

TENTATIVE AGREEMENT

between the

SEQUOIAS COMMUNITY COLLEGE DISTRICT (DISTRICT)

and the

COLLEGE OF THE SEQUOIAS TEACHERS' ASSOCIATION (COSTA)

on a

NEW COLLECTIVE BARGAINING AGREEMENT (JULY 1, 2024, THROUGH JUNE 30, 2027)

FACTS

1. The Sequoias Community College District ("District") and the College of the Sequoias Teachers' Association ("COSTA") are parties to a collective bargaining agreement defining the terms and conditions of employment relating to full-time faculty members.
2. The District and COSTA are currently operating under a three-year, collective bargaining agreement (July 1, 2021, through June 30, 2024).
3. Pursuant to this collective bargaining agreement, both parties sunshined initial successor collective bargaining proposals at the February 12, 2024, Board of Trustees meeting.
4. At the March 11, 2024, Board of Trustees meeting, a public hearing was held on the District and COSTA's initial successor collective bargaining proposals.
5. The District and COSTA met and negotiated on April 19, 2024; May 2, 2024; May 6, 2024; May 10, 2024; May 16, 2024; May 30, 2024; June 12, 2024; June 17, 2024; August 8, 2024; August 19, 2024; August 20, 2024; August 26, 2024; and, August 29, 2024 and reached the following agreements:

AGREEMENTS

1. Effective August 9, 2024, the 2023-2024 Academic Salary Schedule (Appendix B) shall be reduced from a 33 Step Salary Schedule to a 32 Step Salary Schedule. To accomplish this, Step 16 of the 2023-2024 Academic Salary Schedule (Appendix B) shall be deleted. The remaining steps shall be renumbered accordingly. Immediately below is the agreed upon "new" Academic Salary Schedule, which includes the 2.07% increase for 2024-25, that will become effective August 9, 2024. (Note: due to rounding issues, the below salaries will differ by .01 when implemented into Banner).

Academic Salary Schedule 2024-2025A

Effective: August 1, 2024

Step	I	II	III	IV	V
1	75,284.83	80,595.74	85,715.66	90,992.54	96,303.45
2	78,536.76	83,301.26	88,612.20	94,244.49	99,360.67
3	80,917.13	86,390.67	91,862.27	97,494.56	102,771.44
4	84,169.10	89,481.91	95,273.02	100,746.52	106,184.12
5	86,904.92	92,892.66	98,524.98	103,803.73	109,757.49
6	90,156.86	95,628.48	101,423.41	107,377.12	113,009.44
7	92,892.66	98,683.81	104,671.55	110,143.18	115,938.11
8	95,628.48	101,582.20	107,569.98	113,395.15	119,511.45
9	98,683.81	104,671.55	110,305.74	117,127.31	122,922.26
10	101,582.20	107,925.40	113,557.69	119,832.88	125,658.04
11	104,671.55	110,980.71	117,127.31	123,277.70	129,068.79
12	107,569.98	113,557.69	120,218.58	126,334.91	132,322.64
13	110,305.74	117,127.31	123,277.70	129,424.23	135,733.44
14	113,395.15	119,832.88	126,172.32	132,674.32	139,658.47
15	116,420.18	123,277.70	129,424.23	135,892.24	142,556.89
16	119,174.90	126,032.38	132,178.96	138,645.08	145,311.58
17					
18					
19					
20	121,927.74	128,785.20	134,933.66	141,399.76	148,064.42
21					
22					
23					
24	124,366.68	131,362.21	137,631.68	144,228.23	151,027.08
25					
26					
27					
28	127,662.15	134,842.92	141,278.78	148,049.31	155,027.75
29					
30					
31					
32	146,811.46	155,069.34	162,470.61	170,256.69	178,281.92

Class Definitions	
Class I	(a) BA, or (b) Special Secondary Credential, or (c) Vocational Credential (partial fulfillment)
Class II	(a) BA + 30 semester units, or (b) General Secondary Credential, or (c) Permanent Vocational Credential
Class III	(a) MA, or (b) BA + 45 semester units, or (c) Vocational Credential plus AA
Class IV	(a) MA + 60 units beyond the BA, or (b) Vocational Credential + BA or BVE
Class V	(a) MA + 75 semester units beyond BA, or (b) Vocational Credential + MA or MVE or, (c) Doctorate
	Only those collegiate units may be counted which were taken subsequent to the awarding of the bachelor's degree or equivalent
	Must have at least a master's degree or equivalent

Full time COS faculty members with earned doctorates or two (2) earned Masters will receive the following yearly stipend: \$3,208.25 (This amount shall increase at same % as Academic Salary Schedule)

A Newly hired faculty will be given full credit for past teaching experience, not to exceed a maximum of five (5) years.

- Although it shall not be incorporated into the COSTA Master Agreement, the Agreement reached on November 17, 2023, regarding “Double-Lecture Classes” shall continue through June 30, 2027.
- Effective August 9, 2024, the following language changes/deletions within the COSTA Master Agreement shall take effect (*Note: new master agreement language is boldfaced and underlined, while deleted master agreement language is struck through. Articles/Sections not referenced shall remain status quo*):

1.5 This agreement shall remain in full force and effect from the date of ratification to June 30, ~~2024~~ **2027**.

3.3 No later than April 15, ~~2024~~ **2027**, the district will meet and negotiate in good faith with the association on negotiable items. Any agreement reached between the parties will be reduced to writing in the form of a tentative agreement and signed by each party. Said tentative agreement will then be presented to each party for ratification.

6.2 The parties expressly agree not to discriminate against any faculty member, prospective faculty member, or student on the basis of race or ethnicity, color, creed, national origin, religion, sex or gender, gender identity, gender expression, sexual orientation, physical and/or mental challenges disability, age, medical condition, genetic condition, pregnancy, reproductive health decision making, marital status, military or veteran status, or ancestry or because they are perceived to have one or more of the foregoing characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics.

8.2.1 **For the 2024-2025 academic year**, ~~L~~loading shall be computed according to the following loading factors:

One contact hour of lecture	= 1.00 LHE
One contact hour of lab	= 0.80 <u>.90</u> LHE
One contact hour of activity	= 0.70 LHE
One contact hour of noncredit	= 0.50 LHE

Effective August 8, 2025, ~~L~~loading shall be computed according to the following loading factors:

One contact hour of lecture	= 1.00 LHE
One contact hour of lab	= 0.90 <u>1.0</u> LHE
One contact hour of activity	= 0.70 LHE
One contact hour of noncredit	= 0.50 LHE

A contact (lecture, lab, activity or noncredit) hour is defined as fifty (50) clock minutes. Conversion charts are included as Appendix A in the Master Agreement.

When a full-time faculty member teaches a noncredit course that has a credit equivalent, load will be computed from the contact hours for the credit course. To use a noncredit class or classes for compensation as overload by a faculty member will require mutual agreement between the District and affected bargaining unit member. Such mutual agreement will include consultation with the Association.

Any faculty member shall have the right to refuse to include a class loaded as noncredit in his or her schedule.

~~8.2.9.6 When the District determines that there is work that could be accomplished by paying a unit member on an hourly basis, the following procedures apply:~~

~~8.2.9.6.1 The District will send an email to include all COSTA unit members containing a brief description of the hourly work and inviting unit members to submit a letter of interest.~~

~~8.2.9.6.2 COSTA members shall have five (5) business days to submit a letter of~~

interest and any other supporting documentation the unit member deems appropriate.

8.2.9.6.3 — After reviewing any letters of interest submitted within the required time period, the District shall have the sole discretion to determine how best to accomplish the work. Reasonable effort will be made by the District to distribute this work among interested unit members.

8.2.9.6.4 — When a unit member selected by the District to perform hourly work for which no rate of pay is specified on the Faculty Academic Overload Salary Schedule (Appendix C), the unit member shall be paid at the Laboratory/Activity rate as set forth on the Faculty Academic Overload Salary Schedule, Master Agreement, Appendix C.

8.2.9.6.5 — Fixed stipends as defined in the COSTA Master Agreement are not affected by this procedure.

8.2.10 Instruction in Distance Education Format

The provisions of this subsection will be reviewed by both the District and COSTA after a period of not more than two years. Administrative Procedure 4023 **4105** designed **defines Distance Education and delineates to carry out the District's duties to implement Distance Education programs, in addition to provisions outlined in this Article.** specified in this subsection will be published by the District.

8.2.10.1 Qualifications to Teach in Online Mode **Modality**

The following provisions describe how faculty are recognized and qualified to teach in online mode **modality**. Note that **B**ecoming qualified to teach online does not require a faculty member to accept assignment to teach a course online.

8.2.10.1.1 **Initial Certification to Teach in Distance Education Format**

As of August 2024, all currently certified faculty will be considered qualified to teach online. Faculty members **hired after this date** will be deemed qualified to teach a course in online mode **modality** (or a session of a course if a hybrid) if one of the following criteria are met:

- (a) The faculty member has successfully completed an **external** course, or series of courses, in online pedagogy approved by the **Distance Education Committee (DECOS)** District. A faculty member may present evidence of equivalent training for approval by **DECOS** the District.
- (b) The faculty member has successfully completed the **local** training of **no more than 40 hours** in online teaching approved by **Academic Senate and adopted** provided by the District.

