

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SISKIYOU JOINT COMMUNITY COLLEGE DISTRICT

AND THE

COLLEGE OF THE SISKIYOU FACULTY ASSOCIATION/CCA/CTA/NEA

2006-07

2007-08

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ARTICLE 1

PREAMBLE

- 1.1** The Board of Trustees of the Siskiyou Joint Community College District of Weed, California, hereinafter referred to as the “Board,” and the College of the Siskiyous Faculty Association, CCA/CTA/NEA, hereafter referred to as the “Association,” agree as follows:

ARTICLE 2

GENERAL PROVISIONS

- 2.1** This agreement is made and entered into by and between the Board of Trustees of the Siskiyou Joint Community College District, which together with its administrative staff and representatives shall be referred to in this Agreement as the "District," and the College of the Siskiyous Faculty Association/CCA/CTA/NEA, the academic employees' exclusive representative, which together with its officers and representatives shall be referred to in this Agreement as the "Association."
- 2.2** This Agreement is entered into pursuant to Chapter 10.7, sections 3540-3549 of the Government Code which shall be referred to as the "EERA."
- 2.3** Unless expressly provided otherwise, the following definitions shall govern the interpretation and construction of this Agreement:
- 2.3.1** "Association" means the College of the Siskiyous Faculty Association/CCA/CTA/NEA.
- 2.3.2** "Board" means the Board of Trustees of College of the Siskiyous, the Superintendent/ President, or any of the Board's officers or employees who have delegated authority to act for the Board.
- 2.3.3** "Academic Employee" means any employee in the bargaining unit as defined in Appendix A.
- 2.3.4** "Contract Employee" is a probationary academic employee.
- 2.3.5** "Regular Employee" is a permanent or tenured academic employee.
- 2.3.6** "District" means Siskiyou Joint Community College District.
- 2.4** The bargaining unit covered by this Agreement shall be as set forth in Appendix A hereto. (PERB Certification of Representative.)
- If any new positions requiring academic qualifications, except those excluded already in the PERB certification document mentioned above, are established during the term of this Agreement, the placement in or out of the bargaining unit shall be made by mutual agreement. Should the issue of unit placement not be resolved within thirty (30) days of the establishment of such new positions, the matter may be submitted by either party to PERB for determination.
- 2.5** Within thirty (30) days of ratification of the Agreement by both parties herein, the District shall post the Agreement on the COS website, provide electronic copies as needed and print an agreed upon number of hard copies to be delivered to the Association for distribution to each unit member in the District. The District shall give a copy of the Agreement to any new bargaining unit members it hires during the term of the Agreement.

ARTICLE 3

EFFECT OF AGREEMENT

- 3.1** This Agreement constitutes the entire Agreement between the parties hereto for the duration thereof as specified in Article 20 (Duration and Reopeners) and in respect to all issues which were or could have been subject to negotiation. This Agreement terminates and supersedes those past practices, procedures, agreements, traditions or regulations inconsistent with any matters covered herein. Except for new contract negotiations, during the term of this Agreement, neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- 3.2** It is understood and agreed that the Board retains all of the rights, powers, and authority vested in it by law to direct, control, and govern the District. The exercise of the Board's rights, powers and authority, and the adoption of policies, rules, regulations and practices in furtherance thereof shall be limited only by applicable provisions of law or by the terms of this Agreement.
- 3.3** This Agreement shall not modify or replace the rights of academic employees except as the specific and express terms of this Agreement require, and then only to the extent permitted by law.
- 3.4** The District acknowledges that, with respect to the bargaining unit covered by this Agreement, the Board shall meet and negotiate on matters within the scope of representation only with the Association, as long as the Association remains the exclusive representative of the bargaining unit.
- 3.5** Any individual contract between the Board and an individual unit member shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- 3.6** There shall be two signed copies of the final Agreement for record-keeping purposes. One shall be retained by the District and one by the Association.

ARTICLE 4

ORGANIZATIONAL SECURITY

- 4.1 The Association and the District agree that any unit member who is a member of the Association at the time this Agreement becomes effective or who enrolls during the term of the Agreement shall maintain such membership for the duration of the Agreement. Upon filing an appropriate form provided by the District, each academic employee shall have the right to have deductions made from his or her monthly salary for dues to the Association. This provision shall not deprive any member of the right to terminate his or her membership within the thirty (30) day period following expiration of the Agreement.

ARTICLE 5

ASSOCIATION RIGHTS

- 5.1** The Association retains all rights guaranteed to employee organizations under California Government Code Section 3540 and following, and all other applicable provisions of law, and the exercise of the Association's rights shall be limited only by the terms of this Agreement. The rights retained by the Association include, but are not limited to, the right to have access to any record containing information relating to the conduct of the District's business that is open to inspection under the Public Records Act, the right to receive a notice and agenda for each Board meeting, and the right to receive the name, address and salary of each academic employee.
- 5.2** All written policies, rules, regulations or procedures governing conditions of employment of the members of the bargaining unit that are generally distributed to academic employees shall be provided to the Association.
- 5.3** The Association shall have the right to use the District internal mail service and unit member mailboxes for communications to unit members without interference, censorship, or examination of such communications by the District.
- 5.4** Authorized representatives of the Association shall have the right under the Civic Center Act to transact official Association business on school property and utilize District facilities at all reasonable times provided that such activities or use do not interfere with district activities including but not limited to classroom instruction, student activities, contract education, community service classes and any other District business.
- 5.5** The Association shall have the right to post notices of activities and matters of association concerns on association bulletin boards.
- 5.6** The District, upon request by the Association, agrees to furnish the Association with information necessary to perform the Association's duty as the exclusive representative.
- 5.7** Reassigned Time for Association work as allowed in SB 160 (negotiations and grievance) 1 class per year (3 LHE).

ARTICLE 6

GRIEVANCE PROCEDURE

A conscientious effort shall be made to resolve differences related to working conditions between academic employees and the District at the lowest possible administrative level before a grievance may be filed.

6.1 Definitions

- 6.1.1** "Grievance" means a written statement by an academic employee alleging that he or she has been wronged by a District's violation, misinterpretation, or misapplication of specific provisions of this Agreement. "Grievance" also means a written statement by the Association alleging that the Association itself has been wronged by the District's violation, misinterpretation, or misapplication of specific provisions of this Agreement.
- 6.1.2** "District representative" means an administrative employee designated by the Superintendent to represent the District at all stages of a grievance proceeding.
- 6.1.3** "Working Day" means any day during which the Administrative Offices of the District are open for business.
- 6.1.4** "Academic School Day" means any day when the college is in session during the regular academic year.
- 6.1.5** To "file" means to deliver the necessary documents either personally or by certified mail, return receipt requested. A document is "filed" on the day it is received.
- 6.1.6** The "Grievant" is the individual filing the grievance.
- 6.1.7** "Shall" is mandatory. "May" is permissive.
- 6.1.8** "Finding" shall constitute a statement of whether the District violated, misinterpreted or misapplied a provision of the contract.

6.2 Basic Tenets

- 6.2.1** No single violation, misinterpretation or misapplication can be grieved more than once by the same individual.
- 6.2.2** All proceedings, from the filing of the Notice to the concluding appeal to the Board, should one be forthcoming, shall be bound by confidentiality.
- 6.2.3** The timelines specified in these procedures are maximum limits and every effort shall be made to expedite the process. Notwithstanding this provision, any time limit specified in these procedures may be extended by mutual agreement of the parties.
- 6.2.4** The District and the Association shall hold harmless from personal damages all employees engaged in the above procedures for handling complaints and resolving grievances.

6.3 Informal Process

A unit member who believes that he/she has a grievance shall first attempt to resolve the complaint by a meeting or memoranda with his/her immediate supervisor over the specifics of the complaint. In the event

that the immediate supervisor has no jurisdiction over the action grieved this step may be waived and a formal grievance shall commence.

If the parties are not able to reach agreement on the complaint, the matter may be submitted to a formal grievance.

6.4 Process

6.4.1 A formal grievance shall be initiated by the filing of a written Notice of Grievance which shall:

6.4.1.1 Contain a concise statement of the violation, misinterpretation, or misapplication alleged, the circumstance or action from which the grievance arises, and the date of discovery of the circumstance or action;

6.4.1.2 State the remedy sought;

6.4.1.3 State the name of the grievant's representative, if known; and

6.4.1.4 Include the grievant's name and signature.

6.4.2 The notice of grievance shall be filed with the Superintendent/President and the Association within twenty (20) school days after the grievant discovered or reasonably could have discovered the circumstance or action giving rise to the grievance. Regardless of the date of discovery, however, a notice shall not be timely if it is filed more than one year after the circumstance or action giving rise to the grievance.

