ARTICLE 4.0 – WORKLOAD

4.1 BARGAINING UNIT MEMBER LOAD CALCULATION

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

The maximum load for adjunct part-time faculty shall be sixty-seven percent (67.00%).

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

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

<table>
<thead>
<tr>
<th>Hrs/Wk</th>
<th>Load Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.5</td>
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</tr>
<tr>
<td>1.0</td>
<td>6.67</td>
</tr>
<tr>
<td>1.5</td>
<td>10.00</td>
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<tr>
<td>2.0</td>
<td>13.33</td>
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<tr>
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<td>16.67</td>
</tr>
<tr>
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</tr>
<tr>
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<td>36.67</td>
</tr>
<tr>
<td>6.0</td>
<td>40.00</td>
</tr>
</tbody>
</table>

- Each weekly composition lecture hour in ENGL 190, ENGL 196, ENGL 1A, and ENGL 1AH per 18 week semester (480 annual) = 7.5% (100% ÷ 13.33 hrs/week = 7.5%) effective with the 2007-08 academic year.

- Each lab/activity hour per week per 18 week semester (720 annual) = 5.0% (100% ÷ 20 hrs/week = 5.0%)

- Each non-directed lab (nursing) hour per week per 18 week semester (720 annual) = 5.0% (100% ÷ 20 hrs/week = 5.0%)

- Each non-credit class hour per week per 18 week semester (900 annual) = 4.0% (100% ÷ 25 hrs/week = 4.0%)

- A class size factor will be applied to lecture all classes as follows:
  - For class sizes of 51-69, multiply the lecture instructional hour credit by 1.10.
  - For class sizes of 70-89, multiply the lecture instructional hour credit by 1.25.
  - For class sizes of 90 to 119, multiply the lecture-instructional hour credit by 1.40.
  - For class sizes of 120 or more, multiply the lecture-instructional hour credit by 1.55.
  - Only one large class will be allowed without the recommendation of the supervising administrator and approved by the Vice President of Instruction.
  - The large class size factor will be determined at census.
4.1.2 The number of instructional hours in each category (lecture/discussion, lab, activity, non-directed lab [nursing], and non-credit) for a given course will be obtained from the approved course outline. All instructional hours from the course outline shall be paid regardless of the number of weeks in a semester.

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 supervising administrator no later than three weeks after the census date.

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

4.2.2 When a 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 must 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/instructional hourly rate for the amount of the credit.

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

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

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

4.2.4 Effective Spring 2013, if a faculty member leaves the Faculty Association bargaining unit, or District employment, or retires, any negative load bank balance is erased and the faculty member has no obligation to compensate the District based on the negative balance. Any positive balance will be paid to the faculty member upon leaving the bargaining unit.

4.2.5 An over-load assignment is a separate, voluntary assignment requested by the faculty member in addition to the member’s assigned load that requires a separate contract. The member is compensated at the adjunct-part-time hourly rate.

4.2.6 Bargaining unit members and supervising administrators shall be responsible for determining and establishing appropriate class size by mutual consent.
4.2.6.1 The voluntary consent of the bargaining unit member shall be required to exceed established class size. Over enrollment will be facilitated by the bargaining unit member's use of over-enrollment procedures.

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

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

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

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

4.2.7.3 Within ten (10) business days of receiving the appeal the Schedule Appeal Committee shall meet to consider, discuss, and/or investigate the appeal. They will provide a written copy of their conclusions and recommendations to the appealing bargaining unit member and the supervising administrator. Unless appealed under Article 4.2.7.4, the schedule recommended by the committee shall be the schedule for the bargaining unit member in the following academic period. The decision of the committee shall be final.

4.2.7.4 If either the bargaining unit member or the supervising administrator does not accept the recommendations of the Schedule Appeal Committee, he or she may appeal the proposed schedule to the Vice President of Instruction, who shall make the final decision about the class schedule. If the Vice President of Instruction does not accept the Schedule Appeal Committee's recommendation, the Vice President will provide written justification for the necessity for the schedule.

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

If the above bargaining unit member cannot qualify for reassignment, the District will establish a program for retraining which enables such reassignment. The retraining program may be conducted through the professional growth program, or at the District's discretion, through the utilization of the special sabbatical leave for retraining as set forth in Article 6.2.2.2.
4.2.9 Bargaining unit members assigned online courses shall be expected to fulfill their professional responsibilities, such as attending division and department meetings, program review meetings, scheduled flex days on campus, and shared participatory governance meetings, and serving on campus/college committees. Instructional faculty who do not maintain an online presence or fulfill their professional responsibilities may have their online load reduced by their supervising administrator.

4.3 Faculty Coordinators shall be defined as follows:

4.3.1 Faculty Coordinators: Full-time, part-time, retired, or Emeritus Instructional faculty who assist department dean with the instructional aspects of coordinating a department. Retired or Emeritus Instructional faculty can only be considered for the position if no full-time faculty are interested in the position for that year. Retired or Emeritus faculty must have been employed with the District as instructional faculty within the prior three years to be eligible to serve as a Faculty Coordinator.

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

4.3.2.1 Faculty Coordinators will be selected each year using an election process within each department. If there is only one qualified volunteer he or she will be selected by a faculty dean. If two or more qualified faculty volunteer for the position during the same academic year, a secret ballot vote shall be held using email or other online surveys to select the Faculty Coordinator. All department full-time and part-time department members are eligible to vote.

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

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

4.3.3 Faculty Coordinators will hold the position for one academic year and will be compensated at a rate outlined in this article 7.3.4.1.

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

4.3.5 Faculty Coordinator positions may be broken into fractions. Based on division demands, a Supervising Administrator may assign different faculty a percentage of the total annual job. As an example, through mutual consent, a Supervising Administrator may allocate 75% of a Faculty Coordinator’s responsibility and pay to one faculty member, and the remaining 25% may be allocated to another.
4.4 Part-Time temporary faculty parity shall be defined as follows:

4.4.1 Instructional Faculty: Instructional faculty’s annual salaries compensate them for work; 75% of which is devoted to teaching, preparation, and grading; 12.5% devoted to office hours, and 12.5% for curriculum development, meetings, and other professional activities.

Parity pay rates shall be calculated as follows:

- Divided by 525 hours to determine the hourly rate for lecture instructional classes (15 hours per week per 17.5 week semester).
- Divided by 467 hours to determine the hourly rate for composition lecture ENGL 190 and ENGL 1A classes effective with the fall 2007-08 academic year (13.33 hours per week per 17.5 week semester).
- Divided by 700 hours to determine the hourly rate for lab/activity classes (20 hours per week per 17.5 week semester).
- Divided by 700 hours to determine the hourly rate for non-directed lab (nursing) classes (20 hours per week per 17.5 week semester).
- Divided by 875 hours to determine the hourly rate for non-credit classes (25 hours per week per 17.5 week semester).

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

Parity rates shall be calculated as follows:

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

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

4.5 Flex Calendar Days: “Flex Days” are negotiated days on which instructional faculty are released from their assigned instructional duties, but are required to perform other instructional related activities for one or more of the following objectives: personal improvement, student improvement, and instructional improvement. These activities can be: a) selected by each individual faculty member from a list of pre-approved activities provided by the District, or b) projects initiated by a faculty member in an effort to enhance teaching and/or learning, and approved in advance by the Division Dean.
4.5.1 List of District’s Pre-Approved Flex Activities: The District will maintain a list of pre-approved activities in electronic form that will allow faculty members to interactively and quickly calculate the total number of flex hours associated with their chosen/intended activities.

