Agreement between

The Butte-Glenn Community College District

and

The Butte College Education Association

July 1, 2013 – June 30, 2015

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ARTICLE I

AGREEMENT AND RECOGNITION

- 1.1 The articles and provisions contained herein constitute a bilateral and binding Agreement (which shall hereafter be referred to as "Agreement") by and between the Board of Trustees of the Butte-Glenn Community College District (which shall hereafter be referred to as "Board" or "District") and the Butte College Education Association, CTA/NEA, its agents or representatives (which shall hereafter be referred to as "Association" or "BCEA"), an employee organization.
- 1.2 This Agreement is entered into pursuant to The Rodda Act, Sections 3540 et seq. of the California Government Code (which shall hereafter be referred to as "Act").
- 1.3 The Governing Board of the Butte-Glenn Community College District, hereby recognizes the Butte College Education Association, CTA/NEA, as the sole and exclusive representative of those enumerated in the stipulated agreement, executed and attached hereto as Appendix "A1, A2 and A3".
- 1.4 The Board agrees not to negotiate with any other organization in matters upon which the Association is the exclusive representative, and agrees not to negotiate with any member of the unit individually during the duration of this Agreement on matters subject to negotiations.
- 1.5 The Association recognizes the Board as the duly-elected representatives of the people and agrees to negotiate only with the Board's representatives officially designated by the Board to act in its behalf. The Association further agrees that neither it nor any of its members or agents will attempt to negotiate privately or individually with the Board, any Board member, administrator or other person or persons not officially designated by the Board as its representative.
- 1.6 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and over state law to the extent permitted by state law.

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ARTICLE II

NON-DISCRIMINATION

2.1	The Board and Association agree to comply with all pertinent provisions of Title VII of the United States
	1964 Civil Rights Act, and Title IX of the 1972 Education Amendments.

ARTICLE III

ASSOCIATION RIGHTS

- 3.1 <u>Public Information</u> The Association shall be provided with materials and data that are available to the public. When materials are requested that are not readily available in the form requested, the Association shall pay for all staff time and supplies necessary to produce the materials, providing such materials can be produced subject to the time limitations of staff and work priorities.
- 3.2 <u>Board Policies/Administrative Procedures</u> The District shall provide the Association with one (1) book of Board Policies and one (1) book of Administrative Procedures. During the term of this Agreement, the District shall provide copies to the Association of any changes, additions, alterations, or deletions to each document.
- 3.3 <u>Board Minutes</u> The District shall furnish the Association with one (1) copy of all official Board minutes and one (1) copy of each Board agenda packet, excluding all confidential information or materials as defined by applicable law.
- 3.4 Employee Lists The District shall provide the Association with the names, College location address and telephone numbers of academic unit members at intervals not to exceed once per fiscal year upon Association written request. Additional newly hired bargaining unit employees' names, College locations, and telephone numbers shall be furnished as hired during the fiscal year.
- 3.5 <u>Distribution of Materials</u> The Association may distribute organizational literature on District property, provided there is no interference with District business. No one shall be allowed to distribute materials in a manner which distracts employees while performing their duties. Duly authorized communications may be placed by the Association in mailboxes of unit members. Such communications must be dated and bear the Association's identification as the distributor.
- 3.6 <u>Bulletin Board Usage</u>- Duly authorized communications may be placed by the Association on the bulletin boards of the College. Such communications must be dated and bear Association identification as the distributor.
- 3.7 Equipment Usage The Association shall secure prior approval from the Vice President of Administration or designee for the use of District equipment. The Association shall pay for its own supplies whenever the use of District equipment is approved. District requirements shall, at all times, have priority over that of the Association. Any materials produced shall be solely at the expense of the Association.
- 3.8 <u>Telephone Usage</u> The Association shall not cause any long distance telephone calls or any other charges to be billed to the District.
- 3.9 <u>Postage Machine</u> The Association shall not be granted the use of the District postage machine.
- 3.10 <u>Use of Facilities</u> The Association and its members shall have the right to make reasonable and lawful use of available school buildings at reasonable times for meeting purposes subject to requirements of the Civic Center Act and applicable Board policies provided that such use, when applied for, shall be granted if no conflict exists and provided that such use which necessitates custodial overtime shall be compensated by the Association at the current overtime rate of pay. The Association agrees to leave school buildings in the condition found, free of damage or loss other than damage resulting from normal wear and tear.

3.11 Employee Organization Contact Procedures

- 3.11.1 The Association shall provide the Superintendent/President the name(s) of recognized employee organizational representative(s) authorized to discuss organizational matters with District employees. Each notification shall include a statement agreeing to comply with the terms of the contract.
- 3.11.2 The Association shall notify the Superintendent/President, or designee, whenever an authorized representative shall be on campus.
- 3.11.3. The Association representatives shall have access to unit members for Association business during the unit members' non-scheduled hours of instruction or service. In no event shall an Association representative or unit member interrupt or interfere in any way with normal work.
- 3.12 Organizational Security The Board and the Association recognize the right of all employees to form, join and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join or participate in employee organizations or the Association's activities.
- 3.13 <u>Dues Deductions</u> The District will deduct from the pay of Association members and pay to the Association the normal and regular monthly Association membership dues as voluntarily authorized, in writing, by the employee on the District-approved form, subject to the following conditions:
 - 3.13.1 The District agrees to deduct dues in uniform amounts from all eligible Association members with the unit recognized and enumerated in Appendix "A2" who have signed an authorization card for such deduction in a form approved by the District, subject to the following conditions:
 - A. Such deduction shall be made only upon the submission on a District-approved form of a duly-executed and revocable authorization by the employee;
 - B. The District shall not be obligated to put into effect any new, changed, or discontinued deduction unless the change is in the District payroll office prior to the tenth (10th) of the month;
 - C. Association members who have voluntarily authorized dues deductions shall, from year to year, continue to have dues deducted until discontinued in writing;
 - D. Dues shall be deducted from warrants for each month of the ten (10) month fiscal year;
 - E. The Association agrees to indemnify, defend or hold the District harmless against any claims made of any nature whatsoever, and against any claim or suit instituted against the District arising from its collection and deduction of Association dues.
- 3.14 <u>School Calendar</u> District agrees to negotiate on the calendar with Association in order to allow Association input prior to presentation to the Board for final decision.
- 3.15 <u>Release Time</u> A maximum of three (3) authorized unit members of the Association Bargaining Committee shall be released from their regular work duties, with pay, if negotiations meetings with management are scheduled during working hours of the unit members involved.
 - 3.15.1 BCEA unit officers release time of 1.0 FTEF will be divided among unit officers at BCEA's discretion; BCEA will notify the respective Vice President(s) of the planned release not later than June 30 for the following academic year.

- 3.16 <u>Distribution of Contract</u> After the execution of this contract, upon request, the District shall print or duplicate and provide a copy of this contract to every employee in the bargaining unit. Spiral bound, three-hole punched copies of the contract shall be provided to the Executive Board and the BCEA negotiating team within 30 days of Board of Trustee approval. The contract, along with all side letters and memorandums of understanding, shall be posted on the District's Human Resources website.
- 3.17 <u>Management Orientation</u> The District and the Association jointly shall conduct an orientation session, not to exceed two (2) hours, on this Agreement for all unit members.

ARTICLE IV

MANAGEMENT RIGHTS

4.1 The District, on its own behalf and on behalf of the residents thereof, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities not specifically modified by terms and conditions of this Agreement and as provided by law.

ARTICLE V

PERSONNEL FILES

5.1 <u>Personnel Files</u>

- 5.1.1 The official personnel file of each unit member shall be maintained at the District Human Resources Office. No adverse action shall be taken against a unit member based upon written derogatory material which is not contained within the official personnel file, or otherwise made known to the unit member, unless otherwise permitted by law. All material placed in the file shall identify authorship, date of entry, and person placing material in file.
- Unit members shall be provided a copy of derogatory written material before such material is placed within the official personnel file. The unit member may, within ten (10) working days after receiving the material, have attached a written response to the derogatory material for inclusion within the official personnel file. All material placed within the official file must have its inception during the same school year as it is placed in the official personnel file, in no case later than ten (10) days after the end of the fiscal year.
- 5.1.3 The unit member may, within the ten (10) working day period, during working hours, review, initial, date and return such copy through administrative channels to the central administration office.
- A unit member or authorized representative shall have the right, without loss of pay during his/her regular working hours, and during the regular District office business day to examine all materials (except those items which were obtained prior to employment, prepared by identifiable examination committee members or obtained in connection with a promotional examination) contained within the official personnel file. Advance appointments for examination shall be required and scheduled with District representatives.
- 5.1.5 The Association agrees to indemnify and hold harmless the District from any and all claims, demands, suits or any other action arising from an authorized Association representative's examination of the file.
- 5.1.6 Official personnel files are considered confidential and are available for review only to those persons having a legal right or authorization to inspect. The District shall maintain a log, within each personnel file, indicating the persons who have examined the file and the date of such examination.
- 5.1.7 District shall have a representative present when any official personnel file is examined.
- 5.1.8 At the written request of the unit member, derogatory materials shall be sealed in the personnel file after remaining in the file for a period of two (2) years.
- 5.1.9 Day A "day" for the purpose of this contract (except as defined elsewhere) is any day in which the central Administration office of the District is regularly open for business.

ARTICLE VI

EVALUATION

- 6.1 <u>Introduction (Teaching and Student development Unit Members)</u>
 - 6.1.1 Butte College, in a commitment to excellence in education, opens all facets of the educational environment to periodic review and evaluation. The primary intent of this open assessment is to improve the learning environment for students.
 - 6.1.2 Faculty members are at the heart of the instructional process. It is through their ideas and involvement that instructional programs are developed, delivered, and improved. Educational excellence at Butte College is therefore dependent upon the quality of the faculty and upon their continued improvement. The objective of faculty evaluation is to sustain and improve the high quality of the faculty.
 - 6.1.3 Evaluations will be conducted in a spirit of constructive observation, mutual respect, and goodwill. Before the evaluation process begins, the evaluator shall make the following assumptions. The faculty member:
 - A. is a professional and will be treated with all the dignity implied in professionalism;
 - B. has the capacity to correct any deficiencies which might be recognized;
 - C. is committed to improving him/herself as an ongoing process;
 - 6.1.4 The purpose of the faculty evaluation process is to develop and sustain excellence in the performance of duties. Evaluation provides faculty members with official records of their professional service, encourages professional growth and development, and provides a means of recognizing excellent performance. Only if the evaluation process identifies significant inadequacies that do not yield to necessary improvements will evaluation data be used for personnel decisions including recommendations for staff transfer or termination.
 - 6.1.5 The term "teaching" and "instructional" are used interchangeably and refer to those unit members whose primary responsibility is in the classroom. The term "student development" is used to refer to those unit members whose primary responsibility is other than the classroom (a job description other than Section 7.2.1). All unit members are considered "faculty" unless "faculty" is used in a section clearly referring to "teaching" or "student development" only. Classroom is defined as the environment, whether face-to-face or in a distance modality, in which instruction is delivered.
 - 6.1.6 While a unit member is on the BCEA grievance committee, s/he cannot be a peer evaluator.
 - 6.1.7 If an evaluatee feels his/her job is in jeopardy, s/he may have a BCEA representative from the grievance committee at any meeting or classroom/job site observation concerning evaluation. The BCEA representative shall be an observer only and will not participate directly or indirectly in the evaluation process, nor will his/her presence be mentioned in any documentation or discussion.
- 6.2 <u>Guidelines (Teaching and Student Development Unit Members, Including Department Chairs and Coordinators)</u>
 - 6.2.1 Proper evaluation requires:

- A. Clear faculty role expectations. A job description which delineates the areas of responsibility and duties is required for each faculty member.
- B. A close communication network between the unit member and his/her evaluator or evaluators so that honest and meaningful information and perceptions can be exchanged;
- C. A plan and procedures for improving a faculty member's skills and abilities when such needed improvement is recognized by either the unit member or the evaluator. Such improvement plans could include (but are not limited to) the taking of classes, workshops, conferences, voluntary therapy, reading assignments, lesson plan rewrites, classroom observations, peer assistance, etc.; and
- D. A defined process for follow-up on specific improvement plans, activities, or assignments which will be conducted to measure and determine the accomplishment of needed improvements.
- E. Written evaluations/improvements plans shall:
 - 1. Be based on the unit member's job description, areas of responsibility and duties.
 - 2. Include significant data regarding mitigating factors which may influence job performance.
 - 3. Be in terms of observable or verifiable behavior or information.
 - 4. Avoid evaluative conclusions which cannot be supported with verifiable and specific examples, information, or generally accepted criteria of good educational practices.
 - 5. Be based only on job-related criteria and factors.

6. Regular Evaluation

Be available to the instructor for pick up from a regular classified department support employee a minimum of 1 working day prior to any meeting in which the written evaluation will be discussed. At evaluatee's sole discretion, s/he may request that the written evaluation be sent to him/her via Butte Campus email, with the understanding that the email is sent at the evaluatee's sole risk. In the event that a unit member does not receive the written evaluation at least 1 working day before any meeting in which the above will be discussed, the unit member may request that the meeting be re-scheduled one time only.

7. Performance Improvement Plan

Be available to the instructor for pick up from a regular classified department support employee a minimum of 2 working days prior to any meeting in which a performance improvement plan will be discussed. In the event that a unit member does not receive the performance improvement plan at least 2 working days before any meeting in which the above will be discussed, the unit member may request that the meeting be re-scheduled one time only.

6.2.2 The faculty member will be given the widest possible latitude within the parameters of professional conduct so that academic freedom will be preserved.

- A. The faculty member's performance appraisal shall NOT be predicated upon lawful, non-school related personal actions which have no impact on the unit member's job performance or effectiveness as an employee.
- B. The faculty member shall not receive reprisals for exercising freedoms guaranteed by the Constitution of the United States.

6.3 Areas of Instructional Evaluation

- 6.3.1 Areas for faculty evaluation include:
 - A. Teaching and Instruction--Classroom Effectiveness.
 - 1. Plans for and is continually well prepared to teach.
 - 2. Provides organized and effective delivery of instruction.
 - 3. Is courteous to and approachable by students.
 - 4. Is able to relate with students and command their respect.
 - 5. Stimulates student participation.
 - 6. Instruction is consistent with the stated and approved goals and objectives.
 - 7. Shows enthusiasm for the subject matter.
 - 8. Uses effective motivation to create student desire to learn the subject/skill(s).
 - 9. Uses standards of student evaluation that are clear, fair, and followed consistently throughout the course.
 - 10. Requires and evaluates levels of student effort sufficient to determine the mastery of the subject or skills in the course.
 - 11. Grades and returns student assignments and tests in a reasonable period of time.
 - 12. Makes effective use of teaching aids and materials.
 - 13. Is an overall effective teacher.
 - B. Preparation of Up-to-Date Instructional Methods and Materials.
 - 1. Prepares complete course syllabi.
 - 2. Continually revises and updates course contents, methods and materials of instruction.
 - 3. Coordinates course contents and methods with other teachers in the program/discipline.
 - C. Meets and assists students during office hours or by pre-arranged appointment or at other reasonable times.
 - D. Professional Growth (The following are examples of professional growth which may be included in the Self-Evaluation Form).
 - 1. Classes taken.
 - 2. Conferences attended.
 - 3. Professional achievements.
 - 4. Reading and course work taken.
 - 5. Attendance at staff development functions.
 - 6. Visitations to other educational institutions or appropriate businesses, agencies or organizations.
 - 7. Other efforts to improve teaching and individual effectiveness.
 - E. Area and Department Responsibilities.

- 1. Is knowledgeable about and abides by College, Area and Departmental policies, procedures, timelines and targets.
- 2. Orders instructional materials, equipment and textbooks, etc., in a timely fashion.
- 3. Assists in scheduling and staffing functions.
- 4. Works cooperatively with and assists other staff members (especially new instructors).
- 5. Provides information for the development of departmental budgets and monitors expenditures.
- 6. Exercises good judgment in the management and use of facilities, equipment and supplies.
- 7. Attends assigned meetings.
- 8. Initiates and/or participates in overall department-wide program development, maintenance, evaluation, revision, updating and/or expansion of programs.
- 9. Contributes to a sense of Area and Departmental teamwork.
- 10. Does his/her fair share of Area and Departmental duties and responsibilities.
- 11. None of the above (1-10) are to be interpreted as limiting the free expression of any policy differing from that currently in force or proposed, or the active but reasonable pursuit to change the current or proposed policy.

F. College-wide Service.

- 1. Demonstrates a pattern of service on College committees, projects and/or student organizations.
- 2. Participates in faculty/college governance.

G. Community Service.

1. The College values the contributions made to their local communities by the instructional staff. However, such contributions are at the option of the instructor and are not a formal requirement of the full-time College instructor position.

6.4 Student Feedback for Instructors (Tenured and Non-Tenured) (G1)

6.4.1 The college requires that student feedback for instructors/courses be collected a minimum of once each academic year. Additional feedback may be collected if desired by instructor, administrator, or evaluation team. Student feedback is designed to capture the students' perceptions about a given instructor/course and to provide a method for student influence on their educational process. The information shall be made available to the instructor and to relevant parties responsible for maintaining educational excellence.

6.4.2 General Procedures.

- A. The Chief Instruction Officer shall be responsible for managing, conducting, coordinating and processing the Instructor/Course Student Feedback for full-time instructors.
- B. The student feedback component shall be administered to a minimum of two classes per year; one chosen by the dean and the other (a different class) chosen by the evaluatee. Either may choose a course taught in a distance modality, if applicable.
- C. Feedback for tenured faculty shall be collected between the seventh and thirteenth week of the primary term. The faculty member will select the day(s) the feedback is to be collected.

- D. Instructors to be given feedback by their students in a given primary term shall be notified prior to the process taking place. The responsible administrator shall make all arrangements for the conduct of the student evaluation and so advise the instructor.
- E. To allay student fears, student anonymity shall be protected throughout the student feedback process.
- F. The feedback process may be administered in class by a volunteer student, instructional aide or (with instructor agreement) an administrator designated by the Chief Instruction Officer.
- G. Great care shall be taken to see that students understand their role, take the process seriously, are provided adequate time and that student comments are actively solicited and encouraged as a major component of the students feedback.
- H. Only with the written permission of the evaluatee may the evaluation report be based upon information obtained by using videotape or other recording devices in the classroom.
- 6.4.3 The results of the student feedback shall be forwarded to the appropriate administrator for review and analysis.
- 6.4.4 The results of the student feedback (and the feedback forms or copies thereof) shall be made available to the full-time instructor only after all grades for the given primary term have been processed.
- 6.4.5 Students shall never suffer any retaliation for feedback or comments on the evaluation form, or for oral or written comments made to administrative evaluators or their designees.
- 6.4.6 Instructor/Course feedback by students are to be used as one source of evaluative information by evaluators in writing Formal Evaluations of Instructor Performance. Should need be, the original Instructor/Course Feedback forms, as well as the computerized summary, will be placed in the instructor's personnel file.
- 6.4.7 Instructor/Course feedback by students provide a mechanism by which administrators can identify, document and specifically commend instructors who are making significant, positive contributions to the education of students in their classrooms.
- 6.4.8 Negative student feedback (used when instructor is not scheduled for formal evaluation).
 - A. If the student feedback indicate a significant problem or point to a significant weakness in the instructional technique or approach employed by an instructor, the area dean shall make arrangements for a personal meeting with the instructor to discuss the results of the student feedback.
 - B. One of the outcomes of the meeting will be the creation of an improvement plan and/or the scheduling of a classroom observation by the area dean or administrator designated by the area dean. If a mutually agreed upon improvement plan is not developed within twenty (20) working days, an administratively developed improvement plan shall be used.
 - C. With the full knowledge of the instructor, it shall be the responsibility of the area dean to keep a record of the proceedings. The instructor shall be given every opportunity to improve and shall be provided with assistance as needed.

- D. Should any negative aspects of the proceedings be judged important enough for entry into the instructor's personnel file, the instructor shall be notified and afforded the right to respond in writing should he/she so desire.
- 6.4.9 The area dean will review the status of the process with the Chief Instruction Officer and make him/her aware of the results of meetings, observations and the status of any Improvement Plan in progress or in the developmental stages.
- 6.4.10 Specialized student feedback forms (SFFs) currently exist for the fire academy, police academy, LEAD ESL, and science labs. Additional specialized SFFs may be developed by mutual agreement between the District and BCEA. Specialized SFFs for lab and online courses need to be officially approved.

6.5 <u>Instructor Self-Evaluation</u> (G2)

6.5.1 The faculty member will complete a Self-Evaluation form to be submitted to the area dean in conjunction with the preparation of the Formal Evaluation of Instructor Performance.

6.6 Evaluation of Tenured Instructor Performance (G3)

- 6.6.1 The Chief Instruction Officer shall be responsible for implementing and managing the process of instructor evaluations.
- 6.6.2 The Formal Evaluation of Instructor Performance reports shall be written by the supervising deans of instruction or other administrators so designated by the Chief Instruction Officer.
 - A. Formal evaluation reports for regular full-time instructors must be submitted a minimum of at least once each three academic years, and at the option of the instructor, may be conducted during any term or session of instruction.
 - B. Tenured instructors scheduled for formal evaluation will be given the opportunity ten (10) working days prior to the pre-conference to choose either the peer evaluation process (6.6.6) or the department chair/coordinator peer input process (department chair input form acts as the peer evaluator). If the peer evaluation process is selected, the selection process outlined in 6.6.6 A.1 will be used prior to the pre-conference. (Where no unit member department chairperson/coordinator exists, a BCEA designee will serve in the role of the department chairperson/coordinator for the purpose only of mutually agreeing on a faculty designee. Thereafter, the mutually agreed upon faculty designee will serve on the evaluation committee in the role of the department chairperson/coordinator.)
 - C. Formal evaluation reports shall include evaluation and comments on teaching effectiveness, professional growth and currency, and area and departmental responsibilities. Evaluation and/or comments in the area of community service may be included at the option of the faculty member.
 - D. The Formal Evaluation of Instructor Performance Reports shall be based upon data obtained from student feedback, the self-evaluation, normal daily operational interactions, classroom observations, verifiable student comments and observations, peer evaluation, and input from department chairperson/coordinator. (Individual evaluation forms from classroom visits and other student feedback forms (SFFs) are not given to the instructor until final grades are posted whereupon the instructor may make further comments on the evaluation report covering that class.)

- E. The Department Chairperson/Coordinator Input Form (G4) will be attached as a part of each evaluation and will be placed in the instructor's personnel file along with all other evaluation documentation.
- F. The Formal Evaluation Report shall provide for narrative comments by both the evaluator and the instructor.
- G. The evaluator and faculty member shall sign the Formal Evaluation Report of Instructor Performance. The instructor signature indicates only that the instructor has read and understands the contents of the report.
- H. The original copy of each Formal Evaluation Report (and any related substantiating information) shall be forwarded to the Human Resources Office for inclusion in the instructor's personnel file. Copies of the Formal Evaluation Report of Instructor Performance shall be provided to the instructor and to his/her immediate dean.
- 6.6.3 Classroom observations shall be performed by the appropriate supervising dean or other administrator, so designated by the Chief Instruction Officer. At least one classroom observation must be conducted before a Formal Evaluation of Instructor Performance is prepared. Components of a classroom observation include a pre-conference, observation and data collection, a post-conference, and an Instructor Improvement Plan (if necessary).
 - A. A pre-conference is an informational meeting between evaluator(s) and the instructor which may include but is not limited to lesson plans, course syllabi, course and class goals, selection of standardized option for soliciting student input (G5) and objectives for the period of observation and data collection. If there is no improvement plan in place, and if the faculty member has chosen the Department Chair/Coordinator process, the preconference may be waived with the agreement of both the faculty member and the district.
 - B. The classroom observation and/or data collection component of a classroom observation is an active, systematic, and purposeful process which requires the observer to assess teacher-student interaction. Data collection includes evaluator soliciting student input using the standardized options.
 - C. Evaluators are expected to ask questions and obtain clarification from evaluatee during (if appropriate) and immediately after the classroom observation.
- 6.6.4 The final written Evaluation Report of Instructor Performance shall be composed of the following:
 1) the Butte College Formal Evaluation of Instructor Performance form, 2) narrative comments on matters of substance by the evaluator(s) (including data from student evaluations, solicited student comments obtained during classroom observation, and information from Department Chair/Coordinator Input Form), and 3) teacher comments in response to the evaluation, if desired.
- 6.6.5 Post-Observation and Evaluation Summary Conference.
 - A. An Evaluation Summary Conference with the evaluatee shall be mutually scheduled by the evaluator(s) and evaluatee. However, if mutual agreement is not reached after 10 working days the evaluating administrator shall schedule the conference giving a 5 working day notice to evaluatee. The written evaluation report should be reviewed by the instructor before a discussion of the evaluation's contents. The discussion should focus on sustaining or improving instructional effectiveness.

- B. Instructor Improvement Plans if necessary (see Appendix) are the logical product of Evaluation Summary Conferences. The instructor and the evaluator(s) should work cooperatively to identify areas of strength, which should be noted by evaluators and hopefully continued by the instructor. Also, ideally any high priority areas needing improvement or strengthening should be honestly discussed and improvement goals, objectives and methods jointly developed.
- C. Improvement plans shall be in written form.

6.6.6 Optional Peer Evaluation for Tenured Faculty

- A. Selection of peer evaluator.
 - 1. A tenured peer evaluator (any faculty member who has completed a District and BCEA sponsored in-service training session specifically designed for peer evaluation—the evaluatee is encouraged to select a peer from within his/her department) will be selected by mutual agreement between the evaluatee and area dean or other administrator as designated. In those cases where mutual agreement cannot be reached, the evaluatee and appropriate administrator will each select three faculty names. Each will then cross off one name from the list leaving four names. The remaining names will then be placed in an appropriate container. The evaluatee will then draw from the container. The name drawn will be the peer evaluator. A faculty member if asked is obligated to participate in at least one peer evaluation every two years.
 - 2. The area dean or other administrator as designated and peer evaluator will work as a team to perform the instructor evaluation.
 - 3. The peer evaluator and area dean will follow the same procedures used for the formal evaluation outlined in 6.6.2 A-G, 6.6.3 A and B, 6.6.4 A-E and 6.6.5 A, B and C.
 - 4. After the classroom observation the area dean (or other designated administrator) and peer evaluator will separately write the evaluation report.
 - 5. The area dean (or other designated administrator) and peer evaluator will meet to compare their reports and by mutual agreement merge the two reports into one final document.
 - 6. If mutual agreement cannot be reached, a second observation of a different class will be performed.
 - 7. If no agreement is reached after the second observation, the Chief Instruction Officer will select another administrator and the instructor will select another peer and repeat the process.
 - 8. If the new team fails to reach agreement the administrator will write the formal report and the peer will write a minority report that shall be attached to the final report.

6.6.7 Peer Evaluation for Probationary Faculty

- A. The evaluatee is to be given copies of all documentation ten working days before it is sent to the Chief Instruction Officer. (Individual evaluation forms from classroom visits and other student evaluation forms (SFFs) are not given to the instructor until final grades are posted whereupon the instructor may make further comments on the evaluation report covering that class.)
- B. The evaluation team shall consist of:
 - 1. The appropriate area dean or other administrator as designated, appointed by the Chief Instruction Officer.
 - 2. The department chairperson/coordinator or (if the chairperson/2013-15 BCEA Contract

coordinator cannot serve on the team) a faculty designee selected by mutual agreement between the area dean and the chairperson/
coordinator. If mutual agreement cannot be reached, use method outlined in 6.6.6
A.1. (Where no unit member department chairperson/coordinator exists, a BCEA designee will serve in the role of the department chairperson/coordinator for the purpose only of mutually agreeing on a faculty designee. Thereafter, the mutually agreed upon faculty designee will serve on the evaluation committee in the role of the department chairperson/coordinator.)

- 3. A tenured peer evaluator(s) (any tenured faculty member who has completed inservice training as specified in 6.6.7 B.5.—the evaluatee is encouraged to select a peer from within his/her department) chosen by the evaluatee. Eight hours of flex credit per primary term may be given if requested by peer evaluator.
- 4. In the event that the evaluation team or the evaluatee wishes to bring in a content expert, by mutual agreement between the area dean and the evaluatee they may select an individual from inside or outside the institution.
- 5. Any peer evaluator (including the chairperson/coordinator) shall have completed a District and BCEA sponsored in-service training session specifically designed for peer evaluation. The training for newly tenured faculty (or other faculty who have missed the training sessions) will be offered at the fall faculty institute as needed and at the spring faculty institute as needed. All tenured faculty must attend a required workshop to be trained at least once in their career. Flex credit will be available. A faculty member if asked is obligated to participate on at least one evaluation team every eight years (for a non-tenured faculty member).

