SHASTA-TEHAMA-TRINITY JOINT COMMUNITY COLLEGE DISTRICT
MEMORANDUM OF UNDERSTANDING

Prior Experience for Initial Salary Placement
May 6, 2020

This Memorandum of Understanding (MOU) is entered into between the Shasta-Tehama-Trinity Joint Community College District (District) and the Shasta College Faculty Association/CTA/NEA (Association). The parties agree as follows:

1. Article 7, section 7.2.1.3 states, in part, "credit for full-time prior teaching experience for the purpose of establishing salary levels for bargaining unit members shall be granted as up to and including ten (10) years, including vocational instructors."

2. The District and Association share an interest in revising the contract to expand the forms of prior experience creditable for initial salary placement purposes. Specifically, the Parties recognize the value of part-time instruction and graduate teaching in preparing instructional faculty to make immediate positive contributions to the District's academic programs.

3. The Parties acknowledge the District has varied its interpretation and application of prior teaching experience for initial salary placement. The Parties enter this agreement to create consistency and clarity in credit for prior teaching experience.

4. During the term of this agreement, the Parties agree to revise the language of section 7.2.1.3 to state:

   Credit for full-time, part-time, and graduate prior teaching experience for the purpose of placing a new bargaining unit member on the salary schedule shall be granted up to and including ten (10) years, including vocational instructors, for a maximum initial placement at step eleven (11). Prior teaching experience in an accredited elementary, middle school, high school, college, or university will be considered qualifying prior experience. 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. Credit for graduate teaching experience in an accredited graduate degree program, including part-time graduate teaching assignments, will be granted where the bargaining unit 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.

Vocational instructional bargaining unit members in the B category with verified teaching experience related to their discipline as part of their prior occupational experience will be credited with one (1) year of prior experience for each one (1) year of occupational teaching experience. Vocational instructional bargaining unit members in the B category with work experience related to their teaching field will be credited with one (1) year of prior experience for each two (2) years of occupational experience.

5. The Human Resources Department shall notify all full-time unit members hired on or after July 1, 2010 of this change in credit for prior experience within five (5) business days of the Superintendent/President’s signature on this Agreement. The District shall provide an opportunity for those bargaining unit members to submit “Verification of Experience” forms for teaching experience eligible under the terms stated in item 4.a. above to the Human Resources Office. Bargaining unit members must submit completed forms to the Human Resources Office by June 1, 2020. Upon receipt of a completed form, the Human Resources Office shall validate the experience and notify the unit member, in writing, of the acceptance or denial of the experience for determining initial salary placement within five (5) business days. A denial of experience shall state, specifically, the reason(s) the experience does not qualify under this Agreement or could not be validated. Unit members shall have five (5) business days to request reconsideration and provide additional information related to their request. The Associate Vice President of Human Resources and Faculty Association President shall reach mutual agreement on the final determination on any request for reconsideration and notify the unit member in writing within five (5) business days of receipt.

The timeframes stated above may be extended with mutual agreement of the Associate Vice President of Human Resources and Faculty Association President when a bargaining unit member demonstrates a prior employer has not responded timely to a request for verification of experience for reasons beyond the bargaining unit member’s control.
6. Where additional prior experience meets the criteria stated in 4.a above and is validated, the unit member’s initial step placement on the salary schedule shall be reevaluated with the additional experience applied. Where the additional experience granted would have resulted in an increase in the unit member’s initial step placement on the salary schedule, the unit member shall be immediately advanced on the salary schedule the number of additional steps they would have earned under the criteria stated in this Agreement. Unit members in longevity steps will be advanced to the years of service they would have earned where the additional experience granted would have resulted in a higher initial step placement. The Human Resources Office shall notify such unit members of their eligibility for longevity step advancement. Unit members shall remain subject to the requirements of section 7.2.3 “Extended Service Differential” for advancement on the salary schedule.

7. Salary increases resulting from a reevaluation of initial step placement under item 6 above shall be retroactive to the start of the 2018-2019 academic year. Retroactive salary shall be paid within 60 calendar days of the Superintendent/President’s signature on this Agreement.

8. The Association agrees to immediately withdraw all active grievances pertaining to section 7.2.1.3 upon signature on this Agreement by the Association President and District Superintendent/President.

9. The Parties agree to adopt the revisions to 7.2.1.3 stated in item 4.a. above in the Association’s collective bargaining agreement as part of any agreement on a successor contract for the 2019-2020 academic year. The Parties may mutually agree to additional revisions to the language in item 4.a. above for inclusion in the successor contract. If mutual agreement cannot be reached, the language shall be as stated in this item 4.a. of this Agreement. This Agreement shall expire upon ratification of a successor collective bargaining agreement for the 2019-2020 academic year.

10. This agreement does not supersede, constrain, or otherwise alter any other requirements stated in Article 7 of the Academic Master Contract as approved by the Board of Trustees on June 12, 2019.
This agreement is in accordance with state and federal laws, education code provisions, and the Collective Bargaining Agreement.

SHASTA-TEHAMA-TRINITY JOINT COMMUNITY COLLEGE DISTRICT

By: ________________________________

Dr. Joe Wyse
Superintendent/President

SHASTA COLLEGE FACULTY JOINT ASSOCIATION/CTA/NEA

By: ________________________________

Dr. Thomas Martin, President