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

4.5.1.2 No pre-approved flex activity will be removed from the public list unless mutually agreed by the District and the Faculty Association. And no activity present on the pre-approved list on the first day of the academic year will be deleted during the course of that year.

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

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

4.5.2.2 The District will provide a simple electronic form (see Appendix G1) to facilitate the submission of project approval requests to the appropriate Dean.

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

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

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

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

4.5.4 The Office of Instruction will provide the faculty members with the updated information regarding the number of flex hours completed to allow them to correct for any deficiency within the operative calendar year.
4.5.5 Intellectual property with potential commercial value developed by faculty as a result of flex activities will be treated in accordance with the stipulations of Article 15 of this contract (Intellectual Property Rights).

4.5.6 The District will provide a form on which faculty will certify completion of flex activities by June 30 of each year with final signed approval of the supervising administrator. The Office of Instruction will maintain these records for auditing purposes.
ARTICLE 5.0 – EVALUATION POLICY

5.1 INTRODUCTION

The District shall evaluate bargaining unit members on a uniform basis. Contract bargaining unit members shall be evaluated each semester each year, regular bargaining unit members shall be evaluated at least once every three academic years, and part-time and temporary bargaining unit members shall be evaluated within the first year of employment and at least once every six semesters that the employee renders service. The Vice President of the division in which the faculty member works will supervise the overall evaluation process.

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

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

5.2 DEFINITIONS

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

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

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

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

5.2.4 "Appropriate administrator" means a supervising administrator or an administrator senior to the supervising administrator in the chain of command.

5.2.5 "Supervising Administrator" means the administrator with primary responsibility for evaluating the unit member. (This definition applies throughout this collective bargaining agreement.)

5.2.6 Personnel File – The formal file maintained by the college related to the person’s employment.

5.2.7 Evaluation File – any documents associated with evaluation of performance related to contract responsibilities. The evaluation file shall be considered as part of the overall Personnel File.

5.2.8 “Temporary Instructor” means a bargaining unit member employed in accordance with Education Code Section 87470, 87471, 87478, 87480, 87481 or 87482.
5.2.9. “Evaluation Committee” for regular bargaining unit members is a committee comprised of one peer faculty member and the supervising administrator.

5.2.10 “Evaluation Committee” for temporary bargaining unit members is a committee comprised of one to three peer faculty members and the supervising administrator.

5.3 PROCEDURAL RIGHTS

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

- Transmission of written evaluations and assessments to the bargaining unit member.
- Opportunity for the bargaining unit member to react or respond in writing to the written evaluation and assessment.
- To know the recommendation of the supervisor.
- Notification in writing of unsatisfactory performance, including recommended improvements.
- Provision of assistance to improve performance.
- Upon request, representation by the Association at any conference concerning an evaluation.

5.4 INSTRUMENTS FOR THE EVALUATION OF TEACHING UNIT MEMBERS

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

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

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

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

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

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

5.4.1 STUDENT OPINION SURVEYS
5.4.1.1 The objective of student evaluation is to:

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

b. Give a basis for the bargaining unit members, and supervising administrator to communicate for the purpose of maintaining a strong instructional program.

c. Become an official part of the bargaining unit member's confidential evaluation file for use in the overall evaluation process.

5.4.1.2 The Research Office 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:

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 student comment forms and tabulated form results to the supervising administrator via email. 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).

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

5.4.1.3 Criteria for student evaluation:

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.):
a. Were the course objectives clearly distributed, explained, and fulfilled?

b. Were the grading assignments, required materials, and other miscellaneous course materials appropriate?

c. Are the requirements appropriate for fulfilling the course objectives and unit value for the course?

d. Was the course useful and practical for the student?

e. Was the material organized and presented in a clear, interesting, and meaningful manner?

f. Was the classroom atmosphere appropriate for learning (i.e., was the student free to express his/her views; was the bargaining unit member courteous; did the bargaining unit member stimulate intellectual curiosity)?

g. Was the student able to receive adequate out-of-class assistance from the bargaining unit member?

h. Did the bargaining unit member attend to the mechanical aspects of the class (i.e., returning papers quickly, starting class on time, etc.)?

5.4.1.4 An appropriate student opinion instrument using criteria related to the job description may be used for evaluation of non-teaching bargaining unit members.

5.4.1.5 A class section may be excluded from the STOT collection process with the mutual consent of the instructor and the supervising administrator.

5.4.2 ADMINISTRATIVE AND PEER OBSERVATIONS

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

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

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

5.4.2.3 Each supervising administrator or other evaluator should adhere to the following criteria as he/she completes each classroom observation report; hence, his/her actual classroom observations should be guided by these criteria and the report should:

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

b. Be based upon full context of total observation.
c. Be in terms of observable behavior. Judgments of teaching 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 class).

e. The classroom observation will be recorded on the appropriate observation form (see Appendix B-1).

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

a. During the conference the bargaining unit member shall be allowed to read and react to the observation report.

b. Both strengths and possible 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 bargaining unit member and the evaluator. The bargaining unit member shall have the opportunity to present his/her own comments in writing within ten working days on the substance of the report. Signing the report does not necessarily indicate that the evaluated unit member agrees with the report, but only that he/she has read the report. The bargaining unit member will receive a copy of the signed report.

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

- in the case of evaluation of probationary unit members, sent to the chairperson of the Individual Tenure Review Committee and become part of the Evaluation Summary Report, or;
- in the case of evaluation of regular (tenured) unit members, part-time or full-time temporary unit members, kept by the supervising administrator and become part of the Evaluation Summary Report.

5.4.3 OTHER INFORMATION

The supervising administrator having responsibilities for evaluation should observe the following guidelines regarding the use and content of the evaluation reports and other data gathered as part of the evaluation.

5.4.3.1 Should data be collected which adversely affects the bargaining unit member being evaluated, the nature of this data should be known to him/her in order that he/she may make the recommended improvements.
5.4.3.2 No data should be collected from sources not having responsibilities for evaluation unless those sources have knowledge that the information will be used in the evaluation process and give their written permission for the materials to be used for evaluating purposes.

5.4.3.3 All written complaints which may be detrimental to the evaluation of a bargaining unit member should not be considered valid unless: 1) the nature of the complaint or criticism has been signed as a complaint or criticism by the originating source, and 2) the bargaining unit member has been given an opportunity to react to the complaint. Student evaluations will be utilized in the summary form.

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

5.5 EVALUATION PROCEDURE FOR PROBATIONARY BARGAINING UNIT MEMBERS

5.5.1 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 appropriate Vice President shall have the authority to assign a mentor during the second and/or third contract years.

5.5.2 INDIVIDUAL TENURE REVIEW COMMITTEES

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

5.5.2.1 The Committee shall be composed of the supervising administrator for the bargaining unit member and three tenured faculty from the Faculty Service Areas and appointed by the supervising administrator. 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.

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

5.5.2.3 During the first semester of service, all members of any newly constituted Individual Tenure Review Committee are required to 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.
5.5.2.4 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.

