

COLLECTIVE BARGAINING CONTRACT

Between

Solano County Community College District

And

The Solano College Chapter CCA/CTA/NEA



August 1, 2005

To

July 31, 2007

Governing Board Adopted: 2/15/06

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DURATION/REOPENERS

This Agreement shall be effective when ratified by the parties and shall continue in full force and effect through and including July 31, 2007 with Article 20 Salaries, Article 21 Health and Welfare, Article 4 Evaluation, and Article 19 Workload as re-openers for 2006-07.

Signed and entered this _____ day of _____ 2006 (Board action February 15, 2006).

SOLANO COMMUNITY COLLEGE DISTRICT

SOLANO COLLEGE CHAPTER CCA/CTA/NEA

Jerry R. Wilkerson
President, Governing Board

Diane White
President

Paulette J. Perfumo, Ph.D.
Superintendent/President

Leslie Rota
Chief Negotiator

James G. Mitchell, Ed.D.
Interim Director of Human Resources and
Chief Negotiator

ARTICLE 1 AGREEMENT AND RECOGNITION

1.1 Bilateral and Binding Agreement: 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 Recognition of Unit and Exclusive Representative: 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 Determination of Unit: Determination of the members of the unit shall be undertaken at the first census week of each semester. The District shall furnish the Association with a faculty list by the end of the third week after the first census week.

ARTICLE 2 NEGOTIATIONS PROCEDURES

2.1 Released Time: Members of the Association's bargaining team shall be released from their assigned duties and 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 Scheduling: 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 Location: All negotiating sessions shall take place on the campus of Solano Community College and other mutually agreed upon locations.

2.4 Cancellation of the Meetings: 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 Information to the Association: 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.

2.6 Reopeners and Initial Proposals: CTA will sunshine proposals at the first regular Governing Board meeting in March 2006 with the public hearing at the subsequent regular meeting of the Governing Board. The District will sunshine proposals at the first regular Governing Board meeting in April 2006 with the public hearing at the subsequent regular meeting of the Governing Board.

ARTICLE 3 NON-DISCRIMINATION

The District will not unlawfully discriminate because of race, color, national origin, religion, sex, sexual preference, age, disability, marital status, national origin, 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 Purpose:** 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. Evaluation Procedures:**
- 4.201 Contract Faculty: Each contract faculty employee shall be evaluated by his/her immediate supervisor(s) in writing at least once each year during the four year probationary period and may be evaluated more often as needed. In no event however shall a contract faculty member be evaluated more than twice in any academic year. Within the first five weeks of the semester, the contract faculty employee and the immediate supervisor(s) shall meet to discuss job expectations and the evaluation criteria and process. The supervisor and faculty member may mutually develop first-year goals to be achieved. The immediate supervisor will provide a summary of this meeting in writing to the faculty member within ten (10) working days of the conference.
- 4.202 Tenured Faculty: Every regular faculty shall be evaluated by his/her immediate supervisor(s) in writing at least once every three years. The evaluation shall take place no later than the end of the academic year in which the evaluation is due. The immediate supervisor(s) or the faculty member shall have a performance evaluation conference if requested by either party. Where the evaluation states that the faculty member is rated lower than "2" in one or more areas (for example for instructors the areas are: (1) Classroom effectiveness and (2) area/departmental responsibilities), the District has the right to evaluate more often as needed. In no event however shall a tenured faculty member be evaluated more than once in any academic year.
- 4.203 Adjunct Faculty: Any faculty member who is employed to work for not more than sixty percent (60%) of the hours per week considered as full-time assignment for regular employees having comparable duties shall be classified as a temporary employee and referred to as "adjunct faculty." Adjunct faculty shall be evaluated in writing by his or her immediate supervisor each semester for the first two semesters of employment over a two-year period and at least once every six semesters he or she is employed thereafter. If the initial employment period does not include two semesters of employment over the first two years of employment, the evaluation cycle shall revert back to the initial evaluation requirement of the first two semesters over a two-year period.

4.204 Temporary Full-time Faculty: A full-time temporary faculty must be evaluated in writing at least once by the end of the academic year in which he or she is employed.

4.3 Areas of Instructional Evaluation: 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 evaluation form.

4.301 Teaching and Instruction Effectiveness. This area is required for regular and adjunct teaching faculty and other faculty who teach.

4.302 Area/Department Responsibilities and College-Wide Service

4.303 Professional Development (optional)

4.304 Community Service (optional)

4.4 Student Evaluation of Instructors and Counselors:

4.401 Student evaluation 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. A counselor will be evaluated by a random number of students who have been counseled by the faculty member.

4.402 Subsequent student evaluations may be conducted in accordance with 4.401 above if the immediate supervisor(s) is conducting a subsequent evaluation under 4.201 and 4.202.

4.403 Student evaluations shall not become the sole basis for any administrative decision to evaluate, terminate, deny tenure, discipline or transfer a faculty member.

4.404 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.

4.405 General Procedures:

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 by Supervisor:

- 4.501 Each evaluation shall be based upon at least one observation. The observation shall include data collection and a post-conference if requested by the faculty member. The latter may be held during an evaluation conference or at another mutually agreed upon time.
- 4.502 Data collection may include a pre-conference between evaluator 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.

4.6 Areas of Evaluation for Counselors: Counselors shall be evaluated on the following criteria. See evaluation form for specifics. If the non-teaching faculty member also teaches, the formal evaluation shall also include Areas of Instructional and Student Evaluations. See specific criteria in evaluation form.

- 4.601 Counseling Effectiveness
- 4.602 Area/Department Responsibilities and College-wide Service
- 4.603 Professional Development (optional)
- 4.604 Community Service (optional)

4.7 Areas of Evaluation for Librarian: 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.

- 4.701 Librarian Effectiveness
- 4.702 Area/Department Responsibilities and College-Wide Service
- 4.703 Professional Development (optional)
- 4.704 Community Service (optional)

4.8 Areas of Evaluation for Coordinators: Coordinators shall be evaluated on coordinator effectiveness. If the coordinator also counsels or teaches, the formal evaluation shall also include the performance evaluation for the appropriate assignment. If the faculty member is 100% coordinator, the evaluation shall also include Area/Department Responsibilities, College-wide Service, Professional Development (optional) and Community Service (optional) as in other evaluations.

4.9 Required Areas of Non-Teaching Evaluation – Other Faculty Assignments

- 4.901 Non-teaching faculty should be evaluated on the job duties and responsibilities included in the job announcement or Governing Board approved job description. If the non-teaching faculty member also teaches, the formal evaluation shall also include Areas of Instructional and Student Evaluations.
- 4.902 Required Areas of Evaluation:
 - A. Specific criteria to be developed by the supervisor based on the job announcement or Governing Board approved job description and in consultation with the Division faculty, if applicable. Criteria to be patterned after other faculty evaluation tools and shall include the themes listed below. The evaluation tool must have approval of the appropriate vice president and the Director of Human Resources.
 - B. Work attitudes
 - C. Competency
 - D. Initiative
 - E. Attitude toward students
 - F. Overall effectiveness

G. Area/Department Responsibilities and College-wide Service

H. Professional Development (optional)

I. Community Service (optional)

4.10 Components of the Formal Written Evaluation:

4.1001 Significant data regarding mitigating factors which may influence job performance.

4.1002 Based in terms of observable or verifiable behavior or information.

4.1003 Based only on job-related criteria and factors.

4.1004 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).

4.1005 Narrative comments by both the evaluator and the instructor.

4.1006 Contract Faculty: A status report of first-year job expectations will be included in the formal evaluation as an attachment.

4.1007 The self evaluation and peer evaluation may be included in the formal evaluation at the option of the faculty member.

4.1008 Any recommendations for needs improvement.

4.11 Formal Evaluation Procedures:

4.1101 The formal evaluation forms are those included in the appendix of this agreement unless otherwise developed and approved as indicated in 4.9.

4.1102 The evaluator and the faculty member shall sign the formal evaluation. The faculty member's signature indicates only that he or she has read the contents of the evaluation.

4.1103 If the faculty member does not sign the formal evaluation, the evaluator

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.

- 4.1104 The original copy of each formal evaluation (and any related substantiating information) shall be forwarded to the Human Resources Department in a timely manner for inclusion in the faculty member's personnel file.

4.12 Peer Evaluation: If the faculty member chooses to have a peer evaluation, he/she shall notify the immediate supervisor, in writing, during the first four weeks of the evaluation semester. The peer evaluator will be mutually agreed upon between the faculty member and the supervisor. The evaluation for instructional faculty will include at least one classroom visitation and will be based on Teaching and Instruction Effectiveness (4.301). The faculty member has the option of including or not including the peer evaluation form in the formal evaluation.

4.13 Faculty Self-Evaluation: 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.

ARTICLE 5 PERSONNEL FILES

5.1 There shall be one 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, leave forms, transcripts, recommendations, evaluations, correspondence pertaining to the member, and faculty service area designations.

5.2 Only materials in the 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 or her personnel file during normal business hours on released time. A faculty member may, upon his or her written authorization, designate a representative to review the file 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 and 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 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 entered 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 or 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 originated prior to four (4) years shall be used to deny tenure, discipline, evaluate, dismiss or transfer a faculty member unless otherwise required by law.

ARTICLE 6 DISCHARGE, TENURE, RESIGNATIONS AND SENIORITY

6.1 Resignations: Resignations shall be administered in accordance with Sections 87730 and 87731 of the California Education Code. Refer to Board Policy 4240.

6.2 Discharge: The discharge of faculty members shall, unless otherwise stated herein, be in accordance with the applicable provisions of the California Education Code; i.e., 87732, 87733, 87734, 87735, 87736, 87737, 87740.

6.3 Tenure: The tenure rights of faculty members shall be in accordance with the applicable provisions of the California Education Code; i.e., 87600 through 87615.

6.4 Seniority:

6.401 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 or 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.

6.402 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.

6.403 A regular faculty member shall lose seniority with the District if he or she resigns, or is discharged.

6.404 A regular faculty member shall accrue seniority in accordance with applicable provisions of the Education Code. Adjunct faculty hired before 1967 shall accrue seniority in accordance with the provisions of the "Peralta" decision.

ARTICLE 7 REDUCTION IN FORCE AND RETRAINING

7.1 Reduction of Faculty:

- 7.101 No regular employee shall be deprived of his/her position for causes other than those specified in Education Code Sections 87453, 87467 and 87484, and Sections 87732 to 87739, inclusive, and no contract employee shall be deprived of his or 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.
- 7.102 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:

7.201 Faculty Service Areas (F.S.A.)

Faculty Service Areas are defined as being synonymous with the minimum qualifications for the discipline listed in Solano Community College Minimum Qualifications Disciplines List and/or the valid California Community College Credential for the discipline.

7.202 Competency Criteria

The Competency Criteria 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.

7.3 Procedures:

- 7.301 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 or she shall be deemed reemployed for the ensuing school year.
- 7.302 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(s), competency criteria, and seniority entitle them to render.

7.4 Rights of Terminated Faculty:

- 7.401 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 Faculty Service Area (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.
- 7.402 No new faculty assignments shall be made while there are faculty members on layoff status if they possess the appropriate Faculty Service Area 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 Education Code 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:

7.701 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. Tenured 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.

7.702 Retraining Opportunities:

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 teach 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.

7.703 Reassignment Agreements:

- A. In the event there are two or more faculty on a one-semester or full year leave for the purpose of retraining, the Association agrees to reduce the number of sabbatical leaves by one. All other retraining leaves are the responsibility of the district. No single full-time retraining leave of two semesters or less will reduce the number of sabbatical leaves by more than one in that two semester time period; however, if a full-time retraining leave requires more than two semesters to complete and there are any other full-time retraining leaves granted in that third semester, the Association agrees to reduce the number of sabbatical leaves by one in that third semester.
- B. 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; and satisfactory performance in the retraining activity.
- C. 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.
- D. 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.

- E. 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.
- F. The faculty member will receive full health and welfare benefits during any leave taken for purpose of retraining.
- G. Faculty failing to complete the agreement may be subject to a reduction in force.

ARTICLE 8 TRANSFERS

8.1 Definitions:

8.101 Transfer: 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.

8.102 Involuntary transfer: 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:

8.201 The District shall post a notice of regular job vacancies on bulletin boards in prominent locations in each building. The job announcement shall be posted for a period of ten (10) full working days during which time employees may request a voluntary transfer to a new discipline.

8.202 Regular faculty members requesting a transfer who meet the minimum qualifications for the position, submits a request for consideration and other documents as requested in the job announcement, shall be interviewed for the position.

8.203 Regular Faculty Job Postings

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:

8.301 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.

8.302 The District shall request faculty members volunteer to fill available vacant positions prior to involuntarily transferring a qualified faculty member.

8.303 Faculty members to be involuntarily transferred shall have the right to

indicate preferences from the list of vacancies, if any.

