

AGREEMENT BETWEEN
THE BUTTE-GLENN COMMUNITY COLLEGE DISTRICT
AND
THE BUTTE COLLEGE PART-TIME FACULTY ASSOCIATION/
COMMUNICATION WORKERS OF AMERICA

JULY 1, 2021 – JUNE 30, 2024

TABLE OF CONTENTS

ARTICLE I – AGREEMENT AND CERTIFICATION	1
ARTICLE II – NON-DISCRIMINATION	2
ARTICLE III – ASSOCIATION RIGHTS	3
ARTICLE IV – MANAGEMENT RIGHTS	7
ARTICLE V – PERSONNEL FILES	8
ARTICLE VI – STUDENT FEEDBACK, STUDENT CONCERNS AND ADMINISTRATIVE EVALUATION OF ASSOCIATE INSTRUCTORS	10
ARTICLE VII – ADMINISTRATIVE EVALUATION OF ASSOCIATE STUDENT DEVELOPMENT FACULTY	19
ARTICLE VIII – WORKLOAD	24
ARTICLE IX – GRIEVANCES	25
ARTICLE X – LEAVES OF ABSENCE	29
ARTICLE XI – COMPENSATION/OFFICE HOURS	34
ARTICLE XII – PAST PRACTICES	38
ARTICLE XIII – WAIVER OF BARGAINING	39
ARTICLE XIV – SEPARABILITY AND SAVINGS	40
ARTICLE XV – SUCCESSOR AGREEMENT	41
ARTICLE XVI – SETTLEMENT OF DIFFERENCES BY PEACEFUL MEANS	42
ARTICLE XVII – MEMBERSHIP DUES AND SERVICE FEES	43
ARTICLE XVIII – ASSOCIATE FACULTY CLASS ASSIGNMENT	45
ARTICLE XIX – PUBLIC SERVICE CENTER FACULTY CLASS ASSIGNMENT	49
ARTICLE XX – VACANCY POSTINGS	52
ARTICLE XXI – BENEFITS	53
ARTICLE XXII – INTELLECTUAL PROPERTY RIGHTS	54
ARTICLE XXIII – SAFETY	58
ARTICLE XXIV – DURATION AND REOPENERS	60

APPENDICES

<i>APPENDIX – A – Certification of Representative</i>	62
<i>APPENDIX – B – Associate Faculty Statement of Grievance Form</i>	63
<i>APPENDIX – C – Temporary Leave of Absence Form</i>	65
<i>APPENDIX – D – Salary Schedule</i>	66
<i>APPENDIX – E – Application for Associate Faculty Office Hours</i>	69
<i>APPENDIX – F – Disciplines</i>	71
<i>APPENDIX – G – Associate Faculty Instructor Job Descriptions</i>	73

ARTICLE I - AGREEMENT AND CERTIFICATION

- 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 Part-Time Faculty Association/Communication Workers of America, its agents or representatives (which shall hereafter be referred to as "Association"), an employee organization.
- 1.2 This Agreement is entered into pursuant to The Rodda Act, Sections 3540 et seq. of the California Government Code (which shall hereafter be referred to as "Act").
- 1.3 The California Public Employment Relations Board on January 12, 1990, certified the Butte College Part-Time Faculty Association/Communication Workers of America (Appendix "A") as the exclusive representative of the part-time/associate instructors compensated on the part-time salary schedule.
- 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 District and the Association agree that all rights guaranteed bargaining unit members regarding non-discrimination under all codes and laws whether local, state, federal or the Rodda Act, shall be guaranteed under this contract.

ARTICLE III - ASSOCIATION RIGHTS

- 3.1 Information – The Association shall be provided with materials and data that are available to the public or required by law. 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. The Association shall be provided with information which is necessary for it to represent its members, as provided by law.
- 3.2 Board Policies/Administrative Procedures - District Board Policies and Administrative Procedures will be made available to all members of the Association on the District’s website. Changes, additions, alterations or deletions will be made from time to time and posted to the website once approved by the Board and/or Administration.
- 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 Requests for District Information – Per the provisions of Assembly Bill (AB) 119 (2017), sections 3555-3559 of the Government Code (GC), and the Public Records Act GC Section 6254.3 absent a waiver by PFA, the District will:
- (1) provide PFA 10 days’ notice of every orientation session absent an urgent critical unforeseen need,
 - (2) provide PFA with access to new hires during any orientation session,
 - (3) provide PFA with contact information on new hires within 30 days of hire or the first pay period of the month after the employee is hired, whichever is later, and
 - (4) also provide PFA with a list of all employees’ names and contact information contained in 3.4.2.d every 120 days.
- 3.4.1 District Notice to PFA of New Hires. The District shall provide PFA notice of any newly hired employee (full name, date of hire, and classification), within ten (10) days of date of hire, via an electronic mail.
- 3.4.2 Employee Information
- a. “Newly hired employee” or “new hire” means any employee in the bargaining unit who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by PFA. For those latter employees, for purposes of this article only, the “date of hire” is the date upon which the employee’s employee status changed such that the employee was placed in the PFA unit.
 - b. The District shall provide PFA with contact information on the new hires. The information will be provided to PFA electronically via a mutually agreeable

secure FTP site or service within 30 days of hire or the first pay period of the month after the employee is hired, whichever is later. The required contact information is contained in section 3.4.2(d) below. This information shall be provided to PFA regardless of whether the newly hired employee was previously employed by the District.

- c. Periodic Update of Contact Information: The District shall provide PFA with a list of all bargaining unit members' names and contact information on the last working day of September, January, and May. The information will be provided to PFA electronically via a mutually agreeable secure FTP site or service. The required contact information is contained in section 3.4.2(d) below.

- d. The contact information for new hires as outlined in section 3.4.2(b) and the bargaining unit member periodic update required under section 3.4.2(c) shall also include the following information on file with the District, with each field listed in its own column:
 - i. First Name;
 - ii. Middle initial;
 - iii. Last name;
 - iv. Suffix (e.g. Jr., III)
 - v. Job Title;
 - vi. Department;
 - vii. Primary worksite name;
 - viii. Work telephone number;
 - ix. Home Street address (incl. apartment #)*
 - x. City
 - xi. State
 - xii. ZIP Code (5 or 9 digits)
 - xiii. Home telephone number (10 digits);*
 - xiv. Personal cellular telephone number (10 digits);*
 - xv. Personal email address of the employee;*
 - xvi. Employee ID;
 - xvii. Hire date.

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

3.4.3 New Employee Orientation

- a. "New employee orientation" means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

- b. The District shall provide PFA mandatory access to its new employee orientations. PFA shall receive not less than ten (10) days' notice in advance of

an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable.

- c. The PFA representative designated by the Chapter President will be provided the first fifteen (15) minutes to conduct the orientation with the new employee(s). This time will not be extended, including if the PFA representative is late.
- d. The orientation session shall be held on District property or conducted remotely during the workday of the employee(s), who shall be on paid time.

- 3.5 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 - Communications authorized by the Superintendent/President or designee may be placed by the Association on the bulletin boards of the District. Such communications must be dated and bear Association identification as the distributor.
- 3.7 Equipment Usage - The Association shall secure prior approval from the Director of Human Resources 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 current applicable overtime rate for facilities. 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 or designee 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 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 Association Bargaining Committee Compensation

3.12.1 A maximum of three (3) authorized unit members of the Association Bargaining Committee will be compensated \$300.00 per month, to be split equally between the Association and the District, for each month the collective bargaining agreement is being actively negotiated, for a maximum of six (6) months.

3.12.2 The District will provide up to one thousand dollars (\$1,000) to share equally (50% District/50% Association) the expenses with the Association for either release time and/or travel and conference for unit members on official Association business. This is in addition to any other release time provided under other provisions of the Agreement.

3.12.3 The District will provide up to \$2,500 per semester to the Association's President for union work provided on behalf of the District and the Association. Any additional pay for union work will be paid for by the Association. This stipend will be subject to COLA increases.

3.12.4 All charges claimed under Section 3.12.1 shall be jointly pre-approved by the Association's President and the Vice President for Administration.

3.13 Distribution of Contract - After the execution of this contract, the District shall print or duplicate and provide twenty (20) copies of this contract to the Association's president. The contract will then be posted and made available to all members on the District's Human Resources website. Memorandums of Understanding reflecting changes to this contract will be posted once approved by the Association and the Administration. Additional copies may be requested by the Association. The cost of reproduction will be shared equally between the District and the Association.

3.14 Management Orientation - Upon ratification of this Agreement the District and the Association jointly shall conduct an orientation session, not to exceed two (2) hours, for all unit members.

3.15 The District will provide all unit members on- and off- campus accessible voice mail and email accounts.

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.
- 4.2 The exercise of those rights, powers, authority, duties and responsibilities and the adoption of such rules, regulations and policies as the District deems necessary in the management, direction and administration of all operations and activities of the college district shall be limited only by the specific and express terms of this Agreement.

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 official 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 from the date the derogatory written material was reviewed and discussed with the member, have attached 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 Human Resources office.
- 5.1.4 A unit member or authorized representative shall have the right, during the regular District office business day, to examine all materials (except those items which were obtained prior to employment, prepared by identifiable examination committee members or obtained in connection with a promotional examination) contained within the official personnel file. Advance appointments for examination shall be required and scheduled with District representatives.
- 5.1.5 The Association agrees to indemnify and hold harmless the District from any and all claims, demands, or suits or any other action arising from an authorized Association representative's examination of the file.
- 5.1.6 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. All personnel files shall be secured and efforts to maintain privacy shall be made.
- 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 official personnel after remaining in the file for a period of two (2) years and shall thereafter be destroyed according to applicable statutes of limitation following consultation with the Association. The sealed materials shall not be opened except in the presence of the unit member and/or their representative. The performance evaluation packet is not considered derogatory materials, and is not subject to removal.

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 – STUDENT FEEDBACK, STUDENT CONCERNS AND ADMINISTRATIVE EVALUATION OF ASSOCIATE INSTRUCTORS

- 6.1 Introduction – For all evaluation forms, see the HR website.
<http://www.butte.edu/departments/hr/evaluationforms.html>
- 6.1.1 The purpose of the associate faculty student feedback and evaluation process is to develop and sustain excellence in the performance of educational duties. Each provides the administration and faculty members with official records of the quality of the instructor's professional performance and service to the District and its students.
- 6.1.2 The term "Associate Instructor" refers to a non-regular contract teacher working on a semester-to-semester contract at 67% or less of a regular full-time contract instructor's assignment.
- 6.1.3 Classroom is defined as the environment, whether face-to-face or in a distance modality, in which instruction is delivered.
- 6.1.4 Electronic copies of feedback (if applicable) and evaluation forms for Associate Faculty, Learning Resource Specialists, Counselors and Librarians will be made available on the HR website.
- 6.2 Student Feedback of Associate Instructors
- 6.2.1 Student Feedback of associate instructors conducted periodically throughout each academic year provides a most useful tool to provide feedback to instructors about their teaching effectiveness. Although student feedback is only one source of performance evaluation, they do provide one of the most direct contacts with the ultimate beneficiary of the District's educational product -- the student. It is for this reason that special emphasis has been placed upon actively soliciting student comments as a necessary part of the students' responsibilities regarding the filling out of the course evaluation instruments.
- 6.2.2 It is the goal of the District that each associate faculty receive student feedback from their students once during each teaching year.
- 6.2.3 General Procedures
1. To allay student fears, student anonymity shall be protected throughout the student feedback process.
 2. The overall in-classroom student feedback process shall be supervised by the area dean or the appropriate off-campus center supervisor.
 3. Associate instructors to receive feedback from their students in a given semester shall be notified in advance and they shall be given a specified period of time during which feedback forms are to be completed.
 4. At the time that the feedback is to be gathered, the instructor shall assign one student the responsibility for reading the directions to the class, administering,

and collecting and sealing the evaluations. (Note: If fewer than 50 percent of the students currently enrolled are present, another session of the same class shall be chosen within the next two class meetings for the feedback to occur.)

5. Great care should be taken to see that students understand their role, take the feedback forms seriously, and are provided with adequate time. Student comments are to be actively solicited and encouraged as a major component of their feedback.
6. An evaluating administrator or administrative designee shall have access to individual student Instructor/Course feedback forms as well as to the computerized summary. After the computerized summary and individual student comments are read, the evaluator will initial the last page of the summary, making comments at his or her discretion on student feedback and/or the computerized summary.
7. Written comments by the evaluator provide a mechanism to recognize excellence of performance in a timely manner. Should the students' feedback summaries direct attention to a potentially serious shortcoming or problematic situation, the issue will be brought to the attention of the associate faculty member no later than the beginning of the next semester in which they are scheduled to teach so that corrective actions may be taken.
8. The results of student feedback (and the evaluation forms or copies thereof) shall be made available to the associate faculty after grade rosters have been submitted, but no later than the beginning of the next Fall or Spring semester. If student feedback is not made available at that time, they are to be considered null and void and will not be placed in the associate instructor's personnel file without the express authorization of the associate instructor. (In the event grade rosters are turned in after the stated deadline, the requirement to return student feedback prior to the next semester is waived.) Students shall never suffer any adverse retribution for their feedback or comments tendered on either the formal evaluation form or for oral or written comments made to administrative evaluators or their designees. Instructors will have ten working days from the beginning of the appropriate FALL OR SPRING semester to add comments prior to the materials being forwarded to the Vice President of Instruction for placement in the associate instructor's personnel file.
9. The final page of the computerized summary, including the evaluator's initials and optional comments, will be routinely placed in the associate instructor's personnel file, along with any comments submitted by the associate faculty within the ten-day period, as stated above.
10. Should the evaluator desire to include any additional materials, including individual student comments, the associate faculty shall be properly notified and given an opportunity to attach comments within the ten-day period.

6.3 Addressing Feedback Results

6.3.1 Student feedback may indicate a successful learning environment, and positive student comments will be recognized. Student feedback may also indicate a serious problem or point to an apparently significant weakness in the instructional techniques, conduct or approach employed by the associate instructor. This may be evidenced by low scores on the Student Feedback Form or by student comments. When a problem is indicated, the area dean or their designee shall request a personal meeting with the associate faculty to discuss the situation. During the meeting, low scores will be given careful consideration in comparison to the other scores, and opportunities for faculty input will be given.

6.3.2 At the conclusion of the meeting, further steps may be deemed appropriate, such as further conducting of Student Feedback Forms or a formal evaluation.

6.4 Student Concerns

6.4.1 Student concerns regarding an associate faculty member may come forward to the department chair and/or the dean via the student complaint process. If the department chair and/or dean receives a student complaint, they will request a meeting to discuss the complaint with the associate faculty member.

6.4.2 Depending upon the nature of the complaint, the outcome of the meeting with the associate faculty member may include a range of actions from distributing Student Feedback Forms, conducting a formal evaluation, creating a personal improvement plan, or placing a letter in the employees' personnel file.

6.5 Formal Administrative Evaluation of Associate Faculty Performance

6.5.1 This process provides a mechanism to 1) take formal note of performance, 2) analyze and discuss performance and 3) develop plans that will foster continued improvements in performance by encouraging continued growth and currency. The evaluation process provides a formal means for recognizing excellent performance and contribution to the college and may provide criteria for making employment renewal decisions.

6.5.2 However, associate instructors are employed on a semester-by-semester basis, and non-renewal of service may result from a number of causes. Evaluation is not a prerequisite to non-renewal.

