AGREEMENT

between the

SANTA BARBARA CITY COLLEGE
INSTRUCTORS’ ASSOCIATION

and the

SANTA BARBARA COMMUNITY COLLEGE DISTRICT
Santa Barbara, California

January 1, 2005-December 31, 2006
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ARTICLE 1: RECOGNITION

The District hereby acknowledges that the Association is the exclusive bargaining representative for that unit of employees set forth in the Public Employment Relations Board Certification of Representation, as amended, as follows:

1.1 The Unit shall include:

(a) All regular contract, tenured and tenure-track faculty employed by the District (including those faculty previously identified as regular, certificated faculty); and
(b) All temporary, full-time contract faculty employed in the Credit Division of the District; and
(c) All part-time, adjunct faculty employed in the Credit Division of the District

1.2 The Unit shall exclude:

(1) Management, supervisory, and confidential employees; and
(2) Part-time faculty of the Continuing Education Division; and
(3) All other employees of the District not specifically identified in 1.1 above.
ARTICLE 2: COMPENSATION

General Allocation:

2005

For the 2005 calendar year, the credit faculty unit will be given a 5% increase to the unit’s portion of the District’s new unrestricted general funds.

2006

For the 2006 calendar year, the unit allocation will be increased by the sum of the following:

1) cost of living adjustment (unrestricted general funds) included in the signed 2005/06 state budget as reflected on the 2005/06 First Principal Apportionment document;

2) unit’s share of 50% of any equalization money received for the 2005/06 school year; plus

3) unit’s share of 30% of any growth money received for the 2005/06 school year.

Allocations of 2005 and 2006 increases.

For the 2005-06 academic year, the District will allocate $250,000 toward faculty health insurance costs and in 2006-07, an additional $200,000. These allocations will apply first to adjunct instructor health contributions. Monies from these two allocations not used for adjunct instructor health insurance will be applied to offset the cost to regular faculty of health insurance.

2.1 CREDIT CONTRACT AND REGULAR CERTIFICATED FACULTY

2005

Effective January 1, 2005 the credit faculty will be paid from a revised Salary Schedule 10. The first cell (step1-Class 1) was set at $44,000. Each step up was increased by $2,000 (e.g. step 2-Class 1 = $46,000) and for the same step the Class was increased by $2,000 (e.g. step 1-Class 2 = $46,000). This maintained the $2,000 differences between steps and classes. New steps were also added to the schedule for Classes I through IV. These steps will be effective Fall 2005. For the 2005 calendar year, the credit faculty salary schedule (Schedule 10) will be modified to include an additional step for classes I through IV.
2006

For the 2006 calendar year, additional dollars will first be allocated to equity and health benefits and then the remainder will be applied to Schedule 10 in equal amounts for every step and class, maintaining the $2000 differences between steps and classes established in the new 2005 schedule.

2.2 CREDIT ADJUNCT CERTIFICATED FACULTY SALARY

2005

For the 2005 calendar year, credit adjunct teaching faculty will receive an increase of 1.2% in pro-rata pay for adjuncts. This represents an adjustment from 62.6% to 63.8% of the regular faculty salary for the appropriate step of Class 2 on Schedule 10. (See the new Schedule 11.)

Credit adjunct non-teaching faculty will be paid at the same rates as in 2004. (See the new Schedule 9)

2006

For the 2006 calendar year, credit adjunct teaching instructors will receive an additional increase of 1.2% in pro-rata pay to 65% of the regular faculty salary for the appropriate step of Class 2 on Schedule 10.

Credit adjunct non-teaching faculty will be paid at the same rates as in 2004.

2.3 CONTRACT AND REGULAR COSMETOLOGY FACULTY SALARY SCHEDULE

2005

For the 2005 calendar year, credit contract and regular cosmetology faculty will receive an increase in all steps and classes of their schedule (Schedule 23) of $6,000.00.

Effective Fall Semester 2005, the work week will be reduced from 40 hours to 35 hours. The District will continue to have flexibility in scheduling Cosmetology faculty throughout the week including Saturdays.

2006

For the 2006 calendar year, credit contract and regular cosmetology faculty will receive an additional increase in all steps and classes of their schedule of $6,000.00.
2.4 ADJUNCT COSMETOLOGY INSTRUCTOR SALARY SCHEDULE

2005

The adjunct instructor rate will be determined as 80% of the the new schedule for contract and regular cosmetology faculty. The formula will be based on the new work week of 35 hours (or a work year of 1225 hours). The formula to be applied will be to divide the new regular schedule step by 1225 hours and then multiply by 80% to obtain the adjunct rate. Reference Schedule 23

2006

The new adjunct instructor schedule will be adjusted through the formula described above for any increase to the contract and credit cosmetology schedule.

2.5 CONTRACT AND REGULAR CHILDREN’S CENTER FACULTY SALARY SCHEDULE

2005

For the 2005 calendar year, credit contract and regular Children’s Center faculty will receive an increase in all steps and classes of their (Schedule 13) of $4,000.00.

2006

For the 2006 calendar year, credit contract and regular Children’s Center faculty will receive an additional increase in all steps and classes of their schedule of $4,000.00.

2.6 ADJUNCT INSTRUCTOR CHILDREN’S CENTER SALARY SCHEDULE

2005

The adjunct rate will be determined as 80% of the the new schedule for contract and regular Childrens’ Center faculty. The formula will be based on a work year of 1400 hours. The formula to be applied will be to divide the new regular schedule step by 1400 hours and then multiply by 80% to obtain the adjunct rate. (Reference Schedule 13)

2006

The new adjunct schedule will be adjusted through the formula described above for any increase to the contract and credit Childrens’ Center schedule.
2.7 SABBATICAL LEAVES

The District will increase the amount allocated for sabbatical leaves by the annual percent increase, if any, for the contract and regular faculty salary schedule.

2.8 SALARY SCHEDULES

Current unit salary schedules are attached as follows:

Credit Contract and Regular Certificated Faculty Salary Schedule (Schedule 10)

Credit Adjunct Certificated Teaching Faculty Salary Schedule (Schedule 11)

Credit Adjunct Certificated Non-Teaching Faculty Salary Schedule (Schedule 9)

Contract and Regular Cosmetology Faculty Salary Schedule (Schedule 23)

Contract and Regular Children's Center Faculty Salary Schedule (Schedule 13)

Summer Session Instructor Salary Schedule: Contract Regular faculty excluding Children's Center faculty and instructors and Counselors, and Librarians (Schedule 15)

2.9 GUIDELINES FOR ADMINISTRATION OF THE CONTACT AND REGULAR FACULTY SALARY SCHEDULE

2.9.1 General

Placement on the Credit Contract and Regular Salary Schedule (Schedule 10) shall be determined by the District according to the following criteria after receipt of appropriate verification of training and experience.

2.9.2 Definition Of Classes for Hires on or following 1/1/90

CLASS I

(a) Bachelor's Degree, or less
(b) Associate Degree plus 6 years full-time related experience for instruction in the vocational disciplines

CLASS II

(a) Master's Degree
(b) Bachelor's Degree plus 2 years full-time related experience, for instruction in the vocational disciplines

CLASS III

(a) Master's Degree with 45 units beyond Bachelor's Degree
(b) Master's Degree with 15 units beyond Master's Degree
(c) Bachelor's Degree plus 15 units plus 2 years full-time related experience, for instruction in the vocational disciplines

CLASS IV
(a) Master's degree with 60 units beyond Bachelor's Degree
(b) Master's Degree with 30 units beyond Master's Degree
(c) Bachelor's Degree plus 30 units plus 2 years full-time related experience, for instruction in the vocational disciplines

CLASS V
(a) Master's Degree with 75 units beyond Bachelor's Degree
(b) Master's Degree with 45 units beyond Master's Degree
(c) Bachelor's Degree plus 45 units plus 2 years full-time related experience, for instruction in the vocational disciplines
(d) Doctorate Degree (as defined in Article 2.10 doctoral bonus)

See also Section 2.9.4d.

2.9.3 **Definition Of "Units":**

A "unit" is defined as a semester unit of credit from an accredited college or university. For credit beyond the Bachelor's or Master's Degrees, only upper division or graduate course credit is acceptable. Lower Division courses are not acceptable. (Exceptions for good reason may be approved by the Academic Policies Committee.)

2.9.4 **Definition Of Vocational Instructor:**

a. To qualify as a vocational instructor for purposes of salary classification, an employee must be assigned to teach courses in those disciplines identified by the Chancellor's Office as not requiring a Master's Degree.

b. Fifty-one percent of an employee's assignment must be in those vocational courses in order to qualify as a vocational contract instructor.

c. All salary classification changes shall be made in accordance with the Salary Class Transfer procedures. If an employee has his/her status changed from vocational to academic, under no circumstances shall his/her salary be reduced if he/she falls into a lower pay classification due to teaching in the new area. An instructor may transfer from an academic to a vocational program only if the appropriate dean of Educational Programs declares an intent to permanently transfer. All compensation changes shall be made at the beginning of the contract year.
d. For the purposes of salary class placement and salary class transfer, employees hired prior to January 1, 1990, shall be grandparented under the Definition of Salary Class for Hires Before 1/1/90 found in Appendix A of this contract.