- 8.304 When making an involuntary transfer, the District shall give first consideration to the most senior faculty member's preference from the vacancies, if any.
- 8.305 All involuntary transfers shall be considered on the basis of meeting the minimum qualifications for the discipline.
- 8.306 Retraining Opportunities: Faculty who meet the minimum qualifications but do not have demonstrated competence in the subject field shall be given an opportunity to increase his/her competence by being provided with released time 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 released time authorized under this article, shall include a written agreement between the parties to outline the released time 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 upon.
- 8.307 No involuntary transfers shall be made in an arbitrary, capricious or discriminatory manner, and shall not 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 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 CTA.

ARTICLE 10 RETIREMENT

10.1 Retirement System: 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 or 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 employers.

10.2 Reduced Workload with Full Retirement Credit: A faculty member who meets all legal 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 in regard to class assignments, scheduling, and class size.

10.201 STRS Credit: The faculty member shall receive the STRS/PERS service credit that he or she would have received if he or 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.

10.202 Benefits: Faculty members on the reduced workload full retirement credit program shall receive fringe benefits on the same basis as full-time faculty members.

10.203 Return to Full-time Employment: 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 STRS/PERS Retirement:

10.301 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.

- 10.302 All regular faculty hired after July 1, 2004 will be eligible for ten years of retiree benefits (those listed in the collective bargaining agreement) after 15 years of services to Solano Community College District. Regular faculty hired before July 1, 2004 with ten (10) or more years of service to the District who submit a letter by October 1 in the academic year the member plans to retire shall continue to receive District-paid benefits for ten years as noted below. The health and welfare plans offered to retirees shall be the same as that offered to active employees, except for the dental plan, to the extent permitted by the health plan organizations. Except in cases of extreme hardship as determined by the District, employees submitting their letters of retirement prior to October 1 will receive the following:
- A. District-paid health plan for employee and spouse
 - B. District-paid vision for 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.
- 10.303 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.
- 10.304 Those retired regular faculty members employed after July 1, 1995 receiving District-paid benefits under 10.302 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.
- 10.305 The reimbursement process will be determined by the District. Reimbursement will not include 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

- 10.306 As a condition to receiving District-paid medical benefits under section 10.302, retired faculty and spouse will be required to enroll in Medicare A and B, if eligible.

10.4 Status of Benefits Subsequent to Retirement:

- 10.401 Retirees and spouses may continue to participate in District health and welfare plans after the District-paid benefits expire at his/her expense.
- 10.402 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.
- 10.403 Continuation of benefits is subject to the rules and regulations of the health and welfare carriers.

10.5 Adjunct Faculty Retirement: An adjunct faculty member has the option of participating in either the Defined Benefit or Cash Balance plans offered by the State Teachers' Retirement System in accordance with the rules, regulations, and laws governing the State Teachers' Retirement System.

ARTICLE 11 SABBATICAL LEAVE

11.1 Purpose: 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 Number of Leaves and Duration: 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.

In the event there are two or more faculty on a one-semester or full year leave for the purpose of retraining, the Association agrees to reduce the number of sabbatical leaves by one. See 7.703.A for further information.

11.3 Eligibility: 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, it shall not interrupt the counting of consecutive years of service.

11.4 Application: Application for 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 Recommendation by Sabbatical Leave Committee: A Sabbatical Leave Committee shall be established each year to review and recommend sabbatical leave applications according to the following procedures:

- 11.501 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.

- 11.502 Each year during 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.
- 11.503 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.
- 11.504 Should one or more of the recommended candidates decide to decline the leave, additional recommendations shall be sought from the Sabbatical Leave Committee for replacements.

11.6 Confirmation of Sabbatical Leaves:

- 11.601 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.
- 11.602 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 Return From Leave Report: 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 Compensation and Fringe Benefits:

- 11.801 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 or her leave.
- 11.802 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.

- 11.803 Faculty members on sabbatical leaves do not accumulate sick leave credit for the period of sabbatical leave.
- 11.804 Sabbatical leaves shall not constitute a break in service.
- 11.805 Faculty members on sabbatical leave shall receive such automatic increases in salary as would have been received had he or she remained in active service and shall be subject to the salary schedule in effect at the time of his or her return. Upon his or 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.
- 11.806 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:

- 11.901 Feasibility of stated sabbatical leave purpose with reference to its definition, scope, and the probability of its successful completion during the time period specified.
- 11.902 Relative benefits to College, students, and District compared to other sabbatical leave applications.
- 11.903 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.
- 11.904 Probable value in terms of aiding and/or improving applicant's execution of assigned professional duties.

11.10 Required Service After Sabbatical Leave: 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 or 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 prorata 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 prorata 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 Rules Governing Ownership for Intellectual Property Produced on Sabbatical Leave

11.1301 General Policy Statement: 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.

11.1302 Patent and Copyright Agreement: 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.

11.1303 Books, Articles and Similar Works, including Unpatentable Software: 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.

11.1304 Institutional Works: 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.

11.1305 Use of District Resources: 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 or she shall disclose the work to the 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.

11.1306 Determinations of Ownership and Policy in Unclear Cases: Questions of ownership or other matters pertaining to materials covered by this policy shall be resolved by the Vice President of Academic Affairs.

11.1307 Assignments: 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.

11.1308 Explanation of Terms:

A. Copyrightable Works

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 music;
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. Works for Hire

“Work for hire” is a legal term defined in the Copyright Act as “a work prepared by an employee within the scope of his or 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 11.1305 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 relinquished only by an official of the District authorized to do so by the Governing Board.

11.14 Rules Governing Ownership of Inventions Produced on Sabbatical Leave:

- 11.1401 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 or 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.
- 11.1402 All inventions which result from the employee's sabbatical service 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 and all District facilities, property, equipment, materials, etc.
- 11.1403 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 Education Code section 78906.

ARTICLE 12 SICK LEAVE

12.1 Notification of Illness: 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:

12.201 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.

12.202 At the beginning of each academic year, every full-time faculty member shall earn 12 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 (12 days x 8 hours per day = 96 hours).

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

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

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

B. Any Four Day Workweek (10 hours per day)

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

- 12.203 Sick Leave. Adjunct faculty members shall receive 1.2 hours sick leave for each eighteen (18) hours or pro-rata thereof of instruction per semester.
- 12.204 Upon the first day of service performed during the contract year, faculty members shall receive credit for all sick leave which their contract provides.
- 12.205 Unused sick leave shall accrue without limitation and may be transferred to or from any district in California.
- 12.206 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.
- 12.207 When necessary, qualified substitutes shall cover the scheduled classes, assignments and/or appointments. They will be compensated at the hourly rate.
- 12.208 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.
- 12.209 All faculty members may use accumulated sick leave in cases of serious illness of spouse or child beyond entitlement in 12.208. 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.

12.3 Retirement Credit: 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 Physician's Report: 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 Additional Sick Leave: 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 or 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 affect as provided in the law. Contact the Association and the District Human Resources Department for family leave information.

12.7 Catastrophic Leave: Effective with the Fall 2002 semester, faculty may participate in the catastrophic leave program provided to other District employees. See Article 13 for information.

12.8 Faculty members who are representatives to the BASIC Trust who are absent from their teaching/lab/office hour obligations because of a conflict with BASIC Trust meetings will not be subject to sick leave or personal leave. The two representatives will make every attempt to request a teaching schedule which will not conflict with BASIC Trust meetings.

ARTICLE 13 LEAVES OF ABSENCE WITH PAY

13.1 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:

13.2 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 or her immediate supervisor in advance of his or her intended absence except in the case of death, serious illness or accident.

13.3 Bereavement Leave:

13.301 Regular faculty members shall be granted five (5) days paid leave of absence to an employee for the following: 1) Death of employee's spouse, child, mother or father, or foster parent or step parent, 2) Death of other immediate family members if out-of-state travel is necessary or if travel is in excess of 200 miles one way.

13.302 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.

13.303 Immediate family is defined as grandmother, grandfather, grandchild, aunt, uncle, son-in-law, daughter-in-law, sister, sister-in-law, brother, brother-in-law 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.

13.304 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.)

13.305 Additional days of bereavement leave, if approved, will be deducted from accumulated sick leave.

13.4 Jury Duty and Witness: 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 or 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.

13.5 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.

13.6 Industrial Illness or Accident Leave:

13.601 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.

13.602 When a faculty member is absent from his or her duties on account of an industrial accident or illness, he or 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 or 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 or 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 4453 of the Labor Code. For purposes of this section, however, the maximum and minimum weekly earnings set forth in Section 4453 of the Labor Code shall otherwise not be deemed applicable.

13.603 Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.

13.604 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 or 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 or she may elect to take as much of his accumulated sick leave which, when added to his or her temporary disability indemnity, will result in a payment to him or her of not more than his or her full salary.

- 13.605 During any paid leave of absence, the employee may endorse to the District the temporary disability indemnity checks received on account of his or 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.
- 13.606 The Governing Board may, by rule or regulation, provide for such additional leave of absence for industrial accident or illness as it deems appropriate.
- 13.607 Medical verification of fitness for resumption of duties may be required by the District.

13.7 Emergency Leave: 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.

13.8 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.

13.9 Catastrophic Leave: (effective Fall 2002 semester)

- 13.901 Definition: 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 or she has exhausted all his or her sick leave and other paid time off.

13.902 Criteria for approval:

- 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.

13.903 Eligibility to Receive Catastrophic Leave:

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

13.904 Requesting Catastrophic Leave:

- 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 6 consecutive months. An employee is eligible to receive no more than 12 months of paid leave to include all paid leaves noted in 13.903.B including catastrophic leave.

13.905 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; 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 (24 days = 192 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.

13.906 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.

13.907 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).

13.908 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.

13.909. Termination of Leave:

- 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 (13.904.B).

ARTICLE 14 LEAVES OF ABSENCE WITHOUT PAY

14.1 Eligibility: Faculty members shall be eligible for leaves of absence under this Article at any time after the effective date of their contract.

14.2 Application: 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 Health Leave: 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 Military Leave: 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.

14.601 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.

14.602 The faculty member on such leave shall be entitled to return to employment at the end of the leave.

14.7 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.

14.701 **Parental Leave:** 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.

14.702 **Paternity Leave:** 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.

14.901 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.

14.902 The faculty member on such leave shall be entitled to return to employment at the end of the leave.

14.10 Conditions:

14.1001 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 Education Code.

14.1002 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 Education Code.

14.1003 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.

14.1004 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 Purpose: To provide an orderly procedure for reviewing and resolving grievances promptly.

15.2 Definitions:

15.201 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.

15.202 A "grievant" is the person or persons, including the Association or representatives thereof, making the claim.

15.203 A "day" (for the purposes of this grievance policy) is any calendar instructional day.

15.204 The "immediate supervisor" is the first administrator having immediate jurisdiction over the grievant.

15.3 Time Limits: 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.

15.401 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. The name and position of the grievant.
 - 2. The date on which 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 the appendix 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.

15.402 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.

15.403 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 State Mediation and Conciliation Service: 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 Powers of the Arbitrator: 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.

15.7 Rights of Faculty Members to Representation:

15.701 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.

15.702 A faculty member may be represented at Levels One and Two of the grievance procedure by himself or 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 had 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 Released Time for Grievance Procedure: A maximum of four (4) representatives of the Association shall have the right to receive reasonable periods of released time without loss of compensation for the purpose of grievance processing.

ARTICLE 16 FACULTY/MANAGEMENT RIGHTS

16.1 Consultation: Individual faculty members shall have the right of consultation with their immediate supervisors.

16.2 Analysis of Instructional Program: 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 Right to an Interview:

16.401 All adjunct faculty who make application for a regular faculty position shall be granted an interview providing the following occurs: 1) Meets minimum qualifications and 2) submits all documents as requested/required in the job announcement.

16.402 An adjunct faculty member is one who has taught within the current or preceding semester (including summer session) at the time of application.

16.5 Supervision, Discipline, Evaluation: No faculty member shall supervise, discipline, or evaluate (except as stated in Section 4.302.B) any other member of the bargaining unit.

16.6 Both the Association and the District shall have the rights reserved to it by the California Education Code, Government Code, and any other applicable laws.

16.7 Rules Governing Ownership for Intellectual Property

16.701 General Policy Statement: 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.

16.702 Intellectual Property Agreement: 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.

16.703 Explanation of Terms:

A. “Copyrightable Work” 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 music;
4. pantomimes and choreographic works (if fixed, as in notation or videotape);
5. pictorial, graphic and sculptural works;
6. motion pictures and other audiovisual works;
7. sound recordings;
8. architectural works; and
9. compilations, collective works and derivative works.

B. “Invention”: Inventions shall include any discovery, invention, process, composition of matter, article of manufacture, know-how, design, technological development or patentable biological material.

C. “Work-for-Hire”: 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 or 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 non-fiction, 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. “Non-significant Use/Support”: 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. “Substantial Use/Support”: 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. “Assignment”: 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. “License”: 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.

16.704 Copyright Ownership by Faculty Members: 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.

16.705 Copyright Ownership by the District: 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.

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.

16.706 Rules Governing Ownership of Inventions Produced by Employees:

A. Disclosure Requirement: 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. Ownership of Inventions: 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. Employee Obligations: 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.

