

1 **ARTICLE 1.0 – CONDITIONS OF THE CONTRACT**

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3  
4 **1.1 AGREEMENT**

5  
6 The articles and provisions contained herein constitute a bilateral and binding agreement  
7 ("Agreement") by and between the Governing Board of the Shasta-Tehama-Trinity Joint  
8 Community College District ("Board") and the Shasta College Faculty Association/CTA/NEA  
9 ("Association"), an employee organization.

10  
11 **1.2 UNIT STABILITY**

12  
13 The Board recognizes the Association as the exclusive representative of all full-time and  
14 part-time regular or contract academic employees, summer school academic employees,  
15 employees who are replacements for academic employees on leave of absence or  
16 sabbatical leave, and those hourly paid academic employees and temporary academic  
17 employees who are hourly paid and have taught at least the equivalent of three semesters of  
18 the last six semesters inclusive, and excluding substitutes and employees designated  
19 management by the Board as follows:

- 20  
21 District Superintendent/President  
22 Vice Presidents  
23 Associate Vice Presidents  
24 Deans  
25 Associate Deans  
26 Directors  
27 Supervisors  
28

29  
30 No unit positions of the Association will be changed during the term of the contract without  
31 the mutual consent of the Association and the Board.

32  
33 **1.3 TERM OF THE CONTRACT**

34  
35 **1.3.1** The term of this agreement is July 1, 2006, through June 30, 2009. Not later than  
36 April 15 of the calendar year in which this agreement expires, the Board's negotiator shall  
37 meet with the Association for the purpose of establishing a calendar of meeting dates for the  
38 year. This calendar can be modified by mutual consent. (*Board Ratified 6/27/07*)

39  
40 **1.3.2** The provisions of this contract will remain in full force and effect until agreement on  
41 a subsequent contract is reached between the Association and the District or until  
42 negotiations on a subsequent contract are terminated without agreement.

43  
44 **1.3.3 REVISION OF THE CONTRACT**

45  
46 Revision of this agreement may occur during the term by mutual agreement. Prior to April 15  
47 of each year, either party may reopen negotiations, with respect to Article VII (Wages and  
48 Benefits), calendar, and two other articles of each party's choosing.  
49

ARTICLE 1.0 – CONDITIONS OF THE CONTRACT

1       **1.4       RATIFICATION**

2  
3       The final proposal as agreed upon and signed by negotiators for both parties will be  
4       submitted to the Board for ratification at the next regularly scheduled Board meeting or within  
5       thirty (30) days after signing of the final agreement by negotiators.  
6

7       **1.5       EFFECT OF AGREEMENT**

8  
9       It is understood and agreed that the specific provisions contained in this agreement shall  
10      prevail over District practices and procedures and over state law to the extent permitted by  
11      state law.  
12

13      **1.6       ORGANIZATIONAL SECURITY**

14  
15      **1.6.1     PART-TIME BARGAINING UNIT MEMBERS**

16  
17      **1.6.1.1   Termination and Reemployment**

- 18  
19      a. A part-time academic bargaining unit member may appeal the decision to terminate  
20      his/her assignment through the administrative chain to the Vice President of  
21      Academic Affairs, whose decision shall be final. The initial appeal shall be filed in  
22      writing with the Division Dean or Evening Dean, as appropriate, within ten (10)  
23      working days after the bargaining unit member receives written notice of termination  
24      of his/her assignment. The decision of the Division or Evening Dean may be  
25      appealed within ten (10) working days to the Vice President of Academic Affairs.  
26      Each administrator shall respond in writing within ten (10) working days.  
27      b. In the event of temporary termination due to insufficient class enrollment, part-time  
28      bargaining unit members will be offered, in a subsequent semester, opportunity for  
29      reemployment in part-time hourly courses for which they are credentialed and  
30      qualified for a period of 24 months beginning with the first day of the following  
31      semester. Qualification shall be determined by the District based upon fields of  
32      study, past teaching experience congruent with the specific course offering, and  
33      proven instructional ability.  
34      c. In the event that a full-time bargaining unit member is assigned to replace a part-time  
35      bargaining unit member as provided for in Article 2.0 and/or a reduction-in-force,  
36      part-time bargaining unit members shall be released in inverse seniority based on  
37      the date of having first rendered paid services as a part-time bargaining unit member  
38      taking into account credentials and qualifications. Qualification shall be determined  
39      as set forth in Section 1.6.1.1(b) above. A part-time bargaining unit member  
40      released pursuant to this Section shall be offered the first opportunity for  
41      reemployment in part-time hourly courses for which the bargaining unit member is  
42      credentialed and qualified.

1 **ARTICLE 2.0 – HOURS OF EMPLOYMENT**

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4 **2.1 DEFINITIONS**

5  
6 **2.1.1 Calendar**--the calendar for the academic year appears as Appendix A of this  
7 Contract. The academic year excludes winter intersession and spring break periods to allow  
8 adjunct faculty to teach during the intersessions without courses at those times counting  
9 toward the 60% limit for fall and spring semesters.

10  
11 **2.1.2 Consecutive Hours of Employment**--those hours starting from the beginning of  
12 the first class of a given instructor until the termination of his/her final class in any calendar  
13 day.

14  
15 **2.1.3 Days of Employment**--the number of days of service for the academic year shall be  
16 175 days. The number of days of service for counselors shall be 195 days. There shall be  
17 175 days of instruction each academic year.

18  
19 **2.1.4 Duty Year**--the duty year shall start with the first instructional bargaining unit  
20 member duty day on the academic calendar and shall end for each individual bargaining unit  
21 member on the last duty day on the academic calendar, or with the submission of grades in  
22 June and the permission of the appropriate administrator(s) designated by the  
23 Superintendent/President. The duty year for Counselors and other designated faculty  
24 working on a 195-day contract is July 1 through June 30. Each Counselor and other  
25 designated faculty will meet individually with the supervising administrator to mutually agree  
26 to a 195-day work year. By mutual agreement any 195 days between July 1 and June 30  
27 may be included in the duty year. Counselors shall be guaranteed a break of four  
28 consecutive weeks per calendar year. Assignment agreements must be made and signed by  
29 both parties by February 15 of the preceding year. Shasta College counselor longevity will  
30 be considered in making schedule assignments, with senior faculty having the first choice of  
31 work schedules. *(Board Ratified 6/27/07)*

32  
33 Each 195-day employee shall have the option of taking as many duty days as necessary to  
34 achieve at least a 14 calendar day break at the end of the first semester. For the purpose of  
35 this section, "days between semesters" is defined as those commencing with the first day the  
36 college is open for official business after the beginning of the new year through the day  
37 before the beginning of the spring semester. Copies of these 195-day work agreements shall  
38 be filed with the 195-day employee, supervising administrator, and Human Resources Office.

39  
40 **2.1.5 Instructional-related activities** include, but are not limited to, the following:  
41 teaching, office hours, committee work (ad hoc, standing, and governance), curriculum  
42 development, meetings, classroom preparation, classroom activity planning, grading and  
43 continuing education. *(Board Ratified 6/27/07)*

44  
45  
46  
47 **2.2 TERMS**

48  
49 **2.2.1** It is the expressed intent of this Section to include only academic contract  
50 bargaining unit members and regular bargaining unit members as defined in Education Code,  
51 Section 87601, (a) and (b), except those bargaining unit members employed on an hourly  
52 basis.

## ARTICLE 2.0 – HOURS OF EMPLOYMENT

1       **2.2.2**     The normal College business hours are 8 a.m. to 5 p.m., Monday through Friday.  
2       Selected educational programs and services are offered, however, from 5 p.m. to 11 p.m.  
3       both on- and off-campus, as well as on the weekend.  
4

5       **2.2.3**     Bargaining unit members whose duties are classroom instruction shall be on duty  
6       on the College campus an average of thirty (30) hours per week over a span of four (4)  
7       consecutive weeks or a proration based on the bargaining unit member load formula. It is  
8       understood that instructional related activities may require a minimum of ten (10) hours off-  
9       campus to be performed at the discretion of the bargaining unit member. (*Board Ratified*  
10      *6/27/07*)  
11

12      **2.2.4**     Instructional activities shall be scheduled by each bargaining unit member on each  
13      of the five (5) days per week. Exceptions to this, based on written rationale, may be  
14      approved by the Division Dean and the Vice President of Academic Affairs. (*Board Ratified*  
15      *6/27/07*)  
16

17      **2.2.5**     A schedule including the bargaining unit member's approved class schedule and  
18      providing for at least five (5) hours for student conference per week shall be prepared by the  
19      bargaining unit member and placed on file with the Division Dean, Vice President of  
20      Academic Affairs, and Admissions and Records Office. A copy will also be placed on the  
21      bargaining unit member's office door. Bargaining unit members who have twenty-five (25) or  
22      more contact hours per week will have as many office hours scheduled as needed to meet  
23      the thirty (30) hour per week provision. Bargaining unit members shall remain in their offices  
24      during the scheduled student conference hours unless another arrangement has been  
25      approved in advance, and in writing, by the appropriate Division Dean. For instructors  
26      teaching online courses, one office hour per online course may be held at a location other  
27      than the instructor's office, provided it is regularly scheduled and clearly communicated with  
28      the Dean and students. This will apply only to classes taught entirely online or hybrid classes  
29      in which the lecture portion of the class is done entirely online. (*Board Ratified 6/27/07*)  
30

31      **2.2.6**     Those bargaining unit members who are assigned full time to non-classroom  
32      responsibilities shall be scheduled duties for an average of thirty-five (35) hours per week  
33      during the contract year. It is understood that non-classroom responsibilities may require a  
34      minimum of five (5) hours off-campus for non-classroom-related activities to be performed at  
35      the professional discretion of the bargaining unit member. Any bargaining unit member  
36      whose assignment encompasses both classroom teaching and non-classroom duties will be  
37      assigned in accordance with the District Faculty Load Calculations.  
38

39      **2.2.6.1**    Effective July 1, 1999, full-time counselors who work 195 days a year shall be  
40      entitled to 195 hours of preparation time a year. The District may, at its option, schedule  
41      one-half (1/2) hour of preparation time for up to forty-five (45) work days per contract year  
42      and no more than two (2) hours of preparation in any one day at other times. Counselors  
43      who teach a course are entitled to one hour of preparation time for each hour of instruction.  
44      Preparation time shall be on-campus duty time. Time not scheduled for counseling  
45      appointments, preparation, meetings, or other appropriate purposes shall be available for  
46      drop-in counseling.  
47

## ARTICLE 2.0 – HOURS OF EMPLOYMENT

1       **2.2.7**     According to District policy, bargaining unit members whose first day of paid service  
2       was prior to September 1, 1989, will be assigned a major portion of their instructional load  
3       during the hours of 8 a.m. to 5 p.m., Monday through Friday, whenever possible. Bargaining  
4       unit members may, however, be assigned classes during evening and weekends as special  
5       needs of the District dictate. If, because of special needs of the District, it becomes  
6       necessary to assign bargaining unit members other than between the hours of 8 a.m. to  
7       5 p.m., such assignments will be made by mutual agreement of the bargaining unit member  
8       and the supervisor whenever possible. If mutual agreement cannot be achieved, such  
9       assignment will be made only by the appropriate Vice President who shall document all the  
10      alternatives considered and justify the necessity for the assignment. All loads so assigned  
11      will be considered in the District load policy and at no time will require daily scheduled  
12      classroom instruction span more than seven (7) hours unless specifically requested in writing  
13      by the bargaining unit member and approved by the appropriate Vice President.

14  
15      **2.2.8**     No scheduled hours for any regular assignment will exceed a nine (9)-hour span of  
16      time.

17  
18      **2.2.9**     Whenever an evening assignment is made, no less than twelve (12) consecutive  
19      hours shall elapse between the end of the last assigned hour on one day and the beginning  
20      of the first assigned hour on the following day.

21  
22      **2.2.10**    All bargaining unit member load assignments will be made in consultation with the  
23      bargaining unit member, the immediate supervisor, and the appropriate Vice President.

24  
25      **2.2.11**    Any exceptions of these "hours of employment" provisions must be approved by the  
26      appropriate Vice President through the recommendation of the immediate supervisor.

27  
28      **2.2.12**    All bargaining unit members are required to attend staff meetings scheduled by the  
29      District Administration unless excused in writing and in advance of the meeting.

30  
31      **2.2.13**    Bargaining unit members whose first day of paid service was on or after  
32      September 1, 1989, will be assigned an instructional load according to the special needs of  
33      the District. Such instructional load may include evening and weekend assignments on- or  
34      off-campus. All loads so assigned will be considered in the District load policy. No  
35      scheduled hours for any such regular assignment shall exceed an average of a nine (9) hour  
36      span of time over two (2) consecutive days of instruction. No scheduled hours shall exceed  
37      a twelve (12) hour span of time for any one (1) day.

38  
39      No less than twelve (12) consecutive hours shall elapse between the end of the last assigned  
40      hour on one day and the beginning of the first assigned hour on the following day.

41  
42      **2.2.14**    When a bargaining unit member is assigned release time for non-instructional  
43      duties, hours will be pro rata based on a 40-hour workweek.

1 **ARTICLE 3.0 – LOCATION TRANSFER**

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4 **3.1 DEFINITIONS**

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6 **Location Transfer**--a change of duty location outside a ten-mile radius of the duty station  
7 held immediately prior to the assignment change.  
8

9 **3.2 APPLICATION OF CONTRACT**

10  
11 When transfer of a contract of regular bargaining unit member requires transportation from  
12 one District location to another during any one calendar day, it is agreed that transportation  
13 will be furnished by the District; and that the required driving time will be considered in the  
14 bargaining unit member load formula.  
15

16 If transportation is not furnished, the bargaining unit member will be compensated at the  
17 District's existing mileage rate from the Shasta College Redding campus to the site of  
18 transfer.  
19

20 **3.3 LOCATION TRANSFER**

21  
22 If, because of changing student preferences, it becomes necessary to transfer bargaining  
23 unit members covered by this agreement, such transfers will be made by mutual agreement  
24 of the bargaining unit member and the supervisor whenever possible. If mutual agreement  
25 cannot be achieved, such transfer will be made only by the appropriate Vice President who  
26 shall state the reasons for the transfer in writing.  
27

28 **3.4 TRAVEL EXPENSES**

29  
30 A bargaining unit member transferred under the provisions of this Article shall be paid for  
31 travel to the newly assigned location for miles traveled in excess of twice the distance  
32 between the employee's home and Shasta College.  
33

34 In addition, the bargaining unit member will be paid one-half of his/her regular hourly  
35 teaching rate for driving time to and from the newly assigned location in excess of twice the  
36 time previously spent driving between his/her home and Shasta College.  
37

38 **3.5 REIMBURSEMENT RATE FOR TRAVEL EXPENSES**

39  
40 The reimbursement rate for the travel expenses defined in 3.4 shall be the Standard  
41 Business-Use Mileage Rate established by the U.S. Internal Revenue Service. The District  
42 will pay the rate in effect on July 1 of any fiscal year throughout the entire fiscal year.

