

BUTTE COMMUNITY COLLEGE DISTRICT

PRESENTED TO THE BOARD OF TRUSTEES

DATE: December 14, 1992

SUBJECT: Cost Analysis of BCEA Contracts

ITEM NO: 92-4269

Enclosure: XX

CATEGORY: Personnel

BOARD CONSIDERATION:

Prepared by: Betty M. Dean

Action XX Information XX

Betty M. Dean
Superintendent/President

Regular XX Consent XX

BACKGROUND:

On June 30, 1991, the Contract between BCEA and the District ended.

STATUS:

During the 1991-92 and 1992-93 years BCEA and the District were in negotiations to develop a new contract. Tentative agreement has been reached on two contracts; one covering the period of July of 1991 through June of 1993 and the other covering July of 1993 through June of 1996. Attached are the costs to implement the changes for the current and subsequent fiscal years.

Agenda Items 92-4270 and 92-4271 provide a summary of the changes to the BCEA collective bargaining agreements.

BMD:mw

SUMMARY OF BCEA/DISTRICT COLLECTIVE BARGAINING AGREEMENTS WITH COST ANALYSIS

ARTICLE	SUMMARY OF CHANGE	COST PER YEAR TO IMPLEMENT 1991-1993		
<u>1991-1993 CONTRACT</u>	Roll-over through 1993 - no salary increase.	No cost to District.		
A. 12.5 - INSURANCE	Medicare available by option.	\$6,000		
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<u>1993-1996 CONTRACT</u>	New contract 1993-1996.	1993-94	1994-95	1995-96
A. VI - EVALUATION	Inclusion of Peer Evaluation Process.	No cost to District.		
B. VII - WORKLOAD	1) 7.3.2 Reduces LVN, RT and EMT workloads by three (3) hours each year (total of 9 hours)	\$19,200	\$9,600	\$9,600
	2) 7.3.6 Large class loads.	8,000	8,000	8,000
	3) 7.27.1 Staff development days.	No cost to District.		
C. XI - LEAVES	1) 11.2 Workers' Comp. Code Changes.	No cost to District.		
	2) 11.16 Job Sharing.	No cost to District.		
	3) 11.17 Personal Necessity.	No cost to District.		
D. XII - INSURANCE	1) 12.2.1 Twenty-school average.	No change to current contract language.		
	2) 12.2.2, 12.2.3, 12.2.4, 12.3 - Delete	Deleted sections - no cost.		
	3) 12.4.4 Date change only.	No cost to District.		
	4) 12.4.5 Date change only.	No cost to District.		

ARTICLE	SUMMARY OF CHANGE	COST PER YEAR TO IMPLEMENT		
		1993-94	1994-95	1995-96
E. XIII - COMPENSATION	1) 13.6.5 C.O.L adjustment - stipends. 2) 13.13 Delete (duplicate statement).	2,500	2,500	2,500
		Deleted section - no cost.		
F. XIX - AB 1725 RELATED MATTERS	Changes in credentialing, Senate rights, Faculty Service Areas, Competencies.	No cost to District.		
G. XX - DURATION AND REOPENERS	Change in dates of agreement.	No cost to District.		
H. APPENDIX B - LONGEVITY	C.O.L adjustments to longevity steps.	-0-	-0-	7,200
I. FACULTY SERVICE AREAS	List attached as an appendix to contract.	No cost to District		
J. SIDE LETTERS	Committees to study large class loads, evaluations and job descriptions for non-teaching faculty.	No cost to District.		

COST SUIMMARY

	<u>1991-93</u>	<u>1993-94</u>	<u>1994-95</u>	<u>1995-96</u>
TOTAL COSTS	\$ 6,000	\$29,700	\$20,100	\$27,300

COST OF PROPOSED AGREEMENT BY CATEGORY

1) SALARIES	-0-	29,700	20,100	27,300
2) BENEFITS	6,000	-0-	-0-	-0-
3) OTHER COMPENSATION	-0-	-0-	-0-	-0-
4) NON COMPENSATION COSTS	-0-	-0-	-0-	-0-

FUNDING FOR THE COST INCREASES TO IMPLEMENT THE CONTRACT PROVISIONS WILL COME FROM THE GENERAL FUND OF THE DISTRICT. THE DISTRICT ASSUMES THAT FOR THE NEXT THREE YEARS WE WILL RECEIVE A MINIMAL AMOUNT IN GROWTH WHICH WILL COVER THESE PROVISIONS.

ONE PERCENT (1%) OF THE TOTAL ACADEMIC UNIT MEMBER SALARY EQUALS \$76,417, WITHOUT BENEFITS. WITH BENEFITS THE AMOUNT IS \$86,351. THE CONTRACT PROVISIONS, THEREFORE, RESULT IN A TOTAL COST TO THE DISTRICT OF .0096%.

BUTTE COMMUNITY COLLEGE DISTRICT

PRESENTED TO THE BOARD OF TRUSTEES

DATE: December 14, 1992

**SUBJECT: Ratification of 1991-1993
BCEA Contract**

ITEM NO: 92-4270

Enclosure: XX

CATEGORY: Personnel

BOARD CONSIDERATION:

Prepared by: Betty M. Dean

Action XX Information

**Betty M. Dean
Superintendent/President**

Regular XX Consent

BACKGROUND:

Negotiations between the Butte College Education Association and District Administration have been completed, resulting in the following recommended changes to the existing 1988-1991 agreement.

STATUS:

The 1988-91 contract will be rolled over through the 1992-93 year with no salary increase. All other articles remain unchanged except for 12.5 as follows:

- 12.5 Medicare is available for unit members who opt for it in accordance with Government Code Section 2209.03 (et. seq.). This option must be made for active employees by March 15, 1993 and will be effective April 1, 1993.

NOTE: Approval of Resolution No. 416 (Board Item No. 92-4272) is required to implement this section.

RECOMMENDATION:

It is recommended the Board ratify the 1991-1993 BCEA contract with changes outlined above and as attached.

BMD:mw

IMPLEMENTATION OF GOVERNMENT CODE SECTION 22009.03

- 1. The District agrees to allow bargaining unit members to elect individually whether they shall become eligible for Medicare coverage as provided for by AB 265 (1989), and Government Code Section 22009.03 et seq. The election shall be conducted pursuant to the rules and regulations promulgated by the Public Employee Retirement System (PERS).**
- 2. All bargaining unit members who are members of STRS and who were hired on or before March 31, 1986, shall be eligible to participate in the individual election.**
- 3. The Association shall be provided a copy of the list of the bargaining unit members eligible to participate in the individual election.**
- 4. The effective date of coverage shall be April, 1993.**
- 5. Bargaining unit members electing to participate in Medicare coverage shall be permitted to authorize payroll deduction of 1.45% of total wages.**
- 6. The Association shall be furnished copies of all correspondence between the District and PERS and other parties regarding the implementation of AB 265.**

AGREEMENT

BETWEEN

THE BUTTE COMMUNITY COLLEGE DISTRICT

AND

THE BUTTE COLLEGE EDUCATION ASSOCIATION
CTA/NEA

error on cover per Jack

July 1, 1992¹ to June 30, 1993

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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 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"), 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 Community College District, hereinafter referred to as the "Board" or "District," hereby recognizes the Butte College Education Association, CTA/NEA, hereinafter referred to as "Association," as the sole and exclusive representative of those enumerated in the stipulated agreement, executed and attached hereto as Appendix "A 1, A 2, and A 3".
- 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.

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 Public Information - 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 Board Policies/Administrative Regulations - The District shall provide the Association with one (1) book of Board Policies and one (1) book of Administrative Regulations. 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 Board Minutes - 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 certificated 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 Distribution of Materials - 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 Bulletin Board Usage - 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 Deputy Superintendent/Business 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 Telephone Usage - The Association shall not cause any long distance telephone calls or any other charges to be billed to the District.
- 3.9 Postage Machine - The Association shall not be granted the use of the District postage machine.

3.10 Use of Facilities - 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 rate of \$10 per hour. 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 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, 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 Dues Deductions - 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 "A.2" who have signed an authorization card for such deduction in a form approved by the District, subject to the following conditions:

3.13.1.1 Such deduction shall be made only upon the submission on a District-approved form of a duly-executed and revocable authorization by the employee;

3.13.1.2 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;

- 3.13.1.3 Association members who have voluntarily authorized dues deductions shall, from year to year, continue to have dues deducted until discontinued in writing;
 - 3.13.1.4 Dues shall be deducted from warrants for each month of the ten (10) month fiscal year;
 - 3.13.1.5 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 School Calendar - 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 Release Time - 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 The District will provide up to one thousand dollars (\$1,000) to share equally (50% District/50% Association) the expenses with the Association for either release time and/or travel and conference for unit members on official Association business. This is in addition to any other release time provided under other provisions of the Agreement.
 - 3.15.2 All charges claimed under Section 3.15.1 shall be jointly prior-approved by the Association's President and the Deputy Superintendent/Business.
- 3.16 Distribution of Contract - After the execution of this contract, the District shall print or duplicate and provide a copy of this contract to every employee in the bargaining unit.
- 3.17 Management Orientation - 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 Personnel Files

- 5.1.1 The official personnel file of each unit member shall be maintained at the District central administration 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.
- 5.1.2 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.
- 5.1.4 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, or 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 Introduction (Teaching and Non-Teaching Unit Members)

- 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 teaching 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:
- a. The faculty member is a professional and will be treated with all the dignity implied in professionalism;
 - b. The faculty member has the capacity to correct any deficiencies which might be recognized;
 - c. The faculty member is committed to improving him/herself as on 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 (job description-Section 7.2). The terms "non-teaching" and "non-instructional" are used interchangeably and refer to those unit members whose primary responsibility is other than the classroom (a job description other than Section 7.2). All unit members are considered "faculty" unless "faculty" is used in a section clearly referring to "teaching" or "non-teaching" only.

EVALUATION

6.2 Guidelines (Teaching and Non-Teaching Unit Members) (see Appendix "L")

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 visitations, peer assistance, etc.;
- d. A defined process for follow-up on specific improvement plans, activities, or assignments, will be conducted to measure and determine the status of needed improvements.

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.

EVALUATION

- 8) Uses effective motivation to create student desire to learn the subject/skills(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.
 - 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 and time lines 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.

EVALUATION

- 8) Initiates and/or participates in overall department-wide program development, maintenance, evaluation, revision, up-dating 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 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 full time college instructor position.

6.4 Student Evaluation of Instructors

6.4.1 Students are customers of the College's educational services.

6.4.2 As such, the College recognizes a responsibility to provide student customers with both a sound education and a favorable, positive impression or opinion about their instructors and their college experience as a whole.

6.4.3 To achieve these objectives, the College must continually secure feedback from students on their perceptions of their educational experiences in the classroom. The College is committed to providing students with processes by which they may have direct influence on their educational process and environment.

6.4.4 To secure student feedback and provide a method for student influence into their educational process, the College requires that Instructor/Course Evaluations by students be conducted a minimum of once each academic year. Additional evaluations may be conducted if the initial evaluation indicates significant concerns. This student evaluation is designed to capture the student's evaluation of a given instructor and course and to assure that the information is made available to the instructor and to relevant parties responsible for maintaining educational excellence.

EVALUATION

6.4.5 General Procedures

- a. It is the goal of the College that each full-time instructor be evaluated by his/her students a minimum of once every year.
- b. The Office of Institutional Research shall be responsible for the management, conduct, coordination and processing of the Instructor/Course Student Evaluation of full-time instructors.
- c. Instructors to be evaluated by their students in a given semester will be notified prior to the evaluation taking place. The responsible administrator in coordination with the Office of Institutional Research will make all arrangements for the conduct of the student evaluation and so advise the instructor.
- d. To allay student fears, student anonymity shall be protected throughout the student evaluation process.
- e. The classroom student evaluation shall be conducted by an administrator designated by the Vice President for Instruction. The evaluation may be administered in class by a volunteer student.
- f. Great care shall be taken to see that students understand their role, take the evaluation seriously, are provided adequate time and that student comments are actively solicited and encouraged as a major component of the student's evaluation.

6.4.6 The results of the student evaluations shall be forwarded to the appropriate administrator for review and analysis.

6.4.7 The results of the student evaluation (and the evaluation forms or copies thereof) shall be made available to the full-time instructor only after all grades for the given semester have been processed.

6.4.8 Students shall never suffer any adverse retribution for evaluations made, or comments tendered, on either the evaluation form, or for oral or written comments made to administrative evaluators or their designees.

6.4.9 Instructor/Course evaluations by students are to be used as one source of evaluative information by administrators in writing formal Administrative Evaluations of Instructor Performance. Should need be, the original Instructor/Course Evaluation forms, as well as the computerized summary, may be placed in the instructor's personnel file.

EVALUATION

6.4.10 Instructor/Course evaluations (see Appendix "K") 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.

6.4.11 Negative Student Evaluations:

- a. If the student evaluations indicate a significant problem or point to a significant weakness in the instructional technique, or approach employed by an instructor, then the Area Dean shall make arrangements for a personal meeting with the instructor to discuss the results of the student evaluation.
- b. At the conclusion of the meeting, an improvement plan and/or an Area Dean or designated administrator classroom visitation to personally observe and assess the instructor in the teaching process will be developed or arranged. If a mutually agreed-upon improvement plan is not developed within 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 afford the right to respond in writing should they so desire.