2.9.5 Initial Step Placement

2.9.5.1 For initial placement of certificated personnel on the Contract and Regular Instructors’ Salary Schedule, the following criteria are used:

(a) The maximum credit granted for out-of-District experience is ten (10) years. The maximum entering step is No. 11. For Temporary Contract Certificated personnel, the maximum entering step is No. 7.

(b) Salary step placement will be based upon one (1) year of full-time teaching experience as equal to one (1) step on the salary schedule, subject to the provisions of this section.

(c) Step placement for faculty members who have previous credit part-time experience in the District will be one (1) step for each thirty (30) credit semester units of teaching (or 1,325 hours for certificated non-teaching work) not to exceed a maximum of seven (7) steps credited based upon total part-time District experience. Credit for such part-time Santa Barbara City College experience shall be recognized only if the applicant presents verified documentation of such experience to the Human Resources/Legal Affairs Department within thirty (30) days of the beginning employment date. Failure to meet the above requirements shall result in forfeiture of credit for part-time experience.

(d) Teaching experience is granted full credit up to the maximum allowable (over 60% assignment for 75% of school year).

(e) Teaching as a full-time teaching assistant at a four-year institution (15-20 hours weekly teaching load) is granted half credit to a maximum of two (2) full years of full-time teaching.

(f) Full-time experience in an occupational industrial field other than teaching, but in a field relevant to the teaching assignment, may be granted half credit; one step credit for each two (2) years of full-time experience.

(g) Relevancy of the experience of the teaching assignment is determined by the Vice President of Human Resources/Legal Affairs in consultation with the Department Head.
2.9.5.2 As required by Education Code Section 87815, a divisor will be used in calculating salaries for contract instructors serving less than a full school year.

2.9.5.3 The amounts shown on the Contract Instructors' Salary schedule are annual salaries for the contract school year. Amounts for extra contractual assignments, are added to the annual contract.

2.10 DOCTORAL BONUS FOR CONTRACT AND REGULAR FACULTY

Full-time certificated contract and regular employees with a doctorate earned and received from a fully accredited institution receive an additional five percent (5.0%) of Class I, Step 1 of the Contract Salary Schedule annually. The institution must have been accredited for at least five years prior to the time the doctorate was earned and received. A fully accredited institution is an institution of higher education accredited by a United States recognized regional accrediting association, or the Committee of State Bar Examiners of the State Bar of California or the American Medical Association [AMA] (Salary increase effective July 1, 1996, with no retroactivity).

Employees with a foreign degree must be evaluated for an equivalency.

2.11 SERVICE INCREMENTS

2.11.1 Service increments shall be paid, based upon Class II, Step 1 of the Contract Salary Schedule, to contract and regular unit members in accordance with the following schedule:

<table>
<thead>
<tr>
<th>YEARS OF SERVICE</th>
<th>PERCENT OF CLASS II, STEP 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>18-19-20</td>
<td>2.25</td>
</tr>
<tr>
<td>21-22-23</td>
<td>4.50</td>
</tr>
<tr>
<td>24-25-26</td>
<td>6.75</td>
</tr>
<tr>
<td>27-28-29</td>
<td>9.00</td>
</tr>
<tr>
<td>30-31-32</td>
<td>11.25</td>
</tr>
<tr>
<td>33-34-35</td>
<td>13.50</td>
</tr>
<tr>
<td>36-37-38</td>
<td>15.75</td>
</tr>
<tr>
<td>39-40-41</td>
<td>18.00</td>
</tr>
</tbody>
</table>

*will continue according to the above pattern for service beyond 41 years.
2.11.2 Service as a teaching faculty member of the institution presently known as Santa Barbara City College occurring prior to July 1, 1965, shall be considered as service to the Santa Barbara Community College District.

2.11.3 An instructor shall be granted one increment for each year of teaching service (75 per cent or more of the days in the contract college year over 50% assignment) until the maximum salary for the class is reached. For contract and regular faculty, service increments are computed on the basis of one increment per year. Only one increment is allowed per year (effective July 1, 1996, no retroactivity).

2.11.4 A certificated employee who is granted a military, exchange, or sabbatical leave shall be granted the same service increments as if in regular certificated service. Personal leave, without pay, does not count toward service increments.

2.11.5 Effective Spring 2001, any credit contract or regular certificated employee of the college who, during the final year of full time service achieves a new increment milestone and has had her/his request for retirement approved by the Board, shall, at the mid-year, be given full credit for actual service completed and have the new payment put into effect at that time.

2.12 DEPARTMENTAL LEADERSHIP COMPENSATION

2.12.1 Computation of Compensation

(a) Faculty receiving stipend for departmental leadership and other non-teaching responsibilities shall be as identified in District Policy 1913.1 and as listed in Appendix "C" of that policy. The formula for compensation for non-instructional departmental and institutional leadership shall be (an amount equal to 0.35% of Class II Step 1) multiplied by the load factor for each position as established by the Department Chair Stipend Worksheet and the Faculty Leadership Stipend Worksheet (see District 1913.1). This dollar amount will increase by the annual percent increase, if any, for the contract salary schedule. The load factor rating for individual faculty non-teaching assignment shall be computed as stated in District Policy. Department Chair load factors related to the number of full or part-time faculty in a department; the number of classified personnel in a department; or the number of department TLUs shall be computed and updated annually by the Office of Educational Programs each fall semester for the academic year. Stipends shall be paid as follows: Forty percent for each semester and twenty percent for the summer session. If an additional summer session or winter intersession is added, leadership compensation would be increased by twenty percent.

(b) Those positions compensated by extra days or base load assignments are stipulated in Appendix "C" of District Policies.

(c) In lieu of receiving all or part of the leadership and/or non-teaching compensation in the form of a stipend, the faculty member may, in conformance with District policy, use stipend proceeds to:
• Reduce his/her teaching load by purchasing release time at the prevailing hourly instructor TLU cost.

• Share compensation with department faculty for shared or delegated leadership or support service responsibilities.

• Hire additional student worker assistance.

2.13 ACADEMIC SENATE COMPENSATION

Faculty members of the Academic Senate shall be compensated according to a TLU schedule mutually agreed upon by the Academic Senate and the Superintendent/President. The total TLUs in the schedule allocated for faculty involvement in shared governance shall be 46 TLUs per semester.

The District agrees to provide a stipend not to exceed $3,000 to the Academic Senate President for summer assignments based on the nature of the activities to be performed during the summer. The Superintendent/President, in consultation with the President of the Academic Senate, will determine the amount of the stipend for the agreed upon assignments to be completed during the summer.

2.14 COMPENSATION FOR DISTRICT REQUESTED NON-TEACHING ASSIGNMENTS PERFORMED DURING THE SUMMER

2.14.1 Faculty members of the Academic Senate selected to participate in summer Academic Senate meetings and/or summer College Planning Council meetings will be compensated at their hourly lab rate for the time spent attending these meetings.

2.14.2 Faculty members who are asked by the college administration to perform non-teaching assignments during the summer months will be compensated for the completion of that assignment. The conditions of the assignment and the amount of compensation for its completion shall be agreed upon by the faculty member and the Executive Vice President of Educational Programs prior to beginning work on the assignment.

2.15 INSTRUCTOR LOAD

The following changes are made to the District's Instructor Load Policies (Section 1900):

2.15.1 Underloads and Overloads (Unbalanced Loads)

Balancing Underloads

An underload shall be made up preferably in the following semester, but a maximum of 3 semesters will be allowed for balancing. Balancing will be done by assignment of compensatory overload(s). If banked TLUs are unavailable, an underload can be made up during the summer session with mutual agreement of the instructor with the underload, the department chair and the appropriate dean of Educational Programs.
2.15.2 Overload for Sabbatical

Banked overload TLUs accumulated during the fall, spring and summer session terms may be applied toward a sabbatical leave so that an instructor may receive full pay while on sabbatical. To receive full pay while on a one-semester sabbatical leave, 3.5 overload TLUs must be accumulated by the end of the semester prior to the sabbatical leave. To receive full pay while on a one-year sabbatical leave, 12 overload TLUs must be accumulated by the end of the year prior to the sabbatical leave.

Certificated non-teaching faculty will be allowed to accumulate additional hours beyond their assigned contract (which includes extended days) to apply toward a fully paid sabbatical. For certificated non-teaching faculty each 42 hours worked beyond their assigned contract shall equal (one) 1 TLU. Each 147 hours worked beyond their assigned contract shall equal 3.5 TLUs. These faculty may apply 147 extra hours of work beyond their contract toward a fully paid semester sabbatical. Certificated non-teaching faculty who wish a fully paid sabbatical will have worked 504 hours beyond their assigned contract. Hours accumulated in this manner may only be used for compensating time off or sabbatical credit as described herein. If compensating time is accumulated and not applied toward a sabbatical leave or is not compensated, it shall be taken in a manner agreed upon by the appropriate Dean. This provision for certificated non-teaching faculty is effective January 1, 1999, and is not retroactive.