6.4.3 Within five (5) working days of the filing of the Notice the President or his/her designee shall schedule a meeting with the grievant and his or her representative to afford them a reasonable opportunity to be heard. The President and his/her designee may also seek additional information about the grievance from any source.

6.4.4 Within ten (10) working days following the meeting with the grievant, the President shall make a decision regarding the grievance. The decision shall be in writing and shall be sent to the grievant with copies to the Association.

6.4.5 In the event that the academic employee or the Association wishes to appeal the decision of the Superintendent/President he or she shall, within ten (10) working days of the Superintendent/President's written response file a written request that a mediator be provided by the California State Mediation and Conciliation Service to hear the dispute. The mediator shall be without power to mandate a settlement of the grievance but shall use the powers of his/her office to investigate the claims of both parties and recommend a decision. The mediation process shall be completed within thirty (30) working days of the written request to proceed to mediation.

6.4.5.1 Within thirty (30) working days after the submission of the appeal, the Board of Trustees shall, in closed session, complete its review.

6.4.5.2 In rendering its decision the Board may state the charges and the findings.

6.4.5.3 The decision of the Board is final and binding.

General Provisions

- ◆ Any grievance which arose prior to the effective date of this agreement shall not be processed.

- ◆ All parties to the grievance shall make available to other parties involved all pertinent information not privileged under the law in its possession or control which is relevant to the issues raised by the grievance.
- ◆ All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of a grievant.
- ◆ No reprisals of any kind shall be taken by or against any participant in the grievance procedure of such participation.
- ◆ A decision rendered at any level shall be considered final unless an appeal is registered within the time limits specified.
- ◆ Should the hearing of any grievance require that an employee be released from his/her regular assignment, he/she shall be released without loss of pay or benefits.

ARTICLE 7

EVALUATION OF FACULTY

Introduction

The aim of the COS evaluation process is to provide faculty with relevant feedback, a structured opportunity for reflection, and constructive suggestions for improvement. Instructors are encouraged to productively employ the data obtained from the evaluation process to identify and address pertinent plans for professional growth. The evaluation process is designed to support the ongoing efforts of faculty to enhance their effectiveness in the classroom and in the COS community. The process is also designed to comply with legal mandates and to identify unsatisfactory performance.

Regular Faculty (Tenured)

7.1. Components and Frequency

7.1.1 The evaluation process has the following components:

- 7.1.1.1** Self evaluation
- 7.1.1.2** Peer evaluation
- 7.1.1.3** Student input
- 7.1.1.4** Administrative evaluation

7.1.2 Regular faculty members will be evaluated at least once every three (3) years.

7.2 Process

7.2.1 Two peers will be selected at random to be on the evaluating team. One of the peers will come from the individual being evaluated's division and will be designated as the committee chair. Random selection of the peer evaluators shall consist of placing all eligible faculty members' names in a receptacle and drawing a name in the presence of a member of the management team and a representative of the Association.

For purposes of this article, "eligible" shall be defined to mean any regular faculty member who is not related by blood or affinity within the 3rd degree as determined by the common law or an individual in an adoptive relationship within the 3rd degree.

7.2.2 The individual being evaluated may select an additional peer, who has a particular expertise, from within or outside the institution. This individual must be selected prior to the preliminary meeting of the Evaluation Team and will be added as a member of the evaluation team.

7.2.3 The evaluation team will meet at least three times: a preliminary meeting, a review meeting, and a final meeting.

7.2.4 The evaluation team will hold a preliminary meeting, called by the committee chair, with the individual being evaluated, appropriate administrator, and the peer evaluators to explain the evaluation process and establish an evaluation timeline using a "First-Meeting Checklist." The evaluation will consider best practices for the job function of the individual being evaluated.

7.2.5 Teaching faculty will use a standard student evaluation instrument to which the individual being evaluated adds three or more questions focusing on their particular goals for improvement. Non-teaching faculty will use a student evaluation instrument that emphasizes best practices for that particular position, student engagement, student-faculty interactions, fairness and respect. The evaluation team will delegate to at least one of the peer evaluators the responsibility of administering the student evaluation instrument. This duty includes compiling the results, providing a summary of the results and forwarding the summary to the evaluation team.

- 7.2.6 The evaluation team will establish timelines for all items on the First-Meeting Checklist including times of classroom visits where appropriate, times for student surveys, subsequent meeting times, and times when other data is due. The Checklist is to be considered the evaluation instrument which addresses the objectives for faculty evaluation (contained in Appendix D). A self-evaluation approved by all committee members will include a written summary of the findings of the evaluation documents prepared by the Evaluation Team, progress towards goals from previous evaluation, and plans for improvement and goals for the current evaluation. The self-evaluation document must be completed prior to the end of the academic year as defined in Education Code Section 87661.
- 7.2.7 No later than the third class meeting or by the end of the first week of the semester whichever is later, the individual being evaluated shall provide the Instruction Office and the Evaluation Team with copies of the first day handouts for each class being taught the semester of the evaluation.
- 7.2.8 The evaluation team and the individual being evaluated shall meet to review all the completed written reports (the preliminary self, peer, student and administrative) and the past self-evaluation. The team will make recommendations for the final self-evaluation of the individual being evaluated.
- 7.2.9 The evaluation team will meet a final time to approve the self-evaluation. The submission of all - evaluation documents , including the self, peer, administrative and student summary documents for placement in the personnel file will complete the evaluation process.

Contract Faculty (Non-Tenured)

7.3 Components, Frequency and Due Date

- 7.3.1 The evaluation process has the following components:
 - 7.3.1.1 Self evaluation
 - 7.3.1.2 Peer evaluation
 - 7.3.1.3 Student input
 - 7.3.1.4 Administrative evaluation
- 7.3.2 Contract faculty shall be evaluated at least once during the term of the first contract, at least once during the term of the second contract and at least once in the second year of the third contract.
- 7.3.3 Each evaluation process shall be concluded prior to February 15 in any year.

7.4 Process

- 7.4.1 The Composition of the Evaluation Team will be
 - 7.4.1.1 Dean, Director or appropriate Vice President
 - 7.4.1.2 Department Chair. In the event that the Department Chair is not yet tenured, the Department Chair will not serve and a third faculty member will be selected randomly.
 - 7.4.1.3 Two peers (regular faculty members) will be selected at random to be on the evaluation team. One of the peers will come from the department of the individual being evaluated. If there are no tenured faculty in the department, both peer evaluators will be from the outside of the department. Random selection of the peer evaluators shall consist of placing all eligible faculty members' names in a receptacle and drawing a name in the presence of a member of the management team and a representative of the Association.

For purposes of this article, "eligible" shall be defined to mean any regular faculty member who is not related by blood or affinity within the 3rd degree as determined by the common law or an individual in an adoptive relationship within the 3rd degree.

- 7.4.1.4** The chair of the Evaluation Team will be the Department Chair. If the Department Chair is not yet tenured, the faculty member from the department will serve as chair of the Evaluation Team.
- 7.4.2** Other – (Optional) The individual being evaluated may select an additional peer, who has a particular expertise, from within or outside the institution.
- 7.4.2.1** This individual will be added as a third member of the evaluation team; and
- 7.4.2.2** This individual must be selected prior to the start of the evaluation process.
- 7.4.3** The evaluation team will meet at least three times, a preliminary meeting (7.4.4), a review meeting (7.4.8), and a final meeting (7.4.9). Additional meetings may be held if needed.
- 7.4.4** The evaluation team will hold a preliminary meeting, called by the committee chair (the appropriate dean or faculty chair), with the individual being evaluated, appropriate Vice President, and the peer evaluators to explain the evaluation process and establish an evaluation timeline using a “First-Meeting Checklist.” The evaluation will consider best practices for the job function of the individual being evaluated.
- 7.4.5** Teaching faculty will use a standard student evaluation instrument to which the individual being evaluated adds three or more questions focusing on their particular goals for improvement. Non-teaching faculty will use a student evaluation instrument that emphasizes best practices for that particular position, student engagement, student-faculty interactions and fairness and respect. The evaluation team will delegate to at least one of the peer evaluators the responsibility of administering the student evaluation instrument. This includes compiling the results, providing a summary of the results and forwarding the summary to the evaluation team.
- 7.4.6** The evaluation team will establish timelines for all items on the First-Meeting Checklist including times of classroom visits where appropriate, times for student surveys, subsequent meeting times, and times when other data is due. The Checklist is to be considered the evaluation instrument which addresses the objectives for faculty evaluation (contained in Appendix D). A self-evaluation approved by all committee members and a written summary of the findings of the evaluation team will be submitted prior to February 15 as defined in Education Code Section 87661.
- 7.4.7** No later than the third class meeting or by the end of the first week of the semester whichever is later, the individual being evaluated shall provide the Instruction Office and the Evaluation Team with copies of the first day handouts for each class being taught the semester of the evaluation.
- 7.4.8** The evaluation team and the individual being evaluated shall meet to review all the completed written reports (preliminary self, peer, student and administrative) and the past self-evaluations. The team will make recommendations for the self-evaluation.
- 7.4.9** The evaluation team will meet a final time to approve the self-evaluation and recommend for a future contract or tenure. The evaluation team will discuss and vote on a recommendation with the individual being evaluated absent. The submission of an approved self-evaluation and the other documents generated by the evaluation team, including the self, peer, administrative and student summary documents for placement in the personnel file and forwarding the committee’s recommendation to the Superintendent/President will complete the evaluation process.
- 7.4.10** This provision becomes effective for faculty hired for academic year 2008-09 and thereafter. In addition to the mid-semester Fall evaluations, the evaluation process will also include the administration of student evaluations by the Instruction Office at the end of the spring semesters of