6.5.3 Guidelines

Proper evaluation requires:

- a. Clear associate faculty role expectations, as delineated in the contract and specified by the District through designated supervisors.
- b. A close communication network between the associate faculty member and their evaluator or evaluators so that honest and meaningful information and perceptions can be exchanged. Feedback on the quality of the associate faculty performance is a continuous on-going process, not solely limited to the formal Administrative Evaluation of associate instructors.

- c. Plans and techniques for improving and assisting an individual associate faculty member in realizing his or her potential for teaching excellence. An improvement plan designed to assist an associate faculty member in the noted areas of deficiency is a very important and expected element in an effective performance evaluation process. Such an improvement plan could include (but is not limited to) taking classes and participating in workshops, attending conferences, conducting classroom visitations and participating in peer mentoring.

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

6.6 Areas of Associate Faculty Instructional Evaluation

6.6.1 Areas of associate faculty evaluation include:

- a. Teaching and Instruction -- Classroom Effectiveness:
 - 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 and encourages student contact.
 - 5. Provides instruction 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 feedback 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 and skills in the course.
 - 11. Grades and returns assignments and tests in a reasonable period of time.
 - 12. Makes effective use of teaching aids and materials required of students (e.g., textbooks, manuals, etc.)
- b. Preparation and Use of Up-to-date Instructional Materials and Methods.
 - 1. Prepares complete syllabi.
 - 2. Continually revises and updates course contents and materials of instruction.
 - 3. Coordinates course contents and methods of instruction with other teachers in the program/discipline.
- c. Initiates and Carries Through With Improvements in Course Contents and Methods.
- d. Professional Growth and Currency. Associate instructors are required to show examples of activities which demonstrate a pattern of academic-professional-and/or technical updating and currency, i.e., flex activities, in-service training, relevant course work taken, etc.

- e. Participates in Associate Faculty Performance Evaluation Processes and Procedures.
- f. Academic Area and Departmental Responsibilities:
 1. Is knowledgeable about and abides by District policies and procedures. This includes the accurate and timely submission of all reports, grades, and paperwork.
 2. Meets deadlines and timelines.
 3. Orders instructional materials, equipment, textbooks, etc., with sufficient lead times.
 4. Provides information for the development of departmental budgets.
 5. Exercises good judgment in implementation of duties and responsibilities, classroom decorum and in the use of and/or management of facilities, equipment and supplies, i.e., especially in regard to off-campus rented facilities and public school classrooms.
 6. Attends assigned meetings as requested.
 7. Is punctual to assigned meetings.
 8. Works well with peers, classified staff and/or administration.

6.6.2 Formal Administrative Evaluation shall be based upon the first two, and may be additionally based upon the last two, items that follow:

1. Self-evaluation;
2. Classroom observation(s), including student input;
3. Student instructor/course feedback gathered since the last formal administrative evaluation.

6.6.3 Frequency of Formal Administrative Evaluation:

The District will make every effort to conduct formal evaluation of associate faculty during the first semester of employment and at least once every six semesters of service. However, in no instance will student feedback or other material be considered that was not developed and collected within the past six semesters of service. Included in the evaluation process is the requirement for a pre-observation conference and a post-performance evaluation conference. Per Article 6.9, a post-performance evaluation conference shall be conducted by the administrative evaluator or their designee. The initial pre-observation conference (in the first semester of employment) and all post-performance evaluation conference meetings (at least once every six semesters of service) will be conducted face-to-face. The District will pay the associate faculty member being evaluated for these face-to-face conference meetings. This payment will be at the current meetings rate contained in the Extra Duty Stipend Schedule for Associate Faculty. See the HR website for current schedule.

6.6.4 More frequent evaluations may be conducted at the discretion of the District or at the request of an associate instructor. Regardless of the actual frequency of the formal Administrative Evaluation of Associate Faculty, when problems or areas of actual or suspected substandard teaching are noticed, the associate faculty member must be notified and the situation must be addressed immediately by implementing a process of progressive evaluation and/or progressive corrective action.

6.7 Associate Faculty Self-Evaluations

- 6.7.1 The associate faculty shall complete a Self-Evaluation Form to be submitted in conjunction with the formal Administrative Evaluation of Associate Instructor's performance.
- 6.7.2 The completed Self-Evaluation Form provides an avenue by which associate instructors can make evaluators aware of the breadth of the associate instructor's contributions to the District.

6.8 Process for Formal Written Administrative Evaluation of Associate Instructors:

- a. Classroom Observation: Classroom observations will be performed.
 - 1) The evaluation process will include a pre-observation conference, an in-class observation, and solicitation of student feedback and/or comments by the evaluator or their designee.

During the pre-observation conference, options for soliciting student input will be chosen. These options will be the same as available for full-time faculty and available to view on the HR website. (See “Standardized Options for Soliciting Student Input During Formal Observation of Associate Teaching Faculty”.)

After the pre-observation conference, if the instructor has valid concerns that indicate they may not receive a fair evaluation, they may request another evaluator through the evaluator's next most immediate supervisor.
 - 2) Feedback - Feedback on the results of the in-class observation will be provided to the associate faculty immediately following the class observation and/or within the formal Administrative Evaluation of Associate Faculty Performance conference.
 - 3) Procedures for conducting classroom observations for courses taught exclusively in an on-line modality will be made available on the HR website.
 - 4) The formal written Administrative Performance Evaluation shall be composed of four elements:
 - a. The Butte College Administrative Evaluation of Instructor Performance Form;
 - b. Narrative comments on matters of substance by the evaluator, including any improvement plans;
 - c. Instructor Self-Evaluation; and 4) Associate faculty comments attached to the evaluation should they elect to do so.

Should the class selected for observation be online, then timing and details for the observation may be arranged without face-to-face conference. The observation will

consist of two parts. The first part will be the evaluatee guiding evaluator through the course in a prescheduled hour-long session. The evaluatee will be compensated for this session. For the second part, the evaluator will be allowed access to a copy made of the course.

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

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

2. Administrative evaluators or their designees will forward each formal evaluation packet to the appropriate area dean, who will then hold it for ten (10) working days before forwarding it, along with any comments from the associate instructor, to the Vice President for Student Instruction, who will then place the information in the associate instructor's personnel file.
3. An associate faculty who determines that they have been evaluated unfairly may appeal the evaluation to the evaluator's next most immediate supervisor. The associate faculty member may then request an additional evaluation by an evaluator agreed upon by the associate instructor, the original evaluator, and the individual to whom the appeal was made. In all disputes, the Vice President for Instruction shall be the final authority.

6.9 Performance Evaluation Conference and Summary

1. A performance evaluation conference shall be scheduled by the administrative evaluator or their designee. The substance of the written evaluation shall be provided to the associate faculty so that there is adequate time for reflection and response. The discussion should be purposeful, with a focus on sustaining and/or improving instructional effectiveness.
2. Should the performance evaluation point out areas of serious concern, the performance evaluation conference shall take the form of a face-to-face exchange between the associate faculty and the administrative evaluator or their designee.

3. Instructor improvement plans and/or personal performance objectives for the future may be the logical product of the performance evaluation conference. The associate faculty and the evaluator should work cooperatively toward identifying areas of strength which should be noted and reinforced. Any area needing improvement should be so noted and plans for addressing such issues developed and communicated.
4. Consequences for not achieving needed improvements or rectifying an area(s) of substandard performance shall be clearly delineated and communicated to the associate instructor. Any possibility that the instructor may not be re-employed as a result of non-compliance with a plan for improved performance should be clearly communicated to the associate faculty member in writing and/or on the Administrative Evaluation of Associate Faculty Performance form itself. Whenever it is indicated that re-employment is questionable, an Instructor Improvement Plan should be attached.

6.10 Timing Sequence

The initial pre-observation conference (in the first semester of employment) and all post-performance evaluation conference meetings (at least once every six semesters of service) will be conducted face-to-face. The District will pay the associate faculty member being evaluated for these face-to-face conference meetings. This payment will be at the current meetings rate contained in the Extra Duty Stipend Schedule for Associate Faculty. (See the HR website for current schedule.) Once the initial paid pre-observation has been completed, associates may elect to conduct pre-observation conferences (non-paid) by phone, email, or by scheduling a face-to-face meeting.

1. Evaluators must set up a pre- observation conference prior to the actual observation.
2. Except by mutual agreement to the contrary or as specified in a previous Instructor Improvement Plan, evaluators must provide at least two weeks prior notice before conducting the initial classroom teaching observation. If additional observations are necessary, they may be made during subsequent class meetings.
3. The formal evaluation performance conference, which includes the completed "Administrative Evaluation of Instructor Performance" and the narrative evaluation, must be pursued in a timely manner and preferably held no later than two weeks after the classroom teaching observation. Whenever serious concerns are identified, this conference must take place within two weeks of the classroom observation.
4. The evaluator and the faculty member must sign the final version of "The Administrative Evaluation of Instructor Performance." The instructor's signature indicates only that they have read and understand the contents of the report.
5. The original copy of each formal evaluation report (and any related substantiating information) shall be forwarded to the area dean, who will hold it for ten working days before forwarding it, along with any comments from the

instructor, to the Vice President for Instruction, requesting that it be placed in the associate instructor's personnel file. The associate faculty must request that any comments be added to the final evaluation prior to the end of the ten day waiting period.

**ARTICLE VII - ADMINISTRATIVE EVALUATION OF ASSOCIATE STUDENT DEVELOPMENT
FACULTY**

- 7.1 Introduction - For all evaluation forms, see the HR website.
<http://www.butte.edu/departments/hr/evaluationforms.html>
- 7.1.1 The purpose of the associate student development faculty evaluation process is to develop and sustain excellence in the performance of counseling, learning assistance, and student support duties. Evaluation provides the administration and faculty member with official records of the quality of the associate faculty member's professional performance and service to the District and its students.
- 7.1.2 The process provides a mechanism to 1) take formal note of performance, 2) analyze and discuss performance and 3) develop plans that will foster continued improvements in performance by encouraging continued growth and currency. The evaluation process provides a formal means for recognizing excellent performance and contribution to the college and may provide criteria for making employment renewal decisions.
- 7.1.3 However, associate faculty are employed on a semester-by-semester basis, and non-renewal of service may result from a number of causes. Evaluation is not a prerequisite to non-renewal.
- 7.1.4 The term "Associate Student Development Faculty" refers to a non-regular contract, non-classroom faculty member (e.g., counselor, librarian, learning resource specialist), working on a semester-to-semester contract at 67% or less of a regular full-time certified contract. (See the Human resources web page for specific job titles and descriptions)
- 7.1.5 Electronic copies of evaluation forms for Associate Faculty, Learning Resource Specialists, Counselors and Librarians will be made available on the HR website.
- 7.2 Guidelines
- 7.2.1 Proper evaluation requires:
- a. Clear associate faculty role expectations, as delineated in the contract, individual job descriptions and specified by the District through designated supervisors.
 - b. A close communication network between the associate faculty member and their evaluator or evaluators so that honest and meaningful information and perceptions can be exchanged. Feedback on the quality of the associate faculty member's performance is a continuous on-going process, not solely limited to the formal Administrative Evaluation of Associate Student Development Faculty.
 - c. Plans and techniques for improving and assisting an individual associate faculty member in realizing his or her potential for counseling, learning assistance, library or student support excellence. An improvement plan designed to assist an associate faculty member in the noted areas of deficiency is a very important and expected element in an effective performance evaluation process. Such an improvement plan could include (but is not limited to) classes, workshops,

conferences, voluntary therapy, reading assignments, lesson plan rewrites, classroom visitations, peer assistance, mentoring, etc.

- d. The District shall make every effort to evaluate associate student development faculty members during the first term of employment and at least once every six semesters of service.

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

7.2.3 More frequent evaluations may be conducted at the discretion of the District or at the request of the associate faculty member. Regardless of the actual frequency of the formal evaluation of an associate faculty member, when problems or areas of substandard performance are noticed, the associate faculty member must be notified and the situation must be addressed immediately by implementing a process of progressive evaluation.

7.3 Areas of Associate Student Development Faculty Evaluation

7.3.1 Areas of associate student development faculty are found in the job description for each specific faculty position in this classification. These can be obtained from the Human Resources web page. Basic areas include:

a. Professional Growth and Currency:

Associate student development faculty members are expected during the pre- or post-conference evaluation interview to show examples of activities which demonstrate a pattern of academic, professional, and/or technical development and currency, i.e., flex activities, in-service training, etc.

Participation in Associate Student Development Faculty Performance Evaluation Processes and Procedures.

b. Departmental Responsibilities:

- 1) Is knowledgeable about and abides by District policies and procedures. This includes the accurate and timely submission of required reports and paperwork.
- 2) Establishes and maintains communication with various campus services, instructional divisions, the administration and college staff.
- 3) Coordinates activities with others.
- 4) When requested, provides information for development of the departmental budget.
- 5) Exercises good judgment in the use of and/or management of facilities, equipment and supplies, i.e., especially in regard to off-campus rented facilities.

- 6) Attends meetings if required.
- 7) Is punctual to assigned meetings.
- 8) Meets deadlines.

7.4 Associate Faculty Self-Evaluations

- 7.4.1 The associate faculty member shall complete a Self-Evaluation Form (Associate Faculty Self-Evaluation form found on the HR website) to be submitted prior to the formal Administrative Evaluation of Associate Student Development Faculty performance.
- 7.4.2 The completed Self-Evaluation Form provides an avenue by which associate faculty can make evaluators aware of the breadth of the associate faculty member's contributions to the district.

7.5 Associate Student Development Faculty Peer Evaluations

7.5.1 Selection of Peer Evaluators:

The associate faculty member, in mutual agreement with the evaluating administrator or designee, will choose one tenured faculty to participate as peer evaluator. Peer evaluators should refer to the job-specific evaluation process for each student development faculty position, found on the Human Resources web page.

7.6 Formal Administrative Evaluation of Associate Student Development Faculty Member Performance

7.6.1 Formal Administrative Evaluation shall be based upon:

- a. Self-evaluation
- b. Peer evaluation
- c. Student, student employee, and staff survey input (if applicable)
- d. The administrator or designee (i.e., the department supervisor or coordinator evaluation)

7.6.2 Performance Evaluation Conference and Summary

- a. A performance evaluation conference shall be scheduled by the administrative evaluator or their designee. The substance of the written evaluation (draft) shall be provided to the associate faculty member prior to the conference so that there is adequate time for reflection and response. The discussion should be purposeful, with a focus on sustaining and/or improving effectiveness. Information from the discussion will be used to formalize the written evaluation.
- b. Student Development faculty improvement plans and/or personal performance objectives for the future may be the logical product of the performance

evaluation conference. The associate faculty member and the evaluation team should work cooperatively toward identifying areas of strength which should be noted and reinforced. Any area needing improvement should be noted and plans for addressing such issues developed and communicated.

- c. Consequences for not achieving necessary improvements or rectifying an area(s) of substandard performance shall be clearly delineated and communicated to the associate faculty member. Any possibility that the faculty member may not be re-employed as a result of non-compliance with a plan for improved performance should be clearly communicated to the associate faculty member in writing and/or in the formal evaluation document specific to the position. Whenever it is indicated that re-employment is questionable, an Associate Student Development Faculty Improvement Plan shall be attached, unless it is attached to the evaluation document.

