

MEMORANDUM OF UNDERSTANDING BETWEEN
SOLANO COMMUNITY COLLEGE DISTRICT
AND
SOLANO COMMUNITY COLLEGE FACULTY ASSOCIATION

The parties agree to the following modifications to the referenced sections of Article 19.4 of the Collective Bargaining Agreement, effective immediately.

These modifications shall sunset as of Dec. 31, 2020, absent ratification as part of a Tentative Agreement prior to that date.

Restoration of Underloads:

In the case of faculty working to eliminate underload status, exceptions apply to the following provision of 19.4.1: No instructor shall be required to have a workload equal to more than a 100% workload in any semester unless he/she agrees.

...

The provisions below shall replace those outlined in Articles 19.4.6 – 19.4.8 for the term of this MOU:

Assignment priority is for use only in the development of the initial schedule for each semester.

When a regular faculty member loses part of his/her regular load due to class cancellation(s) or reductions in reassigned time assignment(s), the faculty member shall work with the dean to develop a load recovery plan using the "Underload Acknowledgement and Scheduling Agreement"

When a regular faculty member with an overload assignment loses part of his/her regular load due to class cancellation(s) or reductions in reassigned time assignment(s), the overload will become a part of his/her regular load for that semester.

Any underload of 20% or less shall be made up within four (4) semesters from the time it is first incurred. Same-semester displacement of hourly instructors to restore underloads incurred by regular faculty shall be avoided when possible, but may be allowed at the request or consent of an underloaded faculty member in the following circumstances:

- Cumulative underload in excess of 20% may trigger the immediate displacement of an instructor with an hourly assignment (overload or adjunct) to limit the underload carried forward to 20% or less. The faculty member shall work with the dean to develop a load

recovery plan using the “Underload Acknowledgement and Scheduling Agreement” form.

- An instructor enrolled in the reduced workload program who incurs a cancellation may immediately be assigned to displace an instructor with an hourly assignment in order to maintain the minimum requirement of a 50% workload.
- Any full-time instructor who incurs a class cancellation or a reduction to a reassigned-time position may choose to displace the instructor of an hourly assignment for that semester, and/or may carry up to 20% of the resulting underload forward to be made up within the following four semesters. Deans shall work with faculty as early as possible, preferably at least four weeks prior to the start of the semester, to identify sections in jeopardy of cancellation and to begin to plan contingency assignments. Faculty members in danger of being displaced will also be given advance warning of that possibility at this time.

When a same-semester displacement is necessary in any of the cases defined above, potential assignments to displace will be considered in the context of all existing regular workload protections, including:

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) (moved from 19.4.12). However, some cases may require the suspension of one or more of these articles in order to provide an opportunity for the under-loaded member to restore his/her load. Other options are presented in the “Underload Acknowledgement and Scheduling Agreement” form.

When possible without compromising the aforementioned articles, displacements shall be made in the following order:

- A. Full-time faculty member with overload
- B. Adjunct faculty member without assignment priority
- C. Adjunct faculty member with assignment priority

Deans shall work to ensure fairness in the event of assignment displacements, both to the member requiring additional load and to the displaced member. Final assignment decision rests with the dean. A written explanation will be provided to the displaced faculty member upon his/her request. (moved from 19.4.12)

In addition, the following changes to Articles 19.4.9- 19.4.13 shall apply for the term of this MOU:

19.4.9 Any faculty member who needs to make up an underload from a prior term 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). [Displacements will follow the order outlined above.](#)

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. All elements from 19.4.12 have been incorporated above; see notes.~~

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 [or by the time of the employee’s resignation and/or retirement from the District, whichever comes first](#), 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 [at the time the underload\(s\) occurred. Arrangements to pay back the overpayment will be made through the Fiscal Services Department following the procedures outlined in Articles 20.8.2-20.8.3. Reimbursement of the overpayment will also result in a corresponding reduction in service credit reported to the retirement system \(STRS or PERS / Social Security\). Income taxes will not be refunded, and must be adjusted when the faculty member files personal income taxes.](#)

_____	<u>07/08/20</u>	_____	_____
Melissa Reeve	Date	Mary Jones	Date
Chief Negotiator, SCFA		Chief Negotiator, SCCD	