the first, second and third years. The student evaluations from the first spring will be made available to the second year evaluation committee. Student evaluations from the second and third springs will be made available to the fourth year evaluation committee. In all three years the evaluations will be made available to the contract faculty member prior to the start of the next academic year.

7.5 Adjunct Faculty (Part-Time)

- 7.5.1** Each Adjunct Instructor teaching at least twenty-five (25) hours in semester shall be evaluated at least once in their first year of employment with the District and then at least once every six semesters they are employed. Adjunct Instructors teaching less than twenty-five (25) hours may be evaluated at the District's discretion.
- 7.5.2** The evaluation process shall consist of a peer evaluation, student evaluations and self-evaluation. The evaluation will use the pertinent items from the "First-Meeting Checklist" including best practices, teaching or other job related innovations, learning outcome evaluation, interactions with staff, on-time paperwork, and reference to the previous self-evaluation if any.
- 7.5.3** Selection of peer evaluators shall be made from the ranks of regular and contract faculty.
 - 7.5.3.1** Regular or contract faculty members who are required to complete more than one adjunct evaluation per semester will be compensated at \$250 per completed evaluation.
 - 7.5.3.2** Payment of stipends will be made twice a year in January and June.
 - 7.5.3.3** Regular or contract faculty members performing peer evaluations at a site other than the main campus shall receive mileage reimbursement at the maximum allowable Internal Revenue Service rate.
- 7.5.4** An administrative evaluation may be conducted if either the peer or student evaluations indicate weak performance. The administrative evaluation shall include at least one classroom observation and shall contain suggestions for improvement of instruction as well as proactive assistance that the District will provide to improve performance.
- 7.5.5** At the conclusion of the evaluation procedure the completed evaluation documents shall be reviewed by the Dean, the appropriate Vice President and the peer evaluator. They will then be submitted for inclusion in the personnel file.

ARTICLE 8

PERSONNEL FILES

8.1 Every academic employee shall have the right, during regular business hours of the District, to inspect any employment record retained in the personnel files of the District that may serve as a basis for affecting the status of the employee's academic employment. For the purposes of this article, an employment record is any record that:

8.1.1 Pertains directly to the employment relationship between the academic employee and the District;

8.1.2 is retained in the personnel files of the District; and,

8.1.3 is accessible by the employee's name or other means of individual identification such as social security number.

Information from the employment records of an academic employee shall not be released without the consent of the academic employee unless the release is compelled by law or by a judicial order or lawfully issued subpoena. Nothing in this section shall be construed as prohibiting inspection of employment records by officials of the District or of the State who have legitimate business interests that justify the inspection. All written material that may serve as a basis for an academic employee's suspension, dismissal or reprimand shall be kept in the employee's personnel file.

Employee personnel files shall be kept in the central administrative office of the District.

8.2 Notwithstanding anything in Section 8.1 to the contrary, the District may retain all pre-employment material as confidential. For the purposes of this section, pre-employment material means all material obtained or prepared before the employment of the person involved, or while the employee was an applicant or candidate for another position. Such material includes, but is not limited to, confidential letters of recommendation, notes of pre-employment interviews, and the like.

8.3 No anonymous material shall become a part of the academic employee's employment records without the consent of the academic employee.

8.4 Whenever new material is added to an academic employee's personnel file, the employee shall be notified in writing and provided a copy. All material placed in an employee's personnel file shall be dated and signed by the person who authored the material.

8.5 If an academic employee believes that any employment record or any portion thereof is not accurate, relevant, timely, or complete, the academic employee may request correction of the record or deletion of the offending portion, or both. Such a request shall be in writing and shall include a statement of the corrections and deletions that the employee believes are necessary and the reasons therefore. The request shall become part of the academic employee's employment record unless the request is granted, in which case it shall become a part of the employee's record at the employee's option.

8.6 Within ten (10) working days of receipt of the written request pursuant to section 8.5, unless mutually agreed otherwise, the Superintendent/President of the college shall either accede to or deny the academic employee's request. If the request is denied, the President shall state the reasons for the denial in writing and that shall become part of the academic employee's employment record.

8.7 In addition to the right to request correction or deletion of a record as provided in Section 8.5 each academic employee shall have the right to include a relevant response to any negative material in his or her personnel file.

ARTICLE 9

WORKLOAD AND HOURS

- 9.1** The workload of contract and regular faculty shall be 175 working days for each academic year. The 175 days is inclusive of flex days.
- 9.1.1** The academic year means the period of time from the beginning of the Fall semester to the end of the Spring semester, excluding any intersession or breaks.
- 9.1.2** Contract and regular faculty working more than 175 days shall schedule the additional days by mutual agreement between the supervisor and the employee.
- 9.2** Seven (7) flex development days will be scheduled for the academic year. One flex day is defined as a minimum of 2.5 hours. Such flex days will be planned and coordinated by the Flex Committee. Dates for institutional flex days will be published prior to the beginning of the academic year. All academic employees must attend the three required institutionally scheduled flex days for 2007-08. The remaining flex days may be done either on-campus or off-campus, pending approval by the Flex Committee for the proposed activity. The parties; however, retain the right to negotiate modifications to this number in future contracts.
- 9.3 Teaching Load**
- 9.3.1** Workload schedules will be computed and determined in a manner consistent with past practice.
- 9.3.2** Instructional full-time faculty load will be 14-15 lecture hour equivalents per semester (28-30 per year).
- 9.3.3** The workload of non-classroom faculty shall be defined as thirty-five (35) hours per week with reasonable reassigned time being given for committee work. The appropriate supervisor shall approve schedules.
- 9.3.4** Individual instructors will be paid for all full overload classes carried in excess of 30 LHE's at the applicable adjunct hourly rate.
- 9.3.5** The payment schedule for partial overload assignments, compensated at the hourly rate, shall be as follows:
- 9.3.5.1** Partial overload assignments for fall semester not used to complete the contract load for spring semester will be paid by the end of February.
- 9.3.5.2** Partial overload assignments for spring semester will be paid by the end of May.
- 9.3.6** Faculty on partial contracts will be paid at the applicable hourly rate for any assignment in excess of the percentage of his/her contract.
- 9.3.7** Load shall be computed according the following load factors:
- 9.3.7.1** Lecture: Instruction which consists primarily of discussion by the instructor = 1.0 LHE per teaching hour.

9.3.7.2 Lec/Lab: Educational activity which contains substantial elements of both lecture as well as individual activities supervised by the instructor = 0.85 LHE per teaching hour.

9.3.7.3 Lab/Studio/Activity Courses: An educational activity under the immediate supervision of the instructor in a laboratory, computer-laboratory, studio, shop or other activity setting with students engaged in various scientific, technical, artistic, athletic, vocational, or other instructional activities = .7 LHE per teaching hour.

9.3.7.4 Other: All other courses and activities including but not limited to open entry and non-credit. = 0.5 LHE per teaching hour.

9.4 Special Circumstances

9.4.1 Team Teaching

9.4.1.1 Two instructors always present: LHE = .75 of assigned LHE each.

9.4.1.2 A total of no more than 1.5 normal LHE will be assigned a team-taught class regardless of the number of instructors.

