Agreement between

The Butte-Glenn Community College District

and

The Butte College Education Association

July 1, 2021 - June 30, 2024

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ARTICLE I

AGREEMENT AND RECOGNITION

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

ARTICLE II

NON-DISCRIMINATION

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

ARTICLE III

ASSOCIATION RIGHTS

- 3.1 <u>Public Information</u> The Association shall be provided with materials and data that are available to the public. When materials are requested that are not readily available in the form requested, the Association shall pay for all staff time and supplies necessary to produce the materials, providing such materials can be produced subject to the time limitations of staff and work priorities.
- 3.2 <u>Board Policies/Administrative Procedures</u> The District shall provide the Association with one (1) book of Board Policies and one (1) book of Administrative Procedures. During the term of this Agreement, the District shall provide copies to the Association of any changes, additions, alterations, or deletions to each document.
- 3.3 <u>Board Minutes</u> The District shall furnish the Association with one (1) copy of all official Board minutes and one (1) copy of each Board agenda packet, excluding all confidential information or materials as defined by applicable law.
- 3.4 Requests for District Information Per the provisions of Assembly Bill (AB) 119 (2017), sections 3555-3559 of the Government Code (GC), and the Public Records Act GC Section 6254.3 absent a waiver by BCEA, the District will:
 - a. provide BCEA 10 days' notice of every orientation session absent an urgent critical unforeseen need,
 - b. provide BCEA with access to new hires during any orientation session,
 - c. provide BCEA with contact information on new hires within 30 days of hire or the first pay period of the month after the employee is hired, whichever is later, and
 - d. also provide BCEA with a list of all employees' names and contact information contained in 3.4.2.d every 120 days.
 - 3.4.1 District Notice to BCEA of New Hires. The District shall provide BCEA notice of any newly hired employee (full name, date of hire, and classification), within ten (10) days of date of hire, via an electronic mail.
 - 3.4.2 Employee Information
 - a. "Newly hired employee" or "new hire" means any employee in the bargaining unit who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by BCEA. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the BCEA unit.
 - b. The District shall provide BCEA with contact information on the new hires. The information will be provided to BCEA electronically via a mutually agreeable secure FTP site or service within 30 days of hire or the first pay period of the month after the employee is hired, whichever is later. The required contact information is contained in section 3.4.2(d) below. This information shall be provided to BCEA regardless of whether the newly hired employee was previously employed by the District.

- c. Periodic Update of Contact Information: The District shall provide BCEA with a list of all bargaining unit members' names and contact information on the last working day of September, January, and May. The information will be provided to BCEA electronically via a mutually agreeable secure FTP site or service. The required contact information is contained in section 3.4.2(d) below.
- d. The contact information for new hires as outlined in section 3.4.2(b) and the bargaining unit member periodic update required under section 3.4.2(c) shall also include the following information on file with the District, with each field listed in its own column:

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i. First Name:
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ii. Middle initial;

iii. Last name;

iv. Suffix (e.g. Jr., III)

v. Job Title;

vi. Department;

vii. Primary worksite name;

viii. Work telephone number;

ix. Home Street address (incl. apartment #)*

x. City

xi. State

xii. ZIP Code (5 or 9 digits)

xiii. Home telephone number (10 digits);*

xiv. Personal cellular telephone number (10 digits);*

xv. Personal email address of the employee;*

xvi. Employee ID;

xvii. Hire date.

3.4.3 New Employee Orientation

- a. "New employee orientation" means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.
- b. The District shall provide BCEA mandatory access to its new employee orientations. BCEA shall receive not less than ten (10) days' notice in advance of an orientation,

^{*}Employees may opt out of disclosure of their complete home address, home telephone number, personal cellular telephone number, and personal email on file with the District by notifying District Human Resources in writing. However, the District may not encourage employees to make such requests. The employees must ask of their own accord without prompting by the District.

- except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable.
- c. The BCEA representative designated by the Chapter President will be provided the first fifteen (15) minutes to conduct the orientation with the new employee(s). This time will not be extended, including if the BCEA representative is late.
- d. The orientation session shall be held on District property or conducted remotely during the workday of the employee(s), who shall be on paid time.
- 3.5 <u>Distribution of Materials</u> The Association may distribute organizational literature on District property, provided there is no interference with District business. No one shall be allowed to distribute materials in a manner which distracts employees while performing their duties. Duly authorized communications may be placed by the Association in mailboxes of unit members. Such communications must be dated and bear the Association's identification as the distributor.
- 3.6 <u>Bulletin Board Usage</u>- Duly authorized communications may be placed by the Association on the bulletin boards of the College. Such communications must be dated and bear Association identification as the distributor.
- 3.7 <u>Equipment Usage</u> The Association shall secure prior approval from the Vice President of Administration or designee for the use of District equipment. The Association shall pay for its own supplies whenever the use of District equipment is approved. District requirements shall, at all times, have priority over that of the Association. Any materials produced shall be solely at the expense of the Association.
- 3.8 <u>Telephone Usage</u> The Association shall not cause any long distance telephone calls or any other charges to be billed to the District.
- 3.9 <u>Postage Machine</u> The Association shall not be granted the use of the District postage machine.
- 3.10 <u>Use of Facilities</u> The Association and its members shall have the right to make reasonable and lawful use of available school buildings at reasonable times for meeting purposes subject to requirements of the Civic Center Act and applicable Board policies provided that such use, when applied for, shall be granted if no conflict exists and provided that such use which necessitates custodial overtime shall be compensated by the Association at the current overtime rate of pay. The Association agrees to leave school buildings in the condition found, free of damage or loss other than damage resulting from normal wear and tear.

3.11 Employee Organization Contact Procedures

- 3.11.1 The Association shall provide the Superintendent/President the name(s) of recognized employee organizational representative(s) authorized to discuss organizational matters with District employees. Each notification shall include a statement agreeing to comply with the terms of the contract.
- 3.11.2 The Association shall notify the Superintendent/President, or designee, whenever an authorized representative shall be on campus.
- 3.11.3 The Association representatives shall have access to unit members for Association business during the unit members' non-scheduled hours of instruction or service. In no event shall an Association representative or unit member interrupt or interfere in any way with normal work.

- 3.12 <u>Organizational Security</u> 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 authorized, in writing, by the Association subject to the following conditions:
 - 3.13.1 The District agrees to deduct dues in uniform amounts from all eligible Association members with the unit recognized and enumerated in Appendix "A2" subject to the following conditions:
 - A. 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;
 - B. Association members who have voluntarily authorized dues deductions shall, from year to year, continue to have dues deducted until discontinued in writing by the Association;
 - C. Dues shall be deducted from warrants for each month of the ten (10) month fiscal year;
 - D. 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 compliance with this article.
- 3.14 <u>School Calendar</u> District agrees to negotiate on the calendar with Association in order to allow Association input prior to presentation to the Board for final decision.
- 3.15 <u>Release Time</u> A maximum of four (4) authorized unit members of the Association Bargaining Committee shall be reassigned from their regular work duties, with pay, if negotiations meetings with management are scheduled during working hours of the unit members involved.
 - 3.15.1 BCEA unit reassigned time of 1.2 FTEF will be divided among unit leaders at BCEA's discretion for the purposes of conducting union business, including negotiation meetings and grievance proceedings. BCEA will notify the respective Vice President(s) of the planned reassignments not later than June 30 for the following academic year.
- 3.16 <u>Distribution of Contract</u> After the execution of this contract, the contract, along with all side letters and memorandums of understanding, shall be posted on the District's Human Resources website. Spiral bound, three-hole punched copies (40 copies) of the contract shall be provided to the Executive Board and the BCEA negotiating team within 30 days of Board of Trustee approval, the District will provide more copies on request.
- 3.17 <u>Management Orientation</u> The District and the Association jointly shall conduct an orientation session, not to exceed two (2) hours, on this Agreement for all unit members.

ARTICLE IV

MANAGEMENT RIGHTS

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

ARTICLE V

PERSONNEL FILES

5.1 Personnel Files

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

ARTICLE VI

EVALUATION

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

6.2 <u>Guidelines (Teaching and Student Development Unit Members, Including Department Chairs and Coordinators)</u>

6.2.1 Proper evaluation requires:

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

6. <u>Regular Evaluation</u>

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

7. <u>Performance Improvement Plan</u>

Be available to the instructor for pick up from a regular classified department support employee a minimum of 2 working days prior to any meeting in which a performance improvement plan will be discussed. In the event that a

unit member does not receive the performance improvement plan at least 2 working days before any meeting in which the above will be discussed, the unit member may request that the meeting be re-scheduled one time only.

- 6.2.2 The faculty member will be given the widest possible latitude within the parameters of professional conduct so that academic freedom will be preserved.
 - A. The faculty member's performance appraisal shall NOT be predicated upon lawful, non-school related personal actions which have no impact on the unit member's job performance or effectiveness as an employee.
 - B. The faculty member shall not receive reprisals for exercising freedoms guaranteed by the Constitution of the United States.

6.3 Areas of Instructional Evaluation

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

- 3. Professional achievements.
- 4. Reading and course work taken.
- 5. Attendance at staff development functions.
- 6. Visitations to other educational institutions or appropriate businesses, agencies or organizations.
- 7. Other efforts to improve teaching and individual effectiveness.

E. Area and Department Responsibilities.

- 1. Is knowledgeable about and abides by College, Area and Departmental policies, procedures, timelines and targets.
- 2. Orders instructional materials, equipment and textbooks, etc., in a timely fashion.
- 3. Assists in scheduling and staffing functions.
- 4. Works cooperatively with and assists other staff members (especially new instructors).
- 5. Provides information for the development of departmental budgets and monitors expenditures.
- 6. Exercises good judgment in the management and use of facilities, equipment and supplies.
- 7. Attends assigned meetings.
- 8. Initiates and/or participates in overall department-wide program development, maintenance, evaluation, revision, updating and/or expansion of programs.
- 9. Contributes to a sense of Area and Departmental teamwork.
- 10. Does their 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- Demonstrates a pattern of College-wide service including one or more of the following:
 - 1. Volunteers to serve on College committees.
 - 2. When requested, serves on College committees and project teams.
 - 3. Serves as a sponsor to student clubs and organizations.
 - 4. Participates in faculty/college governance.
 - 5. Participates on special project teams or ad hoc committees.

G. Community Service.

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

6.4 <u>Student Feedback for Instructors (Tenured and Non-Tenured)</u> (SFFs)

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

their educational process. The information shall be made available to the instructor and to relevant parties responsible for maintaining educational excellence.

6.4.2 General Procedures.

- A. The Chief Instruction Officer shall be responsible for managing, conducting, coordinating and processing the Instructor/Course Student Feedback for full-time instructors.
- B. The student feedback component shall be administered to a minimum of two classes per year; one chosen by the dean and the other (a different class) chosen by the evaluatee. Either may choose a course taught in a distance modality, if applicable.
- C. Feedback for tenured faculty shall be collected between the 40-80% instruction point of the primary term. The faculty member will select the day(s) the feedback is to be collected.

Examples include (but are not limited to the following.):

6 week course between 2nd-5th weeks 8 week course between 3rd-6th weeks 10 week course between 4th-8th weeks 12 week course between 5th-10th weeks 17 week course between 7th – 13th weeks

- D. Instructors to be given feedback by their students in a given primary term shall be notified prior to the process taking place. The responsible administrator shall make all arrangements for the conduct of the student evaluation and so advise the instructor.
- E. To allay student fears, student anonymity shall be protected throughout the student feedback process.
- F. The feedback process may be administered in class by a volunteer student, instructional aide or (with instructor agreement) an administrator designated by the Chief Instruction Officer.
- G. Great care shall be taken to see that students understand their role, take the process seriously, are provided adequate time and that student comments are actively solicited and encouraged as a major component of the students' feedback.
- H. Only with the written permission of the evaluatee may the evaluation report be based upon information obtained by using videotape or other recording devices in the classroom.
- 6.4.3 The results of the student feedback shall be forwarded to the appropriate administrator for review and analysis.
- 6.4.4 The results of the student feedback (and the feedback forms or copies thereof) shall be made available to the full-time instructor only after all grades for the given primary term have been processed.
- 6.4.5 Students shall never suffer any retaliation for feedback or comments on the evaluation form, or for oral or written comments made to administrative evaluators or their designees.

- 6.4.6 Instructor/Course feedback by students are to be used as one source of evaluative information by evaluators in writing Formal Evaluations of Instructor Performance. Should need be, the original Instructor/Course Feedback forms, as well as the computerized summary, will be placed in the instructor's personnel file.
- 6.4.7 Instructor/Course feedback by students provide a mechanism by which administrators can identify, document and specifically commend instructors who are making significant, positive contributions to the education of students in their classrooms.
- 6.4.8 Negative student feedback (used when instructor is not scheduled for formal evaluation).
 - A. If the student feedback indicate a significant problem or point to a significant weakness in the instructional technique or approach employed by an instructor, the area dean shall make arrangements for a personal meeting with the instructor to discuss the results of the student feedback.
 - B. One of the outcomes of the meeting will be the creation of an improvement plan and/or the scheduling of a classroom observation by the area dean or administrator designated by the area dean. If a mutually agreed upon improvement plan is not developed within twenty (20) working days, an administratively developed improvement plan shall be used.
 - C. With the full knowledge of the instructor, it shall be the responsibility of the area dean to keep a record of the proceedings. The instructor shall be given every opportunity to improve and shall be provided with assistance as needed.
 - D. Should any negative aspects of the proceedings be judged important enough for entry into the instructor's personnel file, the instructor shall be notified and afforded the right to respond in writing should they so desire.
- 6.4.9 The area dean will review the status of the process with the Chief Instruction Officer and make them aware of the results of meetings, observations and the status of any Improvement Plan in progress or in the developmental stages.
- 6.4.10 Specialized student feedback forms (SFFs) currently exist for the fire academy, police academy, LEAD ESL, and science labs. Additional specialized SFFs may be developed by mutual agreement between the District and BCEA. Specialized SFFs for lab and online courses need to be officially approved.
- 6.5 <u>Instructor Self-Evaluation</u> (G2)
 - 6.5.1 The faculty member will complete a Self-Evaluation form to be submitted to the area dean in conjunction with the preparation of the Formal Evaluation of Instructor Performance.
- 6.6 Evaluation of Tenured Instructor Performance (G3L (long form) and G3S (short form)
 - 6.6.1 The Chief Instruction Officer shall be responsible for implementing and managing the process of instructor evaluations.
 - 6.6.2 The formal Evaluation of Instructor Performance reports shall be written by the supervising deans of instruction or other administrators so designated by the Chief Instruction Officer.

- A. Formal evaluation reports for regular full-time instructors must be submitted a minimum of at least once each three academic years, and at the option of the instructor, may be conducted during any term or session of instruction.
- B. The Area Dean or designee will by default offer to use the Evaluation of Instructor Performance Short Form (Appendix G3S) so long as the instructor's previous formal evaluation and SFF feedback have been satisfactory. If either the instructor's previous formal evaluation or SFF were less than satisfactory, the long form shall be utilized. However, the Dean or designee may choose to employ the Evaluation of Instructor Performance Long Form (Appendix G3L). The instructor may choose that the Evaluation of Instructor Performance Long Form be utilized.
- C. Tenured instructors scheduled for formal evaluation will be given the opportunity ten (10) working days prior to the pre-observation to choose either the peer evaluation process (6.6.6) or the department chair/coordinator peer input process (department chair input form acts as the peer evaluator). If the peer evaluation process is selected, the selection process outlined in 6.6.6 A.1 will be used prior to the pre-observation. (Where no unit member department chairperson/coordinator exists, a BCEA designee will serve in the role of the department chairperson/coordinator for the purpose only of mutually agreeing on a faculty designee. Thereafter, the mutually agreed upon faculty designee will serve on the evaluation committee in the role of the department chairperson/coordinator.)
- D. Formal evaluation reports, whether long form or short form, shall include evaluation and comments on teaching effectiveness, professional growth and currency, and area and departmental responsibilities. Evaluation and/or comments in the area of community service may be included at the option of the faculty member.
- E. The formal Evaluation of Instructor Performance reports, whether long form or short form, shall be based upon data obtained from student feedback, the self-evaluation, normal daily operational interactions, classroom observations, verifiable student comments and observations, peer evaluation, and input from department chairperson/coordinator. (Individual evaluation forms from classroom visits and other student feedback forms (SFFs) are not given to the instructor until final grades are posted whereupon the instructor may make further comments on the evaluation report covering that class.)
- F. The Department Chairperson/Coordinator Input Form (G4) will be attached as a part of each evaluation and will be placed in the instructor's personnel file along with all other evaluation documentation.
- G. The Evaluation of Instructor Performance reports, whether long form or short form, shall provide for narrative comments by both the evaluator and the instructor.
- H. The evaluator and faculty member shall sign the Evaluation of Instructor Performance. The instructor signature indicates only that the instructor has read and understands the contents of the report.
- I. The original copy of each Evaluation of Instructor Performance (and any related substantiating information) shall be forwarded to the Human Resources Office for inclusion in the instructor's personnel file. Copies of the Evaluation of Instructor Performance shall be provided to the instructor and to their immediate dean.

- 6.6.3 Classroom observations shall be performed by the appropriate supervising dean or other administrator, so designated by the Chief Instruction Officer. At least one classroom observation must be conducted before an Evaluation of Instructor Performance is prepared. Components of a classroom observation include a pre-observation, observation and data collection, a post-observation, and an Instructor Improvement Plan (if necessary).
 - A. A pre-observation is an informational meeting between evaluator(s) and the instructor which may include but is not limited to lesson plans, course syllabi, course and class goals, selection of standardized option for soliciting student input (G5) and objectives for the period of observation and data collection. If there is no improvement plan in place, and if the faculty member has chosen the Department Chair/Coordinator process, the pre-observation may be waived with the agreement of both the faculty member and the district. The pre-observation meeting may be conducted by phone or video chat.
 - B. The classroom observation and/or data collection component of a classroom observation is an active, systematic, and purposeful process which requires the observer to assess teacher-student interaction. Data collection includes evaluator soliciting student input using the standardized options.
 - C. Evaluators are expected to ask questions and obtain clarification from evaluatee during (if appropriate) and immediately after the classroom observation.
 - D. Should the class mutually selected for observation be on-line, then the observation will consist of two parts. The first part will be the evaluatee guiding evaluator(s) through the course in a prescheduled hour-long session. For the second part, evaluator(s) will be allowed access to a copy made of the course.

For the mutual benefit of evaluatee and evaluator(s), the Distance Learning Committee will provide guidance for what are important elements to be considered during online observation. This guidance will consist of a document that the committee may modify annually if needed. Guidance will focus on those elements deemed relevant to on-line instruction.

During this second part of observation, evaluator(s) will focus on specific instruction and student performance over a one-week period determined in advance. Should a longer time frame than one week be appropriate, this must be a mutual decision between evaluatee and evaluator(s) made in advance. The only element of the course reviewed outside of that time frame is to be the overall structure of the course - i.e., structure that applies throughout the course, including the time period selected. One-to-one electronic communication between evaluatee and individual student that is not accessible by the rest of the class should not be included as part of this observation process. Should the evaluatee wish to share such one-to-one communication as part of observation, the evaluatee must secure permission from student(s) if private concerns were discussed.

6.6.4 The final written Evaluation of Instructor Performance, whether long form or short form, shall be composed of 1) performance evaluations based on the unit member's job description; 2) narrative comments on matters of substance by the evaluator(s) (including data from student evaluations, solicited student comments obtained during classroom observation, and information from Department Chair/Coordinator Input Form); and 3) teacher comments in response to the evaluation, if desired.

- 6.6.5 Post-Observation and Evaluation Summary Conference.
 - A. An Evaluation Summary Conference with the evaluatee shall be mutually scheduled by the evaluator(s) and evaluatee. However, if mutual agreement is not reached after 10 working days the evaluating administrator shall schedule the conference giving a 5 working day notice to evaluatee. The written evaluation report should be reviewed by the instructor before a discussion of the evaluation's contents. The discussion should focus on sustaining or improving instructional effectiveness. If the Short Form Process is utilized, this conference and discussion may take place by phone or video chat.
 - B. If the Evaluation of Instructor Performance Short Form is utilized, the Area Dean or designee can recommend continuing on a regular evaluation schedule or re-evaluating using the long form during the next Butte Community College teaching assignment. The latter option requires an Instructor Improvement Plan be completed and submitted with the short form.
 - C. Instructor Improvement Plans if necessary (see Appendix) are the logical product of Evaluation Summary Conferences. The instructor and the evaluator(s) should work cooperatively to identify areas of strength, which should be noted by evaluators and hopefully continued by the instructor. Also, ideally any high priority areas needing improvement or strengthening should be honestly discussed and improvement goals, objectives and methods jointly developed.
 - D. Improvement plans shall be in written form.
- 6.6.6 Optional Peer Evaluation for Tenured Faculty
 - A. Selection of peer evaluator.
 - 1. A tenured peer evaluator (any faculty member who has completed a District and BCEA sponsored in-service training session specifically designed for peer evaluation—the evaluatee is encouraged to select a peer from within their department) will be selected by mutual agreement between the evaluatee and area dean or other administrator as designated. In those cases where mutual agreement cannot be reached, the evaluatee and appropriate administrator will each select three faculty names. Each will then cross off one name from the list leaving four names. The remaining names will then be placed in an appropriate container. The evaluatee will then draw from the container. The name drawn will be the peer evaluator. A faculty member if asked is obligated to participate in at least one peer evaluation every two years.
 - 2. The area dean or other administrator as designated and peer evaluator will work as a team to perform the instructor evaluation.
 - 3. The peer evaluator and area dean will follow the same procedures used for the formal evaluation outlined in 6.6.2 A-G, 6.6.3 A and B, 6.6.4 A-E and 6.6.5 A, B and C.
 - 4. After the classroom observation the area dean (or other designated administrator) and peer evaluator will separately write the evaluation report.
 - 5. The area dean (or other designated administrator) and peer evaluator will meet to compare their reports and by mutual agreement merge the two reports into one final document.
 - 6. If mutual agreement cannot be reached, a second observation of a different class will be performed.