6.4.12 The Area Dean will review the status of the process with the Vice-President for Instruction 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.

6.5 Instructor Self-Evaluation (see Appendix "H")

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 Administrative Evaluation of Instructor Performance. The faculty member may elect to have all information and conclusions derived from the Self-Evaluation excluded from the final written evaluation.

EVALUATION

- 6.5.2 The completed Self-Evaluation Form shall provide an avenue by which evaluators are made aware of the breadth of contributions the individual instructor has made as a teacher and employee of the District.

6.6 Administrative Evaluation of Instructor Performance (see Appendix I 1)

- 6.6.1 The Vice-President for Instruction shall be responsible for implementing and managing the process of instructor evaluations.

- 6.6.2 The formal Administrative Evaluation of Instructor Performance reports shall be written by the supervising Deans of Instruction or other administrators so designated by the Vice-President for Instruction.

- a. Formal Administrative Evaluation of Instructor Performance reports for all first and second year probational instructors must be submitted at a minimum of once each academic year.
- b. Formal evaluation reports for regular full-time instructors must be submitted a minimum of at least once each two academic years.
- c. Formal evaluation reports shall include evaluation and comments on teaching effectiveness, professional growth and currency, 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 Administrative Evaluation of Instructor Performance Reports shall be based upon data obtained from student evaluations of instructors, the instructor provided self-evaluation, normal daily operational interactions, classroom visitations, verifiable student comments and observations, and from input from Department Chairpersons and Coordinators.
- e. The formal evaluation report shall provide for narrative comments by both the evaluator and by the instructor.
- f. The evaluator and faculty member shall sign the Administrative Evaluation of Instructor Performance reports. The instructor signature indicates only that the instructor has read and understands the contents of the report.
- g. The original copy of each formal evaluation report (and any related substantiating information) shall be forwarded to the Personnel Office for inclusion in the instructor's personnel file. Copies of the Administrative Evaluation of

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Instructor Performance report shall be provided to the instructor and to his or her immediate dean, supervisor, chairperson or coordinator for information.

- 6.6.3 Classroom visitations will be performed by the appropriate supervising Dean or other administrator, so designated by the Vice-President of Instruction. At least one classroom visitation must be conducted before a formal Administrative Evaluation of Instructor Performance is prepared. Components of a classroom visitation 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 supervisor and the instructor which deals with lesson plans, course syllabi, course and class goals and objectives for the period of observation and data collection.
 - b. The classroom observation and/or data collection component of a classroom visitation is an active, systematic, and purposeful process which requires the observer to assess teacher student interaction.

- 6.6.4 The final written Administrative Evaluation of Instructor Performance shall be composed of three elements: 1) The Butte College Administrative Evaluation of Instructor Performance Form itself (see Appendix I 1), 2) narrative comments on matters of substance by the evaluator, and 3) teacher comments in response to the evaluation if desired.

The written evaluation shall:

- a. Be based on the unit member's job description, areas of responsibility and duties.
- b. Include significant data regarding mitigating factors which may influence job performance.
- c. Be in terms of observable or verifiable behavior or information.
- d. Avoid evaluative conclusions which cannot be supported with verifiable and specific examples, information, or generally accepted criteria of good educational practices.
- e. Be based only on job related criteria and factors.

- 6.6.5 Post-Observation and Evaluation Summary Conference

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- a. An Evaluation Summary Conference with the instructor shall be mutually scheduled by the evaluator. However, if mutual agreement is not reached after 10 working days the administrator shall schedule the conference. The written evaluation report should be reviewed by the instructor before a discussion of the evaluation's contents. The discussion should be purposeful with an eye to sustaining and/or improving instructional effectiveness.
- b. Instructor Improvement Plans (see Appendix "J") are the logical product of Evaluation Summary Conferences. The instructor and the evaluator should work cooperatively to identify areas of strength, which should be noted by administration 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. Initially, improvement plans may be oral or written. Should inadequacies or substandard performance continue, further improvement plans should be in written form.

6.7 Areas of Non-Instructional Evaluation

6.7.1 The rating of non-instructional faculty should be based on the job description and the following two criteria:

- a. Compare the individual with others doing work at the same general assignment;
- b. Compare the individual with all other comparable employees the evaluator has ever known.

6.7.2 Areas of Evaluation

- a. Job specific:
 - 1) Work attitudes.
 - 2) Competency.
 - 3) Initiative.
 - 4) Attitude toward students.
 - 5) Attitudes 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.

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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 Administrative Evaluation of Non-Instructor Performance (see Appendix I 2)

6.8.1 The appropriate Vice-President shall be responsible for implementing and managing the process of evaluations.

6.8.2 The formal Administrative Evaluation of Non-Instructor Performance reports shall be written by the supervising or designated administrator.

- a. Formal Administrative Evaluation of Non-Instructor Performance reports for first or second year probational 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 two academic years.
- c. Formal evaluation reports shall include evaluation and comments on job effectiveness, professional growth and currency, 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 Administrative Evaluation of Non-Instructor Performance reports shall be based upon data obtained from normal daily operational interaction, job site visitations, and input from department chairpersons and coordinators where appropriate.
- e. The formal evaluation report shall provide for narrative comments by both the evaluator and by the faculty member.
- f. The evaluator and faculty member shall sign the Administrative Evaluation of Non-Instructor Performance reports. The faculty member signature indicates only that the instructor has read and understands the contents of the report.

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- g. 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 Administrative Evaluation of Non-Instructor Performance report shall be provided to the faculty member and to his or her immediate dean, supervisor, chairperson or coordinator for information.

6.8.3 The final written Administrative Evaluation of Non-Instructor Performance shall be composed of three elements: 1) The Butte College Administrative Evaluation of Non-Instructor Performance Form itself (see Appendix I 2), 2) narrative comments on matters of substance by the evaluator and 3) faculty member comments in response to the evaluation if desired.

The written evaluation shall:

- a. Be based on the unit member's job description, areas of responsibility and duties. The job description should be given to the faculty member in a timely manner before the evaluation.
- b. Include significant data regarding mitigating factors which may influence job performance.
- c. Be in terms of observable or verifiable behavior or information.
- d. Avoid evaluative conclusions which cannot be supported with verifiable and specific examples, information, or generally accepted criteria of good educational practices.
- e. Be based only on job related criteria and factors.

6.8.4 Post-Observation and Evaluation Summary Conference

- a. An Evaluation Summary Conference with the faculty member shall be mutually scheduled by the evaluator. However, if mutual agreement is not reached after 10 working days the administrator shall schedule the conference. The written evaluation report should be reviewed by the faculty member before a discussion of the evaluation's contents. The discussion should be purposeful with an eye to sustaining and/or improving instructional effectiveness.
- b. Faculty Member Improvement Plans (see Appendix J) are the logical product of Evaluation Summary Conferences. The faculty member and the evaluator should work cooperatively to identify areas of strength, which should be noted by

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administration and hopefully continued by the faculty member. Also, ideally any high priority areas needing improvement or strengthening should be honestly discussed and improvement goals, objectives and methods jointly developed.

- c. Initially, improvement plans may be oral or written. Should inadequacies or substandard performance continue, further improvement plans should be in written form.

ARTICLE VII

WORKLOAD

- 7.1 The District shall have a WSCH/FTE target of 530.
- 7.2 The full time college instructor is responsible for effective performance in the following areas:
 - 7.2.1 General Scope of Responsibilities
 - 7.2.1.1 Excellence in teaching and instruction.
 - 7.2.1.2 Maintenance of professional growth and academic currency.
 - 7.2.1.3 Carrying out of area, departmental and/or program responsibilities.
 - 7.2.1.4 Contribution to the college as a whole in the form of college-wide service.
 - 7.2.1.5 Service to the local community (optional).
 - 7.2.2 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.
 - 7.2.2.1 Plans for and initiates curriculum improvements.
 - 7.2.2.2 Plans for and is continually well prepared to teach.
 - 7.2.2.3 Provides organized delivery of instruction.
 - 7.2.2.4 Is courteous to and approachable by students.
 - 7.2.2.5 Instruction is consistent with the stated and approved goals and content of the course.
 - 7.2.2.6 Sticks to the subject matter of the course.
 - 7.2.2.7 Shows enthusiasm for the subject matter.
 - 7.2.2.8 Uses effective motivation to create a personal desire to learn the subject/skill(s).
 - 7.2.2.9 Uses standards of student evaluation that are clear, fair and followed consistently throughout the course.
 - 7.2.2.10 Requires levels of instructor and student effort sufficient to the mastery of the subject or skills in the course.

- 7.2.2.11 Grades and returns student assignments and tests in a reasonable period of time.
 - 7.2.2.12 Makes effective use of teaching aids and materials required of students. (e.g., texts, manuals, etc.)
 - 7.2.2.13 Is effective as a teacher.
 - 7.2.2.14 Prepares complete course outlines and syllabi.
 - 7.2.2.15 Continually revises and updates course content and materials of instruction.
 - 7.2.2.16 Coordinates course contents and methods with other teachers in the program/discipline.
 - 7.2.2.17 Meets and assists students during office hours or by appointment or at other reasonable times.
 - 7.2.2.18 Initiates and carries through with improvements to course contents and methods.
 - 7.2.2.19 Initiates and/or participates in overall department-wide program development, maintenance, evaluation, revision and/or expansion.
- 7.2.3 Professional Growth and Currency
- 7.2.3.1 Instructors are required to show examples of activities which demonstrate a pattern of academic, professional, and/or technical updating or currency.
- 7.2.4 Area or departmental responsibilities
- 7.2.4.1 Is knowledgeable about and abides by College policies and procedures. This includes the accurate and timely submission of all reports, grades and paper work.
 - 7.2.4.2 Meets deadlines and time targets.
 - 7.2.4.3 Orders instructional materials, equipment and textbooks with sufficient lead times.
 - 7.2.4.4 Assists in scheduling.
 - 7.2.4.5 Assists in course staffing functions.
 - 7.2.4.6 Provides assistance and help to other full time, part-time and/or new instructors.

- 7.2.4.7 Coordinates plans and activities with others.
- 7.2.4.8 Provides information for the development of departmental budgets.
- 7.2.4.9 Monitors expenditures to keep within authorized budget spending appropriations.
- 7.2.4.10 Exercises good judgment in the use of and/or management of facilities, equipment and supplies.
- 7.2.4.11 Attend assigned meetings as requested.
- 7.2.4.12 Is punctual to assigned meetings.
- 7.2.4.13 Works well with peers, classified staff and administration.
- 7.2.4.14 In general, is easy and cooperative to work with.
- 7.2.4.15 Does his/her fair share of outside of class departmental duties and responsibilities.
- 7.2.5 College-wide service
 - 7.2.5.1 Volunteers to serve on college committees.
 - 7.2.5.2 When requested serves on college committees and project teams.
 - 7.2.5.3 Serves as a sponsor to student clubs and organizations.
 - 7.2.5.4 Participates in faculty governance.
 - 7.2.5.5 Participates on special project teams or ad hoc committees.
- 7.2.6 Community service (optional)
 - 7.2.6.1 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 job position.
- 7.2.7 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.

7.3 Teaching Loads

7.3.1 Teaching Loads

One hour lecture = 1/30 of a load 3.5% variance
One hour lab = 1/38 of a load

- a. The lecture percentage will be the factor that determines the number of overload hours to be paid. (3.33%)
- b. All overload hours will be paid at the part-time salary schedule rate.
- c. The variance percentage will be subtracted prior to determining hours to be paid.
- d. Once the loads have been determined each semester, the variance percentage will not apply for any class taught as an overload.
- e. Physical Education activity hours and studio hours are synonymous with lab hours.

7.3.2 Exceptions to the above Load Formula:

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

*EMT - 100, 101, 102, 103, 104, 107 and 190	(60) hours
*Nursing Assistant - All courses	(72) hours
*Fire Science - 102 through 104	(48) hours
*Administration of Justice - 130 - 180	(48) hours
*Banking and Finance - All courses	(40) hours
*Real Estate - All courses	(36) hours
LVN	(48) hours
ADN	(36) hours
Respiratory Therapy and EMT/Paramedic	(48) hours

Adult/Special Education/Handicapped

Work Year/Teaching Load

The Special Education/Handicapped program 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 Assistant Dean of the Chico Program.

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.

*These courses/programs are taught by part-time staff.

- 7.3.3 Any full-time faculty member who teaches an overload in these areas will be paid at the part-time salary schedule rate for those hours above the maximum load. The formula pertaining to lecture and lab does not apply. (There is no percent variance.)

