Collective Bargaining Contract

Between

Solano Community College District

And

The Solano College Chapter of CCA/CTA/NEA





July 1, 2017 to June 30, 2019

Governing Board Adopted: February 21, 2018

TABLE OF CONTENTS

	Table of Contents	1
	Duration / Reopeners	3
Article 1	Agreement and Recognition	4
Article 2	Negotiations Procedures	5
Article 3	Non-Discrimination	6
Article 4	Evaluations	7
Article 5	Personnel Files	13
Article 6	Resignation, Discharge, Tenure, and Seniority	15
Article 7	Reduction in Workforce and Retraining	16
Article 8	Transfers	20
Article 9	Unit Stability	22
Article 10	Retirement	23
Article 11	Sabbatical Leave	26
Article 12	Sick Leave	33
Article 13	Leaves of Absence with Pay	36
Article 14	Leaves of Absence without Pay	42
Article 15	Grievance Procedures	45
Article 16	Faculty / Management Rights	49
Article 17	Conditions of Employment	57
Article 18	Association Rights	59
Article 19	Workload	60
Article 20	Salaries	75
Article 21	Health and Welfare Benefits	86
Article 22	Academic Calendar and Holidays	89
Article 23	Travel / Conferences	91
Article 24	Maintenance of Conditions	92
Article 25	Severability and Savings Clauses	93
Article 26	Reassigned Time Assignments	94
Article 27	Stipend-Paid Assignments	96
Article 28	Agreements with Outside Agencies	99
Appendix 1	Performance Evaluation Forms	
	– Coordinator	100
	– Counselor	102
	 Faculty 	105
	– Librarian	108
	 Non-Instructional Counselor 	111
	– Peer	114
	 Faculty Self-Evaluation 	116
Appendix II	Guidelines for Student Evaluation of Instructor	
	 Directions 	118
	 Student Evaluation of Instructor 	110

	 Course Evaluation 	121
	 Student Evaluation of Counselor 	122
	 Student Evaluation of a Distance Education Instructor 	123
	 Distance Education Course Evaluation 	125
Appendix III	Faculty Salary Schedules	
	 Full-Time Instructional Faculty 	126
	 Full-Time Counseling Faculty 	127
	 Vocational Placement 	128
	 Adjunct / Overload Faculty 	129
	 Adjunct Vocational Placement 	130
Appendix IV	Part-Time / Hourly Parity Calculation	131
Appendix V	CTA Grievance Form	132
Appendix VI	2019-2020 Academic Calendar	
Appendix VII	Faculty Peer Review Handbook	

DURATION / REOPENERS

This agreement shall be effective in full force and effect from July 1, 2017 to June 30, 2019

Signed and entered this _____ day of _____ 2018 (Governing Board action February 21, 2018)

SOLANO COMMUNITY COLLEGE DISCTRICT

SOLANO COLLEGE CHAPTER CCA / CTA / NEA

Sarah E, Chapman President, Governing Board Erin Farmer President

Celia Esposito-Noy Superintendent-President Melissa Reeve Chief Negotiator

ARTICLE 1 AGREEMENT AND RECOGNITION

- **1.1** <u>**Bilateral and Binding Agreement**</u>: The articles and provisions contained herein constitute a bilateral and binding agreement, hereinafter referred to as the Agreement, by and between the Governing Board of the Solano Community College District, hereinafter referred to as the District, and the Solano College Chapter CCA/CTA/NEA, hereinafter referred to as the Association.
- **1.2** <u>Recognition of Unit and Exclusive Representative</u>: The Solano Community College District Board of Trustees, hereinafter called the "District," hereby recognizes the Solano College Chapter CCA/CTA/NEA, hereinafter called the "Association," as the exclusive representative for a unit composed of all regular and adjunct faculty (excluding management and classified employees).
- **1.3** <u>Determination of Unit</u>: Every semester, the District shall furnish the Association with a faculty list by the end of the third week after the census date.

ARTICLE 2 NEGOTIATION PROCEDURES

- 2.1 <u>Released Time</u>: Members of the Association's bargaining team shall be released from their assigned duties to attend negotiating sessions without loss of compensation. Should the legislature allocate funds for reimbursement for released time for planning for negotiating sessions, members of the Association bargaining team shall be released from their assigned duties to plan for negotiation sessions. Substitutes shall be paid at District expense.
- **2.2** <u>Scheduling</u>: All negotiating sessions shall be held between the hours of 8:00 a.m. and 5:00 p.m. unless other hours are agreed upon by both the District and the Association. Negotiating sessions will be held only on contract days as specified in Article 23 unless other days are agreed upon by both the District and the Association. Every effort shall be made to meet within five (5) working days from receipt of a written request by either party. At the first session, the negotiating calendar will be established. There shall be no negotiating sessions during the summer months unless mutually agreed upon by both the District and the Association.
- **2.3** <u>Location</u>: All negotiating sessions shall take place on the campus of Solano Community College and other mutually agreed upon locations.
- **2.4** <u>Cancellation of Meetings</u>: Either party may cancel a scheduled meeting for cause and with 24-hour notice, if possible. Said meeting shall be rescheduled at the time of cancellation in accordance with paragraph 2.2 above.
- 2.5 <u>Information to the Association</u>: The Association shall be provided, within five (5) working days or a mutually agreed upon time after the submission of a written request from the Association's chief negotiator to the District's chief negotiator, with all materials and data, the provision of which is not precluded by law. When materials are requested which are not readily available in the form requested, the Association shall pay for all staff time and supplies necessary to produce the materials.

ARTICLE 3 NON-DISCRIMINATION

The District will not unlawfully discriminate because of race, color, national origin, religion, sex, sexual orientation, age, disability, marital status, medical condition, membership in an employee organization, participation in the activities of an employee organization or union affiliation, or exercise of the rights contained in this agreement.

ARTICLE 4 EVALUATIONS

4.1 <u>**Purpose**</u>: The purpose of this Article is to maintain and improve the quality of instruction, counseling and other educational services offered by the District through periodic evaluation of faculty members.

4.2 <u>Evaluation Procedures</u>:

- 4.2.1 <u>Contract Faculty</u>: Each contract faculty employee shall be evaluated in writing in their first semester of employment, and at least once each year during the fouryear probationary period, by a team consisting of the immediate supervisor and two peers, following the process and timeline detailed in the Faculty Peer Review Handbook in Appendix VII of this contract. A follow-up evaluation may occur in the subsequent semester if recommended by the evaluation team.
- 4.2.2 <u>Tenured Faculty</u>: Every regular faculty employee shall be evaluated in writing at least once every three years, by a team consisting of the immediate supervisor and two peers, following the process and timeline detailed in the Faculty Peer Review Handbook. The evaluation shall take place no later than the end of the academic year in which the evaluation is due. A follow-up evaluation may occur within the next two semesters if recommended by the evaluation team.
- 4.2.3 <u>Adjunct Faculty</u>: Each adjunct faculty employee shall be evaluated in writing each semester for the first two semesters of employment over a three-year period, and at least once every six semesters of employment thereafter, following the process and timeline detailed in the Faculty Peer Review Handbook. If the initial employment period does not include two semesters of employment over the first three years of employment, the evaluation cycle shall revert to the initial evaluation requirement of the first two semesters over a three-year period. A follow-up evaluation may occur within the next semester following any regularly scheduled evaluation if recommended by the evaluation team.
- 4.2.4 <u>Temporary Full-Time Faculty</u>: A full-time temporary faculty employee must be evaluated in writing at least once by the end of the academic year in which he/she is employed, following the process and timeline detailed in the Faculty Peer Review Handbook.
- **4.3** <u>Areas of Instructional Evaluation</u>: Instructional faculty shall be evaluated on the criteria listed below. If the faculty member performs other assignments such as counseling, librarian duties or coordinator, refer to the evaluation areas for the specific assignment. See specific criteria in the evaluation form.

- 4.3.1 Teaching and Instructional Effectiveness this area is required for regular and adjunct teaching faculty and other faculty who teach.
- 4.3.2 Area / Department Responsibilities and College-Wide Services
- 4.3.3 Professional Development

4.4 <u>Student Evaluation of Instructors and Counselors</u>:

- 4.4.1 Student evaluations shall be a part of a faculty member's evaluation. When evaluating faculty members who teach more than one class, the faculty member shall be entitled to select one class for student evaluation and the immediate supervisor(s) shall select one class.
- 4.4.2 A counselor will be evaluated by a random number of students who have been counseled by the faculty member.
- 4.4.3 Subsequent student evaluations may be conducted in accordance with 4.4.1 above if the immediate supervisor(s) is conducting a subsequent evaluation under 4.2.1, 4.2.2, and 4.2.3.
- 4.4.4 Student evaluations shall not become the sole basis for any administrative decision to evaluate, terminate, deny tenure, discipline or transfer a faculty member.
- 4.4.5 Student evaluation form(s) shall be mutually agreed upon by the District and the Association and shall become a part of this Agreement. A narrative form may be substituted for the Scantron response form. The narrative form will be limited for use by 50% of the tenured faculty within a division/department.
- 4.4.6 <u>General Procedures</u>:
 - A. The immediate supervisor's office shall be responsible for managing and coordinating the student evaluation.
 - B. Faculty members to be evaluated by their students in a given semester shall be notified prior to the evaluation taking place.
 - C. To allay student fears, student anonymity shall be protected throughout the student evaluation process.
 - D. The aggregate results of the student evaluation (and the evaluation forms) shall be made available to the faculty member only after all grades for the

given semester have been processed.

- E. Students shall never suffer any retaliation for evaluations or comments on the evaluation form, or for oral or written comments made to administrative evaluators or their designees.
- F. Student evaluations are to be used as one source of evaluative information by evaluators in writing the formal evaluation of the instructor, a summary of which will be attached to the evaluation

4.5 Classroom Observations:

- 4.5.1 Each evaluation shall be based upon at least two peer observations and one observation by the direct manager, in the case of Contract, Regular, and Temporary Full-time faculty, and one peer observation and one observation by the direct manager in the case of Adjunct faculty, following the process and timeline detailed in the Faculty Peer Review Handbook.
- 4.5.2 If a faculty member's assignment includes one or more online section(s), at least one team member will observe the online section. In the case of an online class observation, the evaluator(s) and the faculty member will mutually schedule at least one session during which the faculty member will navigate the online classroom in the presence of the evaluator(s) in order to provide access to the secured online classroom environment. In addition, each evaluator assigned to observe an online class will be added to the respective course shell as a student for a pre-agreed one-week period to allow the observation of instruction.
- 4.5.3 Data collection will include a pre-conference between evaluators and the instructor to obtain information which may include, but is not limited to; lesson plans, course syllabi, and course and class goals, or other information pertaining to the instructor's assignment. In the case of online classes, data collection may include, but is not limited to, evidence of regular, effective, faculty-initiated student contact.
- **4.6** <u>Areas of Evaluation for Counselors</u>: Counselors shall be evaluated on the following criteria. If the counseling faculty member also teaches, the formal evaluation shall also include areas of instructional and student evaluations. See specific criteria in evaluation form.
 - 4.6.1 Counseling Effectiveness
 - 4.6.2 Area / Departmental Responsibilities and College-Wide Service
 - 4.6.3 Professional Development

- **4.7** <u>Areas of Evaluation for Librarians</u>: Librarians shall be evaluated on the criteria listed below. If the librarian teaches, the formal evaluation shall also include areas of instructional and student evaluations. See specific criteria in evaluation form.
 - 4.7.1 Librarian Effectiveness
 - 4.7.2 Area / Departmental Responsibilities and College-Wide Service
 - 4.7.3 Professional Development

4.8 <u>Coordinator Evaluation</u>

- 4.8.1 Coordinator positions or other reassigned positions selected through a formal hiring process shall be subject to regular evaluation. This excludes reassigned-time positions selected by election or appointment, such as SCFA officers and officers of the Academic Senate and some of its subcommittees.
- 4.8.2 Coordinator evaluations shall be managed by the manager supervising the position (which may be different from the faculty member's Division Dean), with input from the constituents served by the Coordinator role.
- 4.8.3 To ensure that faculty serving in Coordinator roles receive timely feedback on performance, the Coordinator evaluation may occur on a schedule independent of the regularly scheduled faculty evaluation.
 - 4.8.3.1 For both Division Coordinators and District-Wide Coordinators, the first coordinator evaluation shall occur no later than the 8th week of the second semester of the assignment.
 - 4.8.3.2 Subsequent evaluations shall occur as follows:
 - If the first evaluation is fully satisfactory, the follow up evaluation shall occur in the 4th semester of the assignment, no later than the 8th week.
 - If the first evaluation finds any unsatisfactory area(s) of performance, the follow-up evaluation shall occur in the 3rd semester of the assignment, no later than the 8th week.
 - For 3-year assignments, evaluations shall occur in the 3rd year only if deemed necessary by the evaluation team on the basis of the 2nd year evaluation.
- 4.8.4 A second consecutive unsatisfactory Coordinator evaluation shall result in the initiation of a hiring process to select a new person to assume that Coordinator role with the start of the following semester.

4.9 <u>Components of the Formal Written Evaluation</u>:

- 4.9.1 Significant data regarding mitigating factors which may influence job performance.
- 4.9.2 Based in terms of observable or verifiable behavior or information.
- 4.9.3 Based only on job-related criteria and factors.
- 4.9.4 Based upon data obtained from student evaluations, normal daily operational interactions, classroom visitations, and verifiable student comments and observations. Student evaluation forms are not to be given to the instructor until final grades are posted whereupon the instructor may make further comments on the evaluation report covering that class(es).
- 4.9.5 No anonymous, third-party statements will be included in any evaluation; this provision does not pertain to student comments.
- 4.9.6 Narrative comments by both evaluator and the instructor.
- 4.9.7 Any recommendations for improvement.

4.10 Formal Evaluation Procedures:

- 4.10.1 The formal evaluation forms are those included in the Faculty Handbook and in the appendix to this agreement:
 - Instructional Faculty Evaluation
 - Counselor Faculty Evaluation
 - Librarian Faculty Evaluation
 - Faculty Self-Evaluation
 - Peer Performance Evaluation
- 4.10.2 The immediate supervisor and the faculty member shall sign the team evaluation form. The faculty member's signature indicates only that he/she has read the contents of the evaluation.
- 4.10.3 If the faculty member does not sign the formal evaluation, the evaluating supervisor will forward the original with his/her signature and date with a cover letter indicating the faculty member did not respond. The evaluator will give a copy of the letter and evaluation to the faculty member.
- 4.10.4 The original copy of the team evaluation form shall be forwarded to the Human Resources Department in a timely manner for inclusion in the faculty member's personnel file. If the member under review wishes to respond to the evaluation,

he/she may submit a response to be attached to the evaluation in the personnel file. Evaluations will be held for ten (10) days before filing to allow for response prior to filing. Responses may also be submitted at any time for addition to the file. Peer evaluation forms may be added to the personnel file upon the faculty member's request, but otherwise become the property of the evaluatee.

- **4.11** <u>Peer Evaluation</u>: Peer evaluation is a mandatory component of the faculty evaluation process.
 - **4.11.1** <u>Selection of Peer Evaluators</u>: Evaluation teams will include two (2) peer evaluators for Contract and Tenured faculty, and one (1) peer evaluator for Adjunct faculty, selected according to the processes detailed in the Faculty Peer Review Handbook.
 - **4.11.2** <u>Compensation for Peer Evaluators</u>: Faculty who serve as peer evaluators will receive a stipend of \$75 per evaluation. In addition, peer evaluators may earn up to two (2) hours of FlexCal credit per year for ongoing mentoring / advising of the peer(s) they evaluate.

4.12 Faculty Self-Evaluation:

4.12.1 <u>Regular and Contract Faculty</u>: Self-evaluation is a mandatory component of the regular and contract (tenure track) faculty evaluation process.

4.12.2 Adjunct Faculty: Self-evaluation is optional for Adjunct faculty

ARTICLE 5 PERSONNEL FILES

- **5.1** There shall be one official personnel file for each faculty member. The personnel file for each faculty member shall be maintained by the District in the Human Resources Department. The file shall consist of records of employment with the District, records of educational advancement, and other work experience pertaining to the status of the faculty member's employment with the District including leave forms, transcripts, recommendations, evaluations, correspondence pertaining to the member, and faculty service area designations.
- **5.2** Only materials in the official District personnel file shall be used in any proceeding affecting the status of the faculty member's employment with the District. This file shall be the only file used in any disciplinary or dismissal proceeding.
- **5.3** A faculty member may inspect his/her official personnel file or may, upon his/her written authorization, designate a representative to review the file during normal business hours in the presence or absence of the faculty member. Where the member selects an Association representative to review the member's file, the Association and faculty member agree to indemnify and hold harmless the District for any loss or damage whatsoever arising from operation of this subsection insofar as said loss or damage is related to the Association representative reviewing the file. The District agrees to be bound by applicable federal and/or state statutes concerning the privacy and confidentiality of such records and files. Access to the official District personnel file shall be limited to District administrators, supervisors, and authorized Human Resources Department staff.
- **5.4** The District shall keep a log indicating the persons (other than persons whose duty it is to maintain the files) who have examined a personnel file, as well as the date such examinations were made. No records (except payroll memos, TB reports, transcripts, credentials and faculty service areas) may be copied without the faculty member's written permission. Records shall be kept of any materials copied, indicating the number of copies and the name and address of the person who received said copies.
- **5.5** All reviews shall be done in the presence of a management or confidential employee or designee who shall be positioned in a manner ensuring confidentiality to the parties and security of the file.
- **5.6** Any item placed in the file shall be clearly identifiable as to its source or originator and its date of receipt by the District.
- **5.7** Any material placed in a faculty member's personnel file must be signed and dated by the originator and the management person responsible for placing it in the file, and a

copy of all materials shall be given to the faculty member prior to the time of insertion in the personnel file. No anonymous letters or materials shall be placed in a faculty member's personnel file.

- **5.8** Only materials related to the faculty member's assigned duties or professional responsibilities shall be placed in the personnel file. In the case of derogatory materials related to a faculty member's assigned duties or professional responsibilities, such material shall not be placed in a faculty member's personnel file unless and until the faculty member is given notice and an opportunity to review, comment, and have such comments attached to the material in question. The faculty member has ten (10) working days to review and comment on any material of a derogatory nature before it is placed in his/her file. If additional time is needed, the faculty member may request a time extension from the Human Resources Department. Once material is placed into the file, a response may be attached at any time.
- **5.9** Materials not included in the personnel file include ratings, reports and records obtained prior to employment of the faculty member and any other materials related to application for other positions in the District.
- **5.10** Upon the request of a faculty member, a copy of material to which he/she is entitled shall be made for him or her.
- **5.11** A faculty member may request, in writing, to have placed in his/her file such material as he/she determines may have a bearing on his/her position as a faculty member. The District will provide forms for this purpose.
- **5.12** In accordance with Title V, Section 59023, personnel records are classified as records, which must be retained permanently. However, no material in a faculty member's personnel file more than four (4) years old shall be used to deny tenure, discipline, evaluate, dismiss or transfer a faculty member unless otherwise required by law.

ARTICLE 6 RESIGNATIONS, DISCHARGE, TENURE, AND SENIORITY

- **6.1** <u>**Resignations**</u>: Resignations shall be administered in accordance with Sections 87730 and 97731 of the California <u>Education Code</u>. Refer to Board Policy 4240.
- **6.2** <u>Discharge</u>: The discharge of faculty members shall, unless otherwise stated herein, be in accordance with the applicable provisions of the California <u>Education Code</u>; i.e., 87732, 87733, 87734, 87735, 87736, 87737, 87740.
- **6.3** <u>**Tenure**</u>: the tenure rights of faculty members shall be in accordance with the applicable provisions of the California <u>Education Code</u>, i.e., 87600 through 87612.

6.4 <u>Seniority</u>:

- 6.4.1 Seniority shall be defined as the length of service with the District. A regular faculty member shall be entered on the seniority list of the District from his/her initial date of regular employment. All regular faculty members with the same initial date of employment shall draw lots for placement on the seniority list. The Human Resources Department shall conduct and keep records of the results of the draw.
- 6.4.2 Seniority shall continue to accrue during approved leaves and shall remain static in cases of termination due to staff reduction. For purposes of this Article, any leave granted shall not constitute an interruption of service.
- 6.4.3 A regular faculty member shall lose seniority with the District if he/she resigns, or is discharged.
- 6.4.4 A regular faculty member shall accrue seniority in accordance with applicable provisions of the <u>Education Code</u>.

ARTICLE 7 REDUCTION IN FORCE AND RETRAINING

7.1 <u>Reduction of Faculty</u>:

- 7.1.1 No regular employee shall be deprived of his/her position for causes other than those specified in Education Code Sections 873, 87467 and 87484, and Sections 87732 to 87739, inclusive, and no contract employee shall be deprived of his/her position for cause other than as specified in Section 87740 except in accordance with the provisions of Section 87463 and Sections 87743 to 87762, inclusive.
- 7.1.2 Whenever in any school year the average daily attendance (FTE) in all of the schools of a district for the first six months in which school is in session shall have declined below the corresponding period of either of the previous two school years, or whenever a particular kind of service is to be reduced or discontinued not later than the beginning of the following school year, and when in the opinion of the Governing Board of said district, it shall have become necessary by reason of either of such conditions to decrease the number of regular employees in said district, the said Governing Board may terminate the services of not more than a corresponding percentage of the certificated employees of said district, regular as well as contract, at the close of the school year; provided that the services of no regular employee, or any other employee with less seniority, is retained to render a service which said regular employee is certificated and competent to render.

7.2 Faculty Service Areas and Competency Criteria

- 7.2.1 <u>Faculty Service Areas (FSA)</u> are defined as being synonymous with the minimum qualifications for the discipline listed in California Community College Minimum Qualifications Disciplines List and/or the valid California Community College Credential for the discipline.
- 7.2.2 <u>The Competency Criteria</u> to serve in a Faculty Service Area shall either be satisfaction of the minimum qualifications for the specific discipline as outlined in the Solano Community College Minimum Qualifications Disciplines List or a valid Community College Credential authorizing service in the specific discipline. Any equivalence to the above-mentioned criteria shall be made in accordance with the adopted Solano Community College Equivalency Process.
- 7.2.3 <u>Process to Obtain Additional FSA's</u>: Pursuant to CA State Ed Code section 87743.3: "After initial employment, a faculty member may apply to the district to add faculty service areas for which the faculty member qualifies. The application shall be received by the district on or before February 15 in order to be

considered in any proceeding pursuant to Section 87743 [Reduction in number of permanent employees] during the academic year during which the application is received."

7.3 <u>Procedures</u>:

- 7.3.1 Notice of such termination of services, either for a reduction in attendance or reduction or discontinuance of a particular kind of service to take effect not later than the beginning of the following school year, shall be given no later than the 15th of March in the manner prescribed in Sections 87740 and 87743 and services of such employees shall be terminated in the inverse of the order in which they were employed as determined by the Board in accordance with the provisions of Sections 87413 and 87414. In the event that a regular or contract employee is not given the notice and a right to a hearing as provided for in Section 87740, he/she shall be deemed reemployed for the ensuing school year.
- 7.3.2 The Governing Board shall make assignments and reassignments in such a manner that employees shall be retained to render any service, which their current Faculty Service Area (FSA), competency criteria, and seniority entitle them to render.

7.4 <u>Rights of Terminated Faculty</u>

- 7.4.1 In addition to all rights given to faculty members who have been "laid- off" under the Education Code, such faculty members who qualify for the appropriate FSA shall be given priority for substitute faculty and new part-time assignments and shall be continued in the medical, dental, and vision insurance group for a period of two (2) years upon advance payment of the monthly premium by the faculty member.
- 7.4.2 No new faculty assignments shall be made while there are faculty members on layoff status if they possess the appropriate FSA for the position, meet the criteria for the position, are available for reinstatement, and present verification of the required qualifications
- **7.5** It is the intention of the parties to this Agreement that all provisions of the <u>Education</u> <u>Code</u> with respect to seniority and reduction in force shall apply under this contract.
- **7.6** The District shall initiate negotiations with the Association with respect to the impact of any faculty reduction when the district realizes the probability of layoffs and before the District mails out notices recommending the non-renewal of any faculty member.

7.7 **Opportunities to Suspend or Reduce Programs in Lieu of a Reduction in Force:**

7.7.1 The purpose of the procedures set forth below is to provide an opportunity for voluntary leaves of absence for retraining if a particular program or service is in jeopardy of a suspension or reduction.

Tenure track faculty may request participation, but are not required to do so. In the event faculty do not request one of the opportunities listed below, they may pursue other opportunities such as: retirement, STRS reduced workload, resignation, or permanent reduced assignment to less than full-time.

7.7.2 <u>Retraining Opportunities</u>:

The impacted faculty may request one or a combination of the following options within thirty (30) days of official written or oral notification that his/her discipline program is being suspended or reduced:

- A. Reassignment to teach other disciplines in which they are qualified and competent to render service and where assigned duties are available. If this reassignment jeopardizes another program or service, the retraining opportunities would apply to the affected employee(s).
- B. Willingness to be retrained in a new discipline, program or service with mutual agreement between the Vice President of Academic Affairs or Student Services and the faculty member. The faculty member may have an Association representative present at discussion meetings.
- C. Reduction in assignment to reach fewer classes or reduced services if such is available. *
- D. Request a full or partial sabbatical leave to be retrained in another available discipline. *
- E. Request a partial leave of absence to be retrained in a new available discipline while also teaching/serving in primary discipline(s). *
- F. Request a partial leave of absence to update currency in an available discipline for which the employee is already qualified to teach. *
- * Faculty who teach a reduced load under any of these options shall be paid at their regular contract rate for that portion of a full assignment, which they retain and will continue to be regarded as occupying one full-time equivalent position. All assignments must have the approval of the District.

7.7.3 <u>Reassigned Agreements</u>:

- A. Faculty requesting a full or partial leave of absence to be retrained in one discipline while teaching in another discipline or to update currency in a qualified discipline shall submit a written request to the Vice President of Academic Affairs or Vice President of Student Services. The Vice President will meet with the division Dean/Department Manager, the faculty member, and an Association representative to discuss the request and to develop a plan to include but not limited to:
 - Identification of the retraining discipline
 - Identification of the retraining goal (certificate, degree, etc. that will provide new FSA)
 - Delineation of the coursework to be completed with the anticipated timelines
 - Identification of faculty member(s) in the new discipline to be observed by the faculty member, if applicable
 - How the released time for retraining will be used (in part) to be balanced against current load requirements
 - The dates of submission of regular progress reports to the appropriate Vice President
 - The satisfactory performance in the retraining activity.
- B. The plan to be retrained in a new discipline will include but not be limited to the faculty member's educational preparation, the coursework required to be retrained in the new discipline, the time within which the coursework and any other training is to be completed, and the district's educational program needs.
- C. Each reassignment request will be reviewed and discussed on a case-by-case basis by the Vice President, division Dean/department manager, faculty member and Association representative. The plan will be implemented and confirmed in writing by the District and the faculty member without establishing a precedent.
- D. If the retraining program cannot be completed for reasons beyond the faculty member's control, he/she may request an extension of time from the District. Each request will be reviewed on a case-by- case basis. However, if the employee is not interested in an extension, he/she will reimburse the District for the costs (salary and benefits costs) of the retraining as outlined in the agreement. All extensions must be in writing.
- E. The faculty member will receive full health and welfare benefits during any leave taken for the purpose of retraining.

ARTICLE 8 TRANSFERS

8.1 <u>Definitions</u>:

- 8.1.1 <u>Transfer</u>: A change in assignment from the faculty member's assigned discipline in one division/department to another discipline in another division/department or change in work location with the employee's consent.
- 8.1.2 <u>Involuntary Transfer</u>: A change in assignment from the faculty member's assigned discipline in one division/department to another discipline in another division/department or change in work location without the employee's consent.

8.2 Job Postings:

- 8.2.1 The District shall email all Full-Time Faculty openings to all employees for a period of ten (10) full working days, during which time employees may request a voluntary transfer to a new discipline.
- 8.2.2 Regular faculty members requesting a transfer who meet the minimum qualifications for a posted position, and who submit a request for consideration and other documents as requested in the job announcement, shall be interviewed for the position.
- 8.2.3 A "day" for the purpose of this article is defined as "a day the College is open for business" (instructional calendar).

8.3 Involuntary Transfer:

- 8.3.1 Involuntary transfers shall be made when required by management. The District shall notify the Association when this article will be utilized, explain the need and the terms and conditions, and the need for retraining of faculty if such a need exists.
- 8.3.2 The District shall request faculty members volunteer to fill available vacant positions prior to involuntarily transferring a qualified faculty member.
- 8.3.3 Faculty members to be involuntarily transferred shall have the right to indicate preferences from the list of vacancies, if any.
- 8.3.4 When making an involuntary transfer, the District shall give first consideration to the most senior faculty member's preference from the vacancies, if any.

- 8.3.5 All involuntary transfers shall be considered on the basis of meeting the minimum qualifications for the discipline.
- 8.3.6 <u>Retraining Opportunities</u>: A faculty member who meets the minimum qualifications but does not have demonstrated competence in the subject field shall be given an opportunity to increase his/her competence by being provided with retraining leave to take coursework in the subject area to be taught. The amount and duration of the released time shall be determined by the Vice President of Academic Affairs or Student Services, as appropriate, in consultation with the faculty member and the Association representative. If approved, any retraining leave authorized under this article shall include a written agreement between the parties to outline the retraining leave program. The agreement shall include a commitment by the faculty member to continue his/her service at Solano College for a specified time as agreed.
- 8.3.7 No involuntary transfers shall be made in an arbitrary, capricious or discriminatory manner, nor shall such transfers be used for punitive or disciplinary reasons.

ARTICLE 9 UNIT STABILITY

- **9.1** Prior to establishing any new faculty positions, the District shall meet and discuss such new positions with the Association. In the event of disagreement, the parties shall jointly petition the Pubic Employee Relation Board (PERB) for unit clarification or modification.
- **9.2** Job descriptions for new faculty positions and released/reassignments will be developed by management with input from the association.

