instruction~~Human Resources prior to enrollment ~~by a bargaining unit member in his/her class or classes to be used for this purpose. (See 7.2.3.3 for unit equivalent procedures).~~ The credits for this requirement are to benefit the bargaining unit member and the students. Once the request form has been approved by the supervising administrator, the appropriate Vice President, and the Associate Vice President of Human Resources~~Instruction~~ it will be submitted processed to by the Personnel~~Human Resources~~ Office and the faculty member will be notified of the approval.

Verification ~~theof~~ units (transcripts) ~~and~~ documentation to support the unit equivalent(s) have been completed must be submitted to the Personnel~~Human Resources~~ Office by November 1st ~~to be applied. The differential would be retroactive to the beginning of the school current academic year. Requests/V~~erifications submitted after November 1st ~~would~~ be applied to the subsequent following school academic year. All work on units and unit equivalents must be completed prior to the beginning of the school year first day of classes for the current academic year to be applied for that year.

~~To qualify, a bargaining unit member would have to obtain two (2) semester units or unit equivalents after reaching Step 13 and between differentials.~~

Differentials shall be shown on the salary schedule.

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

ARTICLE 7.0 – WAGES AND BENEFITS

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

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

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

Contents of request:

The request shall contain:

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

~~Some suggested activities that may qualify for unit equivalents:~~

- ~~a. Conferences~~
- ~~b. Workshops~~
- ~~c. Seminars~~
- ~~d. Professional Meetings~~
- ~~e. Performances~~
- ~~f. Exhibitions~~
- ~~g. Publications~~
- ~~h. Summer jobs in a related field~~
- ~~i. Non-paid summer projects~~
- ~~j. Independent research related to the teaching field~~
- ~~k. Educational related activities to improve teaching (This may be out of the teaching field, but it should be shown that the bargaining unit member needs this to improve his/her teaching.)~~
- ~~l. Sabbatical leaves (non-unit) up to three (3) units per semester~~

7.2.3.4 Implementation

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

7.2.3.5 Grievability

This section of the contract is not subject to the grievance process outlined in Article 10.

7.2.4 PART-TIME EMPLOYEE SALARY SCHEDULES

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

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

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

~~7.2.5—DISTANCE EDUCATION DELIVERY~~

~~If a distance education course does not attain the minimum enrollment established by the District by the end of the second week of a semester, the sponsoring bargaining unit member shall be paid in accordance with the following formula:~~

~~*Total number of course hours of instruction multiplied by the part time hourly instructional bargaining unit member rate, divided by the minimum student enrollment multiplied by the number of students enrolled equals the amount of compensation.*~~

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

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

7.2.67 PAY PERIODS

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

7.3 STIPENDS

7.3.1 PART-TIME PARTICIPATION IN FLEX ACTIVITY

Part-time faculty shall be encouraged to participate in activities which will enhance their performance through either attendance at flex activities conducted at the campus or participation in educational endeavors and workshops related to their performance of assigned duties. In the event that flex activities are conducted on campus or are District sponsored, no advance notification to the District shall be required. Workshops and/or other activities not conducted by the college shall require advance authorization by the immediate supervisor in order to be compensated for attendance.

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

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

7.3.2 ITV INSTRUCTION

The first time an instructor completes ITV delivered instruction, ~~he/she/they~~ will receive a \$150 stipend.

7.3.3 ONLINE AND HYBRID DELIVERY AND MENTORS

Instructors completing fully online-delivered instruction will receive a \$150 stipend per unit for each course delivered online for the first time. Experienced online instructors will receive a \$75 stipend per unit to mentor an instructor bringing a course online for the first time. Prior to serving as a mentor, faculty members must be approved by their supervising administrator and must participate in a District mentor training on the use of the Academic Senate-endorsed OEI online design rubric. Mentors will receive a \$250 stipend for submitting proof of completing the training. The first time an instructor completes online delivered instruction, he/she will receive a \$150 stipend. The stipends cannot be paid until the course is scheduled officially for the first time.

Instructors completing hybrid-delivered instruction for a course for the first time will receive a stipend at 50% of the rate for fully-online, following the procedures described above.

7.3.4 OTHER STIPENDS

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

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

Faculty Coordinator - ~~\$2,250 per semester~~ Up to \$7,500 per year, as determined in accordance with Article 4, Section 4.3

Assistant Coaches - \$4,180-\$4,840 each

Football Coordinator(s) - \$5,700-\$6,700 each

Worksite Learning Supervision - \$100 per student per semester.