7.6.3 The Formal Written Administrative Evaluation of Associate Student Development Faculty Members shall include:

- a. The formal evaluation document, as specified in the individual evaluation procedures (available on the HR web page); 2) Narrative comments on matters of substance by the evaluator, including any improvement plans; 3) Associate Faculty Member's Self-Evaluation (form found on the HR web page); 4) Associate Student Development Faculty Peer Evaluation (optional: may be folded into the formal narrative.); and, 5) Associate faculty member's comments attached to the administrative evaluation should the associate faculty member elect to do so.
- b. Administrative evaluators or their designees will forward each formal evaluation packet to the associate counselor and the appropriate dean, who will hold it for ten (10) working days before forwarding it, along with any comments from the associate faculty member, to the Vice President of Instruction, requesting that it be placed in the associate faculty member's personnel file. The associate faculty member must request that any comments be added to the final evaluation prior to the end of the ten-day waiting period.
- c. Refer to section 6.9 for specifics regarding the Performance Evaluation Conference and Summary

7.6.4 Timing Sequence

- a. Allowing for diversity of scheduling needs and high-impact times, the timeline for each associate faculty member's evaluation process will be determined collaboratively at the pre-evaluation meeting with the administrator or designee, peer evaluator, and the evaluatee. The entire evaluation process must be completed within a single semester. For frequency of evaluations, refer to sections 6.6.3 and 6.6.4.
- b. The evaluator and the associate student development faculty member must sign the formal evaluation document specific to the position (forms available on the Human Resources web page). The associate student development faculty

member's signature indicates only that they have read and understand the contents of the report.

ARTICLE VIII - WORKLOAD

- 8.1 All courses within the same numerical designation shall be consistent in workload application between full and part-time employees.
- 8.2 No unit member may accept any combination of faculty assignments within the District that exceeds a total of 33.5% load per semester, except upon recommendation and approval of the Vice President of Instruction. If approved, associate faculty may be assigned/employed for a greater percentage in accordance with applicable provisions of California Education Code (Sections 87482.5 and 87485). As a condition of employment, unit members will be asked to sign a disclosure form at time of employment and with each new accepted assignment acknowledging that they understand this policy and agree to abide by its terms. Failure to disclose or attempt to misrepresent current assignments will be cause for disciplinary action.

The District retains the right to reduce the unit member's load per semester so that it does not exceed the 33.5% maximum when any additional compensated teaching assignments are made, which were not previously revealed to, or approved by the District (See Education Code Section 87482.5 and 87485).

- 8.3 Overloads may be assigned after existing pool in specific discipline has been assigned the maximum load as outlined by seniority in Article XVIII.
- 8.4 Workload
Summer and Intersessions shall have a maximum load as determined by the applicable dean or designee.
- 8.5 Workload regarding the number of creditable hours that equal full-time is as follows:

Full-time faculty	177 days X 8 hours = 1416 full-time creditable hours
Student Development Faculty	199 days X 8 hours = 1592 full-time creditable hours
Adult Education Faculty	210 days X 8 hours = 1680 full-time creditable hours
Public Safety Education and Training Center Supervisor/Coordinator	242 days X 8 hours = 1936 full-time creditable hours

ARTICLE IX - GRIEVANCES

9.1 Purpose - To provide an orderly procedure for reviewing and resolving grievances promptly. (Appendix "B")

9.2 Definitions

9.2.1 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 this unit, except for alleged violations of procedural matters;
- d. Any attempt to alter or change this Agreement;
- e. 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;
- f. Any other matter not included in the definition stated in section 9.2.1.

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

9.2.3 Day - A "day" (for purposes of this Grievance Article) is any day in which the administration office of the District is regularly open for business.

9.2.4 Immediate Supervisor - The immediate supervisor is the first (1st) District designated supervisor or manager not within the same bargaining unit who has immediate jurisdiction over the grievant.

9.3 Time Limits

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

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

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

9.3.4 Time limits may be waived by mutual written consent of the parties.

9.4 Other Provisions

9.4.1 Member Legal Rights - Nothing contained herein shall deny to any unit member their legal rights under state or federal constitution and laws. No unit member shall use this Grievance Procedure to appeal any Board decision if such decision is a result of a state or federal regulatory commission or agency or state or federal law decision.

9.4.2 The grievant may be represented by a designee of the Unit at any step of this procedure above "Informal".

9.4.3 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.

9.4.4 In the case of grievances where the District and the Association mutually agree that the grievance cannot be resolved at Level I, or that the alleged violation involves a District-wide violation of the Agreement, the Association and the District Director of Human Resources will mutually agree on the level at which to initiate the formal grievance.

9.4.5 All management responses to grievances will be sent by certified mail, return receipt requested. The grievant timelines will start on the delivery date indicated on the receipt. Management timelines will commence on the date the grievance is date-stamped "received."

9.5 Procedural Steps

Informal

9.5.1 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 their Chair (or Director, if there is no Chair) or designee the alleged grievance.

Level I

9.5.2 If a satisfactory resolution is not reached within ten (10) days of the discussion, the grievant shall present, within ten (10) days thereafter, on the "Statement of Grievance Form," (Appendix "B") the grievance in writing to the first level educational administrator (Director or Dean) who reports to a Vice President or designee and simultaneously to the Association Grievance Committee.

9.5.3 The educational administrator or designee shall communicate the decision to the unit member in writing within five (5) days after receiving the grievance.

Level II

- 9.5.4 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 appropriate vice president or designee, within ten (10) days.
- 9.5.5 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.
- 9.5.6 The next higher designated supervisor, manager, or designee shall communicate the decision to the grievant in writing 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 III

- 9.5.7 If the grievant is not satisfied with the decision at Level II, they may appeal the decision in writing within ten (10) days to the Superintendent/President or designee.
- 9.5.8 The appeal shall include a copy of the original grievance and appeal with the decisions rendered and the reasons for the appeal to Level III.
- 9.5.9 The Superintendent/President or designee shall communicate the decision in writing to the grievant within ten (10) days. Either the grievant, the Superintendent/President or designee may request a personal conference within the above time limits. Any such meeting shall be by mutual agreement.

Advisory Third-Party Intervention

- 9.5.10 If a grievance is not resolved by Level III, the Association may request, in writing, the appointment of a State Arbitrator. The request shall be filed in the Human Resources Office within fifteen (15) working days after the written decision of the Superintendent/President or designee.
- 9.5.11 Within five (5) working days after receipt of a request for advisory arbitration, the Director of Human Resources shall request the State Mediation & Conciliation Service 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.
- 9.5.12 The costs of arbitration shall be borne as follows:
The District and the Association shall share equally in the payment for the services and expenses of the arbitrator.
- 9.5.13 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.

9.5.14 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, and
 - 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 advisory decision merely because in the arbitrator's opinion such decision is fair and equitable.
- d. The advisory 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 advisory decision in any grievance arising before or after the effective dates of this Agreement.

9.6 Appeal to the Board of Trustees

9.6.1 If the advisory decision of the arbitrator is not appealed by either party, the arbitrator's decision shall be considered to be a 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 thirty (30) 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.

9.7 Exception to Grievance Process

An exception to the grievance process described in 9.5.1 – 9.5.12 will occur if two conditions are met: (1) the PFA president and the District agree that a supervisor at one or more lower level of the process is not authorized to make a decision that would resolve the grievance involved and (2) both parties agree that the process can begin at the same higher level.

Should these conditions be met, the process will begin at the higher level. Should both condition not be met, the process described in 9.5.1 – 9.5.12 will apply.

ARTICLE X - LEAVES OF ABSENCE

10.1 Sick Leave

- 10.1.1 All unit members will be granted one (1) hour of sick leave for every sixteen (16) hours of contracted employment.
- a. Sick leave will not be accrued for Staff Development projects, committee assignments, or any other "extra duty" assignments.
 - b. Sick leave will be accrued during the Fall, Spring, summer and winter semesters.
 - c. All sick leave shall be accumulated from year to year without limit.
 - d. Sick leave will accrue on a monthly basis and will be posted during payroll processing. Accumulated sick leave hours will be available for use in the following month.
 - e. Sick leave may be used for medical purposes of the employee or members of the employee's immediate family (as defined in 10.2.3) only. Such leave shall be reasonably scheduled so as to interfere as little as possible with the operations of the District and shall be of reasonable duration. Whenever possible, unit members shall report absences at least two (2) hours prior to scheduled duty hours to the immediate supervisor.
- 10.1.2 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 their final day of employment.
- 10.1.3 Any unit member who is on paid status while on sick leave shall continue to earn sick leave benefits to which entitled. 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.
- 10.1.4 Sick leave credit received by transfer from the previous employer of a new unit member shall be accepted pursuant to the provisions and limitations provided in the Education Code.
- It shall be the responsibility of the unit member to notify the Human Resources Office, in writing, of the name and address of the District by whom they were last employed and request credit for the accumulated leave of absence for illness or injury to which they are, or were, entitled at the time of separation.
- 10.1.5 All sick leave rights or accumulations shall be canceled when an associate faculty 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.

- 10.1.6 Any unit member shall have the right to utilize sick leave necessitated by pregnancy, miscarriage, childbirth, and recovery therefrom.
- 10.1.7 At the time a unit member begins their contracted employment for each academic year, they shall be provided with a current accounting of their accumulated sick leave.
- 10.1.8 If eligible for sick leave, whether utilizing leave or not, the member will notify the District upon absence. Absences for associate faculty are reported via email on an Exception Notice from the department. If absent five (5) or more consecutive duty days or two (2) or more consecutive duty weeks (whichever is less), the member shall provide the District, upon request, with a statement from a physician verifying the necessity of such absence.”
- 10.1.9 Sick leave may be utilized by a unit member placed under quarantine on the same basis as though this unit member had been ill.

10.1.10 Voluntary Time Bank for Sick Leave

a. Eligibility for Benefit:

- (1) Employees of this Unit shall be eligible to participate in the Voluntary Time Bank program if they meet the following eligibility requirements.
- (2) To be eligible, an employee (1) must have completed four semesters of employment with the District; (2) be currently contracted for and providing services to the District; (3) have a verifiable serious illness or injury; and (4) the employee must have exhausted all accrued sick leave, or will have exhausted all such leave within the pay cycle in which application for Time Bank hours is made, resulting in the employee being in a no-pay status. A "verifiable serious illness or injury" is defined as a condition requiring the employee to be absent from work on a recurring basis for more than one month for treatment or recovery for which the employee is under the care of a doctor or other health care provider. The District will require the employee to provide written verification of illness/injury from the health care provider.
- (3) Associate Faculty who have taught for the District for five (5) Academic Years and who requested donated sick leave during a given Fall Semester may, with Human Resources approval, request the donation of sick leave the immediately following Spring Semester if, due to their disability or illness, they were not assigned classes for that Spring Semester.
- (4) Employees of this Unit should contact Human Resources to coordinate sick leave with State Disability Insurance (SDI).

b. Determination of Eligibility Benefit:

- (1) PFA determines the eligibility of its members except where otherwise noted. When PFA has determined that an employee is eligible for benefits from the Voluntary Time Bank, the Association President or their designee will notify the Human Resources Office of that employee's name and status, after consultation with the employee. The Association will be

responsible for notifying unit members of the need for donations. The Association will take all necessary actions to ensure that individual employee decisions to donate or not donate to the Time Bank are kept confidential and that employees are not pressured to participate. **ALL DONATIONS SHALL REMAIN CONFIDENTIAL, INCLUDING THE IDENTITY OF ANY DONOR.**

c. Donating Sick Leave:

1. A part time employee may donate sick leave in increments of two (2) hours to the time bank in the name of a specific eligible employee.
2. Full time faculty, who have accrued part time sick leave via teaching overloads or who were hired from the part time pool before exhausting their part time sick leave, may also donate part time sick leave in increments not to exceed ten (10) hours to the time bank in the name of a specific eligible employee.
3. The maximum time that may be initially donated into the time bank in specific eligible employee's name is twenty-four (24) hours.
4. After the initial donation has been expended, additional time may be donated in amounts not exceeding twenty-four (24) hours.
5. The maximum time an employee may donate in a specific eligible employee's name is seventy-two (72) hours per verifiable serious injury or illness.
6. Part time employees may donate sick leave only if they are currently contracted and providing services to the District, their own total accrued sick leave balance is in excess of twenty-four (24) hours, and that balance would remain in excess of twenty-four (24) hours even after the donation has been made.
7. Donated hours shall be credited to the eligible employee as sick leave. There will be no retroactive credits for previous periods of leave. The donation of sick leave hours is irreversible. Should the eligible employee receiving the donation not use all donated leave for the qualifying long-term illness or injury, that balance will be eliminated.
8. Employees wishing to donate time will complete and submit the required form to the Human Resources Office. After review, the form will be forwarded to the Business Office for payroll action and adjustment to donor and recipient's sick leave balance.
9. In no event shall donated time have the effect of altering the employment rights of the District, the recipient employee, or the donor employee, nor shall it extend or alter the limitations otherwise applicable to leaves of absence, service or sick leave.

10.2 Personal Emergency Leave

- 10.2.1 A unit member may be granted a maximum of six (6) days' leave of absence in any school year, at their election without loss of pay, in cases of personal emergency. Such leaves shall be deducted from the unit member's accumulated sick leave.
- 10.2.2 Personal emergencies include serious illness or death of a member of their immediate family; an accident involving their person or property, or the person or property of a member of their immediate family; appearance in court as a litigant, or as a witness under an official order.
- 10.2.3 "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.
- 10.2.4 The Director of Human Resources may grant exceptions if a unit member applies under Section 10.2.3 for leave involving a family member not within the definition of "immediate family" in Section 10.2.3, 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 Director of Human Resources.
- 10.2.5 Verification of personal emergency leave shall be provided to the District and signed by the unit member.

10.3 Personal Business Days

- 10.3.1 Associate Faculty will be granted time off with pay, not to exceed two (2) days per Fall and Spring Semesters, to resolve matters of personal business which require attention during working hours and cannot be resolved during non-working hours. In no case may two personal days be taken consecutively without District approval. Unit members who do not use either of the two (2) personal days during a Spring Semester may take (1) day during a Summer Semester.
- a. Absence granted for personal business leave does not accrue.
 - b. Personal business leave cannot be used for any of the reasons stated in Article 10.2.
 - c. Such leave shall be deducted from the unit member's accumulated sick leave.

10.4 Holiday Pay

- 10.4.1 Unit members who experience the cancellation of an otherwise normally scheduled instructional day(s) because of a District recognized holiday will receive payment for that normally scheduled instructional day(s) up to a maximum of six (6) days per academic year.
- 10.4.2 District recognized holidays will be those established by the academic calendar.

10.5 Jury Duty

- 10.5.1 A unit member who is called for jury duty will be granted the necessary time off with pay only for normally scheduled instructional day(s) missed to fulfill this obligation.
- 10.5.2 The unit member shall pay to the District any per diem fees paid by the court only for normally scheduled instructional day(s) missed.
- 10.5.3 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.
- 10.5.4 Unit members are required to return to work during any day in which jury services are not required.
- 10.5.5 The District may require verification of jury duty prior to, or subsequent to, providing compensation.

ARTICLE XI - COMPENSATION/OFFICE HOURS

11.1 Salary Schedules

Part-time Faculty Equity Funds have been incorporated into the part-time faculty salary schedule. One additional step has been added to the salary schedule for credit-lecture hours only. (This additional step does not include non-credit, lab, non-instructional, P.E. activity, or special load.) See Appendix D for education, teaching and/or student development experience requirements for initial placement, and step and column movement.

