

# CONTRACT

*between the*

All Faculty  
Association

**AFA**

*and the*



Sonoma County  
Junior College  
District

July 1, 2019 – June 30, 2022

# TABLE OF CONTENTS

All Faculty Association / Sonoma County Junior College District  
2019-22 Contract

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Article

## **ADMINISTRATION OF THE CONTRACT**

1. [Agreement to the Contract](#)
2. [District Rights](#)
3. [Association Rights](#)
4. [Non-Discrimination](#)
5. [Professional Dues and Payroll Deductions](#)
6. [Interpreting the Contract](#)
7. [Definitions](#)

## **PROVISIONS**

8. [Academic Calendar](#)
9. [Academic Freedom](#)
10. [Benefits](#)
11. [Conciliation/Grievance/Arbitration](#)
12. [Contract Education](#)
13. [Department Chairs and Coordinators](#)
14. [Evaluations](#)
  - 14A. [Regular Faculty Evaluations](#)
  - 14B. [Adjunct Faculty Evaluations](#)
15. [Faculty Service Areas & Competency Standards](#)
16. [Hourly Assignments](#)
17. [Job Descriptions](#)
  - All Faculty Members
  - Instructional Faculty
  - Head Coaching Faculty
  - Counseling Faculty
  - Disability Resources Faculty
  - Library and Information Resources Faculty
  - Work Experience Faculty
  - Special Assignments

# TABLE OF CONTENTS *(continued)*

All Faculty Association / Sonoma County Junior College District  
2019-22 Contract

---

Article

## **PROVISIONS** *(continued)*

### 18. [Leaves](#)

- Sick Leave
- Catastrophic Leave and Catastrophic Leave Bank
- Supplemental Sick Leave
- Long-term Disability Leave
- Industrial Accident or Illness Leave
- Parental Leave
- Adoption Leave
- Family Medical Leave
- Bereavement Leave
- Personal Necessity Leave
- Special Educational Leave ([see Article 28](#))
- Unpaid Educational Leave
- Exchange Leave
- Sabbatical Leave ([see Article 25](#))
- Military Leave
- Jury Duty Leave
- Unpaid Leaves

### 19. [Parking](#)

### 20. [Personnel Files](#)

### 21. [Professional Growth Increments](#)

### 22. [Professional Development](#)

### 23. [Misconduct Investigations and Progressive Discipline](#)

### 24. [Retirement](#)

### 25. [Sabbatical Leave](#)

### 26. [Salary Schedule Development](#)

### 27. [Salary Placement](#)

### 28. [Special Education Leave](#)

### 29. [Substitutes and Reporting Faculty Absences](#)

### 30. [Tenure Review](#)

### 31. [Working Conditions](#)

### 32. [Workload](#)

# TABLE OF CONTENTS *(continued)*

## All Faculty Association / Sonoma County Junior College District 2019-22 Contract

### APPENDICES

Appendix 1.	<a href="#">2021-22 Salary Schedules: Effective Fall 2021</a>	AP 1 - 1
Appendix 2.	<a href="#">2020-21 Salary Schedules: Effective Fall 2020</a>	AP 2 - 1
Appendix 3.	<a href="#">2019-20 Salary Schedules: Effective Fall 2019</a>	AP 3 - 1
Appendix 4.	<a href="#">Chair Reassigned Time</a>	AP 4 - 1
Appendix 5.	<a href="#">Lab Tiers</a>	AP 5 - 1
Appendix 6.	<a href="#">Art. 17.11 Special Assignments</a>	AP 6 - 1

### ADDENDA

Addendum 1.	Letter of Understanding: <a href="#">Faculty Load for Forensics Program</a>	AD 1 - 1
Addendum 2.	Letter of Understanding: <a href="#">Independent Study ("49" and "98") Courses</a>	AD 2 - 1
Addendum 3.	Memorandum of Understanding: <a href="#">Work on Guided Pathways &amp; AB 705</a>	AD 3 - 1
Addendum 4.	Memorandum of Understanding: <a href="#">Flexible Contract Year for Summer Repertory Theater Artistic Director</a>	AD 4 - 1
Addendum 5.	Memorandum of Understanding: <a href="#">Dissolution of the Business Office Technology Department</a>	AD 5 - 1
Addendum 6.	Memorandum of Understanding: <a href="#">Moving Applied Graphics into Computer Studies</a>	AD 6 - 1
Addendum 7.	Memorandum of Understanding: <a href="#">Dissolution of the Electronics Department</a>	AD 7 - 1
Addendum 8.	Memorandum of Understanding: <a href="#">Faculty Rights following CFS Dept. Dissolution</a>	AD 8 - 1
Addendum 9.	Memorandum of Understanding: <a href="#">Negotiating Impacts from Productivity-Based Model</a>	AD 9 - 1
Addendum 10.	Memorandum of Understanding: <a href="#">Additional Reassigned Time for Academic Senate</a>	AD 10 - 1