- 7.3.4 Each varsity sport will equal 3 activity hours per sport.
- 7.3.5 Unit members who are assigned less than a full teaching load as shown in 7.3, shall first have prior approval of the Vice President for Instruction.
- 7.4 Instructional unit members will schedule a minimum of five (5) on-campus office hours per week.
 - 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.
- 7.6 Non-classroom staff responsibilities represent a forty-hour week (199 days). The responsibilities of counselors include but are not limited to the following:
 - 7.6.1 Providing academic, vocational and personal counseling to students on an individual basis
 - 7.6.2 Providing group counseling for the accomplishment of specific objectives
 - 7.6.3 Assisting in the planning and implementation of registration
 - 7.6.4 Assisting students with petitions for graduation and to the Academic Council
 - 7.6.5 Establishing and maintaining communication with the various instructional divisions, the administration and the staff of the college
 - 7.6.6 Establishing and maintaining communications with the high schools served by the college
 - 7.6.7 Establishing and maintaining communications with community agencies that can serve our students
 - 7.6.8 Serving on various college committees
 - 7.6.9 Keeping current with developments and changes in his or her field
 - 7.6.10 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 Vice President for Student Personnel Services

7.7 Non-classroom responsibilities represent a forty-hour week. The responsibilities of the College Nurse/Health Services Coordinator include but are not limited to the following:

7.7.1 Under the supervision of a physician performing the following:

- a. Managing common illness and injuries
- b. Selecting, requesting and interpreting x-rays and laboratory tests
- c. Interpreting test results in conjunction with patient's medical history in order to assess patient's needs and problems
- d. Providing significant, reliable and timely information to physician in order to aid in treatment

7.7.2 Under general supervision perform the following duties:

- a. Supervising the Student Health Insurance Program
- b. Assisting in preparing new health programs for students
- c. Assisting in preparing reports and working with the Safety and Environment Committee
- d. Assisting in preparing budgets and managing them so that District allocations are followed
- e. Assisting in evaluating assigned classified staff
- f. Assisting in maintaining adequate records and supervising maintenance of facilities, equipment and supplies
- g. Assisting in screening and interviewing certificated and classified personnel
- h. Assisting in reviewing purchase orders, travel requests, invoices, and requisitions for appropriateness
- i. Assisting in developing goals, objectives and policies
- j. Assisting in recommending student workers as requested and assisting in supervising and evaluating them
- k. Representing the Student Personnel Services administrator as requested at meetings
- l. Assisting in completing additional duties for the maintenance of the program as designated by the Student Personnel Services administrator
- m. Assisting in other areas as assigned by the Assistant Superintendent/Vice President, Student Personnel Services

- 7.8 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 upon prior approval of Office Director. The responsibilities of the Assessment Coordinator/Career Counselor include, but are not limited to the following:
- 7.8.1 Interpreting vocational interest, aptitude and personality tests for students
 - 7.8.2 Advising students on remediation of basic skills deficiencies
 - 7.8.3 Counseling students in career and life planning
 - 7.8.4 Evaluating transcripts and test scores for placement and degree requirements
 - 7.8.5 Assisting students with occupational exploration
 - 7.8.6 Additional duties include those delineated in current contract section 7.6.1 - 7.6.10
 - 7.8.7 Scheduling Basic Skills Assessment, both on and off campus
 - 7.8.8 Scheduling vocational testing
 - 7.8.9 Training staff in administration and scoring of Basic Skills Assessment and vocational tests
 - 7.8.10 Reviewing new testing materials
 - 7.8.11 Ordering and maintaining all testing materials
 - 7.8.12 Coordinating special testing projects on campus
 - 7.8.13 Managing computerized assessment/placement files
 - 7.8.14 Disseminating testing information to campus personnel
 - 7.8.15 Conducting validation and reliability studies on assessment instruments
 - 7.8.16 Consulting with department and faculty on assessment/placement issues
 - 7.8.17 Meeting with students for individual concerns and special circumstances regarding assessment/placement
 - 7.8.18 Coordinating ESL assessment/placement
 - 7.8.19 Providing testing and summary data to local high schools
 - 7.8.20 Representing assessment operations to campus and community groups
 - 7.8.21 Training staff in interpretation of Basic Skills Assessment results and vocational tests

- 7.8.22 Assisting in other areas as assigned by the Assistant Superintendent/Vice President, Student Personnel Services
- 7.9 Non-classroom staff responsibilities represent a forty-hour week. The responsibilities of the Learning Disabilities Specialist include, but are not limited to the following:
- 7.9.1 Administering and interpreting tests of language, perception, memory and achievement
 - 7.9.2 Obtaining information relevant to students' learning problems
 - 7.9.3 Developing instructional material specially suited to the students and providing information concerning available, suitable materials
 - 7.9.4 Supervising tutors assigned to students
 - 7.9.5 Providing instruction for students in HSP&S
 - 7.9.6 Consulting with subject matter instructors regarding specific students and materials
 - 7.9.7 Maintaining liaison with vocational programs and job agencies in cooperation with job placement services
 - 7.9.8 In cooperation with the counseling staff, providing guidance to students for appropriate courses and programs
 - 7.9.9 Serving on various college committees
 - 7.9.10 Keeping current with developments and changes in his/her field
 - 7.9.11 Assisting the Director of HSP&S in responsibilities which are directly related to program maintenance
- 7.10 Non-classroom staff responsibilities represent a forty-hour week. The responsibilities of the EOPS assistant include but are not limited to the following:
- 7.10.1 Under the supervision of the EOPS Director, maintaining on-going recruitment activities, interviewing and selecting EOPS students
 - 7.10.2 Assisting the Director in the maintenance of all EOPS records
 - 7.10.3 Assisting the Director in working with community and college committees in all matters pertaining to EOPS services
 - 7.10.4 Determining the duties of, conducting in-service training for, and supervising all EOPS student employees
 - 7.10.5 Assisting EOPS students in locating work-study employment appropriate to their college goals and academic potential
- 7.11 Non-classroom staff responsibilities represent a forty-hour week. The responsibilities of the Librarian and the Media Coordinator include but are not limited to the following:

- 7.11.1 Assisting faculty, staff and students with the use of reference or media services
 - 7.11.2 Developing and teaching library skills to students
 - 7.11.3 Setting up and operating complex media equipment and training faculty as required
 - 7.11.4 Selecting and recommending materials and equipment for purchase
 - 7.11.5 Writing and releasing procedures for circulating the general collection, media materials and equipment, the reserve and periodical collections and for the utilization of the reference collection and media equipment
 - 7.11.6 Assisting in the selection, training and supervision of employees within the departments
- 7.12 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:
- 7.12.1 Developing full-time, part-time, permanent, and temporary job opportunities for students currently attending Butte College
 - 7.12.2 Developing job readiness information, job seeking, interviewing, resume and application tips and strategies
 - 7.12.3 Working directly with teachers in identifying and placing students in appropriate Work Experience locations
 - 7.12.4 Assisting in program planning and supervision of the college Work Experience program
 - 7.12.5 Developing and maintaining all records, employer contracts, and student files as required by district policy and state regulations
 - 7.12.6 Assigning grades and units for General Work Experience students
 - 7.12.7 Monitoring assignment of grades and units for Career Work experience students
 - 7.12.8 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
 - 7.12.9 Assisting the Director of Career Planning, Placement, Assessment and Work Experience in responsibilities which are directly related to program maintenance

- 7.12.10 Submitting reports as required which include: number of jobs generated, number of students placed, and total value of job orders and placements
- 7.12.11 Designing new employment skills guides (resume, application and interview guides)
- 7.12.12 Assessing students' marketable skills via standardized vocational assessment instruments, college transcripts and teacher recommendations
- 7.12.13 Establishing policies, procedures and priorities for all activities of the Job Placement and Work Experience office
- 7.12.14 Interpreting district policy, Title 5 and other relevant policies, laws and regulations pertaining to work experience
- 7.12.15 Directly supervising full-time clerk and student assistants
- 7.12.16 Maintaining office hours to advise students regarding Work Experience and Placement
- 7.13 Non-classroom staff responsibilities represent a forty-hour week. The responsibilities of the Learning Resource Specialist include, but are not limited to the following:
 - 7.13.1 Assisting in short-term and long-term tutoring
 - 7.13.2 Providing prescriptive learning for high-risk students seeking tutorial help
 - 7.13.3 Establishing a tracking system for all such students
 - 7.13.4 Assisting with cataloguing existing Learning Resource Materials
 - 7.13.5 Assisting in identifying and organizing Learning Resource Center materials and informing faculty of available materials in their subject areas
 - 7.13.6 Assisting with identifying software materials for use in the Learning Resource Center and seeking approval for such materials from faculty of the appropriate discipline
 - 7.13.7 Assisting with identifying need for additional instructional materials to support existing courses of study
 - 7.13.8 Targeting programs and courses where Learning Resource Center support can be enhanced
 - 7.13.9 Contacting faculty in targeted areas and working with them to further the academic support of students
 - 7.13.10 Maintaining a supportive learning atmosphere in the Learning Resource Center both on and off campus

- 7.13.11 Supervising Instructional Aides and tutors and providing learning assistance in the Learning Resource Center during assigned hours both on and off campus (teacher of record)
 - 7.13.12 Proctoring tests
 - 7.13.13 Providing tutor training
 - 7.13.14 Assisting in institutional research and student follow-up as assigned
 - 7.13.15 Staffing and/or providing for orientation sessions/tours
 - 7.13.16 Providing information on general and specific Learning Resource Center services and activities to students, faculty, community on a regular basis
 - 7.13.17 Assisting in hiring of tutors and instructional aides
 - 7.13.18 Scheduling and staffing appropriate workshops for students and staff in conjunction with the chair of the Language Arts Department
 - 7.13.19 Assisting in design and writing of a Learning Resource Center Handbook
 - 7.13.20 Providing assistance to the coordinator as assigned
 - 7.13.21 Assuming other reasonably related duties as assigned
- 7.14 Non-classroom staff responsibilities represent a forty-hour week. The responsibilities of the Learning Center Coordinator include, but are not limited to the following:
- 7.14.1 Creating and maintaining a learning atmosphere in the Learning Center where academic success and retention are promoted.
 - 7.14.2 Supervising certificated and classified staff and providing training and direction as necessary.
 - 7.14.3 Hiring and scheduling IA's, tutors, and student assistants.
 - 7.14.4 Supervising and providing the training of instructional assistants and tutors (to include different learning styles).
 - 7.14.5 Developing, supervising and directing the annual budget for the Center.
 - 7.14.6 Supervising and providing for the security of LRC hardware, software and other instructional materials.
 - 7.14.7 Providing learning assistance (tutoring) services to all Butte College students off campus.
 - 7.14.8 Developing ways to provide essential tutoring services to Butte College students off campus.

- 7.15.3 Assisting in the implementation of the college's Matriculation Plan, including new student orientation.
- 7.15.4 Assisting with or advising multicultural student organizations.
- 7.15.5 Assisting EOPS students with petitions for graduation, certificates of achievement and Academic Council.
- 7.15.6 Making high school visitations.
- 7.15.7 Assisting with the development of individual education plans for EOPS students.
- 7.15.8 Keeping current with professional developments and changes.
- 7.15.9 Assisting EOPS students with the successful completion of the financial aid process.
- 7.15.10 Providing EOPS students with money management workshops and individual assistance.
- 7.15.11 Assisting with Financial Aid needs assessment and awarding process as outlined in Title 5, Sections 56224, 56252, 56254, 56256 and 56258.
- 7.15.12 Providing liaison between the Financial Aid Office and the EOPS Office and students.
- 7.15.13 Serving as a member of the Financial Aid Advisory Committee.
- 7.15.14 Other related duties as assigned.
- 7.16 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 (does not include 5% counselor stipend):
 - 7.16.1 Providing academic, career, and personal counseling to EOPS students on an individual basis or group basis.
 - 7.16.2 Assisting EOPS students with other campus services including, but not limited to, assessment, job placement, disabled students programs and services.
 - 7.16.3 Assisting in the implementation of the College's Matriculation Plan, including new student orientation.
 - 7.16.4 Assisting with or advising multicultural student organizations.
 - 7.16.5 Assisting EOPS students with petitions for graduation, certificates of achievement and Academic Council.
 - 7.16.6 Making high school visitations.
 - 7.16.7 Assisting with the development of individual education plans for EOPS students.
 - 7.16.8 Keeping current with professional developments and changes.

- 7.18.4 Evaluating needs of the labor market.
 - 7.18.5 Initiating employer contacts where needed and conduct employer visits in Butte and Glenn Counties.
 - 7.18.6 Developing job readiness information and lead workshops in the areas of interviewing, resume, and application tips and strategies.
 - 7.18.7 Submitting reports as required which include: describing the activities, project expenditures, and results of the project year.
 - 7.18.8 Writing job orders, selection and referral of students to job openings, evaluating and recording all necessary information.
 - 7.18.9 Providing follow-up and evaluation of on-the-job training sites.
 - 7.18.10 Referring potential Workability II Program participants to the Department of Rehabilitation.
- 7.19 Non-classroom staff responsibilities represent a forty-hour week (177 days). The responsibilities of the Nurse Practitioner include, but are not limited to, the following:
- 7.19.1 Initiating and maintaining a problem-oriented medical progress record by health history and screening physical examination for gynecological and genito-urinary problems, family planning and STD.
 - 7.19.2 Assessing and managing through treatment or referral, common illnesses and injuries - by physician approved protocols and procedures.
 - 7.19.3 Utilizing and correctly interpreting laboratory tests as indicated.
 - 7.19.4 Administering inoculates/vaccines, TB tests, and medications as prescribed or per protocols.
 - 7.19.5 Implementing the appropriate form of care with instruction for safety, compliance and follow-up.
 - 7.19.6 Assisting men and women to realize their optimal health and maintenance.
 - 7.19.7 Collecting and maintaining current health or emergency information on students.
- 7.20 Non-Classroom staff responsibilities represent a forty-hour week (199 days). The responsibilities of the Coordinator of Activities/Orientation include but are not limited to the following:
- 7.20.1 Advising and facilitating student clubs, organizations and activities.
 - 7.20.2 Advising and facilitating student government.

