

Collective Bargaining Contract

Between

Solano Community College District

And

The Solano College Chapter of CCA/CTA/NEA



July 1, 2023

to

June 30, 2026

Governing Board Adopted: June 21, 2023

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DURATION / REOPENERS

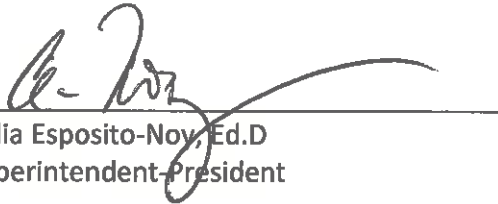
This agreement shall be effective in full force and effect from July 1, 2023, to June 30, 2026

Signed and entered this _____ day of _____ 2023 (Governing Board action June 21, 2023)

SOLANO COMMUNITY COLLEGE DISTRICT



Denis Honeychurch, J.D.
President, Governing Board



Celia Esposito-Noy, Ed.D
Superintendent-President

SOLANO COLLEGE CHAPTER CCA / CTA / NEA



Erin Farmer
President



Karen Cook
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:** Every semester, the District shall furnish the Association with a faculty list by the end of the third week after the census date.

ARTICLE 2

NEGOTIATION PROCEDURES

- 2.1 Released Time:** Members of the Association's bargaining team shall be released from their assigned duties to attend negotiating sessions without loss of compensation. Should the legislature allocate funds for reimbursement for released time for planning for negotiating sessions, members of the Association bargaining team shall be released from their assigned duties to plan for negotiation sessions. Substitutes shall be paid at District expense.
- 2.2 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 24. 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 Meetings:** Either party may cancel a scheduled meeting for cause and with 25.-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.

ARTICLE 3

NON-DISCRIMINATION

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

ARTICLE 4

Performance Review

4.1 Introduction:

The primary goal of faculty performance review is to improve the quality of the educational program. The process should promote professionalism, encourage reflection, enhance performance, and yield a genuinely useful and substantive assessment of performance. To achieve this goal, it is necessary to identify, recognize and nurture excellence; to identify standard performance; to encourage regular and substantive faculty student interaction; and to indicate areas where improvement is necessary or desirable. While formal performance review as described in this article occurs on a cyclical basis, informal review by colleagues and supervisors occurs on a continuous basis, and, as such, communication should also be continuous. All matters relating to the performance review process are of a confidential nature and members of the review team have the responsibility of maintaining this confidentiality. The faculty member being reviewed, however, is encouraged to utilize all available college and District resources in responding to any performance team recommendations, including working with an Academic Senate-appointed mentor.

Authorization:

Education Code §87660 et seq. set forth the requirements for the evaluation of faculty. The legislative intent, as stated in AB 1725, provides that a faculty member's students, administrators, and peers should all contribute to the performance review, but the faculty should play a central role in the performance review process and, together with appropriate administrators, assume principal responsibility for the effectiveness of the process.

4.2 Performance Review Procedures:

4.2.1 Contract Faculty: Each contract (tenure-track) faculty employee shall be evaluated in writing in their first semester of employment, and at least once each year during the four-year probationary period, by a team consisting of the immediate supervisor and two peers, following the process and timeline outlined in section 4.5 of this article. A follow-up performance review may occur in the subsequent semester if recommended by the team.

4.2.2 Tenured Faculty: Every regular (tenured) faculty employee shall be evaluated in writing at least once every three years, by a team consisting of the immediate supervisor and two peers, following the process and timeline outlined in section 4.5 of this article. The performance review shall take place no later than the end of the academic year in which the review is due. A follow-up review may occur within the next two semesters if recommended by the team.

4.2.3 Adjunct Faculty: Each adjunct faculty employee shall be evaluated in writing each semester for the first two semesters of employment over a three-year period, and at least once every six semesters of employment, thereafter, following the process and timeline outlined in section 4.5 of this article. If the initial employment period does not include two semesters of employment over the first three years of employment, the performance review cycle shall revert to the initial requirement of the first two semesters over a three-year period. A follow-up review may occur within the next semester following any regularly scheduled performance review if recommended by the team.

4.2.4 Categorically Funded Faculty Performance Review: Performance review of categorically-funded, full-time, non-tenure-track faculty will follow the patterns for tenure-track faculty for the first four (4) years, except that there will be no recommendation for tenure in the fourth year. After the first four (4) years, the categorically funded faculty performance review will follow the review processes of the tenured faculty.

4.2.5 Temporary Full-Time Faculty: A full-time temporary faculty employee must be evaluated in writing in the first semester in which he/she is employed, following the process and timeline detailed below in article 4.5.

4.2.6 Retrained / Reassigned / Transferred Faculty: For tenured faculty who are reassigned to teach in a discipline other than the one for which they were initially hired, a special performance review in the new discipline will be conducted by their new dean and peers during the first semester of this new assignment. Forms and procedures for the review will be the same as those already in place.

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 coordination, refer to the evaluation areas for the specific assignment. See specific criteria below.

4.3.1 Teaching and Instructional Effectiveness – this area is required for all faculty who teach.

4.3.2 Area / Department Responsibilities and College-Wide Service

4.3.3 Professional Development

4.4 Standards and Criteria for Performance Review:

4.4.1 Professional Responsibilities - Classroom Faculty

Teaching Skills and Learning Environment

1. Communicates clearly, and effectively with students and other members of the college community, both in-person and digitally.
2. Adheres to the approved course outline and effectively assesses the student learning outcomes as stated in the approved course outline.
3. Employs a variety of successful pedagogical approaches to learning.
4. Provides clear course information, assignments, grading criteria, expected turnaround time and directives to students, including an introduction to the class.
5. Interacts with students and colleagues across employee groups respectfully, positively, and constructively.
6. Promotes an inclusive classroom or workplace environment that is free from harassment, prejudice, or discrimination.

Instructional Organization and Planning

7. Provides for each student a current course syllabus consistent with the approved course outline for each course taught (a copy of which will be maintained each year in the area/division office) and provides a copy to the appropriate administrator by the end of the second week of the term for 16-week classes and end of first week for 8-week classes.

8. Provides students with timely grading on assignments/assessments. Informs students of grades/academic status on a regular basis.
9. Maintains required office hours (may not be applicable to adjunct faculty); makes oneself available to students; meets classes as assigned.
10. Meets obligations on time; e.g., grades, requisitions, schedules, textbook orders, rosters, syllabi, SLOs.

Professional Growth and Currency

11. Maintains current knowledge of field in performance of assignment. Demonstrates evidence of preparation in area of assignment.
12. Demonstrates knowledge and application of appropriate teaching tools and resources, including current trends and technology.
13. Demonstrates evidence of participation in professional growth and development activities.

College-wide Participation and Collegiality

14. Demonstrates evidence of participation in college service activities (not required for adjunct faculty). Flex activities meet a contractual obligation and are not considered college service.
15. Effectively plans, implements, promotes, evaluates, and accepts feedback on department programs and services.
16. Participates in peer review process and serves on peer review committees when requested (not required for adjunct faculty).
17. Provides students with information about their level of achievement and progress in class throughout the term of the course.

4.4.2 Professional Responsibilities – Counselors

The following criteria are intended for counselors:

1. Communicates clearly and effectively with students and other members of the college community, both in-person and digitally.
2. Adjusts counseling approaches to meet the diverse needs of students.
3. Provides clear information and guidance to students.
4. Promotes an inclusive environment that is free from harassment, prejudice, or discrimination.
5. Is approachable by students and helps them to feel comfortable asking for assistance.
6. Interacts with students and colleagues across employee groups respectfully, positively, and constructively.
7. Develops appropriate and accurate information for students, including education plans, academic petitions, informative multi-media/handouts, etc.
8. Maintains current knowledge of field in performance of assignment.
9. Demonstrates evidence of preparation in area of assignment.
10. Demonstrates evidence of participation in professional growth and development activities.
11. Demonstrates evidence of participation in college service activities (not required for adjunct faculty).
12. Participates in peer review process and serves on peer review committees when requested (not required for adjunct faculty).
13. Meets obligations on time (e.g., student appointments, schedules, student follow-up etc.).
14. Demonstrates flexibility in providing coverage to meet the needs of the department.
15. Meets required schedule.
- 16.

4.4.3 Professional Responsibilities – Librarians

The following criteria are intended for librarians:

1. Demonstrates knowledge and application of appropriate information tools and resources, including current trends and library technology.
2. Contributes to building, organizing, accessing, and maintaining library collection.
3. Supports information literacy needs across the curriculum.
4. Employs a variety of successful pedagogical approaches to learning.
5. Communicates clearly and effectively with students and other members of the college community, both in-person and digitally.
6. Promotes an inclusive classroom or workplace environment that is free from harassment, prejudice, or discrimination.
7. Is approachable by students and helps them to feel comfortable asking for assistance.
8. Interacts with students and colleagues across employee groups respectfully, positively, and constructively.
9. Works cooperatively and effectively with Library faculty and staff.
10. Meets obligations on time; e.g., reports, product/service analysis, records, planning documents, orders, schedule requests, projects.
11. Maintains work schedule, in consultation with other library faculty, staff and library manager.
12. Demonstrates flexibility in providing coverage to meet the needs of the department.
13. Effectively plans, implements, promotes, evaluates, and accepts feedback on department programs and services.
14. Functions effectively with minimal supervision.
15. Demonstrates evidence of participation in professional growth and development activities.
16. Demonstrates evidence of participation in college service activities (not required of adjunct faculty).
17. Participates in peer review process and serves on peer review committees when requested (not required of adjunct faculty).

General Conditions

1. If the review team is unable to conduct workstation observations or to distribute and collect student performance review forms due to a lack of cooperation from the faculty member under review, the review will not be considered incomplete. A faculty member's efforts to delay or prevent any element of the review process (for example, failure to schedule or attend a pre-review or post-review conference, as well as items noted above) will not invalidate the review.
2. While the review takes place within the timelines of a given semester or year, the period under review shall be the entire time since the last review.
3. Confidentiality: All matters relating to the performance review process are of a confidential nature. All persons involved in the review process have the responsibility of maintaining this confidentiality. This in no way precludes the faculty member being reviewed from seeking counsel.
4. If administration is unable to complete the evaluation in the faculty members' review cycle, the faculty members and/or managers may request the evaluation take place in the next academic year.

4.5 Timeline:

The performance review timeline may be adjusted by mutual consent with written confirmation by all parties. Except where otherwise specified, week numbers correspond to the semester in which the faculty member is to be reviewed. In addition to the following steps, review teams should be committed

to on-going, proactive, and informal advisement to occur over the course of the whole peer review process, including on-going support for tenure-track faculty. Reviewers should also be available to assist the reviewee throughout the process. This assistance may include, but is not limited to, answering questions, making suggestions, sharing appropriate resources and classroom management tips. If the faculty members of the peer review team fail to meet their obligations in the review process the administrator shall proceed with the review.

- A. TEAM SELECTION; START OF THE ACADEMIC YEAR
- B. PRE-REVIEW CONFERENCE; WEEKS 1-6
- C. SELF-EVALUATION; BEFORE THE MID-SEMESTER MEETING (week 8-10)
- D. WORKSITE OBSERVATIONS; WEEK 6-15
- E. STUDENT EVALUATIONS: WEEK 6-15
- F. MID-SEMESTER MEETING; WEEK 8-10
- G. REVIEW TEAM CONFERENCE; WEEK 13-17
- H. PERFORMANCE REVIEW CONFERENCE; WEEK 15-17

** Appropriate adjustments made for short-term classes.*

4.6 Student Review of Instructors and Counselors:

4.6.1 Student reviews shall be a part of a faculty member's performance review. When reviewing faculty members who teach more than one class, the faculty member shall be entitled to select one class for student review and the immediate supervisor(s) shall select one class. A faculty member may choose to have evaluations completed by students in additional classes. Faculty who are teaching at least one full class in overload will select a third class for student review.

4.6.2 A counselor will be reviewed by a minimum of 20% randomly selected students who have been counseled during the current semester by the faculty member. The counselor may choose to have additional student reviews.

4.6.3 Subsequent student reviews may be conducted in accordance with 4.4.1 above if the immediate supervisor(s) is conducting a subsequent performance review under 4.2.1, 4.2.2, and 4.2.3.

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

4.6.5 Student review 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 response form.

4.6.6 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.

4.7 Classroom Observations:

4.7.1 Each performance review shall be based upon at least two peer observations and one observation by the direct manager for Contract, Regular, and Temporary Full-time faculty, and one peer observation and one observation by the direct manager for Adjunct faculty, following the process and timeline detailed in this article. (Cite section of article.)

4.7.2 If a faculty member's assignment includes one or more online section(s), at least one team member will observe the online section. In the case of an online class observation, the reviewer(s) and the faculty member will mutually schedule at least one session during which the faculty member will navigate the online classroom in the presence of the reviewer(s). Faculty will be given the opportunity to explain and demonstrate course organization and instructional design, assessment of student work, accuracy, and currency of course materials, and how the faculty member maintains regular and substantive/effective faculty-initiated contact with students, as well as evidence of meeting accessibility standards. (Ed code, Section 55204) In addition, each reviewer assigned to observe an online class will be added to the respective course shell as a student for an agreed-upon one-week period to allow the observation of instruction.

4.7.3 Data collection will include a pre-conference between reviewers and the instructor to obtain information which may include, but is not limited to; lesson plans, course syllabi, and course and class goals, or other information pertaining to the instructor's assignment. In the case of online classes, data collection may include, but is not limited to, evidence of regular, effective, faculty-initiated student contact. (Ed code, Section 55204)

4.8 Areas of Performance Review for Counselors:

Counselors shall be reviewed on the following criteria. If the counseling faculty member also teaches, the formal review shall also include instructional criteria noted above and student reviews. See specific criteria in listed above and on the review form.

4.8.1 Counseling Effectiveness

4.8.2 Area / Departmental Responsibilities and College-Wide Service

4.8.3 Professional Development

4.9 Areas of Performance Review for Librarians:

Librarians shall be reviewed on the criteria listed below. If the librarian teaches, the formal review shall also include the instructional criteria listed above and on the review form.

4.9.1 Librarian Effectiveness

4.9.2 Area / Departmental Responsibilities and College-Wide Service

4.9.3 Professional Development

4.10 Coordinator Performance Review:

4.10.1 Coordinator positions or other reassigned positions selected through a formal hiring process shall be subject to regular review. This excludes reassigned time positions selected by election or appointment, such as SCFA officers and officers of the Academic Senate and some of its subcommittees.

4.10.2 Coordinator performance reviews shall be managed by the manager supervising the position (which may be different from the faculty member's Division Dean), with input from the constituents served by the Coordinator role.

4.10.3 To ensure that faculty serving in Coordinator roles receive timely feedback on performance, the Coordinator review may occur on a schedule independent of the regularly scheduled faculty performance review.

4.10.3.1 The first coordinator review shall occur no later than the 8th week of the second semester of the assignment.

4.10.3.2 Subsequent reviews shall occur as follows: – If the first review is fully satisfactory, the follow-up review shall occur in the 4th semester of the assignment, no later than the 8th week. If the first review finds any unsatisfactory area(s) of performance, the follow-up review shall occur in the 3rd semester of the assignment, no later than the 8th week. – For 3-year assignments, reviews shall occur in the 3rd year only if deemed necessary by the review team on the basis of the 2nd year review.

4.10.4 A second consecutive unsatisfactory Coordinator performance review shall result in the initiation of a hiring process to select a new person to assume that Coordinator role with the start of the following semester.

4.11 Components of the Formal Written Performance Review:

4.11.1 Mitigating factors which may influence job performance.

4.11.2 Observable or verifiable behavior or information.

4.11.3 Job-related criteria and factors.

4.11.4 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).

4.11.5 No anonymous, third-party statements will be included in any evaluation; this provision does not pertain to student comments.

4.11.6 Narrative comments by both evaluator and the instructor.

4.11.7 Any recommendations for improvement.

4.12 Formal Peer Review Procedures:

4.12.1 The formal performance review forms are those included at the end of this article. If there are differences between the language in the Peer Review Handbook and this agreement, the agreement shall prevail.

- Instructional Faculty Evaluation
- Counselor Faculty Evaluation
- Librarian Faculty Evaluation
- Faculty Self-Evaluation
- Peer Performance Evaluation

4.12.2 The immediate supervisor and the faculty member shall sign the team review form. The faculty member's signature does not necessarily indicate agreement with the results of the evaluation, but only that the performance review form has been provided to the faculty member.

4.12.3 If the faculty member does not sign the formal performance review, the evaluating supervisor will forward the original with his/her signature and date with a cover letter indicating the faculty member chose not to sign. The reviewer will give a copy of the letter and review to the faculty member.

4.12.4 The original copy of the performance review form shall be forwarded to the Human Resources Department in a timely manner for inclusion in the faculty member's personnel file. If the member under review wishes to respond to the review, the member may submit a response to be attached to the performance review. Performance review forms will be held for ten (10) days before being filed to allow for response prior to inclusion in the personnel file. Responses may also be submitted at any later time for addition to the file. Peer evaluation forms may be added to the personnel file upon the faculty member's request, but otherwise become the property of the evaluatee.

4.13 Peer Evaluation:

Peer evaluation is a mandatory component of the faculty evaluation process. (Ed. Code section 87663c.)

4.13.1 Selection of Peer Evaluators: Evaluation teams will include two (2) peer evaluators for Contract and Tenured faculty, and one (1) peer evaluator for Adjunct faculty, selected according to the processes detailed in the Faculty Peer Review Handbook.

4.13.2 Compensation for Peer Evaluators: Faculty who serve as peer evaluators will receive a stipend of \$75 per evaluation. In addition, peer evaluators may earn up to two (2) hours of FlexCal credit per year for ongoing mentoring / advising of the peer(s) they evaluate. Peer evaluators will not be paid if they fail to conduct the classroom or shell review and/or to submit the peer review narrative by the final review meeting.

4.14 Faculty Self-Evaluation:

4.14.1 Regular and Contract Faculty: Self-evaluation is a mandatory component of the regular and contract (tenure-track) faculty evaluation process.

4.14.2 Adjunct Faculty: Self-evaluation is required for Adjunct faculty.

4.15 While the contents of a performance review cannot be grieved, failure to follow the process is subject to the grievance process. A faculty member who alleges a violation of the review process may use the grievance procedures under Article 15 of this Agreement. Issues that have not been raised formally and documented during the performance review period may not be used negatively in the performance review.

4.16 The district maintains a commitment to ensuring that faculty have an opportunity to participate in the evaluation process of their immediate administrator. Details of faculty participation in the evaluation of administrators are found in Board policy 4800.

ARTICLE 5

PERSONNEL FILES

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

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

- 5.8** Only materials related to the faculty member's assigned duties or professional responsibilities shall be placed in the personnel file. In the case of derogatory materials related to a faculty member's assigned duties or professional responsibilities, such material shall not be placed in a faculty member's personnel file unless and until the faculty member is given notice and an opportunity to review, comment, and have such comments attached to the material in question. The faculty member has ten (10) working days to review and comment on any material of a derogatory nature before it is placed in his/her file. If additional time is needed, the faculty member may request a time extension from the Human Resources Department. Once material is placed into the file, a response may be attached at any time.
- 5.9** Materials not included in the personnel file include ratings, reports and records obtained prior to employment of the faculty member and any other materials related to application for other positions in the District.
- 5.10** Upon the request of a faculty member, a copy of material to which he/she is entitled shall be made for him or her.
- 5.11** A faculty member may request, in writing, to have placed in his/her file such material as he/she determines may have a bearing on his/her position as a faculty member. The District will provide forms for this purpose.
- 5.12** In accordance with Title V, Section 59024., personnel records are classified as records, which must be retained permanently. However, no material in a faculty member's personnel file more than four (4) years old shall be used to deny tenure, discipline, evaluate, dismiss or transfer a faculty member unless otherwise required by law.