11.1.1 For the term of this agreement, salary schedules will be increased using funding available to increase part-time faculty salary schedules by the same cost-of-living (COLA) percentage granted to full-time instructional faculty. The COLA funding will be split as mutually agreed to by PFA and the District to help bring individual salary schedules to the 20 district average in the first year of this contract. For each of the following years, the same COLA awarded to full-time instructional faculty will then be added each year to the salary schedule for the duration of the contract. The Supervisor/Coordinator Salary Schedule, the Extra Duty Stipend Schedule and the mandatory meeting rate will be increased by the same percentage granted to full-time instructional faculty for the term of this agreement.

- a. The 20 District Average is calculated, where possible, by adding the highest hourly rate and the lowest hourly rate and determining the average paid for the associate faculty for the same 20 districts selected from the Recalculation Apportionment Reports (Exhibit C) for the preceding year as used by BCEA. The ten districts whose funded apportionment FTES is above Butte College and the ten districts below will be selected. The benchmark salary equals the highest non-doctorate without special increments paid by the comparable districts. The highest two and lowest two districts are excluded; the average of the remaining districts are then compared to Butte College.
- b. In the event that a salary schedule “correction” would decrease the hourly rates from the previous year, that decrease would not be implemented but would offset future increases.
- c. Associate faculty will be compensated for coaching per the attached schedule. This schedule will be adjusted by the method described in 11.1.1 a & b above (Appendix D).
- d. The extra duty stipend will be adjusted by the method described in Section 11.1.a & b above (Appendix D).
- e. All salary schedule adjustments made to Appendix D will be effective for any work agreements made after July 1.

11.1.2 Educational Incentives

- a. Unit members enrolled in courses at Butte College will have their fees waived as allowed by law.

11.1.3 Flex Hours

- a. Approved flex hours earned by an associate faculty in any semester in excess of their allowable flex opportunity may be applied to either semester within an academic year. Fall semester flex hours earned but not used may be carried over into the spring semester. If Spring semester flex hours are to be applied to Fall flex activities, the associate faculty will not receive the compensation until after it is earned. Associate faculty will be compensated only for flex hours completed in the academic year.
- b. Flex hours from Fall and Spring terms may be used for flex opportunities occurring through the end of the academic year (June 30). Requests for payment of flex hours earned during the Fall and Spring semesters must be submitted no later than the end of the current fiscal year, June 30.

11.1.4 Compensation for Cancelled Class Assignment

In the event a unit member's assignment is cancelled during the week prior to the beginning of the assignment, the District will compensate the unit member \$125.00. If the course was considered a new prep or a course not taught by the unit member in the past academic year, then the compensation will be \$175.00.

11.1.5 Orientation

New Associate faculty hires will be required to attend the PFA/District Part -Time Orientation (2.5 hours) either the first semester of their hire or by the second semester should their hiring occur after Institute Week of their first semester. As a mandatory flex activity, the orientation will be in addition to any other flex opportunities awarded through the hiring contract. This opportunity is applicable one time only and paid at the flex rate (hourly rate based on the Associate Faculty Salary Schedule).

- a. The District will conduct new employee orientations for newly hired unit members, and will provide ten (10) days advance notice to the Association of said orientation. In the event that ten (10) days advance notice cannot be given, as much notice as practicable will be provided to the Association. The Association will be allowed up to thirty (30) minutes to participate in the new employee orientation.

11.2 Office Hours

- 11.2.1 Associate faculty, while not required to have scheduled office hours, in many cases provide office hours to students for consultation and advising as it pertains to their individual teaching assignments.
- 11.2.2 In an effort to contribute to the success of students, the District will institute a program that will provide for a limited number of paid office hours for associate faculty for both the fall and spring semesters.

- 11.2.3 The District will establish an office hour pool of money each year in an amount equal to the Part-time Faculty Office Hour funding provided by the state, but no less than \$100,000.
- 11.2.4 In order to be eligible for office hour pay, an associate faculty member must teach at least 10% lecture hour equivalent. Eligible office hours will be paid at a rate of \$25 per hour. Eligibility for funding will be determined using criteria in section 11.2.5. Office hour pay will be available to those associate faculty members who choose to apply for office hour funding. Hours paid may vary based on the number of faculty applying and the availability of funding provided by the state Part-time Faculty Office Hour reimbursement program.
- 11.2.5 Associate faculty who desire compensation for office hours must complete the “Application/Payroll Document for Associate Faculty Office Hours” form and submit it to the appropriate Dean. The following criteria will be applied in selecting funding for office hours: (Appendix E)
- a. A demonstrated student need,
 - b. A significant chance that office hours will contribute to student success,
 - c. Availability of funding.

From the pool of applicants, office hour approval will be determined by the Vice President of Instruction/designee. The number will be dictated by the pool of District support dollars as per this contract for office hours and the State reimbursement program.

- 11.2.6 An “Application/Payroll Document for Associate Faculty Office Hours” must be resubmitted to receive payment for approved office hours. Those office hours will be paid the last pay period of each semester (Appendix E).

11.3 Other Compensation

- 11.3.1 Mandatory Department or District Meetings - If the administration deems it necessary to have associate faculty attend other meetings, i.e. department meetings or faculty-wide meetings, they will be paid at the mandatory meeting rate as listed in Appendix D. (The mandatory meeting rate per Appendix D will be increased to \$25 per hour beginning in 2021-22.)

11.3.2 Mandatory Compliance Trainings

- a. If the administration deems it necessary for associate faculty to complete mandatory online compliance trainings, including, but not limited to Blood Borne Pathogen and Sexual Harassment Prevention training, they will be paid the mandatory meeting rate for each hour of training required by the District.
- b. If the administration deems it necessary for associate faculty to complete mandatory compliance trainings that require work outside of training time, they may be paid at a higher rate for each hour of training required by the District, up to \$50.00 per hour, depending on funding.

11.3.3 Committee Appointments

- a. Associate faculty who are appointed to serve on college committees as per the Institutional Effectiveness Handbook will receive a \$250 stipend per semester or a \$500 stipend for the academic year.
<https://www.butte.edu/community/about/pba/documents/governance/Institutional%20Effectiveness%20Manual.pdf>
- b. Associate faculty who are appointed to serve on a hiring committee will be paid \$50 per hour of service.

11.3.4 Extra Duty Stipends - Associate faculty who are appointed to serve on the Academic Senate, the Curriculum Committee, or the Accreditation Steering Committee will be paid the Extra Duty Stipend as listed in Appendix D. (The Extra Duty Stipend for serving on the Accreditation Steering Committee will be \$1,000 per year beginning in 2021-22.)

11.4 Multiple Assignments Travel - Employees who, during the course of a continuous assignment, are required to travel from one worksite directly to another worksite, such as counselors during Reg-2-Go, will be paid for travel time and will be eligible for mileage reimbursement. Employees will not be eligible for compensation for travel time or mileage reimbursement to or from their remote worksite or their home. If an employee accepts separate assignments at different locations on the same day, such as an associate who teaches at the Main Campus and Glenn County Center on the same day, travel time will not be compensated, however, the employee will be eligible for mileage reimbursement.

ARTICLE XII - PAST PRACTICES

- 12.1 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. Nothing contained herein shall constitute a waiver of any rights guaranteed by law.

ARTICLE XIII - WAIVER OF BARGAINING

- 13.1 This Agreement shall constitute the full and complete commitment between both parties. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- 13.2 During the term of this Agreement, the Board and the Association expressly waive and relinquish the right to bargain collectively on any matter;
 - 13.2.1 Whether or not specifically referred to or covered in this Agreement;
 - 13.2.2 Even though not within the knowledge or contemplation of either party at the time of negotiations;
 - 13.2.3 Even though during negotiations the matters were proposed and later withdrawn.
- 13.3 Such waiver does not preclude bargaining collectively for subsequent, new collective bargaining agreements during the term of Agreement.
- 13.4 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 XIV - SEPARABILITY AND SAVINGS

- 14.1 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. The District and Association agree to meet as soon as possible to negotiate the impact of the loss of the invalidated, unenforceable or unlawful provision.

ARTICLE XV - SUCCESSOR AGREEMENT

- 15.1 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 XVI - SETTLEMENT OF DIFFERENCES BY PEACEFUL MEANS

- 16.1 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 XVII - MEMBERSHIP DUES & SERVICE FEES

17.1 It is the expressed intention of the parties that the provisions of this article respectfully balance the rights of individual employees and the right of the parties to enter into a "fair share service fee" agreement. However, membership in the Association shall be the personal choice of each employee in the bargaining unit. This Section provides for membership dues or fair share service fee collection. The termination/expiration of this Agreement shall not constitute a basis for the cessation of the implementation of this Section. There shall be no charge to the Association for such dues/fair share service fee deductions.

- a. Bargaining unit members who are members of the union on or after the effective date of this Agreement who wish to withdraw from union membership may do so effective on the expiration date of this Agreement by filing a written notice with PFA/UPTE on or after the thirtieth (30th) day prior to the expiration date of this Agreement.

17.1.1 Dues/Service Fees

No later than thirty (30) days following the implementation of this Section the District shall begin deducting membership dues for members and fair share service fees for non-members from the wages of bargaining unit members and shall thereafter continue to do so on a monthly basis. Additionally the Association shall be provided a second payroll deduction for other authorized and legitimate Association sponsored programs and activities.

- a. For purposes of this section, "employee" shall mean any person entering into the bargaining unit or subsequently modified bargaining unit as mutually agreed upon by the Association and the District.
- b. If through error, the full amount due to be deducted is not deducted and remitted to the Association, the District will upon written request from the Association and notice to the affected employee, provide subsequent deductions until the shortage is corrected. For its part, the Association shall promptly refund to the employee any deductions erroneously withheld from the employee's wages by the District and remitted to the Association.

17.1.2 District Responsibilities

With respect to all sums deducted by the District pursuant to this Agreement, whether for membership dues or fair share fees, the District agrees to promptly remit such monies to the Association each month together with an alphabetical list of unit members, for whom such deductions have been taken, including social security number, and the amount of dues/fees deducted. Employee address and gross wages will be included on the list pending creation of the report.

17.1.3 Religious Beliefs

An employee who is a verified member of a religious body within the meaning of Section 3546.3 of the Government Code shall not be required to financially support the

Association as a condition of employment. Such employee, in lieu thereof, shall file a detailed written objection with the Association and the District, establishing the basis for the religious exemption and a request that the Association pay a sum equal to their fair share service fee to one of three (below) non-religious, non-labor, charities exempt from taxation under Section 501(c) (3) of Title 26 of the Internal Revenue Code, designated and mutually agreed upon by the Association and the District. If accepted the Association agrees to forward such amounts to the designated charity.

- Butte College Foundation Fund
- Pediatric Aids Foundation
- American Red Cross

- a. Any employee claiming religious exemption as set forth above and who requests that the grievance or arbitration provision of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

17.1.4 Association Responsibilities

The Association will provide to the District the formula for calculating membership dues for members and fair share services fees for non-members. Any changes in the amount of dues/fees will be certified to the District by the Association, and shall become effective no later than thirty (30) days following the date that the District receives such certification from the Association. Additionally, the Association agrees to furnish any information needed by the District to fulfill the provisions of this Section.

17.1.5 Indemnification and Hold Harmless

It is specifically agreed that the District assumes no obligation with respect to the Association dues and fair share service fees other than those specified in this Section. The Association agrees that it indemnify and hold the District harmless against any liability arising from any claims, demands, or other actions relating to the District's compliance with this Section of the Agreement per Section 3543 and 3546 of the Government Code (as amended by AB 1960 & SB 614).

- a. The Association shall have the exclusive right to decide and determine whether any such actions or proceeding referred to above shall or shall not be compromised, resisted, defended, tried or appealed.

ARTICLE XVIII - ASSOCIATE FACULTY SENORITY AND CLASS ASSIGNMENT

18.1 Faculty Seniority

- 18.1.1 The District shall establish and maintain seniority lists by discipline for all unit members. The District will send to the PFA/UPTE Association office updated seniority lists within forty-five (45) days of the completion of each semester, including summer.
- 18.1.2 Each bargaining unit member will accrue seniority based on actual load credit per class taught in a given discipline starting with the 1986-87 academic year. A special "Seniority Disciplines" list has been established for the sole purpose of establishing seniority and may be found in Appendix F.
- 18.1.3 Any unit member who chooses not to work for the District for five (5) sequential terms, including summer session, shall be dropped from the seniority list(s) and all seniority privileges lost. If and when a former member returns to work, seniority will begin to accrue with that semester. Members will, however, retain the step and class for their rate of pay upon being rehired.
- 18.1.4 All unit members possessing equal seniority, who did not work for the District prior to 1986-87, shall have their seniority standing determined by lot.
- 18.1.5 Unit members possessing equal seniority, who worked for the District prior to 1986-87, shall have their seniority standing determined by mutual agreement, based on total load taught prior to 1986-87. Any disputes shall be resolved through a review of personnel records.
- 18.1.6 Seniority lists shall be recalculated each term, retained posted in the appropriate area office, posted in the appropriate online area, and be available for review by unit members. It is the responsibility of each unit member to review the lists for accuracy. Any suspected inaccuracy should be brought to the attention of the appropriate administrator for resolution.
- 18.1.7 An associate faculty member may retire and retain their seniority if they submit a letter to the District indicating they are retiring with the intent to continue to teach. Retired annuitants who come back to teach after retirement will be evaluated in their first semester teaching after retirement. Retired annuitants, who choose not to teach for three (3) sequential terms, including summer session, shall be dropped from the seniority list(s) and all seniority privileges lost.
- 18.1.8 Upon retirement of a full-time academic employee, if they wish to teach, their seniority will be determined starting with the 1986-87 academic year for any overload class, the same as for current unit members
- 18.1.9 New associate faculty hires are considered "probationary" until the unit member receives a positive evaluation and is recommended for reemployment. Seniority rights are not in effect until such time. The District will make every effort to

conduct formal evaluations of associate faculty during the first semester of employment. If a formal evaluation is not completed by the end of the second semester of a unit member's employment, that member's seniority rights will begin after his/her second semester as determined by the formal evaluation procedures outlined in Article VI, Section 6.6.2. If the unit member's performance is deemed unsatisfactory, the unit member may enter into a probationary third term with an improvement plan outlined by the unit member's supervisor or designee. Seniority for previous semesters will be awarded after the unit member successfully completes the conditions of the improvement plan. If the unit member's performance is still deemed unsatisfactory at the end of the improvement plan, the District may withhold further employment.

18.1.10 Unit members serving as site supervisors have reemployment preference based on seniority for Fall and Spring Semesters. Starting with the most senior site supervisor, members will be given the first right of refusal of assignments for the maximum hours allowed by the District (ten (10) hours per week) providing the District is scheduling enough hours of site supervision to make this possible.

18.1.11 Unit members other than teaching will accrue seniority on the basis of total cumulative hours of employment per term.

18.2 Associate Faculty Availability Information Form

18.2.1 During the Fall semester of each academic year the Human Resources Office will distribute an Associate Faculty Availability Information Form to associate faculty members on the seniority list(s) via email and if available, other electronic media. This distribution will be done using official Butte College email addresses. This form is designed to provide a mechanism by which the District can be advised of the future availability of a given associate faculty member for continued employment. The faculty member is expected to return the completed form to the District within forty-five (45) days. After returning the form, it is the responsibility of each unit member to take the initiative in advising the District of any changes in availability. Availability forms not returned within 45 days are treated the same as not available to work (for seniority purposes).