Stipends of ~~\$51,500~~ or less

Stipends funded outside the unrestricted general fund (Fund 11)

Stipends available to all unit members

Stipends paid for professional growth

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

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

7.3.4.2 The Superintendent/President or designee shall notify the Association in writing in a timely manner of any other stipends proposed to be paid. At the request of the Association, the parties shall meet and negotiate concerning the proposed stipend. In addition, at the request of the Association the Superintendent/President shall consult with the Association about criteria for paying stipends and granting release time. When a bargaining unit member is assigned release time for non-instructional duties, hours will be pro rata based on a 40-hour workweek.

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

7.4 PART-TIME TEMPORARY FACULTY OFFICE HOURS

7.4.1 The District's annual contribution to the part-time faculty office hour program will be ~~\$130,000 in 2016-17 and increase to \$140,000 in 2017-18.~~

The following conditions will apply:

- a. Part-time temporary unit members who teach at least one three-unit course with a lecture component, shall be eligible for one paid office hour per week. The office hour may be divided into two one-half hour sessions. For those teaching more than one three-unit class, office hours will be pro-rated accordingly to a maximum of two (2) hours per week, provided there is more than one class taught.
- b. Participation by eligible unit members shall be voluntary.
- c. Office hours shall be paid at the rate of \$30.00 per hour.
- d. Regular unit members shall not be eligible to participate.
- e. The office hour shall not count in determining the unit member's full-time equivalent employment percentage for the purposes of obtaining tenure.

- 1 f. The time for office hours shall be mutually agreed between the unit member and the
2 Dean and shall be posted. Generally, office hours shall be immediately before or
3 after class.
4

ARTICLE 8.0 – PAYROLL DEDUCTIONS

ARTICLE 8.0 – PAYROLL DEDUCTIONS

8.1 GENERAL PROCEDURES

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

8.1.1 Such deduction shall be made only upon submission of a mutually accepted form to the designated representative of the District duly completed and executed by the bargaining unit member and the Association.

8.1.2 The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing fifteen (15) days or more after such submission.

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

8.2 ASSOCIATION DUES AND AGENCY FEE

8.2.1 Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments in the Association. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one-tenth of such dues from the regular salary check of the bargaining unit member each month for ten months. Deductions for bargaining unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

~~**8.2.2** Any bargaining unit member who is not a member of the Association or who does not make application for membership within thirty (30) days of the effective date of this agreement, or, for those hired after the effective date of this agreement, within thirty (30) days from the date of commencement of teaching duties, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees, and general assessment, payable to the Association; provided, however, that the bargaining unit member may authorize payroll deduction for such fee in the same manner as provided in Section 8.1.1 of this Article. Any requested changes to a faculty member's membership status with the Association will be forwarded to the Association. The Association shall then inform the District in writing of changes in membership for any current member or person eligible for membership in the Association. Notifications received by the District on or before the 15th of the month will be processed and implemented for that month's payroll. Notifications received after the 15th of the month will be processed and implemented on the following month's payroll. The Association may request to meet and confer with the District on any changes to the deduction rates, amounts, assessments, or other obligations.~~

ARTICLE 8.0 – PAYROLL DEDUCTIONS

1 **8.2.3** ~~If, by a reason of religious conviction, a member of the bargaining unit cannot support~~
2 ~~membership in the Association, then the member shall contribute an amount equal to all regular~~
3 ~~and periodic dues as appropriate, to the Shasta College Scholarship Fund. In the event that a~~
4 ~~bargaining unit member shall not pay such fee directly to the Association or authorize payment~~
5 ~~through payroll deductions, as provided in Section 8.1.1, the District shall withhold an amount~~
6 ~~equal to such fee from the pay warrant of such employee and remit such fee to the Association~~
7 ~~in accordance with Education Code Section 87834 and Government Code Section~~
8 ~~3543.1(d). The District will not make payroll deductions for any payroll period in which a faculty~~
9 ~~member is terminated from employment or is not otherwise entitled to pay from the District.~~

10
11 8.2.4 The Association fully indemnifies the District for dues deducted under this Article. The
12 Association shall hold the District harmless and shall provide prompt, full reimbursement to the
13 District for any fees, costs, charges, or penalties incurred in responding to or defending against
14 any claims, disputes, or challenges which are brought against the District in connection with the
15 administration or enforcement of any section in this article. The hold harmless and
16 reimbursement provision shall apply to any claims made by an employee or any individual or
17 organization on the employee's behalf for payroll deductions made by the District based on
18 information provided by the Association regarding the authorization of individual employees for
19 payroll deductions.

20
21 8.2.5 The Association shall provide the District of any changes in its dues structure within
22 thirty (30) days of notifying any member.

23
24 8.2.6 The Association shall provide any information necessary for the District to fulfill its
25 obligations under this Article within 10 calendar days of request.