6.6.8 Responsibilities and Timeline of the Evaluation

- A. The chairperson of the evaluation team shall be the area dean or other administrator as designated.
- B. A preliminary meeting with the probationary faculty member and all members of the team shall be held by the end of the sixth week of instruction of the first primary term of employment. At the initial meeting, called by the team chair, the following shall be covered.
 - 1. Explanation of the evaluation process.
 - Establishment of the timeline for the completion of all components of the evaluation process.
- C. The evaluation team will have the responsibility of administering the student evaluation. It will include:
 - 1. Administering the student feedback component to a minimum of two classes, one chosen by the team and the other (a different class) chosen by the evaluatee. The evaluatee will choose the day(s) the student feedback will be collected. Within the timelines of 6.6.8 B.2 above, the student evaluation will be administered to different classes than those visited by the team. Either may choose a course taught in a distance modality if applicable.
- 6.6.9 All evaluation team members will serve until such time as the contract employee is granted tenure or is terminated.
 - A. If a replacement of the peer evaluator is required, the evaluatee will select another peer.

- B. If a replacement of the chairperson/coordinator or faculty designee is required, another person will be selected by mutual agreement between the chairperson/coordinator and the dean.
- C. If the evaluatee wishes the chairperson/coordinator or faculty designee or peer evaluator to be replaced because of personal or professional differences (not the specific content of the evaluation), s/he may appeal to the LTPA Committee (see 6.6.6).
- 6.6.10 The Formal Evaluation for non-tenured faculty shall follow the same procedures outlined in the BCEA contract for tenured faculty (pre-conference, observation, post-conference, written evaluation, and an instructor improvement plan if necessary). Exceptions are as follows:
 - A. A coordinator or chairperson in a related area will be chosen.
 - B. There will be a minimum of one evaluation per year by the evaluation team, with a minimum of one joint class visit by all team members. The class will be mutually agreed upon by the team and evaluatee. If agreement on which class is to be visited cannot be reached, there will be a minimum of one evaluation per primary term by the evaluation team, each with a minimum of one joint class visit by all team members. One class will be chosen by the team, the other will be chosen by the evaluatee. Each visitation date will be selected by mutual agreement among all concerned. Either the evaluatee or the team or the team may request further class visits. These must be different from the classes in which student feedback forms (SFFs) are being completed.
 - 1. The evaluation shall be conducted during the first primary term of employment, and thereafter, a minimum of once a year during the instructor's probationary status.
 - C. In the event that one or more of the required components of a formal evaluation cannot be completed due to circumstances related to the unit member's employment, such as illness or absence, the evaluation report will be based on components that have been completed.
 - D. Each team member will submit his or her own written evaluation to the team chairperson. If consensus is possible, a single evaluation by the team chairperson will be written. Otherwise, each team member will submit his or her own evaluation with one of the recommendations stated in 6.6.10 D. Each team member will review the final report(s) before it is sent to the LTPA Committee. (See G10.)
 - E. The evaluatee is to be given copies of all documentation (except as stated in 6.6.2D and 6.6.7.A) ten (10) working days before it is sent to the Tenure Committee. After the evaluatee discusses the documentation with the evaluation team, the team may revise the documentation and the evaluatee may submit a written response included in the materials sent to the LTPA Committee.
 - F. Prior to the last day of the Fall primary term, the team shall jointly or separately submit all documentation (including their recommendation) to the LTPA Committee.
 - 1. If a contract employee is working under his or her first contract, the team shall elect one of the following alternatives (E.C. 87608):
 - a. Not enter into a contract for the following academic year.
 - b. Enter into a one year contract for the following academic year.
 - c. Employ the contract employee as a regular employee for all subsequent academic years.

- 2. If a contract employee is working under his or her second contract, the team shall elect one of the following alternatives (E.C. 87608.5):
 - a. Not enter into a contract for the following academic year.
 - b. Enter into a two year contract for the following two academic years.
 - c. Employ the contract employee as a regular employee for all subsequent academic years.
- 3. If a contract employee is employed under his or her third consecutive contract entered into pursuant to Section 87608.5, the team 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.

6.7 Areas of Student Development Evaluation

- 6.7.1 Rating student development faculty should be based on the job description.
- 6.7.2 Areas of Evaluation.
 - A. Job specific.
 - 1. Work attitudes.
 - 2. Competency.
 - 3. Initiative.
 - 4. Attitude toward students.
 - 5. Attitude toward staff.
 - B. Professional growth.
 - 1. Course work taken.
 - 2. Conferences attended.
 - 3. Professional achievements.
 - 4. Reading of professional material related to job.
 - 5. Attendance at staff development functions.
 - 6. Visitations to other educational institutions or appropriate businesses, agencies or organizations.
 - 7. Other efforts to improve individual effectiveness.
 - C. College-wide service.
 - 1. Demonstrates a pattern of service on College committees, projects and/or student organizations.
 - 2. Participates in faculty/college governance.
 - D. Community service.
 - 1. The College values the contributions made to the local community by the faculty. However, such contributions are at the option of the faculty member and are not a formal requirement of the full-time college faculty member position.

6.8 Formal Evaluation of Student Development Faculty Performance

- 6.8.1 The Chief Instruction Officer shall be responsible for implementing and managing the process of evaluation.
- 6.8.2 The Formal Evaluation of Student Development Faculty Performance reports shall be written by the supervising or designated administrator.
 - A. Formal Evaluation of Student Development Faculty Performance reports for probationary faculty must be completed a minimum of once each academic year.
 - B. Formal Evaluation reports for regular full-time faculty must be submitted a minimum of at least once each three academic years.
 - C. Tenured student development unit members scheduled for formal evaluation shall be given the opportunity ten (10) working days prior to the pre-conference to choose either the peer evaluation process (6.6.6) or the department chair/coordinator input process (department chair/coordinator form acts as peer evaluation). If the peer evaluation process is selected, the selection process outlined in 6.6.6 A. 1 will be used prior to the pre-conference.
 - D. Formal Evaluation reports shall include evaluation and comments on job effectiveness, professional growth and currency, and area and departmental responsibilities. Evaluation and/or comments in the area of community service may be included at the option of the faculty member.
 - E. The Formal Evaluation of Student Development Faculty Performance reports shall be based upon data obtained from normal daily operational interaction, job site visitations, peer evaluation, and input from department chairpersons and coordinators where appropriate.
 - F. The Coordinator Input form (G11) will be attached as a part of each evaluation and will be placed in the faculty member's personnel file along with all other evaluation documentation. In those cases where the regular faculty member selects the peer evaluation process, the department chair/coordinator input form will not be attached as part of the documentation.
 - G. The Formal Evaluation report shall provide for narrative comments by both the evaluator and by the faculty member.
 - H. The evaluator(s) and faculty member shall sign the Formal Evaluation of Student Development Faculty Performance reports. The faculty member signature indicates only that the faculty member has read and understands the contents of the report.
 - I. The original copy of each Formal Evaluation report (and any related substantiating information) shall be forwarded to the Personnel Office for inclusion in the faculty member's personnel file. Copies of the Formal Evaluation of Student Development Faculty Performance report shall be provided to the faculty member and to his or her immediate dean.
- 6.8.3 Job site visitations shall be performed by the appropriate supervising dean or other administrator, so designated by the Chief Instruction Officer. At least one job site visitation must be conducted before a Formal Evaluation of Student development Faculty performance report is prepared. Components of a job site visitation include a pre-conference, observation and data collection, a post conference, and an improvement plan, if necessary.

- A. A pre-conference is an informational meeting between evaluator(s) and the evaluatee which may include, but is not limited to, expected outcomes of the on-site visit by the evaluators and objectives for the period of time of the observation and data collection.
- B. The job site observation and data collection component is an active, systematic, and purposeful process which requires the observer(s) to assess the evaluatee's effectiveness relative to his/her job description.
- C. Evaluators are expected to ask questions and obtain clarification from evaluatee during (if appropriate) and immediately following the observations.
- 6.8.4 The final written Formal Evaluation of Student Development Faculty Performance shall be composed of three elements: 1) the Butte College Formal Evaluation of Student Development Faculty Performance form (G7), 2) narrative comments on matters of substance by evaluator, and 3) faculty member comments in response to the evaluation, if desired.
- 6.8.5 Post-Observation and Evaluation Summary Conference.
 - A. An evaluation summary conference with the evaluatee shall be mutually scheduled by the evaluator(s) and evaluatee. However, if mutual agreement is not reached after ten (10) working days the designated administrator shall schedule the conference giving five (5) working days' notice to the evaluatee. The written evaluation report should be reviewed by the faculty member before a discussion of the evaluation's contents. The discussion should focus on sustaining or improving effectiveness.
 - B. Faculty Member Improvement Plans, if necessary, are the logical product of the evaluation summary conference. The faculty member and the evaluator(s) should work cooperatively to identify areas of strength, which should be noted by administrators and hopefully continued by the faculty member. Ideally, any high priority areas needing improvement or strengthening should be honestly discussed and improvement goals, objectives and methods jointly developed.
 - C. Improvement plans shall be in written form.

6.9 Peer Evaluation for Tenured Student Development Faculty

- 6.9.1 When a student development faculty member selects the peer evaluation option, the following procedures are to be used.
 - Selection of Peer Evaluator.
 - 1. A tenured peer evaluator (any faculty member who has completed a District and BCEA sponsored in-service training session specifically designed for peer evaluation) will be selected by mutual agreement between the evaluatee and appropriate dean or other appropriate administrator. In those cases where mutual agreement cannot be reached the evaluatee and appropriate administrator will each select three faculty names. Each will then cross off one name from the list leaving four names. The remaining names will then be placed in an appropriate container. The evaluatee will then draw from the container. The name drawn will be the peer evaluator. A faculty member if asked is obligated to participate in at least one peer evaluation every two years.
 - 2. The dean or other administrator as designated and the peer evaluator will work as a team to perform the faculty evaluation.

- 3. The peer evaluator and appropriate administrator will follow the same procedures outlined in 6.8.
- 4. After the job site observation the dean (or other administrator as designated) and peer evaluator will separately write the evaluation report.
- 5. The dean (or other administrator as designated) and peer evaluator will meet to compare their reports and by mutual agreement merge the two reports into one final document.
- 6. If mutual agreement cannot be reached, a second job site visit will be performed.
- 7. If no agreement is reached after the second observation, the Chief Instruction Officer will select another administrator and the instructor will select another peer and repeat the process.
- 8. If the new team fails to reach agreement, the administrator will write the formal report and the peer will write a minority report that shall be attached to the final report.

6.10 Peer Evaluation for Probationary Student Development Unit Members

6.10.1 The evaluation team will consist of:

- A. The student services dean or administrative designee appointed by the vice president.
- B. The director/coordinator when appropriate or (if no coordinator exists or the coordinator cannot serve on the team) a unit member designee selected by mutual agreement between the appropriate administrator and the evaluatee. If no mutual agreement is reached, use process outlined in 6.6.6.A.1.
- C. A tenured peer evaluator(s) (any tenured faculty member who has completed in-service training as specified in 6.10.1 E.) chosen by the evaluatee.
- D. In the event that the evaluation team or the evaluatee wishes to bring in a content expert, by mutual agreement between the appropriate administrator and the evaluatee they may select an individual from inside or outside the institution.
- E. Any peer evaluator (including the director/coordinator) shall have completed a District and BCEA sponsored in-service training session specifically designed for peer evaluation. The training for current tenured faculty will be done during the first year of this contract at the fall (and spring, if needed) faculty institute. Thereafter, newly tenured faculty (or current faculty who missed the initial training sessions) must attend a required workshop to be trained. A faculty member if asked is obligated to participate on at least one evaluation team every eight years (for a non-tenured faculty member).

6.10.2 Responsibilities and Timeline of the Evaluation.

- A. The chairperson of the evaluation team shall be the dean or appropriate administrative designee.
- B. A preliminary meeting with the probationary faculty member and all members of the team will be held by the end of the fifth week of instruction of the first primary term of employment. At the initial meeting, called by the team chair, the following will be covered:
 - 1. Explanation of the evaluation process.
 - 2. Establishment of the timeline for the completion of all components of the evaluation process.

- C. An evaluatee may, if s/he feels his/her job is in jeopardy, have a BCEA representative at any meeting or job site observation concerning evaluation. The BCEA representative shall be an observer only and will not participate directly in the evaluation process, nor will his/her presence be mentioned in any documentation or discussion.
- 6.10.3 All evaluation team members will serve until such time as the probationary faculty member is granted tenure or is terminated.
 - A. If the replacement of the peer evaluator is required, the evaluatee will select another peer.
 - B. If the replacement of the chairperson/coordinator or faculty designee is required, another person will be selected by mutual agreement between the chairperson/coordinator and the dean or appropriate administrator.
 - C. If the evaluatee wishes the chairperson/coordinator or faculty designee or peer evaluator to be replaced because of personal or professional differences (not the specific content of the evaluation), s/he may appeal to the LTPA Committee.
- 6.10.4 The Formal Evaluation for Probationary Student Development faculty shall follow the same procedures outlined in 6.8 of the contract for tenured student development faculty (preconference, job site observation, post-conference, written evaluation, and an improvement plan, if necessary). Exceptions are as follows:
 - A. There will be a minimum of one evaluation per year by the evaluation team, with a minimum of one job site visit by all team members. The job site visit will be mutually agreed upon by the team and evaluatee. If agreement on which job site is to be observed cannot be reached, there will be a minimum of one evaluation per primary term by the evaluation team, each with a minimum of one joint observation by all team members. One job site visit will be chosen by the team, the other will be chosen by the evaluatee. Each observation date will be selected by mutual agreement among all concerned. Either the evaluatee or the team may request further observations. These must be different job site visits from other student feedback forms (SFFs).
 - 1. The evaluation shall be conducted during the first primary term of employment, and thereafter, a minimum of once a year during the student development faculty's probationary status.
 - B. In the event that one or more of the required components of a formal evaluation cannot be completed due to circumstances related to the unit member's employment, such as illness or absence, the evaluation report will be based on components that have been completed.
 - C. Each team member will submit his/her own written evaluation to the team chairperson. If consensus is possible, a single evaluation by the team chairperson will be written. Otherwise, each time member will submit his/her evaluation with one of the recommendations stated in 6.6.10 D. Each team member will review the final report(s) before they send it to the LTPA Committee.
 - D. The evaluatee is to be given copies of all documentation ten (10) working days before it is sent to the LTPA Committee. After discussing the documentation with the evaluation team the team may revise the documentation and the evaluatee may submit a written response included in the material to the LTPA Committee.

- E. Prior to of the last day of the Fall primary term the first, second and fourth year for a probationary faculty member, the team shall jointly or separately submit all documentation including a recommendation to the LTPA Committee.
 - 1. If a faculty member is working under his or her first contract, the team 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.
 - c. Employ the faculty member as a regular tenured employee for all subsequent academic years.
 - 2. If a faculty member is working under his or her second contract, the team 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.
 - c. Employ the faculty member as a regular employee for all subsequent academic years.
 - 3. If a faculty member is employed under his or her third consecutive contract team 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.
- 6.11 Temporary, full-time unit members hired under Ed Code 87480.
 - 6.11.1 Temporary, full-time unit members will be evaluated by the same procedures as for tenure track unit members as described in this article and by the same overall timeline (for the first four years each primary term (Section 6.6.10.A) or once a year (Section 6.6.10.A.l) and thereafter at least once every three years (Section 6.6.2.A)).
 - 6.11.2 For temporary, full-time unit members whose hiring date is not July 1, a workable timeline similar to Appendix G10 (with special consideration for the absence of chairs and peers in the summer) must be worked out between the District and BCEA 60 days after the date of hire.
- 6.12 Full-time unit members who participate in the evaluation of part-time faculty shall be held harmless by the District for their involvement in the evaluation process. Peer evaluators who primarily perform bargaining unit duties are not supervisory or management employees as a result of performing peer evaluation duties. Education Code 87610.1(e).
- Department Chair/Coordinator Evaluation
 Department chairs will be evaluated in the first and third year of his/her first term. If appointed to a second term, evaluations will be performed in the fifth year. Additional formal evaluations may be initiated by administration or requested by faculty based on significant administrative or faculty concerns regarding unit member's fulfillment of general scope of responsibilities of an instructional department chairperson. (Ref. Appendix E 7.2.13 and Appendix G15)

ARTICLE VII

WORKLOAD

- 7.1 The District shall have a WSCH/FTE target of 530.
- 7.2 Duties and responsibilities for teaching and student development faculty members as listed below are included as Appendix E.
 - 7.2.1 Full-time instructor
 - 7.2.2 Counselors 199 days
 - 7.2.3 Learning Disabilities Specialist
 - 7.2.4 Reference Librarian A 177 days; Reference Librarian B 199 days
 - 7.2.5 Coordinator of Job Placement and Work Experience 221 days
 - 7.2.6 Learning Resource Specialist 199 days
 - 7.2.7 Coordinator for the Center for Academic Success 199 days
 - 7.2.8 EOPS Financial Aid Specialist/Counselor 199 days
 - 7.2.9 EOPS Counselor 199 days
 - 7.2.10 Coordinator of Counseling Services 199 days
 - 7.2.11 Instructional Department Chairs/Coordinators
 - 7.2.12 Career Counselor 199 days
 - 7.2.13 Disabilities Specialist 199 days
 - 7.2.14 EOPS Coordinator 221 days
 - 7.2.15 Athletic Trainer -199 days
 - 7.2.16 Staff Development Coordinator 199 days
 - 7.2.17 Mesa Project Director 199 days
 - 7.2.18 Associated Students and Student Activities Advisor 30 hours per week, 10 months per year
 - 7.2.19 Coordinator of Transfer Center 199 days
 - 7.2.20 Distance Learning Coordinator

7.3 Loads

7.3.1 Teaching Loads

- A. For purposes of calculating load:
 - 1. One hour lecture equals 1/30 of a regular load.
 - 2. One hour lab, activity or studio equals 1/38 of a regular load.
- B. The appropriate dean or designee shall assign all of the classes (regular load, banked and extra pay) a unit member will teach for the year.
- C. The dean or designee will select from the assigned classes to establish the unit member's regular load at between 96.5% and 103.5% per 7.3.1 A above, but also as close to 100% as possible. Only complete assignments can be used in this calculation. "Assignments" is defined as a component of instruction (lecture, lab, etc.) assigned to unit member.
- D. In the event that several arrangements of classes to be counted for regular load result in load calculations that are equidistant from 100%, the specific arrangement of class assignment to be taught for regular load will be determined by a coin toss.

- E. In general, a unit member's load will be balanced between Fall and Spring term; however, the load assignments for each term are not required to be equal.
- F. If the load calculation for that year exceeds 103.5%, and there is no arrangement of assigned classes that will result in a regular load assignment within the range defined in 7.3.1 C, then the units from a complete class from any term of that year can be divided so that sufficient units (lecture or lab) can be added to the regular load to bring it as close to 100% (ties decided per 7.3.1D).
- G. If a unit member's Spring schedule is not known at the time of his/her Fall Primary term assignment, then his/her regular Fall Primary term load will be assigned between 46.5% and 53.5% but also as close to this range as possible per 7.3.1A above. In this event, the assignment of classes, for the remaining terms of the year, will be made in accordance with 7.3.1C, 7.3.1D and 7.3.1F. Overload classes completed in the Fall term will not be included in the calculation of annual regular load per 7.3.1C.
- H. A unit member will receive extra pay or banked load for each complete class assignment taught above his/her regular load. If an additional assignment keeps the unit member within the variance (as per section 7.3.1 D) that assignment will not be considered overload. A unit member's load will be considered set at census point.

I. Load Banking

1. All unit members, both teaching and student development, regardless of regular work duties, may bank classes they teach. See 11.10.2 and 11.12.1.D and/or Article XXI for submitting proposals for the accumulation of overload hours for the purpose of taking banked leave.

7.3.2 Special Loads

A. The following courses/programs will have annual load hours as follows:

EMT 111, 203	(48) hours
Fire Science 24 and above	(48) hours
Administration of Justice/	
Law Enforcement 130 and above	(48) hours
Real Estate	(36) hours
CS 351	(68) hours
CS 352	(68) hours
Nursing Assistant	(36) hours
LVN	. (36) hours
ADN	(36) hours
Respiratory Therapy and	(36) hours
EMT/Paramedic	

B. Adult/Special Education/Handicapped Work Year/Teaching Load

The Special Education/Handicapped program (only the two current positions at the Chico Work Training Center) operates for approximately 250 days during the calendar year. The work year for instructors in this program shall be 210 days. The assignment of days will be flexible in order to meet the needs of the students as well as the instructor. Special Education instructors may take leave at any time during the year upon prior approval of the Chief Instruction Officer. The teaching load will be 35 hours

per week, a minimum of six hours per day in the classroom and the remainder to be used for preparation, meetings, office hours, etc.

- C. Except for the courses or programs listed in Sections 7.3.2.Aor 7.3.2.B, the load for all classes is as stated in Section 7.3.1.
- D. Any full-time faculty member who teaches an overload in these areas will be paid on the "full-time overload & non-instructional hourly salary schedule (without equity enhancement)" for those hours above the maximum load. The formula pertaining to lecture and lab does not apply. Schedule will reflect base steps from the "hourly rate salary schedule for associate faculty" without equity enhancement.
- 7.3.3 Each varsity sport will equal three (3) activity hours per sport.
- 7.3.4 Unit members who are assigned less than a full teaching load as shown in 7.3 shall first have prior approval of the Chief Instruction Officer.
- 7.3.5 For large classes that are not open-entry/open-exit, 65-95 students equals double load. Ninety-six or more students equals triple load. Count will be taken at the point of census to determine the number of students in a class for overload purposes. The extra load may be used as part of the regular load, banked, or extra pay.
- 7.3.6 For both normal load and overload purposes, the following three-unit writing courses are considered the equivalent of four lecture hours each: ENGL 119, 2, 4, 6.
- 7.4 Instructional unit members will schedule a minimum of five (5) on-campus office hours per week.

In the event the unit member teaches online classes, office hours will be adjusted proportionally between online and face-to-face instruction. Online office hours will be designated as time a unit member spends at the computer so students can be in synchronous contact with the instructor. Should the proportional division of office hours result in an office hour divided between face-to-face and online, the hour will contribute to the face-to-face portion of the office hours.

- 7.4.1 An office hour will be a minimum of fifty (50) minutes.
- 7.4.2 Associate deans shall review unit members' office hour schedules, and where student needs require, shall make changes.
- 7.4.3 Each instructional unit member will attempt to schedule at least one office hour daily (Monday through Friday).
- 7.5 Teaching loads may be divided among day classes and extended day (evening) and/or outreach classes to complete a teaching load as prescribed in 7.3. If possible such assignment shall not extend over more than a ten (10) hour time span unless requested by a unit member.

Classroom faculty responsibilities represent a 40-hour work week. Variations with faculty work weeks may occur with specialized programs. (See appendix E 7.2.1 Academic Job Descriptions, Full-time College Instructor).

- 7.6 <u>Non-classroom staff responsibilities represent a forty-hour week.</u>
- 7.7 Non-classroom staff assigned to classroom duties shall have two hours of time deducted from their schedule for each hour of instructional time.

- 7.7.1 Student development unit members may teach during the day with Vice President or designee approval and make up hours in accordance with a pre-approved plan.
- 7.8 Unit members may request a reduced teaching or work load with a proportionate reduction in salary for a one (1) year period or less.
 - 7.8.1 All such requests shall be made in writing to the Chief Instruction Officer and the Superintendent/President prior to being reviewed and acted on by the Board.
- 7.9 199 day work year contract (eleven months).
 - 7.9.1 Upon recommendation of the Superintendent/President and approval of the board of trustees, non-classroom unit members may have a work year of 199 days (eleven months).
- 7.10 221 day work year contract (twelve months).
 - 7.10.1 Upon recommendation of the Superintendent/President and approval of the board of trustees, non-classroom unit members may have a work year of 221 days (twelve months).
- 7.11 The work year.
 - 7.11.1 The work year for all unit members shall be one-hundred seventy-five (175) instructional days and a maximum of two (2) additional days for college institutes as designated by management, except for those non-classroom unit members as noted in section 7.2.
 - 7.11.2 The board will annually adopt a calendar for the fiscal year.
 - 7.11.3 The work week shall be Monday through Saturday.
 - 7.11.4 The work day for members of the unit shall be defined as follows:

7:00 a.m. to 11:00 p.m. Monday through Thursday 7:00 a.m. to 8:00 p.m. Friday

If Saturday work is required to complete a unit member's teaching load, a unit member and management will consult prior to making a Saturday assignment (excluding those assignments provided under Appendix D, Additional Duties Compensation Schedule).

- 7.11.5 Except for the work year specified in Section 7.3.2 A, all unit members have a work year of 177 days.
 - A. During the District summer-hours period (determined under the provisions of the CSEA agreement), student development unit members, with the exception of the Athletic Trainer and counselors, will work a nine and one-half (9 ½) hour per day, four (4) day week rather than a standard eight (8) hour per day, five (5) day week. The Athletic Trainer schedule, during the summer-hours period, will be determined by the Athletic Director. The counseling schedule, during the summer-hours period, will be determined by the Vice President of Student Services. This nine and one-half (9 ½) hour per day, four (4) day week will equal five (5) work days for workload purposes under the provisions of Article 7.2.

7.12 Flexible Calendar Agreement

7.12.1 Instructional Faculty - Contract/Non-Contract

The instructional calendar includes 175 days of instruction. Staff Development days will be those designated each year in the Academic Calendar.

All published Flex Activities are automatically approved for flex credit and do not require an "Individual Activity Contract". Faculty who wish to fulfill their flex requirement with a project of their own must submit an "Individual Activity Contract". After reviewing each Individual Activity Contract to see that it is in accordance with Title V regulations, the appropriate administrator shall sign the Individual Activity Contract. In a situation where the proposed Individual Activity Contract is not approved by the appropriate administrator, a faculty member may, within ten days, appeal the decision in writing for review by the Flex Committee. The scope of review by the Flex Committee is limited to those materials previously presented to the appropriate administrator.

In the event the faculty member proposes an alternative Individual Activity Contract or presents new materials, those materials must be again presented to the appropriate administrator prior to seeking review by the Flex Committee. The Flex Committee shall review the proposed faculty Individual Activity Contract and shall make a recommendation to the Chief Instruction Officer. The decision of the Chief Instruction Officer is final.

Notwithstanding the right of the district not to release instructors from teaching or other assigned responsibilities if it is deemed in the best interest of the district, the Chief Instruction Officer will approve the Individual Activity Contract if it is in accordance with Title V regulations and district needs. The decision of the Chief Instruction Officer is final.

Individual Activity Contracts submitted by contract instructors shall constitute contractual obligations as outlined in the unit contract. Specifically, instructors shall have a six (6) hour per day scheduled commitment for each day in lieu of instruction (flex day). A prorated number of staff development days will be computed for instructors on reduced or augmented contract, partial contract and sabbatical leave assignment.

7.12.2 Non-classroom academic staff and other categories not considered as traditional instructional staff.

With his/her supervisor's approval, the above staff may attend scheduled Staff Development/flex activities. In a situation where such a request is not approved, the individual may appeal the decision in writing to the Chief Instruction Officer, whose decision in the matter is final. In a situation where an Individual Activities Contract is not approved, the procedure is the same as for classroom academic staff. The district reserves the right not to release staff if it is deemed in the best interest of the district.

7.12.3 Continuance of the flexible calendar.

The board of trustees retains the right to determine, after consultation with faculty and staff, whether to continue the flexible calendar format for subsequent academic years.

7.12.4 If a unit member does not accomplish all of his or her required flex hours, those hours paid and not worked will be deducted from the member's personal leave. Once personal leave has been exhausted, the balance of the hours paid and not worked will be deducted from the member's sick leave.

- 7.13 <u>Summer Session</u> Unit members will be given consideration for summer session assignments.
- 7.14 Unit members are limited to one course per primary term or four contract hours as an extra assignment.

 Compensation shall be paid on the "full-time faculty overload and non-instructional hourly salary schedule (without equity enhancement)". Schedule will reflect base steps from the "hourly rate salary schedule for associate faculty" without equity enhancement.