# TABLE OF CONTENTS *(continued)*

## All Faculty Association / Sonoma County Junior College District 2019-22 Contract

Addendum 11.	Side Letter: <a href="#">ERO Due Date Extension</a>	AD 11 – 1
Addendum 12.	Side Letter: <a href="#">Removal of Contract Waivers concerning DTREC</a>	AD 12 - 1

# Article 1: Agreement to the Contract

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- 1.01 AGREEMENT:** The All Faculty Association ("AFA") and the Sonoma County Junior College District ("District") have reached the following Agreement, also called the "All Faculty Association/Sonoma County Junior College District Contract." AFA and the District enter into this Agreement to the Contract pursuant to Chapter 10.7 (commencing with [Section 3540](#)) of the Government Code.
- 1.02 RECOGNITION:** The District recognizes the All Faculty Association as the exclusive collective bargaining representative for all probationary, regular, temporary, and adjunct faculty of the District, including librarians and counselors, excluding Unit B, classified, management, confidential, and supervisory employees for the purposes of meeting and negotiating.
- 1.03 TERM OF CONTRACT**
- A. **Term of Contract:** The term of this Contract is three (3) years, commencing July 1, 2019 and ending June 30, 2022.
- B. **Automatic Reopeners:** Automatic reopeners will include:
1. Article 1: Agreement to the Contract
  2. Article 7: Definitions
  3. Article 8: Academic Calendar
  4. Article 10: Benefits
  5. Article 14: Evaluations
  6. Article 17: Job Descriptions
  7. Article 26: Salary Schedule Development
  8. Article 30: Tenure Review
  9. Article 31: Working Conditions—General Conditions of Employment
- C. **Additional Reopeners:** AFA and the District may each open four (4) additional articles during this three-year period. Additional articles may be opened by mutual agreement, but require a sunshine period. The Vice President of Academic Affairs will notify AFA of its intent to amend, repeal, or create a policy, procedure, or Board-approved plan in order to determine its relationship to scope of bargaining. In the case that AFA has a right to bargain, articles so opened will be opened by mutual agreement. All articles require a sunshine period before negotiations may commence.
- 1.04 SAVINGS PROVISION:** If a court of competent jurisdiction holds any provisions of this Agreement to the Contract to be contrary to law, AFA and the District agree that such provisions will be deemed void and invalid and such other provisions not ruled upon will continue in full force and effect.

The AFA membership accepted this Agreement to the Contract on May 18, 2019 and the Board of Trustees approved it on June 11, 2019.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2019

All Faculty Association

Sonoma County Junior College District

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Karen Frindell Teuscher Ph.D, President

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Frank Chong, Ed.D, Superintendent/President

## Article 2: District Rights

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- 2.01 BOARD RIGHTS:** It is understood and agreed that the Board of Trustees of the Sonoma County Junior College District retains all of the rights, powers and authority vested in it by law to direct, control, and govern the District. The exercise of the Board's rights, powers, and authority, and the adoption of policies, rules, regulations, and practices in furtherance thereof shall be limited only by applicable provisions of law or by the terms of this Agreement to the Contract.
- 2.02 CONFORMANCE WITH AGREEMENT:** The District will amend its written policies and procedures and take such other action by resolution or otherwise as may be necessary to bring policies and procedures into conformance with the provisions of this Agreement to the Contract.