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

5.5.3 PROCEDURES FOR THE INDIVIDUAL TENURE REVIEW COMMITTEE

5.5.3.1 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.

5.5.3.2 The bargaining unit member being evaluated shall provide each team member with all First Day Handouts (or syllabi) including course objectives, grading policy, references and materials required, assignment procedures, practices and other pertinent materials about the course that the bargaining unit member being evaluated chooses to add. In the case of non-teaching bargaining unit members, the member being evaluated shall submit objectives and description of assignment.

5.5.3.3 The Research Office shall conduct student evaluations according to Section 5.4.1 and provide the results to the Individual Tenure Review Committee in October of each year.

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

5.5.3.5 Classroom/Worksite Observation

The appropriate administrator and each faculty committee member of the Tenure Review Committee shall make at least one class or worksite observation in accordance with 5.4.2.3 each semester and complete the appropriate observation form (see Appendix B-1). Every attempt will be made for the evaluators to observe different class sections or courses and to spread observations over at least four weeks of the semester. In the case of probationary non-teaching bargaining unit members, worksite observation shall occur in academic activities, classes, or group sessions.

5.5.3.6 Upon completion of the classroom/worksite observation visits and individual meetings, the Individual Tenure Review Committee, as a whole, shall prepare the draft of the Evaluation Summary report. In spring semesters, Individual Tenure Committee may prepare a narrative summary using the form in Appendix B-2. Subsequent to this meeting, the Tenure Review Committee shall meet with the bargaining unit member being evaluated to discuss all matters pertinent to his/her evaluation, including the draft of the final evaluation. The evaluation will then be placed in final form.

5.5.3.7 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.
5.5.3.7.1 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.

5.5.3.7.2 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.

5.5.3.7.3 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.

5.5.3.7.4 In the event that the Individual Tenure Committee cannot reach consensus, it may forward both a majority and minority recommendation to the Institutional Tenure Review Committee. Each recommendation will include a rationale for the recommendation.

5.5.4 INSTITUTIONAL TENURE REVIEW COMMITTEE

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

5.5.4.2 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 5.5.2.3 is made available and that all evaluators have completed the training. Finally the Institutional Tenure Review Committee shall be responsible for reviewing packages of materials and recommendations provided by individual committees.

5.5.4.3 Annually the Institutional Tenure Review Committee shall provide in-service training for members of Individual Tenure Review Committees in accordance with 5.5.2.3.

It shall initiate action to remove Individual Tenure Review committee members who have not met the training requirement, described in section 5.5.2.3 by recommending to the Senate for confirmation a replacement committee member. The replacement member recommended shall be someone who has received evaluator training within the previous three years.
5.5.4.4 The Institutional Tenure Review Committee shall review the documentation submitted by the Individual Tenure Review Committees at least three times each year, once prior to February 15, and once each semester, usually in mid-November and again in early May. Review of the reports may include, but not be limited to, the following:

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

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

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

a. Determine that appropriate and consistent procedures have been followed by the Individual Tenure Review Committee.

b. Return the recommendation to the Individual Tenure Review Committee with suggestions for further action.

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

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

5.5.5 SUPERINTENDENT/PRESIDENT'S RECOMMENDATION AND GOVERNING BOARD ACTION

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

Before making a decision relating to the continued employment of a probationary unit member, the Governing Board will receive the written recommendations of the Superintendent/President and the Individual Review Committee as well as the report of the Institutional Tenure Review Committee.
5.5.6 APPEAL TO THE INSTITUTIONAL TENURE REVIEW COMMITTEE

If the probationary unit member feels that an Individual Tenure Review Committee is biased or that policies, guidelines, and/or timelines are not being adhered to, the employee may appeal to the Institutional Tenure Review Committee (ITRC). The ITRC will hear the information, render findings and recommendations, and negotiate a resolution of the complaint. If the complaint cannot be resolved through this procedure, the probationary unit member must appeal under Section 5.5.7 Appeal to the ITRC shall not be used to delay or prolong any timelines of Education Code Section 87610.1.

5.5.7 APPEAL TO ARBITRATION

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

5.5.8 BREAK IN SERVICE

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

5.6 EVALUATIONS FOR PERMANENT, TENURED BARGAINING UNIT MEMBERS

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

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

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

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

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

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

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

c. Advise the bargaining unit members of any particulars concerning professional responsibilities which might influence the bargaining unit members' evaluations.
5.6.1 SELECTION OF PEER EVALUATORS

5.6.1.1 Peer evaluators will be selected by mutual agreement between the person to be evaluated and the supervising administrator. Absent mutual agreement, the Academic Senate Executive Board shall have final determination as to the selection of a peer evaluator.

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

5.6.1.3 An evaluator may elect to do no more than two tenured faculty evaluations per year. The peer evaluator may also refuse a specific evaluation assignment after discussion with the supervising administrator, if there is a conflict.

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

5.6.1.5 Peer evaluators should review the entire Evaluation Policy relating to instructors.

5.6.2 EVALUATION PROCESS

The evaluation process of the permanent, tenured unit members will be in accordance with Section 5.4.

5.7 EVALUATION SUMMARY REPORT

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

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

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

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

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

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

5.8 EVALUATION PROCEDURE FOR REGULAR NON-TEACHING UNIT MEMBERS

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

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

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

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

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

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

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

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

5.9 ACTIONS SUBSEQUENT TO THE EVALUATION OF REGULAR UNIT MEMBERS

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

5.9.2 In the event serious deficiencies remain after the evaluation process, and documented attempts have been made to resolve these deficiencies, regular bargaining unit members will be subject to disciplinary action primarily upon the grounds described in Education Code Section 87732 but only through the process described in the Education Code or other legal provisions.
5.9.3 Formal legal appeal to the disciplinary action is available to regular bargaining unit members through Education Code Sections 87673-87683 and other sections of the Education Code.

5.10 EVALUATION PROCEDURES FOR PART-TIME TEMPORARY UNIT MEMBERS

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

5.10.1 CLASSES SIX WEEKS OR LONGER IN LENGTH

5.10.1.1 Evaluation shall be in the first semester and then at least once every six semesters that the employee renders service. The peer evaluation process shall be utilized and an administrative visitation and/or observation may also be utilized. Student evaluations shall be conducted according to Section 5.4.1. If the class is less than 6 weeks in length, student evaluations will be administered only if deemed necessary by the appropriate administrator. The peer review process shall be on a departmental or divisional basis.

Peer evaluation will include the following components:

1. Any peer evaluator is defined as a faculty member of the division or department.

2. The peer evaluator will be selected by mutual agreement between the peer evaluator and the supervising administrator and confirmed by the Academic Senate Executive Board.

3. In the event that the person being evaluated or the supervising administrator requests a second peer evaluation, the person being evaluated may recommend a second evaluator from a divisional list of three names. That selection must be confirmed by the Academic Senate Executive Board.

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

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

5.10.1.2 It is strongly recommended that any evaluation be completed between the fourth and tenth week of the semester.
5.10.1.3 Evidence of problems with part-time faculty (student evaluations, complaints, observations, information from client agencies) will require further investigation by appropriate administrators.