A single banking system will be used to bank overloads. The banked TLU overload can be used to offset an underload, it can be applied pro rata toward a sabbatical leave, and/or it can be paid to the instructor at his or her request.

By March of the year in which a sabbatical leave for the following academic year is approved, the faculty member must notify the appropriate Vice President of the approved sabbatical and the intent to apply accumulated overload TLUs to the sabbatical, and shall present a record of accumulated overload TLUs. The Vice President shall notify Human Resources/Legal Affairs of augmented sabbaticals that have been approved for the purpose of contract preparation and the amount by which the sabbatical shall be augmented.

2.16 SALARY CLASS TRANSFER GUIDELINES ON CREDIT CONTRACT AND REGULAR FACULTY SALARY SCHEDULES (Schedules 10, 23 and 13)

2.16.1 Procedure for requesting salary class transfer

(a) Transfer from one class to the next, after initial placement, is based upon plans of transfer developed by the Academic Policies Committee and approved by the Committee and the District. Salary Class Transfers are made only once each academic year, effective Fall Semester.

(b) Applications for Salary Class transfer are made available in the Human Resources/Legal Affairs Office.
(c) Applications for Salary Class Transfer shall be completed and submitted to the Academic Policies Committee on or before March 15th for any plan which is to be completed and recognized by the following college year.

(d) An official transcript or grade cards must be presented to verify each course used for Salary Class Transfer.

(e) Verification (transcripts) shall be filed with Human Resources/Legal Affairs at least one week prior to the first working day of the Fall semester for a Salary Class Transfer to be effective during that college year.

(f) Verification of the doctorate to qualify for the doctoral bonus shall be filed with Human Resources/Legal Affairs at least one week prior to the first working day of the Fall semester for the doctoral bonus to be effective during that college year.

2.16.2 Course work applicable to salary class transfer

2.16.2.1 Upper division and graduate units and courses may be applied to Salary Class Transfer under the following categories:

(a) All units in one's major field will be counted; no duplication is allowed.

(b) All units taken toward obtaining an educational credential may be counted.

(c) All units outside one's major field but directly related to one's teaching field.

(d) All units outside one's major field but required for a Master's or Doctor's Degree.

(e) One-third of the allowable units per class transfer may be in general education elective courses.

(f) Other courses must be approved by the Academic Policies Committee. Prior approval on courses in which a unit member plans to enroll should be obtained in order that s/he be assured his/her units will be applicable for advancement on the salary schedule.

(g) Six units of undergraduate work are permitted one time during a faculty member's District career if directly applicable to applicant's major or emerging trends in pedagogy that are directly related to the faculty member's primary assignment. These undergraduate units are applicable only for class transfer. This provision is effective Fall 2002 and does not apply retroactively to coursework completed prior to that date.

2.16.3 Non-Course Professional Work and Activity
This is a measuring instrument for determining semester unit equivalents for non-course professional work and activity. The purpose of the instrument is essentially to provide more options to faculty members at Santa Barbara City College for their own enrichment and advancement along professional growth lines.

The areas that constitute officially recognized professional development and growth are Education, Research and Creative Activity and Professional Activities. Other areas for professional development are available, but these are approved as those translatable for salary advancements.

(a) The measuring instrument may be used for advancement to Class II, III, IV and V on the current salary schedule. The measuring instrument is also to apply only to credit regular certificated employees.

(b) To avoid misunderstandings, prior discussion of non-course work and activity shall be held with the Academic Policies Committee as to the suitability of proposed work and activity with respect to actual professional growth.

(c) Non-course work shall apply for class transfer only and not for initial salary placement at the time of hiring.

(d) Applications for class transfers as a result of approved non-course credit shall be made in accordance with the District’s Salary Class Transfer Policy and Procedures (Section 2.16.2), and must first be approved by the applicant’s department, Division Dean and Vice President prior to submission to the Academic Policies Committee.

(e) Recommendations regarding the suitability and approval of non-course work shall be made by the Academic Policies Committee to the Executive Vice President, Educational Programs. Decisions made under this policy are final and shall not be subject to employee appeal or the grievance procedures of this agreement.

(f) **Non-Course Measuring Instrument.** In the areas to follow, all items are to be documented by the applicant.

**Research and Creative Activity**

1) An original article in the faculty member’s present teaching field that is published in a professional journal is given .5 to 1.5 units, depending upon scope. The journal must have an editorial board that reviews and selects articles for publication and be listed in a reputable publication’s directory, e.g., Magazines for Libraries, Katz and Katz. Limit: 6 units career maximum.
2) An original published textbook, workbook, or manual for classroom use is given 1 to 5 units, depending upon scope. Limit: 6 units career maximum.

3) A book or text in the faculty member's present field is given 1 to 5 units, depending upon scope. Self-published books shall not be considered, except where they have been of evident use and benefit to students in the classroom.

Professional Activities

1) The presentation of a scholarly paper or other original professional material at a conference, workshop or seminar, which shows evident research and is not merely extemporeaneous in nature and is directly related to the applicant's teaching field, is given 1/2 unit. Limit: 3 units career maximum.

2.17 GUIDELINES FOR ADMINISTRATION OF CREDIT ADJUNCT INSTRUCTORS SALARY SCHEDULE

2.17.1 Adjunct (Part Time) Faculty Parity Pay

2.17.1.1 Parity will be defined as 75% of the work commitment of full time credit instructors. The 75% figure is derived by allocating that portion of the commitment devoted to teaching, grading, student advisement and preparing for classes to the full time teachers workload. Comparable work thus means teaching, grading, student advising and preparing for classes. Parity is a goal required by the Chancellor's Office to be determined through negotiations but is not yet fully achieved.

A full time credit instructor's load is defined by the hours per week of student contact, and a part time credit instructor's load is defined as no more than 60% of the hours per week of student contact considered a regular assignment for full time credit instructors.

2.17.1.2 Parity pay will be based on Column II, Steps 1-6 of the full time credit instructors' salary schedule. Parity will then be determined by adjusting the salary at Column II, Steps 1-6 of the full time credit instructors' salary schedule to equate to 75%. The hourly compensation level for each hour of teaching will then be determined by dividing the adjusted salary (75% of Column II, Steps 1-6 of the full time credit instructors' salary schedule) by 525 (35 weeks x 15 hours of teaching per week).

For example, for the 2005 calendar year parity (step 1 of 9) would be determined as follows:

Column II, Step 1 $46,000
x 75%
$34,500
Adjusted salary \$34,500 = \$65.71 \text{(Hourly compensation level)}
Divided by 525

2.17.1.3 Parity for non-standard instruction, such as laboratory instructors, counselors and librarians, will be defined using a separate but similar formula to that set forth above.

*(Note, credit and non-credit instructor schedule will be increased by a differentiated amount so as to spend the total use of funds from the State for parity pay - \$700,000)*

2.17.2 Salary Placement

Salary placement on this salary schedule shall be determined by the District according to the following criteria.

2.17.2.1 New adjunct instructors are placed on Step One (1). Continuing adjunct instructors will advance one step on the salary schedule for each two adjunct or contract semesters in the Credit Program. Credit will be given for contractual service obtained after January 1, 1993. Beginning August 19, 2002, adjunct instructor advancement to the next higher step will become effective when these semesters have been completed whether at mid-year or at the beginning of a new school year.

Effective Fall 2005, Step 7 and Step 8 representing 8 and 10 years of District service in credit programs will be applied.

Effective Fall 2006, adjunct instructors will be eligible for placement on Step 9 which represents 12 years of service.

A credit semester shall be considered to be taught if the instructor is scheduled to teach a class and is prevented from doing so due to the death of a dependent or spouse.

2.17.2.2 Salaries for hourly and short-term substitute (fewer than 6 weeks) non-teaching certificated employees are computed on the basis of the hourly laboratory rate.

2.17.2.3 The formula for payroll computation for teachers is as follows: TLU's are converted to hours using a standard of 17.5 weeks per semester. The hours are multiplied by the payrate for a total for the semester. This total is divided to produce five equal payments. (Substitute teaching less than 6 weeks is paid on straight hourly basis).

2.17.2.4 Salary schedules reflect compensation for adjunct instructors who teach credit courses for student advisement.

2.17.2.5 Placement and Advancement of Adjunct Instructors Who Have Previously Taught in the SBCC Non-Credit Program
Placement:
Effective August 2005, for the purposes of initial placement on the Credit Adjunct Salary Schedule, adjunct instructors teaching credit courses will advance one step for every 525 hours of teaching non-credit courses offered as part of the college’s Continuing Education Division. This is applicable only when the non-credit and credit hours are in the same discipline.