ARTICLE 10 RETIREMENT

- **10.1** <u>**Retirement System**</u>: All faculty members shall participate in the State Teachers Retirement System (STRS) or the Public Employees Retirement System (PERS) pursuant to applicable rules and regulations of the STRS or PERS. A faculty member shall have deducted from his/her payroll warrant that percent of eligible wages specified by STRS or PERS for employee contributions. The District shall pay that percent of eligible wages specified by STRS or PERS for the employer's contribution.
- **10.2** <u>Reduced Workload with Full Retirement Credit</u>: A faculty member who meets all eligibility criteria may elect to reduce his or her workload by up to one-half of a full-time assignment. The faculty member shall be paid a pro-rated salary based on that percent of his or her actual workload bears to a full-time workload. Employees who serve under this plan shall be given the same consideration as regular employees with respect to class assignments, scheduling, and class size.
 - 10.2.1 <u>STRS Credit</u>: The faculty member shall receive the STRS/PERS service credit that he/she would have received if he/she had continued as a full-time employee. The faculty member's STRS/PERS retirement allowance shall be based on the salary the said faculty member would have received if employed on a full-time basis. Therefore, the faculty member and employer shall both contribute to the State Teachers' Retirement Fund the amount each (separately) would have contributed if the faculty member had continued to work on a full-time basis.
 - 10.2.2 <u>Benefits</u>: Faculty members on the reduced workload full retirement credit program shall receive fringe benefits on the same basis as full-time faculty members.
 - 10.2.3 <u>Return to Full-time Employment</u>: A faculty member may elect only once to return to full-time employment and remain therein until he/she retires. The faculty member's reinstatement shall become effective at the beginning of the following school year as a full-time employee, or he/she may apply for any vacant position for which he/she is qualified. If the faculty member chooses to return to full-time employment, he/she shall be returned to his/her permanent status with all rights, privileges and benefits, including tenure, seniority, and service.

10.3 <u>STRS / PERS RETIREMENT</u>:

10.3.1 A retired employee shall be defined as one who has retired for service or disability and who is eligible for and is receiving a retirement allowance from the State Teachers' Retirement System or Public Employees' Retirement System. 10.3.2 All regular faculty hired **after July 1, 2004** will be eligible for ten years of Districtpaid medical benefits not to exceed the two-party CalPERS premiums except for PERSCare as specified in Article 21.101 after 15 years of service to Solano Community College District.

Regular faculty hired **before July 1, 2004** with ten (10) or more years of service to the District shall continue to receive District-paid medical benefits not to exceed the two-party CalPERS premiums except for PERSCare as specified in Article 21.1.1 for ten years as noted below. The health and welfare plans offered to retirees shall be the same as those offered to active employees, except for the dental plan, to the extent permitted by the health plan organizations.

- 10.3.3 To provide the ten (10) years of benefits to retirees under CalPERS, the District will set up a Health Reimbursement Account (HRA) for each retiree.
- 10.3.4 Any faculty who has been employed fifty (50) years or more of creditable service with the District shall be entitled upon retirement to the minimum health employer contribution set by Public Employees' Medical and Hospital Care Act (PEMHCA). This eligibility requirement of fifty (50) years of service is not applicable to any retiree who retired **before July 1, 2012**. All members who have retired before the effective date of this memorandum are eligible for the minimum health employer contribution. Nothing in this section affects or requires a change to the District's health benefits contribution to active employees and early retirees as defined in this agreement. This understanding shall apply only if the District elects to participate in the CalPERS insurance program and if the CalPERS program continues to mandate the vesting requirements herein.
- 10.3.5 Benefits for eligible retirees shall include:
 - A. District-paid health plan for the employee and dependent except for PERSCare as specified in Article 21.1.1
 - B. District-paid vision for the employee only
 - C. A retirement bonus of \$250 per year of service with the District to a maximum of 25 years **OR** District-paid contributions for employee and spouse in the dental plan for a period of ten (10) years, subject to the rules and regulations of the contracts with the dental organization. The dental plan will have an annual maximum of \$1,500 and will not include orthodontia benefits.

10.3.6 Those retired regular faculty members employed **prior to July 1,1995**, and who

upon retirement participate in a Medicare medical plan that provides a reduced premium the cost of which for the District exceeds the cost of Medicare Part B are eligible for Medicare Part B premium reimbursement from the District for ten years immediately after retirement.

- 10.3.7 Those retired regular faculty members employed after July 1, 1995 receiving District-paid benefits under 10.3.2 who participate in a Medicare medical plan that provides a reduced premium the cost savings of which for the District exceeds the cost for Medicare Part B are eligible to receive Medicare Part B premium reimbursement from the District for five years immediately subsequent to retirement.
- 10.3.8 The reimbursement process will be determined by the District. Reimbursement will not include the premium payment for Medicare Part A or other Medicare costs (such as deductibles or additional premiums as a result of changes in the Medicare system), or any premium surcharges occurring as a result of the timing of enrollment in Medicare.
- 10.3.9 As a condition to receiving District-paid medical benefits under section 10.3.2, retired faculty and spouse will be required to enroll in Medicare A and B, if eligible.
- **10.4** <u>Status of Benefits Subsequent to Retirement</u>: The status of the benefits is determined by the CalPERS Heath Benefits Program. Should any retiree die before the District-paid benefits expire, the surviving spouse may continue in the plans for the duration of the District-paid benefits.
- **10.5** <u>Adjunct Faculty Retirement</u>: An adjunct faculty member has the option of participating in either the Defined Benefit or Cash Balance plans offered by the California State Teachers' Retirement System in accordance with rules, regulations, and laws governing the State Teachers' Retirement System.

ARTICLE 11 SABBATICAL LEAVE

- **11.1** <u>**Purpose**</u>: The purpose of sabbatical leaves is to provide the opportunity for faculty members to improve those professional skills which will benefit the students and the District. In addition, the concept of sabbatical leaves is to provide an opportunity for the faculty member to participate in educational activities away from the District that will renew and revitalize the faculty member's contribution to students and the District.
- **11.2** <u>Number of Leaves and Duration</u>: The Sabbatical Leave Committee may recommend up to four sabbatical leaves each academic year. One of the leaves will be provided for retraining as a first priority initiated by the administration. The remainder of the leaves will be based on the criteria identified in 11.9 below. If no retraining leaves are requested, all leaves will be granted in accordance with the agreement.
- **11.3** <u>Eligibility</u>: Sabbatical leaves may be granted to any full-time regular faculty member who has been employed for at least six (6) consecutive years as a full-time faculty member preceding the effective date of the leave. Leaves of absence without pay shall not be considered in the computation of years of service; however, such leaves shall not interrupt the counting of consecutive years of service.
- **11.4** <u>Application</u>: Application for a sabbatical leave must be made in writing on the form provided and submitted to the Sabbatical Leave Committee no later than October 1, in the school year preceding the proposed leave period. If there is not a sufficient number of eligible applicants (2%) by the October 1 deadline, the Vice President of Academic Affairs will send out a notice to faculty extending the deadline for ten (10) working days. No more than one sabbatical leave shall be granted to an individual in any six (6) year period unless there are insufficient eligible applicants in any year and the request is based on either new technology or new district approved educational programs. Application packets will be available in the Office of Academic Affairs during the academic year.
- **11.5** <u>Recommendation by the Sabbatical Committee</u>: A Sabbatical Leave Committee shall be established each year to review and recommend sabbatical leave applications according to the following procedures:
 - 11.5.1 The committee shall be composed of three regular faculty members chosen by the Association and two management members chosen by Management plus the Vice President of Academic Affairs. The Vice President of Academic Affairs shall be a permanent member of the Committee.
 - 11.5.2 Each September, the Vice President of Academic Affairs shall convene the Committee, which shall elect a chairperson. The Sabbatical Leave Committee

shall determine the eligibility of each applicant for sabbatical leave. The Committee shall thoroughly study and review each application and make its recommendations, in writing, to the Superintendent/President not later than the second week in November.

- 11.5.3 The number recommended shall not exceed the number of sabbatical leaves available. The report shall include a listing of all candidates along with a brief statement of reason for selection and/or non- selection.
- 11.5.4 Should one or more of the recommended candidates decide to decline the leave, additional recommendations shall be sought from the Sabbatical Leave Committee for replacement candidates.

11.6 <u>Confirmation of Sabbatical Leaves</u>:

- 11.6.1 On or before the first Governing Board meeting in December, the Superintendent/President shall submit his/her endorsement of the list of sabbatical leave applicants to the Governing Board.
- 11.6.2 The Governing Board shall confirm the sabbatical leaves to be granted for the ensuing academic year not later than its first regular meeting in January.
- **11.7 <u>Return from Leave Report</u>:** Within one academic year after the return from leave, a faculty member shall provide and discuss a written report to the Superintendent/President and the Governing Board in accordance with the guidelines established by the District and Association.
- **11.8** <u>Compensation and Fringe Benefits</u>: Faculty members shall receive full salary while on sabbatical leaves of one semester duration. Seventy-five percent of the annual salary shall be paid for sabbatical leaves of two semesters. The faculty member shall continue to receive all health and welfare benefits during his/her leave.
 - 11.8.1 Faculty members may elect to receive full STRS service credit for sabbatical leave by paying both their own and the District's contribution for the difference between their sabbatical leave salary and their normal earnable salary.
 - 11.8.2 Faculty members on sabbatical leaves do not accumulate sick leave credit for the period of sabbatical leave.
 - 11.8.3 Sabbatical leaves shall not constitute a break in service.
 - 11.8.4 A Faculty member on sabbatical leave shall receive such automatic increases in salary as would have been received had he/she remained in active service and shall be subject to the salary schedule in effect at the time of his/her return.

Upon his/her return to employment, a faculty member may count toward placement on the salary schedule credits earned for professional improvement during his/her leave. The leave shall be considered as time in service in the District for salary schedule purposes.

11.8.5 Any sabbatical related compensation in excess of 100 percent of the employee's salary on the Regular Faculty Salary Schedule for that year must be reported in writing to the District and will be deducted from the District's contribution.

11.9 Unranked Criteria Used to Evaluate and Recommend Sabbatical Leave Applications:

- 11.9.1 Feasibility of stated sabbatical leave purpose with reference to its definition, scope, and the probability of its successful completion during the time period specified.
- 11.9.2 Relative benefits to College, students, and District compared to other sabbatical leave applications.
- 11.9.3 Specific benefits to College and/or applicant's department/division in terms of:
 - A. Generating new courses;
 - B. Acquisition of relevant new knowledge and subject matter that will directly enhance and/or modify existing courses;
 - C. Acquisition of new and/or improved instructional techniques, training skills and other innovations.
- 11.9.4 Probable value in terms of aiding and/or improving applicant's execution of assigned professional duties.
- **11.10** <u>Required Service After Sabbatical Leave</u>: In accordance with Education Code 87770, every faculty member, as a condition of being granted a sabbatical leave, shall agree in writing to render a period of service in the employ of the Governing Board of the District following his/her return from the sabbatical leave which is equal to twice the period of the leave. If the faculty member fails to comply with this section, the District may charge the affected faculty member the pro-rata share of the District's costs for salary and benefit costs.
- 11.11 In accordance with Education Code 87771, if the faculty member does not serve the entire period of the sabbatical leave, the amount of compensation paid for the sabbatical leave shall be reduced by an amount which is equal to the pro-rata share of the total compensation of the time not served.

11.12 The Governing Board and the District shall not be liable for any compensation or damages resulting from the death or injury of any faculty member on sabbatical leaves pursuant to/in accordance with Education Code 87775.

11.13 <u>Rules Governing Ownership of Intellectual Property Produced on Sabbatical Leave</u>

- 11.13.1 <u>General Policy Statement</u>: Copyright is the ownership and control of the intellectual property in original works of authorship, which are subject to copyright law. It is the policy of the District that all rights in copyright of works produced by employees on sabbatical shall remain with the employee/creator unless the work is a work for hire (and copyright vests in the District under copyright law), is supported by a direct allocation of funds of the District for the pursuit of a specific project, is commissioned by the District, makes significant use of District resources or personnel, or is otherwise subject to contractual obligations.
- 11.13.2 <u>Patent and Copyright Agreement</u>: All faculty, staff and other employees, as well as non-employees who participate or intend to participate in teaching and/or research or scholarship projects in the District are bound by this policy.
- 11.13.3 <u>Books, Articles and Similar Works, including Unpatentable Software</u>: Except as stated in this policy, the District does not claim ownership to pedagogical, scholarly, or artistic works, regardless of their form of expression. The District claims no ownership of popular nonfiction, novels, textbooks, poems, musical compositions, unpatentable software, or other works of artistic imagination, which are not institutional works and did not make significant use of District resources or the services of District employees working within the scope of their employment.
- 11.13.4 <u>Institutional Works</u>: The District shall retain ownership of works created as institutional works. Institutional works include works that are supported by a specific allocation of District funds or that are created at the direction of the District for a specific District purpose. Institutional works also include works whose authorship cannot be attributed to one or a discrete number of authors but rather result from simultaneous or sequential contributions over time by multiple faculty and students. For example, software tools developed and improved over time by multiple faculty and students where authorship is not appropriately attributed to a single or defined group of authors would constitute an institutional work. The mere fact that multiple individuals have contributed to the creation of a work shall not cause the work to constitute an institutional work.
- 11.13.5 <u>Use of District Resources</u>: District resources are to be used solely for District purposes and not for personal gain or personal commercial advantage, nor for

any other non-District purposes. Therefore, if the employee/creator of a copyrightable work makes significant use of the services of the District non-faculty employees or District resources to create the work, he/she shall disclose the work to the Superintendent-President of the College and assign the title to the District. Examples of non- significant use include ordinary use of desktop computers, District libraries and limited secretarial or administrative resources. Questions about what constitutes significant use should be directed to the Vice President of Academic Affairs.

- 11.13.6 <u>Determination of Ownership and Policy in Unclear Cases</u>: Questions of ownership or other matters pertaining to materials covered by this policy shall be resolved by the Vice President of Academic Affairs.
- 11.13.7 <u>Assignments</u>: No assignment, license or other agreement may be entered into or will be considered valid with respect to copyrighted works owned by the District except by an official specifically authorized to do so.

Questions regarding licensing and royalty sharing should be addressed to the Office of the Vice President of Academic Affairs.

11.13.8 Explanation of Terms:

- A. <u>Copyrightable Works</u>: Under the federal copyright law, copyright subsists in "original works of authorship" which have been fixed in any tangible medium of expression from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device. These works include:
 - 1. Literary works such as books, journal articles, poems, manuals, memoranda, tests, computer programs, instructional material, databases, bibliographies
 - 2. Musical works including any accompanying words
 - 3. Dramatic works, including any accompanying words
 - 4. Pantomimes and choreographic works (if fixed, as in notation or videotape)
 - 5. Pictorial, graphic and sculptural works, including photographs, diagrams, sketches, and integrated circuit masks
 - 6. Motion pictures and other audiovisual works such as videotapes
 - 7. Sound recordings
- B. <u>Works for Hire</u>: "Works for Hire" is a legal term defined in the Copyright Act as "a work prepared by an employee within the scope of his/her

employment." This definition includes works prepared by employees in satisfaction of sponsored agreements between the District and outside agencies. Certain commissioned works also are works for hire if the parties so agree in writing.

The employer (i.e., the District) by law is the "author," and hence the owner, of works for hire for copyright purposes. Works for hire subject to this principle include works that are developed, in whole or in part, by District employees. For example, under Section 11.13.5 of this policy, significant use of staff or student employee programmers or District film production personnel will typically result in District ownership of the copyright in the resulting work. Where a work is jointly developed by District faculty or staff or student employees and a non-District third party, the copyright in the resulting work typically will be jointly owned by the District and the third party. In such instances, both the District and the other party would have non-exclusive rights to exploit the work, subject to the duty to account to each other. Whether the District claims ownership of a work will be determined in accordance with the provisions of this policy, and not solely based upon whether the work constitutes a work for hire under the copyright law. For example, copyright in pedagogical, scholarly or artistic works to which the District disclaims ownership under this policy shall be held by the creators regardless of whether the work constitutes a work for hire under copyright law. District ownership in a work for hire may be relinguished only by an official of the District authorized to do so by the Governing Board.

11.14 <u>Rules Governing Ownership of Inventions Produced on Sabbatical Leave:</u>

- 11.14.1 The faculty member shall promptly disclose to the District, in writing, all inventions conceived and/or reduced to practice by the employee, either solely or jointly with others, resulting from his/her sabbatical service. The faculty member, unless the District agrees otherwise, shall be obligated to maintain adequate and current written records of any such inventions.
- 11.14.2 All inventions which result from the employee's sabbatical leave are the sole and exclusive property of the District. The employee shall assign to the District all rights, title and interest in and to all inventions conceived and/or reduced to practice by the employee, either solely or jointly with others, which result from the employee's employment with the District while on sabbatical. "Result from the employee's sabbatical service" shall mean the following:
 - A. Inventions developed as part of or in any way connected to the sabbatical project(s); or

- B. Inventions which came into existence during the sabbatical through the substantial use of any all District facilities, property, equipment, materials, etc.
- 11.14.3 The employee shall remain obligated at all times, upon request, to do all lawful acts, including, but not limited to, the execution of papers under penalty of perjury and the giving of testimony, that in the opinion the District, may be necessary or desirable in obtaining, establishing, maintaining and enforcing the District's rights in the inventions, including, but not limited to, obtaining, sustaining, reissuing, extending and enforcing United States and foreign propriety rights, including letter and design patents and copyrights, on all such District inventions, and for perfecting, affirming, maintaining and recording the District's complete ownership and title thereto, and to otherwise cooperate in other proceedings and matters relating thereto.
- **11.15** This article shall not apply to any intellectual property, which would constitute "instructional material" under <u>Education Code</u> section 78906.

ARTICLE 12 SICK LEAVE

12.1 <u>Notification of Illness</u>: In case of illness or injury causing absence, the faculty member is responsible for notifying the division office or the Human Resources Department. Upon return from any absence, the faculty member shall complete the absence form and file it with the immediate supervisor. If not filed within five business days, the immediate supervisor will complete the form, send a copy to the faculty member, and send the original to Human Resources.

12.2 Conditions of Sick Leaves:

- 12.2.1 Whenever a faculty member is absent due to illness or injury, he/she shall receive full salary and fringe benefits for each day of accrued sick leave used.
- 12.2.2 At the beginning of each academic year, every full-time faculty member shall earn 10 days of sick leave annually, which shall accrue from year- to-year without limit. The sick leave days shall be converted to hours for record keeping purposes (10 days x 8 hours per day = 80 hours).

Sick leave used will be charged against sick leave based on a 40-hour workweek (5 workdays x 8 hours per day or 4 workdays x 10 hours per day) as indicated in Article 19.7, professional workload. Example:

Schedule	Absent	Charged
Any 5-day week	Any 5-day week	40 hours
Any 5-day week	Any day in a week	8 hours
3 hours	1 hour	2.67 hours
4 hours	2 hours	4.00 hours
5 hours	2 hours	3.20 hours

A. Any Five-Day Workweek (8 hours per day)

B. <u>Any Four-Day Workweek</u> (10 hours per day)

Schedule	Absent	Charged
Any 4-day week	Any 4-day week	40 hours
Any 4-day week	Any day in a week	10 hours
3 hours	1 hour	3.33 hours
4 hours	2 hours	5.00 hours
5 hours	2 hours	4.00 hours

- 12.2.3 <u>Sick Leave</u>: Adjunct faculty members and full-time faculty with overload assignments shall receive 1.2 hours sick leave for each eighteen (18) hours or pro-rata thereof of adjunct or overload instruction per semester.
- 12.2.4 Upon the first day of service performed during the contract year, faculty members shall receive credit for all sick leave, which their contract provides.
- 12.2.5 Unused sick leave shall accrue without limitation and may be transferred to or from any district in California.
- 12.2.6 Faculty members under contract for less than 100% teaching load shall earn sick leave proportionate to the percentage of full-time contract which they teach.
- 12.2.7 When necessary, qualified substitutes shall cover the scheduled classes, assignments and/or appointments. They will be compensated at the hourly rate.
- 12.2.8 All regular faculty members may use a maximum of (6) days of sick leave annually to attend to the illness of a child, parent, or spouse. All adjunct faculty members may use a maximum of one-half (½) of their earnable sick leave each semester for the same purpose.
- 12.2.9 All faculty members may use accumulated sick leave in cases of serious illness of spouse or child beyond the entitlement in 12.2.8. The faculty member must provide written verification from the ill relative's attending physician of the illness and the need for the faculty member to be absent from duty.
- 2.2.10 An instructional faculty member who is sick and is not able to be physically in the classroom, but who performs his/her duties of class preparation for substitutes and/or who grades assignments or examinations given on that day will receive sick leave credit for the work he/she has done for class preparation.

The time deducted will correspond to the time missed in class or lab. Faculty members who do not do class preparation while ill will not be granted such credit and will have full applicable sick leave deducted as specified in 12.2.4. This provision is not in effect where the District pays a substitute to assume the faculty member's full responsibilities (e.g., hiring a temporary replacement for a faculty member who is on medical leave). The absent faculty member will need to document the work done.

- **12.3** <u>**Retirement Credit**</u>: Unused sick leave shall be counted as days of service for retirement credit. The District shall pay into the retirement fund the total contributions which would be required for comparable service.
- **12.4 <u>Physician's Report</u>:** After an absence of ten (10) business days chargeable to sick leave, the faculty member shall submit a medical release prior to returning to work.
- **12.5** <u>Additional Sick Leave</u>: Without establishing a practice or a precedent, the District may grant a faculty member sick leave in addition to that accrued in anticipation of the faculty member's accruing such leave after his/her return to duties.
- **12.6** Family Leave: Family leave shall be provided in accordance with the state and federal laws. Any amendments enacted by the legislatures shall take effect as provided in the law. Contact the Association and the District Human Resources Department for family leave information.
- **12.7** <u>Catastrophic Leave</u>: Faculty may participate in the catastrophic leave program provided to other District employees. See Article 13.9 for information.

ARTICLE 13 LEAVES OF ABSENCE WITH PAY

All leaves of absence must be supported with an absence report form upon return from the leave. Leaves of absence with pay shall be granted by the District for absence during a faculty member's individual contract period as follows:

13.1 Personal Necessity Leave: Regular faculty members shall be entitled to use five (5) days of their annual sick leave entitlement for personal necessities. Adjunct faculty will receive one day of personal necessity (the equivalent of the employee's workday) for personal necessity. Personal necessity leave shall be granted upon request of the faculty member. The faculty member shall notify his/her immediate supervisor in advance of his/her intended absence except in the case of death, serious illness or accident.

13.2 Bereavement Leave:

- 13.2.1 Regular faculty shall be granted five (5) days paid leave of absence for the following:
 - A. Death of employee's spouse, child, mother or father, or foster parent or step parent;
 - B. Death of other immediate family members if out of state travel is necessary, or if travel is in excess of 200 miles one way.
- 13.2.2 Regular faculty members shall be granted three (3) days of paid leave of absence in the event of the death of other immediate family members if travel is 200 miles or less one way.
- 13.2.3 Other immediate family is defined as grandmother, grandfather, grandchild, aunt, uncle, son-in-law, daughter-in-law, sister, sister-in-law, brother, brother-inlaw of the employee or spouse, foster parent or stepparent of spouse, the parents of the employee's spouse, and any other person living in the immediate household.
- 13.2.4 Adjunct faculty will receive bereavement leave as indicated above. However, the three (3) or five (5) days will include any work normally assigned during three or five consecutive instructional calendar days. For example, an adjunct faculty member is scheduled to work on Tuesday of the five-day workweek; the faculty member is eligible for one day of bereavement leave.
- 13.2.5 Additional days of bereavement leave, if approved, will be deducted from accumulated sick leave.

- **13.3** <u>Jury Duty and Witness</u>: A faculty member who is summoned and reports for jury duty or is subpoenaed and reports as a witness in any judicial hearing shall receive a leave of absence and shall be paid at his/her regular salary rate. A copy of the jury verification form obtained from the court on the reporting day(s) must be attached to the absence report.
- **13.4 Extended Illness Leave:** If a faculty member has utilized all accumulated sick leave and is still absent from duties on account of illness or accident for a period of five school months or less, then the amount of salary deducted in any month shall not exceed the sum which was actually paid a substitute or fifty percent (50%) of the salary due the faculty member during the period of absence, whichever is the lesser amount.
- **13.5** <u>Industrial Illness of Accident Leave</u>: Eligible members of the bargaining unit who sustain an injury or illness arising directly out of and in the course and scope of their employment shall be entitled to industrial accident or illness leave limited to sixty (60) working days per each incident. This leave shall not be accumulated from year to year. Industrial accident or illness leave shall commence on the first day of absence.
 - 13.5.1 When a faculty member is absent from his/her duties on account of an industrial accident or illness, he/she shall be paid such portion of the salary due him or her for any month in which the absence occurs as, when added to his/her temporary disability indemnity under Division 4 or Division 4.5 (commencing with Section 6100) of the Labor Code, will result in a payment to him or her of not more than his/her full salary. The phrase "full salary" as utilized in this subdivision shall be computed so that it shall not be less than the employee's "average weekly earnings" as that phrase is utilized in Section 43 of the Labor Code. For purposes of this section, however, the maximum and minimum weekly earnings set forth in Section 43 of the Labor Code shall otherwise not be deemed applicable.
 - 13.5.2 Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
 - 13.5.3 Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits provided in Sections 87780, 87781 and 87786, and for the purposes of each of these sections, his/her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the employee continues to receive temporary disability indemnity, he/she may elect to take as much of his accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment to him or her of not more than his/her full salary.
 - 13.5.4 During any paid leave of absence, the employee may endorse to the District the temporary disability indemnity checks received on account of his/her industrial

accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the employee for periods covered by such salary warrants.

- 13.5.5 The Governing Board may, by rule or regulation, provide for such additional leave of absence for industrial accident or illness, as it deems appropriate.
- 13.5.6 Medical verification of fitness for resumption of duties may be required by the District.
- **13.6** <u>Emergency Leave</u>: Regular faculty members shall be entitled to one (1) day of paid emergency leave per year. When an emergency happens causing absence, the faculty member shall notify his/her division or the District Human Resources Department. Emergency as used in this section means a sudden unexpected happening, or an unforeseen occurrence or condition, or a sudden or unexpected occasion for action.
- **13.7 Family Leave:** Family leave shall be provided in accordance with state and federal laws. Any amendments enacted by the legislatures shall take effect as provided in the law. Contact the Association and the District Human Resources Department for family leave information.

13.8 Catastrophic Leave:

13.8.1 <u>Definition</u>: Illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which requires the employee to take time off from work for an extended period of time to care for a family member (spouse, child, parent or other family member living in the household), and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all his/her sick leave and other paid time off.

13.8.2 <u>Criteria for Approval</u>:

- A. A catastrophic illness or injury is one which totally incapacitates the employee from work or totally incapacitates an employee's spouse, child, parent or other family member living in the household.
- B. Catastrophic illness or injury may include, but is not limited to; heart attack, stroke, kidney failure, cancer, incapacitating disease, major surgery and/or treatment for life threatening illness or hospitalization as a result of a severe automobile or other accident.

C. Any mental stress related illness shall be excluded.

13.8.3 <u>Eligibility to Receive Catastrophic Leave</u>:

- A. A permanent employee who has previously donated catastrophic leave in the year in which the leave was requested
- B. Exhaustion of all paid eligible leaves (sick leave)
- C. Catastrophic Leave will run concurrently with family leave

13.8.4 <u>Requesting Catastrophic Leave</u>:

- A. The employee must complete a Catastrophic Leave Request form, attach medical verification from a licensed physician which defines the catastrophic illness or injury (to include estimated date of return), and submit all documentation to the Human Resources Department.
- B. The employee is entitled to receive all hours donated at the time of solicitation providing the donated leave does not exceed the actual time needed or six consecutive months. An employee is eligible to receive no more than 12 months of paid leave to include all paid leaves noted in 13.8.3B including catastrophic leave.

13.8.5 Catastrophic Leave Donation Eligibility:

- A. A donation is granted and accepted on the basis of time for time, not to include a dollar value.
- B. Employees must donate sick leave annually.
- C. Donation must be a minimum of eight hours (one day) initially, and may be in one-hour increments thereafter for special solicitation to a maximum of 40 hours (one week) for each employee requesting catastrophic leave.
- D. When donating sick leave, the donating employee must maintain a minimum of a two-year entitlement for his/her own illness (20 days = 160 hours).
- E. Donations are irrevocable.
- F. Employees wishing to donate must complete the appropriate form and

submit it to the Human Resources Department.

G. Leave donated and not used by the requesting employee will be banked for future employees

13.8.6 Catastrophic Leave Process:

- A. The Human Resources Department will verify the information submitted on the Request for Catastrophic Leave form and will forward a copy to the collective bargaining representative.
- B. The catastrophic leave request will be reviewed by the bargaining unit representative and the Human Resources Department to determine if the criteria have been met.

13.8.7 Annual Solicitation:

- A. Employee groups who have a catastrophic leave provision in their collective bargaining agreement or policy manual may contribute and receive benefits.
- B. Eligible employees must contribute annually during the open enrollment period, which will be the month of September (September 1 through the last working day of the month).
- C. Minimum contribution rate at each annual solicitation is 8 hours (one day).

13.8.8 Special Solicitation:

- A. After approval of a catastrophic leave request, the Human Resources Department will send a memo to bargaining unit members and other employee groups who have a catastrophic leave provision requesting donations.
- B. The request for donations will not include the recipient's name and must be kept confidential unless permission is given by the employee; other information related to the request will be kept confidential.
- C. A contribution during a special solicitation does not constitute enrollment in the plan.
- D. Employees may donate increments of one hour to a maximum of 40 hours. The donated leave not used by the employee will be banked.

13.8.9 <u>Termination of Leave</u>:

- A. Donated leave has been exhausted.
- B. Employee has been in paid catastrophic leave status for six (6) consecutive months.
- C. Resignation
- D. Service or disability retirement of the employee.
- E. Death of the ill or injured person.
- F. Notification by the employee that the bank utilization is no longer needed.
- G. All paid leave has exceeded 12 months (13.9.4B).

13.9 Banked Leave:

- 13.9.1 Regular Faculty may bank overload hours as a form of overload compensation.
 - A. Faculty may bank up to one class worth of overload per semester and one summer class.
 - B. Counselors and Librarians may bank overload hours for non-teaching assignments up to an equivalent of 20% overload per semester and summer hours up to 20%.
 - C. Banked leave will accrue at applicable adjunct parity ratio; see Appendix IV.
 - D. Faculty are limited to banking one (1) year of total leave time.
 - E. Faculty may redeem banked leave in one (1) semester or full-year increments.
 - F. Faculty may redeem leave at times mutually agreed upon by the faculty member and the supervising dean.
 - G. A faculty member with an unused banked leave balance at the time of severance from the District will receive monetary compensation for the banked time. The rates of payment will reflect the hourly overload pay rates in effect at the time the leave was banked.
 - H. Monetary compensation for banked leave is not available while a member remains employed by the district.

