Agreement between

The Butte-Glenn Community
College District

and

The Butte College
Education Association

July 1, 2009 - June 30, 2012
# 2009-2012 Agreement Between the Butte-Glenn Community College District and the Butte College Education Association-CTA/NEA

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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 Public Information - The Association shall be provided with materials and data that are available to the public. When materials are requested that are not readily available in the form requested, the Association shall pay for all staff time and supplies necessary to produce the materials, providing such materials can be produced subject to the time limitations of staff and work priorities.

3.2 Board Policies/Administrative Procedures - 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 Board Minutes - The District shall furnish the Association with one (1) copy of all official Board minutes and one (1) copy of each Board agenda packet, excluding all confidential information or materials as defined by applicable law.

3.4 Employee Lists - The District shall provide the Association with the names, College location address and telephone numbers of academic unit members at intervals not to exceed once per fiscal year upon Association written request. Additional newly hired bargaining unit employees' names, College locations, and telephone numbers shall be furnished as hired during the fiscal year.

3.5 Distribution of Materials - The Association may distribute organizational literature on District property, provided there is no interference with District business. No one shall be allowed to distribute materials in a manner which distracts employees while performing their duties. Duly authorized communications may be placed by the Association in mailboxes of unit members. Such communications must be dated and bear the Association's identification as the distributor.

3.6 Bulletin Board Usage - Duly authorized communications may be placed by the Association on the bulletin boards of the College. Such communications must be dated and bear Association identification as the distributor.

3.7 Equipment Usage - The Association shall secure prior approval from the 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 Telephone Usage - The Association shall not cause any long distance telephone calls or any other charges to be billed to the District.
3.9 **Postage Machine** - The Association shall not be granted the use of the District postage machine.

3.10 **Use of Facilities** - The Association and its members shall have the right to make reasonable and lawful use of available school buildings at reasonable times for meeting purposes subject to requirements of the Civic Center Act and applicable Board policies provided that such use, when applied for, shall be granted if no conflict exists and provided that such use which necessitates custodial overtime shall be compensated by the Association at the rate of $10 per hour. The Association agrees to leave school buildings in the condition found, free of damage or loss other than damage resulting from normal wear and tear.

3.11 **Employee Organization Contact Procedures**

3.11.1 The Association shall provide the Superintendent/President the name(s) of recognized employee organizational representative(s) authorized to discuss organizational matters with District employees. Each notification shall include a statement agreeing to comply with the terms of the contract.

3.11.2 The Association shall notify the Superintendent/President, or designee, whenever an authorized representative shall be on campus.

3.11.3 The Association representatives shall have access to unit members for Association business during the unit members' non-scheduled hours of instruction or service. In no event shall an Association representative or unit member interrupt or interfere in any way with normal work.

3.12 **Organizational Security** - The Board and the Association recognize the right of all employees to form, join and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join or participate in employee organizations or the Association's activities.

3.13 **Dues Deductions** - The District will deduct from the pay of Association members and pay to the Association the normal and regular monthly Association membership dues as voluntarily authorized, in writing, by the employee on the District-approved form, subject to the following conditions:

3.13.1 The District agrees to deduct dues in uniform amounts from all eligible Association members with the unit recognized and enumerated in Appendix "A2" who have signed an authorization card for such deduction in a form approved by the District, subject to the following conditions:

A. Such deduction shall be made only upon the submission on a District-approved form of a duly-executed and revocable authorization by the employee;
B. The District shall not be obligated to put into effect any new, changed, or discontinued deduction unless the change is in the District payroll office prior to the tenth (10th) of the month;

C. Association members who have voluntarily authorized dues deductions shall, from year to year, continue to have dues deducted until discontinued in writing;

D. Dues shall be deducted from warrants for each month of the ten (10) month fiscal year;

E. The Association agrees to indemnify, defend or hold the District harmless against any claims made of any nature whatsoever, and against any claim or suit instituted against the District arising from its collection and deduction of Association dues.

3.14 School Calendar - District agrees to negotiate on the calendar with Association in order to allow Association input prior to presentation to the Board for final decision.

3.15 Release Time - A maximum of three (3) authorized unit members of the Association Bargaining Committee shall be released from their regular work duties, with pay, if negotiations meetings with management are scheduled during working hours of the unit members involved.

3.15.1 BCEA unit officers release time of 1.0 FTEF will be divided among unit officers at BCEA’s discretion; BCEA will notify the respective Vice President(s) of the planned release not later than June 30 for the following academic year.

3.16 Distribution of Contract - After the execution of this contract, the District shall print or duplicate and provide a copy of this contract to every employee in the bargaining unit.

3.17 Management Orientation - The District and the Association jointly shall conduct an orientation session, not to exceed two (2) hours, on this Agreement for all unit members.
ARTICLE IV

MANAGEMENT RIGHTS

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

5.1 Personnel Files

5.1.1 The official personnel file of each unit member shall be maintained at the District 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.

5.1.4 A unit member or authorized representative shall have the right, without loss of pay during his/her regular working hours, and during the regular District office business day to examine all materials (except those items which were obtained prior to employment, prepared by identifiable examination committee members or obtained in connection with a promotional examination) contained within the official personnel file. Advance appointments for examination shall be required and scheduled with District representatives.

5.1.5 The Association agrees to indemnify and hold harmless the District from any and all claims, demands, suits or any other action arising from an authorized Association representative's examination of the file.

5.1.6 Official personnel files are considered confidential and are available for review only to those persons having a legal right or authorization to inspect. The District shall maintain a log, within each personnel file, indicating the persons who have examined the file and the date of such examination.

5.1.7 District shall have a representative present when any official personnel file is examined.
5.1.8 At the written request of the unit member, derogatory materials shall be sealed in the personnel file after remaining in the file for a period of two (2) years.

5.1.9 Day - A "day" for the purpose of this contract (except as defined elsewhere) is any day in which the central Administration office of the District is regularly open for business.
ARTICLE VI
EVALUATION

6.1 Introduction (Teaching and Non-Teaching Unit Members)

6.1.1 Butte College, in a commitment to excellence in education, opens all facets of the educational environment to periodic review and evaluation. The primary intent of this open assessment is to improve the learning environment for students.

6.1.2 Faculty members are at the heart of the instructional process. It is through their ideas and involvement that instructional programs are developed, delivered, and improved. Educational excellence at Butte College is therefore dependent upon the quality of the faculty and upon their continued improvement. The objective of faculty evaluation is to sustain and improve the high quality of the faculty.

6.1.3 Evaluations will be conducted in a spirit of constructive observation, mutual respect, and goodwill. Before the evaluation process begins, the evaluator shall make the following assumptions. The faculty member:

A. is a professional and will be treated with all the dignity implied in professionalism;

B. has the capacity to correct any deficiencies which might be recognized;

C. is committed to improving him/herself as an ongoing process;

6.1.4 The purpose of the faculty evaluation process is to develop and sustain excellence in the performance of duties. Evaluation provides faculty members with official records of their professional service, encourages professional growth and development, and provides a means of recognizing excellent performance. Only if the evaluation process identifies significant inadequacies that do not yield to necessary improvements will evaluation data be used for personnel decisions including recommendations for staff transfer or termination.

6.1.5 The term "teaching" and "instructional" are used interchangeably and refer to those unit members whose primary responsibility is in the classroom. The terms "non-teaching" and "special services" are used interchangeably and refer to those unit members whose primary responsibility is other than the classroom (a job description other than Section 7.2.1). All unit members are considered "faculty" unless "faculty" is used in a section clearly referring to "teaching" or "non-teaching" only. Classroom is defined as the environment, whether face-to-face or in a distance modality, in which instruction is delivered.
6.1.6 While a unit member is on the BCEA grievance committee, s/he cannot be a peer evaluator.

6.1.7 If an evaluee feels his/her job is in jeopardy, s/he may have a BCEA representative from the grievance committee at any meeting or classroom observation concerning evaluation. The BCEA representative shall be an observer only and will not participate directly or indirectly in the evaluation process, nor will his/her presence be mentioned in any documentation or discussion.

6.2 Guidelines (Teaching and Non-Teaching Unit Members)

6.2.1 Proper evaluation requires:

A. Clear faculty role expectations. A job description which delineates the areas of responsibility and duties is required for each faculty member.

B. A close communication network between the unit member and his/her evaluator or evaluators so that honest and meaningful information and perceptions can be exchanged;

C. A plan and procedures for improving a faculty member's skills and abilities when such needed improvement is recognized by either the unit member or the evaluator. Such improvement plans could include (but are not limited to) the taking of classes, workshops, conferences, voluntary therapy, reading assignments, lesson plan rewrites, classroom observations, peer assistance, etc.; and

D. A defined process for follow-up on specific improvement plans, activities, or assignments which will be conducted to measure and determine the accomplishment of needed improvements.

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

A. The faculty member's performance appraisal shall NOT be predicated upon lawful, non-school related personal actions which have no impact on the unit member's job performance or effectiveness as an employee.

B. The faculty member shall not receive reprisals for exercising freedoms guaranteed by the Constitution of the United States.

6.3 Areas of Instructional Evaluation

6.3.1 Areas for faculty evaluation include:
A. Teaching and Instruction--Classroom Effectiveness.

1. Plans for and is continually well prepared to teach.
2. Provides organized and effective delivery of instruction.
3. Is courteous to and approachable by students.
4. Is able to relate with students and command their respect.
5. Stimulates student participation.
6. Instruction is consistent with the stated and approved goals and objectives.
7. Shows enthusiasm for the subject matter.
8. Uses effective motivation to create student desire to learn the subject/skill(s).
9. Uses standards of student evaluation that are clear, fair, and followed consistently throughout the course.
10. Requires and evaluates levels of student effort sufficient to determine the mastery of the subject or skills in the course.
11. Grades and returns student assignments and tests in a reasonable period of time.
12. Makes effective use of teaching aids and materials.
13. Is an overall effective teacher.

B. Preparation of Up-to-Date Instructional Methods and Materials.

1. Prepares complete course syllabi.
2. Continually revises and updates course contents, methods and materials of instruction.
3. Coordinates course contents and methods with other teachers in the program/discipline.

C. Meets and assists students during office hours or by pre-arranged appointment or at other reasonable times.

D. Professional Growth (The following are examples of professional growth which may be included in the Self-Evaluation Form).

1. Classes taken.
2. Conferences attended.
3. Professional achievements.
4. Reading and course work taken.
5. Attendance at staff development functions.
6. Visitations to other educational institutions or appropriate businesses, agencies or organizations.
7. Other efforts to improve teaching and individual effectiveness.
E. Area and Department Responsibilities.

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

F. College-wide Service.

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

G. Community Service.

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

6.4 Student Evaluation of Instructors (Tenured and Non-Tenured) (G1)

6.4.1 To secure student feedback and provide a method for student influence into their educational process, the College requires that Instructor/Course Evaluations by students be conducted a minimum of once each academic year. Additional evaluations may be conducted if desired by instructor, administrator, or evaluation team. These student evaluations are designed to capture the student's
evaluation of a given instructor and course and to insure that the information is made available to the instructor and to relevant parties responsible for maintaining educational excellence.

6.4.2 General Procedures.

A. The area dean's office shall be responsible for managing, conducting, coordinating and processing the Instructor/Course Student Evaluation of full-time instructors.

B. The student evaluation 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. Tenured faculty shall be evaluated between the seventh and thirteenth week of the semester. The faculty member will select the day(s) the evaluation is to be administered.

D. Instructors to be evaluated by their students in a given semester shall be notified prior to the evaluation 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 evaluation process.

F. The classroom student evaluation shall be conducted by an administrator designated by the Vice President of Learning. The evaluation may be administered in class by a volunteer student or instructional aide.

G. Great care shall be taken to see that students understand their role, take the evaluation seriously, are provided adequate time and that student comments are actively solicited and encouraged as a major component of the student's evaluation.

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

6.4.5 Students shall never suffer any retaliation for evaluations or comments on the evaluation form, or for oral or written comments made to administrative evaluators or their designees.

6.4.6 Instructor/Course evaluations 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 Evaluation forms, as well as the computerized summary, will be placed in the instructor's personnel file.

6.4.7 Instructor/Course evaluations 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 evaluations (used when instructor is not scheduled for formal evaluation).

A. If the student evaluations indicate a significant problem or point to a significant weakness in the instructional technique or approach employed by an instructor, the area dean shall make arrangements for a personal meeting with the instructor to discuss the results of the student evaluation.

B. One of the outcomes of the meeting will be the creation of an improvement plan and/or the scheduling of a classroom observation by the area dean or administrator designated by the area dean. If a mutually agreed upon improvement plan is not developed within twenty (20) working days, an administratively developed improvement plan shall be used.

C. With the full knowledge of the instructor, it shall be the responsibility of the area dean to keep a record of the proceedings. The instructor shall be given every opportunity to improve and shall be provided with assistance as needed.

D. Should any negative aspects of the proceedings be judged important enough for entry into the instructor's personnel file, the instructor shall be notified and afforded the right to respond in writing should he/she so desire.

6.4.9 The area dean will review the status of the process with the Vice President of Learning and make him/her aware of the results of meetings, observations and the status of any Improvement Plan in progress or in the developmental stages.
6.4.10 Specialized student evaluation forms (SEFs) currently exist for the fire academy, police academy, LEAD ESL, and science labs. Additional specialized SEFs may be developed by mutual agreement between the District and BCEA. Specialized SEFs for lab and online courses need to be officially approved.

6.5 Instructor Self-Evaluation (G2)

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

6.6 Evaluation of Tenured Instructor Performance (G3)

6.6.1 The Vice President of Learning 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 Vice President of Learning.

A. Formal evaluation reports for regular full-time instructors must be submitted a minimum of at least once each three academic years, and at the option of the instructor, may be conducted during any term or session of instruction.

B. Tenured instructors scheduled for formal evaluation will be given the opportunity ten (10) working days prior to the pre-conference to choose either the peer evaluation process (6.6.6) or the department chair/coordinator peer input process (department chair input form acts as the peer evaluator). If the peer evaluation process is selected, the selection process outlined in 6.6.6 A.1 will be used prior to the pre-conference. (Where no unit member department chairperson/coordinator exists, a BCEA designee will serve in the role of the department chairperson/coordinator for the purpose only of mutually agreeing on a faculty designee. Thereafter, the mutually agreed upon faculty designee will serve on the evaluation committee in the role of the department chairperson/coordinator.)

C. Formal evaluation reports shall include evaluation and comments on teaching effectiveness, professional growth and currency, and area and departmental responsibilities. Evaluation and/or comments in the area of community service may be included at the option of the faculty member.

D. The Formal Evaluation of Instructor Performance Reports shall be based upon data obtained from student evaluations, 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 evaluation forms (SEFs) are not given to the instructor until final grades are posted whereupon the instructor may make further comments on the evaluation report covering that class.)

E. The Department Chairperson/Coordinator Input Form (G4) will be attached as a part of each evaluation and will be placed in the instructor's personnel file along with all other evaluation documentation.

F. The Formal Evaluation Report shall provide for narrative comments by both the evaluator and the instructor.

G. The evaluator and faculty member shall sign the Formal Evaluation Report of Instructor Performance. The instructor signature indicates only that the instructor has read and understands the contents of the report.

H. The original copy of each Formal Evaluation Report (and any related substantiating information) shall be forwarded to the Human Resources Office for inclusion in the instructor's personnel file. Copies of the Formal Evaluation Report of Instructor Performance shall be provided to the instructor and to his/her immediate dean.

6.6.3 Classroom observations shall be performed by the appropriate supervising dean or other administrator, so designated by the Vice President of Learning. At least one classroom observation must be conducted before a Formal Evaluation of Instructor Performance is prepared. Components of a classroom observation include a pre-conference, observation and data collection, a post-conference, and an Instructor Improvement Plan (if necessary).

A. A pre-conference is an informational meeting between evaluator(s) and the instructor which may include but is not limited to lesson plans, course syllabi, course and class goals, selection of standardized option for soliciting student input (G5) and objectives for the period of observation and data collection.

B. The classroom observation and/or data collection component of a classroom observation is an active, systematic, and purposeful process which requires the observer to assess teacher-student interaction. Data collection includes evaluator soliciting student input using the standardized options.

C. Evaluators are expected to ask questions and obtain clarification from evaluatee during (if appropriate) and immediately after the classroom observation.
6.6.4 The final written Evaluation Report of Instructor Performance shall be composed of the following: 1) the Butte College Formal Evaluation of Instructor Performance form, 2) narrative comments on matters of substance by the evaluator(s) (including data from student evaluations, solicited student comments obtained during classroom observation, and information from Department Chair/Coordinator Input Form), and 3) teacher comments in response to the evaluation, if desired.