## **ARTICLE 4.0 – WORKLOAD**

### **4.1 BARGAINING UNIT MEMBER LOAD CALCULATION**

**4.1.1** The load for regular full-time teaching faculty shall be 100%, computed as follows:

- Each lecture/discussion hour per week per 18 week semester (540 annual) = 6 2/3% (100% ÷ 15 hrs/week = 6 2/3%)
- Each weekly composition lecture hour in ENGL 190 and ENGL 1A per 18 week semester (480 annual) = 7.5% (100% ÷ 13.33 hrs/week = 7.5%) effective with the 2007-08 academic year. (*Board Ratified 6/27/07*)
- 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%) *Effective 1/1/07*
- 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: (*Board Ratified 6/27/07*)
  - 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 Dean and approved by the Vice President of Academic Affairs.
  - The large class size factor will be determined at census.

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

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

**4.2** Each full-time faculty member will have a load bank. The balance shall be reported each semester on a Faculty Load Form, to be signed by the faculty member and Dean 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 faculty member's load bank balance reaches either a positive or negative balance of 20%, that faculty member's schedule will be adjusted accordingly within a two-semester period of time. If the faculty member's load is not adjusted to 100% or higher, the accumulated load bank balance deficit will not exceed 25%. The amount of the credit or deficit for this purpose will not exceed 25%. If a faculty member's load bank balance is greater than 25%, the faculty member will be paid at the adjunct faculty lecture hourly rate for the amount of the credit.

**4.2.3** All faculty loads and load bank balances shall be reported to the Faculty Association no later than the end of the ninth week of each semester.

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1  
2 **4.2.4** If a faculty member leaves the Faculty Association bargaining unit, or District  
3 employment, or retires, the member's load bank balance is erased. Neither the faculty  
4 member nor the District has any financial obligation to compensate the other party for any  
5 deficit or credit.

6  
7 **4.2.5** An overload assignment is a separate, voluntary assignment requested by the  
8 faculty member in addition to the member's assigned load that requires a separate contract.  
9 The member is compensated at the adjunct hourly rate. A faculty member with a load bank  
10 balance deficit of 10% or greater will have an overload assignment automatically applied to  
11 his/her load bank balance, in lieu of compensation at the hourly rate.

12  
13 **4.2.6** If the deficit is less than 10%, the bargaining unit member may elect to bank or be  
14 paid for the entire overload assignment.

15  
16 **4.2.7** No faculty member may grieve an alleged violation of Article 4.2.5 and/or 4.2.6  
17 based on events arising through the spring 2006 semester, unless the unit member has  
18 clearly objected to an overload, in writing, at the time of signing his/her fall 2004, spring 2005,  
19 fall 2005, and/or spring 2006 semester(s) Faculty Load Report(s). The written objection must  
20 have been on or appended to the load report.

21  
22 **4.2.9** Instructional Division bargaining unit members and Division Deans shall be  
23 responsible for determining and establishing appropriate class size by mutual consent.

24  
25 **4.2.9.1** The voluntary consent of the bargaining unit member shall be required to exceed  
26 established class size. Overload will be facilitated by the bargaining unit member's use of  
27 over-enrollment cards.

28  
29 **4.2.9.2** The number of students in laboratory sections shall not exceed the number of  
30 established stations and/or available equipment or teaching aides.

31  
32 **4.2.10** All faculty members shall be notified in writing at least three (3) weeks in advance of  
33 the printing of the course schedules for the ensuing academic period. Each faculty member  
34 shall meet with his/her immediate supervisor to modify or otherwise alter such schedule as  
35 necessary and to adopt a mutually acceptable final schedule for that academic period. The  
36 class schedule must be approved by the Vice President of Academic Affairs.

37  
38 **4.2.10.1** If a bargaining unit member is not satisfied with the proposed schedule for the  
39 bargaining unit member's assignment, the bargaining unit member may appeal the schedule  
40 by giving a written notice of appeal to his/her Division. Such appeal must be filed within five  
41 (5) days of receipt of the proposed schedule. The appeal shall be on a form agreeable to the  
42 District and the Association and shall include the original schedule, the bargaining unit  
43 member's requested schedule, and the bargaining unit member's reasons for requesting a  
44 schedule change.

45  
46 **4.2.10.2** Concurrently with the written notice to the Division Dean, the bargaining unit  
47 member shall request that the Association appoint a member to a "Schedule Appeal  
48 Committee." This committee shall consist of the member appointed by the Association, a  
49 member appointed by the Division Dean and a third member selected by the Association's  
50 representative and the District's representative.

51  
52 **4.2.10.3** Within ten (10) days of receiving the appeal the Schedule Appeal Committee shall  
53 meet to consider, discuss, or investigate the appeal. They will provide a written copy of their

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1 conclusions and recommendations to the appealing bargaining unit member and the Division  
2 Dean. Unless appealed under 4.2.10.4, the schedule recommended by the committee shall  
3 be the schedule for the bargaining unit member in the following academic period.  
4

5 **4.2.10.4** If either the bargaining unit member or the Division Dean does not accept the  
6 recommendations of the Schedule Appeal Committee, he or she may appeal the proposed  
7 schedule to the Vice President of Academic Affairs, who shall make the final decision about  
8 the class schedule. If the Vice President of Academic Affairs does not accept the Schedule  
9 Appeal Committee's recommendation, the Vice President will provide written justification for  
10 the necessity for the schedule.  
11

12 **4.2.11** Whenever a bargaining unit member is underloaded, the District may assign up to  
13 the required average as defined in Section 4 herein; or if the underload is due to insufficient  
14 enrollment, the District may then reassign any full-time bargaining unit member to another  
15 instructional area or division.  
16

17 If the above bargaining unit member cannot qualify for reassignment, the District will  
18 establish a program for retraining which enables such reassignment. The retraining program  
19 may be conducted through the professional growth program, or at the District's discretion,  
20 through the utilization of the special sabbatical leave for retraining as set forth in Article  
21 6.2.2.2.  
22

23 **4.3** Part-Time temporary faculty parity shall be defined as follows:  
24

25 **4.3.1** Instructional Faculty: Instructional faculty's annual salaries compensate them for  
26 work; 75% of which is devoted to teaching, preparation, and grading; 12.5% devoted to office  
27 hours, and 12.5% for curriculum development, meetings, and other professional activities.  
28

29 Parity pay rates shall be calculated as follows:  
30

31 Class and step annual rates on the full-time faculty salary schedule will be multiplied by 75%,  
32 which represents the teaching portion of a full-time instructor's workload. The amount arrived  
33 at in this calculation shall be:  
34

- 35 • Divided by 525 hours to determine the hourly rate for lecture classes (15 hours per  
36 week per 17.5 week semester).  
37
- 38 • Divided by 467 hours to determine the hourly rate for composition lecture ENGL 190  
39 and ENGL 1A classes effective with the fall 2007-08 academic year (13.33 hours per  
40 week per 17.5 week semester). (*Board Ratified 6/27/07*)  
41
- 42 • Divided by 700 hours to determine the hourly rate for lab/activity classes (20 hours  
43 per week per 17.5 week semester).  
44
- 45 • Divided by 700 hours to determine the hourly rate for non-directed lab (nursing)  
46 classes (20 hours per week per 17.5 week semester).  
47
- 48 • Divided by 875 hours to determine the hourly rate for non-credit classes (25 hours  
49 per week per 17.5 week semester).  
50

51 **4.3.2** Non-Classroom Unit Members: Non-classroom unit members' annual salaries  
52 compensate them for work, 87.5% of which is devoted to scheduled activities and 12.5%  
53 devoted to non-scheduled activities.  
54

55 Parity rates shall be calculated as follows:

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**4.3.2.1** 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).

1 **ARTICLE 5.0 – EVALUATION POLICY**

2  
3  
4 **5.1 INTRODUCTION**

5  
6 The District shall evaluate bargaining unit members on a uniform basis. Contract bargaining  
7 unit members shall be evaluated each semester each year, regular bargaining unit members  
8 shall be evaluated at least once every three academic years, and part-time and temporary  
9 bargaining unit members shall be evaluated within the first year of employment and at least  
10 once every six semesters that the employee renders service. *(Board Ratified 6/27/07)*

11  
12 The criteria for evaluation shall be as set forth in the Evaluation Summary Report, Appendix  
13 B, which is attached hereto and incorporated herein by reference.

14  
15 **5.2 DEFINITIONS**

16  
17 For the purpose of this Article, the following definitions will apply:

18  
19 **5.2.1** For the purpose of this Article, "**contract instructor**" means a bargaining unit  
20 member who is employed on the basis of a contract in accordance with the provisions of  
21 Education Code Sections 87604 through 87609. A contract instructor is a probationary  
22 employee. A "contract instructor" is commonly referred to as "probationary faculty" at Shasta  
23 College.

24  
25 **5.2.2 "Regular instructor"** means a bargaining unit member who is employed in  
26 accordance with the provisions of Education Code Section 87608(c) or 87608.5(c) or Section  
27 87609(a). A regular instructor is commonly referred to as "tenured" or "permanent" at Shasta  
28 College.

29  
30 **5.2.3 "Part-time" or "Adjunct"** faculty means a bargaining unit member employed in  
31 accordance with Education Code Section 87482.5.

32  
33 **5.2.4 "Appropriate administrator"** means a supervising administrator or an  
34 administrator senior to the supervising administrator in the chain of command. "Supervising  
35 Administrator" means the administrator with primary responsibility for evaluating the unit  
36 member.

37  
38 **5.2.5 Personnel File**--those documents associated with personnel processing, such as  
39 application transcripts, placement office file, TB tests, etc.

40  
41 **5.2.6 Evaluation File**--any documents associated with evaluation of performance related  
42 to contract responsibilities.

43  
44 **5.2.7 "Temporary Instructor"** means a bargaining unit member employed in accordance  
45 with Education Code Section 87470, 87471, 87478, 87480, 87481 or 87482.

46  
47 **5.3 PROCEDURAL RIGHTS**

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

51  
52 **5.3.1** Transmission of written evaluations and assessments to the bargaining unit  
53 member.

## ARTICLE 5.0 – EVALUATION POLICY

1       **5.3.2**    Opportunity for the bargaining unit member to react or respond in writing to the  
2       written evaluation and assessment.

3  
4       **5.3.3**    Recommendation of the supervisor.

5  
6       **5.3.4**    Notification in writing of unsatisfactory performance, including recommended  
7       improvements.

8  
9       **5.3.5**    Providing assistance to improve performance.

10  
11       **5.3.6**    Upon request, the right of representation by the Association at any conference  
12       concerning an evaluation.

### 13 14       **5.4        EVALUATION PROCEDURE FOR REGULAR INSTRUCTORS**

15  
16       The Vice President of Academic Affairs will supervise the overall evaluation process for  
17       regular bargaining unit members.

18  
19       Student evaluation shall be implemented upon request by the regular bargaining unit  
20       member, Division Dean, or Vice President of Academic Affairs.

21  
22       During the first two (2) weeks of every semester, bargaining unit members will have available  
23       for each student a written copy of the course description, objectives, grading, testing,  
24       attendance, and other requirements expected of the students. This information will establish  
25       the primary basis for evaluation of the course and the bargaining unit member by the various  
26       parties involved.

27  
28       Each Division Dean will orient his/her division members to be evaluated near the beginning of  
29       the school year. They will:

- 30  
31       a. Acquaint bargaining unit members with the College's total program of bargaining unit  
32       member evaluation (i.e., philosophy, objectives, staff responsibilities, procedures and  
33       processes, evaluative instruments, etc.);  
34  
35       b. Make clear to the bargaining unit members to whom they are chiefly responsible for  
36       their evaluation and retention; and  
37  
38       c. Advise the bargaining unit members of any particulars concerning professional  
39       responsibilities which might influence the bargaining unit members' evaluations.

#### 40 41       **5.4.1    STUDENT OPINION SURVEYS** (*Board Ratified 6/27/07*)

42  
43       **5.4.1.1** The objective of student evaluation is to:

- 44  
45       a. Determine student response to the fulfillment of the stated and distributed course  
46       objectives.  
47  
48       b. Give a basis for the bargaining unit members, and supervising administrator to  
49       communicate for the purpose of maintaining a strong instructional program.  
50  
51       c. Become an official part of the bargaining unit member's confidential evaluation file for  
52       use in the overall evaluation process.

ARTICLE 5.0 – EVALUATION POLICY

**5.4.1.2 Each bargaining unit member will:**

- a. Distribute and explain the course objectives, grading policy, references and materials required, assignment procedures, practices, and other pertinent information about the course near the beginning of each semester.
- b. Periodically review the course objectives with the students during the course of the semester for the purpose of refreshing the expected outcome of the course.

**5.4.1.3 The Research Office shall perform the work of distributing, collecting, and compiling the reports from the Student Opinion of Teaching for the bargaining unit member being evaluated and shall: (Board Ratified 6/27/07)**

- a. Assure the responses will remain anonymous and that procedures for gathering information are clear and consistently followed.
- b. Oversee the distribution and collection of Student Opinion of Teaching forms to/from all classes taught by the bargaining unit member being evaluated.
- c. Summarize the Student Opinion of Teaching form data, maintaining confidentiality.
- d. Submit written student comment forms and two (2) copies of tabulated form results to the Vice President of Academic Affairs.