- a. In the event that an associate faculty member fails to submit and/or update the required Associate Faculty Availability Form, the District will be at liberty to fill staffing vacancies using another instructor. The Associate Faculty Availability Form will be the only acceptable means by which to notify the District of availability.

18.3 Assignment

18.3.1 Assignment refers to course subject, time, location and days course is to be taught.

18.3.2 Per Education Code, reemployment preference refers to unit members with seniority who will have preference in regards to first right of refusal of assignment.

- 18.3.3 At the discretion of the administration, overload and assignments shall be given to full-time current academic employees before classes are made available to the associate instructors.
- 18.3.4 After the above have been assigned, then unit members shall be assigned. The right of assignment is retained by the District. Whenever feasible, those unit members possessing seniority shall have their reemployment preferences taken into consideration before assignments are made to those who possess less seniority. Seniority does not give any unit member the “right” to teach a specific class/segment of a class.
- 18.3.5 Unit members have reemployment preference based on seniority for Fall, Spring and Summer semesters. Starting with the most senior member, unit members will be given the first right of refusal of assignments allowed per California Education Code Section 87482.3. The terms of reemployment preference for part-time, temporary faculty assignments based on the minimum standards up to the range of sixty percent (60%) to sixty-seven percent (67%) of a full-time equivalent load providing the District is scheduling enough assignments to make this possible. Although not earned during the Winter Session, seniority will be used when making assignments for Winter.
- 18.3.6 The District reserves the right of assignment.
- a. Nothing in this provision provides unit members with rights to a specific class or assignment. When an assignment requires a specific expertise beyond minimum qualifications, the District may require proof of competency in the subject matter; proof may include demonstrated experience in the subject matter within the previous five (5) years by having taught, taken classes, etc.
 - b. Nothing in this provision provides unit members with rights to assignment at a specific location. When required by a school site, the District reserves the right to assign a particular site supervisor, for example an employee of the school, to that specific site. Under no circumstance will a new employee be imposed on the unit by a host site administration.
- 18.3.7 Whenever class cancellations result in a full-time faculty member being under load, in re-arranging schedules every reasonable effort will be made to bump the least senior associate faculty member in that faculty service area--however, if the least senior associate faculty member being bumped is teaching a class at a time that conflicts with the other scheduled classes of the full-time faculty member, bumping will continue based upon seniority, until such scheduling conflicts are mitigated. However, under no circumstances may a full-time faculty member bump an associate faculty member simply to retain an overload in the form of banking or an extra pay assignment. Whenever bumping occurs for whatever reason, classes will be assigned on the basis of 18.3.3.
- 18.3.8 If a unit member signs an agreement for an assignment and then rescinds any or all of it one month prior to the assignment beginning, the District may suspend

the union member for the following semester. In the event a unit member rescinds, for a second time, any or all of an assignment one month prior to the assignment, the District may revoke the unit member's rehire rights. A unit member who must rescind an assignment either for health reasons or family emergencies shall be exempt from suspension; however, the unit member shall provide the District with verification (e.g., statement from physician, lawyer, etc.) of the need for such an action.

- 18.3.9 A year-long work agreement does not supersede first right of refusal of assignment.
- 18.3.10 In the event two identical classes are merged in order to make minimum cap, the instructor with the most seniority may be assigned the class.
- 18.3.11 In the event two classes within like disciplines should merge (art, languages, science, etc.) seniority may be one of the criteria used by chairs in determining course assignment.
- 18.3.12 Nothing in the above is to be construed as granting "bumping" rights to associate faculty unit members on the basis of seniority should any given associate instructor's class not make; (2) Seniority, although worthy of note, will not necessarily be a deciding factor should a unit member apply for a full-time position with the district; (3) The word "feasible" in provision 18.3.4 is intentionally broad, suggesting the full range of synonyms, including "possible", "reasonable", and "suitable".
- 18.3.13 Visiting Professors – In order to avoid cancelling a class or impacting a program, and in an effort to support diversity and internationalize the campus, the District may utilize a visiting professor to staff an assignment when the following criteria are met:
1. The hiring department has followed the seniority process as outlined in Article XVIII, 18.3.5 and there are unstaffed assignments; AND
 2. There are no candidates in the associate faculty pool eligible for hire in the discipline.

The visiting professor will be unpaid as a volunteer and shall meet the minimum qualifications to teach in the discipline of the assignment, per the California Community Colleges Chancellor's Office as verified by the Human Resources Department. The visiting professor is not a unit member and will not accrue seniority.

ARTICLE XIX - PUBLIC SERVICE CENTER FACULTY CLASS ASSIGNMENT

19.1 Objective

19.1.1 The objective of this article is to institute guidelines which are designed to provide reasonable continuity, protection and predictability to both unit members and the District relative to the on-going process of making unit member assignments.

19.1.2 Faculty and Supervisors

- a. The District shall establish and maintain seniority lists by discipline for all unit members (including Public Service Center Supervisors), except that no seniority lists shall be established for full-time current academic employees. (Upon retirement of a full-time academic employee, if they wish to teach their seniority will be determined starting with the 1986-87 academic year for any overload class, the same as for current unit members.) The Association will be provided with updated seniority lists each semester.
- b. Each bargaining unit member will accrue seniority on the basis of load or, total cumulative hours of employment per academy starting with the 1986-87 academic year.
- c. During the Fall semester of each academic year the Human Resources Office will mail an associate faculty Availability Information Form to associate faculty members on the seniority list(s). This form is designed to provide a mechanism by which the District can be advised of the future availability of a given instructor for continued employment. The faculty member is expected to return the completed form to the District within forty-five (45) days. After returning the form, it is the responsibility of each Unit member to take the initiative in advising the District of any changes in availability. Availability forms not returned within 45 days are treated the same as not teaching (for seniority purposes).
- d. In the event that an associate faculty member fails to submit and/or update the Associate Faculty Availability Form the District will be at liberty to fill staffing vacancies using another instructor. Availability forms not returned within 45 days are treated the same as not teaching (for seniority purposes).
- e. Any unit member who chooses not to teach for the District for five (5) sequential academies shall be dropped from the seniority list(s).
- f. All unit members possessing equal seniority, who did not teach for the District prior to 1986-87, shall have their seniority standing determined by lot.
- g. Unit members possessing equal seniority who taught for the District prior to 1986-87 shall have their seniority standing determined by mutual agreement, based on total hours taught prior to 1986-87. Any disputes shall be resolved through a review of personnel records.

- h. Seniority lists shall be recalculated each term, retained in the appropriate area office, and be available for review by unit members. It is the responsibility of each unit member to review the lists for accuracy. Any suspected inaccuracy should be brought to the attention of the appropriate administrator for resolution.

19.1.3 Load (Public Service Center)

- a. Load refers to number of units or hours/sessions one teaches. Unit members, based on their seniority, will be eligible to work up to the maximum load allowed by the District, providing that the District is offering enough sections of the appropriate class(es) to make this possible.
- b. The District will send to the PFA/UPTE Association office updated seniority lists within thirty (30) days of the completion of each semester, including summer.
- c. New associate faculty hires are considered “probationary” until the unit member receives a positive evaluation and is recommended for reemployment. Seniority rights are not in effect until such time. The district will make every effort to conduct formal evaluations of associate instructors during the first semester of employment. If a formal evaluation is not completed by the end of the second semester of a unit member’s employment, that member’s seniority rights will begin after their second semester as determined by the formal evaluation procedures outlined in Article VI, Section 6.6.2. If the unit member’s performance is deemed unsatisfactory, the unit member -may enter into a probationary third term with an improvement plan outlined by the unit member’s supervisor or designee. Seniority for previous semesters will be awarded after the unit member successfully completes the conditions of the improvement plan. If the unit member’s performance is still deemed unsatisfactory at the end of the improvement plan, the District may withhold further employment.
- d. Summer and Intersessions shall have a maximum load as determined by the applicable dean or designee.

19.1.4 Assignments (Public Service Center)

- a. Assignment refers to course subject, time, location and days course is to be taught.
- b. At the discretion of the department, overload and assignments shall be given to full-time current academic employees before classes are made available to the associate instructors.
- c. After the above have been assigned, then unit members shall be assigned. The right of assignment is retained by the District. Whenever feasible, those unit members possessing seniority shall have their preferences taken into consideration before assignments are made to those who possess less seniority. Seniority does not give any unit member the “right” to teach a specific class/segment of a class.

19.1.5 Whenever class cancellations result in a full-time faculty member being under load, in re-arranging schedules every reasonable effort will be made to bump the least senior associate faculty member in that faculty service area--however, if the least senior associate faculty member being bumped is teaching a class at a time that conflicts with the other scheduled classes of the full-time faculty member, bumping will continue based upon seniority, until such scheduling conflicts are mitigated. However, under no circumstances may a full-time faculty member bump an associate faculty member simply to retain an overload in the form of banking or an extra pay assignment. Whenever bumping occurs for whatever reason, classes will be assigned on the basis of 19.1.4 b.

19.2 Implied by the absence of language to the contrary:

(1) Nothing in the above is to be construed as granting "bumping" rights to associate faculty unit members on the basis of seniority should any given associate instructor's class not make; (2) Seniority, although worthy of note, will not necessarily be a deciding factor should a unit member apply for a full-time position with the district; (3) The word "feasible" in provision 19.1.4 c is intentionally broad, suggesting the full range of synonyms, including "possible", "reasonable", and "suitable".

ARTICLE XX - VACANCY POSTINGS

20.0 Notices

- 20.1 The District will provide the Association with direct notice of all full-time, tenure track job vacancy announcements issued by the district.
- 20.2 The District will provide the Association with notice of vacant Associate Faculty positions announcements issued by the District.

ARTICLE XXI - BENEFITS

21.0

21.1 Retirement Plan Options – The District will provide the following retirement plan options to all bargaining unit members in accordance with applicable CalSTRS regulations.

- a. STRS Defined Benefit Plan
- b. STRS Cash Balance Plan
- c. Social Security

21.2 Employee Assistance Program - The Employee Assistance Plan (EAP) is a District paid benefit. The EAP program is subject to carrier requirements for eligibility enrollment.

21.3 State Disability Insurance (SDI) will be included as an employee paid benefit.

21.4 Medical Benefits

Associate faculty considered working full-time per the Affordable Care Act (ACA) calculations will have the ability to purchase medical benefits from the District.

ARTICLE XXII – INTELLECTUAL PROPERTY RIGHTS

22.1 A. **Mission and Purpose**

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

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

B. **Definitions**

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

C. **Policy**

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

D. Dispute Resolution

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

Attachment A
Butte-Glenn Community College District
Intellectual Property Rights Agreement Form

1. This work is titled:
2. It is proposed by:
3. The description of this work is as follows:

4. Is this a work created by a faculty member using Nominal District Resources, a work done “for hire,” or a work created by a faculty member using Substantial District Resources?

5. If there is an expectation for the contribution of Substantial Resources from the District? If yes, describe:

6. What is the expected faculty contribution and compensation?

7. Ownership of copyrights and royalties to the product shall be ____ % faculty member and % District.

8. Usage allowed of this work is as indicated in the District/BCEA/PFA Intellectual Property Rights Policy unless different usage or competition policy is specified here:

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

Faculty Signature _____ Date _____

District Signature _____ Date _____

ARTICLE XXIII – SAFETY

23. SAFETY

1. District Compliance – The District and unit members 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.
2. Safety Committee – Up to two (2) unit members may be appointed by the Academic Senate to the district Safety Committee which reviews health, safety, sanitation and working conditions to ensure compliance with Section 1 of this article. The committee shall make recommendations to the Vice President for Administration concerning improvements in health, safety, sanitation and working conditions.
3. The bargaining unit members on the safety committee shall be paid at the hourly/meeting pay rate to carry out obligations under Section 2 of this article assigned by the safety committee.
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 1 of this article.
5. The District may require unit members to wear or use equipment or gear that it determines to be necessary for the requirements of safety and/or health, in which case the District shall provide the required equipment or gear and training in its use.
6. Each unit member shall be responsible for reporting any accident or injury that occurs to him/her/them self. The accident or injury shall be reported to the immediate supervisor as soon as possible after the occurrence.
7. In the case of an unplanned situation that renders a unit member's work space and/or work tools unavailable, unit members shall follow the requirements contained in Section 10 of this article for campus closures.
8. Unit members have a responsibility to advise the District immediately of any conditions on school premises which constitute an unreasonable danger to the health, safety, or welfare of students, employees or the public.
9. No employee shall be retaliated against for identifying and/or expressing concern about any safety-related issue(s).
10. In the event of a non-emergency campus closure, for example a power shutoff when the physical campus is closed but the college is still open for instruction, all faculty will be responsible for continuing instruction and/or service to students via a remote modality. Faculty must communicate with their students, provide alternative class assignments, and otherwise maintain their usual,

contracted work activities. Faculty who cancel classes or are otherwise unavailable during a non-emergency campus closure, must follow the sick leave and personal leave policies and procedures contained in this agreement.

ARTICLE XXIV – DURATION AND REOPENERS

24.0 Duration – The Collective Bargaining Agreement, as amended, will be effective July 1, 2021, to June 30, 2024.

In witness whereof, the Butte College Part-Time Faculty Association/Communication Workers of America, PFA/CWA, has caused this Agreement to be signed by its representative, and the Butte-Glenn Community College District Board of Trustees has caused this Agreement to be signed by its Superintendent/President, attested by its Clerk.


Stacey Burks (Aug 9, 2021 12:20 PDT)
President Part-Time Faculty
Association/CWA
Ratified: July 23, 2021


Superintendent/President
Butte-Glenn Community College District
Approved: August 11, 2021


CWA District Representative

Attest:


Clerk, Board of Trustees


Board of Trustees President

APPENDICES

Appendix A

**STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD**

_____)	
Butte-Glenn Community College District)	Type of Election:
Employer,)	<u>X</u> Consent Agreement
and)	___ Directed Order
Support Faculty of Butte College,)	
CTA/NEA,)	Case Number: 6-B-836
Employee Organizations.)	
_____)	

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 it appearing from the Tally of Ballots that a majority of the valid ballots were cast for PFA/Butte College Part-Time Faculty Association-CWA, therefore,

Pursuant to the authority vested in the undersigned by the Public Employment Relations Board, IT IS HEREBY CERTIFIED as of January 12, 1990, that PFA/Butte College Part-Time Faculty Association-CWA is the exclusive representative of all employees in the unit set forth below:

- Title of Unit: Part-Time/Associate Instructors
- Shall INCLUDE: All employees on the part-time salary schedule.
- Shall EXCLUDE: All other employees, and all management, supervisory and confidential employees.

Signed at Sacramento, California

On the 12th day of January, 1990.