9.4.2 Serial Teaching

One instructor assigned to be present. LHE prorated according to time spent instructing.

9.4.3 Guest Lecturers

When a contract instructor lectures in another instructor's class, it is as part of the professional obligation to the College and without additional compensation. Guest lecturers who are not paid must complete a Volunteer Form to be approved by the area administrator. Guest lecturers who are to receive a stipend must be approved by the Instruction Office before the start of the semester.

9.5 A contract hour (lecture, lecture/lab, or activity) is defined as fifty (50) clock minutes.

9.6 A load book containing the LHE for each course shall be established and kept current. Periodic modification of the load book shall be permitted and the Association shall be informed in writing of any changes. Any modification of load factors during the term of this agreement shall adhere to the load factors set forth in section 9.3.7. Disputes involving any changes in workload, hours of employment or other terms and conditions directly related to the load book shall be processed as grievances.

9.7 Non-instructional faculty workload shall consist of one of the following:

175 days-- Academic Year Assignment
195 days – Head Football Coach/Athletic Trainer
215 days – 11-Month Assignment
245 days – 12-month Assignment

9.7.1 Non-instructional employees working more than 175 days shall schedule the additional days by mutual agreement between the supervisor and the non-instructional employee.

9.8 Saturday and Yreka Class Assignments

Assignments to Saturday classes and Yreka classes shall be made based on the following procedures:

9.8.1 Normally volunteers shall be given first priority to assignments. Volunteers denied an assignment shall be given the reasons in writing.

9.8.2 In the event there are no volunteers, and to the extent practical, assignments may be made on a rotational basis each semester amongst staff who possess the appropriate minimum qualifications.

9.8.3 A unit member shall not be assigned a regular schedule of duties for more than five days in any one week unless agreed upon mutually by the unit member and supervisor

- 9.9** Effective July 1, 2008, workload for work experience faculty shall be paid at \$100 per enrolled student per semester.
- 9.10** Independent Study courses shall be voluntary on behalf of the individual instructor and non-compensated.
- 9.11** Full-time faculty shall schedule and maintain at least five (5) office hours per week each semester. For faculty with less than 100% load, the number of office hours shall be prorated according to their percent of a full-time load.
- 9.11.1** An office hour will be a minimum of fifty (50) minutes
 - 9.11.2** Office hours will be scheduled such that every student has access to an office hour on one of the days the class is scheduled.
 - 9.11.3** Office hours shall be scheduled at the discretion of the instructor and with the approval of the immediate supervisor (Dean or Vice President) to maximize the student's opportunity to utilize office hours.
 - 9.11.4** Office hours may not be scheduled during the designated College Hour
 - 9.11.5** Office hours will be maintained every day during finals week, exceptions to be approved by the appropriate Dean or Vice President. The actual hours during finals week may be different than those scheduled during the semester.
 - 9.11.6** Faculty members shall post their class and office hour schedule on or adjacent to the faculty office door within the first week of each semester
 - 9.11.7** The District will post schedules to the website.
- 9.12** Faculty shall participate on college committees and other professional assignments and these activities will be documented as part of the evaluation process.
- 9.13** Each academic employee shall meet, on time and regularly, all of his or her assigned duties. These duties include but are not limited to teaching, counseling, lab assignments, committee assignments, and submission of grades, progress reports and census sheets.
- 9.14** The District retains the right to assign academic employees in a manner which provides for the efficient operation of the District's educational program. Such assignments shall not be made in an arbitrary, capricious or discriminatory manner.
- 9.15** Release time will be granted to faculty filling the following positions.
Academic Senate President – 40% (6 LHE per semester)
Curriculum Committee Chair – 20% (3LHE per semester)

ARTICLE 10

SABBATICAL LEAVES

10.1 Sabbatical Leave

10.1.1 Purpose - The District may grant Professional Development/Sabbatical Leaves that will benefit the College and the students of the District. It is the intent of the District to grant these Sabbatical Leaves if eligibility criteria are met. The purposes for which Professional Development/Sabbatical Leave may be granted are as follows:

10.1.1.1 Scholarly or creative endeavors in the discipline being taught.

10.1.1.2 Improvement of skills in the discipline being taught.

10.1.1.3 Improvement of teaching skills.

10.1.1.4 Development of programs and curriculum.

10.1.1.5 Sabbatical leaves may be invoked for retraining by mutual consent of the District and the Association. (This purpose shall receive highest priority when a program/discipline downsizing/ reduction is planned)

10.1.2 Criteria:

10.1.2.1 The proposed sabbatical must significantly relate to the college mission, the bargaining Unit Member's assignment and should improve professional competence.

10.1.2.2 Applications for sabbatical leave will be evaluated on improvement to instructional programs, appropriateness to community college education, contribution to the College's educational programs and intellectual renewal.

10.1.3 Application Procedure

10.1.3.1 Notice of Intention - Eligible bargaining Unit Members shall submit to the appropriate Vice President and the appropriate third level administrator a notice of intention to apply for Professional Development/Sabbatical Leave prior to October 1 of the academic year prior to the year for which leave is requested.

10.1.3.2 A proposed plan for the Professional Development/Sabbatical Leave shall be submitted in writing to the Vice President for Instruction and the appropriate administrator no later than November 15 of the academic year prior to the year for which the leave is requested using the appropriate form(s) and prescribed format. The plan shall provide sufficient information for the evaluation pursuant to Section 10.1.1 (Purpose), 10.1.2 (Criteria), and 10.1.6 (Professional Development Categories).

10.1.3.3 At least twenty (20) calendar days prior to the November 15 deadline, the applicant must meet with the Dean or appropriate administrator to discuss the proposal. The Dean or appropriate administrator must attach to the proposal their recommendations that must state how the proposal meets, or fails to meet, the criteria listed in 10.1 herein.

10.1.4 Sabbatical Leave Review Committee

10.1.4.1 Composition - The Sabbatical Leave Review Committee shall consist of the Academic Senate President (Committee Chairperson), two (2) Academic Senate Members named by the Academic Senate, and two (2) Administrators named by the Vice President of Instruction. No applicant shall be a Member of the committee.

10.1.4.2 Committee Procedures

- 10.1.4.2.1** The Committee's first meeting shall be held before December 1 of each year. At least one (1) week prior to the Committee's first meeting, the Committee shall receive from the Instruction Office a statement as to the costs and effect on programs of each application.
- 10.1.4.2.2** The purpose of the first meeting shall be: (a) To review leave reports from the previous year, including any recommendations from the Superintendent/ President concerning those reports. (b) To review Professional Development/ Sabbatical Leave policy, as well as the Board's procedures. (c) To review the eligibility list. (d) To approve the applications as to form, content, adherence to Purpose (Section 10.1.1); Criteria (Section 10.1.2); and Professional Development Categories (Section 10.1.6).
- 10.1.4.2.3** If the application is not approved for reasons specified under 10.1.4.2.2, the Committee shall return it to the applicant with specific directions. Applications must be resubmitted within one (1) week of the date of notification. Failure to resubmit an application shall be grounds for denial of leave.
- 10.1.4.2.4** A second committee meeting shall be held within two weeks of the first meeting. The purpose of the second meeting shall be:
(a) To consider leave projects that have been resubmitted.
(b) To review matters related to District requirements and to act on any of these matters left unresolved after consultation with the affected programs.
- 10.1.4.2.5** Before the close of the Fall semester, the Chairperson of the Sabbatical Leave Review Board shall convene a meeting of the Chairperson, one of the Senate representatives, and the Vice President of Instruction. They will certify the final leave list and notify all applicants. Should the financing formula or the District's requirements, outlined in 10.1.2, require any leave postponements, a priority list will be created according to first, those not funded the previous year; second, college seniority; and finally, by lot. The Chairperson will notify those persons of such postponements. Should leave withdrawals or other circumstances later affect the status of applicants whose leaves have been postponed on account of the restriction outlined in this Article, the Vice President of Instruction will notify them at the earliest possible time.
- 10.1.4.2.6 Administrative Review** - The Vice President of Instruction shall submit recommendations along with the Committee's recommendations to the Superintendent/ President. The Superintendent/President shall review the recommendations and forward the applications to the Governing Board with such recommendations as believed to be in keeping with the educational and financial needs of the District. If the recommendations of the Superintendent/President differ from those of the Sabbatical Leave Review Committee, the Superintendent/President shall meet with the Chair of the Sabbatical Leave Review Committee prior to the January Board meeting to explain the reasons for the changes.