The faculty member has taught an online course within the three year period prior to requesting such an assignment.

8.2.10.1.2 Online Teaching:

In order to be up to date with current regulations, all faculty certified before August 2024 shall complete an online teaching update by June 30, 2028, as defined below.

Each faculty member may choose one of the following paths for their Initial Online Teaching Update:

(a) The faculty member may successfully complete a training, of no more than 40 hours, in online teaching provided by the District.

(b) The faculty member may successfully complete a course, or series of courses, in online pedagogy approved by DECOS. A faculty member may present evidence of equivalent training for approval by the DECOS.

(c) The faculty member may submit an online course from the last four (4) years for a local peer review by a trained faculty peer reviewer. The faculty member may request their preferred faculty peer reviewer if available. This peer review shall not be used by the District for evaluative purposes.

The decision by the District regarding the qualifications of a faculty member to teach online is subject to the grievance provisions of this Agreement.

~~8.2.10.2 Compensation for Developing Course Material in Distance Education Format— For either a new course or an existing course, a faculty member may propose to develop material for delivery online or in any one of other the state recognized distance education formats not already in existence for a particular course at COS. Upon approval of such a proposal, the faculty member will be given a one semester base load reassignment of 20% provided that more than 50% of the hours of instruction of the course are to be delivered via distance education. The faculty member may request the compensation as a stipend instead of reassigned time, such compensation to be the net dollar equivalent of the District cost for the reassigned time.~~

8.2.10.2 Maintaining Online Teaching Education

After completing the steps in 8.2.10.1 faculty will reflect on their continuing DE education, including, but not limited to, distance education trainings, workshops, peer review, etc., in their self-evaluation every 3 years, in accordance with Article XVIII. Within that 3-year timeframe, faculty who teach online shall complete 2 hours per year, or 6 hours per cycle of Distance Education professional development, to maintain their online teaching skills.

8.2.10.3 Compensation for Participating in Online Teaching Update and Peer Review

Faculty members shall receive the following compensation for participating in the Initial Online Teaching certification or update process:

(a) Each faculty member who completes certification (initial or update) shall earn a stipend of \$3000. This may only be done once per faculty member and only for local training or peer review process, as described in 8.2.10.1.2(b) and 8.2.10.1.2 (a) and (c).

(b) Trained peer reviewers shall be paid lab rate for training and peer reviews.

8.2.10.43 All courses offered in distance education format will meet the standard of “regular-effective **and substantive contact interaction** between the instructor and student” as stated in Title 5 §55204. ~~Regular effective contact between instructor and students, and among students, can occur either synchronously or asynchronously, through group or individual meetings, orientation and review sessions, supplemental seminar or study sessions, field trips, library workshops, telephone contact, voice mail, e-mail, or other activities.~~ **“Substantive Interaction” and “Regular Interaction” will meet the standards and definitions outlined in in Title 5 §55204 (b) and 5 §55204 (c).**

8.2.10.54 **To ensure the quality of Distance Education, the District shall provide the following:**

(a) Distance Education training opportunities every semester.

(b) Resources to support necessary accommodations for accessible online instruction, as defined in Title 5 §55200 (c).

8.2.10.64 If a concern should arise pertaining to this subsection, the District and/or Association reserve(s) the right to renegotiate all or part of this subsection (8.2.10). Upon written notice to the other party, negotiations will commence in a timely manner, to resolve the concern.

9.1 The following guidelines shall apply to faculty salaries:

9.1.1 ~~For the 2020-2021 academic year, the Academic Salary Schedule (Appendix B) and Faculty Academic Overload Salary Schedule (Appendix C) will be increased by an additional 2%—retroactive to August 1, 2020.~~

~~For the 2021-2022 academic year, the Academic Salary Schedule (Appendix B) and Faculty Academic Overload Salary Schedule (Appendix C) will be increased by an additional 4% effective August 1, 2021.~~

~~For the 2022-2023 academic year, the Academic Salary Schedule (Appendix B) and Faculty Academic Overload Salary Schedule (Appendix C) will be increased by whatever is greater: either an additional 2.5% or 1% plus the funded Cost of Living Adjustment (COLA) published for California Community Colleges.~~

~~For the 2023-2024 academic year, the Academic Salary Schedule (Appendix B) and Faculty Academic Overload Salary Schedule (Appendix C) will be increased by whatever is greater: either an additional 2.5% or 1% plus the funded Cost of Living Adjustment (COLA) published for California Community Colleges.~~

For the 2024-2025 academic year, the Academic Salary Schedule (Appendix B)

and Faculty Academic Overload Salary Schedule (Appendix C) will be increased by an additional 2.07% effective August 9, 2024.

For the 2025-2026 academic year, the Academic Salary Schedule (Appendix B) and Faculty Academic Overload Salary Schedule (Appendix C) will be increased by 1% plus the funded Cost of Living Adjustment (COLA) published for California Community Colleges in the Adopted State Budget for 2025-26.

For the 2026-2027 academic year, the Academic Salary Schedule (Appendix B) and Faculty Academic Overload Salary Schedule (Appendix C) will be increased by 1% plus the funded Cost of Living Adjustment (COLA) published for California Community Colleges in the Adopted State Budget for 2026-27.

Effective August 7, 2026, the hourly laboratory rate (Appendix C) shall increase to become equivalent with the lecture rate.

9.1.2 Compensation for instructional and non-instructional faculty members employed during summer sessions shall be compensated at \$90 **\$95** per hour flat rate. This rate is not tied to either Appendix B or Appendix C and must be negotiated independently.

9.1.2.1 — A faculty member scheduled to teach in a summer session(s) ~~immediately following his/her notice of retirement shall receive compensation consistent with the COSTA Master Agreement for that summer session(s). In subsequent summer sessions, however, if the faculty member teaches, he/she shall be compensated consistent with the COSAFA Master Agreement.~~

9.2.3. **Weekend Stipend**

Faculty in the following positions shall be paid a stipend of \$300 **\$400** per weekend day, not to exceed \$3,000 **\$4,000** per year: Coaches, Equestrian Instructor, Athletic Trainer, Fine Arts Performance, Agriculture Faculty.

9.2.3.2 **Division Chair Stipend Reassigned Time**

Division Chairs shall receive 60% reassigned time. Division chair reassigned time may be split with one other elected full-time faculty member who would act as co-division chair.

9.2.3.3 **COSTA Reassigned Time**

One and ~~six~~ **seven** tenths (1.~~67~~) FTE of reassigned time shall be granted to the College of the Sequoias Teachers Association (COSTA). Assignment and distribution of this reassigned time shall be determined by the COSTA executive board. Notification of the reassigned time according to this section shall be made to the Vice President of Academic Services on or before June 30th for the Fall Semester and December 1st for the Spring Semester. Upon request by the District, COSTA will supply documentation of time that was spent on meetings,

research, and other appropriate uses of the reassigned time.

9.2.3.4 Senate Reassigned Time

One and ~~six~~ **seven** tenths (1.~~67~~) FTE shall be granted to the Academic Senate. Assignment and distribution of this reassigned time shall be determined by the Academic Senate executive board.

Notification of the reassigned time according to this section shall be made to the Vice President of Academic Services on or before June 30th for the Fall semester and December 1st for the Spring Semester. Upon request by the District, the Senate will supply documentation of time that was spent on meetings, research, and other appropriate uses of the reassigned time.

~~9.2.3.7~~ **Honors Coordinator**

~~Twenty percent (20%) reassigned time shall be granted to the Honor's Coordinator.~~

9.2.3.87 Farm Manager

A \$5,000 **\$6,500** annual stipend shall be paid to the Farm Manager.

9.2.3.98 Head Coach

Twenty percent (20%) reassigned time each for the Head Coach of the following sports: Football, Men's and Women's Basketball; Baseball and Softball (it is understood that the Head Football Coach shall receive the reassigned time provided by this section each semester).

Compensation for head coaches that are full-time academic instructors shall be in the form of ten (10) hours per week for the sport plus the stipend referenced in Article 9.2.3.1 above.

~~9.2.3.409~~ **Assistant Coaches Stipend**

Stipends for assistant coaches other than football coaches will be ~~\$2,500~~ **\$3,250** per sport, and the assigned coaching responsibility will be in addition to the regular teaching responsibility.

~~9.2.3.4110~~ **Sports Medicine Coordinator**

The Sports Medicine Coordinator shall receive twenty (20%) reassigned time.

~~9.2.3.4211~~ **ESL Coordinator**

Between five (5) and ten (10) percent reassigned time shall be granted to the ESL Coordinator as determined by the District.

~~9.2.3.4312~~ **Physical Therapy Clinical Education Coordinator**

Contingent upon the existence of the program, the Physical Therapy Assistant Clinical Education Coordinator shall receive 20% reassigned time during the fall semester.

9.2.3.13 Program Review Committee

Twenty percent (20%) reassigned time for the faculty co-chair of the

Program Review Committee.