ARTICLE 6

RESIGNATIONS, DISCHARGE, TENURE, AND SENIORITY

- 6.1 Resignations:** Resignations shall be administered in accordance with Sections 87730 and 97731 of the California Education Code. Refer to Board Policy 425.0.
- 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 87612.
- 6.4 Seniority:**
- 6.4.1 Seniority shall be defined as the length of service with the District. A regular faculty member shall be entered on the seniority list of the District from his/her initial date of regular employment. All regular faculty members with the same initial date of employment shall draw lots for placement on the seniority list. The Human Resources Department shall conduct and keep records of the results of the draw.
- 6.4.2 Seniority shall continue to accrue during approved leaves and shall remain static in cases of termination due to staff reduction. For purposes of this Article, any leave granted shall not constitute an interruption of service.
- 6.4.3 A regular faculty member shall lose seniority with the District if he/she resigns, or is discharged.
- 6.4.4 A regular faculty member shall accrue seniority in accordance with applicable provisions of the Education Code.

ARTICLE 7

REDUCTION IN FORCE AND RETRAINING

7.1 Reduction of Faculty:

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

7.2 Faculty Service Areas and Competency Criteria

- 7.2.1 Faculty Service Areas (FSA) are defined as being synonymous with the minimum qualifications for the discipline listed in California Community College Minimum Qualifications Disciplines List and/or the valid California Community College Credential for the discipline.
- 7.2.2 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.
- 7.2.3 Process to Obtain Additional FSA's: Pursuant to CA State Ed Code section 87743.3: "After initial employment, a faculty member may apply to the district to add faculty service areas for which the faculty member qualifies. The application shall be received by the district on or before February 15 in order to be

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

7.3 Procedures:

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

7.4 Rights of Terminated Faculty

- 7.4.1 In addition to all rights given to faculty members who have been "laid- off" under the Education Code, such faculty members who qualify for the appropriate FSA shall be given priority for substitute faculty and new part-time assignments and shall be continued in the medical, dental, and vision insurance group for a period of two (2) years upon advance payment of the monthly premium by the faculty member.
 - 7.4.2 No new faculty assignments shall be made while there are faculty members on layoff status if they possess the appropriate FSA for the position, meet the criteria for the position, are available for reinstatement, and present verification of the required qualifications
- 7.5** It is the intention of the parties to this Agreement that all provisions of the 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:**

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

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

7.7.2 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. A full or partial sabbatical leave or retraining leave in a new discipline, program or service according to the processes outlined in Articles 11 (Sabbatical) and 13.10 (Retraining).*
- C. Reduction in assignment to teach fewer classes or reduced services if such is available. *

* 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.

For additional information regarding Sabbatical Leaves, refer to Article 11; for information regarding Retraining Leaves, refer to Article 13.

ARTICLE 8 TRANSFERS

8.1 Definitions:

- 8.1.1 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.
- 8.1.2 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 Voluntary Transfers:

- 8.2.1 Full-time faculty may, at any time, request that part or all of their load be assigned in additional disciplines for which they meet the minimum qualifications by submitting a written letter of interest to the dean supervising the additional discipline(s). Such requests must be made prior to the submission of assignment preference forms in order to be considered for the following semester.
- 8.2.2 The member will not be required to re-interview in order to be placed in the new discipline, but may be asked, prior to gaining an assignment, to meet with faculty in the relevant discipline(s) to assure that transfer faculty meet local minimum qualifications and do not require additional education/training for the new position.
- 8.2.3 The first-semester assignment to a regular faculty member who has requested load in a new discipline shall, if granted, be made after regular and overload assignments to all current full-time faculty in the impacted discipline, and prior to assignments of adjunct faculty in the impacted discipline. Following a satisfactory evaluation in the new discipline as outlined below in 8.2.4, in accordance with Article 19.5.1, as regular faculty, the transferred member has priority rights to regular and overload assignments.
- 8.2.4 In accordance with Article 4.2.5, a special evaluation in the new discipline will be conducted during the first semester of this new assignment. Forms and procedures for evaluation will be the same as those used in regular faculty evaluations. Results of this evaluation will be used in making future assignments in the secondary discipline. Provided the special evaluation proves satisfactory, subsequent evaluations shall revert to the cycle in progress from the initial assignment.

8.3 Involuntary Transfer:

- 8.3.1 Involuntary transfers shall be made when required by the District. The District shall notify the Association when this article will be utilized, explain the need and the terms and conditions, and the need for retraining of faculty if such a need exists.
- 8.3.2 The District shall request faculty members who meet minimum qualifications in a different discipline to volunteer for reassignment in response to District needs prior to involuntarily transferring a qualified faculty member.
- 8.3.3 Faculty members to be involuntarily transferred shall have the right to indicate discipline preferences.
- 8.3.4 When making an involuntary transfer, the District shall give first consideration to the most senior faculty member's preference.
- 8.3.5 No involuntary transfers shall be made in an arbitrary, capricious or discriminatory manner, nor shall such transfers be used for punitive or disciplinary reasons.
- 8.3.6 In accordance with Article 4.2.5, a special evaluation in the new discipline will be conducted during the first semester of this new assignment. Forms and procedures for evaluation will be the same as those used in regular faculty evaluations. Results of this evaluation will be used in making future assignments in the secondary discipline. Provided the special evaluation proves satisfactory, subsequent evaluations shall revert to the cycle in progress from the initial assignment.
- 8.3.7 Following a satisfactory evaluation in the new discipline as outlined in 8.3.6, in accordance with Article 19.5.1, as regular faculty, the transferred member has priority rights to regular and overload assignments.

8.4 Retraining Agreements:

- 8.4.1 Retraining leaves will be granted by the District on an as-needed basis. Qualifying needs may include the following, listed in order of priority:
 - Planning to preempt reduction in force in a discontinued discipline, or one with declining enrollment (See Article 7.7.2B)
 - District need to build faculty capacity in a discipline
 - Professional development opportunity following an unsatisfactory faculty evaluation

- 8.4.2 A retraining leave may be proposed either by management or by the faculty member interested in retraining.
- 8.4.3 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 discipline for which they are currently qualified shall submit a written request to the supervising Vice President.
- 8.4.4 A retraining leave plan shall be developed through the following process:
- A. The Vice President will meet with the Division Deans, the faculty member, a representative from the Association, and a representative appointed by the Academic Senate, to discuss the request and to identify or confirm the discipline for retraining. This process will take into consideration demonstrated need for additional services in the selected discipline, as determined by enrollment trends, positions ranked on the full-time faculty hiring prioritization list, etc.
 - B. The Vice President, the Division Dean / Department Manager, the faculty member, a representative from the Association, and a representative appointed by the Academic Senate (preferably from the discipline selected for re-training), shall develop a plan to include, but not be limited to:
 - Identification of the retraining goal (i.e. training, certificate, degree, etc. that will provide updated skills or new minimum qualifications);
 - Delineation of coursework or activities to be completed with the anticipated timelines;
 - How the released time for retraining will be used (in part) to be balanced against current load requirements;
 - Identification of faculty member(s) in the new discipline to be observed by the faculty member, if applicable, and/or assignment of a peer mentor for the new discipline;
 - Timeline and dates for submitting regular progress reports to the appropriate Vice President;
 - Review of re-training coursework and activities, including, if applicable, documentation such as transcripts, certificates, etc., by a Senate-designated faculty representative.
 - 1. The retraining plan will include but not be limited to the faculty member's educational preparation. Equivalence to the above-mentioned criteria shall be made in accordance with the adopted Solano College Equivalency Process.
 - 2. Retraining coursework must be taken at a regionally-accredited institution.

- 8.4.5 Once approved by the process outlined in 8.4.4, the plan will be implemented and confirmed in writing by the District and the faculty member without establishing a precedent.
- 8.4.6 If the retraining program cannot be completed, the member 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 granted an extension, he/she may be required to will reimburse the District for any costs (salary and benefits costs) of the retraining as outlined in the agreement. All extensions must be in writing.
- 8.4.7 The faculty member will receive full health and welfare benefits during any leave taken for the purpose of retraining.
- 8.4.8 Upon completion of the requirements of the retraining plan, the faculty member may be assigned to the new discipline in the proportion necessary to meet institutional needs. In accordance with Article 19.5.1, as regular faculty, the re-trained member has priority rights to regular and overload assignments ahead of load assignments to adjunct faculty.
- 8.4.9 The member will not be required to re-interview in order to be placed in the new discipline, but may be asked to meet with discipline faculty and discuss areas of interest, approaches to teaching certain topics and other issues of interest to the new department.
- 8.4.10 In accordance with Article 4.2.5., a special evaluation in the new discipline will be conducted during the first semester of this new assignment. Forms and procedures for evaluation will be the same as those used in regular faculty evaluations. Results of this evaluation will be used in making future assignments in the secondary discipline. Provided the special evaluation proves satisfactory, subsequent evaluations shall revert to the cycle in progress from the initial assignment.
- 8.4.11 Compensation and Fringe Benefits During Retraining Leave: (added to align with sabbatical leave language)
- Faculty on full retraining leaves are expected not to teach overload assignments. This does not preclude assignments outside the contract year.
 - Faculty members shall receive full salary while on retraining leaves. The faculty member shall continue to receive all health and welfare benefits during his/her leave.
 - Retraining leaves shall not constitute a break in service.
 - A Faculty member on retraining leave shall receive such automatic increases in salary as would have been received had he/she remained in active service and shall be subject to the salary schedule in effect at the time of his/her return.

8.4.12 Required Service After Retraining Leave: the faculty member, as a condition of being granted a retraining leave, shall agree in writing to render a period of service in the employ of the Governing Board of the District following his/her return from the retraining leave which is equal to twice the period of the leave. If the faculty member fails to comply with this section, the District may charge the affected faculty member the pro-rata share of the District's costs for salary and benefit costs.

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 Public Employee Relation Board (PERB) for unit clarification or modification.
- 9.2** Job descriptions for new faculty positions and released/reassignments will be developed by management with input from the association.

ARTICLE 10

RETIREMENT

10.1 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/her payroll warrant that percent of eligible wages specified by STRS or PERS for employee contributions. The District shall pay that percent of eligible wages specified by STRS or PERS for the employer's contribution.

10.2 Reduced Workload with Full Retirement Credit: A faculty member who meets all eligibility criteria may elect to reduce his or her workload by up to one-half of a full-time assignment. The faculty member shall be paid a pro-rated salary based on that percent of his or her actual workload bears to a full-time workload. Employees who serve under this plan shall be given the same consideration as regular employees with respect to class assignments, scheduling, and class size.

10.2.1 STRS Credit: The faculty member shall receive the STRS/PERS service credit that he/she would have received if he/she had continued as a full-time employee. The faculty member's STRS/PERS retirement allowance shall be based on the salary the said faculty member would have received if employed on a full-time basis. Therefore, the faculty member and employer shall both contribute to the State Teachers' Retirement Fund the amount each (separately) would have contributed if the faculty member had continued to work on a full-time basis.

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

10.2.3 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:

10.3.1 A retired employee shall be defined as one who has retired for service or disability and who is eligible for and is receiving a retirement allowance from the State Teachers' Retirement System or Public Employees' Retirement System.

- 10.3.2 All regular faculty hired **after July 1, 2023** will be eligible for five (5) years of District-paid medical benefits not to exceed the two-party CalPERS premiums except for PERSCare as specified in Article 22.101 after 15 years of service to Solano Community College District.

All regular faculty hired **after July 1, 2004** will be eligible for ten years of District-paid medical benefits not to exceed the two-party CalPERS premiums except for PERSCare as specified in Article 22.101 after 15 years of service to Solano Community College District.

Regular faculty hired **before July 1, 2004** with ten (10) or more years of service to the District shall continue to receive District-paid medical benefits not to exceed the two-party CalPERS premiums except for PERSCare as specified in Article 22.1.1 for ten years as noted below. The health and welfare plans offered to retirees shall be the same as those offered to active employees, except for the dental plan, to the extent permitted by the health plan organizations.

- 10.3.3 To provide the ten (10) years of benefits to retirees under CalPERS, the District will set up a Health Reimbursement Account (HRA) for each retiree.
- 10.3.4 Any faculty who has been employed fifty (50) years or more of creditable service with the District shall be entitled upon retirement to the minimum health employer contribution set by Public Employees' Medical and Hospital Care Act (PEMHCA). This eligibility requirement of fifty (50) years of service is not applicable to any retiree who retired **before July 1, 2012**. All members who have retired before the effective date of this memorandum are eligible for the minimum health employer contribution. Nothing in this section affects or requires a change to the District's health benefits contribution to active employees and early retirees as defined in this agreement. This understanding shall apply only if the District elects to participate in the CalPERS insurance program and if the CalPERS program continues to mandate the vesting requirements herein.

- 10.3.5 Benefits for eligible retirees shall include:

- A. All regular faculty hired **after July 1, 2023, receive** district-paid health plan for the employee only except for PERSCare as specified in Article 22.1.1.

All regular faculty hired **before July 1, 2023, receive** District-paid health plan for the employee and dependent except for PERSCare as specified in Article 22.1.1.

- B. District-paid vision for the employee only

- C. All regular faculty hired **before July 1, 2023** may receive 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. All regular faculty hired **after July 1, 2023**, would not be eligible for this retirement benefit.

10.3.6 Those retired regular faculty members employed **prior to July 1, 1995**, and who upon retirement participate in a Medicare medical plan that provides a reduced premium the cost of which for the District exceeds the cost of Medicare Part B are eligible for Medicare Part B premium reimbursement from the District for ten years immediately after retirement. All regular faculty hired **after July 1, 2023**, would not be eligible for this retirement benefit.

10.3.7 Those retired regular faculty members employed **after July 1, 1995** receiving District-paid benefits under 10.3.2 who participate in a Medicare medical plan that provides a reduced premium the cost savings of which for the District exceeds the cost for Medicare Part B are eligible to receive Medicare Part B premium reimbursement from the District for five years immediately subsequent to retirement. All regular faculty hired **after July 1, 2023**, would not be eligible for this retirement benefit.

10.3.8 The reimbursement process will be determined by the District. Reimbursement will not include the premium payment for Medicare Part A or other Medicare costs (such as deductibles or additional premiums as a result of changes in the Medicare system), or any premium surcharges occurring as a result of the timing of enrollment in Medicare.

10.3.9 As a condition to receiving District-paid medical benefits under section 10.3.2, retired faculty and spouse will be required to enroll in Medicare A and B, if eligible.

10.4 Status of Benefits Subsequent to Retirement: The status of the benefits is determined by the CalPERS Health Benefits Program. Should any retiree die before the District-paid benefits expire, the surviving spouse may continue in the plans for the duration of the District-paid benefits.

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

- 10.6 Re-employment of Retired Faculty:** Pursuant to Education Code Section 87.408.5, any regular or adjunct faculty member who has retired from service but who wishes to return to adjunct service must submit, as a condition of employment, a medical certificate verifying physical fitness for service. Per Ed Code: "A medical examination shall be required for the completion of the medical certificate. The examination shall be conducted not more than six months before the completion and submission of the certificate and shall be at the expense of the retirant."

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 2.0 FTEs of sabbatical leaves each academic year. The leaves will be based on the criteria identified in 11.9 below.
- 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, such leaves shall not interrupt the counting of consecutive years of service.
- 11.4 Application:** Application for a sabbatical leave must be made in writing on the form provided and submitted to the Sabbatical Leave Committee no later than October 1, in the school year preceding the proposed leave period. If there is not a sufficient number of eligible applicants (2%) by the October 1 deadline, the Vice President of Academic Affairs will send out a notice to faculty extending the deadline for ten (10) working days. No more than one sabbatical leave shall be granted to an individual in any six (6) year period unless there are insufficient eligible applicants in any year and the request is based on either new technology or new district approved educational programs. Application packets will be available in the Office of Academic Affairs during the academic year.
- 11.5 Recommendation by the Sabbatical Committee:** A Sabbatical Leave Committee shall be established each year to review and recommend sabbatical leave applications according to the following procedures:
- 11.5.1** The committee shall be composed of three regular faculty members chosen by the Association and two management members chosen by Management plus the Vice President of Academic Affairs. The Vice President of Academic Affairs shall be a permanent member of the Committee.
- 11.5.2** Each September, the Vice President of Academic Affairs shall convene the Committee, which shall elect a chairperson. The Sabbatical Leave Committee shall determine the eligibility of each applicant for sabbatical leave. The Committee shall thoroughly study and review each application and make its

recommendations, in writing, to the Superintendent/President not later than the second week in November.

11.5.3 The number recommended shall not exceed the number of sabbatical leaves available. The report shall include a listing of all candidates along with a brief statement of reason for selection and/or non- selection.

11.5.4 Should one or more of the recommended candidates decide to decline the leave, additional recommendations shall be sought from the Sabbatical Leave Committee for replacement candidates.

11.6 Confirmation of Sabbatical Leaves:

11.6.1 On or before the first Governing Board meeting in December, the Superintendent/President shall submit his/her endorsement of the list of sabbatical leave applicants to the Governing Board.

11.6.2 The Governing Board shall confirm the sabbatical leaves to be granted for the ensuing academic year not later than its first regular meeting in January.

11.7 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: Faculty members shall receive full salary while on sabbatical leaves of one semester duration. Seventy-five percent of the annual salary shall be paid for sabbatical leaves of two semesters. The faculty member shall continue to receive all health and welfare benefits during his/her leave.

11.8.1 Faculty members may elect to receive full STRS service credit for sabbatical leave by paying both their own and the District's contribution for the difference between their sabbatical leave salary and their normal earnable salary.

11.8.2 Faculty members on sabbatical leaves do not accumulate sick leave credit for the period of sabbatical leave.

11.8.3 Sabbatical leaves shall not constitute a break in service.

11.8.4 A Faculty member on sabbatical leave shall receive such automatic increases in salary as would have been received had he/she remained in active service and shall be subject to the salary schedule in effect at the time of his/her return. Upon his/her return to employment, a faculty member may count toward placement on the salary schedule credits earned for professional improvement

during his/her leave. The leave shall be considered as time in service in the District for salary schedule purposes.

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

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

11.9.1 Feasibility of stated sabbatical leave purpose with reference to its definition, scope, and the probability of its successful completion during the time period specified.

11.9.2 Relative benefits to College, students, and District compared to other sabbatical leave applications.

11.9.3 Specific benefits to College and/or applicant's department/division in terms of:

- A. Generating new courses;
- B. Acquisition of relevant new knowledge and subject matter that will directly enhance and/or modify existing courses;
- C. Acquisition of new and/or improved instructional techniques, training skills and other innovations.

11.9.4 Probable value in terms of aiding and/or improving applicant's execution of assigned professional duties.

11.10 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/her return from the sabbatical leave which is equal to twice the period of the leave. If the faculty member fails to comply with this section, the District may charge the affected faculty member the pro-rata share of the District's costs for salary and benefit costs.

11.11 In accordance with Education Code 87771, if the faculty member does not serve the entire period of the sabbatical leave, the amount of compensation paid for the sabbatical leave shall be reduced by an amount which is equal to the pro-rata share of the total compensation of the time not served.

11.12 The Governing Board and the District shall not be liable for any compensation or damages resulting from the death or injury of any faculty member on sabbatical leaves

pursuant to/in accordance with Education Code 87775.

11.13 Rules Governing Ownership of Intellectual Property Produced on Sabbatical Leave

- 11.13.1 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.
- 11.13.2 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.
- 11.13.3 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.
- 11.13.4 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.
- 11.13.5 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/she shall disclose the work to the Superintendent-President of the College and assign the title to the District. Examples of non- significant use include ordinary use of desktop computers, District libraries and limited secretarial or administrative resources. Questions about what constitutes significant use should be directed to the Vice President of Academic Affairs.

11.13.6 Determination 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.

11.13.7 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.

11.13.8 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 words
4. Pantomimes and choreographic works (if fixed, as in notation or videotape)
5. Pictorial, graphic and sculptural works, including photographs, diagrams, sketches, and integrated circuit masks
6. Motion pictures and other audiovisual works such as videotapes
7. Sound recordings

B. Works for Hire: “Works for Hire” is a legal term defined in the Copyright Act as “a work prepared by an employee within the scope of his/her employment.” This definition includes works prepared by employees in satisfaction of sponsored agreements between the District and outside

agencies. Certain commissioned works also are works for hire if the parties so agree in writing.

