

Tentative Agreement

between the

College of the Sequoias
Community College District

and the

College of the Sequoias Teachers' Association

For the Academic Years
2006–2007, 2007–2008, and 2008–2009

— September 27, 2006 —

1. The College of the Sequoias Community College District (District) and the College of the Sequoias Teachers Association (Association) enter into this tentative agreement. This is a three-year agreement which shall become effective July 1, 2006. Appropriate dates of the Master Agreement shall be changed to reflect this three-year agreement. Except as noted by this agreement, all other aspects of the Master Agreement shall remain status quo.
2. The MOU signed by the District on August 31, 2006, and which modifies the criteria for placement on Class V of the academic salary schedule shall be incorporated into the Master Agreement.
3. For the 2007–2008 and 2008–2009 academic years, salary (Article IX) and benefits (Article X) shall be automatic openers. For each academic year stated in this paragraph, each party shall have the option of opening up two (2) additional Articles. Each party will sunshine opener Articles on or before March 1 of the appropriate year.
4. Article IX shall be changed to reflect the following adjustment to the academic and overload salary schedules. For the 2006–2007 academic year, the academic and overload salary schedules shall be increased by 6.07%, retroactive to August 1, 2006.
5. Professional Responsibilities: Both parties agree to make good faith efforts to reach agreement on Professional Responsibilities.

The Professional Responsibility section of the collective bargaining agreement shall address reports and duties. Each report and duty included in this Professional Responsibility section shall include a timetable and deadline. Additionally, responsibilities of each party shall be addressed. The Academic Senate shall conduct research and will provide a report on or before February 1, 2007, on possible academic impacts of each report or duty to be negotiated. This report will be delivered to each exclusive representative. If no report is issued, then this section will be negotiated sans this input.

The agreement on Professional Responsibilities shall include the following reports and duties. Timetables shall be negotiated for each. Other aspects of Professional Responsibilities may be opened for discussion by mutual consent of both exclusive representatives.

Reports

Absence reports

Course syllabi

First day class rosters

Grades, including incompletes and petitions to modify student records

Office hours schedule

Final rosters

Positive attendance

Work experience student evaluation forms

Textbook ordering

Duties

Instructor-initiated drop of students never attending a scheduled course
Submitting enrollment forms in a timely manner
Issuing add codes
Procedure for adding students
Providing and using wait lists
Availability during office hours

If agreement is reached on professional responsibilities, and foundation funding of \$4 million or more (as referenced in the SB361 simulation from the Chancellor's Office) is realized or verified, then the academic and overload salary schedules shall be increased by an additional 1%, retroactive to August 1, 2006. The District shall send a letter of inquiry to the Chancellor's Office regarding the foundation money referenced herein. Both parties agree that if the Chancellor's Office response affirms that the College of the Sequoias is to receive foundation money of the amount specified herein, such verification shall satisfy the funding provision of this section.

6. Both parties agree to commence discussions on duties and other aspects of division chair structure and organization. At a minimum, any agreement shall define and enumerate the representational duties of chairs and eliminate supervisory duties. The Academic Senate shall conduct research and provide a report on or before February 1, 2007, on possible academic impacts of changes in division chair responsibilities. This report will be delivered to each exclusive representative. If no report is issued, then this section will be negotiated sans this input. If agreement is reached on division chair duties, these shall be incorporated into the current collective bargaining agreement, and shall supersede those duties referenced in the faculty handbook, board policy, or other source not obtained through collective bargaining. By mutual agreement, other aspects of division chair structure and organization may be opened for discussion.

If foundation funding as referenced above under Professional Responsibilities is realized or verified and if agreement is reached on representational duties of division chairs as described above, then the academic and overload salary schedules shall be increased by an additional 0.5%, retroactive to August 1, 2006.

7. The signatures of this tentative agreement signify that both parties have negotiated in good faith and have represented their authorities to the best of their ability. Furthermore, representatives of both parties will strongly support and have expectations of ratification by each side.

Signatures follow on next page.

Executed on this _____th day of October 2006.

For the Association

Ed Sense,
COSTA President

Wayne H Preston,
COSTA MA/NC Chair

Kevin Picciuto,
COSTA President-Elect

Mary Watté
Grievance Chair

George Woodbury,
MA/NC Member

Paul Gorley,
MA/NC Member

Shirin Sadeh,
MA/NC Member

For the District

William T. Scroggins,
Superintendent/President

Rod Frese,
District Chief Business Officer

John Bratsch,
Dean, Human Resources/Legal Affairs

Cindy DeLain,
Director, Nursing