Advancement:
Credit adjunct instructors would be advanced one step for every 15 credit TLUs/525 hours of non-credit instruction (15 TLUS x 35 hours per TLU = 525 hours) taught in the college’s Continuing Education Division provided credit and non-credit hours are in the same discipline.

2.17.3 Final Exams
Adjunct instructors shall be paid at the lecture rate for final exams.

2.17.4 Doctoral Bonus For Adjunct Instructors

2.17.4.1 Effective August 19, 2002, adjunct instructors with a doctorate earned and received from a fully accredited institution shall receive additional compensation as indicated on Schedule 11. Adjunct instructors with a foreign degree must be evaluated for an equivalency.

2.17.4.2 The institution must have been accredited for at least five years prior to the time the doctorate was earned and received. A fully accredited institution is an institution of higher education accredited by a United States recognized regional accrediting association, or the Committee of State Bar Examiners of the State Bar of California or the American Medical Association [AMA]. Verification of the doctorate to qualify for the doctoral bonus shall be filed with Human Resources/Legal Affairs at least one week prior to the first working day of the Fall semester for the doctoral bonus to be effective during that college year.

2.17.5 Assistant Athletic Coaches

The District will provide for the equivalent of eleven (11) Assistant Athletic Coaches at the level of $2,888 (Level I) for the entire sports season, effective January 1, 2004. Consistent with District policy, responsibility for funding coaches beyond Level I will be that of the Athletic Department. Compensation for Level II Assistant Athletic Coaches will be at $4,311 for the entire sports season. The salary is set for each Assistant Athletic Coach as of the first day of the respective sports season and shall not change during that sport season.
2.18 GUIDELINES FOR ADMINISTRATION OF FULL-TIME COSMETOLOGY CONTRACT AND REGULAR FACULTY SALARY SCHEDULE

Salary placement on the Cosmetology program (Full-Time) Contract and Regular Faculty Salary Schedule shall be determined by the District according to the following criteria.

2.18.1 Definition of Classes

Class I  Instructors with an Associate's Degree
Class II Instructors with a Bachelor's Degree
Class III Instructors with a Bachelor's Degree plus 30 units

2.18.2 Initial Placement and Step Advancement

For initial placement of certificated personnel on the salary schedule, the following criteria are used for the evaluation of previous experience:

a. The maximum credit granted for out-of-District experience is six (6) years. The maximum entering step is 7.

Salary step placement will be based upon one (1) year of full-time teaching experience as equal to one (1) step on the salary schedule, subject to the provisions of this section.

Step placement for faculty members who have previous credited part-time experience in the District will be one (1) step for each 1,456 work hours, not to exceed a maximum of two (2) steps credited based upon total part-time District experience. Credited for such part-time Santa Barbara City College experience shall be recognized only if the applicant presents verified documentation of such experience to the Human Resources/Legal Affairs Office within thirty (30) days of the beginning employment date. Failure to meet the above requirements shall result in forfeiture of credit for part-time experience.

b. Teaching experience is granted full credit up to the maximum allowable (over 60% assignment for 75% of school year.)

c. Each year of experience advances the candidate one (1) step on the schedule.

2.19 GUIDELINES FOR ADMINISTRATION OF ADJUNCT COSMETOLOGY INSTRUCTOR SALARY SCHEDULE

Salary placement on this salary schedule shall be determined by the District according to the following criteria.

2.19.1 Definition of Classes

Instructors are rated-in on Classes I through III of the Adjunct Cosmetology Instructors Salary Schedule in accordance with the same criteria as are applied for rating-in on Classes I through III of the Contract Cosmetology Program instructors' Salary Schedule.
2.19.2 Step Placement Advancement

Adjunct instructors are placed on Step 1. A one-step advance permitted for each complete year of teaching experience (75 percent or more the days in the contract college year).

2.20 GUIDELINES FOR ADMINISTRATION OF CHILDREN'S CENTER CONTRACT AND REGULAR INSTRUCTOR SALARY SCHEDULE

Salary placement on the Full-time Children's Center Contract and Regular Instructor Salary Schedule shall be determined by the District according to the following criteria.

2.20.1 Definition of Classes

Class I - Instructors with a Regular Children's Center Instructional Permit (with less than a Bachelor's Degree)

Class II - Instructors with a Regular or Life Children's Center Instructional Permit (with a Bachelor's Degree)

Class III - Instructors with a Children's Center Supervision Permit with a Bachelor's Degree or higher

OR

Instructors with a Regular Kindergarten-Primary or General Elementary credential or Standard Teaching credential with Specialization in Elementary Teaching, issued by the California State Board of Education

The Director assigned full-time receives an additional $500 per month. Head Instructors receive an additional $59 per month.

2.20.2 Initial Placement and Step Advancement

For initial placement of certificated personnel on the salary schedule, the following criteria are used for the evaluation of previous experience:

a. The maximum credit granted for out-of-District experience is six (6) years. The maximum entering step is 7.

Salary step placement will be based upon one (1) year of full-time teaching experience as equal to one (1) step on the salary schedule, subject to the provisions of this section.

Step placement for faculty members who have previous credit part-time experience in the District will be one (1) step for each 1,456 work hours, not to exceed a maximum of two (2) steps credited based upon total part-time District experience. Credit for such part-time Santa Barbara City College experience shall be recognized only if the applicant presents verified documentation of such experience to Human Resources/Legal Affairs within thirty
(30) days of the beginning employment date. Failure to meet the above requirements shall result in forfeiture of credit for part-time experience.

b. Teaching experience is granted full credit up to the maximum allowable (over 60% assignment for 75% of school year.)

c. Each year of experience advances the candidate one (1) step on the schedule

2.21 GUIDELINES FOR ADMINISTRATION OF ADJUNCT CHILDREN'S CENTER INSTRUCTORS SALARY SCHEDULE-

Salary placement on this salary schedule shall be determined by the District according to the following criteria.

2.21.1 Definition of Classes

Instructors are rated-in on Classes I through III of the Adjunct Children's Center Instructors' Salary Schedule in accordance with the same criteria as are applied for rating-in on Classes I through III of the Contract Children's Center Instructors' Salary Schedule.

2.21.2 Initial Placement and Step Advancement

Adjunct instructors are placed on Step 1. A one-step advance is permitted for each complete year of teaching experience (75 percent or more of the days in the contract college year).

2.22 SUMMER SESSION PAY

2.22.1 Summer Session Faculty/Instructors Salary (Schedule15)

2.22.1.1 New faculty
Contract/regular faculty are rated in for class placement for Summer Session on the basis of the same criteria as are used in rating-in to the regular contract salary schedule.

2.22.1.2 Continuing faculty
Contract/regular faculty teaching summer courses are placed on the same step on which they are placed currently on the Contract Instructors' Salary Schedule (to a maximum of Step 10).

2.22.1.3 Adjunct instructors will be paid at the same rate as they are paid during the fall and spring semesters.

2.22.1.4 This schedule does not apply to summer pay for any Cosmetology or Children's Center faculty or instructors.
2.22.1.5 These same provisions will apply respectively to regular and adjunct faculty for compensation for any additional summer session or winter intersession.

2.22.2 Summer Pay for Cosmetology

Daily rates for Cosmetology Instructors for Summer Session pay are computed on the basis of base salary divided by the approved number of working days in the fiscal year.

2.23 POST-RETIREMENT EMPLOYMENT AGREEMENT

Compensation for written post-retirement teaching assignments shall be a pro-rated 75% of the full-time credit contract and regular instructor salary schedule, measured at Class V Step 15 per TLU, with total compensation not to exceed the STRS earning limitation. This amount shall be increased at the beginning of each fiscal year by any increase to the base contract salary schedule.

2.24 UNDERPAYMENTS OR OVERPAYMENTS

Proper salary class and step placement is a joint responsibility of the employee and the District. Each instructor shall be responsible for maintaining up-to-date records of college courses completed and other work accomplished which apply toward salary class advancement. Should an instructor suspect that s/he is placed incorrectly on the salary schedule, that information should be brought to the attention of the District immediately.

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 full amount of such overpayment.

No action seeking recovery of salary based upon alleged erroneous placement on the salary schedule shall be maintained unless a claim relating thereto had been filed with the District in accordance with Division 3.6 of Title 1 of the Government Code within one year after the accrual of the cause of action.

2.25 Guidelines for Administration of Lecture and Laboratory Compensation

Laboratory instruction teaching load units (TLUs) will be rated as follows:
1.40 lab hours per week per semester will be equal to 1.0 TLU in 2005 and 1.33 lab hours per week per semester will be equal to 1.0 TLU in 2006.

The present system of compensating part-time lab instructors at 75% of their lecture rate will continue.
ARTICLE 3: HEALTH AND WELFARE BENEFITS

3.1 CONTRACT AND REGULAR EMPLOYEES

3.1.1 Employees

For the term of this contract, unit members eligible for benefits will receive Health and Welfare Benefits according to Appendix B attached hereto and under the plans described therein.