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

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

substantial use of any all District facilities, property, equipment, materials, etc.

11.14.3 The employee shall remain obligated at all times, upon request, to do all lawful acts, including, but not limited to, the execution of papers under penalty of perjury and the giving of testimony, that in the opinion the District, may be necessary or desirable in obtaining, establishing, maintaining and enforcing the District's rights in the inventions, including, but not limited to, obtaining, sustaining, reissuing, extending and enforcing United States and foreign propriety rights, including letter and design patents and copyrights, on all such District inventions, and for perfecting, affirming, maintaining and recording the District's complete ownership and title thereto, and to otherwise cooperate in other proceedings and matters relating thereto.

11.15 This article shall not apply to any intellectual property, which would constitute "instructional material" under 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:

12.2.1 Whenever a faculty member is absent due to illness or injury, he/she shall receive full salary and fringe benefits for each day of accrued sick leave used.

12.2.2 At the beginning of each academic year, every full-time faculty member shall earn 10 days of sick leave annually, which shall accrue from year- to-year without limit. The sick leave days shall be converted to hours for record keeping purposes (10 days x 8 hours per day = 80 hours).

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

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 a week	8 hours
3 hours	1 hour	2.67 hours
4 hours	2 hours	4.00 hours
5 hours	2 hours	3.20 hours

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 a week	10 hours
3 hours	1 hour	3.33 hours
4 hours	2 hours	5.00 hours
5 hours	2 hours	4.00 hours

- 12.2.3 Sick Leave: Adjunct faculty members and full-time faculty with overload assignments shall receive 1.2 hours sick leave for each eighteen (18) hours or pro-rata thereof of adjunct or overload instruction per semester.
- 12.2.4 Upon the first day of service performed during the contract year, faculty members shall receive credit for all sick leave, which their contract provides.
- 12.2.5 Unused sick leave shall accrue without limitation and may be transferred to or from any district in California.
- 12.2.6 Faculty members under contract for less than 100% teaching load shall earn sick leave proportionate to the percentage of full-time contract which they teach.
- 12.2.7 In the event of a faculty member's absence, qualified substitutes shall, when possible, cover the scheduled classes, assignments and/or appointments.
- A. Substitute assignments of one week or less shall be considered "day-to-day" assignments. Day-to-day substitute instructors shall be compensated at the Category 3 hourly rate, adjusted to the appropriate step and lane for that instructor.
- B. Substitute assignments which exceed one week shall be compensated at the appropriate Category (Cat. 1 / 2 / 3) for the class to which the substitute instructor is assigned, adjusted to the appropriate step and lane for that instructor.
- C. For the purpose of this article, "one week" = the total weekly contact hours in a regularly scheduled, full-time class. Substitute assignments in courses offered on other types of schedules shall be calculated accordingly.

- 12.2.8 All regular faculty members may use a maximum of (6) days of sick leave annually to attend to the illness of a child, parent, or spouse. All adjunct faculty members may use a maximum of one-half (½) of their earnable sick leave each semester for the same purpose.
- 12.2.9 All faculty members may use accumulated sick leave in cases of serious illness of spouse or child beyond the entitlement in 12.2.8. The faculty member must provide written verification from the ill relative's attending physician of the illness and the need for the faculty member to be absent from duty.
- 2.2.10 An instructional faculty member who is sick and is not able to be physically in the classroom, but who performs his/her duties of class preparation for substitutes and/or who grades assignments or examinations given on that day will receive sick leave credit for the work he/she has done for class preparation. The time deducted will correspond to the time missed in class or lab. Faculty members who do not do class preparation while ill will not be granted such credit and will have full applicable sick leave deducted as specified in 12.2.4. This provision is not in effect where the District pays a substitute to assume the faculty member's full responsibilities (e.g., hiring a temporary replacement for a faculty member who is on medical leave). The absent faculty member will need to document the work done.
- 12.3 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/her return to duties.
- 12.6 Family Leave:** Family leave shall be provided in accordance with the state and federal laws. Any amendments enacted by the legislatures shall take effect as provided in the law. Contact the Association and the District Human Resources Department for family leave information.
- 12.7 Catastrophic Leave:** Faculty may participate in the catastrophic leave program provided to other District employees. See Article 13.9 for information.

ARTICLE 13

LEAVES OF ABSENCE WITH PAY

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

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

13.2 Bereavement Leave:

13.2.1 Regular faculty shall be granted five (5) days paid leave of absence for the following:

- A. Death of employee's spouse, child, mother or father, or foster parent or step parent;
- B. Death of other immediate family members if out of state travel is necessary, or if travel is in excess of 200 miles one way.

13.2.2 Regular faculty members shall be granted three (3) days of paid leave of absence in the event of the death of other immediate family members if travel is 200 miles or less one way.

13.2.3 Other immediate family is defined as grandmother, grandfather, grandchild, aunt, uncle, son-in-law, daughter-in-law, sister, sister-in-law, brother, brother-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.

13.2.4 Adjunct faculty will receive bereavement leave as indicated above. However, the three (3) or five (5) days will include any work normally assigned during three or five consecutive instructional calendar days. For example, an adjunct faculty member is scheduled to work on Tuesday of the five-day workweek; the faculty member is eligible for one day of bereavement leave.

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

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

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

13.5.5 The Governing Board may, by rule or regulation, provide for such additional leave of absence for industrial accident or illness, as it deems appropriate.

13.5.6 Medical verification of fitness for resumption of duties may be required by the District.

13.6 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.

13.7 Family Leave: Family leave shall be provided in accordance with state and federal laws. Any amendments enacted by the legislatures shall take effect as provided in the law. Contact the Association and the District Human Resources Department for family leave information.

13.8 Catastrophic Leave:

13.8.1 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/she has exhausted all his/her sick leave and other paid time off.

13.8.2 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.

13.8.3 Eligibility to Receive Catastrophic Leave:

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

13.8.4 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 six consecutive months. An employee is eligible to receive no more than 12 months of paid leave to include all paid leaves noted in 13.8.3B including catastrophic leave.

13.8.5 Catastrophic Leave Donation Eligibility:

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

submit it to the Human Resources Department.

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

13.8.6 Catastrophic Leave Process:

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

13.8.7 Annual Solicitation:

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

13.8.8 Special Solicitation:

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

13.8.9 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 (13.9.4B).

13.9 Banked Leave:

13.9.1 Regular Faculty may bank overload hours as a form of overload compensation.

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

13.10 Retraining Leaves

13.10.1 Retraining leaves will be granted by the District on an as-needed basis. Qualifying needs may include the following, listed in order of priority:

- A. Planning to preempt reduction in force in a discontinued discipline, or one with declining enrollment (See Article 7.7.2B)
- B. District need to build faculty capacity in a discipline

- C. Professional development opportunity following an unsatisfactory faculty evaluation
- 13.10.2 A retraining leave may be proposed either by management or by the faculty member interested in retraining.
- 13.10.3 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 discipline for which they are currently qualified shall submit a written request to the supervising Vice President.
- 13.10.4 A retraining leave plan shall be developed through the following process:
- A. The Vice President will meet with the Division Deans, the faculty member, a representative from the Association, and a representative appointed by the Academic Senate, to discuss the request and to identify or confirm the discipline for retraining. This process will take into consideration demonstrated need for additional services in the selected discipline, as determined by enrollment trends, positions ranked on the full-time faculty hiring prioritization list, etc.
 - B. The Vice President, the Division Dean / Department Manager, the faculty member, a representative from the Association, and a representative appointed by the Academic Senate (preferably from the discipline selected for re-training), shall develop a plan to include, but not be limited to:
 - Identification of the retraining goal (i.e. training, certificate, degree, etc. that will provide updated skills or new minimum qualifications);
 - Delineation of coursework or activities to be completed with the anticipated timelines;
 - How the released time for retraining will be used (in part) to be balanced against current load requirements
 - Identification of faculty member(s) in the new discipline to be observed by the faculty member, if applicable, and/or assignment of a peer mentor for the new discipline;
 - Timeline and dates for submitting regular progress reports to the appropriate Vice President;
 - Review of re-training coursework and activities, including, if applicable, documentation such as transcripts, certificates, etc., by a Senate-designated faculty representative.
 - a. The retraining plan will include but not be limited to the faculty member's educational preparation. Equivalence to the above-mentioned criteria shall be made in accordance with the adopted Solano College Equivalency Process.
 - b. Retraining Coursework must be taken at a regionally-accredited institution.

- 13.10.5 Once approved by the process outlined in 13.10.4, the plan will be implemented and confirmed in writing by the District and the faculty member without establishing a precedent.
- 13.10.6 If the retraining program cannot be completed, the member 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 granted an extension, he/she may be required to reimburse the District for any costs (salary and benefits costs) of the retraining as outlined in the agreement. All extensions must be in writing.
- 13.10.7 The faculty member will receive full health and welfare benefits during any leave taken for the purpose of retraining.
- 13.10.8 Upon completion of the requirements of the retraining plan, the faculty member may be assigned to the new discipline in the proportion necessary to meet institutional needs. In accordance with Article 19.5.1, as regular faculty, the re-trained member has priority rights to regular and overload assignments ahead of load assignments to adjunct faculty.
- 13.10.9 The member will not be required to re-interview in order to be placed in the new discipline, but may be asked to meet with discipline faculty and discuss areas of interest, approaches to teaching certain topics and other issues of interest to the new department.
- 13.10.10 In accordance with Article 4.2.5, a special evaluation in the new discipline will be conducted during the first semester of this new assignment. Forms and procedures for evaluation will be the same as those used in regular faculty evaluations. Results of this evaluation will be used in making future assignments in the secondary discipline. Provided the special evaluation proves satisfactory, subsequent evaluations shall revert to the cycle in progress from the initial assignment.
- 13.10.11 Compensation and Fringe Benefits During Retraining Leave: (added to align with sabbatical leave language)
- A. Faculty on full retraining leaves are expected not to teach overload assignments. This does not preclude assignments outside the contract year.
 - B. Faculty members shall receive full salary while on retraining leaves. The faculty member shall continue to receive all health and welfare benefits during his/her leave.
 - C. Retraining leaves shall not constitute a break in service.
 - D. A faculty member on retraining leave shall receive such automatic increases in salary as would have been received had he/she remained in active service and shall be subject to the salary schedule in effect at the time of his/her return.

- 13.10.12 Required service after retraining leave: the faculty member, as a condition of being granted a retraining leave, shall agree in writing to render a period of service in the employ of the Governing Board of the District following his/her return from the retraining leave which is equal to twice the period of the leave. If the faculty member fails to comply with this section, the District may charge the affected faculty member the pro-rata share of the District's costs for salary and benefit costs.

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.
- 14.6.1 The faculty member on such leave shall notify the District of an intended return at least twelve (12) weeks in advance of the anticipated first day of service.
- 14.6.2 The faculty member on such leave shall be entitled to return to employment at the end of the leave.
- 14.7 Family Leave:** Family leave shall be provided in accordance with state and federal laws. Any amendments enacted by the state and federal legislatures shall take effect as provided in the law. Contact the Association and the District Human Resources

Department for family leave information.

14.7.1 **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.

14.7.2 **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.

14.9.1 The faculty member on such leave shall notify the District of an intended return at least twelve (12) weeks in advance of the anticipated first day of service.

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

14.10 Conditions:

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

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

ARTICLE 15

GRIEVANCE PROCEDURES

The Association and the District mutually agree that an interest-based approach to conflict resolution should be encouraged. Nothing in this article shall be construed to preclude the use of this style of problem solving.

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

15.2 Definitions:

15.2.1 A "grievance" is a written claim by the Association or a faculty member that there has been a violation, misapplication, or misinterpretation of any of the provisions of this Agreement.

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

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

15.2.4 The "immediate supervisor" is the administrator having immediate supervision over the grievant.

15.3 Time Limits:

A Level One 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.

It is important that grievances be processed as rapidly as possible within the time limits specified at each level. If a response is not provided for Level One and Level Two within 10 days, the grievant may proceed to the next level. Only the Association determines whether to go to Level Three. 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:

Required Informal Resolution step:

Anyone filing a grievance shall have tried to solve the problem in an informal way by meeting with the grievant's 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 days' notice to the supervisor. The immediate supervisor may also request another management representative. If the manager requests another manager attend, the employee should be notified of that at least one working day ahead of the meeting.

If not resolved, a facilitated discussion/meeting may occur by mutual agreement (as to meeting attendees and facilitator) between the grievant and the supervisor prior to moving to Level One.

15.4.1 Level One

If the issue is not resolved informally and the faculty member wishes to file a grievance, the grievant should present a completed grievance form to the immediate supervisor, and provide a copy to the Director of HR. A written response from the Director of HR is due in 10 days.

The statement of the grievance on the Grievance Form must include the following information:

1. Name and position of the grievant
2. The date on which the event or situation which gave rise to the grievance occurred or the date on which the grievant knew or should have known of the event or situation
3. A statement of facts giving rise to the grievance
4. Identification of all the provisions of this agreement claimed to have been violated, misinterpreted, or misapplied
5. The date of the initial submission of the grievance in writing (Level One)
6. The remedy or correction being sought

When a grievance is not appropriate to address at Level One, the District and the Association shall mutually agree that the Association may initiate the grievance at Level Two. In this case, the grievance statement shall be submitted at Level Two.

15.4.2 Level Two

- A. If the grievance is not resolved at Level One, it may be submitted by the grievant for a Level 2 review to the College Superintendent/President within ten (10) days of receipt of the Level One response. On the same day, a copy of the grievance form must be submitted by the grievant to the Association president. A written response from the Superintendent/President will be provided within 10 days.

15.4.3 Level Three

- A. If the grievant is not satisfied with the disposition of the grievance at Level Two, or if no written decision has been rendered within ten (10) days, the grievant 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 present the 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:

- 15.7.1 No reprisals of any kind shall be taken by the Board or by any member or representative of the District or College administration against any grievant, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

- 15.7.2 A faculty member may self-represent at Levels One and Two of the grievance procedures or be represented by a member of the Association's Grievance Committee or CTA. 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 have been used in this grievance procedure.
- 15.9 Failure to Render a Decision:** Failure to render a decision at any step of this procedure within the specified time limits shall permit the grievance to proceed to the next step. A grievant request for arbitration (Level Three) requires Association approval.
- 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 Time for Grievance Procedure:** A maximum of four (4) representatives of the Association shall have the right to receive reasonable periods of time without loss of compensation for the purpose of the grievance processing.

ARTICLE 16

FACULTY / MANAGEMENT RIGHTS

- 16.1** **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** **Announcement of New Regular Faculty Positions:** When a regular faculty position opens in the District, all adjunct faculty will be notified via email in advance when a full-time position is offered.
- 16.5** **Right to an Interview:** Adjunct faculty who are currently employed with the District and have earned priority assignment status (see 19.3.3-A) shall be given priority consideration to interview for Full-Time positions in their respective disciplines; see Article 19.3.5 for additional details.
- 16.6** **Supervision, Discipline, Evaluation:** No faculty member shall supervise, discipline, or evaluate (except as stated in Article 4) any other member of the bargaining unit.
- 16.7** Both the Association and the District shall have the rights reserved to them by the California Education Code, Government Code, and any other applicable laws.
- 16.8** **Rules Governing Ownership for Intellectual Property:**
- 16.8.1** **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.
- 16.8.2** **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.

16.8.3 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 words
 4. Pantomimes and choreographic works (if fixed, as in notation or videotape)
 5. Pictorial, graphic and sculptural works, including photographs, diagrams, sketches, and integrated circuit masks
 6. Motion pictures and other audiovisual works such as videotapes
 7. Sound recordings
 8. Architectural works
 9. Compilations, collective works and derivative works
- B. “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/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.

16.8.4 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.

16.8.5 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.

16.8.6 Except as stated in this agreement, the District does not claim ownership to pedagogical, scholarly, or artistic works, regardless of their form of expression. The District claims no ownership of popular nonfiction, novels, textbooks, poems, musical compositions, unpatentable software, or other works of artistic imagination, which are not institutional works and did not make substantial use of District resources or the services of District employees working within the scope of their employment. The District will own the copyright to any work created with substantial support from the District.

16.8.7 Rules Governing Ownership of Inventions Produced by Employees:

- A. 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.

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

16.8.9 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.

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

16.8.11 The District shall retain a license in any work(s) created and owned by the faculty member upon the faculty member's separation of employment with the District.

16.9 Academic Freedom: It shall be the policy of the District to maintain and encourage full freedom for its faculty to teach, research and pursue knowledge as set forth in this Article and applicable provisions of law.

16.9.1 In the exercise of this freedom the faculty member may, as provided in the U.S. and California Constitutions and other applicable laws, discuss his/her own subject or area of competence in the classroom, as well as any other relevant and controversial matters, so long as he/she distinguishes between personal opinions and factual information and does not interfere with completing the course content.

16.9.2 Faculty members shall be free to exercise academic freedom including freedom of investigation, freedom of discussion in the classroom, freedom to select texts and other instructional materials, freedom of assignment of instructional exercises, and freedom of evaluation of student efforts. The District shall not interfere with a faculty member's freedom of speech or use of materials in any teaching assignment, except as allowed by law.

16.9.3 Faculty shall be free from unlawful harassment or from unlawful interference or restrictions based on political views.

16.9.4 The District shall not unlawfully inquire into, nor predicate any adverse action upon a faculty member's personal, political or organizational activities or preferences.

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

16.10 Personal Freedom:

16.10.1 The personal life of a faculty member is not an appropriate concern of the District for the purposes of evaluation or disciplinary action unless it prevents the faculty member from performing his/her assigned duties or it calls for discipline under the provisions of the Education Code.

16.10.2 A faculty member shall be entitled to the full rights of citizenship and no religious or political activities, or lack thereof, of any unit member shall be used for purposes of disciplinary action.

16.11 Due Process / Progressive Discipline

16.11.1 General Provisions

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

16.11.2 Representation

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

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

16.11.3 Progressive Discipline

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

Provided there has been no repetition of a similar kind of conduct for a period two years (25. months) following an oral counseling/warning, all records of the oral counseling/warning will be promptly destroyed.

- 2. Written Warning: Written warnings will not be used unless the unit member has been orally warned about similar actions within two years (25. months) prior to the date of the last occurrence. Written warnings will not be placed in the unit member's file; however, the summary memorandum will only be kept in a separate confidential file maintained and accessed only by the Director of Human Resources.

Provided there has been no repetition of a similar kind of conduct for a period of three years (36 months) following a written warning, all records of the written warning will be promptly destroyed.

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

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

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

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

4. Purging of the files will occur in the absence of further disciplinary issues.

16.11.4 Suspension and Dismissal: Suspension or dismissal of contract and regular faculty will be conducted in accordance with the procedures provided in the California Education Code section 87660 et seq.

16.11.5 Statements and Documents:

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

ARTICLE 17

CONDITIONS OF EMPLOYMENT

- 17.1 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. Any continuing faculty member who wishes to change his/her payment schedule shall notify the Human Resources Department by **August 1**. Employees who begin employment other than the beginning of the contract year shall be paid monthly through May. They may at the time of employment choose the 12-month schedule beginning the following academic year. The first period shall end at August 31, at which time the first salary payment shall be made. Employees may pick up their checks, or have them mailed to a designated address. Paychecks will be available for distribution or automatic deposit no later than 11:00 a.m. of the last working day of the month.
- 17.2 Faculty Scheduling:**
- 17.2.1 Where off-campus assignments become a necessary part of the responsibilities of the faculty of a division or service area, and sufficient faculty do not choose to work these assignments, the division Dean shall rotate assignments on a seniority basis within the faculty member's discipline.
- 17.2.2 Faculty who have assignments at more than one location on the same day will be compensated for mileage in excess of their normal commute from their residence. A normal commute is defined as the round-trip Google map distance between the residence and the first work location of the day. Assignments include courses, counseling and library assignments, coordinator assignments, and other professional obligations where attendance is required. Compensation will be at the IRS approved rate.
- 17.3 Faculty Offices:** The District shall provide reasonable office and work space for use of regular faculty members. Office space and workspace shall be provided for adjunct faculty whenever and wherever available.
- 17.4 Parking:** The District shall provide a free parking space to accommodate one vehicle for each faculty member in designated parking lots located as nearly as possible to faculty member's offices. Faculty members shall be provided a parking permit for each vehicle used for transportation to and from work.
- 17.5 Faculty and Staff Meetings:** Any faculty and/or staff meeting called by the District, management or a division or area shall be scheduled on days within the 175-day calendar as outlined in Article 23.
- 17.6 Overnight Respite:** A faculty member teaching an evening class as a part of their

regular assignment shall be provided no less than twelve (12) consecutive hours elapsed time between the end of the last regularly assigned class on one day and the beginning of the first regularly assigned class on the following day except as he/she might otherwise agree. Hourly assignments (overload) are not included.