**5.4.1.4 The Office of Academic Affairs will:**

- a. Return written student comment forms and two (2) copies of tabulated results from the Student Opinion of Teaching form to the bargaining unit member's supervising administrator. The supervising administrator shall provide the written student comments as well as the tabulated results to the bargaining unit member as soon as possible upon submission of semester grades (generally, before the start of the next term). The supervising administrator's copy will be returned to the appropriate Vice President (Academic Affairs or Student Services) with the Evaluation Summary Report. For Permanent, Tenured Bargaining Unit Members, written student comment forms may be included in the unit member's evaluation file upon request by either the supervising administrator or the unit member. For Probationary faculty, all written student comment forms shall be retained in the personnel file until a tenure decision is made. Six months after the tenure decision has been made, written student comment forms will be removed from the personnel file unless a written request to retain them is made by an appropriate administrator or the bargaining unit member. (Board Ratified 6/27/07)
- b. Utilize the student evaluation summary in carrying out the overall evaluation process.

**5.4.1.5 Criteria for student evaluation:**

- a. An evaluation instrument will be used which includes the following criteria and will be designed in such a way to reflect the nature of the class (i.e., lab, activity, lecture, etc.):
  - 1. Were the course objectives clearly distributed, explained, and fulfilled?

## ARTICLE 5.0 – EVALUATION POLICY

- 1                   2. Were the grading assignments, required materials, and other miscellaneous  
2                   course?
- 3
- 4                   3. Requirements appropriate for fulfilling the course objectives and unit credit for the  
5                   course?
- 6
- 7                   4. Was the course useful and practical for the student?
- 8
- 9                   5. Was the material organized and presented in a clear, interesting, and meaningful  
10                  manner?
- 11
- 12                  6. Was the classroom atmosphere appropriate for learning (i.e., was the student  
13                  free to express his/her views; was the bargaining unit member courteous; did the  
14                  bargaining unit member stimulate intellectual curiosity)?
- 15
- 16                  7. Was the student able to receive adequate out-of-class assistance from the  
17                  bargaining unit member?
- 18
- 19                  8. Did the bargaining unit member attend to the mechanical aspects of the class  
20                  (i.e., returning papers quickly, starting class on time, etc.)?
- 21
- 22                  9. An appropriate student evaluation instrument using criteria related to the job  
23                  description shall be used for evaluation of non-teaching bargaining unit  
24                  members.
- 25

### 26           **5.4.2    ADMINISTRATIVE OBSERVATIONS**

27  
28           This procedure will be supervised by the appropriate administrator but will involve other  
29           administrators and Division Deans.

30  
31           **5.4.2.1** Each Division Dean will inform the regular bargaining unit members of the division  
32           schedule for carrying out the evaluations and the post-observation conferences.

33  
34           **5.4.2.2** Whenever possible, it would be desirable to have the administrative observations in  
35           one of the classes being evaluated by students.

36  
37           **5.4.2.3** Each Division Dean or other evaluator should adhere to the following criteria as  
38           he/she completes each classroom observation report; hence, his/her actual classroom  
39           observations should be guided by these criteria and the report should:

- 40
- 41           a. Include significant data regarding factors which may influence teaching performance  
42           (e.g., number of different class preparations, number of students in class, years of  
43           experience teaching the particular course, classroom facilities, etc.).
- 44
- 45           b. Be based upon full context of total observation.
- 46
- 47           c. Be in terms of observable behavior. Judgments of teaching performance should  
48           refer to behavior as recorded in the report.
- 49
- 50           d. Avoid observations which cannot be supported by specific instances or generally  
51           accepted criteria of good educational practices (e.g., reports should not reflect  
52           disagreements over theories of teaching methods and procedures where the

## ARTICLE 5.0 – EVALUATION POLICY

1 methods and procedures in question are commonly used and appropriate to the  
2 purposes of the class).

3  
4 **5.4.2.4** Each supervising administrator or other evaluator should make certain that post-  
5 observation conferences are held with the regular bargaining unit member concerned as  
6 soon as possible following the observations but generally no later than five (5) working days  
7 following the observation. If the conference has not been held within seven (7) working days  
8 of the observation, a new observation shall be conducted.

- 9  
10 a. During the conference the regular bargaining unit member shall be allowed to read  
11 and react to the observation report.  
12  
13 b. Both strengths and possible weaknesses will be considered. Any specific  
14 suggestions as to recommended improvement should be included in the report.  
15  
16 c. Upon conclusion of the conference, the observation report shall be signed both by  
17 the regular bargaining unit member and the evaluator. The regular bargaining unit  
18 member shall have the opportunity to present his/her own comments in writing on the  
19 substance of the report. Signing the report does not necessarily indicate that the  
20 evaluated bargaining unit member agrees with the report, but only that he/she has  
21 read the report. The regular bargaining unit member will receive a copy of the  
22 signed report.  
23  
24 d. The original copy of each observation report will be sent to the Office of Academic  
25 Affairs after each conference.  
26

27 **5.4.2.5** The observation reports will become part of the Evaluation Summary Report.  
28

### 29 **5.5 EVALUATION PROCEDURE FOR REGULAR NON-TEACHING UNIT MEMBERS**

30 Each non-teaching regular bargaining unit member will be evaluated by his/her immediate  
31 supervisor. A written evaluation will be prepared incorporating the following features:  
32  
33

34 **5.5.1** The criteria for evaluation shall be as set forth in the Evaluation Summary Report  
35 attached as Appendix B-3. The Office of Academic Affairs shall conduct an appropriate  
36 student evaluation.  
37

38 **5.5.2** A conference will be held to discuss the evaluation of job performance. During the  
39 conference:  
40

- 41 a. The non-teaching bargaining unit member shall be allowed to read and react to the  
42 performance report.  
43  
44 b. Both strengths and weaknesses should be considered. Any specific suggestions as  
45 to how possible difficulties could be remedied shall be discussed.  
46  
47 c. Upon conclusion of the conference, the observation report should be signed by the  
48 non-teaching bargaining unit member and the evaluator. The non-teaching  
49 bargaining unit member shall have the opportunity to present comments in writing on  
50 the substance of the report. Signing the report does not necessarily indicate that the  
51 non-teaching bargaining unit member agrees with the report, but only that the report  
52 has been read. The non-teaching bargaining unit member will receive a copy of the  
53 signed report.

## ARTICLE 5.0 – EVALUATION POLICY

- 1  
2 d. The original copy of each observation report should be sent to the appropriate Vice  
3 President's office after each conference.  
4

5 **5.5.3** The observation reports will become part of the Evaluation Summary Report.  
6

### 7 **5.6 EVALUATION SUMMARY REPORT**

8  
9 **5.6.1** No later than three weeks prior to the end of the academic year, evaluation  
10 Summary Reports are prepared by the appropriate administrator who is responsible for the  
11 administrative evaluations. It is a compilation of the student and administrative evaluations.  
12 After the summary is completed, a copy is provided for the regular unit member being  
13 evaluated before a conference is held.  
14

15 **5.6.2** The conference is intended to review the content of the summary report and afford  
16 the regular bargaining unit member being evaluated an opportunity to react to the report and  
17 establish a plan for appropriate professional growth and a timetable for reevaluation of  
18 deficient areas.  
19

20 **5.6.3** The Appropriate Administrator having responsibilities for evaluation should observe  
21 the following guidelines regarding the use and contents of the evaluation reports and other  
22 data gathered as part of the evaluation.  
23

24 **5.6.3.1** Should data be collected which adversely affects the bargaining unit member being  
25 evaluated, the nature of this data should be known to him/her in order that he/she may make  
26 the recommended improvements.  
27

28 **5.6.3.2** No data should be collected from sources not having responsibilities for evaluation  
29 unless those sources have knowledge that the information will be used in the evaluation  
30 process and give their written permission for the materials to be used for evaluating  
31 purposes.  
32

33 **5.6.3.3** All data which may be detrimental to the evaluation of a bargaining unit member  
34 should not be considered valid unless the nature of the complaint or criticism has been  
35 signed as a complaint or criticism by the originating source and the bargaining unit member  
36 has been given an opportunity to react to the data. Student evaluations will be utilized in  
37 summary form.  
38

39 **5.6.3.4** Only with the written permission of the bargaining unit member may the evaluation  
40 summary report be based upon information obtained by using a videotape or other recording  
41 device in the classroom or worksite.  
42

### 43 **5.7 PEER EVALUATIONS FOR PERMANENT, TENURED BARGAINING UNIT** 44 **MEMBERS**

45  
46 The primary function of peer evaluation is to maintain a high level of professional  
47 competence and to improve the educational process. All teaching members of each division  
48 will be evaluated once every three years.  
49

#### 50 **5.7.1 SELECTION OF PEER EVALUATORS**

51  
52 **5.7.1.1** Peer evaluators will be selected by the person to be evaluated.

ARTICLE 5.0 – EVALUATION POLICY

1  
2 **5.7.1.2** An evaluator must be a tenured full-time member of the Shasta College faculty from  
3 the member's Center.  
4

5 **5.7.1.3** An evaluator may elect to do no more than two evaluations per semester.  
6

7 **5.7.1.4** All peer evaluators shall have completed a District-sponsored in-service training  
8 session specifically designed for evaluators and developed in concert with the Senate.  
9

10 **5.7.2** Peer teaching evaluation will include a pre-observation discussion, classroom  
11 observation, and a post-observation discussion between evaluator and evaluatee. An  
12 evaluation form will be used for recording observations of classroom instruction. The post-  
13 observation discussion will include review of the classroom observations; use of materials  
14 and equipment; a review of stated course objectives and measuring devices; strengths and  
15 weaknesses of the instructors; and other matters that are deemed relevant to the evaluation  
16 process and the improvement of instruction.  
17

18 **5.7.3** The instructor will be observed in at least one class; if the instructor is a member of  
19 more than one Center, he or she will choose the Division. Choice of classes in which  
20 observations are to be made will be by mutual agreement between peer evaluator and  
21 instructor.  
22

23 **5.7.4** Peer evaluators should review the entire Evaluation Policy relating to instructors.  
24

25 **5.7.5** A form signed by both parties shall be returned to the Division Dean verifying that  
26 the peer teaching evaluation has been completed. It will include the date of the evaluation  
27 and class or classes in which observation occurred; it will not contain the substance of the  
28 evaluation. The verification will become part of the bargaining unit member's evaluation file.  
29 All copies of the peer classroom observation form shall be given to the evaluated instructor.  
30

31 The peer evaluator may suggest further evaluation by the appropriate administrator.  
32

33 **5.8 ACTIONS SUBSEQUENT TO THE EVALUATION OF REGULAR UNIT**  
34 **MEMBERS**  
35

36 **5.8.1** Every effort will be made to eliminate areas of deficiencies in the regular bargaining  
37 unit member being evaluated. A timeline for eliminating these deficiencies will be established  
38 with further evaluation procedures set up.  
39

40 **5.8.2** In the event serious deficiencies remain after the evaluation process, and attempts  
41 have been made to resolve these deficiencies, regular bargaining unit members will be  
42 subject to disciplinary action primarily upon the grounds described in Education Code Section  
43 87732 but only through the process described in the Education Code or other legal  
44 provisions.  
45

46 **5.8.3** Formal legal appeal to the disciplinary action is available to regular bargaining unit  
47 members through Education Code Sections 87673-87683 and other sections of the  
48 Education Code.  
49

**5.9 EVALUATION PROCEDURE FOR PROBATIONARY BARGAINING UNIT MEMBERS**

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

**5.9.2 INDIVIDUAL TENURE REVIEW COMMITTEES**

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

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

**5.9.2.2** All bargaining unit members of Individual Tenure Review Committees must be confirmed annually by the Executive Board of the Senate.

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

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

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

**5.9.3 PROCEDURES FOR THE INDIVIDUAL TENURE REVIEW COMMITTEE**

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

## ARTICLE 5.0 – EVALUATION POLICY

1       **5.9.3.2** The bargaining unit member being evaluated shall provide each team member with  
2 all First Day Handouts including course objectives, grading policy, references and materials  
3 required, assignment procedures, practices and other pertinent materials about the course  
4 that the bargaining unit member being evaluated chooses to add. In the case of non-  
5 teaching bargaining unit members, the member being evaluated shall submit objectives and  
6 description of assignment.  
7

8       **5.9.3.3** The Research Office shall conduct student evaluations according to Section 5.4.1  
9 and provide the results to the Individual Tenure Review Committee as soon as possible.  
10

11       **5.9.3.4** The chair of the Individual Tenure Review Committee shall provide procedural rights  
12 according to Section 5.3.  
13

### 14       **5.9.3.5 Classroom/Worksite Observation**

15  
16 The appropriate administrator and each faculty committee member of the Tenure Review  
17 Committee shall make at least one class or worksite observation each semester and  
18 complete the appropriate observation form (see Appendix B-1). Every attempt will be made  
19 for the evaluators to observe different class sections or courses and to spread observations  
20 over the span of the semester. In the case of probationary non-teaching bargaining unit  
21 members, worksite observation shall occur in academic activities, classes, or group sessions.  
22

23 Each evaluator should make certain that post-observation conferences are held with the  
24 probationary bargaining unit member concerned as soon as possible following the  
25 observations but generally no later than five (5) working days following the observation. If the  
26 conference has not been held within seven (7) working days of the observation, a new  
27 observation shall be conducted.  
28

- 29       a. During the conference the probationary bargaining unit member shall be allowed to  
30 read and react to the observation report.  
31
- 32       b. Both strengths and possible weaknesses will be considered. Any specific  
33 suggestions as to recommended improvement should be included in the report.  
34
- 35       c. Upon conclusion of the conference, the observation report shall be signed both by  
36 the probationary bargaining unit member and the evaluator. The probationary  
37 bargaining unit member shall have the opportunity to present his/her own comments  
38 in writing within ten working days on the substance of the report. Signing the report  
39 does not necessarily indicate that the evaluated bargaining unit member agrees with  
40 the report, but only that he/she has read the report. The probationary bargaining unit  
41 member will receive a copy of the signed report.  
42
- 43       d. The original copy of each observation report will be sent to the chairperson of the  
44 Individual Tenure Review Committee after each conference.  
45

46       **5.9.3.6** Upon completion of the classroom/worksite observation visits, the Individual Tenure  
47 Review Committee, as a whole, shall prepare the draft of the Faculty Evaluation Summary  
48 report. Subsequent to this meeting, the Tenure Review Committee shall meet with the  
49 bargaining unit member being evaluated to discuss all matters pertinent to his/her evaluation,  
50 including the draft of the final evaluation. The evaluation will then be placed in final form.  
51

ARTICLE 5.0 – EVALUATION POLICY

**5.9.3.7 Recommendation**

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

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

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

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

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

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

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

**5.9.4 INSTITUTIONAL TENURE REVIEW COMMITTEE**

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

**5.9.4.2** The purpose of the Institutional Tenure Review Committee shall be to maintain appropriate and consistent procedures used for tenure recommendations by individual tenure review committees. The Institutional Tenure Review Committee shall ensure that the in-service training described in 5.9.2.4 is made available and that all evaluators have completed the training. The Institutional Tenure Review Committee shall meet with the individual committees early enough in the tenure process to ensure that all committees are aware of the guidelines and goals that have been established. Finally the Institutional Tenure Review Committee shall be responsible for reviewing packages of materials and recommendations provided by individual committees.