16.707 Copyright and Patent Registration: Responsibility for registration of copyrights and patents shall lie with the owner of the copyrights and patents.

16.708 Assignments and Licenses: 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.

16.709 This article shall not apply to any intellectual property which would constitute “instructional material” under Education Code section 78900.

16.710 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.

ARTICLE 17

CONDITIONS OF EMPLOYMENT

17.1 Schedule of Payment: 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. The faculty member shall notify the Human Resources Department by August 15 if he/she wishes to change his/her payment schedule. 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:

17.201 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.

17.202 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.

17.203 If a faculty member 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 Faculty Offices: The District shall provide reasonable office and work space for use of regular faculty members. Office space and work space 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 23.

17.6 Overnight Respite: Faculty members 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 or she might otherwise agree. Hourly assignments (overload) are not included.

17.7 Assignment of Course Schedules: 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 or 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 Safety and Health: 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, Administrative and Business Services), or a member of the District Safety Committee.

ARTICLE 18 ASSOCIATION RIGHTS

18.1 Orientation: 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 Distribution: 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 Meeting Facilities: 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 Board Minutes: 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 Membership List: 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 Released Time:

18.601 Association responsibilities: The District shall grant 80% released 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. (Revised 5-19-04)

18.602 Academic Senate responsibilities: The District shall grant 60% released time from classroom duties to the following: 40% for Academic Senate President and 20% for Curriculum Committee Chair. (Revised 6-19-02)

18.603 CTA may request additional released time for the assignments noted above from the respective Vice President of Academic Affairs or 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 Government Code.

ARTICLE 19 WORKLOAD

19.1 Work Assignments:

- 19.101 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.
- 19.102 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.
- 19.103 In multiple hour classes, a course will be scheduled to have a ten (10) minute passing period. For example: Tuesday and Thursday, 8 a.m. to 9:20 a.m.; Monday and Wednesday, 9:30 to 10:50 a.m. This schedule pattern maximizes FTEs that may be claimed for these courses.

19.2 Regular Faculty Instructional Workload:

- 19.201 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 22.5 points with the following exceptions:
- A. Cosmetology full load = 30 contact hours per week.
 - B. Athletic Coaches: Regular faculty head coaches shall be compensated with released coaching time of eleven hours and assistant coaches with nine (9) hours. Head coaches shall be given three (3) hours per week released time in their off season for the purpose of recruiting.
 - C. Regular faculty teaching photography (164, 165, 166, 167) and trade and technical (Aeronautics 102, 105, 106, 107; Auto Body & Repair 100, 101, 102, 103; Auto Tech 130, 131, 132, 133; and Welding 100, 101, 102, 103) classes will teach the extra hours as part of their regular load on a prorata basis (annual salary/175 workdays/8 hours per day = prorata hourly rate).
 - D. The workload change in Category 2 classes from 1.15 to 1.25 will exclude: CIS lab, OT Lab, English 64, 310, 320, ESL 340 and 330, Math Lab, Registered Nursing Lab, Intercollegiate Athletic classes, Speech 50, OC Ed 90 and Physical Education Intramurals.

- 19.202 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.
- 19.203 The following categories of modes of instruction are recognized and shall be weighted with points to establish equity.
- A. Category 1 courses: Category 1 courses 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. Category 2 courses: Category 2 courses require less than one (1) hour of instructor time outside class in preparation, evaluations, and facilities set-up or breakdown.
 - C. Category 3 courses: Category 3 courses require less instructor time outside class in preparation, evaluation, facilities set up or breakdown than Category 1 and 2 courses.
 - D. Combination: 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.
- 19.204 The Instructor Load Formula Manual, which lists the categories for all existing classes, shall continue to serve as the basis for class loads. 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. These classes shall be added to the list in the Instructor Load Formula Manual when the course is approved. A copy of this manual shall be available in the Vice President of Academic Affairs Office.
- 19.205 Classroom workload points for the above categories shall be allocated as follows:
- A. Category 1 (one hour per week) = 1.5 points.
 - B. Category 2 (one hour per week) = 1.25 points.
 - C. Category 3 (one hour per week) = 1.0 point.
- 19.206 The workload formula does not apply to TV consortium courses.
- 19.207 Additional classroom workload points shall be used in calculating the workload for instructors who are teaching large lecture classes

according to the following scale:

| Number of Students* | Total Contact Hour Points |
|---------------------|---|
| 61-80 | 2.0 |
| 81-100 | 2.5 |
| 101-120 | 3.0 |
| 121-140 | 3.5 |
| 141+ | Add 1.5 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 points times the number of hours per week that the class meets.

Team taught and learning community classes are excluded.

- 19.208 The teaching load in a team-taught course shall be established according to the degree of involvement of instructors teaching the course as jointly agreed upon by the parties involved.
- 19.209 Faculty assignments shall be made by management in consultation with division faculty; however, management retains the right to make assignments and reassignments of academic faculty.
- 19.210 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.
- 19.211 A faculty member has the option to teach a reduced load at reduced pay and benefits.
- 19.212 Regular Load, Overloads and Underloads:
- A. No instructor shall be required to have a classroom workload equal to more than 22.5 points in any semester unless he/she agrees. If he/she agrees to work beyond 22.5 points during a semester, an average of 22.5 shall be maintained within a three (3) semester period.
 - B. 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.

- C. Any overload or underload shall be adjusted within a three (3) semester period.
- D. 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 adjunct assignments.
- E. In the event that such an adjustment cannot be made, he/she shall be compensated or reduced in pay for the overload or underload as follows: on a prorata basis in accordance with his/her placement on the regular faculty salary schedule.
- F. If a regular faculty member does not have a full workload due to cancellation of class(es) and cannot achieve a full load by converting his/her overload class(es) to regular pay, the faculty member shall have the option to be assigned to a part-time hourly class to complete his/her full workload for that semester.
- G. Effective Fall 2000, if the activity points in a specific lecture/laboratory/activity class creates an overload beyond the 22.5 required activity points, the workload points of that class may be "split" between contract points and overload points. A regular faculty member who is teaching such a class will be paid for the activity points beyond the 22.5 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 22.5 workload 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, the number of hours as described per week in the Section K course outline.

19.3 Adjunct Assignments:

19.301 Regular Faculty:

- A. Regular faculty will be contacted for each semester and summer session to inquire of their interest in teaching adjunct/hourly 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 overload/hourly assignments. The term "class/hourly 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.

19.302 Adjunct Faculty:

- A. Adjunct faculty are limited to teaching 60 percent 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.
- C. 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).)

19.4 Class Size:

19.401 Class size shall be based on equipment limitations, educational considerations, and safety.

19.402 Recommendations for class size maximums shall be included in all new course proposals submitted to the Curriculum Committee. The class size maximums approved shall be listed in the Instructor Load Formula Manual. In the event of disagreement existing over maximum class size for a given course, the dispute shall be worked out jointly between management and the division faculty involved.

19.5 Class Cancellation:

19.501 Classes which reach or exceed a minimum enrollment of 50% of the class maximums will not be canceled unless actual attendance drops below 50% and remains below through the second class meeting. In addition, management shall base decisions to cancel classes on programmatic and educational decisions. These considerations may include but are not limited to required transfer/vocational courses, new course offerings, classrooms which hold fewer than the allowable maximum, and the number of sections offered.

19.502 Courses which are not canceled by the end of the second meeting shall remain open throughout the duration of the semester.

19.6 Reader/Tutor Assistance: Readers will be provided to instructors teaching large lecture classes according to the following schedule:

| Number of Students | Hours |
|--------------------|---|
| 61-80 | 2/3 hours per week |
| 81-100 | 1 hour per week |
| 101-120 | 1-1/3 hours per week |
| 121-140 | 1-2/3 hours per week |
| 141+ | add 1/3 hour per week for each additional 20 students |

19.601 The remainder of the reader funds made available to divisions and departments will be allocated by the division Dean to faculty on an equitable as needed basis.

19.602 All tutor funds made available to division and departments will be allocated by the division Dean to programs on an equitable as needed basis.

19.7 Instructor Professional Workload: The workload of faculty is based on a forty (40) hour workweek.

19.701 Regular Instructor:

- A. Instructional hours: Fifteen (15) to thirty (30) hours a week as specified in Section 19.201.
- B. Five (5) assigned office hours per week. 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.
- 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:
 - 1. Staff/division meetings (maximum of three hours per month)
 - 2. Meeting administrative timelines and submission of completed

and required documents and reports

3. Required flex-cal days

- 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. Duty shifts: 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 and an evening duty shift as those classes beginning after 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.

19.702 Adjunct Faculty:

- 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. Optional office hours for adjunct faculty: Adjunct faculty may elect to hold paid office hours. 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 prearranged location. Exceptions will be made for late hires. The office hours scheduled is subject to approval of the division Dean. Office hours

for adjunct faculty shall be provided as follows effective Fall 2000.

1. Faculty teaching a 60% workload are eligible to receive nine (9) paid office hours during the semester.
2. Faculty teaching a 40% to 59% workload are eligible to receive six (6) paid office hours during the semester.

19.703 Honors

A. Honors Allocation: The District will contribute \$10,000 annually for honors programs.

B. Stipend:

1. Instructors who teach honors will be paid a maximum of \$200 per student to a maximum total payment of \$400 per semester subject to the conditions of B.2. in accordance with the following chart:

\$200 for 3 units
\$132 for 2 units
\$ 66 for 1 unit

2. If the number of honors projects exceeds the amount of funds available, pay for qualified projects will be prorated among faculty based on the number of honors projects each academic year and the number of students per instructor.
3. 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.
4. Instructors will be paid in the June paycheck for any honors work completed in the preceding academic year.
5. The stipend will not be awarded if the student drops the honors class within the first six weeks of the semester.

C. Conditions for Stipend:

1. Honors is considered an overload assignment for a regular instructor and included in a regular load of an adjunct instructor.
2. 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).

3. An instructor will not be paid for students who receive honors credit by working within an instructor's already assigned class or classes.
4. Students must be eligible for honors work in accordance with Curriculum Committee guidelines.

D. Timeline and Process for Approval of Honors Work:

1. The student and instructor mutually agree to work on an independent study project.
2. 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.
3. Division Dean will approve/disapprove proposal by no later than the first day of the third week of classes.
4. 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.

19.8 Counselor Workload: 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.

19.801 Counselor-Student Ratio: The counselor-student ratio shall be one counselor for every 600 to 1,000 students served excluding contract

and community service courses.

- 19.802 Counselor Assignments: 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.
- 19.803 Classroom Load Formula: 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.
- 19.804 Work Year: 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 pro-rata basis. The aforementioned 175 days shall be the same as for regular instructors in that counselors are regular academic faculty members.
- 19.805 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.

19.9 Librarians and Learning Resources Center Faculty Workload:

- 19.901 Workweek: The workweek shall be thirty-five (35) hours per week plus five (5) hours of job-related activities at the discretion of the librarians.
- 19.902 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 in 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.

19.10 Instructor/Coordinators Workload:

- 19.1001 Workweek: The regular assignment for instructor/coordinators shall be twenty-five (25) hours plus five (5) office hours plus ten (10) hours of job-related activities at the discretion of the instructor/coordinator.
- 19.1002 Released Time: Instructor/coordinators shall be released from a portion of their teaching duties to perform their duties as outlined in their job

descriptions in the coordinator assignment. The amount of released time and the duties to be performed shall be determined by management. The equivalent of a three-hour per week class (20%) is eight hours of time to perform the coordinator duties.

19.1003 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.

19.11 Counselor/Coordinators Workload:

19.1101 Workweek: 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.

19.1102 Released Time: Counselor/coordinators shall be released from a portion of their counseling duties to perform their duties as outlined in their job descriptions in the coordinator assignment. The amount of released time and the duties to be performed shall be determined by management. The equivalent of 20% released time from counseling duties equate to eight hours of service to perform coordinator duties.

19.12 Enabler/Disabled: 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.

19.13 Matriculation Counselors: The Matriculation Counselors 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 Counselors may volunteer to change his/her work year on an annual basis.

19.14 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.

ARTICLE 20 SALARIES

20.1 Salary Schedules: Faculty shall be paid in accordance with provisions of this Article.

20.101 Regular Faculty Salary Schedule: 4.23% salary increase on the salary schedule retroactive to July 1, 2005. (See Appendix III)

20.102 Adjunct Faculty Salary Schedule: 4.23% salary increase on the salary schedule retroactive to July 1, 2005. (See Appendix IV)

20.103 Athletic Coaches:

A. Regular Head Coaches

Hourly compensation for time worked beyond contract days for district approved athletics with prior approval of the Dean, PE & Athletics.

1. For football, basketball, softball, baseball, and soccer up to a maximum of forty-eight (48) hours per sport (maximum one semester per academic year).
2. For waterpolo, volleyball, track and field, and swimming up to a maximum of thirty-two (32) hours per sport (maximum one semester per academic year).

B. Regular Assistant Coaches

Hourly compensation for time worked beyond contract days for district approved athletics with prior approval of the Dean, PE & Athletics.