3.1.2 Unit members eligible for Health and Welfare benefits as described in Appendix B are contract and regular faculty members employed half-time or more for a full school year. Eligible unit members receive the district’s benefit allocation when they are in paid status.

3.1.3 Certain adjunct faculty who are unit members may be eligible for participation in a District adjunct health plan as described in Appendix C. Criteria for eligibility of adjunct faculty who may participate are described in Appendix C.

3.1.4 Contract and regular certificated employees who retire at age 55 or older are permitted, as voluntary members, to join the District’s medical and dental group, making their own contributions.

3.1.5 Participation will be available for domestic partners pursuant to Appendix D.

3.1.6 Spouse/Dependent Medical Coverage on Death of Active Employee or Retiree Not in Early Retirement Program

3.1.6.1 Upon the death of an active employee who is enrolled in the District’s medical and dental plans for benefits, the District will provide the retiree’s District contribution until the date the retiree would have reached age 65 or for six months from the date of death, whichever is less. Thereafter, a surviving spouse and/or eligible dependents who were enrolled in the District plans may remain in the District’s medical and dental plans in accordance with the provisions of public law (COBRA). Domestic partners and their dependents are not eligible for continuation of benefits under COBRA.

3.1.6.2 Upon the death of a retiree who is enrolled in the District’s medical and dental plans, eligible for benefits, a surviving spouse and/or dependents who were enrolled in the District’s plans may remain in the District’s medical and dental plans indefinitely, so long as they meet the eligibility rules and pay the premiums for such coverage.
3.2 EARLY RETIREMENT INCENTIVE PROGRAM

As part of the District's Early Retirement Incentive Program, the District shall contribute to the retirees' medical and dental plan according to the following provisions:

a. The District will contribute the specified premium amount for the retiree's District group medical and dental plan up to a maximum of $5,200 annually.

b. This sum shall be prorated for those normally assigned less than full-time at the time of retirement, in accordance with District policy.

c. District contributions shall continue until the retiree reaches age 65 or the date of the retiree's death, whichever is earlier.

d. A person must have rendered 15 years of service with the SBCCD and be at least age 55. Five years of that service requirement shall be immediately preceding retirement.

e. "Regular" service with the District is defined as service in paid status and shall exclude all part-time casual employment.

f. These provisions apply only to those employees who retire during the term of this agreement.

g. Upon the death of a retiree participating in the early retirement program, a surviving spouse and/or eligible dependents enrolled in the District's health insurance program at the time of the employee's death shall continue to receive district contributions toward insurance coverage for a six (6) month period from the date of death or until the date the deceased retiree would have attained age sixty-five (65) whichever occurs first (see c. above). After District contributions cease, the surviving spouse/dependent(s) may remain in the District's medical and dental plans indefinitely, so long as they meet the eligibility rules and pay the premiums for such coverage.
3.3 CATASTROPHIC ILLNESS LEAVE DONATION PROGRAM

3.3.1 Purpose:
The purpose of this program is to allow permanent contract unit employees to donate their accrued, unused sick leave to catastrophically ill or injured employees (faculty, staff or administrators) who have completely exhausted other paid leave benefits. The program is voluntary.

3.3.2 Contributions:
On a case by case basis any unit member may donate up to five (5) days of accumulated sick leave to an eligible employee who has suffered a long-term catastrophic illness or injury and has exhausted all other available paid leave. Donations must be for a minimum of one day (eight (8) hours). Donations are irrevocable; unused days are retained by donee. Terminating employees may donate up to 5 days.

a) The donating employee must, after the donation, retain a minimum of two year's worth of accrued, unused sick leave from prior accumulations.

b) The donating employee shall execute and file with the Human Resources/Legal Affairs Office a form authorizing and irrevocably assigning the donated leave to the donee employee.

3.3.3 Eligibility:
Unit members shall be eligible to request the donation of other employees' sick time subject to the following conditions and limitations:

a) The unit member is an I.A. contract permanent employee; temporary unit members are not eligible to participate either as a donor or donee.

b) The unit member suffers from a non-industrial, catastrophic illness or injury, which is defined as an injury or illness which for a period of not less than one hundred (100) work days has caused the employee to be incapacitated from the performance of duty as an employee of the District, and is expected to continue to be incapacitated for an extended period of time (at least 30 days). Examples of such catastrophic illness or injury include life threatening injury or illness, cancer, AIDS, heart surgery, stroke, etc. Not covered: stress related illness; normal pregnancy, workers compensation claims, normal illness such as colds, flu, allergies, headaches, etc.

c) The unit member has exhausted all of his/her available paid leaves, including regular and extended sick leave and vacation. Any sick leave and vacation accrued while on catastrophic leave shall be used before donated leave.

d) The maximum number of donated days which may be utilized by one unit member for a single catastrophic illness or injury shall not exceed (100) days.
e) Each unit member shall be limited to one donation request per school year.

f) Donations may only be accepted during a two (2) week call for donations window period. Donation received outside of this 2 week window period will not be accepted.

3.3.4 Administration:

a) Applications for benefits shall be submitted to the Human Resources & Legal Affairs Office on a District form.

b) The applicant shall provide medical verification of catastrophic illness or injury from a physician before the application will be considered.

c) After verifying the unit member's eligibility, the District's Human Resources/Legal Affairs Office shall notify the Instructors' Association of the request, and the Association shall circulate a request for sick leave donations to be submitted to the payroll office (two week window period). A District request form must be used.

d) Donated sick leave not used prior to the employee's return to service shall be retained by the donee.

e) The donee unit member shall be solely responsible for any taxes on the hours received. Such taxes shall be withheld at the normal rate for the employee. In the event the State or Federal governments rule that a tax liability is due other than is taxed, the unit member shall be solely liable therefor.

3.3.5 General:
No action taken under this Section shall be subject to the grievance procedure of this agreement or of any other District grievance procedure. Unit members voluntarily participating in this program shall hold the District and the Instructors' Association harmless for any and all disputes arising out of this program. Use of donated sick leave is a privilege and not an entitlement.

3.3.6 Disability Insurance:
Long-term disability (income protection) insurance is included as part of the mandatory benefit package for employees eligible for district insurance. The insurance plan pays a benefit of 66.66% of an employee's regular monthly compensation up to a maximum of $5,000.

3.4 ADJUNCT INSTRUCTORS' SICK LEAVE AND JURY DUTY

3.4.1 Adjunct instructors shall accrue sick leave at the rate of one (1) hour for each eighteen (18) hours of teaching service in accordance with Section 2022.52 in District Policies. Such accumulated sick leave is available for use only after the member has taught thirty-six (36) hours.
3.4.2 Adjunct instructors may claim up to eight (8) hours per year of accumulated sick leave for use for personal necessity in accordance with the provisions of District Non-Administrative Certificated Policy 2022.8 Personal Necessity.

3.4.3 All unused sick leave shall be cumulative from year to year unless there is a break in service of three (3) semesters or more. If adjunct employees become contract or regular employees, their accumulated sick leave shall remain credited to the employee.

3.4.4 Adjunct instructors shall receive jury duty leave in the same manner as provided for contract/regular faculty, in accordance with the provisions of District Non-Administrative Policy 2022.9 (c) Judicial Appearances. The District shall provide substitutes for the classes of those absent on jury duty when deemed necessary by the appropriate Vice President.

3.5 AUDIT/ENROLLMENT - FACULTY EMERITUS AND CURRENT EMPLOYEES

The following is added to those benefits contained in the District Policy for faculty Emeritus Status:

a. All retirees (and current unit members) may enroll in and audit one credit course each semester without payment of the audit fee or health fee.

b. All retirees (and current unit members) may enroll in one non-credit course each term and the District shall waive the enrollment fees.

3.6 ADJUNCT INSTRUCTORS’ PARTICIPATION IN TAX SHELTERED ANNUITY PROGRAM (TSAs)

Adjunct instructors who regularly work twenty (20) or more hours per week or the equivalent of half time at SBCC shall be entitled to participate in the District’s tax sheltered annuity plan (403(b)) program. This eligibility standard shall not change until 2006.

The guidelines for participation are as follows:

Section 3.6 is to permit participation of adjunct instructors of the college in 403(b) programs through college payroll deductions.

Adjunct instructors who may participate are those who regularly work twenty hours a week or more or the equivalent of half-time.

"Half-time", for teaching faculty shall be defined as 7 ½ teaching load units (TLUs) or more per semester.

"Half-time", for all non-teaching faculty shall be defined as twenty hours or more per week

"Regular work" is defined by Fall and Spring semester assignments exclusive of summer school or any special assignments.

"Regular work" means twenty hours or more each semester
or an average load of at least 7 ½ TLUs/semester every two consecutive semesters.