- 17.7 Assignment of Course Offerings:** Continuing faculty members shall be notified at least five (5) weeks in advance of a given academic session of their course schedule for the ensuing academic term. New faculty members will be notified of their course schedule upon their acceptance of employment. Each faculty member may meet with his/her immediate supervisor to modify or otherwise alter said schedule if adjustments are necessary during the five (5) week period. All course schedule assignments and changes will be in writing.
- 17.8 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, Finance and Administrative 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. In the absence of a group orientation meeting, the Association shall have the right to hold a sixty-minute lunch meeting of all unit members on the required flex day of the Fall semester, and a breakfast meeting prior to the start of the required flex day of the Spring semester.
- 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, job titles, and all contact information on file for all regular and adjunct faculty members no later than ten days prior to the required flex day of each semester. Additionally, the District shall identify all newly-hired unit members in this list.
- 18.6 Reassigned Time:**
- 18.6.1 Association Responsibilities:** The District shall grant 80% reassigned time from classroom duties for faculty matters to be determined by CTA for the life of this agreement. CTA shall notify the Vice President of Academic Affairs, in writing, no later than May 1 each year of the assignments for the subsequent academic year.
- 18.6.2 Academic Senate Responsibilities:** The District shall grant 80% reassigned time from classroom duties to the following: 50% for Academic Senate President and 30% for Curriculum Committee Chair.
- 18.6.3** CTA may request additional reassigned time for the assignments noted above from the Vice President of Academic Affairs or Vice President of Student Services. If the released time is approved, the CTA shall reimburse the District

the annual cost of the replacement to include salary and benefits.

18.7 The Association and the District shall each have the rights reserved to it by the Government Code.

18.8 **Third-Party Requests for Member Information**: The District shall notify the Association president and the impacted unit member(s) of any third-party request for unit members' contact information within two days of receipt of the request. This includes, but is not limited to, California Public Records Acts requests for unit member disciplinary, evaluative, or other personnel-record information. The District will not release the request for seven duty days so that the Association and impacted unit member(s) have a reasonable opportunity to object to the disclosure of the requested information and/or raise potential concerns before the employer responds to the requester and publicizes the information.

18.8.1 The District shall not disclose to a third-party personal unit member information such as home addresses, personal email addresses, home phone or cell phone numbers, birthdates, family member names, etc., unless requested to do so by the unit member.

ARTICLE 19

WORKLOAD

19.1 The District recognizes that there are a number of different kinds of professional responsibilities being performed by members of the unit and that said members may best discharge their professional duties by following varied academic work patterns.

19.1.1 An instructor contact hour is defined as fifty (50) clock minutes of instruction. No more than one classroom clock hour shall be counted in a sixty-(60) minute clock hour.

19.1.2 The following categories of modes of instruction are recognized and shall be weighted with activity points to establish equity.

- A. Category 1 Courses: Category 1 courses (CAT1) require a minimum of one (1) hour outside the classroom for instructor preparation, evaluation, performance, set-up or breakdown, and rehearsal for each hour of class.
- B. Category 2 Courses: Category 2 courses (CAT2) require less than one (1) hour of instructor time outside class in preparation, evaluations, and facilities set-up or breakdown.
- C. Category 3 Courses: Category 3 courses (CAT3) require less instructor time outside class in preparation, evaluation, facilities set up or breakdown than Category 1 and 2 courses.
- D. 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.

19.1.3 All faculty will develop and assess SLOs/SAOs.

19.2 Regular Faculty Instructional Workload:

19.2.1 The classroom teaching workload formula shall be based on the number of weekly teacher classroom contact hours. Using the following course category and point system, the classroom workload for a regular instructor shall be 45 activity points with the following exceptions:

- A. The workload for regular faculty coaches shall include:
 - Head Coaches: eleven (11) hours per week of coaching time, in season, and three (3) hours per week of recruiting during the off season.

- Assistant Coaches: nine (9) hours per week of coaching time in season.
- 19.2.2 Category 1, 2 or 3 placement of new classes or changes in categories shall be determined jointly by division members and divisions deans and submitted as part of the course proposal to the Curriculum Committee.

19.2.3 Classroom workload activity points for the above categories shall be allocated as follows:

- A. Category 1 (one hour per week) = 3.0 activity points
- B. Category 2 (one hour per week) = 2.5 activity points
- C. Category 3 (one hour per week) = 2.0 point

19.2.4 Oversized Class Sections:

By agreement between the supervising dean and the instructor assigned to a course, and in consultation with the School Coordinator, if any, a class section may be scheduled at 1.5 or 2.0 times the regular class max approved for the respective course in the Course Outline of Record. Such scheduling should be done intentionally and strategically, in response to clear student demand and with careful consideration of pedagogical implications.

Timeline and Compensation:

- A. The decision to enlarge a class section to 1.5 or 2.0 times the regular class max may be made any time prior to the first day the class meets, providing this decision adheres to the guidelines above.
- B. The instructional load and/or compensation of the instructor of a section scheduled at 1.5 times the regular class max shall be adjusted to 1.5 the regular load/compensation for that course, and the load and/or compensation of the instructor of a section scheduled at 2.0 times the regular class max shall be adjusted to 2.0 the regular load/compensation for that course provided that enrollments at the census date meet the respective 1.5 or 2.0 size requirements.
- C. If actual enrollments at census fall short of the scheduled 1.5 or 2.0 class max, the instructor's load and/or compensation shall be reduced by increments of .25, as follows:

Scheduled size	Enrollment at census	Load & compensation:
2.0 times regular class max	2.0 times regular class max	2.0 regular load / comp.
2.0 times regular class max	Less than 2.0, but equal to or greater than 1.75 regular	1.75 regular load / comp.

2.0 times regular class max	Less than 1.75, but equal to or greater than 1.5 regular	1.5 regular load / comp.
2.0 times regular class max	Less than 1.5, but equal to or greater than 1.25 regular	1.25 regular load / comp.
2.0 times regular class max	Less than 1.25 regular	Regular, single section
1.5 times regular class max	Less than 1.5, but equal to or greater than 1.25 regular	1.25 regular load / comp.
1.5 times regular class max	Less 1.25 regular	Regular, single section

D. In cases where the above calculations do not result in whole numbers, (e.g. 1.5 times a class max of 35 = 52.5 students), the number of students required for additional compensation shall be rounded down to the nearest whole number (e.g. in a class with a regular max of 35, 52 students at census qualifies the instructor for 1.5 times the regular load / compensation).

- 19.2.5 Faculty assignments shall be made by management in consultation with faculty; however, management retains the right to make assignments and reassignments of faculty.
- 19.2.6 Assignment of instructors in Category 1 classes may not exceed preparation for three different subjects in any one semester unless the faculty member so agrees. Combined levels of the same subject taught at the same times and days will be considered as one preparation.
- 19.2.7 A faculty member has the option to teach a reduced load at reduced pay and benefits.

19.3 Team Teaching and Split Loads: The District and the CTA share recognition of the potential benefits to all parties that can result from a mutual agreement between involved faculty members and the respective dean or deans to split a course assignment to include more than one faculty member. Examples of such benefits include:

- Improving the quality of academic program offerings by enabling the inclusion of content specialists as instructors in a single course.
- Reduce adjunct faculty turnover and associated hiring costs by providing improved adjunct scheduling flexibility that provides more options to enable the faculty member to more closely approach the 67% workload limit.

19.3.1 Assignment of Split Load Within an Academic Course: Division of workload assignments within any particular academic course between faculty members

exists as a scheduling option provided the total workload assignments conform to the parameters and limits associated with the Education Code of California and the local Collective Bargaining Agreement. In the event that a split-load arrangement between faculty members with different disciplinary expertise meets the course objectives outlined in the Course Outline of Record, the load may be split between instructors from different disciplines. The proportionate load assignments will reflect the proportion of material requiring the respective disciplinary expertise of each instructor. Instructional split-load assignments may assume any of the following combinations of faculty members:

- A. Full-Time Faculty Member and Full-Time Faculty Member: This option may be used to bring either of the full-time faculty members up closer to the required activity points, equal to the activity points, or over and above the activity points into overload not to exceed 72 activity points.
- B. Full-Time Faculty Member and Adjunct Faculty member: This option may be used to bring the full-time faculty member up closer to the required activity points, equal to the activity points, or over and above the activity points into overload not to exceed 72 activity points in combination with increasing the workload of an adjunct faculty member up closer to or equal to the 30-activity point limit.
- C. Adjunct Faculty Member and Adjunct Faculty Member: This option may be used to either bring the adjunct faculty members up closer to or equal to the 30-activity point limit.

19.3.2 Reassignment of Split Load from an Academic Course:

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

19.4 **Regular Load, Overloads and Underloads:**

19.4.1 Regular Load: No instructor shall be required to have a classroom workload

equal to more than a 100% workload in any semester unless he/she agrees. If he/she agrees to work beyond 100% during a semester, an average of 100% shall be maintained within a four (4) semester period. Exceptions apply in the case of faculty working to eliminate underload status.

- A. Online course assignments are contingent upon departmental needs and the Distance Education (DE) approval processes governed by the Curriculum Committee and DE Committee.
 - Full-time teaching faculty will be scheduled initially for a minimum of .40 FTE (18 activity points) face-to-face teaching load.
 - Full-time Counselors and Librarians will be scheduled initially for a minimum of .40 FTE (18 activity points) face-to-face assignment.
- B. In the case of hybrid courses, the proportion of the course taught online shall count toward the calculation of total online load (example: a 9.0 activity point class taught as a 50/50 hybrid course would count as 4.5 activity points of online instruction).
- C. If offered online assignments in order to meet departmental needs, new hires who have been unable to complete the full DE Certification process shall be allowed to complete the DE Certification process concurrent to teaching online, during their first year of employment. The first 40-hour training must be completed by the end of the first semester, the second 40-hour training may be completed no later than the second semester.
- D. All online instructors must meet the following training requirements:
 - 40.0 hours of training through @One Solano Community College Distance Education Committee (SCC DE), or equivalent course
 - 40.0 hours of Accessibility training through @One, SCC DE, or equivalent course
 - Training scores should be 80% or higher
 - Maintain currency with the current learning management system (LMS) and online pedagogy by doing the following:
 1. At minimum, 6 hours of training each year.
 2. Suggested courses include @One, SCC FLEX courses specific to Canvas, Online Learning, and other online sources.
 3. Hours must be tracked through Professional Development.
- E. In the event of an emergency transition to remote instruction, the following provisions will apply:

- Faculty with full DE Certification may decide whether to conduct remote instruction asynchronously or provide synchronous instruction via Zoom conference.
- Faculty lacking full DE Certification must provide synchronous instruction via Zoom conference.

F. In the event that public health conditions necessitate the transition of a greater proportion of class offerings to online modalities prior to the start of a semester, instructors who have not received full DE Certification approval may lose assignments.

19.4.2 Overload: No regular faculty member shall exceed his/her regular load in any given semester by more than 67% (or 30 activity points).

If the activity points in a specific lecture/ laboratory/activity class creates an overload beyond the 45 required activity points, the workload activity points of that class may be “split” between contract activity points and overload activity points. A regular faculty member who is teaching such a class will be paid for the activity points beyond the 45 required workload, to be determined as follows: If the class has a combination of categories (1, 2 or 3) all category 1 activity points will be used first to fulfill the required 45 workload activity points. Activity points in categories 2 and 3 will count toward overload compensation. The faculty member will be compensated for category 2 and 3 activity points on an hourly basis.

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

- A. When a regular faculty member with an overload assignment loses part of his/her regular load, the overload will become a part of his/her regular load due to class cancellation(s) or reductions in reassigned time assignment(s), the overload will become a part of his/her regular load for that semester. A full-time faculty member with an overload class that has been canceled cannot displace any faculty member from a class to retain that overload assignment.
- B. When a regular faculty member loses part of his/her regular load due to class cancellation(s) or reductions in reassigned time assignment(s), the faculty member shall work with the dean to develop a load recovery plan using the “Underload Acknowledgement and Scheduling Agreement”

- C. Any underload shall be made up within four (4) semesters from the time it is first incurred. Same-semester displacement of hourly instructors to restore underloads incurred by regular faculty shall be avoided when possible, but may be allowed at the request or consent of an under-loaded faculty member in the following circumstances:
- Cumulative underload in excess of 20% may trigger the immediate displacement of an instructor with an hourly assignment (overload or adjunct) to limit the underload carried forward to 20% or less. The faculty member shall work with the dean to develop a load recovery plan using the “Underload Acknowledgement and Scheduling Agreement” form (See Appendix VII-B).
 - An instructor enrolled in the reduced workload program who incurs a cancellation may immediately be assigned to displace an instructor with an hourly assignment in order to maintain the minimum requirement of a 50% workload.
 - Any full-time instructor who incurs a class cancellation or a reduction to a reassigned-time position may choose to displace the instructor of an hourly assignment for that semester, and/or may carry up to 20% of the resulting underload forward to be made up within the following four semesters. Deans shall work with faculty as early as possible, preferably at least four weeks prior to the start of the semester, to identify sections in jeopardy of cancellation and to begin to plan contingency assignments. Faculty members in danger of being displaced will also be given advance warning of that possibility at this time.
- D. When a same-semester displacement is necessary in any of the cases defined above, potential assignments to displace will be considered in the context of all existing regular workload protections, including: Provisions pertaining to the maximum number of class preparations (19.2.6), online classes restrictions (19.4.3), 5-day workweek (19.8.1E), dual assignments (19.2.8), and 12-hour overnight respite (17.6). However, some cases may require the suspension of one or more of these articles in order to provide an opportunity for the under-loaded member to restore his/her load. Other options are presented in the “Underload Acknowledgement and Scheduling Agreement” form. When possible without compromising the aforementioned articles, displacements shall be made in the following order:
- Full-time faculty member with overload
 - Adjunct faculty member without assignment priority

- Adjunct faculty member with assignment priority
- E. Deans shall work to ensure fairness in the event of assignment displacements, both to the member requiring additional load and to the displaced member. Final assignment decision rests with the dean. A written explanation will be provided to the displaced faculty member upon his/her request.
- F. If the regular faculty member is unable to restore to a full load within four (4) semesters, the faculty member shall have the option to make up the underload in a summer term.
- G. If a faculty member who is scheduled for courses to restore an underload incurs a cancellation which impedes the load restoration within the four-semester period, that instructor may displace the instructor of an hourly assignment (overload or adjunct). Displacements will follow the order outlined above.
- H. If the regular faculty member is unable to restore to a full load within four (4) semesters, the faculty member shall have the option to make up the underload in a summer term.
- I. In the event that none of the adjustments outlined in 19.4.8 through 19.4.13 can be made to rectify an underload within four semesters or by the time of the employee's resignation and/or retirement from the District, whichever comes first, the faculty member will be reduced in pay for the underload on a pro-rated basis in accordance with his/her placement on the salary schedule at the time the underload(s) occurred. Arrangements to pay back the overpayment will be made through the Fiscal Services Department following the procedures outlined in Articles 20.8.2-20.8.3. Reimbursement of the overpayment will also result in a corresponding reduction in service credit reported to the retirement system (STRS or PERS / Social Security). Income taxes will not be refunded, and must be adjusted when the faculty member files personal income taxes.

19.5 Adjunct / Overload Assignments:

19.5.1 Regular Faculty

- A. Regular faculty will be contacted for each semester and summer session to inquire of their interest in teaching adjunct/hourly overload assignments. Interested regular faculty will have first priority to overload assignments of up to 40% or two complete class sections, whichever is greater. If two or

more requests for the same class are received from faculty within the teaching discipline, the assignments will be distributed equitably to faculty by seniority on a rotation basis. This section is not intended, however, to allow a senior faculty member to select all available adjunct/hourly overload assignments. The term “adjunct/hourly overload assignments” shall include overload assignments in counseling and library services.

- B. No regular faculty member shall exceed his/her regular load in any given semester by more than 67%.
- C. Assignments outside the contract year are not part of the regular workload of faculty. Exceptions may apply in the case of faculty working to eliminate underload status

19.5.2 Adjunct Faculty

- A. Adjunct faculty are limited to teaching a sixty-seven percent (67%) load each semester.
- B. Adjunct faculty with prior satisfactory service will be contacted prior to each semester and summer session to inquire of their interest in teaching adjunct assignments prior to outside/off-campus recruitment.
- 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).)

19.5.3 Adjunct Rehire Rights

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

The Human Resources office will maintain a current discipline-specific priority list of adjunct faculty. Each Division will be provided with an updated

list each year.

- B. Adjunct faculty with priority consideration shall have first right of refusal to continuing assignments to which they have satisfactory service.
- C. Adjunct faculty shall have the right to refuse an assignment in two consecutive semesters only. Refusal of a third consecutive semester assignment shall cause the faculty member's removal from the priority consideration list. Faculty removed from the priority list due to breaks in service will be re-added to the list by completing four terms of satisfactory service as specified in 19.5.3A.
- D. The District will maintain employment of adjuncts on the priority list at the average load fulfilled in the highest two of the last semesters (Fall or Spring) in which the member was offered and accepted any load assignment. Terms during which the member chose not to teach (up to two consecutive semesters) will not be used in calculating the average load. All assignments are contingent on availability of assignments and on the faculty member's interest expressed on the assignment preference form.
- E. Exceptions to assignment priority may be made in the case of courses requiring specialized certification, expertise, training or eligibility, including online assignments.

19.5.4 The intent of this article is to ensure fairness in the scheduling process. This article does not guarantee assignment of specific class times, locations, modalities, or sections. The following provisions shall apply when assigning adjunct faculty on the priority list:

- A. Adjunct faculty on the assignment priority list shall not be denied a load as per 19.5.3D for reasons other than a reduction in the program FTE available for adjunct assignment or two (2) consecutive documented overall less than satisfactory performance evaluations.
- B. When load is reduced in a specific modality for which a faculty member with rehire rights was initially hired (e.g. online or correctional facility assignment), the member may request an assignment in a different modality in the subsequent semester. Upon a positive evaluation in the new modality, the member's rehire rights will apply to both modalities.
- C. No adjunct faculty member without assignment priority shall receive a load unless each individual faculty member on the priority list has been offered an assignment according to 19.5.3D.

- D. The development of a specific work location assignment(s) and hours shall take into consideration the requests of the faculty member in coordination with the Area Dean. The employee's preferences in scheduling (time of day, courses, etc.) shall be given every consideration when consistent with sound educational practices. Assignments that are alleged to violate the intent of this article as stated in 19.5.4 may be grieved.
- E. Adjunct faculty with priority assignment status and with four (4) consecutive terms teaching a course at a consistent time/location may request a written explanation/rationale if their assignment is changed. The adjunct faculty member will be responsible for indicating such status on the Instructor Availability/Preference Form.

19.5.5 Right to an Interview: Adjunct faculty who are currently employed with the District and have earned priority assignment status (see 19.5.3A) shall be given priority consideration to interview for Full-Time positions in their respective disciplines, as follows:

- A. Each hiring committee will determine, based on departmental needs and the size of the applicant pool, how many candidates they will interview.
- B. Adjunct applicants with "priority" status will be ranked first, to comprise no less than 50% of the pool to be interviewed (provided a sufficient number of eligible adjuncts submit complete applications).
- C. Adjunct applicants not selected for interviews in the priority adjunct screening round shall be ranked with the general pool of candidates for potential selection to the interview pool.