9.2.3.14 Pharmacy Technician Program

Twenty percent (20%) reassigned time for the faculty coordinator of the Pharmacy Technician Program.

9.2.2.15 Business Internship Program

Twenty percent (20%) reassigned time for the faculty coordinator of the Business Internship Program.

9.2.3.1416 Other Reassigned Time

For reassigned time not otherwise addressed by this Master Agreement, the District shall have the option of granting up to 2.0 FTE of reassigned time to faculty members. Notification of the reassigned time according to this Section shall be made to the President of the Association on or before the preceding June 30th for the Fall Semester and December 1st for the Spring Semester. The District shall also provide a thirty (30) day notification to the Association of any change or modification to District's utilization of this reassigned time.

9.2.3.1517 Reassigned Time / Grants

Reassigned time shall be awarded to any faculty member who is the recipient of a grant which stipulates reassigned time and is approved by the Superintendent/President. Such reassigned time shall be contingent upon funding under the grant and not from the general funds of the District. If the District applies for a grant under this section, timely communications will be made to the Senate in order to receive comments and suggestions for faculty participation. For such grants applied for and received by the District (as opposed to individual faculty members who are recipients of the grants), the District shall have the option of granting up to 2.0 FTE reassigned time to faculty members. Reassigned time beyond 2.0 FTE may be provided to faculty members if mutual agreement is reached between the District and COSTA.

9.2.3.1618 Accreditation

The District shall have the option of granting up to 1.0 FTE to faculty members during the year prior to Accreditation. Such faculty members shall be selected by the Superintendent/ President and the President of the Academic Senate.

9.2.3.1719 Compensation for Participation at District-approved Training Opportunities

Occasionally, categorical and/or grant funding may be available to support faculty during non-work hours, to help complete District-required work and/or to enhance faculty skills. Faculty will not be eligible for compensation if the event is held during their scheduled work hours. (Work hours are regularly scheduled classroom hours and

office hours for classroom faculty or paid hours for non-classroom faculty). When the District identifies training opportunities the following procedures shall apply:

9.2.3.4719.1 The District will send an email to all appropriate service area faculty unit members containing a brief description of the training opportunity; the amount of the stipend offered for completing the training opportunity; and inviting unit members to submit an email expressing interest. This notice will be provided with reasonable time in advance of the training opportunity.

9.2.3.4719.2 COSTA bargaining unit member shall have five (5) business days to submit their email of interest.

9.2.3.4719.3 All emails of interest submitted within the required time period will be reviewed by the District and the District shall have the sole discretion to determine who participates in the training opportunity. The District will give priority consideration to unit members who have not yet attended the specified training.

9.2.3.4719.4 After participating in the training opportunity, faculty members shall receive a stipend (less applicable taxes) in the amount identified within the brief description of the training opportunity.

9.2.3.4719.5 Other stipends as defined in the COSTA Master Agreement are not affected by this procedure.

9.2.3.4820 CTE Faculty (with External Advisory Boards)

Career and Technical Education (CTE) faculty required to hold more than one external advisory board meeting per semester shall be compensated at their hourly rate for each subsequent meeting not to exceed \$1,200 **\$1,500** annually.

10.1 The District will offer medical, dental and vision coverage to all unit members and their eligible dependents. Unit member subscribers will be provided with the option to select from multiple alternative medical and prescription insurance plan(s). Effective with the ~~2021-2022~~ **2024-2025** medical plan year (October 1 through September 30), the medical and prescription insurance plans offered through SISC will be: 100-A/10 Rx 5/20; **100-B/20 Rx 9/35**; 100-A/20 Rx 10/35; 100-C/20 Rx 9/35; **and**, 100-D/20 Rx 7/25; ~~and, 90-A Rx 7/25~~. Following the ~~2021-2022~~ **2024-2025** medical plan year, the District will consider alternative plan options suggested by COSTA. Following the ~~2021-2022~~ **2024-2025** medical plan year, in the event the District selects a provider different than SISC, the District and COSTA shall mutually agree on the alternative medical and prescription plan

options to be made available to all eligible Unit members.

For employees ~~75~~ **74** and under, the District will further provide a \$100,000 level term life insurance policy for the primary subscriber only. *For employees ~~76~~ **74** and over **as of July 1, 2024**, the District will provide a \$50,000 level term life insurance policy for the primary subscriber only. **Faculty not 75 and over as of July 1, 2024 will no longer be provided a term life insurance policy by the District once they turn 75 years of age.**

For purposes of the health plan and the level term life insurance policy, primary subscriber means all full-time unit members.

10.1.1 Effective on October 1, ~~2021~~ **2024**, the District shall contribute an annual maximum of ~~\$16,812.00~~ **\$18,540.00** toward the cost of major medical and prescription coverage for each full-time bargaining unit member and any cost for such coverage in excess of the District's contribution shall be paid by the full-time faculty member through monthly payroll deduction.

~~10.1.1.1 For the 2022-2023 and 2023-2024 medical plan years, the District and COSTA agree to share equally (i.e., 50%/50%) in any increase in premium cost for major medical and prescription coverage for each full-time bargaining unit member and any cost for such coverage in excess of the District's contribution shall be paid by the full-time faculty member through payroll deduction. The increase in the amount of annual premium for major medical and prescription coverage shall be calculated based upon the increase in the annual premium cost for SISC 90A effective October 1, 2022 (for the 2022-2023 medical plan year) and October 1, 2023 (for the 2023-2024 medical plan year). The intended effect of this agreement is that the District's total maximum contribution toward the cost of major medical and prescription coverage shall be increased as specified above and that COSTA bargaining unit employees will contribute through payroll deduction, the cost of the 50% increase.~~

10.1.1.1 For the 2025-2026 medical plan year, the District and COSTA agree to share (75% by the District and 25% by the bargaining unit member) in any increase in premium costs for major medical and prescription coverage for each full-time bargaining unit member and any cost for such coverage in excess of the District's contribution shall be paid by the full-time faculty member through payroll deduction. The increase in the amount of annual premium for major medical and prescription coverage shall be calculated based upon the increase in the annual premium cost for SISC 100-A Rx 10/35 effective October 1, 2025.

10.1.1.2 For the 2026-2027 medical plan year, the District and COSTA agree to share equally (i.e., 50%/50%) in any increase in premium costs for major medical and prescription coverage for each full-time bargaining unit member and any cost for such coverage in excess of the District's contribution shall be paid by

the full-time faculty member through payroll deduction. The increase in the amount of annual premium for major medical and prescription coverage shall be calculated based upon the increases in the annual premium cost for SISC 100-A Rx 10/35 effective October 1, 2026.

- ~~10.2~~ Active Members who continue to work full-time after they turn 65 and their eligible dependents can continue with the District's medical, dental and vision plans as set forth in sections 10.1.1 and 10.1.2. Members are encouraged to enroll in Medicare A and B as soon as they are eligible to avoid any late penalties with Medicare.
- ~~10.3~~ The District shall continue its contributions as set forth in Sections 10.1.1 and 10.1.2 toward the cost of medical, prescription, dental and vision insurance coverage for retiring unit members and eligible dependents in accordance with the following provisions:
- ~~10.3.1~~ To qualify for this coverage, the faculty member must be eligible under the State Teachers' Retirement System ("STRS") or Public Employee Retirement System (PERS). Also, both the faculty member and eligible dependents(s) must enroll in Medicare Part "A" if qualified through Social Security eligibility. Additionally, the faculty members and eligible dependents(s) must enroll in Medicare Part "B" upon becoming eligible. All references to "Medicare" refer to the Federal Medicare Law as described in Title 18 of the Social Security Act of 1964.
- ~~10.3.2~~ When unit members retire, they move to a tiered rate plan (single person, 2 person, or family plan) with costs that will differ from an active member's composite rate. Additionally, retirees 65 or older will have different tiered rates than retirees under 65.
- ~~10.3.3~~ For unit members who retire before the age of 65, the District shall continue its contributions as set forth in Sections 10.1.1 and 10.1.2 toward the cost of medical, prescription, dental and vision insurance coverage for retiring unit members and their eligible dependents until the unit member reaches the age of Medicare eligibility in accordance with the following provisions:
- ~~10.3.3.1~~ To qualify for this coverage, the faculty member must be eligible to retire under the State Teachers' Retirement System ("STRS") or Public Employee Retirement System (PERS).
- ~~10.3.3.2~~ To qualify for the continued District contributions set forth in Sections 10.1.1 and 10.1.2 toward the cost of medical, prescription, dental and vision insurance coverage, the retiring unit member must have a minimum of ten (10) years' full-time equivalency at College of Sequoias including the two years of additional service credit, if offered by the District and accepted by the unit member. Additionally, the retiring unit member must directly retire into STRS or PERS from the District with no lapse in service.
- ~~10.3.4~~ For unit members who retire that are at least 65 or who retire prior and turn 65, the District shall no longer continue its contributions as set forth in Sections 10.1.1 and

~~10.1.2 toward the cost of medical, prescription, dental and vision insurance coverage for retiring unit members and their eligible dependents. Instead:~~