ARTICLE 5.0 – EVALUATION POLICY

1 **5.9.4.3** Annually the Institutional Tenure Review Committee shall begin in-service training  
2 for members of Individual Tenure Review Committees in accordance with 5.9.2.3.  
3

4 It shall initiate action to remove Individual Tenure Review committee members who have not  
5 met the training requirement, described in section 5.9.2.3. by recommending to the Senate  
6 for confirmation a replacement committee member. The replacement member recommended  
7 shall be someone who has received evaluator training within the previous three years.  
8

9 **5.9.4.4** The Institutional Tenure Review Committee shall review the documentation  
10 submitted by the Individual Tenure Review Committees at least three times each year, once  
11 prior to February 15, and once each semester, usually in mid-November and again in early  
12 May. Review of the reports may include, but not be limited to, the following:  
13

- 14 (a) Were conclusions based on observations?
- 15 (b) Do suggestions take into account the wide range of current acceptable educational  
16 practices?
- 17 (c) Is this bargaining unit member being held to the same expectations as a  
18 bargaining unit member in all other divisions?
- 19 (d) Are student outcomes being considered?  
20

21 **5.9.4.5** When deemed appropriate by the Institutional Tenure Review Committee, the Chair  
22 of the Institutional Tenure Review Committee may schedule additional meetings with the  
23 Chair of the Individual Tenure Review committee, the entire Individual Tenure Review  
24 Committee, and/or the probationary employee to discuss issues and/or problems found as a  
25 result of the review prescribed in  
26

27 **5.9.4.6** Prior to February 15 of each year, the Institutional Tenure Review Committee shall  
28 make a recommendation concerning each probationary unit member to the  
29 Superintendent/President. If the probationary unit member is working under his or her first,  
30 second, or third contract as defined by Education Code Sections 87608-87609, the  
31 Committee may take any of the following actions:  
32

- 33 a. Determine that appropriate and consistent procedures have been followed by the  
34 Individual Tenure Review Committee.  
35
- 36 b. Return the recommendation to the Individual Tenure Review Committee with  
37 suggestions for further action.  
38
- 39 c. Hold a joint meeting with the Individual Tenure Review Committee to suggest  
40 revisions or modifications of the Individual Tenure Review Committee's  
41 recommendation or procedures.  
42

43 The Institutional Tenure Review Committee shall forward its report and the recommendation  
44 of the Individual Tenure Review Committee to the Superintendent/ President.  
45

46 **5.9.5 SUPERINTENDENT/PRESIDENT'S RECOMMENDATION AND GOVERNING**  
47 **BOARD ACTION**  
48

49 The Superintendent/President and Governing Board shall take the actions required by  
50 Education Code Sections 87607-87610, on or before March 15 of the appropriate academic  
51 year.  
52

## ARTICLE 5.0 – EVALUATION POLICY

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

### 5.9.6 APPEAL TO THE ACADEMIC SENATE

7  
8 If the probationary unit member feels that an Individual Tenure Review Committee is biased  
9 or that policies, guidelines, and/or timelines are not being adhered to, the employee may  
10 appeal to the Executive Board of the Senate. The Executive Board will hear the information,  
11 render findings and recommendations and negotiate a resolution of the complaint. If the  
12 complaint cannot be resolved through this procedure, the probationary unit member must  
13 appeal under Section 5.9.7. Appeal to the Academic Senate shall not be used to delay or  
14 prolong any timelines of Education Code Section 87610.1.

### 5.9.7 APPEAL TO ARBITRATION

16  
17  
18 Evaluation procedures may be subject to the grievance procedure in accordance with Article  
19 10. The content of evaluations is not subject to the grievance procedure set forth in Article  
20 10.

### 5.9.8 BREAK IN SERVICE

21  
22  
23  
24 No credit shall be given towards completing the probationary years of service for periods of  
25 separation from the service of the District including, but not limited to, layoff status, unpaid  
26 leaves, and suspension without pay as a result of disciplinary action.

## 5.10 EVALUATION PROCEDURES FOR PART-TIME, TEMPORARY UNIT MEMBERS

27  
28  
29 Evaluations of part-time bargaining unit members will conform to the following procedures.

### 5.10.1 CLASSES SIX WEEKS OR LONGER IN LENGTH

30  
31  
32  
33  
34 **5.10.1.1** Temporary employees shall be evaluated within the first year of employment.  
35 Thereafter, evaluation shall be at least once every six semesters that the employee renders  
36 service. The peer evaluation process shall be utilized and an administrative visitation and/or  
37 observation may also be utilized. Student evaluations shall be conducted according to  
38 Section 5.4.1. The peer review process shall be on a departmental or divisional basis.

39  
40 Peer evaluation will include the following components:

- 41  
42 1. Any peer evaluator is defined as one member of the division or department.
- 43  
44 2. The peer evaluator will be selected by the Division Dean and ratified by a majority  
45 vote of the division members.
- 46  
47 3. In the event that the person being evaluated or the Division Dean and/or Evening  
48 Dean requests a second peer evaluation, the person being evaluated may choose the  
49 second evaluator from a divisional list of three names.

50  
51 Peer evaluation will include a pre-observation discussion, classroom observation, and a post-  
52 observation discussion between evaluator and evaluatee. The pre- and post-observation

## ARTICLE 5.0 – EVALUATION POLICY

1 discussions may be by telephone. The class/worksite observation form will be used for  
2 recording observations of classroom instruction. The post-observation discussion will include  
3 review of the classroom observations, use of materials and equipment; a review of stated  
4 course objectives and measuring devices; strengths and weaknesses of the instructor;  
5 review of the summary evaluation form, and other matters that are deemed relevant to the  
6 evaluation process and the improvement of instruction.

7  
8 The class/worksite observation form and the summary evaluation form (Appendix D), signed  
9 by both parties, shall be returned to the division chairman and then forwarded to the  
10 appropriate Vice President for placement in the evaluatee's file.

11  
12 **5.10.1.2** It is strongly recommended that any evaluation be completed between the first and  
13 second census (approximately at mid-course for positive attendance classes).

14  
15 **5.10.1.3** Evidence of problems with part-time faculty (student evaluations, complaints,  
16 observations, information from client agencies) will require further investigation by  
17 appropriate administrators.

### 18 19 **5.10.2 CLASSES LESS THAN SIX WEEKS IN LENGTH**

20  
21 **5.10.2.1** Student evaluations will be administered only if deemed necessary by the  
22 appropriate administrator.

23  
24 **5.10.2.2** Evidence of problems with part-time faculty (student evaluations, complaints,  
25 observations, information from client agencies) will require further investigation by  
26 appropriate administrators.

### 27 28 **5.11 PERSONNEL FILES**

29  
30 **5.11.1** Before any derogatory information is inserted in the official personnel file, a  
31 conference will be held between the bargaining unit member and the appropriate  
32 administrator to review the concern in detail.

33  
34 Any written derogatory information to be included in the personnel file must be channeled  
35 through the Superintendent/President or the appropriate Vice President, and the bargaining  
36 unit member shall have the opportunity to respond, in writing. This written response shall be  
37 included in the personnel file.

### 38 39 **5.12 EVALUATION OF FULL-TIME TEMPORARY UNIT MEMBERS**

#### 40 41 **5.12.1 ANNUAL EVALUATION**

42  
43 Temporary unit members shall be evaluated annually.

#### 44 45 **5.12.2 EVALUATION TEAM**

46  
47 The evaluation shall be conducted by a two-person evaluation team consisting of the  
48 temporary unit member's supervisor and a tenured faculty member serving in the same or  
49 similar discipline as the temporary unit member.  
50

## ARTICLE 5.0 – EVALUATION POLICY

### 5.12.3 GOALS AND OBJECTIVES

The evaluation team shall develop proposed goals and objectives for the temporary unit member and shall meet with the temporary unit member prior to October 1. At a meeting, the proposed goals and objectives shall be discussed. The evaluation team 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.

### 5.12.4 OBSERVATIONS

Temporary unit members shall be observed at least once during the semester. The observations may be scheduled in advance or may be unannounced. Each observation shall be conducted by at least one member of the evaluation team.

**5.12.4.1** Each evaluator should adhere to the following criteria as he/she completes each observation report; hence, his/her actual observations should be guided by these criteria and the report should:

- a. Include significant data regarding factors that may influence performance (e.g., number of different class preparations, number of students in class, years of experience teaching the particular course, classroom facilities, etc.)
- b. Be based on the full context of the total evaluation.
- c. Be in terms of observable behavior. Judgments of performance should refer to behavior as recorded in the report.
- d. Avoid observations which cannot be supported by specific instances or generally accepted criteria of good educational practices (e.g., reports should not reflect disagreements over theories of teaching methods and procedures where the methods and procedures in question are commonly used and appropriate to the purposes of the assignment).

**5.12.4.2** Each evaluator shall make certain that post-observation conferences are held with the temporary unit member as soon as practical after the observation.

- a. During the conference, the temporary unit member shall be allowed to read and react to the observation report.
- b. Both strengths and weaknesses will be considered. Any specific suggestions as to recommended improvement should be included in the report.
- c. Upon conclusion of the conference, the observation report shall be signed both by the temporary unit member and the evaluator. The temporary unit member shall have the opportunity to present his/her own comments in writing on the substance of the report. Signing the report does not necessarily indicate that the evaluated temporary unit member agrees with the report, but only that he/she has read the report. The temporary unit member will receive a copy of the signed report.
- d. The original copy of each observation report will be sent to the Office of Academic Affairs after each conference.

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

ARTICLE 5.0 – EVALUATION POLICY

1  
2 **5.12.5 SUMMARY EVALUATION REPORT**

3  
4 No later than April 15, the evaluation team shall prepare a Summary Evaluation Report which  
5 shall be reviewed with the temporary unit member as soon as practicable.  
6

7 **5.12.6 MISCELLANEOUS**

8  
9 **5.12.6.1 Response to Evaluation**

10  
11 The temporary instructor shall have the right to append his/her comments to any observation  
12 report or the Summary Evaluation Report.  
13

14 **5.12.6.2 Grievability**

15  
16 The procedure applicable to the evaluation of temporary unit members may be subject to the  
17 grievance procedures in accordance with Article 10. The content of evaluations is not subject  
18 to the grievance procedure set forth in Article 10.  
19  
20

1 **ARTICLE 6.0 – LEAVES**

2  
3  
4 **6.1 DEFINITIONS**

5  
6 **6.1.1 Immediate Family**--the mother, father, grandmother, grandfather, or a grandchild of  
7 the bargaining unit member or of the spouse of the bargaining unit member and the spouse,  
8 son, son-in-law, daughter, daughter-in-law, brother, or sister of the bargaining unit member,  
9 or any foster child or any relative living in the immediate household of the bargaining unit  
10 member.

11  
12 **6.1.2 Paid Leave**--any leave in which the bargaining unit member receives any  
13 remuneration from the District in the form of salary and/or fringe benefits. All other leaves will  
14 be considered unpaid.

15  
16 **6.2 LEAVES AND TRANSFER POLICIES**

17  
18 When any provision of the California State Education Code expressly authorizes or requires  
19 the Board of a school district to grant a leave of absence for any purpose or for any period of  
20 time to persons employed in positions requiring certification qualifications, that express  
21 authorization or requirement does not deprive the Board of the power to grant leaves of  
22 absence with or without pay to such bargaining unit members for other purposes or for other  
23 periods of time, so long as the Board does not deprive any bargaining unit member of any  
24 leave of absence to which he/she is entitled by law. (Education Code, Section 87764.)

25  
26 **6.2.1 SHORT-TERM LEAVES**

27  
28 **6.2.1.1 Absences**

29  
30 Unless otherwise provided for in this contract, bargaining unit members shall not be absent  
31 from the College campus during their scheduled assignment without prior notification and  
32 approval from the appropriate Vice President or his/her designee.

33  
34 **6.2.1.2 Bereavement Leave**

35  
36 Every bargaining unit member is entitled to a leave of absence, not to exceed five (5) days, in  
37 the event of a death of any member of his/her immediate family. No deduction shall be made  
38 from the salary of such bargaining unit member nor shall such leave be deducted from other  
39 leaves granted by the Board of the District.

40  
41 **6.2.1.3 Witness and Jury Duty**

42  
43 A leave of absence will be granted any bargaining unit member when he/she has been called  
44 for jury duty in the manner provided by law. The Board shall grant such leaves of absence  
45 with pay up to the amount of the difference between the bargaining unit member's regular  
46 earnings and any amount received for jury or witness fees.

47  
48 In practice, each bargaining unit member will endorse juror's or witness' fees to the District  
49 and receive regular District salary. Mileage and meal allowances will be paid directly to the  
50 bargaining unit member. If fees are not endorsed to the District, the leave will be granted  
51 without pay. Only those fees received by the bargaining unit member attributable to  
52 scheduled hours of employment shall be subject to the endorsement policy.