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

5.11 EVALUATION PROCEDURES FOR FULL-TIME TEMPORARY UNIT MEMBERS

5.11.1 FREQUENCY OF THE EVALUATION

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

5.11.2 EVALUATION TEAM

The evaluation shall be conducted by a Term Evaluation Committee consisting of the temporary unit member’s supervising administrator and one to three tenured faculty members serving in the same or similar discipline as the temporary unit member. The number of peer members will be decided at the discretion of the supervising administrator in an effort to cover observation of as many different courses as possible of the temporary unit member’s assigned load.

The selection and confirmation of the members of the Term Evaluation Committee will adhere to the guidelines of Section 5.5.2 unless explicitly modified within this Section. The supervising administrator will act as the Chair of the Term Evaluation Committee.

5.11.3 GOALS AND OBJECTIVES

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

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

5.11.4 EVALUATION PROCEDURE

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

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

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

5.11.5 MISCELLANEOUS

5.11.6.1 Grievability

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

5.12 PERSONNEL FILES

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

Any written derogatory information to be included in the personnel file must be channeled through the Superintendent/President or the appropriate Vice President, and the bargaining unit member shall have the opportunity to respond, in writing. This written response shall be included in the personnel file.
ARTICLE 6.0 – LEAVES

6.1 DEFINITIONS

6.1.1 Immediate Family—the mother, father, step-parents, aunt, uncle, grandmother, grandfather, or a grandchild of the bargaining unit member or of their spouse or registered domestic partner of the bargaining unit member and also, the spouse or registered domestic partner, son, son-in-law, daughter, daughter-in-law, step-child, niece, nephew, brother, brother-in-law, or sister, and sister-in-law of the bargaining unit member, or any foster child/legal dependent or any relative living in the immediate household of the bargaining unit member.

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

6.2 LEAVES AND TRANSFER POLICIES

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

6.2.1 SHORT-TERM LEAVES

6.2.1.1 Absences

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

6.2.1.2 Bereavement Leave

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

6.2.1.3 Witness and Jury Duty

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

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

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

a. A suitable substitute is obtained by the District, and the District is reimbursed by the professional expert witness for the cost of the substitute.

b. That the bargaining unit member meets his/her 30-hour obligation.

6.2.1.4 Personal Necessity

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

6.2.1.5 Military, National Guard, and Reserve

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

6.2.1.6 Personal Illness and Injury

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

b. Credit for this leave of absence is provided annually at the beginning of each school year, bargaining unit member's contract year, and may be taken at any time during the contract year. If the entire leave of absence entitlement is not utilized during the contract year, the remaining days shall be allowed to accumulate from year to year with no limit on the number of days which may be accumulated.

c. Any bargaining unit member who has been employed by the District for one or more contract years and who accepts an academic position in another California Community College District shall be eligible to transfer their accumulated days of leave of absence for illness or injury in accordance with Section 87782 of the California Education Code.

d. Bargaining unit members desiring sick leave allowance are required to submit a written absence report within two (2) working days after return to
duty to use their sick leave allowance.

e. If the absence exceeds five (5) working days, the bargaining unit member shall be required to provide a physician's written verification of illness and a release to return to duty.

f. Bargaining unit members who are absent from duties on account of illness less than one (1) day but from three (3) to five (5) hours shall be charged for one-half day sick leave. Absence less than three (3) hours shall not be charged as long as scheduled assignments are not missed. When scheduled assignments are missed for less than three hours, sick leave will be deducted for each hour of the scheduled assignment missed.

g. Bargaining unit members may use their sick leave for parental leave. Parental leave may be taken incrementally or consecutively. Bargaining unit members exhausting all current and accumulated sick leave will be paid 100% of their regular salary for the remaining portion of their parental leave as long as they meet the eligibility requirements of the California Family Rights Act.

h. When a bargaining unit member is absent from duty on account of illness or accident for a period of five (5) school months or less, whether or not the absence arises out of or in the course of their employment, the amount deducted from the salary due for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employed to fill this position during an absence or, if no substitute was employed, the amount which would have been paid to the substitute had a substitute been employed. The District shall make every reasonable effort to secure the services of a substitute.

i. When bargaining unit members are absent from duty on account of illness for a period of more than five (5) school months, or when a bargaining unit member is absent from duty for a cause other than illness, and upon exhaustion of all available paid leaves, the bargaining unit member will be placed on a 39-month reemployment list unless the Board approves a leave.

6.2.1.7 Industrial Accident and Illness Leave

a. Industrial Accident and Illness Leave shall be for not more than sixty (60) days during which the College is required to be in session or when the bargaining unit member would, otherwise, have been performing work for the District in any one fiscal year for the same accident. Such Industrial Accident and Illness Leave shall commence on the first day of absence and shall not be accumulated from year to year.

b. When a bargaining unit member is absent from duty due to an industrial accident or illness, the bargaining unit member shall be paid the portion of the salary due for any months in which the absence occurs as, when added to the temporary disability indemnity under Division 4.5 of the Labor Code, will result in a payment of no more than the bargaining unit member's full salary. The phrase "full salary" shall be computed so that it shall not be less than the bargaining unit member's average weekly earnings, as that phrase is utilized in Section 4453 of the Labor Code. The maximum minimum average weekly earnings set forth in Section 4452
of the Labor Code shall, otherwise, not be deemed applicable.

c. Industrial Accident and Illness Leave shall be reduced by one (1) day for each day of authorized absence regardless of the temporary disability indemnity award. When an Industrial Accident and Illness Leave overlaps into the next fiscal year, the bargaining unit member shall be entitled to only the amount of unused leave due for the same illness or injury.

d. Upon termination of the Industrial Accident and Illness Leave, the bargaining unit member shall be entitled to sick leave benefits or any other applicable leave as outlined in this section or in the California State Education Code; and the absence shall be deemed to have commenced on the date of termination of the Industrial Accident and Illness Leave, provided that if the bargaining unit member continues to receive temporary disability indemnity, the bargaining unit member may elect to take as much accumulated sick leave which, when added to the temporary disability indemnity, will result in a payment of not more than his/her full salary.

e. During any paid leave of absence, the bargaining unit member shall endorse to the District the temporary disability indemnity check received on account of the industrial accident or illness. The District, in turn, shall issue the bargaining unit member appropriate salary warrants for payment of the bargaining unit member's salary and shall deduct normal retirement and other authorized contributions.

f. Any bargaining unit member receiving benefits as a result of this Section shall, during periods of injury or illness, remain within the State of California unless the Board authorizes travel outside the state.

6.2.1.8 In-Service Leave

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

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

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

6.2.2 LONG-TERM LEAVES

6.2.2.1 Sabbatical Leave

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

At least one full-year or two semester-length sabbaticals will be given every year if there are qualified applicants.

a. Purpose of Sabbatical Leave:

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

b. Types of Sabbaticals:

1. To pursue an advanced degree or appropriate post-graduate study within one's teaching discipline at an accredited university or college.

2. To conduct documented study and/or research that is conducive to improving learning and teaching effectiveness and program design related to the bargaining unit member's assignment.

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

c. Standards:

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

(1) Graduate Work

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

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

(2) Research/Documented Study

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

(3) Employment

1. An employment plan, including the objectives of the experience and how the learning relates to the teaching assignment, must be developed.

2. Proof of the applicant's formal request for a position from a
suitable employer must be provided.

d. **Report of Results:**

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

   1. Account of activities during the leave, including travel itineraries, institutions and locations visited, persons with whom there was extensive consultation or collaboration, and any formal lectures delivered.