- 10.1.4.2.7 Approval by Governing Board** - The Governing Board shall act on the recommendations at the January Board meeting. Approval of the Professional Development/Sabbatical Leave applications shall be at the sole discretion of the Governing Board.
- 10.1.4.2.8 Notification** - The Superintendent/President shall notify the applicant in writing as soon as the Governing Board has acted on the proposal. If the Governing Board rejects the applicant's request, the applicant shall be informed in writing and shall be informed of the reasons for rejection of the application.
- 10.1.4.2.9** The eligibility list shall be certified by the Chairperson and distributed by Human Resources to the faculty prior to May 15 each year and each Unit Member shall be included on the list with an eligibility status.

10.1.5 Eligibility

- 10.1.5.1** Preceding the granting of the leave, the applicant must have completed six (6) years of continuous faculty service in the District. A year of service is defined as a contract for more than sixty percent (60%) of the academic semester requirement.
- 10.1.5.2** The continuous twelve (12) semester requirement contained in 10.1.5.1 may be waived, by mutual consent of the District and the Association, where reduction/downsizing is imminent, and the need for immediate retraining exists.
- 10.1.5.3** Leave of absence for other purposes shall not be deemed a break in the continuity of service, nor shall the period of such absence count toward the years of service requirement.
- 10.1.5.4** Service under a nationally recognized fellowship or foundation approved by the State Board of Education, or a teacher exchange, for a period of not more than one year, for research, teaching, or lecturing, shall not be deemed a break in the continuity of service, and the period of absence shall be included in computing the years of service required.

10.1.6 Professional Development Categories

- 10.1.6.1 Study in residence** at an accredited university or college. Proposed course work shall be planned to achieve specific objectives.
- 10.1.6.2 A special project or original research** problem planned with specific objectives.
- 10.1.6.3 Work experience** program to study in schools maintained by a business or industry for craftspeople or technical workers to obtain work experience in the vocational field in which the employee works. Ideally, the specific school or job offer shall be submitted with the proposed plan, but may be submitted before the beginning of the leave.
- 10.1.6.4 Travel** - Employees on Professional Development/Sabbatical Leave for travel shall remain in travel status for the majority of the days of each semester of leave granted. Applicants shall submit a detailed statement of the proposed itinerary demonstrating specific objectives related to the area of the institutional assignment.

10.1.6.5 Curriculum Planning - A Professional Development/Sabbatical Leave for curriculum planning may be granted after the applicant has submitted a proposal demonstrating the need for revision of existing courses or development of new courses. Leaves granted in connection with curriculum planning may include non-paid part-time teaching if that teaching is integral to the proposed curriculum development.

10.1.6.6 Other - A program may be designed to meet multiple objectives such as study, research or special project, work experience, travel and/or curriculum planning. An applicant shall submit specific objectives and relationship with the institutional assignment.

10.1.7 Revisions of Approved Professional Development Leave - The approval of the Vice President of Instruction and notification of the Chair of the Sabbatical Leave Review Board is required for any revision of an approved Professional Development/Sabbatical Leave Plan.

10.1.8 Compensation

10.1.8.1 The method of payment shall follow the regular payroll procedure with compensation based on the salary schedule in effect during the period of the leave. Compensation shall be calculated on the individual bargaining Unit Member's placement on the Academic Salary Schedule for the year the leave is taken (step and column) and doctoral stipend, if any. All other stipends and/or special salary considerations are specifically excluded.

10.1.8.2 If the bargaining Unit Member has been on less than a full-time contract for the previous academic year, the Professional Development/Sabbatical Leave salary shall be calculated on the basis of the applicant's contract for the majority of the six (6) years prior to sabbatical.

10.1.8.3 Bargaining Unit Members on Professional Development/Sabbatical Leave shall not be compensated for any instruction they may perform at the College during the term of their Professional Development/ Sabbatical Leave.

10.1.8.4 Bargaining Unit Members on Professional Development/Sabbatical Leave shall be compensated according to the following schedule: The percentages shown indicate the percentage of the full year's salary and benefits that shall be paid to the applicant during the leave year, whether the leave is for a full year or for one semester.

| | | |
|-------------------------------|---------------|----------------|
| After six years of service: | Full year 60% | Half year 80% |
| After seven years of service: | Full year 65% | Half year 90% |
| After eight years of service: | Full year 70% | Half year 100% |

10.1.9 Commitment Following Sabbatical

10.1.9.1 As a condition of the award of a sabbatical leave, the employee will agree to continued employment with the District for a period which is equal to twice the length of the leave. An employee who terminates employment during this period following a paid sabbatical leave will reimburse the District any salary earned during the professional development/sabbatical leave.

10.1.10 Withdrawal, Postponement and 'Passing' Leaves

10.1.10.1 In the event that a leave is postponed for administrative reasons such as those described in 10.1.4.2.5, or for any other reason beyond the practical control of the applicant, the leave entitlement will advance normally for the following year, unless the

applicant is already at the highest step. The applicant will remain at that step until the leave is granted, or until the applicant passes and returns to the regular cycle.

- 10.1.10.2** Unit Members who have had their sabbatical leave plan approved and had their leave postponed for administrative reasons (10.1.4.2.5), shall submit the proposal or an updated proposal for the following year. Approval by the Committee of the Unit Member's postponed plan shall be automatic. Any revisions to the plan will be processed as in 10.1.7.
- 10.1.10.3** A Bargaining Unit Member who reaches the eighth (8) year leave step and passes the leave shall revert to the sixth (6) year stipend schedule, and shall rise again through the steps, continuing to rise and fall until the leave is finally taken. The Bargaining Unit Member may petition the Sabbatical Leave Committee for a one-year waiver during the eighth year leave step if they have previously submitted and intent to take a sabbatical.
- 10.1.11 Reports** - Upon completion of a Professional Development/Sabbatical Leave, a bargaining Unit Member shall submit a written report to the Vice President of Instruction prior the sixth week of the semester of the year of return from leave. The report shall include the original proposal with any approved changes and shall be signed by the Unit Member's Dean or appropriate administrator. If the purpose of the leave was academic study, official transcripts shall be included. On recommendation of the Vice President of Instruction, the Sabbatical Leave Review Committee shall meet, review, and evaluate Professional Development/Sabbatical Leave reports. In the event that a report is found to be unsatisfactory, it will be returned for revisions. If the revision does not satisfy the Committee's objections, it may deny or defer eligibility for future leaves. Following approval of the final submission, the report will be forwarded to the Board of Trustees for review.

10.2 Unpaid Sabbatical Leave

The Board of Trustees may provide unpaid sabbatical leaves for academic employees to encourage intellectual renewal to be attained by study, research, or other creative activity for the purpose of improving instruction. A complete sabbatical leave proposal must be submitted to the Vice President of Instruction and reviewed by the Sabbatical Leave Committee prior to review by the Board of Trustees. Such a proposal may be done outside the regular sabbatical leave timeline.

ARTICLE 11

SAFETY

- 11.1 The District and all unit members will work together to maintain a safe and healthy work environment.
- 11.2 Unit members shall report in writing perceived unsafe conditions to the Administrative Services Office.
- 11.3 Unit members shall immediately report any accident which involves person or property.
- 11.4 Safety equipment which is required by the District shall be provided at District expense.
- 11.5 Unit members shall follow safe operating procedures in operating or using equipment. Employees using equipment to perform work for the District shall not modify safety features which are a part of the equipment.
- 11.6 No unit member shall be discriminated against as a result of reporting an unsafe condition.

ARTICLE 12

TRAVEL EXPENSES

- 12.1** If a contract and/or regular faculty member is required to provide services at more than one site during the day, the District shall reimburse the faculty member for mileage from one campus or site to another incurred as a result of the requirement but will not reimburse the faculty member from home to the first assignment of the day, nor for any mileage after the last assignment of the day unless the mileage from the last assignment to the faculty member's home is greater than the mileage from the faculty member's principal work site to his or her home, in which case, the faculty member shall receive reimbursement for the difference.
- 12.2** The mileage reimbursement rate shall be adjusted each July 1 during the life of the contract to equal the current rate allowed by IRS for tax purposes.