ARTICLE 14 LEAVES OF ABSENCE WITHOUT PAY

- **14.1** <u>Eligibility</u>: Faculty members shall be eligible for leaves of absence under this Article at any time after the effective date of their contract.
- **14.2** <u>Application</u>: A faculty member who requests a leave of absence shall make written application to the College. The application shall state the reason for and the length of the requested leave.
- **14.3** <u>Health Leave</u>: Faculty members may be granted, upon request, a leave of absence without pay for the remainder of the current semester or for a full semester for verified reasons of physical or mental health for themselves or any member of the immediate family. A written verification by the attending physician to the effect that the faculty member or a member of the immediate family justifies such leave is required. The faculty member shall notify the District of the intended return date at least 45 calendar days in advance. The leave request will be considered based on programmatic needs of the college and the needs of students. Leaves granted under this provision may be considered and extended for varying periods based upon a case-by-case analysis of need.
- **14.4 Exchange Teaching Leave:** An unpaid leave of absence of not more than one academic year may be granted for exchange teaching.
- **14.5** <u>Military Leave</u>: Faculty will be granted military leave in accordance with the provisions of the California Education Code and of the Military and Veterans Code.
- **14.6 Professional Growth Leave:** The College may grant a faculty member an unpaid leave of absence of up to one (1) year for professional development which shall include, but shall not be limited to, additional schooling and/or training, involvement in research efforts, scholarly pursuits, and acceptance of long-term assignments to other higher education institutions, agencies, corporations, foundations, or governments. A faculty member may submit request for extension of professional growth leave.
 - 14.6.1 The faculty member on such leave shall notify the District of an intended return at least twelve (12) weeks in advance of the anticipated first day of service.
 - 14.6.2 The faculty member on such leave shall be entitled to return to employment at the end of the leave.
- 14.7 <u>Family Leave</u>: Family leave shall be provided in accordance with state and federal laws. Any amendments enacted by the state and federal legislatures shall take effect as provided in the law. Contact the Association and the District Human Resources

Department for family leave information.

14.7.1 <u>Parental Leave</u>: A parental leave of absence without pay shall be granted to a faculty member as follows:

A faculty member who is pregnant or is preparing to adopt a child shall be granted, upon request, a leave without pay to begin upon birth of the child and/or upon completion of paid pregnancy disability or actual placement of an adopted child in the home for one (1) year after a child is born or adopted. The employee shall request the leave in writing to the Director of Human Resources and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which the leave is to begin. The District may request a copy of the birth certificate of the child. A faculty member who is pregnant may continue in active employment as late into pregnancy as she desires, provided that her physician determines that she is medically able.

- 14.7.2 <u>Paternity leave</u>: Upon request, the District shall grant a male faculty member who is or is preparing to be a natural or adopting parent an unpaid leave of absence of up to one (1) year. The faculty member shall notify the college in writing of his desire to take such leave and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which the leave is to begin.
- **14.8** Other Leaves without Pay: The District may grant unpaid leaves of absence to faculty members for reasons not previously mentioned in this article, without establishing a practice or precedent.
- **14.9** Legislative Leave: A faculty member who is elected to the Federal or State Legislature shall be entitled to an unpaid leave of absence for the length of the term or terms of office, not to exceed six (6) years.
 - 14.9.1 The faculty member on such leave shall notify the District of an intended return at least twelve (12) weeks in advance of the anticipated first day of service.
 - 14.9.2 The faculty member on such leave shall be entitled to return to employment at the end of the leave.

14.10 Conditions:

14.10.1 At the expiration of the leave of absence of a faculty member, the faculty member shall be reinstated in accordance with the provisions of the <u>Education Code</u>.

- 14.10.2 No leave of absence when granted to a contract employee shall be construed as a break in the continuity of service required for the classification of the employee unless so provided in the <u>Education</u> <u>Code</u>.
- 14.10.3 A faculty member taking leave of absence under this article may, provided the premiums are paid by the employee in advance monthly, receive during his/her leave all health and welfare benefits, to the extent allowed by the applicable carrier and Joint Powers Authorities (JPA), if any.
- 14.10.4 Notice of intent to return to the District must be received no later than October 1 for the spring semester and April 1 for the fall semester except where otherwise specified in this article.

ARTICLE 15 GRIEVANCE PROCEDURES

15.1 <u>Purpose</u>: To provide an orderly procedure for reviewing and resolving grievances promptly.

15.2 <u>Definitions</u>:

- 15.2.1 A "grievance" is a written claim by the Association or a faculty member that there has been a violation, misapplication, or misinterpretation of any of the provisions of this Agreement.
- 15.2.2 A "grievant" is the person or persons, including the Association or representatives thereof, making the claim.
- 15.2.3 A "day" (for the purposes of this grievance policy) is any calendar instructional day.
- 15.2.4 The "immediate supervisor" is the first administrator having immediate jurisdiction over the grievant.
- **15.3** <u>**Time Limits:**</u> It is important that grievances be processed as rapidly as possible within the time limits specified at each level. Every effort shall be made to expedite the process. The time limits may, however, be extended or shortened by mutual written agreement. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the academic year and, if left unresolved until the beginning of the following academic year, could result in harm to the grievant, the time limits set forth herein shall be reduced so that the procedure may be included prior to the end of the academic year or as soon thereafter as possible.
- **15.4 Procedure:** Anyone filing a grievance shall have tried to solve the problem in an informal way by meeting with his/her immediate supervisor(s) before Level One. Attendance at the informal meeting is normally between the employee and the immediate supervisor, but an employee may request Association representation if deemed prudent by the employee with at least one working day's notice to the supervisor. When a grievance is not appropriate to address at Level One, the District and the Association shall mutually agree that the Association may initiate the grievance at Level Two. In this case, the grievance statement shall be submitted at Level Two.

15.4.1 Level One

A. A grievance must be filed within 30 days after the grievant knew or should have known of the event or situation which gave rise to the grievance. A

grievant who files a grievance shall first fill out Level One of the Grievance Form, have it time-stamped by the Human Resources Department. The grievant shall leave a copy with the Human Resources Department. The Human Resources Department shall be responsible for notifying the grievant's immediate supervisor. The grievant shall provide notification and a copy of the grievance to the Association if the Association is not responsible for filing the grievance.

- B. The statement of the grievance on the Grievance Form must include the following information:
 - 1. Name and position of the grievant
 - 2. The date on which the event or situation which gave rise to the grievance occurred or the date on which the grievant knew or should have known of the event or situation
 - 3. A statement of facts giving rise to the grievance
 - 4. Identification of all the provisions of this agreement claimed to have been violated, misinterpreted, or misapplied
 - 5. The date of the initial submission of the grievance in writing (Level One)
 - 6. The remedy or correction being sought
- C. The Grievance Form is included in Appendix V of this contract. The immediate supervisor shall meet with the grievant and respond to him/her in writing within ten (10) days of receipt of the grievance.

15.4.2 Level Two

- A. If the grievant is not satisfied with the results of his/her grievance at Level One, he/she may continue to Level Two. The grievant shall fill out and file Level Two of the Grievance Form with the Office of the Superintendent/President within ten (10) days of the written response by the grievant's immediate supervisor. On the same day, a copy of the Level Two Grievance Form must be received by the Association president.
- B. The Superintendent/President or his/her designee shall respond in writing to the grievant and the Association within ten (10) days of the filing of the Level Two grievance.

15.4.3 Level Three

 A. If the grievant is not satisfied with the disposition of his/her grievance at Level Two, or if no written decision has been rendered within ten (10) days, he/she may request within ten (10) days that the Association file for binding arbitration. If the Association decides to file for binding arbitration, it must complete Level Three of the Grievance Form and submit it to the Superintendent/ President within fifteen (15) days of the request by the grievant.

- **15.5** <u>State Mediation and Conciliation Service</u>: The Association and the District shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) days of the Association's submission of the grievance to arbitration, the parties shall request a list of eleven (11) arbitrators from the State Mediation and Conciliation Service. The arbitrator shall be selected from the list supplied by SMCS through a process of alternately striking names. A flip of the coin shall determine which party strikes first.
- **15.6** <u>Powers of the Arbitrator</u>: The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall not have the power to add to or subtract from or modify any of the terms of this Agreement. The decision of the arbitrator will be submitted to the District and the Association and will be final and binding upon the parties of this Agreement. All costs for the services of the arbitrator, including per diem expenses, if any, and travel and subsistence expenses, and the cost of any hearing room, shall be borne equally by the District and the Association. All other costs shall be borne by the party incurring them.</u>

15.7 <u>Rights of Faculty Members to Representation</u>:

- 15.7.1 No reprisals of any kind shall be taken by the Board or by any member or representative of the District or College administration against any grievant, any member of the Association, or any other participant in the grievance procedure by reason of such participation.
- 15.7.2 A faculty member may be represented at Levels One and Two of the grievance procedures by himself/herself and/or by a member of the Association's Grievance Committee or CTA Executive Board. If a faculty member is not represented by the Association, the Association shall have the right to be present and/or state its views at all stages of the grievance procedures. Should the Association waive its right to be present and/or state its views at any formal level stage of the procedure, the Association shall retain the right to do so at any or all subsequent formal level stage of the grievance procedure.
- **15.8 Grievance Records:** All documents, communications, and records dealing with the processing of a grievance shall be confidential, shall be filed in a separate grievance file, and shall not be kept in the personnel file of any of the participants. All records used in this grievance procedure, which may have derived from personnel files maintained by the District, shall be returned to those files without indication that they maintained by the District, shall be returned to those files without indication that they

have been used in this grievance procedure.

- **15.9** Failure to Render a Decision: Failure to render a decision at any step of this procedure within the specified time limits shall permit the grievance to proceed to the next step.
- **15.10 Failure to Appeal:** Failure of the grievant to appeal a decision at any step within the specified time shall constitute a withdrawal of the grievance. Any step or time limitation of the grievance procedure may be waived by written mutual agreement of the District and the grievant.
- **15.11** <u>Time for Grievance Procedure</u>: A maximum of four (4) representatives of the Association shall have the right to receive reasonable periods of time without loss of compensation for the purpose of the grievance processing.

ARTICLE 16 FACULTY / MANAGEMENT RIGHTS

- **16.1** <u>**Consultation**</u>: Individual faculty members shall have the right of consultation with their immediate supervisors.
- **16.2** <u>Analysis of Instructional Program</u>: Faculty members shall be entitled to meet and consult in the analysis and/or evaluation of the instructional programs for their division before such programs are changed or implemented.
- **16.3 Capital Outlay:** Association designated division faculty shall be consulted on matters of capital outlay, building improvement, or remodeling, and facilities planning and construction in instances in which such matters directly impact the faculty.
- **16.4 Announcement of New Regular Faculty Positions**: When a regular faculty position opens in the District, all adjunct faculty will be notified via email in advance when a full-time position is offered.
- **16.5 <u>Right to an Interview:**</u> Adjunct faculty who are currently employed with the District and have earned priority assignment status (see 19.3.3-A) shall be given priority consideration to interview for Full-Time positions in their respective disciplines; see Article 19.3.5 for additional details.
- **16.6 Supervision, Discipline, Evaluation:** No faculty member shall supervise, discipline, or evaluate (except as stated in Article 4) any other member of the bargaining unit.
- **16.7** Both the Association and the District shall have the rights reserved to them by the California <u>Education Code</u>, <u>Government Code</u>, and any other applicable laws.

16.8 <u>Rules Governing Ownership for Intellectual Property:</u>

- 16.8.1 <u>General Policy Statement</u>: The District and the Association have a mutual interest in establishing an environment that fosters and encourages the creativity of individual faculty members. In accordance with this mutual goal, the purpose of this Article is to identify the owners of the copyrights and patents to certain works and inventions that may be created by the faculty members.
- 16.8.2 <u>Intellectual Property Agreement</u>: All faculty, staff and other employees, as well as non-employees who participate or intend to participate in teaching and/or research or scholarship projects in the District are bound by this policy.

16.8.3 Explanation of Terms:

- A. "<u>Copyrightable Work</u>" or "Works": Copyrightable protection subsists in original works of authorship fixed in any tangible medium of expression from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device. These works include:
 - 1. Literary works such as books, journal articles, poems, manuals, memoranda, tests, computer programs, instructional material, databases, bibliographies
 - 2. Musical works including any accompanying words
 - 3. Dramatic works, including any accompanying words
 - 4. Pantomimes and choreographic works (if fixed, as in notation or videotape)
 - 5. Pictorial, graphic and sculptural works, including photographs, diagrams, sketches, and integrated circuit masks
 - 6. Motion pictures and other audiovisual works such as videotapes
 - 7. Sound recordings
 - 8. Architectural works
 - 9. Compilations, collective works and derivative works
- B. <u>"Invention"</u>: Inventions shall include any discovery, invention, process, composition of matter, article of manufacture, know-how, design, technological development or patentable biological material.
- C. "<u>Work for Hire</u>": Work for hire shall have the same meaning as provided under 17 U.S.C. § 101 of the Copyright Act except as provided in this agreement. A work for hire under the Copyright Act is a "work prepared by an employee within the scope of his/her employment" or a "work specially ordered or commissioned". The District by law is the "author" of works created for hire, and hence the owner, of works for hire for copyright purposes. Work for hire under this agreement shall include institutional works and work prepared with substantial support by the District. Work for hire under this agreement shall not include works, which the District disclaims ownership regardless of whether the work constitutes a work for hire under copyright law. The District claims no ownership of popular nonfiction, novels, textbooks, poems, music composition, unpatentable software, or other works of artistic imagination, which are not institutional works and did not make significant use of District resources or the services

of District employees working within the scope of their employment.

- D. "Institutional Work": The District shall retain ownership of works created as institutional works. Institutional works include works that are supported by a specific allocation of District funds or that are created at the direction of the District for a specific District purpose. Institutional works also include works whose authorship cannot be attributed to one or a discrete number of authors but rather result from simultaneous or sequential contributions over time by multiple faculty and students. For example, software tools developed and improved over time by multiple faculty and students where authorship is not appropriately attributed to a single or defined group of authors would constitute an institutional work. The mere fact that multiple individuals have contributed to the creation of a work shall not cause the work to constitute an institutional work.
- E. <u>"Non-significant Use/Support</u>": Non-significant support consists of resources that are customarily available or provided in the course of the faculty member's usual assignment. Examples of non- significant support include ordinary use of an office and telephone, desktop computers, District libraries and limited secretarial or administrative resources.
- F. "<u>Substantial Use/Support</u>": Substantial use of District resources means financial support over and above the cost of the faculty member's normal compensation, office space, office computer, local telephone use, minimal office supplies and copy services. Examples of substantial support include the cost of providing secretarial, technical, legal or creative services specifically for the creation of a work, as well as the cost or value of the use of expensive District equipment or facilities (such as film, television or recording studio).
- G. "<u>Assignment</u>": No assignment, license or other agreement may be entered into or will be considered valid with respect to copyrighted works owned by the District except by an official specifically authorized to do so. An assignment is a transfer in copyright or patent ownership. An assignment must be in writing and signed by the transferor.
- H. "<u>License</u>": A license means permission to use a work. A "non- exclusive license" is one that gives permission to use a copyrightable work or a patent while that same copyrightable work or patent may also be used by the party who gave the permission and by others to whom permission is also given.
- 16.8.4 <u>Copyright Ownership by Faculty Members</u>: Faculty members will own the copyrights to works created by them, with non-significant support from the

District, in connection with the courses they teach, or other duties they perform as faculty members while they are employed by the District.

- 16.8.5 <u>Copyright Ownership by the District</u>: District resources are to be used solely for District purposes and not for personal gain or personal commercial advantage, nor for any other non-District purposes. The District will own the copyright to any works created with substantial support from the District and any works created as institutional works.
- 16.8.6 Except as stated in this agreement, the District does not claim ownership to pedagogical, scholarly, or artistic works, regardless of their form of expression. The District claims no ownership of popular nonfiction, novels, textbooks, poems, musical compositions, unpatentable software, or other works of artistic imagination, which are not institutional works and did not make substantial use of District resources or the services of District employees working within the scope of their employment. The District will own the copyright to any work created with substantial support from the District.

16.8.7 Rules Governing Ownership of Inventions Produced by Employees:

- A. <u>Disclosure Requirement</u>: The faculty member shall promptly disclose to the District, in writing, all inventions conceived and/or reduced to practice by the employee, either solely or jointly with others, resulting from substantial support from the District and/or institutional works. The faculty member, unless the District agrees otherwise, shall be obligated to maintain adequate and current written records of any such inventions.
- B. <u>Ownership of Inventions</u>: All inventions which result from institutional works are the sole and exclusive property of the District. Nothing in this article shall prevent an employee from seeking to attain ownership of an institutional work created with substantial support from the District by offering to negotiate the transfer of ownership from the District to the employee. Inventions produced by employees with non-significant support from the District remain the sole and exclusive property of the employee. The District shall have a non-exclusive license to utilize (otherwise known as a "shop right") any employee inventions created within the scope of employment but produced with non-significant support from the District.
- C. <u>Employee Obligations</u>: The employee shall remain obligated at all times, upon request, to do all lawful acts, including, but not limited to, the execution of papers under penalty of perjury and the giving of testimony, that in the opinion of the District, may be necessary or desirable in obtaining, establishing, maintaining and enforcing the District's rights in the inventions, including, but not limited to, obtaining, sustaining, reissuing, extending and enforcing United

States and foreign propriety rights, including letter and design patents and copyrights, on all such District inventions, and for perfecting, affirming, maintaining and recording the District's complete ownership and title thereto, and to otherwise cooperate in other proceedings and matters relating thereto.

- 16.8.8 <u>Copyright patent Registration</u>: Responsibility for registration of copyrights and patents shall lie with the owner of the copyrights and patents.
- 16.8.9 <u>Assignments and Licenses</u>: No assignment, license or other agreement may be entered into or will be considered valid with respect to copyrights and patents owned by the District except by an official specifically authorized to do so.
- 16.8.10 This article shall not apply to any intellectual property which would constitute "instructional material" under Education Code section 78900.
- 16.8.11 The District shall retain a license in any work(s) created and owned by the faculty member upon the faculty member's separation of employment with the District.
- **16.9** <u>Academic Freedom</u>: It shall be the policy of the District to maintain and encourage full freedom for its faculty to teach, research and pursue knowledge as set forth in this Article and applicable provisions of law.
 - 16.9.1 In the exercise of this freedom the faculty member may, as provided in the U.S. and California Constitutions and other applicable laws, discuss his/her own subject or area of competence in the classroom, as well as any other relevant and controversial matters, so long as he/she distinguishes between personal opinions and factual information and does not interfere with completing the course content.
 - 16.9.2 Faculty members shall be free to exercise academic freedom including freedom of investigation, freedom of discussion in the classroom, freedom to select texts and other instructional materials, freedom of assignment of instructional exercises, and freedom of evaluation of student efforts. The District shall not interfere with a faculty member's freedom of speech or use of materials in any teaching assignment, except as allowed by law.
 - 16.9.3 Faculty shall be free from unlawful harassment or from unlawful interference or restrictions based on political views.
 - 16.9.4 The District shall not unlawfully inquire into, nor predicate any adverse action upon a faculty member's personal, political or organizational activities or preferences.

16.9.5 Faculty shall be free from any and all forms of electronic or other listening or recording devices, including digital surveillance of distance education courses, except with his/her express and non-continuing consent except as provided by Article 4.5.

16.10 Personal Freedom:

- 16.10.1 The personal life of a faculty member is not an appropriate concern of the District for the purposes of evaluation or disciplinary action unless it prevents the faculty member from performing his/her assigned duties or it calls for discipline under the provisions of the Education Code.
- 16.10.2 A faculty member shall be entitled to the full rights of citizenship and no religious or political activities, or lack thereof, of any unit member shall be used for purposes of disciplinary action.

16.11 Due Process / Progressive Discipline

16.11.1 General Provisions

- A. The District may discipline a unit member only for just cause.
- B. Discipline shall follow the procedures of progressive discipline outlined in the provision of Article 16.10.3 below.
- C. The District shall base the initiation of these procedures upon credible knowledge of the alleged violation. In no event shall discipline be based upon unsupported complaints and/or hearsay.
- D. Issues or problems relating to the performance of non-instructional duties of all faculty shall be dealt with under this Article.
- E. Disciplinary issues not related to instruction shall not be included in the evaluation.
- F. If a complaint against a unit member may lead to employee discipline, then the provisions of this article shall be followed.

16.11.2 <u>Representation</u>

- A. At all stages of the disciplinary process, prior to arbitration, a unit member shall have the right, at his/her request, to representation by the Association, or to represent himself/herself, or to be represented by any other person of his/her choice, so long as that other person is not a representative of another employee organization.
- B. If the District is notified by a unit member that he/she has elected to be represented by himself/herself or by someone other than the

Association, the District shall promptly notify the Association of that fact.

16.11.3 Progressive Discipline

- A. By April 1 of each academic year, the District and the Association shall make every effort to review, revise, and publish annually a guide for all faculty of common rules, regulations, and statues that may lead to discipline. This Article does not indemnify faculty against charges and possible disciplinary action that may not be enumerated in the guide or if the guide is not published. The latest edition of the guide will serve as the official publication.
- B. Any discipline shall be based on credible, verifiable knowledge.
- C. The following progressive discipline procedures will be applied, except where the serious nature of the alleged conduct justifies bypassing the steps outlined below. The determination as to whether or not the serious nature of the conduct warranted by bypassing progressive discipline steps and going directly to a suspension with or without pay shall be submitted directly to Level II of the grievance process. "Without pay" shall mean a unit member's per diem wage, not including medical benefits.
 - <u>Oral Counseling / Warning</u>: The District shall first issue an oral counseling/warning before imposing further discipline. Oral counseling/warning may result in a post-conference summary memorandum. Post-conference summary memorandum will not be placed in the unit member's personnel file; however, the summary memorandum will only be kept in a separate confidential file maintained and accessed only by the Director of Human Resources.

Provided there has been no repetition of a similar kind of conduct for a period two years (24 months) following an oral counseling/warning, all records of the oral counseling/warning will be promptly destroyed.

2. <u>Written Warning</u>: Written warnings will not be used unless the unit member has been orally warned about similar actions within two years (24 months) prior to the date of the last occurrence. Written warnings will not be placed in the unit member's file; however, the summary memorandum will only be kept in a separate confidential file maintained and accessed only by the Director of Human Resources.

Provided there has been no repetition of a similar kind of conduct for

a period of three years (36 months) following a written warning, all records of the written warning will be promptly destroyed.

3. <u>Written Reprimand</u>: Written reprimands will not be used unless the unit member has received a written warning about similar actions within three years (36 months) prior to the date of the last occurrence. The unit member will sign the reprimand to acknowledge receipt and a copy may be placed in the unit member's personnel file.

The employee may attach a statement of rebuttal which shall be permanently attached to the reprimand.

Provided there has been no repetition of a similar kind of offense for a period of four (4) years following a written reprimand, the written reprimand shall be promptly removed from the employee's personnel file.

The written reprimand shall be removed upon the request of the unit member or the Association.

- 4. Purging of the files will occur in the absence of further disciplinary issues.
- 16.11.4 <u>Suspension and Dismissal</u>: Suspension or dismissal of contract and regular faculty will be conducted in accordance with the procedures provided in the California <u>Education Code</u> section 87660 et seq.

16.11.5 Statements and Documents:

- A. The District shall advise all complainants that retaliation is precluded by Board Policy and Education Code. Faculty shall not engage in acts of retaliation.
- B. The District shall advise complainants that no charges will be filed against a faculty member without credible and verifiable evidence.
- C. The District shall keep all information or proceedings regarding any proposed or actual disciplinary action confidential.

ARTICLE 17 CONDITIONS OF EMPLOYMENT

17.1 <u>Schedule of Payment</u>: Faculty members shall have the option to be paid monthly over the entire year or monthly over the first ten (10) months of the contract year. Any continuing faculty member who wishes to change his/her payment schedule shall notify the Human Resources Department by **August 1**. Employees who begin employment other than the beginning of the contract year shall be paid monthly through May. They may at the time of employment choose the 12-month schedule beginning the following academic year. The first period shall end at August 31, at which time the first salary payment shall be made. Employees may pick up their checks, or have them mailed to a designated address. Paychecks will be available for distribution or automatic deposit no later than 11:00 a.m. of the last working day of the month.

17.2 Faculty Scheduling:

- 17.2.1 Where off-campus assignments become a necessary part of the responsibilities of the faculty of a division or service area, and sufficient faculty do not choose to work these assignments, the division Dean shall rotate assignments on a seniority basis within the faculty member's discipline.
- 17.2.2 Faculty assigned to travel to more than one work site during a workday who use their privately-owned vehicle for transportation shall be reimbursed from their primary work site to a secondary work site and the return trip to the primary work site or residence, whichever is closer.
- 17.2.3 If a faculty is assigned to a location other than their primary assignment site and the faculty member is required to use a privately-owned vehicle, the District shall reimburse the faculty member for the round-trip distance traveled to the off-campus site in excess of the round-trip distance from the faculty member's residence to their primary work site. The District does not pay mileage costs from residence to campus.
- **17.3** <u>Faculty Offices</u>: The District shall provide reasonable office and work space for use of regular faculty members. Office space and workspace shall be provided for adjunct faculty whenever and wherever available.
- **17.4 Parking:** The District shall provide a free parking space to accommodate one vehicle for each faculty member in designated parking lots located as nearly as possible to faculty member's offices. Faculty members shall be provided a parking permit for each vehicle used for transportation to and from work.
- 17.5 Faculty and Staff Meetings: Any faculty and/or staff meeting called by the District,

management or a division or area shall be scheduled on days within the 175-day calendar as outlined in Article 22.

- **17.6** <u>Overnight Respite</u>: A faculty member teaching an evening class as a part of their regular assignment shall be provided no less than twelve (12) consecutive hours elapsed time between the end of the last regularly assigned class on one day and the beginning of the first regularly assigned class on the following day except as he/she might otherwise agree. Hourly assignments (overload) are not included.
- **17.7** <u>Assignment of Course Offerings</u>: Continuing faculty members shall be notified at least five (5) weeks in advance of a given academic session of their course schedule for the ensuing academic term. New faculty members will be notified of their course schedule upon their acceptance of employment. Each faculty member may meet with his/her immediate supervisor to modify or otherwise alter said schedule if adjustments are necessary during the five (5) week period. All course schedule assignments and changes will be in writing.
- **17.8** <u>Safety and Health</u>: The District shall provide and maintain facilities, equipment, and a general educational environment which does not endanger the health or safety of faculty members. Faculty members shall not be required to work under unsafe conditions or to perform tasks which endanger their health, safety or well-being as determined by Cal OSHA standards. In order to ensure safe and healthful working conditions for District employees, all unsafe working conditions shall be reported to the immediate supervisor, the Program Coordinator for the Injury and Illness Prevention Program (Vice President, Finance and Administrative Services), or a member of the District Safety Committee.

ARTICLE 18 ASSOCIATION RIGHTS

- **18.1** <u>Orientation</u>: The Association shall be given the opportunity to have a representative attend and make a presentation at the conclusion of orientation meetings held for new faculty.
- **18.2** <u>Distribution</u>: The Association shall have the right to use designated employee bulletin boards, District mailboxes and mail distribution service subject to reasonable regulation. All materials posted or distributed shall clearly contain Association identification.
- **18.3** <u>Meeting Facilities</u>: The District shall provide meeting facilities for the Association provided space is not otherwise in use. No cost for the use of the facilities will be charged unless extra set up or custodial charges are incurred by the District, in which case the Association shall reimburse the District at cost.
- **18.4** <u>Board Minutes</u>: The District shall furnish the Association with one (1) copy of all official minutes and one (1) copy of each Board agenda "Packet," excluding all confidential information or materials as defined by applicable law.
- **18.5** <u>Membership List</u>: The District shall furnish the Association with a list of names and job titles for all regular and adjunct faculty members no later than the third week after the first census week of each semester.

18.6 <u>Reassigned Time</u>:

- 18.6.1 <u>Association Responsibilities</u>: The District shall grant 80% reassigned time from classroom duties for faculty matters to be determined by CTA for the life of this agreement. CTA shall notify the Vice President of Academic Affairs, in writing, no later than May 1 each year of the assignments for the subsequent academic year.
- 18.6.2 <u>Academic Senate Responsibilities</u>: The District shall grant 80% reassigned time from classroom duties to the following: 50% for Academic Senate President and 30% for Curriculum Committee Chair.
- 18.6.3 CTA may request additional reassigned time for the assignments noted above from the Vice President of Academic Affairs or Vice President of Student Services. If the released time is approved, the CTA shall reimburse the District the annual cost of the replacement to include salary and benefits.
- **18.7** The Association and the District shall each have the rights reserved to it by the <u>Government Code.</u>

ARTICLE 19 WORKLOAD

- **19.1** The District recognizes that there are a number of different kinds of professional responsibilities being performed by members of the unit and that said members may best discharge their professional duties by following varied academic work patterns.
 - 19.1.1 An instructor contact hour is defined as fifty (50) clock minutes of instruction. No more than one classroom clock hour shall be counted in a sixty-(60) minute clock hour.
 - 19.1.2 The following categories of modes of instruction are recognized and shall be weighted with activity points to establish equity.
 - A. <u>Category 1 Courses</u>: Category 1 courses (CAT1) require a minimum of one
 (1) hour outside the classroom for instructor preparation, evaluation, performance, set-up or breakdown, and rehearsal for each hour of class.
 - B. <u>Category 2 Courses</u>: Category 2 courses (CAT2) require less than one (1) hour of instructor time outside class in preparation, evaluations, and facilities set-up or breakdown.
 - C. <u>Category 3 Courses</u>: Category 3 courses (CAT3) require less instructor time outside class in preparation, evaluation, facilities set up or breakdown than Category 1 and 2 courses.
 - D. <u>Combination</u>: Courses designated to include a combination of instructional modes may be designated as Category 1 in part, Category 2 in part, and as Category 3 in part.
 - 19.1.3 All faculty will develop and assess SLOs/SAOs.

19.2 <u>Regular Faculty Instructional Workload</u>:

- 19.2.1 The classroom teaching workload formula shall be based on the number of weekly teacher classroom contact hours. Using the following course category and point system, the classroom workload for a regular instructor shall be 45 activity points with the following exceptions:
 - A. The workload for regular faculty coaches shall include:
 - <u>Head Coaches</u>: eleven (11) hours per week of coaching time, in season, and three (3) hours per week of recruiting during the off season.
 - <u>Assistant Coaches</u>: nine (9) hours per week of coaching time in season.

- 19.2.2 Category 1, 2 or 3 placement of new classes or changes in categories shall be determined jointly by division members and divisions deans and submitted as part of the course proposal to the Curriculum Committee.
- 19.2.3 Classroom workload activity points for the above categories shall be allocated as follows:
 - A. Category 1 (one hour per week) = 3.0 activity points
 - B. Category 2 (one hour per week) = 2.5 activity points
 - C. Category 3 (one hour per week) = 2.0 point
- 19.2.4 Additional classroom workload activity points shall be used in calculating the workload for instructors who are teaching large lecture classes according to the following scale:

Total Number of Students*	Total Contact Hour Activity Points
61-80	4.0
81-100	5.0
101-120	6.0
121-140	7.0
141+	Add 3.0 for each additional 20 students

* The number of students is defined as the number of students enrolled in the first census week report issued by the Office of Admission and Records. Classes meeting more than one (1) hour per week shall multiply the contact hour activity points times the number of hours per week that the class meets.

Upon mutual agreement by the associated dean and faculty member, if it makes pedagogic sense, classes can be offered with double the class maximum in exchange for 1.5 times the normal compensation. The double-sized class counts as 1.5 classes in faculty member's load. The class must be scheduled as double-sized, and enrollment must reach the class size ratio required by the class cancelation policy (Article 19.5).