On behalf of the
PUBLIC EMPLOYMENT RELATIONS BOARD

/s/ Les Chisholm
Regional Director

Butte Community College / PROGRESSION OF PART-TIME FACULTY GRIEVANCE

INFORMAL PROCEDURE

1. Date of occurrence of grievance or knowledge thereof:	____/____/____
1.a. Date of Informal Discussion – (within 15 days from #1)	____/____/____
1.b. Satisfaction reached within 5 days from 1.a.	Yes <input type="checkbox"/> No <input type="checkbox"/>

LEVEL I - FORMAL PROCEDURE

2. Date grievance submitted (within 5 days from #1.b.):	____/____/____
3. Date of response to grievance (within 5 days from #2):	____/____/____
4. Copy of response attached: Yes <input type="checkbox"/> No <input type="checkbox"/>	Grievance Resolved Yes <input type="checkbox"/> No <input type="checkbox"/>

LEVEL II — FORMAL PROCEDURE

5. Appeal date of grievance submitted (5 days from #3):	____/____/____
6. Date of response to grievance (10 days from #5):	____/____/____
7. Copy of response attached: Yes <input type="checkbox"/> No <input type="checkbox"/>	Grievance Resolved Yes <input type="checkbox"/> No <input type="checkbox"/>

LEVEL III — FORMAL PROCEDURE — PRESIDENT

11. Appeal of grievance to President (5 days from #9):	____/____/____
12. Date of response to grievance (10 days from #11):	____/____/____
13. Copy of response attached: Yes <input type="checkbox"/> No <input type="checkbox"/>	Grievance Resolved Yes <input type="checkbox"/> No <input type="checkbox"/>

FORMAL PROCEDURE — ADVISORY THIRD-PARTY INTERVENTION

14. Request for advisory arbitration: (15 days from #12)	____/____/____
15. Date advisory arbitration decision received:	____/____/____

FORMAL PROCEDURE — APPEAL TO THE BOARD OF TRUSTEES

16. Date of appeal of grievance to Board of Trustees: (10 days from #14)	____/____/____
Date of Board of Trustees action: (Within 30 working days from date of receipt of appeal)	____/____/____
Advisory Arbitration decision upheld:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Board of Trustees Action	Grievance Resolved Yes <input type="checkbox"/> No <input type="checkbox"/>

NOTE: Attach all responses to this form at all levels, Consult Article IX, Grievance Procedures, for time limits at each level. Copies of each response to be distributed to: Grievant, Association Grievance Chairperson and District grievance file in the Personnel Office.

Appendix C

BUTTE COMMUNITY COLLEGE DISTRICT

TEMPORARY LEAVE OF ABSENCE - ASSOCIATE FACULTY

EMPLOYEE IS: () REQUESTING LEAVE () REPORTING ABSENCE

EMPLOYEE NAME: _____

It is the responsibility of each employee to complete this form to request temporary leave of absence prior to taking leave. It is the responsibility of each employee to complete this form immediately upon returning to work following use of sick leave. Completed forms are to be submitted to immediate supervisor.

REASON FOR ABSENCE:

- () Sick Leave (specify illness) _____
- () Leave of Absence (specify reason for request) _____
- () Other (specify) _____

Date(s) of Absence: _____

Total Amount of Absence Requested/Reported: _____ hours

Employee's Signature _____ Date: _____

**Supervisor/Coordinator/
Department Chair:**

_____ Date: _____

- () Approved
- () Not Approved. Loss of pay: Deduct _____ hours.

Dean/Director:

_____ Date: _____

- () Approved
- () Not Approved

Vice President

_____ Date: _____

- () Approved
- () Not Approved

Appendix D

**BUTTE COMMUNITY COLLEGE DISTRICT
ASSOCIATE FACULTY SALARY SCHEDULE**

CREDIT LECTURE RATES (with part-time equity)

9.6353% COLA granted effective Fall semester 2021

	<u>CLASS I</u>	<u>CLASS II</u>	<u>CLASS III</u>
STEP I	65.33	68.60	72.03
STEP II	68.60	72.03	75.64
STEP III	72.03	75.64	79.42
STEP IV	75.64	79.42	83.39
STEP V*	79.42	83.39	87.53

*Part-Time Equity-Credit Lecture Hours only

NON-CREDIT, LAB, AND ACTIVITY RATES (without part-time equity)

5.7891% COLA granted effective Fall semester 2021

	<u>CLASS I</u>	<u>CLASS II</u>	<u>CLASS III</u>
STEP I	57.08	59.96	62.93
STEP II	59.96	62.93	66.09
STEP III	62.93	66.09	69.39
STEP IV	66.09	69.39	72.87

STUDENT DEVELOPMENT RATES (without part-time equity)

3.3155% COLA granted effective Fall semester 2021

	<u>CLASS I</u>	<u>CLASS II</u>	<u>CLASS III</u>
STEP I	52.63	55.27	58.02
STEP II	55.27	58.02	60.94
STEP III	58.02	60.94	63.97
STEP IV	60.94	63.97	67.18

INITIAL SALARY PLACEMENT**

Non-Vocational

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

Vocational

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

Only Butte College teaching and/or Student Development experience are considered for step movement. A semester equals a course of 48 hours or more for instructional faculty and an assignment of 150 hours or more for student development faculty. A semester's credit for the purpose of moving on the salary schedule will be given for hours worked in Fall and Spring semesters only.

(ONE YEAR OF ADMINISTRATIVE (EDUC) EXPERIENCE AT BUTTE COLLEGE EQUATES TO THREE SEMESTERS OF EXPERIENCE.)

TEACHING and/or STUDENT DEVELOPMENT EXPERIENCE:	STEP I - 1-6 SEMESTERS
	STEP II - 7-9 SEMESTERS
	STEP III - 10-12 SEMESTERS
	STEP IV - 13-22 SEMESTERS
	STEP V*(PT Equity) - 23+ SEMESTERS

PLACEMENT: **A Track = Placement of both career and non-career area instructors.**
 B Track = Placement of career area instructors only.

CLASS I

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

CLASS II

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

CLASS III

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

**After the initial placement, all units taken for column movement must have prior approval of the Vice President of Instruction.

**BUTTE COMMUNITY COLLEGE DISTRICT
ASSOCIATE FACULTY SALARY SCHEDULE**

**SUPERVISOR/COORDINATOR SALARY SCHEDULE
8.4236% COLA granted effective Fall Semester 2021**

	STEP A 1-6 Semesters	STEP B 7-12 Semesters	STEP C 13+ Semesters
Site Supervisor: Class I 1-10 sections in one site	39.47	45.57	45.57
Site Supervisor: Class II Multiple sites or more than 10 sections	41.43	47.87	47.87
Public Service Center (PSC) Supervisor: Class I	26.51	26.51	26.51
Public Service Center (PSC) Coordinator: Class II	41.43	47.87	47.87
Student Athlete Success Program (SASP) Supervisor: Class I	29.61	34.07	39.17

**EXTRA DUTY STIPEND SCHEDULE FOR ASSOCIATE FACULTY
8.4236% COLA granted effective Fall Semester 2021**

1. Extra duty stipends will not be used when determining load.
2. Associate faculty serving on the Academic Senate will be paid a stipend of \$1,513.29 per year.
3. Associate faculty serving on the Curriculum Committee will be paid a stipend of \$1,375.72 per year.
4. Associate faculty serving on the Accreditation Steering Committee will be paid a stipend of \$1,000 per year.
5. Serving on additional committees must have the approval of the appropriate vice president.
6. All approved flex activities will be paid at the hourly rate based on the Associate Faculty Salary Schedule.
7. Associate faculty serving as Student Success Project Coordinator will be paid a stipend of \$3,235.65 per semester.
8. Associate faculty serving as Student Success Project Researcher will be paid a stipend of \$1,898.05 per semester.

9. Other mandatory meetings and trainings will be paid \$25.00 per hour. See Article XI – Compensation.
10. Associate Faculty who are assigned positions referenced in Appendix D with an accompanying stipend will be informed of the stipend at time of assignment.

ASSOCIATE FACULTY COACHING SALARY
8.4236% COLA granted effective Fall semester 2021

FOOTBALL HEAD COACH	16,397.74	SOFTBALL HEAD COACH	11,013.27
FOOTBALL ASSISTANT COACHES (5)		SOFTBALL ASSISTANT COACH	9,467.46
Offensive Coordinator	10,302.25	TRACK AND FIELD HEAD COACH	10,319.45
Defensive Coordinator	10,302.25	TRACK AND FIELD ASSISTANT COACHES (3)	
Assistant Coach-Level I	8,010.91	Assistant Coach-Level I	4,053.78
Assistant Coach-Level II	5,724.33	Assistant Coach-Level II	3,132.34
Assistant Coach-Level III	4,579.48	Assistant Coach-Level III	1,566.18
CROSS COUNTRY HEAD COACH	9,467.46	BASEBALL HEAD COACH	11,013.27
BASKETBALL HEAD COACH	16,397.74	BASEBALL ASSISTANT COACH	9,467.46
BASKETBALL ASSISTANT COACH	9,467.46	SOCCER HEAD COACH	11,013.27
VOLLEYBALL HEAD COACH	9,467.46	SOCCER ASSISTANT COACH	9,467.46
VOLLEYBALL ASSISTANT COACH	7,932.62	TENNIS HEAD COACH	11,013.27
WRESTLING HEAD COACH	9,625.66	GOLF HEAD COACH	9,467.46
 <u>OTHER</u>			
PEP TEAM	6,070.46	JOURNALISM	2,155.06
DRAMA	10,958.36	FORENSICS	10,958.36
BAND	3,235.70	CLUB ADVISOR	1,079.11
CHORAL	3,235.70		

Note: The Supervisor/Coordinator Salary Schedule and the Extra Duty Stipend Schedule will be increased by the same percentage granted to full-time faculty for the term of this agreement.

Appendix E

BUTTE-GLENN COMMUNITY COLLEGE DISTRICT
APPLICATION FOR ASSOCIATE FACULTY OFFICE HOURS
ARTICLE XI, 11.2 PFA MASTER AGREEMENT

Received:

All fields below are mandatory. Please complete them or your form will not be processed!

Fall Spring Year: _____ Hours Requested: _____ (maximum of 14 hours/semester)

Name:		
Employee ID#:	Department:	Mail Drop:

Briefly address the first two guidelines (listed below) for associate faculty office hours:

Associate faculty desiring office hours for a given semester must meet the criteria listed below as stipulated in the PFA and Butte-Glenn Community College District’s Agreement regarding Office Hours.

Guidelines:

- 1) A demonstrated student need in a course that requires a significant amount of help outside of class.
- 2) A significant chance that contact with an associate faculty member during office hours will contribute to individual student success.
- 3) Availability of a location to conduct office hours.
- 4) Availability of funding.

o **NOTE: This form must be received by the appropriate office by Friday of the third week of a regular semester.** Faxed forms will not be accepted. Only forms received in the appropriate office by the deadline will be accepted. Faculty will be notified within two (2) weeks, after the submission deadline, of the total approved hours. **Deadlines are strictly adhered to.**

o For eligibility, an associate faculty member must teach the equivalent of at least 10% lecture hour equivalents (9.99% load/semester). For complete details on office hours, refer to Article XI, 11.2 of the PFA Master Agreement. For clarification, contact your union representative. Associate faculty may be compensated up to 14 hours/semester at the rate of \$25 per hour.

- Please complete all sections of this form, sign, and return to the Office of Instruction in the Student Administrative Services Building **NO LATER THAN THE FRIDAY OF THE THIRD WEEK OF A REGULAR SEMESTER** If you mail the form, please mail it to Office of Instruction at mail drop “SAS 214” and call to make sure it arrived (895-2547.)
- When you receive the Payroll Document it will indicate the total number of office hours we are able to compensate each faculty member for completing and will also serve as the reporting

document to the payroll office. The Payroll Document will need to be returned to the Office of Instruction before the last day of instruction of a regular semester, not the last day of final exams.

Appendix F

SENIORITY DISCIPLINES

Accounting
Addition Paraprofessional Training
Administration of Justice
Adult Education
Aeronautics
Agriculture
Agriculture Business and
 Related Services
Agriculture Engineering
Agriculture Production
Air Conditioning, Refrigeration,
 Heating
Animal Training and Management
Anthropology
Appliance Repair
Apprenticeship Programs
Archaeological Technology
Architecture
Art
Astronomy
Athletic Training
Auto Body Technology
Automotive Technology
Aviation
Banking and Finance
Barbering
Bicycle Repair
Biological Sciences
Bookbinding
Broadcast Technology
Building Codes and Regulations
Building Maintenance
Business
Business Education
Business Machine Technology
Cabinet Making
Career Life Planning
Cardiovascular Technology
Carpentry
Ceramic Technology
Chemistry
Child Care Center Director
Child Development/
 Early Childhood Education
Coaching
Commercial Art
Commercial Music
Computer Information Systems
Computer Science
Computer Service Technology
Construction Management
Construction Technology
Cosmetology
Counseling
Court Interpreting
Court Reporting
Culinary Arts/
 Food Technology
Dance
Dental Technology
Diagnostic Medical Technology
Diesel Mechanics
Dietetic Technician
Drafting
Drama/Theater Arts
Earth Science
Ecology
Economics
Education
Electricity
Electromechanical Technology
Electronics
Electronic Technology
Electromicroscopy
Electroplating
Emergency Medical Technologies
Engineering
Engineering Support
Engineering Technology
English
Environmental Technologies
Equine Science
ESL
Estimating
Ethnic Studies
Fabric Care
Family and Consumer Studies/
 Home Economics
Fashion and Related Technologies
Film Studies
Fire Technology
Flight Attendant Training
Fluid Mechanics Technology
Folk Dance
Foreign Languages
Forestry/Natural Resources
Furniture Making
Geography
Gerontology
Graphic Arts
Gunsmithing
Health
Health Care Ancillaries
Health Information Technology
Health Services Director/
 Health Services Coordinator/
 College Nurse
Heavy Duty Equipment
 Mechanics
History
Hotel and Motel Services
Humanities
Industrial Design
Industrial Maintenance
Industrial Relations
Industrial Safety
Industrial Technology
Interior Design
Instructional Design/
 Technology
Insurance
Interdisciplinary Studies
Janitorial Services
Jewelry
Journalism
Labor Relations

Law
 Learning Assistance Instructors
 Learning Resource Coordinator
 Legal Assisting
 Library Science
 Library Technology
 Licensed Vocational Nursing
 Linguistics
 Locksmithing
 Machine Tool Technology
 Management
 Manufacturing Technology
 Marine Diving Technology
 Marine Engine Technology
 Marketing
 Martial Arts/Self Defense
 Masonry
 Mass Communication
 Materials Testing
 Technology
 Mathematics
 Media Production
 Medical Instrument Repair
 Mining and Metallurgy
 Mortuary Science
 Motorcycle Repair
 Multimedia
 Music
 Music Management
 Music Merchandising
 Musical Instrument Repair
 Nursing
 Nursing Science/Clinical Practice
 Nutritional Science/Dietetics
 Occupational Therapy Assisting
 Office Technologies
 Ornamental Horticulture
 Pharmacy Technology
 Philosophy
 Photographic Technology/
 Commercial Photography
 Photography
 Physical Education
 Physical Sciences
 Physical Therapy Assisting
 Physics/Astronomy
 Piano Tuning and Repair
 Plastics
 Plumbing
 Political Science
 Printing Technology
 Private Security
 Prosthetics and Orthotics
 Psychiatric Technician
 Psychology
 Public Relations
 Radiation Therapy
 Radiological Technology
 Reading
 Real Estate
 Recreation Administration
 Rehabilitation Technician
 Religious Studies
 Respiratory Technician
 Respiratory Technologies
 Restaurant Management
 Retailing
 Robotics
 Sanitation and Public Health
 Technology
 Search and Rescue
 Sheet Metal
 Ship and Boat Building
 and Repair
 Shoe Rebuilding
 Sign Language, American
 Sign Language, English
 Interpreting
 Small Business Development
 Small Engine Mechanics
 Social Science
 Sociology
 Special Education
 Speech Communication
 Stagecraft
 Steamfitting
 Surgical Technology
 Telecommunication Technology
 Transportation
 Travel Services
 Upholstering
 Veterinary Technician
 Vision Care Technology
 Watch and Clock Repair
 Welding
 Women's Studies
 Work Experience Coordinator

Appendix G

Associate Faculty Instructor Job Description

The part-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.