## Article 3: Association Rights

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- 3.01 MEMBER'S RIGHTS:** No provision in this Agreement will be construed to deny or to restrict the rights granted to unit members under state and federal laws and regulations. The rights granted to unit members by this Agreement will be deemed to be in addition to those specifically provided in District policy.
- 3.02 RIGHT OF UNIT MEMBERS TO JOIN OR NOT JOIN:** Each unit member has the right to form, join and participate in lawful activities of employee organizations and the right to refuse to form, join and participate in employee organizations. AFA and the District will not discriminate against a unit member who exercises these rights.
- 3.03 RIGHT TO CONFER:** AFA will retain the right to confer with the District on issues as provided in the [Educational Employment Relations Act](#). AFA may consult with the District on matters related to academic freedom, curriculum, enrollment and the use of electronic and technological teaching devices if that use affects the working conditions of the unit members.
- 3.04 RIGHT TO NEGOTIATE BY MUTUAL AGREEMENT:** AFA will retain the right to negotiate other Contract items, or other employment matters, established by mutual agreement with the District.
- 3.05 LIST OF UNIT MEMBERS:** Upon request, the District will provide AFA in a timely manner with the names, telephone numbers, and addresses of unit members, except for those unit members who have requested that this information not be released.
- 3.06 DISTRICT POLICIES AND PROCEDURES:** The District will provide AFA with District policies and procedures governing conditions of employment of the unit members, and inform AFA of any changes, additions, alterations, or deletions to these policies and procedures.
- 3.07 BOARD AGENDAS AND MINUTES:** The District will provide AFA with agendas and minutes for public meetings of the Board of Trustees as soon as these items are available.
- 3.08 RIGHT TO PUBLIC INFORMATION:** The District will provide AFA upon request with public information compiled by the District.
- 3.09 AFA REASSIGNED TIME:** The District will provide a total of 2.2 FTE of reassigned time to AFA. Additional provided reassigned time may be mutually agreed upon for special studies or projects. Notification of the designated faculty members and amount of reassigned time shall be submitted to the District by June 15 for the subsequent fall semester, and by December 1 for the subsequent spring semester. Additional reassigned time may be purchased by AFA at the hourly replacement rate. All reassigned time provided under this article shall be distributed in a manner requested by AFA.
- 3.10 USE OF FACILITIES:** AFA and its duly authorized representatives shall have use, on a cost-covering basis, subject to the same charges as those made to departments, of District equipment and facilities at all reasonable times, which shall include evening and weekend hours.



- 3.11 USE OF MAIL SYSTEM:** AFA may have use of the District email system, the intra-district mail system, unit member mailboxes, and District bulletin boards. Such use will be for the purposes of distributing communications to unit members. Materials distributed by AFA will contain the date of distribution and AFA identification.
- 3.12 REPRESENTATION ON DISTRICT COMMITTEES:** AFA will be granted representation on District committees related to terms and conditions of employment such as, but not limited to: Budget Advisory Committee, Academic Calendar Committee, College Council, District Online Committee, Equal Employment Opportunity Advisory Committee, Fringe Benefits Committee, Institutional Planning Council, Parking and Transportation Committee, Professional Development Committee, Professional Growth Increments Committee, Sabbatical Leave Committee, and President's Consultation Council.
- 3.13 NO REPRISALS:** No reprisals will be taken against any unit member who legally exercises rights guaranteed by law or this Agreement or who executes responsibilities imposed by law or this Agreement.

## Article 4: Nondiscrimination

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- 4.01**     **EQUAL EMPLOYMENT OPPORTUNITY AND NONDISCRIMINATION:** The District will provide equal employment opportunity to all applicants and employees, and will not discriminate on the basis of race, religious creed, color, national origin, ancestry, ethnic group identification, physical disability, mental disability, medical condition, genetic condition, marital status, sex, gender, gender identity, gender expression, genetic information or sexual orientation in any of its policies, procedures or practices. The District will not discriminate against any employees or applicants for employment on the basis of age.
- 4.02**     **AMERICANS WITH DISABILITIES ACT:** AFA and the District will comply with the provisions of the [Americans with Disabilities Act](#).