Team-taught and learning community classes are excluded.

- 19.2.5 Faculty assignments shall be made by management in consultation with faculty; however, management retains the right to make assignments and reassignments of faculty.
- 19.2.6 Assignment of instructors in Category 1 classes may not exceed preparation for

three different subjects in any one semester unless the faculty member so agrees. Combined levels of the same subject taught at the same times and days will be considered as one preparation.

- 19.2.7 A faculty member has the option to teach a reduced load at reduced pay and benefits.
- **19.3** Team Teaching and Split Loads: The District and the CTA share recognition of the potential benefits to all parties that can result from a mutual agreement between involved faculty members and the respective dean or deans to split a course assignment to include more than one faculty member. Examples of such benefits include:
 - Improving the quality of academic program offerings by enabling the inclusion of content specialists as instructors in a single course.
 - Reduce adjunct faculty turnover and associated hiring costs by providing improved adjunct scheduling flexibility that provides more options to enable the faculty member to more closely approach the 67% workload limit.
 - 19.3.1 <u>Assignment of Split Load Within an Academic Course</u>: Division of workload assignments within any particular academic course between faculty members exists as a scheduling option provided the total workload assignments conform to the parameters and limits associated with the Education Code of California and the local Collective Bargaining Agreement. In the event that a split-load arrangement between faculty members with different disciplinary expertise meets the course objectives outlined in the Course Outline of Record, the load may be split between instructors from different disciplines. The proportionate load assignments will reflect the proportion of material requiring the respective disciplinary expertise of each instructor. Instructional split-load assignments may assume any of the following combinations of faculty members:
 - A. <u>Full-Time Faculty Member and Full-Time Faculty Member</u>: This option may be used to bring either of the full-time faculty members up closer to the required activity points, equal to the activity points, or over and above the activity points into overload not to exceed 72 activity points.
 - B. <u>Full-Time Faculty Member and Adjunct Faculty member</u>: This option may be used to bring the full-time faculty member up closer to the required activity points, equal to the activity points, or over and above the activity points into overload not to exceed 72 activity points in combination with increasing the workload of an adjunct faculty member up closer to or equal to the 30-activity point limit.

C. <u>Adjunct Faculty Member and Adjunct Faculty Member</u>: This option may be used to either bring the adjunct faculty members up closer to or equal to the 30-activity point limit.

19.3.2 <u>Reassignment of Split Load from an Academic Course</u>:

- A. <u>Full-Time Faculty Member and Full-Time Faculty Member</u>: If two full-time instructors are assigned to split the load of a course assignment, and one of the instructors incurs the cancelation of another course, resulting in an overall underload assignment, attempts to address the underload should follow the provisions outlined in 19.2.8.
- B. <u>Full-Time Faculty Member and Adjunct Faculty Member</u>: If a full-time instructor is assigned to split a course assignment with an adjunct instructor, and another of the full-time instructor's courses is canceled, resulting in an overall underload assignment, the adjunct member's portion of the split-load assignment will be shifted to the full-time instructor to restore that portion of the underload.

19.4 <u>Regular Load, Overloads and Underloads</u>:

- 19.4.1 No instructor shall be required to have a classroom workload equal to more than 45 activity points in any semester unless he/she agrees. If he/she agrees to work beyond 45 activity points during a semester, an average of 45 shall be maintained within a three (3) semester period.
- 19.4.2 No regular faculty member shall exceed his/her regular load in any given semester by more than 60% (or 27 activity points).
- 19.4.3 Online course assignments are contingent upon departmental needs and the Distance Education (DE) approval processes governed by the Curriculum Committee and DE Committee.
- 19.4.4 In no case shall a regular faculty member's workload and overload per semester include an assignment of more than 27 activity points (.60 FTE) of online courses. In the case of a regular faculty member with a reduced workload, online assignments shall be limited to no more than 60% of the reduced workload.
- 19.4.5 In the case of hybrid courses, the proportion if the course taught online shall count toward the calculation of total online load (example: a 9.0 activity point class taught as a 50/50 hybrid course would count as 4.5 activity points of online instruction).

- 19.4.6 Assignment priority is for use only in the development of the initial schedule for each semester.
- 19.4.7 When a regular faculty member who is teaching an overload and who has one or more of his/her regular classes cancelled, the overload will become a part of his/her regular load for that semester.
- 19.4.8 Any underload shall be made up within four (4) semesters from the time it is first incurred, except by mutual agreement in writing.
- 19.4.9 Any faculty member who needs to make up an underload will be assigned a regular load plus the underload within his/her discipline prior to making overload or adjunct assignments. (Exceptions may be made if an adjunct possesses unique qualifications required for an available course).
- 19.4.10 If a faculty member who is scheduled for courses to restore an underload incurs a cancellation which impedes the load restoration within the four-semester period, that instructor may displace the instructor of an hourly assignment (overload or adjunct). The priority for the fulltime faculty member to be assigned another class in order to restore base load will incur the following order when possible:
 - A. Full-time faculty member with overload
 - B. Adjunct faculty member without assignment priority
 - C. Adjunct faculty member with assignment priority
- 19.4.11 If the regular faculty member is unable to restore to a full load within four (4) semesters, the faculty member shall have the option to make up the underload in a summer term.
- 19.4.12 The term "when possible" in Section 19.2.8I allows for exceptions to the order of priority when making a full-time faculty member's load. Provisions pertaining to the maximum number of class preparations (19.2.6), online classes restrictions (19.4.3), 5-day workweek (19.8.1E), dual assignments (19.2.8), and 12-hour overnight respite (17.6) describe when exceptions to the reverse order of priority are allowed. When it is not possible to adhere to the displacement order delineated in 19.2.9I, a written explanation will be provided to the adjunct faculty members upon his/her request.
- 19.4.13 In the event that none of the adjustments outlined in 19.4.8 through

19.4.10 can be made to rectify an underload within four semesters, the faculty member will be compensated or reduced in pay for the underload on a pro-rated basis in accordance with his/her placement on the salary schedule.

- 19.4.14 If the activity points in a specific lecture/ laboratory/activity class creates an overload beyond the 45 required activity points, the workload activity points of that class may be "split" between contract activity points and overload activity points. A regular faculty member who is teaching such a class will be paid for the activity points beyond the 45 required workload, to be determined as follows: If the class has a combination of categories (1, 2 or 3) all category 1 activity points will be used first to fulfill the required 45 workload activity points. Activity points in categories 2 and 3 will count toward overload compensation. The faculty member will be compensated for category 2 and 3 activity points on an hourly basis.
- 19.4.15 A full-time faculty member with an overload class that has been canceled cannot displace any faculty member from a class to retain that overload assignment.

19.5 Adjunct / Overload Assignments:

19.5.1 Regular Faculty

- A. Regular faculty will be contacted for each semester and summer session to inquire of their interest in teaching adjunct/hourly overload assignments. Interested regular faculty will have first priority. If two or more requests for the same class are received from faculty within the teaching discipline, the assignments will be distributed equitably to faculty by seniority on a rotation basis. This section is not intended, however, to allow a senior faculty member to select all available adjunct/hourly overload assignments. The term "adjunct/hourly overload assignments" shall include overload assignments in counseling and library services.
- B. Adjunct and summer session assignments are not part of the regular workload of faculty.

19.5.2 Adjunct Faculty

A. Adjunct faculty are limited to teaching a sixty-seven percent (67%) load each semester.

- B. Adjunct faculty with prior satisfactory service will be contacted prior to each semester and summer session to inquire of their interest in teaching adjunct assignments prior to outside/off-campus recruitment.
- Service in an intersession term maintained by the District shall not count as service allowing a faculty member to acquire regular classification status.
 (See Education Code section 87474(a)(2).)

19.5.3 Adjunct Rehire Rights

- A. The District shall maintain a "priority consideration list" of all adjunct faculty who have taught for four of the last six academic terms (fall, spring, and summer) with satisfactory service. For the purpose of the remainder of this article, satisfactory service is defined by:
 - 1. Faculty subject matter expertise
 - 2. Previous and current valuations
 - 3. Skills related to courses offered in a specific department
 - 4. Adherence to District policies and procedures
 - 5. Adjunct assignment preference forms
 - 6. Timely completion of SLO/SAO assessments as assigned

The Human Resources office will maintain a current discipline-specific priority list of adjunct faculty based on total number of terms of discipline-specific adjunct faculty service at Solano Community College. Each Division will be provided with an updated list each year.

- B. Adjunct faculty with priority consideration shall have first right of refusal to continuing assignments to which they have satisfactory service. In the event that two or more part-time faculty have equal standing on the priority list and fewer sections of classes are offered in any given semester, the first assignment shall go to the instructor with the most experience teaching the specific available course at Solano Community College. In the case of equal priority and experience, assignments shall be offered on a rotating basis.
- C. Adjunct faculty shall have the right to refuse an assignment in two consecutive semesters only. Refusal of a third consecutive semester assignment shall cause the faculty member's removal from the priority consideration list. Faculty removed from the priority list due to breaks in service will be re-added to the list by completing four terms of satisfactory service as specified in 19.5.3A. Upon regaining priority consideration, the member's ranking will be based on the total terms of discipline-specific service within the preceding 10 academic years.

- D. The District will maintain employment of adjuncts on the priority list at the average load assigned to the highest two of the last three terms of service to the District. All assignments are contingent on availability and interest expressed on the assignment preference form. Before any assignments are offered to faculty who have not earned priority consideration, additional classes will be offered within the priority consideration pool who have requested additional load. If two or more faculty with priority assignment rights have requested additional courses or hours, available load will be distributed on a rotating basis according to the adjunct priority list.
- E. Assignment of all adjuncts will adhere to all District EEO procedures.
- 19.5.4 The intent of this article is to ensure fairness in the scheduling process. This article does not guarantee assignment of specific class times, locations, modalities, or sections. The following provisions shall apply when assigning adjunct faculty on the priority list:
 - A. Adjunct faculty on the assignment priority list shall not be denied a load as per 19.5.3D for reasons other than a reduction in the program FTE available for adjunct assignment or two (2) consecutive documented overall less than satisfactory performance evaluations.
 - B. Faculty who have been asked not to return to a host location for reasons of performance or conduct cannot displace another adjunct with assignment priority to restore the load lost in the impacted sections.
 - C. No adjunct faculty member without assignment priority shall receive a load unless each individual faculty member on the priority list has been offered an assignment according to 19.5.3D.
 - D. The development of a specific work location assignment(s) and hours shall take into consideration the requests of the faculty member in coordination with the Area Dean. The employee's preferences in scheduling (time of day, courses, etc.) shall be given every consideration when consistent with sound educational practices. Assignments that are alleged to violate the intent of this article as stated in 19.5.4 may be grieved.
 - E. Adjunct faculty with priority assignment status and with four (4) consecutive terms teaching a course at a consistent time/location may request a written explanation/rationale if their assignment is changed. The adjunct faculty member will be responsible for indicating such status on the Instructor Availability/Preference Form.

- F. Cancellation of a priority-list adjunct faculty member's classes for lack of enrollment shall not result in that individual losing preference or in reducing the required load, per Section 19.5.3D, of that individual in subsequent semesters.
- 19.5.5 <u>Right to an Interview</u>: Adjunct faculty who are currently employed with the District and have earned priority assignment status (see 19.5.3A) shall be given priority consideration to interview for Full-Time positions in their respective disciplines, as follows:
 - A. Each hiring committee will determine, based on departmental needs and the size of the applicant pool, how many candidates they will interview.
 - B. Adjunct applicants with "priority" status will be ranked first, to comprise no less than 50% of the pool to be interviewed (provided a sufficient number of eligible adjuncts submit complete applications).
 - C. Adjunct applicants not selected for interviews in the priority adjunct screening round shall be ranked with the general pool of candidates for potential selection to the interview pool.

19.6 Class Size:

- 19.6.1 Class size shall be based on equipment limitations; educational considerations, including writing requirements; and safety.
- 19.6.2 Faculty within the discipline shall recommend the class maximum for a new course or changes to the maximum for an existing course to the Curriculum Committee. The Curriculum Committee will then forward its recommendation(s) to the Workload Committee, comprised of three (3) Association members appointed by the Association President with approval of the Executive Board and three (3) administrators appointed by the Superintendent-President. A majority vote of the Workload Committee shall be required to approve any change in class size. If there is a tie vote within the Workload Committee, the Vice President of Academic Affairs and the President of the Association will make the final decision.

19.7 Class Cancellation:

19.7.1 Classes which reach or exceed a minimum enrollment of 14 students or 60% of the class maximums, whichever is higher, will not be canceled unless actual attendance drops below that number and remains below through the first week of classes or the second meeting, whichever occurs later. The decision to cancel a class before the first class meeting will be made by the Dean after consultation

with the faculty coordinator of the school in which the class is being cancelled and with a faculty member in that discipline to ensure that managers consider programmatic and educational factors in all cancellation decisions. These factors include but are not limited to: requirements for major or program completion, transfer/vocational courses, new course offerings, program maintenance and development, classrooms which hold fewer than the allowable maximum, and the number of sections offered.

- 19.7.2 Courses which are not canceled by the first week of classes or the second meeting, whichever occurs later, shall remain open throughout the duration of the semester.
- **19.8** Instructor Professional Workload: The workload of a faculty is based on a forty (40) hour workweek.

19.8.1 Full Time Instructor:

- A. Instructional hours: Fifteen (15) to thirty (30) hours a week as specified in Section 19.2.1.
- B. Four (4) assigned office hours per week; one hour of which can be on-line. Instructors teaching twenty-three (23) or more hours per week shall have their assigned office hours reduced proportionately so that the combined teaching hours and office hours will not exceed thirty (30) hours per week. Office hours associated with on-line courses may be offered virtually, but shall be held in real time and correspond to the percentage of the faculty member's workload attributable to on-line instruction, rounded to the nearest half-hour. On-line office hours shall be set Monday through Friday between the hours of 7:00 a.m. and 10:00 p.m. or on Saturday between the hours of 9:00 a.m. and 12:00 p.m.
- C. Campus professional activities and preparation hours shall be the difference between the total of instructional hours plus office hours and twenty-nine (29) hours per week. Campus professional activities include but are not limited to:
 - 1. School meetings (maximum of three hours per month) For each hour a faculty member fails to attend school/department meetings for reasons other than completing professional duties or illness, he/she shall have one hour deducted from his/her leave bank as personal necessity.
 - 2. Meeting administrative timelines and submission of completed and required documents and reports.

- D. The remainder of the forty (40) hours per week shall be used for professional job-related activities at the discretion of the instructor.
- E. It is anticipated that regular faculty will be assigned a five-day workweek. Nothing in this article shall preclude an instructor from being assigned a workload obligation in other than five days a week. A workload less than the five days will be assigned by management in consultation with the faculty member.
- F. <u>Duty Shifts</u>: A faculty member shall not be scheduled to teach a dual day/evening assignment without prior consultation during a scheduled meeting with the division Dean. Dual teaching assignments that vary from five (5) duty shifts per week may be waived by the faculty member or he/she shall be compensated with a commensurate adjustment in duty shifts within three (3) semesters. Where dual assignments become a necessary part of the responsibilities of the faculty member of a division or service area, and sufficient faculty do not choose to work or waive these assignments, the division Dean shall rotate assignments on a seniority basis within the faculty member's discipline. A day duty shift is defined as those classes beginning prior to 4:30 p.m. on a given day. No dual day/evening assignment shall be made in an arbitrary, capricious, or discriminatory manner.
- G. Nothing in this article shall preclude assigning different duty shifts other than defined above providing the shift assignments are agreed to by the instructor and the division Dean in consultant with the Association representative.

19.8.2 Adjunct Faculty Professional Workload

- A. The professional workload for an adjunct faculty member shall be the actual instructional hours required for courses(s) assigned. No office or campus professional activities are required.
- B. The compensation for full semester classes will be calculated by taking the number of weekly hours that the class is scheduled for in section K (course outline of record), multiplying by 16, and adding 1.25, then multiplying that total by the published hourly rate.
- C. All adjunct faculty, regardless of schedule and load assignments may be compensated for a maximum of seven (7) hours of Category 3 pay per semester for the following types of activities not used to meet a FlexCal Requirement: on-campus professional development, department and division meetings, and SLO/SAO development, assessment and data entry. An additional three (3) hours per semester may be paid during program review.

- D. Optional office hours for adjunct faculty: Adjunct faculty may elect to hold paid office hours. Paid office hours must be requested, in writing, by the faculty within two weeks of the assignment prior to the start of the class(es) to include proposed time and pre-arranged location. Exceptions will be made for late hires. The office hours schedule is subject to the approval of the division dean. Office hours for adjunct faculty shall be provided as follows:
 - 1. Faculty teaching a load of 40% or above are eligible to receive a maximum of 18 paid office hours during the semester.
 - Faculty teaching a 20% to 39% workload are eligible to receive nine
 (9) paid office hours during the semester.

Payment for these hours will be made at the end of the assignment upon verification by the division dean. Office hours are paid out at the Category 3 rate.

- 19.9 <u>Counselor Workload</u>: The professional workload shall consist of thirty (30) hours per week of assigned counseling and/or instructional hours plus ten (10) hours of professional job-related activities to be used at the counselor's discretion. At least one (1) Senator from the counseling department shall be able to attend the Senate meeting during FlexCal as will the counseling representative to the Curriculum Committee; this time to be used from the thirty (30) counseling hours.
 - 19.9.1 <u>Counselor-Student Ratio</u>: The counselor-student ratio shall be one counselor for every 600 to 1,000 students served excluding contract and community service courses.
 - 19.9.2 <u>Counselor Assignments</u>: Management may assign counselors to the day, evening, or a combination thereof as a regular part of their counseling duties providing that the hours assigned are consecutive.
 - 19.9.3 <u>Classroom Load Formula</u>: The classroom load formula shall apply to all teaching faculty including student personnel services. The categories for modes of instruction for regular instructional faculty shall be applicable to the counseling faculty. To further clarify the intent, a counselor who teaches a three-credit Category 1 class will use a total of six (6) hours out of their thirty (30) hours of counseling time to meet the obligations of the class. No additional time will be given for the class.
 - 19.9.4 <u>Work Year</u>: The work year for counselor shall be 185 workdays as assigned by management. Pay for the ten (10) days over 175 per year shall be paid on a prorata basis. The aforementioned 175 days shall be the same as for regular instructors in that counselors are regular academic faculty members.

- 19.9.5 By mutual consent between management and the counselor, a counselor may volunteer to change, on an annual basis, his/her work year to other than the aforementioned 175 days on an annual basis. In the event there are more volunteers than needed, the assignment shall be made on the basis of seniority. An alternate work year shall be from July 1 through June 30. When setting the schedule for an alternate work year, the Dean and counselor will consider both the needs of the students/department and counselor; however, the days selected will be agreed upon by the Dean and the counselor. If an agreement cannot be reached and the faculty member's request is denied for an academic year, the counselor's leave request will be granted the following academic year. For non-traditional counselors, the ten (10) non-work days (see below) cannot be scheduled during the two (2) weeks prior to the first day of classes through the first week of instruction for the fall and spring semesters. Except for the six (6) weeks just noted for fall and spring semesters, up to ten (10) days may be assigned as non-work days from the non-traditional calendar year based on availability of counselors and department needs (i.e., all such counselors will not be on leave at the same time).
- 19.9.6 Counselors exercising the option of a reduced workload shall work with the dean to proportionately reduce each component of their workload: instructional days, flexible calendar days, and the 10-prorata days.

19.10 Librarians and Learning Resources Center Faculty Workload:

- 19.10.1 <u>Workweek</u>: The workweek shall be thirty-five (35) hours per week plus five (5) hours of job-related activities at the discretion of the librarians.
- 19.10.2 Librarians and Learning Resources Center personnel may be scheduled by management to serve during the day, evening or a combination thereof. Nothing shall preclude the librarian from completing his/her assigned workload in an untraditional way. A workload change will be assigned by management in consultation with the faculty member and will be based on programmatic and educational considerations.

19.11 Instructor/Coordinator Workload:

- 19.11.1 <u>Workweek</u>: The regular assignment for instructor/coordinators shall be forty (40) hours comprised of:
 - Teaching and preparation hours
 - Office hours in proportion to teaching load
 - Hours dedicated to the coordinator assignment
- 19.11.2 <u>Reassigned Time</u>: Instructor/coordinators shall be reassigned from a portion of their teaching duties to perform their duties as outlined in their job

descriptions in the coordinator assignment. The amount of reassigned time and the duties to be performed shall be determined by management. A Coordinator assignment of 0.2 FTE, or 20% load, equates to eight (8) hours per week to perform the coordinator duties.

- 19.11.3 Occupational Education (Work Experience) Instructor: The number of work experience students assigned to a work experience instructor/ coordinator shall not exceed the legal maximums. The required seminars are a part of the work experience instructor's load. The formula hour equivalents will be calculated by the following formula on the basis of the number of students enrolled at the fourth week census:
 - A. 5-11 students = 3 activity points
 - B. 12-18 students = 6 activity points
 - C. 19-25 students = 9 activity points (20% load)

Per Title 5 of California Education Code, a full-time load must not exceed 125 students. If more than 125 students enroll with a single instructor, overload compensation shall be calculated based on the number of additional students, as expressed in the above formula.

19.12 <u>Counselor/Coordinator Workload</u>:

- 19.12.1 <u>Workweek</u>: The regular assignment for counselor/coordinators shall be thirty hours (30) hours plus ten (10) hours of job-related activities at the discretion of the counselor/coordinator.
- 19.12.2 <u>Reassigned Time</u>: Counselor/coordinators shall be reassigned from a portion of their counseling duties to perform their duties as outlined in their job descriptions in the coordinator assignment. The amount of reassigned time and the duties to be performed shall be determined by management. The equivalent of 20% reassigned time from counseling duties equate to eight (8) hours of service to perform coordinator duties.
- **19.13** <u>Enabler/Disabled</u>: The enabler/disabled counselor and counselor/coordinator shall have the same workweek as the counselors except that the counselor/coordinator may be assigned to more off-campus duties in place of on-campus counseling hours.
- **19.14** <u>Matriculation Counselor</u>: The matriculation counselor shall be assigned a work year of 185 days between July 1 and June 30 time frame. By mutual consent between management and the counselor, the matriculation counselor may volunteer to change his/her work year on an annual basis.

- **19.15 EOPS Counselor:** The EOPS counselor shall have the same workweek as counselors except that the EOPS counselor may be assigned to other duties and responsibilities described in the job description.
- **19.16** <u>Cosmetology Instructor Workload</u>: The regular workload for cosmetology instructors shall be 17 hours equaling 45 activity points including Category 1 lecture hours (15 activity points) and Category 2 lab hours (30 activity points).

ARTICLE 20 SALARIES

20.1 <u>Salary Schedules</u>: Faculty shall be paid in accordance with provisions of this Article. See Appendix III for all current faculty salary schedules.

The Solano Community College District and SCFA share a commitment to bringing fulltime salaries to the system-wide median* or higher, and to bringing adjunct hourly pay to full parity** with full-time pay for the same work.

*Metric of comparison: highest earnable non-doctorate salary at 25 years

**Parity definition: "Full parity" = part-time / hourly pay rates that are equal to the equivalent / proportionate hourly pay regular faculty receive for equivalent workload assignments. See Appendix IV for details & calculation formulae.

20.1.1 <u>Athletic Coaches</u>:

- A. <u>Regular (Salaried) Head Coaches</u>: Hourly compensation for time worked beyond contract days for district approved athletics with prior approval of the Director, Athletics. For all officially sanctioned collegiate sport teams up to a maximum of forty-eight (48) hours per sport (maximum one semester per academic year "traditional" season of sport).
- B. <u>Regular (Salaried) Assistant Coaches</u>: Hourly compensation for time worked beyond contract days for district approved athletics with prior approval of the Director, Athletics. For all officially sanctioned collegiate sport teams up to a maximum of forty-eight (48) hours per sport (maximum one semester per academic year "traditional" season of sport).
- C. <u>Adjunct Head Coaches</u>: Hourly compensation for time worked as the instructor of record to a maximum of ten (10) hours a week per sport (maximum one semester per academic year).

Hourly compensation for time worked for district approved athletic activities. For all officially sanctioned collegiate sport teams up to a maximum of forty-eight (48) hours per sport per "traditional" season of sport, and up to a maximum of forty-eight (48) hours per sport per "non-traditional" season of sport.

20.1.2 <u>Special Assignment Compensation</u>: Special assignment compensation for special services rendered such as individual and group examinations shall be earned at the appropriate hourly rate on the Adjunct Faculty Salary Schedule.

20.2 Initial Placement on the Salary Schedule (Full-Time Faculty):

- 20.2.1 <u>Definition</u>: Initial placement is predicated on the beginning or first day of employment at Solano Community College District. The expanded interpretation of "initial placement" differentiates between the first day of employment as an adjunct faculty member and the first day of employment as a temporary or regular faculty member. A faculty member employed first as adjunct faculty and subsequently employed temporary or regular faculty would have a total of two opportunities for "initial placement" on the appropriate salary schedule, with the two three-month windows to establish/confirm initial salary placement (once as an adjunct faculty member).
 - A. The first day of employment as an adjunct faculty member remains the same if not subsequently employed as temporary or regular, meaning one opportunity for initial placement.
 - B. Breaks in service do not constitute a change in initial placement for adjunct faculty as referenced in Article 19.5.3
 - C. Vocational faculty have one opportunity for selecting academic or vocational placement regardless of status (adjunct, temporary or regular). The placement is irrevocable as referenced in Article 20.2.2B.
 - D. The opportunity for initial placement must be verified and submitted to the Human Resources Department within three (3) months of date of hire as referenced in Article 20.2.2D.
 - E. <u>Overload Placement</u>: New-hire full-time faculty shall be placed at step 1 in the appropriate class for overload and summer adjunct assignments in accordance with the Adjunct Faculty Salary Schedule, which can be found in the Appendix of this contract.
- 20.2.2 <u>Evaluation of Credits and Placement on Salary Schedule</u>: Salary placement credit will be allowed for degrees and credits granted by accredited institutions as recognized by either the U.S. Department of Education or the National Council on Post-secondary Accreditation; determination of equivalency of foreign degrees shall be according to the District. A JD Degree granted by an accredited institution will be recognized as an earned doctorate.
 - A. In the event that an incorrect salary placement results in an underpayment, the District will issue a supplementary warrant for the amount due the instructor. Should the incorrect salary placement result in an overpayment, the District is required to recover the overpayment in services or the return

of the overpayment. See Article 20.8 for more details.

- B. Within three (3) months of initial employment, a vocational instructor has the option of being placed on either the vocational schedule or the academic schedule. The decision is irrevocable.
- C. Credits shall be in terms of semester units. Quarter units are multiplied by two-thirds (.67) to determine semester units. Units must be granted by an accredited institution as identified in 20.2.1. Units shall be upper division or graduate units. Lower division courses taken prior to employment that are closely related to the discipline to be taught that were taken after the BA or equivalent degree was awarded may be granted salary placement. The faculty member must contact the Vice President of Academic Affairs for consideration.
 - Employees must receive a grade of "C" or better or pass/credit to receive credit for the course.
 - Employees must submit an original transcript to the Human Resources Department to verify completion of course work.
- D. Transcripts and verification of experience to determine placement on the salary schedule must be submitted to the Human Resources Department within three (3) months of the date of hire. If transcripts and/or verification cannot be obtained in three (3) months, an extension may be granted by the Director of Human Resources.
- 20.2.3 <u>Credits Before Degree</u>: Credit will be granted on the salary schedule for all upper division and graduate courses which were accepted by a college toward meeting the requirements of the masters' degree or an education credential taken during the last quarter or semester prior to the granting of the bachelors' degree providing the units are clearly noted as postgraduate or the applicant must present a statement from the institution to the effect that (1) the above-mentioned program was approved prior to the time the work was taken, and (2) the courses for which advanced standing credit had been approved are listed by title and number.

20.2.4 Experience Credit:

- A. Full-Time Faculty Academic Placement:
 - 1. Full credit for full-time teaching, counseling or librarian experience in public schools and in non-public supported accredited schools will be granted if verified in writing by the prior educational institutions on the district form provided for this purpose.

2. Directly related full-time occupational experience shall be granted for salary step placement. Appropriateness of experience shall be determined by the Vice President of Human Resources. Faculty must obtain written verification from prior employers on the district form provided for this purpose. The placement is in accordance with the following:

Experience	Equivalent Years of Service / Step Placement
2 years	1 (Step 2)
4 years	2 (Step 3)
6 years	3 (Step 4)
8 years	4 (Step 5)
10 or more years	5 (Step 6)

- 3. Teaching, counseling, librarian and appropriate occupational experience may be combined for a maximum initial salary placement of Step 8.
- 4. Newly employed full-time, regular faculty are eligible to receive salary placement credit for part-time faculty experience. Experience must be from accredited colleges and related to the position hired at Solano Community College District. The faculty member may receive a maximum of three years of step placement for creditable experience approved by the Vice President of Human Resources as follows:
 - <u>Instructor</u>: one year of service credit for 30 semester units (or quarter units) or 700 hours (20 hours per week x 35 weeks)
 - <u>Counselor</u>: one year of service credit for 1,110 hours of counseling experience (185 days x 6 hours per day)
 - <u>Librarian</u>: one year of service credit for 1,225 hours of librarian experience (175 days x 7 hours per day)
- B. <u>Full-Time Faculty Vocational Placement</u>:
 - 1. Vocational instructors who select the vocational placement shall be placed on the faculty salary schedule based on their professional education and vocational/occupational experience.
 - 2. Six (6) years of full-time vocational experience will be deducted from

the total number of years of full-time experience in the vocational area. Vocational instructors will be allowed credit for full-time vocational experience beyond six (6) years at the rate 1 step for each two (2) years for appropriate and directly related full-time vocational experience. Appropriateness of experience shall be determined by the Vice President of Human Resources. Written verification from prior employer(s) will be required on the district form provided for this purpose.

- 3. Full credit for full-time teaching, counseling, and librarian experience in public schools and in non-public supported accredited schools will be granted if verified in writing by the prior educational institutions on the district form provided for this purpose.
- 4. Teaching, counseling, librarian, and appropriate occupational experience may be combined for a maximum initial salary placement of step 8.

20.3 Initial Placement on the Salary Schedule (Adjunct and Overload Faculty)

- 20.3.1 New regular faculty hires shall be placed at Step 1 in the appropriate Class in accordance with the Adjunct / Overload Faculty Salary Schedule, found in Appendix III of this contract. Step 1 placement applies only to compensation for overload hours.
- 20.3.2 New Adjunct faculty hires shall be placed at Step 1 in the appropriate Class in accordance with the Adjunct / Overload Faculty Salary Schedule, which can be found in Appendix III of this contract.