   2. Statement of progress made on the project as proposed in the application.

   3. Explanation of any significant changes made in the project.

   4. Appraisal of the relationship between the results anticipated in the leave project statement and those actually achieved.

   5. Statement of future activity related to the project, including plans for completion of the project and new methodology, course design, or curriculum.

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

e. **Eligibility:**

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

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

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

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

   (1) Proof of applicant's formal acceptance for graduate work.

   (2) Proof of applicant's acceptance by a suitable employer.
g. Selection:

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

h. Application Process:

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

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

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

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

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

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

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

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

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

i. Compensation:

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

Bargaining unit members granted a sabbatical leave for a period of one school academic year shall be paid 85 percent of their annual salary that they were paid when the application was made (adjusted by appropriate step and contractual salary increases). Prior to beginning the Sabbatical Leave, a Leave of Absence Agreement, setting forth conditions of the leave and requiring two full years of service immediately following return from sabbatical leave, must be signed by the bargaining unit member. A bargaining unit member who fails to fulfill these conditions or to render two full years of service subsequent to the leave, will be required to reimburse the District for any salary and benefits received during the Sabbatical Leave.
j. **Benefits:**

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

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

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

k. **Accident or Illness:**

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

l. **Return to Service:**

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

6.2.2.2 **Retraining**

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

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

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

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

6.2.2.4  **Maternity Leave**

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

6.2.2.5  **Family Medical Leave Act**

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

6.2.3  **CATASTROPHIC ILLNESS OR INJURY**

6.2.3.1  **Purpose**

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

6.2.3.2  **Definitions**

a. **Catastrophic Illness or Injury** means an illness or injury which, on the basis...
of medical opinion, is expected to be incapacitating for a period of thirty (30) or
more consecutive calendar days by a qualified medical provider.

b. "Full Pay Sick Leave" means fully paid sick leave for illness or injury accrued by
the donor.

c. "Eligible Recipient" means a recipient who has exhausted all vacation leave,
fully paid leave of absence for illness or injury and any other fully paid leave.

6.2.3.3 Procedures

a. No Bargaining unit members may donate more than two (2) up to twelve (12) hours
of sick leave days per school academic year.

b. No Bargaining unit members may receive more than up to one hundred sixty-five
(165) days of donated sick leave.

c. Both donations of sick leave from part-time employees and donations to part-
time employees shall be pro-rated.

d. The minimum sick leave increment to be donated or granted under this Article
shall be one (1) day.

e. The Executive Committee of the Faculty Association shall be responsible for
the administration of this program. The only District responsibility shall be to
maintain appropriate records. The Executive Committee shall develop
appropriate criteria for the equitable administration of this program. The decision
of the Executive Committee to grant or deny requests for donations of sick leave
shall be final.

f. Sick leave donations shall be reported on a form to be developed by the District.

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

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

6.2.4 BENEFITS WHILE ON LEAVE

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

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

This section shall not be subject to the grievance procedure.

6.2.4 BENEFITS WHILE ON LEAVE

ARTICLE 6.0 – LEAVES - Page 11 of 12
6.2.4.1 **Paid Leave**

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

a. Return to the same position held immediately before commencement of the leave;

b. Receive credit for annual salary increments provided during this leave; and

c. Receive all other fringe benefits including, but not limited to, insurance and retirement benefits to the extent not expressly prohibited by law.

6.2.4.2 **Unpaid Leave**

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

7.1.1 INSURANCE COVERAGE

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

7.1.1.2 The Shasta-Tehama-Trinity Joint Community College District (District) and the Shasta College Faculty Association/CTA/NEA (Association) agree to continue a tiered rate structure for Group health benefits contributions will be made using a tiered structure based on the persons covered by the faculty bargaining unit member’s benefit election. This agreement will be in effect for the period January 1, 2016 to June 30, 2016. The District’s maximum monthly contributions toward the four tiers will be 90% of the total premium cost $409 for employee only, $736 for employee + child(ren), $818 for employee + spouse, and $1,145 for employee + family. The District contribution toward health care premium will return to the maximum of $847 per month July 1, 2016 unless negotiated differently.

7.1.1.3 The District shall provide eligible unit members with a California Dental Service Four-Step Incentive Dental Plan with $1,500 maximum annual benefit as offered through the Shasta Trinity Schools Insurance Group Joint Powers Authority. In addition, the District shall provide eligible unit members with a California Dental Service $1,000 lifetime maximum orthodontic benefit for children only with 50% co-pay. Effective July 1, 2009, and through June 30, 2012. The maximum annual District contribution on behalf of eligible employees for dental coverage shall be 100% of the total premium cost $1,428.00. Effective July 1, 2010, unless the parties otherwise agree, the District’s contribution shall be limited to the rates in effect on June 30, 2010. Contributions will be allocated on a monthly basis.

7.1.1.4 The District shall provide all eligible unit members with the California Vision Service Plan B, no deductible, as offered through the Shasta Trinity Schools Insurance Group Joint Powers Authority. Effective July 1, 2007, and through June 30, 2009. The maximum annual District contribution on behalf of eligible employees for vision coverage shall be 100% of the total premium cost $360.00, or the actual cost of the premium. Effective July 1, 2009, unless the parties otherwise agree, the District’s contribution shall be limited to the rates in effect on June 30, 2010.

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

7.1.1.6 If a unit member dies while eligible for medical, dental, and vision coverage, the District shall continue to provide such coverage for dependents for six months after the death of the unit member. The surviving spouse will have an option of purchasing the medical, dental, and vision coverage for five years or until he/she reaches the age of 65, subject to carrier acceptance.
7.1.1.7  When a unit member terminates employment due to disability and has qualified for disability under STRS guidelines, he/she may purchase the unit's insurance coverage by making payment to the District. This provision is contingent upon the insurance carrier allowing for said purchase.

7.1.1.8  The District shall, upon request of the requisite number of eligible part-time faculty members, make such arrangements as may be necessary, for eligible part-time faculty members to purchase group medical benefits directly through Keenan and Associates, through a plan offered by Keenand Associates.

7.1.1.9  Part-Time Faculty Prestige Membership. The District shall provide a membership in Prestige Urgent Care for part-time faculty.

7.1.1.10  Life Insurance. The District shall provide all bargaining unit members with a life insurance policy at the same dollar amount as the administrator and confidential agreement.

7.1.2  HEALTH BENEFITS FOR RETIREES

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

Group health insurance as provided to active bargaining unit members.

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

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.

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

7.1.4.8 The period of part-time employment shall not exceed five (5) ten (10) years.

7.2 WAGES

7.2.1 REQUIREMENTS FOR SALARY CLASSIFICATIONS

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

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

7.2.1.3 Credit for full-time prior teaching experience for the purpose of establishing salary levels for bargaining unit members placing a new faculty member on the salary schedule shall be granted as up to and including ten (10) years, including vocational instructors, for a maximum initial placement at step eleven (11). For each year of prior teaching experience the bargaining unit member shall receive one step on the salary schedule. Prior teaching experience in an accredited elementary, middle school, high school, college, or university will be considered qualifying prior experience. Credit for graduate teaching experience will be granted where the faculty member was responsible for conducting class sessions and grading assignments, but will not require the faculty member to have responsibility for the overall course grade. Credit for part-time teaching experience will be granted where the faculty member was the instructor of record with responsibility for the overall final course grade. Part-time experience will be granted as a proportion of a full-time assignment based on the number of hours taught and length of the course.
In those cases where vocational instructors have occupational experience relating to their teaching field, one year on the salary scale, up to ten (10) years, will be granted for each two years of occupational experience, for a maximum initial placement at step eleven (11).