Should the unit member be currently placed on a Faculty Improvement Plan (Appendix G6), the member may not be eligible for extra assignments at the administrator's/designee discretion until the plan is concluded. Exceptions may be granted by the Chief Instructional Officer.

- 7.15 <u>Instructional Department Chairpersons/Coordinators</u> Instructional department Chairpersons/Coordinators may serve for a three year term with the option of renewing once with approval of the Chief Instruction Officer. Exemptions can be made for chairs and coordinators who are the sole full-time member of their department. (See Appendix for duty responsibilities) Department chairpersons/coordinators may serve again after a break in service with the approval of the Chief Instruction Officer.
 - 7.15.1 Department chairs will be evaluated in the first and third year of his/her first term. If appointed to a second term, evaluations will be performed in the fifth year. Additional formal evaluations may be initiated by administration or requested by faculty based on significant administrative or faculty concerns regarding unit member's fulfillment of general scope of responsibilities of an instructional department chairperson. (Ref. Appendix E 7.2.13 and Appendix G15).
 - 7.15.2 By April 15th of each year the Chief Instruction Officer shall communicate in writing to each department chair/coordinator and BCEA who will not be reappointed for the next academic year.
 - 7.15.3 At the district's sole discretion, department chairs may be required to work up to thirty (30) additional duty days. Compensation for additional duty days shall be paid pro rata rate (See 13.3).
 - 7.15.4 When a department chair or coordinator position becomes vacant and the district desires to fill it, the appropriate dean and unit members from the area to be coordinated will serve as a screening committee to review the applicant(s) qualifications. This committee shall send the name(s) of all qualified candidates to the Chief Instruction Officer for consideration and action. The committee shall specify, in writing, the reasons for a person's lack of qualifications to be considered for the position.
 - 7.15.4.1 Eligibility -Eligible faculty include full-time tenured faculty in the department. If there are no interested tenured faculty members, the position may be made available to tenure-track faculty in their final probationary contract or to tenured faculty outside of the department, no less than ten (10) working days after notifying BCEA.
 - 7.15.4.2 Selection Option 1- When a department chair position becomes vacant and the district desires to fill it, the appropriate educational administrator will solicit letters of interest. The appropriate educational administrator and Chief Instruction Officer will interview all interested faculty. Final appointment will be made in consultation between the educational administrator responsible for the department and the Chief Instruction Officer. In the event the selection of the new chair is disputed by multiple members of the department, a review committee will be convened to include the Vice President, the appropriate educational administrator, and representative members of the department, including representation of those department members who brought forward the dispute.
 - 7.15.4.3 Selection Option 2- Departments may meet, discuss and agree upon an alternate process for chair selection to be used within their department. The proposed process 2013-15 BCEA Contract

ARTICLE VIII

SAFETY

- 8.1 <u>District Compliance</u> The district shall conform to and comply with all health, safety, and sanitation requirements imposed by state or federal law or regulations adopted under state or federal law.
- 8.2 <u>Safety Committee</u> Two (2) unit members shall be appointed by the association to the district Safety Committee which reviews health, safety, sanitation and working conditions to insure compliance with section 8.1 of this article. The committee shall make recommendations to the Vice President of Administration concerning improvements in health, safety, sanitation and working conditions.
- 8.3 <u>Released Time</u> The bargaining unit members on the committee shall be allowed reasonable released time to carry out obligations under section 8.2 of this article assigned by the safety committee.
- 8.4 <u>No Discrimination</u> No unit member shall be in any way discriminated against as a result of reporting any condition believed to be a violation of section 8.1 of this article.

ARTICLE IX

TRANSFER

- 9.1 <u>Voluntary Transfer</u> A notice of open positions within the unit shall be circulated and posted on appropriate bulletin boards. Unit members have the right to request transfer to any open positions for which they are qualified.
- 9.2 <u>Administrative Transfer</u> Where due to changing student preferences or administrative requirements it becomes necessary to transfer unit members, such transfers shall be made only after consultation between the member and the supervisor.
- 9.3 Transfers shall be considered on the following non-ordered criteria:
 - 9.3.1 The qualifications and competency of the unit member to perform the required services.
 - 9.3.2 The length of service in the district.

ARTICLE X

GRIEVANCES

10.1 <u>Purpose</u> - To provide an orderly procedure for reviewing and resolving grievances promptly.

10.2 Definitions

10.2.1 <u>Grievance</u> - Any complaint by a grievant that the grievant has been adversely affected by an alleged violation of a specific provision of this agreement. "Grievance" as defined in this agreement shall be brought only through this grievance procedure.

A grievance shall not include and this grievance procedure shall not apply to any of the following:

- A. Any matter upon which the district is without authority to act;
- B. Any alleged violation of law that does not also state a violation of a specific provision of this agreement;
- C. The evaluation of members of the unit, except for alleged violations of procedural matters;
- D. Any discharge, dismissal or layoff of a member of the unit;
- E. Any attempt to alter or change this agreement;
- F. An appeal of any board decision if such decision is a result of a state or federal regulatory commission or agency rule or decision, or state or federal law or court decision;
- G. Any other matter not included in the definition stated in section 10.2.1.
- 10.2.2 <u>Grievant</u> Any member of the bargaining unit covered by the terms of this agreement.
- 10.2.3 <u>Day</u> a "day" (for purposes of this grievance article) is any day in which the central administration office of the district is regularly open for business.
- 10.2.4 <u>Immediate Supervisor</u> The immediate supervisor is the first district designated supervisor or manager not within the same bargaining unit who has immediate jurisdiction over the grievant.

10.3 Time Limits.

- 10.3.1 Grievants who fail to comply with the established time limits of any step shall forfeit all rights to further application of this Grievance Procedure.
- 10.3.2 District failure to respond within established time limits at any step entitles the grievant to proceed to the next step.
- 10.3.3 Time is of the essence in all processing of grievances.
- 10.3.4 Time limits and steps may be waived by mutual written consent of the parties.

10.4 Other Provisions.

10.4.1 <u>Member Legal Rights</u> - Nothing contained herein shall deny to any unit member his/her legal rights under state or federal constitution and laws. No probationary unit member may use this 2013-15 BCEA Contract

grievance procedure in any way to appeal discharge or a decision by the board not to renew his/her contract of employment. No unit member shall use this grievance procedure to appeal any board decision if such decision is a result of a state or federal regulatory commission or agency, state or federal law decision.

- 10.4.2 The grievant may be represented by a designee of the association at any step of this procedure above Level I.
- 10.4.3 Grievance Processing Limits Any grievance or alleged grievance which occurred or is alleged to have occurred and which the unit member knew or could reasonably be expected to have known more than fifteen (15) days prior to notification at Level I with the immediate supervisor shall not be processed by the district.
- 10.4.4 The chairperson of the association grievance committee and/or the grievant shall be released from their regular work duties, with pay, if grievance resolution meetings are scheduled by the parties during the working hours of the chairperson or grievant involved.

10.5 <u>Procedural Steps.</u>

Level I

- 10.5.1 Within fifteen (15) days of the time a unit member knew or could reasonably be expected to have known of the occurrence of an alleged grievance, the unit member shall discuss with the immediate supervisor or designee the alleged grievance.
- 10.5.2 If a satisfactory resolution is not reached within five (5) days of the discussion, the grievant shall present, within five (5) days thereafter, on the "Statement of Grievance Form" (Appendix F), the grievance in writing to the immediate supervisor or designee and simultaneously to the association grievance committee.
- 10.5.3 The immediate supervisor or designee shall communicate the decision to the unit member in writing within five (5) days after receiving the grievance.

Level II

- In the event the grievant is not satisfied with the decision at Level I, the decision may be appealed on the appropriate approved form to the next higher designated supervisor, manager or designee, within five (5) days.
- In order to be processed or considered, the appeal shall include copies of the original grievance and decision rendered, and the reason for the appeal.
- 10.5.6 The next higher designated supervisor, manager, or designee shall communicate the decision to the grievant in writing within ten (10) days of receiving the appeal. Either the grievant or the next higher designated supervisor, manager or designee may request a personal conference within the above time limits. Any meeting shall be by mutual agreement.

Level III

- 10.5.7 If the grievant is not satisfied with the decision at Level II, s/he may appeal the decision in writing within five (5) days to the next higher designated supervisor, manager or designee.
- 10.5.8 The appeal shall include a copy of the original grievance and appeal with the decisions rendered, and, the reasons of the appeal.

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10.5.9 The next higher designated supervisor, manager or designee shall communicate the decision in writing to the grievant within ten (10) days. Either the grievant or the next higher designated supervisor, manager or designee may request a personal conference within the above time limits. Any such meeting shall be by mutual agreement.

Level IV

- 10.5.10 If the grievant is not satisfied with the decision at Level III, s/he may appeal the decision in writing within five (5) days to the next higher designated supervisor, manager or designee, when appropriate levels exist. The Superintendent/President will be the last level of appeal before third party intervention is considered.
- 10.5.11 The appeal shall include a copy of the original grievance and appeal with the decisions rendered, and the reasons of the appeal.
- 10.5.12 The next higher designated supervisor, manager or designee shall communicate the decision in writing to the grievant within ten (10) days. Either the grievant or the next higher designated supervisor, manager or designee may request a personal conference within the above time limits. Any such meeting shall be by mutual agreement.

10.6 Advisory Third Party Intervention.

- 10.6.1 If a grievance is not resolved in Levels I, II, III, or IV, the Association may request, in writing, a hearing before an arbitrator. The request shall be filed in the Human Resources Office within fifteen (15) working days after the written decision of the Superintendent/President.
- 10.6.2 Within five (5) working days after receipt of a request for arbitration, the Vice President of Administration shall request the California Conciliation Service to supply a list of five (5) arbitrators. The arbitrator shall be chosen by allowing each party, in turn, to strike out one (1) name until only one (1) name remains. The determination of the party to strike first shall be by lot.
- 10.6.3 The district and the association shall share equally in the payment for the services and expenses of the arbitrator.
- 10.6.4 A qualified stenographic reporter shall be employed to record verbatim the entire hearing. If either party desires a transcript, that party shall pay the cost of the transcript, and if both parties request transcripts, they shall share the cost.
- 10.6.5 Powers and limitations of the arbitrator shall be as follows:
 - A. The functions of the arbitrator shall be:
 - 1. to hold a hearing concerning the grievance;
 - 2. to render an advisory decision, if possible, within twenty (20) working days after the closing of the hearing and, in any event, as soon as possible.
 - B. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this agreement but shall determine only whether or not there has been a violation, misinterpretation, or misapplication of this agreement as alleged by the grievant or grievants.
 - C. The arbitrator shall determine disputed interpretation of terms actually found in the agreement or determine disputed facts upon which the application of the agreement 2013-15 BCEA Contract

depends. The arbitrator may not decide any issue not submitted and may not interpret or apply the agreement so as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The arbitrator shall not render any decision or award merely because in the arbitrator's opinion such decision or award if fair and equitable.

- D. The decision of the arbitrator shall be based solely upon the evidence and arguments presented by the parties in the presence of each other and upon arguments presented in briefs.
- E. The arbitrator shall have no power to render an award in any grievance arising before or after the effective dates of this agreement.

10.7 Appeal to the Board of Trustees.

10.7.1 If the advisory decision of the arbitrator is not appealed by either party, the arbitrator's decision shall be considered to be full and complete resolution of the grievance and implemented in accordance with its terms. Either the grievant or the district may appeal the advisory decision of the arbitrator to the district's board of trustees within ten (10) working days of such advisory decision. If the board of trustees does not act on the appeal within twenty (20) working days, the advisory decision of the arbitrator shall be considered the full and complete resolution of the grievance and implemented in accordance with its terms. The decision of the board of trustees will be final.

10.8 General Provisions.

- 10.8.1 Designations of representatives will be in writing. Such designations shall be entered on the grievance form.
- 10.8.2 No party may be required to discuss any grievance if his or her representative is not present.
- 10.8.3 The time allowances set forth in this grievance procedure may be extended by mutual written agreement of the grievant or the grievant's representative and the district.
- Any grievance not appealed to the next step of the procedure within the prescribed time limits shall be considered settled on the basis of the answer given at the preceding step.
- 10.8.5 If the district does not render a written response within the limits set forth at any step of the proceedings, the grievant may advance to the next step.
- 10.8.6 No reprisal of any kind will be taken by or against any participant in the grievance procedure by reason of such participation.
- 10.8.7 Wherever under this grievance procedure documents are required to be served or filed on one party by another, they shall be accompanied by a "Proof of Service" which shall include a statement by the party or the party's agent that the document was personally delivered, was deposited in the United States mail with first class postage properly affixed, or was deposited in the school mail, and the date on which said action was taken. The "Proof of Service" shall either be in the form of an affidavit or a declaration made under penalty of perjury. Forms for "Proof of Service" shall be provided by the district and made available by the association.
- 10.8.8 If the representative of the grievant is a member of the bargaining unit, the district shall permit a reasonable amount of released time for the representative for the purpose of processing the grievance regardless of the outcome of the grievance.

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10.8.9	The evaluation of members of the unit, except for alleged violation of procedural matters shall no				
10.0.5	be subject to the grievance procedure.				

ARTICLE XI

LEAVES OF ABSENCE

11.1 Sick Leave

11.1.1 Each ten (10) month full-time unit member shall be granted ten (10) days of sick leave per school year.

Each eleven (11) month full-time unit member shall be granted eleven (11) days of sick leave per school year.

Each twelve (12) month full-time unit member shall be granted twelve (12) days of sick leave per school year.

All sick leave shall be accumulated from year to year without limit.

- When the unit member has made application for retirement, the district shall certify to the State Teachers' Retirement Board the number of days of accumulated and unused leave of absence for illness or injury to which the unit member is entitled on his/her final day of employment.
- 11.1.3 Credit for sick leave of absence need not be accrued prior to taking sick leave by the unit member, and such leave may be taken at any time during the fiscal year, not to exceed the balance of the unit member's sick leave entitlement through June 30 of that fiscal year.
- 11.1.4 Any unit member who is on paid status while on sick leave, sabbatical, or other paid leave, shall continue to earn all unit member leave benefits to which entitled if employed full time. A unit member who is on other leaves of absence without pay shall retain all accumulated sick leave benefits but shall not accrue any additional sick leave benefits during such periods of absence.
- 11.1.5 When a unit member has exhausted his/her sick leave benefits and is absent from work because 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 the employment of the unit member, the unit member shall receive fifty percent (50%) of his/her regular salary during the period of such absence up to a maximum of five (5) school months.
- 11.1.6 Sick leave credit received by transfer from the previous employer of a new unit member shall be accepted pursuant to the provisions and limitations provided in the Education Code. It shall be the responsibility of the unit member to notify the Superintendent/President's office, in writing, of the name and address of the district by whom s/he was last employed and request credit for the accumulated leave of absence for illness or injury to which s/he is, or was, entitled at the time of separation.
- 11.1.7 All sick leave rights or accumulations shall be canceled when a full-time unit member severs all official connection with the district as an employee, except that accumulated sick leave may be transferred to a subsequent employing district upon request pursuant to the provisions of the Education Code.
- 11.1.8 Any unit member shall have the right to utilize sick leave necessitated by pregnancy, miscarriage, childbirth, and recovery therefrom.
- 11.1.9 At the time a unit member begins his/her contracted employment for each academic year, s/he shall be provided with a current accounting of his/her accumulated sick leave.

- 11.1.10 If absent five (5) or more consecutive duty days, the unit member shall provide the district, upon request, with a statement from a physician verifying the necessity of such absence.
- 11.1.11 Sick leave may be utilized by a unit member placed under quarantine on the same basis as though this unit member had been ill.
- 11.1.12 Faculty may use sick leave in hourly increments for the portion of the day missed. If the member is sick and otherwise not available for the entire day, 8 hours shall be reported. A Temporary Leave Form must be filled out for all temporary leaves as specified under Article 11 excluding sabbaticals, reduced workloads, and job-sharing.

11.2 Industrial Accident and Illness Leave

- For accidents or illness which are job-incurred, unit members shall be provided leave benefits under the following provisions:
 - A. Allowable leave shall be not less than sixty (60) days during which the district is required to be in session or when the unit member would otherwise have been performing work for the district in any one fiscal year for the same accident.
 - B. Allowable leave shall not be accumulated from year to year.
 - C. Industrial accident or illness leave shall commence on the first day of absence.
 - D. When a unit member is absent from his/her duties on account of an industrial accident or illness, s/he shall be paid the portion of the salary due him/her for any month in which the absence occurs, as, when added to his/her temporary disability indemnity under Division 4 or Division 4.5 (commencing with section 1600) of the Labor Code, will result in a payment to him/her of not more than his/her full salary. The phrase "full salary" as utilized in this section, shall be computed so that it shall not be less than the member's "average weekly earnings" as that phrase is utilized in Section 4453 of the Labor Code. For purposes of this section, however, the maximum and minimum average weekly earnings set forth in Section 4453 of the Labor Code shall otherwise not be deemed applicable.
 - E. Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
 - F. When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused industrial accident or illness leave due him/her for the same illness or injury.
 - G. Upon termination of the industrial accident or illness leave, the unit member shall be entitled to the benefits provided in Education Code 87780, 87781 and 87786, and for the purposes of each of these sections his/her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the unit member continues to receive temporary disability indemnity, s/he may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity will result in a payment to him/her of not more than his/her full salary.
 - H. During any paid leave of absence, the unit member may endorse to the district the temporary disability indemnity checks received on account of his/her industrial accident or illness. The district, in turn, shall issue the appropriate salary warrants for payment of the unit member's salary, and shall deduct normal retirement, other authorized contributions,

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- and the temporary disability indemnity, if any, actually paid to and retained by the unit member for periods covered by the salary warrants.
- I. Any unit member receiving benefits as a result of this section shall, during a period of injury or illness, remain within the state of California unless authorized by the governing board to travel outside the state.
- J. When all available leaves of absence have been exhausted and the unit member is not medically able to return to all the duties of his/her prior assignment, the district shall provide first priority in assigning such a unit member into classes where his/her disability, at the discretion of the district, does not hinder the performance of the duties required of him/her if s/he is otherwise qualified.

11.3 Bereavement Leave

- 11.3.1 Unit members shall be granted, without loss of salary, or other benefits, leave of absence not to exceed three (3) working days or five (5) working days if out-of-state travel is required, at the time of death of any member of the unit member's immediate family. Whenever a unit member has been named executor of the estate, or the travel one way exceeds four hundred (400) land miles, the five (5) days will be granted. Such absence will not be deducted from authorized absences or leaves.
- "Member of the immediate family," as used in this section, means the mother, father, grandmother, grandfather, or grandchild of the unit member or of the unit member's spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, registered domestic partner, step parents, step children, or any relative living in the immediate household of the unit member.
- 11.3.3 Bereavement leave shall not be granted during a non-paid leave of absence, holidays, or Board-granted days off.
- An extension of Bereavement Leave may be requested by the unit member under Personal Leave provisions (Article XI, Section 11.4).

11.4 Personal Emergency Leave

- 11.4.1 A unit member may be granted a maximum of six (6) days leave of absence in any school year, at his/her election, without loss of pay, in cases of personal emergency. Such leaves shall be deducted from the unit member's accumulated sick leave.
- Personal emergencies include serious illness or death of a member of his/her immediate family; an accident involving his/her person or property, or the person or property of a member of his/her immediate family; appearance in court as a litigant, or as a witness under an official order.
- "Immediate family" will be interpreted to mean the mother, father, grandmother, grandfather, or a grandchild of the unit member or of the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, registered domestic partner of the unit member, step parents, step children, or any relative living in the immediate household of the unit member.
- 11.4.4 The Vice President of Administration may grant exceptions if a unit member applies under section 11.4.3 or 11.3.2 for leave involving a family member not within the definition of "immediate family" in section 11.4.3, but with whom the unit member has a particularly close and long-standing relationship. Whether or not to grant the exception is within the sole discretion of the Vice President of Administration.

11.4.5 Verification of personal emergency leave shall be made on a form provided by the district and signed by the unit member.

11.5 <u>Additional Emergency Leave</u>

- 11.5.1 Wherever a unit member's personal emergency leave provisions (described above in 11.4) have been totally exhausted in any fiscal year, and, additional personal emergencies occur, it may be considered cause for granting additional emergency leave.
- Such additional leave may be granted, with pay, if approved by the Superintendent/President for a period no longer than six (6) days in any fiscal year.
- 11.5.3 Any such additional emergency leave granted shall not be cumulative from year to year.

11.6 Military Leave

11.6.1 Unit members shall be granted military leave in accordance with applicable provisions of the state of California Education and Military and Veterans Codes.

11.7 Required Legal Appearance

- 11.7.1 A unit member who is subpoenaed will be granted the necessary time off with pay to fulfill this obligation.
- 11.7.2 The unit member shall pay to the district any fee received for appearance as a witness.
- 11.7.3 Request for such appearance should be made by presenting as soon as possible the official court summons to the unit member's immediate supervisor and to the district payroll office through regular administrative channels.
- 11.7.4 Unit members are required to return to work during any day in which such appearance is not required.
- 11.7.5 The district may require verification of such appearance prior to, or subsequent to, providing compensation.

11.8 Jury Duty

- 11.8.1 A unit member who is called for jury duty will be granted the necessary time off with pay to fulfill this obligation.
- 11.8.2 The unit member shall pay to the District any per diem fees paid by the court.
- 11.8.3 Request for jury duty should be made by presenting as soon as possible the official court summons to the unit member's immediate supervisor and to the District payroll office through regular administrative channels.
- 11.8.4 Unit members are required to return to work during any day in which jury services are not required.
- 11.8.5 The District may require verification of jury duty prior to, or subsequent to, providing compensation.

11.9 <u>Sabbatical Leave</u> - Sabbatical leave may be granted to unit members by the Board for the purpose of carrying out an approved program which will enable the unit member to provide improved service to the District and its students. Consideration will be given to programs which involve an appropriate program of organized study research, work experience, or travel.

11.9.1 Eligibility

- A. All unit members who have satisfactorily completed at least six (6) consecutive years of full-time service in the District will be eligible to apply for a sabbatical leave.
- B. After completion of a sabbatical leave, the unit member is not again eligible to apply for such leave until he/she has served on a full-time basis for at least six (6) additional consecutive years.
- C. A leave for health, maternity, or military service, while not constituting a break in service, will not count as one of the six (6) years required for sabbatical leave eligibility.

11.9.2 <u>Types/Requirements</u>

- Study Requires a planned program of courses or special projects to be undertaken or completed.
- B. <u>Travel</u> Requires the proposed program to incorporate a plan of study or research in an area related to the unit member's assignment.
- Work Experience Requires the proposed program directly relate to the unit member's assignment.

11.9.3 Financial Arrangements

- A. Assuming funding availability as determined and allocated by the Board, the Board may, in any one primary term, grant up to five percent (5%) of the total number of full-time academic unit members as of July 1 of any fiscal year, sabbatical leave.
- B. Such leaves granted shall be as follows:
 - 1. One (1) complete school year shall be paid sixty-five percent (65%) of his/her full contractual salary.
 - 2. One (1) primary term of the school year shall receive eighty percent (80%) of his/her full contractual salary.
 - 3. For instructional reasons, a complete school year shall have priority over a one (1) primary term leave.
- C. <u>Banked Time Application to Sabbatical Leaves</u>: A unit member may elect, in coordination with an approved sabbatical leave, to also utilize earned banked time. The intent of this election is to receive compensation of up to that unit member's current annual salary during the approved sabbatical leave. For example a unit member on an approved one-year sabbatical may withdraw up to 35 percent of a yearly load from their banked time to make up for that amount of pay lost during that sabbatical.

This election is not retroactive, is irrevocable during the leave, and must be communicated to the District in advance of the first day of the approved sabbatical leave.

- D. Compensation while on sabbatical leave will be computed in accordance with the salary schedule in effect during the period of leave and will be paid in equal monthly payments. Sabbatical leave will be counted as service and experience on the salary schedule.
- E. Time on sabbatical leave will count towards retirement.
- F. Unit members on sabbatical leave shall accrue sick leave, fringe benefits, changes in salary and rating placement, and the same insurance premium contributions by the District as if the unit member were actually employed on campus.

11.9.4 Unit Member Commitment

- A. Unit members granted sabbatical leave shall accept the obligation to return to active full-time duty for twice the period of the leave, following return from leave. If a unit member takes a banked leave during this time, it shall count as part of that obligation.
- B. The unit member who is approved for a sabbatical leave shall, as the Board directs, sign the "Sabbatical Leave Agreement." In the event s/he does not return to the District for the required time commitment (Section 11.9.4 A), the unit member shall make full restitution to the District for the compensation received while on sabbatical leave. In the case of death, illness, accident, or military leave, making his/her return impossible, the obligation above may be waived.
- C. If the unit member does not serve for the entire period of service agreed upon in the "Sabbatical Leave Agreement," the amount of compensation paid for the leave of absence shall be reduced by an amount which bears the same proportion to the total compensation as the amount of time which was not served bears to the total amount of time agreed on.
- D. The unit member and the authorized representative of the District shall sign the "Sabbatical Leave Agreement" that indicates the unit member's sabbatical plan and other conditions related to receiving the leave and meeting leave obligations.
- E. Unit members shall submit in writing to the Chief Instruction Officer for <u>prior</u> approval, any plans that deviate from the original leave proposal approved by the Board of Trustees.
- F. By the time period agreed to in the "Sabbatical Leave Agreement," the unit member shall submit to the Chief Instruction Officer a brief written report of the progress being made to meet the objectives of the leave.
- G. Within one (1) primary term after return to duty, a unit member who has completed a sabbatical leave shall submit to the Chief Instruction Officer a written report covering the sabbatical leave activity. When applicable, a transcript or other evidence of completion of the planned program shall accompany this report. A copy of the report, together with the Chief Instruction Officer's evaluation, shall be forwarded to the Superintendent/President as evidence of the unit member's completion of the sabbatical leave. If the Chief Instruction Officer and the unit member agree, the unit member shall present an oral report of the leave activity to interested members of the faculty, administration and Board.
- H. Should the Superintendent/President, after consultation with the LTPA Committee, determine that the intent of the leave had not been reasonably fulfilled, s/he will so advise the Board of Trustees. The Board may take such action as may be necessary to recover the funds paid to the unit member while on sabbatical leave.

11.9.5 <u>District Commitment</u>

A. The Board shall cause the unit member on return, where eligible, to be reinstated in the position held by him/her at the time of the granting of the sabbatical leave.

11.10 LTPA Committee

11.10.1 <u>Composition</u>:

- A. The composition of the LTPA Committee is given in Article XXI.
- B. No unit member may continue on the LTPA Committee if s/he files an application for leave (sections 11.9 or 11.10).

11.10.2. <u>Functions With Respect to Long-Term Leaves With or Without Benefits or Pay/Banked Time Leaves</u> and Sabbatical Leaves

The LTPA Committee shall establish the functions, criteria, forms, dates of submission, and other procedural requirements for the submission of applications as approved by the Board. Each department of the College shall be given consideration depending upon size of the department and number of applicants from the department, and the impact of the leave or banked time on the respective academic program. In the case of sabbatical leaves, total years of full-time service also will be considered.

- A. If applying for long-term leave with or without paid fringe benefits, then the mutual benefit to the District and the unit member must be considered. A unit member has the option of deciding whether to exhaust sick leave or use bank leave first.
- B. If applying for long-term leave with paid fringe benefits or banked time, then the availability of full-time or part-time instruction in the respective academic program must be considered.
- C. Applications for banked time and changes in such programs shall be submitted to the Chief Instruction Officer for approval. Should an agreement not be reached between the applicant and the Chief Instruction Officer, the decision shall be referred to the LTPA Committee.
- D. The LTPA Committee shall review all applications submitted, shall determine in accordance with the LTPA Committee-established criteria the acceptability for leaves and the settlements of banked time referrals, and shall provide a list of the acceptable applications for leaves and the settlements of banked time referrals to each applying unit member each time that leaves and the settlement of banked time referrals are recommended to the Superintendent/President and the Board.
- E. The LTPA Committee shall provide the Superintendent/President with the recommended leave applications and the settlements of banked time referrals, which shall, together with the Superintendent/President's recommendation, be submitted for action and decision by the Board. If the Superintendent/President's recommendations differ from the LTPA Committee's, s/he must provide a written statement of his/her rationale to the LTPA Committee and any applicant whose priority was lowered.
- F. Should the final decisions made by the Board deviate from the LTPA Committee's recommendation, the Board will provide the LTPA Committee and any applicant denied a leave with a written explanation of their selections.