The written evaluation shall:

A. Be based on the unit member's job description, areas of responsibility and duties.

B. Include significant data regarding mitigating factors which may influence job performance.

C. Be in terms of observable or verifiable behavior or information.

D. Avoid evaluative conclusions which cannot be supported with verifiable and specific examples, information, or generally accepted criteria of good educational practices.

E. Be based only on job-related criteria and factors.

6.6.5 Post-Observation and Evaluation Summary Conference.

A. An Evaluation Summary Conference with the evaluatee shall be mutually scheduled by the evaluator(s) and evaluatee. However, if mutual agreement is not reached after 10 working days the evaluating administrator shall schedule the conference giving a 5 working day notice to evaluatee. The written evaluation report should be reviewed by the instructor before a discussion of the evaluation's contents. The discussion should focus on sustaining or improving instructional effectiveness.

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

C. Initially, improvement plans may be oral or written. Should inadequacies or substandard performance continue, further improvement plans shall be in written form.
6.6.6 Optional Peer Evaluation for Tenured Faculty

A. Selection of peer evaluator.

1. A tenured peer evaluator (any faculty member who has completed a District and BCEA sponsored in-service training session specifically designed for peer evaluation—the evaluatee is encouraged to select a peer from within his/her department) will be selected by mutual agreement between the evaluatee and area dean or other administrator as designated. In those cases where mutual agreement cannot be reached, the evaluatee and appropriate administrator will each select three faculty names. Each will then cross off one name from the list leaving four names. The remaining names will then be placed in an appropriate container. The evaluatee will then draw from the container. The name drawn will be the peer evaluator. A faculty member if asked is obligated to participate in at least one peer evaluation every two years.

2. The area dean or other administrator as designated and peer evaluator will work as a team to perform the instructor evaluation.

3. The peer evaluator and area dean will follow the same procedures used for the formal evaluation outlined in 6.6.2 A-G, 6.6.3 A and B, 6.6.4 A-E and 6.6.5 A, B and C.

4. After the classroom observation the area dean (or other designated administrator) and peer evaluator will separately write the evaluation report.

5. The area dean (or other designated administrator) and peer evaluator will meet to compare their reports and by mutual agreement merge the two reports into one final document.

6. If mutual agreement cannot be reached, a second observation of a different class will be performed.

7. If no agreement is reached after the second observation, the Vice President of Learning 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 Vice President of Learning. (Individual evaluation forms from classroom visits and other student evaluation forms (SEFs) 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 Vice President of Learning.
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 his/her department) chosen by the evaluatee. Eight hours of flex credit per semester 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 semester 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 evaluation 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 evaluation(s) will be administered. Within the timelines of 6.6.8 B.2 above, the student evaluation will be administered to different classes than those visited by the team. Either may choose a course taught in a distance modality if applicable.

6.6.9 All evaluation team members will serve until such time as the contract employee is granted tenure or is terminated.

A. If a replacement of the peer evaluator is required, the evaluatee will select another peer.

B. If a replacement of the chairperson/coordinator or faculty designee is required, another person will be selected by mutual agreement between the chairperson/coordinator and the dean.

C. If the evaluatee wishes the chairperson/coordinator or faculty designee or peer evaluator to be replaced because of personal or professional differences (not the specific content of the evaluation), s/he may appeal to the LTPA Committee (see 6.6.6).

6.6.10 The Formal Evaluation for non-tenured faculty shall follow the same procedures outlined in the BCEA contract for tenured faculty (pre-conference, observation, post-conference, written evaluation, and an instructor improvement plan if necessary). Exceptions are as follows:

A. A coordinator or chairperson in a related area will be chosen.

B. There will be a minimum of one evaluation per year by the evaluation team, with a minimum of one joint class visit by all team members. The class will be mutually agreed upon by the team and evaluatee. If agreement on which class is to be visited cannot be reached, there will be a minimum of one evaluation per semester 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 evaluation forms (SEFs) are being completed.

1. The evaluation shall be conducted during the first semester of employment, and thereafter, a minimum of once a year during the instructor’s probationary status.

C. In the event that one or more of the required components of a formal evaluation cannot be completed due to circumstances related to the unit member’s employment, such as illness or absence, the evaluation report will be based on components that have been completed.

D. Each team member will submit his or her own written evaluation to the team chairperson. If consensus is possible, a single evaluation by the team chairperson will be written. Otherwise, each team member will submit his or her own evaluation with one of the recommendations stated in 6.6.10 D. Each team member will review the final report(s) before it is sent to the LTPA Committee. (See G10.)

E. The evaluee is to be given copies of all documentation (except as stated in 6.6.2D and 6.6.7.A) ten (10) working days before it is sent to the Tenure Committee. After the evaluee discusses the documentation with the evaluation team, the team may revise the documentation and the evaluee may submit a written response included in the materials sent to the LTPA Committee.

F. Prior to February 1 of each year, 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.

6.6.11 The LTPA Committee.

A. The Leave, Tenure, and Professional Advancement Committee (LTPA Committee) shall be composed of:

1. Two executive members of the Academic Senate chosen by the Senate.
2. Two 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 Educational and Student Programs and Services Management staff.

B. All members of the LTPA Committee must have completed a District and BCEA sponsored in-service training session specifically designed for evaluation.

C. The results from each evaluation team are passed to the LTPA Committee which in turn sends them to the Vice President of Learning. 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. Vice President of Learning
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 March 15 the second report will be sent to the:

1. Director of Human Resources.
2. BCEA President.
3. Vice President of Learning

D. The LTPA Committee shall be responsible for reviewing 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.

6.7 Areas of Special Services Evaluation

6.7.1 Rating non-teaching 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 Special Services Faculty Performance

6.8.1 The Vice President of Learning shall be responsible for implementing and managing the process of evaluation.

6.8.2 The Formal Evaluation of Non-Teaching Faculty Performance reports shall be written by the supervising or designated administrator.

A. Formal Evaluation of Non-Teaching 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 non-teaching unit members scheduled for formal evaluation shall be given the opportunity ten (10) working days prior to the pre-conference to choose either the peer evaluation process (6.6.6) or the department chair/coordinator input process (department chair/coordinator form acts as peer evaluation). If the peer evaluation process is selected, the selection process outlined in 6.6.6 A. 1 will be used prior to the pre-conference.

D. Formal Evaluation reports shall include evaluation and comments on job effectiveness, professional growth and currency, and area and departmental responsibilities. Evaluation and/or comments in the area of community service may be included at the option of the faculty member.

E. The Formal Evaluation of Special Services 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 (G8) 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 Special Services 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 Special Services 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 Vice President of Learning. At least one job site visitation must be conducted before a Formal Evaluation of Special Services Faculty performance report is prepared. Components of a job site visitation include a pre-conference, observation and data collection, a post conference, and an improvement plan, if necessary.

A. A pre-conference is an informational meeting between evaluator(s) and the evaluee 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 evaluee's effectiveness relative to his/her job description.

C. Evaluators are expected to ask questions and obtain clarification from evaluee during (if appropriate) and immediately following the observations.

6.8.4 The final written Formal Evaluation of Special Services Faculty Performance shall be composed of three elements: 1) the Butte College Formal Evaluation of Special Services 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.

The written evaluation shall:

A. Be based on the unit member's job description, areas of responsibility and duties. The job description should be given to the faculty member at the pre-evaluation conference.
B. Include significant data regarding mitigating factors which may influence job performance.

C. Be in terms of observable or verifiable behavior or information.

D. Avoid evaluative conclusions which cannot be supported with verifiable and specific examples, information, or generally accepted criteria of good educational practices.

E. Be based only on job-related criteria and factors.

6.8.5 Post-Observation and Evaluation Summary Conference.

A. An evaluation summary conference with the valuee shall be mutually scheduled by the evaluator(s) and valuee. 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 valuee. 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. Initially, improvement plans may be oral or written. Should inadequacies or substandard performance continue further improvement plans should be in written form.

6.9 Peer Evaluation for Tenured Special Services Faculty

6.9.1 When a non-teaching 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 valuee 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 Vice President of Learning 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 Non-Teaching 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 evaluee 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 semester 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 evaluee may, if s/he feels his/her job is in jeopardy, have a BCEA representative at any meeting or job site observation concerning evaluation. The BCEA representative shall be an observer only and will not participate directly in the evaluation process, nor will his/her presence be mentioned in any documentation or discussion.

6.10.3 All evaluation team members will serve until such time as the probationary faculty member is granted tenure or is terminated.

A. If the replacement of the peer evaluator is required, the evaluee 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 evaluee wishes the chairperson/coordinator or faculty designee or peer evaluator to be replaced because of personal or professional differences.
(not the specific content of the evaluation), s/he may appeal to the LTPA Committee.

6.10.4 The Formal Evaluation for Probationary Non-teaching faculty shall follow the same procedures outlined in 6.8 of the contract for tenured special services faculty (pre-conference, job site observation, post-conference, written evaluation, and an improvement plan, if necessary). Exceptions are as follows:

A. There will be a minimum of one evaluation per year by the evaluation team, with a minimum of one 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 observed cannot be reached, there will be a minimum of one evaluation per semester by the evaluation team, each with a minimum of one joint observation by all team members. One class 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 or the team may request further observations. These must be different classes from other student evaluation forms (SEFs).

1. The evaluation shall be conducted during the first semester of employment, and thereafter, a minimum of once a year during the instructor’s probationary status.

B. In the event that one or more of the required components of a formal evaluation cannot be completed due to circumstances related to the unit member’s employment, such as illness or absence, the evaluation report will be based on components that have been completed.

C. Each team member will submit his/her own written evaluation to the team chairperson. If consensus is possible, a single evaluation by the team chairperson will be written. Otherwise, each time member will submit his/her evaluation with one of the recommendations stated in 6.6.10 D. Each team member will review the final report(s) before they send it to the LTPA Committee.

D. The evaluatee is to be given copies of all documentation ten (10) working days before it is sent to the LTPA Committee. After discussing the documentation with the evaluation team, the team may revise the documentation and the evaluatee may submit a written response included in the material to the LTPA Committee.

E. Prior to February 1 of 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 87840

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 semester (Section 6.6.10.A) or once a year (Section 6.6.10.A.1) and thereafter at least once every three years (Section 6.6.2.A)).

6.11.2 For temporary, full-time unit members whose hiring date is not July 1, a workable timeline similar to Appendix G10 (with special consideration for the absence of chairs and peers in the summer) must be worked out between the District and BCEA 60 days after the date of hire.

6.12 Full-time unit members who participate in the evaluation of part-time faculty shall be held harmless by the District for their involvement in the evaluation process. Peer evaluators who primarily perform bargaining unit duties are not supervisory or management employees as a result of performing peer evaluation duties. Education Code 87610.1(e).
ARTICLE VII

WORKLOAD

7.1 The District shall have a WSCH/FTE target of 530.

7.2 Duties and responsibilities for teaching and non-teaching faculty members as listed below are included as Appendix E.

7.2.1 Full-time instructor
7.2.2 Counselors - 199 days
7.2.3 Learning Disabilities Specialist
7.2.4 Reference Librarian A – 177 days; Reference Librarian B – 199 days
7.2.5 Coordinator of Job Placement and Work Experience - 221 days
7.2.6 Learning Resource Specialist – 177 days; Reference Librarian B – 199 days
7.2.7 Coordinator for the Center for Academic Success – 199 days
7.2.8 EOPS Financial Aid Specialist/Counselor - 199 days
7.2.9 EOPS Counselor - 199 days
7.2.10 Coordinator of Counseling Services - 199 days
7.2.11 Coordinator of Orientation/Activities - 199 days
7.2.12 Coordinator of Career Services/GAIN - 221 days
7.2.13 Instructional Department Chairs/Coordinators
7.2.14 Re-Entry/Gender Equity Coordinator
7.2.15 Adapted Computer Technology Specialist - 177 days
7.2.16 Career Counselor - 199 days
7.2.17 Transfer Center Counselor (TRUST Counselor) - 199 days
7.2.18 Disabilities Specialist - 199 days
7.2.19 EOPS Coordinator - 221 days
7.2.20 Coordinator of Disabled Student Programs and Services - 221 days
7.2.21 Athletic Trainer - 199 days
7.2.22 Coordinator of Recreational Youth Activities Program – 199 days
7.2.23 Staff Development Coordinator – 199 days
7.2.24 Mesa Project Director – 221 days
7.2.25 Associated Students and Student Activities Advisor – 30 hours per week, 10 months per year
7.2.26 Coordinator of Transfer Center - 199 days

7.3 Loads

7.3.1 Teaching Loads

A. For purposes of calculating load:

1. One hour lecture equals 1/30 of a regular load.
2. One hour lab, activity or studio equals 1/38 of a regular load.

B. The appropriate dean or designee shall assign all of the classes (regular load, banked and extra pay) a unit member will teach for the year.

C. The dean or designee will select from the assigned classes to establish the unit member’s regular load at between 96.5% and 103.5% per 7.3.1 A above, but also as close to 100% as possible. Only complete assignments can be used in this calculation. “Assignments” is defined as a component of instruction (lecture, lab, etc.) assigned to unit member.

D. In the event that several arrangements of classes to be counted for regular load result in load calculations that are equidistant from 100%, the specific arrangement of class assignment to be taught for regular load will be determined by a coin toss.

E. In general, a unit member’s load will be balanced between Fall and Spring term; however, the load assignments for each term are not required to be equal.

F. If the load calculation for that year exceeds 103.5%, and there is no arrangement of assigned classes that will result in a regular load assignment within the range defined in 7.3.1 C, then the units from a complete class from any term of that year can be divided so that sufficient units (lecture or lab) can be added to the regular load to bring it as close to 100% (ties decided per 7.3.1D).

G. If a unit member’s Spring schedule is not known at the time of his/her Fall Semester assignment, then his/her regular Fall Semester load will be assigned between 46.5% and 53.5% but also as close to this range as possible per 7.3.1A above. In this event, the assignment of classes, for the remaining terms of the year, will be made in accordance with 7.3.1C, 7.3.1D and 7.3.1F. Overload classes completed in the Fall term will not be included in the calculation of annual regular load per 7.3.1C.

H. A unit member will receive extra pay or banked load for each complete class assignment taught above his/her regular load. If an additional assignment keeps the unit member within the variance (as per section 7.3.1 D) that assignment will not be considered overload. A unit member’s load will be considered set at census point.

I. Load Banking

1. All unit members, both teaching and non-teaching, regardless of regular work duties, may bank classes they teach.
7.3.2 Special Loads

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

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

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

The Special Education/Handicapped program (only the two current positions at the Chico Work Training Center) operates for approximately 250 days during the calendar year. The work year for instructors in this program shall be 210 days. The assignment of days will be flexible in order to meet the needs of the students as well as the instructor. Special Education instructors may take leave at any time during the year upon prior approval of the Vice President of Learning. The teaching load will be 35 hours per week, a minimum of six hours per day in the classroom and the remainder to be used for preparation, meetings, office hours, etc.

C. Except for the courses or programs listed in Sections 7.3.2.A or 7.3.2.B, the load for all classes is as stated in Section 7.3.1.

D. Any full-time faculty member who teaches an overload in these areas will be paid on the “full-time overload & non-instructional hourly salary schedule (without equity enhancement)” for those hours above the maximum load. The formula pertaining to lecture and lab does not apply. Schedule will reflect base steps from the “hourly rate salary schedule for associate faculty” without equity enhancement.

7.3.3 Each varsity sport will equal three (3) activity hours per sport.
7.3.4 Unit members who are assigned less than a full teaching load as shown in 7.3 shall first have prior approval of the Vice President of Learning.

7.3.5 For large classes that are not open-entry/open-exit, 65-95 students equals double load. Ninety-six or more students equals triple load. Count will be taken at the point of census to determine the number of students in a class for overload purposes. The extra load may be used as part of the regular load, banked, or extra pay.

7.3.6 For both normal load and overload purposes, the following three-unit writing courses are considered the equivalent of four lecture hours each: ENGL 119, 2, 4, 6.

7.4 Instructional unit members will schedule a minimum of five (5) on-campus office hours per week.

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

7.4.1 An office hour will be a minimum of fifty (50) minutes.

7.4.2 Associate deans shall review unit members' office hour schedules, and where student needs require, shall make changes.

7.4.3 Each instructional unit member will attempt to schedule at least one office hour daily (Monday through Friday).

7.5 Teaching loads may be divided among day classes and extended day (evening) and/or outreach classes to complete a teaching load as prescribed in 7.3. If possible such assignment shall not extend over more than a ten (10) hour time span unless requested by a unit member.