Initial participation for teaching faculty requires completion of two consecutive semesters of 20 hours a week or with an average of 7 ½ TLUs per semester. Participation thereafter requires 20 hours each semester or an average load of 7 ½ TLUs/semester every two consecutive semesters.

3.7 SICK LEAVE ACCRUED WHILE ON SABBATICAL LEAVE

The following provision shall be added to Section 2022.11 d. Compensation, of District Policies:

Members on Sabbatical Leave shall accrue sick leave in the same manner as those faculty who are not on sick leave, i.e., those on full year sabbatical will accrue 10 sick leave days.
Article 4: ASSOCIATION RIGHTS

4.1 The Association shall have the right of access to areas in which employees work, the right to use institutional telephones (at no cost to the District), bulletin boards, mailboxes, electronic mail services, and institutional facilities provided that such use or access shall not interfere with nor interrupt normal District operations, including classroom activities.

a. Arrangements for use of District facilities shall be made by an authorized Association representative in accordance with established District operations.

b. Fees shall be paid for public service use as established by District policy.

c. All postings for bulletin boards and items for distribution must contain the date of posting and the identification of the organization together with a designated authorization by the Association President and may not be defamatory.

d. A copy of public postings must be delivered to the Superintendent/President or his designee at the same time as the posting.

e. The District will not post or distribute any information which is defamatory of the Association or its personnel.

4.2 The District shall provide to the Association each semester, as soon as practicable, the names and addresses of all unit members.

4.3 The District shall distribute to the Association President all written non-confidential policies, rules, regulations or procedures which relate to conditions of employment of the members of the unit, which are generally distributed to certificated unit member employees and which are generally distributed to department and/or division chairpersons. This provision is not subject to the grievance procedure unless the District's failure to distribute has been in bad faith.

4.4 The District shall furnish the Association President with one copy of all non-confidential meeting agendas including attachments and minutes of the Board and the notice of any Board subcommittee meetings. The notice of the Boards' subcommittee meetings shall be distributed to the Association President in advance of the time and place of the meeting. Agendas, minutes and notices of subcommittee meetings shall be put in the Association President's mailbox at the same time that they are distributed to the Board members.

4.5 The District shall provide the Association with a copy of the Certificated Non-Administrative Policies Manual pertaining to unit members, and shall provide the Association with a copy of all changes and amendments when they are distributed.

4.6 The District when requested shall make a reasonable effort to provide authorized Association representatives with access to documents of public record that the District normally compiles that are necessary for the Association to develop its collective bargaining position.
4.7 At the time that the preliminary budget is under preparation in the spring, and from time to time thereafter as requested by the Association, the Superintendent/President or his/her designees shall discuss with authorized Association representatives projected income and expenditures.

4.8 Reasonable effort will be made to hold negotiating sessions in the daytime hours of the work week, at times when there are no teaching or committee conflicts for members of the negotiating committees. In the event the conflicts are unavoidable, negotiators shall be relieved from committee meetings involved, and teaching substitutes shall be provided at District expense for affected classes.

4.9 The District shall not object to the Association entering into an agreement with the Academic Senate to share the office space provided to the Academic Senate. The District will not require the Academic Senate to share their present office space with any person or organization other than the Association.

4.10 The District shall provide to the President of the Instructors' Association, two (2) TLUs per semester release time to conduct association business. The Instructors' Association shall have the right to purchase from the District a maximum of 4 TLUs per semester at the appropriate hourly lab or lecture rate and provided there is no detriment to the academic program.

4.11 The District shall distribute 10 copies of the signed agreement to the Association immediately after its approval by the Board of Trustees, and then will distribute a copy of the agreement to each member of the unit as soon as possible thereafter.
ARTICLE 5: MAINTENANCE OF MEMBERSHIP

Instructors' Association shall have the sole and exclusive right to have membership dues deducted for employees in the bargaining unit by the District.

The District shall deduct in accordance with the Instructors' Association dues schedule from the wages of all employees who are members of Instructors' Association fifteen (15) working days after the date of the execution of this Agreement, and who have submitted dues authorization forms to the District.

Once an employee has agreed to and has joined the Association, the employee must retain his/her membership for the duration of the Agreement so long as the unit member remains a member of the bargaining unit.

Instructors' Association shall hold the District harmless in any dispute that arises with regard to the deductions authorized under this Article. It is specifically understood that failure of any Instructors' Association member to pay monies to Instructors' Association or to comply with Instructors' Association rules, regulations or by-laws will be a dispute between the Instructors' Association and the member and will not be a dispute with or involve the District.
ARTICLE 6: GRIEVANCE PROCEDURE

6.1 DEFINITIONS

A "grievance" is a formal written allegation by a grievant that he/she or the Association has been adversely affected by a violation of the specific provision of this Agreement. Actions to challenge or change the policies of the District not covered by this Agreement must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, by the rules and regulations of the Board of Trustees, or by the Administrative regulations and procedures of this college district and not covered by this Agreement are not within the scope of this procedure.

A "grievant" is any one or more unit members covered by the terms of this Agreement who pursues a grievance or the Association acting in pursuit of a grievance. It is agreed that the Association may pursue a grievance on behalf of three (3) or more unit members who are in substantially similar positions and have been adversely affected by a violation of the same specific provisions of the agreement. In such cases the unit member has the option to be included within the group represented by the Association; having chosen to be included, the unit member relinquishes the right to pursue his/her own grievance.

A "day" is any day in which the central administrative office of the Santa Barbara Community College District is open for business. The time lines set forth herein may be extended by mutual agreement between the District and the grievant. A request by either party to extend the time lines will not be unreasonably denied.

The "immediate supervisor" is the lowest level non-unit certificated supervisor(s) designated by management to administer grievances and having immediate jurisdiction over the grievant. When the Association is the grievant acting on its own behalf rather than on the behalf of a unit member or members, then the immediate supervisor is the appropriate Vice President or Vice President, Human Resources/Legal Affairs, depending upon who has jurisdiction over the subject covered by the grievance.

The "appropriate administrator" is the Vice President of the area concerned.

"Conferee" is any person whom either party wishes to have as an advisor.

6.2 REPRESENTATION

Either party may have a conferee present at any or all levels of the Grievance Procedure.

6.3 INFORMAL LEVEL

Before filing a formal grievance the grievant shall attempt to resolve it by an informal conference with the immediate supervisor.
6.4 FORMAL LEVEL

Level I

Within twenty (20) days after the grievant knew or by reasonable diligence should have known of the occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance in writing on the appropriate District form to his/her immediate supervisor.

This statement shall be a clear, concise statement of the grievance, indicating which provision of the Agreement is alleged to have been violated or misapplied, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

The supervisor shall communicate his/her decision to the unit member in writing within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level. If the grievant is the Association acting on its own behalf, the grievant appeals directly to Level III, bypassing Level II.

Level II

In the event the grievant is not satisfied with the decision at Level I, he/she may appeal the decision on the appropriate District form to the appropriate administrator within ten (10) days.

This statement shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.

The appropriate administrator shall communicate his/her decision within ten (10) days after receiving the appeal. If the appropriate administrator does not respond within the time limits, the grievant may appeal to the next level.

Level III

If the grievant is not satisfied with the decision at Level II, he/she may within ten (10) days appeal the decision on the appropriate District form to the Superintendent/President or his/her designee, provided that his/her designee is not the same person as at Level II.

This statement shall include a copy of the original grievance and appeal, the decisions rendered and a clear, concise statement of the reasons for the appeal.

The Superintendent/President or his/her designee shall communicate his/her decision to the grievant within ten (10) days. If the Superintendent/President does not respond within the time limit provided, the grievant may appeal to the next level.

Level IV

If the grievant is not satisfied with the decision at Level III, he/she may within ten (10) days file a written appeal regarding the decision on the appropriate District form to the Board of Trustees.
This statement shall include a copy of the original grievance and appeal, the decisions rendered, and a clear, concise statement of the reasons for the appeal.

The Board of Trustees, or their designee, shall communicate their decision to the grievant within ten (10) days. The decision of the Board of Trustees shall be final.
ARTICLE 7: PERSONNEL FILE INSPECTION

Official certificated personnel files shall be maintained under the following circumstances:

7.1 Upon appropriate advance written request by the employee, s/he shall be permitted to examine his/her file.

7.2 No derogatory material relative to an employee's conduct, service, character or personality shall be placed in the file unless the employee has had an opportunity to read the material and comment thereon. An employee shall have the right to enter, and have attached to any derogatory material, his/her own comments. An employee shall receive a copy of all evaluations put in his/her file.

7.3 The employee shall be permitted to request that any such derogatory material in his/her file be reproduced.

7.4 Nothing in this policy shall allow the employees access to confidential references.
ARTICLE 8: PAYROLL

8.1 PAY PERIODS

8.1.1 Contract and regular instructors receive their salary in ten or twelve payments, as they elect, with the first payment received on September 30 (last working day of the month).