- 7.14.9 Providing prescriptive learning for high-risk students seeking tutorial help.
- 7.14.10 Establishing a tracking system for all such students.
- 7.14.11 Developing a process for the identification and organization of LRC materials and informing faculty of available materials in their subject areas.
- 7.14.12 Developing a process for the identification and selection of software programs for use in the LRC and seeking approval for such materials from faculty in appropriate disciplines.
- 7.14.13 Assisting with identifying need for additional instructional materials to support existing courses of study.
- 7.14.14 Targeting programs and courses where LRC support can be enhanced.
- 7.14.15 Contacting faculty in targeted areas and working with them to further the academic support of students.
- 7.14.16 Scheduling and staffing appropriate workshops for students.
- 7.14.17 Providing test proctoring services.
- 7.14.18 Providing additional (appropriate) assistance to the instructional program.
- 7.14.19 Developing and administering the annual budget for the Learning Center.
- 7.14.20 Adhering to state and federal guidelines as they pertain to the operations of the Learning Center.
- 7.14.21 Directing the accounting and reporting of VEA, ADA, and positive attendance reports as required.
- 7.14.22 Providing further reports as required/requested.
- 7.14.23 Staying abreast of current developments in instructional support services, e.g., learning centers.
- 7.14.24 Developing and maintaining an LRC handbook to govern LRC functions.
- 7.15 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 (does not include 5% counselor stipend):
 - 7.15.1 Providing academic, career, and personal counseling to Extended Opportunity Programs and Services students on an individual basis or group basis.
 - 7.15.2 Assisting EOPS students with other campus services including, but not limited to, assessment, job placement, disabled students programs and services.

- 7.16.9 Providing transfer services by assisting EOPS students to make the transition from Butte College to four-year colleges.
- 7.16.10 Other related duties as assigned.
- 7.17 Non-classroom staff responsibilities represent a forty-hour week (199 days). The responsibilities of the Coordinator of Counseling Services include but are not limited to the following (see Appendix "E 2" for duty responsibilities):
 - 7.17.1 The Coordinator shall be evaluated at least once per year.
 - 7.17.2 By April 15 each year, the Assistant Superintendent/Vice President for Student Services shall communicate in writing to each coordinator who will not be reappointed for the next academic year.
 - 7.17.3 When the coordinator position becomes vacant and the district desires to fill it, unit members from the area to be coordinated will serve as a screening committee to review the applicant(s) qualifications. This committee shall submit the name(s) of all qualified candidates to the Assistant Superintendent/Vice President for Student Services for his/her consideration and action. The committee shall specify, in writing, the reasons for a candidate's lack of qualifications to be considered for the position.
 - 7.17.4 The Assistant Superintendent/Vice President for Student Services shall be responsible to the Superintendent/President for making the recommendation for the coordinator position.
 - 7.17.5 A review unit shall be established to review a coordinator's dispute with his/her salary placement. This committee shall be advisory to the Assistant Superintendent/Vice President for Student Personnel Services. The review committee shall include the appropriate department manager, the coordinator with the dispute, and a unit member from the coordinator's area.
- 7.18 Non-classroom staff responsibilities represent a forty-hour week (199 days). The responsibilities of the Workability II Specialist include but are not limited to the following:
 - 7.18.1 Providing academic, career, and personal advising to rehabilitation clients who are attending Butte College on an individual or group basis.
 - 7.18.2 Screening clients to determine educational skills, employment objectives and alternatives; prior work experience; interests, etc.
 - 7.18.3 Developing job opportunities for rehabilitation clients that are consistent with their academic training.

- 7.20.3 Developing and operating a campus program of student activities including social, cultural and recreational (intramurals) activities that impact all segments of the campus community.
 - 7.20.4 Teaching the student leadership class.
 - 7.20.5 Supervising pep activities (cheerleaders), forensics and all other cocurricular activities.
 - 7.20.6 Supervising student orientation programs, including teaching the orientation class.
 - 7.20.7 Organizing, coordinating, supervising and maintaining the activities calendar.
 - 7.20.8 Coordinating and supervising the approval, distribution, and posting of printed matter on campus.
 - 7.20.9 Assisting the Public Information Officer in preparation of news releases for student activity events.
 - 7.20.10 Coordinating the preparation of the following publications:
 - Student Handbook
 - Advisors' Handbook
 - 7.20.11 Chairing the Public Events Board
 - 7.20.12 Assisting in other areas as assigned by the Vice President for Student Services
- 7.21 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 the Unit member, students and office. Leave may be taken at any time during the year on prior approval of Office Director. The responsibilities of the GAIN Assessment Coordinator/Counselor include, but are not limited to the following:
- 7.21.1 Interpreting vocational interest, aptitude and personality tests for students, GAIN clients, and other special populations.
 - 7.21.2 Advising GAIN clients/students on remediation of basic skills deficiencies.
 - 7.21.3 Counseling students/GAIN clients in career and life planning.
 - 7.21.4 Assisting students with occupational exploration.
 - 7.21.5 Scheduling vocational testing on and off campus.
 - 7.21.6 Promoting contract vocational assessment to off-campus organizations.
 - 7.21.7 Reviewing new test materials.
 - 7.21.8 Training staff in interpretation of vocational tests.

- 7.21.9 Ordering and maintaining vocational test materials.
- 7.21.10 Coordinating GAIN assessment program on and off campus.
- 7.21.11 Managing computerized data base of GAIN clients and students.
- 7.21.12 Disseminating vocational assessment and GAIN information to campus personnel.
- 7.21.13 Meeting with GAIN students to discuss individual concerns about their academic programs.
- 7.21.14 Meeting with county GAIN personnel concerning clients and GAIN assessment.
- 7.21.15 Coordinating delivery of vocational assessment programs to special interest groups.
- 7.21.16 Developing written assessment reports for GAIN clients.
- 7.21.17 Providing guidance to GAIN clients in academic, personal, and vocational areas.
- 7.21.18 Supervising and training clerical and support staff.
- 7.21.19 Supervising and training vocational assessment and career planning interns.
- 7.22 Non-classroom staff assigned to classroom duties shall have two hours of time deducted from their schedule for each hour of instructional time.
- 7.23 Unit members may request a reduced teaching or workload with a proportionate reduction in salary for a one (1) year period or less.
 - 7.23.1 All such requests shall be made in writing to the Vice President for Instruction and the Superintendent/President prior to being reviewed and acted on by the Board.
- 7.24 199 Day Work Year Contract (eleven months)
 - 7.24.1 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).
- 7.25 221 Day Work Year Contract (twelve months)
 - 7.25.1 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).
- 7.26 The Work Year
 - 7.26.1 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 non-classroom unit members covered under 7.6, 7.8, 7.12, 7.15, 7.16, 7.17, 7.18, 7.20 and 7.21.

7.26.2 The Board will annually adopt a calendar for the fiscal year.

7.26.3 The work week shall be Monday through Saturday.

7.26.4 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 (excluding those assignments provided under Appendix "D" Additional Duties Compensation Schedule), the unit member and management will consult prior to making a Saturday assignment.

7.27 Flexible Calendar Agreement

7.27.1 Instructional Faculty - Contract/Non-Contract

The Instructional Calendar includes 175 days of instruction. A total of 11 days are designated as possible staff development days for instructors (see calendar). Instructors are required to submit a written plan to the appropriate administrator designating 11 days that may be utilized as staff development days. (See Appendix "G"). Procedures and timelines for plan submission will be prepared in consultation with faculty and distributed by the District.

The appropriate administrator shall review and sign each staff development plan, if each plan is in accordance with Title V regulations. In a situation where the proposed plan is not approved by the appropriate administrator, a faculty member may, within ten days, appeal the decision in writing to the Vice President for Instruction.

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 Vice President will approve the plan if it is in accordance with Title V regulations and District needs. The decision of the Vice President is final.

The approved plan is a legally binding contract. Failure to submit a plan on time, or failure to complete part or all of the plan, will result in a proportionate reduction in compensation. (See Appendix "G.")

Development plans 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 contract, partial contract, and sabbatical leave assignment.

7.27.2 Non-classroom certificated staff and other categories not considered as traditional instructional staff

The above staff may submit a staff development plan that may include up to eleven (11) days. The days are flexible within the instructional calendar year. Following consultation with staff, the District shall distribute policies and procedures for implementing the appropriate plan(s).

The appropriate administrator shall review and sign plans that are in accordance with District needs. In a situation where the proposed plan is not approved, the staff member may, within ten days, appeal the decision in writing to the appropriate Vice President. The decision of the Vice President is final. The District reserves the right not to release staff if it is deemed in the best interest of the District.

7.27.3 Continuance of the Flexible Calendar

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

7.28 Summer Session - Unit members will be given consideration for summer session assignments.

7.29 Unit members are limited to one course per semester or four contact hours as an extra assignment. Compensation shall be based on the part-time instructors' salary schedule.

7.29.1 Exceptions to 7.29 may be granted by the Vice President for Instruction.

7.30 Instructional Department Chairs/Coordinators (see Appendix "E 1" for duty responsibilities)

7.30.1 Department chairs/coordinators shall be evaluated at least once per year.

7.30.2 By April 15th each year, the Assistant Superintendent/Vice President for Instruction shall communicate in writing to each department chair/coordinator who will not be reappointed for the next academic year.

7.30.3 At the District's sole discretion, Department Chair I may be required to work an additional thirty (30) duty days and Department Chair II may be required to work an additional twenty (20) duty days.

Compensation for additional duty days shall be at the per diem rate (Article 13.3).

- 7.30.4 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 Assistant Superintendent/Vice President for Instruction for his/her consideration and action. The Committee shall specify, in writing, the reasons for a person's lack of qualifications to be considered for the position.
- 7.30.5 A review committee shall be established to review a department chair/coordinator's dispute with his/her placement. This committee shall be advisory to the Assistant Superintendent/Vice President for Instruction. The review committee shall include: the appropriate Dean, department chair/coordinator with the dispute and a unit member from the department chair/coordinator's area.
- 7.30.6 The Assistant Superintendent/Vice President for Instruction shall be responsible to the Superintendent/President for making the recommendations for all department chair/coordinator positions and in settlement of department chair/coordinator placement disputes.

ARTICLE VIII

SAFETY

- 8.1 District Compliance - 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 Safety Committee - 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 Deputy Superintendent/Business concerning improvements in health, safety, sanitation and working conditions.
- 8.3 Released Time - 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 No Discrimination - 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

TRANSFERS

- 9.1 Voluntary Transfer - 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 Administrative Transfer - 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.
 - 9.3.3 Affirmative action goals of the District.

ARTICLE X

GRIEVANCES

10.1 Purpose - To provide an orderly procedure for reviewing and resolving grievances promptly.

10.2 Definitions

10.2.1 Grievance - 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:

10.2.1.1 Any matter upon which the District is without authority to act;

10.2.1.2 Any alleged violation of law that does not also state a violation of a specific provision of this Agreement;

10.2.1.3 The evaluation of members of the unit, except for alleged violations of procedural matters;

10.2.1.4 Any discharge, dismissal or layoff of a member of the unit;

10.2.1.5 Any attempt to alter or change this Agreement;

10.2.1.6 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;

10.2.1.7 Any other matter not included in the definition stated in Section 10.2.1.

10.2.2 Grievant - Any member of the bargaining unit covered by the terms of this Agreement.

10.2.3 Day - 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 Immediate Supervisor - The immediate supervisor is the first (1st) 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 at 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 Member Legal Rights - 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 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 or 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 Procedural Steps

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

- 10.5.4 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.

- 10.5.5 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, he/she 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.
- 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.

10.6 Advisory Third Party Intervention

- 10.6.1 If a grievance is not resolved in Levels I, II or III, the Association may request, in writing, a hearing before an arbitrator. The request shall be filed in the Personnel Office within fifteen (15) working days after the written decision of the Superintendent.
- 10.6.2 Within five (5) working days after receipt of a request for arbitration, the Deputy Superintendent, Business/Personnel 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) names remains. The determination of the party to strike first, shall be by lot.
- 10.6.3 The costs of arbitration shall be borne as follows:

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:

10.6.5.1 The functions of the arbitrator shall be:

- a. to hold a hearing concerning the grievance, and
- b. 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.

10.6.5.2 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.