7.2.1.3 Bargaining unit members hired on or after July 1, 2010 shall be placed on the salary schedule in accordance with 7.2.1.2, effective July 1, 2019.

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

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

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

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

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

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

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

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

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

a. **Vocational Groups, only**

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

   - Group 1: Vocational bargaining unit members who had a high school diploma or equivalent and fewer than 60 semester units when hired.
   - Group 2: Vocational bargaining unit members who had 60 or more semester units but less than a Bachelor's Degree when hired.
   - Group 3: Vocational bargaining unit members who have a Bachelor's Degree when hired.

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

b. **Requirements by Classification**

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

   - Category A: Bargaining unit members not qualifying for Class II through V (Vocational instructor, below)
   - Category B:
     - Group 1: The high school diploma or equivalent and fewer than 30 semester units
     - Group 2: Sixty or more semester units but has not been awarded the A.A. or A.S. Degree
     - Group 3: Begins in Class II

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

   - Category A: Bachelor's Degree and 24 semester units beyond the Bachelor's Degree date
   - Category B (Vocational instructors, below)
     - Group 1: High School or equivalent and a total of 30 semester units
     - Group 2: An A.A. Degree
     - Group 3: A Bachelor's Degree
CLASS III  Valid credential (fully satisfied) and one of the following:

Category A  Master's Degree or Doctorate and 42 semester units beyond Bachelor's Degree date
Category B  (Vocational instructors, below)
  Group 1  An Associate's Degree (A.A. or A.S.)
  Group 2  An A.A. Degree and a total of 90 semester units
  Group 3  A Bachelor's Degree and 16 semester units beyond the Degree date

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

Category A  M.A. or Doctorate and 60 semester units beyond Bachelor's Degree date
Category B  (Vocational instructors, below)
  Group 1  An A.A. Degree and a total of 90 semester units
  Group 2  A Bachelor's Degree
  Group 3  A Bachelor's Degree and 32 semester units beyond the Degree date

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

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

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

7.2.1.7–6 Growth Formula: In budget years for which the State provides funding for growth, and the District earns additional revenue from growth, a portion of that earned growth will be applied to the Salary Schedule after the state posts the initial recalculation of apportionment, currently called Exhibit E, in the subsequent year. All salary schedules will be adjusted within 60 Days of this posting with no retroaction included.

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

The “Multiplier” used will be given in table A below.
Table A

<table>
<thead>
<tr>
<th>(Weekly Student Contact Hours)/(Full-Time Equivalent Faculty)</th>
<th>Multiplier</th>
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<tbody>
<tr>
<td>Or WSCH/FTEF 475 to 499</td>
<td>0.3</td>
</tr>
<tr>
<td>500 to 524</td>
<td>0.45</td>
</tr>
<tr>
<td>525 and above</td>
<td>0.6</td>
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</tbody>
</table>

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

7.2.2 INSTRUCTIONAL BARGAINING UNIT MEMBERS’ SALARY SCHEDULE

See Appendix H for the current Instructional Bargaining Unit Members’ Salary Schedules.

7.2.2.1 Each year, at a minimum, state funded COLA shall be applied to the Full-Time and Part-Time Bargaining Unit Members’ Salary Schedules by July 1st.

7.2.2.2 Compensation for Contract and Regular Unit Members who Substitute for Contract and 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 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.

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

Bargaining unit members substituting for the entire duration of a course will be compensated for the full amount of instructional hours as listed on the approved course outline.
7.2.3 EXTENDED SERVICE DIFFERENTIAL

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

7.2.3.1 Objective

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

7.2.3.2 Extended Service Differential Policy

See Appendix F for the Extended Service Differential Form.

Bargaining unit members who want to advance into the longevity steps through “extended service differentials” must submit to the office of the supervising administrator 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, 25 and Step 28. The District must provide verbal notification of bargaining unit members’ eligibility for Extended Service Differentials annually by July 1st.

Units and unit equivalents to meet the Extended Service Differential requirements are must be approved on the appropriate form (Appendix F) by the supervising administrator, the appropriate Vice President, and the Associate Vice President of Human Resources and the Vice President of Instruction prior to enrollment by a bargaining unit member in a 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 supervising administrator, and the appropriate Vice President, and the Associate Vice President of Human Resources and the Vice President of Instruction, it will be submitted to by the the Personnel Office Human Resources Office and the faculty member will be notified of the approval.

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

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

Differentials shall be shown on the salary schedule.

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

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

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

Contents of request:

The request shall contain:

a. Date(s) of work. If the work will be done over a period of time, state the beginning and ending dates.

b. Area of work

c. Relevancy of work to teaching assignment
d. Relevancy of work to one's own professional growth
e. Description or outline of work done
f. Documentation of work done

Some suggested activities that may qualify for unit equivalents:

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

7.2.3.4 Implementation

If agreement among the bargaining unit member, the supervising administrator, and appropriate Vice President involved regarding approval of the units or unit equivalents cannot be reached, or if there is late request/verification submitted to the Personnel Office Human Resources, the bargaining unit member may appeal to a committee. This appeal committee shall consist of a person appointed by the Association, a person appointed by the supervising administrator and a
third person selected by the two appointed representatives. Within ten (10) days of receiving the appeal, the committee will meet to consider the appeal and make a recommendation. The decision of the committee shall be final. The Superintendent/President, whose decision shall be final.

7.2.4 PART-TIME EMPLOYEE SALARY SCHEDULES

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

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

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

7.2.5 DISTANCE EDUCATION DELIVERY

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

\[
\text{Total number of course hours of instruction multiplied by the part-time hourly instructional bargaining unit member rate, divided by the minimum student enrollment multiplied by the number of students enrolled equals the amount of compensation.}
\]

7.2.6 PART-TIME ACADEMIC BARGAINING UNIT MEMBERS’ HOURLY SALARY SCHEDULES

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

7.2.7 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 and ending in May. A written request, once made, shall be
irrevocable until the following year. If no written request is received, the employee shall be paid in the same manner as during the previous year.

7.3 STIPENDS

7.3.1 PART-TIME PARTICIPATION IN FLEX ACTIVITY

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

Compensation shall be provided for up to three (3) additional hours beyond the hours listed in the approved course outline upon presentation of verified attendance at activities.

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

7.3.2 ITV INSTRUCTION

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

7.3.3 ONLINE AND HYBRID DELIVERY AND MENTORS

Instructors completing fully online-delivered instruction will must receive a $150 stipend per unit for each course delivered online for the first time. Experienced online instructors will must receive a $100 stipend per unit to mentor an instructor bringing a course online for the first time. Prior to serving as a mentor, faculty members must be approved by their supervising administrator and must participate in a District mentor training on the use of the Academic Senate-endorsed OEI online design rubric. Mentors will receive a $500 stipend for submitting proof of completing the training. The stipends cannot be paid until the course is scheduled officially for the first time.

