

TENTATIVE AGREEMENT
Between
Shasta-Tehama-Trinity Joint Community College District
and
Shasta College Faculty Association/CTA/NEA

July 17, 2025

To conclude negotiations for the 2025-2026 academic year, the Shasta-Tehama-Trinity Joint Community College District ("District") and the Shasta College Faculty Association/CTA/NEA ("Association"), collectively referred to as "Parties," agree as follows

***The tentative agreement between the District and Association dated 08.08.24 concluded negotiations for Article 7.2 (Wages) for the contract year 2025-2026.**

**** The revised evaluation form developed by the workgroup established in the tentative agreement between the District and the Association dated 08.08.24 was accepted and incorporated into Article 5.0.**

1. WORKGROUPS

The District and Association agree to form a workgroup to do the following:

Article 4.1 Bargaining Unit Member Load Calculation

- The District and Faculty Association agree to form a work group to examine load calculations.
- The work group will consist of two faculty representatives and two administrative representatives. The group will begin meeting no later than September 1, 2025, with the goal of completing its work no later than December 16, 2025.
- Recommendations from the work group will be forwarded to the Lead Negotiators for inclusion in the spring 2026 negotiations process and shall not be considered an additional re-opener.

Article 7.3.1 (B) Part-time non-instructional faculty

- The District and Faculty Association agree to form a work group to examine the process for allotting the professional development hours for part-time non-instructional faculty.
- The work group will consist of two faculty representatives and two administrative representatives. This workgroup will convene between 9/1/25-10/1/25 for immediate implementation.

The Parties agree to the following revisions to Articles 2.0 ,4.0 ,7.0, and 16.0 of the Bargaining Agreement stated below.

4. LANGUAGE CHANGES

2.1.1 Calendar

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

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

2.1.1.1 Winter Intersession

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 it may overlap with the spring semester. No overlap may be for more than five (5) instructional days. Overlapping winter intersession classes will be included in the spring schedule of classes, but they must be highlighted as a winter intersession class and will not count toward the 67% limit for part-time instructors for fall or spring semesters. Hours worked by part-time non-instructional faculty during this period shall not count toward the 67% limit for part-time faculty.

2.1.1.2 Spring Break

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

2.1.1.3 Summer Session

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

~~The calendar is negotiated following the process established in Board Policy and Administrative Procedure, separate from regular contract negotiations.~~ (Moved to 2.1.1 above)

2.1.4 Contract Year for Full-time Bargaining Unit Members

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

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

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

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

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

2.2 Terms

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

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

ARTICLE 4.0 – WORKLOAD

4.1 INSTRUCTIONAL BARGAINING UNIT MEMBER LOAD CALCULATION

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

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

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

Hrs/Wk	Load Factor
0.5	3.33
1.0	6.67
1.5	10.00
2.0	13.33

2.5	16.67
3.0	20.00
3.5	23.33
4.0	26.67
4.5	30.00
5.0	33.33
5.5	36.67
6.0	40.00

- Each weekly composition lecture hour in, ENGL 1A (C1000), and ENGL 1AX (C1000E) per 18- week semester (480 annual) = 7.5% ($100\% \div 13.33 \text{ hrs/week} = 7.5\%$).
- Each lab/activity hour per week per 18-week semester (720 annual) = 5.0% ($100\% \div 20 \text{ hrs/week} = 5.0\%$)
- Each non-directed lab (nursing) hour per week per 18-week semester (720 annual) = 5.0% ($100\% \div 20.0 \text{ hrs/week} = 5.0\%$)
- Each non-credit class hour per week per 18-week semester (900 annual) = 4.0% ($100\% \div 25 \text{ hrs/week} = 4.0\%$)
- A class size factor will be applied to lecture classes as follows:
 - o For class sizes of 51-69, multiply the lecture hour credit by 1.10.
 - o For class sizes of 70-89, multiply the lecture hour credit by 1.25.
 - o For class sizes of 90 to 119, multiply the lecture hour credit by 1.40.
 - o For class sizes of 120 or more, multiply the lecture hour credit by 1.55.
 - o Only one large class will be allowed without the recommendation of the supervising administrator and approved by the Vice President of Instruction.
 - o The large class size factor will be determined at census.
- A class size factor will be applied to online lecture classes as follows:
 - o For class sizes of 41-54, multiply the lecture hour credit by 1.20.
 - o For class sizes of 55-69, multiply the lecture hour credit by 1.50.
 - o For class sizes of 70-99, multiply the lecture hour credit by 1.80.
 - o For class sizes of 100 or more, multiply the lecture hour credit by 2.10.
 - o Only one large class will be allowed without the recommendation of the supervising administrator and approved by the Vice President of Instruction.
 - o The large class size factor will be determined at census.