11.11 Leave Guidelines

- 11.11.1 Banked leaves and leaves with benefits paid will not constitute a break in service. Unpaid leaves will constitute a break in service.
- 11.11.2 Unless the unit member serves for at least seventy-five percent (75%) of a year, no increment will be given (except for banked time). When a leave is not for a full year, primary terms in which a faculty member has taught full time accumulate with two (2) such primary terms equaling one (1) year for the purpose of an increment of the salary schedule. However, the increment will only be granted for the next school year. No increments are given in the middle of a school year when only one primary term has been completed.
- 11.11.3 The Board may in any one primary term grant no more than 5% of the total number of full-time academic unit members an unpaid leave with or without paid fringe benefits.

11.12 <u>Long-Term Leave Without Pay</u>

- Written request for long-term leave, i.e., leaves of over one (1) month, including but not limited to leave for pregnancy, childbirth, disability, recovery therefrom, obligations associated with pregnancy, personal reasons, etc., shall be presented to the LTPA Committee as per the timeline that the Committee establishes.
 - A. Unit members granted long-term leave with fringe benefits shall accept the obligation to return the active full-time duty for twice the period of the leave, following return from leave.
 - B. As a condition to the Board's granting of long-term leaves, the unit member agrees that s/he shall notify the Superintendent/President, in writing, of intent to return to the District. This notification shall be received by 5:00 p.m., on or before April 1, as to whether s/he intends to return the following fall. Where notification is not received within the time limits established, the unit member is determined to have resigned his/her position.
 - C. If the long-term leave is for less than a fiscal year, the Board shall indicate the notification requirements for the unit member's intent to return to the District on a specific date. Where notification is not received within the time limits established, the unit member is determined to have resigned his/her position.
 - D. Banked time from overload teaching time allowance
 - 1. Prior to class scheduling each term, an academic staff member may submit to the Chief Instruction Officer a proposal for accumulating overload hours for the purpose of taking banked time from job responsibilities with full pay and fringe benefits at some future date to engage in endeavors of personal importance, including but not limited to professional improvement.
 - The proposal must include an assessment of the effects on the program as evaluated by the applicant and administration and of the benefits both direct and indirect to the District.
 - A written agreement (letter of intent) between the academic staff member and the District must be approved by the Superintendent/ President.

- 4. In the event a unit member is unable to take his/her banked time leave, with the approval of the District (following the procedure set out in 11.10.2) the unit member may be paid for the classes s/he has accumulated at his/her overload rate., but only if the following conditions have been met (IRC Reg. 1.45-2a):
 - a. separation from District employment
 - b. verifiable and documented serious and/or pressing need
- 5. A unit member may elect, in coordination with an approved sabbatical leave, to also utilize earned banked time. See Article 11.9.3(C).
- E. The Board shall cause the unit member on return, where eligible, to be reinstated in the position held by him/her at the time of granting of the leave or release time.

11.13 Short-Term Leave - Discretion of the Superintendent/President

Short-term leaves of absence may be granted in the sole discretion of the Superintendent/ President under the provisions of <u>California Education Code</u>, Section 87780 (Salary deductions during absence from duties). <u>Stats. 1976</u>, c. 10102, operative April 30, 1977.

11.14 Reduced Workload (E.C. 22713, 87483, Government Code Section 20815)

Unit members desiring to participate in the Reduced Workload Program may do so under the following conditions and in accordance with Education Sections 22713, 87483, and, for academic employees who are members of the Public Employees' Retirement System, Government Code Section 20815. Prior to the reduction of an employee's workload under this section, the District personnel responsible for the administration of this program, in conjunction with the administrative staff of the State Teachers' Retirement System (STRS) and the Public Employees' Retirement System (PERS) shall verify the eligibility of the applicant for the reduced workload program. The Reduced Workload Program allows an employee who is a member of this system to reduce his or her workload from full-time to part-time duties, and receive the service credit the member would receive if the member was employed on a full-time basis and have his or her retirement allowance, as well as any other benefits that the member is entitled to under this section, based upon the salary that the member would have received if employed on a full-time basis.

- Unit member participation is subject to the provisions of Education Code Sections 22713 and 87483 and, where applicable Government Code Section 20815, administrative directives and other related rules and regulations established by the State of California, STRS or PERS.
- 11.14.2 A unit member accepted into this program shall perform instructional services at times mutually agreed upon and set forth in a written contract for such services. These activities, by definition, shall be in the best interests of the College District.
- 11.14.3 The number of unit members participating in the program may be limited at the discretion of the Governing Board, when such limitation is in the best interest of the College District.
- 11.14.4 It is mandatory that both the minimum salary and minimum employment requirements are met.
- 11.14.5 The unit member failing to meet any of the above requirements will receive only that service credit based on the ratio of earnings to earnable salary, and will not receive the service credit that would have been received if employed on a full-time basis.
- 11.14.6 In addition to the minimum qualifications and participation requirements stated in Education Code Sections 87483 and 22713 and Government Code Section 20815, STRS and PERS requires that:

- A. The agreement or contract must be executed by the employer and unit member, in writing, and submitted to the STRS or PERS through the County Superintendent of Schools to arrive at least fifteen (15) days prior to the participation in the Reduced Workload Program at the beginning of the school year or before the beginning of the second half of the school year, if only the second half is to be considered reduced workload service.
- B. The unit member must be identified and reported to STRS or PERS in accordance with the County/District Procedures Manual instructions.
- C. Contributions for the unit member and employer must be submitted to STRS and PERS based on the amount the participant would have earned if employed on a full-time basis regardless of the schedule of employment.

This policy is subject to changes in the law (Education Code Sections 22713, 87483 or Government Code Section 20815) and rules and regulations established by the State of California, STRS or PERS.

- 11.15 <u>Job Sharing Leave</u> May be granted to unit members by the Board of Trustees to provide an opportunity for flexibility in the schedule of its employees, providing there are no additional expenses to the District.
 - Any full-time employee wishing to participate in the job sharing program must make formal application to the Office of Human Resources one primary term prior to the anticipated date of job sharing.
 - Approval of the application will be determined by the Chief Instruction Officer after consultation with the appropriate administrator.
 - Job sharing has no fixed percent formula, such as 50/50 or 60/40. Based on District needs, and by mutual consent, an employee can work 70% or 80% while his/her counterpart works 40% or 50%.
 - 11.15.4 Job sharing does not have to occur between two employees in the same discipline or area.
 - If an employee wishes to job share and cannot find a partner, the District may agree to allow the employee to participate in the program at a level that is mutually agreeable to both the District and the employee.
 - Regardless of the total percent of work performed by the job sharing team (90-120%), the District will not pay benefits for more than 100%, or one full-time position.
 - Each partner in a job sharing position will pay their share of the benefits needed to complete their benefit package based on the percent they are working.
 - 11.15.8 If one party in a job sharing position elects not to receive benefits from the District, then the total benefit package may go to the other partner. However, if at any time there is a need for benefit coverage, the employee who opted not to receive benefits automatically reverts back to the formula under 11.15.7.
 - 11.15.9 Benefit payments paid by the job sharing employee will be made by the first of each month.
 - 11.15.10 If the opportunity arises for an employee to return to full-time status (and the District agrees), the employee with the most seniority at the College has the first right of refusal, or of returning to work full time.

- 11.15.11 The right to return to full-time status will not be unreasonably withheld by the District if an employee desires to return and there is an appropriate opening.
- 11.15.12 Notice of a desire to return must be submitted in writing to the Chief Instruction Officer at least one primary term prior to the request of return date. Such a request may be acted upon sooner by mutual agreement.
- 11.15.13 It is recognized by the District that a job sharer is on an approved leave of absence, which may or may not be permanent, but has all rights as well as responsibilities as a regular full-time employee.
- 11.16. <u>Personal Leave</u>: Seven days of personal leave will be granted each year (non-cumulative), deducted from sick leave.
- 11.17 <u>Catastrophic Leave Bank (CLB)</u>: BCEA will pilot a CLB Program with the intention of merging the bank with other participating units. (See Appendix I)

ARTICLE XII

BENEFITS

- 12.1 <u>Insurance Programs</u> (General)
 - 12.1.1 All insurance programs are subject to carrier requirements for eligibility enrollment, and, processing of claims.
 - 12.1.2 Insurance programs listed herein shall continue during leaves with pay.
 - 12.1.3 Insurance programs listed herein shall not continue during leaves without pay, except unit members at their option may, by paying full District and unit member premium accounts, continue the health and dental program.
- 12.2 The District and BCEA hereby create an Internal Revenue Code Section 125 Plan as provided herein. The Section 125 Plan shall be:
 - 12.2.1 Entitled the Butte College Benefits Plan (hereinafter referred to as the "Section 125 Benefits Plan").
 - 12.2.2 Administered as a "premium conversion, salary reduction plan," to provide unit members with a choice between taxable cash and tax-exempt health and welfare benefits available from the limited money available from the District's contribution to the Section 125 Benefits Plan.
 - 12.2.3 Administered, to the full extent permitted by law, in such a manner as to ensure that the contributions to the Section 125 Benefits Plan and qualified benefits provided by the Section 125 Benefits Plan shall not be deemed to be wages and shall be excluded from Federal and State taxation, as tax exempt benefits.
 - 12.2.4 Directed by the Joint Powers Authorities (JPA) of which the District is now a member (for the "premium conversion" part of the Plan) and by the Section 125 Benefits Plan Administrator (for the "salary reduction" part of the Plan). The District will maintain and provide records as needed to these organizations. (Changes are to be mutually agreed upon.)
- 12.3 Plan benefits to be administered by the Section 125 Benefits Plan.
 - 12.3.1 Unit members are required to accept the following benefits. (Changes are to be mutually agreed upon.)
 - 12.3.1.1 Dental Plan: Delta Dental of California DELTE (\$2,000 limit), orthodontia (\$2,000 limit), including eligible dependents.
 - 12.3.1.2 Vision Plan: Medical Eye Services, including eligible dependents.
 - 12.3.1.3 Group Life Insurance: Fortis Life (\$50,000 total may be divided among family members).
 - 12.3.2 Unit members are required to choose one of the following four (4) medical plans offered by the JPA. (Changes are to be mutually agreed upon.) Before the beginning of each academic year the District will provide an open enrollment period (without a physical and without regard to prior condition) in which a unit member makes his/her annual choice.

- A. Option 1 -Silver Plan
- B. BSSP Red Plan
- C. BSSP Blue Plan
- D. BSSP Option II.
- 12.4 The District's yearly contribution.
 - 12.4.1 The District's yearly contribution to the Plan will be the sum of the cost of dental, vision, life (these three as described in Section 12.3.1 above), and the Option 1 Silver medical plan (called the *base* plan).
 - A. The District's contribution will be calculated before the beginning of each academic year.
 - 12.4.2 If the total of the required benefits (Section 12.3.1) and the chosen medical plan (Section 12.3.2) exceed the District's contribution, the unit member shall pay the difference from the "salary reduction" part of the Plan (reduction in pay in his/her monthly warrants in that year). If the total of the required benefits (Section 12.3.1) and the chosen medical plan (Section 12.3.2) are less than the District's contribution, the unit member shall receive that difference in cash (supplemental pay in his/her monthly warrants in that year).
- 12.5 The District's yearly cap to the Plan shall be the average amount spent per unit member (for the same four (4) benefits described above) by the twenty (20) selected districts used to calculate the average salary for raises (see Section 13.2). The average cost of benefits will be calculated by the same procedure as average salaries).
 - 12.5.1 The District's yearly cap will be calculated by May 15 of that year. Any payment by the unit member for overage will be made in the "salary reduction" part of the Plan (reduction in pay in his/her monthly warrants in the following year).
- 12.6 Outside of the Section 125 Benefits Plan, the District shall provide a maximum of \$0.95 per \$100 of insured salary towards long-term disability for each unit member.
- 12.7 Medical insurance benefit for retired unit members hired on or before July 1, 1988.
 - 12.7.1 Unit members are eligible for retirement medical benefit when they reach fifty-five (55) years of age if they have served at least ten (10) years of full-time employment with the District. Under such conditions the District agrees to pay a medical benefit for the life of the retired unit member. His/her eligible dependents also are covered during that time period.
 - A. Paid District academic service rendered by the unit member pursuant to E.C. 87482 prior to employment in a District contract position shall be prorated for the purposes of determining the minimum ten (10) years of full-time employment required above.
 - B. The District will supply the base plan (Section 12.4.1) to the retirees at no cost. In a manner similar to unit members, the retiree may choose a medical plan more expensive than the base plan and pay the difference to the District or choose a plan less expensive than the base plan and be paid the difference by the District (payments or refunds made monthly during the academic year covered by that plan).
 - C. When a unit member who has been granted retirement benefits reaches the age of eligibility for Social Security health insurance benefits, the District shall reduce its level of insurance 2013-15 BCEA Contract

coverage for the unit member to a level that supplements Medicare Plans A and B or their successors.

- 1. The District will provide supplemental health insurance coverage that, when combined with Social Security health insurance plans, will be as similar as reasonably possible to, though not necessarily exactly the same as, the base plan.
- 2. If a retired unit member does not qualify for Medicare at the age when the retired unit member would have qualified, the District will not continue medical coverage unless Medicare is obtained by the retired unit member.
- 3. A unit member who has been granted retirement benefits by fulfilling the requirements herein stated and who subsequently obtains employment outside the District with an employer that provides medical insurance to him/her shall be required to terminate the medical insurance provided by the District.
- 12.7.2 Retiree Benefit Buyout: In lieu of receiving medical benefits after retirement, a retiree may elect to have the District "buyout" their retiree medical benefits for the equivalent of one year of the current cost of the base plan. This buyout will be paid in one lump sum.
- 12.8 Medical insurance benefit for retired unit members hired after July 1, 1988
 - 12.8.1 Unit members are eligible for retirement medical benefit when they reach fifty-five (55) years of age if they have served at least ten (10) years of full-time employment with the District. Under such conditions the District agrees to pay a medical benefit until and only until the retiree qualifies or would have qualified for Medicare. His/her eligible dependents also are covered during that time period.
 - A. Paid District academic service rendered by the unit member pursuant to E.C. 87482 prior to employment in a District contract position shall be prorated for the purposes of determining the minimum ten (10) years of full-time employment required above.
 - B. The District will supply the base plan (Section 12.4.1) to the retirees at no cost. In a manner similar to unit members, the retiree may choose a medical plan more expensive than the base plan and pay the difference to the District or choose a plan less expensive than the base plan and be paid the difference by the District.
 - C. A unit member who has been granted retirement benefits by fulfilling the requirements herein stated and who subsequently obtains employment outside the District with an employer that provides medical insurance to him/her shall be required to terminate the medical insurance provided by the District.
 - Retiree Benefit Buyout: In lieu of receiving medical benefits after retirement, retiree may elect to have the district "buyout" their retiree medical benefits for 50% of the total current annual cost of the base plan, per each eligible year of plan participation. (Example: Annual base plan cost = \$10,000; 50%= \$5,000; eligibility years = 5 years; Total one time buyout= \$25,000). This buyout will be paid in one lump sum.
- 12.9 Purchase of Medicare Supplement, Dental or Vision Plans
 - 12.9.1 Retirees may purchase Medicare Supplement, Dental or Vision plans at District rates plus administrative fee (cost neutral to the District), so long as this is allowed by the benefits provider.

A. Surviving spouses, of deceased employees or retirees, may purchase Medicare Supplement, Dental or Vision plans at District rates plus administrative fee (cost neutral to the District) so long as this is allowed by the benefits provider.

ARTICLE XIII

COMPENSATION

13.1 Salary Schedules

- For the period of this contract the salary shall be in accordance with the schedule attached hereto as Appendix B incorporated herein by reference.
- 13.1.2 Compensation Adult/Special Education

Instructors in the Special Education program will be paid in accordance with their placement on the Academic Salary Schedule plus ten percent (10%) of their annual salary.

- A. For the duration of this contract, full-time instructors will be limited to ten (10) days of substituting for themselves at a rate to be determined by the District.
- 13.1.3 Any course work or projects to be used for an advancement for longevity must have prior approval of the LTPA Committee (see Appendix B).
- Any course work or projects to be used for column movement must have prior approval of the LTPA Committee (see Appendix B).
- 13.1.5 All work under 13.1.3 and 13.1.4 must be completed by August 1 to be effective for the balance of the fiscal year.
- 13.2 The salary schedule contained in Appendix B hereto will be adjusted by use of the following criteria:
 - 13.2.1 For each year of this agreement the District will adjust the salary schedule to reach the average of a selected 20 districts according to the following procedure (hereafter referred to as the 20-school-average.) Basic aid districts will not be included in the selected 20 schools as these districts do not receive state apportionment dollars.
 - A. From the California Community College Fiscal Data Abstract for the preceding year, the ten districts whose funded apportionment FTES above Butte College, and the ten districts below will be selected. The average of the twenty selected districts shall be calculated after excluding the two highest and the two lowest benchmark salaries.
 - B. The benchmark salary equals the highest non-doctorate without special increments paid by the comparable districts.
 - C. The 20-school average used to determine annual salary increase will be calculated and rounded to the nearest ten thousandth decimal point 0.0000).
 - D. The district will apply up to 100% of any state funded COLA to increase the salary schedule to reach the 20-school-average. Should COLA be insufficient to reach the 20-school-average, the district will increase the salary schedule to no less than 99% of the 20-school-average.
 - E. Under no circumstances will salaries decrease.

13.3 The salary for duties assigned unit members beyond the days of normal service shall be computed by using the following formula:

Daily Rate = Contract Salary
Contract Days

- 13.4 The remuneration for additional duties shall be in addition to contract salary and in accordance with the schedule attached hereto as Appendix D, incorporated herein by reference. Appendix D will be adjusted at the same time Appendix B is adjusted.
- 13.5 The District shall provide a five percent (5%) additional stipend to counselors over and above regular salary placement on the salary schedule.
- 13.6 Instructional Department Chairs/Coordinators shall receive the following compensation and assigned teaching or service load reduction to perform coordination functions (see Appendix for descriptions).
 - 13.6.1 <u>Department Chair I</u> Responsible for twenty-five (25) hours per week to perform coordination functions. Compensation will equal 12.9% of Column IV, Step 13 on the academic salary schedule. The assigned time reduction on the teaching load shall equal fifty percent (50%).
 - 13.6.2 <u>Department Chair II</u> Responsible for fifteen (15) hours per week to perform coordination functions. Compensation will equal 12.9% of Column IV, Step 13 on the academic salary schedule. The assigned time reduction on the teaching load shall equal twenty-five percent (25%).
 - 13.6.3 <u>Department Chair III and Coordinator I</u> Responsible for twelve (12) hours per week to perform coordination functions. Compensation will equal 5.2% of Column IV, Step 13 on the academic salary schedule. The assigned time reduction on the teaching load shall equal twenty-five percent (25%).
 - 13.6.4 Coordinator II Responsible for four (4) hours per week to perform coordination functions. Compensation will be 2.36% of Column IV, Step 13 on the academic salary schedule or a ten percent reduction on the teaching load.
- 13.7 <u>Re-Entry/Gender Equity Coordinator</u> The assigned time reduction to perform coordinator duties shall equal fifty percent (50%) of the teaching load. Compensation will be two and one-half percent (2-1/2 %) of contractual salary. (See Appendix for duty responsibilities)
- 13.8 <u>Coordinator of Job Placement and Work Experience, Coordinator of Career Services/GAIN, Coordinator of Disabled Student Programs and Services, Coordinator of Transfer Center Compensation will be five percent (5%) of contractual salary.</u>
- 13.9 <u>Instructional Computing Coordinator</u> Compensation will be five percent (5%) of contractual salary.
- 13.10 Coordinator of Activities/Orientation Compensation will be five percent (5%) of contractual salary.
- 13.11 <u>Coordinator of Counseling Services, EOPS Coordinator</u> Compensation will be 3.94% of Column IV, Step 13.
- 13.12 <u>Coordinator of Recreational Youth Activities Program</u> Compensation will be 5.2% of Column IV, Step 13 on the academic salary schedule.

- 13.13 <u>Staff Development Coordinator</u> The assigned time reduction to perform coordinator duties shall equal fifty percent (50%) of the teaching load.
- 13.14 <u>Nursing Chair</u> The assigned time reduction to perform chair duties shall equal fifty percent (50 %) of the teaching load.
- 13.15 Doctorate stipend shall be the appropriate step of Class IV + 6.6% of the base of the salary schedule (Column I, Step 1).
- 13.16 Non-classroom unit members on 199 day (eleven month) contracts will be compensated at 11/10ths of the academic salary schedule.
- 13.17 Non-classroom unit members on 221 day (twelve month) contracts will be compensated at 12/10ths of the academic salary schedule.
- 13.18 All stipends granted under this contract will be adjusted by the cost of living percent granted to salary increases at Column IV, Step 13 (see 13.2.1).

ARTICLE XIV

PAST PRACTICES

14.1 The Board shall not be bound by any requirement which is not expressly and explicitly stated in this Agreement. Specifically, but not exclusively, the Board is not bound by any past practices of the District or understandings with any employee or organization unless such past practices or understandings are specifically stated in this Agreement.

ARTICLE XV

WAIVER OF BARGAINING

- 15.1 This Agreement shall constitute the full and complete commitment between both parties. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to the Agreement.
- During the term of this Agreement, Board and Association expressly waive and relinquish the right to bargain collectively on any matters:
 - 15.2.1 Whether or not specifically referred to or covered in this Agreement:
 - 15.2.2 Even though not within the knowledge or contemplation of either party at the time of negotiations;
 - 15.2.3 Even though during negotiations the matters were proposed and later withdrawn.
- 15.3 Such waiver does not preclude bargaining collectively for subsequent, new collective bargaining agreements during the term of Agreement.
- 15.4 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District policies, practices and procedures and over State law to the extent permitted by State law.

ARTICLE XVI

SEPARABILITY AND SAVINGS

16.1 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XVII

SUCCESSOR AGREEMENT

17.1 No later than 120 days prior to the expiration of this Agreement, the Board of Trustees, upon request, agrees to begin negotiations on a successor agreement.

ARTICLE XVIII

SETTLEMENT OF DIFFERENCES BY PEACEFUL MEANS

18.1 The Association and the Board agree that differences between the parties hereto shall be settled by peaceful means as provided in this Agreement. During the term of this Agreement the Association, in consideration of the terms and conditions of this Agreement, will not engage in, instigate, or condone any strike, work stoppage or any concerted refusal to perform work duties as required in this Agreement, and will undertake to exert its best efforts to discourage any such acts by any employee in the Unit. During the term of this Agreement, the Board, in consideration of the terms and conditions of this Agreement, will not authorize or permit any lockout of members of the Unit.

ARTICLE XIX

SENATE RIGHTS/COMPETENCY/FACULTY SERVICE AREAS

19.1 Academic Senate Rights

- 19.1.1 BCEA recognizes the right of the Academic Senate to assume primary responsibility for making recommendations to the District in the areas of curriculum and academic standards. (Education Code Section 70902 (b)(7).)
- 19.1.2 BCEA shall consult with the Academic Senate prior to engaging in collective bargaining on procedures for:
 - A. Grievances related to the denial of tenure (E.C. Section 87610.1(a).)
 - B. The evaluation of faculty (E.C. Section 87663(f).)
 - C. The establishment of Faculty Service Areas (E.C. Section 87743.2.)

19.2 Grandparenting Current Credentials

- 19.2.1 Notwithstanding Education Code Section 87356, every person authorized to serve as a community college instructor, librarian, counselor, or student personnel worker under a credential shall retain the right to serve under the terms of that credential, and, for that purpose, shall be deemed to possess the minimum qualifications specified for every discipline or service covered by the credential until the expiration of the credential (E.C. Section 87355).
- 19.2.2 Nothing in subsection 19.2.1 shall be considered a limitation on the District's right of assignment.

19.3 Faculty Service Areas

- 19.3.1 The faculty service areas of the District are those listed in the appendix attached.
- 19.3.2 Every contract or regular employee shall be deemed to have been employed on the date upon which he/she first rendered paid service. The Education Code (Section 87414) requires the District to determine the order of employment (seniority ranking) by lots drawn by all academic employees with tied seniority dates.

The District will determine a seniority ranking list by using the following procedures:

- A. When necessary, the District will have a lottery within 30 days of the date service was first rendered by the employee.
- B. Each employee, or their designee, will be required to appear for the drawing on the date and time designated by the District.
- C. If the employee cannot appear for the drawing at the scheduled time, the employee must in writing notify Human Resources which will serve as their proxy (BCEA may serve as Proxy).
- D. Depending on the number of tied hire dates, the District will place the appropriate numbers in a container to be drawn from.

- E. The determination of order in which employees draw their seniority number will be by lottery. (Example: If there are eight tied hire dates, numbers one through eight will be placed in a container. The number drawn by the employee or their designee will be the order of draw.)
- 19.3.3 While temporary, full-time unit members hired under Ed Code 87470 cannot gain tenure or seniority against permanent unit members, they will be placed in FSA's as described in this section and may gain seniority against each other.

19.4 Competency Standard

- 19.4.1 Competency for all unit members employed prior to June 30, 1993, will be minimum qualifications.
- 19.4.2 For unit members not working within their disciplines, competency will be minimum qualifications.
- 19.4.3 Beginning fall primary term 1993, all new academic employees, except for Unit members serving under Section 19.4.2, in order to maintain competency in a discipline within a FSA, must meet the criteria in either A or B below.

A. For instructional faculty:

- 1. Has taught two classes in the discipline in the last five years, or
- 2. Has taken two classes in the discipline in the last five years, or (Prior approval of classes must be obtained from Chief Instruction Officer. If disapproved, instructor may appeal to Equivalency Committee for final decision, See appendix.)
- 3. Has worked in a discipline-related job for one primary term in the last five years (relevance to be decided by the Equivalency Committee).

B. For student development faculty:

- 1. Has taught two classes in the discipline in the last five years (assuming there are classes in that discipline), or
- 2. Has taken two classes in the discipline in the last five years (Prior approval of classes must be obtained from Chief Instruction Officer. If disapproved, instructor may appeal to Equivalency Committee for final decision. See appendix.), or
- 3. Has worked in a discipline-related job for one primary term in the last five years (relevance to be decided by the Equivalency Committee).

ARTICLE XX

INTELLECTUAL PROPERTY RIGHTS

The District and BCEA agree to pilot the Intellectual Property Rights Agreement for the term July 1, 2008 to June 30, 2011, at which time it will sunset. Modifications to the IPR Agreement, if any, will be agreed upon by March 2011.

ARTICLE XXI

LEAVE, TENURE, AND PROFESSIONAL ADVANCEMENT COMMITTEE

- A. The Leave, Tenure, and Professional Advancement Committee (LTPA Committee) shall be composed of:
 - 1. One executive members of the Academic Senate chosen by the Senate.
 - 2. Three other faculty members selected by the Executive Committee of the Academic Senate (with consideration for maintaining balanced representation) and confirmed by the whole Senate.
 - 3. One member of the Student Learning and Economic Development Management Staff
 - 4. Two members selected by the BCEA Board.
 - 5. Academic Analyst (ex officio member clerk)
- B. All members of the LTPA Committee must have completed a District and BCEA sponsored in-service training session specifically designed for evaluation.
- C. No unit member may continue on the LTPA Committee if s/he files an application for leave.(sections 11.9 or 11.10).
- D. The LTPA committee is responsible for the following functions:

Leave

1. Review and provide recommendations on long-term leaves with or without benefits or pay/banked time leaves and sabbatical leaves.

Tenure

2. Review packages of materials and recommendations provided by evaluation teams and for recommending whether the evaluatee shall be retained by the District. The LTPA Committee shall maintain consistent standards for tenure decisions. Its proceedings and decisions shall be public.

Professional Advancement

3. Review and provide recommendation for professional advancement.

Leaves Process

The LTPA Committee shall establish the functions, criteria, forms, dates of submission, and other procedural requirements for the submission of applications as approved by the Board. Each department of the College shall be given consideration depending upon size of the department and number of applicants from the department, and the impact of the leave or banked time on the respective academic program. In the case of sabbatical leaves, total years of full-time service also will be considered.