- B. Teaching and Instruction – The following duties are representative of the kinds of expectations that are normally required of a part-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 is continually well prepared to teach.
 - 2. Provides organized delivery of instruction.
 - 3. Is courteous to and approachable by students.
 - 4. Instruction is consistent with the stated and approved goals and content of the course.
 - 5. Sticks to the subject matter of the course.
 - 6. Inspires students to engage in subject matter.
 - 7. Uses standards of student feedback that are clear, fair and followed consistently throughout the course.
 - 8. Requires levels of instructor and student effort sufficient to the mastery of the subject or skills in the course.
 - 9. Grades and returns student assignments and tests in a reasonable period of time.
 - 10. Makes effective use of teaching aids and materials required of students (e.g., texts, manuals, etc.).
 - 11. Prepares complete course outlines and syllabi.
 - 12. Revisions to course content as needed for currency.
 - 13. Coordinates with Department Chair to synchronize course contents and methods with other teachers in the program/discipline.
 - 14. Meets and assists students during office hours or by appointment or at other reasonable times (optional).

- C. 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. Exercises good judgment in the use of and/or management of facilities, equipment and supplies.
 - 5. Attends assigned flex meetings as requested.
 - 6. Works well with peers, classified staff and administration.

All other Associate Faculty Job Descriptions are available for review on the human resources section of the Butte College website. The District and PFA agree to the following job descriptions (see below and attached):

Defensive Tactics Arrest Control Supervisor
Supervisor Emergency Vehicle Operations Supervisor
Evening College Site Supervisor
Fire Fighter Academy Supervisor
Fire Training Coordinator
Instructional Firearms Range Supervisor
Law Enforcement Training Coordinator
Physical Training Supervisor
Recruit Training Officer

**Butte-Glenn Community College District
Public Safety Education & Training Center
Job Description**

Defensive Tactics/Arrest Control Supervisor (Class I)

Position Overview:

Under the direction of the Law Enforcement Training Coordinator, prepares and follows through with lessons for defensive tactics and arrest control coursework; coordinates and supervises fellow instructors during lessons involving defensive tactics and arrest control. Cooperates and coordinates when applicable with the Athletic Department for use of facilities. Ensures compliance with POST rules and regulations and focuses attention on Safety Guidelines. This is a part-time, irregular hour, position.

Typical Duties and Responsibilities:

- Attend all necessary POST meetings related to Defensive Tactics and Arrest Control.
- Develop appropriate and applicable trainings, practices and tests that comply with POST.
- Coordinate the use of appropriate locations and props for use in trainings.
- Emphasize officer survival.
- Emphasize good health and lifetime fitness.
- Provide information for related budget needs.
- Assist when called upon for Scenario testing, monitoring and evaluating.
- Coordinate the scheduling of POST-certified defensive tactics instructors to ensure compliance with POST mandated instructor-to-student ratios.
- Acts as lead instructor.
- Inspect for safety compliance and when appropriate makes recommendation.
- Complete all associated grading documents and insure appropriate filing.
- Strives to incorporate “best practices” into defensive tactics and arrest control instruction.
- Keep the Coordinator informed.
- May perform other duties as assigned.

Knowledge Skills and Abilities:

Knowledge of the safe and effective use of defensive tactics and arrest control practices. Possess the ability to effectively impart and apply that knowledge to academy students. And demonstrate the aptitude for communicating and instructing in a physically demanding learning environment.

Minimum Qualifications:

1. Possession of a California Community College Credential authorizing instruction in the correct discipline; OR
2. Meets Minimum Qualifications to teach in the discipline as defined by Butte-Glenn Community College District standards:
 - a. Possession of a Bachelor’s degree and two (2) years full-time related experience
 - OR
 - b. Possession of an Associates degree and six (6) years full-time related experience.
3. Three years of current or prior peace officer experience.
4. Possess the ability to effectively interact with persons of diverse socioeconomic, cultural and ethnic backgrounds.
5. Can meet and maintain physical standards necessary to carry out the requirements of this position.
6. Attend a POST Academy Instructor Certification Course, or equivalent, prior to appointment.
7. Attend a POST Arrest and Control Instructor Course and Baton Impact Weapons Instructor Course, or equivalent, prior to appointment.

Desired Qualifications:

1. Be in possession of or demonstrate equivalency to a California POST “Advanced” or “Supervisory” Certificate.
2. Demonstrate prior advanced officer training with Defensive Tactics and Arrest Control.
3. Superior communication skills.

Physical Effort / Work Conditions:

Both indoor and outdoor work environment, daytime and nighttime, some weekends and holidays, inclement weather, instructional type work and instructional aide type work.

Expectations of Employee:

- Reinforce the Academy Training Mission.
- Communicate and enforce all academy rules regarding recruit conduct.
- Manage and facilitate feedback and communication (both from the administration to the recruits and from the recruits to the administration).
- Present yourself as a professional role model to the recruits and provide mentoring to the recruits as necessary.
- Provide constructive feedback on the Academy training program.
- Build the foundation that provides a seamless transition for recruits from the Academy to the Field Training Program.
- Provide the basis for a recruit to succeed.

**Butte-Glenn Community College District
Public Safety Education & Training Center
Job Description**

Emergency Vehicle Operations Supervisor (Class I)

Position Overview:

Under the direction of the Law Enforcement Training Coordinator, maintains and develops all aspects of the Emergency Vehicle Operations Course (EVOC) facility and related vehicle equipment, including vehicles. Leads instruction related to vehicle operation in related courses and insures safety rules are up to date and followed at all times. This is a part-time, irregular hour, position.

Typical Duties and Responsibilities:

- Coordinates EVOC instructor schedules.
- Acts as Lead Instructor when appropriate.
- Assists with curriculum development.
- Performs safety inspections on EVOC vehicles for classes.
- Coordinates set-up of the EVOC track and EVOC exercises.
- Designs driving simulator lesson plans and conducts simulator sessions.
- Services, inspects and prepares skid car platform.
- Attends committee meetings related to driver training.
- Coordinates class schedules and prepares pertinent documents.
- Evaluates student performance.
- Supervises EVOC instructors.
- Coordinates vehicle repairs.
- Complies with all applicable POST rules and regulations.
- Strives to incorporate identified “best practices” into driver training.
- Routinely inspects the EVOC and Skid Pan for safety and repairs.
- Assists with related purchases for the EVOC courses.
- Works in cooperation with Facilities, Planning and Maintenance staff.
- May perform other duties as assigned.

Knowledge Skills and Abilities:

Knowledge of the safe and effective use of vehicles and ability to effectively apply that knowledge; ability and aptitude for performing maintenance on vehicles and the driving facilities; ability to work as a team member and to lead when appropriate.

Minimum Qualifications:

1. Possession of a California Community College Credential authorizing instruction in the correct discipline; OR
2. Meets Minimum Qualifications to teach in the discipline as defined by Butte-Glenn Community College District standards:
 - a. Possession of a Bachelor’s degree and two (2) years full-time related experience
 - OR
 - b. Possession of an Associates degree and six (6) years full-time related experience.
3. Three years of current or prior peace officer experience.
4. Possess the ability to effectively interact with persons of diverse socioeconomic, cultural and ethnic backgrounds.
5. Can meet and maintain the physical standards necessary to carry out the requirements of this position.
6. Attend a POST Academy Instructor Certification Course, or equivalent, prior to appointment.
7. Attend a POST Driver Training Instructor Course and Driver Awareness Instructor Course, or equivalent, prior to appointment.

Desired Qualifications:

1. Be in possession of or demonstrate equivalency to a California POST “Advanced” or “Supervisory” Certificate.
2. Demonstrate prior advanced officer training with emergency vehicle operations.
3. Superior communication skills.

Physical Effort / Work Conditions:

Both indoor and outdoor work environment, daytime and nighttime, some weekends and holidays, inclement weather, instructional type work, instructional aide type work, facilities and maintenance type work.

Expectations of Employee:

- Reinforce the Academy Training Mission.
- Communicate and enforce all academy rules regarding recruit conduct.
- Manage and facilitate feedback and communication (both from the administration to the recruits and from the recruits to the administration).
- Present yourself as a professional role model to the recruits and provide mentoring to the recruits as necessary.
- Provide constructive feedback on the Academy training program.
- Build the foundation that provides a seamless transition for recruits from the Academy to the Field Training Program (RTO/FTO integration).
- Provide the basis for a recruit to succeed.

**Evening College Site Supervisor
Class I (One Site)
Class II (Multiple Sites)
Job Description**

General Responsibilities:

The Evening College Site Supervisor is responsible to the Supervisor, Chico Center Operations and Manager, Glenn Center, and is the acting administrator responsible for the following:

Responsibilities and Duties:

1. Act as a source of information and support for students, faculty and the community.
2. Maintain the security and safety of the site; coordinate and communicate nightly with security and custodial staff.
3. Supervise multiple sites as assigned.
4. Coordinate and manage appropriate use of facilities.
5. Monitor and report the enrollments of classes.
6. Implement the cancellation decisions made by the College and assist in the redirection of students.
7. Monitor and report to the Assistant Dean's office any deviations from the published schedule (e.g., meeting times, places or instructors).
8. Supervise student assistants.
9. Maintain the orderly inventory and storage of instructional equipment.
10. Assist instructors in security audio-visual and other equipment necessary in the delivery of instruction.
11. Facilitate the delivery and collection of class-related documents from instructors (e.g., census rosters, grade rosters, evaluation forms, etc.).
12. Respond to the needs of students and instructors who are disabled.
13. Respond to emergency situations and communicate with appropriate college personnel.
14. Monitor cameras, complete and submit necessary documentation related to special situations (e.g., incident reports, accident reports, etc.).
15. Monitor and maintain supplies needed to operate the college's programs.
16. On a daily basis, deliver mail and materials to the site(s).
17. Maintain communications with the Assistant Dean's office at a level that ensures effective services to students and faculty.
18. Secure the building each night upon closing.
20. Complete work orders when necessary to insure safety & facilitate instruction.
21. Attend trainings related to student health & safety, building security and instructional maintenance (i.e., computer upgrades/technology, first aide, etc.)
21. Other duties as assigned.

**Butte-Glenn Community College District
Public Safety Education & Training Center
Job Description**

Fire Fighter Academy Supervisor (Class I)

Position Overview:

Under the direction of the Fire Fighter I Academy Coordinator, supervises and interacts with all students/cadets in the Fire Fighter I Academy. May serve as a substitute instructor when called upon and provides instruction on specific learning domains as assigned. Ensures that cadets are in compliance with all Academy rules and regulations and that appropriate levels of discipline are used when warranted. This position ensures compliance with all California State Fire Marshall's Office requirements for college accreditation and course certification. This is a part-time, irregular hour, position.

Typical Duties and Responsibilities:

- Provide supervision of Fire Fighter I Academy cadets.
- Conduct uniform and grooming inspection of cadets.
- Monitor classroom and field activities.
- Maintain a daily log of academy activities.
- Examine and correct, if necessary, all paperwork submitted by Fire Academy cadets, and prepare required documentation related to cadet injuries, cadet misconduct, and cadet performance.
- Works closely with and audits other instructors to ensure integrity of lessons and providing aide type assistance as needed.
- Assists in selecting and scheduling of teaching assistants. Monitors their performance to ensure compliance with Academy Training Mission and quality of work.
- Instills cadet discipline through counseling and incident reporting.
- Administers academic examinations and provides remedial counseling, instruction and retesting.
- Assists in selecting class leaders (Battalion Chief and Captains) and evaluates cadets.
- Provides individual and group counseling to cadets, both formal and informal, on personal and professional matters.
- Reinforces safety rules and regulations and corrects potentially unsafe situations.
- Conduct administrative investigations into alleged cadet misconduct, and provide related recommendations to the Fire Academy coordinators.
- Assists or leads manipulative skills practice, training and evaluation..
- Works in cooperation with Facilities, Planning and Maintenance staff.
- May perform other duties as assigned.

Knowledge Skills and Abilities:

Knowledge of supervisory or training officer skills and the ability to apply those in an educational setting; ability to provide counseling and mentoring to the cadets when necessary, and to administer corrective action to the cadets for violations of the Fire Academy policy; ability to complete thorough documentation and follow proper procedures that compare to personnel matters and administrative investigations; ability to work as a team member and to lead when appropriate.

Minimum Qualifications:

1. Possession of a California Community College Credential authorizing instruction in the correct discipline; OR
2. Meets Minimum Qualifications to teach in the discipline as defined by Butte-Glenn Community College District standards:
 - a. Possession of a Bachelor's degree and two (2) years full-time related experience
 - OR
 - b. Possession of an Associates degree and six (6) years full-time related experience.
3. Three years of current or prior fire fighter experience.
4. Possess the ability to effectively interact with persons of diverse socioeconomic, cultural and ethnic backgrounds.
5. Can meet and maintain the physical standards necessary to carry out the requirements of this position.

Desired Qualifications:

1. One year of current or prior experience serving in the rank of Fire Engineer or Fire Captain.

Physical Effort / Work Conditions:

Both indoor and outdoor work environment, daytime and nighttime, some weekends and holidays, inclement weather, instructional type work.

Expectations of Employee:

- Reinforce the Academy Training Mission.
- Communicate and enforce all academy rules regarding recruit conduct.
- Manage and facilitate feedback and communication (both from the administration to the cadets and from the cadets to the administration).
- Present yourself as a professional role model to the recruits and provide mentoring to the recruits as necessary.
- Provide constructive feedback on the Academy training program.
- Build the foundation for Cadet transition from the Academy into the workforce.
- Provide the basis for a cadet to succeed.

**Butte-Glenn Community College District
Public Safety Education & Training Center
Job Description**

Fire Training Coordinator (Class II)

Position Overview:

Under the direction of the Director for the Public Safety Education & Training Center, coordinates and manages all aspects of the Fire Fighter I Academies and assists with coordinating fire training for active duty fire fighters.

Typical Duties and Responsibilities:

- Leads development and maintenance of Academy policies and procedures.
- Focuses on safety and ensure safety within the program.
- Develops, revises and maintains the Academy Cadet Manual.
- Maintains Fire Academy instructor and supervisor training files, containing documentation of initial and ongoing training as required by the Office of the State Fire Marshall.
- Maintains Fire Academy cadet training files, containing documentation of cadet injuries, cadet misconduct and cadet performance.
- Prepares and maintains Academy Master Schedule.
- Prepares and maintains Academy Supervisor schedule.
- Liaisons with the County Fire Chiefs who serve as our Academy Advisory Board to ensure support, timely input and an Academy operation that meets their needs.
- Provides information to Fire Department background investigators related to their potential hiring process.
- Conducts pre-Academy testing and orientation.
- Handles Academy discipline issues in a manner supported by the Director and College.
- Coordinates ordering books and other learning materials.
- Coordinates use of the Public Safety Training Grounds and associated equipment and props necessary to the Academy and In-service training operations in a manner that demonstrates a cooperative nature.
- Liaisons with the State Fire Marshall to ensure compliance with State mandates and Fire Marshall directions.
- Takes a lead role with program review or course evaluation efforts.
- Prepares and conducts Academy graduation ceremonies.
- Works closely with the Butte County Training Officers Association for supporting and assisting with In-service training to meet their needs.
- Instructs when necessary or appropriate.
- Determines future personnel, equipment, and supply needs, and assists with budgeting for those needs.
- Provides direct supervision of Fire Academy supervisors and Public Safety Training Grounds supervisors.