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

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

- 4.1.2 ~~Effective in the 2021-2022 academic year and thereafter,~~ For the purpose of full time instructional load, the total number of instructional hours in each category

(lecture, lab, activity, non-directed lab [nursing], non-credit, or discussion) for a given course will be obtained from the approved course outline of record.

~~4.1.3 For full-semester courses, the number of weekly hours in each category will be the number of hours obtained from the course outline divided by eighteen (18).~~

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

4.2 OVERLOAD ASSIGNMENTS AND BARGAINING UNIT MEMBER LOAD BANK

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

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

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

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

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

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

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

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

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

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

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

4.3 CLASS SIZE

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

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

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

4.4 NOTIFICATION OF INSTRUCTIONAL ASSIGNMENT

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

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

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

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

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

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

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

4.5 ONLINE COURSE ASSIGNMENTS AND PROFESSIONAL RESPONSIBILITIES

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

4.8 FLEX CALENDAR DAYS

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

~~Effective in the 2021–2022 academic year and thereafter,~~ full-time instructional bargaining unit members must complete eleven (11) days or sixty-six (66) hours of flex activities per year: twelve (12) hours to attend two mandatory, scheduled flex days; eighteen (18) hours (as attested on District’s flex hours form) for faculty to collaborate

on issues related to student learning and success; and thirty-six (36) hours to complete individual flex activities. The scheduled flex days will appear on the calendar as mandatory flex days, and the other hours will appear as flex days that are considered “floating,” where activities can be completed at any time between July 1 and June 30 of the academic year ~~and June 30~~.

4.8.1 Mandatory Flex Days

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

4.8.2 List of District’s Pre-Approved Flex Activities

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

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

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

4.8.3 Flex Projects Initiated by Bargaining Unit Members

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

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

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

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

4.8.4 Tracking

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

4.8.5 Exemptions

~~Effective in the 2021-2022 academic year and thereafter, Full-time bargaining unit members~~ may be exempt from the 36 hours of individual flex only in cases teaching courses, where the instructional hours are not reduced because of the flexible calendar ~~due to~~ because of hours mandated by outside agencies. ~~are exempt from the 36 hours of individual flex so long as~~ Such full-time unit members must be able to provide documentation of this mandate ~~is provided~~ to the District. All other courses that are part of full-time load are subject to the flex hours stated in this Article.

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

7.3 – STIPENDS COMPENSATION FOR PROFESSIONAL ANCILLARY SERVICES

Per Ed Code 87482.5(c)(1), compensation for ancillary services may be paid by the District for assignments which are not given load value or used for calculating eligibility for contract status. All contract and part-time faculty are eligible to receive compensation for ancillary services as long as the faculty have the knowledge and skills to perform the assigned work. The District must initiate the assignment via the approved form. Unit members may perform the assignment after receiving written approval. When professional ancillary activities are approved and assigned as noted above, unit members will be compensated in accordance with Article 7.3.1. Compensation shall be made within 45 days of the completion of the service performed. Payments based on

hourly rates will be converted to stipends based on the total hours of work to be performed.

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

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

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

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

7.3.2 Compensation Rates for Professional Ancillary Services

A. Participatory Governance

1. ~~Part-time~~ Participation by part-time faculty in participatory governance committees: \$800 per semester for part-time bargaining unit members appointed to the Academic Senate or Curriculum Committee. Appointees to other participatory governance committees or subcommittees may be eligible for up to \$400 per semester through mutual consent between the District and Faculty Association. Stipends will be paid at the end of each semester after verification of participation in the committee by the appropriate committee chair. In order to receive a stipend for committee participation, a part-time bargaining unit member must attend at least 75% of all meetings and have that attendance verified in writing by the committee chair to the Vice President of Instruction.
2. Faculty Coordinators will be selected in accordance with Article 4.6. The annual budget for Faculty Coordinator stipends shall be set at \$100,000. The stipend for an individual coordinator shall not exceed \$7500 per academic year.