ARTICLE 13

LEAVES

- 13.1** Transfer of Leave: A unit member who has been employed for a period of one calendar year or more as an academic employee by another public California school district and who accepts employment with College of the Siskiyous within one (1) year of termination with the former district, may have transferred all illness absence credit (sick leave) accumulated with the former district, unless the service in the former district was terminated for cause.
- 13.2 Calculation of Leave -- Usage:** Deductions will be made proportionate to assignments, in one-quarter-day increments, regardless of how many hours were actually involved. For example, if a faculty member misses an entire day's assignment, he/she will be charged one full day. If a faculty member misses one half of an entire day's assignment, the deduction will be one-half day.
- 13.3 Sick Leave:** Each faculty member of the District shall be granted ten days of accident or sick leave for each year of full-time employment by the District.
- 13.3.1** Any faculty member who has been an employee of a California school district for a period of one school year or more and who accepts an academic position with the Siskiyou Joint Community College District at any time within the succeeding school year in which the previous employment is terminated shall be credited with unused accumulated sick leave acquired at his/her previous district of employment. The amount of accumulated sick leave must be verified by the previous district within one year of initial employment.
- 13.3.2 Sick Leave for Adjunct Faculty:** Adjunct faculty sick leave accrual for a full semester class is based on the number of hours the class meets per week (i.e., an instructor teaching a 3-hour per week class would earn 3 hours of sick leave for that class). Adjunct instructors who teach less than full semester class will earn their sick leave in a proportionate basis.
- 13.3.3 Sick leave reporting:** Absence will be reported by the faculty/adjunct faculty member each day to the appropriate administrator one hour prior to the beginning of the first class session or usual reporting time except in an emergency. District procedures identify the methods of notification.
- 13.3.3.1** The faculty/adjunct faculty member will keep his/her administrator informed as to when he/she expects to return.
- 13.3.3.2** When reasonably required by the District, faculty/associate faculty members will provide a physician's release to return to work or will provide reasonable verification of the reasons for any absence of more than one day.
- 13.4 Industrial Accident or Illness leave:** Faculty members will be entitled to industrial accident leave according to the provision in Education Code Section 87787 for personal injury which has qualified for Worker's Compensation under the provisions of the State Compensation Insurance Fund. A faculty member sustaining an industrial accident or illness who is unable to return to work shall be eligible to receive his/her regular paycheck under the Industrial Accident or Illness Leave for up to 60 working days. The following regulations shall apply:
- 13.4.1** Allowable leave shall be for 60 days during which the schools of the District are required to be in session or when the faculty member would otherwise have been performing work for District in any one fiscal year for the same industrial accident.
- 13.4.2** Allowable leave shall not be accumulated from year to year.

- 13.4.3** Industrial accident or illness leave shall commence on the first day of absence.
- 13.4.4** Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
- 13.4.5** When an industrial accident or illness leave overlaps into the next fiscal year, the faculty member shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- 13.4.6** Upon termination of the industrial accident or injury leave, the faculty member shall be entitled to the benefits provided in Education Code Sections 87780, 87781, and 87786, and for the purpose of each of these sections, his/her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the faculty member continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary.
- 13.4.7** During any paid leave of absence, the faculty member shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the faculty member appropriate salary warrants for payment of the faculty member's salary and shall deduct normal retirement and other authorized contributions.
- 13.4.8** Any faculty 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 of Trustees or designee authorizes travel outside the state.
- 13.5 Bereavement Leave:** A unit member shall be granted necessary leave of absence not to exceed three (3) days, or five (5) days if travel is in excess of a three hundred (300) mile radius from the unit member's primary worksite, on account of the death of any member of his/her immediate family. No deduction shall be made from the salary of such bargaining unit member nor shall such leave be deducted from leave granted by other Education Code, Articles of the Agreement, or provided by the Governing Board of the District.
- 13.5.1** For purposes of this Article, "immediate family" means the mother, father, grandmother, grandfather, or a grandchild of the employee, the spouse, or the domestic partner of the employee, and the spouse or domestic partner, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, child, step-parents, step-children, step-brother, step-sister, brother-in-law, sister-in-law, of the employee or of the spouse or the domestic partner of the employee, or any person living in the immediate household of the employee, spouse or domestic partner.
- 13.5.2 Adjunct Faculty:** Absence due to death in the immediate family as described in Section 13.5 and 13.5.1 shall be granted without loss of pay for up to three consecutive calendar days.
- 13.6 Jury Duty:** Faculty members called for jury duty or to serve as a witness when subpoenaed shall receive their regular salary during the required period of absence from duty, less such remuneration (excluding mileage) as they shall receive for their service.
- 13.7 Family and Medical Leave:** Family leave will be provided to faculty members who have one year of continuous full-time service during the previous twelve months, in accordance with established law.
- 13.8 Personal Necessity Leave:** Faculty members may use up to six (6) days of personal necessity to be used as follows and charged to available sick leave:
- 13.8.1** Death or serious illness of immediate family member as defined in 13.5.1.

- 13.8.2 Accident, involving person or property of a member of immediate family as defined in 13.5.1.
 - 13.8.3 Court Appearance as party or non-subpoenaed witness.
 - 13.8.4 Other – Must include written explanation.
- 13.9 Extended Leave:** When an academic employee is absent for more than his or her annual sick leave entitlement (10 days) because of illness or accident, the next five contract months shall be paid in the following manner:
- 13.9.1 First, the accumulated sick leave entitlement carried over from the previous school year shall be applied. The academic employee shall receive full salary compensation for these days of absence.
 - 13.9.2 Second, the balance of the five months the academic employee is absent from duty shall be compensated for at a rate which is the difference between what the employee would have received during the period of absence, and that which would have been paid to substitute in accordance with the District salary schedule for part-time and temporary employees.
- 13.10 Military Leave:** Academic employees who enter the military service of the United States in California are entitled to unpaid military leave.
- 13.10.1 **Continuity:** Such absence does not affect classification and does not constitute a break in service. However, this absence does not count as part of the probationary period required as a condition precedent to classification as a permanent employee.
- 13.11 Catastrophic Leave:** Catastrophic Leave is a paid leave of absence due to a catastrophic illness or injury of the employee or the employee's spouse, parent, or child.
- 13.11.1 Catastrophic illness or injury is defined as a life threatening, verifiable, long-term illness or injury such as, but not limited to, cancer or heart attack which clearly disables an individual.
 - 13.11.2 Employees who have successfully completed one (1) year in paid status and have exhausted all accrued sick leave, vacation leave, and compensatory time shall be eligible for Catastrophic Leave.
 - 13.11.3 Requests for catastrophic leave must be made by or on behalf of the employee in writing to the Human Resources Office. The appropriate senior administrator will approve or deny the request.
 - 13.11.4 Requests for catastrophic donations shall be made by the Director of Human Resources through a district-wide notice.
 - 13.11.5 Employees may donate accrued vacation, compensatory leave, or sick leave in increments of whole hours, to a specific eligible employee. Donations of leave are irrevocable and will remain confidential.
 - 13.11.6 Employees must have a vacation leave balance of at least 1 week's accumulated vacation leave, prorated for less than full-time employees, after donating vacation leave. Employees must have a sick leave balance of at least 1 year's accumulated sick leave, prorated for less than full-time employees, after donating sick leave. Employees may donate all of their accrued compensatory time.
 - 13.11.7 Catastrophic Leave may initially be approved up to a maximum of one hundred seventy-five donated hours, or equal to one month of employee's current assignment; whichever is less. If the catastrophic illness or injury continues, an additional one hundred seventy-five hours, or equal to one month of the employee's current assignment, whichever is less, may be approved.

13.11.8 All employee leave balances for the donation and use of Catastrophic Leave will be adjusted. All time donated shall be credited on an hour-for-hour basis regardless of pay differentials between donating employee and recipient.

13.11.9 Catastrophic Leave shall not be used in conjunction with Workers' Compensation Leave.

13.11.10 While an employee is on Catastrophic Leave, using donated hours, the employee shall not accrue any vacation or sick leave.

13.11.11 In the event that any donated catastrophic leave time remains unused, that time shall be placed into
a catastrophic leave bank, which shall be made available to other qualified employees pursuant to the terms of this Article.

13.12 Abuses: Misuse of any leave shall be considered a serious infraction of Board rules subject of the Board's power to discipline employees up to and including discharge (Ed Code Sections 87764, 87780-82)

ARTICLE 14

NON DISCRIMINATION

- 14.1** All rights guaranteed bargaining unit members regarding nondiscrimination under all codes and laws whether local, state, or federal, shall be guaranteed under this contract.