1. For football, basketball, softball, baseball, and soccer up to a maximum of forty-eight (48) hours per sport (maximum one semester per academic year).
2. For waterpolo, volleyball, track and field, and swimming up to a maximum of thirty-two (32) hours per sport (maximum one semester per academic year).

C. Adjunct Head Coaches

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.

1. For football, basketball, softball, and baseball up to a maximum of forty-eight (48) hours per sport (maximum one semester per academic year).
2. For waterpolo, volleyball, track and field, and swimming up to a maximum of thirty-two (32) hours per sport (maximum one semester per academic year).

20.104 Special Assignment Compensation:

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:

20.201 Definition: 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 and subsequently as a temporary or regular 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 20.204.C.2.
- 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 20.202.B.

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 20.202.D.

20.202 Evaluation of Credits and Placement on Salary Schedule: 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. Arrangements will be agreed upon between the division Dean and the employee.
- B. Within three 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 to determine semester units. Units must be granted by an accredited institution as identified in 20.201. 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.
 - 1. Employees must receive a grade of "C" or better or pass/credit to receive credit.
 - 2. Employees must submit a 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.

20.203 Credits Before Degree: 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.

20.204 Experience Credit:

A. Regular Faculty - Academic Track 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.

1. Directly related full-time occupational experience shall be granted for salary step placement. Appropriateness of experience shall be determined by the Director 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 years | 5 (step 6) |

3. Teaching, counseling, librarian and appropriate occupational experience may be combined for a maximum salary placement of step 10.

4. Effective with the 2001 Fall semester 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 Director of Human Resources as follows:
 - a) Instructor: one year of service credit for 30 semester units (or 45 quarter units) or 700 hours (20 hours per week x 35 weeks)
 - b) Counselor: one year of service credit for 1,110 hours of counseling experience (185 days x 6 hours per day)
 - c) Librarian: one year of service credit for 1,225 hours of librarian experience (175 days x 7 hours per day)

B. Regular Faculty - Vocational Track Placement:

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. 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 (2) years for one (1) step for appropriate and directly related full-time vocational experience. Appropriateness of experience shall be determined by the Director 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 salary placement of step 10.

C. Adjunct Faculty - Academic Track Placement:

1. Academic adjunct faculty shall be placed in accordance with the Adjunct Faculty Salary Schedule.
2. Experience credit for adjunct faculty hired after January 1, 1992 shall be granted prior teaching, counseling, or librarian experience credit according to the following:
 - a) Credit will be granted for only those credit units taught in an accredited institution of higher education in accordance with 20.202.
 - b) All experience must be verified by letter from accredited institutions in accordance with 20.202 and submitted to the Human Resources Department within three (3) months of date of hire.
 - c) Creditable Experience: It is understood that teaching experience in an institution of higher education is acceptable for placement on the adjunct faculty salary schedule. Job titles such as instructor, professor, or faculty are common titles. Some institutions use different job titles requiring further verification of experience. In this case, the experience must meet the following criteria to receive salary credit: paid experience and not receiving college credit for the teaching assignments; responsibility of an instructor or teacher of record; and responsibility for a classroom activities lab or lecture. Credit will be awarded for the actual hours served in the performance of the lecture or lab responsibilities only. Instructors who have taught a minimum of 96 hours per academic year (minimum of 48 hours each semester) will receive one (1) year of experience credit on the adjunct faculty schedule. Other more traditional experience criteria are listed below.
 - 1) Instructors: Instructors who have taught a minimum of six (6) credit units per academic year (minimum of three (3) credit units per semester) will receive one (1) year of experience credit on the adjunct faculty schedule. For laboratory instruction without applicable units forty-eight (48) hours equals three (3) units.
 - 2) Counselors: Counselors who have counseled a

minimum of twelve (12) hours per week per academic year (minimum of six (6) hours per week per semester) will receive one (1) year of experience credit on the adjunct faculty schedule.

- 3) Librarians: Librarians who have performed as a librarian a minimum of fourteen (14) hours per week per academic year (minimum of seven (7) hours per week per semester) will receive one (1) year of experience credit on the adjunct faculty schedule.

- d. This provision does not apply to any adjunct hourly instructors who are or have been employed by the District prior to January 1, 1992.

D. Adjunct Faculty – Vocational Track Placement:

1. Vocational adjunct faculty shall be placed in accordance with the Adjunct Faculty Salary Schedule (reference Appendix IV-A).
2. 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 up to a maximum of five (5) steps which is equivalent to a total of eight years of full-time experience (four (4) years at 2:1 ratio or the 5th step). Appropriateness of experience shall be determined by the Director of Human Resources. Written verification by prior employer(s) will be required on the form provided for this purpose.
3. Experience credit for adjunct faculty hired after January 1, 1992 shall be granted prior teaching, counseling, or librarian experience credit according to the following:
 - a) Credit will be granted for only those credit units taught in an accredited institution of higher education in accordance with 20.202.
 - b) All experience must be verified by letter from accredited institutions in accordance with 20.202 and submitted to the Human Resources Department within three (3) months of date of hire.
 - c) Creditable Experience:

- 1) Instructors: Instructors who have taught a minimum of six (6) credit units per academic year (minimum of three (3) credit units per semester) will receive one (1) year of experience credit on the adjunct faculty schedule. For laboratory instruction without applicable units forty-eight (48) hours equals three (3) units.
 - 2) Counselors: Counselors who have counseled a minimum of twelve (12) hours per week per academic year (minimum of six (6) hours per week per semester) will receive one (1) year of experience credit on the adjunct faculty schedule.
 - 3) Librarians: Librarians who have performed as a librarian a minimum of fourteen (14) hours per week per academic year (minimum of seven (7) hours per week per semester) will receive one (1) year of experience credit on the adjunct faculty schedule.
- d) Teaching, counseling, librarian, and appropriate occupational experience may be combined for a maximum salary placement of step 10.
 - e) This provision does not apply to any adjunct faculty who are or have been employed by the District prior to January 1, 1992.

20.205 Limited Service Credential – Placement: Faculty serving under a limited service credential shall be placed in Class 1 of the Adjunct Faculty Salary Schedule.

20.3 Advancement on the Salary Schedules—Step Advancement:

20.301 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 year's 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. Effective Spring 1990, 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 or she shall be given credit for that year's experience for salary schedule advance 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 nine (9) years.

20.302 Adjunct Faculty

- A. Effective Fall 1993, advancement on the Adjunct Faculty Salary Schedule (Appendix III) after original placement shall be at the rate of one (1) step for each full year of teaching, counseling or librarian experience at Solano Community College if all appropriate criteria and qualifications have been met.
- B. For adjunct faculty, a full year of service shall be the equivalent of two (2) semesters or summer sessions with a minimum of the following:
 - 1. Instructors: Two semesters of three (3) credit units or forty-eight (48) hours for laboratory instruction per semester;
 - 2. Counselors: Two semesters of six (6) hours per week per semester; and
 - 3. Librarians: Two semesters of seven (7) hours per week per semester.
- C. 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.
- D. 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.

20.4 Advancement on the Regular and Adjunct Faculty Salary Schedules--Class Advancement: Faculty are eligible for annual salary adjustments once each year at the

beginning of the fall semester.

- 20.401 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 has met 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 (regular faculty Appendix III-A; adjunct faculty, Appendix IV-A) and has met the other appropriate criteria as listed in this agreement.
- 20.402 Upper division and graduate credit will be accepted from accredited institutions as defined by paragraph 20.201 and 20.201.C.
- 20.403 Notice of Intention to Advance: 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.
- 20.404 Salary Increases and Placement on Salary Schedule While on Sabbatical Leave: 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 20.403.
- 20.405 Compensation for Earned Doctorate: Faculty with an earned doctorate from an accredited institution of higher learning shall be placed in Column 4 at the appropriate step of the Regular Faculty Salary Schedule and granted an additional stipend of \$2,400. Adjunct faculty with an earned doctorate will be granted an additional stipend of seven percent (7%) over his/her placement in Class IV of the Adjunct Faculty Salary Schedule. In order to receive the stipend, 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 stipend is received.
- 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 20.202.
- 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 stipend 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.

20.406 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 tie-breaking member. The committee shall select its own chairperson.
- C. The following general criteria must be met.
 - 1. 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.
 - 1) 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--1 unit for each thirty-six (36) hours of course work.
 - c) Lower Division Credit Courses--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 are qualified to teach are generally not approved for credit. Credit is generally approved for areas of new technology, new techniques, or will be used to enhance curriculum, etc.
 - d) Workshops/Seminars--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--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):

- 1) 1 unit per article in professional journal. Articles shared with more than one author will receive appropriate proportional credit.
- 2) 3-6 units per book published (not at author's expense). Books co-authored will receive up to 3 units of credit; one author will receive up to 6 units of credit.

4. Processing Procedures (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.

20.5 Financial Report: The Vice President of Administrative and Business 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.

20.6 Longevity:

20.601 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 20th year of service to the district
\$3,000 at the beginning of the 25th year of service to the district
\$4,000 at the beginning of the 30th year of service to the district

20.602 The stipends are non-accumulative. Eligible faculty will begin receiving the stipend in the fall semester in the year after the employee completes 19, 24, and 29 years of service to the district. (For example, a faculty member who completes 19 years of service in May will begin receiving the \$1,500 stipend in the following August.)

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:

- 21.101 Health Insurance: Faculty will have the choice of any medical plan offered by the Bay Area Schools Insurance Cooperative Trust (BASIC Trust) as authorized by the Basic Trust. The District will pay the monthly premium cost for each covered employee and eligible dependents, and any increases to those premiums during the life of this Agreement. Beginning July 1, 2003 and during the life of this agreement, the faculty shall be responsible for all other expenses and changes associated with the health plan of their choice, including, but not limited to, deductibles, co-pays, covered services and products or other out-of-pocket expenses (non-premium costs) associated with each plan. (Revised 5-19-04)
- 21.102 Dental Insurance: Delta Dental Service, dental care plan now in effect (annual maximum \$2,500).
- 21.103 Vision Care: Vision Service Plan C (\$5 deductible)
- 21.104 The District shall pay all premiums and premium increases for the above mentioned plans during the life of this agreement for full-time employees working 100% workload.
- 21.105 The District will provide a \$10,000 life insurance policy for regular faculty.
- 21.106 Domestic partners: The parties acknowledge domestic partners, as defined by the California Family Code section 297, are eligible for medical, dental and vision coverage.

21.2 Adjunct Faculty: Adjunct faculty may participate at their expense in the B.A.S.I.C. health plans referenced in 21.101. The District is not liable if the B.A.S.I.C. Trust does not accept the adjunct faculty into the Trust. Upon the approval of this agreement by the Governing Board on March 6, 2002, the Trust does not accept adjunct faculty participation in the health plans. However, if the Trust allows participation in the future, the following will apply:

- 21.201 Eligibility: 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 As of July 1, 1986 all regular employees who work more than 60% but less than 100% shall pay a prorata 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 prorated costs, of a full-time employee.) Faculty on a reduced workload with full retirement credit, Article 10.2, shall receive full insurance coverage as specified in Section 10.202.

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:

21.501 The IRS Section 125 Flexible Benefit Plan as offered by American Fidelity will be in accordance with its regulations made available to regular faculty beginning January 1, 1998. 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 on medical reimbursement.

ARTICLE 22
ORGANIZATIONAL SECURITY, PROFESSIONAL DUES,
SERVICES FEES AND PAYROLL DEDUCTIONS

22.1 Maintenance of Membership: Employees who are members of the Solano College Chapter CCA/CTA/NEA at the time of the signing of this agreement or who enrolls during the term of this agreement shall maintain their membership for the term of the agreement. A member may terminate his or her membership within the thirty-(30) day period following expiration of the agreement. If a member who is covered by the maintenance of membership requirement withdraws authorization for dues deduction and/or refuses to provide the Association with lump-sum cash payment of dues for the year, the District shall deduct membership dues.

22.2 Dues and Payroll Deduction

22.201 Agency shop: Each regular/contract faculty member shall, unless exempted, as a condition of initial and continued employment with the District, become a member of the Association, or shall pay a service fee equal to the monthly dues of the Association.

22.202 The Association agrees that it shall furnish to the District annually no later than August 1 written certification of the dues or service charges.

22.203 The District shall at the time of an individual's employment furnish to each employee a CCA/CTA/NEA enrollment form. As a condition of employment, the regular/contract faculty member must do one of the following:

- A. Become a member of the Association; or
- B. Not become a member of the Association, but pay a service fee to the Association; or
- C. If a religious objector, pay an amount equal to the Association service fee to a non-religious charitable fund. A religious objector is one who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association as a condition of employment.

1. Forms will be provided for 22.203.A and 22.203.B above. To receive a religious exemption, the unit member must submit a detailed written statement establishing the basis for the religious exemption to the CTA President. The Association Executive Board shall communicate in writing to the unit member and to the District its acceptance or rejection of the exemption. If accepted, the unit member shall make the payment to an

appropriate charity as described below. Such payment shall be made on or before the due date for cash dues/fees for each school year.