~~10.3.4.1 Medicare eligible, the District will contribute a maximum amount of \$4,062.00 annually, indexed with a 2% annual increase, toward a Medicare Supplement Plan or a District Offered retiree plan. The \$4,062.00 cash option payments are paid annually on or before July 31, and are prorated the first year, provided:-~~

- ~~a. The faculty member is eligible to retire under the State Teachers' Retirement System ("STRS") or Public Employee Retirement System (PERS) and directly retires into STRS or PERS from the District with no lapse in service.~~
- ~~b. Both the faculty member and eligible dependents(s) must enroll in Medicare Part "A" if qualified through Social Security eligibility. Additionally, the faculty members and eligible dependents(s) must enroll in Medicare Part "B" upon becoming eligible. All references to "Medicare" refer to the Federal Medicare Law as described in Title 18 of the Social Security Act of 1964.~~
- ~~c. The retiring faculty member must have a minimum of twenty (20) years' full time equivalency at College of Sequoias including the two years of additional service credit, if offered by the District and accepted by the unit member.~~

~~10.3.4.2 For those not Medicare eligible, the District will contribute a maximum amount of \$1,500.00 annually, indexed with a 2% annual increase, toward a District offered retiree plan. The \$1,500.00 cash option payments are paid annually on or before July 31, and are prorated the first year, provided:~~

- ~~a. The faculty member must be eligible to retire under the State Teachers' Retirement System ("STRS") or Public Employee Retirement System (PERS) and directly retires into STRS or PERS from the District with no lapse in service.~~
- ~~b. The retiring faculty member must have a minimum of twenty (20) years' full time equivalency at College of Sequoias including the two years of additional service credit, if offered by the District and accepted by the unit member.~~

~~10.3.5 For unit members with ten (10) years, but less than twenty (20) years of full time equivalency at the College of the Sequoias, the unit member and eligible dependent(s) may retain the benefits by paying the total premium cost to the College of the Sequoias business office, if, and only if, the retiree is not eligible for Medicare, provided the faculty member is eligible to retire under the State Teachers' Retirement System ("STRS") or Public Employee Retirement System (PERS).~~

10.2 Active Members who continue to work full-time after they turn 65 along with their eligible dependents can continue with the District’s medical, prescription, dental and vision plans as set forth in sections 10.1.1 and 10.1.2. The District shall continue its contributions as set forth in Sections 10.1.1 and 10.1.2 toward the cost of medical, prescription, dental and vision insurance coverage. Active Members and their eligible dependents must enroll in Medicare part A as soon as they are eligible. Members and their eligible dependents can defer enrolling in Medicare Part B, but should enroll in Medicare Part B, if eligible, prior to retiring to avoid any penalties with Medicare. All references to “Medicare” in Article X refer to the Federal Medicare Law as described in Title 18 of the Social Security Act of 1964. The District’s plan is considered the active member’s primary insurance and Medicare is considered the secondary insurance while the member is still active.

10.3 Once a faculty member directly retires into the State Teachers’ Retirement System (“STRS”) or Public Employee Retirement System (PERS) with no lapse in service the District and retiree agree that:

10.3.1 If the retiring unit member has a minimum of ten (10) years’ full-time equivalency at College of Sequoias, then the District shall continue its contributions as set forth in Sections 10.1.1 and 10.1.2 toward the cost of medical, prescription, dental and vision insurance coverage for retiring unit members and their eligible dependents until the unit member reaches the age of Medicare eligibility. Retiree plans are tiered-rate plans (single, 2-party, and family) with costs that will differ from an active member’s composite rate. Tiered rates will differ for those 65 and older compared with those under the age of 65.

10.3.2 Once the retired faculty member becomes Medicare eligible and has a minimum of twenty (20) years’ full-time equivalency at College of Sequoias, the District shall not continue its contributions as set forth in Sections 10.1.1 and 10.1.2 toward the cost of medical, prescription, dental and vision insurance coverage. Instead, the District will provide an annual stipend on July 31, indexed with a 2% annual increase, in accordance with Appendix I. Retiree plans are tiered-rate plans (single, 2-party, and family) with costs that will differ from an active member’s composite rate. Tiered rates will differ for those 65 and older compared with those under the age of 65. Medicare is considered the retired member’s primary insurance and any District plan, if selected by the retiree, is considered the secondary insurance.

10.3.3 Members and their eligible dependents must enroll in Medicare parts A and B when they become eligible in order to continue coverage under a retiree plan or a Medicare Supplemental plan.

10.3.4 Two years of additional service credit, if offered by the District and accepted by the unit member, will count towards the ten (10) years or twenty (20) years of full-time equivalency at College of the Sequoias.

10.3.6.5 Benefits (i.e., plan coverage, deductibles, co-insurance, co-pays, etc.) for a retiree who meets the qualifications as set forth in 10.3.31 – 10.3.52 will not be less than

the benefits provided under the District's plan for active unit members unless agreed to in writing by the retiree.

10.3.76 An eligible dependent is defined as one who meets the eligibility requirements of the insurance carrier. If a retiree who is receiving benefits under sections 10.3.31 – 10.3.52 should predecease an eligible dependent(s), the District and/or insurance carrier will notify the dependent(s) that he/she (they) have the option of transferring to the available conversion plan as specified by the insurance carrier's policy and consistent with the terms of Section 10.78 below.

10.3.87 The District shall provide any retiring faculty member who meets the qualifications as set forth in 10.3.31 above with the same amount of life insurance provided him/her at the time he/she retired from District employment and continuing to the age of Medicare eligibility (i.e., sixty-five years of age).

10.3.98 Within thirty (30) days after a faculty member provides official notice of his/her retirement, the District shall provide the faculty member with a copy of Article X of the collective bargaining agreement.

10.4 The District shall not continue its contributions as set forth in Sections 10.1.1 and 10.1.2 toward the cost of medical, prescription, dental and vision insurance coverage for retiring unit members and their eligible dependents if the retired unit member does not directly retire into the State Teachers' Retirement System (STRS) or Public Employee Retirement System (PERS) with no lapse in service.

10.45 Faculty members who are absent because of illness, injury or disability and who have exhausted their accumulated paid leave will continue to receive full insurance coverage to be paid by the District for a period not to exceed twelve (12) months following the exhaustion of said leave or separation from District employment, whichever occurs first.

10.56 Faculty members on Board-approved leaves of absence without pay, may, at their option, contribute their full monthly premium through the District business office, thereby continuing group insurance rates and coverage. Payment must be made in accordance with District procedures in order to retain this benefit.

10.67 If a tenured unit member is laid off because of a reduction in force or a reduction of a particular kind of service, the District shall continue to contribute in the amounts set forth in Sections 10.1.1 and 10.1.2 above toward the cost of medical, prescription, dental and vision coverage for a period of twelve (12) months or until full-time employment is obtained, whichever occurs first.

10.78 Consistent with the requirements of the plan provider and applicable law, a surviving spouse of a deceased retiree may be eligible for health and welfare benefit coverage provided that the surviving spouse pays the full cost of the applicable premiums to the District.

12.4 Bereavement Leave

12.4.1 A faculty member is entitled to a leave of absence, ~~not to exceed three (3) days, or of five (5) days if out of state travel is required,~~ on account of death of any

member of ~~his or her~~ **their** immediate family. No deduction shall be made from the salary of the affected faculty member nor shall leave be deducted from leave granted by other sections of this article.

~~12.4.2~~ Upon recommendation of the Superintendent/President, up to two (2) additional days of bereavement leave may be granted to a faculty member. Other terms and conditions of this additional bereavement leave will be the same as that indicated in section 12.4.1.

~~12.4.32~~ Members of the immediate family as used in this section means the mother, father, grandmother, grandfather, or a grandchild of the unit member or of the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household of the unit member as verified by the area Vice-President of the faculty member. **Members of the immediate family used in this section means the parents, grandparents, grandchild of the unit member or the spouse of the unit member, and the spouse, child, children-in-law, or sibling of the employee, or any relative living in the immediate household of the unit member as verified by the area Vice-President of the faculty member.**

12.5.9 Prior to the commencement of a sabbatical leave, a faculty member shall be required to sign the Sabbatical Leave of Absence Contract. This Contract is included as Appendix G-1 **E-1** and Appendix G-2 **E-2** of this Master Agreement.

12.8.8 Four days of Personal Necessity Leave may be used as personal business leave. Approval will be obtained in advance from the appropriate ~~Vice President~~ **Area Dean or Director**, if circumstances permit, for two of such days. Notice will be given one (1) week in advance for each day, if possible.

15.1 Each contract faculty member will be eligible to apply for reimbursement to attend two (2) academic conferences per year supported by the faculty travel funds. Questions about conference limits, guidelines and application criteria will be resolved in discussions between the District and COSTA.

The District will budget \$40,000 **\$60,000** annually for conference attendance by faculty. Any conference monies remaining at the end of the academic year will be added to the conference money of the following year's budget for an 85% / 15% distribution. The cumulative total of such account will not exceed \$50,000 **\$70,000** in any one year. ~~Eighty-five percent (85%) of the conference account will be distributed to divisions based on the number of regular full-time contract faculty. Fifteen percent (15%) of the conference account will be available, at large, to faculty members for conference attendance. Said~~

monies will be available to a faculty member as per the provisions established jointly and uniformly by division chairs.