- 7. If no agreement is reached after the second observation, the Chief Instruction Officer will select another administrator and the instructor will select another peer and repeat the process.
- 8. If the new team fails to reach agreement the administrator will write the formal report and the peer will write a minority report that shall be attached to the final report.

6.6.7 Peer Evaluation for Probationary Faculty

A. The evaluatee is to be given copies of all documentation ten working days before it is sent to the Chief Instruction Officer. (Individual evaluation forms from classroom visits and other student evaluation forms (SFFs) are not given to the instructor until final grades are posted whereupon the instructor may make further comments on the evaluation report covering that class.)

B. The evaluation team shall consist of:

- 1. The appropriate area dean or other administrator as designated, appointed by the Chief Instruction Officer.
- 2. The department chairperson/coordinator or (if the chairperson/coordinator cannot serve on the team) a faculty designee selected by mutual agreement between the area dean and the chairperson/coordinator. If mutual agreement cannot be reached, use method outlined in 6.6.6 A.1. (Where no unit member department chairperson/coordinator exists, a BCEA designee will serve in the role of the department chairperson/coordinator for the purpose only of mutually agreeing on a faculty designee. Thereafter, the mutually agreed upon faculty designee will serve on the evaluation committee in the role of the department chairperson/coordinator.)
- 3. A tenured peer evaluator(s) (any tenured faculty member who has completed in-service training as specified in 6.6.7 B.5.—the evaluatee is encouraged to select a peer from within their department) chosen by the evaluatee. Eight hours of flex credit per primary term may be given if requested by peer evaluator.
- 4. In the event that the evaluation team or the evaluatee wishes to bring in a content expert, by mutual agreement between the area dean and the evaluatee they may select an individual from inside or outside the institution.
- 5. Any peer evaluator (including the chairperson/coordinator) shall have completed a District and BCEA sponsored in-service training session specifically designed for peer evaluation. The training for newly tenured faculty (or other faculty who have missed the training sessions) will be offered at the fall faculty institute as needed and at the spring faculty institute as needed. All tenured faculty must attend a required workshop to be trained at least once in their career. Flex credit will be available. A faculty member if asked is obligated to participate on at least one evaluation team every eight years (for a non-tenured faculty member).

6.6.8 Responsibilities and Timeline of the Evaluation

- A. The chairperson of the evaluation team shall be the area dean or other administrator as designated.
- B. A preliminary meeting with the probationary faculty member and all members of the team shall be held by the end of the sixth week of instruction of the first primary term

of employment. At the initial meeting, called by the team chair, the following shall be covered.

- 1. Explanation of the evaluation process.
- 2. Establishment of the timeline for the completion of all components of the evaluation process.
- C. The evaluation team will have the responsibility of administering the student evaluation. It will include:
 - 1. Administering the student feedback component to a minimum of two classes, one chosen by the team and the other (a different class) chosen by the evaluatee. The evaluatee will choose the day(s) the student feedback will be collected. Within the timelines of 6.6.8 B.2 above, the student evaluation will be administered to different classes than those visited by the team. Either may choose a course taught in a distance modality if applicable.
- All evaluation team members will serve until such time as the contract employee is granted tenure or is terminated.
 - A. If a replacement of the peer evaluator is required, the evaluatee will select another peer.
 - B. If a replacement of the chairperson/coordinator or faculty designee is required, another person will be selected by mutual agreement between the chairperson/coordinator and the dean.
 - C. If the evaluatee wishes the chairperson/coordinator or faculty designee or peer evaluator to be replaced because of personal or professional differences (not the specific content of the evaluation), they may appeal to the LTPA Committee (see 6.6.6).
- 6.6.10 The formal Evaluation of Instructor Performance for non-tenured faculty shall follow the same procedures outlined in the BCEA contract for tenured faculty (pre-observation, observation, post-observation, written evaluation, and an instructor improvement plan if necessary). Exceptions are as follows:
 - A. A coordinator or chairperson in a related area will be chosen.
 - B. The Evaluation of Instructor Performance Long Form (G3L) must be used.
 - C. There will be a minimum of one evaluation per year by the evaluation team, with a minimum of one joint class visit by all team members. The class will be mutually agreed upon by the team and evaluatee. If agreement on which class is to be visited cannot be reached, there will be a minimum of one evaluation per primary term by the evaluation team, each with a minimum of one joint class visit by all team members. One class will be chosen by the team, the other will be chosen by the evaluatee. Each visitation date will be selected by mutual agreement among all concerned. Either the evaluatee or the team or the team may request further class visits. These must be different from the classes in which student feedback forms (SFFs) are being completed.
 - 1. The evaluation shall be conducted during the first primary term of employment, and thereafter, a minimum of once a year during the instructor's probationary status.

- D. In the event that one or more of the required components of a formal evaluation cannot be completed due to circumstances related to the unit member's employment, such as illness or absence, the Evaluation of Instructor Performance will be based on components that have been completed.
- E. Each team member will submit his or her own written evaluation to the team chairperson. If consensus is possible, a single Evaluation of Instructor Performance by the team chairperson will be written. Otherwise, each team member will submit his or her own evaluation with one of the recommendations stated in 6.6.10 G. Each team member will review the final report(s) before it is sent to the LTPA Committee. (See G10.)
- F. The evaluatee is to be given copies of all documentation (except as stated in 6.6.2E and 6.6.7.A) ten (10) working days before it is sent to the Tenure Committee. After the evaluatee discusses the documentation with the evaluation team, the team may revise the documentation and the evaluatee may submit a written response included in the materials sent to the LTPA Committee.
- G. Prior to the last day of the Fall primary term, the team shall jointly or separately submit all documentation (including their recommendation) to the LTPA Committee.
 - 1. If a contract employee is working under his or her first contract, the team shall elect one of the following alternatives (E.C. 87608):
 - a. Not enter into a contract for the following academic year.
 - b. Enter into a one year contract for the following academic year.
 - c. Employ the contract employee as a regular employee for all subsequent academic years.
 - 2. If a contract employee is working under his or her second contract, the team shall elect one of the following alternatives (E.C. 87608.5):
 - a. Not enter into a contract for the following academic year.
 - b. Enter into a two year contract for the following two academic years.
 - c. Employ the contract employee as a regular employee for all subsequent academic years.
 - 3. If a contract employee is employed under his or her third consecutive contract entered into pursuant to Section 87608.5, the team shall elect one of the following alternatives:
 - a. Employ the probationary employee as a tenured employee for all subsequent academic years.
 - b. Not employ the probationary employee as a tenured employee.
- 6.7 Areas of Student Development Evaluation
 - 6.7.1 Rating student development faculty should be based on the job description.

6.7.2 Areas of Evaluation.

A. Job specific.

- 1. Work attitudes.
- 2. Competency.
- 3. Initiative.
- 4. Attitude toward students.
- 5. Attitude toward staff.

B. Professional growth.

- 1. Course work taken.
- 2. Conferences attended.
- 3. Professional achievements.
- 4. Reading of professional material related to job.
- 5. Attendance at staff development functions.
- 6. Visitations to other educational institutions or appropriate businesses, agencies or organizations.
- 7. Other efforts to improve individual effectiveness.

C. College-wide service.

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

D. Community service.

1. The College values the contributions made to the local community by the faculty. However, such contributions are at the option of the faculty member and are not a formal requirement of the full-time college faculty member position.

6.8 Formal Evaluation of Student Development Faculty Performance

- 6.8.1 The Chief Instruction Officer or the Chief Student Services Officer shall be responsible for implementing and managing the process of evaluation.
- The Formal Evaluation of Student Development Faculty Performance reports shall be written by the supervising or designated administrator.
 - A. Formal Evaluation of Student Development Faculty Performance reports for probationary faculty must be completed a minimum of once each academic year.
 - B. Formal Evaluation reports for regular full-time faculty must be submitted a minimum of at least once each three academic years.
 - C. Tenured student development unit members scheduled for formal evaluation shall be given the opportunity ten (10) working days prior to the pre-observation to choose either the peer evaluation process (6.6.6) or the department chair/coordinator input process (department chair/coordinator form acts as peer evaluation). If the peer

- evaluation process is selected, the selection process outlined in 6.6.6 A. 1 will be used prior to the pre-observation.
- Formal Evaluation reports shall include evaluation and comments on job effectiveness, professional growth and currency, and area and departmental responsibilities.
 Evaluation and/or comments in the area of community service may be included at the option of the faculty member.
- E. The Formal Evaluation of Student Development Faculty Performance reports shall be based upon data obtained from normal daily operational interaction, job site visitations, peer evaluation, and input from department chairpersons and coordinators where appropriate.
- F. The Coordinator Input form (G11) will be attached as a part of each evaluation and will be placed in the faculty member's personnel file along with all other evaluation documentation. In those cases where the regular faculty member selects the peer evaluation process, the department chair/coordinator input form will not be attached as part of the documentation.
- G. The Formal Evaluation report shall provide for narrative comments by both the evaluator and by the faculty member.
- H. The evaluator(s) and faculty member shall sign the Formal Evaluation of Student Development Faculty Performance reports. The faculty member signature indicates only that the faculty member has read and understands the contents of the report.
- I. The original copy of each Formal Evaluation report (and any related substantiating information) shall be forwarded to the Personnel Office for inclusion in the faculty member's personnel file. Copies of the Formal Evaluation of Student Development Faculty Performance report shall be provided to the faculty member and to his or her immediate dean.
- 6.8.3 Job site visitations shall be performed by the appropriate supervising dean or other administrator, so designated by the Chief Instruction Officer or the Chief Student Services Officer. At least one job site visitation must be conducted before a Formal Evaluation of Student development Faculty performance report is prepared. Components of a job site visitation include a pre-observation, observation and data collection, a post-observation, and an improvement plan, if necessary.
 - A. A pre-observation is an informational meeting between evaluator(s) and the evaluatee which may include, but is not limited to, expected outcomes of the on-site visit by the evaluators and objectives for the period of time of the observation and data collection.
 - B. The job site observation and data collection component is an active, systematic, and purposeful process which requires the observer(s) to assess the evaluatee's effectiveness relative to their job description.
 - C. Evaluators are expected to ask questions and obtain clarification from evaluatee during (if appropriate) and immediately following the observations.
- 6.8.4 The final written Formal Evaluation of Student Development Faculty Performance shall be composed of three elements: 1) the Butte College Formal Evaluation of Student Development

Faculty Performance form (G7), 2) narrative comments on matters of substance by evaluator, and 3) faculty member comments in response to the evaluation, if desired.

- 6.8.5 Post-Observation and Evaluation Summary Conference.
 - A. An evaluation summary conference with the evaluatee shall be mutually scheduled by the evaluator(s) and evaluatee. However, if mutual agreement is not reached after ten (10) working days the designated administrator shall schedule the conference giving five (5) working days' notice to the evaluatee. The written evaluation report should be reviewed by the faculty member before a discussion of the evaluation's contents. The discussion should focus on sustaining or improving effectiveness.
 - B. Faculty Member Improvement Plans, if necessary, are the logical product of the evaluation summary conference. The faculty member and the evaluator(s) should work cooperatively to identify areas of strength, which should be noted by administrators and hopefully continued by the faculty member. Ideally, any high priority areas needing improvement or strengthening should be honestly discussed and improvement goals, objectives and methods jointly developed.
 - C. Improvement plans shall be in written form.

6.9 Peer Evaluation for Tenured Student Development Faculty

- When a student development faculty member selects the peer evaluation option, the following procedures are to be used.
 - A. Selection of Peer Evaluator.
 - 1. A tenured peer evaluator (any faculty member who has completed a District and BCEA sponsored in-service training session specifically designed for peer evaluation) will be selected by mutual agreement between the evaluatee and appropriate dean or other appropriate administrator. In those cases where mutual agreement cannot be reached the evaluatee and appropriate administrator will each select three faculty names. Each will then cross off one name from the list leaving four names. The remaining names will then be placed in an appropriate container. The evaluatee will then draw from the container. The name drawn will be the peer evaluator. A faculty member if asked is obligated to participate in at least one peer evaluation every two years.
 - 2. The dean or other administrator as designated and the peer evaluator will work as a team to perform the faculty evaluation.
 - 3. The peer evaluator and appropriate administrator will follow the same procedures outlined in 6.8.
 - 4. After the job site observation the dean (or other administrator as designated) and peer evaluator will separately write the evaluation report.
 - 5. The dean (or other administrator as designated) and peer evaluator will meet to compare their reports and by mutual agreement merge the two reports into one final document.
 - 6. If mutual agreement cannot be reached, a second job site visit will be performed.
 - 7. If no agreement is reached after the second observation, the Chief Instruction Officer or the Chief Student Services Officer will select another administrator and the instructor will select another peer and repeat the process.

8. If the new team fails to reach agreement, the administrator will write the formal report and the peer will write a minority report that shall be attached to the final report.

6.10 Peer Evaluation for Probationary Student Development Unit Members

- 6.10.1 The evaluation team will consist of:
 - A. The student services dean or administrative designee appointed by the vice president.
 - B. The director/coordinator when appropriate or (if no coordinator exists or the coordinator cannot serve on the team) a unit member designee selected by mutual agreement between the appropriate administrator and the evaluatee. If no mutual agreement is reached, use process outlined in 6.6.6.A.1.
 - C. A tenured peer evaluator(s) (any tenured faculty member who has completed in-service training as specified in 6.10.1 E.) chosen by the evaluatee.
 - D. In the event that the evaluation team or the evaluatee wishes to bring in a content expert, by mutual agreement between the appropriate administrator and the evaluatee they may select an individual from inside or outside the institution.
 - E. Any peer evaluator (including the director/coordinator) shall have completed a District and BCEA sponsored in-service training session specifically designed for peer evaluation. The training for current tenured faculty will be done during the first year of this contract at the fall (and spring, if needed) faculty institute. Thereafter, newly tenured faculty (or current faculty who missed the initial training sessions) must attend a required workshop to be trained. A faculty member if asked is obligated to participate on at least one evaluation team every eight years (for a non-tenured faculty member).
- 6.10.2 Responsibilities and Timeline of the Evaluation.
 - A. The chairperson of the evaluation team shall be the dean or appropriate administrative designee.
 - B. A preliminary meeting with the probationary faculty member and all members of the team will be held by the end of the fifth week of instruction of the first primary term of employment. At the initial meeting, called by the team chair, the following will be covered:
 - 1. Explanation of the evaluation process.
 - 2. Establishment of the timeline for the completion of all components of the evaluation process.
 - C. An evaluatee may, if they feels their job is in jeopardy, have a BCEA representative at any meeting or job site observation concerning evaluation. The BCEA representative shall be an observer only and will not participate directly in the evaluation process, nor will their presence be mentioned in any documentation or discussion.
- 6.10.3 All evaluation team members will serve until such time as the probationary faculty member is granted tenure or is terminated.

- A. If the replacement of the peer evaluator is required, the evaluatee will select another peer.
- B. If the replacement of the chairperson/coordinator or faculty designee is required, another person will be selected by mutual agreement between the chairperson/coordinator and the dean or appropriate administrator.
- C. If the evaluatee wishes the chairperson/coordinator or faculty designee or peer evaluator to be replaced because of personal or professional differences (not the specific content of the evaluation), they may appeal to the LTPA Committee.
- 6.10.4 The Formal Evaluation for Probationary Student Development faculty shall follow the same procedures outlined in 6.8 of the contract for tenured student development faculty (pre-observation, job site observation, post-observation, written evaluation, and an improvement plan, if necessary). Exceptions are as follows:
 - A. There will be a minimum of one evaluation per year by the evaluation team, with a minimum of one job site visit by all team members. The job site visit will be mutually agreed upon by the team and evaluatee. If agreement on which job site is to be observed cannot be reached, there will be a minimum of one evaluation per primary term by the evaluation team, each with a minimum of one joint observation by all team members. One job site visit will be chosen by the team, the other will be chosen by the evaluatee. Each observation date will be selected by mutual agreement among all concerned. Either the evaluatee or the team may request further observations. These must be different job site visits from other student feedback forms (SFFs).
 - 1. The evaluation shall be conducted during the first primary term of employment, and thereafter, a minimum of once a year during the student development faculty's probationary status.
 - B. In the event that one or more of the required components of a formal evaluation cannot be completed due to circumstances related to the unit member's employment, such as illness or absence, the evaluation report will be based on components that have been completed.
 - C. Each team member will submit their own written evaluation to the team chairperson. If consensus is possible, a single evaluation by the team chairperson will be written. Otherwise, each time member will submit their evaluation with one of the recommendations stated in 6.6.10 D. Each team member will review the final report(s) before they send it to the LTPA Committee.
 - D. The evaluatee is to be given copies of all documentation ten (10) working days before it is sent to the LTPA Committee. After discussing the documentation with the evaluation team, the team may revise the documentation and the evaluatee may submit a written response included in the material to the LTPA Committee.
 - E. Prior to of the last day of the Fall primary term the first, second and fourth year for a probationary faculty member, the team shall jointly or separately submit all documentation including a recommendation to the LTPA Committee.
 - 1. If a faculty member is working under his or her first contract, the team shall elect one of the following alternatives:
 - a. Not enter into a contract for the following academic year.
 - b. Enter into a contract for the following academic year.

- c. Employ the faculty member as a regular tenured employee for all subsequent academic years.
- 2. If a faculty member is working under his or her second contract, the team shall elect one of the following alternatives:
 - a. Not enter into a contract for the following academic year.
 - b. Enter into a contract for the following two academic years.
 - c. Employ the faculty member as a regular employee for all subsequent academic years.
- 3. If a faculty member is employed under his or her third consecutive contract team shall elect one of the following alternatives:
 - a. Employ the probationary employee as a tenured employee for all subsequent academic years.
 - b. Not employ the probationary employee as a tenured employee.
- 6.11 Temporary, full-time unit members hired under Ed Code 87480.
 - 6.11.1 Temporary, full-time unit members will be evaluated by the same procedures as for tenure track unit members as described in this article and by the same overall timeline (for the first four years each primary term (Section 6.6.10.A) or once a year (Section 6.6.10.A.l) and thereafter at least once every three years (Section 6.6.2.A)).
 - 6.11.2 For temporary, full-time unit members whose hiring date is not July 1, a workable timeline similar to Appendix G13 (with special consideration for the absence of chairs and peers in the summer) must be worked out between the District and BCEA 60 days after the date of hire.
- 6.12 Full-time unit members who participate in the evaluation of part-time faculty shall be held harmless by the District for their involvement in the evaluation process. Peer evaluators who primarily perform bargaining unit duties are not supervisory or management employees as a result of performing peer evaluation duties. Education Code 87610.1(e).
- 6.13 Department Chair/Coordinator Evaluation. Department chairs will be evaluated in the first and third year of their first term. If appointed to a second term, evaluations will be performed in the fifth year. Additional formal evaluations may be initiated by administration or requested by faculty based on significant administrative or faculty concerns regarding unit member's fulfillment of general scope of responsibilities of an instructional department chairperson. (Ref. Appendix E 7.2.10)

ARTICLE VII

WORKLOAD

- 7.1 The District shall have a WSCH/FTEF target of 530.
- 7.2 Duties and responsibilities for teaching and student development faculty members as listed below are included as Appendix E.
 - 7.2.1 Full-time instructor
 - 7.2.2 Counselors 199 days
 - 7.2.3 Learning Disabilities Specialist
 - 7.2.4 Reference Librarian A 177 days; Reference Librarian B 199 days
 - 7.2.5 Learning Resource Specialist 199 days
 - 7.2.6 Coordinator for the Center for Academic Success 199 days
 - 7.2.7 EOPS Financial Aid Specialist/Counselor 199 days
 - 7.2.8 EOPS Counselor 199 days
 - 7.2.9 Chair of Counseling Services 199 days
 - 7.2.10 Instructional Department Chairs
 - 7.2.11 Career Counselor 199 days
 - 7.2.12 Disabilities Specialist 199 days
 - 7.2.13 EOPS Coordinator 221 days
 - 7.2.14 Athletic Trainer -199 days
 - 7.2.15 Staff Development Coordinator 199 days
 - 7.2.16 Mesa Project Director 199 days
 - 7.2.17 Associated Students and Student Activities Advisor 30 hours per week, 10 months per year
 - 7.2.18 Coordinator of Transfer Center 199 days
 - 7.2.19 Distance Learning Coordinator
 - 7.2.20 Simulation Laboratory Coordinator- Nursing 177 days
 - 7.2.21 Special Education (SPE)/Occupational and Life Skills (OLS) Coordinator 221 days
 - 7.2.22 Head Football Coach
- 7.3 Loads
 - 7.3.1 Teaching Loads
 - A. For purposes of calculating load:
 - 1. One hour lecture equals 1/30 of a regular load.
 - 2. One hour activity equals 1/30 of a regular load.
 - 3. One hour lab, activity or studio equals 1/38 of a regular load.
 - B. The appropriate dean or designee shall assign all of the classes (regular load, banked and extra pay) a unit member will teach for the year.
 - C. The dean or designee will select from the assigned classes to establish the unit member's regular load at between 96.5% and 103.5% per 7.3.1 A above, but also as close to 100% as possible. Only complete assignments can be used in this calculation. "Assignments" is defined as a component of instruction (lecture, lab, etc.) assigned to unit member.