10.6.5.3 The arbitrator shall determine disputed interpretation of terms actually found in the Agreement or determine disputed facts upon which the application of the Agreement 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 is fair and equitable.

10.6.5.4 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.

10.6.5.5 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 designation 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.
- 10.8.4 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.
- 10.8.9 The evaluation of members of the unit, except for alleged violation of procedural matters shall not 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.

- 11.1.2 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 employed in a position requiring certification qualifications 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 he/she was last employed and request credit for the accumulated leave of absence for illness or injury to which he/she is, or was, entitled at the time of separation.

- 11.1.7 All sick leave rights or accumulations shall be cancelled 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, he/she shall be provided with a current accounting of his/her accumulated sick leave.
- 11.1.10 Any unit member utilizing sick leave benefits under provisions of this Article shall provide the District with a signed "Certificate of Illness" and verification on return, and, if absent five (5) or more consecutive duty days, 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.

11.2 Industrial Accident and Illness Leave

- 11.2.1 For accidents or illness which are job-incurred, unit members shall be provided leave benefits under the following provisions:
 - 11.2.1.1 Allowable leave shall be sixty (60) days during which the schools of the District are 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.
 - 11.2.1.2 Allowable leave shall not be accumulated from year to year.
 - 11.2.1.3 Industrial accident or illness leave shall commence on the first (1st) day of absence.
 - 11.2.1.4 When a unit member is absent from his/her duties on account of an industrial accident or illness, he/she shall be paid such 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.

- 11.2.1.5 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.
- 11.2.1.6 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.
- 11.2.1.7 Upon termination of the industrial accident or illness leave, the unit member shall be entitled to the benefits provided in Education Code Section 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, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity will result in a payment to him/her of not more than his/her full salary.
- 11.2.1.8 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, and the temporary disability indemnity, if any, actually paid to and retained by the unit member for periods covered by such salary warrants.
- 11.2.1.9 Any unit member receiving benefits as a result of this section may, during a period of injury or illness, be absent from the State of California for not more than forty-eight (48) hours unless authorized by the Governing Board to travel outside the state.
- 11.2.1.10 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 he/she 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.
- 11.3.2 "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, or any immediate 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.
- 11.3.4 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.
- 11.4.2 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.
- 11.4.3 "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, or sister of the unit member, or any relative living in the immediate household of the unit member.
- 11.4.4 The Deputy Superintendent/Business 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 Deputy Superintendent/Business.
- 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 Additional Emergency Leave

- 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.
- 11.5.2 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 Sabbatical Leave - 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 Types/Requirements

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

11.9.3 Financial Arrangements

11.9.3.1 Assuming funding availability as determined and allocated by the Board, the Board may, in any one semester, grant up to five (5%) percent of the total number of full-time certificated unit members as of July 1 of any fiscal year, sabbatical leave.

11.9.3.2 Such leaves granted shall be as follows:

- a. One (1) complete school year shall be paid sixty-five percent (65%) of his/her full contractual salary.

- b. One (1) semester of the school year shall receive eighty percent (80%) of his/her full contractual salary.
- c. For instructional reasons, a complete school year shall have priority over a one (1) semester leave.

11.9.3.3 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.

11.9.3.4 Time on sabbatical leave will count towards retirement.

11.9.3.5 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

11.9.4.1 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.

11.9.4.2 The unit member who is approved for a sabbatical leave shall, as the Board directs, sign the "Sabbatical Leave Agreement." In the event he/she does not return to the District for the required time commitment (Section 11.9.4.1), 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.

11.9.4.3 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 upon.

11.9.4.4 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.

- 11.9.4.5 Unit members shall submit in writing to the Assistant Superintendent/Vice President for Instruction for prior approval, any plans that deviate from the original leave proposal approved by the Board of Trustees.
- 11.9.4.6 By the time period agreed to in the "Sabbatical Leave Agreement," the unit member shall submit to the Assistant Superintendent/Vice President for Instruction a brief written report of the progress being made to meet the objectives of the leave.
- 11.9.4.7 Within one (1) semester after return to duty, a unit member who has completed a sabbatical leave shall submit to the Assistant Superintendent/Vice President for Instruction, 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 Assistant Superintendent/Vice President for Instruction's evaluation, shall be forwarded to the Superintendent/President as evidence of the unit member's completion of the sabbatical leave. If the Assistant Superintendent/Vice President for Instruction 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.
- 11.9.4.8 Should the Superintendent/President, after consultation with the Leave Advisory Committee, determine that the intent of the leave had not been reasonably fulfilled, 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 District Commitment

- 11.9.5.1 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 Leave Advisory Committee

11.10.1.1 Composition:

- a. The Advisory Committee shall be composed of the Vice President for Instruction as the permanent chairperson, one (1) member of the Instructional Management staff, one (1) member of the Student Personnel Services certificated staff, and three (3) full-time unit members from different areas elected by the faculty for two (2) year terms.

- b. No unit member may continue on the Committee if he/she files an application for leave or released time (Sections 11.9 or 11.10).

11.10.1.2 Functions with respect to Long-Term Leaves With or Without Benefits or Pay/Banked Time Leaves and Sabbatical Leaves

The Advisory 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 the 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 will also 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.
- 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 Vice President for Instruction for approval. Should an agreement not be reached between the applicant and the Vice President for Instruction, the decision shall be referred to the Leave Advisory Committee.
- d. The Committee shall review all applications submitted, shall determine in accordance with the Committee-established criteria the acceptability for leaves and the settlements of Banked Time referrals, 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 settlements of Banked Time referrals are recommended to the Superintendent/President and the Board.
- e. The 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 Committee's, he must provide a written statement of his rationale to the Committee and any applicant whose priority was lowered.

- f. Should the final decisions made by the Board deviate from the Committee's recommendation, the Board will provide the 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, semesters in which a faculty member has taught full time accumulate with two (2) such semesters 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 semester has been completed.
- 11.11.3 The Board may in any one semester grant no more than 5% of the total number of full-time certificated unit members an unpaid leave with or without paid fringe benefits.

11.12 Long-Term Leave Without Pay

- 11.12.1 Written request for long-term leave, i.e., leaves 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 Leave Advisory Committee as per the timeline that the Committee establishes.
 - 11.12.1.1 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.
 - 11.12.1.2 As a condition to the Board's granting of long-term leaves, the unit member agrees that he/she 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 he/she 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.
 - 11.12.1.3 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.

11.12.1.4 Banked Time from Overload Teaching Time Allowance

11.12.1.4.1 Prior to class scheduling each term, a certificated staff member may submit to the Vice President for Instruction 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. In the event a unit member is unable or unwilling to take his/her banked time leave, with the approval of the Vice President for Instruction the unit member may be paid for the classes he/she has accumulated at his/her overload pay rate.

11.12.1.4.2 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.

11.12.1.4.3 A written agreement (letter of intent) between the certificated staff member and the District must be approved by the Superintendent/President.

11.12.1.5 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 leave or release time.

11.13 Short-Term Leave - Discretion of the Superintendent/President
Short-term leave of absences may be granted in the sole discretion of the Superintendent/President under the provisions of California Education Code, Section 87780 (Salary deductions during absence from duties). Stats. 1976, c. 10102, operative April 30, 1977.

11.14 Reduced Workload (E.C. 22724, 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 22724, 87483, and, for certificated 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:

- 11.14.1 Unit member participation is subject to the provisions of Education Code Sections 22724 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 Unit member participation is on a voluntary basis and is subject to Board of Trustees approval.
- 11.14.3 To be eligible for this program the unit member must have been employed in a full-time position requiring certification for at least ten (10) years of which the immediately preceding five (5) years were full-time employment in the Butte Community College District.
- 11.14.4 The unit member must have reached the age of fifty-five (55) prior to reduction in workload. The member's last year of eligibility is the year of his/her seventieth (70th) birthday.
- 11.14.5 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.
- 11.14.6 The reduced workload status must be based on a full school year or semester and the minimum compensation paid or time worked must be equal to at least one-half time. The reduced service may be on a daily basis or full-time for at least one-half year as mutually agreed to by the District and unit member.
- 11.14.7 The unit member must submit contributions to the STRS or PERS based on the amount the unit member earned if he/she were employed on a full-time basis.
- 11.14.8 The number of unit members participating in this program may be limited at the discretion of the Governing Board, when such limitation is in the best interest of the college district.
- 11.14.9 It is mandatory that both the minimum salary and minimum employment requirements are met.
- 11.14.10 The unit member cannot participate in the reduced workload program for more than five years or beyond the school year in which the seventieth (70th) birthday falls, whichever comes first.
- 11.14.11 During the period of participation, the unit member is entitled to all other rights and benefits for which payments are made that would be required if employed full-time, including health benefits as provided in Section 53201 of the Government Code.

- 11.14.12 The unit member who meets the minimum qualification and participation requirements is entitled to receive a full year of service credit and have the retirement allowance, as well as any other benefits, based upon the salary that would have been received if employed on a full-time basis.
- 11.14.13 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.
- 11.14.14 In addition to the minimum qualifications and participation requirements stated in Education Code Section 87483 and Government Code Section 20815, STRS and PERS requires the District:
 - 11.14.14.1 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.
 - 11.14.14.2 The unit member must be identified and reported to STRS or PERS in accordance with the County/District Procedures Manual instructions.
 - 11.14.14.3 Contributions for the unit member and employer must be submitted to STRS or PERS based on the amount the participant would have earned if employed on a full-time basis regardless of the schedule of employment.
- 11.15 This policy is subject to changes in the law (Education Code Sections 22724, 87483 or Government Code Section 20815) and rules and regulations established by the State of California, STRS or PERS.

ARTICLE XII

INSURANCE PROGRAMS

12.1 Insurance Programs (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 amounts, continue the health and dental program.

12.2 The District shall maintain, in participation with unit members and eligible dependents, a Prudent Buyer health plan or the 1985-1988 health plan, dental, including orthodontia, vision, income protection and life insurance plans.

- 12.2.1 A Unit member will pay a part of the cost for benefits only when both of the following criteria are exceeded: The District's total payment per Unit member for 1987-88 (\$4,140); The average total amount spent per person for benefits by the twenty selected districts used to calculate the average salary (average benefit cost shall be calculated by the same procedure as average salary).
- 12.2.2 A Unit member who does not wish to participate in the Prudent Buyer Health Plan may continue with the 1985-1988 health plan but will be required to pay \$50 per month for this coverage for 1988-89. In addition to this cost those Unit members will be required to pay any increase in benefit costs for dental, vision, income protection and life insurance plans. For the 1988-89 year this cost will be \$15.47 per month, making the total cost for employee benefits for those employees not taking the Prudent Buyer Plan \$65.47 per month.
- 12.2.3 For those employees who did not change to the Prudent Buyer Program for 1988-89, they will be converted to the Plan July 1, 1989. At that time the District will pay for the increased cost of the dental, vision, income protection and life insurance coverage. If health benefit costs exceed the amount stated in 12.2.1, all employees will pay the increased costs. No refund will be granted to those employees who did not select the Prudent Buyer Plan as of July 1, 1988.
- 12.2.4 If during the term of this agreement Blue Cross discontinues their 1985-1988 health plan coverage, the employee will be moved to the Prudent Buyer Plan and will cease paying any increased cost in benefits, unless they exceed 12.2.1.
- 12.3 Unit members who choose the Prudent Buyer Plan will have refunded to them the difference between the 1987-88 health premium and the 1988-89 health premium, less the cost of

increased vision, dental, and life insurance. This refund will be \$818.40 for the 1988-89 year only.

12.4 Health Insurance Benefits - Retired Unit Members

12.4.1 A unit member may be eligible for early retirement benefits 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 the unit member's health insurance premiums. Section 12.2 only applies to a unit member who has met the above eligibility requirements at the time of resignation from the District and who also retires under one of the STRS or PERS options immediately after resignation.

12.4.1.1 Paid District certificated service rendered by the unit member pursuant to EC 87482 prior to employment in a District contract position, shall be prorated for purposes of determining the minimum ten (10) years of full-time employment required under Section 12.4.1.

12.4.2 When a unit member who has been granted early retirement benefits under Section 12.4.1 reaches the age of eligibility for social security health insurance benefits, the District shall reduce its level of insurance coverage for the unit member to a level that supplements Medi-Care, Plans A and B or their successors. This section is effective for all unit members even if they do not qualify or elect to participate in the above federal and state health insurance programs.

12.4.2.1 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 coverage provided active members. The actual supplemental plan is subject to carrier requirements.

12.4.3 A unit member who has been granted early retirement benefits by fulfilling the requirements of Section 12.4.1 and who subsequently obtains employment outside the District with an employer that provides health insurance shall be required to terminate the health insurance provided by the District.

12.4.4 Only unit members presently employed at the time of this Agreement may qualify for early retirement benefits under Section 12.4.1.

12.4.5 Employees hired after the effective date of this Agreement shall be eligible for participation in 12.4 only if they qualify under 12.4.1. If they qualify under 12.4.1 they will be eligible for the benefits in 12.4 only to age 65 or the date upon which they qualify for Medi-Cal or Medi-Care benefits.