20.4 Advancement on the Salary Schedules – Step Advancement:

20.4.1 Probationary / Permanent Faculty

A. Advancement on the salary schedule after original placement shall be at the rate of one step for each year of teaching, counseling or librarian experience. Faculty employed for at least 75% of the days of an academic year shall be given credit for that years' experience for salary schedule advancement purposes. Faculty on an approved leave of absence to teach full-time in another public or non-public accredited school shall be eligible for step advancement on the salary schedule. The faculty member must provide written verification of the service to the Human Resources Department by August 1. In no case shall a faculty member be given more than one step advancement each academic year unless expressly written in this agreement.

- B. Mid-year hires shall be advanced two steps on the salary schedule upon completion of one and one-half consecutive years of service. If a faculty member is employed for at least 75% of the days of one semester, he/she shall be given credit for that years' experience for salary schedule advancement purposes.
- C. One-half (1/2) year in the District combined with one-half (1/2) year of qualified previous experience will be counted as a full year of experience unless the previous experience credit exceeds the maximum of seven (7) years.

20.4.2 Adjunct / Overload Faculty

- A. Regular (overload) faculty will advance at the rate of one (1) step on the Adjunct/ Overload schedules per year of FT experience, with a maximum advancement rate of 1 step per year.
- B. Adjunct faculty will advance at the rate of one (1) step per year, upon the completion of one of the following:
 - Two (2) terms at a 20% load within the 3-term academic year (Fall-Spring-Summer)
 - An aggregate of 40% load within the 3-term academic year (Fall-Spring-Summer)
- C. Step advancements will be awarded at the start of the fall semester in each academic year.
- D. Continuing education and summer session instructors shall be compensated for hours of actual instruction in accordance with the provisions of the Adjunct Faculty Salary Schedule.
- E. Concurrent service in the day, evening and summer session program shall be counted as one (1) period of service with a maximum of one (1) year of experience credit granted per academic year.
- **20.5** <u>Class Advancement on the Regular and Adjunct Salary Schedules</u>: Faculty are eligible for annual salary adjustments once each year at the beginning of the fall semester.
 - 20.5.1 Any faculty member on the Academic Track may achieve class advancement by satisfying the qualifications for the higher class as listed at the top of the Regular Salary Schedule or the Adjunct Faculty Salary Schedule and by meeting the other appropriate criteria as listed in this agreement. Any faculty member on the

Vocational Track may achieve class advancement by satisfying the qualifications for the higher class as listed on the Vocational Track and by meeting the other appropriate criteria as listed in this agreement.

- 20.5.2 Upper division and graduate credit will be accepted from accredited institutions as defined by section 20.2.1 and 20.2.1C.
- 20.5.3 <u>Notice of Intention to Advance</u>: Faculty members who file official college transcripts with the Human Resources Department no later than October 1 (if the 1st falls on a Saturday, Sunday, or holiday, they must be received on the following workday), will advance on the salary schedule retroactive to the first day of employment in the current academic year. To be eligible for the salary schedule advancement, the coursework must be completed by the start of the academic year in which the salary advancement becomes effective.
- 20.5.4 <u>Salary Increases and Placement on Salary Schedule while on Sabbatical Leave</u>: An employee who is granted a sabbatical leave shall receive such automatic increases in salary as would have been received had he/she remained in active service at the time of his/her return. Upon his/her return to employment, an employee who has satisfied the conditions governing the granting of his/her leave may count toward placement on the salary schedule credits earned for professional improvement during his/her leave. The leave shall be considered as time in service in the college for salary schedule purposes. The Notice of Intention to Advance must meet the timeline as established in section 20.5.3.
- 20.5.5 <u>Compensation for an Earned Doctorate</u>: Faculty with an earned doctorate from an accredited institution of higher learning shall be placed in Class 5 at the appropriate step of the Regular Faculty Salary Schedule. In order to receive Class 5, the following must occur:
 - A. The faculty member must complete the doctoral program (to include completion of all coursework, examinations, and filing of dissertation) no later than the start of the academic year in which the advancement to Class 5 is granted.
 - B. The faculty member must provide official documentation from the granting college or university indicating the doctoral degree has been completed as noted above prior to October 1.
 - C. The doctoral degree must be accredited in accordance with Article 20.2.2.
 - D. The official award/conferred date of the doctoral degree can be no later than the end of the fall semester in the year in which the classification is received.

E. The faculty member must submit an official transcript to confirm the above no later than the end of the academic year in which the stipend was received.

20.5.6 Class Advancement on the Salary Schedules – Non-Traditional Activities:

- A. The Class Advancement Committee shall be established for the purpose of recommending to the Vice President of Academic Affairs, acceptance or denial of class advancement credit requests for non-traditional professional improvement.
- B. The Class Advancement Committee shall consist of: three (3) members representing the Association and three (3) members representing the District. The Vice President of Academic Affairs shall function as a tiebreaking member. The committee shall select its own chairperson.
- C. The following criteria must be met:
 - All courses or other work must be deemed as improving skills or knowledge directly related to the staff member's teaching discipline. Documentation may be required to substantiate the relationship. In the event a faculty member is uncertain whether or not the proposed professional improvement activity meets this criteria, prior approval is recommended.
 - 2. Credit may be granted for appropriate activities performed during a sabbatical leave.
 - 3. The committee will ascertain the number of professional growth credits according to the criteria for the areas listed below:
 - a. Non-credit courses offering CEU credit one (1) unit for each (20) hours of coursework. CEUs are offered by colleges, universities and other private, organization, and governmental agencies. The number of units and hours given for CEU credit is not standard; therefore, all credit is calculated as noted above.

The employee must supply evidence of the number of hours in order to calculate the CEU credit. This can be done by providing the CEU certification, a verification letter from sponsor, or an agenda showing the time schedule. Credit is not awarded for registration or meals unless the meal is part of the program which includes speakers, presentations, etc.

b. Adult Education - one (1) unit for each thirty-six (36) hours of course

work.

- c. Lower Division Credit Courses one (1) unit for each unit of earned credit. Prior approval of the Class Advancement committee is required for all work in this category. Courses that are normally taught by the instructor or coursework taken as part of their earned degree or which they are qualified to teach are generally not approved for credit. Credit is generally approved for areas of new technology, new techniques, or which will be used to enhance curriculum, etc.
- d. Workshops / Seminars one (1) unit for each thirty-six (36) hours of a workshop or seminar that does not carry CEU's. Employee must supply evidence of the number of hours in order to calculate the credit. This can be done by providing a written verification from the sponsor, or an agenda showing the time schedule. Credit is not awarded for registration or meals unless the meal is part of the program which includes speakers, presentations, etc.
- e. Professional Experience one (1) unit for each sixty (60) hours of new experience directly related to the teaching discipline. Prior approval of the Class Advancement Committee is required for all work in this category. Maximum 6 units per column advancement.
- f. Publications (12-unit maximum in this category):
 - One 1 unit per article in a professional journal. Articles shared with more than one author will receive appropriate proportional credit.
 - 3-6 units per book (not at author's expense). Books coauthored will receive up to three (3) units of credit; one author will receive up to six (6) units of credit
- 4. <u>Processing Procedures</u> (for informational purposes only)
 - a. Requests must be completed on the appropriate form prepared by the Class Advancement Committee and submitted to the Chair of the Class Advancement Committee. Forms may be obtained from the Class Advancement Committee or the Human Resources Department.
 - b. The Class Advancement Committee takes action on requests and forwards recommendations for salary credit to the Vice President of

Academic Affairs who takes action on the recommendation and returns the documentation to the Committee Chair for processing.

- c. The faculty member is responsible for submitting the transcripts to verify completion of approved lower division coursework to the Human Resources Department prior to receiving credit.
- **20.6** <u>Financial Report</u>: The Vice President of Finance and Administrative Services will make available a written financial report to the Association by the third Monday of each month, current to the end of the previous month. The first report will be given for the month of September (reported on the third Monday of October) and ending with the month of May (reported on the third Monday of June). The Vice President will meet and discuss each report with an Association representative. Additional reports will be available at the close of the year, as presented to the Governing Board. Additional information will be available for inspection by the Association in the Business Office. Such information will be printouts, source documents for transactions, and fiscal bulletins from the Chancellor's Office.

20.7 Longevity:

- 20.7.1 Regular faculty are eligible to receive a longevity stipend for regular service to the district as stated below:
 - \$1,500 at the beginning of the 15th year of service to the district
 - \$3,000 at the beginning of the 20th year of service to the district
 - \$4,500 at the beginning of the 25th year of service to the district
- 20.7.2 The stipends are non-accumulative. Eligible faculty will begin receiving the stipend in the fall semester in the year after the employee completes 14, 19, and 24 years of service to the district. (For example, a faculty member who completes 14 years of service in May will begin receiving the \$1,500 stipend in the following August).
- **20.8** <u>**Repayment of Money Owed to District:**</u> If monies are paid to an employee in excess of the appropriate amount, the employee is liable and responsible to repay the overpayment to the District. The employee shall bring the overpayment to the attention of the District Payroll Office as he/she discovers the overpayment. When the District discovers the error, the Payroll Office shall notify the employee of the amount and nature of the overpayment. The parties agree to the same four-year statute of limitations based on Civil Code regarding overpayments except in cases of fraud or other criminal intent.
 - 20.8.1 If any one of the following conditions applies, the money owed to the District shall be deducted from the next payroll warrant scheduled to be paid to the

employee:

- A. If the employee is notified of the error within seven (7) working days of the date the overpayment is made, followed up by written confirmation from the District; or
- B. If the overpayment is \$200 or less; or
- C. If the overpayment is the result of overuse of leave privileges; or
- D. If the overpayment is an extraordinary amount that the employee would have reasonably been expected to recognize.
- 20.8.2 Any overpayment amount or condition not falling into any of the above categories will be deducted from future salary warrants at a minimum rate of twenty percent (20%) of the employee's monthly gross pay or the agreed-upon repayment terms.
 - A. If an employee terminates employment with the District before the overpayment has been repaid, the remaining balance owed to the District will be deducted in full from the final pay warrant. If the amount owed exceeds the final pay warrant, the remaining amount due shall be repaid to the District within thirty (30) days.
 - B. During any period that the employee is not receiving monthly salary payments, the employee will continue any repayment plan by remitting the appropriate payment to the District Payroll Office by the fifth day of each month.
- 20.8.3 Requests for alternate payment plans may be submitted to the Vice President, Finance & Administration. The decision to allow an alternate payment plan shall be based on any factors deemed relevant by the Vice President, Finance & Administration.
- 20.8.4 Disputes regarding overpayments shall be subject to the grievance procedure at Step 3 only. There shall be no appeal to an arbitrator or the Board.
- 20.8.5 The District and/or the employee, without SCFA representation, may pursue other legal methods of resolution of a dispute regarding the debt.
- 20.8.6 Nothing in this article shall preclude an employee from voluntarily agreeing to repayment of the debt in larger increments than stated herein.

ARTICLE 21 HEALTH AND WELFARE BENEFITS

- **21.1** The District shall provide all regular faculty members with more than a sixty percent (60%) load, and their dependents, with full health and welfare benefits as follows:
 - 21.1.1 <u>Heath Insurance</u>: The District offers a variety of medical insurance plans through CalPERS. Full-time employees are eligible for employee only, +1, or family plans. Regardless of the plan selected by the employee, each employee will contribute \$85 per month (12 months; annual contribution = \$1,020) toward the medical insurance premium; the balance and all administrative fees will be paid by the District.
 - 21.1.2 <u>Dental Insurance</u>: Delta Dental Service, dental care plan now in effect (annual maximum \$2,500); the District pays all premiums and administrative fees.
 - 21.1.3 <u>Vision Care</u>: Vision Service Plan C; the District pays all premiums and administrative fees.
 - 21.1.4 The District shall pay all premiums and premium increases as indicated above for the above-mentioned plans during the life of this agreement for full-time employees working 100% workload.
 - 21.1.5 The District will provide a \$10,000 life insurance policy for regular faculty.
 - 21.1.6 <u>Domestic Partners</u>: The parties acknowledge domestic partners, as defined by the California Family Code section 297, are eligible for medical, dental and vision coverage.
 - 21.1.7 <u>Voluntary Eligibility Reduction of Health Insurance Coverage</u>: Any employee who has dual coverage for medical insurance may convert the District's medical contribution to one of the following:
 - A \$1500 annual contribution (or employee's pro rata share thereof) to a District paid tax-sheltered annuity plan of their choice, or;
 - Cash in lieu option, to be included as income (subject to all taxes) and distributed monthly

The Employee must submit a medical benefit waiver request to the District to determine eligibility. Eligibility is satisfied upon submission of the request and proof of dual coverage.

Each employee shall have the option of enrolling or disenrolling in this program

each year at the time of open enrollment. To receive retirement medical benefits, the employee must make this change during the open-enrollment period prior to the date of retirement.

Eligible SCFA members may enroll in this program in the Fall open enrollment period for enrollments to take effect as of Jan. 1, of the next calendar year.

- **21.2** <u>Adjunct Faculty</u>: Adjunct faculty may purchase health and welfare benefits, at their expense, to the extent permitted by the District's health and welfare benefits carrier and/or broker. This agreement shall in no way obligate the District to expend any funds towards health and welfare benefits for adjunct faculty, nor shall it require the District to change health and welfare benefits carriers or brokers or modify any existing plan or program if the result would be in an increase in the overall amount paid by the District for existing health and welfare benefits.
 - 21.2.1 <u>Eligibility</u>: Taught at Solano Community College for at least two semesters (excludes summer session); must be scheduled for a minimum of 40% assignment at the time of enrollment in the health plan; enrollment periods to be determined each semester; once enrolled mandatory participation will be required (participation period to be determined); premiums will be made through payroll deduction and additional premiums due on a monthly basis by check to the Business Office no later than the 10th of each month for the succeeding month's benefits; and other procedures for implementation as determined by the District in consultation with the Association.
- **21.3** Regular employees who work more than 60% but less than 100% shall pay a pro-rated share of the premium cost of their Health and Welfare Benefits (i.e.; these 60%+ workload employees shall be eligible for the same benefits, at the direct pro-rated costs, of a full-time employee). Faculty on a reduced workload with full retirement credit, per Article 10.2, shall receive full insurance coverage as specified in Section 10.2.2.
- **21.4** Faculty members who are absent due to illness and who have exhausted their accumulated sick leave, family leave, and extended illness leave shall continue to receive full insurance coverage to be paid by the faculty member for that period of illness, not to exceed twelve (12) months following the exhaustion of said leave, while on district-approved leave of absence, subject to the provisions of the contracts of the carriers.
- **21.5** The benefits provided in this Article shall remain in effect without interruption during the term of this Agreement. Any faculty member who has been eligible for health and welfare benefits under this Agreement, whose employment is terminated either by the employee or the District for reasons other than retirement, shall continue to receive health, dental, and vision care for a period not to exceed what is provided by law (COBRA), provided premiums are paid in advance monthly, subject to provisions of the contracts of the carriers and the Joint Powers Authorities (JPA), if any.

21.6 IRS Section 125 Flexible Benefit Plan:

- 21.6.1 The IRS Section Flexible Benefit Plan as offered by American Fidelity will be in accordance with its regulations made available to regular faculty. The three plans are premium conversation, dependent care, and medical reimbursement. Participation is based on the following:
 - A. Employee will pay the monthly administrative costs
 - B. Limit of \$2,400 for medical reimbursements provided the third-party administrator assumes all liability up to \$2,400 for medical reimbursement

ARTICLE 22 ACADEMIC CALENDAR AND HOLIDAYS

- **22.1** <u>Calendar</u>: The calendar shall be negotiated as a part of this agreement.
- **22.2** <u>Flexible Calendar</u>: Of the 175 contract days, the number of instructional days and the number of Flexible Calendar days may vary according to the constraints of state mandates, however, there will be no more than seven (7) Flexible Calendar days with no more than two (2) required days and no more than five (5) optional days. The distribution of the instructional and Flexible Calendar days may also vary from semester to semester and year-to-year to meet state mandates. The seven (7) days will be divided as follows:
 - 22.2.1 Two (2) required days, one of which will be at the beginning of each semester for "all District/school/department/division/area" activities as provided by Title 5 and AB 1725. New contract faculty are required to attend a staff orientation day during the first year of employment (will count as one optional flex day).
 - 22.2.2 Five (5) optional flexible days for on-campus or off-campus activities as specified in individual contracts with written approval of the Dean. The activities will be based on FlexCal criteria as identified in Title 5.
 - 22.2.3 Participation at commencement shall count for four optional flex hours.
 - 22.2.4 The number of hours that comprise a non-instructional day for regular faculty will be six (6).
 - 22.2.5 <u>Adjunct FlexCal</u>: Adjunct faculty may participate in on and off-campus professional development activities and receive FlexCal credit. Adjunct and overload faculty whose classes are scheduled to meet on FlexCal days will be paid for the hours of those classes, provided they participated in approved FlexCal activities and submit the required paperwork. Compensation shall be at the rate of the category of the assigned class(es).
- **22.3** <u>Flexible Time Activities</u>: Each regular faculty member will sign an agreement indicating the flexible activities and/or project and dates that he/she will perform to meet the flexible time requirement in 22.2.2. A copy of the agreement will be submitted to the immediate supervisor no later than November 1 for the fall semester and may be updated no later than March 1 for the spring semester. If a full-time faculty member elects to do an individual project, a time line including specific dates for the project completion and agreed upon documentation of the project will be included in the agreement. Activities may include specific in-service days and/or individual faculty projects as designated in 22.2.2 and may be completed anytime from July 1 through

June 30 of a given year. Documentation of attendance on in-service days and of individual faculty projects must be completed no later than June 30 of a given year. Regular faculty not completing the flexible activities can use appropriate leave for each full day of missed activities. Partial days that are missed will result in proportionate deductions of the above leaves in proportion to time missed. When flexible activities cannot be completed as originally planned, the District and faculty member will determine an appropriate substitute activity.

- **22.4** <u>Observance of Holidays</u>: Holidays shall be observed on the dates established by law and by Governing Board designation. If a designated holiday falls on a Saturday, the Friday preceding said day shall be considered the legal holiday. If a designated holiday falls on Sunday, the Monday following said day shall be considered the legal holiday. The District will observe the following holidays (non-instructional days):
 - Labor Day
 - Veteran's Day
 - *Day before Thanksgiving Day
 - Thanksgiving Day
 - Friday immediately following Thanksgiving Day
 - Christmas Day
 - New Year's Day
 - Martin Luther King Jr. Day
 - Abraham Lincoln's Birthday
 - President's Day
 - Memorial Day
 - Independence Day

If Easter falls before April 15th, Spring Break will be scheduled after Easter. If Easter falls on April 15th or later, Spring break will be scheduled before Easter. In no case, however, shall Spring break be scheduled within four weeks of final exams.

*To meet state mandates in some years, the Wednesday before Thanksgiving may be scheduled as an optional flex day.

ARTICLE 23 TRAVEL / CONFERENCES

23.1 <u>General Travel Expenses</u>: The District shall pay the costs of approved travel related to conferences, field trips and other District-related activities. District travel forms must be completed, approved, and signed by all parties prior to any such activity. Out of state travel requires additional pre-approval by the Superintendent/President.

Faculty members shall be entitled to the standard meal per diem for California as published by the Internal Revenue Service.

- **23.2** <u>Automobile Expenses</u>: If the faculty member uses his/her own vehicle for preapproved travel, the District shall provide reimbursement at the mileage rate approved by the IRS for any miles in excess of the member's normal commute during contractual days and other assigned workdays. On other days, faculty members shall be reimbursed at the mileage rate approved by the IRS for all miles incurred.
- **23.3** <u>Workers' Compensation Insurance</u>: Faculty members shall be covered under Workers' Compensation Insurance in the event of accident or injury.

This article is subject to review and possible modification upon changes to Board Policy 4480.

ARTICLE 24 MAINTENANCE OF CONDITIONS

The District will make no change on any matter within the scope of representation covered by Board policy or practice and not covered by the Agreement, without first notifying the Association formally of any contemplated change and offering to meet and negotiate on the matter.

ARTICLE 25 SEVERABILITY AND SAVINGS CLAUSES

- **25.1** <u>Invalidity of Part of Agreement</u>: If any provision of this Agreement or any application of the 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.
- **25.2** <u>**Replacement of Invalid Part of Agreement:**</u> In the event that any provision or appendix hereof is held invalid or enforcement of or compliance there with is restrained, as above set forth, the parties affected thereby shall enter into collective bargaining negotiations on the request of the Association and/or the District for the purpose of arriving at a mutually satisfactory equal replacement for such provision or appendix.

ARTICLE 26 REASSIGNED-TIME ASSIGNMENTS

- **26.1** Reassigned time assignments to perform duties assisting the District in carrying out its responsibilities are determined by the District. There are various assignments that can be established and terminated at any time by the District. The assignments may include, but are not limited to, division coordinators, coordinators for a specific function (such as, criminal justice, Vacaville center, online education and learning communities). Management retains the right to determine the assignments, the duties to be performed, and how the assignments will be performed.
- **26.2** In the case that an adjunct faculty member is hired into a coordinator position, the expected workload and compensation ration = 8 hours / week per 20% of load assigned.
- **26.3** The reassigned assignments for grants developed by a particular faculty member are not subject to this article.
- **26.4** No later than the end of the first census week of each semester, the Vice President of Academic Affairs will provide the CTA President and the Chief Negotiator with the following information: a list of all faculty on sabbatical leave and reassigned time (coordinators and all others) which shall include the percentage of reassigned time.
- **26.5** <u>Job Descriptions</u>: The District agrees to develop job descriptions in a timely manner with input from CTA for all reassigned time assignments. In obtaining the input, the appropriate faculty will be involved. For example, if the assignment is division specific, division faculty will be involved. If the assignment is a district-wide function such as Ethnic Studies Coordinator, the faculty in the related disciplines will be involved. After the job descriptions are developed, a copy will be provided to the CTA president.
- **26.6** <u>Recruitment / Selection</u>: Reassigned assignments will be advertised for ten (10) days and shall include the job description. All regular faculty who meet the minimum qualifications and submit the required documents by the deadline date will be interviewed. Division assignments will be advertised by the division Dean and Districtwide and tenure-track assignments will be advertised by the Human Resources department. The interview committee structure will be as follows:
 - 26.6.1 <u>Tenure-track assignments</u>: In accordance with the faculty hiring procedures.
 - 26.6.2 <u>Division assignment</u>: The interview committee will include the Dean and two faculty. The division faculty will select the two faculty members.
 - 26.6.3 <u>District-wide assignment</u>: The Academic Senate President will appoint three faculty members. The appropriate Vice President will appoint two managers.

All faculty interview committee members shall be regular faculty.

26.7 <u>Terms of Assignment</u>: The items are as follows:

- 26.7.1 Tenure-track assignments no term limits
- 26.7.2 Division coordinators two (2) year terms
- 26.7.3 District coordinators three (3) year teams unless a different term length is specified by the District
- 26.7.4 Incumbents may reapply for the position
- 26.7.5 If a faculty member vacates a coordinator position before the end of the term, the following applies to the successor in the position:
 - A. If the position is vacated with over one calendar year remaining in the previous term of the assignment, the successor will be hired to complete the original term of the assignment.
 - B. If the position is vacated with less than one calendar year remaining in the previous term of the assignment, the successor will complete the previous term plus an additional standard term.

ARTICLE 27 STIPEND-PAID ASSIGNMENTS

- **27.1** <u>Academic Senate</u>: The District agrees to compensate a total of three (3) adjunct faculty on the Academic Senate and Curriculum Committees. Each adjunct shall be paid a stipend of \$1,000 per year (\$500 per semester) for their active participation.
- 27.2 <u>Peer Reviews</u>: Peer evaluation is a mandatory component of the faculty evaluation process. Evaluation teams will include two (2) peer evaluators for Contract and Tenured faculty, and one (1) peer evaluator for Adjunct faculty, selected according to the processes detailed in the Faculty Peer Review Handbook.

Faculty who serve as peer evaluators will receive a stipend of \$75 per evaluation. In addition, peer evaluators may earn up to 2 hours of FlexCal credit per year for the ongoing mentoring / advising of the peer(s) they evaluate.

Peer evaluators will be compensated in the January pay warrant for peer evaluations conducted the previous fall, and in June for peer evaluations conducted in the spring semester.

27.3 <u>Honors</u>:

- 27.3.1 <u>Honors Allocation</u>: The District will contribute \$10,000 annually for honors programs.
- 27.3.2 <u>Stipend</u>:
 - A. Instructors who teach honors will be paid a maximum stipend of \$200 per student to a maximum total payment of \$400 per semester subject to the conditions of 27.3.2B in accordance with the following:
 - \$200 for 3 units
 - \$132 for 2 units
 - \$66 for 1 unit
 - B. If the number of honors projects exceeds the amount of funds available, pay for qualified projects will be pro-rated among faculty based on the number of honors projects each academic year and the number of students per instructor.
 - C. If all available funds are not used in one year using the above guidelines, the remaining money will be added to the honors program budget in the following year.

- D. Instructors will be paid in the June paycheck for any honors work completed in the preceding academic year.
- E. The stipend will not be awarded if the student drops the honors class within the first six weeks of the semester.
- 27.3.3 Conditions for Stipend:
 - A. Honors is considered an overload assignment for a regular instructor and included in a regular load of an adjunct instructor.
 - B. The maximum workload credit for any instructor teaching honor students cannot exceed 1.5 activity points in any one semester regardless of the number of honors students being served by the instructor. The instructor must work with honors students independently for a minimum of 6 hours for one unit (.5 activity point workload credit); 12 hours for two units (1.0 activity point workload credit); and 18 hours for three units (1.5 activity point workload credit).
 - C. An instructor will not be paid for students who receive honors credit by working within an instructor's already assigned class or classes.
 - D. Students must be eligible for honors work in accordance with Curriculum Committee guidelines.
- 27.3.4 Timeline for Process and Approval of Honors Work:
 - A. The student and instructor mutually agree to work on an independent study project.
 - B. A contract for work to be completed is developed between the student and the instructor and forwarded to and received by the division Dean for action by no later than the eighth day of the semester in which the work is to be performed. Contracts submitted and/or received by the division Dean after this date will not be eligible for the honors stipend. The contract must include at least the following: documentation of eligibility of student; learning objectives; work to be employed; method(s) of evaluation; instructor-student meeting schedule; number of students requested plus hours needed to complete them; signatures of student, instructor and division Dean.
 - C. The division Dean will approve/disapprove proposal by no later than the first day of the third week of classes.

- D. The division Dean will be responsible for certifying the completion of honors programs to the Human Resources Department no later than June 1 to be eligible for payment.
- **27.4 Faculty Mentoring Pilot Program:** The District agrees to pilot a mentorship program for new faculty pending the development of such program by the Academic Senate. The pilot program will be limited to no more than one mentor per school, not to exceed \$2,000 per year per mentor.

ARTICLE 28 AGREEMENTS WITH OUTSIDE AGENCIES

- **28.1** <u>Early / Middle College Program</u>: The District and Faculty Association agree as follows to the Early/Middle College Program (or similar programs) between the District and any Unified School District:
 - Only Solano Community College faculty will teach Solano Community College (SCC) courses or college-level courses
 - Middle college students will be subject to Board policies regarding discipline and attendance/participation
 - Course curriculum at Solano Community College will not change due to the presence of underage students
 - Solano faculty advisors of any clubs or activities in which middle college students participate will not be responsible for underage students
 - Middle college students may be involved in faculty evaluations
 - Either party may open middle college up for reconsideration at any time
- **28.2** Instruction at California State Prison, Solano: The District and Faculty Association agree as follows to the working conditions represented by a teaching program on site at California State Prison (CSP), Solano, located in Vacaville, CA.

CSP Solano has offered the District classrooms for its use in delivering curriculum. In addition, some instruction may be delivered in a "correspondence course" format. Faculty may elect to voluntarily teach at the Prison as part of their teaching load, under the same terms and conditions as defined in the current Collective Bargaining Agreement (CBA) and according to District policies except for the following changes:

- A. Teaching at the prison will be solely voluntary. A full-time and/or part-time faculty member may choose to teach there, but may not be assigned a class there without consent.
- B. Per Article 16.7.4, the District reiterates that the curriculum developed by the instructor for face-to-face instruction or correspondence courses will remain the intellectual property of the faculty member.
- C. It is not anticipated that additional or special training will be needed by faculty teaching at the Prison. Any training that may be available and/or required to teach at the Prison may be taken with the utilization of professional development (FlexCal) hours.
- D. Faculty members may, but are not required to, hold office hours in the prison.