15.1.1 Initial reimbursement for the first conference paid out of the Faculty Conference fund is guaranteed at up to ~~\$400~~ **\$1000**, with any balance to be reimbursed at the end of the fiscal year at up to \$1,000. Second conferences are not guaranteed to be reimbursed. Final reimbursement beyond the initial \$400 **\$1,000** depends upon adequate funding at year's end.

15.1.2 All faculty will be informed via email when the Faculty Conference fund reaches 50%, 25%, and 0% of its total for the Academic year.

15.1.3 Should conference reimbursement requests exceed the Faculty Conference fund total for the academic year, the remaining amount of the fund shall be split evenly between all submitted, outstanding conference reimbursements.

15.1.4 No expenses will be paid by the District to a faculty member who attends a meeting and receives a college credit for advancement on the salary schedule.

15.1.5 Expense vouchers will be submitted, with receipts for all expenditures, as soon as possible after returning to the campus. In order for a faculty member to be reimbursed, these vouchers will be submitted to the Business Office within sixty (60) days of incurring such expense. Any person requesting reimbursement for mileage when students have been transported must state on the trip voucher the name of his/her insurance policy or the voucher cannot be honored.

15.1.6 Reimbursement for use of private vehicles will be consistent with the amount allowed by IRS regulations, and will not be charged against the conference allocation.

15.1.7 Faculty will be reimbursed for the use of public conveyances or rental vehicles, when authorized in advance by the Superintendent/President or appropriate Vice President. As pertains to this subsection, such reimbursement will be charged against the conference allocation.

~~15.4 — No expenses will be paid by the District to a faculty member who attends a meeting and receives a college credit for advancement on the salary schedule.~~

~~15.5 — Expense vouchers will be submitted, with receipts for all expenditures, as soon as possible after returning to the campus. In order for a faculty member to be reimbursed, these vouchers will be submitted to the Business Office within sixty (60) days of incurring such expense. Any person requesting reimbursement for mileage when students have been transported must state on the trip voucher the name of his/her insurance policy or the voucher cannot be honored.~~

~~15.6 — Reimbursement for use of private vehicles will be consistent with the amount allowed by IRS regulations, and will not be charged against the conference allocation.~~

~~15.7 — Faculty will be reimbursed for the use of public conveyances or rental vehicles, when authorized in advance by the Superintendent/President or appropriate Vice President. As pertains to this subsection, such reimbursement will be charged against the conference~~

allocation.

15.4 Student Club Advisor Travel

~~15.8~~ **Should the District require a club advisor's attendance at a conference, convention or function with students, reasonable reimbursement of costs will be made in accordance with the following:**

15.8.1 **15.4.1** Attendance must be required by the Superintendent/President;

15.8.2 **15.4.2** The student group must seek to raise monies to cover costs prior to utilization of funds available under this Article;

15.8.3 **15.4.3** The student advisor will process/obtain required attendance prior to involvement of student group in sponsored activity;

15.8.4 **15.4.4** Reasonable reimbursement costs will be determined by the Superintendent/President's designee and such costs will not be charged against the conference allocation.

17.3.1 A grievance must list the specific contract provisions the grievant alleges were violated, misapplied or misinterpreted, together with the allegations describing the specific acts or omissions that violated the contract, as well as the proposed remedy. It must be submitted in writing on the form provided in Appendix ~~H~~ **F**.

18.2 The faculty evaluation process will involve the assessment of performance of faculty (depending on duty assignment) in the following areas:

18.2.1 Teaching methods, **modalities**, materials, and effectiveness

Teaching methods are those non-discipline specific skills employed by a faculty member in order to assist students in attaining the learning goals of the course.

18.3 The evaluation of instruction should focus upon whether the instructor is **providing effective teaching and supporting student learning needs including delivering to students** what is stipulated in the course outline of record as well as the current course syllabus for each course taught; or for counselors, a student educational plan (SEP). **For non-instructional faculty, evaluation criteria will be jointly determined by the evaluated faculty member and their committee.** Individual instructors should set course goals and objectives which comply with the course outline the District has approved through the curriculum approval process. The success of the instructor should be judged in part in terms of how well the instructor has met specific goals and objectives. Data derived from Student Learning Outcome (SLO) assessments will not be used to evaluate faculty performance. All faculty will include SLOs in their course syllabi and participate in the SLO assessment cycle.

18.4 Summary of the Procedure

18.4.4 Faculty will design and submit an evaluation plan to address the contractual elements of 18.2 and which will include a list of assigned duties or classes during

the evaluation period, course syllabus(i), and a student evaluation. Faculty are also encouraged to list those additional **training and/or** activities which they feel have served to enhance the college community.

18.4.6 The distribution, administration of, collection of, and tabulation of results of the student questionnaire shall be done by the administrator on the evaluation committee. The scheduling of the distribution of this student questionnaire shall be with the concurrence of the faculty member being evaluated so as not to disrupt scheduled duties. The District will ensure an appropriate method for administering online questionnaires. **For in-person classes, whenever feasible, the administrator will facilitate the electronic questionnaire during the class being evaluated. For counseling faculty, the electronic student questionnaires will be facilitated by the administrator or designee immediately following each counseling appointment during their evaluation period.**

18.4.7 The faculty member being evaluated will compile the final evaluation packet, **including a self-evaluation**, and return it to the evaluation committee members. **The self-evaluation will also include a reflection on the faculty member's efforts to support the diverse backgrounds of students and colleagues to improve equitable student outcomes. Data derived from diversity and equity inquiries will not be used to evaluate faculty performance.** For non-tenured faculty only, the evaluation committee (faculty and administrator) will meet to review and discuss the final evaluation. COSTA will provide training for faculty on appropriate conduct in this meeting. Committee members and division chairperson will then make final comments on the permanent record page for the evaluated **faculty member. The division chair's feedback should focus on the faculty member's participation in the department, division, and/or campus, rather than their evaluation packet.** The administrator will review the final comments with the faculty member being evaluated and submit the evaluation packet to the appropriate Vice President. Faculty being evaluated may respond in writing to any of the final comments to the Vice-President.

18.4.8 The appropriate Vice President will review the final evaluation packet, may make additional comments, sign and submit the evaluation packet to Human Resources, and return a **digital** copy of the packet to the faculty member. After reviewing any final comments, the faculty member may submit additional comments to be included in the final packet.

20.3.1 Faculty service areas of the College of the Sequoias are summarized in Appendix D of this Master Agreement. Disciplines associated with each faculty service area are indicated in either Appendix D or the list of disciplines approved by the California Community Colleges Chancellor's Office

(http://www.cccco.edu/divisions/esed/aa_ir/psmq/min_qual.htm). The District and the Association agree to negotiate the placement of a discipline approved by the CCCCO but not included in an FSA that is listed in Appendix D.

~~22.2 Purpose~~

~~College of the Sequoias is committed to providing an academic and work environment free of unlawful harassment. This procedure defines sexual harassment and other forms of harassment on campus, and sets forth a procedure for the investigation and resolution of complaints of harassment by or against any staff or faculty member or student within the College.~~

~~22.3 Definition of Sexual Harassment~~

~~22.3.1 Definition~~

~~Sexual harassment is defined as unwelcome acts of a sexual nature including sexual advances, requests for sexual favors and/or other verbal or physical conduct including written communications of an intimidating, hostile or offensive nature, or action taken in retaliation for the reporting of such behavior when:~~

~~22.3.1.1 Submission to such conduct, either explicitly or implicitly, is made a term or condition of an individual's employment, academic status or progress; or~~

~~22.3.1.2 Submission to or rejection of such conduct by an individual is used as the basis for employment, promotion, transfer, selection for training, performance or academic evaluation decisions; or~~

~~22.3.1.3 Such conduct has the purpose or effect of creating an intimidating, hostile or offensive working or educational environment or substantially interferes with an employee's work performance or a student's academic performance; or~~

~~22.3.1.4 Submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available through the College.~~

~~22.3.2 Kinds of Sexual Harassment~~

~~The definition of sexual harassment encompasses two kinds of sexual harassment.~~

~~22.3.2.1 "Quid pro quo" sexual harassment occurs when a person in a position of authority makes education or employment benefits conditional upon an individual's willingness to engage in or tolerate unwanted sexual conduct.~~

~~22.3.2.2 "Hostile environment" sexual harassment occurs when unwelcome conduct based on sex is sufficiently severe or pervasive so as to alter the conditions of an individual's learning or work environment, unreasonably interferes with an individual's academic or work performance, or creates an intimidating, hostile, or abusive learning or work environment. The victim must subjectively perceive the~~

environment as hostile, and the harassment must be such that a reasonable person of the same gender would perceive the environment as hostile.

22.4 — Examples of Sexual Harassment

Sexual harassment can consist of virtually any form or combination of verbal, physical, visual or environmental conduct. It need not be explicit or even specifically directed at the victim. Sexually harassing conduct can occur between people of the same or different genders. The standard for determining whether conduct constitutes sexual harassment is whether a reasonable person of the same gender as the victim would perceive the conduct as harassment based on sex.