19.6 Class Size:

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

19.7 Class Cancellation:

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

1. Before first communication to impacted faculty members, the dean will inform the school coordinator of low-enrolled sections.
2. Within ten (10) business days but no fewer than five (5) days before the first instructional day of the semester, the dean will contact the impacted faculty member by District email regarding the enrollment status of the class.
3. The faculty member has three (3) business days to respond by District email before any action is taken.
4. In the absence of any response by the impacted faculty member within three (3) days, the Dean shall confer with the School Coordinator prior to taking any action.
5. Upon completing the steps above, the dean may proceed with cancellation decisions. In making cancellation decisions, managers shall consider programmatic and educational factors, including but not limited to: requirements for major or program completion, transfer/vocational courses, new course offerings, program maintenance and development, classrooms which hold fewer than the allowable maximum, and the number of sections offered.
6. Nothing in this article precludes the possibility of cancellations or other schedule adjustments occurring at any time prior to the start of the semester, by mutual agreement between the dean and the impacted faculty member.

19.7.2 Courses which are not canceled by the first week of classes or the second meeting, whichever occurs later, shall remain open throughout the duration of the semester.

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

19.8.1 Full Time Instructor:

- A. Instructional hours: Fifteen (15) to thirty (30) hours a week as specified in Section 19.2.1.

- B. Four (4) assigned office hours per week; one hour of which can be on-line. Instructors teaching twenty-three (24.) or more hours per week shall have their assigned office hours reduced proportionately so that the combined teaching hours and office hours will not exceed thirty (30) hours per week. Office hours associated with on-line courses may be offered virtually, but shall be held in real time and correspond to the percentage of the faculty member's workload attributable to on-line instruction, rounded to the nearest half-hour. On-line office hours shall be set Monday through Friday between the hours of 7:00 a.m. and 10:00 p.m. or on Saturday between the hours of 9:00 a.m. and 12:00 p.m.
- C. Campus professional activities and preparation hours shall be the difference between the total of instructional hours plus office hours and twenty-nine (29) hours per week. Campus professional activities include but are not limited to:
 - 1. School meetings (maximum of three hours per month) For each hour a faculty member fails to attend school/department meetings for reasons other than completing professional duties or illness, he/she shall have one hour deducted from his/her leave bank as personal necessity.
 - 2. Meeting administrative timelines and submission of completed and required documents and reports.
- D. The remainder of the forty (40) hours per week shall be used for professional job-related activities at the discretion of the instructor.
- E. It is anticipated that regular faculty will be assigned a five-day workweek. Nothing in this article shall preclude an instructor from being assigned a workload obligation in other than five days a week. A workload less than the five days will be assigned by management in consultation with the faculty member.
- F. 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.

19.8.2 Adjunct Faculty Professional Workload

- A. The professional workload for an adjunct faculty member shall be the actual instructional hours required for course(s) assigned. No office or campus professional activities are required.
- B. The compensation for full semester classes will be calculated by taking the number of weekly hours that the class is scheduled for in section K (Course Outline of Record), multiplying by 16, adding 2 hours for the final exam, then multiplying that total by the published hourly rate.
- C. All adjunct faculty, regardless of schedule and load assignments may be compensated for a maximum of seven (7) hours of Category 3 pay per semester for SLO/SAO development, assessment and data entry.
- D. Optional office hours for adjunct faculty: Adjunct faculty may elect to hold paid office hours. Paid office hours must be requested, in writing, by the faculty within two weeks of the assignment prior to the start of the class(es) to include proposed time and pre-arranged location. Exceptions will be made for late hires. The office hours schedule is subject to the approval of the division dean. Office hours for adjunct faculty shall be provided as follows:
 - 1. Faculty teaching a load of 40% or above are eligible to receive a maximum of 18 paid office hours during the semester.
 - 2. Faculty teaching a 20% to 39% workload are eligible to receive nine (9) paid office hours during the semester.

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

- 19.9 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. At least one (1) Senator from the counseling department shall be able to attend the Senate meeting during FlexCal as will the counseling representative to the Curriculum Committee; this time to be used from the thirty (30) counseling hours.

- 19.9.1 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.
- 19.9.2 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.
- 19.9.3 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. To further clarify the intent, a counselor who teaches a three-credit Category 1 class will use a total of six (6) hours out of their thirty (30) hours of counseling time to meet the obligations of the class. No additional time will be given for the class.
- 19.9.4 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.
- 19.9.5 By mutual consent between management and the counselor, a counselor may volunteer to change, on an annual basis, his/her work year to other than the aforementioned 175 days on an annual basis. In the event there are more volunteers than needed, the assignment shall be made on the basis of seniority. An alternate work year shall be from July 1 through June 30. When setting the schedule for an alternate work year, the Dean and counselor will consider both the needs of the students/department and counselor; however, the days selected will be agreed upon by the Dean and the counselor. If an agreement cannot be reached and the faculty member's request is denied for an academic year, the counselor's leave request will be granted the following academic year. For non-traditional counselors, the ten (10) non-work days (see below) cannot be scheduled during the two (2) weeks prior to the first day of classes through the first week of instruction for the fall and spring semesters. Except for the six (6) weeks just noted for fall and spring semesters, up to ten (10) days may be assigned as non-work days from the non-traditional calendar year based on availability of counselors and department needs (i.e., all such counselors will not be on leave at the same time).
- 19.9.6 Counselors exercising the option of a reduced workload shall work with the dean to proportionately reduce each component of their workload: instructional days, flexible calendar days, and the 10-prorata days.

19.10 Librarians and Learning Resources Center Faculty Workload:

- 19.10.1 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.
- 19.10.2 Librarians and Learning Resources Center personnel may be scheduled by management to serve during the day, evening or a combination thereof. Nothing shall preclude the librarian from completing his/her assigned workload in an untraditional way. A workload change will be assigned by management in consultation with the faculty member and will be based on programmatic and educational considerations.

19.11 Instructor/Coordinator Workload:

- 19.11.1 Workweek: The regular assignment for instructor/coordinators shall be forty (40) hours comprised of:
- Teaching and preparation hours
 - Office hours in proportion to teaching load
 - Hours dedicated to the coordinator assignment
- 19.11.2 Reassigned Time: Instructor/coordinators shall be reassigned from a portion of their teaching duties to perform their duties as outlined in their job descriptions in the coordinator assignment. The amount of reassigned time and the duties to be performed shall be determined by management. A Coordinator assignment of 0.2 FTE, or 20% load, equates to eight (8) hours per week to perform the coordinator duties.
- 19.11.3 Occupational Education (Work Experience) Instructor: The number of work experience students assigned to a work experience instructor/ coordinator shall not exceed the legal maximums. The required seminars are a part of the work experience instructor's load. The formula hour equivalents will be calculated by the following formula on the basis of the number of students enrolled at the fourth week census:
- A. 5-11 students = 3 activity points
 - B. 12-18 students = 6 activity points
 - C. 19-26. students = 9 activity points (20% load)

Per Title 5 of California Education Code, a full-time load must not exceed 126. students. If more than 126. students enroll with a single instructor, overload compensation shall be calculated based on the number of additional students, as expressed in the above formula.

19.12 Counselor/Coordinator Workload:

- 19.12.1 **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.
- 19.12.2 **Reassigned Time**: Counselor/coordinators shall be reassigned from a portion of their counseling duties to perform their duties as outlined in their job descriptions in the coordinator assignment. The amount of reassigned time and the duties to be performed shall be determined by management. The equivalent of 20% reassigned time from counseling duties equate to eight (8) hours of service to perform coordinator duties.
- 19.13 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.
- 19.14 Matriculation Counselor**: The matriculation counselor shall be assigned a work year of 185 days between July 1 and June 30 time frame. By mutual consent between management and the counselor, the matriculation counselor may volunteer to change his/her work year on an annual basis.
- 19.15 EOPS Counselor**: The EOPS counselor shall have the same workweek as counselors except that the EOPS counselor may be assigned to other duties and responsibilities described in the job description.
- 19.16 Cosmetology Instructor Workload**: The regular workload for cosmetology instructors shall be 17 hours equaling 45 activity points including Category 1 lecture hours (15 activity points) and Category 2 lab hours (30 activity points).

ARTICLE 20

SALARIES

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

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

*Metric of comparison: highest earnable non-doctorate salary at 26. years

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

20.1.1 Athletic Coaches:

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

- 20.1.2 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 (Full-Time Faculty):

20.2.1 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 19.5.3
- C. Vocational faculty have one opportunity for selecting academic or vocational placement regardless of status (adjunct, temporary or regular). The placement is irrevocable as referenced in Article 20.2.2B.
- D. The opportunity for initial placement must be verified and submitted to the Human Resources Department within three (3) months of date of hire as referenced in Article 20.2.2D.
- E. Overload Placement: New-hire full-time faculty shall be placed at step 1 in the appropriate class for overload and summer adjunct assignments in accordance with the Adjunct Faculty Salary Schedule, which can be found in the Appendix of this contract.

20.2.2 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. See Article 20.8 for more details.

- B. Within three (3) months of initial employment, a vocational instructor has the option of being placed on either the vocational schedule or the academic schedule. The decision is irrevocable.
- C. Credits shall be in terms of semester units. Quarter units are multiplied by two-thirds (.67) to determine semester units. Units must be granted by an accredited institution as identified in 20.2.1. Units shall be upper division or graduate units. Lower division courses taken prior to employment that are closely related to the discipline to be taught that were taken after the BA or equivalent degree was awarded may be granted salary placement. The faculty member must contact the Vice President of Academic Affairs for consideration.
 - Employees must receive a grade of “C” or better or pass/credit to receive credit for the course.
 - Employees must submit an original transcript to the Human Resources Department to verify completion of course work.
- D. Transcripts and verification of experience to determine placement on the salary schedule must be submitted to the Human Resources Department within three (3) months of the date of hire. If transcripts and/or verification cannot be obtained in three (3) months, an extension may be granted by the Director of Human Resources.

20.2.3 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.

20.2.4 Experience Credit:

A. Full-Time Faculty – Academic Placement:

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

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

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

3. Teaching, counseling, librarian, and appropriate occupational experience may be combined for a maximum initial salary placement of Step 8.
4. Newly employed full-time, regular faculty are eligible to receive salary placement credit for part-time faculty experience. Experience must be from accredited colleges and related to the position hired at Solano Community College District. The faculty member may receive a maximum of three years of step placement for creditable experience approved by the Vice President of Human Resources as follows:
 - Instructor: one year of service credit for 30 semester units (or quarter units) or 700 hours (20 hours per week x 35 weeks)
 - Counselor: one year of service credit for 1,110 hours of counseling experience (185 days x 6 hours per day)
 - Librarian: one year of service credit for 1,236 hours of librarian experience (175 days x 7 hours per day)

B. Full-Time Faculty – Vocational 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. Six (6) years of full-time vocational experience will be deducted from

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

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

20.3 Initial Placement on the Salary Schedule: Adjunct Faculty & Overload Assignments

20.3.1 Adjunct Faculty

- A. New adjunct faculty hires shall be placed at Step 1 in the appropriate Class in accordance with the Adjunct / Overload Faculty Salary Schedule, found in Appendix III of this contract.
- B. Retired Full-Time Solano Community College faculty who return to employment in the District as adjunct faculty shall be placed in the appropriate Class on the Adjunct / Overload Faculty Salary Schedule, starting with the step at which they retired or at Step 8, whichever is lower.
- C. Solano adjunct faculty members who retire from STRS and subsequently return to employment in the District within four semesters shall be placed in the appropriate Class on the Adjunct / Overload Faculty Salary Schedule, starting with the step at which they retired or at Step 8, whichever is lower.

20.3.2 Regular Faculty Overload Assignment

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

compensation for overload hours.

- C. New full-time faculty hires transitioning directly from an adjunct faculty assignment in the previous semester at Solano Community College shall be placed in the appropriate Class on the Adjunct / Overload Faculty Salary Schedule, starting with their previous step on the Adjunct / Overload Faculty Salary Schedule or at Step 8, whichever is lower.

20.4 Faculty Advancement

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

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

20.4.2 Adjunct / Overload Faculty

- A. Regular (overload) faculty will advance at the rate of one (1) step on the Adjunct/ Overload schedules per year of FT experience, with a maximum advancement rate of 1 step per year.
- B. Adjunct faculty will advance at the rate of one (1) step per year, upon the completion of one of the following:
 - Two (2) terms at a 20% load within the 3-term academic year (Fall-Spring-Summer)

- An aggregate of 40% load within the 3-term academic year (Fall-Spring-Summer)
- C. Step advancements will be awarded at the start of the fall semester in each academic year.
- D. Continuing education and summer session instructors shall be compensated for hours of actual instruction in accordance with the provisions of the Adjunct Faculty Salary Schedule.
- E. Concurrent service in the day, evening and summer session program shall be counted as one (1) period of service with a maximum of one (1) year of experience credit granted per academic year.

20.5 Class Advancement on the Regular and Adjunct Salary Schedules: Faculty are eligible for annual salary adjustments once each year at the beginning of the fall semester.

- 20.5.1 Any faculty member on the Academic Track may achieve class advancement by satisfying the qualifications for the higher class as listed at the top of the Regular Salary Schedule or the Adjunct Faculty Salary Schedule and by meeting the other appropriate criteria as listed in this agreement. Any faculty member on the Vocational Track may achieve class advancement by satisfying the qualifications for the higher class as listed on the Vocational Track and by meeting the other appropriate criteria as listed in this agreement.
- 20.5.2 Upper division and graduate credit will be accepted from accredited institutions as defined by section 20.2.1 and 20.2.1C.
- 20.5.3 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.
- 20.5.4 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 section 20.5.3.

20.5.5 Compensation for an Earned Doctorate: Faculty with an earned doctorate from an accredited institution of higher learning shall be placed in Class 5 at the appropriate step of the Regular Faculty Salary Schedule. In order to receive Class 5, the following must occur:

- A. The faculty member must complete the doctoral program (to include completion of all coursework, examinations, and filing of dissertation) no later than the start of the academic year in which the advancement to Class 5 is granted.
- B. The faculty member must provide official documentation from the granting college or university indicating the doctoral degree has been completed as noted above prior to October 1.
- C. The doctoral degree must be accredited in accordance with Article 20.2.2.
- D. The official award/conferred date of the doctoral degree can be no later than the end of the fall semester in the year in which the classification is received.
- E. The faculty member must submit an official transcript to confirm the above no later than the end of the academic year in which the stipend was received.

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

- A. The Class Advancement Committee shall be established for the purpose of recommending to the Vice President of Academic Affairs, acceptance or denial of class advancement credit requests for non-traditional professional improvement.
- B. The Class Advancement Committee shall consist of: three (3) members representing the Association and three (3) members representing the District. The Vice President of Academic Affairs shall function as a tie-breaking member. The committee shall select its own chairperson.
- C. The following 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.

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

- b. Adult Education – one (1) unit for each thirty-six (36) hours of course work.
- c. Lower Division Credit Courses – one (1) unit for each unit of earned credit. Prior approval of the Class Advancement committee is required for all work in this category. Courses that are normally taught by the instructor or coursework taken as part of their earned degree or which they are qualified to teach are generally not approved for credit. Credit is generally approved for areas of new technology, new techniques, or which will be used to enhance curriculum, etc.
- d. Workshops / Seminars – one (1) unit for each thirty-six (36) hours of a workshop or seminar that does not carry CEU's. Employee must supply evidence of the number of hours in order to calculate the credit. This can be done by providing a written verification from the sponsor, or an agenda showing the time schedule. Credit is not awarded for registration or meals unless the meal is part of the program which includes speakers, presentations, etc.
- e. Professional Experience – one (1) unit for each sixty (60) hours of new experience directly related to the teaching discipline. Prior approval of the Class Advancement Committee is required for all work in this category. Maximum 6 units per column advancement.

f. Publications (12-unit maximum in this category):

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

20.6 Financial Report: The Vice President of Finance and Administrative Services will make available a written financial report to the Association by the third Monday of each month, current to the end of the previous month. The first report will be given for the month of September (reported on the third Monday of October) and ending with the month of May (reported on the third Monday of June). The Vice President will meet and discuss each report with an Association representative. Additional reports will be available at the close of the year, as presented to the Governing Board. Additional information will be available for inspection by the Association in the Business Office. Such information will be printouts, source documents for transactions, and fiscal bulletins from the Chancellor's Office.

20.7 Longevity:

20.7.1 Regular faculty are eligible to receive a longevity stipend for regular service to the district as stated below:

- \$1,500 at the beginning of the 15th year of service to the district
- \$3,000 at the beginning of the 20th year of service to the district
- \$4,500 at the beginning of the 26.th year of service to the district

20.7.2 The stipends are non-accumulative. Eligible faculty will begin receiving the stipend in the fall semester in the year after the employee completes 14, 19, and 25. years of service to the district. (For example, a faculty member who completes 14 years of service in May will begin receiving the \$1,500 stipend in the following August).

20.8 Repayment of Money Owed to District: If monies are paid to an employee in excess of the appropriate amount, the employee is liable and responsible to repay the overpayment to the District. The employee shall bring the overpayment to the attention of the District Payroll Office as he/she discovers the overpayment. When the District discovers the error, the Payroll Office shall notify the employee of the amount and nature of the overpayment. The parties agree to the same four-year statute of limitations based on Civil Code regarding overpayments except in cases of fraud or other criminal intent.

20.8.1 If any one of the following conditions applies, the money owed to the District shall be deducted from the next payroll warrant scheduled to be paid to the employee:

- A. If the employee is notified of the error within seven (7) working days of the date the overpayment is made, followed up by written confirmation from the District; or
- B. If the overpayment is \$200 or less; or
- C. If the overpayment is the result of overuse of leave privileges; or
- D. If the overpayment is an extraordinary amount that the employee would have reasonably been expected to recognize.

20.8.2 Any overpayment amount or condition not falling into any of the above categories will be deducted from future salary warrants at a minimum rate of twenty percent (20%) of the employee's monthly gross pay or the agreed-upon repayment terms.

- A. If an employee terminates employment with the District before the overpayment has been repaid, the remaining balance owed to the District will be deducted in full from the final pay warrant. If the amount owed exceeds the final pay warrant, the remaining amount due shall be repaid to the District within thirty (30) days.
- B. During any period that the employee is not receiving monthly salary payments, the employee will continue any repayment plan by remitting the

appropriate payment to the District Payroll Office by the fifth day of each month.

- 20.8.3 Requests for alternate payment plans may be submitted to the Vice President, Finance & Administration. The decision to allow an alternate payment plan shall be based on any factors deemed relevant by the Vice President, Finance & Administration.
- 20.8.4 Disputes regarding overpayments shall be subject to the grievance procedure at Step 3 only. There shall be no appeal to an arbitrator or the Board.
- 20.8.5 The District and/or the employee, without SCFA representation, may pursue other legal methods of resolution of a dispute regarding the debt.
- 20.8.6 Nothing in this article shall preclude an employee from voluntarily agreeing to repayment of the debt in larger increments than stated herein.

ARTICLE 21 COMMUNICATION

21.1 District Communication Policy:

21.1.1 Communication between the College and Faculty:

The college will email faculty through the Solano College email system. Campus email will be the primary mode of communication for all matters pertaining to college business, especially assignments.

21.1.2 Email Response Times:

- A. Faculty shall respond to emails offering work assignments within three business days during the regular contract year. If a faculty member does not respond to an assignment offer within three business days, the dean may offer the assignment to another instructor.
- B. Faculty are encouraged to check their college email regularly during break periods.
- C. Faculty shall respond to communications offering work assignments within five business days during non-contract periods, except as indicated below (iv.). If the communication pertains to an offer of an additional workload assignments, the supervising manager shall attempt to contact the member by phone as well as by email. If a faculty member does not respond to an assignment offer within five business days, the dean may offer the assignment to another instructor.
- D. For emergency staffing needs within the final week before the start of classes, deans shall offer assignments to instructors via email plus a phone call. If a faculty member does not respond to an assignment offer within 24 hours, the dean may offer the assignment to another instructor.

21.2 Canvas Requirement:

All faculty assigned to teach online or hybrid classes are required to use Canvas as the Learning Management System (LMS).