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

I. Load Banking

FMS 111 203

1. All unit members, both teaching and student development, regardless of regular work duties, may bank classes they teach. See 11.10.2 and 11.12.l.D and/or Article XXI for submitting proposals for the accumulation of overload hours for the purpose of taking banked leave.

(48) hours

7.3.2 Special Loads

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

LIVIS 111, 203	(TO) Hours
Fire Science 24 and above	(48) hours
Administration of Justice/	(40) 1
Law Enforcement (AJLE)	(48) hours
Nursing Assistant	(36) hours
LVN	(36) hours
ADN	(36) hours
Respiratory Therapy and	(36) hours
EMS/Paramedic	

B. Adult/Special Education and Occupational & Life Skills (OLS) Program Coordinator

The Adult/Special Education and Occupational & Life Skills (OLS) Program Coordinator operates 221 days during the calendar year. The assignment of this position is responsible for developing and maintaining curriculum for SPE and OLS departments - including scheduling of SPE and OLS courses, and assigning faculty for OLS courses. The coordinator also works closely with the community agencies to ensure instruction, training, and compliance with state and federal guidelines.

- C. Except for the courses or programs listed in Sections 7.3.2.Aor 7.3.2.B, the load for all classes is as stated in Section 7.3.1.
- D. Any full-time faculty member who teaches an overload in these areas will be paid on the "full-time overload & non-instructional hourly salary schedule" for those hours above the maximum load. The formula pertaining to lecture, activity and lab does not apply.
- 7.3.3 Unit members who are assigned less than a full teaching load as shown in 7.3 shall first have prior approval of the Chief Instruction Officer.
- 7.3.4 For large classes that are not open-entry/open-exit, 65-95 students equals double load. Ninety-six or more students equals triple load. Count will be taken at the point of census to determine the number of students in a class for overload purposes. The extra load may be used as part of the regular load, banked, or extra pay.
- 7.4 Instructional unit members will schedule a minimum of five (5) on-campus office hours per week.

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

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

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

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

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

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

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

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

7.11.6 The workday for Allied health programs with clinical rotations at external health organizations shall be:

6:00 a.m. to 11:00 p.m. Monday through Thursday 6:00 a.m. to 8:00 p.m. Friday

7.12 Flexible Calendar Agreement

7.12.1 Instructional Faculty

The instructional calendar includes 175 days of instruction. Professional Development "Flex" days will be those designated each year in the Academic Calendar. Specifically, instructors shall have a six (6) hour scheduled commitment for each flex day (day in lieu of instruction). Required flex hours will be prorated based on reassignments and leaves.

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

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

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

7.12.2 Student Development Faculty and other categories not considered as traditional instructional staff.

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

7.12.3 Continuance of the flexible calendar.

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

- 7.12.4 If a unit member does not accomplish all of his or her required flex hours, those hours paid and not worked will be deducted from the member's personal leave. Once personal leave has been exhausted, the balance of the hours paid and not worked will be deducted from the member's sick leave. Once sick leave has been exhausted, the balance of the hours paid and not worked will result in a one-time pay adjustment for that academic year. If a unit member does not accomplish all of the required flex hours, they will be ineligible to receive extra pay for completing overload flex hours the following academic year.
- 7.13 Summer Session Unit members will be given consideration for summer session assignments.
- 7.14 Unit members are limited to one course per primary term or four contract hours as an extra assignment. Compensation shall be paid on the "full-time faculty overload and non-instructional hourly salary schedule (without equity enhancement)".
 - Should the unit member be currently placed on a Faculty Improvement Plan (Appendix G6), the member may not be eligible for extra assignments at the administrator's/designee discretion until the plan is concluded. Exceptions may be granted by the Chief Instructional Officer.
- 7.15 Instructional Department Chairpersons/Chair of Counseling Services/Coordinators
 Instructional Department Chairpersons/Chair of Counseling Services/Coordinators may serve for a three
 year term with the option of renewing once with approval of the designated Vice President. Exemptions can
 be made for chairs and coordinators who are the sole full-time member of their department. (See Appendix
 for duty responsibilities) Department chairpersons/coordinators may serve again after a break in service
 with the approval of the Chief Instruction Officer.
 - 7.15.1 Department chairs will be evaluated in the first and third year of their first term. If appointed to a second term, evaluations will be performed in the fifth year. Additional formal evaluations may be initiated by administration or requested by faculty based on significant administrative or faculty concerns regarding unit member's fulfillment of general scope of responsibilities of an instructional department chairperson. (Ref. Appendix E 7.2.10).
 - 7.15.2 By April 15th of each year the designated Vice President shall communicate in writing to each department chair/coordinator and BCEA who will not be reappointed for the next academic year.
 - 7.15.3 At the district's sole discretion, department chairs may be required to work up to thirty (30) additional duty days. Compensation for additional duty days shall be paid pro rata rate (See 13.3).
 - 7.15.4 When a department chair or coordinator position becomes vacant and the district desires to fill it, the following selection process applies.
 - 7.15.4.1 Eligibility -Eligible faculty include full-time tenured faculty in the department. If there are no interested tenured faculty members, the position may be made available to tenure-track faculty in their final probationary contract or to tenured faculty outside of the department, no less than ten (10) working days after notifying BCEA.
 - 7.15.4.2 Selection Option 1- When a department chair position becomes vacant and the district desires to fill it, the appropriate educational administrator will solicit letters of interest. The appropriate educational administrator and designated Vice President will interview all interested faculty. Final appointment will be made in consultation between the educational administrator responsible for the department

and the designated Vice President. In the event the selection of the new chair is disputed by multiple members of the department, a review committee will be convened to include the Vice President, the appropriate educational administrator, and representative members of the department, including representation of those department members who brought forward the dispute.

- 7.15.4.3 Selection Option 2- Departments may meet, discuss and agree upon an alternate process for chair selection to be used within their department. The proposed process must be approved by a two-thirds majority vote of the department members. That process must be reviewed and approved by both BCEA and the designated Vice President by the end of the Fall primary term. The process must be reviewed by the department and resubmitted to BCEA and the District for their review once every three years. In the event a department does not complete the process for Option 2 above, or the alternate process is not approved, Option 1 will apply. All options must comply with existing timelines.
- 7.15.5 The designated Vice President 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.

7.17 Overload

- 7.17.1 Full-time faculty will be represented by the Butte College Education Association (BCEA) when teaching overloads.
- 7.17.2 Full-time faculty have first right of refusal on all overload assignments.
- 7.17.3 Evaluation of regular load classes is sufficient for BCEA unit members. An overload class may be used in the evaluation process if mutually agreed upon between BCEA and the College.
- 7.17.4 Maximum overload is one course or four (4) contract hours per primary term. Exceptions may be granted by the Chief Instruction Officer (Section 7.14).
 - Should the unit member be currently placed on a Faculty Improvement Plan (Appendix G6), the member may not be eligible for extra assignments at the administrator's/designee discretion. Exceptions may be granted by the Chief Instructional Officer.
- 7.17.5 The BCEA grievance procedure will apply for regular load and overloads.
- 7.17.6 Flex hours will be required for BCEA unit members teaching an overload as specified for part-time faculty.
- 7.17.7 Courses taught in other terms may be used as regular load by mutual agreement between BCEA and the College.
- 7.17.8 When student development BCEA unit members are assigned an overload, they shall be paid on an hourly basis using the "full-time faculty overload and non-instructional hourly salary schedule (without equity enhancement)".
- 7.17.9 At such time as payment for office hours has no impact on part-timers, full-time unit members teaching overload will receive payment for office hours on the same basis as part-timers.

- 7.17.10 To determine seniority as a part-timer, retiring full-timers will have their past overload analyzed on the same basis as though they had been part-timers. Availability forms will be sent to retirees upon retirement. PFA seniority rules will apply. *See revised Notice of Employment.
- 7.17.11 Full-time faculty will accrue one day per month of sick leave for June and/or July for an overload assignment of eight (8) hours or more worked outside their normal work year, (not to exceed a total of twelve days of sick leave per fiscal year). Sick leave accruals for summer overload assignments will be posted to the employee's regular sick leave plan after summer overload hours have been paid. This additional sick leave accrual will be granted only for summer month(s) in which contractual service is performed as indicated on the overload assignments. Other types of payments made outside of the normal work year (such as stipends) do not provide for any additional sick leave accrual.

ARTICLE VIII

SAFETY

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

ARTICLE IX

TRANSFER

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

ARTICLE X

GRIEVANCES

10.1 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:

- A. Any matter upon which the district is without authority to act;
- B. Any alleged violation of law that does not also state a violation of a specific provision of this agreement;
- C. The evaluation of members of the unit, except for alleged violations of procedural matters;
- D. Any discharge, dismissal or layoff of a member of the unit;
- E. Any attempt to alter or change this agreement;
- F. An appeal of any board decision if such decision is a result of a state or federal regulatory commission or agency rule or decision, or state or federal law or court decision;
- G. Any other matter not included in the definition stated in section 10.2.1.
- 10.2.2 Grievant Any member of the bargaining unit covered by the terms of this agreement.
- 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 district designated supervisor or manager not within the same bargaining unit who has immediate jurisdiction over the grievant.

10.3 <u>Time Limits.</u>

- 10.3.1 Grievants who fail to comply with the established time limits of any step shall forfeit all rights to further application of this Grievance Procedure.
- 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 their 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 their contract of employment. No unit member shall use this grievance procedure to appeal any board decision if such decision is a result of a state or federal regulatory commission or agency, state or federal law decision.
- 10.4.2 The grievant may be represented by a designee of the association at any step of this procedure above Level I.
- 10.4.3 Grievance Processing Limits Any grievance or alleged grievance which occurred or is alleged to have occurred and which the unit member knew or could reasonably be expected to have known more than fifteen (15) days prior to notification at Level I with the immediate supervisor shall not be processed by the district.
- 10.4.4 The chairperson of the association grievance committee and/or the grievant shall be released from their regular work duties, with pay, if grievance resolution meetings are scheduled by the parties during the working hours of the chairperson or grievant involved.

10.5 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.
- The immediate supervisor or designee shall communicate the decision to the unit member in writing within five (5) days after receiving the grievance.

Level II

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

Level III

- 10.5.7 If the grievant is not satisfied with the decision at Level II, they may appeal the decision in writing within five (5) days to the next higher designated supervisor, manager or designee.
- 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.

Level IV

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

10.6 Advisory Third Party Intervention.

- 10.6.1 If a grievance is not resolved in Levels I, II, III, or IV, the Association may request, in writing, a hearing before an arbitrator. The request shall be filed in the Human Resources Office within fifteen (15) working days after the written decision of the Superintendent/President.
- 10.6.2 Within five (5) working days after receipt of a request for arbitration, the Vice President of Administration shall request the State Mediation and Conciliation Services (SMCS) to supply a list of five (5) arbitrators. The arbitrator shall be chosen by allowing each party, in turn, to strike out one (1) name until only one (1) name remains. The determination of the party to strike first shall be by lot.
- 10.6.3 The district and the association shall share equally in the payment for the services and expenses of the arbitrator.
- 10.6.4 A qualified stenographic reporter shall be employed to record verbatim the entire hearing. If either party desires a transcript, that party shall pay the cost of the transcript, and if both parties request transcripts, they shall share the cost.
- 10.6.5 Powers and limitations of the arbitrator shall be as follows:
 - A. The functions of the arbitrator shall be:
 - 1. to hold a hearing concerning the grievance;

- 2. to render an advisory decision, if possible, within twenty (20) working days after the closing of the hearing and, in any event, as soon as possible.
- B. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this agreement but shall determine only whether or not there has been a violation, misinterpretation, or misapplication of this agreement as alleged by the grievant or grievants.
- C. The arbitrator shall determine disputed interpretation of terms actually found in the agreement or determine disputed facts upon which the application of the agreement 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.
- D. The decision of the arbitrator shall be based solely upon the evidence and arguments presented by the parties in the presence of each other and upon arguments presented in briefs.
- E. The arbitrator shall have no power to render an award in any grievance arising before or after the effective dates of this agreement.

10.7 Appeal to the Board of Trustees.

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

10.8 General Provisions.

- 10.8.1 Designations of representatives will be in writing. Such designations shall be entered on the grievance form.
- 10.8.2 No party may be required to discuss any grievance if his or her representative is not present.
- The time allowances set forth in this grievance procedure may be extended by mutual written agreement of the grievant or the grievant's representative and the district.
- Any grievance not appealed to the next step of the procedure within the prescribed time limits shall be considered settled on the basis of the answer given at the preceding step.
- 10.8.5 If the district does not render a written response within the limits set forth at any step of the proceedings, the grievant may advance to the next step.
- 10.8.6 No reprisal of any kind will be taken by or against any participant in the grievance procedure by reason of such participation.

- 10.8.7 Wherever under this grievance procedure documents are required to be served or filed on one party by another, they shall be accompanied by a "Proof of Service" which shall include a statement by the party or the party's agent that the document was personally delivered, was deposited in the United States mail with first class postage properly affixed, or was deposited in the school mail, and the date on which said action was taken. The "Proof of Service" shall either be in the form of an affidavit or a declaration made under penalty of perjury. Forms for "Proof of Service" shall be provided by the district and made available by the association.
- 10.8.8 If the representative of the grievant is a member of the bargaining unit, the district shall permit a reasonable amount of released time for the representative for the purpose of processing the grievance regardless of the outcome of the grievance.
- 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 Leave Guidelines

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

Any unit member who is on paid leave shall continue to earn all unit member leave benefits to which entitled if employed full time. A unit member who is on unpaid leave shall retain all accumulated leave benefits but shall not accrue any additional leave benefits during such periods of absence.

An Absence Report Form must be filled out for all leaves as specified under Article 11 excluding sabbaticals, reduced workloads, and job-sharing.

The following leaves are considered paid leaves:

- Sick leave
- Personal Emergency leave (from sick leave)
- Personal leave (from sick leave)
- 11.1.4 Campus Closures. In the event of a non-emergency campus closure, for example a power shutoff when the physical campus is closed but the college is still open for instruction, all faculty will be responsible for continuing instruction and/or service to students via a remote modality. Faculty must communicate with their students, provide alternative class assignments, and otherwise maintain their usual, contracted work activities. Faculty who cancel classes or are otherwise unavailable during a non-emergency campus closure, must follow the sick leave and personal leave policies and procedures contained in this agreement.

11.2 Sick Leave

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

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

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

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

- When the unit member has made application for retirement, the district shall certify to the applicable retirement systems (CalSTRS/CalPERS) the number of days of accumulated and unused leave of absence for illness or injury to which the unit member is entitled on their final day of employment.
- 11.2.3 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.
- When a unit member has exhausted their 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 their regular salary during the period of such absence up to a maximum of five (5) school months.
- 11.2.5 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 Human Resources office, in writing, of the name and address of the district by whom they was last employed and request credit for the accumulated leave of absence for illness or injury to which they is, or was, entitled at the time of separation.
- 11.2.6 All sick leave rights or accumulations shall be canceled when a full-time unit member severs all official connection with the district as an employee, except that accumulated sick leave may be transferred to a subsequent employing district upon request pursuant to the provisions of the Education Code.
- 11.2.7 At the time a unit member begins their contracted employment for each academic year, they shall be provided with a current accounting of their accumulated sick leave.
- If absent five (5) or more consecutive duty days, the unit member shall provide the district, upon request, with a statement from a physician verifying the necessity of such absence.
- If on a leave of absence certified by the Human Resources department, a unit member has the option of deciding whether to exhaust sick leave or use bank leave first.
- Faculty may use sick leave in hourly increments for the portion of the day missed. If the member is sick and otherwise not available for the entire day, 8 hours shall be reported.
- 11.2.11 A unit member may use his or her sick leave for up to 12 weeks of parental leave for the birth of a child of the unit member or the placement of a child with a unit member in connection with the adoption or foster care of the child by the unit member, in any 12 -month period. When a unit member has exhausted all accumulated sick leave benefits and continues to be absent from his or her duties on account of parental leave, the member shall be compensated at fifty percent (50%) of the member's regular salary for the remaining portion of the 12-workweek period of parental leave.

11.3 Personal Emergency Leave

11.3.1 A unit member may be granted a maximum of six (6) days leave of absence in any school year, at their election, without loss of pay, in cases of personal emergency. Such leaves shall be deducted from the unit member's accumulated sick leave.

- Personal emergencies include serious illness or death of a member of their immediate family; an accident involving their person or property, or the person or property of a member of their immediate family; appearance in court as a litigant, or as a witness under an official order.
- "Immediate family" will be interpreted to mean the mother, father, grandmother, grandfather, or a grandchild of the unit member or of the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, registered domestic partner of the unit member, step parents, step children, or any relative living in the immediate household of the unit member.
- 11.3.4 The Vice President of Administration may grant exceptions if a unit member applies under section 11.3.1 or 11.3.2 for leave involving a family member not within the definition of "immediate family" in section 11.3.3, but with whom the unit member has a particularly close and long-standing relationship. Whether or not to grant the exception is within the sole discretion of the Vice President of Administration.
- 11.4 Personal Leave: Seven days of personal leave will be granted each year (non-cumulative), deducted from sick leave.
 - 11.4.1 The following are considered additional paid leaves requiring a qualifying event:
 - Industrial Accident and Illness Leave
 - Bereavement Leave
 - Military Leave
 - Required Legal Appearance
 - Jury Duty
 - Catastrophic Leave Bank
- 11.5 Industrial Accident and Illness Leave
 - For accidents or illness which are job-incurred, unit members shall be provided leave benefits under the following provisions:
 - A. Allowable leave shall be not less than sixty (60) days during which the district is required to be in session or when the unit member would otherwise have been performing work for the district in any one fiscal year for the same accident.
 - B. Allowable leave shall not be accumulated from year to year.
 - C. Industrial accident or illness leave shall commence on the first day of absence.
 - D. When a unit member is absent from their duties on account of an industrial accident or illness, they shall be paid the portion of the salary due them for any month in which the absence occurs, as, when added to their temporary disability indemnity under Division 4 or Division 4.5 (commencing with section 1600) of the Labor Code, will result in a payment to their of not more than their full salary. The phrase "full salary" as utilized in this section, shall be computed so that it shall not be less than the member's "average weekly earnings" as that phrase is utilized in Section 4453 of the Labor Code. For purposes of this section, however, the maximum and minimum average weekly earnings set forth in Section 4453 of the Labor Code shall otherwise not be deemed applicable.
 - E. Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.

- F. When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused industrial accident or illness leave due them for the same illness or injury.
- G. Upon termination of the industrial accident or illness leave, the unit member shall be entitled to the benefits provided in Education Code 87780, 87781 and 87786, and for the purposes of each of these sections their 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, they may elect to take as much of their accumulated sick leave which, when added to their temporary disability indemnity will result in a payment to them of not more than their full salary.
- H. During any paid leave of absence, the unit member may endorse to the district the temporary disability indemnity checks received on account of their 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 the salary warrants.
- I. Any unit member receiving benefits as a result of this section shall, during a period of injury or illness, remain within the state of California unless authorized by the governing board to travel outside the state.
- J. When all available leaves of absence have been exhausted and the unit member is not medically able to return to all the duties of their prior assignment, the district shall provide first priority in assigning such a unit member into classes where their disability, at the discretion of the district, does not hinder the performance of the duties required of their if they is otherwise qualified.

11.6 Bereavement Leave

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

11.7 Military Leave

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

11.8 Required Legal Appearance

- 11.8.1 A unit member who is subpoenaed 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 fee received for appearance as a witness.
- 11.8.3 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.
- Unit members are required to return to work during any day in which such appearance is not required.
- 11.8.5 The district may require verification of such appearance prior to, or subsequent to, providing compensation.

11.9 Jury Duty

- 11.9.1 A unit member who is called for jury duty will be granted the necessary time off with pay to fulfill this obligation.
- The unit member shall pay to the District any per diem fees paid by the court.
- 11.9.3 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.
- 11.9.4 Unit members are required to return to work during any day in which jury services are not required.
- 11.9.5 The District may require verification of jury duty prior to, or subsequent to, providing compensation.
- 11.10 Catastrophic Leave Program Catastrophic Leave is a leave of absence related to a serious health related condition of a regular employee (or immediate family member) who has exhausted all their own paid leave through a bona fide serious illness or accident. Catastrophic leave does not apply to such conditions as the flu, colds, and/or conditions requiring less than an absence of two weeks or to normal pregnancy and post-partum baby bonding.