## Article 5: Professional Dues and Payroll Deductions

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**5.01 PAYROLL DEDUCTIONS FOR AFA DUES:** The District shall deduct from the monthly salary of all unit members 100 percent of AFA dues and other assessments, deductions or obligations identified by AFA, in accordance with the Membership Roster provided by AFA. District payments of all dues, assessments, deductions and other obligations to AFA shall be sent within ten (10) business days after each pay date. All changes or updates to a unit member's status as a member of the All Faculty Association shall be processed by AFA. AFA shall provide the District updates to the Membership Roster by the fifteenth of each month, in order for the dues and/or fees to be deducted from the employee's next available paycheck, and paid to AFA. AFA shall retain the right to initiate changes to the deduction rates or amounts, or to the scope of assessments or other obligations, by requesting to meet and confer with the District.

- A. The District is under no obligation to make payroll deductions for periods during which a member is either terminated from employment or not on the District's payroll for any reason.
- B. In the case of any employee covered by this Agreement who is a dues-paying member of AFA at the time the employee leaves District employment, for any reason, the employee shall be treated as a continuing member of AFA for the purpose of making payroll deductions for the payment of dues for any member who returns to a position covered by this Agreement within one (1) academic year of the member having left District employment, unless and until AFA informs the District in writing that the employee has revoked authorization to make dues deductions.

**5.02 HOLD HARMLESS AND INDEMNIFICATION:** AFA fully indemnifies the District for dues deducted pursuant to this Article and shall hold the District harmless, and shall fully and promptly reimburse the District, for any fees, costs, charges or penalties incurred in responding to or defending against any claims, disputes or challenges which are actually brought against the District in connection with the administration or enforcement of any section in this article pertaining to any claims made by any employee, or any individual on the employee's behalf, for payroll deductions made by the District in reliance on the information provided by AFA regarding the authorization of individual employees for payroll deductions to be made.

- A. Upon notice that the District is going to seek indemnification and be held harmless under this provision, AFA shall have the right to meet with the District regarding the reasonableness and merit of any claim, demand, suit, or action for which the District seeks indemnification, and shall attempt to agree whether any such action listed above shall be compromised, resisted, defended, tried, or appealed.
- B. In determining whether or not such actions shall be compromised, resisted, defended, tried or appealed, the District shall defer to AFA interests if the District does not have a distinct and separate legal interest in the disputed matter.
- C. The District shall not be entitled to be reimbursed for any costs for which AFA was not properly notified and provided the opportunity to discuss as set forth herein; nor shall the District be entitled to any reimbursement when the District's efforts in defending against such action would be duplicative, or when the District does not have a separate and distinct interest to defend.

- 5.03 CHANGES IN DUES:** AFA agrees to provide the District with thirty (30) days advance notice of any change in dues structure following notification of such changes to the AFA membership.
- 5.04 REMITTANCE OF DUES:** With respect to all authorized sums deducted by the District for membership dues, the District agrees to promptly remit such moneys to AFA accompanied by an alphabetical list of employees for whom such deductions have been made.
- 5.05 AGREEMENT TO FURNISH INFORMATION:** AFA agrees to furnish any information needed by the District to fulfill the provisions of this article.
- 5.06 VOLUNTARY DEDUCTIONS:** Upon appropriate written authorization from a unit member, the District shall deduct from the salary of that unit member and make appropriate remittance for approved voluntary deductions, such as: annuities, credit union, Cafeteria 125 Plan (calendar year), payment for additional insurance coverage, savings bonds, charitable donations, or any other plan or programs for which the unit member is eligible. Such authorization shall remain in effect until withdrawn in writing by the unit member.

## Article 6: Interpreting the Contract

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- 6.01 REQUESTS FOR INTERPRETATION:** Inquiries as to the meaning of Contract language shall be submitted in writing to either an AFA representative or a District representative.
- 6.02 DEADLINE FOR RESPONSE:** Upon receipt of written inquiry, the two (2) representatives shall consult promptly (within ten [10] working days of receipt) and render an interpretation.
- 6.03 RECORD OF INTERPRETATION:** The interpretation shall be recorded in an agreed-upon form and, if agreement is reached, signed by both parties.
- 6.04 INTERPRETATION AS MODIFICATION OF CONTRACT:** This agreement of the interpretation will be transmitted back to the inquiring party(ies) and attached to reference copies of the Contract to, in essence, become an ongoing part of the Contract.
- 6.05 RESOLUTION OF DISAGREEMENT:** If the consulting party(ies) cannot reach agreement, then each will record their interpretation of the language in question and maintain these interpretations until either a grievance process resolves the matter or the issue is concluded as part of a formal Contract negotiating opportunity.