For face-to-face and correspondence courses, all instructors must use the Canvas eCompanion shell to post, at minimum, the following information for students:

- Course syllabus
- Gradebook

ARTICLE 22

HEALTH AND WELFARE BENEFITS

22.1 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:

22.1.1 Heath Insurance: The District offers a variety of medical insurance plans through CalPERS. Full-time employees are eligible for employee only, +1, or family plans. Regardless of the plan selected by the employee, each employee will contribute \$150 per month (12 months; annual contribution = \$1,800) toward the medical insurance premium; the balance and all administrative fees will be paid by the District.

22.1.2 Dental Insurance: Delta Dental Service, dental care plan now in effect (annual maximum \$2,500); the District pays all premiums and administrative fees.

22.1.3 Vision Care: Vision Service Plan C; the District pays all premiums and administrative fees.

22.1.4 The District shall pay all premiums and premium increases as indicated above for the above-mentioned plans during the life of this agreement for full-time employees working 100% workload.

22.1.5 The District will provide a \$10,000 life insurance policy for regular faculty.

22.1.6 Domestic Partners: The parties acknowledge domestic partners, as defined by the California Family Code section 297, are eligible for medical, dental and vision coverage.

22.1.7 Voluntary Eligibility Reduction of Health Insurance Coverage: Any employee who has dual coverage for medical insurance may convert the District's medical contribution to one of the following:

- A \$1500 annual contribution (or employee's pro rata share thereof) to a District paid tax-sheltered annuity plan of their choice, or;
- Cash in lieu option, to be included as income (subject to all taxes) and distributed monthly

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

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

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

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

22.2 Adjunct Faculty: Adjunct faculty may purchase health and welfare benefits, at their expense, to the extent permitted by the District's health and welfare benefits carrier and/or broker. This agreement shall in no way obligate the District to expend any funds towards health and welfare benefits for adjunct faculty, nor shall it require the District to change health and welfare benefits carriers or brokers or modify any existing plan or program if the result would be in an increase in the overall amount paid by the District for existing health and welfare benefits.

22.2.1 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.

22.3 Regular employees who work more than 60% but less than 100% shall pay a pro-rated share of the premium cost of their Health and Welfare Benefits (i.e.; these 60%+ workload employees shall be eligible for the same benefits, at the direct pro-rated costs, of a full-time employee). Faculty on a reduced workload with full retirement credit, per Article 10.2, shall receive full insurance coverage as specified in Section 10.2.2.

22.4 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.

22.5 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.

22.6 IRS Section 126. Flexible Benefit Plan:

22.6.1 The IRS Section Flexible Benefit Plan as offered by American Fidelity will be in accordance with its regulations made available to regular faculty. The three plans are premium conversation, dependent care, and medical reimbursement. Participation is based on the following:

- A. Employee will pay the monthly administrative costs
- B. Limit of \$2,400 for medical reimbursements provided the third-party administrator assumes all liability up to \$2,400 for medical reimbursement

ARTICLE 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, the number of instructional days and the number of Flexible Calendar days may vary according to the constraints of state mandates, however, there will be no more than seven (7) Flexible Calendar days with no more than two (2) required days and no more than five (5) optional days. The distribution of the instructional and Flexible Calendar days may also vary from semester to semester and year-to-year to meet state mandates. The seven (7) days will be divided as follows:

23.2.1 Two (2) required days, one of which will be at the beginning of each semester for "all District/school/department/division/area" activities as provided by Title 5 and AB 1726. New contract faculty are required to attend a staff orientation day during the first year of employment (will count as one optional flex day).

23.2.2 Five (5) optional flexible days for on-campus or off-campus activities as specified in individual contracts with written approval of the Dean. The activities will be based on FlexCal criteria as identified in Title 5.

23.2.3 Participation at commencement shall count for four optional flex hours.

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

23.2.5 Adjunct FlexCal: Adjunct faculty are not required to complete any Flexible Calendar hours or activities. However, the college encourages the participation of all faculty in campus dialogues and professional development activities, and will compensate adjunct faculty for their participation as follows:

- A. Each adjunct faculty member shall be eligible for up to six (6) hours of Category 3 pay in each semester of employment, for participation in any combination of: campus-sponsored Flex activities (on campus or online), department meetings, and division meetings, completed within the respective semester.
- B. Each adjunct faculty member shall, in addition, be eligible for 3 hours of Category 3 pay per .20 FTE of load assignment, per semester, for participation in any combination of the activities outlined in part A, or for non-SCC professional development activities pre-approved for Flex credit by the supervising dean.

Examples:

- An adjunct instructor with a .40 FTE assignment in a given semester would be eligible, in that semester, for 6 hours of campus-sponsored Flex activities and/or meetings per Part A, plus an additional 6 hours for use in on- and/or off-campus Flex-eligible activities per Part B.
- An instructor with a .10 FTE assignment in a given semester would be eligible, in that semester, for 6 hours of campus-sponsored Flex activities and/or meetings per Part A, plus an additional 1.5 hours for use in on- and/or off-campus Flex-eligible activities per Part B.

C. All adjunct Flex hours will be paid at the end of the semester, upon the timely submission of Flex forms signed by the supervising dean.

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 23.2.2. A copy of the agreement will be submitted to the immediate supervisor no later than November 1 for the fall semester and may be updated no later than March 1 for the spring semester. If a full-time faculty member elects to do an individual project, a time line including specific dates for the project completion and agreed upon documentation of the project will be included in the agreement. Activities may include specific in-service days and/or individual faculty projects as designated in 23.2.2 and may be completed anytime from July 1 through June 30 of a given year. Documentation of attendance on in-service days and of individual faculty projects must be completed no later than June 30 of a given year. Regular faculty not completing the flexible activities can use appropriate leave for each full day of missed activities. Partial days that are missed will result in proportionate deductions of the above leaves in proportion to time missed. When flexible activities cannot be completed as originally planned, the District and faculty member will determine an appropriate substitute activity.

23.4 Observance of Holidays: Holidays shall be observed on the dates established by law and by Governing Board designation. If a designated holiday falls on a Saturday, the Friday preceding said day shall be considered the legal holiday. If a designated holiday falls on Sunday, the Monday following said day shall be considered the legal holiday. The District will observe the following holidays (non-instructional days):

- Labor Day
- Veteran's Day
- *Day before Thanksgiving Day
- Thanksgiving Day
- Friday immediately following Thanksgiving Day
- Christmas Day
- New Year's Day

- Martin Luther King Jr. Day
- Abraham Lincoln's Birthday
- President's Day
- Memorial Day
- Independence Day

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

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

ARTICLE 24

TRAVEL / CONFERENCES

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

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

- 24.2 Automobile Expenses:** If the faculty member uses his/her own vehicle for pre-approved travel, the District shall provide reimbursement at the mileage rate approved by the IRS for any miles in excess of the member's normal commute during contractual days and other assigned workdays. On other days, faculty members shall be reimbursed at the mileage rate approved by the IRS for all miles incurred.

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

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

ARTICLE 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

REASSIGNED-TIME ASSIGNMENTS

- 27.1** Reassigned time assignments to perform duties assisting the District in carrying out its responsibilities are determined by the District. There are various assignments that can be established and terminated at any time by the District. The assignments may include, but are not limited to, division coordinators, coordinators for a specific function (such as, criminal justice, Vacaville center, online education and learning communities). Management retains the right to determine the assignments, the duties to be performed, and how the assignments will be performed.
- 27.2** In the case that an adjunct faculty member is hired into a coordinator position, the expected workload and compensation ration = 8 hours / week per 20% of load assigned.
- 27.3** The reassigned 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 reassigned time (coordinators and all others) which shall include the percentage of reassigned time.
- 27.5** **Job Descriptions:** The District agrees to develop job descriptions in a timely manner with input from CTA for all reassigned time assignments. In obtaining the input, the appropriate faculty will be involved. For example, if the assignment is division specific, division faculty will be involved. If the assignment is a district-wide function such as Ethnic Studies Coordinator, the faculty in the related disciplines will be involved. After the job descriptions are developed, a copy will be provided to the CTA president.
- 27.6** **Recruitment / Selection:** Reassigned assignments will be advertised for ten (10) days and shall include the job description. All regular faculty who meet the minimum qualifications and submit the required documents by the deadline date will be interviewed. Division assignments will be advertised by the division Dean and District-wide and tenure-track assignments will be advertised by the Human Resources department. The interview committee structure will be as follows:
- 27.6.1** **Tenure-track assignments:** In accordance with the faculty hiring procedures.
- 27.6.2** **Division assignment:** The interview committee will include the Dean and two faculty. The division faculty will select the two faculty members.
- 27.6.3** **District-wide assignment:** The Academic Senate President will appoint three faculty members. The appropriate Vice President will appoint two managers.

All faculty interview committee members shall be regular faculty.

27.7 Terms of Assignment: The items are as follows:

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

ARTICLE 28

STIPEND-PAID ASSIGNMENTS

28.1 Academic Senate: The District agrees to compensate a total of three (3) adjunct faculty on the Academic Senate and Curriculum Committees. Each adjunct shall be paid a stipend of \$1,000 per year (\$500 per semester) for their active participation.

28.2 Peer Reviews: Peer evaluation is a mandatory component of the faculty evaluation process. Evaluation teams will include two (2) peer evaluators for Contract and Tenured faculty, and one (1) peer evaluator for Adjunct faculty, selected according to the processes detailed in the Faculty Peer Review Handbook.

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

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

28.3 Honors:

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

28.3.2 Stipend:

- A. Instructors who teach honors will be paid a maximum stipend of \$200 per student to a maximum total payment of \$400 per semester subject to the conditions of 28.3.2B in accordance with the following:
 - \$200 for 3 units
 - \$132 for 2 units
 - \$66 for 1 unit
- B. If the number of honors projects exceeds the amount of funds available, pay for qualified projects will be pro-rated among faculty based on the number of honors projects each academic year and the number of students per instructor.
- C. If all available funds are not used in one year using the above guidelines, the remaining money will be added to the honors program budget in the following year.

- D. Instructors will be paid in the June paycheck for any honors work completed in the preceding academic year.
- E. The stipend will not be awarded if the student drops the honors class within the first six weeks of the semester.

28.3.3 Conditions for Stipend:

- A. Honors is considered an overload assignment for a regular instructor and included in a regular load of an adjunct instructor.
- B. The maximum workload credit for any instructor teaching honor students cannot exceed 1.5 activity points in any one semester regardless of the number of honors students being served by the instructor. The instructor must work with honors students independently for a minimum of 6 hours for one unit (.5 activity point workload credit); 12 hours for two units (1.0 activity point workload credit); and 18 hours for three units (1.5 activity point workload credit).
- C. An instructor will not be paid for students who receive honors credit by working within an instructor's already assigned class or classes.
- D. Students must be eligible for honors work in accordance with Curriculum Committee guidelines.

28.3.4 Timeline for Process and Approval of Honors Work:

- A. The student and instructor mutually agree to work on an independent study project.
- B. A contract for work to be completed is developed between the student and the instructor and forwarded to and received by the division Dean for action by no later than the eighth day of the semester in which the work is to be performed. Contracts submitted and/or received by the division Dean after this date will not be eligible for the honors stipend. The contract must include at least the following: documentation of eligibility of student; learning objectives; work to be employed; method(s) of evaluation; instructor-student meeting schedule; number of students requested plus hours needed to complete them; signatures of student, instructor and division Dean.
- C. The division Dean will approve/disapprove proposal by no later than the first day of the third week of classes.

- D. The division Dean will be responsible for certifying the completion of honors programs to the Human Resources Department no later than June 1 to be eligible for payment.

28.4 Faculty Mentoring Pilot Program: The District agrees to pilot a mentorship program for new faculty pending the development of such program by the Academic Senate. The pilot program will be limited to no more than one mentor per school, not to exceed \$2,000 per year per mentor.

ARTICLE 29

AGREEMENTS WITH OUTSIDE AGENCIES

29.1 Early / Middle College Program: The District and Faculty Association agree as follows to the Early/Middle College Program (or similar programs) between the District and any Unified School District:

- Only Solano Community College faculty will teach Solano Community College (SCC) courses or college-level courses
- Middle college students will be subject to Board policies regarding discipline and attendance/participation
- Course curriculum at Solano Community College will not change due to the presence of underage students
- Solano faculty advisors of any clubs or activities in which middle college students participate will not be responsible for underage students
- Middle college students may be involved in faculty evaluations
- Either party may open middle college up for reconsideration at any time

29.2 Instruction at California State Prison, Solano: The District and Faculty Association agree as follows to the working conditions represented by a teaching program on site at California State Prison (CSP), Solano, located in Vacaville, CA.

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

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

29.3 Corrections Education Program: The District and Faculty Association agree as follows to establish a Corrections Education Program

- A. Unit members will not be required to accept any assignment at any correctional facility unless hired specifically for such assignments, as indicated by the job announcement.
- B. Procedures required at correctional facilities take additional time beyond the normal arrival and departure time for typical teaching duties. Faculty assigned to teach in correctional facilities shall therefore be compensated for an additional 1 hour per visit to a correctional facility work assignment, to be paid at the appropriate Category 3 rate as a lump-sum stipend at the end of the semester of the assignment, as documented by timesheets turned in to the supervising dean. These additional hours do not count toward workload calculations.
- C. Adapting a course for instruction within a prison or correctional facility requires faculty to revise instructional materials. *Continuing faculty* shall be paid a stipend of \$650.00 per class for the time necessary to make these revisions. This additional compensation shall be issued one time only, the first time* a given instructor is assigned to adapt a new class for offering in a correctional facility. The stipend shall be paid as a lump sum on the first pay warrant of the term in which the class runs.

* "First time" shall be defined as the first (or next) time following the implementation of this agreement (i.e. in Spring 2020 or later).

An instructor who has already received the stipend for converting a class to face-to-face offering in a correctional facility shall not receive a second stipend for converting that class to correspondence modality, or vice-versa.

- D. Prior to beginning their assignments, all unit members who have accepted assignments in the Inmate Education Program may be required to participate in training conducted by the CA Dept. of Corrections and Rehabilitation. The frequency of training will be determined by the CA Dept. of Corrections and Rehabilitation. Members will be compensated by the District at the current Category 3 overload rate per hour of such training any time it occurs, as documented by timesheets submitted to the supervising dean.
- E. Unit members who provide services are required to comply with established laws, regulations, and rules governing the correctional facilities including those set forth by the Department of Corrections. This includes fingerprinting, background checks, and limitations on the types of materials that can be brought into the prisons. The expense of any necessary testing not administered by the college or the prison shall be covered by the community college district. This includes the faculty member's time in having the tests done, which shall be paid at the faculty member's Category 3 overload rate.

- F. Total compensation for requirements outlined in sections E & F above shall not exceed six (6) hours at the Category 3 rate.
- G. Prison officials reserve the right to terminate a unit member's service at any time during a teaching or non-teaching assignment if the unit member is found to be in violation of prison rules and regulations, or if services are not being provided in a manner appropriate to the incarcerated student population. Only in such cases where the cause for termination of services also violates District policies and procedures could such assignment termination be grounds for District employee discipline procedures. The unit member will be paid only for services that were provided prior to the termination.
- H. Disciplinary actions or dismissals administered by correctional facility staff for failure to adhere to the rules and regulations of the facility will not be used in regular District evaluations of the unit member's performance. However, per Article 19.5.4B, "[Adjunct] faculty who have been asked not to return to a host location for reasons of performance or conduct cannot displace another adjunct with assignment priority to restore load lost in the impacted sections."
- I. In the unlikely event of a lockdown or other similar situation requiring the teaching unit member to remain at the prison facility beyond the time allotted to the class session, the unit member will be compensated by the District for the additional time at the current overload rate. The unit member shall keep track of any such extra time during the semester and submit the documentation, validated and signed by the Inmate Education Program Director, to the District at the end of each month for extra duty payment.
- J. If a unit member is assigned work hours on the same day at a correctional facility and another District site, the assignments must be scheduled with a passing period that is at least equal to twice the average travel time, or one (1) hour, whichever is greater. Insufficient travel time between sites is considered an unsafe working condition. Unit members are entitled to reimbursement for travel expenses for mileage between sites on the same day.
- K. All required safety and instructional materials for faculty shall be provided by the District.

APPENDIX I-A COORDINATOR EVALUATION FORM



Faculty Coordinator Performance Evaluation

Name: Date:

Coordinator Role:

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 EXPECTED (quality/quantity)

**Evaluators must explain any rating of less than 2 in the comments section*

Coordinator Effectiveness

Evaluator Observations:

	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 in 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"/>
22. Exercises good judgement in the management and use of facilities, equipment & supplies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23. Attends required meetings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24. Provides information for budget development and monitors expenditures as needed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Overall Coordinator Effectiveness

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

RATING			
(1)	(2)	(3)	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments by Evaluators
(Attach additional sheets if needed)

Recommendation

Check one of the choices below:

1. ☐ Not recommended for continued employment
2. ☐ Continued employment contingent upon correction of noted recommendations for improvement
– Any rating of lower than 2 in the overall categories must include recommendations for improvement (include or attach to evaluation)
3. ☐ Recommended for continued employment

Comments by Faculty Member
(Attach additional sheets if needed)

Note: Attach a copy of the student evaluation summary.

Signature of Employee: _____ Date: _____

Signature of Administrator: _____ Date: _____

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

APPENDIX I-B COUNSELOR EVALUATION FORM



Counselor Performance Review

Name: _____ Employee ID #: _____

Department/Discipline: _____ Date(s) of Review: From _____ To _____

Tenure-Track Contract Year ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ Tenured ☐ Adjunct ☐ Temporary/LTT ☐ Other

Please check the appropriate box which best describes the employee's performance:

PROFESSIONAL RESPONSIBILITIES

	Satisfactory	Needs Improvement	Unsatisfactory
1. Communicates clearly, and effectively with students and other members of the college community, both in-person and digitally.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Adjusts counseling approaches to meet the diverse needs of students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Provides clear information and guidance to students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Promotes an inclusive environment that is free from harassment, prejudice, or discrimination.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Is approachable by students and helps them to feel comfortable asking for assistance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Interacts with students and colleagues across employee groups respectfully, positively, and constructively.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Develops appropriate and accurate information for students, including education plans, academic petitions, informative multi-media/handouts, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Maintains current knowledge of field in performance of assignment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Demonstrates evidence of preparation in area of assignment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Demonstrates evidence of participation in professional growth and development activities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Demonstrates evidence of participation in college service activities. (<i>Not required for adjunct faculty</i>). Flex activities meet a contractual obligation and are not considered college service.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Participates in peer review process and serves on peer review committees when requested (<i>not required for adjunct faculty</i>).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Meets obligations on time (e.g., student appointments, schedules, student follow-up etc.).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Demonstrates flexibility in providing coverage to meet the needs of the department.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Meets required schedule.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Overall Rating (Must be consistent with the factor rating, although there is no prescribed formula for compiling the overall rating.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SOURCES OF INFORMATION ON WHICH REVIEW IS BASED

- ☐ Self-Study ☐ Student Evaluation of Faculty Performance
☐ Worksite/Classroom Observation ☐ Other: _____

COMMENTS

As performance review is a continuous process, recommendations and commendations should be reduced to writing in the space below. If necessary, provide additional comments and/or recommendations for improvement on a separate sheet of paper and attach it to this document. **Specific recommendations for improvement must be given for each number listed in the PROFESSIONAL RESPONSIBILITIES section above marked "Unsatisfactory" or "Needs Improvement."**

RECOMMENDATION OF PERFORMANCE REVIEW COMMITTEE

- ☐ **Tenured Faculty**
☐ Faculty member has successfully completed their performance review. Next review date (3 years): _____
☐ Faculty member will be reviewed again within the next two semesters to review progress made on recommendations above.

- ☐ **Tenure-Track Faculty**
(Note: An overall rating of "Needs Improvement" or "Unsatisfactory" for tenure-track faculty may lead to a recommendation to not be offered a subsequent contract or not be granted tenure.)