12.5 Medicare is available for unit members who opt for it in accordance with Government Code Section 2209.3 (et. seq.). The option must be made for active employees by March 15, 1993 and will be effective April 1, 1993.

ARTICLE XIII
COMPENSATION

13.1 Salary Schedules

13.1.1 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 Certificated Salary Schedule (Appendix "B") plus ten (10%) percent 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 appropriate Vice President (see Appendix "C"2).

13.1.4 Any course work or projects to be used for column movement must have prior approval of the appropriate Vice President (see Appendix "C"1).

13.1.5 All work under 13.1.3 and 13.1.4 must be completed by August 1 to be effective for that 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:

- a. From the California Community College Fiscal Data Abstract for the preceding year, the ten districts whose annual attendance ADA, eligible for state funding, above and the ten districts below Butte College, will be selected. The average of the 20 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 average referred to herein shall be calculated by March 10 of each year hereunder from the information contained in the Ross Report or by a survey of districts.

- d. The salary adjustment referred to herein shall be retroactive to July 1 of each year hereunder and shall be paid in the ensuing April warrant.
- e. The adjustment referred to herein shall be based upon receipt by the District of additional non-categorical funds (apportionment) above the level attained in the prior fiscal year.
- f. The adjustment referred to herein, as stated in Section 13.2.1, shall not exceed the percentage of new funds received by the District, as stated in subsection e. In the event that the percentage amount needed to adjust to the average exceeds the amount received in new funds, as stated in subsection e, then the amount of the adjustment shall be the lesser percentage of the two.

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

$$\text{Daily rate} = \frac{\text{Contract Salary}}{210 \text{ days}}$$

- 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 (5%) percent additional stipend to counselors over and above their regular salary placement on the salary schedule.
- 13.6 Instructional/Dept Chair/Coordinators shall receive the following compensation and assigned teaching or service load reduction to perform coordination functions (see Appendix "E 1" for descriptions).
- 13.6.1 Dept. Chair I - responsible for twenty-five (25) hours per week to perform coordination functions. Compensation will equal the hourly rate at Column IV and Step 13 on the certificated salary schedule plus four percent (4%) for five (5) hours per week per the academic annual calendar (175 to 177 days). The assigned time reduction on the teaching load shall equal fifty (50%) percent.
 - 13.6.2 Dept. Chair II - responsible for fifteen (15) hours per week to perform coordination functions. Compensation will equal the hourly rate at Column IV and Step 13 on the certificated salary schedule plus four percent (4%) for five (5) hours per week per the academic annual calendar (175 to 177 days). The assigned time reduction on the teaching load shall equal twenty-five (25%) percent.

- 13.6.3 Dept. Chair III or Coordinator I - responsible for twelve (12) hours per week to perform coordination functions. Compensation will equal the hourly rate at Column IV and Step 13 on the certificated salary schedule plus four percent (4%) for two (2) hours per week per the academic annual calendar (175 to 177 days). The assigned time reduction on the teaching load shall equal twenty-five (25%) percent.
- 13.6.4 Coordinator II - responsible for four (4) hours per week to perform coordination functions. Compensation will be ten percent (10%) reduction on the teaching load or a sum of \$600 ^{7,100} per semester.
- 13.7 Coordinator of Counseling Services - The assigned time reduction to perform coordinator duties shall equal twenty-five percent (25%) of the counseling load. Compensation will be five percent (5%) of contractual salary.
- 13.8 Re-entry/Gender Equity Coordinator - 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 (2½%) of contractual salary (See Appendix "E" 3 for duty responsibilities).
- 13.9 Assessment Coordinator/Career Counselor, Coordinator of Job Placement and Work Experience, Student Activity Coordinator and GAIN Assessment Coordinator/Counselor - Compensation will be five percent (5%) of contractual salary.
- 13.10 College Nurse/Health Services Coordinator - Compensation will be five percent (5%) of contractual salary.
- 13.11 Learning Resource Center Coordinator - Compensation will be five percent (5%) of contractual salary.
- 13.12 Coordinator of Activities/Orientation - compensation will be five percent (5%) of contractual salary.
- 13.13 Counselors - Compensation will be five percent (5%) of contractual salary.
- 13.14 Non-classroom unit members on 199 day (eleven month) contracts will be compensated at 11/10ths of the certificated salary schedule.
- 13.15 Non-classroom Unit members on 221 day (twelve month) contracts will be compensated at 12/10ths of the certificated salary schedule.

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 this Agreement.
- 15.2 During the term of this Agreement, Board and Association expressly waive and relinquish the right to bargain collectively on any matter:
 - 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 XIX

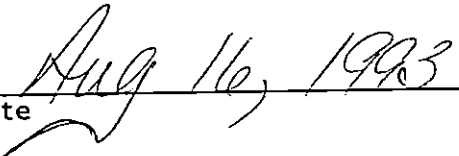
DURATION AND REOPENERS

19.1 Duration - This Agreement shall be effective as of July 1, 1992, and shall continue in full force and effect until June 30, 1993.


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.


Butte College Education Association
President


Butte Community College District,
Board of Trustees, President


Date

March 16, 1993
Date


Butte Community College District,
Board of Trustees, Clerk

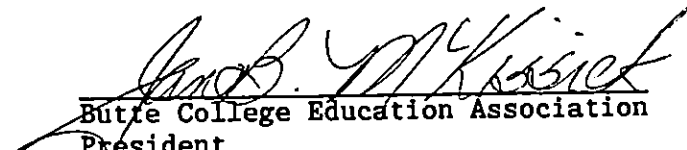
March 16, 1993
Date


ARTICLE XIX

DURATION AND REOPENERS

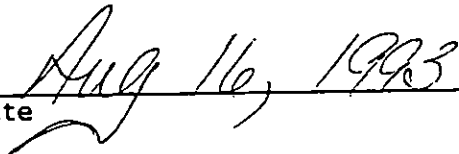
19.1 Duration - This Agreement shall be effective as of July 1, 1992, and shall continue in full force and effect until June 30, 1993.

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.


Butte College Education Association
President

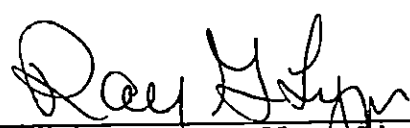

Butte Community College District,
Board of Trustees, President

Date


Aug 16, 1993

Date

March 16, 1993


Butte Community College District,
Board of Trustees, Clerk

Date

March 16, 1993

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.

State of California
PUBLIC EMPLOYMENT RELATIONS BOARD

Appendix A 1

In the Matter of:

BUTTE COMMUNITY COLLEGE DISTRICT

Employer,

and

BUTTE COLLEGE EDUCATION ASSOCIATION,
CTA/NEA

Employee Organization,

and

BUTTE COLLEGE INDEPENDENT FACULTY
ASSOCIATION

Employee Organization.

Type of Election

(Check One)

☒ Consent Agreement

☐ Board Direction

Docket No. S-R-627

CERTIFICATION OF REPRESENTATIVE

An election having been conducted in the above matter under the supervision of the Regional Director of the Public Employment Relations Board in accordance with the Rules and Regulations of the Board; and no objections having been filed to the Tally of Ballots furnished to the parties, or to the conduct of the election, within the time provided therefor;

Pursuant to authority vested in the undersigned by the Public Employment Relations Board, IT IS HEREBY CERTIFIED that a majority of the valid ballots have been cast for

BUTTE COLLEGE EDUCATION ASSOCIATION, CTA/NEA

and that, pursuant to the Public Employment Relations Act, described employee organization is the exclusive representative of all the employees in the unit set forth below.

Shall Include: All permanent full-time certificated contract employees and all probationary full-time certificated contract employees assigned to the instructor salary schedule.

Shall Exclude: All other certificated District employees.

Signed at Sacramento, California

On the 27th day of February 1978

On behalf of
PUBLIC EMPLOYMENT RELATIONS BOARD

William E. Gibson
Regional Director

PUBLIC EMPLOYMENT RELATIONS BOARD

Appendix "A" 2



BUTTE COMMUNITY COLLEGE DISTRICT)

Employer,)

and)

BUTTE COLLEGE EDUCATION)
ASSOCIATION/CTA/NEA)

Exclusive Representative)

Case Numbers: S-R-627; S-UM-133

Date Exclusive Representation Obtained:

Voluntary Recognition: _____

PERB Certification: June 21, 1979

____ Consent Election

X Directed Election

CERTIFICATION

MODIFICATION OF UNIT: CERTIFICATED

Pursuant to authority vested in the undersigned by the Public Employment Relations Board, the following modification of the above-referenced unit is approved.

Add full-time certificated Special Education Teachers to the established certificated unit.

This unit modification certification shall not be considered to be a new certification for the purpose of computing time limits pursuant to PERB Regulation 32754.

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.

Signed at Sacramento, California

On the 7th day of August, 1981

On behalf of
PUBLIC EMPLOYMENT RELATIONS BOARD

Regional Director

PERB-150 (11/80) nv

STATE OF CALIFORNIA

PUBLIC EMPLOYMENT RELATIONS BOARD

APR 6 1983

OFFICE OF THE
ATTENDANT/PRESIDENT

Butte Community College District,

Employer,

and

Butte College Education Association/
CTA/NEA,

and

Butte Faculty Alliance,

Employee Organizations.

Type of Election

☐

Consent Agreement

☐

Board Directed

☒

RD Directed

Case Number: S-R-627;
S-D-54CERTIFICATION OF REPRESENTATIVE

An election having been conducted in the above matter under the supervision of the Regional Director of the Public Employment Relations Board in accordance with the Rules and Regulations of the Board; therefore

Pursuant to the authority vested in the undersigned by the Public Employment Relations Board, IT IS HEREBY CERTIFIED as of March 25, 1983 that a majority of the valid ballots has been cast for

Butte College Education Association/CTA/NEA

and that, pursuant to the Higher Education Employer-Employee Relations Act, described employee organization is the exclusive representative of all the employees in the unit set forth below:

Shall INCLUDE: Full-time instructors in the Butte Community College District and all probationary full-time certificated contract employees assigned to the instructor salary schedule.

Shall EXCLUDE: All other certificated district employees; also all management, supervisory and confidential employees.

Signed at Sacramento, California

On the 5th day of April, 1983.

On behalf of

PUBLIC EMPLOYMENT RELATIONS BOARD

Karen E. Caraway
Regional Director

ls

APPENDIX "B"
BUTTE COMMUNITY COLLEGE DISTRICT
OROVILLE, CALIFORNIA

ACADEMIC SALARY SCHEDULE
1990-91
(Effective July 1, 1990 - 7.00%)

	I	II	III	IV
STEP 1	26,619	28,994	31,372	33,748
2	28,043	30,422	32,796	35,175
3	29,470	31,847	34,225	36,600
4	30,895	33,273	35,649	38,025
5	32,323	34,697	37,076	39,453
6	33,747	36,121	38,500	40,877
7	35,171	37,549	39,924	42,300
8	36,598	38,975	41,350	43,729
9	38,022	40,399	42,778	45,155
10	39,452	41,826	44,203	46,581
11	-	43,252	45,630	48,060
12	-	-	-	49,432
13	-	-	-	50,858
16	40,452	44,252	46,630	51,858
20	41,452	45,252	47,630	52,858
24	42,452	46,252	48,630	53,858

- o 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 and related instructional support services that may allow them a maximum of five (5) steps on the salary schedule, therefore placing them on Step 6. However, the Administration has the right to place above the sixth (6th) step when deemed necessary for the purpose of hiring qualified applicants. Vocational instructors only shall receive one year step credit 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. Vocational instructors only may use a combination of full-time teaching and related work experience for initial placement but the maximum initial salary placement shall be Step 6. A vocational instructor shall be an instructor initially employed to: (1) instruct in a vocational program that is on the approved Butte College state plan for vocational education, and (2) at least 50 percent of the annual class contact hours are assigned in an approved vocational program(s).

Doctorate stipend shall be the appropriate step of Class IV + 6.6% of the base of the salary schedule (Column I, Step 1) equaling (\$1,757). 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

Six units** are required between all longevity steps except for the following employees:

- a. All employees on Step 16 or above, effective July 1, 1985, will be placed on Step 16 with no unit requirement.
- b. All employees on Step 15, effective July 1, 1985, would be required to complete 3 units to advance to Step 16 on July 1, 1986.
- c. All employees on Step 16 and above, effective July 1, 1985, would be required to complete no more than 3 units in any one year to qualify for placement on the next step, except those employees who need 2 years or more to reach the next step, would be required to complete 6 units.

**Units:

1. Only units completed after July 1, 1985 may be counted for longevity purposes.
2. Units taken must be job-related and have prior approval of the appropriate Vice President.
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 appropriate Vice President. The appropriate Vice President will convert these experiences to a unit value.

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.

CLASS I (UNIT EQUIVALENT - 136)

A valid California Teaching Credential appropriate for the community college

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. I.E.. Degree + 4 years related work experience + 28 semester units to
A.A. Degree + 5 years related work experience + 16 semester units.

CLASS II (UNIT EQUIVALENT - 160)

A valid California Teaching Credential appropriate for the community college

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.

CLASS III (UNIT EQUIVALENT - 184)

A valid California Teaching Credential appropriate for the community college

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.