2. The employee shall provide proof of payment to the Association as a condition of continued exemption from the payment of the agency fee.
3. Proof of payment shall be made in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. No in-kind services may be received for payments, nor may the payment be in a form other than money such as the donation of used items. Such proof shall be presented on or before the due date for cash dues/fees for each school year.
4. The recognized charitable organizations (IRC 501 (c) (3) of Title 26) are:
 - a) Foundation to Assist California Teachers
 - b) Solano Community College Scholarship Foundation
 - c) Solano Community College Educational Foundation

22.204 All sums deducted by the District shall be remitted to the Association at the address given to the District by the Association once each month by the 15th calendar day following the pay period on which the deductions were made. The District shall notify with each remittance the name of each employee and the amount of the deduction.

22.205 The District shall not be liable to the Association by reason of the requirements of this article for the remittance or payment of any sum other than that constituting actual deductions made from the wages earned by the employee.

22.206 Any unit member making payments set forth in 22.203.C who requests that grievance or arbitration provisions of this agreement be used in his/her behalf shall be responsible for paying the reasonable cost of using the grievance or arbitration provisions. (Refer to Article 15.403.)

22.207 The Association agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation and

indemnify the district from any judgment in such proceedings. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried or appealed.

ARTICLE 23 ACADEMIC CALENDAR AND HOLIDAYS

23.1 Calendar: The calendar shall be negotiated as a part of this agreement.

23.2 Flexible Calendar: Of the 175 contract days, regular faculty shall have service days as follows: 165 teaching days and ten (10) flexible days. The ten (10) days will be divided as follows:

23.201 Two (2) days, one day for "all school/division/area" prior to the beginning of each semester. New contract faculty are required to attend a staff orientation day during the first year of employment (will count as one optional flex day).

23.202 Six (6) 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 flex-cal criteria as identified in Title 5.

23.203 The number of hours that comprise a non-instructional day for regular faculty will be six (6).

23.204 Adjunct faculty may participate in on and off-campus in-service activities for a number of hours equal to their weekly assigned hours with approval of their immediate supervisor and will be reimbursed for their participation at their hourly rate of pay.

23.3 Flexible Time Activities: 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 23.202. 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 23.202 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 will be charged six hours of leave without pay for each full day for activities missed. Partial days will result in leave without pay in proportion to time missed.

23.4 Observance of Holidays: Holidays shall be observed on the date 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.

ARTICLE 24 TRAVEL/CONFERENCES

24.1 Reimbursement: Faculty members shall be entitled to reimbursement for approved travel related to conferences, field trips and other District-related activities. Approval must be granted by the immediate supervisor prior to any trip.

24.2 Automobile Expenses: If the faculty member uses his/her own vehicle, the District shall provide reimbursement for such use at the rate approved by the Governing Board which is the rate allowed by the IRS before the District is required to report as income, plus tolls and parking.

24.3 Workers' Compensation Insurance: Faculty members shall be covered under Workers' Compensation Insurance in the event of accident or injury.

ARTICLE 25
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 26 SEVERABILITY AND SAVINGS CLAUSES

26.1 Invalidity of Part of Agreement: 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.

26.2 Replacement of Invalid Part of Agreement: 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 27 RELEASED-TIME ASSIGNMENTS

27.1 Released 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. Management retains the right to determine the assignments, the duties to be performed, and how the assignments will be performed.

27.2 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).

27.3 The released assignments for grants developed by a particular faculty member are not subject to this article.

27.4 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 released/reassigned time (coordinators and all others) which shall include the percentage of released/reassigned time.

27.5 Job Descriptions: The District agrees to develop job descriptions in a timely manner with input from CTA for all released 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.

27.6 Recruitment: Released assignments will be advertised for ten 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 District-wide and tenure-track assignments will be advertised by the Human Resources department. The interview committee structure will be as follows:

27.601 Tenure-track assignments: In accordance with the faculty hiring procedures.

27.602 Division assignment: The interview committee will include the Dean and two faculty. The division faculty will select the two faculty members.

27.603 District-wide assignment: The Academic Senate President will appoint

the three faculty members. The appropriate Vice President will appoint two managers.

All faculty interview committee members shall be regular faculty.

27.7 Terms of Assignment: The terms are as follows:

- 27.701 Tenure-track assignments - no term limits
- 27.702 Division coordinators - three-year terms unless a shorter term is specified by the District
- 27.703 District-wide coordinators – five-year terms unless a shorter term is specified by the District. The terms will apply to District-wide coordinators when the current incumbent in the position is no longer in the position or the term expires.
- 27.704 Incumbents may reapply for the position.
- 27.705 Faculty currently serving in the division coordinator assignments will begin their three-year term effective with the 2001-02 academic year.



COORDINATOR PERFORMANCE EVALUATION

FACULTY: _____ DATE: _____

POSITION: _____

EVALUATING ADMINISTRATOR(S) : _____

Rating Scale:

N/A DOES NOT APPLY to this employee at this time, and/or there has been insufficient opportunity to 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 IS EXPECTED (quality/quantity).

The evaluator shall explain any rating of (1) under the comment section.

COORDINATOR EFFECTIVENESS

| | RATING | | | |
|--|--------------------------|--------------------------|--------------------------|--------------------------|
| | (1) | (2) | (3) | (N/A) |
| 1. Demonstrates skills necessary to perform assigned duties. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Provides clear and concise professional objectives. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Meets deadlines. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Demonstrates fiscal responsibility. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Demonstrates supervising ability. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Organizes necessary programs and activities to increase efficiency and effectiveness. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Willing to assist in the needs of the faculty. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Willing to assist in the needs of the staff. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Willing to assist in the needs of the students. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. Willing to assist the needs of the public. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 11. Demonstrates sensitivity to students from diverse backgrounds. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 12. Demonstrates organizational skills. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 13. Demonstrates problem-solving techniques. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 14. Possesses oral communication skills. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 15. Possesses written communication skills. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 16. Effectively communicates with supervisor. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 17. Demonstrates creativity. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 18. Demonstrates adaptability to flexible work scheduling. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 19. Effectively communicates with staff in other departments. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 20. Works cooperatively with staff in other departments. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 21. Assists in scheduling and staffing needs as necessary. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

RATING
(1) (2) (3) (N/A)

- | | | |
|-----|---|---------|
| 22. | Exercises good judgment in the management and use of facilities, equipment and supplies. | □ □ □ □ |
| 23. | Attends required meetings. | □ □ □ □ |
| 24. | Provides information for the development of the budget and monitors expenditures as needed. | □ □ □ □ |

Overall Coordinator Effectiveness

(An average rating of 1.5 = an average overall rating of 2; 2.5 = 3)

□ □ □ □

COMMENTS BY EVALUATOR
(Attach additional sheets if needed)

RECOMMENDATION

Check one of the choices below.

1. Not recommended for continued employment.

2. Continued employment is questionable and is contingent upon correction of noted inadequacies.
 - ◆ **Any rating lower than (2) in the overall categories must include recommendations for needs improvement (include or attach to evaluation).**

3. Recommended for continued employment.
 - ◆ **Any rating lower than (2) in the overall categories must include recommendations for needs improvement in the evaluation (include or attach to evaluation) and a subsequent evaluation.**
 - ◆ **Any (1) ratings must be addressed in the evaluation.**

COMMENTS BY FACULTY MEMBER

(Attach additional sheets if needed)

DATE: _____ SIGNATURE OF EMPLOYEE _____

DATE: _____ SIGNATURE OF ADMINISTRATOR _____

The above signature of the faculty member indicates that the faculty member has been given a copy of this evaluation and the opportunity to review it. It does not necessarily denote agreement with all factors of the evaluation.



COUNSELOR PERFORMANCE EVALUATION

NAME: _____ DATE: _____

PROGRAM: _____

EVALUATING ADMINISTRATOR(S) : _____

Rating Scale:

N/A DOES NOT APPLY to this employee at this time, and/or there has been insufficient opportunity to 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 IS EXPECTED (quality/quantity).

The evaluator shall explain any rating of (1) under the comment section.

COUNSELOR EFFECTIVENESS
(Based on evaluator observations and student evaluations.)

| | RATING |
|---|-------------------|
| | (1) (2) (3) (N/A) |
| Evaluator Observations | |
| 1. Has knowledge of academic advising requirements and standards. | □ □ □ □ |
| 2. Provides clear and concise information regarding academic requirements. | □ □ □ □ |
| 3. Well prepared for counseling sessions. | □ □ □ □ |
| 4. Has knowledge of career and personal counseling. | □ □ □ □ |
| 5. Meets counseling appointments promptly. | □ □ □ □ |
| 6. Encourages students to ask questions and express opinions. | □ □ □ □ |
| 7. Provides a supportive atmosphere for resolving student personal problems. | □ □ □ □ |
| 8. Supportive and encouraging to students. | □ □ □ □ |
| 9. Willing to assist faculty, staff, and administration. | □ □ □ □ |
| 10. Considerate and focused on student concerns. | □ □ □ □ |
| 11. Motivates students' interest in their educational planning. | □ □ □ □ |
| 12. Assists with student orientation and recruitment. | □ □ □ □ |
| 13. Demonstrates sensitivity to counsel students from diverse backgrounds. | □ □ □ □ |
| 14. Assists as liaison with assigned academic division or special area. | □ □ □ □ |
| 15. Provides outreach services (informational sessions, testing coordination, counseling, etc.) to assigned school or agency. | □ □ □ □ |
| Student Evaluations | |
| 1. Has knowledge of academic advising requirements and standards. | □ □ □ □ |
| 2. Well prepared for counseling sessions. | □ □ □ □ |
| 3. Meets counseling appointments promptly. | □ □ □ □ |
| 4. Encourages students to ask questions and express opinions. | □ □ □ □ |
| 5. Provides a supportive atmosphere for resolving student personal problems. | □ □ □ □ |
| 6. Supportive and encouraging to students. | □ □ □ □ |
| 7. Considerate and focused on student concerns. | □ □ □ □ |
| Overall Counselor Effectiveness | □ □ □ □ |
| (An average rating of 1.5 = an average overall rating of 2; 2.5 = 3) | |

AREA/DEPARTMENTAL RESPONSIBILITIES AND COLLEGE-WIDE SERVICE

- | | RATING |
|--|--------------------------|
| | (1) (2) (3) (N/A) |
| 1. Is knowledgeable about and abides by College, Area and Departmental policies, procedures and timelines/targets. | □ □ □ □ |
| 2. Orders materials, equipment and textbooks, etc., in a timely fashion. | □ □ □ □ |
| 3. Works cooperatively with and assists other staff members (especially new faculty) | □ □ □ □ |
| 4. Provides information for the development of departmental budgets and monitors expenditures as needed. | □ □ □ □ |
| 5. Exercises good judgment in the management and use of facilities, equipment and supplies. | □ □ □ □ |
| 6. Attends division meetings and in-services. | □ □ □ □ |
| 7. Initiates and/or participates in overall department-wide program development, maintenance, evaluation, revision, updating and/or expansion of programs. Examples: _____ _____ | □ □ □ □ |
| 8. Does his/her fair share of Area and Departmental duties and responsibilities. | □ □ □ □ |

Area/Departmental Responsibilities Overall Rating

(An average rating of 1.5 = an average overall rating of 2; 2.5 = 3)

□ □ □ □

College-wide Service (optional-based on self-evaluation)

- | | RATING |
|--|-------------------------|
| | (Yes) (No) (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. | □ □ □ |

PROFESSIONAL DEVELOPMENT AND COMMUNITY SERVICE

(Optional. See attached Self-Evaluation.)

- | | RATING |
|---|-------------------------|
| | (Yes) (No) (N/A) |
| 1. Demonstrates a pattern of academic/professional and/or technical updating or currency. | □ □ □ |
| 2. Contributes to the local communities. | □ □ □ |

COMMENTS OR NARRATIVE BY EVALUATOR

(Classroom visitation and comments)

(Attach additional sheets if needed)

Classroom visitation(s): Date(s) _____ Time observed: _____

Specific class visited:

Comments: (Optional)

Other comments: (Additions here)

RECOMMENDATION

Check one of the choices below.

1. Not recommended for continued employment.
2. Continued employment is questionable and is contingent upon correction of noted inadequacies.
 - ◆ **Any rating lower than (2) in the overall categories must include recommendations for needs improvement (include or attach to evaluation).**
3. Recommended for continued employment.
 - ◆ **Any rating lower than (2) in the overall categories must include recommendations for needs improvement in the evaluation (include or attach to evaluation) and a subsequent evaluation.**
 - ◆ **Any (1) ratings must be addressed in the evaluation.**

COMMENTS BY FACULTY MEMBER

(Attach additional sheets if needed)

NOTE: Attach a copy of student evaluation summary, if appropriate.

DATE: _____ SIGNATURE OF EMPLOYEE _____

DATE: _____ SIGNATURE OF ADMINISTRATOR _____

The above signature of the faculty member indicates that the faculty member has been given a copy of this evaluation and the opportunity to review it. It does not necessarily denote agreement with all factors of the evaluation.