## ARTICLE 6.0 – LEAVES

1 Leaves for witness duty will be granted during scheduled duty hours to bargaining unit  
2 members being compensated as professional expert witnesses upon prior application  
3 followed by approval of the appropriate Vice President or Superintendent/President, upon the  
4 recommendation of the Center Dean, provided that the following conditions are met:  
5

- 6 a. A suitable substitute is obtained by the District, and the District is reimbursed by the  
7 professional expert witness for the cost of the substitute.  
8
- 9 b. That the bargaining unit member meets his/her 30-hour obligation.  
10

### 11 **6.2.1.4 Personal Necessity**

12  
13 Any days of leave of absence for illness or injury allowed pursuant to Education Code,  
14 Section 87781 (Illness and Injury Leave of Absence) may be used by a bargaining unit  
15 member in case of personal necessity, not to exceed six (6) days in any school year.  
16

### 17 **6.2.1.5 Military, National Guard, and Reserve**

18  
19 Bargaining unit members shall be entitled to any military leave provided by law and shall  
20 retain all rights and privileges granted by law arising out of the exercise of military leave.  
21 (California Education Code, Section 87832, as it pertains to academic employees.)  
22

### 23 **6.2.1.6 Personal Illness and Injury**

- 24  
25 a. Full-time bargaining unit members working a normal ten-month contract shall be  
26 entitled to ten (10) contract days leave of absence with full pay for illness or injury for  
27 each contract year of service. Bargaining unit members employed for more than ten  
28 (10) months will be entitled to one (1) day per month or a prorated portion thereof for  
29 each additional month or a portion of a month of service. This will be equivalent to  
30 .25 days of additional leave for each additional week of service. A bargaining unit  
31 member employed for less than full time shall be entitled to, for each contract year of  
32 service, a proration of the entitlement earned by full-time bargaining unit members.  
33
- 34 b. Credit for this leave of absence need not be accrued prior to taking such leave, and  
35 such leave of absence may be taken at any time during the contract year. If the  
36 entire leave of absence entitlement is not utilized during the contract year, remaining  
37 days shall be allowed to accumulate from year to year.  
38
- 39 c. Any bargaining unit member who has been employed by the District for one or more  
40 contract years and who accepts a academic position in another district shall transfer  
41 accumulated days of leave of absence for illness or injury in accordance with Section  
42 87782 of the California Education Code.  
43
- 44 d. Bargaining unit members desiring sick leave allowance are required to submit a  
45 written absence report within two (2) working days after return to duty.  
46
- 47 e. If the absence exceeds five (5) working days, the bargaining unit member shall be  
48 required to provide a physician's written verification of illness and a release to return  
49 to duty.  
50

ARTICLE 6.0 – LEAVES

- 1 f. Bargaining unit members who are absent from duties on account of illness less than  
2 one (1) day but from three (3) to five (5) hours shall be charged for one-half day sick  
3 leave. Absence less than three (3) hours shall not be charged.  
4
- 5 g. When a bargaining unit member is absent from duty on account of illness or accident  
6 for a period of five (5) school months or less, whether or not the absence arises out  
7 of or in the course of their employment, the amount deducted from the salary due for  
8 any month in which the absence occurs shall not exceed the sum which is actually  
9 paid a substitute employed to fill this position during an absence or, if no substitute  
10 was employed, the amount which would have been paid to the substitute had a  
11 substitute been employed. The District shall make every reasonable effort to secure  
12 the services of a substitute.  
13
- 14 h. When bargaining unit members are absent from duty on account of illness for a  
15 period of more than five (5) school months, or when a bargaining unit member is  
16 absent from duty for a cause other than illness, the amount deducted from the salary  
17 due for the month(s) in which the absence occurs shall be determined by the Board.  
18

19 **6.2.1.7 Industrial Accident and Illness Leave**

- 20
- 21 a. Industrial Accident and Illness Leave shall be for not more than sixty (60) days  
22 during which the College is required to be in session or when the bargaining unit  
23 member would, otherwise, have been performing work for the District in any one  
24 fiscal year for the same accident. Such Industrial Accident and Illness Leave shall  
25 commence on the first day of absence and shall not be accumulated from year to  
26 year.  
27
- 28 b. When a bargaining unit member is absent from duty due to an industrial accident or  
29 illness, the bargaining unit member shall be paid the portion of the salary due for any  
30 months in which the absence occurs as, when added to the temporary disability  
31 indemnity under Division 4.5 of the Labor Code, will result in a payment of no more  
32 than the bargaining unit member's full salary. The phrase "full salary" shall be  
33 computed so that it shall not be less than the bargaining unit member's average  
34 weekly earnings, as that phrase is utilized in Section 4453 of the Labor Code. The  
35 maximum minimum average weekly earnings set forth in Section 4452 of the Labor  
36 Code shall, otherwise, not be deemed applicable.  
37
- 38 c. Industrial Accident and Illness Leave shall be reduced by one (1) day for each day of  
39 authorized absence regardless of the temporary disability indemnity award. When  
40 an Industrial Accident and illness Leave overlaps into the next fiscal year, the  
41 bargaining unit member shall be entitled to only the amount of unused leave due for  
42 the same illness or injury.  
43
- 44 d. Upon termination of the Industrial Accident and Illness Leave, the bargaining unit  
45 member shall be entitled to sick leave benefits or any other applicable leave as  
46 outlined in this section or in the California State Education Code; and the absence  
47 shall be deemed to have commenced on the date of termination of the Industrial  
48 Accident and Illness Leave, provided that if the bargaining unit member continues to  
49 receive temporary disability indemnity, the bargaining unit member may elect to take  
50 as much accumulated sick leave which, when added to the temporary disability  
51 indemnity, will result in a payment of not more than his/her full salary.  
52

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

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

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

**6.2.2 LONG-TERM LEAVES**

**6.2.2.1 Sabbatical Leave**

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

**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.

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- 1                   3. To work in one's field of expertise to acquire new techniques and materials  
2                   consistent with current industrial, business, and/or professional practices.  
3

4                   c. **Standards:**  
5

6                   Each candidate must meet appropriate standards in order for the request for  
7                   sabbatical leave to be considered for approval.  
8

9                   (1) Graduate Work  
10

- 11                   1. Course work for the advanced degree or post-graduate work must be at an  
12                   institution fully accredited by one of the associations of the Council on Post-  
13                   Secondary Accreditation and listed in Accredited Institutions of Post-  
14                   Secondary Education, or in the case of international study, at a recognized  
15                   institution.  
16  
17                   2. Proof of the applicant's formal application for graduate work must be  
18                   provided.  
19

20                   (2) Research/Documented Study  
21

22                   A proposal must be developed and executed. The applicant must submit, in  
23                   advance, an outline of his/her research design.  
24

25                   (3) Employment  
26

- 27                   1. An employment plan, including the objectives of the experience and how the  
28                   learning relates to the teaching assignment, must be developed.  
29  
30                   2. Proof of the applicant's formal request for a position from a suitable  
31                   employer must be provided.  
32

33                   d. **Report of Results:**  
34

- 35                   (1) Within ninety (90) calendar days following return from leave, the recipient of the  
36                   sabbatical leave shall submit to the Superintendent/ President a concise written  
37                   report of the results of the leave to include, as applicable, the following:  
38

- 39                   1. Account of activities during the leave, including travel itineraries, institutions  
40                   and locations visited, persons with whom there was extensive consultation  
41                   or collaboration, and any formal lectures delivered.  
42  
43                   2. Statement of progress made on the project as proposed in the application.  
44  
45                   3. Explanation of any significant changes made in the project.  
46  
47                   4. Appraisal of the relationship between the results anticipated in the leave  
48                   project statement and those actually achieved.  
49  
50                   5. Statement of future activity related to the project, including plans for  
51                   completion of the project and new methodology, course design, or  
52                   curriculum.  
53

ARTICLE 6.0 – LEAVES

1 (2) Within the first semester after return, the recipient of the sabbatical leave shall  
2 make an oral presentation of the findings to interested faculty, staff, and  
3 students, and abstracts of the presentation will be distributed.  
4

5 **e. Eligibility:**  
6

7 A bargaining unit member is eligible to apply for either a one-semester or a one-year  
8 leave of absence for the above purposes after completion of each six (6) consecutive  
9 years of academic service to the District. (Education Code, Section 87768.) A one-  
10 year sabbatical leave may consist of any two consecutive semesters, providing the  
11 recipient is engaged in a continuous project. The bargaining unit member shall be  
12 employed at least one-half time during a particular year in order for that year to  
13 qualify as one of the six. When the bargaining unit member has accrued the  
14 equivalent of five and one-half contract years, the Board will consider granting a  
15 sabbatical leave.  
16

17 In keeping with this policy, authorized leaves will not constitute a break in the  
18 continuity of service and shall be included as a year of service in computing eligibility  
19 requirements.  
20

21 **f. Final Requirements Prior to Board Approval:**  
22

23 The following, as applicable, is/are required prior to the Board's final approval of the  
24 sabbatical leave:  
25

- 26 (1) Proof of applicant's formal acceptance for graduate work.
- 27
- 28 (2) Proof of applicant's acceptance by a suitable employer.
- 29
- 30 (3) Assurances of cooperation, or authorization to conduct the project, received  
31 from individuals, institutions, or agencies.  
32

33 **g. Selection:**  
34

35 Sabbatical Leave applications will be evaluated primarily in terms of the value of the  
36 leave to the students and to the District. That is, applications shall be judged not  
37 only in terms of professional value to the applicant, but in terms of what the applicant  
38 may contribute following his/her return to the District through improved classroom  
39 teaching/counseling, leadership and curriculum development. Among applications of  
40 equivalent merit, the bargaining unit member applying for a first sabbatical leave  
41 shall have priority over a bargaining unit member applying for a subsequent leave.  
42 In determining priority, the number of those on leave during any given year shall be  
43 so balanced among the faculty as to preserve continuity in the educational programs  
44 or services of the college.  
45

46 **h. Application Process:**  
47

48 Applications for sabbatical leaves for either one or two semesters must be submitted  
49 during the month of January of the preceding school year.  
50

51 The applicant must follow the format of the official application form and attach  
52 information to the cover page along with supporting documents as required.  
53

ARTICLE 6.0 – LEAVES

1 Sabbatical leave applicants will complete the cover page of the application secured  
2 from the Vice President of Academic Affairs.

3  
4 A College committee of six members with three appointed by the Superintendent/  
5 President, including the Vice President of Academic Affairs, and three appointed by  
6 the Executive Board of the Association, will screen applications for sabbatical leaves  
7 and prepare recommendations for Board consideration. The Vice President of  
8 Academic Affairs will be the Chairman of the Committee. Recommendations of the  
9 Committee may be appealed to the Board.

10  
11 The applicant shall send a copy of the application to the bargaining unit member's  
12 supervisor. The supervisor shall provide a statement to the Vice President of  
13 Academic Affairs regarding the effect on the curriculum, program, and the operation  
14 of the department should the bargaining unit member be granted a sabbatical leave.  
15 A copy of this statement shall be circulated to each department or center member 48  
16 hours prior to submission to the administration.

17  
18 No later than March 1, the Sabbatical Leave Committee shall forward to the  
19 Superintendent/President all applications, noting those not recommended for  
20 approval and ranking those recommended for approval.

21  
22 After taking into consideration all of the factors listed below, the  
23 Superintendent/President will develop a recommendation regarding sabbatical  
24 leaves.

- 25  
26 1. Recommendations of the Sabbatical Leave Committee.  
27 2. District budget.  
28 3. Whether an application is for a first or subsequent sabbatical leave.  
29 4. Anticipated contribution of the applicant to the District following his/her  
30 sabbatical leave.  
31 5. Overall distribution of leaves among departments and centers.  
32 6. Impact on curriculum, programs, and operation of departments/centers  
33 should a sabbatical leave be granted.

34  
35 If the Superintendent/President's priority ranking of sabbatical leave applications  
36 differs from that of the Sabbatical Leave Committee, the reasons for the difference  
37 shall be communicated to the committee.

38  
39 The recommendations of both the Sabbatical Leave Committee and the  
40 Superintendent/ President will be presented to the Board of Trustees in April.