The purpose of the Catastrophic Leave Program is to enable regular members to receive and donate sick leave credits to assist other members who have no leave and who will suffer a financial hardship due to prolonged illness or injury to themselves or a member of their immediate family.

Minimum leave donations must be at least eight (8) hours. Donations must be made in eight (8) hour increments. Every eight (8) hours of Catastrophic Leave will equal one (1) day of sick leave. A maximum of five (5) months of accrued leave may be donated in accordance with the employee's work schedule. In

no event may an employee receive and be paid for more hours than they would normally be scheduled to work.

The following conditions shall apply to Catastrophic Leave:

- 1. Catastrophic leave will be available only to employees who have exhausted their own paid leave through a bona fide serious illness or accident.
- 2. If an absence due to pregnancy is ordered in writing by the treating health care provider, such absence will qualify for catastrophic leave while the employee is incapacitated from work.
- 3. The leave program shall be administered by the Human Resources Department and Payroll Division.
- 4. Faculty members must be in regular appointed positions to be eligible for catastrophic leave.
- 5. All donations are to be confidential, between the donating member, Human Resources Department and Payroll Division.
- 6. Faculty members donating sick leave must have forty (40) hours of that leave available after making a donation.
- 7. Donating members must sign an authorization, including specifying the specific member to be a recipient of the donation. All donations are irrevocable.
- 8. Donations will be subject to applicable laws.
- 9. The availability of Catastrophic Leave shall not delay or prevent the College from taking action to medically separate or disability retire an employee.
- 10. Catastrophic Leave due to illness or injury of an immediate family member may require medical justification by a physician's statement as evidence that the presence of the faculty member is necessary.
- 11. Catastrophic leave ends upon the member's return to the regular work schedule.
- 12. If additional leave and donations are needed after the member is returned to the regular schedule, a new application must be submitted.
- 13. If a member is returned to work on a part-time schedule and donations still exist for that individual, the appointing authority must submit notification to the Payroll Division that intermittent use is authorized.
- 14. Catastrophic Leave Donation forms (Appendix H) will be processed in the order received. Once the requested number of donated hours are received, any remaining Catastrophic Leave Donation forms will be returned to the donating member(s).
- 11.10.1 The following are considered additional leaves, paid and unpaid with benefits maintained, requiring approval:
 - Additional Emergency Leave paid
 - Banked Leave paid
 - Sabbatical Leave unpaid unless using banked leave in conjunction with
 - Reduced Workload unpaid
 - Job Sharing unpaid

11.11 Additional Emergency Leave

- 11.11.1 Wherever a unit member's personal emergency leave provisions (described above in 11.3) have been totally exhausted in any fiscal year, and, additional personal emergencies occur, it may be considered cause for granting additional emergency leave.
- 11.11.2 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.

- 11.11.3 Any such additional emergency leave granted shall not be cumulative from year to year.
- 11.12 Banked time from overload teaching time allowance
 - 11.12.1 Prior to class scheduling each term, an academic staff member may submit to the Chief Instruction Officer a proposal for accumulating overload hours for the purpose of taking banked time from job responsibilities with full pay and fringe benefits at some future date to engage in endeavors of personal importance, including but not limited to professional improvement.
 - 11.12.2 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.
 - 11.12.3 A written agreement (letter of intent) between the academic staff member and the District must be approved by the Superintendent/ President.
 - 11.12.4 In the event a unit member is unable to take their banked time leave, with the approval of the District the unit member may be paid for the classes they has accumulated at their overload rate, but only if the following conditions have been met (IRC Reg. 1.45-2a):
 - a. separation from District employment
 - b. verifiable and documented serious and/or pressing need
 - 11.12.5 A unit member may elect, in coordination with an approved sabbatical leave, to also utilize earned banked time. See Article 11.13.
 - 11.12.6 The maximum accumulation of load bank is one full year of load using the same range as specified in 7.3.1.C (96.5% 103.5%).
 - 11.12.7 Load bank assignments must be used in the same increments they are earned. If there is no arrangement of load bank assignments that puts a unit member within the 96.5 103.5% range, then and only then, a load bank assignment may be split to get within the range and as close to 100% as possible.
 - 11.12.8 Student development faculty who earn load bank under the 177-day contract can only apply it back to 177 days of their own contract.

11.13 Sabbatical Leave

11.13.1 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.

11.13.2 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 they 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.

11.13.3 Types/Requirements

- A. Study Requires a planned program of courses or special projects to be undertaken or completed.
- B. Travel Requires the proposed program to 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.

11.13.4 Financial Arrangements

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

This election is not retroactive, is irrevocable during the leave, and must be communicated to the District in advance of the first day of the approved sabbatical leave. See also 11.12 – Banked Time from Overload Teaching.

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

11.13.5 Unit Member Commitment

- A. Unit members granted sabbatical leave shall accept the obligation to return to active full-time duty for twice the period of the leave, following return from leave. If a unit member takes a banked leave during this time, it shall count as part of that obligation.
- B. The unit member who is approved for a sabbatical leave shall, as the Board directs, sign the "Sabbatical Leave Agreement." In the event they does not return to the District for the required time commitment (Section 11.13.4(A)), the unit member shall make full restitution to the District for the compensation received while on sabbatical leave. In the case of death, illness, accident, or military leave, making their return impossible, the obligation above may be waived.
- C. If the unit member does not serve for the entire period of service agreed upon in the "Sabbatical Leave Agreement," the amount of compensation paid for the leave of absence shall be reduced by an amount which bears the same proportion to the total compensation as the amount of time which was not served bears to the total amount of time agreed on.
- D. The unit member and the authorized representative of the District shall sign the "Sabbatical Leave Agreement" that indicates the unit member's sabbatical plan and other conditions related to receiving the leave and meeting leave obligations.
- E. Unit members shall submit in writing to the Chief Instruction Officer for prior approval, any plans that deviate from the original leave proposal approved by the Board of Trustees.
- F. By the time period agreed to in the "Sabbatical Leave Agreement," the unit member shall submit to the Chief Instruction Officer a brief written report of the progress being made to meet the objectives of the leave.
- G. Within one (1) primary term after return to duty, a unit member who has completed a sabbatical leave shall submit to the Chief Instruction Officer a written report covering the sabbatical leave activity. When applicable, a transcript or other evidence of completion of the planned program shall accompany this report. A copy of the report, together with the Chief Instruction Officer's evaluation, shall be forwarded to the Superintendent/President as evidence of the unit member's completion of the sabbatical leave. If the Chief Instruction Officer and the unit member agree, the unit member shall present an oral report of the leave activity to interested members of the faculty, administration and Board.
- H. Should the Superintendent/President, after consultation with the LTPA Committee, determine that the intent of the leave had not been reasonably fulfilled, they 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.

11.13.6 District Commitment

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

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

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

- 11.14.1 Unit member participation is subject to the provisions of Education Code Sections 22713 and 87483 and, where applicable Government Code Section 20815, administrative directives and other related rules and regulations established by the State of California, STRS or PERS.
- 11.14.2 A unit member accepted into this program shall perform instructional services at times mutually agreed upon and set forth in a written contract for such services. These activities, by definition, shall be in the best interests of the College District.
- 11.14.3 The number of unit members participating in the program may be limited at the discretion of the Governing Board, when such limitation is in the best interest of the College District.
- 11.14.4 It is mandatory that both the minimum salary and minimum employment requirements are met.
- 11.14.5 The unit member failing to meet any of the above requirements will receive only that service credit based on the ratio of earnings to earnable salary, and will not receive the service credit that would have been received if employed on a full-time basis.
- 11.14.6 In addition to the minimum qualifications and participation requirements stated in Education Code Sections 87483 and 22713 and Government Code Section 20815, STRS and PERS requires that:
 - A. The agreement or contract must be executed by the employer and unit member, in writing, and submitted to the STRS or PERS through the County Superintendent of Schools to arrive at least fifteen (15) days prior to the participation in the Reduced Workload Program at the beginning of the school year or before the beginning of the second half of the school year, if only the second half is to be considered reduced workload service.
 - B. The unit member must be identified and reported to STRS or PERS in accordance with the County/District Procedures Manual instructions.
 - C. Contributions for the unit member and employer must be submitted to STRS and PERS based on the amount the participant would have earned if employed on a full-time basis regardless of the schedule of employment.

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

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

The following are considered unpaid leaves without benefits, requiring approval

- Long-term leave
- Short-term leave

11.16 Long Term Leave Without Pay

- A. Written request for long-term leave without pay, i.e., leaves of over one (1) month, for personal reasons, shall be presented to the appropriate area Dean/Director. A request for long-term leave without pay must be subsequently approved by the Chief Instructional Officer/Chief Student Services Officer, the Superintendent/President and the Board. The LTPA Committee will be informed if leave is approved.
- B. Unit members granted long-term leave without pay shall accept the obligation to return to active full-time duty for twice the period of the leave, following return from leave.
- C. As a condition to the Board's granting of long-term leaves, the unit member agrees that they 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 they intends to return the following fall. Where notification is not received within the time limits established, the unit member is determined to have resigned their position.
- D. 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 their position.
- E. The Board shall cause the unit member on return, where eligible, to be reinstated in the position held by them at the time of granting of the leave.

11.17 Short-Term Leave – Discretion of the Superintendent/President

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

11.18 LTPA Committee (See Article XXI)

ARTICLE XII

BENEFITS

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

- 12.4 The District's Annual Contribution to Plan Benefits
 - 12.4.1 The District's annual contribution cap to plan benefits will be based on the sum of the cost of dental, vision, group life insurance, and the base medical plan. The base medical plan is defined as the medical plan option whose cost, when combined with the previously mentioned benefits, most closely reflects the District's negotiated contribution cap to benefits. The District and BCEA may at any time evaluate other plans in other JPAs to determine what is in the best interest of the BCEA members and the District.
- 12.5 The District's annual contribution cap to Plan Benefits (medical, dental, vision and life insurance) will be as follows for the next three years:
 - 2021-22: 2020-21 contribution + 2% or funded statutory COLA, whichever is the higher of the two
 - 2022-23: +2% or funded statutory COLA, whichever is the higher of the two
 - 2023-24: + 2% or funded statutory COLA, whichever is the higher of the two

Annual contribution amounts will change effective on the date that medical plan rates change. For 2021-22, this date is October 1, 2021. Prior to the conclusion of the 2023-24 fiscal year, the District and BCEA will reopen negotiations regarding the benefits contribution.

- 12.5.1 If the total required benefits (Section 12.3.1) and the medical plan chosen by the member exceed the District's yearly contribution, the unit member shall pay the difference as a salary reduction. If the total required benefits and the medical plan chosen by the member is less than the District's yearly contribution, the unit member shall receive that difference as supplemental pay in their monthly warrants in that year (cash-in-lieu of benefits).
- 12.5.2 Unless agreed to by BCEA and the District, the District's and the employee's yearly contribution to Plan Benefits will not be less than the contribution made in the prior year unless the total cost of Plan Benefits decreases. The District's and the employee's contribution to Plan Benefits would then be decreased proportionately.
- 12.6 Outside of the Section 125 Benefits Plan, the District shall provide a maximum of \$0.95 per \$100 of insured salary towards long-term disability for each unit member.
- 12.7 Medical insurance benefit for retired unit members hired on or before July 1, 1988.
 - 12.7.1 Unit members are eligible for retirement medical benefit when they reach fifty-five (55) years of age if they have served at least ten (10) years of full-time employment with the District. Under such conditions the District agrees to pay a medical benefit for the life of the retired unit member. His or her eligible dependents covered at the date of retirement will continue to be covered so long as they remain eligible dependents. Any dependent added after retirement that results in a premium increase may be covered at the retiree's cost as permitted by the medical plan provider.
 - A. Paid District academic service rendered by the unit member pursuant to E.C. 87482 prior to employment in a District contract position shall be prorated for the purposes of determining the minimum ten (10) years of full-time employment required above.
 - B. The District will provide at no cost to the retiree, a retiree medical plan made available by the medical plan provider that is closest in cost to the base medical plan provided to active employees.

- C. When a unit member who has been granted retirement benefits reaches the age of eligibility for Social Security health insurance benefits, the District shall reduce its level of insurance coverage for the unit member to a level that supplements Medicare Plans A and B or their successors.
 - 1. The District will provide supplemental health insurance coverage that, when combined with Social Security health insurance plans, will be as similar as reasonably possible to, though not necessarily exactly the same as, the base plan.
 - 2. If a retired unit member does not qualify for Medicare at the age when the retired unit member would have qualified, the District will not continue medical coverage unless Medicare is obtained by the retired unit member.
 - 3. A unit member who has been granted retirement benefits by fulfilling the requirements herein stated and who subsequently obtains employment outside the District with an employer that provides medical insurance to them shall be required to terminate the medical insurance provided by the District.
- 12.7.2 Retiree Benefit Buyout: In lieu of receiving medical benefits after retirement, a retiree may elect to have the District "buyout" their retiree medical benefits for the equivalent of one year of the current cost of the base plan. This buyout will be paid in one lump sum.
- 12.8 Medical insurance benefit for retired unit members hired after July 1, 1988
 - Unit members are eligible for retiree medical benefits when (a) they reach fifty-five (55) years of age and (b) they have served at least fifteen (15) years of full-time employment with the District, or the combination of years of age and years of service equal or exceed seventy (70). Example: a member who wants to retire at age 57 must have served at least 13 years of full-time employment with the District, 57 + 13 = 70. Under such conditions the District agrees to pay a medical benefit until and only until such time the retiree qualifies or would have qualified for Medicare. His or her eligible dependents covered at the date of retirement will continue to be covered so long as they remain eligible dependents. Any dependent added after retirement that results in a premium increase may be covered at the retiree's cost as permitted by the medical plan provider.

BCEA unit members hired before July 1, 2018 are eligible for retirement medical 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 medical benefits until and only until the retiree qualifies or would qualify for Medicare.

- A. Paid District academic service rendered by the unit member pursuant to E.C. 87482 prior to employment in a District contract position shall be prorated for the purposes of determining the minimum fifteen (15) years of full-time employment required above.
- B. The District will provide at no cost to the retiree, a retiree medical plan made available by the medical plan provider that is closest in cost to the base medical plan provided to active employees.
- C. A unit member who has been granted retirement benefits by fulfilling the requirements herein stated and who subsequently obtains employment outside the District with an

- employer that provides medical insurance to their shall be required to terminate the medical insurance provided by the District.
- 12.8.2 Retiree Benefit Buyout: In lieu of receiving medical benefits after retirement, retiree may elect to have the district "buyout" their retiree medical benefits for 50% of the total current annual cost of the base plan, per each eligible year of plan participation. (Example: Annual base plan cost = \$10,000; 50%= \$5,000; eligibility years = 5 years; Total one time buyout= \$25,000). This buyout will be paid in one lump sum.
- 12.9 Purchase of Medicare Supplement, Dental or Vision Plans
 - 12.9.1 Retirees may purchase Medicare Supplement, Dental or Vision plans at District rates plus administrative fee (cost neutral to the District), so long as this is allowed by the benefits provider.
 - A. Surviving spouses, of deceased employees or retirees, may purchase Medicare Supplement, Dental or Vision plans at District rates plus administrative fee (cost neutral to the District) so long as this is allowed by the benefits provider.

ARTICLE XIII

COMPENSATION

13.1 Salary Schedules

- For the period of this contract the salary shall be in accordance with the schedule attached hereto as Appendix B incorporated herein by reference and adjusted as described in 13.2.
- 13.1.2 Any course work or projects to be used for column movement must have prior approval of the LTPA Committee (see Appendix B).
- 13.1.3 All work under 13.1.2 must be completed by August 1 to be effective for the balance of the fiscal year.
- 13.2 The salary schedule contained in Appendix B hereto will be adjusted by use of the following criteria:
 - 13.2.1 The District will adjust the salary schedule to reach 100% of the average of a selected 20 districts according to the following procedure (hereafter referred to as the 20-school average). Basic aid districts will not be included in the selected 20 schools as these districts do not receive state apportionment dollars.
 - A. From the Recalculation Apportionment Reports (Exhibit C) for the preceding year, the ten districts whose funded apportionment FTES above Butte College and the ten districts below will be selected for salary schedule comparison.
 - B. The benchmark salary equals the highest non-doctorate column, step 15 or equivalent for the districts in the 20-school average, as listed in the most current academic salary schedule. This average will be used to calculate the percentage increase for all steps of the salary schedule. The average salaries of the twenty selected districts shall be calculated after excluding the two highest and the two lowest benchmark salaries.
 - C. The 20-school average used to determine the annual salary increase will be calculated and rounded to the nearest ten thousandth decimal point (0.0000). All stipends granted under this contract will also be adjusted using the percentage.
 - D. The District will adjust the salary schedules to reach 100% of the 20 school average in the first year of this new contract and every 3 years thereafter, and then add the funded state COLA. The funded state COLA for each of the following years will then be added each year to the academic salary schedule for the duration of the contract. The increase each year will also be applied to all schedules/stipends within this contract.
 - E. Under no circumstances will the salary schedules decrease. At no time will a negative COLA, or a negative percentage be applied to the salary schedules or any form of pay including stipends.
- 13.3 The salary for duties assigned unit members beyond the days of normal service shall be computed by using the following formula:

Daily Rate = $\frac{\text{Contract Salary}}{\text{Contract Days}}$

- 13.4 The remuneration for additional duties shall be in addition to contract salary and in accordance with the schedule attached hereto as Appendix D, incorporated herein by reference. Appendix D will be adjusted at the same time Appendix B is adjusted.
- 13.5 Non-classroom unit members working 199 days will be paid from the 11-month 199-day salary schedule. For the 2021-22 academic year, this 11-month salary schedule will be increased by 2.2086% to bring the daily rate equal to the daily rate of the 10-month academic salary schedule.
- 13.6 Instructional Department Chairs shall receive the following compensation and assigned teaching or service load reduction to perform coordination functions (see Appendix 7.2.10 for job description).
 - Department Chair I The assigned time reduction on the teaching load shall equal fifty percent (50%). Compensation will be a stipend as indicated on the salary schedule (see Appendix B).
 - Department Chair II The assigned time reduction on the teaching load shall equal forty percent (40%). Compensation will be a stipend as indicated on the salary schedule (see Appendix B).
 - 13.6.3 Department Chair III The assigned time reduction on the teaching load shall equal thirty percent (30%). Compensation will be a stipend as indicated on the salary schedule (see Appendix B).
 - 13.6.4 Department Chair IV- The assigned time reduction on the teaching load shall equal twenty percent (20%). Compensation will be a stipend as indicated on the salary schedule (see Appendix B).
- 13.7 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 (2-1/2 %) of contractual salary.
- 13.8 Coordinator of Job Placement and Work Experience, Coordinator of Career Services/GAIN, Coordinator of Disabled Student Programs and Services, Coordinator of Transfer Center Compensation will be five percent (5%) of contractual salary.
- 13.9 Instructional Computing Coordinator Compensation will be five percent (5%) of contractual salary.
- 13.10 Coordinator of Activities/Orientation Compensation will be five percent (5%) of contractual salary.
- 13.11 EOPS Coordinator Compensation will be 3.94% of Column IV, Step 13.
- 13.12 Coordinator of Center for Academic Success Compensation will be 5.2% of Column IV, Step 13 on the academic salary schedule.
- 13.13 Staff Development Coordinator The assigned time reduction to perform coordinator duties shall equal fifty percent (50%) of the teaching load.
- 13.14 Doctorate stipend shall be the appropriate step of Class IV + 6.6% of the base of the salary schedule (Column I, Step 1).
- 13.15 Non-classroom unit members on 199 day (eleven month) contracts will be compensated at the same daily rate as the 10-month academic salary schedule.
- 13.16 Non-classroom unit members on 221 day (twelve month) contracts will be compensated at 12/10ths of the academic salary schedule.

- 13.17 All stipends granted under this contract will be adjusted by the cost of living percent granted to salary increases at Column IV, Step 13 (see 13.2.1).
- 13.18 Chair of Counseling Services Compensation will be equal to instructional Department Chair Level III (see Appendix B). The assigned time reduction will be listed in Appendix E 7.2.9.
- 13.19 Special Education (SPE)/Occupational & Life Skills (OLS) Coordinator- Compensation will be five percent (5%) of contractual salary.

ARTICLE XIV

PAST PRACTICES

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

ARTICLE XV

WAIVER OF BARGAINING

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

ARTICLE XVI

SEPARABILITY AND SAVINGS

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

ARTICLE XVII

SUCCESSOR AGREEMENT

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

ARTICLE XVIII

SETTLEMENT OF DIFFERENCES BY PEACEFUL MEANS

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

ARTICLE XIX

SENATE RIGHTS/COMPETENCY/FACULTY SERVICE AREAS

19.1 Academic Senate Rights

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

19.2 Grandparenting Current Credentials

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

19.3 Faculty Service Areas

- 19.3.1 The faculty service areas of the District are those listed on the District's website.
- 19.3.2 Every contract or regular employee shall be deemed to have been employed on the date upon which he/she first rendered paid service. The Education Code (Section 87414) requires the District to determine the order of employment (seniority ranking) by lots drawn by all academic employees with tied seniority dates. The District will determine a seniority ranking list by using the following procedures:
 - A. When necessary, the District will have a lottery within 30 days of the date service was first rendered by the employee.
 - B. Each employee, or their designee, may appear for the drawing on the date and time designated by the District. Drawings may be conducted remotely at the discretion of the District.
 - C. All drawings will be conducted electronically using a software program identified by the District
 - D. Depending on the number of tied hire dates, the District will enter the appropriate employees into a software program to randomly draw ranking numbers.