INSTRUCTIONAL FACULTY PERFORMANCE EVALUATION

NAME: _____ DATE: _____

INSTRUCTIONAL PROGRAM OR DISCIPLINE: _____

EVALUATING ADMINISTRATOR(S): _____

Rating Scale:

N/A DOES NOT APPLY to this employee at this time, and/or there has been insufficient opportunity to 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 IS EXPECTED (quality/quantity).

The evaluator shall explain any rating of (1) under the comment section.

TEACHING AND INSTRUCTION EFFECTIVENESS
(Based on evaluator observations and student evaluations)

| | RATING | | | |
|--|--------------------------|--------------------------|--------------------------|--------------------------|
| | (1) | (2) | (3) | (N/A) |
| Evaluator Observations | | | | |
| 1. Plans for and is well prepared to teach. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Provides organized and effective delivery of instruction. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Courteous to and approachable by students. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Demonstrates sensitivity to students from diverse backgrounds. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Able to relate with students and command their respect. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Stimulates student participation. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Instruction is consistent with the stated and approved goals and content of the course. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Shows enthusiasm for the subject matter. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Uses effective motivation to create student desire to learn the subject/skill(s). | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. Makes effective use of teaching aids and materials. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 11. Prepares complete course information sheet. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 12. Updates course contents, methods and materials of instruction as necessary. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 13. Coordinates course contents and methods with established outlines. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 14. Meets and assists students during office hours (for regular faculty and adjunct faculty if they provide office hours). | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Student Evaluations | | | | |
| 1. Plans for and is well prepared to teach. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Courteous to and approachable by students. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Demonstrates sensitivity to students from diverse backgrounds. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Uses standards of student evaluation that are clear, fair and followed consistently throughout the course. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Requires and evaluates levels of student effort sufficient to determine the mastery of the subject or skills in the course. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

RATING
(1) (2) (3) (N/A)

- | | | |
|----|--|---------|
| 6. | Grades and returns student assignments and tests in a reasonable period of time. | □ □ □ □ |
| 7. | 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 average overall rating of 2; 2.5 = 3)

□ □ □ □

AREA/DEPARTMENTAL RESPONSIBILITIES AND COLLEGE-WIDE SERVICE

- | | | |
|----|--|---------|
| 1. | Is knowledgeable about and abides by College, Area and Departmental policies, procedures and timelines/targets. | □ □ □ □ |
| 2. | Orders instructional materials, equipment and textbooks, etc., in a timely fashion. | □ □ □ □ |
| 3. | Works cooperatively with and assists other staff members (especially new faculty). | □ □ □ □ |
| 4. | Provides information for the development of departmental budgets and monitors expenditures as needed. | □ □ □ □ |
| 5. | Exercises good judgment in the management and use of facilities, equipment and supplies. | □ □ □ □ |
| 6. | Attends division meetings and in-services. | □ □ □ □ |
| 7. | Initiates and/or participates in overall department-wide program development, maintenance, evaluation, revision, updating and/or expansion of programs. Examples: _____ | □ □ □ □ |
| 8. | Participates in Area and Departmental duties and responsibilities. | □ □ □ □ |

Area and Departmental Responsibilities Overall Rating

(An average rating of 1.5 = an average overall rating of 2; 2.5 = 3)

□ □ □ □

College-wide Service (optional-based on self-evaluation)

RATING
(Yes) (No) (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. | □ □ □ |

PROFESSIONAL DEVELOPMENT AND COMMUNITY SERVICE

(Optional. See attached Self-Evaluation.)

- | | | |
|----|--|-------|
| 1. | Demonstrates a pattern of academic/professional and/or technical updating or currency. | □ □ □ |
| 2. | Contributes to the local communities. | □ □ □ |

COMMENTS OR NARRATIVE BY EVALUATOR

(Classroom visitation and comments)

(Attach additional sheets if needed)

Classroom visitation(s): Date(s)_____Time observed:_____

Specific class visited:

Comments: (Optional)

Other comments and/or recommendations for needs improvement: (Address **any** "1" Ratings)

RECOMMENDATION

Check one of the choices below.

- 1. Not recommended for continued employment.

- 2. Continued employment is questionable and is contingent upon correction of noted inadequacies.
 - ◆ **Any rating lower than (2) in the overall categories must include recommendations for needs improvement (include or attach to evaluation).**

- 3. Recommended for continued employment.
 - ◆ **Any rating lower than (2) in the overall categories must include recommendations for needs improvement in the evaluation (include or attach to evaluation) and a subsequent evaluation.**
 - ◆ **Any (1) ratings must be addressed in the evaluation.**

COMMENTS BY FACULTY MEMBER

(Attach additional sheets if needed)

NOTE: Attach a copy of student evaluation summary.

DATE: _____ SIGNATURE OF EMPLOYEE _____

DATE: _____ SIGNATURE OF ADMINISTRATOR _____

The above signature of the faculty member indicates that the faculty member has been given a copy of this evaluation and the opportunity to review it. It does not necessarily denote agreement with all factors of the evaluation.



INSTRUCTIONAL FACULTY PERFORMANCE EVALUATION SUPPLEMENTAL FORM

NAME: _____ DATE: _____

INSTRUCTIONAL PROGRAM OR DISCIPLINE: _____

EVALUATING ADMINISTRATOR(S): _____

Rating Scale:

N/A DOES NOT APPLY to this employee at this time, and/or there has been insufficient opportunity to 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 IS EXPECTED (quality/quantity).

The evaluator shall explain any rating of (1) under the comment section.

TEACHING AND INSTRUCTION EFFECTIVENESS
(Based on evaluator observations and student evaluations)

| Evaluator Observations | RATING |
|--|-------------------|
| | (1) (2) (3) (N/A) |
| 1. Plans for and is well prepared to teach. | □ □ □ □ |
| 2. Provides organized and effective delivery of instruction. | □ □ □ □ |
| 3. Courteous to and approachable by students. | □ □ □ □ |
| 4. Demonstrates sensitivity to students from diverse backgrounds. | □ □ □ □ |
| 5. Able to relate with students and command their respect. | □ □ □ □ |
| 6. Stimulates student participation. | □ □ □ □ |
| 7. Instruction is consistent with the stated and approved goals and content of the course. | □ □ □ □ |
| 8. Shows enthusiasm for the subject matter. | □ □ □ □ |
| 9. Uses effective motivation to create student desire to learn the subject/skill(s). | □ □ □ □ |
| 10. Makes effective use of teaching aids and materials. | □ □ □ □ |
| 11. Prepares complete course information sheet. | □ □ □ □ |
| 12. Updates course contents, methods and materials of instruction as necessary . | □ □ □ □ |
| 13. Coordinates course contents and methods with established outlines. | □ □ □ □ |
| 14. Meets and assists students during office hours (for regular faculty and adjunct faculty if they provide office hours). | □ □ □ □ |
| Student Evaluations | |
| 1. Plans for and is well prepared to teach. | □ □ □ □ |
| 2. Courteous to and approachable by students. | □ □ □ □ |
| 3. Demonstrates sensitivity to students from diverse backgrounds. | □ □ □ □ |
| 4. Uses standards of student evaluation that are clear, fair and followed consistently throughout the course. | □ □ □ □ |
| 5. Requires and evaluates levels of student effort sufficient to determine the mastery of the subject or skills in the course. | □ □ □ □ |
| 6. Grades and returns student assignments and tests in a reasonable period of time. | □ □ □ □ |

RATING
(1) (2) (3) (N/A)

7. 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 average overall rating of 2; 2.5 = 3)

AREA/DEPARTMENTAL RESPONSIBILITIES AND COLLEGE-WIDE SERVICE

1. Is knowledgeable about and abides by College, Area and Departmental policies, procedures and timelines/targets.
2. Orders instructional materials, equipment and textbooks, etc., in a timely fashion.
3. Assists in scheduling and staffing functions.
4. Works cooperatively with and assists other staff members (especially new faculty).
5. Provides information for the development of departmental budgets and monitors expenditures.
6. Exercises good judgment in the management and use of facilities, equipment and supplies.
7. Attends division meetings and in-services.
8. Initiates and/or participates in overall department-wide program development, maintenance, evaluation, revision, updating and/or expansion of programs.
Examples: _____
9. Does his/her fair share of Area and Departmental duties and responsibilities.

Area and Departmental Responsibilities Overall Rating

(An average rating of 1.5 = an average overall rating of 2; 2.5 = 3)

College-wide Service (Optional-based on Self-Evaluation)

RATING
(Yes) (No) (N/A)

10. Demonstrates a pattern of service on College committees, projects and/or student organizations.
11. Participates in faculty/college governance.
12. Participates in flexible calendar duty days.

COMMENTS OR NARRATIVE BY EVALUATOR

(Classroom visitation and comments)

(Attach additional sheets if needed)

Classroom visitation(s): Date(s) _____ Time observed: _____

Specific class visited:

Comments: (Optional)

Other comments:

RECOMMENDATION

Check one of the choices below.

1. Not recommended for continued employment.

2. Continued employment is questionable and is contingent upon correction of noted inadequacies.
 - ◆ **Any rating lower than (2) in the overall categories must include recommendations for needs improvement (include or attach to evaluation).**

3. Recommended for continued employment.
 - ◆ **Any rating lower than (2) in the overall categories must include recommendations for needs improvement in the evaluation (include or attach to evaluation) and a subsequent evaluation.**
 - ◆ **Any (1) ratings must be addressed in the evaluation.**

COMMENTS BY FACULTY MEMBER

(Attach additional sheets if needed)

NOTE: Attach student evaluation summary if counselor also teaches.

DATE: _____ SIGNATURE OF EMPLOYEE _____

DATE: _____ SIGNATURE OF ADMINISTRATOR _____

The above signature of the faculty member indicates that the faculty member has been given a copy of this evaluation and the opportunity to review it. It does not necessarily denote agreement with all factors of the evaluation.

LIBRARIAN PERFORMANCE EVALUATION

FACULTY: _____ DATE: _____

POSITION: _____

EVALUATING ADMINISTRATOR(S) : _____

Rating Scale:

- N/A DOES NOT APPLY to this employee at this time, and/or there has been insufficient opportunity to 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 IS EXPECTED (quality/quantity).

The evaluator shall explain any rating of (1) under the comment section.

LIBRARIAN EFFECTIVENESS

| | RATING (1) (2) (3) (N/A) |
|--|---|
| 1. Instructs and guides students in their informational needs: ready reference or directional information. | □ □ □ □ |
| 2. Instructs and guides students in their informational needs: technical or research assistance. | □ □ □ □ |
| 3. Assists the staff/faculty in their information needs. | □ □ □ □ |
| 4. Demonstrates skills to perform assigned duties. | □ □ □ □ |
| 5. Courteous and approachable by students and staff. | □ □ □ □ |
| 6. Demonstrates sensitivity to students from diverse backgrounds. | □ □ □ □ |
| 7. Advises library technicians of resources needed to assist students with assignments. | □ □ □ □ |
| 8. Gives orientations for classes as requested by instructors. | □ □ □ □ |
| 9. Gives library orientations to others as needed. | □ □ □ □ |
| 10. Instructs library staff in using printed and non-print reference resources. | □ □ □ □ |
| 11. Maintains a positive learning environment in the library. | □ □ □ □ |
| 12. Provides professional backup/support to solve problems. | □ □ □ □ |
| 13. Selects appropriate and useful materials (books, periodicals, media, pamphlets, etc.) for purchase. | □ □ □ □ |
| 14. Demonstrates use of library resources. | □ □ □ □ |
| 15. Possesses written communication skills. | □ □ □ □ |
| 16. Possesses oral communication skills. | □ □ □ □ |
| 17. Communicates with supervisor. | □ □ □ □ |
| 18. Completes and compiles library reference statistics and reports accurately and on schedule. | □ □ □ □ |
| Overall Librarian Effectiveness | □ □ □ □ |
| (An average rating of 1.5 = an average overall rating of 2; 2.5 = 3) | |

AREA/DEPARTMENTAL RESPONSIBILITIES AND COLLEGE-WIDE SERVICE

RATING
(1) (2) (3) (N/A)

- | | | |
|----|--|---------|
| 1. | Is knowledgeable about and abides by College, Area and Departmental policies, procedures and timelines/targets. | □ □ □ □ |
| 2. | Orders instructional materials, equipment and textbooks, etc., in a timely fashion. | □ □ □ □ |
| 3. | Assists in scheduling and staffing functions as needed. | □ □ □ □ |
| 4. | Works cooperatively with and assists other staff members (especially new faculty). | □ □ □ □ |
| 5. | Provides information for the development of departmental budgets and monitors expenditures as needed. | □ □ □ □ |
| 6. | Exercises good judgment in the management and use of facilities, equipment and supplies. | □ □ □ □ |
| 7. | Attends division meetings and in-services. | □ □ □ □ |
| 8. | Initiates and/or participates in overall department-wide program development, maintenance, evaluation, revision, updating and/or expansion of programs. Examples: _____ | □ □ □ □ |
| 9. | Participates in Area and Departmental duties and responsibilities. | □ □ □ □ |

Area/Departmental Responsibilities and College-Wide Service Overall Rating □ □ □ □
(An average rating of 1.5 = an average overall rating of 2; 2.5 = 3)

College-wide Service (optional – based on self-evaluation)

RATING
(Yes) (No) (N/A)

- | | | |
|-----|---|-------|
| 10. | Demonstrates a pattern of service on College committees, projects and/or student organizations. | □ □ □ |
| 11. | Participates in faculty/college governance. | □ □ □ |
| 12. | Participates in flexible calendar duty days. | □ □ □ |

PROFESSIONAL DEVELOPMENT AND COMMUNITY SERVICE

(Optional. See attached Self-Evaluation.)