41  
42 After the Board of Trustees has acted to award sabbatical leaves, applicants not  
43 granted a leave may request, in writing, a confidential meeting with the Vice  
44 President of Academic Affairs to obtain information as to why the leave was not  
45 granted.  
46  
47  
48

ARTICLE 6.0 – LEAVES

1           i. **Compensation:**  
2

3           Bargaining unit members granted a sabbatical leave for one semester shall be paid  
4           100 percent of the salary that they were paid when the application was made  
5           (adjuncted by appropriate step and contractual salary increases). This salary shall be  
6           paid during the semester of absence unless other arrangements are made within  
7           thirty (30) days following the award of the sabbatical.  
8

9           Bargaining unit members granted a sabbatical leave for a period of one school year  
10          shall be paid 85 percent of their annual salary that they were paid when the  
11          application was made (adjusted by appropriate step and contractual salary  
12          increases).  
13

14          Prior to beginning the Sabbatical Leave, a Leave of Absence Agreement, setting  
15          forth conditions of the leave and requiring two full years of service immediately  
16          following return from sabbatical leave, must be signed by the bargaining unit  
17          member. A bargaining unit member who fails to fulfill these conditions or to render  
18          two full years of service subsequent to the leave, will be required to reimburse the  
19          District for any salary and benefits received during the Sabbatical Leave.  
20

21          j. **Benefits:**  
22

23          While on leave, the bargaining unit member is to be considered an active member of  
24          the bargaining unit and entitled to insurance benefits provided that he/she continues  
25          to pay any required insurance premiums. The College District shall pay the same  
26          insurance premiums for the bargaining unit member on leave as is paid for resident  
27          bargaining unit members.  
28

29          The same insurance provisions shall apply to any bargaining unit member while on  
30          leave to participate in exchange assignments, such as Fulbright.  
31

32          Leave time shall be included not only for service and experience on the salary  
33          schedule, but for subsequent leaves and/or retirement. Should the bargaining unit  
34          member desire to maintain state teachers' retirement credit for the period of  
35          absence, the bargaining unit member will pay to the system additional contributions  
36          based on the compensation which is the difference between compensation earned  
37          and the compensation earnable during the period of sabbatical leave (Education  
38          Code, Section 22716). Neither would service under a national fellowship or  
39          foundation for a period of not more than one year be considered as a break in  
40          service.  
41

42          k. **Accident or Illness:**  
43

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

ARTICLE 6.0 – LEAVES

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

3  
4 **I. Return to Service:**

5  
6 At the expiration of the leave of absence the bargaining unit member shall, unless  
7 otherwise agreed, be reinstated in a position equivalent in duties to the position held  
8 at the time of the granting of the leave.  
9

10 **6.2.2.2 Retraining**

11  
12 The District may grant leave for retraining purposes to bargaining unit members who are  
13 underloaded and who are not qualified for reassignment into other areas. In any one  
14 academic year, such leaves shall not exceed two (2) percent F.T.E. of the eligible bargaining  
15 unit members. The determination as to the extent of underloading, as well as the  
16 qualifications for assignment, shall be within the sole discretion of the District. A program for  
17 retraining shall be prepared by the applicant and the District administration as part of the  
18 request for leave, and the continuation of the leave shall be contingent upon the completion  
19 of the retraining program.  
20

21 **6.2.2.3 Exchange Programs**

22  
23 Bargaining unit members are encouraged to participate in exchange programs, subject to  
24 administrative approval, which will benefit both the College and the bargaining unit member  
25 concerned.  
26

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

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

43 **6.2.2.4 Maternity Leave**

44  
45 Pursuant to Sections 87766 and 87781 of the Education Code, any bargaining unit member,  
46 upon application to the Superintendent/ President, shall be granted maternity leave not less  
47 than four months prior to the anticipated period of confinement.  
48

49 The Board shall provide for leave of absence from duty for any bargaining unit member who  
50 is required to be absent from duty because of pregnancy, miscarriage, childbirth, and  
51 recovery therefrom. The length of the leave of absence, including the date on which the  
52 leave shall commence and the date on which the bargaining unit member shall resume  
53 duties, shall be determined by the bargaining unit member and their physician. All provisions

## ARTICLE 6.0 – LEAVES

1 of the Illness and Injury Leave of Absence Policy shall pertain to the Maternity Leave Policy;  
2 however, the bargaining unit member retains the right to apply for a leave of absence without  
3 pay for all or any part of the period of pregnancy or recovery.  
4

### 5 **6.2.2.5 Family Medical Leave Act**

6  
7 Bargaining unit members are eligible for unpaid family and medical leave pursuant to  
8 applicable Federal and State law (e.g. The Family Medical Leave Act of 1993 and the  
9 California Family Rights Act of 1991).  
10

### 11 **6.2.3 CATASTROPHIC ILLNESS OR INJURY**

#### 12 **6.2.3.1 Purpose**

13  
14  
15 A unit member may donate full pay sick leave to a recipient unit member who has a  
16 catastrophic illness or injury subject to the provisions of this Article.  
17

#### 18 **6.2.3.2 Definitions**

- 19  
20 a. **"Catastrophic Illness or Injury"** means an illness or injury which, on the basis of  
21 medical opinion, is expected to be incapacitating for a period of thirty (30) or more  
22 consecutive calendar days.  
23  
24 b. **"Full Pay Sick Leave"** means fully paid sick leave for illness or injury accrued by the  
25 donor.  
26  
27 c. **"Eligible Recipient"** means a recipient who has exhausted all vacation leave, fully  
28 paid leave of absence for illness or injury and any other fully paid leave.  
29

#### 30 **6.2.3.3 Procedures**

- 31  
32 a. No unit member may donate more than two (2) sick leave days per school year.  
33  
34 b. No unit member may receive more than one hundred sixty-five (165) days of donated  
35 sick leave.  
36  
37 c. Both donations of sick leave from part-time employees and donations to part-time  
38 employees shall be pro-rated.  
39  
40 d. The minimum sick leave increment to be donated or granted under this Article shall  
41 be one (1) day.  
42  
43 e. The Executive Committee of the Faculty Association shall be responsible for the  
44 administration of this program. The only District responsibility shall be to maintain  
45 appropriate records. The Executive Committee shall develop appropriate criteria for  
46 the equitable administration of this program. The decision of the Executive  
47 Committee to grant or deny requests for donations of sick leave shall be final.  
48  
49 f. Sick leave donations shall be reported on a form to be developed by the District.  
50

ARTICLE 6.0 – LEAVES

1 g. Transfers of sick leave from a donor to a recipient are irrevocable; however, sick  
2 leave credits which are not used in full by a recipient shall be returned to the donors  
3 using random selection method to be determined by the Executive Committee.  
4

5 h. A recipient shall use any sick leave that he or she continues to accrue on a monthly  
6 basis prior to using donated sick leave pursuant to this program.  
7

8 **6.2.3.4** No unit member shall be obligated to donate sick leave under this program.  
9

10 **6.2.3.5** The Association assumes full responsibility for the administration of this program  
11 (except for the recording of sick leave donations) including maintaining the confidentiality of  
12 all medical records in accordance with all state and federal laws. The Association agrees to  
13 hold harmless and indemnify the District for all costs, including reasonable attorney fees,  
14 arising from the inappropriate disclosure of medical information.  
15

16 **6.2.3.6** This section shall not be subject to the grievance procedure.  
17

18 **6.2.4 BENEFITS WHILE ON LEAVE**

19 **6.2.4.1 Paid Leave**

20 Unless otherwise provided in this article, bargaining unit members on a paid leave of  
21 absence shall be entitled to:  
22

- 23
- 24 a. Return to the same position held immediately before commencement of the leave;
  - 25 b. Receive credit for annual salary increments provided during this leave; and
  - 26 c. Receive all other fringe benefits including, but not limited to, insurance and  
27 retirement benefits to the extent not expressly prohibited by law.  
28  
29  
30

31 **6.2.4.2 Unpaid Leave**

32 Bargaining unit members on unpaid leave shall be entitled to benefit coverage at their own  
33 expense to the extent permitted by the insurance carrier. In accordance with Education Code  
34 Section 22716, bargaining unit members on unpaid leave cannot maintain State Teachers'  
35 Retirement System benefits for the time while on leave.  
36  
37

1 **ARTICLE 7.0 – WAGES AND BENEFITS**

2  
3 **7.1 BENEFITS**

4  
5 **7.1.1 INSURANCE COVERAGE**

6  
7 **7.1.1.1** For the purpose of insurance coverage in this article, the term eligible unit member  
8 shall be all regular or contract employees working more than sixty percent (60%), athletic  
9 coaches employed pro-rata for fifty percent (50%), all bargaining unit members on approved  
10 leave and early retirements.

11  
12 **7.1.1.2** The health insurance plan shall be Blue Cross Plan C. Effective July 1, 2007, and  
13 through June 30, 2009 the maximum annual District contribution on behalf of eligible  
14 employees for medical coverage shall be \$8,436 or the actual cost of Plan C. Effective July  
15 1, 2009, unless the parties otherwise agree, the District's contribution shall be limited to the  
16 rates in effect on June 30, 2009. *(Board Ratified 6/27/07)*

17  
18 **7.1.1.3** The District shall provide eligible unit members with a California Dental Service  
19 Four-Step Incentive Dental Plan with \$2,000 maximum annual benefit. In addition, the  
20 District shall provide eligible unit members with a California Dental Service \$2,000 lifetime  
21 maximum orthodontic benefit for adults and children with a 50% co-pay. Effective July 1,  
22 2007, and through June 30, 2009, the maximum annual District contribution on behalf of  
23 eligible employees for dental coverage shall be \$1,320.00, or the actual cost of the premium.  
24 Effective July 1, 2009, unless the parties otherwise agree, the District's contribution shall be  
25 limited to the rates in effect on June 30, 2009. *(Board Ratified 6/27/07)*

26  
27 **7.1.1.4** The District shall provide all eligible unit members with the California Vision Service  
28 Plan B, no deductible. Effective July 1, 2007, and through June 30, 2009, the maximum  
29 annual District contribution on behalf of eligible employees for vision coverage shall be  
30 \$360.00, or the actual cost of the premium. Effective July 1, 2009, unless the parties  
31 otherwise agree, the District's contribution shall be limited to the rates in effect on June 30,  
32 2009. *(Board Ratified 6/27/07)*

33  
34 **7.1.1.5** In the event the District receives a cash dividend or rebate for medical, dental, or  
35 vision coverage premiums paid on behalf of unit members, it shall notify, for informational  
36 purposes only, the Association of the aggregate amount of the dividend or rebate and the  
37 amount per unit member.

38  
39 **7.1.1.6** If a unit member dies while eligible for medical, dental, and vision coverage, the  
40 District shall continue to provide such coverage for dependents for six months after the death  
41 of the unit member. The surviving spouse will have an option of purchasing the medical,  
42 dental, and vision coverage for five years or until he/she reaches the age of 65, subject to  
43 carrier acceptance.

44  
45 **7.1.1.7** When a unit member terminates employment due to disability and has qualified for  
46 disability under STRS guidelines, he/she may purchase the unit's insurance coverage by  
47 making payment to the District. This provision is contingent upon the insurance carrier  
48 allowing for said purchase.

49  
50 **7.1.1.8** The District shall, upon request of the requisite number of eligible adjunct faculty  
51 members, make such arrangements as may be necessary, for eligible adjunct faculty  
52 members to purchase group medical benefits directly through Keenan and Associates  
53 through a plan offered by Keenan and Associates.  
54

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, the District shall contribute a dollar amount equal to the amount paid 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

1  
2 **7.1.4.7** All rights mandated by law and any additional benefits which may be granted by the  
3 District to the bargaining unit members shall be applicable to any and all such bargaining unit  
4 members who are on contract for reduced teaching service.  
5

6 **7.1.4.8** The period of part-time employment shall not exceed five (5) years.  
7

8 **7.2 WAGES**  
9

10 **7.2.1 REQUIREMENTS FOR SALARY CLASSIFICATIONS**  
11

12 **7.2.1.1** The previous salary classifications described in Board Policy 4141.1 may be  
13 followed by bargaining unit members employed before July 1, 1974. The following provisions  
14 are applicable to bargaining unit members hired after July 1, 1974, and others who elect to  
15 follow these new provisions.  
16

17 **7.2.1.2** Bargaining unit members are identified by their assignment when hired. The Vice  
18 President of Academic Affairs will evaluate the teaching assignment, and, in general, the B  
19 category will be available only to bargaining unit members who have had the required  
20 occupational experience needed to qualify as a vocational instructor under the California  
21 State Plan for Vocational Education.  
22

23 **7.2.1.3** Credit for full-time prior teaching experience for the purpose of establishing salary  
24 levels for bargaining unit members shall be granted as up to and including ten (10) years,  
25 including vocational instructors.  
26

27 In those cases where vocational instructors have occupational experience relating to their  
28 teaching field, one year on the salary scale, up to ten years, will be granted for each two  
29 years of occupational experience.  
30

31 **7.2.1.4** Any degrees used in qualifying for classification must be from an institution  
32 accredited by one of the six recognized accrediting agencies in the United States or from a  
33 collegiate institution recommended by the Association and approved by the Board. A  
34 doctoral differential will be added to a bargaining unit member's annual salary when an  
35 earned doctorate is held by the bargaining unit member.  
36

37 For initial placement on the Faculty salary schedule, units to be counted must be upper  
38 division or graduate units after date of completion of the Bachelor's Degree.  
39

40 For advancement on the Faculty salary schedule once employed, college level courses must  
41 be approved prior to enrollment by the appropriate administrator (Dean/Area Director).  
42 Coursework must have direct relevance to the faculty member's assignment and be shown to  
43 significantly benefit the faculty member, the college, and the students in order to be  
44 approved.  
45

46 If the appropriate administrator does not approve the request, an appeal may be pursued.  
47 The appeal process will be initiated using the form for advancement and attaching a narrative  
48 outlining the relevant knowledge to be gained.  
49

50 The appeal will be made to the Dean/Area Director within five (5) days of the denial of the  
51 request. Concurrently with the appeal to the Dean/Area Director, the bargaining unit member  
52 shall request that the Association appoint a member for review of the request. This appeal

ARTICLE 7.0 – WAGES AND BENEFITS

1 committee shall consist of a member appointed by the Association, a member appointed by  
2 the Dean/Area Director and a third member selected by the two appointed representatives.  
3 Within ten (10) days of receiving the appeal, the committee will meet to consider the appeal  
4 and make a recommendation.  
5

6 If the bargaining unit member does not accept the recommendation of the committee, he/she  
7 may appeal the recommendation to the Vice President of Academic Affairs whose decision  
8 will be final.  
9

10 Units to be counted for advancement must be completed prior to the fall semester and  
11 documentation (transcripts) must be turned in to the Human Resources office prior to  
12 November 1 in order to be considered for that fiscal year.  
13

14 **7.2.1.5** The Salary Classification Table used for bargaining unit members employed after  
15 July 1, 1974, is as follows:  
16

17 a. Vocational Groups, only  
18

19 Category B entering assignment to a vocational bargaining unit member's  
20 classification group will be done according to the following:  
21

- 22 Group 1 Vocational bargaining unit members who had a high school  
23 diploma or equivalent and fewer than 60 semesters units when  
24 hired.
- 25 Group 2 Vocational bargaining unit members who had 60 or more  
26 semester units but less than a Bachelor's Degree when hired.
- 27 Group 3 Vocational bargaining unit members who have a Bachelor's  
28 Degree when hired.  
29

30 A bargaining unit member will continue in the same group in which he/she was  
31 placed when hired and progress on the salary schedule according to the  
32 requirements of that group (1, 2, or 3) during his/her service at the college.  
33

34 b. Requirements by Classification  
35

36 CLASS I Valid credential authorizing service at the community college level in the  
37 appropriate subject matter (can be partial fulfillment, provisional, etc.) and one of the  
38 following:  
39

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

- 42
- 43 Group 1 The high school diploma or equivalent and fewer than 30
- 44 semester units
- 45 Group 2 Sixty or more semester units but has not been awarded the A.A.
- 46 or A.S. Degree
- 47 Group 3 Begins in Class II  
48