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

19.4 <u>Competency Standard</u>

- 19.4.1 Competency for all unit members employed prior to June 30, 1993, will be minimum qualifications.
- 19.4.2 For unit members not working within their disciplines, competency will be minimum qualifications.
- 19.4.3 Beginning fall primary term 1993, all new academic employees, except for Unit members serving under Section 19.4.2, in order to maintain competency in a discipline within a FSA, must meet the criteria in either A or B below.
 - A. For instructional faculty:
 - 1. Has taught two classes in the discipline in the last five years, or
 - 2. Has taken two classes in the discipline in the last five years, or (Prior approval of classes must be obtained from Chief Instruction Officer. If disapproved, instructor may appeal to Equivalency Committee for final decision, See appendix.)
 - 3. Has worked in a discipline-related job for one primary term in the last five years (relevance to be decided by the Equivalency Committee).
 - B. For student development faculty:
 - 1. Has taught two classes in the discipline in the last five years (assuming there are classes in that discipline), or
 - 2. Has taken two classes in the discipline in the last five years (Prior approval of classes must be obtained from Chief Instruction Officer. If disapproved, instructor may appeal to Equivalency Committee for final decision. See appendix.), or
 - 3. Has worked in a discipline-related job for one primary term in the last five years (relevance to be decided by the Equivalency Committee).

ARTICLE XX

INTELLECTUAL PROPERTY RIGHTS

20.1

A. Mission and Purpose

In the interest of academic freedom, the District values and protects intellectual property rights. In keeping with our vision statement, "Butte College transforms the lives of its students and communities while transforming itself through college-wide collaboration that models sustainability," the District promotes collaboration and the sharing of original works among its faculty.

The District and all employees have a mutual interest in establishing an environment that fosters and encourages the creativity of faculty members. The purpose of this agreement is to establish ownership of creative products of faculty members when District resources are used.

B. **Definitions**

- 1. "Works" means any material that is eligible for copyright protection including, but not limited to books, articles, dramatic and musical compositions, poetry, instructional materials (e.g. syllabi, lectures, student exercise, multimedia programs, and tests), fictional and non-fictional narratives, analyses (e.g. scientific, logical, opinion or criticism), works of art and design, photographs, films, video and audio recordings, computer software, architectural and engineering drawings, and choreography.
- 2. "District Support" includes the use of District funds, personnel, facilities, equipment, materials, or technology. District Support may be either nominal or substantial, or a combination thereof.
 - a. "Nominal District Resources" includes those that are customarily available or provided in the course of the faculty member's usual appointment or assignment, such as but not limited to the following: support services provided by other employees, standard indirect costs, the use of computers, photocopy machines, office supplies, the use of an assigned office and telephone, library services, software, multi-media equipment, learning management system for delivery of online learning, compensation for any required training, and performance capture equipment available for use by any faculty member. A budget which is customarily provided for the faculty member's usual appointment or assignment shall be considered a Nominal District Resource.
 - b. "Substantial District Resources" shall be direct costs to the district and include the provision of a budget over and above any budget customarily provided for the faculty member's usual appointment or assignment. The assignment by the District of other employees to provide secretarial, technical, or creative services specifically for the creation of the Work shall be considered Substantial District Resources. Expensive or substantial District equipment, facilities, and/or other resources (professional recording and filming studios, professional television cameras, etc.) are Substantial District Resources. Reassigned time or stipends allocated for the creation of specific Works are Substantial District Resources; such specific Works include the creation and delivery of new online courses.

C. Policy

- 1. Copyrights for Works created by a faculty member using Nominal District Resources will be owned by the faculty member. This is the case even if those Works are created in connection with courses taught or other duties performed as a faculty member while employed by the District unless an alternative agreement has been specified under the terms of an Intellectual Property Rights Agreement form between the District and faculty member (see Appendix J). Such Works cannot be used by the District or any District employee other than the faculty member unless the faculty member has specifically consented to this in the agreement form.
- 2. Copyrights for Works by a faculty member created under a contract which specifically identifies such Works as being "for hire" shall be the property of the District unless an alternative agreement has been specified under the terms of an Intellectual Property Rights Agreement form between the District and faculty member (See Appendix J). Such Works cannot be used by the faculty member unless the District has consented to this in the agreement form.
- 3. Copyrights for works created by a faculty member using Substantial District Resources shall belong both to the District and faculty member. All royalties or profits are to be divided as provided in the Intellectual Property Rights Agreement form to be signed before the project is begun (See Appendix J). Any use by either the District or the faculty member of pertinent Works must be permitted by the terms of the agreement form.
- 4. If the Work in question is the creation of a new online course by the faculty member receiving Substantial District Resources, both the District and the faculty member are automatically restricted in their use of such course for an initial two year period. During this two year period, the District agrees that no other District employee will use the course. During this same period, the faculty member agrees that they will not use the course in any manner other than within their District employment. Any exception to this automatic two year restriction by either party must be documented in an Intellectual Property Rights Agreement form.

D. **Dispute Resolution**

Disputes between a faculty member and the District concerning this Agreement shall be resolved pursuant to the grievance procedures contained in the District's agreements with BCEA and PFA but with one exception to those procedures: should an arbitrator be necessary, the arbitrator chosen by the parties should be an expert in copyright law. If the parties are unable to agree on an arbitrator, one should be chosen in accordance with the commercial arbitration rules of the American Arbitration Association. The District and the faculty member's association shall share equally in the payment for the services and expenses of the arbitrator. Arbitration is advisory and not binding. (Current grievance procedures are specified in this agreement under Article X and in the PFA Agreement under Article IX.)

Butte-Glenn Community College District Intellectual Property Rights Agreement Form

1.	This work is titled:
2.	It is proposed by:
3.	The description of this work is as follows:
4.	Is this a work created by a faculty member using Nominal District Resources, a work done "for hire," or a work created by a faculty member using Substantial District Resources?
5.	If there is an expectation for the contribution of Substantial Resources from the District? If yes, describe:
6.	What is the expected faculty contribution and compensation?
7.	Ownership of copyrights and royalties to the product shall be % faculty member and % District
8.	Usage allowed of this work is as indicated in the District/BCEA/PFA Intellectual Property Rights Policy unless different usage or competition policy is specified here:

Ten working days prior to signing by the faculty member and District, this agreement will be shared with the faculty member's representative union. BCEA and PFA also recommend that the faculty member personally review this agreement form with a union representative prior to signing. As stated in the Intellectual Property Rights Agreement between the District and the Associations, if the Work in question is the creation of a new online course by the faculty member, both the District and the faculty member are automatically restricted in their use of such course for an initial two-year period. During this two-year period, the District agrees that no other District employee will use the course. During this same period, the faculty member agrees that they will not use the course in any manner other than within their District employment. Any exception to this automatic two-year restriction by either party must be documented in this Agreement Form.

Faculty Signature	Date
District Signature	Date

ARTICLE XXI

LEAVE, TENURE, AND PROFESSIONAL ADVANCEMENT COMMITTEE

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

Leave

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

<u>Tenure</u>

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

Professional Advancement

3. Review and provide recommendation for professional advancement.

Leaves Process

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

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

- D. The LTPA Committee shall review all applications submitted, shall determine in accordance with the LTPA Committee-established criteria the acceptability for leaves and the settlements of banked time referrals, and shall provide a list of the acceptable applications for leaves and the settlements of banked time referrals to each applying unit member each time that leaves and the settlement of banked time referrals are recommended to the Superintendent/President and the Board.
- E. The LTPA Committee shall provide the Superintendent/President with the recommended leave applications, which shall, together with the Superintendent/President's recommendation, be submitted for action and decision by the Board. If the Superintendent/President's recommendations differ from the LTPA Committee's, they must provide a written statement of their rationale to the LTPA Committee and any applicant whose priority was lowered.
- F. Should the final decisions made by the Board deviate from the LTPA
- G. Committee's recommendation, the Board will provide the LTPA Committee and any applicant denied a leave with a written explanation of their selections.

Evaluation Review Process (probationary faculty)

- A. The results from each evaluation team are passed to the LTPA Committee which in turn sends them to the Chief Instruction Officer. Each year, the LTPA Committee, exercising its oversight function, shall prepare two tenure reports. The first report shall include:
 - 1. A list of all unit members in the tenure process.
 - 2. The year (one to four) of service of each such unit member.
 - 3. Any such member not evaluated that year.

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

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

The second report shall include:

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

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

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

Professional Advancement Process

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

ARTICLE XXII

DURATION AND REOPENERS

22.1 <u>Duration</u>

- 22.1.1 This Agreement shall be effective as of July 1, 2021, and shall continue in full force and effect until June 30, 2024 with reopeners as follows:
 - Article VI Online Evaluations
 - Article VII Chair Selection/Job Description/Compensation
 - Article XXI LTPA/Column Movement
 - Appendix D Additional Duties/Compensation/Responsibilities
 - Appendix E Faculty Job Descriptions

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

Shaaron Vogel (Aug 5, 2021 07:24 PDT)

President, Butte College Education Association

Ratified: June 8, 2021

John Dahlmeier (Aug 5, 2021 06:31 HST)

President, Board of Trustees
Butte-Glenn Community College District
Approved: June 30, 2021

Attest:

Clerk, Board of Trustees

	California NT RELATIONS (KINRI) Appendix Al
In the Matter of:))
BUTTE COMMUNITY COLLEGE DISTRICT) Type of Election
Employer,) (Check One)
BUTTE COLLEGE EDUCATION ASSOCIATION, CTA/NEA Employee Organization,)) X Consent Agreement
and BUTTE COLLEGE INDEPENDENT FACULTY	Board Direction
ASSOCIATION Employee Organization.) Docket No. S-R-627
CERTIFICATION	OF REPRESENTATIVE
An election having been conducted in the of the Regional Director of the Public accordance with the Rules and Regulation having been filed to the Tally of Ballot the conduct of the election, within the Pursuant to authority vested in the und Relations Board, IT IS HEREBY CERTIFIED ballots have been cast for	ons of the Board; an no objections ots furnished to the parties, or to time provided therefor; dersigned by the Public Employment
BUTTE COLLEGE EDUCAT	TON ASSOCIATION, CTA/NEA
and that, pursuant to the Public Employee employee organization is the exclusive in the unit set forth below.	ment Relations Act, described representative of all the employees
Shall Include: All permanent full-time and all probationary full-time comployees assigned to	e certificated contract employees ull-time certificated contract the instructor salary schedule.
Small Exclude: All other certificated	District employees.
Signed at Sacramento, California	
On the 27th day of February	1978
	On behalf of PUBLIC EMPLOYMENT RELATIONS SOARD () Kegional Director

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MPLOYMENT RELATIONS BOARD	Appendix A2
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BUTTE COMMUNITY COLLEGE DISTRICT)	Case Numbers: S-R-627; S-UM-133
Employer,	Date Exclusive Representation Obtained:
and)	Voluntary Recognition:
BUTTE COLLEGE EDUCATION ASSOCIATION/CTA/NEA	. PERB Certification: June 21, 1979
Exclusive Representative	Consent Election
	X Directed Election
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	ERTIFICATION
MODIFICATION OF UNIT: _	CERTIFICATED
Relations Board, the following mo	the undersigned by the Public Employment odification of the above-referenced unit ial Education Teachers to the established
	tion shall not be considered to be a new computing time limits pursuant to PERB
	hould not be interpreted to mean that the stion to be an appropriate unit in a
disputed case.	
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disputed case.	On behalf of PUBLIC EMPLOYMENT RELATIONS BOARD

PERB-150 (11/80) av

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Buc	EMPLOYMENT RELATI	ONS BOARD			6 - 1983	
	Butte Community Col Employer,	lege District,	33	# ;	Type of Ele	ection
	and				Conse	mt Agreement
	Butte College Educa CTA/NEA,	cion Association	1		Board	Directed
	and				X RD Da	rected
	Butte Faculty Allia Employee Orga				Case Number	: S-R-627; S-D-54
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	and that, pursuant described employee employees in the u	organization is	the excl	Employer-Emplo usive represer	oyee Relation	ons Act, all the
		Full-time instr District and al contract employ schedule.	uctors in 1 probati	onary full-time	me certifica	ted
	Shall <u>EXCLUDE</u> :	All other certi				
	Signed at Sacrament	o, California				5
	On the 5th day of	E April, 1983.		half of C EMPLOYMENT	RELATIONS BO	DARD
			Regio	pal Director	vana	reg .
	ls					

BUTTE-GLENN COMMUNITY COLLEGE DISTRICT ACADEMIC SALARY SCHEDULE

10-month, 177-day Schedule 8.4236% granted 2021-2022

P					
<u>STEPS</u>	CLASS I	<u>CLASS II</u>	CLASS III	CLASS IV	
1	58,359.91	63,566.38	68,779.05	73,988.64	
2	61,481.94	66,696.18	71,901.07	77,118.44	
3	64,608.61	69,821.29	75,035.51	80,241.98	
4	67,733.71	72,946.42	78,155.96	83,367.08	
5	70,863.51	76,068.40	81,285.77	86,495.33	
6	73,987.06	79,190.42	84,406.19	89,618.89	
7	77,107.52	82,321.79	87,526.65	92,737.80	
8	80,237.30	85,448.42	90,656.45	95,872.22	
9	83,357.77	88,570.44	93,786.24	98,997.37	
10	86,493.78	91,700.22	96,909.81	102,124.05	
11	86,493.78	94,825.35	100,039.59	105,365.82	
12	86,493.78	94,825.35	100,039.59	108,375.83	
13	86,493.78	94,825.35	100,039.59	111,499.39	
14	86,493.78	94,825.35	100,039.59	111,499.39	
15	86,493.78	94,825.35	100,039.59	111,499.39	
LONGEVITY (LC	ONGEVITY	STEPS ARE 16, 20	AND 24)		
16	90,697.84	99,434.37	104,902.05	116,918.85	
17	90,697.84	99,434.37	104,902.05	116,918.85	
18	90,697.84	99,434.37	104,902.05	116,918.85	
19	90,697.84	99,434.37	104,902.05	116,918.85	
20	94,901.89	104,043.38	109,764.50	122,338.33	
21	94,901.89	104,043.38	109,764.50	122,338.33	
22	94,901.89	104,043.38	109,764.50	122,338.33	
23	94,901.89	104,043.38	109,764.50	122,338.33	
24	99,105.95	108,652.40	114,626.96	127,757.78	
Department Chair Reassigned Time/Stipends					
Department Chair I	50%	14,960.25			
Department Chair II	40%	14,586.24			
Department Chair III	30%	12,466.88			
D	2007	0.100.45			

Doctorate Stipend 3,851.75

20%

8,103.47

Department Chair IV

SALARY SCHEDULE PLACEMENT

Maximum initial placement on the salary schedule shall be Step 6 of the appropriate class. Unit members shall receive appropriate credit for previous full-time teaching, instructional support services and related work experience that may allow them a maximum of five (5) steps on the salary schedule, therefore placing them on Step 6. One (1) year step credit will be granted for each two (2) years of full-time work experience related to their initial employment assignment to a maximum of ten (10) years full-time related work experience. A combination of full-time teaching and related work experience may be used for initial placement but the maximum initial salary placement shall be Step 6. The Administration may place above the sixth (6th) step when deemed necessary for the purpose of hiring qualified applicants. The unit member will proceed through Step 15 annually. At that point, longevity is granted at Steps 16, 20 and 24.

DOCTORAL STIPEND

To receive the doctor's degree stipend (see 13.14), 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.

** Column Movement Units:

- 1. Units taken must be job-related and have prior approval of the LTPA Committee and by the Chief Instruction Officer.
- 2. Other experiences may be used in lieu of college units with prior approval of the LTPA Committee and confirmed by the Chief Instruction Officer. The LTPA Committee confirmed by the Chief Instruction Officer will convert these experiences to a unit value.
- 3. See LTPA Committee guidelines for submission.

CLASS AND STEP REQUIREMENTS

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

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

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

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

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

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

- A. 1. M.A. Degree +24 semester units.
 - 2. B.A. Degree + 60 semester units, including M.A. Degree
- B. 1. A.A. Degree + 4 years related work experience + 76 semester units to A.A. Degree + 7 years related work experience + 40 semester units.
 - 2. B.A. Degree + 2 years related work experience + 36 semester units to
 - B.A. Degree + 4 years related work experience + 30 semester units.
 - 3. M.A. Degree + 2 years related work experience + 0 semester units.

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

- A. 1. M.A. Degree + 48 semester units.
 - 2. B.A. Degree + 84 semester units, including M.A. degree.
- B. 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 assistant superintendent, the instructional dean and the instructor involved.

BUTTE COMMUNITY COLLEGE DISTRICT FULL-TIME FACULTY OVERLOAD & NON-INSTRUCTIONAL HOURLY SALARY SCHEDULE 8.4236% granted 2021-2022

Percentage increase will be the same as applied to steps 1-15 of the salary schedule as per 13.2.1

		<u>CLASS I</u>	<u>CLASS II</u>	<u>CLASS III</u>
STEP	I	61.68	64.76	68.00
STEP	II	64.76	68.00	71.42
STEP	III	68.00	71.42	74.97
STEP	IV	71.42	74.97	78.74

INITIAL SALARY PLACEMENT**

Non-Vocational

Initial salary placement for instructors in the non-vocational areas will be established according to degrees and accumulated units.

Vocational

Initial salary placement for vocational instructors will be based on a combination of education and work-related experience. One year of full-time related work experience is equated to twelve semester units. This applies only to those programs classified as vocational by the District.

Only overload assignments at Butte College are considered for step movement on the full-time overload & non-instructional hourly salary schedule. A semester equals an assignment of 24 hours or more.

(COURSES TAUGHT DURING SUMMER SESSION COUNT AS A SEMESTER'S EXPERIENCE. ONE YEAR OF ADMINISTRATIVE (EDUC) EXPERIENCE AT BUTTE COLLEGE EQUATES TO THREE SEMESTERS OF EXPERIENCE.)

TEACHING EXPERIENCE: STEP I - 1-6 SEMESTERS

STEP II - 7-9 SEMESTERS STEP III - 10-12 SEMESTERS STEP IV - 13+ SEMESTERS

PLACEMENT:

A Track = Placement of both career and non-career area instructors.

B Track = Placement of career area instructors only.

CLASS I

- A. M.A. Degree or Equivalent
- B. H.S. Diploma + 6 years related work experience

CLASS II

- 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 to -
 - 2. B.A. Degree + 2 years related work experience + 36 semester units to B.A. Degree + 4 years related work experience + 12 semester units to -
 - 3. M.A. Degree + 2 years related work experience + 0 semester units

CLASS III

- A. 1. Doctorate in related field
 - 2. M.A. Degree + 48 semester units
 - 3. B.A. Degree + 84 semester units, including M.A. Degree
- B. A. Degree + 2 years related work experience + 60 semester units to -
 - B.A. Degree + 5 years related work experience + 24 semester units to -
 - 2. M.A. Degree + 2 years related work experience + 24 semester units to M.A. Degree + 3 years related work experience + 12 semester units

^{**}After the initial placement, all units taken for column movement must have prior approval of the Chief Instructional Officer.

APPENDIX C

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APPENDIX D

REGULAR ACADEMIC ADDITIONAL DUTIES COMPENSATION SCHEDULE 8.4236% granted 7/1/2021

ADDITIONAL DUTY ASSIGNMENT

COACHING STIPEND

Head Football	14,654.92
Assistant Football	12,422.70
Head Basketball	14,654.92
Assistant Basketball	8,653.56
Baseball/Softball	10,884.25
Assistant Baseball/Softball	8,653.56
Track	10,884.25
Track Assistant	8,653.56
Wrestling	10,884.25
Tennis	10,884.25
Volleyball	10,884.25
Cross Country	10,884.25
Golf	10,884.25
Soccer	10,884.25
Assistant Soccer	8,653.56

OTHER

Pep Team	6,276.67
Band	3,346.02
Choral	3,346.02
Journalism	2,229.12
Club Advisor	1,115.32
SIFE	10,884.25
Phi Theta Kappa	10,884.25
Drama	10,884.25
Forensics	10,884.25

ACADEMIC JOB DESCRIPTIONS

7.2.1 FULL-TIME COLLEGE INSTRUCTOR

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

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

- 1. Is knowledgeable about and abides by College policies and procedures. This includes the accurate and timely submission of all reports, grades and paper work.
- 2. Meets deadlines and time targets.
- 3. Orders instructional materials, equipment and textbooks with sufficient lead times.
- 4. Assists in scheduling.
- 5. Assists in course staffing functions.
- 6. Provides assistance and help to other full-time, part-time and/or new instructors.
- 7. Coordinates plans and activities with others.
- 8. Provides information for the development of departmental budgets.
- 9. Monitors expenditures to keep within authorized budget spending appropriations.
- 10. Exercises good judgment in the use of and/or management of facilities, equipment and supplies.
- 11. Attends assigned meetings as requested.
- 12. Is punctual to assigned meetings.
- 13. Works well with peers, classified staff and administration.
- 14. In general, is easy and cooperative to work with.
- 15. Does their fair share of outside of class departmental duties and responsibilities, including contributing to unit plan and program review processes.
- E. College-wide Service- Demonstrates a pattern of College-wide service including one or more of the following:
 - 1. Volunteers to serve on College committees.
 - 2. When requested, serves on College committees and project teams.
 - 3. Serves as a sponsor to student clubs and organizations.
 - 4. Participates in faculty/college governance.
 - 5. Participates on special project teams or ad hoc committees.
- F. Community service (optional)
 - 1. The College values the contributions made to the local community by the instructional staff, however, such contributions are at the option of the instructor and are not a formal requirement of the position.
- G. The education, experience, aptitudes, skills, etc., for instructional positions differ by type of academic or vocational program. Refer to job announcements for specific job specifications.
- H. For Cal Works instructors only, Section 7.2.1(D) 15 and Section 7.2.1(E) 2 together mean: Works closely with public employment and training service agencies to coordinate instruction and curriculum.