Classroom faculty responsibilities represent a 40-hour work week. Variations with faculty work weeks may occur with specialized programs. (See appendix E 7.2.1 Academic Job Descriptions, Full-time College Instructor).
7.6 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 Non-teaching 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 Vice President of Learning 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), non-teaching unit members, with the exception of the Athletic Trainer and counselors, will work a nine and one-half (9 ½) hour per day, four (4) day week rather than a standard eight (8) hour per day, five (5) day week. The Athletic Trainer schedule, during the summer-hours period, will be determined by the Athletic Director. The counseling schedule, during the summer-hours period, will be determined by the Vice President of Student Services. This nine and one-half (9 ½) hour per day, four (4) day week will equal five (5) work days for workload purposes under the provisions of Article 7.2.

7.12 Flexible Calendar Agreement

7.12.1 Instructional Faculty - Contract/Non-Contract

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

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

In the event the faculty member proposes an alternative Individual Activity Contract or presents new materials, those materials must be again presented to the appropriate administrator prior to seeking review by the Flex Committee. The Flex Committee shall review the proposed faculty Individual Activity Contract and shall make a recommendation to the Vice President of Learning. The decision of the Vice President of Learning 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 Vice President of Learning will approve the Individual Activity Contract if it is in accordance with Title V regulations and district needs. The decision of the Vice President of Learning is final.

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

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

With his/her supervisor’s approval, the above staff may attend scheduled Staff Development/flex activities. In a situation where such a request is not approved, the individual may appeal the decision in writing to the Vice President of Learning, 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.

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

7.14 Unit members are limited to one course per semester or four contract hours as an extra assignment. Compensation shall be paid on the “full-time faculty overload and non-instructional hourly salary schedule (without equity enhancement)”. Schedule will reflect base steps from the “hourly rate salary schedule for associate faculty” without equity enhancement.

7.14.1 Exceptions to 7.14 may be granted by the Vice President of Learning.

7.15 **Instructional Department Chairpersons/Coordinators** Instructional department Chairpersons/Coordinators may serve for a three year term with the option of renewing once with approval of the Vice President of Learning. Exemptions can be made for chairs and coordinators who are the sole full-time member of their department. (See Appendix for duty responsibilities)
7.15.1 Department chairs/coordinators shall be evaluated every other year starting with the first year. Additional formal evaluations may be initiated based on administrative or faculty concerns regarding unit member's fulfillment of general scope of responsibilities of an instructional department chairperson/coordinator (Ref. Appendix E 7.2.15).

7.15.2 By April 15th of each year the Vice President of Learning shall communicate in writing to each department chair/coordinator who will not be reappointed for the next academic year.

7.15.3 At the district's sole discretion, department chair I may be required to work an additional thirty (30) duty days and department chair II may be required to work an additional twenty (20) duty days. Compensation for additional duty days shall be at the per diem rate (See 13.3).

7.15.4 When a department chair or coordinator position becomes vacant and the district desires to fill it, the appropriate dean and unit members from the area to be coordinated will serve as a screening committee to review the applicant(s) qualifications. This committee shall send the name(s) of all qualified candidates to the Vice President of Learning for consideration and action. The committee shall specify, in writing, the reasons for a person's lack of qualifications to be considered for the position.

7.15.5 A review committee shall be established to review a department chair/coordinator's dispute with his/her placement. This committee shall be advisory to the Vice President of Learning. The review committee shall include the appropriate dean, department chair/coordinator with the dispute, and a unit member from the same instructional area.

7.15.6 The Vice President of Learning 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.

7.16 Coordinator of Counseling Services (see Appendix for duty responsibilities)

7.16.1 The coordinator of counseling services shall be evaluated at least once per year.

7.16.2 By April 15th of each year the Vice President of Learning shall communicate in writing to a coordinator who will not be reappointed for the next academic year.

7.16.3 When the coordinator position becomes vacant and the district desires to fill it, unit members from the area to be coordinated will serve as a screening committee to review the applicant(s) qualifications. This committee shall send the name(s) of all qualified candidates to the Vice President of Learning for consideration and
action. The committee shall specify, in writing, the reasons for a person's lack of qualifications to be considered for the position.

7.16.4 A review committee shall be established to review a coordinator's dispute with his/her placement. This committee shall be advisory to the Vice President of Learning. The review committee shall include the appropriate department manager, the coordinator with the dispute, and a unit member from the coordinator's area.

7.16.5 The Vice President of Learning shall be responsible to the Superintendent/President for making the recommendation for the coordinator position.

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 semester. Exceptions may be granted by the Vice President of Learning (Section 7.14).

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 non-teaching 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.
ARTICLE VIII

SAFETY

8.1 **District Compliance** - The district shall conform to and comply with all health, safety, and sanitation requirements imposed by state or federal law or regulations adopted under state or federal law.

8.2 **Safety Committee** - Two (2) unit members shall be appointed by the association to the district Safety Committee which reviews health, safety, sanitation and working conditions to insure compliance with section 8.1 of this article. The committee shall make recommendations to the Vice President of Administration concerning improvements in health, safety, sanitation and working conditions.

8.3 **Released Time** - The bargaining unit members on the committee shall be allowed reasonable released time to carry out obligations under section 8.2 of this article assigned by the safety committee.

8.4 **No Discrimination** - No unit member shall be in any way discriminated against as a result of reporting any condition believed to be a violation of section 8.1 of this article.
ARTICLE IX

TRANSFER

9.1 Voluntary Transfer - A notice of open positions within the unit shall be circulated and posted on appropriate bulletin boards. Unit members have the right to request transfer to any open positions for which they are qualified.

9.2 Administrative Transfer - Where due to changing student preferences or administrative requirements it becomes necessary to transfer unit members, such transfers shall be made only after consultation between the member and the supervisor.

9.3 Transfers shall be considered on the following non-ordered criteria:

9.3.1 The qualifications and competency of the unit member to perform the required services.

9.3.2 The length of service in the district.

9.3.3 Affirmative action goals of the district.
ARTICLE X
GRIEVANCES

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

10.2 **Definitions**

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

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

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.

10.2.3 **Day** - a "day" (for purposes of this grievance article) is any day in which the central administration office of the district is regularly open for business.

10.2.4 **Immediate Supervisor** - The immediate supervisor is the first district designated supervisor or manager not within the same bargaining unit who has immediate jurisdiction over the grievant.
10.3 **Time Limits.**

10.3.1 Grievants who fail to comply with the established time limits of any step shall forfeit all rights to further application of this Grievance Procedure.

10.3.2 District failure to respond within established time limits at any step entitles the grievant to proceed to the next step.

10.3.3 Time is of the essence in all processing of grievances.

10.3.4 Time limits and steps may be waived by mutual written consent of the parties.

10.4 **Other Provisions.**

10.4.1 **Member Legal Rights** - Nothing contained herein shall deny to any unit member his/her legal rights under state or federal constitution and laws. No probationary unit member may use this grievance procedure in any way to appeal discharge or a decision by the board not to renew his/her contract of employment. No unit member shall use this grievance procedure to appeal any board decision if such decision is a result of a state or federal regulatory commission or agency, state or federal law decision.

10.4.2 The grievant may be represented by a designee of the association at any step of this procedure above Level I.

10.4.3 **Grievance Processing Limits** - Any grievance or alleged grievance which occurred or is alleged to have occurred and which the unit member knew or could reasonably be expected to have known more than fifteen (15) days prior to notification at Level I with the immediate supervisor shall not be processed by the district.

10.4.4 The chairperson of the association grievance committee and/or the grievant shall be released from their regular work duties, with pay, if grievance resolution meetings are scheduled by the parties during the working hours of the chairperson or grievant involved.

10.5 **Procedural Steps.**

**Level I**

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

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

**Level II**

10.5.4 In the event the grievant is not satisfied with the decision at Level I, the decision may be appealed on the appropriate approved form to the next higher designated supervisor, manager or designee, within five (5) days.

10.5.5 In order to be processed or considered, the appeal shall include copies of the original grievance and decision rendered, and the reason for the appeal.

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

**Level III**

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

10.5.8 The appeal shall include a copy of the original grievance and appeal with the decisions rendered, and, the reasons of the appeal.

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

**Level IV**

10.5.10 If the grievant is not satisfied with the decision at Level III, s/he may appeal the decision in writing within five (5) days to the next higher designated supervisor, manager or designee, when appropriate levels exist. The
Superintendent/President will be the last level of appeal before third party intervention is considered.

10.5.11 The appeal shall include a copy of the original grievance and appeal with the decisions rendered, and the reasons of the appeal.

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

10.6 Advisory Third Party Intervention.

10.6.1 If a grievance is not resolved in Levels I, II, III, or IV, the Association may request, in writing, a hearing before an arbitrator. The request shall be filed in the Human Resources Office within fifteen (15) working days after the written decision of the Superintendent/President.

10.6.2 Within five (5) working days after receipt of a request for arbitration, the Vice President of Administration shall request the California Conciliation Service to supply a list of five (5) arbitrators. The arbitrator shall be chosen by allowing each party, in turn, to strike out one (1) name until only one (1) name remains. The determination of the party to strike first shall be by lot.

10.6.3 The district and the association shall share equally in the payment for the services and expenses of the arbitrator.

10.6.4 A qualified stenographic reporter shall be employed to record verbatim the entire hearing. If either party desires a transcript, that party shall pay the cost of the transcript, and if both parties request transcripts, they shall share the cost.

10.6.5 Powers and limitations of the arbitrator shall be as follows:

A. The functions of the arbitrator shall be:

1. to hold a hearing concerning the grievance;
2. to render an advisory decision, if possible, within twenty (20) working days after the closing of the hearing and, in any event, as soon as possible.

B. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this agreement but shall determine only whether or not there has been a violation, misinterpretation, or misapplication of this agreement as alleged by the grievant or grievants.
C. The arbitrator shall determine disputed interpretation of terms actually found in the agreement or determine disputed facts upon which the application of the agreement depends. The arbitrator may not decide any issue not submitted and may not interpret or apply the agreement so as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The arbitrator shall not render any decision or award merely because in the arbitrator's opinion such decision or award if fair and equitable.

D. The decision of the arbitrator shall be based solely upon the evidence and arguments presented by the parties in the presence of each other and upon arguments presented in briefs.

E. The arbitrator shall have no power to render an award in any grievance arising before or after the effective dates of this agreement.

10.7 Appeal to the Board of Trustees.

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

10.8 General Provisions.

10.8.1 Designations of representatives will be in writing. Such designations shall be entered on the grievance form.

10.8.2 No party may be required to discuss any grievance if his or her representative is not present.

10.8.3 The time allowances set forth in this grievance procedure may be extended by mutual written agreement of the grievant or the grievant's representative and the district.

10.8.4 Any grievance not appealed to the next step of the procedure within the prescribed time limits shall be considered settled on the basis of the answer given at the preceding step.
10.8.5 If the district does not render a written response within the limits set forth at any step of the proceedings, the grievant may advance to the next step.

10.8.6 No reprisal of any kind will be taken by or against any participant in the grievance procedure by reason of such participation.

10.8.7 Wherever under this grievance procedure documents are required to be served or filed on one party by another, they shall be accompanied by a "Proof of Service" which shall include a statement by the party or the party's agent that the document was personally delivered, was deposited in the United States mail with first class postage properly affixed, or was deposited in the school mail, and the date on which said action was taken. The "Proof of Service" shall either be in the form of an affidavit or a declaration made under penalty of perjury. Forms for "Proof of Service" shall be provided by the district and made available by the association.

10.8.8 If the representative of the grievant is a member of the bargaining unit, the district shall permit a reasonable amount of released time for the representative for the purpose of processing the grievance regardless of the outcome of the grievance.

10.8.9 The evaluation of members of the unit, except for alleged violation of procedural matters shall not be subject to the grievance procedure.
ARTICLE XI
LEAVES OF ABSENCE

11.1  Sick Leave

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

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

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

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

11.1.2 When the unit member has made application for retirement, the district shall certify to the State Teachers' Retirement Board the number of days of accumulated and unused leave of absence for illness or injury to which the unit member is entitled on his/her final day of employment.

11.1.3 Credit for sick leave of absence need not be accrued prior to taking sick leave by the unit member, and such leave may be taken at any time during the fiscal year, not to exceed the balance of the unit member's sick leave entitlement through June 30 of that fiscal year.

11.1.4 Any unit member who is on paid status while on sick leave, sabbatical, or other paid leave, shall continue to earn all unit member leave benefits to which entitled if employed full time. A unit member who is on other leaves of absence without pay shall retain all accumulated sick leave benefits but shall not accrue any additional sick leave benefits during such periods of absence.

11.1.5 When a unit member has exhausted his/her sick leave benefits and is absent from work because of illness or accident for a period of five (5) school months or less, whether or not the absence arises out of or in the course of the employment of the unit member, the unit member shall receive fifty percent (50%) of his/her regular salary during the period of such absence up to a maximum of five (5) school months.

11.1.6 Sick leave credit received by transfer from the previous employer of a new unit member shall be accepted pursuant to the provisions and limitations provided in the Education Code. It shall be the responsibility of the unit member to notify the Superintendent/President's office, in writing, of the name and address of the district by whom s/he was last employed and request credit for the accumulated
leave of absence for illness or injury to which s/he is, or was, entitled at the time of separation.

11.1.7 All sick leave rights or accumulations shall be canceled when a full-time unit member severs all official connection with the district as an employee, except that accumulated sick leave may be transferred to a subsequent employing district upon request pursuant to the provisions of the Education Code.

11.1.8 Any unit member shall have the right to utilize sick leave necessitated by pregnancy, miscarriage, childbirth, and recovery therefrom.

11.1.9 At the time a unit member begins his/her contracted employment for each academic year, s/he shall be provided with a current accounting of his/her accumulated sick leave.

11.1.10 If absent five (5) or more consecutive duty days, the unit member shall provide the district, upon request, with a statement from a physician verifying the necessity of such absence.

11.1.11 Sick leave may be utilized by a unit member placed under quarantine on the same basis as though this unit member had been ill.

11.1.12 Faculty may use sick leave in hourly increments for the portion of the day missed. If the member is sick and otherwise not available for the entire day, 8 hours shall be reported. A Temporary Leave Form must be filled out for all temporary leaves as specified under Article 11 excluding sabbaticals, reduced workloads, and job-sharing.

11.2 Industrial Accident and Illness Leave

11.2.1 For accidents or illness which are job-incurred, unit members shall be provided leave benefits under the following provisions:

A. Allowable leave shall be not less than sixty (60) days during which the district is required to be in session or when the unit member would otherwise have been performing work for the district in any one fiscal year for the same accident.

B. Allowable leave shall not be accumulated from year to year.

C. Industrial accident or illness leave shall commence on the first day of absence.

D. When a unit member is absent from his/her duties on account of an industrial accident or illness, s/he shall be paid the portion of the salary due
him/her for any month in which the absence occurs, as, when added to
his/her temporary disability indemnity under Division 4 or Division 4.5
(commencing with section 1600) of the Labor Code, will result in a payment
to him/her of not more than his/her full salary. The phrase "full salary" as
utilized in this section, shall be computed so that it shall not be less than the
member's "average weekly earnings" as that phrase is utilized in Section 4453
of the Labor Code. For purposes of this section, however, the maximum and
minimum average weekly earnings set forth in Section 4453 of the Labor
Code shall otherwise not be deemed applicable.

E. Industrial accident or illness leave shall be reduced by one (1) day for each
day of authorized absence regardless of a temporary disability indemnity
award.

F. When an industrial accident or illness leave overlaps into the next fiscal year,
the unit member shall be entitled to only the amount of unused industrial
accident or illness leave due him/her for the same illness or injury.

G. Upon termination of the industrial accident or illness leave, the unit member
shall be entitled to the benefits provided in Education Code 87780, 87781 and
87786, and for the purposes of each of these sections his/her absence shall be
deemed to have commenced on the date of termination of the industrial
accident or illness leave, provided that if the unit member continues to
receive temporary disability indemnity, s/he may elect to take as much of
his/her accumulated sick leave which, when added to his/her temporary
disability indemnity will result in a payment to him/her of not more than
his/her full salary.

H. During any paid leave of absence, the unit member may endorse to the
district the temporary disability indemnity checks received on account of
his/her industrial accident or illness. The district, in turn, shall issue the
appropriate salary warrants for payment of the unit member's salary, and
shall deduct normal retirement, other authorized contributions, and the
temporary disability indemnity, if any, actually paid to and retained by the
unit member for periods covered by the salary warrants.

I. Any unit member receiving benefits as a result of this section shall, during a
period of injury or illness, remain within the state of California unless
authorized by the governing board to travel outside the state.

J. When all available leaves of absence have been exhausted and the unit
member is not medically able to return to all the duties of his/her prior
assignment, the district shall provide first priority in assigning such a unit
member into classes where his/her disability, at the discretion of the district,
does not hinder the performance of the duties required of him/her if s/he is otherwise qualified.