Instructors completing hybrid-delivered instruction for a course for the first time will must receive a stipend at 50% of the rate for fully-online, following the procedures described above. The first time an instructor completes online delivered instruction, he/she will receive a $150 stipend.

7.3.4 OTHER STIPENDS

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

7.3.4.1 The following stipends may must will be added to a Bargaining Unit Member’s annual salary whenever allowed by CalStrs. The stipend shall must be paid in equal payments during the bargaining unit member’s term of employment. Bargaining unit members working less than a full year shall receive a prorated amount based on the percentage of a full year worked paid by the District for assignments which are not given load value.
• Pay (Stipends) of $500 or less

• Stipends funded outside of the unrestricted general fund (Fund 11) of $500 or less

• Faculty Coordinator: The number of FTES in a department from the prior year will determine the coordinator level. When an individual is coordinator over multiple departments the stipends will aggregate.

<table>
<thead>
<tr>
<th>Coordinator Level</th>
<th>FTES in Department Aggregated Annually</th>
<th>Semester Expected Work Hours ($55.00 per hour)</th>
<th>Annual Stipend</th>
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<tr>
<td>Level I Coordinator</td>
<td>100 or more FTES</td>
<td>90 Hours</td>
<td>9,900</td>
</tr>
<tr>
<td>Level II Coordinator</td>
<td>75 – 99 FTES</td>
<td>80 Hours</td>
<td>8,800</td>
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<tr>
<td>Level III Coordinator</td>
<td>50 – 74 FTES</td>
<td>70 Hours</td>
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<td>Level IV Coordinator</td>
<td>25 – 49 FTES</td>
<td>60 Hours</td>
<td>6,600</td>
</tr>
<tr>
<td>Level V Coordinator</td>
<td>0 – 24 FTES</td>
<td>50 Hours</td>
<td>5,500</td>
</tr>
</tbody>
</table>

Faculty Coordinator - $2,250 per semester
Assistant Coaches - $4,180-$4,840 each
Football Coordinator(s) - $5,700-$6,700 each

• Worksite Learning Supervision - $2,400 per student per semester

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

• Nursing Pay

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

Compensation for Shasta College head coaches, coordinators, and assistant coaches shall be based on extra duty hours and efforts required to successfully fulfill all coaching responsibilities as defined in the Shasta College Coaches’ Manual as it pertains to each specific sport. Head coach paystipend amounts will be calculated based on a percentage of the salary schedule (see table below). Coordinator and assistant coaching stipends will be calculated using a percentage of the head coach stipend amount.

Effective July 1st Academic Year 2019-2020, all head coaches and assistant coaches will be placed on the Shasta College coaches’ paystipend schedule. Bargaining unit members shall receive a percentage increase (see longevity bonus) for having served a minimum of five consecutive years and up to 25 years in any sport/assignment subject to the following conditions: Unit members who have a break in service and return to any sport/assignment may qualify provided they have not coached for any other school district during their break in service. If there is an extenuating circumstance to the break in service, bargaining unit members may submit a request, in writing, for consideration to be reviewed by the District. Bargaining unit members meeting the five (5) year requirement must also be in compliance with CCCAA and Shasta College coaching standards to remain eligible for the Class/Step increase.

**Starting Head Coach PayStipend Schedule** to equal the following percentage of Class 5 Step 28 of the full-time faculty salary schedule. [Sample amounts in brackets below are based on the 2018-2019 Academic Contract FT Salary Schedule, Amounts will adjust when Class 5 Step 28 on the full-time faculty salary schedule changes.]

- Football (10.50%)  [$11,148]
- Basketball (10.32%)  [$10,957]
- Baseball / Softball (10.32%)  [$10,957]
- Track (10.00%)  [$10,617]
- Volleyball (10.00%)  [$10,617]
- Swimming (9.50%)  [$10,086]
- Wrestling (8.50%)  [$9,025]
- Cross country (7.00%)  [$7,432]
- Soccer (7.00 %)  [$7,432]
- Tennis: (6.16%)  [%6,540]

**Starting Assistant and Coordinator PayStipend Schedule:** The following is calculated using a percentage of the head coach paystipend: (Coordinators @ 75%, Assistant Coaches @ 60%)

- Football Coordinator (2)  [$8,361]
- Football Assistant (5)  [$6,689]
- Basketball Assistant (2)  [$6,574]
- Baseball / Softball Assistant (2)  [$6,574]
- Track Assistant (3)  [$6,370]
- Volleyball Assistant (1)  [$6,370]
- Swimming Assistant (3)  [$6,052]
- Wrestling Assistant (1)  [$5,415]
- Cross Country Assistant (1)  [$4,459]
- Soccer Assistant (1)  [$4,459]
Tennis Assistant (1)   [$3,924]

Coaching Longevity Bonus:

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<th>Years</th>
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</table>

Split assignments and stipend pay

While it is not a preferred staffing strategy to split coaching and assignments among two individuals, at times it is advantageous to do so to assure the offering of a sport. In circumstances involving a vacant coaching assignment, the Head Coach will make such a recommendation to the Athletic Director, who will make a final decision on whether or not to split the assignment and therefore the corresponding stipend. Further, the Head Coach and Athletic Director shall determine the percentage of time to be worked for each party to the split assignment. The individuals involved will be compensated proportionally as they have been assigned by the Athletic Director and meet all other contractual requirements.

Contact Hours During Season

Supervision, practices, competition, and responsibilities related to the activity may include other necessary preparation specific to the activity as per defined in the Shasta College Coaches’ Manual. Prior to each season each Head Coach shall meet with the Athletic Directors to establish and review the hours and assignments defined for the activities/sport. Assistant coaches shall meet with the Head Coach to establish their hours and assignments.

The minimum number of coaches, per sport, will be as listed below. Request for additional coaching staff will be reviewed and approved by the Athletic Director and head Coach of each sport. Factors such as student safety, team size, student eligibility and participation, best practice and sustainability of the coaching support levels will be considered by the Athletic Director.

<table>
<thead>
<tr>
<th>Sport</th>
<th>Coaches</th>
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</thead>
<tbody>
<tr>
<td>Football</td>
<td>2 Coordinators, 5 Assistants</td>
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<tr>
<td>Soccer</td>
<td>1 Assistant</td>
</tr>
<tr>
<td>Volleyball</td>
<td>1 Asst</td>
</tr>
<tr>
<td>Wrestling</td>
<td>1 Asst</td>
</tr>
<tr>
<td>Basketball</td>
<td>1 Asst</td>
</tr>
<tr>
<td>Baseball</td>
<td>2 Asst’s</td>
</tr>
<tr>
<td>Softball</td>
<td>2 Asst’s</td>
</tr>
<tr>
<td>Swim/Dive</td>
<td>3 Asst’s</td>
</tr>
</tbody>
</table>
Tennis 1 Asst
Track 3 Asst's
Cross 1 Asst's

- Fine Arts and Other Pay Stipends
  - Pep Team $5,606
  - Band $2,989
  - Choral $2,989
  - Journalism $1,991
  - Club Advisor $996
  - SIFE $9,722
  - Phi Theta Kappa $9,722
  - Drama $9,722
  - Forensics $9,722
  - Off Site Performance Factor $2,000