7.2.2 COUNSELORS

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

7.2.3 LEARNING DISABILITIES SPECIALIST

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

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

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

7.2.5 LEARNING RESOURCE SPECIALIST

- A. Student development faculty responsibilities represent a forty-hour week (199 days). The responsibilities of the Learning Resource Specialist include, but are not limited to the following:
 - 1. Maintain a supportive learning environment in the Center for Academic Success both on and off campus.
 - 2. Maintain and support a comprehensive tutor training program, including the possible teaching of tutor training courses.
 - 3. Implement and support a comprehensive tutoring program.
 - 4. Implement and support a Supplemental Instruction Program.
 - 5. Provide effective learning assistance for high-risk students seeking tutorial help.
 - 6. Teach courses offered in the program, meeting "teacher of record" requirements as necessary.
 - 7. Maintain and update a tracking system for students using the Center for Academic Success.
 - 8. Maintain existing learning resource materials, identify new materials (including software), and make them available to faculty, tutors and students.
 - 9. Promote the Center and provide outreach to faculty and students.
 - 10. Act as a liaison to faculty in various disciplines to ensure appropriate services are available.
 - 11. Act as a liaison to student service personnel to ensure collaboration is maximized.
 - 12. Assist in the hiring and supervision of instructional aides and tutors both on and off campus.
 - 13. Facilitate and supervise test proctoring.
 - 14. Assist in institutional research, including measuring success of Center efforts.
 - 15. Staff and/or provide for orientation sessions/tours.
 - 16. Provide information on general and specific CAS services and activities to students, faculty and community on a regular basis.
 - 17. Schedule and staff appropriate workshops for students and staff in conjunction with appropriate Chairs.
 - 18. Assist in creation and dissemination of CAS handbook and promotional materials.
 - 19. Develop and assess student learning outcomes.
 - 20. Provide assistance to the coordinator as assigned.
 - 21. Assume other reasonably related duties as negotiated.

7.2.6 CHAIR FOR THE CENTER FOR ACADEMIC SUCCESS

- A. The responsibilities of the Chair for the Center for Academic Success include, but are not limited to, the following:
 - 1. Provides leadership for the Center for Academic Success (CAS) to establish and maintain student- centered tutoring and other learning assistance programs.
 - 2. Coordinates hiring process and recommends hiring of Associate Faculty.
 - 3. Assures that all contractually required Associate Faculty evaluations are completed in a timely fashion.
 - 4. Participates and provides feedback for evaluations of Full-Time Faculty as required by contract.
 - 5. Collaborates on marketing efforts to inform the campus community about program opportunities and resources for students.
 - 6. Manages the collection and reporting of relevant information regarding students' usage of CAS services and student outcomes resulting from accessing CAS services.
 - 7. Oversees preparation of Unit Plans in a manner that collaborates with faculty and staff
 - 8. Coordinates Program Review research and documents and collaborates with faculty.
 - 9. Collaborates with Advisory Committees as necessary.
 - 10. Creates and modifies the schedule for CAS computer labs and ensures software and equipment is in working order.
 - 11. Schedules and staffs workshops for students and staff in coordination with appropriate Chairs
 - 12. Coordinates training and communication with presenters and maintains workshop materials.
 - 13. Demonstrates leadership through involvement in College-wide activities and participates in management meetings
 - 14. Provides for timely budget development and ongoing budget oversight.
 - 15. Abides by all applicable policies and procedures related to managing the budget in a fiscally responsible manner.
 - 16. Coordinates recruiting, hiring, training and supervision of student employees and instructional aids.
 - 17. Identifies and works collaboratively with appropriate contacts at other institutions to establish internships. Oversees the training, supervision, and tracking of current interns.
 - 18. Coordinates and facilitates discussion of student learning outcomes assessment.
 - 19. Collaborates on marketing efforts to inform the community about program opportunities and resources for students.
 - 20. Other related duties as negotiated.

7.2.7 EOPS FINANCIAL AID SPECIALIST/COUNSELOR

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

7.2.8 EOPS COUNSELOR

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

7.2.9 CHAIR OF COUNSELING SERVICES

Chair of Counseling Services will report to the Dean of Student Services. The assigned time reduction to perform coordinator duties shall equal thirteen (13) hours per week of direct student contact time. The Chair of Counseling Services will be responsible for the following:

- 1. Collaborates with other departments/programs to coordinate counseling efforts, including liaisons with instructional departments and district high schools. Organizes trainings for counselors, which may include EOPS and Transfer Counseling.
- 2. Reviews and promotes compliance with Title V, and the district policies and procedures. May suggest updates and edits to district policies and procedures.
- 3. Serves on a variety of committees and represents the counseling office to internal and external entities. Provides input for a variety of planning activities on behalf of Counseling.
- 4. Organizes and conducts department or program meetings as necessary.
- 5. Directs, assigns work and collaborates with classified employees as assigned.
- 6. Chair monthly meeting for all Counseling Departments.
- 7. Plans coverage, prep time, of full and part-time counselors for all terms, locations, and times of year with input from the Dean of Student Services.
- 8. Schedules and approves equipment maintenance, repairs, updates or replacement.
- 9. Routinely available to students in crisis and to associate faculty needs.
- 10. Maintains currency in their discipline, industry and with technology and related equipment, as appropriate.
- 11. Fosters awareness of liabilities and safety issues to keep students, faculty and others safe.
- 12. Collaborates on marketing efforts to inform the community about program opportunities.
- 13. Demonstrates leadership through involvement in college-wide activities and participates with the Learning Council.

Budget

- 14. Provide information for budget to Dean through the unit planning process.
- 15. Abides by all applicable policies and procedures related to managing the department budget in a fiscally responsible manner.

Unit Plans/Program Review/SLOs

- 16. Oversees preparation of unit plans in a manner that collaborates with faculty and staff.
- 17. Coordinates program review research and documents and collaborates with student-development faculty.
- 18. Coordinates (through collaboration) the assessment of student and program learning outcomes
- 19. Works with counseling/curriculum to create/maintain/enhance articulated pathways to universities and colleges.
- 20. Supports and enhances transfer degree program opportunities.

Evaluations

- 21. Assures that all contractually required associate faculty evaluations are completed in a timely fashion. Assist in the evaluations of classified staff.
- 22. Participates and provides feedback for evaluations of full-time faculty as required by contract.

Hiring

- 23. Coordinates hiring process and recomn lends hiring of associate faculty.
- 24. Assisting the Dean in coordinating counselors' participation in the selection of full-time Counseling staff.
- 25. Completes work orders, approves or disapproves travel requests, prepares requisitions as necessary.
- 26. Collaborate in the review of the college catalog and schedule for accuracy and completeness.

7.2.10 INSTRUCTIONAL DEPARTMENT CHAIRS

General

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

Budget

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

Unit Plans/Program Review/SLOs

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

Evaluations

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

Hiring

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

Course Maintenance

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

7.2.11 CAREER COUNSELOR

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

7.2.12 DISABILITIES SPECIALIST

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

7.2.13 EOPS COORDINATOR

- A. The Coordinator of EOPS shall be responsible to the Dean of Student Services on a 199 day contract, for a forty hour week, for the coordination of Extended Opportunity Programs and Services and the CARE Program. Responsibilities shall include:
 - 1. Coordinate EOPS/CARE program services (eligibility, counseling, outreach/recruitment, peer advising, etc.).
 - 2. Coordinate planning and implementation of the EOPS Program
 - 3. Assist in supervising and evaluating classified staff and student employees (not academic employees)
 - 4. Coordinate the budget for EOPS and CARE programs.
 - 5. Coordinate liaison with other departments, community agencies, and the K-12 sector.
 - 6. Coordinate assigned programs, projects and program components.
 - 7. Coordinate, in conjunction with the Dean of Special Programs, the preparation of information and publications of EOPS.
 - 8. Provide counseling services for EOPS and CARE-eligible students at a minimum of ten (10) hours per week.
 - 9. Coordinate, develop, plan and implement various outreach/recruitment programs specific to EOPS.
 - 10. Serve as EOPS representative on various campus and community organization committees.
 - 11. Perform duties in other areas as negotiated.
 - 12. Development and assessment of student learning outcomes.
 - 13. Represent EOPS/CARE in campus student equity efforts.

7.2.14 <u>ATHLETIC TRAINER</u>

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

Injury Prevention

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

Recognition and Evaluation of Injuries and Illnesses

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

Rehabilitation

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

Injury Management/Treatment and Disposition

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

Organization

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

Education and Advising

- 1. Review previous injuries and work with athletes to assess personal status for safe participation.
- 2. Provide information on health topics such as substance abuse, diet, etc., and if needed refer the athlete to specialist for counseling or consultation in areas of personal, social, or emotional problems.
- 3. Advise athletic staffs and teams on potentially hazardous situation to ensure safe participation.

- 4. Instruct student athletic trainers within the athletic training.
- 5. Instruct student athletics trainers in clinical and interpersonal communication skills to facilitate professionalism.
- 6. Development and assessment of student learning outcomes.

7.2.15 STAFF DEVELOPMENT COORDINATOR

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

7.2.16 MESA PROJECT DIRECTOR

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

7.2.17 ASSOCIATED STUDENTS AND STUDENT ACTIVITIES ADVISOR

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

7.2.18 COORDINATOR OF TRANSFER CENTER

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

7.2.19 DISTANCE LEARNING COORDINATOR

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

7.2.20 <u>SIMULATION LABORATORY COORDINATOR- NURSING</u>

Non-classroom staff responsibilities represent a forty-hour week (177 days; 10 months). The responsibilities of the Simulation Laboratory Coordinator in dude but are not limited to the following:

- In collaboration with faculty, develops, presents, evaluates and refines scenarios used for simulation experiences using role playing, props (including high and low fidelity mannequins) and dialogue to create a realistic learning environment that maximizes student learning and student success; develops new simulation experiences based on student or faculty identified needs and serves as a resource for faculty using simulation in classroom/lab activities.
- 2. Uses instructional methods in the implementation of simulation experiences that promote student development of problem solving, clinical judgment, decision-making, clinical competency and life-long learning
- 3. Uses knowledge of current and emerging instructional technologies and associated products, tools and equipment in the development and implementation of simulation activities:
- 4. Demonstrates knowledge of current technical and educational developments in the field of simulation.
- 5. Conducts tours and simulation sessions for internal/external groups and/or individuals.
- 6. Coordinates day to day activities and services of the simulation lab; schedules use of the simulation lab and equipment;
- 7. In collaboration with faculty, develops, implements and updates simulation lab policies and procedures; provides guidance and orientation to instructors regarding simulation laboratory procedures, location and use of equipment and materials, and the operation of equipment; provides orientation, training and enforcement of simulation lab and safety procedures to faculty, students and staff using the simulation laboratory.
- 8. Sets up necessary hardware and software in the simulation lab as necessary; may research, evaluate and recommend simulation lab instructional materials, equipment and scenarios used in the simulation lab, including reference texts, videos, CD-ROM programs, and multimedia materials.
- 9. Performs maintenance and minor repairs of equipment in the simulation laboratory as needed, initiates and coordinates approved simulation laboratory renovations and equipment repairs; manages inventory; arranges for repair/replacement of broken equipment and maintains contact with vendors.
- 10. Coordinates the ordering, maintenance, organization and re-supply of consumable simulation lab equipment; conducts quarterly equipment inventories.
- 11. Establishes annual goals and objectives for simulation Jab that support the programs and enhance student learning; establishes and maintains a long-term plan for simulation equipment maintenance and replacement and laboratory development including potential sources of funding and personnel structure; manages simulation laboratory expenditures and projects annual and five-year budgetary needs.
- 12. Monitors simulation lab usage and tracks associated statistics to use as the basis for evaluating the effectiveness of the laboratory for recommending purchases and laboratory enhancements, and producing an annual report; conducts and completes an annual evaluation of the effectiveness of simulation for student learning
- 13. Ensures that the simulation lab is clean, safe and organized; promotes safe simulation lab practices. Monitors and supervises the general cleaning of the simulation lab; oversees the collection and disposal of waste materials according to regulations.
- 14. Participates in department meetings and professional development related to curriculum, student learning and student success.
- 15. Maintain regular office hours in accordance with contractual requirements.
- 16. Work hours may include evening or weekend hours and off-campus instruction.

- 17. May, supervise, train, and evaluate student workers.
- 18. Able to communicate effectively, both orally and in writing
- 19. Working knowledge and use of word processing, spreadsheet and presentation software applications.
- 20. Assumes additional assignments as needed to maximize student learning and student success.
- 21. Within 2 years of hire obtain certification as Healthcare Simulation Educator (CHSE) and maintain while employed as Simulation Laboratory
- 22. Develops and assesses student learning outcomes.

Faculty Coordinator Minimum Qualifications:

- 1. Qualifications subject to approval from the Board of Registered Nursing for the State of California:
 - a. Current, unrestricted license to practice as a Registered Nurse in California.
 - b. Master's degree in Nursing; OR Bachelor's degree in Nursing AND Master's degree in nursing education or administration.
 - c. At least one (1) year continuous, full-time (or its equivalent) experience as a registered nurse providing direct patient care within the last five (5) years in an acute medical-surgical setting
- 2. At least one (1) year full-time teaching experience.
- 3. Current American Heart Association Basic Life Support Provider Certification for Healthcare Providers

7.2.21 SPECIAL EDUCATION (SPE)/OCCUPATIONAL AND LIFE SKILLS (OLS) COORDINATOR

Non-classroom faculty responsibilities represent a forty-hour week (221 days). The responsibilities of the Special Education and Occupational & Life Skills Program Coordinator include, but are not limited to, the following:

- 1. As part of the position, provides instruction in the classroom as needed for SPE and OLS.
- 2. Collaborates, as a faculty coordinator, with the DSPS Director and Disabilities Specialists with the development of curriculum as a guided pathway for students with disabilities.
- 3. Responsible for developing and maintaining curriculum for SPE and OLS departments.
- 4. Participates in webinars, conferences and other trainings at the local and state level.
- 5. Helps research, monitor and ensure compliance with state and federal guidelines and policies for Special Education.
- 6. Works with the Dean to establish Instructional Service Agreements (ISA) with agencies and individual ISA facilitators in the classroom.
- 7. Responsible for oversight compliance visits and reporting three times per year with agencies.
- 8. Provides training, orientation and updates the training manual for ISA facilitators.
- 9. Collects documentation for perspective ISA facilitators for the purpose of submitting for minimum qualification review.
- 10. Conducts meetings with ISA facilitators three times per year to complete Student Learning Outcomes (SLO) assessments and organize Title IX training.
- 11. Development of "deep dive" and comprehensive assessments for SLO's.
- 12. Performs other duties as negotiated.
- 13. Facilitates staff meetings and supports OLS associate faculty instructors.
- 14. Evaluates associate faculty teaching OLS classes.
- 15. Develops instructional materials specifically suited for students with special needs.
- 16. Responsible for Unit Planning and Program Review for the SPE and OLS programs.
- 17. Serves on various College committees, including the Learning Council.
- 18. Collaborates with Cooperative Work Experience Office to place SPE students for experiential learning opportunities on campus and within the community.
- 19. Assists the Dean with budget development and oversight.
- 20. Maintains currency in the SPE and OLS disciplines.
- 21. Collaborates on marketing efforts to inform the campus and community about program opportunities.
- 22. Creates and modifies the scheduling of SPE and OLS courses.
- 23. Ensures OLS classes are staffed with qualified faculty in a timely manner.
- 24. Monitors and maintains rosters for accuracy in attendance.
- 25. Assists with the registration of students for SPE and OLS programs.
- 26. Development and assessment of Student Learning Out comes.
- 27. Interview Associate Faculty for OLS class sections.

7.2.22 HEAD FOOTBALL COACH

Full-time tenured faculty who are subsequently selected for the football coaching assignment with the district may receive a coaching stipend per the Regular Academic Additional Duties Compensation Schedule for coaching an athletic sport (Appendix D, BCEA Contract). Upon resignation from the coaching position, the faculty member in good standing may transfer to the classroom in a position comparable to the position they held prior to coaching, or to another open position for which they meet minimum qualifications.

Faculty who have been <u>recruited and hired</u> to be Full-time Faculty Coaches for an athletic sport are expected to remain in the coaching position for which they were hired. These faculty members shall have the opportunity to transfer to open faculty positions only as vacancies arise and as provided by Article IX of the Collective Bargaining Agreement between District and BCEA subject to the provisions below which provide assurances for coaches who have served ten or more years.

After serving as a coach for at least ten (10) years, Faculty Coaches who voluntarily resign from coaching may transfer to the classroom. The District will ensure that a teaching positon will be available of no less than 65% FTE for tenured Faculty Coaches.

After serving as a coach for at least twelve (12) years, Faculty Coaches who voluntarily resign from coaching may transfer to the classroom. The District will ensure that a teaching positon will be available of no less than 75% FTE for tenured Faculty Coaches.

After serving as a coach for at least fifteen (15) years, Faculty Coaches who voluntarily resign from coaching may transfer to the classroom. The District will ensure that a teaching positon will be available of no less than 100% FTE for tenured faculty coaches.

- A. The Head Football Coach will be paid the highest additional duties stipend (in-season) and 10% reassigned time in the off-season. This position will be a 177-day instructional contract position reporting to the Director of Health, Kinesiology, and Athletics. The duties will include, but not limited to the following:
 - 1. Provide direction in all facets of the intercollegiate program
 - 2. Understanding and knowledge of the CCCAA Constitution and Conference Supplements and knowledge of CCCAA, NCAA, and NAIA recruiting and transfer rules
 - 3. Recruit and retain student-athletes to field a competitive intercollegiate team.
 - 4. Development of recruiting materials, emails, letter series, etc.
 - 5. Evaluation of prospective student-athletes.
 - 6. Provide campus tours; assist with assessment test and orientation schedule.
 - 7. Develop and implementation of daily practice schedules, game plans with use of personnel, scouting reports, internet technology,
 - 8. Scheduling of transportation with regards to buses, vans, and other modes of transportation.
 - 9. Management and handling of the budget in regards to district funds for meals, hotels
 - 10. Arrangement of team hotel needs and meals for away contests.
 - 11. Manage equipment budget and ordering of equipment needed for the program.
 - 12. Maintaining and distributing seasonal statistics and all-time records
 - 13. Updating website information
 - 14. Communicate and develop relationship with local media, including providing scores, season schedules, change of schedules or venues, interviews, television interviews and radio shows

- 15. Initiate and participate in fundraising activities to enhance the athletic experience for student–athletes, such as Annual Athletic Crab Feed, Spring Gala, and individual fundraising efforts.
- 16. Promoting and overseeing the health, physical strength and conditioning, and general welfare of the student-athletes.
- 17. Monitor student-athlete academic progress, including establishing a communication system with the Student-Athlete Academic Advisor.
- 18. Communication and relationship with Student-Athlete Success Program and enforcement.
- 19. Understand and manage eligibility rules as it pertains to the student-athletes.
- 20. Hiring and direct supervision of assistant coaches.
- 21. Daily communication with sports medicine staff in regards to practice status of student-athletes and injuries.
- 22. Attendance and input at monthly Head Coaches meetings as directed by Director of Health, Kinesiology, and Athletics.
- 23. Attend, participate, and represent Butte College in conference and football coaches' association meetings and attend public speaking engagements and community activities as necessary.
- 24. Consultations with student-athletes regularly and throughout their time at Butte.
- 25. Discipline and assist with the enforcement of the student-athlete code of conduct.
- 26. Provide the necessary assistance for the matriculation of the student-athletes to the four-year university on scholarship with possible scholarship opportunities. This consists of contacting four-year coaches via email, phone calls and providing necessary information for their recruitment to the 4-year level.
- 27. Teach kinesiology classes including but not limited to varsity and theory of sport classes.