11.3 Bereavement Leave

11.3.1 Unit members shall be granted, without loss of salary, or other benefits, leave of absence not to exceed three (3) working days or five (5) working days if out-of-state travel is required, at the time of death of any member of the unit member's immediate family. Whenever a unit member has been named executor of the estate, or the travel one way exceeds four hundred (400) land miles, the five (5) days will be granted. Such absence will not be deducted from authorized absences or leaves.

11.3.2 "Member of the immediate family," as used in this section, means the mother, father, grandmother, grandfather, or grandchild of the unit member or of the unit member's spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, registered domestic partner, or any relative living in the immediate household of the unit member.

11.3.3 Bereavement leave shall not be granted during a non-paid leave of absence, holidays, or Board-granted days off.

11.3.4 An extension of Bereavement Leave may be requested by the unit member under Personal Leave provisions (Article XI, Section 11.4).

11.4 Personal Emergency Leave

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

11.4.2 Personal emergencies include serious illness or death of a member of his/her immediate family; an accident involving his/her person or property, or the person or property of a member of his/her immediate family; appearance in court as a litigant, or as a witness under an official order.

11.4.3 "Immediate family" will be interpreted to mean the mother, father, grandmother, grandfather, or a grandchild of the unit member or of the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, registered domestic partner of the unit member, or any relative living in the immediate household of the unit member.

11.4.4 The Vice President of Administration may grant exceptions if a unit member applies under section 11.4.3 or 11.3.2 for leave involving a family member not within the definition of "immediate family" in section 11.4.3, but with whom the
unit member has a particularly close and long-standing relationship. Whether or not to grant the exception is within the sole discretion of the Vice President of Administration.

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

11.5 Additional Emergency Leave

11.5.1 Wherever a unit member's personal emergency leave provisions (described above in 11.4) have been totally exhausted in any fiscal year, and, additional personal emergencies occur, it may be considered cause for granting additional emergency leave.

11.5.2 Such additional leave may be granted, with pay, if approved by the Superintendent/President for a period no longer than six (6) days in any fiscal year.

11.5.3 Any such additional emergency leave granted shall not be cumulative from year to year.

11.6 Military Leave

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

11.7 Required Legal Appearance

11.7.1 A unit member who is subpoenaed will be granted the necessary time off with pay to fulfill this obligation.

11.7.2 The unit member shall pay to the district any fee received for appearance as a witness.

11.7.3 Request for such appearance should be made by presenting as soon as possible the official court summons to the unit member's immediate supervisor and to the district payroll office through regular administrative channels.

11.7.4 Unit members are required to return to work during any day in which such appearance is not required.

11.7.5 The district may require verification of such appearance prior to, or subsequent to, providing compensation.
11.8 Jury Duty

11.8.1 A unit member who is called for jury duty will be granted the necessary time off with pay to fulfill this obligation.

11.8.2 The unit member shall pay to the District any per diem fees paid by the court.

11.8.3 Request for jury duty should be made by presenting as soon as possible the official court summons to the unit member's immediate supervisor and to the District payroll office through regular administrative channels.

11.8.4 Unit members are required to return to work during any day in which jury services are not required.

11.8.5 The District may require verification of jury duty prior to, or subsequent to, providing compensation.

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

11.9.1 Eligibility

A. All unit members who have satisfactorily completed at least six (6) consecutive years of full-time service in the District will be eligible to apply for a sabbatical leave.

B. After completion of a sabbatical leave, the unit member is not again eligible to apply for such leave until he/she has served on a full-time basis for at least six (6) additional consecutive years.

C. A leave for health, maternity, or military service, while not constituting a break in service, will not count as one of the six (6) years required for sabbatical leave eligibility.

11.9.2 Types/Requirements

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

B. Travel - Requires the proposed program 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.

11.9.3 **Financial Arrangements**

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

B. Such leaves granted shall be as follows:

1. One (1) complete school year shall be paid sixty-five percent (65%) of his/her full contractual salary.
2. One (1) semester of the school year shall receive eighty percent (80%) of his/her full contractual salary.
3. For instructional reasons, a complete school year shall have priority over a one (1) semester leave.

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.

D. Compensation while on sabbatical leave will be computed in accordance with the salary schedule in effect during the period of leave and will be paid in equal monthly payments. Sabbatical leave will be counted as service and experience on the salary schedule.

E. Time on sabbatical leave will count towards retirement.

F. Unit members on sabbatical leave shall accrue sick leave, fringe benefits, changes in salary and rating placement, and the same insurance premium contributions by the District as if the unit member were actually employed on campus.
11.9.4 Unit Member Commitment

A. Unit members granted sabbatical leave shall accept the obligation to return to active full-time duty for twice the period of the leave, following return from leave. If a unit member takes a banked leave during this time, it shall count as part of that obligation.

B. The unit member who is approved for a sabbatical leave shall, as the Board directs, sign the "Sabbatical Leave Agreement." In the event s/he does not return to the District for the required time commitment (Section 11.9.4 A), the unit member shall make full restitution to the District for the compensation received while on sabbatical leave. In the case of death, illness, accident, or military leave, making his/her return impossible, the obligation above may be waived.

C. If the unit member does not serve for the entire period of service agreed upon in the "Sabbatical Leave Agreement," the amount of compensation paid for the leave of absence shall be reduced by an amount which bears the same proportion to the total compensation as the amount of time which was not served bears to the total amount of time agreed on.

D. The unit member and the authorized representative of the District shall sign the "Sabbatical Leave Agreement" that indicates the unit member's sabbatical plan and other conditions related to receiving the leave and meeting leave obligations.

E. Unit members shall submit in writing to the Vice President of Learning 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 Vice President of Learning a brief written report of the progress being made to meet the objectives of the leave.

G. Within one (1) semester after return to duty, a unit member who has completed a sabbatical leave shall submit to the Vice President of Learning 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 Vice President of Learning's evaluation, shall be forwarded to the Superintendent/President as evidence of the unit member's completion of the sabbatical leave. If the Vice President of Learning and the unit member agree, the unit member shall present an oral report of the leave activity to interested members of the faculty, administration and Board.
H. Should the Superintendent/President, after consultation with the LTPA Committee, determine that the intent of the leave had not been reasonably fulfilled, s/he will so advise the Board of Trustees. The Board may take such action as may be necessary to recover the funds paid to the unit member while on sabbatical leave.

11.9.5 **District Commitment**

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

11.10 **LTPA Committee**

11.10.1 **Composition:**

A. The composition of the LTPA Committee is given in Section 6.6.11.A.

B. No unit member may continue on the LTPA Committee if s/he files an application for leave or released time (sections 11.9 or 11.10).

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

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

A. If applying for long-term leave with or without paid fringe benefits, then the mutual benefit to the District and the unit member must be considered. A unit member has the option of deciding whether to exhaust sick leave or use bank leave first.

B. If applying for long-term leave with paid fringe benefits or banked time, then the availability of full-time or part-time instruction in the respective academic program must be considered.

C. Applications for banked time and changes in such programs shall be submitted to the Vice President of Learning for approval. Should an
agreement not be reached between the applicant and the Vice President of Learning, the decision shall be referred to the LTPA Committee.

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

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

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

11.11 Leave Guidelines

11.11.1 Banked leaves and leaves with benefits paid will not constitute a break in service. Unpaid leaves will constitute a break in service.

11.11.2 Unless the unit member serves for at least seventy-five percent (75%) of a year, no increment will be given (except for banked time). When a leave is not for a full year, semesters in which a faculty member has taught full time accumulate with two (2) such semesters equaling one (1) year for the purpose of an increment of the salary schedule. However, the increment will only be granted for the next school year. No increments are given in the middle of a school year when only one semester has been completed.

11.11.3 The Board may in any one semester grant no more than 5% of the total number of full-time academic unit members an unpaid leave with or without paid fringe benefits.

11.12 Long-Term Leave Without Pay

11.12.1 Written request for long-term leave, i.e., leaves of over one (1) month, including but not limited to leave for pregnancy, childbirth, disability, recovery therefrom,
obligations associated with pregnancy, personal reasons, etc., shall be presented to the LTPA Committee as per the timeline that the Committee establishes.

A. Unit members granted long-term leave with fringe benefits shall accept the obligation to return the active full-time duty for twice the period of the leave, following return from leave.

B. As a condition to the Board's granting of long-term leaves, the unit member agrees that s/he shall notify the Superintendent/President, in writing, of intent to return to the District. This notification shall be received by 5:00 p.m., on or before April 1, as to whether s/he intends to return the following fall. Where notification is not received within the time limits established, the unit member is determined to have resigned his/her position.

C. If the long-term leave is for less than a fiscal year, the Board shall indicate the notification requirements for the unit member's intent to return to the District on a specific date. Where notification is not received within the time limits established, the unit member is determined to have resigned his/her position.

D. Banked time from overload teaching time allowance

1. Prior to class scheduling each term, an academic staff member may submit to the Vice President of Learning a proposal for accumulating overload hours for the purpose of taking banked time from job responsibilities with full pay and fringe benefits at some future date to engage in endeavors of personal importance, including but not limited to professional improvement.

   In the event a unit member is unable to take his/her banked time leave, with the approval of the District (following the procedure set out in 11.10.2) the unit member may be paid for the classes s/he has accumulated at his/her overload rate, but only if the following conditions have been met (IRC Reg. 1.45-2a):
   a. separation from District employment
   b. verifiable and documented serious and/or pressing need

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.

3. A written agreement (letter of intent) between the academic staff member and the District must be approved by the Superintendent/President.
4. A unit member may elect, in coordination with an approved sabbatical leave, to also utilize earned banked time. See Article 11.9.3(C).

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

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

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

11.14 Reduced Workload (E.C. 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 semester prior to the anticipated date of job sharing.

11.15.2 Approval of the application will be determined by the Vice President of Learning after consultation with the appropriate administrator.

11.15.3 Job sharing has no fixed percent formula, such as 50/50 or 60/40. Based on District needs, and by mutual consent, an employee can work 70% or 80% while his/her counterpart works 40% or 50%.

11.15.4 Job sharing does not have to occur between two employees in the same discipline or area.
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.

11.15.6 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.

11.15.7 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 11.16.7.

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 Vice President of Learning at least one semester prior to the request of return date. Such a request may be acted upon sooner by mutual agreement.

11.15.13 It is recognized by the District that a job sharer is on an approved leave of absence, which may or may not be permanent, but has all rights as well as responsibilities as a regular full-time employee.

11.16 Personal Leave: Seven days of personal leave will be granted each year (non-cumulative), deducted from sick leave.

11.17 Catastrophic Leave Bank (CLB): BCEA will pilot a CLB Program with the intention of merging the bank with other participating units. (See Appendix I)
ARTICLE XII

BENEFITS

12.1 Insurance Programs (General)

12.1.1 All insurance programs are subject to carrier requirements for eligibility enrollment, and, processing of claims.

12.1.2 Insurance programs listed herein shall continue during leaves with pay.

12.1.3 Insurance programs listed herein shall not continue during leaves without pay, except unit members at their option may, by paying full District and unit member premium accounts, continue the health and dental program.

12.2 The District and BCEA hereby create an Internal Revenue Code Section 125 Plan as provided herein. The Section 125 Plan shall be:

12.2.1 Entitled the Butte College Benefits Plan (hereinafter referred to as the “Section 125 Benefits Plan”).

12.2.2 Administered as a “premium conversion, salary reduction plan,” to provide unit members with a choice between taxable cash and tax-exempt health and welfare benefits available from the limited money available from the District’s contribution to the Section 125 Benefits Plan.

12.2.3 Administered, to the full extent permitted by law, in such a manner as to ensure that the contributions to the Section 125 Benefits Plan and qualified benefits provided by the Section 125 Benefits Plan shall not be deemed to be wages and shall be excluded from Federal and State taxation, as tax exempt benefits.

12.2.4 Directed by the Joint Powers Authorities (JPA) of which the District is now a member (for the “premium conversion” part of the Plan) and by the Section 125 Benefits Plan Administrator (for the “salary reduction” part of the Plan). The District will maintain and provide records as needed to these organizations. (Changes are to be mutually agreed upon.)

12.3 Plan benefits to be administered by the Section 125 Benefits Plan.

12.3.1 Unit members are required to accept the following benefits. (Changes are to be mutually agreed upon.)

12.3.1.1 Dental Plan: Delta Dental of California DELTE ($2,000 limit), orthodonture ($2,000 limit), including eligible dependents.
12.3.1.2 Vision Plan: Medical Eye Services, including eligible dependents.

12.3.1.3 Group Life Insurance: Fortis Life ($50,000 total may be divided among family members).

12.3.2 Unit members are required to choose one of the following four (4) medical plans offered by the JPA. (Changes are to be mutually agreed upon.) Before the beginning of each academic year the District will provide an open enrollment period (without a physical and without regard to prior condition) in which a unit member makes his/her annual choice.

A. Option 1 – Silver Plan
B. BSSP – Red Plan
C. BSSP – Blue Plan
D. BSSP - Option II.

12.4 The District’s yearly contribution.

12.4.1 The District’s yearly contribution to the Plan will be the sum of the cost of dental, vision, life (these three as described in Section 12.3.1 above), and the Option 1 – Silver medical plan (called the base plan).

A. The District’s contribution will be calculated before the beginning of each academic year.

12.4.2 If the total of the required benefits (Section 12.3.1) and the chosen medical plan (Section 12.3.2) exceed the District’s contribution, the unit member shall pay the difference from the “salary reduction” part of the Plan (reduction in pay in his/her monthly warrants in that year). If the total of the required benefits (Section 12.3.1) and the chosen medical plan (Section 12.3.2) are less than the District’s contribution, the unit member shall receive that difference in cash (supplemental pay in his/her monthly warrants in that year).

12.5 The District’s yearly cap to the Plan shall be the average amount spent per unit member (for the same four (4) benefits described above) by the twenty (20) selected districts used to calculate the average salary for raises (see Section 13.2). The average cost of benefits will be calculated by the same procedure as average salaries.

12.5.1 The District’s yearly cap will be calculated by May 15 of that year. Any payment by the unit member for overage will be made in the “salary reduction” part of the Plan (reduction in pay in his/her monthly warrants in the following year).
12.6 Outside of the Section 125 Benefits Plan, the District shall provide a maximum of $0.95 per $100 of insured salary towards long-term disability for each unit member.

12.7 Medical insurance benefit for retired unit members hired on or before July 1, 1988.

12.7.1 Unit members are eligible for an early retirement medical benefit when they reach fifty-five (55) years of age if they have served at least ten (10) years of full-time employment with the District. Under such conditions the District agrees to pay a medical benefit for the life of the retired unit member. His/her eligible dependents also are covered during that time period.

A. Paid District academic service rendered by the unit member pursuant to E.C. 87482 prior to employment in a District contract position shall be prorated for the purposes of determining the minimum ten (10) years of full-time employment required above.

B. The District will supply the base plan (Section 12.4.1) to the retirees at no cost. In a manner similar to unit members, the retiree may choose a medical plan more expensive than the base plan and pay the difference to the District or choose a plan less expensive than the base plan and be paid the difference by the District (payments or refunds made monthly during the academic year covered by that plan).

C. When a unit member who has been granted early 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 early retirement benefits by fulfilling the requirements herein stated and who subsequently obtains employment outside the District with an employer that provides medical insurance to him/her shall be required to terminate the medical insurance provided by the District.
12.8 Medical insurance benefit for retired unit members hired after July 1, 1988

12.8.1 Unit members are eligible for an early retirement medical benefit when they reach fifty-five (55) years of age if they have served at least ten (10) years of full-time employment with the District. Under such conditions the District agrees to pay a medical benefit until and only until the retiree qualifies or would have qualified for Medicare. His/her eligible dependents also are covered during that time period.

A. Paid District academic service rendered by the unit member pursuant to E.C. 87482 prior to employment in a District contract position shall be prorated for the purposes of determining the minimum ten (10) years of full-time employment required above.

B. The District will supply the base plan (Section 12.4.1) to the retirees at no cost. In a manner similar to unit members, the retiree may choose a medical plan more expensive than the base plan and pay the difference to the District or choose a plan less expensive than the base plan and be paid the difference by the District.

C. A unit member who has been granted early retirement benefits by fulfilling the requirements herein stated and who subsequently obtains employment outside the District with an employer that provides medical insurance to him/her shall be required to terminate the medical insurance provided by the District.

12.9 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

13.1.1 For the period of this contract the salary shall be in accordance with the schedule attached hereto as Appendix B incorporated herein by reference.

13.1.2 Compensation - Adult/Special Education

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

A. For the duration of this contract, full-time instructors will be limited to ten (10) days of substituting for themselves at a rate to be determined by the District.