B. Project Participation:

1. Online instructional delivery: Bargaining unit members will receive a stipend of \$150 per unit for each fully online course delivered for the first time, and \$100 per unit for each hybrid course of more than 50% online content delivered for the first time.
 2. Student learning outcomes participation: \$125 per course per semester for part-time faculty to participate in student learning outcomes processes, upon verification of participation within established deadlines
 3. Worksite Learning Supervision \$100 per student per semester. (refer to MOU dated July 17, 2024 through June 30, 2026).
 - C. 4. Other pre-approved project participation beyond contractual duties will be compensated based on hours of work to be performed and in accordance with Article 7.3 and 7.3.1 Professional development that exceeds Flex requirements (must be pre-approved) including training activities that are required by law, policy, or accrediting bodies
1. ~~Part time participation in professional development activities:~~ Part-time bargaining unit members shall be eligible for paid professional development activities as follows:
 - a. Instructional faculty: 1 (one) hour for every 18 hours of instruction for the academic year
 - b. Non-instructional faculty: 42 hours for every ~~beyond the scheduled 800 hours of allowable~~ non-instructional work performed per academic year, prorated accordingly.

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

2. Full and part-time bargaining unit members who provide professional development activities or who coordinate group professional development activities will be compensated based on the number of hours of work to be performed, converted to a stipend as described in 7.3 and compensated in accordance with Article 7.3.1. Compensation for delivery of such activities will include one additional hour of preparation for each hour of delivery of unique content and will be included in the total stipend.

3. Other professional development activities or required trainings which exceed Flex requirements will be compensated based on hours of work to be performed converted to a stipend as described in 7.3 and compensated in accordance with Article 7.3.1, including compensation for preparation of unique content as noted in 7.3.2 (C)(2).

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

1-11 eligible applicants \$300

12+ eligible applicants \$600

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

F. Athletic Coaching

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

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

Annual assistant coach allocations per sport are as follows:

SPORT	24-25 Allocation
Football	\$29,800
Basketball (M)	\$5,390
Basketball (W)	\$5,390
Volleyball (W)	\$5,100
Soccer (W)	\$8,800
Soccer (M)	\$8,800
Baseball	\$10,490
Softball	\$10,490
Cross Country (M/W)	\$5,100
Track (M/W)	\$15,590
Swimming (M/W)	\$10,490
Tennis (M/W)	\$5,390
Wrestling	\$5,100
Sand Volleyball	\$5,390
TOTAL ALLOCATION	\$127,620-131,320

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

~~7.3.1.4 The Superintendent/President or designee shall notify the Association in writing in a timely manner of any other stipends proposed to be paid ancillary services to be paid \$1500.00. 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.~~

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

7.5 PART-TIME FACULTY OFFICE HOURS

7 7.4.1 The District's annual contribution to the part-time faculty student office hour program will be \$15 \$192,000.

The following conditions will apply:

Part-time temporary unit members who teach at least one three-unit course with a lecture component during a given semester shall be eligible for one paid student office hour for a maximum of 17 paid office hours for the term. ~~per week duringt.~~ The student office hour may be divided into two one-half hour sessions. For those teaching more than one three-unit class with a lecture component shall be eligible for a maximum of two (2) office hours per week, for a maximum of 34 hours for the term. Office hours are not available for summer courses., ~~office hours will be pro-rated accordingly, up 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. Student office hours shall be paid at the rate of ~~\$30.00~~ \$33.00 per hour, effective August 2025.

Regular/contract and full-time temporary unit members shall not be eligible to participate.

- e. The student office hour shall not count in determining the unit member's full-time equivalent employment percentage for the purposes of obtaining tenure.
- f. The time for office hours shall be mutually agreed-upon between the unit member and the dean. Student office hours shall be posted and shall occur immediately before or after class, whenever possible.

ARTICLE 7.6 - ALLOWANCES FOR SPECIALIZED APPAREL AND MATERIALS

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

16.3 REEMPLOYMENT POOL

- A. The District shall maintain a reemployment preference pool (Pool), which is designed to provide reasonable continuity, protection and predictability to both bargaining unit members and the District relative to the ongoing process of making ~~class~~ faculty assignments. This Pool shall be maintained and updated by the Human Resources Department.
- B. All part-time bargaining unit members employed as of August 16, 2021, will be placed in the Pool. Part-time faculty will remain in the Pool unless a subsequent evaluation determines removal from the Pool, as described below.
- C. The Pool shall identify the part-time unit member's seniority date and courses previously taught. When making assignments, the District shall adhere to Article 16.5 Reemployment Preference and Assignment.
- D. If, in an evaluation after initial placement into the Pool, the part-time bargaining unit member earns ratings below "Meets" in any category, the supervising administrator will determine if the member a) remains in the Pool, b) is removed from the Pool, or c) remains in the Pool pending completion of an improvement plan, which should take place within two semesters, but may be extended based on the availability of courses and the member's availability to be assigned courses. Upon completion of the Performance Improvement Plan, the supervising administrator will make the final determination if the member will

remain in the Pool. This final determination will include consideration of the part-time bargaining unit member's historical performance and performance during the improvement plan. If the member fails to complete the improvement plan within the timeframe stated in the plan, and the member earns ratings below "Meets" in any category, they must be removed from the pool.