- A. If applying for long-term leave with or without paid fringe benefits, then the mutual benefit to the District and the unit member must be considered. A unit member has the option of deciding whether to exhaust sick leave or use bank leave first.
- B. If applying for long-term leave with paid fringe benefits or banked time, then the availability of full-time or part-time instruction in the respective academic program must be considered.
- C. Applications for banked time and changes in such programs shall be submitted to the Chief Instruction Officer for approval. Should an agreement not be reached between the applicant and the Chief Instruction Officer the decision shall be referred to the LTPA Committee.

D. The LTPA Committee shall review all applications submitted, shall determine in accordance with the LTPA Committee-established criteria the acceptability for leaves and the settlements of banked time referrals, and shall provide a list of the acceptable applications for leaves and the settlements of banked time referrals to each applying unit member each time that leaves and the settlement of banked time referrals are recommended to the Superintendent/President and the Board.

E. The LTPA Committee shall provide the Superintendent/President with the recommended leave applications and the settlements of banked time referrals, which shall, together with the Superintendent/President's recommendation, be submitted for action and decision by the Board. If the Superintendent/President's recommendations differ from the LTPA Committee's, s/he must provide a written statement of his/her rationale to the LTPA Committee and any applicant whose priority was lowered.

F. Should the final decisions made by the Board deviate from the LTPA Committee's recommendation, the Board will provide the LTPA Committee and any applicant denied a leave with a written explanation of their selections.

Evaluation Review Process (probationary faculty)

A.The results from each evaluation team are passed to the LTPA Committee which in turn sends them to the Chief Instruction Officer. Each year, the LTPA Committee, exercising its oversight function, shall prepare two tenure reports. The first report shall include:

- 1. A list of all unit members in the tenure process.
- 2. The year (one to four) of service of each such unit member.
- 3. Any such member not evaluated that year.

By February 15 the first report will be sent to the:

- 1. Director of Human Resources.
- 2. BCEA President.
- 3. Chief Instructional Officer
- 4. Academic Senate President.

The second report shall include:

- 1. Any unit member that did not receive "recommended for continued employment" that year.
- 2. The District's response to each evaluation team's recommendation.

By February 15 the second report will be sent to the:

- 1. Director of Human Resources.
- 2. BCEA President.
- 3. Chief Instructional Officer

Professional Advancement Process

Any course work or projects to be used for an advancement for longevity and/or column movement must have prior approval of the LTPA Committee and must be completed by August 1 to be effective for the balance of the fiscal year. (see Appendix B).

ARTICLE XXII

DURATION AND REOPENERS

22.1 Duration

Board of Trustees

22.1.1 This Agreement shall be effective as of July 1, 2013, and shall continue in full force and effect until June 30, 2015 with reopeners as follows:

•	Article 3.15.1	BCEA Release Time
•	Article 6.3.1.F	College-wide Service
•	Article 7.3.1	Lecture/Lab Load Ratios
•	Article 7.12.2	Flex for Student Development Faculty
•	Article 13.6	Chair Formula/Compensation

Appendix B
 Longevity Level Catch-up

• Appendix G3 Online Evaluations

In witness whereof, the Butte College Education Association, CTA/NEA, has caused this Agreement to be signed by its President, and the Butte Community College District Board of Trustees has caused this Agreement to be signed by its President, attested by its Clerk.

President, President, Board of Trustees

Butte College Education Association Butte-Glenn Community College District

Date: 06/28/2013 Date: 6/26/2013

 $\sqrt{1}$

Simple The Date: 6/26/2013

	PUBLIC ENVLO	WHENT RELATIONS INVINI) Applicat
In the Matter of:		·
BUTTE COMMINITY COL	LEGE DISTRICT	
Emp 1	loyer,	Type of Election
and		(Check One)
BUTTE COLLEGE EDUCA	ATION ASSOCIATION	Consent Agreement
	loyee Organizatio) [X]
and	oles organizatio)
		Board Direction
BUTTE COLLEGE INDEP	PENDENT FACULTY	Ś
•	loyee Organizatio	n. Docket No. S-R-627
•	CERTIFICATI	ON OF REPRESENTATIVE
recourse on comparison		mineralkiner by the traffic bubloaustic
Relations Board, IT ballots have been to	IS HEREBY CERTIF ast for	undersigned by the Public Employment TED that a majority of the valid CATION ASSOCIATION, CTA/NEA
Relations Board, IT ballots have been to B and that, pursuant comployee organization	IS HEREBY CERTIF ast for OUTTE COLLEGE EDUCATION to the Public Emp on is the exclusi	TED that a majority of the valid CATION ASSOCIATION, CTA/NEA Cloyment Relations Act. described the representative of all the employees
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	AND	EDMUND G. SEOWAY			
ć	employment relations board	Appendix A2			
	BUTTE COMMUNITY COLLEGE DISTRICT)	Case Kumbers: S-R-627; S-UM-133 Date Exclusive Representation Obtained:			
	and)	Voluntary Recognition:			
	BUTTE COLLEGE EDUCATION) ASSOCIATION/CTA/NEA	. PERB Cartification: June 21, 1979			
	Exclusive Representative) Output Description:	Consent Election Directed Election			
	HODIFICATION OF UNIT:	ZETTIFICATION CERTIFICATED			
•		the undersigned by the Public Employment edification of the above-referenced unit			
	Add full-time certificated Spec certificated unit.	tial Education Teachers to the established			
	This unit modification certification shall not be considered to be a new certification for the purpose of computing time limits pursuant to FERS Regulation 3275%.				
	Issuance of this certification should not be interpreted to mean that the Board would find the unit in question to be an appropriate unit in a disputed case.				

On behalf of PUBLIC EMPLOYMENT RELATIONS BOARD

PERB-150 (11/80) av

Ca the 7th day of August, 1981

Appendix A3

TE OF CALIFORNIA	COMING G. SROWN R
BUC EMPLOYMENT RELATIONS BOARD	APR 6- 1993
	of the
Butte Community College Distric	e.,
Employer,	Type of Election
and	Consent Agreemen
Butte College Education Associa	Board Directed
and	
Butta Faculty Alliance,	X Directed
Employee Organizations.	Case Number: S-R-627; S-D-54
Salations Board, IT IS HERESY a majority of the valid ballots Butte College E and that, pursuant to the Highe	
	er Education Employer-Employee Scietions Act,
employees in the unit set forth	is the exclusive representative of all the
Shall INCLUDE: Full-time in District an	is the exclusive representative of all the
Shall INCLUDE: Full-time is District an contract em schedule. Shall EXCLUDE: All other contract of the contra	n is the exclusive representative of all the below: Instructors in the Butte Community College of all probationary full-time certificated
Shall INCLUDE: Full-time is District an contract em schedule. Shall EXCLUDE: All other contract of the contra	is the exclusive representative of all the below: Instructors in the Butte Community College dall probationary full-time certificated ployees assigned to the instructor salary extificated district employees; also all supervisory and confidential employees.
Shall INCLUDE: Full-time in District an contract em schedule. Shall EXCLUDE: All other commanagement,	is the exclusive representative of all the below: Instructors in the Butte Community College of all probationary full-time certificated ployees assigned to the instructor salary errificated district employees; also all supervisory and confidential employees.
Shall INCLUDE: Full-time is District an contract em schedule. Shall EXCLUDE: All other commanagement, Signed at Sacramento, California	is the exclusive representative of all the below: Instructors in the Butte Community College of all probationary full-time certificated ployees assigned to the instructor salary errificated district employees; also all supervisory and confidential employees.
Shall INCLUDE: Full-time is District an contract em schedule. Shall EXCLUDE: All other commanagement, Signed at Sacramento, California	is the exclusive representative of all the below: Instructors in the Butte Community College dall probationary full-time certificated ployees assigned to the instructor salary ertificated district employees; also all supervisory and confidential employees.

APPENDIX B

BUTTE-GLENN COMMUNITY COLLEGE DISTRICT ACADEMIC SALARY SCHEDULE

<u>Please refer to the Butte College website for current salary schedule figures.</u>

10-month, 177-day Schedule

TEPS	<u>CLASS I</u>	CLASS II	CLASS III	CLASS IV
		-		-
1	46,088.40	50,200.07	54,316.67	58,430.82
2	48,553.93	52,671.75	56,782.19	60,902.50
3	51,023.16	55,139.74	59,257.56	63,369.24
<u>4</u> 5	53,491.13	57,607.75	61,721.87	65,837.23
	55,962.81	60,073.26	64,193.55	68,307.68
6	58,429.57	62,538.79	66,657.84	70,774.44
7	60,893.89	65,011.71	69,122.15	73,237.52
8	63,365.55	67,480.92	71,593.83	75,712.88
9	65,829.87	69,946.46	74,065.51	78,180.88
10	68,306.45	72,418.13	76,532.27	80,650.09
11	68,306.45	74,886.12	79,003.95	83,210.21
12	68,306.45	74,886.12	79,003.95	85,587.30
13	68,306.45	74,886.12	79,003.95	88,054.06
14	68,306.45	74,886.12	79,003.95	88,054.06
15	68,306.45	74,886.12	79,003.95	88,054.06
ONGEVITY	Y (LONGEVITY LEV	ÆLS WILL BE A	Γ STEPS 16, 20 AN	<u>ID 24)</u>
16	71,047.17	77,890.84	82,173.89	91,587.13
17	71,047.17	77,890.84	82,173.89	91,587.13
18	71,047.17	77,890.84	82,173.89	91,587.13
19	71,047.17	77,890.84	82,173.89	91,587.13
20	73,787.89	80,895.56	85,343.84	95,120.20
21	73,787.89	80,895.56	85,343.84	95,120.20
22	73,787.89	80,895.56	85,343.84	95,120.20
23	73,787.89	80,895.56	85,343.84	95,120.20
24	76,528.61	83,900.28	88,513.78	98,653.27
anartmont (Chair/Coordinator St	inande		
epartment C	-	<u>1penas</u> 58.97		

Department Chair I	11,358.97
Department Chair II	11,358.97
Department Chair III	4,578.81
Coordinator I	4,578.81
Coordinator II	2,078.08

Doctorate Stipend 3,041.83

SALARY SCHEDULE PLACEMENT

Maximum initial placement on the salary schedule shall be Step 6 of the appropriate class. Unit members shall receive appropriate credit for previous full-time teaching, instructional support services and related work experience that may allow them a maximum of five (5) steps on the salary schedule, therefore placing them on Step 6. One (1) year step credit will be granted for each two (2) years of full-time work experience related to their initial employment assignment to a maximum of ten (10) years full-time related work experience. A combination of full-time teaching and related work experience may be used for initial placement but the maximum initial salary placement shall be Step 6. The Administration may place above the sixth (6th) step when deemed necessary for the purpose of hiring qualified applicants. The unit member will proceed through Step 15 annually. At that point, longevity units must be completed to attain Steps 16 through 24

DOCTORAL STIPEND

To receive the doctor's degree stipend (see 13.15), the doctor's degree shall be earned, not honorary, from an institution recognized by either the Council on Post-Secondary Accreditation or on the International Accrediting Association list of recognized agencies published by the U.S. Department of Education, Division of Eligibility and Agency Evaluation.

LONGEVITY

For the term of this Agreement, Column IV, Step 24 will be adjusted as follows: The 20-school average will be used to find the highest non-PhD. salary using the same formula and method as used to determine the salary increase. The 24th step will be raised to this average amount and the steps 16 and 20 equally spaced between 13 and 24. For Columns I, II and III, step 24, we will determine the percent increase between Column IV, steps 13 and 24 and increase step 13 in Columns I, II and III by that same percent increase. This is the new step 24. Steps 16 and 20 for these columns will then be placed equally between steps 13 and 24.

Members must complete required units AND progress annually through the steps. Only units completed after a longevity level will qualify for the next longevity level. By completing six (6) units, a member may advance one longevity level if supported by service credit steps. This "catch up" may be performed one-time only. At the end of the academic year in which the units are completed, the member's salary step placement will be adjusted for the next year's contract.

** Longevity and Column Movement Units:

- 1. Longevity levels require six (6) units. These six units must be earned between each step.
- 2. Units taken must be job-related and have prior approval of the LTPA Committee and by the Chief Instruction Officer.
- 3. Units may be used for longevity or column changes; not both.
- 4. Other experiences may be used in lieu of college units with prior approval of the LTPA Committee and confirmed by the Chief Instruction OfficerVice President of Instruction. The LTPA Committee confirmed by the Chief Instruction will convert these experiences to a unit value.
- 5. See LTPA Committee guidelines for submission.

CLASS AND STEP REQUIREMENTS

- A = Placement of academic instructors and those vocational instructors who qualify initial placement on salary schedule.
- B = Placement of vocational instructors only. Programs designated annually by the Board of Trustees for initial placement on salary schedule

<u>CLASS I (UNIT EQUIVALENT - 136) -</u> A valid California teaching credential appropriate for the community college or meets minimum qualifications for the discipline.

- A. B.A. Degree + 12 semester units.
- B. 1. H.S. diploma + 6 years of related work experience + 64 semester units to H.S. diploma + 10 years related work experience + 16 semester units.
 - 2. A.A. Degree + 4 years related work experience + 28 semester units to A.A. Degree + 5 years related work experience + 16 semester units.

<u>CLASS II (UNIT EQUIVALENT - 160)</u> - A valid California Teaching Credential appropriate for the community college or meets minimum qualifications for the discipline.

- A. M.A. Degree
- B. 1. A.A. Degree + 4 years related work experience + 52 semester units to A.A. Degree + 7 years related work experience + 16 semester units.
 - 2. B.A. Degree + 2 years related work experience + 12 semester units to B.A. Degree + 3 years related work experience + 0 semester units.

<u>CLASS III (UNIT EQUIVALENT - 184)</u> - A valid California Teaching Credential appropriate for the community college or meets minimum qualifications for the discipline.

- A. 1. M.A. Degree + 24 semester units.
 - 2. B.A. Degree + 60 semester units, including M.A. Degree
- B. 1. A.A. Degree + 4 years related work experience + 76 semester units to A.A. Degree + 7 years related work experience + 40 semester units.
 - 2. B.A. Degree + 2 years related work experience + 36 semester units to B.A. Degree + 4 years related work experience + 12 semester units.
 - 3. M.A. Degree + 2 years related work experience + 0 semester units.

<u>CLASS IV (UNIT EQUIVALENT - 208)</u> - A valid California Teaching Credential appropriate for the community college or meets minimum qualifications for the discipline.

- A. 1. M.A. Degree + 48 semester units.
 - 2. B.A. Degree + 84 semester units, including M.A. degree.
- B.A. Degree + 2 years related work experience + 60 semester units to
 B.A. Degree + 5 years related work experience + 24 semester units (with M.A. Degree equivalent.*)
 - 2. M.A. Degree + 2 years related work experience + 24 semester units to M.A. Degree + 3 years related work experience + 12 semester units.

*M.A. Degree equivalent as determined by the College. Refers to a planned or coordinated program leading to a specific objective related to the instructor's assigned area of teaching. The program shall be determined by the assistant superintendent, the instructional dean and the instructor involved.

BUTTE COMMUNITY COLLEGE

PROFESSIONAL ADVANCEMENT APPLICATION

CHECK ONE:COLUMN	N MOVEMENT	ACADEM	IC LONGE	VITY
NAME:		DATE:		
DEPARTMENT:				
APPROVAL IS REQUESTED FOR	THE FOLLOWING O	COURSE/SPECIAL	PROJECT:	
Dept/# Course Title	<u>Institution</u>	Enrollment Period	<u>Units</u>	
			· — —	Sem/Qtr
		_		Sem/Qtr
OR Title of Proposed Special Project	Project Period	<u>Units</u>	<u>Proposed</u>	
				Sem/Qtr
**IMPORTANT: PLEASE ATTAC SPECIAL PROJECT RELATES T LTPA COMMITTEE GUIDELIN	CH A TYPED JUSTIFI	CATION AS TO HO	OW THE C	
REQUEST				
Approved () Denied ()	LTPA Committee	Chair		Date
Approved () Denied ()	Chief Instruction	Officer		Date
COMPLETION (Verified and Appro				·
Approved () Units:	LTPA Committee	Chair		Date
Approved () Units:			<u> </u>	
	Chief Instruction	Officer		Date

Approved by LTPA Committee - 10/12/01

APPENDIX D

REGULAR ACADEMIC ADDITIONAL DUTIES COMPENSATION SCHEDULE Please refer to the Butte College website for currnet salary schedule figures.

ADDITIONAL DUTY ASSIGNMENT

COACHNG STIPEND

Head Football	11,573.39
	•
Assistant Football	9,810.54
Head Basketball	11,573.39
Assistant Basketball	6,833.96
Baseball/Softball	8,595.59
Assistant Baseball/Softball	6,833.96
Track	8,595.59
Track Assistant	6,833.96
Wrestling	8,595.59
Tennis	8,595.59
Volleyball	8,595.59
Cross Country	8,595.59
Golf	8,595.59
Soccer	8,595.59
Assistant Soccer	6,833.96

OTHER

Pep Team	4,956.87
Band	2,642.43
Choral	2,642.43
Journalism	1,760.39
Club Advisor	880.81
SIFE	8,595.50
Phi Theta Kappa	8,595.50
Drama	8,595.50
Forensics-	8,595.50

Additional Duty Stipends may be shared with non-unit members upon mutual agreement of the BCEA and the Chief Instruction Officer.

ACADEMIC JOB DESCRIPTIONS

7.2.1 FULL-TIME COLLEGE INSTRUCTOR

The full-time college instructor is responsible for effective performance in the following areas:

- A. General Scope of Responsibilities
 - 1. Excellence in teaching and instruction.
 - 2. Maintenance of professional growth and academic currency.
 - 3. Carrying out of area, departmental and/or program responsibilities.
 - 4. Contribution to the College as a whole in the form of College- wide service.
 - 5. Service to the local community (optional).
 - 6. Development and assessment of student learning outcomes.
- B. Teaching and Instruction The following duties are representative of the kinds of expectations that are normally required of a full-time Butte College instructor. Certain duties are common to the everyday operational needs of the College while other activities may be required on an as needed basis. All of the duties, however, are common requirements at various times for full-time instructional positions.
 - 1. Plans for and initiates curriculum improvements.
 - 2. Plans for and is continually well prepared to teach.
 - 3. Provides organized delivery of instruction.
 - 4. Is courteous to and approachable by students.
 - 5. Instruction is consistent with the stated and approved goals and content of the course.
 - 6. Sticks to the subject matter of the course.
 - 7. Shows enthusiasm for the subject matter.
 - 8. Uses effective motivation to create a personal desire to learn the subject/skill(s).
 - 9. Uses standards of student evaluation that are clear, fair and followed consistently throughout the course.
 - 10. Requires levels of instructor and student effort sufficient to the mastery of the subject or skills in the course.
 - 11. Grades and returns student assignments and tests in a reasonable period of time.
 - 12. Makes effective use of teaching aids and materials required of students (e.g., texts, manuals, etc.).
 - 13. Is effective as a teacher.
 - 14. Prepares complete course outlines and syllabi.
 - 15. Continually revises and updates course content and materials of instruction.
 - 16. Coordinates course contents and methods with other teachers in the program/discipline.
 - 17. Meets and assists students during office hours or by appointment or at other reasonable times.
 - 18. Initiates and carries through with improvements to course contents and methods.
 - 19. Initiates and/or participates in overall department-wide program development, maintenance, evaluation, revision and/or expansion.
- C. Professional Growth and Currency
 - Instructors are required to show examples of activities which demonstrate a pattern of academic, professional, and/or technical updating or currency.
 2013-15 BCEA Contract
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D. Area or Departmental Responsibilities

- 1. Is knowledgeable about and abides by College policies and procedures. This includes the accurate and timely submission of all reports, grades and paper work.
- 2. Meets deadlines and time targets.
- 3. Orders instructional materials, equipment and textbooks with sufficient lead times.
- 4. Assists in scheduling.
- 5. Assists in course staffing functions.
- 6. Provides assistance and help to other full-time, part-time and/or new instructors.
- 7. Coordinates plans and activities with others.
- 8. Provides information for the development of departmental budgets.
- 9. Monitors expenditures to keep within authorized budget spending appropriations.
- 10. Exercises good judgment in the use of and/or management of facilities, equipment and supplies.
- 11. Attends assigned meetings as requested.
- 12. Is punctual to assigned meetings.
- 13. Works well with peers, classified staff and administration.
- 14. In general, is easy and cooperative to work with.
- 15. Does his/her fair share of outside of class departmental duties and responsibilities, including contributing to unit plan and program review processes..

E. College-wide service

- 1. Volunteers to serve on College committees.
- 2. When requested serves on College committees and project teams.
- 3. Serves as a sponsor to student clubs and organizations.
- 4. Participates in faculty governance.
- 5. Participates on special project teams or ad hoc committees.

F. Community service (optional)

- 1. The College values the contributions made to the local community by the instructional staff, however, such contributions are at the option of the instructor and are not a formal requirement of the position.
- G. The education, experience, aptitudes, skills, etc., for instructional positions differ by type of academic or vocational program. Refer to job announcements for specific job specifications.
- For Cal Works instructors only, Section 7.2.1(D)15 and Section
 7.2.1(E)2 together mean: Works closely with public employment and training service agencies to coordinate instruction and curriculum.

7.2.2 COUNSELORS

- A. Non-classroom staff responsibilities represent a forty-hour week (199 days). The responsibilities of Counselors include but are not limited to the following:
 - 1. Providing academic, vocational and personal counseling to students on an individual basis.
 - 2. Providing group counseling for the accomplishment of specific objectives.
 - 3. Assisting in the planning and implementation of registration.
 - 4. Assisting students with petitions for graduation and to the Academic Council.
 - 5. Establishing and maintaining communication with the various instructional divisions, the administration and the staff of the College.
 - 6. Establishing and maintaining communications with the high schools served by the College.
 - 7. Establishing and maintaining communications with community agencies that can serve our students.
 - 8. Serving on various College committees.
 - 9. Keeping current with developments and changes in his or her field.
 - 10. It is understood that these responsibilities may require a minimum of five (5) hours off-campus per week at the professional discretion of the staff member with the approval of the Assistant Dean for Counseling and EOPS.11.
 - 11. Development and assessment of student learning outcomes.

7.2.3 <u>LEARNING DISABILITIES SPECIALIST</u>

- A. Non-classroom staff responsibilities represent a forty-hour week. The responsibilities of the Learning Disabilities Specialist include, but are not limited to the following:
 - 1. Administering and interpreting tests of language, perception, memory and achievement.
 - 2. Obtaining information relevant to students' learning problems.
 - 3. Developing instructional material specially suited to the students and providing information concerning available, suitable materials.
 - 4. Supervising tutors assigned to students.
 - 5. Providing instruction for students in DSP&S.
 - 6. Consulting with subject matter instructors regarding specific students and materials.
 - 7. Maintaining liaison with vocational programs and job agencies in cooperation with job placement services.
 - 8. In cooperation with the counseling staff, providing guidance to students for appropriate courses and programs.
 - 9. Serving on various College committees.
 - 10. Keeping current with developments and changes in his/her field.
 - 11. Assisting the director of DSP&S in responsibilities which are directly related to program maintenance.
 - 12. Development and assessment of student learning outcomes.

7.2.4 <u>REFERENCE LIBRARIAN A AND B</u>

- A. Non-classroom staff responsibilities represent a forty-hour week (Reference Librarian A-177 days; Reference Librarian B-199 days). The responsibilities of the Reference Librarian include but are not limited to the following:
 - 1. Assisting faculty, staff and students in the use of print and automated library sources.
 - 2. Developing and teaching information-seeking skills to faculty, staff and students. With the assistance of relevant faculty, plans and coordinates library resources in relation to new classroom learning.
 - 3. Selecting and recommending automated and print sources for purchase by the library.
 - 4. Writing and releasing procedures for circulating the general collection, reserve and periodicals collections, and for the utilization of the reference collection.
 - 5. Assisting in the selection, training, and supervising of employees within departments. Serves as acting director in the absence of the Library Director.
 - 6. As a member of the faculty, serving on various college committees.
 - 7. Representing the library at appropriate local, state or national meetings.
 - 8. Assisting in grant-writing activities with various faculty and administrators, as needed.
 - 9. Development and assessment of student learning outcomes.

7.2.5 COORDINATOR OF JOB PLACEMENT AND WORK EXPERIENCE

- A. Non-classroom staff responsibilities represent a forty-hour week. The work year shall be 221 days. The assignment of days will be flexible
 - in order to meet the needs of unit member, students, and office. Leave may be taken at any time during the year based upon prior approval
 - of Office Director. The responsibilities of the Coordinator of Job Placement and Work Experience include, but are not limited to the following:
 - 1. Developing full-time, part-time, permanent and temporary job opportunities for students currently attending Butte College.
 - 2. Developing job readiness information, job seeking, interviewing, resume and application tips and strategies.
 - 3. Working directly with teachers in identifying and placing students in appropriate work experience locations.
 - 4. Assisting in program planning and supervision of the College Work Experience program.
 - 5. Developing and maintaining all records, employer contracts, and student files as required by District policy and state regulations.
 - 6. Assigning grades and units for General Work Experience students.
 - 7. Monitoring assignment of grades and units for Career Work Experience students.
 - 8. It is understood that these duties may require work off-campus and/or during irregular hours at the discretion of the coordinator with approval from the director.
 - 9. Assisting the director of career planning, placement, assessment and work experience in responsibilities which are directly related to program maintenance.
 - 10. Submitting reports as required which include: number of jobs generated, number of students placed, and total value of job orders and placements.
 - 11. Designing new employment skills guides (resume, application and interview guides).
 - 12. Assessing students' marketable skills via standardized vocational assessment instruments, college transcripts and teacher recommendations.
 - 13. Establishing policies, procedures and priorities for all activities of the Job Placement and Work Experience office.
 - 14. Interpreting district policy, Title 5 and other relevant policies, laws and regulations pertaining to work experience.
 - 15. Directly supervising full-time clerk and student assistants.
 - 16. Maintaining office hours to advise students regarding work experience and placement.
 - 17. Development and assessment of student learning outcomes.

7.2.6 LEARNING RESOURCE SPECIALIST

- A. Non-classroom staff responsibilities represent a forty-hour week, eleven months a year. The responsibilities of the Learning Resource Specialist include, but are not limited to the following:
 - 1. Implement a comprehensive tutoring program.
 - 2. Implement a Supplemental Instruction Program.
 - 3. Provide effective learning assistance for high-risk students seeking tutorial help.
 - 4. Establish a tracking system for students using the Center for Academic Success.
 - 5. Maintain existing learning resource materials and make them available to faculty, tutors and students.
 - 6. Identify new materials, including software, for use in the Center.
 - 7. Promote the Center and provide outreach to faculty and students.
 - 8. Act as a liaison to faculty in various disciplines to ensure appropriate tutoring services are available.
 - 9. Act as a liaison to student service personnel to ensure collaboration is maximized.
 - 10. Maintain a supportive learning environment in the Center for Academic Success both on and off campus.
 - 11. Supervise instructional aides and tutors both on and off campus.
 - 12. Facilitate and supervise test proctoring.
 - 13. Provide a comprehensive tutor training program, including the possible teaching of Educe 20.
 - 14. Assist in institutional research, including measuring success of Center efforts vis-à-vis PFE and Vision 2005 goals.
 - 15. Staff and/or provide for orientation sessions/tours.
 - 16. Provide information on general and specific CAS services and activities to students, faculty and community on a regular basis.
 - 17. Assist in hiring of tutors and instructional aides.
 - 18. Schedule and staff appropriate workshops for students and staff in conjunction with appropriate Chairs.
 - 19. Assist in creation and dissemination of CAS handbook and promotional materials.
 - 20. Provide assistance to the coordinator as assigned.
 - 21. Assume other reasonably related duties as negotiated.
 - 22. Development and assessment of student learning outcomes.