13.1.3 Any course work or projects to be used for an advancement for longevity must have prior approval of the LTPA Committee (see Appendix B).

13.1.4 Any course work or projects to be used for column movement must have prior approval of the LTPA Committee (see Appendix B).

13.1.5 All work under 13.1.3 and 13.1.4 must be completed by August 1 to be effective for the fiscal year.

13.2 The salary schedule contained in Appendix B hereto will be adjusted by use of the following criteria:

13.2.1 For each year of this agreement the District will adjust the salary schedule to reach the average of a selected 20 districts according to the following procedure:

A. From the California Community College Fiscal Data Abstract for the preceding year, the ten districts whose funded apportionment FTES above Butte College, and the ten districts below will be selected. The average of the twenty selected districts shall be calculated after excluding the two highest and the two lowest benchmark salaries.

B. The benchmark salary equals the highest non-doctorate without special increments paid by the comparable districts.

C. The 20-school average used to determine annual salary increase will be calculated and rounded to the nearest ten thousandth decimal point (0.0000).
D. The District will annually adjust salaries at the beginning of the fiscal year based on an estimated apportionment increase (minus any budget stability) and then correct the salary adjustment in the subsequent years based on the 20-district average comparison with actual apportionment increase.

E. The estimated salary adjustment will be based on a financial estimate of increased apportionment (the difference between the estimated Total Available General Revenue and the actual Total Available General Revenue from the prior year minus budget stability.) The actual increase in apportionment will be computed in June from the Second Principle Apportionment Report (P2).

F. The estimated salary adjustment for the subsequent year will be adjusted by the difference between the estimated and actual salary computations from the prior year.

G. In the event that a salary adjustment would decrease the total annual salary from the previous year, that decrease would not be implemented but would offset future increases.

H. The adjustment referred to herein shall be based on the receipt by the District of additional non-categorical funds (apportionment) above the level attained in the prior fiscal year.

I. The actual salary adjustment shall be the percent increase needed to reach the twenty-school average capped by the actual percentage increase in apportionment less budget stability from the Second Principal Apportionment Report (P2).

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

\[
\text{Daily Rate} = \frac{\text{Contract Salary}}{210 \text{ days}}
\]

13.4 The remuneration for additional duties shall be in addition to contract salary and in accordance with the schedule attached hereto as Appendix D, incorporated herein by reference. Appendix D will be adjusted at the same time Appendix B is adjusted.

13.5 The District shall provide a five percent (5%) additional stipend to counselors over and above regular salary placement on the salary schedule.
13.6 Instructional Department Chairs/Coordinators shall receive the following compensation and assigned teaching or service load reduction to perform coordination functions (see Appendix for descriptions).

13.6.1 **Department Chair I** - Responsible for twenty-five (25) hours per week to perform coordination functions. Compensation will equal 12.9% of Column IV, Step 13 on the academic salary schedule. The assigned time reduction on the teaching load shall equal fifty percent (50%).

13.6.2 **Department Chair II** - Responsible for fifteen (15) hours per week to perform coordination functions. Compensation will equal 12.9% of Column IV, Step 13 on the academic salary schedule. The assigned time reduction on the teaching load shall equal twenty-five percent (25%).

13.6.3 **Department Chair III and Coordinator I** - Responsible for twelve (12) hours per week to perform coordination functions. Compensation will equal 5.2% of Column IV, Step 13 on the academic salary schedule. The assigned time reduction on the teaching load shall equal twenty-five percent (25%).

13.6.4 **Coordinator II** - Responsible for four (4) hours per week to perform coordination functions. Compensation will be 2.36% of Column IV, Step 13 on the academic salary schedule or a ten percent reduction on the teaching load.

13.7 **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. (See Appendix for duty responsibilities)

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 **Coordinator of Counseling Services, EOPS Coordinator** - Compensation will be 3.94% of Column IV, Step 13.

13.12 **Coordinator of Recreational Youth Activities Program** – 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 **Nursing Chair** – The assigned time reduction to perform chair duties shall equal fifty percent (50%) of the teaching load.

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

13.16 Non-classroom unit members on 199 day (eleven month) contracts will be compensated at 11/10ths of the academic salary schedule.

13.17 Non-classroom unit members on 221 day (twelve month) contracts will be compensated at 12/10ths of the academic salary schedule.

13.18 All stipends granted under this contract will be adjusted by the cost of living percent granted to salary increases at Column IV, Step 13 (see 13.2.1).
ARTICLE XIV

PAST PRACTICES

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

WAIVER OF BARGAINING

15.1 This Agreement shall constitute the full and complete commitment between both parties. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to the Agreement.

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

15.2.1 Whether or not specifically referred to or covered in this Agreement:

15.2.2 Even though not within the knowledge or contemplation of either party at the time of negotiations;

15.2.3 Even though during negotiations the matters were proposed and later withdrawn.

15.3 Such waiver does not preclude bargaining collectively for subsequent, new collective bargaining agreements during the term of Agreement.

15.4 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District policies, practices and procedures and over State law to the extent permitted by State law.
ARTICLE XVI

SEPARABILITY AND SAVINGS

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

SUCCESSOR AGREEMENT

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

SETTLEMENT OF DIFFERENCES BY PEACEFUL MEANS

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

SENATE RIGHTS/COMPETENCY/FACULTY SERVICE AREAS

19.1 Academic Senate Rights

19.1.1 BCEA recognizes the right of the Academic Senate to assume primary responsibility for making recommendations to the District in the areas of curriculum and academic standards. (Education Code Section 70902 (b)(7).)

19.1.2 BCEA shall consult with the Academic Senate prior to engaging in collective bargaining on procedures for:

A. Grievances related to the denial of tenure (E.C. Section 87610.1(a).)

B. The evaluation of faculty (E.C. Section 87663(f).)

C. The establishment of Faculty Service Areas (E.C. Section 87743.2.)

19.2 Grandparenting Current Credentials

19.2.1 Notwithstanding Education Code Section 87356, every person authorized to serve as a community college instructor, librarian, counselor, or student personnel worker under a credential shall retain the right to serve under the terms of that credential, and, for that purpose, shall be deemed to possess the minimum qualifications specified for every discipline or service covered by the credential until the expiration of the credential (E.C. Section 87355).

19.2.2 Nothing in subsection 19.2.1 shall be considered a limitation on the District's right of assignment.

19.3 Faculty Service Areas

19.3.1 The faculty service areas of the District are those listed in the appendix attached.

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

The District will determine a seniority ranking list by using the following procedures:
A. When necessary, the District will have a lottery within 30 days of the date service was first rendered by the employee.

B. Each employee, or their designee, will be required to appear for the drawing on the date and time designated by the District.

C. If the employee cannot appear for the drawing at the scheduled time, the employee must in writing notify Human Resources which will serve as their proxy (BCEA may serve as Proxy).

D. Depending on the number of tied hire dates, the District will place the appropriate numbers in a container to be drawn from.

E. The determination of order in which employees draw their seniority number will be by lottery. (Example: If there are eight tied hire dates, numbers one through eight will be placed in a container. The number drawn by the employee or their designee will be the order of draw.)

19.3.3 While temporary, full-time unit members hired under Ed Code 87470 cannot gain tenure or seniority against permanent unit members, they will be placed in FSA’s as described in this section and may gain seniority against each other.

19.4 Competency Standard

19.4.1 Competency for all unit members employed prior to June 30, 1993, will be minimum qualifications.

19.4.2 For unit members not working within their disciplines, competency will be minimum qualifications.

19.4.3 Beginning fall semester 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 Vice President of Learning. If disapproved, instructor may appeal to Equivalency Committee for final decision, See appendix.)
3. Has worked in a discipline-related job for one semester in the last five years (relevance to be decided by the Equivalency Committee).
B. For special services 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 Vice President of Learning. If disapproved, instructor may appeal to Equivalency Committee for final decision. See appendix.), or

3. Has worked in a discipline-related job for one semester in the last five years (relevance to be decided by the Equivalency Committee).
ARTICLE XX

INTELLECTUAL PROPERTY RIGHTS

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

21.1 Duration

21.1.1 This Agreement shall be effective as of July 1, 2009, and shall continue in full force and effect until June 30, 2012 with reopeners as follows:

1. Article 7.3.1.1 – Lab Load equal to Lecture Load
2. Article 7.3.1.9.3 & 7.3.1.9.4 & Article 11.12.1.D – Load bank
3. Article 7.15.4 & 7.15.5 Chair/Coordinator Selection Process
4. Article 11.9 - Sabbatical Applications
5. Article 11.17 – Personal Leave
6. Article 13 – Compensation 13.1.3 Professional Licenses and Advanced Degrees; 13.6 Department Chair/Coordinator Reassign Time
7. FMLA Language

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

President, Butte College Education Association
Date: 2/6/09

President, Board of Trustees, Butte-Glenn Community College District
Date: 2/18/09

Clerk, Board of Trustees
Date: 2-18-09
APPENDIX A 1

State of California
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of:

BUTTE COMMUNITY COLLEGE DISTRICT
Employer,

and

BUTTE COLLEGE EDUCATION ASSOCIATION,
CTA/NEA
Employee Organization,

and

BUTTE COLLEGE INDEPENDENT FACULTY
ASSOCIATION
Employee Organization.

Type of Election
( Check One )

x Consent Agreement

☐ Board Direction

Docket No. S-R-627

CERTIFICATION OF REPRESENTATIVE

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

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

BUTTE COLLEGE EDUCATION ASSOCIATION, CTA/NEA

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

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

Shall Exclude: All other certificated District employees.

Signed at Sacramento, California
On the 27th day of February 1978

On behalf of
PUBLIC EMPLOYMENT RELATIONS BOARD

Regional Director
APPENDIX A 2

BUTTE COMMUNITY COLLEGE DISTRICT

Case Numbers: S-R-627; S-1M-133

Employer, and

BY THE ORDER OF THE
PERB Certification: June 21, 1979

Butte College Education
ASSOCIATION/CTA/NEA

Exclusive Representative

CERTIFICATION

MODIFICATION OF UNIT: CERTIFIED

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

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

This unit modification certification shall not be considered to be a new certification for the purpose of computing time limits pursuant to PERB Regulation 3275.3.

Issuance of this certification should not be interpreted to mean that the Board would find the unit in question to be an appropriate unit in a disputed case.

Signed at Sacramento, California

On the 7th day of August, 1981

On behalf of
PUBLIC EMPLOYMENT RELATIONS BOARD

Additional Director

PERB-150 (11/80) mn
CERTIFICATION OF REPRESENTATIVE

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

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

Butte College Education Association/CTA/NEA

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

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

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

Signed at Sacramento, California

On the 5th day of April, 1983. On behalf of

PUBLIC EMPLOYMENT RELATIONS BOARD

Regional Director
# BUTTE-GLENN COMMUNITY COLLEGE DISTRICT

## ACADEMIC SALARY SCHEDULE 2008-09

### 10-month, 177-day Schedule

No COLA Granted

## STEPS

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### LONGEVITY (LONGEVITY STEPS ARE 16, 20 AND 24)

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### Department Chair/Coordinator Stipends

- **Department Chair I**: 10,527.13
- **Department Chair II**: 10,527.13
- **Department Chair III**: 4,242.96
- **Coordinator I**: 4,242.96
- **Coordinator II**: 1,926.23

### Doctorate Stipend: 2,818.78
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.

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

**LONGEVITY**

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

**Longevity and Column Movement Units:**

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

**CLASS AND STEP REQUIREMENTS**

A = Placement of academic instructors and those vocational instructors who qualify - initial placement on salary schedule.

B = Placement of vocational instructors only. Programs designated annually by the Board of Trustees for initial placement on salary schedule.
CLASS I (UNIT EQUIVALENT - 136) - 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.

CLASS II (UNIT EQUIVALENT - 160) - 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.

CLASS III (UNIT EQUIVALENT - 184) - A valid California Teaching Credential appropriate for the community college or meets minimum qualifications for the discipline.
A. 1. M.A. Degree + 24 semester units.
   2. B.A. Degree + 60 semester units, including M.A. Degree
B. 1. A.A. Degree + 4 years related work experience + 76 semester units to A.A. Degree + 7 years related work experience + 40 semester units.
   2. B.A. Degree + 2 years related work experience + 36 semester units to B.A. Degree + 4 years related work experience + 12 semester units.
   3. M.A. Degree + 2 years related work experience + 0 semester units.

CLASS IV (UNIT EQUIVALENT - 208) - 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 Vice President, the instructional dean and the instructor involved.
APPENDIX C

BUTTE COMMUNITY COLLEGE

PROFESSIONAL ADVANCEMENT APPLICATION

CHECK ONE:  COLUMN MOVEMENT  ACADEMIC LONGEVITY

NAME: ___________________________ DATE: ________________

DEPARTMENT: ___________________________

APPROVAL IS REQUESTED FOR THE FOLLOWING COURSE/SPECIAL PROJECT:

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OR

Proposed

Title of Proposed Special Project  Project Period  Units

______________________________  _____________  _____  ______

Sem/Qtr

Unit Value Designated by LTPA Committee/Vice President: ______

**IMPORTANT: PLEASE ATTACH A TYPED JUSTIFICATION AS TO HOW THE COURSE(S) OR SPECIAL PROJECT RELATES TO YOUR JOB DUTIES AT BUTTE COLLEGE (SEE PUBLISHED LTPA COMMITTEE GUIDELINES).**

REQUEST

Approved ( ) Denied ( ) ____________________________  ____________

LTPA Committee Chair  Date

Approved ( ) Denied ( ) ____________________________  ____________

Vice President of Learning  Date

COMPLETION (Verified and Approved for Column Movement or Longevity Step)

Approved ( ) Units: ______  ____________________________  ____________

LTPA Committee Chair  Date

Approved ( ) Units: ______  ____________________________  ____________

Vice President of Learning  Date
APPENDIX D

REGULAR ACADEMIC
ADDITIONAL DUTIES COMPENSATION SCHEDULE 2008-09
No COLA Granted

ADDITIONAL DUTY ASSIGNMENT

COACHING STIPEND

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APPENDIX E

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).

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

E. College-wide service

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

F. Community service (optional)

1. The College values the contributions made to the local community by the instructional staff, however, such contributions are at the option of the instructor and are not a formal requirement of the position.

G. The education, experience, aptitudes, skills, etc., for instructional positions differ by type of academic or vocational program. Refer to job announcements for specific job specifications.