Knowledge Skills and Abilities:

Possessing knowledge of the Fire Service and standard operating procedures within it as well as safety requirements and best practices is necessary. The ability to relate well to students in a high-stress learning environment and to counsel and mentor them is necessary.

Minimum Qualifications:

1. Possession of a California Community College Credential authorizing instruction in the correct discipline: OR
2. Meets minimum Qualifications to teach in the discipline as designed by Butte-Glenn Community College District standards:
 - a. Possession of a Bachelor's degree and two (2) years full-time related experience.OR
 - b. Possession of an Associates degree and six (6) years full-time related experience.
3. One year of current or prior experience serving in the rank of Fire Engineer or Fire Captain.
4. Possess the ability to effectively interact with persons of diverse socioeconomic, cultural and ethnic backgrounds.
5. Can meet and maintain physical standards necessary to carry out the requirements of this position.

Desired Qualifications:

1. Significant (20-30 years) experience in the Fire Fighting industry with at least 10 in a command capacity.
2. Experience working with the State Fire Marshall's Office.
3. Superior communication skills.

Expectations of Employee:

- Reinforce the Academy Training Mission.
- Communicate and enforce all academy rules regarding cadet conduct.
- Manage and facilitate feedback and communication (both from the administration to the cadets and from the cadets to the administration).
- Present yourself as a professional role model to the recruits and provide mentoring to the recruits as necessary.
- Provide constructive feedback on the Academy training program.
- Build the foundation that provides seamless transition for cadets from the Academy into the work force.
- Provide the basis for a cadet to succeed.

**Butte-Glenn Community College District
Public Safety Education & Training Center
Job Description**

Instructional Firearms Range Supervisor (Class I)

Position Overview:

Under the direction of the Law Enforcement Training Coordinator, maintains and develops all aspects of the Instructional Firearms Range facility and related firearms equipment, firearms and chemical agents. Leads instruction related to firearms and chemical agents in related courses and insures safety rules are up to date and followed at all times. This is a part-time, irregular hour, position.

Typical Duties and Responsibilities:

- Insures compliance with all requirements from the Commission on Peace Officer Standards & Training (POST) related to firearms and chemical agents, their safety and their training.
- Maintains the Instructional Firearms Range facility, related firearms training equipment, firearms, chemical agents and gas masks.
- Insures up to date safety rules, regulations and training plans are in place, used and enforced.
- Performs instructional aid functions in preparation for training instruction.
- Maintains the Armory.
- Attends POST meetings related to weapons training.
- Maintains Force Options Simulator and related equipment and supplies.
- Coordinates the scheduling of POST-certified firearms and chemical agents instructors to ensure compliance with POST mandated instructor-to-student ratios.
- Assists with related purchases for the Instructional Firearms Range, supplies and services.
- Works in cooperation with Facilities, Planning and Maintenance staff.
- May perform other duties as assigned.

Knowledge Skills and Abilities:

Knowledge of the safe and effective use of firearms and chemical agents and ability to effectively apply that knowledge; ability and aptitude for performing maintenance on the Firearms Range facility, related equipment and firearms; above average communication skills; ability to work as a team member and to lead when appropriate;

Minimum Qualifications:

1. Possession of a California Community College Credential authorizing instruction in the correct discipline; OR
2. Meets Minimum Qualifications to teach in the discipline as defined by Butte-Glenn Community College District standards:
 - a. Possession of a Bachelor's degree and two (2) years full-time related experience
 - OR
 - b. Possession of an Associates degree and six (6) years full-time related experience.
3. Three years of current or prior peace officer experience.
4. Possess the ability to effectively interact with persons of diverse socioeconomic, cultural and ethnic backgrounds.
5. Can meet and maintain the physical standards necessary to carry out the requirements of this position.
6. Attend a POST Academy Instructor Certification Course, or equivalent, prior to appointment.
7. Attend a POST Firearms Instructor Course, or equivalent, prior to appointment.

Desired Qualifications:

1. Be in possession of or demonstrate equivalency to a California POST "Advanced" or "Supervisory" Certificate.
2. Demonstrate prior advanced officer training with the use of firearms and chemical agents, preferably "Firearms Instructor or Range Master."
3. Superior communication skills.

Physical Effort / Work Conditions:

Both indoor and outdoor work environment, daytime and nighttime, some weekends and holidays as well as inclement weather, instructional type work, instructional aide type work, facilities and maintenance type work.

Expectations of Employee:

- Reinforce the Academy Training Mission.
- Communicate and enforce all academy rules regarding recruit conduct.
- Manage and facilitate feedback and communication (both from the administration to the recruits and from the recruits to the administration).
- Present yourself as a professional role model to the recruits and provide mentoring to the recruits as necessary.
- Provide constructive feedback on the Academy training program.
- Build the foundation that provides a seamless transition for recruits from the Academy to the Field Training Program (RTO/FTO integration).
- Provide the basis for a recruit to succeed.

**Butte-Glenn Community College District
Public Safety Education & Training Center
Job Description**

Law Enforcement Training Coordinator (Class II)

Position Overview:

Under the direction of the Director for the Public Safety Education & Training Center, coordinates and manages all aspects of the Butte College Law Enforcement Academies and coordinates training for active duty peace officers.

Typical Duties and Responsibilities:

- Leads in the development of Academy policies and procedures.
- Develops and revises the Academy Recruit Manual.
- Assists with developing, revising and updating the Public Safety Education & Training Center Manual.
- Maintains Law Enforcement Academy instructor and supervisor training files, containing documentation of initial and ongoing training as required by POST regulations 1052, 1053, and 1070.
- Prepares, updates and maintains the Academy Master Schedule.
- Prepares, updates and maintains the Monthly Recruit Training Officer Schedule.
- Schedules recruitment efforts by law enforcement agencies.
- Provides information to Law Enforcement Department background investigators related to their potential hiring process.
- Conducts pre-academy orientation and coordinates POST Entry Examinations.
- Counsels, motivates and handles disciplinary issues above the RTO/Recruit level ensuring proper documentation.
- Coordinates ordering, receiving and distributing POST learning domain workbook information.
- Serves as the gatekeeper for handouts, videos and other learning items used by instructors in the academy.
- Directs and supervises the following: Recruit Training Officers; Scenario Supervisor; Emergency Vehicle Operations Supervisor; Physical Training Supervisor; Instructional Firearms Range Supervisor; law enforcement Secretary.
- Works closely with the Public Safety Training Grounds Supervisor and the Fire Training Coordinator.
- Ensures adherence to all POST Safety Rules/Guidelines.
- Coordinates and presents academy graduation ceremonies.
- Communicates with POST representatives as necessary.
- Assists preparing reports and leads during POST recertification processes or audits.
- Is responsive to POST inquiries and ensuring compliance with POST regulations.
- Participates in POST Consortium meetings.
- Participates in Law Enforcement Advisory Committee meetings.
- Schedules and coordinates Advanced Officer or Perishable Skills training.
- Participates in various area law enforcement training managers meetings.
- Utilizes the college distance learning system to enhance the academy learning environment.
- Ensures POST Test Security.
- Works to improve college facilities related to law enforcement training.
- Assists with managing the law enforcement training budget, determining equipment needs and making decisions on purchases.
- Coordinates academy instructor feedback by academy recruits as required by POST regulation 1052(a)(9).
- May serve as back-up instructor when necessary.
- Works closely with the Coordinator for the POST Fish & Game Academy.
- Other duties as assigned.

Knowledge Skills and Abilities:

Knowledge of law enforcement operations, processes and details in the State of California; standard operating procedures within law enforcement as well as safety requirements and best practices is necessary. The ability to relate well to students in a high-stress learning environment and to appropriately counsel and mentor them is necessary.

Minimum Qualifications:

1. Possess of a California Community College Credential authorizing instruction in the correct discipline; OR
2. Meets minimum Qualifications to teach in the discipline as designed by Butte-Glenn Community College District standards:
 - a. Possession of a Bachelor's degree and two (2) years full-time related experience.

OR

- b. Possession of an Associates degree and six (6) years full-time related experience.

Expectations of Employee:

3. Five years of current or prior peace officer experience.
4. Possess the ability to effectively interact with persons of diverse socioeconomic, cultural and ethnic backgrounds.
5. Can meet and maintain physical standards necessary to carry out the requirements of this position.
6. Attend a POST Director/Coordinator Training Course, or equivalent, within one year following appointment.

Desired Qualifications:

1. Significant (20-30 years) experience in the Law Enforcement industry with at least ten (10) years in a command capacity (Lieutenant or above).
2. Experience working with POST.
3. Superior communication skills.
 - Reinforce the Academy Training Mission.
 - Communicate and enforce all academy rules regarding recruit conduct.
 - Manage and facilitate feedback and communication (both from the administration to the recruits and from the recruits to the administration).
 - Present yourself as a professional role model to the recruits and provide mentoring to the recruits as necessary.
 - Provide constructive feedback on the Academy training program.
 - Build the foundation that provides seamless transition for recruits from the Academy into the Field Training Program.
 - Provide the basis for a recruit to succeed.

**Butte-Glenn Community College District
Public Safety Education & Training Center
Job Description**

Physical Training Supervisor (Class I)

Position Overview:

Under the direction of the Law Enforcement Training Coordinator and the Fire Training Coordinator, supervises and interacts with all recruits/cadets attending Academies for the purpose of providing physical training. This position will coordinate with Health Services for managing injuries and other health issues associated with Academy physical training regimens. Cooperates and coordinates when applicable with the Athletic Department. Ensures compliance with POST rules and regulations and focuses attention on safety. This is a part-time, irregular hour, position.

Typical Duties and Responsibilities:

- Manage the physical training programs for both the Law Academies and the Fire Academies.
- Serve as lead instructor for Physical Training.
- Comply with all POST safety and staffing rules related to Physical Training.
- Instruct physical training using a “fitness for life” base.
- Coordinate training schedules to accommodate all academies.
- Direct students to appropriate resources for achieving a tobacco free life.
- Manage individuals to reduce injury risk.

Knowledge Skills and Abilities:

Knowledge of physical education regimens appropriate for preparation and success with academy related physical testing standards. Ability to relate will to students in a high-stress learning environment.

Minimum Qualifications:

1. Possession of a California Community College Credential authorizing instruction in the correct discipline: OR
2. Meets minimum Qualifications to teach in the discipline as defined by Butte-Glenn Community College District standards:
 - a. Possession of a Bachelor’s degree and two (2) years full-time related experience.
3. Can meet and maintain the physical standards necessary to carry out the requirements of this position.
4. Attend a POST Academy Instructor Certification Course, or equivalent, prior to appointment.
5. Attend a POST Physical Training Instructor Course, or equivalent, prior to appointment.

Desired Qualifications:

1. One year of current or prior experience serving in either law enforcement or fire service.
2. Possession of a Masters Degree in a health or physical education related field.
3. License or certified as a Physical Therapist; Nurse, Physicians Assistant or Occupational Health Advisor.

Physical Effort / Work Conditions:

You will be in both indoor and outdoor work environment, daytime and nighttime, some weekends and holidays, inclement weather, primarily instructional work and instructional aide type work.

Expectations of Employee:

- Reinforce the Academy Training Mission.
- Communicate and enforce all academy rules regarding recruit and cadet conduct.
- Present yourself as a professional role model to the recruits and provide mentoring to the recruits as necessary.
- Provide constructive feedback on the Academy training program.
- Provide the basis for a recruit or cadet to succeed.

**Butte-Glenn Community College District
Public Safety Education & Training Center
Job Description**

**Recruit Training Officer (RTO)
(Class I SUPVR)**

Position Overview:

Under the direction of the Law Enforcement Training Coordinator, supervises and interacts with all students/recruits in the Regular Basic Course (Law Enforcement Academy). Serves as substitute instructor when called upon and provides instruction on specific learning domains as assigned. Ensures that recruits are in compliance with all Academy rules and regulations and that appropriate levels of discipline are used when warranted. Confirms compliance with all POST rules and regulations and focuses attention on safety. This is a part-time, irregular hour, position.

Typical Duties and Responsibilities:

- Provide “hands on” supervision of law enforcement academy recruits.
- Conduct uniform and grooming inspections of recruits.
- Monitor classroom activities.
- Maintains a daily log of academy activities.
- Examines and corrects, if necessary, all paperwork submitted by Law Enforcement Academy recruits, and prepares required documentation related to cadet injuries, cadet misconduct, and cadet performance.
- Works closely with other instructors to ensure integrity of lessons and providing aide type assistance as needed.
- Instills recruit discipline through counseling and incident reporting.
- Administers academic examinations and provides remedial counseling and retesting.
- Assists in selecting class leaders and evaluates recruits.
- Reinforces safety rules and regulations and corrects potentially unsafe situations.
- Conducts administrative investigations into alleged recruit misconduct and provides related recommendations to the Law Enforcement Academy coordinators.
- Assists or leads with scenarios.
- Works in cooperation with Facilities, Planning and Maintenance staff.
- May perform other duties as assigned.

Knowledge Skills and Abilities:

Knowledge of supervisory or field training officer skills and the ability to apply those in an educational setting; ability to counsel, mentor and to discipline when necessary; ability to complete thorough documentation and follow proper procedures that compare to personnel matters and administrative investigations; ability to work as a team member and to lead when appropriate.

Minimum Qualifications:

1. Possession of a California Community College Credential authorizing instruction in the correct discipline; OR
2. Meets Minimum Qualifications to teach in the discipline as defined by Butte-Glenn Community College District standards:
 - a. Possession of a Bachelor’s degree and two (2) years full-time related experience
OR
 - b. Possession of an Associates degree and six (6) years full-time related experience.
3. Three years of current or prior peace officer experience.
4. Possess the ability to effectively interact with persons of diverse socioeconomic, cultural and ethnic backgrounds.
5. Can meet and maintain the physical standards necessary to carry out the requirements of this position.
6. Attend a POST Academy Instructor Certification Course, or equivalent, prior to appointment.
7. View the POST Recruit Training Officer Orientation video and successfully pass the related written test immediately following appointment, and attend the POST Recruit Training Officer Course within one year following appointment.

Desired Qualifications:

1. Be in possession of or demonstrate equivalency to a California POST “Advanced” or “Supervisory” Certificate.
2. Demonstrate prior advanced officer training with Field Training, Supervision, Management and/or Administrative Investigations.
3. Superior communication skills.

Physical Effort / Work Conditions:

Both indoor and outdoor work environment, daytime and nighttime, some weekends and holidays, inclement weather, instructional type work, facilities and maintenance type work.

Expectations of Employee:

- Reinforce the Academy Training Mission.
- Communicate and enforce all academy rules regarding cadet conduct.
- Manage and facilitate feedback and communication (both from the administration to the cadets and from the cadets to the administration).
- Present yourself as a professional role model to the recruits and provide mentoring to the recruits as necessary.
- Provide constructive feedback on the Academy training program.
- Build the foundation that provides seamless transition for cadets from the Academy into the work force.
- Provide the basis for a cadet to succeed.