22.4.1 — Verbal Sexual Harassment

Verbal sexual harassment may include, but is not limited to:

- a. Inappropriate or offensive remarks, slurs, jokes or innuendoes based on a person's protected status;
- b. Inappropriate comments regarding an individual's body, physical appearance, attire, sexual prowess, marital status or sexual orientation;
- c. Unwelcome flirting or propositions;
- d. Demands for sexual favors;
- e. Verbal abuse, threats or intimidation of a sexual nature;
- f. Sexist, patronizing or ridiculing statements that convey derogatory attitudes about a particular gender or sexual orientation.

22.4.2 — Physical Sexual Harassment

Physical sexual harassment may include, but is not limited to:

- a. Inappropriate or offensive touching;
- b. Sexual assault, or coerced sexual intercourse or other sexual acts;
- c. Physical interference with free movement or blocking another person;
- d. Kissing, patting, fondling, lingering or intimate touches, grabbing, pinching, leering suggestively, unnecessarily brushing against another person;
- e. Sexual gestures;
- f. Acting in a provocative manner.

22.4.3 — Visual or Written Sexual Harassment

Visual or written sexual harassment may include, but is not limited to:

- a. The display or circulation of offensive, sexually oriented or other discriminatory visual or written materials;
- b. Posters, cartoons, drawings, graffiti, or other reading materials of a sexual nature;

e. ~~Computer graphics or electronic media transmissions of a sexual nature.~~

~~22.4.4~~ **Environmental Sexual Harassment**

~~An academic or work environment that is permeated with sexually oriented talk, innuendo, insults or abuse not relevant to the subject matter of the class or activities on the job. A hostile environment can arise from an unwarranted focus on sexual topics or sexually suggestive statements in the classroom or work place. An environment may be hostile if unwelcome sexual behavior or other harassing behavior based on a protected status is directed specifically at an individual or if the individual merely witnesses unlawful harassment in his or her immediate surroundings.~~

~~The determination of whether an environment is hostile is based on the totality of the circumstances, including such factors as the frequency of the conduct, the severity of the conduct, whether the conduct is humiliating or physically threatening, and whether the conduct unreasonably interferes with an individual's learning or work.~~

~~22.4.5~~ **Relationships**

~~Romantic or sexual relationships between supervisors and employees, or between administrators, faculty or staff members and students are discouraged. There is an inherent imbalance of power and potential exploitation in such relationships. A conflict of interest may arise if the administrator, faculty or staff member must evaluate the student's or employee's work or make decisions affecting the employee or student. The relationship may create an appearance of impropriety and lead to charges of favoritism by other students or employees. A consensual relationship may change, with the result that sexual conduct that was once welcome becomes unwelcome and harassing. By definition, sexual harassment is not within the course and scope of an individual's employment with the College.~~

~~22.4.6~~

22.2 Academic Freedom with Respect to Sexually Explicit Materials

A faculty member may use sexually explicit materials or literature in the classroom as a teaching technique to achieve educational objectives or to stimulate dialogue. The faculty member shall state in the course syllabus that such material will be used and the syllabus shall contain a notice to students that they may be excused during the presentation of such materials without consequence to their grade. The faculty member shall also be required to give a copy of the syllabus to the appropriate area dean in addition to the two copies given to the division chair.

To the extent the sexual harassment policy and administrative procedures are in conflict with the College's policy on academic freedom, the sexual harassment policy and procedures shall prevail. Any dispute arising from such conflict shall be resolved by a committee approved by the Superintendent / President. At least 50 percent of this committee shall be comprised of faculty appointed by the Senate.

22.3 Complaint Procedure for Investigation and Resolution of Claims of Harassment

22.53.1 Filing a Complaint

22.53.1.1 Complaint Form

A complaint may be filed directly with the Chancellor’s Office using the Chancellor’s Office complaint form (Appendix **JH**). Where a complaint is initially filed with the Chancellor’s Office, Title 5 §59329 requires the Chancellor to immediately forward a copy of the complaint to the College for investigation and response.

22.53.1.2 College Complaint Officer

The College will designate an administrator of each gender to act as the College Complaint Officer. Each College Complaint Officer shall be given training, which is current in the proper methods of receiving, investigating, and processing harassment complaints. The Complaint Officer is charged with receiving complaints of sexual or other forms of prohibited harassment, and coordinating the investigation. The accused shall have the right to select which College Complaint Officer oversees the harassment investigation; however, if the complainant prefers the other College Complaint Officer, the two Officers will coordinate with one another on the investigation.

The Complaint Officer may assign the actual investigation to other staff or to an outside person or organization under contract with the College after written notice has been given to the accused and the Association. An outside investigating organization shall be utilized whenever the Complaint Officer is named in the complaint or implicated by the allegations of the complaint.

22.53.1.3 Written Complaint

A student, staff or faculty member who believes he or she has been sexually harassed or harassed based on any other protected status, may make a written or oral complaint to the College Complaint Officer within one year of the date of the alleged harassment, or the date on which the complainant knew or should have known of the facts underlying the complaint.

If the complainant fails or refuses to file a written complaint, the College Complaint Officer shall ask the complainant for permission to tape record his/her statement and if permission is not granted, the College Complaint Officer shall make a written record of the complainant’s statement and shall give the complainant an opportunity to sign the statement. Any written record of the complainant’s statement shall be in the form of a report and shall be free of subjective interpretation. All complainants must be made

aware that failure to reduce a complaint to writing may be a factor when determining his/her credibility or the severity of his/her complaint in an administrative or judicial hearing. The College shall have no obligation to notify the Chancellor's Office of complaints that have not been placed in writing and signed by the complainant.

Any College employee who receives a harassment complaint shall notify the College Complaint Officer immediately.

22.53.2 Notice to Complainant

The College Complaint Officer shall advise the complainant that he or she need not participate in an informal resolution of the complaint, and that he or she may file a complaint with the Office of Civil Rights of the U. S. Department of Education, the Equal Employment Opportunity Commission or the Department of Fair Employment and Housing. The Complaint Officer shall also notify the Chancellor of the California Community Colleges of the complaint according to the provisions of Ed. Code.

22.53.3 Notice to Accused

The College Complaint Officer will give prompt notice to the person accused of harassment regarding the identity of the complainant, the date, time and place of the alleged incident of harassment, and the nature of the alleged misconduct.

22.53.4 Investigation Process

22.53.4.1 Witness Interviews

The College Complaint Officer shall authorize the investigation of the complaint, and supervise and/or conduct a thorough, prompt and impartial investigation of the complaint.

Prior to commencing any investigation and before interviewing the accused, the Complaint Officer shall notify an accused employee by telephone that a harassment complaint has been lodged against him/her and that s/he is entitled to union representation at any and all meetings with the Complaint Officer or designee, and without divulging names and/or the specifics of the matters in issue, the Complaint Officer shall also immediately notify the President or designee of the employee's union by telephone to alert the union that the employee may need assistance with regard to a harassment complaint. Within one (1) working day of notice to the accused employee and his/her respective union, or as soon thereafter as possible, the Complaint Officer shall re-contact the accused employee to set a date and time to meet with the accused employee. The College Complaint Officer shall meet with the accused before interviewing any witnesses. At this meeting, the accused shall have the right of Association representation as provided in this section.

The investigation will include interviews with the complainant, persons who may have relevant knowledge concerning the

complaint and the accused harasser. The accused and the complainant may recommend witnesses to be interviewed. The process may include interviews with victims of similar conduct.

22.53.4.2 Analysis of Information Gathered

The Complaint Officer will review the factual information gathered through the investigation to determine whether the alleged conduct constitutes harassment giving consideration to all factual information and the totality of the circumstances, including the nature of the conduct and the context in which the alleged incidents occurred.

22.53.4.3 Written Report

The Complaint Officer will prepare a written report that sets forth the results of the investigation. The written report shall include a description of the circumstances giving rise to the complaint, a summary of the testimony of each witness, an analysis of any relevant data or other evidence collected during the investigation, a specific finding as to whether harassment did or did not occur with response to each allegation in the complaint, and any other appropriate information.

22.53.4.4 Notice to Complainant and Accused

Within ninety (90) days from the date the College received the written complaint or reduced the complainant's verbal allegations to writing, the Complaint Officer will provide the complainant and the accused with a summary statement of the findings. The summary statement will also include the determination of the Complaint Officer as to whether harassment did or did not occur with respect to the allegations in the complaint, the proposed resolution to the complaint, a statement regarding action taken, if any, and notice of the complainant's right to appeal to the College's Board of Trustees and the State Chancellor's Office.

22.53.5 Appeal Process

22.53.5.1 Board of Trustees

If the complainant is not satisfied with the result of the Complaint Officer's determination, s/he may within fifteen days, submit a written appeal to the Board of Trustees.

The Board of Trustees shall review the original complaint, the investigative report, the Complaint Officer's decision and the appeal documents. The Board shall issue a written decision within forty-five (45) days after receiving the written appeal. A copy of the decision rendered by the Board shall be forwarded to the complainant and to the State Chancellor's Office. The decision shall also include notice to the complainant of the right to appeal.