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.
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.
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 his/her field.
11. Assisting the director of DSP&S in responsibilities which are directly related to program maintenance.
7.2.4 REFERENCE LIBRARIAN A AND B

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.
7.2.5 COORDINATOR OF JOB PLACEMENT AND WORK EXPERIENCE

A. Non-classroom staff responsibilities represent a forty-hour week. The work year shall be 221 days. The assignment of days will be flexible in order to meet the needs of unit member, students, and office. Leave may be taken at any time during the year based upon prior approval of Office Director. The responsibilities of the Coordinator of Job Placement and Work Experience include, but are not limited to the following:

1. Developing full-time, part-time, permanent and temporary job opportunities for students currently attending Butte College.
2. Developing job readiness information, job seeking, interviewing, resume and application tips and strategies.
3. Working directly with teachers in identifying and placing students in appropriate work experience locations.
4. Assisting in program planning and supervision of the College Work Experience program.
5. Developing and maintaining all records, employer contracts, and student files as required by District policy and state regulations.
6. Assigning grades and units for General Work Experience students.
7. Monitoring assignment of grades and units for Career Work Experience students.
8. It is understood that these duties may require work off-campus and/or during irregular hours at the discretion of the coordinator with approval from the director.
9. Assisting the director of career planning, placement, assessment and work experience in responsibilities which are directly related to program maintenance.
10. Submitting reports as required which include: number of jobs generated, number of students placed, and total value of job orders and placements.
11. Designing new employment skills guides (resume, application and interview guides).
13. Establishing policies, procedures and priorities for all activities of the Job Placement and Work Experience office.
14. Interpreting district policy, Title 5 and other relevant policies, laws and regulations pertaining to work experience.
15. Directly supervising full-time clerk and student assistants.
16. Maintaining office hours to advise students regarding work experience and placement.
7.2.6 LEARNING RESOURCE SPECIALIST

A. Non-classroom staff responsibilities represent a forty-hour week, eleven months a year. The responsibilities of the Learning Resource Specialist include, but are not limited to the following:

1. Implement a comprehensive tutoring program.
2. Implement a Supplemental Instruction Program.
3. Provide effective learning assistance for high-risk students seeking tutorial help.
4. Establish a tracking system for students using the Center for Academic Success.
5. Maintain existing learning resource materials and make them available to faculty, tutors and students.
6. Identify new materials, including software, for use in the Center.
7. Promote the Center and provide outreach to faculty and students.
8. Act as a liaison to faculty in various disciplines to ensure appropriate tutoring services are available.
9. Act as a liaison to student service personnel to ensure collaboration is maximized.
10. Maintain a supportive learning environment in the Center for Academic Success both on and off campus.
11. Supervise instructional aides and tutors both on and off campus.
12. Facilitate and supervise test proctoring.
13. Provide a comprehensive tutor training program, including the possible teaching of Educe 20.
14. Assist in institutional research, including measuring success of Center efforts vis-à-vis PFE and Vision 2005 goals.
15. Staff and/or provide for orientation sessions/tours.
16. Provide information on general and specific CAS services and activities to students, faculty and community on a regular basis.
17. Assist in hiring of tutors and instructional aides.
18. Schedule and staff appropriate workshops for students and staff in conjunction with appropriate Chairs.
19. Assist in creation and dissemination of CAS handbook and promotional materials.
20. Provide assistance to the coordinator as assigned.
21. Assume other reasonably related duties as assigned.
7.2.7 COORDINATOR FOR THE CENTER FOR ACADEMIC SUCCESS

A. Non-classroom faculty responsibilities represent a forty-hour week (199 days). The responsibilities of the Coordinator for the Center for Academic Success include, but are not limited to, the following:

1. Provide imaginative leadership for the Center for Academic Success (CAS) to establish and maintain student-centered tutoring and other learning assistance programs, which facilitate student success.
2. Train and supervise Learning Resource Specialist(s) assigned to CAS to ensure all duties are satisfactorily performed. Participate in ongoing evaluations of Learning Resource Specialist(s).
3. Manage the collection and reporting of relevant information regarding students’ usage of CAS services and student outcomes resulting from accessing CAS services.
4. Establish and maintain a library and catalog of learning resource materials for student and faculty use.
5. Establish and maintain a process to routinely communicate with faculty to inform them on the services and resources available in CAS, to identify high-risk students (for targeting resources), and to coordinate the delivery of CAS services.
6. As “lab manager,” arrange the scheduling of assigned CAS computer lab(s) to accommodate student and faculty needs. Coordinate with teaching faculty to identify software for installation into the labs and with the Director of Enterprise Networks to ensure that the software is installed and maintained in working order.
7. Ensure that CAS staff maintains a supportive learning atmosphere anywhere and anytime CAS resources and services are delivered.
8. Ensure that all “teacher of record” supervisory requirements are satisfied in the delivery of CAS services.
9. Develop and schedule classes, workshops and other instructional interventions as required providing learning assistance and resources to faculty and students.
10. Represent the Center for Academic Success in management meetings as required.
11. Prepare and manage budgets for the operation and funding of CAS activities. Review and approve all expenditures maintaining expenditures within budget limits.
12. Develop and communicate CAS goals, objectives, and departmental policies.
13. Manage the interviewing, hiring, and evaluation processes for student workers and instructional assistants. Establish and maintain supervision over CAS assigned instructional aides and tutors. Work with appropriate faculty to collect evaluative input on classroom tutors and instructional assistants.


15. Identify and work collaboratively with appropriate contacts at CSU, Chico, and other institutions to establish internships for staffing CAS and LEAD classroom aids. Oversee the training, supervision, and tracking of current interns. Provide necessary documentation to Human Resources, CSU, etc., to facilitate the hiring process.

16. Assume other duties as directed.
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.
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.
13. Serving as a member of the Financial Aid Advisory Committee.
14. Other related duties as assigned.
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.
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 assigned.
7.2.10 COORDINATOR OF COUNSELING SERVICES

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

1. Assisting the Vice President of Student Services or designee in coordinating Counselors' participation in the selection of Counseling staff.
2. Assisting in the implementation of the Counseling Program.
3. Assisting in the evaluation of counselors and office staff.
5. Coordinating counselor liaison with high schools and the community.
6. Coordinating the Counseling schedule with the College calendar and assisting with matriculation services.
7. Assisting in coordinating the preparation of information and publications for counseling services.
8. Assisting in other areas as assigned by the Vice President of Student Services or designee.
7.2.11 COORDINATOR OF ORIENTATION/ACTIVITIES

A. Non-classroom staff responsibilities represent a forty-hour week (199 days). The responsibilities of the Coordinator of Activities/Orientation include but are not limited to the following:

1. Advising and facilitating student clubs, organizations and activities.
2. Advising and facilitating student government.
3. Developing and operating a campus program of student activities including social, cultural and recreational (intramural) activities that impact all segments of the campus community.
4. Teaching the student leadership class.
5. Supervising pep activities (cheerleaders), forensics and all other co-curricular activities.
6. Supervising student orientation programs, including teaching the orientation class.
7. Organizing, coordinating, supervising and maintaining the activities calendar.
8. Coordinating and supervising the approval, distribution, and posting of printed matter on campus.
9. Assisting the Public Information Officer in preparation of news releases for student activity events.
10. Coordinating the preparation of the following publications:

    Student Handbook
    Advisors' Handbook

11. Chairing the Public Events Board
12. Assisting in other areas as assigned by the Assistant Superintendent.
7.2.12 COORDINATOR OF CAREER SERVICES/GAIN

A. Non-classroom staff responsibilities represent a forty-hour week. The work year shall be 221 days. The assignment of days will be flexible in order to meet the needs of the unit member, students and office. Leave may be taken at any time during the year on prior approval of the assistant dean of matriculation. The responsibilities of the Coordinator of Career Services/GAIN include, but are not limited to the following:

1. Coordinating, supervising, and evaluating the Career Planning, GAIN, and related programs.
2. Coordinating, supervising, and evaluating program staff, including classified, technical, intern, and student employees.
3. Assisting in preparation and administration of program budgets.
4. Representing and promoting programs to campus, agencies and community.
5. Developing career planning materials.
6. Conducting staff meetings.
7. Making periodic written and verbal reports.
8. Scheduling career planning-related classes.
9. Selecting, supervising and evaluating career planning or special program instructors.
10. Developing career planning curriculum for instruction.
11. Providing career guidance services to area schools, high schools, and college students, plus community residents and agencies (includes problem identification, exploration activities, occupational information, labor market information, vocational assessments, and referral to campus/community resources).
12. Making presentations.
13. Seeking funding sources and developing proposals and grant applications.
15. Securing facilities.
16. Conducting follow-up studies and preparing reports on participants and program effectiveness.
17. Serving on campus committees.
18. Coordinating and supervising special activities such as Career Day.
19. Participating in campus projects such as the Mall display, Silver Dollar Fair, high school career days and job fairs.
20. Establishing procedures and conducting training.
21. Supervising the collection of GAIN student information for MIS.
22. Preparing state reports and funding requests.
23. Representing Butte College at professional and state organizations.
24. Other duties as assigned.
A. Unit members who serve as Instructional Department Chairs or Coordinators shall be responsible for the following:

1. Assisting in scheduling classes to achieve district goals and to follow collective bargaining stipulations.
2. Assisting in preparing budgets and managing them so that district allocations are followed.
3. Assisting the appropriate administrator in supervising and evaluating part-time academic and assigned classified staff.
4. Assisting in maintaining adequate records and supervising maintenance of facilities, equipment and supplies.
5. Assisting in screening and interviewing academic and classified personnel.
7. Assisting in developing goals, objectives and policies, and in reviewing goals, objectives and policies.
8. Assisting in grant and proposal writing for projects within the area.
9. Assisting in recommending student workers as requested and assist in supervising and evaluating them.
10. Representing the instructional dean or appropriate administrator as requested at meetings.
11. Assisting in preparing reports and working with advisory committees.
12. Assisting in completing additional duties for the maintenance of programs as designated by the instructional dean or appropriate administrator.
13. Assisting in preparing and revising course outlines, new course proposals and curricular programs.
14. Perform other discipline-specific duties that promote student learning.

Instructional Department Chairs/Coordinators shall report to the appropriate Instructional Dean or administrator.
7.2.14 RE-ENTRY/GENDER EQUITY COORDINATOR

A. The Coordinator shall report to the Assistant Superintendent or designee. The Coordinator shall be responsible for the following:

1. Assisting in preparing and managing budgets, programs, and classes for the Re-Entry/Gender Equity programs. The Re-entry program includes but is not limited to responsibility for services to displaced homemakers, single parents, support services to women, and students in non-traditional careers.

2. Maintaining records and preparing reports for the Re-entry/Gender Equity program.

3. Responsible for all activities (1-13) under Instructional Department Chairs/Coordinators' Duty Responsibilities.

4. Includes Counseling responsibilities as in Sections 7.2.2, 1-10.

5. Serving on various college and community committees coordinating services and programs for the Re-entry/Gender Equity programs.

6. Assisting in other areas as assigned by the Assistant Superintendent.
7.2.15 ADAPTED COMPUTER TECHNOLOGY SPECIALIST

A. Non-classroom staff responsibilities represent a forty-hour week. The work year shall be 177 days. The responsibilities of the Adapted Computer Technology Specialist include but are not limited to the following:

1. Organizing, coordinating and supervising the Adapted Computer Technology Center.
2. Teaching classes in adapted computer literacy, word processing, and cognitive skills.
3. Developing curriculum for specialized learning needs of students with acquired brain injuries, learning disabilities, physical disabilities, communication disabilities, and visual disabilities.
4. Developing curriculum for study skills and information management through the use of adapted computers.
5. Evaluating and selecting adaptive hardware and software.
6. Evaluating functional limitations, skills and abilities of students for the appropriate selection of hardware and software.
7. Training and supervising instructional assistants and student assistants.
8. Serving as a liaison and resource person for college personnel, educational leaders and the community.
9. Assisting with the implementation of Individual Education Plans (IEP).
10. Remaining current on the latest developments in adapted computer technology.
11. Maintaining appropriate files and completing reports as directed.
12. Performing related duties as assigned.
7.2.16 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 required.
A. Non-classroom responsibilities represent a twenty-hour week (199 days). The responsibilities of the Transfer Center Counselor (TRUST Counselor) include but are not limited to the following:

1. Providing academic, career, and personal counseling to students on an individual basis.
2. Providing group counseling to students.
3. Assisting in the planning and implementation of TRUST Program services.
4. Working closely with other segments of the College to ensure the services and programs available to students at Butte College are utilized.
5. Working closely with Butte College's instructional program and administration to provide maximum opportunity for educational success to students.
6. Assisting in Transfer Center efforts to identify, recruit, and serve students who are eligible for the TRUST Program, whether they are currently enrolled or reside in the College's service area.
7. May work closely with high schools served by the College to identify, recruit, and serve students eligible for the TRUST Program.
8. May work closely with representatives of four-year institutions to facilitate the recruitment and enrollment of Butte College TRUST Program students in universities.
9. Taking part in on- and off-campus activities which will enhance professional expertise.
10. Other related duties as assigned.
7.2.18 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.
7.2.19 EOPS COORDINATOR

A. The Coordinator of EOPS shall be responsible to the Dean of Special Programs on a 221 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 (maintenance of EOPS records, MIS data).
3. Assist in supervising and evaluating classified staff and student employees (not academic employees).
4. Coordinate the budget for EOPS and CARE programs.
5. Coordinate liaison with other departments, community agencies, and the K-12 sector.
6. Coordinate assigned programs, projects and program components.
7. Coordinate, in conjunction with the Dean of Special Programs, the preparation of information and publications of EOPS.
8. Provide counseling services for EOPS and CARE-eligible students at a minimum of ten (10) hours per week.
9. Coordinate, develop, plan and implement various outreach/recruitment programs specific to EOPS.
10. Serve as EOPS representative on various campus and community organization committees.
11. Perform duties in other areas as assigned by the Dean of Special Programs.
7.2.20 COORDINATOR OF DISABLED STUDENT PROGRAMS AND SERVICES

A. The Coordinator of Disabled Student Programs and Services shall report to the Dean for Special Programs and Services. Non-classroom responsibilities represent a 40-hour week with a contract year of 221 days, beginning July 1 and ending June 30. With prior approval, the Coordinator of DSPS may be scheduled days off at anytime during the contract year.

B. The Coordinator of the Disabled Student Programs and Services office will be accountable for the following responsibilities with respect to the Americans with Disabilities Act of 1990 and Section 504 of the 1973 Rehabilitation Act:

(1) Communicate with the District’s ADA/504 Compliance Officer student initiated issues of access, accommodation or discrimination in the college’s facilities, programs, services and activities.

(2) Referral to the appropriate District office or off-campus agency whenever a claim of discrimination is made on the basis of disability.

(3) Coordinate the efforts of District departments and service units to resolve student issues of access and accommodation.

(4) Attempt to facilitate an informal resolution of any student-initiated allegation that programmatic or institutional access and accommodation was denied or impeded, in a timely manner.

   (a) Where an informal resolution is not possible, the Coordinator will provide the student with information, counsel or direction, as appropriate, to assist in the formal resolution of his/her complaint.

(5) Assist, as requested, in the resolution of Title I accommodation requests initiated by the District’s ADA/504 Compliance Officer or the Director of Human Resources.

(6) Aid the District’s ADA/504 Compliance Officer in developing, organizing, and presenting workshops and trainings for District staff on disability law, institutional and programmatic access, and accommodation for individuals with disabilities.

(7) Participate as a team member in identifying non-compliance issues and access concerns in the any of the District’s facilities, activities, programs and services.

C. In addition to the responsibilities listed above, the duties of the Coordinator of Disabled Student Programs and Services shall include but not be limited to:

(1) Participating in the hiring, supervision, and evaluation of each employee assigned to DSPS.
(2) Managing the appropriate collective bargaining agreement for each DSPS employee.

(3) Assuming responsibility for the day-to-day management of Disabled Student Programs and Services (DSPS).

(4) Assuming responsibility for the overall coordination of the District's planning, resource development, and fiscal claims for operating DSPS.

(5) Maintaining documentation, records, reports, and files appropriate to DSPS.

(6) In cooperation with the DSPS Assistive Technology Specialist, manage the assets, staff, and resources of the DSPS Center for Assistive Technologies (CATs).

(7) Developing a system for documenting and responding to the requests of students with disabilities for academic adjustments or accommodations.

(8) Preparing reports as required by law, the California Community Colleges System Office, or requested by the District.

(9) Developing, managing, and updating DSPS policies and procedures.

(10) Initiating, organizing and presenting information on DSPS policies and procedures to college staff, students, and District constituents.

(11) Serving as an advocate for DSPS and students with disabilities.

(12) Providing disability counseling and academic guidance to students with disabilities.

(13) Maintaining liaison with local Department of Rehabilitation staff, the California Community Colleges System Office, and local or regional agencies that provide services for individuals with disabilities.

(14) Facilitating intra-campus resource sharing of equipment and furniture in support of students with disabilities.

(15) Establishing and chairing the Disabled Student Programs and Services Advisory Committee.
A. Non-classroom staff responsibilities represent a twenty-five 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.
A. Reporting to the Director of Physical Education and Athletics. Non-classroom staff responsibilities represent a forty-hour week. The work year shall be 199 days. The assignment of days will be flexible in order to meet the needs of the District, recreational instructors, students, as well as the needs of the different schools in the program. The responsibilities of the Coordinator of Recreational Youth Activities Program include, but are not limited to, the following:

1. Select and hire all instructors for the recreational programs at school sites in Chico, Paradise, Gridley, Biggs, Oroville, and Durham. Maintain all records and contracts of instructional staff and school site facilities used.

2. Evaluate all instructors and the programs at the various school sites as to their educational effectiveness. Maintain frequent contact with instructors and school site administrators.

3. Provide orientations and “mini clinics” at different school sites to assist instructors and to facilitate professional growth.

4. Schedule facilities and instructors at all school sites in Chico, Paradise, Gridley, Biggs, Oroville, and Durham.

5. Distribute, edit, and track all registration forms for all sections for each instructor from each school site. Personally go through the “check-in” procedure with Admissions and Records to troubleshoot enrollments. Personally collect all enrollment fees and turn them into the Admissions and Records Office.

6. Distribute all attendance sheets and grade rosters. Personally pick up all attendance sheets and grade rosters from instructors at all school sites and turn into Admissions and Records Office. Personally evaluate grade roster totals and troubleshoot any problems with Admissions and Records.

