



**MEMORANDUM OF UNDERSTANDING BETWEEN SHASTA-
TEHAMA-TRINITY JOINT COMMUNITY COLLEGE DISTRICT AND
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS
SHASTA COLLEGE CHAPTER #381**

**RECLASSIFICATION PROCESS
June 4, 2019, Revised November 5, 2021**

This Memorandum of Understanding (MOU) is entered into between the Shasta-Tehama- Trinity Joint Community College District (District) and the California School Employees Association and its Chapter No. 381 Shasta College (Association). The parties agree as follows:

1. Classification is defined as the assignment of a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a specific statement of the duties required to be performed by the employees in each position, and the regular monthly salary range(s) for each position [Education Code Section 88001(a)].
2. Reclassification is defined as the upgrading of a position to a higher classification as the result of the gradual increase in the duties being performed by the incumbent in a position [Education Code Section 88001(f)].
3. For the purpose of this agreement, reclassification may occur when an employee is routinely required to performing duties beyond their current position and found in an existing position description. A successful reclassification moves the employee to the classification and existing position description containing the duties being performed.
4. Reclassification requests can be initiated or submitted by an employee or the District. An employee may submit one request in a two year period. Additionally, an employee must be in permanent in their current classification prior to submitting a request.
5. The request shall be reviewed and signed by the employee's supervisor and

appropriate Vice President before submission to the Human Resources Office. Requests for reclassification shall be submitted on the Classified Reclassification Request Form (Attachment 1).

6. Only those requests received in the Human Resources Office before the close of business February 18, 2022 (5 p.m.) shall be considered.
7. The District and the Association shall each appoint three (3) members to the Reclassification Review Committee(s) (Committee) by January 28, 2022. Each Committee member shall sign and adhere to a Confidentiality Agreement (Attachment 2). Employees or Administrators submitting reclassification requests shall not be members of the Committee. All members of the Committee(s) shall receive submitted packets one week prior to the Committee meeting to review and evaluate each request. The reclassification request packet shall include the completed Classified Reclassification Request Form with supervisor signature, the employee's current position description, and the existing position description for the proposed reclassification. The Committee may interview those employees requesting a review and the employees' supervisor[s]. The Committee(s) shall meet no later than March 4, 2022 to review the packets. A positive recommendation requires at least four (4) of six (6) committee members to approve a request. If three (3) or fewer members of the Committee recommend reclassification, the request shall be denied. The Committee shall make one of the following recommendations by March 8, 2022, unless an extension to March 31, 2022 is granted by the District Superintendent/President:
 - a. Forward the request to the District Superintendent/President with a recommendation for reclassification into the appropriate existing position description.
 - b. Deny the request.
8. The Human Resources Office, on behalf of the Committee, shall notify the employee and supervisor of the Committee's recommendation within five (5) business days of the Committee's recommendation.
9. Employees whose request for reclassification is denied by the Committee may, within thirty (30) business days of receipt of the denial, submit an appeal in writing to the District Superintendent/President. The District Superintendent/President shall review and evaluate each recommendation received from the Committee, as well as any appeal from an employee, within ten (10) business days and do one of the following:

- a. Approve the appeal or the recommendation, forward it to the Board of Trustees for approval, and notify the employee, supervisor(s), and the Committee of the Board's decision. The Board's decision shall be final.
 - b. Deny the appeal of the Committee's recommendation and inform the employee, the supervisor, and the Committee of the decision.
 - c. Request the employee complete a time study under the supervision of the employee's supervisor and resubmit the appeal. The length of the time study shall be determined by the District Superintendent/President and shall be no fewer than 30 business days and no more than 90 business days.
 - d. Recommend the supervisor adjust the employee's duties to align with the employee's current position description and notify the employee, supervisor, and the Committee of the decision.
10. The completed Classified Reclassification Request Form shall be returned to the employee and supervisor by the Human Resources Office with the final determination. For those employees approved, the notification shall include:
- a. The effective date of the placement in the new classification and position description;
 - b. The effective date of hire within the position description shall be their seniority date. When two or more bargaining unit members have the same hire date within the classification their seniority shall be determined by lot.
11. The following attachments to this MOU can be revised and approved as needed, through mutual agreement between the District and Association, separate from the MOU. These attachments include: *Reclassification Request Form, Reclassification Review Committee Confidentiality Agreement, Reclassification Review Committee Roles and Responsibilities.*
12. The Parties agree this agreement shall not be precedent setting nor form any basis for a past practice.

This agreement is in accordance with state and federal laws, education code provisions and the Collective Bargaining Agreement.

Agree to November 18, 2021

For the Shasta Tehama- Trinity
Joint Community College District
Marriane
Williams

Digitally signed by Marriane Williams
Date: 2021.11.19 14:39:10 -08'00'

Marriane Williams
District Negotiator

Date

For the California School Employees
Association and there Chapter No.381
Mike Parisot

Digitally signed by Mike Parisot
Date: 2021.11.22 09:01:25 -08'00'

Mike Parisot
Chapter #381 President

Date

Joan V Nevarez

Digitally signed by Joan V Nevarez
Date: 2021.12.06 09:43:30 -08'00'

Joan V. Nevarez
Labor Relations Representative
California School Employees Association

Date