APPENDIX F

BUTTE COMMUNITY COLLEGE DISTRICT BUTTE COLLEGE EDUCATION ASSOCIATION

STATEMENT OF GRIEVANCE FORM

Grievant's Name and Signature	Department	Date of Filing the Statement of Grievance Form
Date of Alleged Grievance	Date/Location of Informal DiscussionImmediate Supervisor/Designate	Date of Oral Response From Supervisor
Signature/Date of BCEA Grievance Chairperson/Designate	Specific Contract Articles and	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:
Safe and Saf	Date of Response:
	Grievance Resolved:
	Grievance Denied:
Level II - Next Higher Designated Supervisor, Manager or Designee Above Level I -	Date of Receipt:
Response to Alleged Grievance	Date of Response:
	Grievance Resolved:
	Grievance Denied:

APPENDIX F - CONTINUED

Level III - Next Higher Designated Supervisor,	Date of Receipt:				
Manager or Designee Above Level II Response to Alleged Grievance	Date of Response:				
	Grievance Resolved:				
	Grievance Denied:				
Level IV - Advisory Third Party Intervention	Date of Receipt:				
Recommended	Date of Receipt of Advisory Decision:				
	Appealed to Board:YesNo Date:				
	Appealed by: District Association				
Level V - Appeal to Board of Trustees					
Decision of Board:	Date:				
NOTE: Attach all responses to this form at all levels. Consult Artic	cle 10 - Grievance Procedure for time limits at each level.				
Copies of each response to be distributed to: Grievant, BCEA Griev Personnel Office.	vance Chairperson, and District grievance file in the				

Student's Name (optional)

BUTTE COMMUNITY COLLEGE DISTRICT STUDENT INPUT FORM FOR INSTRUCTOR EVALUATION

INSTR	RUCTOR NAME:	DATE:
CLASS	S:	
1.		as shortened due to the need to collect your feedback. Other than that, was the class session flow class is normally conducted? (If "no", how was it different?)
2.		ough the semester up to now), approximately how many hours per week have you spent ass on class-related activities? (reading, writing, etc.). 0 - 1 hours 2- 3 hours 4- 5 hours 6 - 7 hours 8 - 9 hours 10 or more hours
3.	What do you partic	cularly like about this instructor? What makes them especially effective?
4.	What, if anything,	could this instructor do to become even more effective?

APPENDIX G2

(PRE-FORMAL EVALUATION) INSTRUCTOR INPUT INTO EVALUATION

Guidelines:

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

INSTRUCTOR SELF EVALUATION AND INPUT FORM

INSTRUCTOR NAME:				
TERM	Л:	AREA:	DEPARTMENT:	
EDUC	CATIONAL PROG	RAM AREA:		
curren	list your accomplish cy, area and departm e commented upon a	nental contributions	outions to teaching and your respective program are s and service to the college as a whole. Communit	ea, professional growth and cy Service, though optional,
	PLEAS		HE FULL-TIME INSTRUCTOR JOB DESCRI ADDITIONAL SHEETS IF NEEDED	PTION
I.	TEACHING ANI assessment of stud		N: Classroom-oriented accomplishments and conti	ributions including
II.	academic, professi dates), conference	onal and/or technics, professional awa	D CURRENCY: List or describe activities which cal updating and currency in your teaching field, i. ards, staff development activities, visitations to other study, upgrading, etc.).	e., courses taken (include

INSTRUCTOR SELF EVALUATION AND INPUT FORM

III.	AREA AND DEPARTMENTAL RESPONSIBILITIES: List or describe activities which demonstrate a pattern of contributions to your academic area, department and program outside the classroom.
IV.	COLLEGE-WIDE SERVICE: List or describe activities which demonstrate a pattern of service to the college as a whole, i.e., participation in college governance, college-wide committees, project teams, student organizations, state-wide organizations, accreditation functions, etc.
V.	COMMUNITY SERVICE: The College values the contributions made to the local communities by the instructional staff. However, such contributions are at the option of the instructor and are <u>not</u> a formal requirement of the full-time college instructor. This space is provided for you to insert a record of such contributions should you so desire. Information supplied is optional and is provided at your discretion.

INSTRUCTOR SELF EVALUATION AND INPUT FORM

OTHER INFORMATION: Please provide any of comprehensive evaluation of your performance and whole, i.e., unique situations, mitigating factors, etc.	I contributions to teaching and to the college distric	and et as a
G: CI .	D	
Signature of Instructor	Date	

APPENDIX G3L

BUTTE COLLEGE EVALUATION REPORT OF INSTRUCTOR PERFORMANCE (LONG FORM)

INSTRUCTOR:_____DATE:____

INST	RUCT	IONAL PROGRAM OR DISCIPLINE:	
EVAl	LUATI	NG ADMINISTRATOR(S) OR DESIGNEE(S):	
Ratin	g Scale	<u></u> <u>≰</u>	<u> </u>
N/A		S NOT APPLY to this employee at this time, and/or there has been insufficient onably assess performance in this area.	opportunity to observe and/or
(1)		g MUCH LESS and/or quality is MUCH LESS THAN EXPECTED (quality/qua	antity).
(2)		g LESS and/or quality is LESS THAN EXPECTED (quality/quantity).	
(3)		g WHAT IS EXPECTED in this position (quality/quantity).	
(4)		g MORE and/or BETTER THAN IS EXPECTED (quality/quantity).	
(5)		g MUCH MORE and/or MUCH BETTER THAN IS EXPECTED (quality/quan	tity).
	The	evaluator shall explain any rating of 1 or 2 under the comment section.	
		y the above rating except where indicated.	
		I. TEACHING AND INSTRUCTION	
A	Class	sroom effectiveness.	RATING
A.	Ciass	sroom effectiveness.	
	1.	Plans for and is continually well prepared to teach.	
	2.	Provides organized and effective delivery of instruction.	
	3.	Is courteous to and approachable by students.	
	4.	Is able to relate with students and command their respect.	
	5.	Stimulates student participation.	
	6.	Instruction is consistent with the stated and approved goals and	
	7	content of the course. (answer yes/no)	
	7.	Shows enthusiasm for the subject matter.	
	8.	Uses effective motivation to create student desire to learn	
	9.	the subject/skill(s). Uses standards of student evaluation that are clear, fair and	
	9.	followed consistently throughout the course.	
	10.	Requires and evaluates levels of student effort sufficient to the	
	10.	mastery of the subject or skills in the course. (answer yes/no)	
	11.	Grades and returns student assignments and tests in a	
		reasonable period of time.	
	12.	Makes effective use of teaching aids and materials.	

APPENDIX G3L - PAGE 2

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

V. COMMUNITY SERVICE (OPTIONAL)

(See attached Self-Evaluation)

VI. RECOMMENDATIONS

If full-time	e tenure o	r tenure-tracl	k position	(Choice 3	cannot be	checked	unless	choice 2	2 was	checked	in the	e 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). Except for first or second year probationary unit members, choice 3 cannot be checked unless choice 2 was checked in the last evaluation.)
4.	()	If first or second year probationary unit members, not recommended for continued employment.
If fu	ll-time temp	orary position:
1.	()	Recommended for continued employment.
2.	()	Continued employment is questionable and is contingent upon correction of noted inadequacies. (See Faculty Member Improvement Plan.)
3.	()	Not recommended for continued employment because of a failure to correct noted inadequacies. (See previous Faculty Member Improvement Plan(s) and Result(s)).
If fu	ll-time temp	orary non-tenure track grant funded position:
1.	()	Recommended for continued employment.
2.	()	Continued employment is questionable and is contingent upon correction of noted inadequacies. (See Faculty Member Improvement Plan.)
3.	()	Not recommended for continued employment because of a failure to correct noted inadequacies. (See previous Faculty Member Improvement Plan(s) and Result(s)).
All	other faculty	positions:
1.	()	Recommended for future employment when available.
2.	()	Future employment questionable. (See Faculty Member Improvement Plan if available.)
3	()	Not recommended for continued employment

VII. COMMENTS OR NARRATIVE BY EVALUATOR

(Attach additional sheets if needed)

CLASS INFORMATION		
Instructor:		Date:
Department:		Time:
Class:		Location:
I. TEACHING AND INST	TRUCTION	
II. PROFESSIONAL GRO	WTH AND CURRENCY	
III. AREA AND DEPARTM	MENTAL RESPONSIBILITIE	S
IV. COLLEGEWIDE SERV	VICE	
V. COMMUNITY SERVIO	CE (OPTIONAL)	

VIII. COMMENTS BY INSTRUCTOR

(Attach additional sheets if needed)

*SIGNATURES	
Typed Name, Instructor (Evaluatee)	Date
Typed Name, Chair	Date
Typed Name, Peer Evaluator	Date
Typed Name, Dean	Date

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

BUTTE COLLEGE EVALUATION OF INSTRUCTOR PERFORMANCE SHORT FORM

ting Scale: A DOES NOT APPLY to this employee at this time, and/or sonably assess performance in this area. Doing LESS and/or quality is LESS THAN EXPECTED (Doing WHAT IS EXPECTED in this position (quality/quadoning MORE and/or BETTER THAN IS EXPECTED (quality/quadoning MORE)	(quality/quantity). antity). aality/quan	ıantity).	sufficient	opportuni
e evaluator shall explain any rating of 1 in the comment seeply the above rating.		(4)	(0)	27/11
A. Classroom effectiveness (article 6.3.1 A) Comments:	[]	[]	[]	(N/A)
3. Preparation of up-to-date instructional methods and materials. (article 6.3.1 B) Comments:	[]	[]	[]	[]
C. Meets and assists students during office hours or by appointment(article 6.3.1 C) Comments:	[]	[]	[]	[]
D. Professional Growth (article 6.3.1 D) Comments:	[]	[]	[]	[]
E. Area and Department Responsibilities (article 6.3.1 E) Comments:	[]	[]	[]	[]
F. College-wide Service (article 6.3.1 F) Comments:	[]	[]	[]	[]

INSTRUCTOR:_____DATE____

APPENDIX G3S – PAGE 2

COMMENTS OR NARRATIVE BY EVALUATOR INCLUDING STUDENT INPUT (Attach additional sheets if needed) **COMMENTS BY INSTRUCTOR** (Attach additional sheets if needed) RECOMMENDATIONS Check one of the choices below. [] Continue on regular evaluation schedule Re-evaluate using the Long Form Process (G3L) during next Butte Community College teaching assignment. This requires the completion of an Instructor Improvement Plan. Other (explain) DATE: _____*SIGNATURE OF INSTRUCTOR _____ DATE: _____*SIGNATURE OF ADMINISTRATOR _____

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

DEPARTMENT CHAIR AND COORDINATOR INPUT FORM FORMAL EVALUATION OF INSTRUCTOR PERFORMANCE

Guidelines:

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

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

INSTRU	UCTOR:	DATE:		
PROGR	RAM OR DISCIPLINE:	_TERM:		
DEPAR	DEPARTMENT CHAIR AND/OR COORDINATOR:			
PREFA	CE:			
This form is designed to provide a mechanism by which you as a department chair/coordinator or unit leader can have input into the Formal Evaluation of Instructor Performance process. This is not an evaluation form, but is to provide to administration as meaningful, balanced and comprehensive factual informational base as is possible when engaging in evaluation of instructors.				
Directions: Please comment in the following areas:				
A. I	PROFESSIONAL GROWTH AND CURRENCY			

B. AREA AND DEPARTMENTAL RESPONSIBILITIES

INSTRUCTOR:	_DATE:
C. COLLEGEWIDE SERVICE	
D. COMMUNITY SERVICE (OPTIONAL)	

E. OVERALL COMMENTS (ATTACH EXTRA SHEETS IF NEEDED)

APPENDIX G5

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

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

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

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

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

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

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

- 1. The evaluator asks the following questions of the group, making sure to ask for a show of hands whenever there appears to be anything less than consensus:
 - a. "Today class was shortened due to the need to collect your feedback. Other than that, was the class session fairly typical of how class is normally conducted? (If "no", how was it different?)
 - b. On average (through the semester up to now), approximately how many hours per week have you spent outside of this class on class-related activities? (reading, writing, etc.)
 - □ 0 1 hours
 - □ 2 3 hours
 - □ 4 5 hours
 - \Box 6 7 hours
 - □ 8 9 hours
 - \Box 10 or more hours

(The evaluator shall put the ranges above on the whiteboard to facilitate discussion. Students will come up with various figures, but it is possible to achieve consensus fairly quickly. This is valuable information for the instructor who may then want to either raise or lower requirements and/or expectations, but this question is optional.)

- c. "What do you particularly like about this instructor--what makes them especially effective?"
- d. "What, if anything, could the instructor do to become even more effective?" (It is essential that this question not be asked with a negative slant!)

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

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

APPENDIX G5 - PAGE 2

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

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

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

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

"How accurately has the instructor's performance been described?

Please check the appropriate response:

______ Instructor is more effective than has been described.
______ Instructor's performance has been accurately described.
_____ Instructor is less effective than has been described.

Please Comment:"

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

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

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

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

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

FACULTY MEMBER IMPROVEMENT PLAN

FA	CULTY MEMBER: DATE ORIGINATED:	
AD	MINISTRATOR:	
	The Current Undesirable Situation	
1.	Describe the areas or elements requiring improvement. What specifically are the inadequacies? In what order of priority? (A description of the current undesirable situation.)	•
	Improvements Required	
2.	Describe the improvements, changes or results desired to correct the noted inadequacies. (Be specific, describe improvement outcomes required and time targets for their desired improvement.)	

Methods to be Used

3. Describe the methods to be used to remove or correct the noted inadequacies. Describe any tasks, steps or activities to be undertaken by the faculty member. Describe any help or assistance to be rendered by others, i.e., administrators, colleagues, other professionals, etc.

Measurement of Results

4. Describe how the outcomes or results of the Improvement Plan will be measured. What methods will be used to evaluate whether the required improvements have been made? Describe any documentation, statistical references, data, faculty member submitted documents, evaluation instrument, milestone evaluation and feedback meetings with administrators, etc., to be used in determining whether or not the inadequacies have been corrected.

The Results of the Improvement Plan

5. Describe the results of the faculty member to improve and/or remove the inadequacies which are the subject of the overall Improvement Plan.

Administrative Recommendations

6. Make recommendations for administrative action based upon the final results of the faculty member to make the required improvements as specified in the Improvement Plan, i.e., retention, further revisions and extension of the current Improvement Plan, transfer to other duties, implementation of dismissal action.

18. 19. 20. 21.

is involved in college activities.
participates in peer evaluations.
is involved in community activities.
works well with professional staff.

_		DATE:	
		DATE:	
EVALUA	TING A	DMINISTRATOR(S) OR DESIGNEE(S):	
Purpose:	Purpose: We at Butte College are striving for excellence in our programs and instruction. This is an opportunity to analyze your effectiveness in relationship to good practices.		
Rating Sc	ale:		
		NOT APPLY to this employee at this time, and/or there has been insufficient opportunity nd/or reasonably assess performance in this area.	
(1) (2) (3) (4) (5)	Doing I Doing V Doing N	MUCH LESS and/or quality is MUCH LESS THAN EXPECTED (quality/quantity). LESS and/or quality is LESS THAN EXPECTED (quality /quantity). WHAT IS EXPECTED in this position (quality/quantity). MORE and/or BETTER THAN IS EXPECTED (quality/quantity). MUCH MORE and/or MUCH BETTER THAN IS EXPECT ED (quality /quantity).	
The	evaluato	or shall explain any rating of 1 or 2 under the comment section.	
		comments are encouraged and should be entered in the appropriate areas on the back of this form. The nay by mutual agreement with the immediate supervisor add job-related criteria to this evaluation instrument.	
Tl	ne faculty	member:	
RATING		CRITERIA	
	1.	has knowledge of academic advising requirements.	
	2.	provides clear and concise information regarding academic requirements.	
	3.	is well-prepared for counseling sessions.	
	4.	has knowledge of career counseling.	
	5.	meets counseling appointments promptly.	
	6.	raises thought-provoking questions in counseling sessions.	
	7. 8.	encourages students to ask questions and express opinions.	
		provides a supportive atmosphere for resolving student personal problems. is willing to assist students.	
	9. 10.	is willing to assist students. is willing to assist faculty and administration.	
	11.	shows concern for students' progress.	
	12.	understands the needs of students.	
	13.	motivates students' interest in their educational planning.	
	14.	completes records and reports accurately and on schedule.	
		works well with support staff.	
	16.	engages in professional growth.	
	17.	assists in program improvements.	

APPENDIX G7 PAGE 2 - COUNSELOR

<u>RATING</u>	<u>CRITERIA</u>
	COMMENTS
	<u>00111111112</u>
Date:	*Signature of Faculty Member:
Date:	*Signature of Administrator:

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

RECOMMENDATIONS

If ful	l-time tenure o	or tenure-track position (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). Except for first or second year probationary unit members, choice 3 cannot be checked unless choice 2 was checked in the last evaluation.)
4.	()	If first or second year probationary unit members, not recommended for continued employment.
If ful	l-time tempora	ary position:
1.	()	Recommended for continued employment.
2.	()	Continued employment is questionable and is contingent upon correction of noted inadequacies. (See Faculty Member Improvement Plan.)
3.	()	Not recommended for continued employment because of a failure to correct noted inadequacies. (See previous Faculty Member Improvement Plan(s) and Result(s)).
If ful	1_time tempors	ary non-tenure track grant funded position:
1.	()	Recommended for continued employment.
2.	()	Continued employment is questionable and is contingent upon correction of noted inadequacies. (See Faculty Member Improvement Plan.)
3.	()	Not recommended for continued employment because of a failure to correct noted inadequacies. (See previous Faculty Member Improvement Plan(s) and Result(s)).
All o	ther faculty po	• • • • • • • • • • • • • • • • • • • •
1.	()	Recommended for future employment when available.
2.	()	Future employment questionable. (See Faculty Member Improvement Plan if available.)
3.	()	Not recommended for continued employment.

BUTTE COLLEGE STUDENT DEVELOPMENT FACULTY EVALUATION FORM - LIBRARIAN

FACULT	Y:	DATE:
POSITIO	N:	
EVALUA	TING AI	DMINISTRATOR(S) OR DESIGNEE(S):
Purpose:		utte College are striving for excellence in our programs and instruction. This is an opportunity to your effectiveness in relationship to good practices.
Rating Sc	ale:	
		NOT APPLY to this employee at this time, and/or there has been insufficient opportunity and/or reasonably assess performance in this area.
(1) (2) (3) (4) (5)) Doing) Doing) Doing	MUCH LESS and/or quality is MUCH LESS THAN EXPECTED (quality/quantity). LESS and/or quality is LESS THAN EXPECTED (quality/quantity). WHAT IS EXPECTED in this position (quality/quantity). MORE and/or BETTER THAN IS EXPECTED (quality/quantity). MUCH MORE and/or MUCH BETTER THAN IS EXPECT ED (quality/quantity).
The evalu	ator shal	l explain any rating of 1 or 2 under the comment section.
		comments are encouraged and should be entered in the appropriate areas on the back of this form. The ay by mutual agreement with the immediate supervisor add job-related criteria to this evaluation instrument.
Th	ne faculty	member:
RATING		CRITERIA
	1. 2. 3. 4. 5.	instructs and guides students in their informational needs: ready reference or directional information. instructs and guides students in their informational needs: technical or research assistance. assists the staff/faculty in their information needs. advises library technicians of resources needed for student assignments/exams.
	6. 7. 8.	gives orientations for classes as requested by instructors. gives library orientations for student assistants. instructs library technicians in using printed reference resources. maintains a positive learning environment in the library.
	9. 10. 11. 12.	provides professional backup/support to solve problems. selects appropriate and useful materials (books, periodicals, media, pamphlets, etc.) for purchase. demonstrates use of library resources. possesses written communication skills.
	13. 14. 15.	possesses written communication skins. possesses oral communication skills. communicates with supervisor. completes and compiles library reference statistics and reports accurately and on schedule.
	16. 17. 18.	engages in professional growth. assists in program improvements. is involved in college activities.
	19. 20.	participates in peer evaluations. is involved in community activities.

APPENDIX G8 PAGE 2 - LIBRARIAN

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

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

APPENDIX G8 PAGE 3 – LIBRARIAN

RECOMMENDATIONS

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

18.

19.

20.

21.

22.

RUTTE COLLEGE STUDENT DEVELOPMENT FACILITY EVALUATION FORM - SPECIALIST

FACULTY:	DATE:
	G ADMINISTRATOR(S) OR DESIGNEE(S):
EVALUATIN	G ADMINISTRATOR(S) OR DESIGNEE(S):
	at Butte College are striving for excellence in our programs and instruction. This is an opportunity to alyze your effectiveness in relationship to good practices.
	ES NOT APPLY to this employee at this time, and/or there has been insufficient opportunity ve and/or reasonably assess performance in this area .
(2) Do (3) Do (4) Do	ing MUCH LESS and/or quality is MUCH LESS THAN EXPECTED (quality/quantity). ing LESS and/or quality is LESS THAN EXPECTED (quality /quantity). ing WHAT IS EXPECTED in this position (quality/quantity). ing MORE and/or BETTER THAN IS EXPECTED (quality/quantity). ing MUCH MORE and/or MUCH BETTER THAN IS EXPECT ED (quality /quantity).
The eva	luator shall explain any rating of 1 or 2 under the comment section.
evalua	onal comments are encouraged and should be entered in the appropriate areas on the back of this form. The tee may by mutual agreement with the immediate supervisor add job-related criteria to this evaluation instrument.
1110 16	cuity member.
RATING	CRITERIA
	1. demonstrates skills necessary to perform assigned duties.
	2. provides clear and concise professional objectives.
	3. meets deadlines.
	4. demonstrates fiscal responsibility.
	5. demonstrates supervising ability.
	6. organizes necessary programs and activities to increase efficiency and effectiveness.
	7. is willing to assist in the needs of the faculty.
	8. is willing to assist in the needs of the staff.
	9. is willing to assist in the needs of the students.
	10. is willing to assist the needs of the public.
	11. demonstrates organizational skills.
	12. demonstrates problem-solving techniques.
	13. possesses oral communication skills.
	14. possesses written communication skills.
	15. effectively communicates with supervisor.
	16. demonstrates creativity.
	17. demonstrates adaptability to flexible work scheduling.

completes records and reports accurately and on schedule.

engages in professional growth.

is involved in college activities.

participates in peer evaluations.

assists in program improvements.