7. Assist Admissions and Records in responsibilities which are directly related to program maintenance.

8. It is understood that these duties will require work off-campus and irregular hours as determined by the needs of the program and the Dean of Transfer and General Education.
7.2.23  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 assigned by the Chief Instructional Officer.
7.2.24 MESA PROJECT DIRECTOR

A. Temporary, full-time unit member hired under Education Code Section 87840. Non-classroom responsibilities represent a forty-hour week (221 days). May require a minimum of five (5) hours off-campus per week in support of functions, at the professional discretion of the staff member with the approval of the Dean for Transfer and General Education. The responsibilities of the MESA Project Director include, but are not limited to, the following:

1. Recruit students eligible for participation in the MESA program.
2. Provide academic and career advice to MESA students.
3. Establish and maintain relationships and communications with instructional programs directly related to the MESA program.
4. Prepare and manage the program budget.
5. Assure compliance with all guidelines and regulations related to the MESA program.
6. Prepare and disseminate required reports.
7. Establish and maintain communications with regional high schools, colleges, and universities, articulating programs and services where appropriate.
8. Provide academic support services for MESA students.
9. Maintain currency with MESA statewide initiatives.
10. Establish and maintain relationships with related professional societies, businesses and industry.
11. Coordinate student services for MESA students.
12. Supervise staff assigned to the MESA program.
13. Participate in MESA statewide activities.
14. Evaluate the MESA program and staff.
7.2.25 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 Public 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 CSL/POS 90, Seminar in Leadership – Student Government.
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.
7.2.26 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 Vice President of Student Services 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 assigned by the Dean of Students.
# STATEMENT OF GRIEVANCE FORM

<table>
<thead>
<tr>
<th>Grievant's Name and Signature</th>
<th>Department</th>
<th>Date of Filing the Statement of Grievance Form</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Alleged Grievance</td>
<td>Date/Location of Informal Discussion—Immediate Supervisor/Designate</td>
<td>Date of Oral Response From Supervisor</td>
</tr>
<tr>
<td>Signature/Date of BCEA Grievance Chairperson/Designate</td>
<td>Specific Contract Articles and Sections Alleged to Have Been Violated</td>
<td></td>
</tr>
</tbody>
</table>

**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:**

<table>
<thead>
<tr>
<th>Level I - Immediate Supervisor/Desigee - Response to Alleged Grievance</th>
<th>Date of Receipt: ____________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Response: ____________</td>
<td>Grievance Resolved: __________</td>
</tr>
<tr>
<td>Grievance Denied: __________</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Level II - Next Higher Designated Supervisor, Manager or Designee Above Level I - Response to Alleged Grievance</th>
<th>Date of Receipt: ____________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Response: ____________</td>
<td>Grievance Resolved: __________</td>
</tr>
<tr>
<td>Grievance Denied: __________</td>
<td></td>
</tr>
</tbody>
</table>
### Level III - Next Higher Designated Supervisor

**Manager or Designee Above Level II**

**Response to Alleged Grievance**

| Date of Receipt: | _______________ |
| Date of Response: | _______________ |
| Grievance Resolved: | ___________ |
| Grievance Denied: | _____________ |

### Level IV - Advisory Third Party Intervention

**Recommended**

| Date of Receipt: | _______________ |
| Date of Receipt of Advisory Decision: | _______________ |
| Appealed to Board: | _____ Yes _____ No |
| Date: | _______________ |
| Appealed by: | __________ District |
| | __________ Association |

### Level V - Appeal to Board of Trustees

| Decision of Board: | | Date: | _______________ |

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

Copies of each response to be distributed to: Grievant, BCEA Grievance Chairperson, and District grievance file in the Personnel Office.
APPENDIX G1
BUTTE COMMUNITY COLLEGE DISTRICT
STUDENT INPUT FORM FOR INSTRUCTOR EVALUATION

INSTRUCTOR NAME: ________________________________ DATE: __________

CLASS: ______________________________________________________________________

1. Was the class session I observed today fairly typical of how the class is normally conducted? ______ (If "no", how was it different?)

2. On the average (over the course of the entire semester) approximately how many hours per week do you spend studying for this class alone? (reading, writing, etc.)

________________________

3. What do you particularly like about this instructor? What makes him/her especially effective?

4. What, if anything, could this instructor do to become even more effective?

________________________

Student’s Name (optional)
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: ___________________________ DATE: ____________

TERM: __________ AREA: _______________ DEPARTMENT: ______________

EDUCATIONAL PROGRAM AREA: ______________________________________________

Please list your accomplishments and contributions to teaching and 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 FULL-TIME INSTRUCTOR JOB DESCRIPTION
USE ADDITIONAL SHEETS IF NEEDED

I.  TEACHING AND INSTRUCTION: Classroom-oriented accomplishments and contributions.

II.  PROFESSIONAL GROWTH AND CURRENCY: List or describe activities which demonstrate a pattern of academic, professional and/or technical updating and currency in your teaching 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.).
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 not 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

VI. OTHER INFORMATION: Please provide any other information you feel is relevant to a balanced and comprehensive evaluation of your performance and contributions to teaching and to the college district as a whole, i.e., unique situations, mitigating factors, etc.

____________________________________  ___________________
Signature of Instructor                 Date
APPENDIX G3

BUTTE COLLEGE
EVALUATION REPORT OF INSTRUCTOR PERFORMANCE

INSTRUCTOR: _______________________________ DATE ____________

INSTRUCTIONAL PROGRAM OR DISCIPLINE: _______________________________

EVALUATING ADMINISTRATOR(S) OR DESIGNEE(S): _______________________________

Rating Scale:

N/A DOES NOT APPLY to this employee at this time, and/or there has been insufficient opportunity to observe and/or reasonably assess performance in this area.

(1) Doing MUCH LESS and/or quality is MUCH LESS THAN EXPECTED (quality/quantity).
(2) Doing LESS and/or quality is LESS THAN EXPECTED (quality/quantity).
(3) Doing WHAT IS EXPECTED in this position (quality/quantity).
(4) Doing MORE and/or BETTER THAN IS EXPECTED (quality/quantity).
(5) Doing MUCH MORE and/or MUCH BETTER THAN IS EXPECTED (quality/quantity).

The evaluator shall explain any rating of 1 or 2 under the comment section.
Apply the above rating except where indicated.

I. TEACHING AND INSTRUCTION

<table>
<thead>
<tr>
<th>RATING</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Classroom effectiveness.</td>
</tr>
<tr>
<td>1. Plans for and is continually well prepared to teach.</td>
</tr>
<tr>
<td>2. Provides organized and effective delivery of instruction.</td>
</tr>
<tr>
<td>3. Is courteous to and approachable by students.</td>
</tr>
<tr>
<td>4. Is able to relate with students and command their respect.</td>
</tr>
<tr>
<td>5. Stimulates student participation.</td>
</tr>
<tr>
<td>6. Instruction is consistent with the stated and approved goals and content of the course. (answer yes/no)</td>
</tr>
<tr>
<td>7. Shows enthusiasm for the subject matter.</td>
</tr>
<tr>
<td>8. Uses effective motivation to create student desire to learn the subject/skill(s).</td>
</tr>
<tr>
<td>9. Uses standards of student evaluation that are clear, fair and followed consistently throughout the course.</td>
</tr>
<tr>
<td>10. Requires and evaluates levels of student effort sufficient to the mastery of the subject or skills in the course. (answer yes/no)</td>
</tr>
<tr>
<td>11. Grades and returns student assignments and tests in a reasonable period of time.</td>
</tr>
<tr>
<td>12. Makes effective use of teaching aids and materials.</td>
</tr>
</tbody>
</table>
APPENDIX G3 - PAGE 2

13. Overall effectiveness as a teacher. 

B. Preparation of up-to-date instructional methods and materials.
   1. Prepares complete course syllabi. 
   2. Continually revises and updates course 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 appointment or at other reasonable times. 

II. PROFESSIONAL GROWTH AND CURRENCY

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

III. AREA AND DEPARTMENTAL RESPONSIBILITIES

A. Is knowledgeable about and abides by College, Area and Departmental policies, procedures and timelines/targets. (answer yes/no) 
B. Orders instructional materials, equipment and textbooks, etc., in a timely fashion. 
C. Assists in scheduling and staffing functions. 
D. Works cooperatively with and assists other staff members (especially new instructors). 
E. Provides information for the development of departmental budgets and monitors expenditures. 
F. Exercises good judgment in the management and use of facilities, equipment and supplies. 
G. Regularly attends assigned meetings. 
H. Initiates and/or participates in overall Department-wide program development, maintenance, evaluation, revision, up-dating and/or expansion of programs. 
I. Contributes to a sense of area and departmental teamwork. 
J. Does his/her fair share of area and departmental duties and responsibilities. 

IV. COLLEGEWIDE SERVICE

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

(See attached Self-Evaluation)

VI. RECOMMENDATIONS

Check one of the choices below.

1. ( ) Recommended for future employment when available.

2. ( ) Future employment questionable. (See Faculty Member Improvement Plan if available.)

3. ( ) Not recommended for continued employment.

If full-time temporary 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 tenure 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.
VII. COMMENTS OR NARRATIVE BY EVALUATOR
(Attach additional sheets if needed)
VIII. COMMENTS BY INSTRUCTOR

(Attach additional sheets if needed)

DATE: ___________  *SIGNATURE OF INSTRUCTOR ______________________

DATE: ___________  *SIGNATURE OF ADMINISTRATOR __________________

* This signature indicates that the instructor and evaluator, together, discussed this Formal Evaluation of Instructor Performance. It does not necessarily denote reciprocal agreement with all factors of the evaluation.
DEPARTMENT CHAIR AND COORDINATOR INPUT FORM
FORMAL EVALUATION OF INSTRUCTOR PERFORMANCE

Guidelines:

1. It is the responsibility of administration (area dean) to evaluate each full-time Butte College instructor.

2. To make this evaluation as meaningful, balanced and comprehensive as possible, it is important the department chairs and coordinators be provided a mechanism by which they can have input into and influence the Formal Evaluation of Instructor Performance process.

3. Department chairs and coordinators work very closely with faculty in achieving the goals and objectives of their respective educational departments and programs. As such they are in a position to provide valuable factual information to assist administrators (area deans) in their formal evaluations of instructors.

4. Information derived from this form shall not be used in the Formal Evaluation process unless its contents are independently verified by the evaluating dean. When the evaluating dean is finished, this document is to be attached with all other documentation (except for tenured faculty that select the peer option).
DEPARTMENT CHAIR AND/OR COORDINATOR INPUT FORM
FORMAL EVALUATION OF INSTRUCTOR PERFORMANCE

INSTRUCTOR: ________________________________ DATE: ________________

PROGRAM OR DISCIPLINE: ______________________ TERM: ______________

DEPARTMENT CHAIR AND/OR COORDINATOR: ______________________

PREFACE:

This form is designed to provide a mechanism by which 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. PROFESSIONAL GROWTH AND CURRENCY

B. AREA AND DEPARTMENTAL RESPONSIBILITIES
C. COLLEGEWIDE SERVICE

D. COMMUNITY SERVICE (OPTIONAL)

E. OVERALL COMMENTS (ATTACH EXTRA SHEETS IF NEEDED)
APPENDIX G5

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

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

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

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

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

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

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

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

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

2. The same questions are asked as with Option #1, but the class is divided into smaller discussion groups. A spokesperson for each group then reports back to the evaluator and comments are written on the board. The entire class then "votes" as to whether or not they agree with each comment. As above, a student should be asked to copy this information as a permanent record.
The advantage of this variation to Option #1 is that it works well for especially large classes or classes which have many students who are not otherwise likely to express an opinion. The disadvantage is that it takes nearly twice as long as Option #1—from 20 to 30 minutes.

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

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

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

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

Please check the appropriate response:

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

Please Comment:"

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

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

5. The evaluator may use Butte College's standard Student Evaluation 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 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 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 assistant superintendent that another individual be scheduled to conduct the evaluation.
FACULTY MEMBER IMPROVEMENT PLAN

FACULTY MEMBER: ________________________________  DATE ORIGINATED: _______

ADMINISTRATOR: _____________________________________________________________

The Current Undesirable Situation

1. Describe the areas or elements requiring improvement. What specifically are the inadequacies? In what order of priority? (A description of the current undesirable situation.)

Improvements Required

2. Describe the improvements, changes or results desired to correct the noted inadequacies. (Be specific, describe improvement outcomes required and time targets for their desired improvement.)

Methods to be Used

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

Measurement of Results

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

The Results of the Improvement Plan

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

Administrative Recommendations

6. Make recommendations for administrative action based upon the final results of the faculty member to make the required improvements as specified in the Improvement Plan, i.e., retention, further revisions and extension of the current Improvement Plan, transfer to other duties, implementation of dismissal action.
APPENDIX G7 - COUNSELOR

BUTTE COLLEGE SPECIAL SERVICES FACULTY EVALUATION FORM - COUNSELOR

FACULTY: __________________________ DATE: ________________
POSITION: __________________________
EVALUATING ADMINISTRATOR(S) OR DESIGNEE(S): __________________________

Purpose: We at Butte College are striving for excellence in our programs and instruction. This is an opportunity to analyze your effectiveness in relationship to good practices.

INSTRUCTION: On this form, rate according to the following scale:

N/A DOES NOT APPLY to this employee at this time, and/or there has been insufficient opportunity to observe and/or reasonably assess performance in this area.

(1) Doing LESS and/or QUALITY is LESS THAN EXPECTED. (Quality/Quantity)
(2) Doing WHAT IS EXPECTED in this position. (Quality/Quantity)
(3) Doing MORE and/or BETTER THAN IS EXPECTED. (Quality/Quantity)

Additional comments are encouraged and should be entered in the appropriate areas on the back of this form. The evaluee may by mutual agreement with the immediate supervisor add job-related criteria to this evaluation instrument.

The faculty member:

RATING CRITERIA
________ 1. has knowledge of academic advising requirements.
________ 2. provides clear and concise information regarding academic requirements.
________ 3. is well-prepared for counseling sessions.
________ 4. has knowledge of career counseling.
________ 5. meets counseling appointments promptly.
________ 6. raises thought-provoking questions in counseling sessions.
________ 7. encourages students to ask questions and express opinions.
________ 8. provides a supportive atmosphere for resolving student personal problems.
________ 9. is willing to assist students.
________ 10. is willing to assist faculty and administration.
________ 11. shows concern for students' progress.
________ 12. understands the needs of students.
________ 13. motivates students' interest in their educational planning.
________ 14. completes records and reports accurately and on schedule.
________ 15. works well with support staff.
________ 16. engages in professional growth.
________ 17. assists in program improvements.
________ 18. is involved in college activities.
________ 19. participates in peer evaluations.
________ 20. is involved in community activities.
________ 21. works well with professional staff.
<table>
<thead>
<tr>
<th>RATING</th>
<th>CRITERIA</th>
</tr>
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Date: _______________ *Signature of Faculty Member: ______________________

Date: _______________ *Signature of Administrator: ______________________

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

Check one of the choices below.

1. ( ) Recommended for future employment when available.

2. ( ) Future employment questionable. (See Faculty Member Improvement Plan if available.)

3. ( ) Not recommended for continued employment.

If full-time temporary 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 tenure 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.
APPENDIX G8 - LIBRARIAN

BUTTE COLLEGE SPECIAL SERVICES FACULTY EVALUATION FORM - LIBRARIAN

FACULTY: _____________________________________________ DATE: _________________
POSITION: ____________________________________________
EVALUATING ADMINISTRATOR(S) OR DESIGNEE(S): _______________________________

Purpose: We at Butte College are striving for excellence in our programs and instruction. This is an
opportunity to analyze your effectiveness in relationship to good practices.

INSTRUCTIONS: On this form, rate according to the following scale:

N/A DOES NOT APPLY to this employee at this time, and/or there has been insufficient
opportunity to observe and/or reasonably assess performance in this area.

(1) Doing LESS and/or QUALITY is LESS THAN EXPECTED. (Quality/Quantity)
(2) Doing WHAT IS EXPECTED in this position. (Quality/Quantity)
(3) Doing MORE and/or BETTER THAN IS EXPECTED. (Quality/Quantity)

Additional comments are encouraged and should be entered in the appropriate areas on the back
of this form. The evaluatee may by mutual agreement with the immediate supervisor add job-
related criteria to this evaluation instrument.

The faculty member:

RATING CRITERIA
______ 1. instructs and guides students in their informational needs: ready reference or directional
       information.
______ 2. instructs and guides students in their informational needs: technical or research assistance.
______ 3. assists the staff/faculty in their information needs.
______ 4. advises library technicians of resources needed for student assignments/exams.
______ 5. gives orientations for classes as requested by instructors.
______ 6. gives library orientations for student assistants.
______ 7. instructs library technicians in using printed reference resources.
______ 8. maintains a positive learning environment in the library.
______ 9. provides professional backup/support to solve problems.
______ 10. selects appropriate and useful materials (books, periodicals, media, pamphlets, etc.) for
       purchase.
______ 11. demonstrates use of library resources.
______ 12. possesses written communication skills.
______ 13. possesses oral communication skills.
______ 14. communicates with supervisor.
______ 15. completes and compiles library reference statistics and reports accurately and on schedule.
______ 16. engages in professional growth.
______ 17. assists in program improvements.
______ 18. is involved in college activities.
______ 19. participates in peer evaluations.
______ 20. is involved in community activities.
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Date: _______________  *Signature of Faculty Member: _______________________________________________________________________

Date: _______________  *Signature of Administrator:  _______________________________________________________________________

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

Check one of the choices below.
1. ( ) Recommended for future employment when available.