SC	Faculty Coordinator Performa Evaluation	ince
Name:	Date:	
Coordii	nator Role:	
Evaluat	ing Administrator (s):	
Rating	Scale*:	
N/A (1) (2) (3) *Evalua	DOES NOT APPLY to this employee at this time, and/or there has been insufficient observe and/or reasonably assess performance in this area Doing LESS and/or quality is LESS THAN EXPECTED (quality/quantity) Doing WHAT IS EXPECTED in this position (quality/quantity) Doing MORE and/or BETTER THAN EXPECTED (quality/quantity) tors must explain any rating of less than 2 in the comments section	
	Coordinator Effectiveness	
3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13.	Provides clear and concise professional objectives Meets deadlines Demonstrates fiscal responsibility Demonstrates supervising ability Organizes necessary programs and activities to increase efficiency and effectiveness Willing to assist in the needs of the faculty Willing to assist in the needs of the staff Willing to assist in the needs of the students Willing to assist in the needs of the pubic Demonstrates sensitivity to students from diverse backgrounds Demonstrates organizational skills Demonstrates problem solving techniques Possesses oral communication skills	
14. 15. 16. 17. 18. 19. 20. 21. 22.	Demonstrates creativity Demonstrates adaptability to flexible work scheduling Effectively communicates with staff in other departments Works cooperatively with staff in other departments Assists in scheduling and staffing needs as necessary	

Overall Coordinator Effectiveness (An average rating of 1.5 = an overall average of 2; 2.5 = 3)	RATING (1) (2) (3) N/A
Comments by Evaluators (Attach additional sheets if needed)	
Recommendation	
Check one of the choices below: 1. Not recommended for continued employment 2. Continued employment contingent upon correction of noted recommendation - Any rating of lower than 2 in the overall categories must include recomming improvement (include or attach to evaluation) 3. Recommended for continued employment Comments by Faculty Member (Attach additional sheets if needed)	
Note: Attach a copy of the student evaluation summary. Signature of Employee: Date	e:
Signature of Administrator: Dat	e:
The above signature of the faculty member indicates that the faculty member has been given a has had the opportunity to review it. It does not necessarily denote agreement with all factors	a copy of this evaluation and
Faculty Coordinator Performance Evaluation	

APPENDIX I-B COUNSELOR FACULTY EVALUATION FORM

Rating Scale*: N/A DOE obse (1) Doir (2) Doir (3) Doir *Evaluators mu Sources on whi Self-Evalua Worksite O Other: Evaluator Obs 1. Has kno 2. Provide: 3. Is well p 4. Has kno 5. Meets c 6. Encoura 7. Provide: 8. Is suppo 9. Is willing 10. Is consid	Dbservation Mid-Semester Review Date:) Faculty/Team Initials:
obse (1) Doir (2) Doir (3) Doir *Evaluators mu Self-Evaluator Worksite O Other: Evaluator Obse 1. Has kno 2. Provide: 3. Is well p 4. Has kno 5. Meets c 6. Encoura 7. Provide: 8. Is suppo 9. Is willing 10. Is consid	Serve and/or reasonably assess performance in this area ng LESS and/or quality is LESS THAN EXPECTED (quality/quantity) ng WHAT IS EXPECTED in this position (quality/quantity) ng MORE and/or BETTER THAN EXPECTED (quality/quantity) ust explain any rating of less than 2 in the comments section lich Evaluation is based: Ition Student Review of Faculty Performance Observation Mid-Semester Review Date: Teaching and Instructional Effectivenes	Faculty/Team Initials:
obse (1) Doir (2) Doir (3) Doir *Evaluators mu Self-Evaluator Worksite O Other: Evaluator Obse 1. Has kno 2. Provide: 3. Is well p 4. Has kno 5. Meets c 6. Encoura 7. Provide: 8. Is suppo 9. Is willing 10. Is consid	Serve and/or reasonably assess performance in this area ng LESS and/or quality is LESS THAN EXPECTED (quality/quantity) ng WHAT IS EXPECTED in this position (quality/quantity) ng MORE and/or BETTER THAN EXPECTED (quality/quantity) ust explain any rating of less than 2 in the comments section lich Evaluation is based: Ition Student Review of Faculty Performance Observation Mid-Semester Review Date: Teaching and Instructional Effectivenes) Faculty/Team Initials:
 (2) Doir (3) Doir *Evaluators musical self-Evaluation of the sel	ng WHAT IS EXPECTED in this position (quality/quantity) ng MORE and/or BETTER THAN EXPECTED (quality/quantity) ust explain any rating of less than 2 in the comments section ich Evaluation is based: ation Student Review of Faculty Performance Observation Mid-Semester Review Date: Teaching and Instructional Effectivenes	Faculty/Team Initials:
 (3) Doir *Evaluators mu Sources on whi Self-Evaluation Worksite O Other:	ng MORE and/or BETTER THAN EXPECTED (quality/quantity) ust explain any rating of less than 2 in the comments section ich Evaluation is based: ution Student Review of Faculty Performance Observation Mid-Semester Review Date: Teaching and Instructional Effectivenes	
 (3) Doir *Evaluators mu Sources on whi Self-Evaluation Worksite O Other:	ng MORE and/or BETTER THAN EXPECTED (quality/quantity) ust explain any rating of less than 2 in the comments section ich Evaluation is based: ution Student Review of Faculty Performance Observation Mid-Semester Review Date: Teaching and Instructional Effectivenes	
*Evaluators mu Sources on whi Self-Evaluat Worksite O Other: Evaluator Obs 1. Has kno 2. Provide: 3. Is well p 4. Has kno 5. Meets c 6. Encoura 7. Provide: 8. Is suppo 9. Is willing 10. Is consid	ust explain any rating of less than 2 in the comments section ich Evaluation is based: ation	
Sources on whi Self-Evalua Worksite O Other: Evaluator Obs 1. Has kno 2. Provide: 3. Is well p 4. Has kno 5. Meets c 6. Encoura 7. Provide: 8. Is suppo 9. Is willing 10. Is consid	ich Evaluation is based: ation Student Review of Faculty Performance Observation Mid-Semester Review Date: Teaching and Instructional Effectivenes	
 Has kno Provide: Is well p Has kno Meets c Encoura Provide: Is suppo Is willing Is consid 	-	
 Has kno Provide: Is well p Has kno Meets c Encoura Provide: Is suppo Is willing Is consid 	servations:	RATING
 Provide: Is well p Has kno Meets c Encoura Provide: Is suppo Is willing Is considered 		(1) (2) (3) N/A
 Is well p Has kno Meets c Encoura Provide: Is suppo Is willing Is considered 	owledge of academic advising requirements and standards.	
 Has kno Meets c Encoura Provide: Is suppo Is willing Is considered 	s clear and concise information regarding academic requirements.	
 Meets c Encoura Provide Is suppo Is willing Is consid 	prepared for counseling sessions.	
 Encoura Provide Is suppo Is willing Is considered 	owledge of career and personal counseling.	
 Provide: Is supported Is willing Is considered 	counseling appointments promptly.	
 Is supported by su	ages students to ask questions and express opinions.	
9. Is willing 10. Is consid	es a supportive atmosphere for resolving student personal problems. ortive and encouraging to students.	
10. Is consid	g to assist faculty, staff and administration.	
	derate and focused on student concerns.	
Motivat	tes students; interest in their educational planning.	
12. Assists v	with student orientation and recruitment.	
	strates sensitivity to counsel students from diverse backgrounds.	
	as a liaison with an assigned academic division or special area.	
	soutreach services (information sessions, testing coordination, counsel assigned school or agency.	ling, 🗌 🗌 🗌 🗌
,,		
Overall (An aver		

December 2, and timemers/targets Orders instructional materials, equipment, textbooks, etc. in a timely fashion Works cooperatively with and assists other staff members (especially new faculty) Provides information for the development of departmental budgets and monitors expenditures as needed Exercises good judgement in the management and use of facilities, equipment & supplies Attends division meetings and in-services Initiates and/or participates in overall department-wide program development, maintenance, evaluation, revision, updating, and/or expansion of programs Examples: RATING Area and Departmental Responsibilities Overall Rating (Ne) (N/ (An average rating of 1.5 = an overall average of 2; 2.5 = 3) College-Wide Service Demonstrates a pattern of service on College committees, projects and/or student organizations Demonstrates in faculty/college governance Professional Development and Community Service (Ves) (No) (N/ 1. Demonstrates a pattern of academic/professional and/or technical updating or currency		Area/Departmental Responsibilities and College-Wide Serv	ice		
1. Is knowledgeable about and abides by College, Area and Departmental policies, procedures, and timelines/targets Orders instructional materials, equipment, textbooks, etc. in a timely fashion Works cooperatively with and assists other staff members (especially new faculty) Provides information for the development of departmental budgets and monitors expenditures as needed Exercises good judgement in the management and use of facilities, equipment & supplies Attends division meetings and in-services Initiates and/or participates in overall department-wide program development, maintenance, evaluation, revision, updating, and/or expansion of programs Examples: Participates in Area and Departmental duties and responsibilities Area and Departmental Responsibilities Overall Rating (An average rating of 1.5 = an overall average of 2; 2.5 = 3) College-Wide Service RATING 9. Demonstrates a pattern of service on College committees, projects and/or student organizations Initiates in flexible calendar duty days Participates in flexible calendar duty days Professional Development and Community Service (Optional) (Yes) (No) (N/ Demonstrates a pattern of academic/professional and/or technical updating or currency 			RATI	NG	
maintenance, evaluation, revision, updating, and/or expansion of programs Image: I	2. 3. 4. 5.	procedures, and timelines/targets Orders instructional materials, equipment, textbooks, etc. in a timely fashion Works cooperatively with and assists other staff members (especially new faculty) Provides information for the development of departmental budgets and monitors expenditures as needed Exercises good judgement in the management and use of facilities, equipment & supplies Attends division meetings and in-services			
Area and Departmental Responsibilities Overall Rating (Area and Departmental Responsibilities Overall Rating (An average rating of 1.5 = an overall average of 2; 2.5 = 3) (No) College-Wide Service (No) 9. Demonstrates a pattern of service on College committees, projects and/or student organizations (No) 10. Participates in faculty/college governance (No) 11. Participates in flexible calendar duty days (Ves) (No) <td></td> <td></td> <td></td> <td></td> <td></td>					
Area and Departmental Responsibilities Overall Rating (Yes) (No) (N/ (An average rating of 1.5 = an overall average of 2; 2.5 = 3) Image: Image	8.	Participates in Area and Departmental duties and responsibilities			
9. Demonstrates a pattern of service on College committees, projects and/or student organizations Image: Participates in faculty/college governance Image: Participates in flexible calendar duty days Image: Professional Development and Community Service (Optional) Image: Professional Development and Community Service Image: Professional Development and Community Service (Optional) Image: Professional Development and Community Service (Optional) Image: Professional Development and Community Service (Optional) Image: Professional and/or technical updating or currency 		(An average rating of 1.5 = an overall average of 2; 2.5 = 3)	(Yes)	(No)	(N//
(Optional) (Yes) (No) (N/ 1. Demonstrates a pattern of academic/professional and/or technical updating or currency	10.	Demonstrates a pattern of service on College committees, projects and/or student organizations Participates in faculty/college governance	_	_	
1. Demonstrates a pattern of academic/professional and/or technical updating or currency		•			
					(N//

Comments by Evaluate	ors		
(Attach additional sheets if nee	eded)		
Recommendation			
Check one of the choices below:			
1. Not recommended for continued employment			
2. Continued employment contingent upon correction of noted	-		
 Any rating lower than 2 in the overall categories must (include or attach to evaluation) 	 Any rating lower than 2 in the overall categories must include recommendations for improvement (include or attach to evaluation) 		
3. Recommended for continued employment			
Comments by Fourth, M.			
Comments by Faculty Me (Attach additional sheets if nee			
Signature of Employee:			
Signature of Administrator:	Date:		
The above signature of the faculty member indicates that the faculty memb			
nas had the opportunity to review it. It does not necessarily denote agreem	tent with all factors of the evaluation		
Counseling Faculty Performance Evaluation			

APPENDIX I-C INSTRUCTIONAL FACULTY EVALUATION FORM

SC COM	Instructional Faculty SOLANO COMMUNITY COLLEGE			
Name:	D	Date:		
Instruc	tional Program or Discipline:			
Evaluat	tors:			
	Scale*:			
Source Seli	observe and/or reasonably assess performance in this area Doing LESS and/or quality is LESS THAN EXPECTED (quality/quantity) Doing WHAT IS EXPECTED in this position (quality/quantity) Doing MORE and/or BETTER THAN EXPECTED (quality/quantity) Doing MORE and/or BETTER THAN EXPECTED (quality/quantity) ators must explain any rating of less than 2 in the comments section or on or s on which Evaluation is based: f-Evaluation Student Review of Faculty Performance wrksite Observation Mid-Semester Review Date: per:	Faculty/Team Initials:		
	Teaching and Instructional Effectiveness			
Evalua	ator Observations:	RATING		
2. 3. 4. 5. 6.	Plans for and is well-prepared to teach. Provides courteous and effective delivery of instruction. Courteous and approachable by students. Demonstrates sensitivity to students from diverse backgrounds. Able to relate with students and command their respect. Stimulates student participation. Instruction is consistent with the stated and approved goals and content of the co Shows enthusiasm for the subject matter. Uses effective motivation to create student desire to learn the subject/skills. Makes effective use of teaching aids and materials. Prepares complete course information sheet. Updates course content, methods, and materials of instruction as necessary. Coordinates course content and methods with established outlines. Meets and assists students during office hours (for regular faculty and adjunct fac they provide office hours).			
Instructio	they provide office hours). nal Faculty Performance Evaluation - September 2018			

Stude	nt Observations:	RATING (1) (2) (3) N/A
З.	Plans for and is well-prepared to teach. Courteous and approachable by students. Demonstrates sensitivity to students from diverse backgrounds. Uses standards of student evaluation that are clear, fair, and followed consistently throughout the course	
5.	throughout the course. Requires and evaluates levels of student effort sufficient to determine the mastery of the	
6.	subject or skills in the course. Grades and returns student assignments and tests in a reasonable period of time.	
	Meets and assists students during office hours (for regular faculty and adjunct faculty if they provide office hours).	
	Overall Teaching and Instruction Effectiveness (An average rating of 1.5 = an overall average of 2; 2.5 = 3)	
	Area/Departmental Responsibilities and College-Wide Serv	ice
		RATING (Yes) (No) (N/A)
1.	procedures, and timelines/targets	
	Orders instructional materials, equipment, textbooks, etc. in a timely fashion	
3. 4.	Works cooperatively with and assists other staff members (especially new faculty) Provides information for the development of departmental budgets and monitors	
5.	expenditures as needed Exercises good judgement in the management and use of facilities, equipment & supplies	
6.	Attends division meetings and in-services	
7.	Develops Student Learning Outcomes or Service Area Outcomes as needed	
8.	Assesses Student Learning Outcomes or Service Area Outcomes as needed	
9.	Produces written reports on SLO or SAO assessment results as needed	
10.	Initiates and/or participates in overall department-wide program development, maintenance, evaluation, revision, updating, and/or expansion of programs Examples:	
11.	Participates in Area and Departmental duties and responsibilities	
	Area and Departmental Responsibilities Overall Rating (An average rating of 1.5 = an overall average of 2; 2.5 = 3)	RATING (1) (2) (3) (N/A)
	College-Wide Service (Optional-based on Self-Evaluation)	RATING (Yes) (No) (N/A)
12.	Demonstrates a pattern of service on College committees, projects and/or student organizations	
13.	-	
14.	Participates in flexible calendar duty days	

Specific Course Name: Comments (Address any ratings of 2 and below): 	(Years 2, 3, and 4 only) (In Demonstrates a pattern of academic/professional and/or technical updating or currency (Years 2, 3, and 4 only) (Comments by Evaluators Classroom Visitation Date(5): Specific Course Name:			
(Years 2, 3, and 4 only) (Yes) (No) (N/A) 1. Demonstrates a pattern of academic/professional and/or technical updating or currency Image: Comments by Evaluators Classroom Visitation Date(5): Time: Image: Comments (Address on y ratings of 2 and below): Image: Comments (Address on y ratings of 2 and below): Image: Comments (Address on y ratings of 2 and below): Image: Comments (Address on y ratings of 2 and below): Image: Comments (Address on y ratings of 2 and below): Image: Comments (Address on y ratings of 2 and below): Image: Comments (Comments and/or recommendations for improvement on a separate sheet of paper. Recommendation Recommendations for improvement Image: Continued employment 1. Not recommended for continued employment Image: Continued employment 2. Any rating of 2 or lower in the overall categories must include recommendations for improvement (Include or attach to evaluation) Image: Comments by Faculty Member (Attach additional sheets if needed) 3. Recommended for continued employment Image: Comments by Faculty Member (Attach additional sheets if needed) Note: Attach a copy of the student evaluation summary. Signature of Employee: Image: Comments (Comments the faculty member has been given a copy of this evaluation and the faculty member has been given a copy of this evaluation and the faculty member has been given a copy of this evaluation and the faculty member	(Years 2, 3, and 4 only) (Yes) (No) 1. Demonstrates a pattern of academic/professional and/or technical updating or currency Image: Comments by Evaluators Classroom Visitation Date(s): Time: Image: Comments (Address any rotings of 2 and below): Specific Course Name: Image: Comments (Address any rotings of 2 and below): Image: Comments (Address any rotings of 2 and below): *If necessary, provide additional comments and/or recommendations for improvement on a separate sheet of paper. Recommendation Check one of the choices below: Image: Continued employment Image: Continued employment contingent upon correction of noted recommendations for improvement (Include or attach to evaluation) Image: Comments by Faculty Member (Attach additional sheets if needed) 3. Recommended for continued employment Image: Comments by Faculty Member (Attach additional sheets if needed) Image: Comments by Faculty Member (Attach additional sheets if needed) Image: Comments by Faculty Member (Stach additional sheets if needed) Note: Attach a copy of the student evaluation summary. Signature of Employee: Date: Image: Image	Professional Dev	lonment	
 Demonstrates a pattern of academic/professional and/or technical updating or currency Comments by Evaluators Classroom Visitation Date(s): Time: Specific Course Name: Comments (Address ony rotings of 2 and below): Comments (Address ony rotings of 2 and below): Transments (Address ony rotings of 2 and below): Recommendation The detects and/or recommendations for improvement on a separate sheet of paper. Recommendation Continued employment contingent upon correction of noted recommendations for improvement	Demonstrates a pattern of academic/professional and/or technical updating or currency Comments by Evaluators Classroom Visitation Date(s): Time: Specific Course Name: Comments (Address env retings of 2 and below): Comments (Address env retings of 2 and below): Recommendations for improvement on a separate sheet of paper. Recommendation Check one of the choices below: Not recommended for continued employment Not recommended for continued employment Continued employment contingent upon correction of noted recommendations for improvement (include or ottach to evaluation) Recommended for continued employment Comments by Faculty Member (Attach additional sheets if needed) Note: Attach a copy of the student evaluation summary. Signature of Employee: Date:			
Demonstrates a pattern of academic/professional and/or technical updating or currency Comments by Evaluators Classroom Visitation Date(s): Time: Specific Course Name: Comments and/or recommendations for improvement on a separate sheet of paper. Recommendation Check one of the choices below: Continued employment contingent upon correction of noted recommendations for improvement Continued employment Continued employment Continued employment Continued employment Continued employment Continued employment Comments by Faculty Member (Attach additional sheets if needed) Note: Attach a copy of the student evaluation summary. Signature of Employee: Date: Dat	Demonstrates a pattern of academic/professional and/or technical updating or currency Comments by Evaluators Classroom Visitation Date(s): Time: Specific Course Name: Comments (Address any ratings of 2 and below): Comments (Address any ratings of 2 and below): Recommendations for improvement on a separate sheet of paper. Recommendation Check one of the choices below: Otricued or continued employment Control or attach to evaluation Note: Attach a copy of the student evaluation summary. Signature of Employee: Date:			
Classroom Visitation Date(s):	Classroom Visitation Date(s):		(Yes) (No) (N/A)
Classroom Visitation Date(s): Time: Specific Course Name: comments [Address any rotings of 2 and below]: "If necessary, provide additional comments and/or recommendations for improvement on a separate sheet of paper. Recommendation Check one of the choices below: 1 Not recommended for continued employment 2 Continued employment contingent upon correction of noted recommendations for improvement Any rating of 2 or lower in the overall categories must include recommendations for improvement (include or ottach to evaluation) 3 Recommended for continued employment Comments by Faculty Member (Attach additional sheets if needed) Note: Attach a copy of the student evaluation summary. Signature of Employee: Date: Signature of Administrator: Date: The above signature of the faculty member indicates that the faculty member has been given a copy of this evaluation and	Classroom Visitation Date(s): Time: Specific Course Name: comments (Address any ratings of 2 and below): "If necessary, provide additional comments and/or recommendations for improvement on a separate sheet of paper. Recommendation Check one of the choices below: 1 Not recommended for continued employment 2 Continued employment contingent upon correction of noted recommendations for improvement Any rating of 2 or lower in the overall categories must include recommendations for improvement Any rating of 2 or lower in the overall categories must include recommendations for improvement (include or attach to evaluation) 3 Recommended for continued employment Comments by Faculty Member (Attach additional sheets if needed) Note: Attach a copy of the student evaluation summary. Signature of Employee: Date: Signature of Administrator: Date: The above signature of the faculty member indicates that the faculty member has been given a copy of this evaluation and	 Demonstrates a pattern of academic/professional and/or t 	chnical updating or currency	
Classroom Visitation Date(s): Time: Specific Course Name: comments [Address any rotings of 2 and below]: "If necessary, provide additional comments and/or recommendations for improvement on a separate sheet of paper. Recommendation Check one of the choices below: 1 Not recommended for continued employment 2 Continued employment contingent upon correction of noted recommendations for improvement Any rating of 2 or lower in the overall categories must include recommendations for improvement (include or ottach to evaluation) 3 Recommended for continued employment Comments by Faculty Member (Attach additional sheets if needed) Note: Attach a copy of the student evaluation summary. Signature of Employee: Date: Signature of Administrator: Date: The above signature of the faculty member indicates that the faculty member has been given a copy of this evaluation and	Classroom Visitation Date(s): Time: Specific Course Name: comments (Address any ratings of 2 and below): "If necessary, provide additional comments and/or recommendations for improvement on a separate sheet of paper. Recommendation Check one of the choices below: 1 Not recommended for continued employment 2 Continued employment contingent upon correction of noted recommendations for improvement Any rating of 2 or lower in the overall categories must include recommendations for improvement Any rating of 2 or lower in the overall categories must include recommendations for improvement (include or attach to evaluation) 3 Recommended for continued employment Comments by Faculty Member (Attach additional sheets if needed) Note: Attach a copy of the student evaluation summary. Signature of Employee: Date: Signature of Administrator: Date: The above signature of the faculty member indicates that the faculty member has been given a copy of this evaluation and			
Specific Course Name: Comments (Address any ratings of 2 and below): "If necessary, provide additional comments and/or recommendations for improvement on a separate sheet of paper. Recommendation Check one of the choices below: 1. Not recommended for continued employment 2. Continued employment contingent upon correction of noted recommendations for improvement . Any rating of 2 or lower in the overall categories must include recommendations for improvement (include or attach to evaluation) 3. Recommended for continued employment Comments by Faculty Member (Attach additional sheets if needed) Note: Attach a copy of the student evaluation summary. Signature of Employee: Signature of Administrator: The above signature of the faculty member indicates that the faculty member has been given a copy of this evaluation and	Specific Course Name: Comments (Address any ratings of 2 and below): "If necessary, provide additional comments and/or recommendations for improvement on a separate sheet of paper. Recommendation Check one of the choices below: 1. Not recommended for continued employment 2. Continued employment contingent upon correction of noted recommendations for improvement . Any rating of 2 or lower in the overall categories must include recommendations for improvement . Any rating of 2 or lower in the overall categories must include recommendations for improvement . (include or attach to evaluation) 3. Recommended for continued employment Comments by Faculty Member (Attach additional sheets if needed) Note: Attach a copy of the student evaluation summary. Signature of Employee: Date:	Comments by Ev	aluators	
Comments (Address any ratings of 2 and below): 	Comments (Address any ratings of 2 and below): 	Classroom Visitation Date(s):	Time:	
Comments (Address any ratings of 2 and below): 	Comments (Address any ratings of 2 and below): 	Specific Course Name:		
*If necessary, provide additional comments and/or recommendations for improvement on a separate sheet of paper. *If necessary, provide additional comments and/or recommendations for improvement on a separate sheet of paper. Recommendation Check one of the choices below: 1 Not recommended for continued employment 2 Continued employment contingent upon correction of noted recommendations for improvement (include or attach to evaluation) 3 Recommended for continued employment Comments by Faculty Member (Attach additional sheets if needed) Note: Attach a copy of the student evaluation summary. Signature of Employee: Date: Signature of Administrator: Date: The above signature of the faculty member indicates that the faculty member has been given a copy of this evaluation and	*If necessary, provide additional comments and/or recommendations for improvement on a separate sheet of paper. *If necessary, provide additional comments and/or recommendations for improvement on a separate sheet of paper. Recommendation Check one of the choices below: 1 Not recommended for continued employment 2 Continued employment contingent upon correction of noted recommendations for improvement (include or attach to evaluation) 3 Recommended for continued employment Comments by Faculty Member (Attach additional sheets if needed) Note: Attach a copy of the student evaluation summary. Signature of Employee: Date: Signature of Administrator: Date: The above signature of the faculty member indicates that the faculty member has been given a copy of this evaluation and			
Recommendation Check one of the choices below: 1. Not recommended for continued employment 2. Continued employment contingent upon correction of noted recommendations for improvement (include or attach to evaluation) 3. Recommended for continued employment Signature of the student evaluation summary. Signature of Employee: Date: Date: Date: Date:	Recommendation Check one of the choices below: 1. Not recommended for continued employment 2. Continued employment contingent upon correction of noted recommendations for improvement (include or attach to evaluation) 3. Recommended for continued employment Comments by Faculty Member (Attach additional sheets if needed) Note: Attach a copy of the student evaluation summary. Signature of Employee: Date: Signature of Administrator: Date: Date: Date:	· · · · · · · · · · · · · · · · · · ·		
Recommendation Check one of the choices below: 1. Not recommended for continued employment 2. Continued employment contingent upon correction of noted recommendations for improvement (include or attach to evaluation) 3. Recommended for continued employment Comments by Faculty Member (Attach additional sheets if needed) Note: Attach a copy of the student evaluation summary. Signature of Employee: Date: Signature of Administrator: Date: Date: Date:	Recommendation Check one of the choices below: 1. Not recommended for continued employment 2. Continued employment contingent upon correction of noted recommendations for improvement (include or attach to evaluation) 3. Recommended for continued employment Signature of the student evaluation summary. Signature of Employee: Date: Date: Date:			
Recommendation Check one of the choices below: 1. Not recommended for continued employment 2. Continued employment contingent upon correction of noted recommendations for improvement (include or attach to evaluation) 3. Recommended for continued employment Signature of the student evaluation summary. Signature of Employee: Date: Date: Date: Date:	Recommendation Check one of the choices below: 1. Not recommended for continued employment 2. Continued employment contingent upon correction of noted recommendations for improvement (include or attach to evaluation) 3. Recommended for continued employment Comments by Faculty Member (Attach additional sheets if needed) Note: Attach a copy of the student evaluation summary. Signature of Employee: Date: Signature of Administrator: Date: Date: Date:			
Check one of the choices below:	Check one of the choices below:	"If necessary, provide additional comments and/or recommendations for improve	nent on a separate sheet of paper.	
1. Not recommended for continued employment 2. Continued employment contrigent upon correction of noted recommendations for improvement (include or attach to evaluation) 3. Recommended for continued employment Comments by Faculty Member (Attach additional sheets if needed) Note: Attach a copy of the student evaluation summary. Signature of Employee: Date: Signature of Administrator: Date: The above signature of the faculty member indicates that the faculty member has been given a copy of this evaluation and	1. Not recommended for continued employment 2. Continued employment contingent upon correction of noted recommendations for improvement (include or attach to evaluation) 3. Recommended for continued employment Comments by Faculty Member (Attach additional sheets if needed) Note: Attach a copy of the student evaluation summary. Signature of Employee: Date: Signature of Administrator: Date: The above signature of the faculty member indicates that the faculty member has been given a copy of this evaluation and	Recommend	ation	
1. Not recommended for continued employment 2. Continued employment contingent upon correction of noted recommendations for improvement (include or attach to evaluation) 3. Recommended for continued employment Comments by Faculty Member (Attach additional sheets if needed) Vote: Attach a copy of the student evaluation summary. Signature of Employee: Date: Date: Date: Date: Date:	1. Not recommended for continued employment 2. Continued employment contrigent upon correction of noted recommendations for improvement 3. Recommended for continued employment Comments by Faculty Member (Attach additional sheets if needed) Vote: Attach a copy of the student evaluation summary. Signature of Employee: Date: Date: Date: Date: Date:			
2. Continued employment contingent upon correction of noted recommendations for improvement - Any rating of 2 or lower in the overall categories must include recommendations for improvement (include or attach to evaluation) 3. Recommended for continued employment Comments by Faculty Member (Attach additional sheets if needed) Vote: Attach a copy of the student evaluation summary. Signature of Employee: Date:	2. Continued employment contingent upon correction of noted recommendations for improvement - Any rating of 2 or lower in the overall categories must include recommendations for improvement (include or attach to evaluation) 3. Recommended for continued employment Comments by Faculty Member (Attach additional sheets if needed) Vote: Attach a copy of the student evaluation summary. Signature of Employee: Date:	Check one of the choices below:		
Any rating of 2 or lower in the overall categories must include recommendations for improvement (include or attach to evaluation) 3. Recommended for continued employment Comments by Faculty Member (Attach additional sheets if needed) Note: Attach a copy of the student evaluation summary. Signature of Employee: Date: Date	Any rating of 2 or lower in the overall categories must include recommendations for improvement (include or attach to evaluation) Recommended for continued employment Comments by Faculty Member (Attach additional sheets if needed)			
(include or attach to evaluation) 3. Recommended for continued employment Comments by Faculty Member (Attach additional sheets if needed) Note: Attach a copy of the student evaluation summary. Signature of Employee: Date: D	(include or attach to evaluation) 3. Recommended for continued employment Comments by Faculty Member (Attach additional sheets if needed) Note: Attach a copy of the student evaluation summary. Signature of Employee: Date: D		-	
Comments by Faculty Member (Attach additional sheets if needed) Note: Attach a copy of the student evaluation summary. Signature of Employee: Date: Signature of Administrator: Date: The above signature of the faculty member indicates that the faculty member has been given a copy of this evaluation and	Comments by Faculty Member (Attach additional sheets if needed) Note: Attach a copy of the student evaluation summary. Signature of Employee: Date: Signature of Administrator: Date: The above signature of the faculty member indicates that the faculty member has been given a copy of this evaluation and	(include or attach to evaluation)	,	
(Attach additional sheets if needed) Note: Attach a copy of the student evaluation summary. Signature of Employee: Signature of Administrator: The above signature of the faculty member indicates that the faculty member has been given a copy of this evaluation and	(Attach additional sheets if needed) Note: Attach a copy of the student evaluation summary. Signature of Employee: Signature of Administrator: The above signature of the faculty member indicates that the faculty member has been given a copy of this evaluation and	3. Recommended for continued employment		
Note: Attach a copy of the student evaluation summary. Signature of Employee: Date:	Note: Attach a copy of the student evaluation summary. Signature of Employee: Date:		•	
Signature of Employee: Date: Signature of Administrator: Date: Date: Date: The above signature of the faculty member indicates that the faculty member has been given a copy of this evaluation and	Signature of Employee: Date: D	(Attach additional shee	ts if needed)	
Signature of Employee: Date: Signature of Administrator: Date: Date: Date: The above signature of the faculty member indicates that the faculty member has been given a copy of this evaluation and	Signature of Employee: Date: D			
Signature of Employee: Date: Signature of Administrator: Date: Date: Date: The above signature of the faculty member indicates that the faculty member has been given a copy of this evaluation and	Signature of Employee: Date: D			
Signature of Employee: Date: Signature of Administrator: Date: Date: Date: The above signature of the faculty member indicates that the faculty member has been given a copy of this evaluation and	Signature of Employee: Date: D			
Signature of Employee: Date:	Signature of Employee: Date: D			
Signature of Employee: Date: Signature of Administrator: Date: Date: Date: The above signature of the faculty member indicates that the faculty member has been given a copy of this evaluation and	Signature of Employee: Date: D			
Signature of Administrator: Date:	Signature of Administrator: Date: Date:	Note: Attach a copy of the student evaluation summary.		
Signature of Administrator: Date: Date: Date:	Signature of Administrator: Date: Date:	Signature of Employee'	Date	
The above signature of the faculty member indicates that the faculty member has been given a copy of this evaluation and	The above signature of the faculty member indicates that the faculty member has been given a copy of this evaluation and			
		Signature of Administrator:	Date:	
	has had the opportunity to review it. It does not necessarily denote agreement with all factors of the evaluation.			