ARTICLE 15

SAVINGS

- 15.1** If any provision of this Agreement or any application of this Agreement to any unit member or group of unit members is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall be deemed valid except to the extent prohibited by law; but all other provisions or applications shall continue in full force and effect.
- 15.2** The parties may, upon mutual agreement re-negotiate the provision found contrary to law.

ARTICLE 16

NEGOTIATIONS PROCEDURE

- 16.1** The District will sunshine their initial proposal within 30 days of the adoption of the District's budget.
- 16.2** The Association proposal must be submitted at least 10 (ten) working days before the Board agenda is prepared for distribution. The District shall sunshine the Association proposal at the next Board meeting and give all proper public notice. Bargaining shall not begin until the sunshining process has been completed.

ARTICLE 17

HEALTH AND WELFARE BENEFITS

17.1 General

All insurance programs (medical/dental/vision) are subject to carrier requirements for eligibility enrollment and processing of claims. It is agreed that any insurance provided is subject to the following:

- 17.1.1 Regular and contract employees employed for 50 percent or more of a full-time load shall receive District-assisted health and welfare benefits as follows: medical, dental and vision coverage for the employee and qualified dependents. For employees who are currently enrolled in the District health plans, coverage will continue even though their assignment may be less than 50 percent of a full work load.
 - 17.1.1.1 Regular employees employed less than half time are excluded from coverage.
 - 17.1.1.2 Temporary teaching assignments which cause an employee's work assignment to exceed 50 percent are not eligible for participation in the health and welfare benefits.
- 17.1.2. Insurance coverage is effective the first day of the month following employment.
- 17.1.3. The District shall not change the carrier/provider prior to a meeting with the Insurance Negotiations Committee.

17.2 General Parameters Insurance Cap

The District provides a maximum dollar amount (cap) per month to assist in the payment of medical/dental/vision insurance for the employee and qualified dependents. The cap amount shall be negotiated annually. The Insurance Negotiations Committee shall meet by February 10th of each year to begin discussion regarding the cap for the upcoming fiscal year. If an agreement is not reached by July 1, the cap amount for the previous year will remain in place until an agreement is reached.

- 17.2.1. The cap shall not include the unfunded retiree liability amount that is set aside for every life covered under the medical insurance plan.
- 17.2.2. Health and welfare costs that exceed the negotiated cap amount will be shared equally by the District and those covered by the benefits (50% covered lives (active employees and board members)/50% District).
- 17.2.3 Effective July 1, 2007, the maximum District contribution (the "cap") for such insurance benefits shall be \$958.33 per month (\$11,500 annually) per qualified employee. The maximum contribution stated above is a "cap" and in no way obligates the District, in the event of a reduction in the cost of the benefit or any other mutually agreed change in benefit, to refund or otherwise credit employees with any difference in cost.

17.3 Active Employee Contribution Above the Cap

Active employee contributions above the cap for active employees shall be based on a percent of the gross salary as of July 1 for the employee's permanent position. Overload, adjunct salary or additional stipend amounts shall not be included.

17.3.1 2007-08 Fiscal Year: The employee contribution for active employees for the 2007-08 fiscal year will be 3% of the employee's gross annual salary. **2008-09 Fiscal Year:** The employee contribution for the 2008-09 fiscal year will be 1% of the employees gross annual salary.

If there are years that an agreement on the employee contribution percentage is not ratified in time to include an adjustment in the employee's contribution in the July payroll, employees will be required to continue paying the current employee contribution percentage of their gross annual salary. Once a new employee contribution rate is established, that amount will be distributed over the remaining months in the fiscal year.

17.3.2 The District will offer unit members an IRS 125 plan as a vehicle for facilitating a pre-tax deduction of the employee's cap contribution.

17.3.3 Benefits Savings Fund: Employee's cap contributions which exceed the amount needed to cover claims and administrative costs for the plan year, will be set aside in a "Benefits Savings Fund" to assist with future employee costs. The Insurance Negotiations Committee will monitor and make recommendations on the use of these funds.

17.4 Continuation of Benefits

17.4.1 Bargaining unit employees on paid leave shall continue to receive insurance coverage as specified.

17.4.2 Employees in the Bargaining Unit who are assigned a work year of less than twelve (12) months shall receive insurance coverage as specified in Article 17.1 and 17.2 above during the nonworking periods of each year.

17.4.3 Bargaining unit employees on unpaid leave extending beyond thirty (30) calendar days shall receive insurance coverage as specified.

17.4.4 Fringe benefits shall terminate upon resignation or termination of employment of any Bargaining Unit employee. Termination date is the last day of the month in which the resignation was effective.

17.5 Medical Benefits – Retired Employees

For employees hired before July 1, 1992, the district will provide at District expense medical coverage as provided herein for any retiree who meets the following conditions:

17.5.1 Retirees with 20 or more years of service to the District shall receive paid medical insurance from the date of retirement for the remainder of their lives.

17.5.2 Retirees with at least 10 years of service and less than 20 years of service to the District shall receive paid medical insurance from the date of retirement until the retiree reaches age 65.

17.6 Insurance Negotiations Committee

The Insurance Negotiations Committee shall continue to study health and welfare benefits cost containment and recommend ways to insure that the needs of both employees and the District are well served. The Committee membership shall include the faculty union's negotiating team, the classified union's negotiating team, representatives from the non-union classified employees, and members of the District negotiating team. The Committee shall be chaired by the Superintendent/President and shall meet at least quarterly.

The District shall provide an annual report on insurance accounts to the Insurance Negotiations Committee.

17.6.1 Any reports of a non-confidential nature concerning self-funded insurance given to the Board of Trustees shall be shared with the Insurance Negotiations Committee.

17.7 Unfunded Retiree Liability

The amount the District sets aside for unfunded liability shall be accounted for and clearly delineated in the District's budget.

ARTICLE 18
COMPENSATION

18.1 Salaries

18.1.1 Effective July 1, 2008: The Salary schedule which was in effect during the 2007-08 school year for contract and regular faculty (Appendix B) shall be revised to increase the doctoral stipend to \$1,800 and to add three anniversary increment steps to Columns IV and V.

18.1.2 The salary schedule which was in effect during the 2007-2008 school year for adjunct faculty (Appendix C) will remain unchanged.

18.2 The following principles shall be considered in negotiations.

18.2.1 Even when additional funds are not available to reward the faculty monetarily, the Board, Administration and Association acknowledge the good work done by an excellent faculty.

18.2.2 The Board and Association agree that the unfunded liability may affect the amount of money available for compensation

18.2.3 Criteria for salary adjustments must remain flexible from negotiation to negotiation to allow for cyclical or extraordinary events, which affect our funds.

18.2.4 Growth in enrollments will be considered in determining salary increases.

18.2.5 Salary comparisons will be made at the following steps: MA initial, Highest Non-Dr. without special increments, Highest Non Dr., Highest possible.

18.2.6 The parties agree to use the Chancellor's Office data to obtain workload measures. One of the measures can be WSCH.

18.2.7 These criteria will be studied to determine the salary schedule adjustment for the next three-year contract, but the criteria may change in negotiating future contracts. Nothing in this section shall preclude the customary re-opener process each year.

18.2.8 Benefits will be considered a part of the compensation package.

18.2.9 Recognizing that benefits are a significant cost to the District the Association agrees to work closely with other constituent groups and the District to decrease the overall benefit costs.

18.3 Adjunct faculty who are not contract or regular faculty, and who teach at least 40 percent but less than 60 percent may apply for one office hour per week during each semester they teach during the academic year. Compensation shall be based on the hourly non-lecture rate of each faculty member's placement on the salary schedule.

If the eligible adjunct faculty member elects to participate in the office hour program he/she shall schedule the hours so that students may reasonably avail themselves of the scheduled office hour. Accounting for payment shall be through a signed timesheet.

The office hour will not count in LHE count.

18.4 Parity Pay

For the purposes of defining parity between full-time and part-time faculty, “standard assignments” will be used. These standard assignments are not intended to alter full-time faculty obligations as currently defined.

The standard teaching assignment for full-time teaching faculty members is based on forty (40) hours per week with thirty (30) hours given to instructional load, preparation and grading (75%), five office hours (12.5%), and five (5) hours of other professional obligations (12.5%). Therefore, part-time faculty compensation parity will be 75% of the full-time faculty schedule for instructional hours based on the part-time faculty member’s placement on the salary schedule.

During the term of this agreement, the adjunct faculty salary schedule shall be adjusted toward parity provided that the State allocates funding in the Part-Time Faculty Parity Compensation Fund. Upon receipt of the funds, the Negotiating teams to will meet to discuss adjustments to the Adjunct Faculty Salary Schedule.