2. ( ) Future employment questionable. (See Faculty Member Improvement Plan if available.)

3. ( ) Not recommended for continued employment.

If full-time temporary 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 tenure 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.
BUTTE COLLEGE SPECIAL SERVICES FACULTY EVALUATION FORM - SPECIALIST

FACULTY: ____________________________ DATE: _________________
POSITION: ____________________________ EVALUATING ADMINISTRATOR(S) OR DESIGNEE(S): ____________________________

Purpose: We at Butte College are striving for excellence in our programs and instruction. This is an opportunity to analyze your effectiveness in relationship to good practices.

INSTRUCTIONS: On this form, rate according to the following scale:

N/A DOES NOT APPLY to this employee at this time, and/or there has been insufficient opportunity to observe and/or reasonably assess performance in this area.

(1) Doing LESS and/or QUALITY is LESS THAN EXPECTED. (Quality/Quantity)
(2) Doing WHAT IS EXPECTED in this position. (Quality/Quantity)
(3) Doing MORE and/or BETTER THAN IS EXPECTED. (Quality/Quantity)

Additional comments are encouraged and should be entered in the appropriate areas on the back of this form. The evaluee may by mutual agreement with the immediate supervisor add job-related criteria to this evaluation instrument.

The faculty member:

RATING CRITERIA
______ 1. demonstrates skills necessary to perform assigned duties.
______ 2. provides clear and concise professional objectives.
______ 3. meets deadlines.
______ 4. demonstrates fiscal responsibility.
______ 5. demonstrates supervising ability.
______ 6. organizes necessary programs and activities to increase efficiency and effectiveness.
______ 7. is willing to assist in the needs of the faculty.
______ 8. is willing to assist in the needs of the staff.
______ 9. 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.
______ 18. completes records and reports accurately and on schedule.
______ 19. engages in professional growth.
______ 20. assists in program improvements.
______ 21. is involved in college activities.
______ 22. participates in peer evaluations.
______ 23. effectively communicates with staff in other departments.
______ 24. works cooperatively with staff in other departments.
______ 25. is involved with community activities.
APPENDIX G9 PAGE 2 - SPECIALIST

RATING

CRITERIA

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Date: _______________ *Signature of Faculty Member: ________________________________

Date: _______________ *Signature of Administrator: ________________________________

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

Check one of the choices below.

1. ( ) Recommended for future employment when available.

2. ( ) Future employment questionable. (See Faculty Member Improvement Plan if available.)

3. ( ) Not recommended for continued employment.

If full-time temporary 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 tenure 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.
**Butte College Special Services Faculty Evaluation Form - Coordinator**

**Faculty:** ___________________________________________ **Date:** ________________

**Position:** ____________________________________________

**Evaluating Administrator(s) or Designee(s):** _______________________________

**Purpose:** We at Butte College are striving for excellence in our programs and instruction. This is an opportunity to analyze your effectiveness in relationship to good practices.

**Instructions:** On this form, rate according to the following scale:

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

Additional comments are encouraged and should be entered in the appropriate areas on the back of this form. The evaluatee may by mutual agreement with the immediate supervisor add job-related criteria to this evaluation instrument.

The faculty member:

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<td>2. provides clear and concise professional objectives.</td>
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<td>4. demonstrates fiscal responsibility.</td>
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<td>5. demonstrates supervising ability.</td>
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<td>6. organizes necessary programs and activities to increase efficiency and effectiveness.</td>
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<td>7. is willing to assist in the needs of the faculty.</td>
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<td>8. is willing to assist in the needs of the staff.</td>
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<td>9. is willing to assist in the needs of the students.</td>
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<td>10. is willing to assist the needs of the public.</td>
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<td>11. demonstrates organizational skills.</td>
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Date: ______________ *Signature of Faculty Member: __________________________

Date: ______________ *Signature of Administrator: __________________________

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

Check one of the choices below.

1. ( ) Recommended for future employment when available.

2. ( ) Future employment questionable. (See Faculty Member Improvement Plan if available.)

3. ( ) Not recommended for continued employment.

If full-time temporary 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 tenure 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.
COORDINATOR INPUT
FORMAL EVALUATION OF SPECIAL SERVICES FACULTY

GUIDELINES:

1. It is the responsibility of the dean to evaluate each full-time Butte College non-teaching faculty member.

2. To make this evaluation as meaningful, balanced and comprehensive as possible, it is important that coordinators be provided a mechanism by which they can have input into and influence the Formal Evaluation of Special Services Faculty.

3. Coordinators work very closely with non-teaching faculty in achieving the goals and objectives of their respective educational departments and programs. As such they are in a position to provide valuable factual information to assist administration in their formal evaluations of special services faculty.

4. Information derived from this form shall be used in the formal evaluation process. Its contents must be independently verified by the evaluating dean. When the evaluating dean is finished this document is to be attached with all other evaluation documentation (except for tenured faculty that select the peer option).
COORDINATOR INPUT FORM
FORMAL EVALUATION OF SPECIAL SERVICES FACULTY PERFORMANCE

EMPLOYEE: ________________________________________________ DATE: __________

PROGRAM OR DEPARTMENT: _____________________________ TERM: __________

COORDINATOR: __________________________________________

PREFACE:

This form is designed to provide a mechanism by which you as a Coordinator or unit leader can have input into the Formal Evaluation of Special Services Faculty Performance process. This is not an evaluation form, but is to provide to administration as meaningful, balanced and comprehensive factual informational base as is possible when engaging in formal evaluation of non-teaching faculty.

Directions: Please comment in the following areas:

A. JOB SPECIFIC

B. COLLEGEWIDE SERVICE
C. PROFESSIONAL GROWTH

D. COMMUNITY RELATIONS (OPTIONAL)

E. OVERALL COMMENTS (ATTACH EXTRA SHEETS IF NEEDED)
APPENDIX G12

(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.
APPENDIX G12 - PAGE 2

SPECIAL SERVICES FACULTY SELF EVALUATION AND INPUT FORM

EMPLOYEE: ___________________________________________ DATE: ______________

TERM: _______________ AREA: _______________ DEPARTMENT: _______________

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

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

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

_____________________________  __________________
SIGNATURE OF SPECIAL SERVICES FACULTY   DATE
APPENDIX G13

TIMELINE FOR FIRST-AND SECOND-YEAR EVALUATION OF CONTRACT (NON-TENURE) ACADEMIC EMPLOYEES

1. (mid October) First observation of contract (non-tenure) academic employee by the evaluation team.

2. (late October) Student evaluations of instructor.

3. (mid-Nov.) Second observation of contract (non-tenure) academic employee conducted by team if necessary.

4. (early Dec.) Department Chairperson Input Form due to evaluation team chairperson.

5. (prior to end of semester) Formal evaluations completed.

6. (early Feb.) Review of findings of contract (non-tenure) academic employee by assistant superintendent.

7. (mid Feb.) Forward recommendation to LTPA Committee for or against re-employment of contract (non-tenure) academic employee.

8. (mid Feb.) LTPA Committee forward recommendation to superintendent/president for or against re-employment of contract (non-tenure) academic employee(s).

9. (mid Feb.) Director of Personnel and Human Resources prepares (a) re-employment list and (b) potential list of those contract (non-tenure) academic employees who may be recommended for dismissal.

10. (Feb. 21) Third or second observation of contract (non-tenure) academic employee by Evaluation Team.

11. (prior to March 15) Recommendation to the contract (non-tenure) academic employee and Governing Board not to re-employ contract (non-tenure) academic employee.

12. (late March) Second student evaluations of instructor.

13. (mid May) Second formal evaluation completed.

14. (mid May) Review of dismissal recommendation based on additional findings.
### EVALUATION TIME LINE

*Approximate Dates

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<th>REVIEW ARTICLE VI</th>
<th>SELF EVALUATIONS</th>
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<th>PRE-CONFERENCE OBSERVATION</th>
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*Evaluation Time Line (approximate dates) to be pilot tested.
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APPENDIX I

11.18 Catastrophic Leave Bank

11.18.1 Creation

A. The BCEA and the District agree to create a Catastrophic Leave Bank (CLB) effective July 1, 2008. The CLB shall be funded in accordance with the terms of Section 11.18.2 below.

B. Days in the CLB shall accumulate from year to year.

C. Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the CLB participant.

D. The CLB shall be administered by a committee comprised of three (3) members appointed by the BCEA and approved by the Superintendent/President for two-year staggered terms and the Superintendent/President or designee(s).

11.18.2 Eligibility and Contributions

A. All BCEA members on active duty with the District are eligible to contribute to the CLB.

B. Participation is voluntary, but only contributors will be permitted to withdraw from the Bank.

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

D. The contribution, on the appropriate form, will be authorized in September by the member and continued automatically from year to year until canceled by the member.

E. Cancellation, on the proper form, may be effected at any time and the member shall not be eligible to draw from the Bank as of the effective date of cancellation. Sick leave or vacation days (i.e., days of eligible leave credit) previously authorized for contribution to the Bank shall not be returned if the member effects cancellation.

F. The District will execute contributions by participating members on October first of each year. Members returning from extended leave which included the enrollment period and new hires will be permitted to contribute within 30 calendar days of beginning work. The District shall supply enrollment forms for the CLB to all new members and those members returning from leave.

G. The annual rate of contribution by each participating member for each school year shall be one (1) day of eligible leave credits which shall be deemed to equate to the legal minimum required by Education Code 87045.

1. If the Committee decides there are too few days in the CLB to meet its obligation, it will send a ballot to all participating members to decide whether all participating members shall be assessed another day. CLB participants who are drawing from the
Bank at the time of the assessment will not be required to contribute to remain eligible to draw from the bank. If a CLB participant has no remaining eligible leave credits at the time of the assessment, he or she need not contribute the additional day to remain a participant in the CLB.

2. Before September first of each year, if the Committee decides there are enough days in the CLB to meet its need for the following year, it may decide that no contribution is needed by the participating members. Those members joining the CLB for the first time and those returning from leave shall be required to contribute one day to the Bank.

H. Members who are retiring or leaving the employ of the District may contribute their unused eligible leave credits to the CLB.

11.18.3 Withdrawal from the Bank

A. CLB participants whose eligible leave credits are exhausted may withdraw from the Bank for catastrophic illness or injury. Catastrophic illness or injury shall be defined as any illness or injury that incapacitates the member for over ten (10) consecutive work days or incapacitates a member’s immediate family for over ten (10) consecutive work days which requires the member take time off work to care for that family member and from which return to his/her position is expected. (Immediate family will be interpreted to mean the mother, father, grandmother, grandfather, or a grandchild of the unit member or of the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, registered domestic partner of the unit member or any relative living in the immediate household of the unit member.) If a reoccurrence or second illness or injury incapacitates a member of the member’s immediate family within 12 months, it shall be deemed catastrophic after five (5) consecutive work days. Thus, a participant who used the Bank, after exhaustion of eligible leave credits, for 25 days to care for his wife who dies of cancer, and, after returning to work, suffers a heart attack, shall be deemed to have a second catastrophic illness and may again withdraw from the Bank after only five (5) consecutive work days off.

B. Participants must use all eligible leave credits available to them before being eligible for a withdrawal from the Bank, but may apply as soon as they can establish a catastrophic illness or injury. No more than ten (10) days may be granted retroactively.

C. The first ten (10) work days of illness or disability must be covered by the participant’s own sick leave, vacation days, or leave without pay the first time said participant qualifies for a withdrawal from the Bank. For subsequent withdrawals within twelve (12) consecutive months, the first five (5) work days of illness must be covered by the participant’s own leave credits.

D. If a participant is incapacitated, applications may be submitted to the Committee by the participant’s agent or member of the participant’s family.

E. Withdrawals from the CLB shall be granted in units of no more than thirty (30) work days. The Committee may grant fewer days than requested. Participants may submit requests for extensions of withdrawals as their prior grants expire. A participant’s withdrawal from the Bank may not exceed 175 cumulative total days.
F. Participants applying to withdraw or extend their withdrawal from the CLB will be required to submit a doctor’s statement indicating the nature of the illness or injury and the probable length of absence from work. Members of the Committee shall keep information regarding the nature of the illness confidential.

G. If a participant has been granted one withdrawal from the CLB and requests an extension, the Committee may require a medical review by a physician of the committee’s choice at the participant’s expense. The committee shall choose only a physician who qualifies under the District-offered insurance policy. Refusal to submit to the medical review will terminate the participant’s continued withdrawal from the Bank. The Committee may deny an extension of withdrawal from the CLB based upon the medical report. The participant may appeal any termination under the procedures outline in Section L below.

H. Leave from the Bank may not be used for illness or disability which qualifies the participant for Workers’ Compensation benefits unless the participant has exhausted all Workers’ Compensation leave and all other eligible leave credits. If the District challenges the Workers’ Compensation claim, the participant may draw from the Bank, but upon settlement of the claim the Bank shall be reimbursed for any days reimbursed by Workers’ Compensation.

I. When the Committee may reasonably presume that the applicant for a draw may be eligible for income protection, a disability award, or a retirement under STRS or, if applicable, Social Security, the Committee may request that the draw applicant apply for income protection disability, or retirement. Failure of the draw applicant to submit a complete application, including medical information provided by the applicant’s physician, within twenty (20) calendar days, will disqualify for further CLB payments. Any requests for additional medical information from STRS or Social Security shall be submitted within 10 days or the participant’s entitlement to CLB payments will cease. If denied benefits by STRS or Social Security, the applicant must appeal or entitlement to the CLB shall cease.

J. If the CLB does not have sufficient days to fund a withdrawal request, the Committee is under no obligation to provide days and the District is under no obligation to pay the participant any funds whatsoever. If the Committee denies a request for withdrawal, or an extension of withdrawal, they shall notify the participant, in writing, of the reason for the denial.

K. Withdrawals shall become effective immediately upon the exhaustion of eligible leave credits, or the waiting periods provided for in Sections 11.18.2C and 11.18.3C, whichever is greater. For example, if a participant contributed when first eligible to contribute (Section 11.18.2C) and had 15 days of accumulated eligible leave credits when the illness began (Section 11.18.3C), s/he shall begin withdrawing upon the 16th day, if otherwise eligible. If the participant had 10 days of eligible leave at the beginning of the illness, s/he shall begin withdrawing days on the eleventh work day. If the participant had 5 days of eligible leave credits at the beginning of the illness, s/he shall begin withdrawing days on the eleventh work day.

L. Catastrophic Leave Bank participants who are denied a withdrawal or whose withdrawal is terminated or not renewed may, within 30 days of denial, appeal, in writing, to the Superintendent/President. The Superintendent/President or designee shall hold a joint hearing within 15 work days. The Superintendent/President or designee shall issue a joint
confidential written decision within fifteen (15) work days of the hearing. If the participant’s incapacitation does not allow participation in this appeal process, the participant’s agent or member of the family may process the appeal.

11.18.4 Administration of the Bank

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

B. The Committee’s authority shall be limited to administration of the Bank. The Committee shall approve all properly submitted requests complying with the terms of this provision. Withdrawals may not be denied on the basis of the type of illness or disability.

C. Applications shall be reviewed and decisions of the Committee reported to the applicant, in writing, as rapidly as possible, but within 10 work days of receipt of the application.

D. The Committee shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal and defend against any appeals of denials.

E. By October 5 of each school year, the District shall notify the Committee of the names of participating members.

F. By the tenth day of each calendar month, the District shall notify the Committee of the:

1. Names of any members who have canceled participation in accordance with Section 11.18.2;

2. Total number of days in the Bank at the beginning of the previous month;

3. Total number of days awarded during the previous month and to whom they were awarded;

4. Total number of days remaining in the Bank on the last day of the month.

11.18.5 If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the CLB shall be returned to the then current members of the Bank proportionately.
Members who elect not to join CLB upon first becoming eligible must join in the month of September and have a waiting period of 30 work days after joining the Bank before becoming eligible to withdraw from the Bank.

I would like to contribute one (1) day of my sick leave to the Catastrophic Leave Bank for Butte College Education Association.

I hereby authorize Butte Community College District to make this transfer.

Print Name: __________________________________________

Signature: ___________________________ Date: __________

Applicant – Please make one copy of this form for your records.

RETURN THIS FORM TO THE PAYROLL OFFICE

FOR OFFICE USE ONLY

Recorded By:

Payroll Technician ___________________________ Date

CLB Chairperson ___________________________ Date

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