ATING	24. 25.	effectively communicates with staff in other departments. works cooperatively with staff in other departments. is involved with community activities. CRITERIA
ATING	25. 	
ATING		<u>CRITERIA</u>
ATING		CRITERIA
		-
		_
		<u>COMMENTS</u>
		COMMENTS
		·
		-
ite:		*Signature of Faculty Member:
		*Signature of Administrator:

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denote reciprocal agreement with all factors of the evaluation.

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RECOMMENDATIONS

If full	time or tenui	Recommended for continued employment.
2.	()	Continued employment is questionable and is contingent upon correction of noted inadequacies. (See Faculty Member Improvement Plan.)
3.	()	Not recommended for continued employment because of a failure to correct noted inadequacies. (See previous Faculty Member Improvement Plan(s) and Result(s). Except for first or second year probationary unit members, choice 3 cannot be checked unless choice 2 was checked in the last evaluation.)
4.	()	If first or second year probationary unit members, not recommended for continued employment.
If full	l-time tempora	ary position:
1.	()	Recommended for continued employment.
2.	()	Continued employment is questionable and is contingent upon correction of noted inadequacies. (See Faculty Member Improvement Plan.)
3.	()	Not recommended for continued employment because of a failure to correct noted inadequacies. (See previous Faculty Member Improvement Plan(s) and Result(s)).
If full	-time tempora	ary non-tenure track grant funded position:
1.	()	Recommended for continued employment.
2.	()	Continued employment is questionable and is contingent upon correction of noted inadequacies. (See Faculty Member Improvement Plan.)
3.	()	Not recommended for continued employment because of a failure to correct noted inadequacies. (See previous Faculty Member Improvement Plan(s) and Result(s)).
All ot	ther faculty po	1
1.	()	Recommended for future employment when available.
2.	()	Future employment questionable. (See Faculty Member Improvement Plan if available.)
3.	()	Not recommended for continued employment.

FACULTY:	DATE:
EVALUATING	G ADMINISTRATOR(S) OR DESIGNEE(S):
	at Butte College are striving for excellence in our programs and instruction. This is an opportunity to alyze your effectiveness in relationship to good practices.
Rating Scale:	
	ES NOT APPLY to this employee at this time, and/or there has been insufficient opportunity ye and/or reasonably assess performance in this area.
(2) Doi: (3) Doi: (4) Doi:	ng MUCH LESS and/or quality is MUCH LESS THAN EXPECTED (quality/quantity). ng LESS and/or quality is LESS THAN EXPECTED (quality /quantity). ng WHAT IS EXPECTED in this position (quality/quantity). ng MORE and/or BETTER THAN IS EXPECTED (quality/quantity). ng MUCH MORE and/or MUCH BETTER THAN IS EXPECT ED (quality /quantity).
-	
The evalu	uator shall explain any rating of 1 or 2 under the comment section.
evaluee	onal comments are encouraged and should be entered in the appropriate areas on the back of this form. The e may by mutual agreement with the immediate supervisor add job-related criteria to this evaluation instrument. culty member:
RATING	CRITERIA
	1. demonstrates skills necessary to perform assigned duties.
	 denionstrates skins necessary to perform assigned duties. provides clear and concise professional objectives.
	3. meets deadlines.
	4. demonstrates fiscal responsibility.
	5. demonstrates supervising ability.
	6. organizes necessary programs and activities to increase efficiency and effectiveness.
	7. is willing to assist in the needs of the faculty.
	8. is willing to assist in the needs of the staff.
	9. is willing to assist in the needs of the students.
	9. is willing to assist in the needs of the students.10. is willing to assist the needs of the public.
	 9. is willing to assist in the needs of the students. 10. is willing to assist the needs of the public. 11. demonstrates organizational skills.
	 is willing to assist in the needs of the students. is willing to assist the needs of the public. demonstrates organizational skills. demonstrates problem-solving techniques.
	 is willing to assist in the needs of the students. is willing to assist the needs of the public. demonstrates organizational skills. demonstrates problem-solving techniques. possesses oral communication skills.
	 is willing to assist in the needs of the students. is willing to assist the needs of the public. demonstrates organizational skills. demonstrates problem-solving techniques. possesses oral communication skills. possesses written communication skills.
	 is willing to assist in the needs of the students. is willing to assist the needs of the public. demonstrates organizational skills. demonstrates problem-solving techniques. possesses oral communication skills. possesses written communication skills.

completes records and reports accurately and on schedule.

19. engages in professional growth. 20. assists in program improvements.

is involved in college activities. participates in peer evaluations.

18.

21.

22.

	 23. effectively communicates with staff in other departments. 24. works cooperatively with staff in other departments. 25. is involved with community activities.
RATING	CRITERIA
	COMMENTS
Date:	*Signature of Faculty Member:
Date:	*Signature of Administrator:

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

APPENDIX G10 – PAGE 3 - COORDINATOR

RECOMMENDATIONS

If full-t	time or tenure	e-track position (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). Except for first or second year probationary unit members, choice 3 cannot be checked unless choice 2 was checked in the last evaluation.)
4.	()	If first or second year probationary unit members, not recommended for continued employment.
If full-1	time temporai	ry position:
1.	()	Recommended for continued employment.
2.	()	Continued employment is questionable and is contingent upon correction of noted inadequacies. (See Faculty Member Improvement Plan.)
3.	()	Not recommended for continued employment because of a failure to correct noted inadequacies. (See previous Faculty Member Improvement Plan(s) and Result(s)).
If full-1	time temnora	ry non-tenure track grant funded position:
1.	()	Recommended for continued employment.
2.	()	Continued employment is questionable and is contingent upon correction of noted inadequacies. (See Faculty Member Improvement Plan.)
3.	()	Not recommended for continued employment because of a failure to correct noted inadequacies. (See previous Faculty Member Improvement Plan(s) and Result(s)).
All oth	er faculty pos	
1.	()	Recommended for future employment when available.
2.	()	Future employment questionable. (See Faculty Member Improvement Plan if available.)
3.	()	Not recommended for continued employment.

COORDINATOR INPUT FORMAL EVALUATION OF SPECIAL SERVICES FACULTY

GUIDELINES:

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

APPENDIX G11 - PAGE 2

COORDINATOR INPUT FORM FORMAL EVALUATION OF SPECIAL SERVICES FACULTY PERFORMANCE

EMPLOYEE:	DATE:	
PROGRAM OR DEPARTMENT:	TERM:	
COORDINATOR:		
PREFACE:		
This form is designed to provide a mechanism by which you as a Coc Evaluation of Special Services Faculty Performance process. This is as meaningful, balanced and comprehensive factual informational ba non-teaching faculty.	s not an evaluation form, but is	to provide to administration
Directions: Please comment in the following areas:		
A. JOB SPECIFIC		

B. COLLEGEWIDE SERVICE

APPENDIX G11 - PAGE 3

EMPLO	DYEE:	DATE:
C.	PROFESSIONAL GROWTH	

D. COMMUNITY RELATIONS (OPTIONAL)

E. OVERALL COMMENTS (ATTACH EXTRA SHEETS IF NEEDED)

(PRE-FORMAL EVALUATION)

SPECIAL SERVICES FACULTY INPUT INTO EVALUATION

GUIDELINES:

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

SPECIAL SERVICES FACULTY SELF EVALUATION AND INPUT FORM

EMPLOYEE: _		DATE:
TERM:	AREA:	DEPARTMENT:
EDUCATIONA	L PROGRAM AREA:	

Please list your accomplishments and contributions as a faculty member in your respective program area, professional growth and currency, area and departmental contributions and service to the college as a whole. Community Service, though optional, may be commented upon at your discretion.

**PLEASE REFER TO THE APPROPRIATE FULL-TIME SPECIAL SERVICES
FACULTY JOB DESCRIPTION***
USE ADDITIONAL SHEETS IF NEEDED

I. JOB SPECIFIC

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

APPENDIX G12 - PAGE 3

APPE	NDIX G12 - PAGE 3
III.	AREA AND DEPARTMENTAL RESPONSIBILITIES: List or describe activities which demonstrate a pattern of contributions to your area, department and program including assessment of program level student learning outcomes
IV.	COLLEGE-WIDE SERVICE: List or describe activities which demonstrate a pattern of service to the college as a whole, i.e., participation in college governance, college-wide committees, project teams, student organizations, state-wide organizations, accreditation functions, etc.
V.	COMMUNITY SERVICE: The College values the contributions made to the local communities by the faculty. However, such contributions are at the option of the faculty and are not a formal requirement of the full-time college faculty. This space is provided for you to insert a record of such contributions should you so desire. Information supplied is optional and is provided at your discretion.

APPENDIX G12 - PAGE 4

VI.	OTHER INFORMATION: Please provide any other information you feel is relevant to a balanced and comprehensive evaluation of your performance and contributions to your profession and to the college district as a whole, i.e., unique situations, mitigating factors, etc.	l
	CIONATUDE OF CRECIAL CEDVICES FACILITY DATE	
	SIGNATURE OF SPECIAL SERVICES FACULTY DATE	

Timeline for Probationary Faculty Evaluation

Faculty Member:	
Department:	
Semester: □ Fall □ Spring 20	
Administrator:	
Department Chair/Coordinator (or designee):	
Tenured Peer Evaluator(s):	
Note: Both chair and peer evaluator must have received peer evaluation training. Chair and peer evaluator initials confirming training:	
PRE-OBSERVATION:* For new hires, by 6 th Week (first semester of employment) ✓ DISTRIBUTE EVALUATION OF INSTRUCTOR PERFORMANCE FORMS (G3)	Date:
✓ Classroom Observation: (Selected by evaluatee and evaluation team) Will only take place outside of 7 th to 13 th week for good reason	Room:
The only time place onisine by the 12 meet for good reason	Time:
Control # Course:	Option #
✓ Select Option for Student Input (G5)	Option #
✓ SELECT CLASSES FOR SFF FORMS (verify enough Scantron forms):	◆Administer after
Conducted no later than week before observation; must be between 40-80% instruction point of the primary term	
• Evaluatee choice class #1:	return by
Control # Course	
	◆Administer <i>after</i>
◆ Administrator/Chair/Peer choice class #2:	,
	return by
Control # Course	-
 ✓ PROVIDE INSTRUCTOR SELF-EVALUATION INPUT FORM (G2) Evaluatee submits to Administrator, Chair, and Peer 1 week prior to class observation ◆ Course syllabus for class to be observed. ◆ Objectives for class being observed. ◆ Completed Instructor Self-Evaluation Input Form (G2). 	Date Due:
EVALUATION TEAM MEETING:	Date:
(Administrator, Chair, and Peer only)	Room:
✓ Complete Evaluation of Instructor Performance form (G3).	
✓ Complete narrative. ✓ Complete Summary of Student Comments	Time:
Complete Summary of Student Comments	
PRIOR TO EVALUATION SUMMARY POST-OBSERVATION: Minimum 1 day prior to post-observation conference; 2 days if improvement plan included ✓ Provide instructor with copy of narrative(s), summary of student Input, and G3 form.	Date Due:
POST-OBSERVATION AND EVALUATION SUMMARY CONFERENCE: ✓ Discuss Performance Rating Sheet (G3). ✓ Discuss narrative comments including student comments/evaluations.	Date: Room:
✓ Sign evaluation forms.	Time:
*C.l	1 m

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

TIMELINE FOR TENURED FACULTY EVALUATION (LONG FORM PROCESS) (DEPARTMENT CHAIR PROCESS)

Faculty Member:	
Department:	
Semester: ☐ Fall ☐ Spring 20	
Administrator:	
Department Chair/Coordinator (or designee):	
PRE-OBSERVATION:* (may be conducted by phone or video chat) ✓ DISTRIBUTE EVALUATION OF INSTRUCTOR PERFORMANCE LONG FORM (G3L)	
✓ Classroom Observation: (Selected by evaluatee and administrator)	Date:
Will only take place outside of 7th to 13th week for good reason	
	Room:
Control # Course:	Time:
✓ Select Option for Student Input (G5)	Option #
✓ SELECT CLASSES FOR SFF FORMS (verify enough Scantron forms):	
Conducted no later than week before observation; must be between	
40-80% instruction point of the primary term	◆Administer <i>after</i>
♦ Evaluatee choice class #1:	
Control # Course	return by
◆ Administrator/Chair/Peer choice class #2:	
▼ Transmistrator/ Chair/1 cer choice chass // 2.	◆Administer <i>after</i>
Control # Course	•
	,
	return by
 ✓ PROVIDE INSTRUCTOR SELF-EVALUATION INPUT FORM (G2) Evaluatee submits to Administrator and Chair 1 week prior to class observation ♦ Course syllabus for class to be observed. ♦ Objectives for class being observed. ♦ Completed Instructor Self-Evaluation Input Form (G2). 	Date Due:
DED A DEMENTS CHA ADDED CON GOOD DAY A TOD DIDLE FORM (CA)	G4 Due:
DEPARTMENT CHAIRPERSON/COORDINATOR INPUT FORM (G4)	
PRIOR TO EVALUATION SUMMARY POST-OBSERVATION: Minimum 1 day prior to post-observation conference; 2 days if improvement plan included ✓ Provide instructor with copy of narrative(s), summary of student Input, department chair input, and G3 form.	Date Due:
POST-OBSERVATION AND EVALUATION SUMMARY CONFERENCE: Discuss Evaluation of Instructor Performance Long Form(G3L) Discuss narrative comments including student comments/evaluations. Sign evaluation forms.	Date: Room: Time:

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

TIMELINE FOR TENURED FACULTY EVALUATION (SHORT FORM PROCESS)

Faculty Member:	
Department:	
Semester: □ Fall □ Spring 20	
Administrator:	
Department Chair/Coordinator (or designee):	
PRE-OBSERVATION (may be conducted by phone or video chat):* ✓ DISTRIBUTE EVALUATION OF INSTRUCTOR PERFORMANCE SHORT FORM (G3S)	
✓ Classroom Observation: (Selected by evaluatee and administrator)	
Will only take place outside of 7 th to 13 th week for good reason	Date:
Control #Course:	Time:
✓ Select Option for Student Input (G5)	
✓ SELECT CLASSES FOR SFF FORMS (verify enough Scantronforms):	Option #
Conducted no later than week before observation; must be between 40-80% instruction point of the primary term • Evaluatee choice class #1:	◆ Administer <i>after</i>
Control #Course	return by,
◆ Administrator/Chair/Peer choice class #2:	◆ Administer <i>after</i>
Control #Course	
	return by
 ✓ PROVIDE INSTRUCTOR SELF-EVALUATION INPUT FORM (G2) Evaluatee submits to Administrator and Chair 1 week prior to class observation ◆ Course syllabus for class to be observed. ◆ Objectives for class being observed. ◆ Completed Instructor Self-Evaluation Input Form (G2). 	Date Due:
DEPARTMENT CHAIRPERSON/COORDINATOR INPUT FORM (G4)	G4 Due:
PRIOR TO EVALUATION SUMMARY POST-OBSERVATION: Minimum 1 day prior to post-observation conference; 2 days if improvement plan included ✓ Provide instructor with copy of narrative(s), summary of student Input, department chair input, and G3S form.	Date Due:
POST-OBSERVATION AND EVALUATION SUMMARY CONFERENCE: (For short form process, this may be conducted by phone or video chat) ✓ Discuss Evaluation of Instructor Performance Short Form (G3S). ✓ Discuss narrative comments including student comments/evaluations. ✓ Sign evaluation forms.	Date: Room: Time:

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

TIMELINE FOR TENURED FACULTY EVALUATION (PEER EVALUATION PROCESS)

Faculty Member:	
Department:	
Semester: □ Fall □ Spring 20	
Administrator:	
Tenured Peer Evaluator(s):	
Note: Peer evaluator must have received peer evaluation training.	
Peer evaluator initials confirming training:	
<u> </u>	
PRE-OBSERVATION:*	
✓ DISTRIBUTE EVALUATION OF INSTRUCTOR PERFORMANCE FORMS (G3)	
✓ Classroom Observation: (Selected by evaluatee and evaluation team)	Date:
Will only take place outside of 7th to 13th week for good reason	Room:
Control # Course:	Time:
✓ Select Option for Student Input (G5)	Option #
Science Option for Student Imput (GS)	
✓ SELECT CLASSES FOR SFF FORMS (verify enough Scantron forms):	◆Administer <i>after</i>
Conducted no later than week before observation; must be between	•Administer <i>ujter</i>
40-80% instruction point of the primary term ◆ Evaluatee choice class #1:	
♦ Evaluatee choice class #1.	return by
Control #Course	
	◆Administer <i>after</i>
◆ Administrator/Peer choice class #2:	
Control # Course	
Control II Course	return by
✓ Provide Instructor Self-Evaluation Input Form (G2)	Date Due:
Evaluatee submits to Administrator and Peer 1 week prior to class observation ◆ Course syllabus for class to be observed.	
◆ Objectives for class being observed.	
◆ Completed Instructor Self-Evaluation Input Form (G2).	
EVALUATION TEAM MEETING:	Date:
(Administrator and Peer only) ✓ Complete Evaluation of Instructor Performance form (G3).	Room:
✓ Complete narrative.	Time:
✓ Complete Summary of Student Comments	
PRIOR TO EVALUATION SUMMARY POST-OBSERVATION:	Date Due:
Minimum 1 day prior to post-observation conference; 2 days if improvement plan	
✓ Provide instructor with copy of narrative(s), summary of student	
Input and G3 form.	
DOCT ODCEDUATION AND EVALUATION CHAMADY COMPRESSOR	
POST-OBSERVATION AND EVALUATION SUMMARY CONFERENCE: ✓ Discuss Performance Rating Sheet (G3).	Date:
✓ Discuss Performance Rating Sheet (O3). ✓ Discuss narrative comments including student comments/evaluations.	Room:
✓ Sign evaluation forms.	
	Time:

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

CATASTROPHIC LEAVE REQUEST FORM

Ple	ase return the completed form to the	Human Resources Departm	ent.	
I he	ereby request Catastrophic Leave for	the following reason(s):		
	Prolonged personal illness/injury Prolonged illness/injury of immediate Pregnancy (Catastrophic Leave is or used for the purpose of baby bonding	nly available while you are	on pregn	ancy disability leave [PDL]. It cannot be
Ple	ase note: To qualify for Catastroph	nic Leave, all of your accr	ued leav	e balances must be exhausted.
I w	ill exhaust all of my paid leave baland	ces on approximately:		(enter date).
req	w do you want this Catastrophic Louested Catastrophic Leave. No medican Resources staff to disseminate you	cal information will be shar	red). By	
	Districtwide Email Notify my Department ONLY (inse Notify my Bargaining Unit ONLY Do not notify	ert Department Name):		
	will not be provided with any donor my medical file. I further understar schedule, and I am in need of additi	is donated that it is done so r information; I understand nd that in the event I return ional catastrophic leave dor only accepted and processo ations are only deducted on on may or may not be utilize	on a conthat a confrom my nations, I ded on belone the emed. Don	py of this request will be placed in leave of absence to a limited am required to reapply for half of employees who have approved aployee in need reaches a non-ations are deducted based on the
		Employee Information	1	
	l Name Printed:			Employee Number:
Sig	nature:			Date:
Dep	partment:			Bargaining Unit:
		Human Resources Use Only	e	'
$\Box A$	approved □Disapproved	Date:		
	uman Resources Review:	<u> </u>		

CATASTROPHIC LEAVE DONATION FORM

Date:
Donating Member's Name:
Employee Number:
I wish to donate (enter number of sick leave hours in 8 hour increments) sick leave hours to (enter name of person to receive donated hours).
Donating Member's Signature:
Donations are only accepted and processed on behalf of members who have approved Catastrophic Leave Requests. Donations will be deducted from your sick leave accruals once the employee in need reaches a non-compensated status. Your donation may not be utilized if the requested number of hours has already been reached. If the requested number of hours has been reached prior to your donation, your leave donation form will be returned. Donations are deducted based on the order in which the donation forms are received. All leave donations are irrevocable and confidential.
Return completed form to Human Resources
FOR PAYROLL USE ONLY:
RECEIVED BY:

GLOSSARY

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

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

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

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

CBA – Collective Bargaining Agreement.

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

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

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

FSA – Faculty Service Area.

LTPA – Leave, Tenure, and Professional Advancement.

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

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

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

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

P.I.P. – Performance Improvement Plan.

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

Pro-rata – In proportion to.

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

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

SLOs – Student Learning Outcomes.

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