In the event that the State’s Part-Time Faculty Parity Compensation Fund is unfunded or eliminated, the Adjunct Faculty salary schedule shall automatically revert to the pre-parity salary rate; however, all COLA increases will be retained.

ARTICLE 19

USE OF COPYRIGHT MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

- 19.1** The District and the Association agree that Board Policy No. 1.13 (adopted on 4/13/99) shall become a provision of this agreement with the following modifications.
- 19.2** Employees who violate copyright laws shall be subject to progressive discipline and relevant provisions of the Education Code. At a minimum faculty in violation of copyright laws shall be warned verbally for the first offense, warned in writing for the second offense and for subsequent offenses be subjected to the provisions of Education Code 87732 if the district incurs actual damages. In all instances of alleged Copyright violation the provisions of Government Code Section 825 shall apply where pertinent and subject to coverage analyses.
- 19.3** Intellectual property created by a college employee within the normal confines of his/her contract and not making use of "extraordinary resources" of the district is considered the property of the employee. Materials created specifically to conduct the support services of the District (internal documents, web pages, etc) are considered district property
- (Extraordinary Resources for the purpose of this agreement shall refer to facilities, equipment and personnel that are beyond the usual and customary usage provided to the employees.)
- 19.4** If there is a reasonable determination that a particular work created by a college employee may be sold or traded commercially, the college and the employee with the concurrence of the Association may draw up a contract specifying the terms of ownership of the work(s).
- 19.5** If the college and the employee wish for any other reason to change or share ownership of a work, they, with the concurrency of the Association, shall draw up a contract specifying terms of this ownership.

ARTICLE 20

DURATION AND REOPENERS

- 20.1** This Agreement shall be effective when executed and shall continue in full force and effect until June 30, 2008.
- 20.2** For the 2007-08 year, either party may submit its initial proposal regarding re-openers for negotiations which shall be Article 18 Compensation and Article 17 Health and Welfare Benefits plus one article at the option of each party.
- 20.3** In Witness Whereof, the Association has caused this Agreement to be signed by its President and officers, and the Board has caused this Agreement to be signed by its President and its members, attested to by its Secretary.

College of the Siskiyou
Faculty Association CCA/CTA/NEA

Board of Trustees of the
Siskiyou Joint Community College District

President

Vice President/Clerk

Attest _____

APPENDIX A

APPENDIX B

COLLEGE OF THE SISKIYOU
2008-09 Faculty Salary Schedule
(Based on 175 Days)

(Adopted: 9/2/08; Effective 7/1/08)

Doctoral Stipend \$1,800

| Step | Column I | Column II | Column III | Column IV | Column V |
|-------------|-----------------|------------------|-------------------|------------------|-----------------|
| 1 | \$42,021 | \$44,121 | \$46,326 | \$48,891 | \$51,074 |
| 2 | \$43,321 | \$45,487 | \$47,763 | \$50,151 | \$52,657 |
| 3 | \$44,666 | \$46,897 | \$49,242 | \$51,704 | \$54,290 |
| 4 | \$46,049 | \$48,351 | \$50,771 | \$53,308 | \$55,973 |
| 5 | \$47,478 | \$49,850 | \$52,345 | \$54,960 | \$57,708 |
| 6 | \$48,949 | \$51,395 | \$53,967 | \$56,664 | \$59,499 |
| 7 | \$50,467 | \$52,986 | \$55,639 | \$58,420 | \$61,342 |
| 8 | \$52,030 | \$54,632 | \$57,365 | \$60,232 | \$63,245 |
| 9 | \$53,644 | \$56,324 | \$59,144 | \$62,100 | \$65,204 |
| 10 | \$55,309 | \$58,071 | \$60,979 | \$64,026 | \$67,225 |
| 11 | \$57,020 | \$59,871 | \$62,868 | \$66,010 | \$69,310 |
| 12 | | | \$64,816 | \$68,057 | \$71,460 |
| 13 | | | | \$70,165 | \$73,674 |
| 14 | | | | \$72,343 | \$75,958 |
| 17 | | | | \$74,584 | \$78,312 |
| 20 | | | | \$76,897 | \$80,741 |
| 23 | | | | \$79,281 | \$83,243 |
| 26 | | | | \$81,739 | \$85,824 |
| 29 | | | | \$84,272 | \$88,484 |

Placement For Faculty

Placement for faculty is determined by years of job-related experience (steps on the schedule) and education (columns on the schedule). New academic employees may receive credit for no more than 5 years of job-related experience which is credited on the basis of 1 year of full-time equivalent experience for 1 step on the salary schedule. (Example: Crediting a faculty member with 5 years of job-related experience would place them on Step 6 of the Faculty Salary Schedule.) All prior teaching and/or counseling experience at an accredited institution shall be credited on a pro rata basis. The number of units taught must equivalent to a full-time load to receive a full year's credit for service.

Initial column placement will be determined by educational background as follows:

Column I Minimum qualifications or the equivalent. (Equivalencies are established by the Equivalency Committee. Minimum qualifications include a valid California Community College teaching credential in the subject area.)

Column II Masters Degree in an assigned academic discipline.

Column III Masters Degree plus 20 semester units* completed subsequent to the AB.

Column IV Masters Degree plus 40 semester units*. Twenty (20) of these units must have been completed subsequent to completion of the MA.

Column V Masters Degree plus 60 semester units*. Forty (40) of these units must have been completed subsequent to completion of the MA.

Column Movement/Anniversary Increment criteria are contained in **Procedure Manual**. Units used for column movement and anniversary increment credit must be pre-approved.

Includes: Addition of Anniversary Increment Steps; Increase to Doctoral Stipend effective 7/1/08

APPENDIX C

**2008-09
ADJUNCT SALARY SCHEDULE**

| | <u>CREDIT COURSES</u> | | <u>SUMMER SESSION CREDIT COURSES</u> | |
|------------|-----------------------|----------------|--|----------------|
| | LECTURE | **OTHER | LECTURE | **OTHER |
| COLUMN I | 47 | 44 | 52 | 49 |
| COLUMN II | 49 | 46 | 54 | 51 |
| COLUMN III | 52 | 49 | 57 | 54 |
| COLUMN IV | 54 | 51 | 60 | 57 |
| COLUMN V | 57 | 54 | 63 | 60 |

**Other than lecture classes in accordance with the Load Book.

Credit Courses-Adjunct hourly rate for regular session is established from Step 5 of the Academic Salary Schedule by taking the first two digits of the salary appropriate for each column.

Adjunct hourly rate for summer session is established from Step 8 of the Academic Salary schedule by taking the first two digits of the salary appropriate for each column.

Adjunct rates are based on a class of 15 students as of the fourth week of a full semester class, or 20 percent of the way through the course. If the number of students is fewer than 15, that number divided by 15, multiplied by the appropriate hourly rate would be the salary.

Adult Education (Non-Credit) - \$28.87 per hour

APPENDIX D

OBJECTIVES FOR FACULTY EVALUATION

Professional Responsibilities

The criteria below should be adapted to each individual's job description.

- ◆ Demonstrates current knowledge of field in performance of assignment.
- ◆ Demonstrates the ability to communicate subject matter clearly, correctly and effectively.
- ◆ Demonstrates an ability to apply appropriate methods to achieve objectives in area of assignment.
- ◆ Demonstrates an ability to adjust methodologies for students/clientele with special needs and different learning styles.
- ◆ Provides clear assignments or directives to students.
- ◆ Demonstrates evidence of careful preparation in area of assignment.
- ◆ Provides evidence that the dignity of the student is respected.
- ◆ Provides proper Student Learning Outcomes (SLOs) including appropriate assessments.
- ◆ Provides for each student a current, complete course syllabus for each course taught, a copy of which will be maintained each year in the area/division office.
- ◆ Provides clear, legible and timely course grading records/clientele records and reports.
- ◆ Provides the student with information of academic progress on a regular basis throughout the semester.
- ◆ Maintains assigned regular office hours and is otherwise available to students/clientele.
- ◆ Demonstrates a willingness to participate in the college governance structure through active membership in department/area/college/committees.
- ◆ Participates in Program Review, including the assessment of program and course SLOs on an annual basis.
- ◆ Demonstrates evidence of participation in professional growth and development activities.

Professional Relationships

- ◆ Works with district staff within the organizational structure.
- ◆ Creates a classroom or workplace which is free from harassment, prejudice or bias.