7.2.7 COORDINATOR FOR THE CENTER FOR ACADEMIC SUCCESS

- A. Non-classroom faculty responsibilities represent a forty-hour week (199 days). The responsibilities of the Coordinator for the Center for Academic Success include, but are not limited to, the following:
 - 1. Provide imaginative leadership for the Center for Academic Success (CAS) to establish and maintain student-centered tutoring and other learning assistance programs, which facilitate student success.
 - 2. Train and supervise Learning Resource Specialist(s) assigned to CAS to ensure all duties are satisfactorily performed. Participate in ongoing evaluations of Learning Resource Specialist(s).
 - 3. Manage the collection and reporting of relevant information regarding students' usage of CAS services and student outcomes resulting from accessing CAS services.
 - 4. Establish and maintain a library and catalog of learning resource materials for student and faculty use.
 - 5. Establish and maintain a process to routinely communicate with faculty to inform them on the services and resources available in CAS, to identify high-risk students (for targeting resources), and to coordinate the delivery of CAS services.
 - 6. As "lab manager," arrange the scheduling of assigned CAS computer lab(s) to accommodate student and faculty needs. Coordinate with teaching faculty to identify software for installation into the labs and with the Director of Enterprise Networks to ensure that the software is installed and maintained in working order.
 - 7. Ensure that CAS staff maintains a supportive learning atmosphere anywhere and anytime CAS resources and services are delivered.
 - 8. Ensure that all "teacher of record" supervisory requirements are satisfied in the delivery of CAS services.
 - 9. Develop and schedule classes, workshops and other instructional interventions as required providing learning assistance and resources to faculty and students.
 - 10. Represent the Center for Academic Success in management meetings as required.
 - 11. Prepare and manage budgets for the operation and funding of CAS activities. Review and approve all expenditures maintaining expenditures within budget limits.
 - 12. Develop and communicate CAS goals, objectives, and departmental policies
 - 13. Manage the interviewing, hiring, and evaluation processes for student workers and instructional assistants. Establish and maintain supervision over CAS assigned instructional aides and tutors. Work with appropriate faculty to collect evaluative input on classroom tutors and instructional assistants.
 - 14. Assign work to, supervise, and evaluate the performance of assigned classified staff. Coordinate the work assignments of assigned faculty. Assist administration in evaluating faculty performance.
 - 15. Identify and work collaboratively with appropriate contacts at CSU, Chico, and other institutions to establish internships for staffing CAS and LEAD classroom aids. Oversee the training, supervision, and tracking of current interns. Provide necessary documentation to Human Resources, CSU, etc., to facilitate the hiring process.
 - 16. Assume other duties as directed negotiated.
 - 17. Development and assessment of student learning outcomes.

7.2.8 EOPS FINANCIAL AID SPECIALIST/COUNSELOR

- A. Non-classroom staff responsibilities represent a forty-hour week (199 days). The responsibilities of the EOPS Financial Aid Specialist/Counselor include but are not limited to the following:
 - 1. Providing academic, career, and personal counseling to Extended Opportunity Programs and Services students on an individual basis or group basis.
 - 2. Assisting EOPS students with other campus services including, but not limited to, Assessment, Job Placement, Disabled Students Programs and Services.
 - 3. Assisting in the implementation of the College's Matriculation Plan, including new student orientation.
 - 4. Assisting with or advising multicultural student organizations.
 - 5. Assisting EOPS students with petitions for graduation, certificates of achievement and Academic Council.
 - 6. Making high school visitations.
 - 7. Assisting with the development of individual education plans for EOPS students.
 - 8. Keeping current with professional developments and changes.
 - 9. Assisting EOPS students with the successful completion of the financial aid process.
 - 10. Providing EOPS students with money management workshops and individual assistance.
 - 11. Assisting with Financial Aid needs assessment and awarding process as outlined in Title 5, Sections 56224, 56252, 56254, 56256 and 56258.
 - 12. Providing liaison between the Financial Aid Office and the EOPS Office and students.
 - 13. Serving as a member of the Financial Aid Advisory Committee.
 - 14. Other related duties as negotiated.
 - 15. Development and assessment of student learning outcomes.

7.2.9 EOPS COUNSELOR

- A. Non-classroom staff responsibilities represent a forty-hour week (199 days). The responsibilities of the EOPS Counselor include but are not limited to the following:
 - 1. Providing academic, career, and personal counseling to EOPS students on an individual basis or group basis.
 - 2. Assisting EOPS students with other campus services including, but not limited to, assessment, job placement, disabled student programs and services.
 - 3. Assisting in the implementation of the College's Matriculation Plan, including new student orientation.
 - 4. Assisting with or advising multicultural student organizations.
 - 5. Assisting EOPS students with petitions for graduation, certificates of achievement and Academic Council.
 - 6. Making high school visitations.
 - 7. Assisting with the development of individual education plans for EOPS students.
 - 8. Keeping current with professional developments and changes.
 - 9. Providing transfer services by assisting EOPS students to make the transition from Butte College to four-year colleges.
 - 10. Other related duties as negotiated.
 - 11. Development and assessment of student learning outcomes.

7.2.10 COORDINATOR OF COUNSELING SERVICES

- A. The Coordinator of Counseling will report to the Chief Student Services Officer or designee. The assigned time reduction to perform coordinator duties shall equal thirteen (13) hours per week of direct student contact time. The Coordinator of Counseling Services will be responsible for the following:
- 1. Assisting the Chief Student Services Officer or designee in coordinating Counselors' participation in the selection of Counseling staff.
- 2. Assisting in the implementation of the Counseling Program.
- 3. Assisting in the evaluation of counselors and office staff.
- 4. Coordinating counselor liaison with instructional departments.
- 5. Coordinating counselor liaison with high schools and the community.
- 6. Coordinating the Counseling schedule with the College calendar and assisting with matriculation services.
- 7. Assisting in coordinating the preparation of information and publications for counseling services.
- 8. Assisting in other areas as assigned by the Chief Student Services Officer or designee.
- 9. Development and assessment of student learning outcomes.

7.2.11 INSTRUCTIONAL DEPARTMENT CHAIRS

General

- 1. Collaborates with other Departments or Programs to coordinate instructional efforts.
- 2. Reviews and promotes compliance with applicable contracts, Memoranda of Understanding, policies & procedures.
- 3. Participates in other college planning activities.
- 4. Organizes and conducts Department or Program meetings as necessary and may represent the Dean, Assistant Dean or Director at such meetings when appropriate.
- 5. Directs, assigns work and collaborates with classified employees as assigned.
- 6. Completes work orders, approves or disapproves travel requests, prepares requisitions as necessary.
- 7. Coordinates orders for text books.
- 8. Schedules and approves equipment maintenance, repairs, updates or replacement.
- 9. Routinely available and helpful to students in crisis or requiring conflict resolution with Associate Faculty.
- 10. Maintains currency in their discipline, industry and with technology and related equipment, as appropriate:
- 11. Fosters awareness of liabilities and safety issues to keep students, faculty and others safe.
- 12. Collaborates on marketing efforts to inform the community about program opportunities.
- 13. Demonstrates leadership through involvement in College-wide activities and participates with the Learning Council.
- 14. In collaboration with Flex Coordinator, reviews and certifies flex activity requests for Associate Faculty.

Budget

- 15. Provides for timely budget development and ongoing budget oversight.
- 16. Abides by all applicable policies and procedures related to managing the budget in a fiscally responsible manner.

Unit Plans/Program Review/SLOs

- 17. Oversees preparation of Unit Plans in a manner that collaborates with faculty and staff.
- 18. Coordinates Program Review research and documents and collaborates with faculty.
- 19. Collaborates with Advisory Committees as necessary.
- 20. Coordinates (through collaboration) the assessment of student and program learning outcomes.
- 21. Maintains compliance with equipment and/or program certifications (as appropriate.)
- 22. Works with Counseling/Curriculum to create/maintain/enhance articulated pathways to universities & colleges.
- 23. Coordinates and completes Cooperative Agreements with K-12 schools or districts and other articulation agreements.
- 24. Supports and enhances Transfer Degree program opportunities.

Evaluations

- 25. Assures that all contractually required Associate Faculty evaluations are completed in a timely fashion.
- 26. Participates and provides feedback for evaluations of Full-Time Faculty as required by contract.

Hiring

27. Coordinates hiring process and recommends hiring of Associate Faculty.

Course Maintenance

- 28. Creates, modifies and obtains approval for scheduling courses, rooms, labs and instructors in a timely
- 29. Ensures that courses are staffed with qualified faculty in a timely manner.
- 30. Coordinates the review of the College Catalogue and Schedule for accuracy and completeness.
- 31. Reviews new courses and course modifications in the department.

7.2.12 CAREER COUNSELOR

- A. Non-classroom staff responsibilities represent a forty-hour week (199 days). The assignment of days will be flexible in order to meet the needs of the unit member, students and office. Leave may be taken at any time during the year on prior approval. The responsibilities of the Career Counselor include, but are not limited to une following:
 - 1. Assisting individuals in identifying and researching careers and major using counseling techniques, career resource materials, and computer assisted guidance systems.
 - 2. Administering and interpreting standardized vocational test including interest, aptitude and personality.
 - 3. Designing and conducting career-related workshops and classes.
 - 4. Providing career planning assistance and support to high schools and other special populations in the Butte College service area.
 - 5. Assisting students in accessing other campus services including, but not limited to, programs for special needs, skills testing, financial assistance, and job placement.
 - 6. Assisting with orientation and counseling of new students as part of matriculation.
 - 7. Keeping abreast of developments and changes in the career guidance field.
 - 8. Developing written and oral reports based on vocational assessments and career counseling as needed.
 - 9. Researching and keeping abreast of labor market changes and career opportunities.
 - 10. Other related duties as negotiated.
 - 11. Development and assessment of student learning outcomes.

7.2.13 **DISABILITIES SPECIALIST**

- A. Non-classroom responsibilities represent a forty-hour week (199 days). The assignment of days will be flexible in order to meet the needs of the unit member, students and office. Leave may be taken at any time during the year on prior approval.
 - 1. Assist and advise disabled students in matriculation procedures, i.e. enrollment, assessment, orientation, course selection and program planning.
 - 2. Administer and interpret both group and individual tests for the purposes of:
 - a. Determining the existence, nature, and extent of students' learning limitations (cognition, language, perception, memory achievement);
 - b. Reviewing documentation, identifying, and assigning students to the appropriate and fundable DSPS disability category (i.e.,, acquired brain injury, psychological disability, physical disability, communications disability); and
 - Certifying students who meet the DSPS criteria and Title V regulations for services or support as learning or developmentally disabled.
 - 3. Interview, screen, and certify students referred because of suspected learning disabilities.
 - 4. Develop and maintain liaison with on- and off-campus groups and agencies.
 - 5. Assess student "ability to benefit" as defined by state and federal regulations.
 - 6. Work with faculty and staff in identifying, developing, and providing individual services to assist disabled students in meeting their educational goals.
 - 7. Develop and recommend services, instructional programs, and adaptations to facilitate the education of disabled students.
 - 8. Conduct specific office intake procedures.
 - 9. Identify, certify, accommodate, and assist disabled students needing specialized assistance, services, or instruction.
 - 10. Evaluate requests for adaptive equipment by students with disabilities.
 - 11. Provide instruction and or tutoring assistance for students with disabilities.
 - 12. Develop and conduct in-service training for faculty and staff to promote awareness and sensitivity to the issues and needs of students with disabilities.
 - 13. Attend professional conferences and workshops related to the exceptional needs of individuals with disabilities.
 - 14. Assist with recruitment, outreach and the dissemination of information regarding DSPS programs and services.
 - 15. Remain current in knowledge of adaptive technology and related equipment for individuals with disabilities.
 - 16. Recruit, hire, train, assign, supervise, and evaluate work of student assistants, prescriptive tutors and instructional aides.
 - 17. Coordinate adapted services for students with disabilities across the college curriculum.
 - 18. Provide consultation with instructors and counselors regarding student limitations and needs for services.
 - 19. Assist with the development of individual education plans for DSPS students.
 - 20. Provide disability-related advising to DSPS students on an individual basis; assist students in the on- and off-campus management of their disability.
 - 21. Refer disabled students, as appropriate, to other college services, programs, and offices and, when necessary, assist the disabled student in accessing such programs and services.
 - 22. Interpret, for purposes of placement and advising, the Butte College Basic Skills Assessment, associated with student aptitude and academic achievement.
 - 23. Serve on college-wide committees and participate in the shared governance processes.
 - Assist the DSPS Coordinator as assigned.
 - 25. Development and assessment of student learning outcomes.

7.2.14 EOPS COORDINATOR

- A. The Coordinator of EOPS shall be responsible to the Dean of Special Programs on a 221 day contract, for forty hour week, for the coordination of Extended Opportunity Programs and Services and the CARE Program. Responsibilities shall include:
 - 1. Coordinate EOPS/CARE program services (eligibility, counseling, outreach/recruitment, peer advising, etc.).
 - 2. Coordinate planning and implementation of the EOPS Program (maintenance of EOPS records, MIS data).
 - 3. Assist in supervising and evaluating classified staff and student employees (not academic employees).
 - 4. Coordinate the budget for EOPS and CARE programs.
 - 5. Coordinate liaison with other departments, community agencies, and the K-12 sector.
 - 6. Coordinate assigned programs, projects and program components.
 - 7. Coordinate, in conjunction with the Dean of Special Programs, the preparation of information and publications of EOPS.
 - 8. Provide counseling services for EOPS and CARE-eligible students at a minimum of ten (10) hours per week.
 - 9. Coordinate, develop, plan and implement various outreach/recruitment programs specific to EOPS.
 - 10. Serve as EOPS representative on various campus and community organization committees.
 - 11. Perform duties in other areas as negotiated.
 - 12. Development and assessment of student learning outcomes.

7.2.15 ATHLETIC TRAINER

A. Non-classroom staff responsibilities represent a forty (40) hour week (199 days). The Athletic Trainer reports to the Director of Athletics who will assign the duties of the trainer. The duties will include, but not limited to, the following:

Injury Prevention

- 1. Assist the team physician in pre-participation health screenings.
- 2. Identify and protect pre-existing physical conditions that might predispose the athlete to injury.
- 3. Determine whether the athletic equipment and facilities are safe to use for competition or practice.
- 4. Advise coaches during pre-season, in season, and off-season strength, conditioning and flexibility sessions.
- 5. Educate athletics to prevent the use of dangerous skills and techniques.
- 6. Design, fabricate, fit and apply appropriate taping, wrapping, and protective devices to prevent athletic injury.
- 7. Monitor environmental conditions such as temperature, humidity, and make recommendations relative to athletic performance.

Recognition and Evaluation of Injuries and Illnesses

1. Recognize and evaluate injuries in order to determine the degree of injury, the proper transportation of the injured athlete, the ability of the athlete to return to participation, and/or the appropriate medical referral.

Rehabilitation

- 1. Develop therapeutic and exercise criteria for the return of the injured athlete to functional participation to minimize re-injury.
- 2. Evaluate the use of rehabilitation equipment, manual techniques, and therapeutic modalities to determine their appropriate use and application.

<u>Injury Management/Treatment</u> and Disposition

- 1. Select and administer appropriate first aid using proper emergency care procedures and equipment.
- 2. Administer appropriate medical personal and faculty.
- 3. Coordinate athletic training coverage for practices and games according to the nature of the sport as it pertains to the possibility of injury.

Organization

- 1. Establish a standardized written procedure for planning, organizing, and implementing health care services.
- 2. Establish with emergency support services an emergency triage plan.
- 3. Document all athletic training treatments and services provided by health care professionals.
- 4. Purchase equipment and supplies.
- 5. Organize and administer all aspects of record keeping, budgeting, facilities upkeep including the policies and procedures of the total athletic training program.
- 6. Developed and supervise a student athletic trainer program.
- 7. Establish a communication system to provide coaches with a day-to-day progress report on their injured athletes.

Education and Advising

- 1. Review previous injuries and work with athletes to assess personal status for safe participation.
- 2. Provide information on health topics such as substance abuse, diet, etc., and if needed refer the athlete to specialist for counseling or consultation in areas of personal, social, or emotional problems.
- 3. Advise athletic staffs and teams on potentially hazardous situation to ensure safe participation.
- 4. Instruct student athletic trainers within the athletic training.
- 5. Instruct student athletics trainers in clinical and interpersonal communication skills to facilitate professionalism.
- 6. Development and assessment of student learning outcomes.

7.2.16 STAFF DEVELOPMENT COORDINATOR

- A. Non-classroom staff responsibilities represent a twenty-hour week during the Fall and Spring semesters a forty-hour week during non-instructional periods. The responsibilities of the Staff Development Coordinator include, but are not limited to, the following:
 - 1. Coordinate the overall Butte College Staff Development Program.
 - 2. Chair the Staff Development Steering Committee.
 - 3. Chair the Flexible Calendar Committee.
 - 4. Coordinate the development, publication, dissemination, recording and reporting of Flex activities.
 - 5. Manage the Staff Development budget.
 - 6. Assure compliance with state guidelines and regulations regarding Staff Development.
 - 7. Evaluate and assess the Staff Development Program.
 - 8. Assure timely dissemination of information regarding Staff Development.
 - 9. Assist in other areas as negotiated.
 - 10. Development and assessment of student learning outcomes.

7.2.17 MESA PROJECT DIRECTOR

- A. Temporary, full-time unit member hired under Education Code Section 87840. Non-classroom responsibilities represent a forty-hour week (199 days). May require a minimum of five (5) hours off-campus per week in support of functions, at the professional discretion of the staff member with the approval of the Dean for Transfer and General Education. The responsibilities of the MESA Project Director include, but are not limited to, the following:
 - 1. Recruit students eligible for participation in the MESA program.
 - 2. Provide academic and career advice to MESA students.
 - 3. Establish and maintain relationships and communications with instructional programs directly related to the MESA program.
 - 4. Prepare and manage the program budget.
 - 5. Assure compliance with all guidelines and regulations related to the MESA program.
 - 6. Prepare and disseminate required reports.
 - 7. Establish and maintain communications with regional high schools, colleges, and universities, articulating programs and services where appropriate.
 - 8. Provide academic support services for MESA students.
 - 9. Maintain currency with MESA statewide initiatives.
 - 10. Establish and maintain relationships with related professional societies, businesses and industry.
 - 11. Coordinate student services for MESA students.
 - 12. Supervise staff assigned to the MESA program.
 - 13. Participate in MESA statewide activities.
 - 14. Evaluate the MESA program and staff.
 - 15. Development and assessment of student learning outcomes.

7.2.18 ASSOCIATED STUDENTS AND STUDENT ACTIVITIES ADVISOR

- A. Part-time, permanent faculty position. Non-classroom responsibilities represent a thirty-hour per week (months). The responsibilities of the Associated Students and Student Activities Advisor include, but are not limited to, the following:
 - 1. Plan and implement campus events and activities in conjunction with the Associated Students and Pubic Events Committee.
 - 2. Oversee Student Activities budget.
 - 3. Chair the Public Events Committee.
 - 4. Oversee club development, activities and travel.
 - 5. Update and produce periodically the Club Advisor's Handbook.
 - 6. Advise the Associated Students.
 - 7. Attend Associated Students' meetings.
 - 8. Teach one appropriate 3 unit course per semester chosen in consultation with the supervisor.
 - 9. Attend Associated Students' related conferences and regional meetings.
 - 10. Supervise student and employee ID Card System.
 - 11. Update and produce the Student Handbook annually.
 - 12. Complete payroll procedures related to student workers and club advisors.
 - 13. Development and assessment of student learning outcomes.

7.2.19 COORDINATOR OF TRANSFER CENTER

- A. Non-classroom staff responsibilities represent a forty-hour week (199 days). The Coordinator of Transfer Center will report to the Chief Student Services Officer or designee. The assigned time reduction to perform coordinator duties shall equal thirteen (13) hours per week of direct student contact time. The Coordinator of Transfer Center include those responsibilities described in general counseling as well as the following:
 - 1. Coordinator Transfer Center programs.
 - 2. Provide personal and crisis counseling and conducting counseling groups.
 - 3. Coordinate the evaluation of Transfer Center counselors and office staff.
 - 4. Coordinate Transfer Center liaison with instructional departments.
 - 5. Coordinate Transfer Center counselor liaison with high schools and communities.
 - 6. Coordinate the counseling schedule for Transfer Center staff.
 - 7. Assist in other areas as negotiated.
 - 8. Development and assessment of student learning outcomes.

7.2.20 DISTANCE LEARNING COORDINATOR

- 1. Reporting directly to the Dean responsible for Technology Mediated Instruction (TMI).
- 2. Assists with all planning, organizing, and development of Butte College's distance learning program.
- 3. Collaborates, as a member of TMI, with the Instructional Technology Specialists in supporting faculty with the training and development of curriculum and distance learning.
- 4. Works with faculty and staff to promote distance learning program development and the use of best practices in distance learning courses.
- 5. Chairs the Distance Learning Committee and oversees approval of online and hybrid courses.
- 6. Attends TMI department meetings.
- 7. Serves on the Academic Technology Committee.
- 8. Serves on the Technology Council.
- 9. Participates in statewide webinars and/or meetings of California Community Colleges' Distance Education Coordinator group, and responds to distance education survey requests from California Community College Chancellor's Office.
- Helps research, monitor and ensure compliance with state and federal codes, guidelines, and policies including accreditation standards, copyright and intellectual property rights, and Section 508 compliance.
- 11. Assists in identifying distance learning issues, needs and concerns in a timely manner; recommends and assists in implementing plans of action for improvement.
- 12. Promotes and facilitates professional development opportunities applicable to distance learning issues and practices (workshops, webinars, etc.)
- 13. Assists faculty in ensuring that courses offered through distance education meet the overall educational standards of the institution.
- 14. In the absence of TMI staff, assumes responsibilities for notifying the Learning Management System (LMS) hosting vendor of service disruptions.
- 15. Works with TMI staff to ensure that sufficient technical resources are available to faculty and students as related to distance learning.
- 16. Performs other duties as negotiated.
- 17. Development and assessment of student learning outcomes.

APPENDIX F

BUTTE COMMUNITY COLLEGE DISTRICT BUTTE COLLEGE EDUCATION ASSOCIATION

STATEMENT OF GRIEVANCE FORM

Grievant's Name and Signature	Department	Date of Filing the Statement of Grievance Form
Date of Alleged Grievance	Date/Location of Informal DiscussionImmediate Supervisor/Designate	Date of Oral Response From Supervisor
Signature/Date of BCEA Grievance Chairperson/Designate	Specific Contract Articles and Violated	Sections Alleged to Have Been

Grievant's Statement of the Facts to Support the Alleged Contract Violation(s):

Grievant's Statement of Resolution (Remedy) Desired to Resolve this Alleged Grievance:

Level I - Immediate Supervisor/Designee - Response to Alleged Grievance	Date of Receipt:
,g	Date of Response:
	Grievance Resolved:
	Grievance Denied:
Level II - Next Higher Designated Supervisor, Manager or Designee Above Level I -	Date of Receipt:
Response to Alleged Grievance	Date of Response:
	Grievance Resolved:
	Grievance Denied:

Level III - Next Higher Designated Supervisor,- Manager or Designee Above Level II Response to Alleged Grievance	Date of Receipt:
	Grievance Resolved:
evel IV - Advisory Third Party Intervention Recommended	Date of Receipt: Date of Receipt of Advisory Decision: Appealed to Board: Yes No Date: Appealed by: District Association
Level V - Appeal to Board of Trustees Decision of Board:	Date:
NOTE: Attach all responses to this form at all levels. Consult Art Copies of each response to be distributed to: Grievant, BCEA Grieversonnel Office.	

BUTTE COMMUNITY COLLEGE DISTRICT STUDENT INPUT FORM FOR INSTRUCTOR EVALUATION

INST	TRUCTOR NAME:	DATE:
CLA	SS:	
1	. Was the class session I observed today to (If "no", how was it different?)	fairly typical of how the class is normally conducted?
2.	On the <u>average</u> (over the course of the e spend studying for this class alone? (rea	entire semester) approximately how many hours per week do you ading, writing, etc.)
3.	What do you particularly like about this	instructor? What makes him/her especially effective?
4.	What, if anything, could this instructor of	do to become even more effective?
	Student's Name (optional)	

APPENDIX G2

(PRE-FORMAL EVALUATION) INSTRUCTOR INPUT INTO EVALUATION

Guidelines:

The Self-Evaluation Form is designed to provide another avenue by which your evaluators can be made aware of the breadth of contributions you feel you have made as an instructor and employee of the district. This form is designed to allow you the opportunity to have input into your evaluation process. This will enhance the probability that your overall evaluation will be better balanced and comprehensive. This document will allow the evaluator(s) to see how you would describe your overall contribution both as a teacher and a district employee BEFORE THE EVALUATOR(S) DEVELOPS YOUR FORMAL EVALUATION DOCUMENTS.

APPENDIX G2 - PAGE 2

INSTRUCTOR SELF EVALUATION AND INPUT FORM

INSTR	RUCTOR NAME:		DAT	E:	
TERM	(:	_AREA:	DEPARTMENT:		
EDUC	ATIONAL PROG	GRAM AREA: _		·	
growth	and currency, area	and departmental	butions to teaching and your respe contributions and service to the co d upon at your discretion.		
	PLEASE		E FULL-TIME INSTRUCTOR J DITIONAL SHEETS IF NEED!		
I.	TEACHING AN		N: Classroom-oriented accomplis	hments and contributions	including
			· · · · ·		
				·	
П.	pattern of academic taken (include date	ic, professional and es), conferences, p	D CURRENCY: List or describe d/or technical updating and curren professional awards, staff developm organizations, self-directed study,	cy in your teaching field, nent activities, visitations	i.e., course

INSTRUCTOR SELF EVALUATION AND INPUT FORM

III.	AREA AND DEPARTMENTAL RESPONSIBILITIES: List or describe activities which demonstrate a pattern of contributions to your academic area, department and program outside the classroom.				

IV. COLLEGE-WIDE SERVICE: List or describe activities which demonstrate a pattern of service to the college as a whole, i.e., participation in college governance, college-wide committees, project teams, student organizations, state-wide organizations, accreditation functions, etc.

V. COMMUNITY SERVICE: The College values the contributions made to the local communities by the instructional staff. However, such contributions are at the option of the instructor and are <u>not</u> a formal requirement of the full-time college instructor. This space is provided for you to insert a record of such contributions should you so desire. Information supplied is optional and is provided at your discretion.

INSTRUCTOR SELF EVALUATION AND INPUT FORM

compreh	INFORMATION: It ensive evaluation of year, unique situations, n	our performance a	nd contribution	ns to teaching and to	vant to a balanced at the college distric
			•		
				,	
			•		
	-		,		
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				V	
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APPENDIX G3

BUTTE COLLEGE EVALUATION REPORT OF INSTRUCTOR PERFORMANCE

INST	TRUCT	OR: DATE	
		TONAL PROGRAM OR DISCIPLINE:	
EVA	LUAT	ING ADMINISTRATOR(S) OR DESIGNEE(S):	
<u>Ratir</u>	 ng Scal	<u>e:</u>	
N/A	DOE	ES NOT APPLY to this employee at this time, and/or there has been insufficient opportu	nity to observe
	and/	or reasonably assess performance in this area.	•
(1)		ng MUCH LESS and/or quality is MUCH LESS THAN EXPECTED (quality/quantity).	
(2)		ng LESS and/or quality is LESS THAN EXPECTED (quality/quantity).	
(3)	Doir	ng WHAT IS EXPECTED in this position (quality/quantity).	
(4)	Doir	ng MORE and/or BETTER THAN IS EXPECTED (quality/quantity).	
(5)	Doin	ig MUCH MORE and/or MUCH BETTER THAN IS EXPECTED (quality/quantity).	
	The	evaluator shall explain any rating of 1 or 2 under the comment section.	
		ly the above rating except where indicated.	
	<u>rtbb</u>	the above family except where indicated.	
		I. TEACHING AND INSTRUCTION	
	CI.		RATING
A.	Clas	sroom effectiveness.	
	1.	Plans for and is continually well prepared to teach.	
	2.	Provides organized and effective delivery of instruction.	
	3.	Is courteous to and approachable by students.	
	4.	Is able to relate with students and command their respect.	
	5.	Stimulates student participation.	
	6.	Instruction is consistent with the stated and approved goals and	
		content of the course. (answer yes/no)	
	7.	Shows enthusiasm for the subject matter.	
	8.	Uses effective motivation to create student desire to learn	. –
		the subject/skill(s).	
	9.	Uses standards of student evaluation that are clear, fair and	
		followed consistently throughout the course.	
	10.	Requires and evaluates levels of student effort sufficient to the	
		mastery of the subject or skills in the course. (answer yes/no)	
	11.	Grades and returns student assignments and tests in a	
	10	reasonable period of time.	
	12.	Makes effective use of teaching aids and materials.	