22.53.5.2 Notice to the Chancellor's Office

Within 150 days of receiving a written complaint, the College shall forward to the State Chancellor's Office the complaint, investigative report, notice to the complainant and accused of the final decision of the Complaint Officer, the decision of the Board of Trustees or the date upon which the decision of the Complaint Officer became final, and a copy of the notice to the complainant of his or her appeal rights. If, due to circumstances beyond its control, the College is unable to comply with the 150-day deadline for submission of materials, the College may file a written request with the Chancellor's Office, within ten (10) days of the deadline, for an extension of time to submit the documents. As set forth in Section 22.5.1.2, the College has no obligation to notify the Chancellor's Office of complaints that have not been placed in writing and signed by the complainant.

22.53.5.3 Appeal to State Chancellor's Office

The complainant may file a written appeal with the State Chancellor's Office within thirty (30) days of the Board of Trustee's decision or the date the Complaint Officer's decision is deemed approved. The appeal to the Chancellor's Office shall be processed pursuant to the provisions of the California Code of Regulations, Title 5, Section 59350.

22.53.6 Remedial Action

22.53.6.1 Conclusions

If the College concludes that the charge of harassment is meritorious, it will provide timely notification to the accused of any corrective action proposed by the College.

22.53.6.2 Discipline

If harassment occurred, the College shall take disciplinary and/or remedial action against the harasser. The action will be prompt and commensurate with the severity of the offense. If discipline is imposed, the nature of the disciplinary action will not be communicated to the complainant.

Disciplinary actions against faculty, staff and students will conform to all relevant statutes, regulations, personnel policies and procedures, including the provisions of any applicable collective bargaining agreement.

22.53.6.3 Right to Grieve

A faculty member accused of harassment shall have the right to file a grievance in accordance with Article XVII "Grievance Procedures" regarding violations of or misapplications of

interpretations of this procedure. Mediation shall be mandatory for grievances filed under “Harassment Complaint Procedures” if requested by either the College or the Association prior to selecting an arbitrator to hear the grievance. The parties agree to use the State Mediation and Conciliation Service to mediate the dispute. The mediation will be conducted as confidential settlement negotiations such that if the parties fail to reach agreement none of the information or proposals exchanged in the mediation may be used in any subsequent arbitration hearing.

22.53.6.4 Confidentiality and Prohibition of Retaliation

The College shall take reasonable steps to ensure the confidentiality of the investigation and to protect the privacy of all parties. The College shall also take reasonable steps to protect the complainant from further harassment and to protect the complainant from retaliation as a result of filing the complaint. The College shall take reasonable actions to ensure that neither the accused person nor the accuser, nor his/her representative, shall engage in

any retaliation or intimidation toward each other or the witnesses. The College shall make every effort and take all necessary steps in order to protect personnel from the consequences of false accusations relating to sexual harassment.

22.53.7 Dissemination of Policy and Procedures

The College’s policy and procedures related to harassment will be provided to all students, faculty members, administration and staff, and will be posted in each department office on campus.

At the time of initial hire, employees will be supplied with a copy of the current harassment policy and harassment complaint procedure of the District; and they will sign a statement (Appendix ~~I~~**G**) acknowledging that they have received the policy and procedures. The signed statement will be placed in the employee’s personnel file. In addition, the most current policy and procedures will be incorporated into the College’s General Catalog and orientation materials for new students.

22.53.8 Training

Training of faculty and staff should be conducted annually emphasizing the prohibition of harassment in the classroom and work environment and should include a review of the Board Policy 3430, Prohibition of Harassment and the Harassment Complaint Procedures as outlined in Article XXII.

23.4 First-Day Class Rosters

~~On class rosters the District will cross-reference students who enroll in one class that has more than one course registration number (CRN). More than one CRN is typical of a class~~

~~which has an accompanying lab. First day rosters are to be submitted to the Admissions and Records Office. This may be done by depositing in the Admissions and Records Office mail compartment, delivered to the Admissions and Records Office, or if proof of delivery is wanted, they may be submitted electronically. No signatures are required on first day rosters. First day rosters will be due no later than the Friday of the second week of instruction, or for short term classes or classes that meet only once a week, will be due no later than the day of the third class meeting. First day class rosters will indicate students who have never attended that section of the class (see §23.11).~~

Official class rosters will be monitored, maintained, and edited through the Management Information System.

Faculty are required to drop no-show students no later than the first week of instruction, or for short-term classes or classes that meet only once a week, no later than the end of the second class meeting. Faculty will submit student drops and verify their No-Show Rosters through the Management Information System.

After No-Show Rosters have been reconciled by faculty, faculty will drop students who they deem to have stopped attending prior to the Census Date for a given class. All students remaining in the course after the Census Date will constitute the Permanent Roster. Faculty will submit students drops and verify their Permanent Rosters through the Management Information System no later than the day prior to the Census Date.

Any additional instructor-initiated student drops can be submitted through the Management Information System until the final drop date and shall be in accordance with the drop policy established by the instructor of record and included in the class syllabus.

23.5 ~~Final (Permanent) Roster~~

~~Permanent rosters will be submitted to the Admissions and Records Office by any one of the methods described for submission of first day class rosters. No signatures are required for permanent rosters (roll sheets). Final rosters will be due no later than the day of the census date.~~

23.6 Final Grades

Final grades shall be submitted in the Management Information System. For classes which meet the length of the entire semester, final grades will be due no later than ~~two (2)~~ **three (3)** business days following the last day of scheduled finals for the semester. For short term classes, final grades will be due no later than ~~two (2)~~ **three (3)** business days following the last scheduled class meeting.

23.9 Positive Attendance Rosters

~~The District will make every attempt to monitor positive attendance by automation. However, in each class in which positive attendance of students is not automated, the District will supply or make available, attendance rosters for the instructor of record. The instructor of record will maintain the positive attendance roster. The completed roster is due at the time of submission of the final grade sheets for the class. While accuracy of the positive attendance roster is desirable, it is not within the scope of this Professional Responsibilities section.~~

Faculty teaching positive attendance classes will be notified no later than the start of the semester. The instructor is required to track student attendance and shall record total hours of attendance in the Management Information System when grades are recorded. While the accuracy of the positive attendance roster is desirable, it is not within the scope of this Professional Responsibilities section.

~~23.11 Never in-Class Student Drop~~

~~For the purpose of this section, a never in-class student is defined as a student who appears on a class roster, but who has never attended the class.~~

~~23.11.1 When a faculty member identifies a student as a first day no-show, it shall be the responsibility of the District to drop this non-attending student. Typically, identification of a first day no-show is by means of a check mark next to the student's name on the First Day Class Roster which is submitted to the Admissions and Records Office.~~

~~23.11.2 For any other never in-class student who was not identified as a first day no-show, it shall be the responsibility of the instructor of record to initiate the student drop. Such drop will be submitted to Admissions and Records Office on or before the census date.~~

~~23.11.3 With the exception of dropping never in-class students as outlined above, the policy for dropping other students shall be according to the drop policy established by the instructor of record, and included in the class syllabus.~~

26.1 The term of this Agreement shall be from the date of ratification until June 30, 2024 2027.

26.2 Not later than April 15, 2024 2027, the parties shall be provided the opportunity to commence negotiations for a successor Collective Bargaining Agreement. Sunshining of the initial proposals shall occur by March 1, 2024 2027 in order to comply with this Section.

26.3 If by June 30, 2024 2027, a successor to this Agreement has not been executed, then this Agreement shall continue to remain in full force and effect until a successor Agreement is duly executed.

4. Delete Existing Appendix A and replace with the below Appendix A:

Appendix A

Full Time Equivalent

Full-time Equivalent (FTE) 90% Lab Conversion		
Contact Hours	Lecture	Laboratory
1	0.0667	0.0600
2	0.1333	0.1200
3	0.2000	0.1800
4	0.2667	0.2400
5	0.3333	0.3000
6	0.4000	0.3600
7	0.4667	0.4200
8	0.5333	0.4800
9	0.6000	0.5400
10	0.6667	0.6000
11	0.7333	0.6600
12	0.8000	0.7200
13	0.8667	0.7800
14	0.9333	0.8400
15	1.0000	0.9000
16	1.0667	0.9600
17	1.1333	1.0200
18	1.2000	1.0800
19	1.2667	1.1400
20	1.3333	1.2000
21	1.4000	1.2600
22	1.4667	1.3200
23	1.5333	1.3800
24	1.6000	1.4400
25	1.6667	1.5000
26	1.7333	1.5600
27	1.8000	1.6200
28	1.8667	1.6800
29	1.9333	1.7400
30	2.0000	1.8000