8.1.2 Subsequent payments are received on the last working day of each month, except December which will be received on the first working day of January.

8.1.3 When requested by a unit member, in accordance with Section 13519 of the Education Code, an amount equal to 16 2/3 percent of each monthly payment shall be withheld and the total amount so deducted shall be paid in two equal installments, one installment to be paid not later than the 5th day of August next succeeding and one installment to be paid not later than the 5th day of September next succeeding. Except for the month of December, pay dates shall be the last working day of each month.

8.2 PAYROLL DEDUCTIONS

8.2.1 Federal Income Tax

Federal income tax will be withheld on the basis of information furnished by the employee on Form W-4.

8.2.2 Retirement Fund

8.2.2.1 All contract and regular certificated employees will be required to participate in the California State Teachers Retirement System.

8.2.2.2 Deductions will be made at rates determined by the retirement system.

8.2.2.3 Deductions will be made for the actual months of active employment.

8.2.3 Other Deductions

When authorized by the employee, deductions will be made for insurance, tax sheltered annuity programs, income protection plans, and credit payments approved by the Board of Trustees.

8.3 ADJUNCT INSTRUCTORS-AUTOMATIC DEPOSIT OF PAYCHECKS

8.3.1 The District will process automatic paycheck deposits for adjunct instructors provided the following conditions have been met:

(a) To be eligible, adjunct instructors must have worked at least four complete consecutive semesters teaching semester-long courses
each semester. The earliest semester that will constitute credit toward the four semester requirement is spring 2000.

(b) A summer session, if worked, will count toward the four complete consecutive semesters but will not constitute a break in service if not worked.

(c) Employee must submit to Payroll a competed affidavit attached as Appendix E

(d) Employee has obligation to initiate the request for automatic deposit by submitting completed affidavit.
ARTICLE 9: REDUCTION IN STAFF

When any reduction in the faculty may be required, the applicable provisions of the Education Code shall be followed. No permanent or probationary faculty member can be laid off while any employee with less seniority is retained or render a service in a faculty service area in which the senior employee is both qualified and competent to perform. (Ed. Code 87743-87761, inclusive, and 87414-87415).

Since the Education Code provides for a specific method of review during the reduction in staff process, the grievance procedure set out in Article 6 herein will not be applicable to this Article.
ARTICLE 10: DISCIPLINE

All formal disciplinary action will follow normal District policies and the President of the Instructors' Association shall be notified by the administration within (10) ten working days of each case as it occurs.
ARTICLE 11: REDUCED WORKLOAD PROGRAM

11.1 In accordance with provisions of Education Code Section 87483, faculty may, when approved by the District, reduce their workload from full-time to part-time and receive credit for retirement as if employed on a full-time basis, if the following conditions are met:

a. The employee has reached the age of 55.

b. The employee has been employed full-time in a position requiring certification for at least 10 years in the Santa Barbara Community College District of which the immediately preceding five years were full-time employment.

c. The minimum part-time employment is the equivalent of one-half of the number of days of service required by the employee's contract of employment during his/her final year of service in a full-time position.

d. The employee intends to retire within three years.

11.2 The option of part-time employment to be credited for retirement, as if employed full-time, may be exercised only at the request of the employee and may be revoked only with the mutual consent of the Board of Trustees and the employee.

11.3 Part-time employment credited for retirement, as if employed full-time, shall be limited to a period of three years.

11.4 During the period the employee works with a reduced workload credited for retirement as if employed full-time, the District shall do the following:

a. Pay the employee a salary which is the pro rata share of the salary s/he would be earning had s/he not elected to exercise the option of part-time employment, and continue all other rights and benefits for which the employee makes payments that would be required if s/he remained in full-time employment.

b. Provide benefits for the employee in the same manner as for full-time employee.

c. In addition to its regular STRS contribution for full-time employee, the District pays a stipend to the employee equal to the amount the employee would have contributed if s/he were employed on a full-time basis (effective July 1, 1993).

d. Maintain the necessary records to separately identify each employee receiving credit pursuant to this policy.

11.5 The participating employee shall sign a Reduced Workload Program Agreement outlining the terms and conditions of participating in the Reduced Workload Program.
ARTICLE 12: COMPLETION OF MEET AND NEGOTIATION

This Agreement constitutes the full and complete commitment between the parties.

12.1 If any provisions of this Agreement are held to be contrary to law by a Court of competent jurisdiction or of any administrative agency or is invalidated by state law, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. In the event of suspension or invalidation of any article or section of this Agreement by a Court or by state law or if a state law is enacted or amended requiring that the parties hereto are mandated to negotiate then, under such circumstances, the parties agree to meet and negotiate within sixty (60) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such an article or section.

12.2 During the term of this Agreement, the parties expressly waive and relinquish the right to meet and negotiate with respect to any subject or matter referred to or covered in this Agreement.

12.3 During the term of this Agreement, the Association expressly waives the right to negotiate any matters with respect to the following subjects: leaves of absence including sabbatical leaves; evaluation; academic calendar; work load and assignments; curriculum; organization, employment, duties and working days of certificated personnel; probation and tenure; salary class transfer; and academic title policy. The District will not develop or amend policy with respect to these subject matters nor the subject matters described in Title 5 Sections 53200 through 53204 of the California Code of Regulations (inclusive) during the term of this Agreement without following Shared Governance policies and practices, as described in the above referenced sections of the Code of Regulations and in District Policy 1205 through 1206.3 (inclusive) that provide for consultation with and reliance upon the Academic Senate. It is agreed and understood that excluding from this contract some subjects covered by the Rodda Act (California Government Code Sections 3540 et. seq) does not create the presumption that they will be excluded from future contracts.

12.4 During the term of this Agreement the Association expressly waives the right to negotiate any matters now included in the Rodda Act and not covered by this Agreement or by the foregoing paragraph and agrees that the District shall not be obligated to negotiate with respect to such subjects. However, it is expressly agreed and understood that with respect to such subjects they may be opened and negotiated upon the mutual agreement of both parties.

12.5 Except as provided to the contrary hereinabove, it is the express intention of the parties to limit the scope of this Agreement so that the District shall continue to maintain all of its present policies including the present method of adopting and amending District policy as described in section 12.3 above.

12.6 This Agreement shall not be altered, changed, added to, deleted from, or modified except through the mutual written agreement of the parties.
APPENDIX A

DEFINITION OF CLASSES

(reference 2.9.4d)

CLASS I  
(a) Bachelor’s Degree, or less
(b) Partial fulfillment of requirements for Standard Designated Subjects, Special Secondary Class A, or Community College Instructor Credentials (for instruction in vocational subject areas)

CLASS II  
(a) Master’s Degree
(b) Standard Designated Subjects, Special Secondary Class A, or Community College Instructor Credentials (all issued for life to instruct in vocational subject areas)
(c) Partial fulfillment of above vocational credential requirements with Bachelor’s Degree

CLASS III  
(a) Master’s Degree with 45 units beyond Bachelor’s Degree
(b) Master’s Degree with 15 units beyond Master’s Degree
(c) Standard Designated Subject, Special Secondary Class A, or Community College Instructor Credentials (all issued for life to instruct in vocational areas) with Bachelor’s Degree

CLASS IV  
(a) Master’s Degree with 60 units beyond Bachelor’s Degree
(b) Master’s Degree with 30 units beyond Master’s Degree
(c) Standard Designated Subjects, Special Secondary Class A, or Community College Instructor Credentials (all issued for life to instruct in vocational subject areas) with Bachelor’s Degree with 15 units
(d) Partial fulfillment of above vocational credential requirements with Master’s Degree.

CLASS V  
(a) Master’s degree with 75 units beyond Bachelor’s Degree
(b) Master’s Degree with 45 units beyond Master’s Degree
(c) Standard Designated Subjects, Special Secondary Class A, or Community College Instructor Credentials (all issued for life to instruct in vocational subject areas) with Master’s degree
APPENDIX B: HEALTH AND WELFARE BENEFITS

1. The District will provide for each full-time eligible unit member up to the following sum of money for payment of premiums for existing unit members for mandatory health and welfare benefits. Such amount shall be pro-rated for eligible contract unit members who work less than full-time, but half-time or more.

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The District will contribute an additional $200,000 to be allocated to single, two-party and family amounts according to the distribution of employees utilizing these respective categories in the 2005-06 benefit year.

2. Mandatory health and welfare benefits will include:

(a) The District medical plan (except for verified comparable spousal coverage)
(b) The District life insurance plan
(c) The District income protection plan, which will be provided at a payment rate of two-thirds of an employee’s regular salary, up to a maximum of $5,000 per month
(d) The District dental plan (minimum coverage is employee only)

3. If the total cost of the mandatory benefits is less than the District’s contribution, the unit member relinquishes that unused amount (except for waivers).

4. A flexible benefits plan (as defined in Internal Revenue Code Section 125) consisting of options for premium conversion, un-reimbursed medical expenses, and dependent care will be available for employees choosing to participate. Monthly service fees for each employee’s flexible benefit plan accounts will be paid by that employee.