APPENDIX I-D LIBRARIAN EVALUATION FORM

Library Faculty Performance Evaluation	
Name: SCC ID: D	ate:
Evaluators:	
Rating Scale*:	
 N/A DOES NOT APPLY to this employee at this time, and/or there has been insufficient observe and/or reasonably assess performance in this area (1) Doing LESS and/or quality is LESS THAN EXPECTED (quality/quantity) (2) Doing WHAT IS EXPECTED in this position (quality/quantity) (3) Doing MORE and/or BETTER THAN EXPECTED (quality/quantity) *Evaluators must explain any rating of less than 2 in the comments section 	ent opportunity to
Sources on which Evaluation is based: Sources on which Evaluation Student Review of Faculty Performance Faculty/ Worksite Observation Mid-Semester Review Date:	
Teaching and Instructional Effectiveness	
Evaluator Observations:	RATING
 Instructs and guides students in their information al needs: ready reference of directional information Instructs and guides students in their information al needs: technical or research assistance Assists the staff/faculty in their information needs. Demonstrates skills to perform assigned duties. Courteous and approachable by students and staff. Demonstrates sensitivity to students from diverse backgrounds. Advises library technicians of resources needed to assist students with assignments. Gives orientations for classes as requested by instructors. Gives library orientations to others as needed. Instructs library staff in using printed and non-print reference resources. Maintains a positive learning environment in the library Selects appropriate and useful materials (books, periodicals, media, etc.) for purchase. Possesses written communication skills. Communicates with supervisor. Completes and compiles library reference statistics and reports timely & accurately Overall Librarian Effectiveness 	
(An average rating of 1.5 = an overall average of 2; 2.5 = 3)	
Library Faculty Performance Evaluation	

		RATING (Yes) (No) (N/A
1.	Is knowledgeable about and abides by College, Area and Departmental policies, procedures, and timelines/targets	
	Orders instructional materials, equipment, textbooks, etc. in a timely fashion	
	Works cooperatively with and assists other staff members (especially new faculty) Provides information for the development of departmental budgets and monitors	
4.	expenditures as needed	
5.	Exercises good judgement in the management and use of facilities, equipment & supplies	
6.	Attends division meetings and in-services	
7.	Develops Student Learning Outcomes or Service Area Outcomes as needed	
	Assesses Student Learning Outcomes or Service Area Outcomes as needed	
	Produces written reports on SLO or SAO assessment results as needed	
10.	Initiates and/or participates in overall department-wide program development, maintenance, evaluation, revision, updating, and/or expansion of programs Examples:	
11	Participates in Area and Departmental duties and responsibilities	
	rendepates in rice and opperational dates and responsibilities	RATING
	Area and Departmental Responsibilities Overall Rating (An average rating of 1.5 = an overall average of 2; 2.5 = 3)	(Yes) (No) (N/A
	College-Wide Service	
12.	Demonstrates a pattern of service on College committees, projects and/or student	
	organizations	
	Participates in faculty/college governance	
14.	Participates in flexible calendar duty days	
	Professional Development and Community Service (Optional)	
		(Yes) (No) (N/A)
1.	Demonstrates a pattern of academic/professional and/or technical updating or currency	
2.	Contributes to the local community	

Comments by Evaluat	ors
(Attach additional sheets if ne	
Recommendation	
Check one of the choices below:	
1. Not recommended for continued employment	
 Continued employment contingent upon correction of note Any rating lower than 2 in the overall categories must 	
(include or attach to evaluation) 3. Recommended for continued employment	
Comments by Faculty Me	ember
(Attach additional sheets if ne	eded)
ignature of Employee:	Date:
ignature of Administrator:	Date: per has been given a copy of this evaluation and
ignature of Administrator:	Date: per has been given a copy of this evaluation and
ignature of Administrator:	Date: per has been given a copy of this evaluation and
ignature of Employee:	Date: per has been given a copy of this evaluation and
Signature of Administrator:	Date: per has been given a copy of this evaluation and
Signature of Administrator:	Date: per has been given a copy of this evaluation and

APPENDIX I-E NON-INSTRUCTIONAL COUNSELOR EVALUATION

SOL		r (Non-Instrue Ince Evaluatio		
Name: _		SCC ID:	Date:	
Evaluato	rs:			
Rating So	ale*:			
Sources	DOES NOT APPLY to this employee a observe and/or reasonably assess pe Doing LESS and/or quality is LESS TH Doing WHAT IS EXPECTED in this pos Doing MORE and/or BETTER THAN E ors must explain any rating of 2 or less on which Evaluation is based: Evaluation	erformance in this area AN EXPECTED (quality/quant sition (quality/quantity) XPECTED (quality/quantity) in the comments section w of Faculty Performance	ity)	-
	Semester Review Date: r:	_		-
	Cour	nseling Effectiveness		
1. 4 2. 6 3. 1 4. 4 5. 7 6. 6 7. 6 8. 1 9. 1 10. 1 11. 7 13. 1 14. 7 15. 6	or Observations: Has knowledge of academic advising re- Provides clear and concise information is well prepared for counseling sessions Has knowledge of career and personal of Meets counseling appointments promp Encourages students to ask questions a Provides a supportive atmosphere for ri- is supportive and encouraging to student is willing to assist faculty, staff and adm is considerate and focused on student of Motivates students; interest in their ed Assists with student orientation and reconstructs Demonstrates sensitivity to counsel stu- Assists as a liaison with an assigned aca Provides outreach services (information counseling, etc.) to assigned school or a Devall Counselor Effectiveness An average rating of 1.5 = an overall average	regarding academic requirem counseling. tly. nd express opinions. esolving student personal pro- nts. inistration. concerns. ucational planning. cruitment. dents from diverse backgroun demic division or special area o sessions, testing coordinatio gency.	nents.	
(An average rating of 1.5 = an overall average and a serage and a	ge of 2; 2.5 = 3)		
Counseling I	Non-Instructional Performance Evaluation			

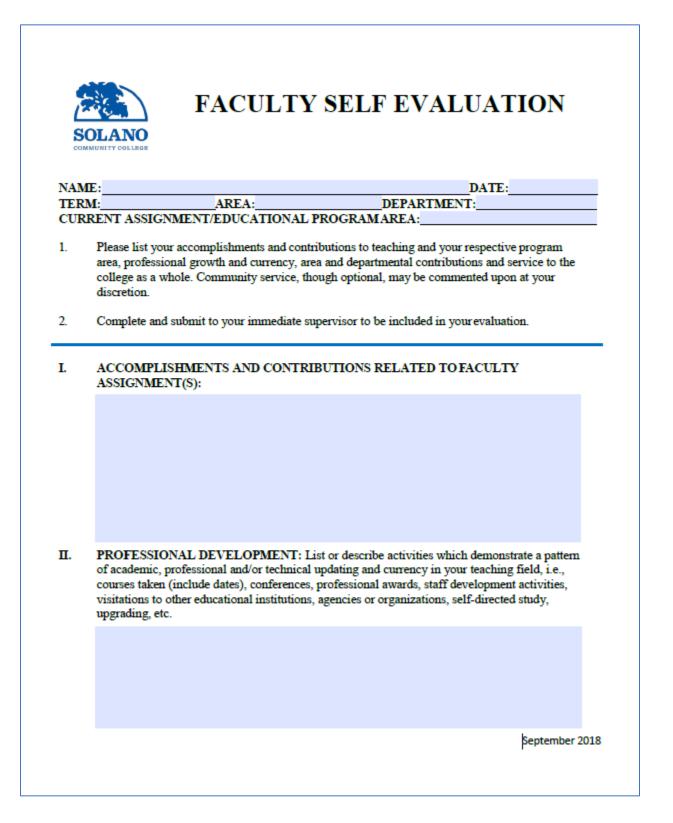
Stude 1. 2. 3. 4. 5. 6.	nt Evaluations: Has knowledge of academic advising requirements and standards Is well prepared for counseling sessions. Meets counseling appointments promptly. Encourages students to ask questions and express opinions. Provides a supportive atmosphere for resolving student personal problems. Supportive and encouraging to students.	RATING (1) (2) (3) N/A
7.		
	Overall Counselor Effectiveness	
	Area/Departmental Responsibilities and College-Wide Serv	/ice
1.	Is knowledgeable about and abides by College, Area and Departmental policies,	RATING (Yes) (No) (N/A)
2.	procedures, and timelines/targets Orders instructional materials, equipment, textbooks, etc. in a timely fashion	
	Works cooperatively with and assists other staff members (especially new	
4.	faculty) Provides information for the development of departmental budgets and monitors expenditures as needed	
5.	Exercises good judgement in the management and use of facilities, equipment &	
6.	supplies Attends division meetings and in-services	
7.	······································	
8.	maintenance, evaluation, revision, updating, and/or expansion of programs Participates in Area and Departmental duties and responsibilities	
		RATING (1) (2) (3) (N/A)
	Area and Departmental Responsibilities Overall Rating (An average rating of 1.5 = an overall average of 2; 2.5 = 3)	
		RATING
	College-Wide Service	(1) (2) (3) N/A
9.	Demonstrates a pattern of service on College committees, projects and/or student organizations	
10.	Participates in faculty/college governance	
11.	Participates in flexible calendar duty days	
Counselin	g Non-Instructional Performance Evaluation	

Professional Development and Community Service (Optional)			
 Demonstrates a pattern of academic/professional and/or technical updating or currency 	(Yes)	(No)	(N/A)
2. Contributes to the local community			
Comments by Evaluator (Attach additional sheets if needed)			
Decomposed detion			
Recommendation			
heck one of the choices below:			
1. Not recommended for continued employment			
 Continued employment contingent upon correction of noted recommendat Any rating of lower than 2 in the overall categories must include recommended for continued employment Recommended for continued employment 			
Comments by Faculty Member (Attach additional sheets if needed)			
ignature of Employee: Date: _			
gnature of Administrator: Date:			
ne above signature of the faculty member indicates that the faculty member has been given a copy of this evaluation and It does not necessarily denote agreement with all factors of the evaluation	has had the o	pportuni	ty to revie

iunci _			Da	te:	
		e:			
tatus:	Contract Year 1	Contract Year 2 Cont	tract Year 3	ontract Year 4 📃 Tenur	red
lassrooi	n Visitation Date(s):			Time:	
pecific (ourse Name:				
	ns for and is well-prepare IMENTS:	ed to teach.			
CON	IVIENTS.				
	ides organized and effe	tive delivery of instructio	n.		
CON	MENTS:	,			
CON	-	,			
CON	-				
	IMENTS:				
3. Cou	-				
3. Cou	IMENTS: teous to and approacha				
3. Cou	IMENTS: teous to and approacha				
3. Cou CON	MENTS: teous to and approacha IMENTS: ionstrates sensitivity to				
3. Cou CON	MENTS: teous to and approacha MENTS:	ble by students.			
3. Cou CON	MENTS: teous to and approacha IMENTS: ionstrates sensitivity to	ble by students.			
3. Cou CON 4. Den CON	MENTS: teous to and approacha MENTS: onstrates sensitivity to MENTS:	ble by students.	kgrounds.		
3. Cou CON 4. Den CON 5. Able	MENTS: teous to and approacha MENTS: onstrates sensitivity to MENTS:	ble by students.	kgrounds.		
3. Cou CON 4. Den CON 5. Able	MENTS: teous to and approacha MENTS: onstrates sensitivity to MENTS:	ble by students.	kgrounds.		

r

· ·	Stimulates student partic COMMENTS:	ipation.				
	commento.					
7.	Instruction is consistent of COMMENTS:	with the stated an	nd approved goal	s and content of t	the course.	
8.	Shows enthusiasm for th	e subject matter.				
	COMMENTS:					
9.	Uses effective motivation	n to create studen	t desire to learn	the subject/skill(5).	
	COMMENTS:					
10). Makes effective use of te	aching aids and n	naterials.			
10	 Makes effective use of te COMMENTS: 	aching aids and n	naterials.			
10		aching aids and n	naterials.			
10		aching aids and n	naterials.			
	COMMENTS:	aching aids and n	naterials.			
		aching aids and n	naterials.			
	COMMENTS:	aching aids and n	naterials.			
	COMMENTS:	aching aids and n	naterials.			
	COMMENTS:	aching aids and n	naterials.			
	COMMENTS:	aching aids and n	naterials.			
	COMMENTS:	aching aids and n	naterials.			
AD	COMMENTS:	·			Date:	
AD	COMMENTS:	·			Date:	
AD	COMMENTS:	·			Date:	
AD	COMMENTS:	·			Date:	
AD	COMMENTS:	·			Date:	



Ш. AREA AND DEPARTMENTAL RESPONSIBILITIES: List or describe activities which demonstrate a pattern of contributions to your academic area, department and program outside the classroom. IV. COLLEGE-WIDE SERVICE: List or describe activities which demonstrate a pattern of service to the college as a whole, i.e., participation in college governance, college-wide committees, project teams, student organizations, state-wide organizations, accreditation functions, etc. V. COMMUNITY SERVICE: The College values the contributions made to the local communities by the instructional staff. However, such contributions are at the option of the instructor and are not a formal requirement of the full-time college instructor. This space is provided for you to insert a record of such contributions should you so desire. Information supplied is optional and is provided at your discretion. September 2018

APPENDIX II-A DIRECTIONS FOR STUDENT ADMINISTRATION OF SURVEY

SOLANO COMMUNITY COLLEGE DIRECTIONS FOR STUDENT ADMINISTRATION OF SURVEY Thank you for your assistance in administering the survey. Please do the following: Write the 6-digit evaluation code on the board. This number is to be written on the upper right 1. hand corner on the inside flap of the large envelope. 2. Given each student: a. survey form b. answer sheet c. pencil 3. Read this statement to the class: "Enter the evaluation code in the boxes next to the shaded area on your answer sheet, then mark the correct bubble next to each box." (Allow time for students to enter and mark code.) "This instructor evaluation form gives you the opportunity to express your opinions of this course and the way it is being taught. The statements included are qualities and/or methods important to good teaching. Your written comments will be typed so that your handwriting will not be identifiable. Your responses will be placed in a sealed envelope to insure that all information is kept confidential. Furthermore, the answer sheets are coded so that only the instructor's supervisor can identify the instructor to whom the forms belong. Read each item carefully and decide how you would rate this instructor and/or course. Please do not write your name or the

- After students have finished, collect the materials. Place completed answer sheets and survey forms in the large envelope. Place the pencils in the small envelope.
- 5. Seal the large envelope.

instructor's name on the answer sheet."

 For <u>on-campus classes</u>, deliver the envelope to the main entrance of Building 100 (west side) and drop in the Book Depository on the left side of the door.

For off-campus classes mail the envelope to the Assessment Center on the same evening.

APPENDIX II-B STUDENT EVALUATION OF INSTRUCTOR

SOLANO COMMUNITY COLLEGE STUDENT EVALUATION OF INSTRUCTOR

This survey lets you express how you feel about your instructor and this course. Only aggregate responses will be given to the instructor and her/his supervisor. To ensure confidentiality, **please do NOT write either your name or the instructor's name on this answer sheet.** Do NOT mark responses to items that do NOT apply to this course.

NOTE: The information on the next two pages are taken from the Scantron form used in evaluation process.

INFORMATION ABOUT THE INSTRUCTOR AND THE COURSE

Mark items numbered 1 to 20 using the following scale:

- A = Strongly agree
- B = Agree
- C = Don't know
- D = Disagree
- E = Strongly disagree

Do not mark responses to items which do not apply to this course.

- The instructor shows that she/he is sensitive to the feelings and needs of the students.
- 2. The instructor is well prepared for lectures, discussions and/or labs.
- 3. The instructor has adequate knowledge of the course material.
- 4. The instructor shows confidence during the class.
- 5. The instructor keeps the lecture(s) and/or class discussion(s) focused on the subject of the course.
- The instructor tries to find out if the students understand the material presented.
- The instructor's method of presenting material makes her/his teaching effective.
- The instructor uses clear and appropriate examples to explain new material.
- 9. The instructor encourages students to ask questions, disagree or express their own ideas.
- 10. The instructor is intellectually stimulating (thought provoking or causes students to do additional studying on their own).
- The instructor shows enthusiasm and interest in teaching the course.
- The instructor is generally available to students outside of class during scheduled office hours and appointments.
- 13. The instructor treats students fairly regardless of sex, age, ethnic background or physical condition.
- 14. The instructor gives adequate instructions concerning assignments.
- 15. The instructor begins most class sessions on time.
- 16. The instructor is present during most or all of the scheduled class meetings.
- 17. The purposes of this course (the concepts, facts or skills presented) have been made clear to the students.
- 18. The out-of-class assignments are directly related to the purposes of this course.
- 19. The tests and assignments are graded and returned within reasonable time.
- The way the performance of the students is evaluated in this course is fair and related to the purposes of the course.

STUDENT INFORMATION

For items 21 to 31 choose the most correct response for each item.

- 21. For my ability and preparation, the material was presented
- (A) Too fast
 (B) Fast
 (C) About right
 (D) Slow
 (E) Too slow
 Assuming a standard of two hours of outside preparation for each hour of class, the work required for this course is:
- (A) Excessive (B) High (C) About right (D) Low (E) Insignificant
 I have met with the instructor outside of class to discuss the course:
 - (A) Many times (B) A few times (C) Never, it was not necessary
 - (D) Never, the instructor was not available (E) Never, I didn't attempt
- I have been absent from class:
 (A) Never (B) Once or twice (C) 3 or 4 times (D) 5 to 9 times
 (E) Far below average
- 25. I would recommend this instructor to my friends as:
- (A) One of the best
 (B) Above Average
 (C) Average
 (D) Below average
 (E) Far below average
- Compared with what I expected to get from this course, I feel that I am getting:
 (A) Far more than I expected
 (B) More than I expected
 (C) What I expected
 (D) Less than I expected
 (E) Far less than I expected

ADDITIONAL STUDENT INFORMATION

- 27. By the end of this semester, I will have completed the following college units: (A) 0 - 15 (B) 16 - 30 (C) 31 - (D) 46 - 60 (E) 60 +
- 28. My overall grade point average for college courses completed is: (leave blank if you have not completed any college courses or if you don't know your grade point average).
- (A) 3.5 4.0 (B) 3.0 3.4 (C) 2.5 2.9 (D) 2.0 2.4 (E) 0 1.9 29. My final grade in this course will probably be:
- (A) A (B) B (C) C (D) D or F (E) Don't know
- I took this course to satisfy
 - (A) Major or certificate requirements (B) Transfer requirements
 - (C) General Education requirements (D) Electives (E) I'm not sure

PLEASE NOTE THESE SPECIAL INSTRUCTIONS FOR COMMENTS SECTION OF ANSWER SHEET

Many instructors have indicated that written comments help them understand better the responses to the multiple-choice items, and that the written comments frequently contain very helpful and constructive recommendations.

Please take the time and effort to:

- a) Explain or elaborate on your responses.
- b) Suggest ways in which the instructor can improve her/his teaching.
- c) Suggest ways in which the course can be improved.
- d) Please don't write your name or the instructor's name on the answer sheet.

Revised 5/19/04

SOLANO COMMUNITY COLLEGE
Course Evaluation

Course Name and Number _

Semester and Year____Instructor_

Instructions: We need your frank and thoughtful comments to help us acknowledge, improve and occasionally reward the quality of our teaching. After the grades are in, your responses will be studied by the instructor and the supervisor. As these evaluations are confidential, please do not sign your name. Use a typewriter or computer if you wish. After completing the evaluation, submit it to the designated student who will submit them to the Division <u>Office.</u>

What did you find valuable in this course? You might wish to comment, where appropriate, on:

> the assigned reading and class assignments

- > the instructor's presentations in class (clarity, quality of communication, enthusiasm)
- class discussion
- > availability of instructor outside of class

What were the course's shortcomings? How do you think it might be improved?

What were the instructor's particular strengths and weaknesses in this course?

Considering both the limitations and possibilities of the subject matter and the course, how would you rate the overall teaching effectiveness of the instructor?

1	2	3	4	5	6	7
Not at effecti				derate ective	ly	Extremely effective

APPENDIX II-D STUDENT EVALUATION OF COUNSELOR

SOLANO COMMUNITY COLLEGE Student Evaluation of Counselor

This survey lets you express how you feel about your counselor. The response will be given only to the counselor and her/his supervisor. PLEASE DON'T WRITE YOUR NAME OR THE COUNSELOR'S NAME ON THE ANSWER SHEET! Do not mark responses to items which do not apply.

Thank you for providing this information.

A = Strongly agree

- B = Agree
- C = Don't now
- D = Disagree
- E = Strongly disagree
- 1. The counselor was sensitive to my feelings and needs
- 2. The counselor was well prepared for the counseling appointment.
- 3. The counselor was on time for the counseling appointment.
- 4. The counselor encouraged me to ask questions, and to express myself
- 5. The counselor showed genuine interest in me.
- 6. The counselor demonstrated knowledge of requirements for major programs and general education.
- 7. The counselor assisted me in obtaining career information.
- 8. The counselor focused on my concerns.
- 9. The counselor provided a written record of my program planning session.
- 10. The counselor was a good listener.
- 11. The counselor was considerate and focused on my concerns.
- 12. The counselor was helpful.
- 13. The counselor was supportive and encouraging.
- 14. The counselor demonstrated knowledge in helping me with personal problems.
- 15. The counselor answered the questions I had.
- 16. The counselor made an appropriate referral.
- 17. The counselor was able to clearly interpret test results.
- 18. I feel I benefited from my counseling appointment.
- 19. I would meet with the counselor again.

PLEASE NOTE THESE SPECIAL INSTRUCTIONS FOR THE COMMENTS SECTION ON BACK OF THIS SHEET.

Many counselors have indicated that written comments help them understand better the responses to multiplechoice items, and that the written comments frequently contain very helpful and constructive recommendations.

Please take the time and effort to:

- a) Explain or elaborate on your responses.
- b) Suggest ways in which the counselor can improve his/her counseling.
- c) Suggest ways in which the counseling sessions can be improved.

PLEASE DON'T WRITE YOUR NAME OR THE COUNSELOR'S NAME ON THE ANSWER SHEET.

APPENDIX II-E STUDENT EVALUATION OF DISTANCE EDUCATION INSTRUCTOR

SOLANO COMMUNITY COLLEGE STUDENT EVALUATION OF DISTANCE EDUCATION INSTRUCTOR

This survey lets you express how you feel about your instructor and this course. Only aggregate responses will be given to the instructor and her/his supervisor. To ensure confidentiality, **please do NOT enter either your name or the instructor's name on this answer form.** Do NOT mark responses to items that do NOT apply to this course.

NOTE: The information on the next two pages are taken from the web form used in the evaluation process.

INFORMATION ABOUT THE INSTRUCTOR AND THE COURSE

Mark items numbered 1 to 20 using the following scale:

- A = Strongly agree
- B = Agree
- C = Don't know
- D = Disagree
- E = Strongly disagree

Do not mark responses to items which do not apply to this course.

- 1. The instructor shows that she/he is sensitive to the feelings and needs of the students.
- 2. The instructor's materials are well prepared throughout the course.
- 3. The instructor has adequate knowledge of the course material.
- 4. The instructor conducted the course in a confident manner.
- The instructor keeps the lecture(s) and/or presentations, and/or class discussion(s) focused on the subject of the course.
- 6. The instructor tries to find out if the students understand the material presented.
- 7. The instructor's method of presenting material makes her/his teaching effective.
- 8. The instructor uses clear and appropriate examples to explain new material.
- 9. The instructor encourages students to ask questions, disagree or express their own ideas.
- 10. The instructor is intellectually stimulating (thought provoking or causes students to do additional studying on their own).
- 11. The instructor shows enthusiasm and interest in teaching the course.
- The instructor is generally available to students throughout the semester (for example, during scheduled office hours, appointments, Instant Messaging, email, phone calls).
- 13. The instructor communicated regularly and effectively through announcements, notes, e-mail, grading comments or other means.
- 14. The instructor treats students fairly regardless of sex, age, ethnic background or physical condition.
- 15. The instructor gives adequate instructions concerning assignments.
- 16. The instructor opened the course units and exams on time.
- 17. The purposes of this course (the concepts, facts or skills presented) have been made clear to the students.
- 18. The assignments are directly related to the purposes of this course.
- 19. The tests and assignments are graded and returned within reasonable time.
- 20. The way the performance of the students is evaluated in this course is fair and related to the purposes of the course.

STUDENT INFORMATION

For items 21 to 31 choose the most correct response for each item.

- 21. For my ability and preparation, the material was presented:
- (A) Too fast (B) Fast (C) About right (D) Slow (E) Too slow
- 22. Assuming a standard of three hours of time spent each week for each unit of class credit, the work required for this course is:
- (A) Excessive (B) High (C) About right (D) Low (E) Insignificant
 I have communicated or met with the instructor to discuss the course:
- (A) Many times (B) A few times (C) Never, it was not necessary
 (D) Never, the instructor was not available (E) Never, I didn't attempt
- 24. I would recommend this instructor to my friends as:
 - (A) One of the best (B) Above Average (C) Average (D) Below average (E) Far below average
- Compared with what I expected to get from this course, I feel that I am getting:
 (A) Far more than I expected
 (B) More than I expected
 (C) What I expected
 (D) Less than I expected
 (E) Far less than I expected
 - (D) Less than I expected (E) Far less than I expected

ADDITIONAL STUDENT INFORMATION

- 26. By the end of this semester, I will have completed the following college units:
- (A) 0 15 (B) 16 30 (C) 31 (D) 46 60 (E) 60 +
- 27. By the end of this semester, I will have completed the following online college units:
- (Å) 0 15 (B) 16 30 (C) 31 (D) 46 60 (E) 60 + 1 will take additional online courses.
- (A) Strongly agree (B) Agree (C) Don't know (D) Disagree (E) Strongly disagree
- My overall grade point average for college courses completed is: (Skip if you have not completed any college courses or if you don't know your grade point average).
- (A) 3.5 4.0 (B) 3.0 3.4 (C) 2.5 2.9 (D) 2.0 2.4 (E) 0 1.9
- 30. My final grade in this course will probably be:
- (A) A (B) B (C) C (D) D or F (È) Don't know
- I took this course to satisfy
 - (A) Major or certificate requirements (B) Transfer requirements
 - (C) General Education requirements (D) Electives (E) I'm not sure

PLEASE NOTE THESE SPECIAL INSTRUCTIONS FOR COMMENTS SECTION OF FORM

*Many instructors have indicated that written comments help them understand better the responses to the multiple-choice items, and that the written comments frequently contain very helpful and constructive recommendations.

Please take the time and effort to:

- a) Explain or elaborate on your responses to any of the previous questions.
- b) Suggest ways in which the instructor can improve her/his teaching.
- c) Suggest ways in which the course can be improved.
- d) Please don't write your name or the instructor's name.

6/20/07

APPENDIX II-F DISTANCE EDUCATION COURSE EVALUATION

ourse	Name and Number
	ter and YearInstructor
ward uperv	ctions: We need your frank and thoughtful comments to help us acknowledge, improve and occasionally the quality of our teaching. After the grades are in, your responses will be studied by the instructor and the isor. As these evaluations are confidential, please do not sign your name on this form. After completing the tion, click submit.
1.	What did you find valuable in this course? You might wish to comment, where appropriate, on: the assigned reading and class assignments, the instructor's presentations (clarity, quality of communication, enthusiasm), class discussions, availability of instructor.
2.	What were the course's shortcomings? How do you think it might be improved?
3.	What were the instructor's particular strengths and weaknesses in this course?
4.	Considering both the limitations and possibilities of the subject matter and the course, how would you rate the overall teaching effectiveness of the instructor? a. Extremely effective b. Effective c. Moderately effective d. Not very effective e. Not at all effective.

APPENDIX III-A 2018-2019 FULL TIME FACULTY SALARY SCHEDULE

	For	advancement on so	alary scale (Class to	Class), See Article 2	0
	Ci	-	ion coursework requ		
			Advancement Com		
		BA + 24	BA + 48	BA + 72	
	INITIAL	MA	MA + 24	MA + 48	DOCTORATE
STEP	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5
1	49,721	53,699	57,995	62,635	65,140
2	51,710	55,847	60,315	65,140	67,746
3	53,778	58,081	62,728	67,746	70,456
4	55,929	60,404	65,237	70,456	73,274
5	58,166	62,820	67,846	73,274	76,205
6	60,493	65,333	70,560	76,205	79,253
7	62,913	67,946	73,382	79,253	82,423
8	65,430	70,664	76,317	82,423	85,720
9	68,047	73,491	79,370	85,720	89,149
10	70,769	76,431	82,545	89,149	92,715
11		79,488	85,847	92,715	96,424
12			89,281	96,424	100,281
13				100,281	104,292
Base Sala	ary Increments: 4% a	ll steps			
	rements: 8% Classes				
			-4 are based on seme	ster units	

mentoring of evaluatees

* Maximum entry is Step 10 (9 years of creditable service)

Salary is based on <u>175</u> workdays
 Salary placement and advancement information is readily available in Human Resources

Board Approved: 2/21/2018

APPENDIX III-B FULL-TIME COUNSELOR SALARY SCHEDULE

	2019-20 <u>F</u>	SOLANO			EMIC TRACK
	Fo	or advancement on :	salary scale (Class t	o Class), See Article	20
		Credit for lower divi	· · ·		
		by Clas	s Advancement Cor	nmittee	
		BA + 24	BA + 48	BA + 72	
	INITIAL	MA	MA + 24	MA + 48	DOCTORATE
STEP	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5
1	52,562	56,768	61,309	66,214	68,862
2	54,665	59,038	63,763	68,862	71,617
3	56,851	61,400	66,314	71,617	74,482
4	59,125	63,856	68,966	74,482	77,461
5	61,491	66,411	71,723	77,461	80,560
6	63,951	69,067	74,592	80,560	83,782
7	66,508	71,830	77,575	83,782	87,133
8	69,170	74,703	80,678	87,133	90,618
9	71,935	77,692	83,909	90,618	94,243
10	74,813	80,800	87,262	94,243	98,013
11		84,031	90,753	98,013	101,934
12			94,383	101,934	106,011
13				106,011	110,252

Base Salary Increments: 4% all steps

Class Increments: 8% Classes 1-4; 4% Class 5

* Units taken after degree award dates in classes 2-4 are based on semester units.

* Longevity: \$1,500 at beginning of 15th year of service to SCC

\$3,000 at beginning of 20th year of service to SCC

\$4,500 at beginning of 25th year of service to SCC

 Stipend of \$75 for participation in the Peer Review Process through AY 2020-21; up to 2 hours FlexCal credit for peer mentoring of evaluatees

* Maximum entry is Step 10 (9 years of creditable service)

* Salary is based on 185 workdays

```
* Salary placement and advancement information is readily available in Human Resources
```

Board Approved: 2/21/2018

APPENDIX III-C VOCATIONAL PLACEMENT

Full-Time Faculty - Vocational Track Placement 2019-20

Vocational instructors who select the vocational placement shall be placed on the full-time faculty salary schedule based on their professional education and vocational/occupational experience. Effective Spring semester 1993, six (6) years of full-time vocational experience will be deducted from the total number of years of full-time experience in the vocational area. Vocational instructors will be allowed credit for full-time vocational experience beyond six (6) years at the rate of two (2) years for one (1) step for appropriate and directly related full-time vocational experience. Appropriateness of experience shall be determined by the Associate Vice President of Human Resources.