Full-time Equivalent (FTE) 70% Activity Conversion		
Contact Hours	Lecture	Activity
1	0.0667	0.0467
2	0.1333	0.0933
3	0.2000	0.1400
4	0.2667	0.1867
5	0.3333	0.2333
6	0.4000	0.2800
7	0.4667	0.3267
8	0.5333	0.3733
9	0.6000	0.4200
10	0.6667	0.4667
11	0.7333	0.5133
12	0.8000	0.5600
13	0.8667	0.6067
14	0.9333	0.6533
15	1.0000	0.7000
16	1.0667	0.7467
17	1.1333	0.7933
18	1.2000	0.8400
19	1.2667	0.8867
20	1.3333	0.9333
21	1.4000	0.9800
22	1.4667	1.0267
23	1.5333	1.0733
24	1.6000	1.1200
25	1.6667	1.1667
26	1.7333	1.2133
27	1.8000	1.2600
28	1.8667	1.3067
29	1.9333	1.3533
30	2.0000	1.4000

Full-time Equivalent (FTE) 50% Noncredit Conversion		
Contact Hours	Lecture	Noncredit
1	0.0667	0.0333
2	0.1333	0.0667
3	0.2000	0.1000
4	0.2667	0.1333
5	0.3333	0.1667
6	0.4000	0.2000
7	0.4667	0.2333
8	0.5333	0.2667
9	0.6000	0.3000
10	0.6667	0.3333
11	0.7333	0.3667
12	0.8000	0.4000
13	0.8667	0.4333
14	0.9333	0.4667
15	1.0000	0.5000
16	1.0667	0.5333
17	1.1333	0.5667
18	1.2000	0.6000
19	1.2667	0.6333
20	1.3333	0.6667
21	1.4000	0.7000
22	1.4667	0.7333
23	1.5333	0.7667
24	1.6000	0.8000
25	1.6667	0.8333
26	1.7333	0.8667
27	1.8000	0.9000
28	1.8667	0.9333
29	1.9333	0.9667
30	2.0000	1.0000

5. Delete Appendix E (“Vision Benefits”).

VISION BENEFITS	
SCHEDULE OF ALLOWANCES	FEES
Single vision lenses (glass or plastic)	\$100.00
Bifocal lenses (glass or plastic)	\$145.00
Trifocal lenses (glass or plastic) (verilux lens)	\$155.00
7.25 diopter or more high powered lenses	\$15.00
Aphakiamonofocal — plastic/aspheric	\$125.00
Aphakiamultifocal — plastic/aspheric	\$200.00
Lenticular (myodisc) monofocal	\$125.00
Lenticular (myodisc) multifocal	\$200.00
Prism 1 ½ to 4 diopters	\$14.00
Prism 4 ½ to 7 diopters	\$40.00
Prism 8 to 10 diopters	\$40.00
Slab off prism	\$75.00
Frame	\$130.00
Contact lenses (hard) — medically necessary	\$200.00
Contact lenses (soft) — medically necessary	\$250.00
Contact lenses (hard/soft) — convenience or cosmetic	\$120.00
DENTAL BENEFITS	
Maximum annual dental coverage	\$1,845.00

6. “ReNUMBER” (but not make language changes to) current Appendix F-1 (“Full-Year Sabbatical Leave of Absence Contract”) to E-1.
7. “ReNUMBER” (but not make language changes to) current Appendix F-2 (“One Semester Sabbatical Leave of Absence Contract”) to E-2.
8. “ReNUMBER” (but not make language changes to) current Appendix F-3 (“Promissory Note”) to E-3.
9. “ReNUMBER” (but not make language changes to) current Appendix G (“Grievance Form”) to F.
10. “ReNUMBER” (but not make language changes to) current Appendix H (“Acknowledgement of Receipt”) to G.

11. Delete current Appendix I (“Unlawful Discrimination Complaint Form”) and replace it with current California Community College Chancellor’s Office Unlawful Discrimination Complaint Form (immediately below). The updated form shall be Appendix H.

UNLAWFUL DISCRIMINATION COMPLAINT FORM

(To be filed with the community college district involved in your allegations)

Name:

Last First

Address:

Street or P.O. Box City State Zip

Phone:

Home/Cell Email

I am a: Student Employee Other:

I wish to complain against the following individual(s):

Name(s):

District: College:

Student Employee Other:

Date of most recent incident or alleged discrimination:

(Non-employment complaints must be filed within one year of the date of the alleged unlawful discrimination. Employment complaints must be filed within 180 days of the date of the alleged unlawful discrimination.)

I allege discrimination based on the following protected categories:

<input type="checkbox"/>	Age	<input type="checkbox"/>	Military/Veteran Status
<input type="checkbox"/>	Ancestry	<input type="checkbox"/>	National Origin
<input type="checkbox"/>	Color	<input type="checkbox"/>	Physical/Mental Disability
<input type="checkbox"/>	Ethnic Group	<input type="checkbox"/>	Race
<input type="checkbox"/>	Gender Expression	<input type="checkbox"/>	Religion
<input type="checkbox"/>	Gender Identification	<input type="checkbox"/>	Retaliation
<input type="checkbox"/>	Immigration Status	<input type="checkbox"/>	Sex/Gender
<input type="checkbox"/>	Marital Status	<input type="checkbox"/>	Sexual Orientation
<input type="checkbox"/>	Medical Condition	<input type="checkbox"/>	Other Protected Class (Explain):
			<input type="text"/>

What would you like the District to do in response to your complaint?

Clearly state your complaint. Describe each incident of alleged discrimination separately.

For each incident provide the following information:

- 1) date(s) the discriminatory action occurred;
- 2) name(s) of individual(s) who participated in discriminatory conduct;
- 3) location of incident;
- 4) what happened;
- 5) witnesses (if any);
- 6) why you believe the conduct was motivated by your protected classification;
- 7) if applicable, explain why you believe you were retaliated against for filing a complaint or asserting your right to be free from discrimination on any of the above grounds.

(Attach additional pages as necessary.)

I certify that this information is correct to the best of my knowledge.

Signature of Complainant

Date

Name of individual documenting verbal complaint:

Title

Phone

Email

OFFICE USE ONLY

Date complaint received:

Received by

Title

12. Add a new Appendix - I (“Retiree Medicare Amounts”).

Retiree Medicare Amounts

**District Contribution by Year
July 1**

YEAR			AMOUNT
2014	–	2015	\$ 3,536
2015	–	2016	\$ 3,606
2016	–	2017	\$ 3,678
2017	–	2018	\$ 3,752
2018	–	2019	\$ 3,827
2019	–	2020	\$ 3,904
2020	–	2021	\$ 3,982
2021	–	2022	\$ 4,062
2022	–	2023	\$ 4,143
2023	–	2024	\$ 4,226
2024	–	2025	\$ 4,311
<u>2025</u>	<u>–</u>	<u>2026</u>	<u>\$ 4,397</u>
<u>2026</u>	<u>–</u>	<u>2027</u>	<u>\$ 4,485</u>
<u>2027</u>	<u>–</u>	<u>2028</u>	<u>\$ 4,575</u>
<u>2028</u>	<u>–</u>	<u>2029</u>	<u>\$ 4,667</u>
<u>2029</u>	<u>–</u>	<u>2030</u>	<u>\$ 4,760</u>
<u>2030</u>	<u>–</u>	<u>2031</u>	<u>\$ 4,855</u>

***Indexed at 2% annual increase for retirees.**

13. This Tentative Agreement shall be contingent upon the successful ratification by both parties.

**Tentative Agreement reached on August 29, 2024.*

For the Association:

Tracy Redden

Tracy Redden, COSTA President

Adrienne Duarte, COSTA Vice-President

Erik Armstrong, COSTA Negotiation Team

Jared Burch, COSTA Negotiation Team

Timothy Houk

Timothy Houk, COSTA Negotiation Team

Timothy Linehan, COSTA Negotiation Team

Heather Moore

Heather Moore, COSTA Negotiation Team

Kevin Picciuto

Kevin Picciuto, COSTA Negotiation Team

Brian McNally

Brian McNally, COSTA Labor Representative

For the District:

Brent Calvin

Brent Calvin, Superintendent/President

Jennifer Vega La Serna


Jennifer Vega La Serna, VP, Academic Services

Jessica Morrison

Jessica Morrison, VP, Student Services


John W. Bratsch

John Bratsch, Dean, HR/Legal Affairs

Signature: 
John Bratsch (Sep 16, 2024 09:32 PDT)

Email: johnbr@cos.edu

Signature: *Jessica Morrison*
Email: jessicamo@cos.edu


Signature: 
Brent Calvin (Sep 16, 2024 14:22 PDT)

Email: brentc@cos.edu

Signature: *Jared Bunch*
Email: jaredb@cos.edu

Signature: *Kevin Picciuto*
Kevin Picciuto (Sep 17, 2024 11:57 PDT)

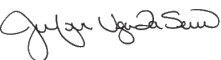
Email: chutto@cos.edu

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Timothy Linehan (Sep 17, 2024 14:34 PDT)

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Signature: *Brian McNally*
Brian McNally (Sep 17, 2024 14:56 PDT)


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Email: adrienned@cos.edu

Signature: 
Email: erika@cos.edu

Signature: 
Heather Moore (Sep 17, 2024 13:52 PDT)

Email: heatherm@cos.edu

Signature: *Timothy Ho*
Email: timothyho@cos.edu