- ☐ 1st year review; offered a second-year contract. ☐ Not offered a contract.
☐ 2nd year review; offered a third- and fourth-year contract. ☐ 3rd year review
☐ 4th year review; granted tenure. ☐ Not granted tenure.

- ☐ **Adjunct Faculty**
☐ Rehired for service as needed. ☐ 1st semester review ☐ 2nd semester review ☐ Regular review (every 6 semesters)

Peer Evaluator #1: _____ Peer Evaluator #2: _____

Employee Signature: _____ Date: _____
(I understand that I may submit a written statement to the Human Resources Office that will be attached to this performance review.)

Administrator Signature: _____ Date: _____

APPENDIX I-C

INSTRUCTIONAL FACULTY EVALUATION FORM



Faculty Performance Review

Name: _____ Employee ID #: _____

Department/Discipline: _____ Date(s) of Review: From _____ To _____

Tenure-Track Contract Year ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ Tenured ☐ Adjunct ☐ Temporary/LTT ☐ Other

Please check the appropriate box which best describes the employee's performance:

PROFESSIONAL RESPONSIBILITIES

Teaching Skills and Learning Environment

	Satisfactory	Needs Improvement	Unsatisfactory
1. Communicates clearly, and effectively with students and other members of the college community, both in-person and digitally.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Adheres to the approved course outline and effectively assesses the student learning outcomes as stated in the approved course outline.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Employs a variety of successful pedagogical approaches to learning.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Provides clear course information, assignments, grading criteria, expected turnaround time and directives to students, including an introduction to the class.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Interacts with students and colleagues across employee groups respectfully, positively, and constructively.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Promotes an inclusive classroom or workplace environment that is free from harassment, prejudice, or discrimination.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Instructional Organization and Planning

7. Provides for each student a current course syllabus consistent with the approved course outline for each course taught (a copy of which will be maintained each year in the area/division office) and provides a copy to the appropriate administrator by the end of the second week of the term for 16-week classes and end of first week for 8-week classes.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Provides students with timely grading on assignments/assessments. Informs students of grades/academic status on a regular basis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Maintains required office hours (may not be applicable to adjunct faculty); makes oneself available to students; meets classes as assigned.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Meets obligations on time; e.g., grades, requisitions, schedules, textbook orders, rosters, syllabi, SLOs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Professional Growth and Currency

11. Maintains current knowledge of field in performance of assignment. Demonstrates evidence of preparation in area of assignment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Demonstrates knowledge and application of appropriate teaching tools and resources, including current trends and technology.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Demonstrates evidence of participation in professional growth and development activities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

College-Wide Participation and Collegiality

14. Demonstrates evidence of participation in college service activities. (Not required for adjunct faculty). Flex activities meet a contractual obligation and are not considered college service.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Effectively plans, implements, promotes, evaluates, and accepts feedback on department programs and services.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Participates in peer review process and serves on peer review committees when requested (not required for adjunct faculty).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Overall Rating

(Must be consistent with the factor rating, although there is no prescribed formula for compiling the overall rating.)

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------

SOURCES OF INFORMATION ON WHICH REVIEW IS BASED

- ☐ Self-Study ☐ Student Evaluation of Faculty Performance
☐ Worksite/Classroom Observation ☐ Other: _____

COMMENTS

As performance review is a continuous process, recommendations and commendations should be reduced to writing in the space below. If necessary, provide additional comments and/or recommendations for improvement on a separate sheet of paper and attach it to this document. **Specific recommendations for improvement must be given for each number listed in the PROFESSIONAL RESPONSIBILITIES section above marked "Unsatisfactory" or "Needs Improvement."**

RECOMMENDATION OF PERFORMANCE REVIEW COMMITTEE

- ☐ **Tenured Faculty**
☐ Faculty member has successfully completed their performance review. Next review date (3 years): _____
☐ Faculty member will be reviewed again within the next two semesters to review progress made on recommendations above.

- ☐ **Tenure-Track Faculty**
(Note: An overall rating of "Needs Improvement" or "Unsatisfactory" for tenure-track faculty may lead to a recommendation to not be offered a subsequent contract or not be granted tenure.)

- ☐ 1st year review; offered a second-year contract. ☐ Not offered a contract.
☐ 2nd year review; offered a third- and fourth-year contract. ☐ 3rd year review
☐ 4th year review; granted tenure. ☐ Not granted tenure.

- ☐ **Adjunct Faculty**
☐ Rehired for service as needed. ☐ 1st semester review ☐ 2nd semester review ☐ Regular review (every 6 semesters)

Peer Evaluator #1: _____ Peer Evaluator #2: _____

Employee Signature: _____ Date: _____
(I understand that I may submit a written statement to the Human Resources Office that will be attached to this performance review.)

Administrator Signature: _____ Date: _____

APPENDIX I-D LIBRARIAN EVALUATION FORM



Librarian Performance Review

Name: _____ Employee ID #: _____

Department/Discipline: _____ Date(s) of Review: From _____ To _____

Tenure-Track Contract Year ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ Tenured ☐ Adjunct ☐ Temporary/LTT ☐ Other

Please check the appropriate box which best describes the employee's performance:

PROFESSIONAL RESPONSIBILITIES

	Satisfactory	Needs Improvement	Unsatisfactory
1. Demonstrates knowledge and application of appropriate information tools and resources, including current trends and library technology.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Contributes to building, organizing, accessing, and maintaining library collection.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Supports information literacy needs across the curriculum.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Employs a variety of successful pedagogical approaches to learning.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Communicates clearly and effectively with students and other members of the college community, both in-person and digitally.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Promotes an inclusive classroom or workplace environment that is free from harassment, prejudice, or discrimination.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Is approachable by students and helps them to feel comfortable asking for assistance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Interacts with students and colleagues across employee groups respectfully, positively, and constructively.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Works cooperatively and effectively with library faculty and staff.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Meets obligations on time; e.g., reports, product/service analysis, records, planning documents, orders, schedule requests, projects.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Maintains work schedule, in consultation with other library faculty, staff and library manager.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Demonstrates flexibility in providing coverage to meet the needs of the department.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Effectively plans, implements, promotes, evaluates, and accepts feedback on department programs and services.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Functions effectively with minimal supervision.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Demonstrates evidence of participation in professional growth and development activities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Demonstrates evidence of participation in college service activities. <i>(Not required for adjunct faculty).</i> Flex activities meet a contractual obligation and are not considered college service.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Participates in peer review process and serves on peer review committees when requested <i>(not required for adjunct faculty).</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Overall Rating <i>(Must be consistent with the factor rating, although there is no prescribed formula for compiling the overall rating.)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SOURCES OF INFORMATION ON WHICH REVIEW IS BASED

- ☐ Self-Study ☐ Student Evaluation of Faculty Performance
☐ Worksite/Classroom Observation ☐ Other: _____

COMMENTS

As performance review is a continuous process, recommendations and commendations should be reduced to writing in the space below. If necessary, provide additional comments and/or recommendations for improvement on a separate sheet of paper and attach it to this document. **Specific recommendations for improvement must be given for each number listed in the PROFESSIONAL RESPONSIBILITIES section above marked "Unsatisfactory" or "Needs Improvement."**

RECOMMENDATION OF PERFORMANCE REVIEW COMMITTEE

- ☐ **Tenured Faculty**
☐ Faculty member has successfully completed their performance review. Next review date (3 years): _____
☐ Faculty member will be reviewed again within the next two semesters to review progress made on recommendations above.

- ☐ **Tenure-Track Faculty**
(Note: An overall rating of "Needs Improvement" or "Unsatisfactory" for tenure-track faculty may lead to a recommendation to not be offered a subsequent contract or not be granted tenure.)

- ☐ 1st year review; offered a second-year contract. ☐ Not offered a contract.
☐ 2nd year review; offered a third- and fourth-year contract. ☐ 3rd year review
☐ 4th year review; granted tenure. ☐ Not granted tenure.

- ☐ **Adjunct Faculty**
☐ Rehired for service as needed. ☐ 1st semester review ☐ 2nd semester review ☐ Regular review (every 6 semesters)

Peer Evaluator #1: _____ Peer Evaluator #2: _____

Employee Signature: _____ Date: _____
(I understand that I may submit a written statement to the Human Resources Office that will be attached to this performance review.)

Administrator Signature: _____ Date: _____

**APPENDIX I-E
PEER EVALUATION FORMS**



Peer Performance Evaluation

Name: _____ Date: _____

Instructional Program or Discipline: _____

Evaluating Peer: _____

Status: ☐ Contract Year 1 ☐ Contract Year 2 ☐ Contract Year 3 ☐ Contract Year 4 ☐ Tenured

Classroom Visitation Date(s): _____ Time: _____

Specific Course Name: _____

1. Plans for and is well-prepared to teach.

COMMENTS:

2. Provides organized and effective delivery of instruction.

COMMENTS:

3. Courteous to and approachable by students.

COMMENTS:

4. Demonstrates sensitivity to students from diverse backgrounds.

COMMENTS:

5. Able to relate with students and command their respect.

COMMENTS:

6. Stimulates student participation. COMMENTS:
7. Instruction is consistent with the stated and approved goals and content of the course. COMMENTS:
8. Shows enthusiasm for the subject matter. COMMENTS:
9. Uses effective motivation to create student desire to learn the subject/skill(s). COMMENTS:
10. Makes effective use of teaching aids and materials. COMMENTS:
ADDITIONAL COMMENTS:

Signature of Evaluator: _____ Date: _____



Peer Performance Evaluation for Counselors

Name: _____ Date: _____

Evaluating Peer: _____

Status: ☐ Contract Year 1 ☐ Contract Year 2 ☐ Contract Year 3 ☐ Contract Year 4 ☐ Tenured

1. Builds rapport with the student.

2. Identifies and meets primary goal(s) of the counseling session.

3. Provides clear, organized, and effective guidance for student.

4. Demonstrates sensitivity in working with diverse students and abilities.

5. Encourages student engagement and feedback during counseling session.

6. Demonstrates understanding of programs and college policies that applied to counseling session.

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7. Fosters and encourages student self-awareness, development, and personal responsibility.
8. Provides appropriate resource referrals (as needed).
9. Uses technology and other appropriate resources effectively during the counseling session.
10. Manages time effectively.
11. Inputs notes from counseling session into shared database.
12. Additional Comments:

Signature of Evaluator: _____

Date: _____

April 2023



Peer Performance Evaluation for Librarians

Name: _____ Date: _____

Evaluating Peer: _____

Status: ☐ Contract Year 1 ☐ Contract Year 2 ☐ Contract Year 3 ☐ Contract Year 4 ☐ Tenured

1. Demonstrates knowledge and application of appropriate information tools and resources, including current trends and library technology.
2. Contributes to building, organizing, accessing, and maintaining library collection.
3. Supports information literacy needs across the curriculum.
4. Works cooperatively and effectively with Library faculty and staff.
5. Is approachable by students and helps them to feel comfortable asking for assistance.
6. Functions effectively with minimal supervision.

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7. Works consistently with the stated and approved goals of the library.
8. Shows enthusiasm for the job.
9. Additional Comments:

Signature of Evaluator: _____

Date: _____

April 2023

APPENDIX I-F
FACULTY SELF EVALUATION



FACULTY SELF EVALUATION

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.

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- 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.

September 2018

APPENDIX II-A

STUDENT EVALUATION OF INSTRUCTOR

SOLANO COMMUNITY COLLEGE
STUDENT EVALUATION OF INSTRUCTOR
CRN# _____

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

INFORMATION ABOUT THE INSTRUCTOR AND THE COURSE

	YES	NO
1. The instructor is well prepared for lectures, discussions, and/or labs.	<input type="checkbox"/>	<input type="checkbox"/>
2. The instructor keeps the lecture(s) and/or class discussion(s) focused on the subject of the course.	<input type="checkbox"/>	<input type="checkbox"/>
3. The instructor tries to find out if the students understand the material presented.	<input type="checkbox"/>	<input type="checkbox"/>
4. The instructor's method of presenting material makes his/her teaching effective.	<input type="checkbox"/>	<input type="checkbox"/>
5. The instructor uses clear and appropriate examples to explain new material.	<input type="checkbox"/>	<input type="checkbox"/>
6. The instructor encourages students to ask questions, disagree, or express their own ideas.	<input type="checkbox"/>	<input type="checkbox"/>
7. The instructor shows enthusiasm and interest in teaching the course.	<input type="checkbox"/>	<input type="checkbox"/>
8. The instructor treats students equitably.	<input type="checkbox"/>	<input type="checkbox"/>
9. The instructor gives adequate instructions concerning assignments.	<input type="checkbox"/>	<input type="checkbox"/>
10. The instructor begins most class sessions on time.	<input type="checkbox"/>	<input type="checkbox"/>
11. The instructor teaches the course in the modality (online, face-to-face, hybrid) on the dates and times listed in the class schedule.	<input type="checkbox"/>	<input type="checkbox"/>
12. The out-of-class assignments are directly related to, or support learning the course material.	<input type="checkbox"/>	<input type="checkbox"/>
13. The instructor provides students with grading on assignments/assessments in expected turnaround time in the syllabus. Informs students of grades/academic status on a regular basis.	<input type="checkbox"/>	<input type="checkbox"/>
14. The instructor provided a course syllabus with student learning outcomes, list of assignments, and clear grading criteria for assignments.	<input type="checkbox"/>	<input type="checkbox"/>
15. The instructor is available to students outside of class during scheduled office hours/appointments.	<input type="checkbox"/>	<input type="checkbox"/>
Online/Hybrid Only		
16. The instructor communicates regularly with the students in the for example, announcements, emails, and threaded discussions.	<input type="checkbox"/>	<input type="checkbox"/>
17. The instructor demonstrates how to navigate the course, and the course consistently follows that same pattern of navigation.	<input type="checkbox"/>	<input type="checkbox"/>
18. External sources linked in course (such as websites) are functional.	<input type="checkbox"/>	<input type="checkbox"/>
19. The instructor appropriately paces student activity and course requirements throughout the term.	<input type="checkbox"/>	<input type="checkbox"/>

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 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 his/her/their teaching.*
- c) Suggest ways in which the course can be improved.*
- d) Please don't write your name or the instructor's name on this sheet.*

Enter written comments here:

APPENDIX II-B COURSE EVALUATION

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

APPENDIX II-C

STUDENT EVALUATION OF COUNSELOR

SOLANO COMMUNITY COLLEGE

STUDENT EVALUATION OF COUNSELOR

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

INFORMATION ABOUT THE COUNSELOR AND SESSION

	YES	NO
1. The counselor was well prepared for the counseling appointment.	<input type="checkbox"/>	<input type="checkbox"/>
2. The counselor was on time for the counseling appointment.	<input type="checkbox"/>	<input type="checkbox"/>
3. The counselor encouraged me to ask questions.	<input type="checkbox"/>	<input type="checkbox"/>
4. The counselor showed genuine interest in me, my needs, and my feelings.	<input type="checkbox"/>	<input type="checkbox"/>
5. The counselor provided clear information regarding requirements for major programs and general education.	<input type="checkbox"/>	<input type="checkbox"/>
6. The counselor assisted me in obtaining career information, as applicable.	<input type="checkbox"/>	<input type="checkbox"/>
7. The counselor provided a written record of my program planning session, as applicable.	<input type="checkbox"/>	<input type="checkbox"/>
8. The counselor was a good listener and understanding of my background.	<input type="checkbox"/>	<input type="checkbox"/>
9. The counselor was considerate and focused on my concerns.	<input type="checkbox"/>	<input type="checkbox"/>
10. The counselor helped me in my career and/or academic decision making/goals, as applicable.	<input type="checkbox"/>	<input type="checkbox"/>
11. The counselor was supportive and encouraging.	<input type="checkbox"/>	<input type="checkbox"/>
12. The counselor demonstrated knowledge in helping me with academic concerns.	<input type="checkbox"/>	<input type="checkbox"/>
13. The counselor answered the questions I had.	<input type="checkbox"/>	<input type="checkbox"/>
14. The counselor made appropriate referral(s) to additional services/resources, as applicable.	<input type="checkbox"/>	<input type="checkbox"/>
15. I would meet with the counselor again.	<input type="checkbox"/>	<input type="checkbox"/>

PLEASE NOTE THESE SPECIAL INSTRUCTIONS FOR COMMENTS SECTION OF ANSWER SHEET

Many counselors have indicated that written comments help them understand better the responses to the multiple-choice items, and that the written comments frequently contain 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/their counseling.*
- c) Suggest ways in which the counseling sessions can be improved.*
- d) Please don't write your name or the counselor's name on this sheet.*

Enter written comments here:

APPENDIX II-D

STUDENT EVALUATION OF DISTANCE EDUCATION INSTRUCTOR

SOLANO COMMUNITY COLLEGE STUDENT EVALUATION OF DISTANCE EDUCATION INSTRUCTOR

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

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

INFORMATION ABOUT THE INSTRUCTOR AND THE COURSE

Mark items numbered 1 to 20 using the following scale:

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

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

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

STUDENT INFORMATION

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

21. For my ability and preparation, the material was presented:
(A) Too fast (B) Fast (C) About right (D) Slow (E) Too slow
22. Assuming a standard of three hours of time spent each week for each unit of class credit, the work required for this course is:
(A) Excessive (B) High (C) About right (D) Low (E) Insignificant
23. I have communicated or met with the instructor to discuss the course:
(A) Many times (B) A few times (C) Never, it was not necessary
(D) Never, the instructor was not available (E) Never, I didn't attempt
24. I would recommend this instructor to my friends as:
(A) One of the best (B) Above Average (C) Average (D) Below average
(E) Far below average
25. 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

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

PLEASE NOTE THESE SPECIAL INSTRUCTIONS FOR COMMENTS SECTION OF FORM

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

Please take the time and effort to:

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

6/20/07

APPENDIX II-E

DISTANCE EDUCATION COURSE EVALUATION

SOLANO COMMUNITY COLLEGE
Distance Education 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 on this form. After completing the evaluation, click submit.

1. What did you find valuable in this course? You might wish to comment, where appropriate, on: the assigned reading and class assignments, the instructor's presentations (clarity, quality of communication, enthusiasm), class discussions, availability of instructor.

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

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

4. Considering both the limitations and possibilities of the subject matter and the course, how would you rate the overall teaching effectiveness of the instructor?
 - a. Extremely effective
 - b. Effective
 - c. Moderately effective
 - d. Not very effective
 - e. Not at all effective.