APPENDIX G3 - PAGE 2

	13.	Overall effectiveness as a teacher.
B.	Prepa	ration of up-to-date instructional methods and materials.
-	1.	Prepares complete course syllabi.
	2.	Continually revises and updates course contents, methods and materials of instruction.
	3.	Coordinates course contents and methods with other teachers in the program/discipline.
C.		s and assists students during office hours or by appointment other reasonable times.
		II. PROFESSIONAL GROWTH AND CURRENCY
A.		onstrates a pattern of academic/professional and/or technical ing or currency. (See attached Self-Evaluation form.)
		III. AREA AND DEPARTMENTAL RESPONSIBILITIES
A.		owledgeable about and abides by College, Area and Departmental policies, procedures and ines/targets. (answer yes/no)
B.		rs instructional materials, equipment and textbooks, etc., in a y fashion.
C.		ts in scheduling and staffing functions.
D.		s cooperatively with and assists other staff members cially new instructors).
E.	Provi	des information for the development of departmental budgets nonitors expenditures.
F.	Exerc	rises good judgment in the management and use of facilities, ment and supplies.
G.		larly attends assigned meetings.
H.	revisi	tes and/or participates in overall Department-wide program development, maintenance, evaluation, on, up-dating and/or expansion of programs.
I.		ibutes to a sense of area and departmental teamwork.
J.		his/her fair share of area and departmental duties and nsibilities.
		IV. COLLEGEWIDE SERVICE
A.		onstrates a pattern of service on College committees, ets and/or student organizations.
B.	Partic	ipates in faculty/college governance. (See attached Self-ation).

V. COMMUNITY SERVICE (OPTIONAL)

(See attached Self-Evaluation)

VI. RECOMMENDATIONS

Chec	ck one of the	e choices below.
l.	()	Recommended for future employment when available.
2.	()	Future employment questionable. (See Faculty Member Improvement Plan if available.)
3.	()	Not recommended for continued employment.
If ful	l-time temp	porary position:
1.	()	Recommended for continued employment.
2.	()	Continued employment is questionable and is contingent upon correction of noted inadequacies. (See Faculty Member Improvement Plan.)
3.	()	Not recommended for continued employment because of a failure to correct noted inadequacies. (See previous Faculty Member Improvement Plan(s) and Result(s)).
If ful evalu	l-time tenur ation):	re or tenure-track position (Choice 3 cannot be checked unless choice 2 was checked in the last
1.	()	Recommended for continued employment.
2.	()	Continued employment is questionable and is contingent upon correction of noted inadequacies. (See Faculty Member Improvement Plan.)
3.	()	Not recommended for continued employment because of a failure to correct noted inadequacies. (See previous Faculty Member Improvement Plan(s) and Result(s). Except fo first or second year probationary unit members, choice 3 cannot be checked unless choice 2 was checked in the last evaluation.)
4.	. ()	If first or second year probationary unit members, not recommended for continued employment.

VII. COMMENTS OR NARRATIVE BY EVALUATOR

(Attach additional sheets if needed)

VIII. COMMENTS BY INSTRUCTOR

(Attach additional sheets if needed)

DATE:	*SIGNATURE OF INSTRUCTOR
DATE:	*SIGNATURE OF ADMINISTRATOR

^{*} This signature indicates that the instructor and evaluator, together, discussed this Formal Evaluation of Instructor Performance. It does not necessarily denote reciprocal agreement with all factors of the evaluation.

APPENDIX G4

DEPARTMENT CHAIR AND COORDINATOR INPUT FORM FORMAL EVALUATION OF INSTRUCTOR PERFORMANCE

Guidelines:

- 1. It is the responsibility of administration (area dean) to evaluate each full-time Butte College instructor.
- 2. To make this evaluation as meaningful, balanced and comprehensive as possible, it is important the department chairs and coordinators be provided a mechanism by which they can have input into and influence the Formal Evaluation of Instructor Performance process.
- 3. Department chairs and coordinators work very closely with faculty in achieving the goals and objectives of their respective educational departments and programs. As such they are in a position to provide valuable factual information to assist administrators (area deans) in their formal evaluations of instructors.
- 4. Information derived from this form shall not be used in the Formal Evaluation process unless its contents are independently verified by the evaluating dean. When the evaluating dean is finished, this document is to be attached with all other documentation (except for tenured faculty that select the peer option).

DEPARTMENT CHAIR AND/OR COORDINATOR INPUT FORM FORMAL EVALUATION OF INSTRUCTOR PERFORMANCE

INSTRUCTOR:	DATE:	
PROGRAM OR DISCIPLINE:	TERM:	
DEPARTMENT CHAIR AND/OR COORDINATOR	:	
PREFACE:		
This form is designed to provide a mechanism by which have input into the Formal Evaluation of Instructor Performance to administration as meaningful, balanced and content of engaging in evaluation of instructors.	rmance process. This is not an eval	uation form, but is to
Directions: Please comment in the following areas:		
A. PROFESSIONAL GROWTH AND CURRENCY	Y	

B. AREA AND DEPARTMENTAL RESPONSIBILITIES

APPENDIX G4 - PAGE 3

INSTRUCTOR:		DATE:			
			-	_	-

C. COLLEGEWIDE SERVICE

D. COMMUNITY SERVICE (OPTIONAL)

E. OVERALL COMMENTS (ATTACH EXTRA SHEETS IF NEEDED)

APPENDIX G5

STANDARDIZED OPTIONS FOR SOLICITING STUDENT INPUT DURING FORMAL OBSERVATION OF FULL-TIME TEACHING FACULTY

It is extremely important that the person being evaluated understand all options for gathering information from students.

During the pre-observation conference, the evaluator and instructor will discuss these information solicitation techniques to ensure that the instructor has an explicit understanding of each. Although there are strengths and weaknesses to each of these methods, it is important to note that each is a valid option for the instructor. The final decision of which technique used will be up to the evaluatee. The instructor will leave the room on options 1, 2 and 4.

Under each of these options, the instructor turns the class over to the evaluator. The evaluator then explains that the purpose of the observation is to provide the instructor with specific feedback regarding his or her teaching performance. The evaluator will provide positive reinforcement regarding effective performance and note any problem areas and make suggestions for improvement.

The evaluator should inform students that the teacher evaluation (including a classroom observation) is part of Butte College's standard personnel process. New full-time teaching faculty are evaluated several times during their first four years and then at least once every three years.

The evaluator must assure students of the confidentiality of the process. While a summary of the students' comments will be shared immediately with the instructor, individual student comments will not be identified by the evaluator and should not be communicated to the instructor by other students. (Any students with tape recorders should be asked at this time to turn them off both prior to and during the evaluation.)

Evaluators should note the importance of neutral body language and tone of voice when conducting any of the following processes. Students should be informed by the evaluator that he or she does not want to influence their responses and will be making every effort not to bias their input in any way. This should be communicated to the students before proceeding with any of the following five options, as selected by the person being evaluated:

- 1. This is the standard method: The evaluator asks the following questions of the group, making sure to ask for a show of hands whenever there appears to be anything less than consensus:
 - a. "Has this been a fairly typical class?" (If not, it may be important to come back for another observation at another time.)
 - b. "On the average, how many hours of homework do you need to do for this class?" (Students will come up with various figures, but it is possible to achieve consensus fairly quickly. This is valuable information for the instructor who may then want to either raise or lower requirements and/or expectations, but this question is optional.)
 - c. "What do you particularly like about this instructor--what makes him or her especially effective?"
 - d. "What, if anything, could she or he do to become even more effective?" (It is essential that this question not be asked with a negative slant!)

The evaluator should write students' comments on the board (which, or course, must be thoroughly erased before leaving the room) and, in the interest of time, ask a student to copy the comments on a piece of paper. The evaluator (or employee designee) should save this record (via written transcript) of the students' comments.

2. The same questions are asked as with Option #1, but the class is divided into smaller discussion groups. A spokesperson for each group then reports back to the evaluator and comments are written on the board. The entire class then "votes" as to whether or not they agree with each comment. As above, a student should be asked to copy this information as a permanent record.

The advantage of this variation to Option #1 is that it works well for especially large classes or classes which have many students who are not otherwise likely to express an opinion. The disadvantage is that it takes nearly twice as long as Option #1--from 20 to 30 minutes.

APPENDIX G5 - PAGE 2

3.. Ask the same questions as above, but have students write their responses on a sheet of paper, on 3x5 cards, or on a sheet of paper with the question stated. This method removes any doubt as to whether or not the evaluator is "slanting" the questions or pursuing negative feedback since the actual written comments can be returned to the instructor (but only at the end of the semester, after grades are posted!) for his or her perusal. Another advantage is that feedback is received from all the students—not merely the more vocal ones.

A potential disadvantage of this technique is that the evaluator must write a summary of the students' written comments long before the actual written comments can be provided to the instructor, thereby possibly distorting or reducing the validity of the immediate feedback. Another disadvantage is that students will not have the opportunity of hearing what other students have to say. (Having students engage one another when there is disagreement about an instructor can be a very beneficial thing for the dynamics of the class if handled appropriately by the evaluator.)

4. Follow the procedures described in Option #1 or Option #2. As a final step, summarize the instructor's perceived strengths and the suggestions for improvement; then distribute a questionnaire to the students in order to validate the process. The questionnaire would include the following:

"How accurately has the instructor's performance been described?
Please check the appropriate response:
Instructor is more effective than has been described Instructor's performance has been accurately described Instructor is less effective than has been described.
Please Comment:"

These brief questionnaires should be saved and provided to the instructor by the Dean.

The advantage of this option is that both the evaluator and the instructor will know to what extent students agree with what fellow students have said and how accurately the evaluator has summarized that feedback. Students who have not spoken up have an opportunity to reinforce what has been said or register any alternative feelings. The main disadvantage is that it further lengthens the time needed for the evaluation process.

5. The evaluator may use Butte College's standard Student Evaluation Feedback Form to gather input from students about the instructor's effectiveness. The evaluator distributes the questionnaires and computer input (scantron) sheets, then encourages the students to be as descriptive and specific as possible. Students turn in both the questionnaires and computer input sheets directly to the evaluator, who then leaves without further discussion with the students.

Prior to writing the narrative to the formal evaluation, the evaluator has the area office process the student evaluations feedback and also summarizes the students' responses, noting where there was widespread agreement as to an instructor's strengths or weaknesses. Of course the actual evaluation feedback forms and computer-generated report may not be given to the instructor until final grades are posted.

APPENDIX G5 - PAGE 3

A summary of student responses should always be included as part of the evaluator's narrative, regardless of which of the above options was used. Ultimately, the effectiveness of any of these options is largely dependent on the level of trust that exists between the instructor and the evaluator. An effective pre-observation conference can do much to establish that trust, but whenever an obvious problem exists, it is undoubtedly best to arrange for someone else to carry out the evaluation. Either the evaluator or the instructor may request to the Chief Instruction Officer that another individual be scheduled to conduct the evaluation.

FACULTY MEMBER IMPROVEMENT PLAN

FAC	FACULTY MEMBER: DATE ORIGINATED:		
ADN	MINISTRATOR:		
	The Current Undesirable Situation		
1.	Describe the areas or elements requiring improvement. What specifically are the inadequacies? In what order of priority? (A description of the current undesirable situation.)		
	Improvements Required		
2.	Describe the improvements, changes or results desired to correct the noted inadequacies. (Be specific, describe improvement outcomes required and time targets for their desired improvement.)		
	Methods to be Used		
3.	Describe the methods to be used to remove or correct the noted inadequacies. Describe any tasks, steps or activities to be undertaken by the faculty member. Describe any help or assistance to be rendered by others, i.e., administrators, colleagues, other professionals, etc.		
	Measurement of Results		
4.	Describe how the outcomes or results of the Improvement Plan will be measured. What methods will be used to evaluate whether the required improvements have been made? Describe any documentation, statistical references, data, faculty member submitted documents, evaluation instrument, milestone evaluation and feedback meetings with administrators, etc., to be used in determining whether or not the inadequacies have been corrected.		
	The Results of the Improvement Plan		
5.	Describe the results of the faculty member to improve and/or remove the inadequacies which are the subject of the overall Improvement Plan.		
	Administrative Recommendations		
6.	Make recommendations for administrative action based upon the final results of the faculty member to make the required improvements as specified in the Improvement Plan, i.e., retention, further revisions and extension of the current Improvement Plan, transfer to other duties, implementation of dismissed ention		

APPENDIX G7 - COUNSELOR

BUTTE COLLEGE SPECIAL SERVICES FACULTY EVALUATION FORM - COUNSELOR

FACULTY:	DATE:		
POSITION:			
EVALUATI	ING ADMINISTRATOR(S) OR DESIGNEE(S):		
	Purpose: We at Butte College are striving for excellence in our programs and instruction. This is an opportunity to analyze your effectiveness in relationship to good practices.		
INSTRUCT	<u>ION</u> : On this form, rate according to the following scale:		
N/A obse	DOES NOT APPLY to this employee at this time, and/or there has been insufficient opportunity to rve and/or reasonably assess performance in this area.		
(1)	Doing LESS and/or QUALITY is LESS THAN EXPECTED. (Quality/Quantity)		
(2)	Doing WHAT IS EXPECTED in this position. (Quality/Quantity)		
(3)	Doing MORE and/or BETTER THAN IS EXPECTED. (Quality/Quantity)		
form	itional comments are encouraged and should be entered in the appropriate areas on the back of this. The evaluatee may by mutual agreement with the immediate supervisor add job-related criteria to this nation instrument.		
The	faculty member:		
RATING	CRITERIA		
	1. has knowledge of academic advising requirements.		
	2. provides clear and concise information regarding academic requirements.		
	3. is well-prepared for counseling sessions.		
	4. has knowledge of career counseling.		
	5. meets counseling appointments promptly.		
	6. raises thought-provoking questions in counseling sessions.		
	7. encourages students to ask questions and express opinions.		
	8. provides a supportive atmosphere for resolving student personal problems.		
	9. is willing to assist students.		
	10. is willing to assist faculty and administration.		
	11. shows concern for students' progress.		
	12. understands the needs of students.		
	13. motivates students' interest in their educational planning.		
	14. completes records and reports accurately and on schedule.		
	15. works well with support staff.		
	16. engages in professional growth.		
	17. assists in program improvements.18. is involved in college activities.		
	18. is involved in college activities.19. participates in peer evaluations.		
	20. is involved in community activities.		
	21. works well with professional staff.		
	21. Works well with professional staff.		

APPENDIX G7 PAGE 2 - COUNSELOR

RATING	<u>CRITERIA</u>
	<u> </u>
	
	
	
	-
	COMMENTS
_	
	
	
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	-
 _	
Date:	*Signature of Faculty Member:
	Signature of Pacinty Member.
	•
ъ.	
Date:	*Signature of Administrator:

^{*}This signature indicates that the faculty member and evaluator, together, discussed this Evaluation of Non-Instructor Performance. It does not necessarily denote reciprocal agreement with all factors of the evaluation.

RECOMMENDATIONS

Chec	k one of the	choices below.
1.	()	Recommended for future employment when available.
2.	()	Future employment questionable. (See Faculty Member Improvement Plan if available.)
3.	()	Not recommended for continued employment.
If ful	l-time tempo	prary position:
1.	()	Recommended for continued employment.
2.	()	Continued employment is questionable and is contingent upon correction of noted inadequacies. (See Faculty Member Improvement Plan.)
3.	()	Not recommended for continued employment because of a failure to correct noted inadequacies. (See previous Faculty Member Improvement Plan(s) and Result(s)).
	l-time tenuro ation):	e or tenure-track position (Choice 3 cannot be checked unless choice 2 was checked in the last
1.	()	Recommended for continued employment.
2.	()	Continued employment is questionable and is contingent upon correction of noted inadequacies. (See Faculty Member Improvement Plan.)
3.	()	Not recommended for continued employment because of a failure to correct noted inadequacies. (See previous Faculty Member Improvement Plan(s) and Result(s). Except for first or second year probationary unit members, choice 3 cannot be checked unless choice 2 was checked in the last evaluation.)
4.	()	If first or second year probationary unit members, not recommended for continued employment.

BUTTE COLLEGE SPECIAL SERVICES FACULTY EVALUATION FORM - LIBRARIAN

FACUL	TY:	DATE:
POSITI		
EVALU	JATING A	DMINISTRATOR(S) OR DESIGNEE(S):
Purpose		utte College are striving for excellence in our programs and instruction. This is an unity to analyze your effectiveness in relationship to good practices.
INSTR	UCTIONS:	On this form, rate according to the following scale:
		NOT APPLY to this employee at this time, and/or there has been insufficient opportunity to d/or reasonably assess performance in this area.
	(2) Do:	ing LESS and/or QUALITY is LESS THAN EXPECTED. (Quality/Quantity) ing WHAT IS EXPECTED in this position. (Quality/Quantity) ing MORE and/or BETTER THAN IS EXPECTED. (Quality/Quantity)
	Additional form. The evaluation is	comments are encouraged and should be entered in the appropriate areas on the back of this evaluatee may by mutual agreement with the immediate supervisor add job-related criteria to this instrument.
1	The faculty	member:
RATIN	G	CRITERIA
<u> </u>	1.	instructs and guides students in their informational needs: ready reference or directional information.
	_ 2.	instructs and guides students in their informational needs: technical or research assistance.
	_ 3.	assists the staff/faculty in their information needs.
	_ 4.	advises library technicians of resources needed for student assignments/exams.
_	_ 5.	gives orientations for classes as requested by instructors.
_	_ 6.	gives library orientations for student assistants.
		instructs library technicians in using printed reference resources.
	_ 8.	maintains a positive learning environment in the library.
	_ 9.	provides professional backup/support to solve problems.
	_ 10.	selects appropriate and useful materials (books, periodicals, media, pamphlets, etc.) for
	11	purchase.
	_ 1I.	demonstrates use of library resources.
<u>.</u>	_ 12.	possesses written communication skills.
	_ 13.	possesses oral communication skills.
	_ 14. 15.	communicates with supervisor.
	_ 15. 16.	completes and compiles library reference statistics and reports accurately and on schedule.
	_ 10. 17.	engages in professional growth.
	- 17. 18.	assists in program improvements.
	_ 16. 19.	is involved in college activities.
	17	DOLLO DE CONTROL A DE DEEL EVALUACIONS

20. is involved in community activities.

APPENDIX G8 PAGE 2 - LIBRARIAN

<u>RATING</u>	<u>CRITERIA</u>
	<u> </u>
	
	
	
	
	-
	<u>COMMENTS</u>
	
	
	
	
Date:	*Signature of Faculty Member:
Date:	*Signature of Administrator:

*This signature indicates that the faculty member and evaluator, together, discussed this Evaluation of Non-Instructor Performance. It does not necessarily denote reciprocal agreement with all factors of the evaluation.

APPENDIX G8 PAGE 3 – LIBRARIAN

RECOMMENDATIONS

Check	k one of the cl	hoices below.
1.	()	Recommended for future employment when available.
2.	()	Future employment questionable. (See Faculty Member Improvement Plan if available.)
3.	()	Not recommended for continued employment.
If full	-time tempora	ary position:
1.	()	Recommended for continued employment.
2.	()	Continued employment is questionable and is contingent upon correction of noted inadequacies. (See Faculty Member Improvement Plan.)
3.	()	Not recommended for continued employment because of a failure to correct noted inadequacies. (See previous Faculty Member Improvement Plan(s) and Result(s)).
	-time tenure o	or tenure-track position (Choice 3 cannot be checked unless choice 2 was checked in the last
1.	()	Recommended for continued employment.
2.	()	Continued employment is questionable and is contingent upon correction of noted inadequacies. (See Faculty Member Improvement Plan.)
3.	()	Not recommended for continued employment because of a failure to correct noted inadequacies. (See previous Faculty Member Improvement Plan(s) and Result(s). Except for first or second year probationary unit members, choice 3 cannot be checked unless choice 2 was checked in the last evaluation.)
4.	()	If first or second year probationary unit members, not recommended for continued employment.

BUTTE COLLEGE SPECIAL SERVICES FACULTY EVALUATION FORM - SPECIALIST

FACULT	Y:	DATE:
POSITIO	N:	
EVALUA	TING A	DMINISTRATOR(S) OR DESIGNEE(S):
Purpose:	We at B opport	outte College are striving for excellence in our programs and instruction. This is an cunity to analyze your effectiveness in relationship to good practices.
INSTRUC	TIONS:	On this form, rate according to the following scale:
N/ ob	A DOES	NOT APPLY to this employee at this time, and/or there has been insufficient opportunity to d/or reasonably assess performance in this area.
(1) (2) (3)) Do	ing LESS and/or QUALITY is LESS THAN EXPECTED. (Quality/Quantity) ing WHAT IS EXPECTED in this position. (Quality/Quantity) ing MORE and/or BETTER THAN IS EXPECTED. (Quality/Quantity)
for	m. The	comments are encouraged and should be entered in the appropriate areas on the back of this evaluatee may by mutual agreement with the immediate supervisor add job-related criteria to this instrument.
·Th	e faculty	member:
RATING		CRITERIA
	1.	demonstrates skills necessary to perform assigned duties.
-	2.	provides clear and concise professional objectives.
	3.	meets deadlines.
	4.	demonstrates fiscal responsibility.
	5.	demonstrates supervising ability.
	6.	organizes necessary programs and activities to increase efficiency and effectiveness.
	7.	is willing to assist in the needs of the faculty.
	8.	is willing to assist in the needs of the staff.
	9.	is willing to assist in the needs of the students.
	10.	is willing to assist the needs of the public.
	11.	demonstrates organizational skills.
	12.	demonstrates problem-solving techniques.
	13.	possesses oral communication skills.
	14.	possesses written communication skills.
	15.	effectively communicates with supervisor.
	16. 17.	demonstrates creativity.
	18.	demonstrates adaptability to flexible work scheduling.
	19.	completes records and reports accurately and on schedule. engages in professional growth.
	20.	assists in program improvements.
	20.	is involved in college activities.
	22.	participates in peer evaluations.
	23.	effectively communicates with staff in other departments.
	24.	works cooperatively with staff in other departments.
	25.	is involved with community activities.

APPENDIX G9 PAGE 2 - SPECIALIST

<u>YTING</u>	<u>CRITERIA</u>
	
<u></u>	
	
	COMMENTS
<u>. </u>	
	
:	*Signature of Faculty Member:
	*C'
;;	*Signature of Administrator:

2013-15 BCEA Contract

RECOMMENDATIONS

Chec	k one of the	e choices below.
1.	()	Recommended for future employment when available.
2.	()	Future employment questionable. (See Faculty Member Improvement Plan if available.)
3.	()	Not recommended for continued employment.
If ful	ll-time temp	porary position:
1.	()	Recommended for continued employment.
2.	()	Continued employment is questionable and is contingent upon correction of noted inadequacies. (See Faculty Member Improvement Plan.)
3.	()	Not recommended for continued employment because of a failure to correct noted inadequacies. (See previous Faculty Member Improvement Plan(s) and Result(s)).
	ll-time tenui lation):	re or tenure-track position (Choice 3 cannot be checked unless choice 2 was checked in the last
1.	()	Recommended for continued employment.
2.	()	Continued employment is questionable and is contingent upon correction of noted inadequacies. (See Faculty Member Improvement Plan.)
3.	()	Not recommended for continued employment because of a failure to correct noted inadequacies. (See previous Faculty Member Improvement Plan(s) and Result(s). Except for first or second year probationary unit members, choice 3 cannot be checked unless choice 2 was checked in the last evaluation.)
4.	()	If first or second year probationary unit members, not recommended for continued employment.

BUTTE COLLEGE SPECIAL SERVICES FACULTY EVALUATION FORM - COORDINATOR

FACULTY:	:	DATE:		
	POSITION: EVALUATING ADMINISTRATOR(S) OR DESIGNEE(S):			
LVILLORY	uio Ai	DMINDINATON(B) ON DESIGNEE(B)		
	Purpose: We at Butte College are striving for excellence in our programs and instruction. This is an opportunity to analyze your effectiveness in relationship to good practices.			
INSTRUCT	<u>'IONS</u> :	On this form, rate according to the following scale:		
		NOT APPLY to this employee at this time, and/or there has been insufficient opportunity to l/or reasonably assess performance in this area.		
(1) (2) (3)	Doi	ng LESS and/or QUALITY is LESS THAN EXPECTED. (Quality/Quantity) ng WHAT IS EXPECTED in this position. (Quality/Quantity) ng MORE and/or BETTER THAN IS EXPECTED. (Quality/Quantity)		
form	n. The	comments are encouraged and should be entered in the appropriate areas on the back of this evaluee may by mutual agreement with the immediate supervisor add job-related criteria to this instrument.		
The	faculty	member:		
RATING		CRITERIA		
	1.	demonstrates skills necessary to perform assigned duties.		
	2.	provides clear and concise professional objectives.		
	3.	meets deadlines.		
	4.	demonstrates fiscal responsibility.		
	5.	demonstrates supervising ability.		
	6.	organizes necessary programs and activities to increase efficiency and effectiveness.		
	7.	is willing to assist in the needs of the faculty.		
	8.	is willing to assist in the needs of the staff.		
	9. 10.	is willing to assist in the needs of the students. is willing to assist the needs of the public.		
	11.	demonstrates organizational skills.		
	12.	demonstrates problem-solving techniques.		
-	13.	possesses oral communication skills.		
	14.	possesses written communication skills.		
	15.	effectively communicates with supervisor.		
	16.	demonstrates creativity.		
	17.	demonstrates adaptability to flexible work scheduling.		
	18.	completes records and reports accurately and on schedule.		
	19.	engages in professional growth.		
	20.	assists in program improvements.		
	21.	is involved in college activities.		
	22.	participates in peer evaluations.		
	23.	effectively communicates with staff in other departments.		

works cooperatively with staff in other departments.

is involved with community activities.

24.

25.

APPENDIX G10 PAGE 2 - COORDINATOR

<u>RATING</u>	<u>CRITERIA</u>
	· · · · · · · · · · · · · · · · · · ·
	
	- -
	<u>COMMENTS</u>
	 -
Date:	*Signature of Faculty Member:
	·
Date:	*Signature of Administrator:

*This signature indicates that the faculty member and evaluator, together, discussed this Evaluation of Non-Instructor Performance. It does not necessarily denote reciprocal agreement with all factors of the evaluation.

RECOMMENDATIONS

Check	one of the ch	pices below.
1.	()	Recommended for future employment when available.
2.	()	Future employment questionable. (See Faculty Member Improvement Plan if available.)
3.	()	Not recommended for continued employment.
If full-t	ime temporar	y position:
1.	()	Recommended for continued employment.
2.	()	Continued employment is questionable and is contingent upon correction of noted inadequacies. (See Faculty Member Improvement Plan.)
3.	()	Not recommended for continued employment because of a failure to correct noted inadequacies. (See previous Faculty Member Improvement Plan(s) and Result(s)).
If full-t		tenure-track position (Choice 3 cannot be checked unless choice 2 was checked in the last
1.	()	Recommended for continued employment.
2.	()	Continued employment is questionable and is contingent upon correction of noted inadequacies. (See Faculty Member Improvement Plan.)
3.	()	Not recommended for continued employment because of a failure to correct noted inadequacies. (See previous Faculty Member Improvement Plan(s) and Result(s). Except for first or second year probationary unit members, choice 3 cannot be checked unless choice 2 was checked in the last evaluation.)
4.	()	If first or second year probationary unit members, not recommended for continued employment.

COORDINATOR INPUT FORMAL EVALUATION OF SPECIAL SERVICES FACULTY

GUIDELINES:

- 1. It is the responsibility of the dean to evaluate each full-time Butte College non-teaching faculty member.
- 2. To make this evaluation as meaningful, balanced and comprehensive as possible, it is important that coordinators be provided a mechanism by which they can have input into and influence the Formal Evaluation of Special Services Faculty.
- 3. Coordinators work very closely with non-teaching faculty in achieving the goals and objectives of their respective educational departments and programs. As such they are in a position to provide valuable factual information to assist administration in their formal evaluations of special services faculty.
- 4. Information derived from this form shall be used in the formal evaluation process. Its contents must be independently verified by the evaluating dean. When the evaluating dean is finished this document is to be attached with all other evaluation documentation (except for tenured faculty that select the peer option).



COORDINATOR INPUT FORM FORMAL EVALUATION OF SPECIAL SERVICES FACULTY PERFORMANCE

EMPLOYEE:	DATE:	
PROGRAM OR DEPARTMENT:	TERM;	
COORDINATOR:		
PREFACE:		
This form is designed to provide a mechanism by which you as a Coordinator or unit leader can have input into the Formal Evaluation of Special Services Faculty Performance process. This is not an evaluation form, but is to provide to administration as meaningful, balanced and comprehensive factual informational base as is possible when		

Directions: Please comment in the following areas:

engaging in formal evaluation of non-teaching faculty.