5. The College Benefits Committee is responsible for the selection of the different benefit programs. If the total cost of the mandatory benefits is more than the District’s contribution limits set forth above, then the eligible unit member shall be individually responsible for the difference
6. Bargaining unit members who regularly work more than twenty (20) or more hours per week shall be eligible to participate in the District's tax sheltered annuity plan (403b) program. The District shall as permitted by law continue to permit employees on medical plan waivers to purchase tax-sheltered annuities from District funds after mandatory benefits are purchased.
APPENDIX C: ADJUNCT INSURANCE

Participation of Adjunct Instructors in SBCC Health Insurance Program

Scope of Participation
Certain credit adjuncts are eligible to participate in the District health insurance program.

Participation shall be limited to medical insurance only. Dental, vision, life insurance, disability protection or any other insurance benefits for regular employees are not available to adjuncts through the District.

Participation is limited to SISC approved health insurance. Only the adjunct may be covered. There is no provision for the spouse or domestic partner or children to participate.

Administration of Adjunct Health Insurance
1. Participation in the above plan shall be voluntary.
2. Adjuncts will not be eligible for any “waiver” amount.
3. Participation must be administered by the college through payroll deductions and can be done on a pre-tax basis.
4. COBRA Statement: An adjunct covered by the district adjunct medical plan has the right to chose continuation coverage for up to 18 months if he/she loses this group health coverage because of loss of eligibility or termination of employment (other than for reasons of gross misconduct.)

Levels of Participation
There are two levels of participation:
1. TIER I: Credit adjuncts eligible to participate in the medical insurance program entirely at their own expense.
2. TIER II: Credit adjuncts eligible to receive an allocation of $100 a month for a maximum of ten months a year toward SISC approved SBCC adjunct health insurance as defined above.

Eligibility for Initial Participation
1. Tier I Employee must meet a, b and c.
   a. An individual must be currently employed by SBCC as an adjunct to initially enroll in the district adjunct health insurance program.
   b. Initial participation requires completion of eight of the ten fall or spring semesters preceding enrollment at regular half-time adjunct employment or more each semester at SBCC.
   c. Initial participation requires completion of the two consecutive semesters (fall/spring or spring/fall) of regular half-time adjunct employment at SBCC immediately preceding the enrollment semester.

2. Tier II
   a. Initial participation for adjunct faculty in Tier II requires, in addition to all the criteria for Tier I (a, b, and c), completion of eight out of the ten years (excluding
summer teaching) preceding the implementation of this contract at half time work or more.

b. The additional years of employment required for Tier II can be met by completion of at least 15 TLUs or the equivalent of half time or more each academic year.

3. Definitions:
   “Regular” work is defined by adjunct teaching/ counseling/librarian assignments exclusive of any special assignments.

Continued Participation
After enrollment, continued participation requires completion of at least 15 TLUs or the equivalent of half-time or more regular adjunct employment at SBCC each academic year. Summer session will be included for purposes of this requirement. The academic year begins with the semester (fall or spring) of initial enrollment.

Open Enrollment Period
Open enrollment for adjuncts will begin the third week of each fall or spring semester after adds/drops.

Please be advised that this is an experimental effort to provide health insurance for our long-term adjunct faculty. After the expiration of the current contract, the success of the program will be evaluated. Continuation of the program will be decided jointly by the District, SISC, the Instructors Association and the Benefits Committee.
APPENDIX D: DOMESTIC PARTNERS

Domestic Partner Coverage Procedures

I. Eligibility:

Santa Barbara City College (SBCC) will provide benefits for Domestic Partners of the same or opposite sex and dependent children of Domestic Partners as follows:

A domestic partnership shall be established when both persons file a Declaration of Domestic Partnership with the Secretary of State and, at the time of filing, all of the following requirements are met:

1. Both persons have a common residence.

2. Neither person is married to someone else or is a member of another domestic partnership with someone else that has not been terminated, dissolved, or adjudged a nullity.

3. The two persons are not related by blood in a way that would prevent them from being married to each other in this state.

4. Both persons are at least 18 years of age.

5. Either of the following:
   A. Both persons are members of the same sex.
   B. One or both of the persons meet the eligibility criteria under Title II of the Social Security Act as defined in 42 U.S.C. Section 402(a) for old-age insurance benefits or Title XVI of the Social Security Act as defined in 42 U.S.C. Section 1381 for aged individuals. Notwithstanding any other provision of this section, persons of opposite sexes may not constitute a domestic partnership unless one or both of the persons are over the age of 62.

6. Both persons are capable of consenting to the domestic partnership.

Children of a Domestic Partner are eligible for enrollment on the same basis, and subject to the same requirements as stepchildren of eligible employees.

II. Documentation Required to Receive Domestic Partner Coverage:

In order to receive benefits as a Domestic Partner, the employee and the Partner must:
A. Submit proof that you have registered with the California Secretary of State
B. Complete and sign Domestic Partner medical and/or dental enrollment form(s).
III. Documentation Required for Change in Status of Domestic Partner Coverage:

The employee must notify the Human Resources & Legal Affairs Department in writing within thirty (30) calendar days of any change in the status of a Domestic Partnership.

In the event the facts attested to in the Declaration of Domestic Partnership no longer hold true due to termination of the relationship, death of a Domestic Partner, marriage to the Domestic Partner or any other cause, the employee must file a State of California Termination form with the Human Resources & Legal Affairs Office for adjustment in coverage, and mail a copy of that affidavit to the Domestic Partner.

After a termination of an existing Domestic Partner’s coverage, a subsequent Declaration of a new Domestic Partner cannot be filed until six (6) months after written notification of termination has been filed.

Domestic Partners and their dependents are eligible for continuation of coverage under the federal COBRA law or state law regarding continuing coverage under California Labor Code Section 2800.2 and attendant California statutes.

IV. Enrollment Deadlines

A. Employees currently employed, who later establish a Domestic Partnership eligible for coverage, have thirty (30) calendar days after becoming eligible to apply for coverage or must wait until the next open enrollment period to apply.

New employees hired after the original effective date of these Procedures, who have a Domestic Partner eligible for coverage, have thirty (30) calendar days after applying for coverage in which to submit required paperwork or must wait until the next open enrollment period to apply.

B. An employee will not be required to wait until the next open enrollment period if the employee can demonstrate that he or she is applying late because the Domestic Partner lost coverage previously applicable on a different benefit plan.

V. Premium Payment / Tax Consequences

The value of the Domestic Partner coverage is considered additional compensation to the employee. Therefore the value of that additional coverage is subject to federal and state taxes as well as all other payroll deductions. STRS / PERS will not be withheld from or credited to this additional amount.

The employee is responsible for covering the cost of the premium of the Domestic Partner and the Domestic Partner’s child(ren). If covering the Domestic Partner and the Domestic Partner’s child(ren) increases the premium, the difference will be paid from the employee’s wages as an after-tax payroll deduction. If the addition of the Domestic Partner and the Domestic Partner’s child(ren) does not increase the current premium,
then the value of the health coverage for the Domestic Partner and the Domestic Partner’s child(ren) will be reported as taxable income to the employee. If the difference between the increase in the three-tier rate structure is less than the value of the health coverage for the Domestic Partner, the increased amount will be an after-tax payroll deduction and the difference will be included in the employee’s includible income. The includible income will be reported on the employee’s W-2.
APPENDIX E: Declaration of Eligibility for Automatic Payroll Deduction

I, ____________________, have worked four complete, consecutive semesters as a credit adjunct instructor at Santa Barbara City College including the current semester.

The consecutive semesters are (fill in years):

| Fall | Spring | Summer | Fall | Spring | Summer |

I declare under penalty of perjury under the laws of the State of California that I am a resident of ____________________ County, am over the age of eighteen and that the above statements are true and correct.

____________________________
Employee’s Name

____________________________
Print Employee’s Name

____________________________
Date
# IA Salary Schedules

## July 1, 2005

**Credit Contract & Regular Certificated Faculty Salary Schedule**

### Salary Schedule 10

**July 1, 2006**

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### Salary Schedule 11

**Credit Adjunct Certificated Instructor Salary Schedule**

**July 1, 2005**

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### IA Salary Schedules
July 1, 2005

#### Salary Schedule 09
Non-Teaching Adjunct Instructor Salary Schedule
July 1, 2005

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### Salary Schedule 23
Contract & Regular Cosmetology Faculty Salary Schedule
July 1, 2005

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# Salary Schedule 13

**Contract & Regular Children's Center Faculty Salary Schedule**

**July 1, 2005**

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# Salary Schedule 15

**Summer Session Salary Schedule**

**For Credit Contract & Regular Faculty**

Excluding: Credit Adjunct, Cosmetology & Children's Center Faculty & Adjuncts, Counselors, Librarians

**July 1, 2005**

<table>
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<th>Step</th>
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