APPENDIX III-A

2023-2024 FULL TIME FACULTY SALARY SCHEDULE

SOLANO COMMUNITY COLLEGE 2023 - 2024 <u>FULL-TIME FACULTY</u> SALARY SCHEDULE - ACADEMIC TRACK <i>For advancement on salary scale (Class to Class), See Article 20</i> <i>Credit for lower division coursework requires prior approval</i> <i>by Class Advancement Committee</i>					
STEP	INITIAL CLASS 1	BA + 24 MA CLASS 2	BA + 48 MA + 24 CLASS 3	BA + 72 MA + 48 CLASS 4	DOCTORATE CLASS 5
1	\$61,265	\$66,167	\$71,460	\$77,177	\$80,263
2	\$63,716	\$68,813	\$74,319	\$80,263	\$83,475
3	\$66,264	\$71,566	\$77,292	\$83,475	\$86,814
4	\$68,914	\$74,429	\$80,383	\$86,814	\$90,286
5	\$71,670	\$77,405	\$83,598	\$90,286	\$93,898
6	\$74,538	\$80,502	\$86,942	\$93,898	\$97,654
7	\$77,520	\$83,721	\$90,420	\$97,654	\$101,560
8	\$80,621	\$87,070	\$94,036	\$101,560	\$105,622
9	\$83,846	\$90,553	\$97,798	\$105,622	\$109,847
10	\$87,199	\$94,177	\$101,709	\$109,847	\$114,241
11		\$97,943	\$105,779	\$114,241	\$118,811
12			\$110,010	\$118,811	\$123,564
13				\$123,564	\$128,506

Base Salary Increments: 4% all steps

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

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

* Longevity: \$1,500 at beginning of 15th year of service to SCC
\$3,000 at beginning of 20th year of service to SCC
\$4,500 at beginning of 25th year of service to SCC

* Salary is based on 175 workdays

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

Board Approved: 6/21/2023

APPENDIX III-B

FULL-TIME COUNSELOR SALARY SCHEDULE

SOLANO COMMUNITY COLLEGE					
2023 - 2024					
<u>FULL-TIME COUNSELOR</u> SALARY SCHEDULE - ACADEMIC TRACK					
<i>For advancement on salary scale (Class to Class), See Article 20</i>					
<i>Credit for lower division coursework requires prior approval</i>					
<i>by Class Advancement Committee</i>					
STEP	INITIAL CLASS 1	BA + 24 MA CLASS 2	BA + 48 MA + 24 CLASS 3	BA + 72 MA + 48 CLASS 4	DOCTORATE CLASS 5
1	\$64,766	\$69,948	\$75,543	\$81,588	\$84,850
2	\$67,356	\$72,745	\$78,567	\$84,850	\$88,245
3	\$70,050	\$75,656	\$81,710	\$88,245	\$91,775
4	\$72,852	\$78,682	\$84,978	\$91,775	\$95,445
5	\$75,768	\$81,830	\$88,375	\$95,445	\$99,264
6	\$78,798	\$85,103	\$91,911	\$99,264	\$103,234
7	\$81,950	\$88,507	\$95,586	\$103,234	\$107,364
8	\$85,229	\$92,047	\$99,409	\$107,364	\$111,657
9	\$88,637	\$95,730	\$103,390	\$111,657	\$116,123
10	\$92,183	\$99,560	\$107,522	\$116,123	\$120,769
11		\$103,541	\$111,823	\$120,769	\$125,600
12			\$116,296	\$125,600	\$130,624
13				\$130,624	\$135,850

Base Salary Increments: 4% all steps

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

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

* Longevity: \$1,500 at beginning of 15th year of service to SCC
 \$3,000 at beginning of 20th year of service to SCC
 \$4,500 at beginning of 25th year of service to SCC

* Salary is based on **185** workdays

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

Board Approved: 06/21/2023

APPENDIX III-C VOCATIONAL PLACEMENT

Full-Time Faculty - Vocational Track Placement	
<p>Vocational instructors who select the vocational placement shall be placed on the full-time faculty salary schedule based on their professional education and vocational/occupational experience. Effective Spring semester 1993, six (6) years of full-time vocational experience will be deducted from the total number of years of full-time experience in the vocational area. Vocational instructors will be allowed credit for full-time vocational experience beyond six (6) years at the rate of two (2) years for one (1) step for appropriate and directly related full-time vocational experience. Appropriateness of experience shall be determined by the Associate Vice President of Human Resources.</p>	
<p><u>Class 1</u></p> <p>CC Instructor/Partial and High school diploma and 6 years of occupational experience</p>	<p><u>Class 3 - Continued:</u></p> <p>CC Instructor/Fully Satisfied and AA degree and 4 years of occupational experience and Phase I and II</p>
<p><u>Class 2 (quality in one of the following)</u></p> <p>AA degree and 6 years of professional experience and Certification/licensure if applicable</p> <p>BA degree and 2 years of professional experience and Certification/licensure if applicable</p> <p>CC Instructor/Fully Satisfied and High school diploma and 6 years of occupational experience and 24 semester units</p> <p>CC Instructor/Partial and AA degree or 60 semester units and 4 years of occupational experience</p> <p>CC Instructor/Partial and BA degree and 2 years of occupational experience</p> <p>Long-Term Vocational Class A Credential</p> <p>Standard Designated Subjects/Life Credential and 8 semester units</p>	<p>CC Instructor/Fully Satisfied and BA degree and 2 years of occupational experience</p> <p>Long-term Vocational Class A Credential and 60 semester units and Phase I and II</p> <p>Standard Designated Subjects/Life and 60 Semester units and Phase I and II and</p>
<p><u>Class 3 (quality in one of the following)</u></p> <p>AA degree and 6 years of professional experience and Certification/licensure if applicable and Phase I and II</p> <p>BA degree and 2 years of professional experience and Certification/licensure if applicable and Phase I, II, or the equivalent</p>	<p><u>Class 4 (quality in one of the following)</u></p> <p>BA degree plus 15 semester units of upper division/ graduate level courses</p> <p>2 years of professional experience and Certification/licensure if applicable and Phase I and II</p> <p>MA degree and 2 years of occupational experience</p> <p>CC Instructor/Fully Satisfied and BA degree plus 15 semester units and 2 years of occupational experience and Phase I and II</p> <p>Standard Designated Subjects or Vocational Class A Life Credentials</p> <p>BA degree plus 15 semester units.</p>
	<p><u>Class 5</u></p> <p>Doctorate Degree</p>

APPENDIX III-D

ADJUNCT / OVERLOAD FACULTY SALARY SCHEDULE

SOLANO COMMUNITY COLLEGE DISTRICT
2023 - 2024
Adjunct/Overload Faculty Salary Schedule

Category (CAT) 1

		MA	MA + 24	MA + 48	EARNED
STEP	INITIAL CLASS 1	BA + 24 CLASS 2	BA + 48 CLASS 3	BA + 72 CLASS 4	DOCTORATE CLASS 5
1	70.01	75.62	81.67	88.19	91.74
2	72.82	78.65	84.94	91.74	95.39
3	75.73	81.79	88.33	95.39	99.21
4	78.75	85.06	91.87	99.21	103.19
5	81.92	88.46	95.54	103.19	107.31
6	85.18	92.01	99.36	107.31	111.60
7	88.59	95.68	103.35	111.60	116.08
8	92.15	99.51	107.47	116.08	120.71
9	95.83	103.49	111.77	120.71	125.54
10	99.65	107.63	116.25	125.54	130.56
11		111.93	120.89	130.56	135.79
12			125.73	135.79	141.21
13				141.21	146.86

Category (CAT) 2

		MA BA + 24	MA + 24 BA + 48	MA + 48 BA + 72	EARNED DOCTORATE
STEP	INITIAL CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5
1	60.08	65.29	70.52	75.74	79.06
2	62.69	67.93	73.13	78.34	81.68
3	65.29	70.54	75.74	80.95	84.29
4	67.94	73.14	78.35	83.55	86.89
5	70.55	75.75	80.97	86.18	89.51
6	73.06	78.46	83.85	89.43	93.00
7	73.83	79.74	86.11	93.00	96.73
8	76.78	82.93	89.55	96.73	100.59
9	79.85	86.24	93.14	100.59	104.61
10	83.05	89.69	96.87	104.61	108.80
11		93.28	100.74	108.80	113.15
12			104.77	113.15	117.69
13				117.69	122.39

Category (CAT) 3

		MA BA + 24	MA + 24 BA + 48	MA + 48 BA + 72	EARNED DOCTORATE
STEP	INITIAL CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5
1	53.12	57.74	62.33	66.95	69.90
2	55.43	60.05	64.65	69.27	72.28
3	57.74	62.35	66.95	71.57	74.52
4	60.06	64.65	69.27	73.88	76.82
5	62.36	66.96	71.58	76.18	79.13
6	64.57	69.35	74.13	78.90	81.95

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

APPENDIX III-E ADJUNCT VOCATIONAL PLACEMENT

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

APPENDIX IV

PART-TIME / HOURLY PARITY CALCULATION

Part-Time / Hourly Parity Calculation

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

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

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

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

APPENDIX V-A
CTA GRIEVANCE FORM



CTA GRIEVANCE FORM

PERSONNEL OFFICE
Date/Time Stamp
CTA signature #1 required before
time stamped

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*

APPENDIX V-B UNDERLOAD AGREEMENT FORM

	<h3 style="margin: 0;">Solano Community College District</h3> <p style="margin: 0;">Faculty Underload Acknowledgement and Scheduling Agreement</p>
Print Employee Name: 	Employee ID:
<p>The faculty member named above has an underload in excess of 20% of a full-time instructional, counseling, and/or librarian assignment. This underload occurred because of the following:</p>	
FTE: 	(semester:)
FTE: 	(semester:)
FTE: 	(semester:)
FTE: 	(semester:)
Total FTE: 	
<p>The current salary value of this underload is \$, which I will <u>owe the college</u> at the end of four (4) semester or the time of my resignation and/or retirement from the District, whichever occurs first. If I do not make up this underload, I agree to restore my load to 100% by doing one or more of the following (<i>please rank from 1 to 7 in your desired order, with 1 being the most desirable</i>):</p>	
<input style="width: 20px; height: 1.2em; border: 1px solid black;" type="checkbox"/>	Using my banked FTE to reduce or eliminate my underload; my current banked total is:
<input style="width: 20px; height: 1.2em; border: 1px solid black;" type="checkbox"/>	Converting a proposed overload class section to base load to eliminate/reduce my underload.
<input style="width: 20px; height: 1.2em; border: 1px solid black;" type="checkbox"/>	Accepting an assignment >100% to eliminate or reduce my underload
<input style="width: 20px; height: 1.2em; border: 1px solid black;" type="checkbox"/>	Taking a voluntary reduction in load for my base salary, while teaching a full load. The class(es) beyond my reduction will be used to eliminate/reduce my underload. Faculty who are 55 years of age or older may participate in the STRS reduced workload program, which enables them to reduce their workload and salary without reducing their service credit or benefits.
<input style="width: 20px; height: 1.2em; border: 1px solid black;" type="checkbox"/>	Teaching a class during the summer session for no additional pay in order to eliminate/reduce my underload.
<input style="width: 20px; height: 1.2em; border: 1px solid black;" type="checkbox"/>	Voluntarily reducing my workload and salary/service credit in the current semester.
<input style="width: 20px; height: 1.2em; border: 1px solid black;" type="checkbox"/>	Reimbursing the district for the amount of unearned salary, as noted above. Arrangements to pay back the overpayment will be made through the Fiscal Services department. Note: reimbursement of the overpayment will also result in an adjustment (reduction) in service credit reported to the retirement system. (STRS or PERS/Social Security). Income taxes will not be refunded, and must be adjusted when the faculty member files his/her personal income taxes.
<p>I will work cooperatively with my supervisor to make up my underload within 12 calendar months. I understand and agree to the conditions outlined above. See attached plan.</p>	
<div style="border: 1px solid black; width: 350px; height: 25px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 350px; height: 25px; margin-bottom: 5px;"></div>	<div style="border: 1px solid black; width: 190px; height: 25px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 190px; height: 25px; margin-bottom: 5px;"></div>
Faculty Member's Signature	Date
<div style="border: 1px solid black; width: 350px; height: 25px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 350px; height: 25px; margin-bottom: 5px;"></div>	<div style="border: 1px solid black; width: 190px; height: 25px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 190px; height: 25px; margin-bottom: 5px;"></div>
School Dean's Signature	Date

APPENDIX V-C BANK OVERLOAD FORM



Solano Community College District Instructor's Request to Bank Overload Assignment for a Future Leave

Print Employee Name: _____ Employee ID: _____

SECTION I

I request that my overload assignment be banked for a future leave per the conditions set forth in Article 13.9 of the SCFA contract. I understand that the first use of any banked leave will be used to reduce or eliminate underloads in excess of 20%.

I have read and understand the information/conditions presented below and in the contract in Article 13.9 and the Adjunct Parity calculations in Appendix IV (attached to the back of this form); specifically, that a new request must be submitted prior to the start of each semester or contract year in which the non-paid overload assignment occurs. Please indicate on my overload assignment that it is to be banked for the term(s) checked below:

<input type="checkbox"/> Fall _____ Semester <small>Indicate Year</small>	_____ <small>Course Name</small>
<input type="checkbox"/> Spring _____ Semester <small>Indicate Year</small>	_____ <small>Course Number</small>
<input type="checkbox"/> Summer _____ Session <small>Indicate Year</small>	_____ <small>CRN</small>

Faculty Member's Signature _____ <small>Signature</small>	_____ <small>Date</small>
School Dean's Signature _____ <small>Signature</small>	_____ <small>Date</small>

SECTION II

Note to Instructor:

If you receive a paycheck or pay advance for the overload assignment you requested to be banked:

- Notify your Dean within 10 working days after the first payroll date of the new semester and request corrective action.
- Your Dean will send the Request for Corrective Action to the VP of Academic Affairs for approval

SECTION III

To be Completed by Human Resources:

Date received: _____ Date Added to Database: _____

Hours	CAT	Hrly Rate	POSN	Salary Table	Grade	Step

_____ <small>Signature – HR Generalist</small>	_____ <small>Date</small>
---	------------------------------

APPENDIX V-D



SOLANO
COMMUNITY COLLEGE

Solano Community College District

Request for Class Advancement Credit (Non-traditional Activities)

Name / SCC ID: _____ Date: _____

- ☐ Non-credit courses offering CEU Credit (1 unit for each 20 hours)
- ☐ Adult Education (1 unit for each 36 hours of coursework)
- ☐ Lower Division Credit (1 unit for each unit of credit earned)
- ☐ Workshops/Seminars (1 unit for each 36 hours of a workshop or seminar)
- ☐ Professional Experience (1 unit for each 60 hours of new experience directly related to the teaching discipline); 6 unit maximum
- ☐ Publications (1 unit per article; 3-6 units per book published not at author's expense); 12 unit maximum

--

--

☐ Approval recommended – Number of Credits:

☐ Approval recommended; however, faculty member is responsible for submitting the final transcript to Human Resources to receive credit.

☐ Request returned (see explanation below)

☐ Request denied (see explanation below)

--

WITH NAME

Signature & Date of Committee Chair

WITH MORE

Signature & Date of VP, Academic Affairs

APPENDIX VI-A 2023-2024 ACADEMIC CALENDAR



Solano Community College District 2023-24 Academic Calendar

SUMMER 2023

JUNE 2023						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

FALL 2023

AUGUST 2023						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SPRING 2024

JANUARY 2024						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JULY 2023						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER 2023						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY 2024						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

AUGUST 2023						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

OCTOBER 2023						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

MARCH 2024						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Amended Calendar:
Added Juneteenth Holiday
6-19-2022

NOVEMBER 2023						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

APRIL 2024						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

DECEMBER 2023						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

MAY 2024						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

NUMBER OF INSTRUCTIONAL DAYS (M-F)

	M	T	W	Th	F	Total
Fall 2023	16	16	16	16	15	79
Spring 2024	15	17	16	16	15	79

FINAL EXAMINATION DAYS (M-F)

	M	T	W	Th	F	Total
Fall 2023	1	1	1	1	1	5
Spring 2024	1	1	1	1	1	5

LEGEND

SUMMER 2023: June 12 – August 4	
Six-week Session: June 12 – July 21	
Eight-week Session: June 12 – August 4	
Juneteenth	June 19
Independence Day	July 4
FALL 2023: August 14 – December 15	
Eight-week Session I: August 14 – October 9	
Eight-week Session II: October 11 – December 8	
Professional Development Day	August 10
Professional Development Day (Required)	August 11
Labor Day	September 4
Professional Development Day	October 10
Veterans Day	November 10
Thanksgiving Day	November 23 – 26
Finals Week	December 9 – 15
Christmas	December 25
New Year's Day	January 1
No Classes	
SPRING 2024: January 16 – May 23	
Eight-week Session I: January 16 – March 12	
Eight-week Session II: March 15 – May 16	
Professional Development Day	January 11
Professional Development Day (Required)	January 12
Martin Luther King, Jr. Day	January 15
Lincoln Day	February 16
Washington Day	February 19
Professional Development Day	March 13-14
Spring Break	April 8-14
Finals Week (Starts Evening of May 16)	May 17-23
Memorial Day	May 27
Commencement	May 23
No Classes	
Holidays (campus closed)	

PROFESSIONAL DEVELOPMENT DAYS

Fall 2023	3
Spring 2024	4

WEEKEND CLASS DAYS INCLUDING FINALS

	Sat	Sun
Fall 2023	13	14
Spring 2024	15	15

* The Academic Calendar applies to 175 Instructional Workdays.
The Classified Calendar is a separate document, addressing Classified Workdays.

Approved by Governing Board 4/21/2021
Revised xxxxxxxx

APPENDIX VI-B 2024-2025 ACADEMIC CALENDAR



Solano Community College District 2024-25 Academic Calendar

SUMMER 2024

JUNE 2024						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

JULY 2024						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

AUGUST 2024						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FALL 2024

AUGUST 2024						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER 2024						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER 2024						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

NOVEMBER 2024						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

DECEMBER 2024						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SPRING 2025

JANUARY 2025						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY 2025						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

MARCH 2025						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

APRIL 2025						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MAY 2025						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

LEGEND

SUMMER 2024 June 10 – August 2		
Eight-week Session: June 10 – August 2		
Juneteenth		June 19
Independence Day		July 4
FALL 2024 August 12 – December 13		
Eight-week Session I: August 12 – October 7		
Eight-week Session II: October 9 – December 6		
Professional Development Day		August 8
Professional Development Day (Required)		August 9
Labor Day		September 2
Professional Development Day		October 8
Veterans Day		November 11
Thanksgiving Day		November 28
Finals Week		December 7-13
Christmas		December 25
New Year's Day		January 1
No Classes		
SPRING 2025 January 13 – May 22		
Eight-week Session I: January 13 – March 11		
Eight-week Session II: March 14 – May 15		
Professional Development Day		January 9
Professional Development Day (Required)		January 10
Martin Luther King, Jr. Day		January 20
Lincoln Day		February 14
Washington/President's Day		February 17
Professional Development Day		March 12-13
Spring Break		April 7-13
Finals Week (Starts Evening of May 15)		May 16-22
Memorial Day		May 26
Commencement		May 22
No Classes		
Holidays (campus closed)		

PROFESSIONAL DEVELOPMENT DAYS

Fall 2024	3
Spring 2025	4

WEEKEND CLASS DAYS INCLUDING FINALS

	Sat	Sun
Fall 2024	15	15
Spring 2025	15	15

NUMBER OF INSTRUCTIONAL DAYS (M-F)

	M	T	W	Th	F	Total
Fall 2024	15	16	16	16	16	79
Spring 2025	15	17	16	16	15	79

FINAL EXAMINATION DAYS (M-F)

	M	T	W	Th	F	Total
Fall 2024	1	1	1	1	1	5
Spring 2025	1	1	1	1	1	5

* The Academic Calendar applies to 175 Instructional Workdays.
The Classified Calendar is a separate document, addressing Classified Workdays.

Approved by Governing Board xxxxxxxx

APPENDIX VII FACULTY PEER REVIEW HANDBOOK

Peer Review Handbook For Solano Community College Faculty

December 2017



Solano Community College District

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

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I. INTRODUCTION & PHILOSOPHY

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

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

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

II. DEVELOPMENT HISTORY

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

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

III. TIMELINE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IV. FUNCTION OF PERFORMANCE REVIEW:

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

V. COMPOSITION OF PERFORMANCE REVIEWS

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

A. Function of Peer Review

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

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

B. Function of Student Evaluations

- The purpose of student evaluations is to provide a snapshot of the student experience in a class. Education Code § 87663 (g) indicates that student evaluations should be considered “to the extent practicable.”
- While student evaluations play a role in informing the overall performance review, student evaluations should not be the sole determiner, or even the most influential. Instead, student evaluations are additional insights into the classroom experience and are to be viewed as corroborative.
- Student evaluations are conducted as negotiated in Article 4.4. of the CBA. Note:
 - 1) 4.401 of the CBA indicates that, when evaluating faculty members who teach more than one class, the faculty member shall be entitled to select one class for student evaluation and the immediate supervisor(s) shall select one class. A counselor will be evaluated by a random number of students who have been counseled by the faculty member.
 - 2) 4.403 of the CBA indicates that student evaluations shall not become the sole basis for any administrative decision to evaluate, terminate, deny tenure, discipline or transfer a faculty member.
- ADD: best practices for how to read student evaluations.

C. Function of Self-Evaluation

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

D. Function of Dean's Review

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

VI. PEER REVIEW TEAM COMPOSITION, SELECTION and PROCESS

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

A. Tenure-Track Faculty

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

B. Tenured Faculty

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

C. Adjunct Faculty:

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

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

VII. Qualities of a Strong Performance Review

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

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

VIII. Professional Development

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

IX. Appendices

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

Appendix B: Timeline

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