- | | | |
|----|--|-------|
| 1. | Demonstrates a pattern of academic/professional and/or technical updating or currency. | □ □ □ |
| 2. | Contributes to the local communities. | □ □ □ |

COMMENTS OR NARRATIVE BY EVALUATOR

(Attach additional sheets if needed)

RECOMMENDATION

Check one of the choices below.

1. Not recommended for continued employment.
2. Continued employment is questionable and is contingent upon correction of noted inadequacies.
 - ◆ **Any rating lower than (2) in the overall categories must include recommendations for needs improvement (include or attach to evaluation).**
3. Recommended for continued employment.
 - ◆ **Any rating lower than (2) in the overall categories must include an improvement plan and a subsequent evaluation.**
 - ◆ **Any (1) ratings must be addressed in the evaluation.**

COMMENTS BY FACULTY MEMBER

(Attach additional sheets if needed)

NOTE: Complete and attach Instructional Performance Supplemental Evaluation Form if appropriate.

DATE: _____ SIGNATURE OF EMPLOYEE _____

DATE: _____ SIGNATURE OF ADMINISTRATOR _____

The above signature of the faculty member indicates that the faculty member has been given a copy of this evaluation and the opportunity to review it. It does not necessarily denote agreement with all factors of the evaluation.

PEER PERFORMANCE EVALUATION

The faculty member may choose to have a peer evaluation. The peer evaluator will be mutually agreed upon by the faculty member and the dean.

NAME: _____ **DATE:** _____
INSTRUCTIONAL PROGRAM OR DISCIPLINE: _____
EVALUATING PEER: _____

Rating Scale:

- N/A DOES NOT APPLY to this employee at this time, and/or there has been insufficient opportunity to 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 IS EXPECTED (quality/quantity).

The evaluator shall explain any rating of (1) under the comment section.

TEACHING AND INSTRUCTION EFFECTIVENESS
(Based on peer observations)

| | RATING |
|--|--------------------------|
| | (1) (2) (3) (N/A) |
| 1. Plans for and is well prepared to teach. | □ □ □ □ |
| 2. Provides organized and effective delivery of instruction. | □ □ □ □ |
| 3. Courteous to and approachable by students. | □ □ □ □ |
| 4. Demonstrates sensitivity to students from diverse backgrounds. | □ □ □ □ |
| 5. Able to relate with students and command their respect. | □ □ □ □ |
| 6. Stimulates student participation. | □ □ □ □ |
| 7. Instruction is consistent with the stated and approved goals and content of the course. | □ □ □ □ |
| 8. Shows enthusiasm for the subject matter. | □ □ □ □ |
| 9. Uses effective motivation to create student desire to learn the subject/skill(s). | □ □ □ □ |
| 10. Makes effective use of teaching aids and materials. | □ □ □ □ |
| Overall Teaching and Instruction Effectiveness | □ □ □ □ |
| (An average rating of 1.5 = an overall rating of 2; 2.5 = 3) | |

COMMENTS OR NARRATIVE BY EVALUATOR

(Classroom visitation and comments)

(Attach additional sheets if needed)

Classroom visitation(s): Date(s) _____ Time observed: _____

Specific class visited:

Comments: (Optional)

Other comments:

DATE: _____ SIGNATURE OF EVALUATOR _____

An "X" indicates this peer evaluation will be included in the formal evaluation.

DATE: _____ SIGNATURE OF FACULTY MEMBER _____

The above signature of the faculty member indicates that the faculty member has been given a copy of this evaluation and the opportunity to review it. It does not necessarily denote agreement with all factors of the evaluation.



FACULTY SELF EVALUATION (Optional)

NAME: _____ DATE: _____

TERM: _____ AREA: _____ DEPARTMENT: _____

CURRENT ASSIGNMENT/EDUCATIONAL PROGRAM AREA: _____

1. Please list your accomplishments and contributions to teaching and your respective program area, professional growth and currency, area and departmental contributions and service to the college as a whole. Community service, though optional, may be commented upon at your discretion.
2. Complete and submit to your immediate supervisor to be included in your evaluation.

I. ACCOMPLISHMENTS AND CONTRIBUTIONS RELATED TO FACULTY ASSIGNMENT(S)

II. PROFESSIONAL DEVELOPMENT: List or describe activities which demonstrate a pattern of academic, professional and/or technical updating and currency in your teaching field, i.e., courses taken (include dates), conferences, professional awards, staff development activities, visitations to other educational institutions, agencies or organizations, self-directed study, upgrading, etc.

- III. 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.

VI. OTHER INFORMATION: Please provide any other information you feel is relevant to a balanced and comprehensive evaluation of your performance and contributions to teaching and to the college district as a whole, i.e., unique situations, mitigating factors, etc.

Employee's Signature _____ Date _____

APPENDIX II

GUIDELINES FOR ADMINISTERING STUDENT EVALUATION OF INSTRUCTOR

PURPOSE

The purpose of evaluation is to maintain and improve the quality of instruction. Evaluation is an ongoing process which focuses on the professional performance of the instructor. Direct supervisorial evaluation and student evaluations are required components (CTA Contract Article 4) of the evaluation process; however, peer and self-evaluation may be included at the discretion of the instructor (CTA Contract Article 4).

PROCEDURES FOR ADMINISTERING THE SURVEY

The survey shall be given at a time between one third and two thirds into the semester. It is the mutual responsibility of the instructor and the division Dean to select the classes that will be surveyed (CTA Contract Article 4). The date and time to administer the survey shall then be determined by the instructor.

The division Dean shall provide a packet including the survey and the answer sheets. In order to insure the privacy of the results of the survey, the answer sheets will be coded so that only the division Dean will be able to identify the instructor and the course to which the sheets belong.

Divisions may add items to the evaluation form in order to include specific questions that relate to those divisions. Items 31-35 will be developed by instructors within divisions and approved by a majority of division members. Divisions may wish to develop a bank of approved questions from which instructors may choose a maximum of five.

The instructor shall designate a student from her/his class to administer the survey. While the survey is given, the instructor will leave the room. The student will read a standard statement of the class and will give the questionnaires to the students. After the survey has been completed, the answer sheets will be placed in an envelope which will then be sealed. There will be a special box on campus in which the designated student will deposit the envelope. From this box, the envelope will go to the Assessment Center. With off-campus classes, the student will collect the answer sheets and mail them directly to the Assessment Center on the same evening.

After the answer sheets have been tabulated by the Assessment Center staff, they are returned to the immediate supervisor. A typewritten copy of the student's comments and the results of the survey will be given to the instructor and the originals will be maintained by the division Dean for a period no longer than three years.

2/20/85—Updated 2/2002

SOLANO COMMUNITY COLLEGE
DIRECTIONS FOR STUDENT ADMINISTRATION OF SURVEY

Thank you for your assistance in administering the survey.

Please do the following:

1. Write the 6-digit evaluation code on the board. This number is to be written on the upper right 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 instructor's name on the answer sheet."
4. 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.
6. For on-campus classes, 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.

Revised 10/22/86
ELM:cc

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.

1. 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.
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.
12. 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.
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 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
23. 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
24. 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
26. 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 - 45 (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
30. 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
- 31.
- 32.
- 33.
- 34.
- 35.

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 Office.

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 all | | | Moderately | | | Extremely |
| effective | | | effective | | | effective |

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 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 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.

SLD/zg-2/20/02

| SOLANO COMMUNITY COLLEGE | | | | |
|--|--------------------|--------------------------|-------------------------------|--|
| 2005-06 REGULAR FACULTY SALARY SCHEDULE - ACADEMIC TRACK | | | | |
| For advancement on salary scale (Class to Class), See Article 20 Credit for lower division coursework requires prior approval by Class Advancement Committee | | | | |
| STEP | INITIAL CLASS 1 | BA + 24 MA CLASS 2 | BA + 48 MA + 24 CLASS 3 | BA + 72 MA + 48 DOCTORATE CLASS 4 |
| 1 | 40,089 | 43,567 | 47,045 | 50,523 |
| 2 | 41,831 | 45,309 | 48,787 | 52,265 |
| 3 | 43,573 | 47,051 | 50,529 | 54,007 |
| 4 | 45,315 | 48,793 | 52,271 | 55,749 |
| 5 | 47,057 | 50,535 | 54,013 | 57,491 |
| 6 | 48,799 | 52,277 | 55,755 | 59,233 |
| 7 | 50,541 | 54,019 | 57,497 | 60,975 |
| 8 | 52,283 | 55,761 | 59,239 | 62,717 |
| 9 | 54,025 | 57,503 | 60,981 | 64,459 |
| 10 | 55,767 | 59,245 | 62,723 | 66,201 |
| 11 | 57,509 | 60,987 | 64,465 | 67,943 |
| 12 | | 62,729 | 66,207 | 69,685 |
| 13 | | | 67,949 | 71,427 |
| 14 | | | | 73,169 |
| 15 | | | | 74,911 |
| 16 | | | | 77,708 |

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

* Earned doctorate: \$2,400 annual stipend

* Longevity: \$1,500 at beginning of 20th year of service to SCC
\$3,000 at beginning of 25th year of service to SCC
\$4,000 at beginning of 30th year of service to SCC

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

* Salary is based on 175 workdays; additional workdays are paid on a daily basis.

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

* Work year: Instructors - 175 workdays; Counselors - 185 workdays;
Enabler - 190 workdays

* Step Differentials:

| | | |
|-------------|----|----------|
| Steps 1-15 | \$ | 1,742.00 |
| Steps 15-16 | \$ | 2,797.00 |

* Class Differential: \$ 3,478.00

Board Approved: 2/15/06
Effective 8/1/05
4.23% increase

123

Regular Faculty - Vocational Track Placement

Vocational instructors who select the vocational placement shall be placed on the adjunct 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 Director of Human Resources. Teaching, counseling and librarian experience and appropriate occupational experience may be combined for maximum salary schedule placement of Step 10.

Class 1
 CC Instructor/Partial
 High school diploma
 6 years of occupational experience

Class 2 (qualify in one of the following)

AA degree
 6 years of professional experience
 Certification/licensure if applicable

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

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

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

CC Instructor/Partial
 BA degree
 2 years of occupational experience

Long-Term Vocational Class A
 Credential

Standard Designated Subjects/
 Life Credential
 8 semester units

Class 3 (qualify in one of the following)

AA degree
 6 years of professional experience
 Certification/licensure if applicable
 Phase I and II

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

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

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

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

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

Class 4 (qualify in one of the following)

BA degree plus 15 semester units of upper
 division/graduate level courses
 2 years of professional experience
 Certification/licensure if applicable
 Phase I and II

MA degree
 2 years of occupational experience

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

Standard Designated Subjects or
 Vocational Class A Life Credentials
 BA degree plus 15 semester units.

**SOLANO COMMUNITY COLLEGE DISTRICT
ADJUNCT FACULTY SALARY SCHEDULE
2005-06 SCHOOL YEAR**

| STEP | INITIAL CLASS 1 | MA BA + 24 CLASS 2 | MA + 24 BA + 48 CLASS 3 | MA + 48 BA + 72 CLASS 4 | EARNED DOCTORATE CLASS 5* |
|-------------|----------------------------|-----------------------------------|--|--|--|
| 1 | 42.06 | 44.91 | 47.68 | 50.44 | 53.98 |
| 2 | 43.93 | 46.83 | 49.58 | 52.33 | 56.00 |
| 3 | 45.82 | 48.63 | 51.41 | 54.27 | 58.07 |
| 4 | 47.71 | 50.57 | 53.35 | 56.14 | 60.07 |
| 5 | 49.62 | 52.46 | 55.21 | 58.07 | 62.14 |

* CLASS 5 is based on 7 percent of CLASS 4.

INITIAL PLACEMENT: (See Article 20 of the CCA/CTA Collective Bargaining Agreement for detailed and specific placement information.)

- * Class placement (academic or vocational) is determined at the time of initial employment.
- * Faculty serving under a limited service credential shall be placed in CLASS 1 and are not eligible to advance to other classes unless they meet the minimum qualification requirements or possess an Instructor Credential.
- * Academic placement is determined by the semester units noted above and the vocational placement is based on the reverse page of this document.
- * Units are in terms of upper division/graduate semester units with a grade of "C" or better. Quarter units are multiplied by 2/3 to determine semester equivalent.
- * Lower division courses closely related to the employee's teaching field may be approved for initial salary placement upon written request to the Vice President of Academic Affairs. Employees are responsible for pursuing this option.
- * Please refer to Article 20, Experience Credit for Adjunct Faculty - Academic Track & Placement.
- * Please refer to Article 20, Experience Credit for Adjunct Faculty - Vocational Track Placement.
- * All transcripts and written verifications of experience must be submitted to Human Resources within three (3) months of date of hire for initial placement on the salary schedule.