- E. A part-time bargaining member may be removed from the pool, at any time, if there are significant ~~behavioral~~ performance issues between evaluations that impact student learning.
- F. Part-time bargaining unit members must be notified in writing if they are being removed from the Pool. They will then have the opportunity for a conference with the supervising administrator, and, if requested, a Faculty Association representative. The part-time bargaining unit member must request the conference in writing within ten (10) business days of notification. After the conference, the supervising administrator will notify the part-time bargaining unit member of the final determination within five (5) business days.
- G. If removed from the Pool, part-time bargaining unit members may appeal the decision, in writing, to the appropriate Vice President. The Vice President's decision will be rendered within ten (10) business days of receiving the written appeal and will be considered final.
- H. When removed due to a performance evaluation, part-time bargaining unit members will re-enter the Pool if they earn "Meets" or better in each category in a subsequent evaluation and have not been disqualified from the pool under Article 16.5.4(d). Evaluation deadlines in this article may be extended by mutual agreement between the Faculty Association and District. A year for this purpose will be July 1 to June 30.
- I. Part-time Faculty will be removed from the Pool after four consecutive semesters with no assignments unless the faculty member has requested to remain in the Pool and the Dean supervising administrator has confirmed it is likely the faculty will be offered an assignment in the upcoming academic year. Part-time faculty shall maintain seniority pursuant to Article 16.5.4.d.

16.4 ASSIGNMENT REQUEST PROCEDURES FOR PART-TIME FACULTY **ASSIGNMENTS**

- A. All assignments for part-time faculty are contingent upon needs of the District and available funds, consistent with Ed Code Sections 87482.5 and 87474, and subject to exceptions in Article 16.5.
- B. For instructional assignments, the division dean will consult with part-time bargaining unit members regarding availability to teach courses each semester

and summer session. Members then receive notification of the assignment pursuant to Articles 4.4, 7.2.4.3, and 16.6

- C. For non-instructional assignments, part-time bargaining unit members will complete a Calendar Form requesting their assignment for each semester, summer session, intersessions, and spring break. These part-time bargaining unit members shall be notified of the form due date at least ten (10) business days prior to the due date. These members shall receive notification of assignment pursuant to Article 16.6,
- D. In no cases shall part-time faculty be assigned to more than 67% of a full-time assignment for faculty performing comparable duties. The 67% limit only applies to fall and spring semesters. Assignments during summer session, intersession, and spring break are dependent on District need and may be limited to 28 hours/week for all assignments combined.
- E. Service in professional ancillary activities by part-time non-instructional bargaining unit members including, but not limited to, governance and staff development, shall not be used for purposes of calculating eligibility for permanent status.
- F. The District balances part-time instructional assignments, including those for short-term courses, over the entire semester to maintain compliance with the 67% limit. A short-term course does not cause part-time instructional bargaining unit members to exceed the 67% limit when their total semester load remains at or below the 67% limit.
- G. The maximum allowable assignment (based on 67% rule) for part-time non-instructional faculty between the first day and final day of the fall semester and the first day and final day of the spring semester as defined in the District approved Academic Calendar shall be up to 800 (400 per semester) assigned hours (based on 175 days) ($175 \text{ days} \times 7 \text{ hrs/day} = 1225 \times 0.67\% = 820.75$ rounded down to 800 to prevent overage.). The District may balance part-time non-instructional assignments over the entire semester to maintain compliance with the 67% limit.
- H. ~~The Human Resources Department, Office of Instruction, or appropriate Division will send part-time bargaining unit members a Part-time Assignment Availability and Request Form each semester and summer session. Part-time bargaining unit members shall complete this form each semester and summer session. Non-instructional part-time bargaining unit members will complete a Calendar Form requesting their assignment for each semester. Part-time bargaining unit~~

~~members shall be notified of the form due date at least ten (10) business days prior to the due date.~~

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

16.5 REEMPLOYMENT PREFERENCE AND ASSIGNMENT

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

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

- A. Employee qualifications for the assignment including training in online teaching technologies and instructional strategies. ~~Employee qualifications to carry out the assignment, including but not limited to pedagogical technologies training;~~
- B. Expertise and/or proven experience in the specific requirements of the assignment and/or format. ~~Expertise and/or demonstrated practical experience in specific requirements of the assignment;~~
- C. Employee ability to use and expose students to current information, technology and skills required in the assignment.
- D. Employee availability at time of need.
- E. An employee's course assignment pattern over the previous four (4) semesters.