# Article 7: Definitions

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<b>Academic Calendar</b>	The official District calendar covering the period from the beginning of one fall semester to the beginning of the subsequent fall semester, including holidays, breaks, intersessions, and summer term.
<b>Academic Year</b>	The period of time commencing the first day of a fall semester and ending on the last day of the following spring semester.
<b>Adjunct Faculty</b>	Temporary faculty ( <a href="#">Ed Code Section 87482.5</a> ) who are employed at 67 percent or less of a full-time equivalent workload.
<b>Adjunct Faculty Pool</b>	Comprised of adjunct faculty members who have either not yet earned offer rights or, subsequent to having earned offer rights, have had a break in service of three (3) full semesters and are again placed in the pool. Adjunct employees with offer rights who would have been removed from their department's length-of-service (LOS) list during the schedule reduction period of Spring 2019 through Spring 2021 shall remain on the LOS list until Fall 2022.
<b>Agreement (or Contract)</b>	The collectively bargained Contract between the All Faculty Association and the Sonoma County Junior College District.
<b>Allied Faculty</b>	Those faculty typically engaged in non-classroom activities such as counseling and library services.
<b>Allied Student Contact</b>	Those activities directly related to individual or group contact with students in a formal or informal setting that occur as part of the regularly assigned duties of counselors, librarians, and other allied faculty.
<b>Approved Sabbatical Leave</b>	A specific Sabbatical Leave proposal authorized for implementation by the Board of Trustees.
<b>Assignment, Contract</b>	Instructional or allied schedules that are paid as part of a contract faculty assignment.

<b>Assignment, Hourly</b>	Any assignment, whether summer term, regular faculty overload, or adjunct faculty assignment that is paid by the hour.
<b>Benefits</b>	The District-provided coverage to faculty members and their eligible dependents, or solely to faculty members, for medical, dental, vision, life insurance, and long-term disability income protection.
<b>Break in Service</b>	A period of time during which an adjunct faculty member performs no assignment. A break in service of three (3) full consecutive semesters results in the faculty member's loss of offer rights and return to the adjunct faculty pool; performing an assignment in the third semester preserves the faculty member's offer rights and position on the length-of-service list. Adjunct employees with offer rights who would have been removed from their department's length-of-service (LOS) list during the schedule reduction period of Spring 2019 through Spring 2021 shall remain on the LOS list until Fall 2022. A break in service of more than four (4) calendar years results in loss of employment.
<b>Bumped</b>	The action in which an adjunct faculty member is removed from an assignment so that a contract faculty member may fulfill a contract assignment obligation; or, in a reduction-in-force situation, a tenured faculty member with less seniority is removed from an assignment so that a tenured faculty member may fulfill a contract assignment obligation.
<b>Calendar Year</b>	The period of time that commences on January 1 of a year and ends on December 31 of that same year.
<b>Career Development College Preparation (CDCP)</b>	An assignment category of those noncredit courses that have been specifically identified by the State Chancellor's Office as meeting the requirements for a CDCP designation.
<b>Competency Standards</b>	District requirements for a particular assignment, in addition to the minimum and local qualifications, that a faculty member will meet within a Faculty Service Area ( <a href="#">Ed Code Section 87743.5</a> ).

<b>Conciliation</b>	A conscientious attempt to resolve, at the lowest possible administrative level, those differences related to the Agreement or mutually agreed-upon existing policies, which might arise between a grievant and the District.
<b>Conciliation/Grievance Officer</b>	The person appointed by the AFA Executive Council to oversee conciliation and grievance matters.
<b>Confer</b>	To discuss using any appropriate form of communication, such as in person, by email, in writing, by telephone, or in a videoconference.
<b>Continuing Evaluations</b>	Those evaluations that occur after a regular faculty member earns tenure, and after adjunct faculty members earn offer rights.
<b>Contract (or Agreement)</b>	<i>See Agreement</i>
<b>Contract Education</b>	Those situations in which the District contracts with a public or private entity for the purposes of providing instruction or services or both by the community college ( <a href="#">Ed Code Section 78020-78023</a> ).
<b>Contract Faculty Members</b>	Temporary, probationary, and regular faculty members.
<b>Contract Year</b>	The specified days of paid service to the District that occur during the academic year.
<b>Coordinator</b>	A faculty member who has a coordinator faculty assignment as described in <a href="#">Article 13: Department Chairs &amp; Coordinators</a> , section 13.04.
<b>Date of First Paid Service</b>	The date on which a faculty member first performed an assignment in a department or, after a break in service that resulted in being returned to the adjunct faculty pool, the date on which the faculty member performed a new assignment. This date is used to determine position on the length-of-service list.