CLASS IV (UNIT EQUIVALENT - 208)

A valid California Teaching Credential appropriate for the community college

A. 1. M.A. Degree + 48 semester units.

2. B.A. Degree + 84 semester units, including M.A. Degree.

- B. 1. 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 Vice President for Instruction, the Instructional Dean and the instructor involved.

BUTTE COMMUNITY COLLEGE DISTRICT
 OROVILLE, CALIFORNIA

CERTIFICATED - COLUMN MOVEMENT

NAME _____ DATE _____

APPROVAL IS REQUESTED FOR THE FOLLOWING COURSE(S) OR SPECIAL PROJECT:

<u>Dept/Course No.</u>	<u>Course Title</u>	<u>Enrollment Period</u>	<u>Units</u>
_____	_____	_____	_____ Sem/Qtr
_____	_____	_____	_____ Sem/Qtr
_____	_____	_____	_____ Sem/Qtr

Anticipated Benefits:

Unit Value Designated by Vice President _____

REQUEST

Approved Denied

_____ _____ Signature of Appropriate Vice President Date

COMPLETION (Verified and Approved for Column Movement)

Approved Units

_____ _____ Signature of Appropriate Vice President Date

*Copy to be given to employee

FORM PO 81:1

REVISED: 7/14/87

REPLACES: Professional Growth/Course Attendance Form

BUTTE COMMUNITY COLLEGE DISTRICT
OROVILLE, CALIFORNIA

CERTIFICATED - LONGEVITY

NAME _____ DATE _____

APPROVAL IS REQUESTED FOR THE FOLLOWING COURSE(S) OR SPECIAL PROJECT:

<u>Dept/Course No.</u>	<u>Course Title</u>	<u>Enrollment Period</u>	<u>Units</u>
_____	_____	_____	_____ Sem/Qtr
_____	_____	_____	_____ Sem/Qtr
_____	_____	_____	_____ Sem/Qtr

Description of Proposed Project in Lieu of Units

Unit Value Designated by Vice President _____

REQUEST

Approved Denied

_____ _____ Signature of Appropriate Vice President Date

COMPLETION (Verified and Approved for Longevity Step)

Approved Units

_____ _____ Signature of Appropriate Vice President Date

*Copy to be given to employee

FORM PO 81:1a

REVISED: 7/14/87

REPLACES: Professional Growth/Course Attendance Form

APPENDIX "D"
ADDITIONAL DUTIES
COMPENSATION SCHEDULE

Additional Duty Assignment

<u>Coach</u>	<u>Stipend</u>
Men's Head Football	\$ 6,684
Men's Assistant Football	5,667
Men's Head Basketball	6,684
Men's Assistant Basketball	3,947
Men's Baseball	4,965
Men's Assistant Baseball	3,947
Track	4,965
Track Assistant	3,947
Wrestling	4,965
Tennis	4,965
Women's Basketball	4,965
Women's Softball	4,965
Golf	3,947
Volleyball	3,947
Cross Country	3,947
Athletic Trainer	5,667

Other Assignments

Pep Team	2,863
Drama	1,526
Band	1,526
Choral	1,526
Journalism	1,017
Forensics	1,017
Club Advisor	509

**NOTE: TO BE ADJUSTED CONCURRENTLY WITH (AND BY THE SAME PERCENTAGE AS)
FULL-TIME ACADEMIC INCREASES.**

APPENDIX "E 1"

INSTRUCTIONAL DEPARTMENT CHAIRS/COORDINATORS' DUTY RESPONSIBILITIES

Unit members who serve as Instructional Department Chairs or Coordinators shall be responsible for the following:

1. Assisting in scheduling classes to achieve District goals and to follow collective bargaining stipulations.
2. Assisting in preparing budgets and managing them so that District allocations are followed.
3. Assisting the appropriate administrator in supervising and evaluating part-time certificated and assigned classified staff.
4. Assisting in maintaining adequate records and supervising maintenance of facilities, equipment and supplies.
5. Assisting in screening and interviewing certificated and classified personnel.
6. Assisting in reviewing book orders, purchase orders, travel requests, invoices, and requisitions for appropriateness.
7. Assisting in developing goals, objectives and policies, and in reviewing goals, objectives and policies.
8. Assisting in grant and proposal writing for projects within the area.
9. Assisting in recommending student workers as requested and assist in supervising and evaluating them.
10. Representing the Instructional Dean or appropriate administrator as requested at meetings.
11. Assisting in preparing reports and working with advisory committees.
12. Assisting in completing additional duties for the maintenance of programs as designated by the Instructional Dean or appropriate administrator.
13. Assisting in preparing and revising course outlines, new course proposals and curricular programs.

Instructional Department Chairs/Coordinators shall report to the appropriate Instructional Dean or administrator.

APPENDIX "E 2"

COORDINATOR OF COUNSELING SERVICES DUTY RESPONSIBILITIES

The Coordinator of Counseling will report to the Assistant Dean of Counseling and EOPS. The assigned time reduction to perform Coordinator duties shall equal ten (10) hours per week of direct student contact time. Compensation will be the sum of \$1,000.00 per semester. The Coordinator of Counseling Services will be responsible for the following:

1. Assisting the Assistant Dean of Counseling and Advising and the Dean of Student Services 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 Assistant Dean of Counseling and EOPS.

APPENDIX "E 3"

RE-ENTRY/GENDER EQUITY COORDINATOR DUTY RESPONSIBILITIES

The Coordinator shall report to the Assistant Superintendent/Vice President, Student Personnel Services or designee.

The Coordinator shall be responsible for the following:

1. Assisting in preparing and managing budgets, programs, and classes for the Re-Entry/Gender Equity programs. The Re-entry program includes but is not limited to responsibility for services to Displaced Homemakers, Single Parents, Support Services to Women, and Students in Non-Traditional Careers.
2. Maintaining records and preparing reports for the Re-entry/Gender Equity program.
3. Responsible for all activities (1-13) under Appendix E, Instructional Department Chairs/Coordinators' Duty Responsibilities.
4. Includes counseling responsibilities as in Sections 7.6.1 through 7.6.10.
5. Includes the responsibilities of the Title IX Officer in compliance with Title IX of the Education Amendment of 1972.
6. Serving on various college and community committees coordinating services and programs for the Re-entry/Gender Equity programs.
7. Assisting in other areas as assigned by the Assistant Superintendent/Vice President, Student Personnel Services.

BUTTE COMMUNITY EDUCATION ASSOCIATION
BUTTE COMMUNITY COLLEGE DISTRICT

Appendix "F"

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 Discussion-- Immediate Supervisor/ Designate	Date of Oral Response from Supervisor
Signature/Date of BCEA Grievance Chairperson/ Designate	Specific Contract Articles and Sections Alleged to Have Been Violated:	

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

Appendix F - continued

<p>Level III - Next Higher Designated Supervisor, Manager or Designee Above Level II - Response to Alleged Grievance</p>	<p>Date of Receipt:</p> <p>Date of Response:</p> <hr/> <p>Grievance Resolved:</p> <p>Grievance Denied:</p>
<p>Level IV - Advisory Third Party Intervention Recommended Decision:</p>	<p>Date of Receipt:</p> <p>Date of Receipt of Advisory Decision:</p> <p>Appealed to Board: Yes No</p> <p>Date:</p> <p>Appealed by: District Association</p>
<p>Level V - Appeal to Board of Trustees</p> <p>Decision of Board: _____ Date: _____</p>	

NOTE: Attach all responses to this form at all levels. Consult Article 10 - Grievance Procedure for time limits at each level.

Copies of each response to be distributed to: Grievant, BCEA Grievance Chairperson, and District grievance file in the Personnel Office.

Butte Community College District
1992-93 Flexible Calendar Activities Agreement for Certificated Staff

Instructor Name (Please type or print) _____

Department _____

Area _____

Campus Mail _____

Please Read!

For The Workshop Sections: Indicate those workshops that you plan to attend with an 'A'; if you are a presenter/speaker, use an 'S'. **Attendees (A)** receive 1 hour of flex credit per hour of time and **Speakers (S)** receive 2 hours of flex credit per hour of time. Add up your hours for each section. The "required" activities have been marked for you, and you can use these as an example. All other activities are optional.

When you have completed an activity: Repeat the procedure in the *Completed Hours* column. Note that you can indicate changes in your contract by simply marking the activities you have actually completed. Blanks have been included to ease addition of workshops that may be developed over the course of the next year. We hope this simplifies the contract modification procedure for you.

Required Flex Activities Fall Semester						Required Flex Activities Spring Semester					
Flex #	A, Planned S Hours	Completed Hours	Flex #	A, Planned S Hours	Completed Hours	Flex #	A, Planned S Hours	Completed Hours	Flex #	A, Planned S Hours	Completed Hours
10	A (2) 2		12	A (3) 3		20	A (2) 2		22	A (3) 3	

For this section:

Hours Planned:

10

Hours Completed:

Department Flex Activities Fall Semester						Department Flex Activities Spring Semester					
Flex #	A, Planned S Hours	Completed Hours	Flex #	A, Planned S Hours	Completed Hours	Flex #	A, Planned S Hours	Completed Hours	Flex #	A, Planned S Hours	Completed Hours
30	(3)		44	(2)		35	(3)		54	(2)	
41	(2)		49	(2)		51	(2)		59	(2)	
42	(2)		60	(3)		52	(2)				
43	(2)					53	(2)				

For this section:

Hours Planned:

Hours Completed:

Professional Growth Flex Activities Fall Semester						Professional Growth Flex Activities Spring Semester					
Flex #	Planned Hours	Completed Hours	Flex #	Planned Hours	Completed Hours	Flex #	Planned Hours	Completed Hours	Flex #	Planned Hours	Completed Hours
100	(3)		101	(24)		150	(3)		151	(24)	
131	(8)		201	(4)		181	(8)		251	(4)	
202	(4)		210	(4)		252	(4)		260	(4)	
211	(16)		220	(11)		261	(16)		275	(6)	
230	(3)		235	(3)		276	(2)		277	(4)	
236	(3)		240	(6)		278	(8)		280	(3)	
						285	(3)		286	(3)	
						290	(6)				

For this section:

Hours Planned:

Hours Completed:

Short-Term Workshops Fall Semester						Short-Term Workshops Spring Semester					
Flex #	Planned Hours	Completed Hours	Flex #	Planned Hours	Completed Hours	Flex #	Planned Hours	Completed Hours	Flex #	Planned Hours	Completed Hours
302	(2)		303	(2)		351	(2)		352	(2)	
304	(2)		331	(2)		353	(2)		354	(2)	
340	(1)		341	(1)		390	(1)		391	(1)	
342	(1)		345	(2)		392	(1)		395	(2)	
410	(4)		411	(4)		461	(5)		470	(1)	
412	(2)		413	(2)		481	(2.5)		483	(2)	
414	(6)		420	(1)		491	(2)		492	(2)	
431	(2.5)		432	(2)		493	(2)		494	(2)	
433	(2)		440	(3)							
441	(2)		442	(2)							
443	(2)										

For this section:

Hours Planned:

Hours Completed:

(There's more on the other side...)

Other Short-Term Workshops Fall Semester						Other Short-Term Workshops Spring Semester					
Flex #	Planned Hours	Completed Hours	Flex #	Planned Hours	Completed Hours	Flex #	Planned Hours	Completed Hours	Flex #	Planned Hours	Completed Hours
500	(2)		501	(3)		550	(2)		551	(3)	
511	(1)					561	(1)				

For this section:

Hours Planned: _____

Hours Completed: _____

INDIVIDUAL PROJECTS, COURSES, WORKSHOPS AND CONFERENCES

(Changes/modifications must be pre-approved by your Dean)

Date _____ Title _____ Hours _____

Total Project Hours Planned: _____

Total Project Hours Completed: _____

Please attach a separate sheet listing the **description** and **expected outcomes** for each individual project listed in this section.

Total Flex Hours Required By Contract: 66 Total Flex Hours Planned: _____ Total Flex Hours Completed: _____

I certify that I will complete the above plan within the timeline specified and that all changes will be submitted as an addendum to this agreement (except changes in workshop attendance, which will be noted under the Completed Hours section in the workshop section).

Faculty Signature _____

Date _____

Area Dean's Signature _____

Date _____

Coordinator Consultation _____

Date _____

Vice President—Instruction _____

Date _____

TO BE COMPLETED AFTER YOUR FLEX OBLIGATION HAS BEEN MET

ACHIEVEMENTS / ACCOMPLISHMENTS FOR ANY INDIVIDUAL PROJECTS COMPLETED DURING FLEX HOURS:

WHAT IMPACT DO YOU FEEL THE TOTAL FLEX EXPERIENCE HAS HAD ON YOU, YOUR STUDENTS AND/OR THE INSTITUTION?

I CERTIFY THAT I HAVE COMPLETED THE APPROVED PLAN WITH AN HOURLY COMMITMENT EQUAL TO OR GREATER THAN THE PLANNED HOURS SPECIFIED.