49 CLASS II Valid credential authorizing service at the community college level in the  
50 appropriate subject matter area (can be partial fulfillment, provisional, etc.) and one  
51 of the following:  
52

ARTICLE 7.0 – WAGES AND BENEFITS

- 1           Category A     Bachelor's Degree and 24 semester units beyond the Bachelor's
- 2                             Degree date
- 3
- 4           Category B     (Vocational instructors, below)
- 5
- 6           Group 1     High School or equivalent and a total of 30 semester units
- 7           Group 2     An A.A. Degree
- 8           Group 3     A Bachelor's Degree
- 9

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

- 11
- 12           Category A     Master's Degree or Doctorate and 42 semester units beyond
- 13                             Bachelor's Degree date
- 14           Category B     (Vocational instructors, below)
- 15
- 16           Group 1     An Associate's Degree (A.A. or A.S.)
- 17           Group 2     An A.A. Degree and a total of 90 semester units
- 18           Group 3     A Bachelor's Degree and 16 semester units beyond the Degree
- 19                             date
- 20

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

- 22
- 23           Category A     M.A. or Doctorate and 60 semester units beyond Bachelor's
- 24                             Degree date
- 25           Category B     (Vocational instructors, below)
- 26
- 27           Group 1     An A.A. Degree and a total of 90 semester units
- 28           Group 2     A Bachelor's Degree
- 29           Group 3     A Bachelor's Degree and 32 semester units beyond the Degree
- 30                             date
- 31

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

- 33
- 34           Category A     M.A. or Doctorate and 78 semester units beyond B.A.
- 35           Category B     (Vocational instructors, below)
- 36
- 37           Group 1     A Bachelor's Degree
- 38           Group 2     A Bachelor's Degree and 24 units beyond the Bachelor's Degree
- 39                             date
- 40           Group 3     A Bachelor's Degree and 48 units beyond the Bachelor's Degree
- 41                             date
- 42

43    **7.2.1.6** A Faculty Department Coordinator differential of \$1,200 per semester will be added  
44 to a bargaining unit member's annual salary when appointed and approved for serving in that  
45 capacity.  
46  
47  
48

ARTICLE 7.0 – WAGES AND BENEFITS

**7.2.2 INSTRUCTIONAL BARGAINING UNIT MEMBERS' SALARY SCHEDULE**

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

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

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

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

The District will compensate contract and regular unit members who act as short-term substitutes on an hourly basis, at the rate of the top step of the Part-Time Academic Bargaining Unit Members' Hourly Salary Schedule, Article 7, Section 7.2.6 of the academic collective bargaining agreement. A short-term substitute shall be defined as substitute service for a specific instructor within five (5) working days after the first absence.

The District will compensate a regular or contract unit member for the long-term substitute assignment for each hour of instruction at the rate of .18 percent (.18%) of the annual salary specified for Class III, Step 5 of the salary schedule in Article 7. A long-term substitute shall be defined as substitute service for a specific instructor for more than five (5) working days after the first absence.

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

**7.2.3 EXTENDED SERVICE DIFFERENTIAL**

The following Extended Service Differential 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 maximum advancement on the instructional bargaining unit members' salary schedule.

## ARTICLE 7.0 – WAGES AND BENEFITS

### 7.2.3.2 Policy

Bargaining unit members who want to advance through longevity differentials must submit to the office of the Division Dean, a request on a form provided for that purpose.

A bargaining unit member may apply at Step 16 for the first differential. Additional differentials may be applied for at Step 19, 22 and Step 25.

Units and unit equivalents to meet the Extended Service Differential requirements are to be approved on the appropriate form by the Division Dean and the Vice President of Academic Affairs 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 procedure.) The credits for this requirement are to benefit the bargaining unit member and the students. Once the request form has been approved by the Division Dean and the Vice President of Academic Affairs it will be submitted to the Personnel Office.

Verification of units (transcripts) and documentation to support unit equivalent(s) must be submitted to the Personnel Office by November 1st. The differential would be retroactive to the beginning of the school year. Requests/verifications submitted after November 1st would be applied to the subsequent school year. All units and unit equivalents must be completed prior to the beginning of the school 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)

A request will be completed and filed by the bargaining unit member for the desired unit equivalent(s) with the Division Dean for approval. The request may be:

- a. A request for tentative approval of work to be done prior to the beginning of the work.
- b. A request for approval upon 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 and class to class.

Unit equivalents granted will be directly related to hours as follows:

- a. Sixteen (16) hours of lecture equals one (1) unit.
- b. Forty-eight (48) hours of non-lecture equals one (1) unit.

When a direct hour-to-hour relationship cannot be shown, other methods will be used to determine unit value. Two possible examples are:

- a. A conference lasts 40 hours, but only 16 hours can be shown as relevant. One unit will be granted if these hours are lecture-type. One-third (1/3) of a unit will be granted if these hours are non-lecture type. (This partial unit may be used in conjunction with other partial units already granted or future partial units to be earned at a later date.)

## ARTICLE 7.0 – WAGES AND BENEFITS

1  
2 b. A bargaining unit member works all summer in a field related to his/her teaching  
3 field. Knowledge gained in his/her field should be prorated to a specific number of  
4 hours, and unit equivalents will be granted on the basis of:

- 5  
6 1) How much new knowledge was gained.  
7  
8 2) How this knowledge will improve the bargaining unit member's teaching. (The  
9 bargaining unit member should be prepared to explain in detail.)

10  
11 In either of the two situations outlined above, the bargaining unit member should list the total  
12 hours involved and then carefully prorate these to actual learning hours (either lecture, non-  
13 lecture, or both).

14  
15 Contents of request:

16  
17 The request shall contain:

- 18  
19 a. Date(s) of work. If the work has been done over a period of time, state  
20 beginning and ending date.  
21 b. Area of work  
22 c. Relevancy of work to teaching assignment  
23 d. Relevancy of work to one's own professional growth  
24 e. Description or outline of work done  
25 f. Documentation of work done

26  
27 Some suggested activities that may qualify for unit equivalents:

- 28  
29 a. Conferences  
30 b. Workshops  
31 c. Seminars  
32 d. Professional Meetings  
33 e. Performances  
34 f. Exhibitions  
35 g. Publications  
36 h. Summer jobs in a related field  
37 i. Non-paid summer projects  
38 j. Independent research related to the teaching field  
39 k. Educational-related activities to improve teaching (This may be out of  
40 the teaching field, but it should be shown that the bargaining unit  
41 member needs this to improve his/her teaching.)  
42 l. Sabbatical leaves (non-unit) up to three (3) units per semester

43  
44 **7.2.3.4 Implementation**

45  
46 If agreement among the bargaining unit member, the Division Dean, and Administrator  
47 involved regarding approval of the units or unit equivalents cannot be reached, or if there is  
48 late request/ verification submitted to the Personnel Office, the bargaining unit member may  
49 appeal to the Superintendent/President, whose decision shall be final.  
50

ARTICLE 7.0 – WAGES AND BENEFITS

**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 percent (60%) 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 ALTERNATE LEARNING SYSTEMS BARGAINING UNIT MEMBERS**

If an alternate learning system (ALS) 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.*

**7.2.6 PART-TIME ACADEMIC BARGAINING UNIT MEMBERS' HOURLY SALARY SCHEDULES**

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

**7.2.7 POLICY CONCERNING MILEAGE AND TRAVEL ALLOWANCE PAYMENTS TO BARGAINING UNIT MEMBERS**

Bargaining unit members shall be paid for travel to their class or classes at the regular College rate per mile, only for miles over 45 miles per round trip with a maximum number of 80 paid miles.

ARTICLE 7.0 – WAGES AND BENEFITS

**7.2.8 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 be paid in ten (10) equal monthly installments on the last working day of each month beginning in August. 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 MENTOR FACULTY**

The purposes of the Mentor program are to communicate the form and substance of the Shasta College culture, mission and procedures, ease the transition of new bargaining unit members into an unfamiliar environment and, allow for their more rapid integration as contributing members of the college community. Mentor faculty shall be selected by the supervising administrator and shall not simultaneously serve on the individual's Tenure Review Committee. The Vice President of Academic Affairs shall provide each Mentor with a description of duties and responsibilities for the role. The Mentor will maintain a journal of mentor activities and submit it to the Vice President of Academic Affairs at the end of each semester.

**7.3.2 PEER EVALUATOR OF PART-TIME, TEMPORARY FACULTY**

A bargaining unit member who evaluates a temporary bargaining unit member shall be paid a stipend of \$100 per evaluation. In addition, the unit member shall be paid for actual travel time at the rate of \$10 per hour and mileage shall be reimbursed at the standard business-use mileage rate established by the U.S. Internal Revenue Service (see Section 3.5).

**7.3.3 INTERVIEW SELECTION COMMITTEES**

Bargaining unit members shall be paid a \$100 stipend for service on each paper screening and/or interview selection committee, for contract faculty positions and administrative positions. All other screening/ interview committees that require service outside the hours of 8:00 a.m. to 5:00 p.m. on a member's workday or on a day on which the member is not on duty shall be paid \$100 stipend for service on the screening/ interview committee. This stipend shall not apply to service on equivalency committees.

**7.3.4 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.

ARTICLE 7.0 – WAGES AND BENEFITS

1 Participation in the activities referenced above shall be voluntary, and shall not count toward  
2 credit with regard to Education Code Section 87482.5 (60% Law).

3  
4 **7.3.5 ITV INSTRUCTION**

5  
6 Effective July 1, 2006, the first time an instructor completes ITV delivered instruction, he/she  
7 will receive a \$150 stipend.

8  
9 **7.3.6 ONLINE DELIVERY OF A COURSE**

10  
11 Effective July 1, 2006, an instructor will receive \$150 per unit for each new course for which  
12 he/she completes a fully online delivery.

13  
14  
15 **7.3.7 OTHER STIPENDS**

16  
17 Other stipends may be paid to unit members as set forth below.

18  
19 **7.3.7.1** Effective July 1, 1999, the following stipends may be paid by the District:

20  
21 Summer Volunteer Fire Department Supervisor - \$2,500  
22 Program Coordinator - \$1,200 per semester  
23 Assistant Coaches - \$3,300 each  
24 Football Coordinator - \$5,000  
25 Stipends of \$300 or less  
26 Stipends available to all unit members  
27 Stipends paid by the Network for Professional Growth  
28 Stipends paid under a grant to an originator/writer of the grant  
29

30  
31 **7.3.7.2** The Superintendent/President or designee shall notify the Association in writing in a  
32 timely manner of any other stipends proposed to be paid. At the request of the Association,  
33 the parties shall meet and negotiate concerning the proposed stipend. In addition, at the  
34 request of the Association the Superintendent/President shall consult with the Association  
35 about criteria for paying stipends and granting release time.

36  
37 **7.3.8** Payments of stipends shall be made within 30 days of the completion of the service  
38 performed.  
39

ARTICLE 7.0 – WAGES AND BENEFITS

**7.4 PART-TIME TEMPORARY FACULTY OFFICE HOURS**

7.4.1 The District's contribution to the part-time temporary faculty office hour program beginning with 2007-08 academic year for eligible part-time temporary faculty will be a total of \$93,500.00. (*Board Ratified 6/27/07*)

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 \$20.00 per hour.
- D. Regular unit members shall not be eligible to participate.
- E. The office hour shall not count in determining the unit member's full-time equivalent employment percentage for the purposes of obtaining tenure.
- F. The time for office hours shall be mutually agreed between the unit member and the Dean and shall be posted. Generally, office hours shall be immediately before or after class.

1 **ARTICLE 8.0 – PAYROLL DEDUCTIONS**

2  
3  
4 **8.1 GENERAL PROCEDURES**

5  
6 Pursuant to Education Code Section 87833, the District will deduct from the pay of  
7 bargaining unit members and pay to the Association the normal and regular monthly  
8 Association membership dues as voluntarily authorized in writing by the bargaining unit  
9 member subject to the following conditions:

10  
11 **8.1.1** Such deduction shall be made only upon submission of a mutually accepted form to  
12 the designated representative of the District duly completed and executed by the bargaining  
13 unit member and the Association.

14  
15 **8.1.2** The District shall not be obligated to put into effect any new, changed, or  
16 discontinued deduction until the pay period commencing fifteen (15) days or more after such  
17 submission.

18  
19 The Association agrees to furnish any information needed by the Board to fulfill the  
20 provisions of this Article. With respect to all sums deducted by the Board pursuant to  
21 authorization of the bargaining unit member, whether for membership dues or equivalent fee,  
22 the Board agrees to promptly remit monthly, within thirty (30) days following the date of  
23 deduction on the bargaining unit member's pay warrant, such moneys to the Association's  
24 designee, accompanied by an alphabetical list of bargaining unit members for whom such  
25 deductions have been made, categorizing them as to membership or non-membership in the  
26 Association, and indicating any changes in personnel from the list previously furnished.

27  
28 **8.2 ASSOCIATION DUES AND AGENCY FEE**

29  
30 **8.2.1** Any bargaining unit member who is a member of the Association, or who has  
31 applied for membership, may sign and deliver to the Board an assignment authorizing  
32 deduction of unified membership dues, initiation fees, and general assessments in the  
33 Association. Such authorization shall continue in effect from year to year unless revoked in  
34 writing between June 1 and September 1 of any year. Pursuant to such authorization, the  
35 Board shall deduct one-tenth of such dues from the regular salary check of the bargaining  
36 unit member each month for ten months. Deductions for bargaining unit members who sign  
37 such authorization after the commencement of the school year shall be appropriately  
38 prorated to complete payments by the end of the school year.

39  
40 **8.2.2** Any bargaining unit member who is not a member of the Association or who does  
41 not make application for membership within thirty (30) days of the effective date of this  
42 agreement, or, for those hired after the effective date of this agreement, within thirty (30)  
43 days from the date of commencement of teaching duties, shall become a member of the  
44 Association or pay to the Association a fee in an amount equal to unified membership dues,  
45 initiation fees, and general assessment, payable to the Association; provided, however, that  
46 the bargaining unit member may authorize payroll deduction for such fee in the same manner  
47 as provided in Section 8.1.1 of this Article.