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

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

7.4 PART-TIME TEMPORARY FACULTY OFFICE HOURS

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

The following conditions will apply:

a. Part-time temporary unit members who teach at least one three-unit course with a lecture component, shall be eligible for one paid office hour per week. The office hour may be divided into two one-half hour sessions. For those teaching more than one three-unit class, office hours will be pro-rated accordingly to a maximum of two (2) hours per week, provided there is more than one class taught.

b. Participation by eligible unit members shall be voluntary.

c. Office hours shall be paid at the rate of $30.00 per hour.

d. Regular unit members shall not be eligible to participate.

e. The office hour shall not count in determining the unit member’s full-time equivalent employment percentage for the purposes of obtaining tenure.
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.
## SHASTA-TEHAMA-TRINITY JOINT COMMUNITY COLLEGE DISTRICT
### FULL-TIME FACULTY SALARY SCHEDULE
#### 2019-2020 Proposed

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<th>STEP</th>
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<th>CLASS III</th>
<th>CLASS IV*</th>
<th>CLASS V*</th>
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</tbody>
</table>

A doctorate differential of $3,000 will be added to the salary when an earned doctorate is held by the bargaining unit member.

Max Initial Placement: Grant new faculty members placement up to Step 11.

The annual amounts on this salary schedule are based on 175 days of employment. For non-instructional bargaining unit members working additional duty days, multiply salary by 195/175 or 215/175 to compensate for additional days.

Each year, at a minimum, state funded COLA shall be applied to the Full-Time and Part-Time Bargaining Unit Members’ Salary Schedules by July 1st (7.2.2.1).
A doctorate differential of $3,000 will be added to the salary when an earned doctorate is held by the bargaining unit member.

Max Initial Placement: Grant new faculty members placement up to Step 11.

The annual amounts on this salary schedule are based on 175 days of employment. For non-instructional bargaining unit members working additional duty days, multiply salary by 195/175 or 215/175 to compensate for additional days.

Each year, at a minimum, state funded COLA shall be applied to the Full-Time and Part-Time Bargaining Unit Members’ Salary Schedules by July 1st (7.2.2.1).
### SHASTA-TEHAMA-TRINITY JOINT COMMUNITY COLLEGE DISTRICT

**FULL-TIME FACULTY SALARY SCHEDULE**

2021-2022 Proposed

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<th>STEP</th>
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<th>CLASS V*</th>
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</table>

A doctorate differential of $3,000 will be added to the salary when an earned doctorate is held by the bargaining unit member.

Max Initial Placement: Grant new faculty members placement up to Step 11.

The annual amounts on this salary schedule are based on 175 days of employment. For non-instructional bargaining unit members working additional duty days, multiply salary by 195/175 or 215/175 to compensate for additional days.

Each year, at a minimum, state funded COLA shall be applied to the Full-Time and Part-Time Bargaining Unit Members’ Salary Schedules by July 1st (7.2.2.1).
### SHASTA-TEHAMA-TRINITY JOINT COMMUNITY COLLEGE DISTRICT
### PART-TIME FACULTY SALARY SCHEDULE
#### 2019-2020 Proposed

<table>
<thead>
<tr>
<th>STEP</th>
<th>CLASS I</th>
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<th>CLASS V*</th>
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</table>

A doctorate differential of $3.00 per hour will be added to the hourly schedule when an earned doctorate is held by the bargaining unit member.

Max Initial Placement: Grant new faculty members placement up to Step 11.

Each year, at a minimum, state funded COLA shall be applied to the Full-Time and Part-Time Bargaining Unit Members’ Salary Schedules by July 1st (7.2.2.1).
### SHASTA-TEHAMA-TRINITY JOINT COMMUNITY COLLEGE DISTRICT
#### PART-TIME FACULTY SALARY SCHEDULE
#### 2020-2021 Proposed

<table>
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<th>CLASS V*</th>
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A doctorate differential of $3.00 per hour will be added to the hourly schedule when an earned doctorate is held by the bargaining unit member.

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## SHASTA-TEHAMA-TRINITY JOINT COMMUNITY COLLEGE DISTRICT
### PART-TIME FACULTY SALARY SCHEDULE
#### 2021-2022 Proposed

<table>
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<th>CLASS V*</th>
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Max Initial Placement: Grant new faculty members placement up to Step 11.

Each year, at a minimum, state funded COLA shall be applied to the Full-Time and Part-Time Bargaining Unit Members’ Salary Schedules by July 1st (7.2.2.1).
# Shasta College Request for Extended Service Differential (Step Advancement)

Refer to Section 7.2.3 of the Academic Master Contract Agreement for information on the Extended Service Differential (ESD). Requests will be processed in a timely manner.

Requests will be considered for approval if all of the following occur:

1. The supervising administrator and VPI/YPSS grant approval prior to the start of any ESD work.
2. Units and unit equivalents must be completed prior to the beginning of the school year.
3. The District does not pay for any portion of a conference, workshop, substitute, or other activity.
4. The activity or course does not require the unit member to adjust, or not meet, their previously established schedule.

<table>
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<tr>
<th>Name</th>
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<tr>
<td>Application for Step</td>
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**Type of Request:**

- [ ] Coursework
- [ ] Unit Equivalents

*Attach a statement describing the benefits to the bargaining unit member and students and work to be done.

<table>
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<tr>
<th>Course Title</th>
<th>Course No.</th>
<th>Units</th>
<th>Dates</th>
<th>Institution</th>
<th>Brief Description</th>
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<table>
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<tr>
<th>Dates of Activity</th>
<th>Total Hours</th>
<th>Units Requested</th>
<th>Title/Description</th>
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</thead>
</table>

**Signatures for Pre-Approval:**

- Faculty Member: Name ____________________ Date ___________
- Supervising Administrator: Date __________________
- Vice President: Date __________________
- Associate V.P. of Human Resources: Date ___________

**Work Completed:**

Date Completed: ____________________

Attach evidence of completion.

- Faculty Member: Name ____________________ Date ___________
- Supervising Administrator: Date __________________
- Vice President: Date __________________
- Associate V.P. of Human Resources: Date ___________

All documentation of courses/activities must be completed and turned into the Human Resources Office by November 1, to count in the current year. Requests turned in later than November 1 will allow changes in the subsequent school year.

7/28/2017
ARTICLE 8.0 – PAYROLL DEDUCTIONS

8.1 GENERAL PROCEDURES

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

8.1.1 Such deduction shall be made only upon submission of a mutually accepted form to the designated representative of the District duly completed and executed by the bargaining unit member and the Association. The Association will provide the District with documentation to show from whom any new dues should be deducted or discontinued.

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

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

8.2 ASSOCIATION DUES AND AGENCY FEE

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

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

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

8.2.3 The Association agrees to defend and indemnify the District for any unit member’s
allegations, claims, actions, suits, settlements, or judgments which arise out of payroll
deductions made by District in reliance on information and notification provided to the District by
the Association. In defending and indemnifying the District, the Association shall have the right
to select legal counsel at its sole option and expense, to control litigation strategies
and decisions, and to determine whether any action or proceeding referred to above shall or
shall not be compromised, resisted, defended, tried, or appealed.

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

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

8.3 FACULTY DONATIONS TO THE DISTRICT

8.3.1 Any faculty member who wishes may make an after-tax donation to the District or the
Shasta College Foundation any time.