Faculty Signature _____

Date _____

Area Dean's Signature _____

Date _____

5/6/92

APPENDIX "H"

(PRE-EVALUATION)
SELF-EVALUATION

Instructor's Name

Date

(Please respond to statement below with activities of the past two years.)

List highlights of your accomplishments relating to your program.

List campus committees or activities you participated in that reflect your involvement in academic affairs.

List your participation in state-wide academic/professional activities.

List your efforts that reflect professional growth in your discipline.

List what you have done to update your curriculum content.

List your current memberships in professional organizations.

OTHER COMMENTS:

This form () MAY, () MAY NOT be appended to the administrative evaluations form and included in the personnel file.

BUTTE COLLEGE
ADMINISTRATIVE EVALUATION OF INSTRUCTOR PERFORMANCE

INSTRUCTOR _____ DATE _____

Instructional Program or Discipline: _____

Evaluating Administrator(s) or Designee(s) _____

Rating Scale:

- N/A DOES NOT APPLY to this employee at this time, and/or there has been insufficient opportunity to observe and/or reasonably assess performance in this area.
- (1) Doing MUCH LESS and/or quality is MUCH LESS THAN EXPECTED (quality/quantity).
- (2) Doing LESS and/or quality is LESS THAN EXPECTED (quality/quantity).
- (3) Doing WHAT IS EXPECTED in this position (quality/quantity).
- (4) Doing MORE and/or BETTER THAN IS EXPECTED (quality/quantity).
- (5) Doing 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.

I. TEACHING AND INSTRUCTION

	RATING
A. 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 content of the course.	_____
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.	_____

ADMINISTRATIVE EVALUATION OF INSTRUCTOR PERFORMANCE

RATING

11. Grades and returns student assignments and tests in a reasonable period of time.
12. Makes effective use of teaching aids and materials.
13. Overall effectiveness as a teacher.

B. Preparation of up-to-date instructional methods and materials.

1. Prepares complete course syllabi.
2. Continually revises and updates course content, 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 appointment or at other reasonable times.

II. PROFESSIONAL GROWTH AND CURRENCY

- A. Demonstrates a pattern of academic/professional and/or technical updating or currency. (see attached Self-Evaluation)

III. AREA AND DEPARTMENTAL RESPONSIBILITIES

- A. Is knowledgeable about and abides by College, Area and Departmental policies, procedures and timelines/targets.
- B. Orders instructional materials, equipment and textbooks, etc., in a timely fashion.
- C. Assists in scheduling and staffing functions.
- D. Works cooperatively with and assists other staff members (especially new instructors).
- E. Provides information for the development of departmental budgets and monitors expenditures.
- F. Exercises good judgment in the management and use of facilities, equipment and supplies.
- G. Regularly attends assigned meetings.
- H. Initiates and/or participates in overall Department-wide program development, maintenance, evaluation, revision, up-dating and/or expansion of programs.

ADMINISTRATIVE EVALUATION OF INSTRUCTOR PERFORMANCE

- I. Contributes to a sense of Area and Departmental teamwork. RATI

- J. Does his/her fair share of Area and Departmental duties and responsibilities. _____

IV. COLLEGE WIDE SERVICE

- A. Demonstrates a pattern of service on College committees, projects and/or student organizations. _____
- B. Participates in faculty/college governance. (See attached Self-Evaluation). _____

V. COMMUNITY SERVICE (OPTIONAL)

(See attached Self-Evaluation)

VI. RECOMMENDATIONS

Check one of the choices below. Choice 3 cannot be checked unless choice 2 was checked in the last evaluation.

1. () Recommended for continued employment.
2. () Continued employment is questionable and is contingent upon correction of noted inadequacies. (See Instructor Improvement Plan).
3. () Not recommended for continued employment because of a failure to correct noted inadequacies. (See previous Instructor Improvement Plan(s) and Result(s).)

VII. COMMENTS OR NARRATIVE BY EVALUATOR

(Attach additional sheets if needed)

ADMINISTRATIVE EVALUATION OF INSTRUCTOR PERFORMANCE

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 Administrative Evaluation of Instructor Performance. It does not necessarily denote reciprocal agreement with all factors of the evaluation.

BUTTE COLLEGE
ADMINISTRATIVE EVALUATION OF NON-INSTRUCTOR PERFORMANCE

NAME OF EMPLOYEE _____ DATE _____
 Position _____
 Evaluating administrator(s) or designee(s) _____

General Instructions:

The rating of non-instructional faculty should be based on the job description and the following two criteria:

- Compare individual with others doing work of the same general assignment.
- Compare individual with all other comparable employees the evaluator has ever known.

The evaluator shall explain any rating of 1 or 2 under the comments section.

I. GENERAL PERFORMANCE

	RATING
A. Work Attitude.	_____
1. Evidences very little interest toward work.	
2. Frequently appears indifferent toward work.	
3. Shows normal, average interest in work.	
4. Shows considerable interest in work.	
5. Exceptionally enthusiastic about work.	
N/A Does not apply.	
B. Competency.	_____
1. Very little knowledge of assignment.	
2. Insufficient knowledge of some phases of work.	
3. Average knowledge of most phases of work.	
4. Superior knowledge of most phases of work.	
5. Has exceptional knowledge of all phases of work.	
N/A Does not apply.	
C. Initiative.	_____
1. Very little self-reliance or initiative.	
2. Insufficient initiative for more than routine accomplishment.	
3. Possesses sufficient initiative for average accomplishment.	
4. Resourceful: alert to opportunities for improvement of work.	
5. Seeks or sets additional tasks; highly self-reliant.	
N/A Does not apply.	
D. Attitude toward students.	_____
1. Inclined to be quarrelsome, touchy, or upsets student morale.	
2. Sometimes has difficulty working with students.	
3. About average in tactfulness and cooperation.	
4. Consistently congenial and cooperative.	
5. An exceptionally strong force for student morale.	
N/A Does not apply.	

ADMINISTRATIVE EVALUATION OF NON-INSTRUCTOR PERFORMANCE

RATING

E. Attitude toward staff.

1. Inclined to be quarrelsome, touchy, or uncooperative; upsets morale.
 2. Sometimes difficult to work with.
 3. About average in tactfulness and cooperation.
 4. Consistently congenial and cooperative.
 5. An exceptionally strong force for public and staff morale.
- N/A Does not apply.

F. College-wide service.

1. Evidences very little involvement in college program.
 2. Sometimes involved with college program.
 3. Average involvement with college program.
 4. Consistently part of total college program.
 5. Active leader in total college program.
- N/A Does not apply.

G. Professional growth.

1. Evidences very little interest in professional involvement.
 2. Frequently appears indifferent toward professional involvement.
 3. Shows normal, average interest toward professional involvement.
 4. Shows considerable interest in professional involvement.
 5. Shows leadership in professional involvement.
- N/A Does not apply.

H. Community relations. (optional)

1. Evidences very little involvement in the community.
 2. Frequently appears indifferent toward community involvement.
 3. Shows normal, average interest in community involvement.
 4. Shows considerable interest in community involvement.
 5. Demonstrates leadership in community involvement.
- N/A Does not apply.

II. RECOMMENDATIONS

Check one of the choices below. Choice 3 cannot be checked unless choice 2 was checked in the last evaluation.

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).)

ADMINISTRATIVE EVALUATION OF NON-INSTRUCTOR PERFORMANCE
Page 3

III. COMMENTS OR NARRATIVE BY EVALUATOR

(Attach additional sheets if needed.)

IV. COMMENTS BY FACULTY MEMBER

(Attach additional sheets if needed.)

Date: _____ *Signature of Faculty Member _____

Date: _____ *Signature of Administrator _____

* This signature indicates that the faculty member and evaluator, together, discussed this Administrative Evaluation of Non-Instructor Performance. 1
does not necessarily denote reciprocal agreement with all factors of the evaluation.

FACULTY MEMBER IMPROVEMENT PLAN

Faculty Member: _____ Date Originated: _____

Administrator _____

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 dismissal action.)

15. OVERALL, I RATE THIS INSTRUCTOR AS:

☐A)Excellent ☐B)Good ☐C)Acceptable ☐D)Marginal ☐Unsatisfactory
Explain:

OVERALL COMMENTS

WE ARE INTERESTED IN ANYTHING YOU WOULD LIKE TO TELL US ABOUT BUTTE COLLEGE. This is an open-ended question. Therefore, feel free to write about anything you think we should consider or know about relative not only to this course, or this instructor, but to Butte College in general. These comments will be passed on to appropriate personnel.

BUTTE COLLEGE
INSTRUCTOR/COURSE EVALUATION

Instructor_____

Term_____Course Master Number_____Time/Day(s)_____

Note: INSTRUCTORS ARE particularly INTERESTED IN any COMMENTS you would care to provide. Please write comments. Comments provide insight into the reasons for your evaluations.

1. Rate the COURSE SYLLABUS/OUTLINE in terms of its general assistance to you as a student. (Clear course goals, student expectations and performance standards, class procedures and methods, etc.):

☐A)Excellent ☐B)Good ☐C)Acceptable ☐D)Marginal ☐E)Unsatisfactory
Explain:

2. To what degree DID the TESTS and ASSIGNMENTS COVER THE MORE IMPORTANT CONCEPTS, information, or skills related to the subject of this course?

☐A)Excellent ☐B)Good ☐C)Acceptable ☐D)Marginal ☐E)Unsatisfactory
Comments:

3. The NUMBER of student quizzes/examinations/ASSIGNMENTS USED TO DETERMINE the FINAL GRADE was...(Explain):

☐A)Perfect ☐B)Good ☐C)Acceptable ☐D)Inadequate ☐E)Unsatisfactory
Comments:

4. How would you RATE the quality and value of the TEXT BOOKS, manuals, student workbooks, tools, and TEACHING MATERIALS etc., required for this course?

☐A)Excellent ☐B)Good ☐C)Acceptable ☐D)Marginal ☐E)Unsatisfactory
Explain:

5. The AMOUNT of WORK REQUIRED for this course seems:

☐A)Just Right ☐B)Little Heavy ☐C)Little Light ☐Too Heavy ☐Too Light

Explain:

6. Considering the body of material or skills you should have learned by this point in the class, HOW MUCH DO YOU FEEL YOU HAVE LEARNED?

☐A)All of importance ☐B)Most of Importance ☐C)Some ☐D)Little ☐E)None

Explain:

7. In your opinion does the INFORMATION and/or skills covered in this course seem to be SIGNIFICANT? Why?:

☐A)Critical ☐B)Important ☐C)Nice to know ☐D)Not very important

☐E)Irrelevant

Explain:

8. If the opportunity were provided, WOULD YOU be inclined to TAKE ANOTHER COURSE IN THIS SUBJECT? Why?:

☐A)Absolutely ☐B)Probably ☐C)Maybe ☐Probably Not ☐Definitely Not

Explain:

9. If the opportunity were provided, WOULD YOU be inclined to TAKE ANOTHER COURSE FROM THIS INSTRUCTOR? Why?:

☐A)Absolutely ☐B)Probably ☐C)Maybe ☐Probably Not ☐Definitely Not

Explain:

10. How would you rate the ability of the instructor to GRADE and RETURN student ASSIGNMENTS and TESTS in a reasonable period of time?

☐A)Excellent ☐B)Good ☐C)Acceptable ☐D)Marginal ☐E)Unsatisfactory

Comments:

11. To what degree were the STANDARDS FOR STUDENT EVALUATION AND GRADING CLEAR, FAIR AND FOLLOWED by the instructor?

☐A)Excellent ☐B)Good ☐C)Acceptable ☐D)Marginal ☐E)Unsatisfactory

Comments:

12. How would you rate the instructor's ability to ORGANIZE and DELIVER the body material?

☐A)Excellent ☐B)Good ☐C)Acceptable ☐D)Marginal ☐Unsatisfactory

Explain:

13. How would you rate the instructor's COURTESY, PROFESSIONALISM, APPROACHABILITY and RAPPORT in dealing with students?

☐A)Excellent ☐B)Good ☐C)Acceptable ☐D)Marginal ☐E)Unsatisfactory

Explain:

14. Rate the instructor's ENTHUSIASM and ABILITY TO MOTIVATE you to learn the material:

☐A)Excellent ☐B)Good ☐C)Acceptable ☐D)Marginal ☐E)Unsatisfactory

Explain:

EVALUATION TIME LINE

*Approximate Dates

REVIEW ARTICLE VI	SELF EVALUATIONS	TWO WEEKS PRIOR NOTICE FOR STUDENT EVALUATION	PRE-CONFERENCE OBSERVATION
August	August		Mid-October
TWO WEEKS PRIOR NOTICE FOR CLASSROOM OBSERVATION	+ DATA COLLECTION	POST OBSERVATION AND IMPROVEMENT PLAN (IF NECESSARY)	
End of March		End of April	
FINAL WRITTEN EVALUATION AND INSTRUCTOR RESPONSE		POST WRITTEN EVALUATION CONFERENCE	
End of April		May	
EVALUATION INCLUSION IN PERSONNEL FILE		EVALUATION COPY TO INSTRUCTOR	
End of May		End of May	

*Evaluation Time Line (Approximate Dates) to be pilot tested