48  
49 **8.2.3** If, by an reason of religious conviction, a member of the bargaining unit cannot  
50 support membership in the Association, then the member shall contribute an amount equal to  
51 all regular and periodic dues as appropriate, to the Shasta College Scholarship Fund. In the  
52 event that a bargaining unit member shall not pay such fee directly to the Association or  
53 authorize payment through payroll deductions, as provided in Section 8.1.1, the District shall  
54 withhold an amount equal to such fee from the pay warrant of such employee and remit such

ARTICLE 8.0 – PAYROLL DEDUCTIONS

1 fee to the Association in accordance with Education Code Section 87834 and Government  
2 Code Section 3543.1(d).

3

4 **8.2.4** This agency fee provision shall apply to all members of the bargaining unit except  
5 for part-time hourly unit members during any semester when such unit member works sixty  
6 (60) or fewer instructional contact hours.

7

**ARTICLE 9.0 – SAFETY CONDITIONS OF EMPLOYMENT**

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2  
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4  
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6

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

1 **ARTICLE 10.0 – GRIEVANCES**

2  
3  
4 **10.1 INTRODUCTION**

5  
6 Any bargaining unit member has the right to have representatives of their choice present in  
7 the grievance process. Nothing contained herein will be construed as limiting the right of any  
8 bargaining unit member having a grievance to discuss the matter informally with any  
9 appropriate member of the administration and to have the grievance adjusted without  
10 intervention by the Association, provided that the adjustment is not inconsistent with the  
11 terms of this agreement, and that the Association has been given an opportunity to state its  
12 views in regards to adjustment prior to the execution.  
13

14 **10.2 DEFINITIONS**

15  
16 **10.2.1 Grievance**--disputes arising from the interpretation, application, or violation of this  
17 agreement.  
18

19 **10.2.2 Grievant**--may be any members of the unit covered by the terms of this agreement  
20 or "grievant" may be the Shasta College Faculty Association (CTA/NEA).  
21

22 **10.2.3 Day**--any day that bargaining unit members are required to be on duty.  
23

24 **10.3 INFORMAL LEVEL**

25  
26 Before filing a formal grievance, the grievant should attempt to resolve the grievance through  
27 an informal conference with the immediate supervisor.  
28

29 **10.4 FORMAL LEVEL**

30  
31 **10.4.1 LEVEL I**

32  
33 Within twenty (20) days after a bargaining unit member knows or reasonably should have  
34 known of the event giving rise to the grievance, if the grievant wishes to pursue the  
35 grievance, the grievant must submit the grievance, in writing, to the immediate supervisor.  
36 The 20-day limitation shall not apply to grievances arising under Article 4, Sections 4.2.5 and  
37 4.2.6.  
38

39 This statement shall be a statement of the grievance, the circumstances involved, the  
40 decision rendered at the informal conference, and a specific remedy sought.  
41

42 The supervisor shall communicate a decision to the bargaining unit member in writing within  
43 ten (10) days after receiving the grievance. Either the grievant or the supervisor may request  
44 a conference within the above time limit. If the supervisor does not respond within the time  
45 limits, the grievant may appeal to the next level.  
46

47 **10.4.2 LEVEL II**

48  
49 **10.4.2.1** In the event the grievant is not satisfied with the decision at Level I, the decision  
50 may be appealed on an appropriate form to the Vice President in charge of the grievant's  
51 area within ten (10) days. This statement should include a copy of the original grievance, the  
52 decision rendered, and a statement of the specific reasons for the appeal.  
53

ARTICLE 10.0 – GRIEVANCES

1       **10.4.2.2** The Vice President shall communicate a decision within ten (10) days after  
2 receiving the appeal. Either the grievant or the Vice President may request a conference  
3 within the above time limits. If the Vice President does not respond within the time limits, the  
4 grievant may appeal to the next level.  
5

6       **10.4.3    LEVEL III**  
7

8       **10.4.3.1** If the grievant is not satisfied with the decision at Level II, he/she may within ten (10)  
9 days appeal the decision on an appropriate form to the Superintendent/ President. This  
10 statement shall include a copy of the original grievance and appeal, the decisions rendered,  
11 and a statement of the specific reasons for this appeal.  
12

13       **10.4.3.2** The Superintendent/President shall communicate his decision to the grievant within  
14 ten (10) days. Either the grievant or the Superintendent/President may request a conference  
15 within the above time limits. If the Superintendent/President does not respond within the time  
16 limits, the grievant may appeal to the next level.  
17

18       **10.4.4    LEVEL IV**  
19

20       **10.4.4.1** If the grievant is not satisfied with the decision at Level III, he/she may request in  
21 writing within ten (10) days that the grievance be submitted to arbitration through the  
22 Grievance Committee of the Association as provided in Section 3543 of Chapter 10.7 to  
23 Division 4 of Title 1 of the Government Code.  
24

25       **10.4.4.2** A joint request will be made to the State Mediation and Conciliation Service to  
26 provide a list of arbitrators.  
27

28       **10.4.4.3** Within ten (10) school days after receiving a list of arbitrators, the Superintendent/  
29 President and the Grievance Committee will meet and reach agreement on a mutually  
30 acceptable arbitrator. In the absence of a mutually accepted method of selecting an  
31 arbitrator, the arbitrator will be selected by alternately striking a name from a list of five  
32 arbitrators submitted by the above-mentioned arbitration service.  
33

34       **10.4.4.4** The arbitrator selected will be bound by the rules of the AAA.  
35

36       **10.4.4.5** The arbitrator so selected will confer with the Superintendent/President and/or his  
37 representatives and the grievant or the Grievance Committee and hold any hearings  
38 necessary to ascertain the pertinent facts in the case. The arbitrator will issue a decision no  
39 later than thirty (30) days following the conclusion of his/her investigation. The decision will  
40 be in writing and will stipulate findings of fact, reasoning, and conclusions on the issues  
41 submitted.  
42

43       **10.4.4.6** The arbitrator will be without power or authority to make any decision which requires  
44 the commission of an act prohibited by law or which violates terms of the agreement.  
45 However, it is agreed that the arbitrator is empowered to include in any award such financial  
46 reimbursement or other remedies as he/she judges to be proper.  
47

48       **10.4.4.7** Any dispute regarding grievability or arbitrability may be submitted to the arbitrator  
49 by either party. However, the District has the right to have the issue of arbitrability  
50 determined prior to proceeding with the arbitration on the merits of the dispute, provided the  
51 arbitration hearing is likely to extend beyond one day. The arbitrator may make a bench  
52 decision on the issue of arbitrability with the mutual consent of the parties.

ARTICLE 10.0 – GRIEVANCES

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8

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

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

**ARTICLE 11.0 – SAVINGS PROVISION**

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6  
7

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

1 **ARTICLE 12.0 – MISCELLANEOUS PROVISIONS**

2  
3  
4 **12.1 MEETING AND NEGOTIATING**

5  
6 During the term of this agreement, except as provided herein, the Association expressly  
7 waives and relinquishes the right to meet and negotiate and agrees that the District shall not  
8 be obligated to meet and negotiate with respect to any subject or matter, whether referred to  
9 or covered in this agreement or not, even though each subject or matter may not have been  
10 within the knowledge or contemplation of either or both the District or the Association at the  
11 time they met and negotiated on and executed this agreement, and even though such  
12 subjects or matters were proposed and later withdrawn. This provision is not intended to  
13 allow the District to engage in unilateral changes of mandatory subjects of bargaining on  
14 issues which have not been negotiated by the parties.  
15

16 **12.2 DIRECTING THE WORK**

17  
18 Except as otherwise agreed to in this agreement, it is understood and agreed that the District  
19 retains all of its powers and authority to direct, manage, and control to the full extent of the  
20 law. Included in, but not limited to, those duties and powers is the right to: determine the  
21 times and hours of operation; establish its educational policies, goals and objectives; insure  
22 the rights and educational opportunities of students; determine staffing patterns and  
23 personnel requirements; maintain the efficiency of District operation; determine the  
24 curriculum; build, move, or modify facilities; establish budget procedures and determine  
25 budgetary allocation; determine the methods of raising revenue; contract out work as legally  
26 allowed under the Education and Government Codes.  
27

28 **12.3 RELEASE TIME FOR THE FACULTY ASSOCIATION**

29  
30 **12.3.1** The Faculty Association shall be given 40 percent release time based upon the  
31 average number of Teaching Units taught by other bargaining unit members rendering the  
32 same or similar service, or as appropriate for non-instructional bargaining unit members. The  
33 Association shall reimburse the District, at the adjunct hourly lecture rate, for one-fourth of  
34 the 40%.  
35

36 **12.3.2** The Association shall notify the District no later than March 1 of the immediately  
37 preceding school year of the names of the individuals to be granted the release time.  
38

1 **ARTICLE 13.0 – FACULTY SERVICE AREAS**

2  
3  
4 **13.1 DEFINITIONS**

5  
6 **13.1.1** As used in this article, "**faculty service area**" shall be equivalent to "disciplines" as  
7 adopted by the Board of Governors except as noted in Appendix C.

8  
9 **13.1.2 "Minimum qualifications"** means those qualifications as adopted by the Board of  
10 Governors to qualify for a particular discipline except as noted with the faculty service areas  
11 listed in Appendix C.

12  
13 **13.1.3** A bargaining unit member is considered "**competent**" if he/she meets the minimum  
14 qualifications as defined in 13.1.2.

15  
16 **13.2 QUALIFICATION FOR A FACULTY SERVICE AREA**

17  
18 **13.2.1** A bargaining unit member employed prior to July 1, 1990, shall be eligible for  
19 qualification in any faculty service area to which he or she has been assigned for at least two  
20 semesters.

21  
22 **13.2.2** A bargaining unit member employed on or after July 1, 1990, shall be eligible for  
23 qualification in any faculty service area to which he or she has met the minimum  
24 qualifications as defined in 13.1.2.

25  
26 **13.2.3** A bargaining unit member may apply to the District to add faculty service areas for  
27 which the unit member qualifies.

28  
29 **13.2.3.1** On or before February 15 of the academic year, the unit member shall submit an  
30 application on the appropriate form to the Office of Academic Affairs.

31  
32 **13.2.3.2** Upon receipt of the application, the Office of Academic Affairs shall acknowledge  
33 date of the receipt by so indicating on a copy of the application given the employee at the  
34 time of submission.

35  
36 **13.2.3.3** The District shall grant or deny all applications for the addition of a discipline within  
37 thirty (30) working days of their receipt. The District shall notify the applicants in writing that  
38 either the faculty service area has been entered in the applicant's personnel file or the reason  
39 for denial of the application.

40  
41 **13.2.3.4** A dispute arising from an allegation that the District has improperly denied a  
42 bargaining unit member's application to qualify for a faculty service area shall be processed  
43 as a grievance according to the provisions of Article 10.

44  
45 **13.2.3.5** A bargaining unit member shall not be required to reapply for a faculty service area  
46 once it has been entered in the personnel file.

47  
48 **13.2.3.6** No bargaining unit member shall be assigned to a faculty service area unless the  
49 bargaining unit member has elected to qualify for that faculty service area.  
50

ARTICLE 13.0 – FACULTY SERVICE AREAS

**13.3 RECORDS OF FACULTY SERVICE AREAS**

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

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

**13.4 REASSIGNMENT**

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

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

**13.5 LAYOFFS AND REDUCTION IN FORCE**

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

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

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

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

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

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

1 **ARTICLE 14.0 – ALTERNATIVE LEARNING SYSTEMS**

2  
3  
4 **14.1** Alternative Learning Systems incorporate new technologies and learning  
5 methodologies not generally present in traditional lecture, discussion and laboratory  
6 approaches.  
7

8 **14.2** Courses utilizing alternative learning systems shall be established, reviewed and  
9 approved in the same manner as other courses. Scheduling of courses using alternative  
10 learning systems shall be in accordance with Article 4.2.10.  
11

12 **14.3** Class size for courses using alternative learning systems shall be established in  
13 accordance with Article 4.2.9 of this Agreement.  
14

15 **14.4** All unit members, including those using alternative learning systems, shall attend  
16 department and center meetings, program review meetings, scheduled flex days on campus  
17 and shared governance meetings. Office hours shall be scheduled in accordance with Article  
18 2.2.6 of this Agreement.  
19

1 **ARTICLE 15.0 – INTELLECTUAL PROPERTY RIGHTS**

2  
3  
4 **15.1 DEFINITION**

5  
6 “Intellectual Property” is an original work, concept, design, process or invention that may be  
7 copyrighted or patented.  
8

9 **15.2 INDIVIDUAL AGREEMENT**

10 A unit member contemplating the development of intellectual property with any potential  
11 commercial value which is to be developed in whole or in part on District time or with District  
12 resources shall enter into an agreement with the District concerning ownership of such  
13 intellectual property. The agreement shall generally provide:  
14

15  
16 **15.2.1** The unit member shall own the intellectual property.  
17

18 **15.2.2** Any costs incurred by the District (including but not limited to stipends,  
19 released/reassigned time, equipment, or supplies) shall be reimbursed with the District  
20 receiving fifty percent of all payments received by the unit member until all costs incurred by  
21 the District have been reimbursed.  
22

23 **15.2.3** The District shall be granted a no-cost license, to run in perpetuity, for the use of the  
24 intellectual property for District purposes.  
25

26 **15.3 EXTRAORDINARY CIRCUMSTANCES**

27  
28 If it can reasonably be anticipated that a particular project has significant potential  
29 commercial value and/or the District support is substantial, the District may require that the  
30 individual agreement provide for the sharing of any profits.  
31

32 **15.4** This article shall not be subject to Article 10, Grievance.  
33  
34  
35

**ARTICLE 16.0 – COMPLETION OF MEET AND NEGOTIATIONS**

**Shasta-Tehama-Trinity Joint  
Community College District**

**Shasta College Faculty  
Association/CTA/NEA**

\_\_\_\_\_  
Gary A. Lewis  
District Superintendent/President

\_\_\_\_\_  
Tom Masulis  
Chief Negotiator

Date: \_\_\_\_\_

Date: \_\_\_\_\_