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

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

B. The need to fill the contractual load for a full-time bargaining unit member.

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

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

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

- A. If two or more part-time bargaining unit members have the same hire date, seniority placement will be determined by the total number of courses taught since their hire date. If the total number of courses taught since the hire date is identical, their seniority standing will be determined by lot. For non-instructional bargaining unit members hired on the same date, seniority placement must be determined by the total number of ~~days~~ hours of service since their hire date. If the total number of ~~days~~ hours of service is identical, their seniority standing must be determined by lot.
- B. Should additional ~~course~~ sections become available, ~~they will be offered to unit members with the most seniority within the Faculty Service Area qualified to teach the course.~~ with fewer than six weeks of the course, the assignment will be determined by the supervising administrator in accordance working Article 16.5.1.
- C. Seniority shall be determined by the original date of hire as a part-time bargaining unit member in the department or similar unit, not prior service with the District as administrators or classified personnel. Full-time instructional bargaining unit members who retire and become part-time bargaining unit members within one year of retirement will automatically enter the Pool. Their seniority placement will be based on the total number of overloads taught in the last 3.5 years of teaching. For non-instructional full-time bargaining unit members who retire and become part-time bargaining unit members, seniority placement must be based on the total number of days of service in the last 3.5 years of

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

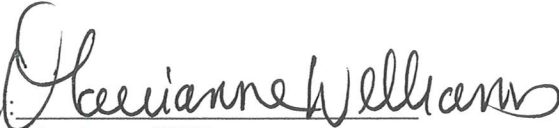
- D. A part-time bargaining unit member may lose their seniority hire date and eligibility for re-employment preference if a part-time bargaining unit member is not employed for twenty-four (24) months. A part-time bargaining unit member may lose their seniority hire date and eligibility for re-employment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

16.6 NOTIFICATION OF ASSIGNMENT

- A. Part-time bargaining unit members shall be notified in writing of, and accept in writing, whenever possible, a proposed assignment. Notification and response should take the form of a letter or email but may not be verbal.
- B. When declining a written proposed assignment under part (a), part-time bargaining unit members shall inform their Supervising Administrator, in writing, within ten (10) business days of receipt of the proposed written assignment. Failure to do so may mean the proposed assignment may be reassigned to another bargaining unit member and may result in removal from the Pool.
- C. The supervising administrator shall notify the part-time bargaining unit member when there is a change of assignment, loss of existing assignment, or lack of any assignment. The part-time bargaining unit member may request a meeting with the Supervising Administrator to discuss the change of assignment, loss of existing assignment, or lack of any assignment. Part-time bargaining unit members are subject to such assignments or change in assignment in the best interests of the District.
- D. Part-time bargaining unit members shall receive written confirmation of their assignment as approved by the supervising administrator. Whenever possible, notification shall be made at least six (6) weeks prior to the beginning of the assignment.

- E. After the instructional assignment has been mutually accepted by the faculty member and the supervising administrator, Human Resources (HR) will send the faculty member an hourly assignment contract for review. The faculty member is required to sign and return the contract to HR as an acknowledgment of the assignment. The signed contract must be returned no later than the assignment census date. If discrepancies are found in the assignment contract, the faculty member must notify HR within two (2) Business Days to address and resolve the discrepancies prior to returning the contract. HR will issue a revised assignment contract for faculty to review and signature within two Business Days. For any contracts not returned to HR, receipt of first payment of the assignment should be considered acceptance of assignment.
- F. Inability to take an assignment already agreed to shall not entitle the part-time bargaining unit member to an alternative assignment for that semester.
- G. A non-instructional assignment that has been offered to a bargaining unit member may be canceled by the District at any time before the first scheduled duty day for the assignment or at any time during the term of the assignment if conditions arise, as determined by the District, which make maintaining the assignment impractical.

SHASTA-TEHAMA-TRINITY JOINT
COMMUNITY COLLEGE DISTRICT

By: 
Marrienne Williams
Lead Negotiator

SHASTA COLLEGE FACULTY JOINT
ASSOCIATION/CTA/NEA

By: 
Kylee Cox
Lead Negotiator