Class 1

CC Instructor/Partial and High school diploma and 6 years of occupational experience

Class 2 (qualify in one of the following) AA degree and 6 years of professional experience and Certification/licensure if applicable

BA degree and 2 years of professional experience and Certification/licensure if applicable

CC Instrucor/Fully Satisfied and High school diploma and 6 years of occupational experience and 24 semester units

CC Instructor/Partial and AA degree or 60 semester units and 4 years of occupational experience

CC instructor/Partial and BA degree and 2 years of occupational experience

Long-Term Vocational Class A Credential

Standard Designated Subjects/Life Credential and 8 semester units

<u>Class 3 (qualify in one of the following)</u> AA degree and 6 years of professional experience and Certification/licensure if applicable and Phase I and II

BA degree and

2 years of professional experience and Certification/licensure if applicable and Phase I, II, or the equivalent

Class 3 - Continued:

CC Instructor/Fully Satisfied and AA degree and 4 years of occupational experience and Phase I and II

CC Instructor/Fully Satisfied and BA degree and 2 years of occupational experience

Long-term Vocational Class A Credential and 60 semester units and Phase I and II

Standard Designated Subjects/Life and 60 Semester units and Phase I and II and

<u>Class 4</u> (qualify in one of the following) BA degree plus 15 semester units of upper division/

2 years of professional experience and Certification/licensure if applicable and

Phase I and II

graduate level courses

MA degree and 2 years of occupational experience

CC Instructor/Fully Satisfied and BA degree plus 15 semester units and 2 years of occupational experience and Phase I and II

Standard Designated Subjects or Vocational Class A Life Credentials

BA degree plus 15 semester units.

Class 5 Doctorate Degree

APPENDIX III-D ADJUNCT / OVERLOAD FACULTY SALARY SCHEDULE

69.25

71.72

SOLANO COMMUNITY COLLEGE DISTRICT 2019-20 Adjunct / Overload Faculty Salary Schedule

		Category	(CAT) 1		
		MA	MA + 24	MA + 48	EARNED
	INITIAL	BA + 24	BA + 48	BA + 72	DOCTORATE
STEP	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5
1	56.82	61.37	66.28	71.58	74.45
2	59.10	63.83	68.93	74.45	77.42
3	61.46	66.38	71.69	77.42	80.52
4	63.92	69.03	74.56	80.52	83.74
5	66.48	71.79	77.54	83.74	87.09
6	69.13	74.67	80.64	87.09	90.57
7	71.90	77.65	83.87	90.57	94.20
8	74.78	80.76	87.22	94.20	97.97
9	77.77	83.99	90.71	97.97	101.88
10	80.88	87.35	94.34	101.88	105.96
11		90.84	98.11	105.96	110.20
12			102.04	110.20	114.61
13				114.61	119.19

		Category	(CAT) 2		
		MA	MA + 24	MA + 48	EARNED
	INITIAL	BA + 24	BA + 48	BA + 72	DOCTORATE
STEP	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5
1	48.76	52.99	57.23	61.47	64.17
2	50.88	55.13	59.35	63.58	66.29
3	52.99	57.25	61.47	65.70	68.40
4	55.14	59.36	63.59	67.81	70.52
5	57.26	61.48	65.71	69.94	72.64
6	59.30	63.67	68.05	72.58	75.48
7	59.92	64.71	69.89	75.48	78.50
8	62.31	67.30	72.68	78.50	81.64
9	64.81	69.99	75.59	81.64	84.90
10	67.40	72.79	78.61	84.90	88.30
11		75.70	81.76	88.30	91.83
12			85.03	91.83	95.51
13				95.51	99.33

		Category	(CAT) 3		
		MA	MA + 24	MA + 48	EARNED
	INITIAL	BA + 24	BA + 48	BA + 72	DOCTORATE
STEP	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5
1	46.49	50.53	54.55	58.59	61.17
2	48.51	52.55	56.58	60.62	63.25
3	50.53	54.56	58.59	62.63	65.21
4	52.56	56.58	60.62	64.65	67.23

See CCA/CTA Collective Bargaining Agreement (Article 20) for specific placement information and advancement guidelines

62.64

64.87

66.67

69.05

58.60

60.69

54.57

56.51

5

APPENDIX III-E ADJUNCT VOCATIONAL PLACEMENT

Adjunct Faculty - V	ocational Track Placement 2019-20
lass 1	Class 3 - Continued:
CC Instructor/Partial and	CC Instructor/Fully Satisfied and
High school diploma and	AA degree and
6 years of occupational experience	4 years of occupational experience and
	Phase I and II
class 2 (qualify in one of the following)	CC Instructor/Fully Satisfied and
AA degree and	BA degree and
6 years of professional experience and	2 years of occupational experience
Certification/licensure if applicable	
	Long-term Vocational Class A Credential and
BA degree and	60 semester units and
2 years of professional experience and	Phase I and II
Certification/licensure if applicable	
, in the second s	Standard Designated Subjects/Life and
CC Instrucor/Fully Satisfied and	60 Semester units and
High school diploma and	Phase I and II and
6 years of occupational experience and	
24 semester units	
	<u>Class 4</u> (qualify in one of the following)
CC Instructor/Partial and	BA degree plus 15 semester units of upper division/
AA degree or 60 semester units and	graduate level courses
4 years of occupational experience	
	2 years of professional experience and
CC Instructor/Partial and	Certification/licensure if applicable and
BA degree and	Phase I and II
2 years of occupational experience	
	MA degree and
Long-Term Vocational Class A Credential	2 years of occupational experience
Standard Designated Subjects/Life Credential	CC Instructor/Fully Satisfied and
and 8 semester units	BA degree plus 15 semester units and
	2 years of occupational experience and
	Phase I and II
<u>Class 3 (</u> qualify in one of the following)	Standard Designated Subjects or Vocational Class A Life Credentials
AA degree and	
6 years of professional experience and	BA degree plus 15 semester units.
Certification/licensure if applicable and	
Phase I and II	
	<u>Class 5</u>
BA degree and	Doctorate Degree
2 years of professional experience and	
Certification/licensure if applicable and	
Phase I, II, or the equivalent	

APPENDIX IV PART-TIME / HOURLY PARITY CALCULATION

Part-Time / Hourly Parity Calculation

The formulas below yield the "FT hourly rate" for the proportion of regular faculty workload that is spent in the respective type of work assignment per Article 19. These hourly rates are the targets for "full parity": equal pay for equal work in each type of work assignment.

- 75% of the FT salary for instruction (instructional faculty)
 - Divide 75% of FT salary by 525 hours for Cat 1 instruction
 - Divide 75% of FT salary by 630 hours for Cat 2 instruction
 - Divide 75% of FT salary by 787.5 hours for Cat 3 instruction
- 87.5% of the FT salary for librarian hours
 - Divide 87.5% of FT salary by 1225 hours for hourly librarian rate
- 75% of the FT Counselor salary (185 day contract) for counseling
 - Divide 75% of FT salary by 1110 hours for hourly counseling rate

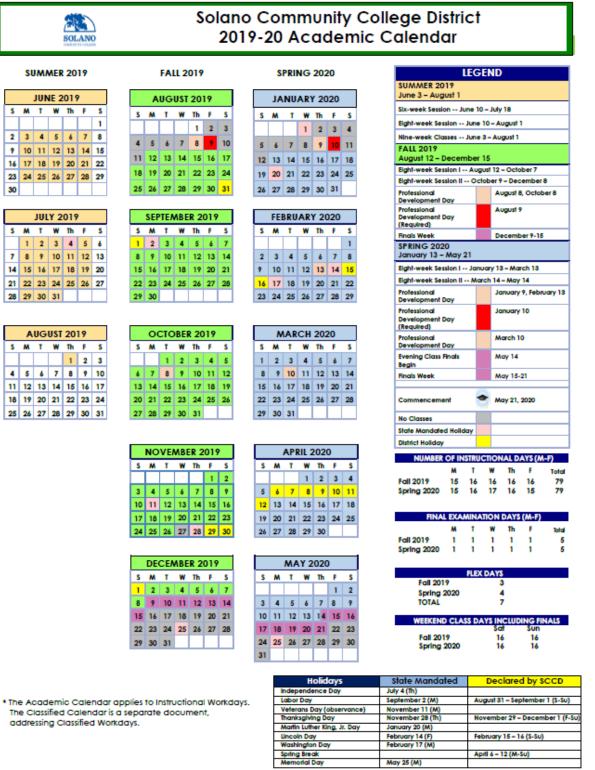
The goal of "full parity" is to pay adjunct / hourly faculty employees the same amount (100%) per hour that regular faculty earn for equivalent, in-load assignments.

- The hourly pay rate in each cell on the Adjunct / Hourly Salary Schedule corresponds to the same cell on the Regular / FT Salary Schedule. The example below compares the respective pay rates at Class 2 / Step 1.
- Example:
 - Class 2 / Step 1 Regular / FT salary = \$53,699 (AY 2018-19)
 - 75% "instructional" portion of FT salary = \$53,699 x 0.75 = \$40,274
 - FT hourly equivalent rate @ Cat.1 = \$40,274 / 525 hours = \$76.71 /hour
 - Therefore, "full parity" for an adjunct/hourly instructor with Class 2 / Step 1 salary placement in AY 2018-19 would be \$76.71 / hour for a Cat. 1 assignment.
- o To calculate the current status of progress toward the parity goal:
 - 2018-19 adjunct rate for Class 2 / Step 1 = \$61.37/hour
 - Divide the adjunct / hourly rate by the FT hourly equivalent rate to find the current ratio:
 - \$61.37 / \$76.31 = 0.80, or 80%
 - The 2018-19 parity ratio for Cat 1 instruction stands at 80%.
- o Our goal is 100% parity in all faculty assignment types.

APPENDIX V CTA GRIEVANCE FORM

SOLANC COMMUNITY COLLEG	CTA GRIEVANCE FORM 1	PERSONNEL OFFICE Date/Time Stamp CTA signature #1 required before time stamped
4. Job Site		
5. Statement section(s) o misinterpre	of facts giving rise to the grievance, specific article(s) and of the Contract alleged to be violated, misapplied or eted.	
6. Informal m	eeting: (Briefly explain when meeting was held and what occurred.	.)
7. Remedy so	pught.	
	sented to the immediate supervisor: due within ten calendar instructional days)	
Immediate Supervi	sor's signature	Date
After Level 1 respons	se, the supervisor will distribute copies as follows: sor, CTA President or Grievance Chair, Originator, Personnel Office	

APPENDIX VI 2019-2020 ACADEMIC CALENDAR



Governing Board Approval 6/20/18

APPENDIX VII FACULTY PEER REVIEW HANDBOOK

Peer Review Handbook For Solano Community College Faculty

December 2017



Solano Community College District

Prepared jointly by the Solano Community College Academic Senate and Faculty Association Revision Authors: Melissa Reeve, Chief Negotiator, and Michael Wyly, Academic Senate President (Fall 2017)

DRAFT COPY PRESENTED TO ACADEMIC SENTATE AND ACADEMIC AFFAIRS FOR INPUT ON 12.4.17

TABLE OF CONTENTS

II. DEVELOPMENT HISTORY	3
II. TIMELINE	
A. STEP ONE: TEAM SELECTION; START OF THE ACADEMIC YEAR	4
B. STEP TWO: PRE-REVIEW CONFERENCE; WEEKS 1-6	4
C. STEP THREE: SELF-EVALUATION; WEEKS 4-17	4
D. STEP FOUR: WORKSITE OBSERVATIONS; WEEK 6-15	4
E. STEP FIVE: STUDENT EVALUATIONS: WEEK 6-15	4
F. STEP SIX: MID-SEMESTER MEETING; WEEK 8-10	5
G. STEP SEVEN: REVIEW TEAM CONFERENCE; WEEK 13-17	5
H. STEP EIGHT: PERFORMANCE REVIEW CONFERENCE; WEEK 15-17	5
V. FUNCTION OF PERFORMANCE REVIEW	5
V. COMPOSITION OF PERFORMANCE REVIEWS	
A. FUNCTION OF PEER REVIEW	5
B. FUNCTION OF STUDENT EVALUATIONS	6
C. FUNCTION OF SELF-EVALUATION	6
D. FUNCTION OF DEAN'S REVIEW	7
VI. PEER REVIEW TEAM COMPOSITION, SELECTION, AND PROCESS	
A. TENURE-TRACK FACULTY	7
B. TENURED FACULTY	8
C. ADJUNCT FACULTY	8
VII. QUALITIES OF A STRONG PERFORMANCE REVIEW	9
VIII. PROFESSIONAL DEVELOPMENT	9
X. APPENDICES	10

I. INTRODUCTION & PHILOSOPHY

The purpose of the faculty evaluation process is to maintain and improve the quality of instruction, counseling and other educational services offered by the District through periodic evaluation of faculty members (CBA, 4.1: Purpose).

Better teaching/counseling/student services /counseling/student service is something to which every faculty member can aspire. We believe that all faculty can benefit from thoughtful attention to their profession, and deserve help with such efforts. Furthermore, we believe that faculty, as much as possible, should be active participants in the assessment and improvement of their own profession.

The charge of the Academic Senate conforms to Education Code 87633 which mandates the involvement of the Academic Senate in the development of peer review processes. The charge of the Faculty Association conforms to its legal purview to include the Collective Bargaining Agreement (CBA).

II. DEVELOPMENT HISTORY

Initial processes for required peer review and self-evaluation were drafted by a joint taskforce of the Academic Senate, the Faculty Association and Administration in Fall 2015. Recommendations amended and approved by the Academic Senate and forwarded to the Faculty Association in March 2016. Peer Review pilot finalized in Negotiations in May 2016. Survey of pilot participants conducted by the Academic Senate to inform suggestions for revision for improvement in February 2017. Taskforce to develop Peer Review Handbook assigned by the Academic Senate in May 2017. Peer Review Handbook developed by the Academic Senate taskforce in cooperation with the Faculty Association and negotiations teams in Fall 2017. Presented to the Academic Senate and Academic Affairs for information and input on December 4, 2017 and approved by the Academic Senate on December 11, 2017.

An itemized timeline can be referenced in the appendices of this document.

III. TIMELINE

This timeline may be adjusted by mutual consent with written confirmation by all parties. Except where otherwise specified, week numbers correspond to the semester in which the faculty member is to be evaluated.

In addition to the following steps, review teams should be committed to on-going, proactive, and informal advisement to occur over the course of the whole peer review process, , including on-going support for tenuretrack faculty. During the course of the identified semester, reviewers should be available to assist the reviewee during the course of the process. This assistance may include, but is not limited to, answering questions, making suggestions, and sharing appropriate resources. Classroom management tips are helpful, as are on- and offcampus resources available to the person whose work is being evaluated.

DRAFT COPY PRESENTED TO ACADEMIC SENTATE AND ACADEMIC AFFAIRS FOR INPUT ON 12.4.17

A. STEP ONE: Team Selection; Start of the Academic Year

At the beginning of, or previous to, the fall term of any academic year, School deans are to work with Human Resources to identify those faculty scheduled for evaluation, including whether faculty will be reviewed in the fall or spring terms.

- School deans work with faculty to be reviewed to identify review team membership. In summary, team members are selected according to the following designations:
 - For contract faculty, reviewers are selected from the interview committee at the time of hire for the entire tenure process;
 - b. For tenured faculty, reviewers are selected by the faculty member.
 - c. For adjunct faculty, team reviewers are selected from a list of available reviewers.
 - d. The selection process is outlined in more detail in Section E of this document.
- Deans confirm with faculty reviewers that they are available and willing to serve.
- As soon as possible, deans send a list of team members to the Academic Senate for approval. To be placed on the agenda for the academic senate, requests must be made no later than the morning of the nearest workday which falls 72 hours prior to the senate meeting.

B. STEP TWO: Pre-Review Conference; Weeks 1-6

- The dean, faculty reviewers and the reviewee meet to discuss the peer review process, including
 individual roles, timelines and commitments, as well as to schedule all future meetings, including
 the days and times for worksite observations.
- This meeting may be a group meeting or a series of meetings to accommodate multiple schedules. All participants should bring a schedule.

C. STEP THREE: Self-evaluation; Weeks 4-17

- Mandatory self-evaluation occurs in years two, three and four of the tenure-track process and during the periodic review of tenured faculty.
- Self-evaluation is optional, at the reviewee's discretion, for year one tenure-track and adjunct faculty.
- Faculty should use the most current self-evaluation form.

D. STEP FOUR: Worksite Observations; Weeks 6-15

- Worksite observations include classroom visits (face-to-face and online or other approved methods of instruction), counseling sessions, and reference desk sessions.
- At least one site visit must be completed before the mid-semester review.
- Each member of the team will attend one worksite observation for at least 45 minutes.
- Observations of counseling appointments require the approval of the student.

E. STEP FIVE: Student Evaluations; Weeks 6-15

- Student Evaluations are to be provided to faculty and distributed to students in collaboration with
 faculty for course and date selection(s) per the CBA.
- Use the forms in the current collective bargaining agreement.
- At least one classroom student review must be completed prior to the mid-semester meeting.

DRAFT COPY PRESENTED TO ACADEMIC SENTATE AND ACADEMIC AFFAIRS FOR INPUT ON 12.4.17

F. STEP SIX: Mid-semester Meeting; Weeks 8-10

The purpose of this meeting is for the peer review team to check in with the reviewee to share any initial observations and/or recommendations, as well as to answer questions of the reviewee. This feedback provides an opportunity for the person reviewed to incorporate recommended teaching strategies, classroom management techniques, and other recommendations prior to additional worksite visits.

G. STEP SEVEN: Review Team Conference, Weeks 13-17

- The team of reviewers meet to discuss observations, commendations and recommendations.
- Specific examples should be provided, and recommendations should include suggestions for how
 the recommended improvement may be achieved, e.g., observe other instructors' classes, review
 sample syllabi, review course outlines, work with a faculty mentor, work with DSPS on teaching
 strategies that address specific learning styles, specific professional development
 activities/strategies, or other recommendations appropriate to the teaching of the faculty's
 discipline and student success.
- The faculty evaluation form is completed.

H. STEP EIGHT: Performance Review Conference, Weeks 15-17

- The team meets with the person under evaluation.
- The faculty evaluation form is shared and its contents discussed.

IV. FUNCTION OF PERFORMANCE REVIEW:

- a. Fundamental to the faculty performance review process are the perspectives of management, students and peers, as each constituency is uniquely positioned to provide quality feedback to the teaching professional.
- b. To accomplish the above items, the following items are the goals for faculty performance reviews:
 - To encourage professional growth (including mastery of discipline and craft of teaching/counseling/student services /counseling/student services);
 - To establish strong collegial ties across disciplines and the College;
 - To improve student success;
 - To provide a meaningful review for the benefit of faculty and students.
- c. To better teaching/counseling/student services and learning, any criteria for a performance evaluation must be:
 - Objective;
 - Fair;
 - Standardized while being appropriate for the discipline;
 - Uniform.

V. COMPOSITION OF PERFORMANCE REVIEWS

Performance Reviews are informed by Peer Review, Student Evaluations, Administrative Review, and a Self-Evaluation. Article 4 of the CBA should be reviewed in full, in addition to the following items.

A. Function of Peer Review

- To create opportunities for critique to improve teaching/counseling/student services /counseling/student services and learning;
- To identify and share best practices for teaching/counseling/student services /counseling/student services and learning;

DRAFT COPY PRESENTED TO ACADEMIC SENTATE AND ACADEMIC AFFAIRS FOR INPUT ON 12.4.17

- To identify suggestions and/or opportunities for professional development.
- ADD: best practices for how to conduct a strong peer review.

B. Function of Student Evaluations

- The purpose of student evaluations is to provide a snapshot of the student experience in a class. Education Code § 87663 (g) indicates that student evaluations should be considered "to the extent practicable."
- While student evaluations play a role in informing the overall performance review, student evaluations should not be the sole determiner, or even the most influential. Instead, student evaluations are additional insights into the classroom experience and are to be viewed as corroborative.
- Student evaluations are conducted as negotiated in Article 4.4. of the CBA. Note:
 - 4.401 of the CBA indicates that, when evaluating faculty members who teach more than one class, the faculty member shall be entitled to select one class for student evaluation and the immediate supervisor(s) shall select one class. A counselor will be evaluated by a random number of students who have been counseled by the faculty member.
 - 4.403 of the CBA indicates that student evaluations shall not become the sole basis for any administrative decision to evaluate, terminate, deny tenure, discipline or transfer a faculty member.
- ADD: best practices for how to read student evaluations.

C. Function of Self-Evaluation

- For tenure-track faculty, mandatory self-evaluation occurs in years two, three and four of the tenure-track process.
- For tenured faculty (as of Spring 2019), mandatory self-evaluation occurs the periodic performance review.
- For adjunct faculty, and year-one tenure track faculty, self-evaluation is optional, at the
 reviewee's discretion. The faculty at his/her option may complete a self-evaluation and
 submit it to the supervisor in conjunction with the preparation of the evaluation by
 supervisor as delineated in Instructional and/or Non-Instructional Evaluation areas. The
 faculty member shall notify the supervisor, in writing, of intent to do a self-evaluation
 during the first four weeks of the evaluation semester.
- · Faculty should use the most current self-evaluation form.
- To compose a strong self-evaluation, faculty may choose to reference the following list of best practices:
 - Using the self-evaluation to set goals for the academic year. These goals might also inform who sits as peer evaluators as well as professional development ideas. For example, if I am teaching a course for the first time, my selfevaluation might include a reflection on my own weaknesses in this area, as well as a professional development plan; too, my peer review team might consist of a colleague who has a lot of experience in that course.
 - Using the self-evaluation as critical exploration: here, I might reconsider the lens through which I view my teaching. I might explore biases inadvertently encased in my teaching, such as equity, or I might invite new factors into my teaching, such as composition serving the needs of CTE faculty.
 - Using the self-evaluation tool to take steps into new areas of professional interest, such as new committee work, or a research project.

DRAFT COPY PRESENTED TO ACADEMIC SENTATE AND ACADEMIC AFFAIRS FOR INPUT ON 12.4.37

D. Function of Dean's Review

- Direct contact between newly hired faculty and academic deans through independent observation and consultation is strongly encouraged.
- The roles of administration (e.g. deans) in the observation process should be informed by concerns appropriate to management and should therefore be distinct from the role(s) of faculty peer reviewers.
- Examples of management concerns include:
 - 1) Student Learning Outcome Assessments;
 - Professional Obligations;
 - Follow-up on any concerns identified through peer review and/or student evaluations.
- ADD: best practices for the review of faculty by an administrator.

VI. PEER REVIEW TEAM COMPOSITION, SELECTION and PROCESS

Peer Review Committees should be composed of full-time, tenured faculty within the discipline where possible. If not possible (e.g. due to the size of the department), full-time, tenured faculty in a related discipline are recommended.

A. Tenure-Track Faculty

- Peer Review Committees for tenure-track faculty should be determined by the hiring committee prior to hiring:
 - Two full-time tenured faculty (or tenure-track should tenured faculty not be eligible) should be selected to serve as reviewers;
 - Reviewers should have served on the hiring committee, whenever possible and should be identified during the hiring process prior to the second interview process.
- Peer Review Committees should remain intact for the full four years of the tenure process.
 - Where a reviewer is no longer able to perform her/his duties, it is the responsibility of the hiring committee to determine a replacement, in consultation with the appropriate academic dean.
 - After the first two years, the tenure-track faculty member may petition the replacement of one of the reviewers providing the faculty member can demonstrate just cause for the change.
 - 3. Add: definition and examples of just cause and corresponding process.
- For the tenure-review process, assessments of the candidate for tenure advancement by the peer review committee for tenure should:
 - be an influential consideration in the decision to renew contract and/or to recommend tenure;
 - 2. be completed by the end of fall terms to precede March 15th;
 - 3. include narrative;
 - 4. include a classroom observation process;
 - 5. include active mentoring and participation on the part of the reviewers;
 - include professional development in the form of a professional development plan developed in consultation with the reviewee to reflect department goals/priorities;
 - include committee and/or College-wide service as part of a plan for progressive responsibilities.

DRAFT COPY PRESENTED TO ACADEMIC SENTATE AND ACADEMIC AFFAIRS FOR INPUT ON 12.4.17

B. Tenured Faculty

- Unlike tenure review, it is not the intent of the tenured peer review process to inform evaluations of the reviewee.
- However, at their own discretion, tenured faculty may request aspects of this review
 process to be included in her/his employment files.
- Tenured faculty members may identify two faculty members to serve as reviewers, with consideration of the following allowances:
 - Where possible, at least one faculty member from the same discipline, or a closely related discipline if not possible;
 - Where possible, faculty members who teach in multiple disciplines will have reviewers from the separate disciplines which correspond to the faculty member's assignment;
 - While it is preferable to select full-time tenured faculty members, adjunct faculty members may be selected based on:
 - a. the size of the department;
 - b. an insufficient number of full-time faculty in that department;
 - c. expertise in a particular field of study;
 - d. request by the reviewee.
 - Small departments may develop a mechanism for petitioning to invite faculty from other institutions;
 - Instructors teaching/counseling/student services online should request a member of the DE Committee or other successful online instructor as one peer reviewer.
 - Faculty may prefer off-site experts (e.g. for CTE faculty, an industry expert); approval would be at the discretion of the academic senate.
 - 7. Any reviewer should not also be in her/his evaluation cycle.

C. Adjunct Faculty:

- The process for selecting peer reviewers for adjunct faculty will reflect the College's
 recognition of the professionalism/expertise of adjunct faculty, including that adjunct
 faculty are experts within their fields, and, in some cases, the only experts employed by
 the College.
- Peer reviewer selection:
 - Adjunct faculty will be assigned a tenured faculty member or otherwise qualified expert, as her/his peer evaluator;
 - The assigned faculty member shall be from the same discipline, where possible, or, if not, a related discipline;
 - Adjunct faculty may review a list of available reviewers, and, although not guaranteed, every effort will be made to adhere to the request of the reviewee requests.
 - in absence of any eligible faculty, the Division Coordinator or other designee shall be considered;
 - 5. This process will be in consultation with the dean and School coordinator.
 - Faculty may prefer off-site experts (e.g. for CTE faculty, an industry expert); approval would be at the discretion of the academic senate.
 - Whenever possible, the same peer reviewer should participate in the first two evaluations of a newly-hired adjunct instructor (to occur within the first two semesters of employment, per Article 4.)

8

 Peer review will be connected to an active mentor role with the goal of more fully connecting our part-time colleagues to their departments and the College.

DRAFT COPY PRESENTED TO ACADEMIC SENTATE AND ACADEMIC AFFAIRS FOR INPUT ON 12.4.17

- · For the adjunct peer-review process, assessments of adjunct faculty should:
 - 1) be an influential consideration in the decision to renew contract;
 - 2) include narrative;
 - 3) include a classroom/session observation process;
 - 4) include active mentoring and participation on the part of the reviewers;
 - include the consideration of (but not obligate) professional development, including priority for faculty development funds;
 - include the consideration of (but not obligate) committee and/or College-wide service.

VII. Qualities of a Strong Performance Review

If a faculty evaluation process is to be effective, then faculty must see the process as meaningful and useful rather than as an obligation or a threat:

- 1. The process must be perceived as honest and fair;
- To the greatest degree possible, all input and discussion involved with the evaluation should be presented in a positive manner;
- Suggestions for improvement should not be perceived as insults or attacks, but rather should be included and welcomed in all evaluations;
 - a. Even the best faculty member can continue to learn and grow;
 - A process that allows faculty to feel validated and appreciated might be perceived as more positive and thus may promote more enthusiastic and involved participation;
- 4. No matter how positively and productively a faculty evaluation process is constructed,
 - Evaluators will sometimes have the duty of reviewing unacceptably weak or substandard performance;
 - Faculty evaluators must not shy away from their responsibilities to acknowledge significant problems if such problems exist and to recommend serious corrective actions when necessary;
- Only if all participants fulfill their roles conscientiously and honestly will the faculty and the institution be able to see the process as meaningful.

VIII. Professional Development

- Professional development for peer evaluators should be provided on a regular basis by the College.
- Professional Development should be a priority of the peer review process and could inform peer review goals at the onset of the process or could be mutually identified by the reviewer(s) and reviewee as part of the observation process.
- 3. Faculty in peer review shall have priority for Professional Development funds.

IX. Appendices

Appendix A: Article 4 of the Collective Bargaining Agreement (to include). Add after ratification of the CBA.

Appendix B: Timeline

- 5.5.2014: SCC Academic Senate and Office of the Superintendent-President define the taskforce but work is delayed due to negotiations impasse.
- 10.6.2014: SCC Academic Senate and SCC Faculty Association discuss peer review in an open meeting of the SCC Academic Senate.
- 10.15.2015: SCC Academic Senate, Faculty Association, Academic Affairs and Human Resources agree to
 reconstitute the 5.5.2014 taskforce with the following charge: to develop and vet proposed language for
 peer review as a recommendation to the senate and negotiations teams.
- 10.30.2015, 11.6.2015, 11.20.2015, 12.4.2015: Series of working meetings wherein taskforce members
 reviewed state-wide best practices and solicited campus-wide input to develop recommendations to
 present during Spring 2016 flex.
- 1.11.2016: Recommendations shared at Spring 2016 flex. Faculty input identified two primary areas of concern:
 - The evaluation process, including the proper training of evaluators, the amount of input evaluated faculty have in the process, the role of the Dean, the distinction between procedures for adjunct vs. full-time faculty, and the procedure for evaluation for faculty that teach distance education and online classes;
 - The impact of peer review, including tenure, the environment/climate of peer evaluation, and any
 potential aftermath of peer evaluation, ranging from "next step" concerns to permanent records
 and access to personal information.
- 1.22.2016: Final meeting of the taskforce to plan for the completion of formal recommendations to present to the SCC Academic Senate.
- 3.21.2016: Recommendations presented to the SCC Academic Senate.
- 4.18.2016: Recommendations with edits approved by the SCC Academic Senate and forwarded to the Faculty Association and Bargaining Teams.
- Spring 2016: Peer Review Pilot implemented as part of negotiations, to include beginning peer review
 process for tenure-track and adjunct faculty in AY 2016-2017.
- AY 2016-2017 and 2017-2018: Pilot initiated only for tenure-track faculty (not adjunct).
- 2.24.2017: Survey of participants administered by the Academic Senate to inform revision process.
- Fall 2017: Peer Review Handbook drafted to capture current procedures in a single document, including recommended revisions.
- Fall 2017: Peer Review handbook vetted and refined in negotiations.
- 12.4.2017: Peer Review Handbook presented to the Senate, Faculty Association and Academic Affairs for information and input.
- 12.11.2017: Peer Review Handbook approved by the Academic Senate.

DRAFT COPY PRESENTED TO ACADEMIC SENTATE AND ACADEMIC AFFAIRS FOR INPUT ON 12.4.17