A. JOB SPECIFIC

B. COLLEGEWIDE SERVICE

EMPLOYEE:		 DATE:
C.	PROFESSIONAL GROWTH	
D.	COMMUNITY RELATIONS (OPTIONAL)	
	•	
		,

E. OVERALL COMMENTS (ATTACH EXTRA SHEETS IF NEEDED)

(PRE-FORMAL EVALUATION)

SPECIAL SERVICES FACULTY INPUT INTO EVALUATION

GUIDELINES:

The Self-Evaluation Form is designed to provide another avenue by which your evaluators can be made aware of the breadth of contributions you feel you have made as an instructor and employee of the district. This form is designed to allow you the opportunity to have input into your evaluation process. This will enhance the probability that your overall evaluation will be better balanced and comprehensive. This document will allow the evaluator(s) to see how you would describe your overall contribution both as a faculty member and a district employee BEFORE THE EVALUATOR(S) DEVELOPS YOUR FORMAL EVALUATION DOCUMENTS.

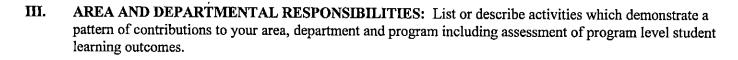


SPECIAL SERVICES FACULTY SELF EVALUATION AND INPUT FORM

EMPLOYEE:		DATE:	
TERM:	AREA:	DEPARTMENT:	
EDUCATIONAL PR	OGRAM AREA:		
professional growth an	d currency, area and departn	as a faculty member in your respective program area, nental contributions and service to the college as a whole nented upon at your discretion.	
PLI	FACULTY	ROPRIATE FULL-TIME SPECIAL SERVICES JOB DESCRIPTION* DNAL SHEETS IF NEEDED	
I. JOB SPECIF	IC		

II. PROFESSIONAL GROWTH AND CURRENCY: List or describe activities which demonstrate a pattern of academic, professional and/or technical updating and currency in your field, i.e., courses taken (include dates), conferences, professional awards, staff development activities, visitations to other educational institutions, agencies or organizations, self-directed study, upgrading, etc.

APPENDIX G12 - PAGE 3



IV. COLLEGE-WIDE SERVICE: List or describe activities which demonstrate a pattern of service to the college as a whole, i.e., participation in college governance, college-wide committees, project teams, student organizations, state-wide organizations, accreditation functions, etc.



V. COMMUNITY SERVICE: The College values the contributions made to the local communities by the faculty. However, such contributions are at the option of the faculty and are **not** a formal requirement of the full-time college faculty. This space is provided for you to insert a record of such contributions should you so desire. Information supplied is optional and is provided at your discretion.

VI.	n you feel is relevant to a balanced and to your profession and to the college	
	SIGNATURE OF SPECIAL SERVICES FACULTY	DATE

Timeline for Probationary Faculty Evaluation

Faculty Wember:	
Department:	
Semester: □ Fall □ Spring 20	
Administrator:	<u> </u>
Department Chair/Coordinator (or designee):	
Tenured Peer Evaluator(s):	
Note: Both chair and peer evaluator must have received peer evaluation training.	
Chair and peer evaluator initials confirming training:	
PRE-CONFERENCE:*	
For new hires, by 6 th Week (first semester of employment)	
✓ DISTRIBUTE EVALUATION OF INSTRUCTOR PERFORMANCE FORMS (G3)	ì
The state of the s	Date:
✓ Classroom Observation: (Selected by evaluatee and evaluation team)	· · ·
Will only take place outside of 7 th to 13 th week for good reason	Room:
	Time:
Control # Course:	Option #
✓ Select Option for Student Input (G5)	op
Select Option for Student Input (G5)	i
✓ SELECT CLASSES FOR SFF FORMS (verify enough Scantron forms):	◆Administer after
Conducted no later than week before observation; must be between 7th & 13th week	
◆ Evaluatee choice class #1:	
	return by
Control # Course	i
A A Justinian Activities 1 1 1 1 10	◆Administer after
◆ Administrator/Chair/Peer choice class #2:	
Control # Course	·
Course	return by
✓ Provide Instructor Self-Evaluation Input Form (G2)	Date Due:
Evaluatee submits to Administrator, Chair, and Peer 1 week prior to class observation	
◆ Course syllabus for class to be observed.	
◆ Objectives for class being observed.	
◆ Completed Instructor Self-Evaluation Input Form (G2).	
EVALUATION TEAM MEETING:	Data
(Administrator, Chair, and Peer only)	Date:
✓ Complete Evaluation of Instructor Performance form (G3).	Room:
✓ Complete narrative.	Time:
✓ Complete Summary of Student Comments	
	
PRIOR TO EVALUATION SUMMARY POST-CONFERENCE:	n . n
Minimum 1 day prior to post-observation conference; 2 days if improvement plan included	Date Due:
✓ Provide instructor with copy of narrative(s), summary of student	
Input, and G3 form.	
POST-OBSERVATION AND EVALUATION SUMMARY CONFERENCE:	Date:
✓ Discuss Performance Rating Sheet (G3).	
 ✓ Discuss narrative comments including student comments/evaluations. ✓ Sign evaluation forms. 	Room:
~-5~ ^-minorion 1/1 init.	Time:
*Subsequent to the pre-conference, a summary of this form will be sent electronically to all participants	s in the evaluation process

TIMELINE FOR TENURED FACULTY EVALUATION (DEPARTMENT CHAIR PROCESS)

Faculty Member:	
Department:	
Semester: ☐ Fall ☐ Spring 20	
Administrator:	
Department Chair/Coordinator (or designee):	-
PRE-CONFERENCE:* ✓ DISTRIBUTE EVALUATION OF INSTRUCTOR PERFORMANCE FORMS (G3) ✓ Classroom Observation: (Selected by evaluatee and administrator) Will only take place outside of 7 th to 13 th week for good reason Control # Course:	Date: Room:
	I mile.
 ✓ Select Option for Student Input (G5) ✓ SELECT CLASSES FOR SFF FORMS (verify enough Scantron forms): Conducted no later than week before observation; must be between 7th & 13th week ◆ Evaluatee choice class #1: 	Option # ◆Administer <i>after</i>
Control # Course	<u> </u>
◆ Administrator/Chair/Peer choice class #2:	return by
Control # Course	◆Administer after
	return by
 ✓ PROVIDE INSTRUCTOR SELF-EVALUATION INPUT FORM (G2) Evaluatee submits to Administrator and Chair 1 week prior to class observation ♦ Course syllabus for class to be observed. ♦ Objectives for class being observed. ♦ Completed Instructor Self-Evaluation Input Form (G2). 	Date Due:
DEPARTMENT CHAIRPERSON/COORDINATOR INPUT FORM (G4)	G4 Due:
PRIOR TO EVALUATION SUMMARY POST-CONFERENCE: Minimum 1 day prior to post-observation conference; 2 days if improvement plan included ✓ Provide instructor with copy of narrative(s), summary of student Input, department chair input, and G3 form.	Date Due:
POST-OBSERVATION AND EVALUATION SUMMARY CONFERENCE: ✓ Discuss Performance Rating Sheet (G3). ✓ Discuss narrative comments including student comments/evaluations. ✓ Sign evaluation forms.	Date: Room: Time:

^{*}Subsequent to the pre-conference, a summary of this form will be sent electronically to all participants in the evaluation process.

TIMELINE FOR TENURED FACULTY EVALUATION (PEER EVALUATION PROCESS)

Faculty Member:	<u> </u>
Department:	
Semester:	_
Administrator:	
Tenured Peer Evaluator(s):	<u> </u>
Note: Peer evaluator must have received peer evaluation training. Peer evaluator initials confirming training:	
PRE-CONFERENCE:* ✓ DISTRIBUTE EVALUATION OF INSTRUCTOR PERFORMANCE FORMS (G3)	
✓ Classroom Observation: (Selected by evaluatee and evaluation team) Will only take place outside of 7 th to 13 th week for good reason	Date:
Control # Course:	Time:
✓ Select Option for Student Input (G5)	Option #
✓ SELECT CLASSES FOR SFF FORMS (verify enough Scantron forms): Conducted no later than week before observation; must be between 7 th & 13 th week ◆ Evaluatee choice class #1:	◆Administer after
Control # Course	return by
◆ Administrator/Peer choice class #2:	◆Administer <i>after</i>
Control # Course	return by,
 ✓ PROVIDE INSTRUCTOR SELF-EVALUATION INPUT FORM (G2) Evaluatee submits to Administrator and Peer 1 week prior to class observation ♦ Course syllabus for class to be observed. ♦ Objectives for class being observed. ♦ Completed Instructor Self-Evaluation Input Form (G2). 	Date Due:
EVALUATION TEAM MEETING:	Date:
(Administrator and Peer only) ✓ Complete Evaluation of Instructor Performance form (G3).	Room:
✓ Complete Summary of Student Comments	Time:
PRIOR TO EVALUATION SUMMARY POST-CONFERENCE: Minimum 1 day prior to post-observation conference; 2 days if improvement plan included ✓ Provide instructor with copy of narrative(s), summary of student Input and G3 form.	Date Due:
POST-OBSERVATION AND EVALUATION SUMMARY CONFERENCE: ✓ Discuss Performance Rating Sheet (G3). ✓ Discuss narrative comments including student comments/evaluations. ✓ Sign evaluation forms.	Date: Room: Time:
*Cubraquant to the are conformed a summary of this form will be next alors will be next a	

^{*}Subsequent to the pre-conference, a summary of this form will be sent electronically to all participants in the evaluation process.

BUTTE COLLEGE

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FACULTY SERVICE AREAS AND	THEIR DISCIPLINES

	AS AND THEIR DISCIPLINES
FSA 102 ACCOUNTING	FSA 112 AUTOMOTIVE BODY
Discipline 101 Accounting	TECHNOLOGY
·	Discipline 192 Auto Body Technology
	, ,,
FSA 103 ADMINISTRATION OF JUSTICE	FSA 142 AVIATION
Discipline 181 Administration of Justice	Discipline 182 Aeronautics
Discipline 155 Law	Discipline 194 Aviation
Discipline 254 Legal Assisting	
Discipline 283 Private Security	Discipline 233 Flight Attendant Training
Discipline 297 Search and Rescue	
FSA 186 ADULT ED	701.444
	FSA 113 BIOLOGICAL SCIENCES
Discipline 323 Non-Credit Adult Education	Discipline 106 Biological Sciences
(Title 5(2.5)2-53412)	
TG4 404	
FSA 101 AG AND NATURAL RESOURCES	FSA 114 BUILDING INSPECTION
Discipline 183 Agricultural Business &	TECHNOLOGY
Related Services	Discipline 199 Building Codes and
Discipline 102 Agriculture	Regulations
Discipline 235 Forestry/Natural Resources	
FSA 104 AGRICULTURAL ENGINEERING	FSA 143 BUSINESS GENERAL
TECH/AG SCIENCE	Discipline 195 Banking and Finance
Discipline 184 Agricultural Engineering Tech.	Discipline 107 Business
Discipline 185 Agricultural Production	Discipline 158 Management
Discipline 187 Animal Health Technology	Discipline 159 Marketing
Discipline 227 Equine Science	Discipline 286 Public Relations
Discipline 241 Heavy Duty Equipment	Discipline 294 Retailing
Mechanics	Discipline 294 Retaining
Discipline 275 Ornamental Horticulture	ECA 102 CADINETE BAATZYNG
	FSA 183 CABINET MAKING
Discipline 303 Small Engine Mechanics	Discipline 202 Cabinet Making
FSA 107 ALCOHOL AND DRUG STUDIES	FOA 115 CARRIONA COM AR
	FSA 115 CARDIOVASCULAR
Discipline 180 Addiction Paraprofessional	TECHNOLOGY
Training	Discipline 203 Cardiovascular Technology
TO A 100 ANTINDODO LOCAL	
FSA 108 ANTHROPOLOGY	FSA 116 CHEMISTRY
Discipline 103 Anthropology	Discipline 108 Chemistry
ECA 110 ADT	70.44
FSA 110 ART	FSA 117 CHILD DEVELOPMENT/FAMILY
Discipline 104 Art	RELATIONS
Discipline 205 Ceramic Technology	Discipline 315 Child Care Center Director
Discipline 207 Commercial Art	Discipline 109 Child Development/Early
	Childhood Education
FSA 111 AUTOMOTIVE TECHNOLOGY	
Discipline 193 Auto Mechanics	FSA 120 COMPUTER SCIENCE
	Discipline 110 Computer Applications
	Discipline 111 Computer Science
	L STORY
FSA 122 CONSTRUCTION	FSA 136 ENVIRONMENTAL SCIENCE
Discipline 200 Building Maintenance	Discipline 116 Ecology
Discipline 204 Carpentry	
Discipline 321 Construction Management	FSA 138 FIRE SCIENCE
Discipline 211 Construction Technology	Discipline 232 Fire Technology
	The recumonogy

Discipline 220 Electricity	Discipline 239 Environmental Technologies
FSA 123 COSMETOLOGY	
Discipline 212 Cosmetology	
FSA 124 COUNSELING	FSA 140 FOODS AND NUTRITION
Discipline 112 Counseling	Discipline 214 Culinary Arts/Food Technology
FSA 125 COURT REPORTING	Discipline 218 Dietetic Technician
Discipline 213 Court Reporting	Discipline 164 Nutritional Science/Dietetics Discipline 293 Restaurant Management
FSA 127 DIESEL MECHANICS	FSA 141 FRENCH
Discipline 217 Diesel Mechanics	Discipline 326 Foreign Language - French
FSA 128 DRAMA	FSA 144 GEOGRAPHY
Discipline 114 Drama/Theater Arts Discipline 304 Stagecraft	Discipline 125 Geography
FSA 130 ECONOMICS	FSA 145 GEOLOGY
Discipline 115 Economics	Discipline 126 Geology and Earth Science
FSA 131 EDUCATION	FSA 146 GERMAN
Discipline 117 Education	Discipline 328 Foreign Language - German
FSA 132 ELECTRONIC TECHNOLOGY	FSA 121 GRAPHIC ARTS
Discipline 222 Electronics	Discipline 237 Graphic Arts
Discipline 223 Electronics Technology	Discipline 282 Printing Technology
FSA 133 EMERGENCY MEDICAL	FSA 147 GREEK
TECHNICIAN	Discipline 329 Foreign Language - Greek
Discipline 225 Emergency Medical Technologies	
FSA 134 ENGINEERING	FSA 149 HEALTH CARE SERVICES
Discipline 219 Drafting	Discipline 148 Gerontology
Discipline 118 Engineering Discipline 226 Engineering Technologies	Discipline 240 Health Care Ancillaries
FSA 135 ENGLISH	FSA 150 HISTORY
Discipline 119 English	Discipline 151 History
FSA 129 ENGLISH AS A SECOND LANGUAGE	FSA 151 HOME ECONOMICS
Discipline 120 ESL	Discipline 123 Family and Consumer Studies/Home Economics
	Discipline 230 Fashion and Related
	Technologies
<u> </u>	Discipline 248 Interior Design
FSA 152 INTERDISCIPLINARY STUDIES	FSA 166 PHYSICAL EDUCATION
Discipline 122 Ethnic Studies	Discipline 206 Coaching
Discipline 152 Humanities	Discipline 113 Dance
Discipline 320 Interdisciplinary Studies Discipline 332 Physical Science	Discipline 149 Health
Discipline 332 A hysical science	Discipline 168 Physical Education Discipline 173 Recreation Administration
	Discipline 1/3 Recreation Auministration
FSA 153 ITALIAN	ESA 160 DITVOLCE
DA 100 HALIAN	FSA 168 PHYSICS



Discipline 330 Foreign Language - Italian	Discipline 105 Astronomy
•	Discipline 169 Physics/Astronomy
FSA 154 JAPANESE	FSA 163 POLITICAL SCIENCE
Discipline 331 Foreign Language - Japanese	Discipline 170 Political Science
FSA 155 JOURNALISM	FSA 169 PSYCHOLOGY
Discipline 154 Journalism	Discipline 171 Psychology
FSA 156 LATIN	FSA 170 PUBLIC ADMINISTRATION
Discipline 327 Foreign Language - Latin	Discipline 251 Labor Relations Discipline 308 Transportation
FSA 182 LIBRARY SCIENCE	FSA 171 READING
Discipline 156 Library Science	Discipline 172 Reading
Discipline 255 Library Technology	
FSA 157 MACHINE SHOP	FSA 172 REAL ESTATE
Discipline 258 Machine Tool Technology	Discipline 289 Real Estate
FSA 158 MATHEMATICS	FSA 173 RESPIRATORY CARE
Discipline 161 Mathematics	Discipline 291 Respiratory Technician
	Discipline 292 Respiratory Technologies
FSA 159 MUSIC	FSA 185 RUSSIAN
Discipline 162 Music	Discipline 325 Foreign Language - Russian
FSA 160 NURSING - ASSOCIATE DEGREE	FSA 175 SOCIOLOGY
Discipline 150 Health Services Nursing	Discipline 175 Sociology
Discipline 256 Licensed Vocational Nursing	
Discipline 163 Nursing	FSA 176 SPANISH
	Discipline 324 Foreign Language - Spanish
FSA 161 OFFICE INFORMATION SYSTEMS	FSA 174 SPECIAL EDUCATION
Discipline 201 Business Machine Technology	Discipline 177 Special Education
Discipline 209 Computer Information Services Discipline 274 Office Technologies	
————	·
FSA 164 PHILOSOPHY	FSA 177 SPEECH
Discipline 166 Philosophy	Discipline 157 Linguistics
Discipline 174 Religious Studies	Discipline 302 Sign Language
	Discipline 178 Speech
FSA 165 PHOTOGRAPHY	FSA 179 TELECOMMUNICATIONS
Discipline 277 Photographic Technology/	Discipline 231 Broadcasting Technology
Commercial Photography	Discipline 160 Mass Communication
Discipline 167 Photography	Discipline 263 Media Production
	Discipline 307 Telecommunication Technology
FSA 178 UPHOLSTERING	
Discipline 310 Upholstering	
FSA 180 TOURISM/TRAVEL	FSA 181 WELDING
Discipline 309 Travel Services	Discipline 314 Welding

Catastrophic Leave Bank

11.18.1 Creation

- A. The BCEA and the District agree to create a Catastrophic Leave Bank (CLB) effective July 1, 2008. The CLB shall be funded in accordance with the terms of Section 11.18.2 below.
- B. Days in the CLB shall accumulate from year to year.
- C. Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the CLB participant.
- D. The CLB shall be administered by a committee comprised of three (3) members appointed by the BCEA and approved by the Superintendent/President for two-year staggered terms and the Superintendent/President or designee(s).

11.18.2 Eligibility and Contributions

- A. All BCEA members on active duty with the District are eligible to contribute to the CLB.
- B. Participation is voluntary, but only contributors will be permitted to withdraw from the Bank.
- C. Members who elect not to join the CLB upon first becoming eligible must join in the month of September and have a waiting period of 30 work days after joining the Bank before becoming eligible to withdraw from the Bank.
- D. The contribution, on the appropriate form, will be authorized in September by the member and continued automatically from year to year until canceled by the member.
- E. Cancellation, on the proper form, may be effected at any time and the member shall not be eligible to draw from the Bank as of the effective date of cancellation. Sick leave or vacation days (i.e., days of eligible leave credit) previously authorized for contribution to the Bank shall not be returned if the member effects cancellation.
- F. The District will execute contributions by participating members on October first of each year. Members returning from extended leave which included the enrollment period and new hires will be permitted to contribute within 30 calendar days of beginning work. The District shall supply enrollment forms for the CLB to all new members and those members returning from leave.
- G. The annual rate of contribution by each participating member for each school year shall be one (1) day of eligible leave credits which shall be deemed to equate to the legal minimum required by Education Code 87045.
 - 1. If the Committee decides there are too few days in the CLB to meet its obligation, it will send a ballot to all participating members to decide whether all participating members shall be assessed another day. CLB participants who are drawing from the Bank at the time of the assessment will not be required to contribute to remain eligible to draw from the bank. If a CLB participant has no remaining eligible leave credits at the time of the assessment, he or she need not contribute the additional day to remain a participant in the CLB.

- 2. Before September first of each year, if the Committee decides there are enough days in the CLB to meet its need for the following year, it may decide that no contribution is needed by the participating members. Those members joining the CLB for the first time and those returning from leave shall be required to contribute one day to the Bank.
- H. Members who are retiring or leaving the employ of the District may contribute their unused eligible leave credits to the CLB.

11.18.3 Withdrawal from the Bank

- A. CLB participants whose eligible leave credits are exhausted may withdraw from the Bank for catastrophic illness or injury. Catastrophic illness or injury shall be defined as any illness or injury that incapacitates the member for over ten (10) consecutive work days or incapacitates a member's immediate family for over ten (10) consecutive work days which requires the member take time off work to care for that family member and from which return to his/her position is expected. (Immediate family will be interpreted to mean the mother, father, grandmother, grandfather, or a grandchild of the unit member or of the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, registered domestic partner of the unit member or any relative living in the immediate household of the unit member.) If a reoccurrence or second illness or injury incapacitates a member of the member's immediate family within 12 months, it shall be deemed catastrophic after five (5) consecutive work days. Thus, a participant who used the Bank, after exhaustion of eligible leave credits, for 25 days to care for his wife who dies of cancer, and, after returning to work, suffers a heart attack, shall be deemed to have a second catastrophic illness and may again withdraw from the Bank after only five (5) consecutive work days off.
- B. Participants must use all eligible leave credits available to them before being eligible for a withdrawal from the Bank, but may apply as soon as they can establish a catastrophic illness or injury. No more than ten (10) days may be granted retroactively.
- C. The first ten (10) work days of illness or disability must be covered by the participant's own sick leave, vacation days, or leave without pay the first time said participant qualifies for a withdrawal from the Bank. For subsequent withdrawals within twelve (12) consecutive months, the first five (5) work days of illness must be covered by the participant's own leave credits.
- D. If a participant is incapacitated, applications may be submitted to the Committee by the participant's agent or member of the participant's family.
- E. Withdrawals from the CLB shall be granted in units of no more than thirty (30) work days. The Committee may grant fewer days than requested. Participants may submit requests for extensions of withdrawals as their prior grants expire. A participant's withdrawal from the Bank may not exceed 175 cumulative total days.
- F. Participants applying to withdraw or extend their withdrawal from the CLB will be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work. Members of the Committee shall keep information regarding the nature of the illness confidential.
- G. If a participant has been granted one withdrawal from the CLB and requests an extension, the Committee may require a medical review by a physician of the committee's choice at the participant's expense. The committee shall choose only a physician who qualifies under the

District-offered insurance policy. Refusal to submit to the medical review will terminate the participant's continued withdrawal from the Bank. The Committee may deny an extension of withdrawal from the CLB based upon the medical report. The participant may appeal any termination under the procedures outline in Section L below.

- H. Leave from the Bank may not be used for illness or disability which qualifies the participant for Workers' Compensation benefits unless the participant has exhausted all Workers' Compensation leave and all other eligible leave credits. If the District challenges the Workers' Compensation claim, the participant may draw from the Bank, but upon settlement of the claim the Bank shall be reimbursed for any days reimbursed by Workers' Compensation.
- I. When the Committee may reasonably presume that the applicant for a draw may be eligible for income protection, a disability award, or a retirement under STRS or, if applicable, Social Security, the Committee may request that the draw applicant apply for income protection disability, or retirement. Failure of the draw applicant to submit a complete application, including medical information provided by the applicant's physician, within twenty (20) calendar days, will disqualify for further CLB payments. Any requests for additional medical information from STRS or Social Security shall be submitted within 10 days or the participant's entitlement to CLB payments will cease. If denied benefits by STRS or Social Security, the applicant must appeal or entitlement to the CLB shall cease.
- J. If the CLB does not have sufficient days to fund a withdrawal request, the Committee is under no obligation to provide days and the District is under no obligation to pay the participant any funds whatsoever. If the Committee denies a request for withdrawal, or an extension of withdrawal, they shall notify the participant, in writing, of the reason for the denial.
- K. Withdrawals shall become effective immediately upon the exhaustion of eligible leave credits, or the waiting periods provided for in Sections 11.18.2C and 11.18.3C, whichever is greater. For example, if a participant contributed when first eligible to contribute (Section 11.18.2C) and had 15 days of accumulated eligible leave credits when the illness began (Section 11.18.3C), s/he shall begin withdrawing upon the 16th day, if otherwise eligible. If the participant had 10 days of eligible leave at the beginning of the illness, s/he shall begin withdrawing days on the eleventh work day. If the participant had 5 days of eligible leave credits at the beginning of the illness, s/he shall begin withdrawing days on the eleventh work day.
- L. Catastrophic Leave Bank participants who are denied a withdrawal or whose withdrawal is terminated or not renewed may, within 30 days of denial, appeal, in writing, to the Superintendent/President. The Superintendent/President or designee shall hold a joint hearing within 15 work days. The Superintendent/President or designee shall issue a joint confidential written decision within fifteen (15) work days of the hearing. If the participant's incapacitation does not allow participation in this appeal process, the participant's agent or member of the family may process the appeal.

11.18.4 Administration of the Bank

A. The CLB Committee shall have the responsibility of maintaining the records of the CLB, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions, in writing to the participants and to the District.

- B. The Committee's authority shall be limited to administration of the Bank. The Committee shall approve all properly submitted requests complying with the terms of this provision. Withdrawals may not be denied on the basis of the type of illness or disability.
- C. Applications shall be reviewed and decisions of the Committee reported to the applicant, in writing, as rapidly as possible, but within 10 work days of receipt of the application.
- D. The Committee shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal and defend against any appeals of denials.
- E. By October 5 of each school year, the District shall notify the Committee of the names of participating members.
- F. By the tenth day of each calendar month, the District shall notify the Committee of the:
 - 1. Names of any members who have canceled participation in accordance with Section 11.18.2;
 - 2. Total number of days in the Bank at the beginning of the previous month;
 - 3. Total number of days awarded during the previous month and to whom they were awarded;
 - 4. Total number of days remaining in the Bank on the last day of the month.
- 11.18.5 If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the CLB shall be returned to the then current members of the Bank proportionately.





CATASTROPHIC LEAVE BANK APPLICATION FOR NEW MEMBERS

Butte-Glenn Community College District Butte College Education Association

Members who elect not to join CLB upon first becoming eligible must join in the month of September and have a waiting period of 30 work days after joining the Bank before becoming eligible to withdraw from the Bank.

I would like to contribute one (1) day Bank for Butte College Education As	of my sick leave to the Catastrophic Leave
_	College District to make this transfer.
Print Name:	
Signature:	Date:
Applicant – Please make on	e copy of this form for your records.
RETURN THIS FORM	TO THE PAYROLL OFFICE
FOR OF	FICE USE ONLY
ecorded By:	
ayroll Technician	Date
.B Chairperson	Date

Payroll Technician: Please return one copy of this form to the BCEA Association Chairperson after recording complete.

GLOSSARY

20 school average – The average computation of 20 selected colleges used in the salary and benefits formulas.

Additional duty days - days worked in excess of a member's normal assigned days.

BCEA - Butte College Education Association, the union representing the full-time faculty

CSEA - California School Employees Association, the union representing the classified staff.

CBA - Collective Bargaining Agreement.

Day – Representing an 8 hour day; or for purposes of the grievance article, any day which the central administration office of the district is regularly open for business.

Equity Enhancement – An enhanced hourly rate dedicated specifically to part-time faculty longevity.

Flex – Required activity hours in lieu of instruction that must be met as part of a faculty member's contractual commitment.

FSA - Faculty Service Area.

LTPA – Leave, Tenure, and Professional Advancement.

Loadbank – Units taught in excess of a members assigned regular workload without pay, but banked for time off at a later date.

Longevity – Levels on the salary schedule that require both time and units to advance. Longevity steps are steps 16 through 24.

Overload - Units taught in excess of a member's assigned regular workload for pay.

PFA/CWA – Part-time Faculty Association/Communication Workers of America, the union representing the part-time faculty.

P.I.P. - Performance Improvement Plan.

Primary term - In reference to the primary Fall and Spring terms.

Pro-rata – In proportion to.

Reopeners – Those unresolved outstanding negotiating items that were proposed but are still open for negotiations.

SFF/SEF – Student Feedback Form, AKA student evaluation form

SLOs - Student Learning Outcomes.

Student Development Faculty – Those non-teaching faculty that normally do not have teaching responsibilities in the classroom; for example counselors and librarians.