SALARY ADVANCEMENT: (See Article 20 of the CCA/CTA Collective Bargaining Agreement for detailed and specific advancement information.)

- * Advancement to a higher class is available. Faculty members who file verifying transcripts in Human Resources no later than October 1 will advance on the salary schedule retroactive to the first day of employment in the current academic year. Coursework must have been completed by the start of the academic year in which the salary advancement becomes effective.
- * Lower division courses taken after initial employment require prior approval by the Class Advancement Committee. Contact the Human Resources Office for the appropriate forms.
- * Concurrent service in the day and continuing education and summer session programs shall be counted as one period of service with a maximum of one year experience credit granted per academic year.
- * A full year of service shall be the equivalent of two semesters or summer sessions with a minimum of the following:
INSTRUCTORS: two semesters of three (3) credit units or 48 hours for lab instruction per semester.
COUNSELORS: two semesters of six (6) hours per week per semester.
LIBRARIANS: two semesters of seven (7) hours per week per semester.

Board Adopted: 2/15/06
Effective 8/1/05
4.23% Increase

Regular Faculty - Vocational Track Placement

Vocational instructors who select the vocational placement shall be placed on the adjunct 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 Director of Human Resources. Teaching, counseling and librarian experience and appropriate occupational experience may be combined for maximum salary schedule placement of Step 10.

Class 1
 CC Instructor/Partial
 High school diploma
 6 years of occupational experience

Class 2 (qualify in one of the following)

AA degree
 6 years of professional experience
 Certification/licensure if applicable

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

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

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

CC Instructor/Partial
 BA degree
 2 years of occupational experience

Long-Term Vocational Class A
 Credential

Standard Designated Subjects/
 Life Credential
 8 semester units

Class 3 (qualify in one of the following)

AA degree
 6 years of professional experience
 Certification/licensure if applicable
 Phase I and II

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

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

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

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

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

Class 4 (qualify in one of the following)

BA degree plus 15 semester units of upper
 division/graduate level courses
 2 years of professional experience
 Certification/licensure if applicable
 Phase I and II

MA degree
 2 years of occupational experience

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

Standard Designated Subjects or
 Vocational Class A Life Credentials
 BA degree plus 15 semester units.



CTA GRIEVANCE FORM

| |
|---|
| <p>APPENDIX V PERSONNEL OFFICE Date/Time Stamp CTA signature #1 required before time stamped</p> |
|---|

1. _____
(President of CTA or CTA Grievance Chair's
Signature

2. _____
Employee's Name & Position
(Instructor/Counselor/CTA Rep/etc.)

3. Date of Alleged Grievance _____

4. Job Site _____

5. Statement of facts giving rise to the grievance, specific article(s) and section(s) of the Contract alleged to be violated, misapplied or misinterpreted.

6. Informal meeting: (Briefly explain when meeting was held and what occurred.)

7. Remedy sought.

LEVEL 1--Date presented to the immediate supervisor: _____
(Written response due within ten calendar instructional days)

Immediate Supervisor's signature

Date

*After Level 1 response, the supervisor will distribute copies as follows:
Immediate Supervisor; CTA President or Grievance Chair; Originator; Personnel Office*

CTA GRIEVANCE FORM

Solano Community College

Page 2

Employee's Name & Position _____
(Instructor/Counselor/CTA Rep/etc.)

Date of Alleged Grievance _____

Job Site _____

Background Information:

Date Grievance presented for Resolution _____

Date of Response from Immediate Supervisor _____

ATTACH A COPY OF LEVEL 1 GRIEVANCE AND RESPONSE

LEVEL 2--Date presented to Superintendent/President: _____
(Written response due within ten calendar instructional days)

Superintendent/President or designee's signature

Date

*After Level 2 response, the Superintendent/President or designee will distribute copies as follows:
Originator; CTA President or Grievance Chair; Supervisor; Personnel Office*

[] The Association appeals the Level 2 decision and hereby submits the grievance to binding arbitration.

LEVEL 3--Date referred to binding arbitration:
(Submit to Superintendent/President within fifteen days)

CTA President's signature

Date

After Level 3 response, the CTA President will forward the original copy to the Superintendent/President or designee and make and forward a copy to the Personnel Office.

APPENDIX VI

SOLANO COMMUNITY COLLEGE ACADEMIC CALENDAR

SUMMER 2004

| | |
|-----------|-------------------------------------|
| June 21 | Classes Begin |
| July 5 | Holiday (Independence Day Observed) |
| July 29 | 6-Week Session Ends |
| August 12 | 8-Week Session Ends |

SUMMER 2005

| | |
|-----------|----------------------------|
| June 20 | Classes Begin |
| July 4 | Holiday (Independence Day) |
| July 28 | 6-Week Session Ends |
| August 11 | 8-Week Session Ends |

FALL 2004

| | |
|----------------|--------------------------------|
| August 18 | Flex-Cal (Optional) |
| August 19 | Flex-Cal (Optional) |
| August 20 | Flex-Cal (Required) |
| August 23 | Fall Classes Begin |
| August 28 | Saturday Classes Begin |
| September 4 | No Saturday Classes |
| September 6 | Holiday (Labor Day) |
| October 5 | Flex-Cal (Required) |
| November 11 | Holiday (Veteran's Day) |
| November 24 | No Classes (Flex-Cal Optional) |
| November 25-26 | Holiday (Thanksgiving) |
| November 27 | No Saturday Classes |
| December 22 | End of Fall Semester |
| December 22 | Grades Due |

FALL 2005

| | |
|----------------|--------------------------------|
| August 16 | Flex-Cal (Optional) |
| August 17 | Flex-Cal (Optional) |
| August 18 | Flex-Cal (Required) |
| August 19 | Flex-Cal (Required) |
| August 22 | Fall Classes Begin |
| August 27 | Saturday Classes Begin |
| September 3 | No Saturday Classes |
| September 5 | Holiday (Labor Day) |
| November 11 | Holiday (Veteran's Day) |
| November 23 | No Classes (Flex-Cal Optional) |
| November 24-25 | Holiday (Thanksgiving) |
| November 26 | No Saturday Classes |
| December 20 | End of Fall Semester |
| December 20 | Grades Due |

SPRING 2005

| | |
|-------------------|---------------------------------------|
| January 12 | Flex-Cal (Optional) |
| January 13 | Flex Cal (Optional) |
| January 14 | Flex Cal (Optional) |
| January 17 | Holiday (Martin Luther King) |
| January 18 | Flex-Cal (Required) |
| January 19 | Spring Classes Begin |
| January 22 | Saturday Classes Begin |
| February 18 | Holiday (Lincoln's Birthday observed) |
| February 19 | No Saturday Classes |
| February 21 | Holiday (President's Day) |
| March 28- April 1 | Spring Break |
| April 2 | No Saturday Classes |
| April 20 | No Classes/Flex-Cal (Required) |
| May 25 | End of Spring Semester |
| May 25 | Grades Due |
| May 30 | Holiday (Memorial Day) |

SPRING 2006

| | |
|-------------|---------------------------------------|
| January 11 | Flex-Cal (Optional) |
| January 12 | Flex-Cal (Optional) |
| January 13 | Flex-Cal (Optional) |
| January 16 | Holiday (Martin Luther King) |
| January 17 | Flex-Cal (Required) |
| January 18 | Spring Classes Begin |
| January 21 | Saturday Classes Begin |
| February 17 | Holiday (Lincoln's Birthday observed) |
| February 18 | No Saturday Classes |
| February 20 | Holiday (President's Day) |
| March 16 | No Classes/Flex-Cal (Required) |
| April 10-14 | Spring Break |
| April 15 | No Saturday Classes |
| May 24 | End of Spring Semester |
| May 24 | Grades Due |
| May 29 | Holiday (Memorial Day) |

(For informational purposes only)

2001-02 Released assignments

Tenure-track assignments:

**Fire Technology Instructor/Coordinator
Criminal Justice Instructor/Coordinator
Cal Works Counselor/Coordinator
Children's Programs Instructor/Coordinator**

District-wide assignments:

**Staff/Faculty Technology Training Coordinator *
On-line Courses Coordinator*
Ethnic Studies Coordinator
Vacaville Center Coordinator
Vallejo Center Coordinator**

***Created with a term**

Division assignments:

**Fine and Applied Arts and Behavioral Sciences
Humanities
Reading/Writing Lab
Networking Lab**

DISTRICTWIDE HEALTH COST CONTAINMENT COMMITTEE

As part of the on-going negotiation process, the parties agree to establish and participate in a committee containing representatives from management and each of the three exclusive bargaining units. The committee shall be formed and begin operation immediately. The committee shall report to the respective bargaining teams and shall submit a report to the Governing Board not later than April 19, 2006. The purpose of the committee shall be to review benefit coverage and explore various aspects of cost containment, including but not limited to:

- Make recommendations regarding modification of various health and welfare plans by adding cost containments such as deductibles and co-payments, and
- Make recommendations regarding cost sharing, premium increases, changes in providers and/or third party administrators and/or insurance companies, and
- Apply a concerted effort to lower employer costs for health and welfare plans while considering the effect on employees thereby providing the availability for savings to be used for other financial needs in the District such as employee salaries, and
- Research ways for adjunct faculty to obtain health benefits.

The committee will be comprised of nine members. Two members will be selected from each of the four constituent groups: CTA, CSEA, Local 39 and the Administration. In addition, the Board of Trustees will appoint one Board member to the committee. Each constituent group shall select its own representatives.

The committee shall determine its operating procedures.

The committee will appoint two (2) co-chairs from two (2) different constituent groups. For any motion and/or proposal to be adopted by the committee a quorum of not less than five (5) members must be present at a properly authorized and noticed meeting upon which at least five (5) votes are cast in favor of passage of the matter. The committee shall have the authority to:

1. Review the current health benefit plan and recommend any changes to the current program necessary to contain costs.
2. Evaluate and recommend alternative benefit plan provider(s).
3. Review and make recommendations regarding communications to faculty and staff regarding the health benefits program and their use of health care services.
4. Review and make recommendations regarding benefit booklets, descriptive literature and enrollment forms.

The committee may meet as frequently as deemed appropriate and shall make both majority and

minority reports to the leadership of each constituent group and to the Board regarding its considerations and recommendations.

Board approved: 2/15/06

As part of the on-going negotiation process, the parties agree to defer the following items to joint faculty and management committees:

Proposed structure for each of the three committees:

- a. Equal representation (3) from each group (Association and District). Right of appointment remains with respective groups.
- b. Committees will meet beginning in the Spring semester, 2006.
- c. Regular progress reports from the committee shall be given to the respective bargaining teams.
- d. A final recommendation from the committee shall be presented to the respective negotiation teams prior to May 19, 2006.

1. Evaluations Committee:

- a. Peer Review
- b. Faculty self-evaluation
- c. On-line/distance education faculty

2. Workload Committee:

- a. Adjunct load calculations
- b. Class size

3. Adjunct Parity Definition Committee

Board approved: 2/15/06

**SIDEBAR AGREEMENT
STATE BOARD OF NURSING**

The District and the Association agree to reopen any sections of this agreement needed to address the non-compliance issues as directed by the State Board of Nursing.

**Solano Community College
District**

**Solano College Chapter
CCA/CTA/NEA**

Barbara Jones
President, Governing Board

Date

Esther Pryor
President

Date

Stan R. Arterberry
Superintendent/President

Date

Laurie Duesing
Chief Negotiator

Date

Sandra L. Dillon
Chief Negotiator/
Director of Human Resources

Date

**SIDEBAR AGREEMENT
DISSEMINATION OF FUNDS ALLOCATED FOR
ADJUNCT AND OVERLOAD FACULTY (NEW 8-7-02)**

Background: The 2001-02 State budget provided \$419,195 to be paid to adjunct faculty.

Dissemination of the funds: Adjunct and overload faculty who provided paid services from August 15, 2001 through June 30, 2002 including payments earned in the 2002 summer school will receive a one-time, off-the-schedule payment on September 30, 2002. The amount of the payment will be determined as follows: the sum of applicable salaries and statutory benefits is divided into \$419,195 to derive a percentage. This percentage is then applied to the sum of each payee's applicable salary to determine the individual salary amounts to be paid. These salaries plus the statutory benefits will not exceed \$419,195.

2002-03: If the State provides one-time or on-going funds for adjunct faculty in 2002-03, the District and the Association will negotiate the issue of parity.

**SOLANO COMMUNITY COLLEGE
DISTRICT**

**SOLANO COLLEGE CHAPTER
CCA/CTA/NEA**

Barbara Jones
President, Governing Board

Date

Esther Pryor
President

Date

Armond Phillips
Interim, Superintendent/President

Date

Laurie Duesing
Chief Negotiator

Date

Sandra L. Dillon
Chief Negotiator/Director of Human Resources

Date