<b>Date of Hire, Departmental</b>	The date of first paid service (as a Unit A faculty member) in a department or, after the loss of offer rights, the date of return to paid service of an adjunct faculty member in the department.
<b>Date of Hire, District</b>	The date of first paid service (as a Unit A faculty member) to the District. (Note: this date may not be the same as the "departmental date of hire" if a faculty member performs an assignment in more than one department.)
<b>Date of Hire, Most Recent</b>	Either the date of first paid service in the department, or, if a faculty member does not perform paid service in a department for a period of three (3) full consecutive semesters, the date of return to paid service. Adjunct employees with offer rights who would have been removed from their department's length-of-service (LOS) list during the schedule reduction period of Spring 2019 through Spring 2021 shall remain on the LOS list until Fall 2022.
<b>Department Chair</b>	The elected chair of a department, or in departments that are chaired by managers or administrators and which have no faculty department chair, the faculty member designated as department chair will perform the role of department chair for the purposes of tenure review.
<b>Department Electorate</b>	Contract faculty department members and those adjunct faculty members with a department assignment of at least 40 percent during the current semester.
<b>Department Peer</b>	A faculty peer chosen from a rotation list consisting of faculty in the same discipline or faculty from all disciplines in the department.
<b>Departmental Activities</b>	Includes activities such as attending department meetings, serving on advisory committees, serving on an evaluation or tenure review team, participating in curriculum development workshops and other departmental work. (See <a href="#">Article 17: Job Descriptions</a> .)

<b>Departmental Flex Day</b>	A “flexible” Professional Development Activity (PDA) day devoted to professional development activities that is designed by a department and approved by Academic Affairs, and which takes place during an approved time.
<b>Dependents</b>	The spouse or domestic partner, dependent children and dependent children of the spouse or domestic partner, of a faculty member eligible to receive benefits.
<b>Disciplinary Action</b>	Any action whereby a member of the unit is demoted, suspended without pay, involuntarily transferred in lieu of other disciplinary action, placed on compulsory leave, or dismissed, when any of these actions is taken as a result of an offense committed by the faculty member.
<b>Discipline</b>	The state-mandated system of subject matter organization used for determining teaching assignments and required minimum qualifications for both full-time and part-time faculty. (See <a href="#">Ed Code Section 87357</a> )
<b>Discipline Peer</b>	A contract faculty member appointed by the department chair to the team from the department’s rotation list following the departmental implementation procedures established for making department peer appointments.
<b>Discipline Peer, Evaluation</b>	A regular or adjunct faculty member serving according to a rotation list established within the department.
<b>Discipline Peer, Tenure</b>	A regular instructor serving according to a standard departmental procedure established within each department that is on file with the appropriate vice president.
<b>District and Department Service</b>	Includes those activities that contribute to the department or to the District outside of those required for classroom instruction or the range of allied duties. For examples, see <a href="#">Article 17</a> : Job Descriptions.
<b>District Needs</b>	A District-determined requirement, in addition to minimum qualifications, that a faculty member must meet in order to be eligible to perform a specific instructional or allied assignment.

<b>District Policy</b>	Written policies approved by formal Board action covering Bylaws of the Board of Trustees; Philosophy, Mission and Goals; District Governance; Academic Program; Human Resources; Finance; Facilities Planning; Community Relations; and Student Services. Policies are posted on the District website.
<b>District Procedures</b>	Procedures and detailed guidelines approved by formal Board action that describe how District policies are implemented. Procedures are posted on the District Website.
<b>Domestic Partner</b>	An adult person who is registered as a domestic partner of a faculty member according to the requirements agreed to by AFA and the District.
<b>Due Process</b>	The right of a faculty member to safeguards before disciplinary action becomes effective, and protection against arbitrary or inappropriately applied disciplinary action. At a minimum, due process may be fulfilled when the District notifies the employee of the charges against him or her and provides the employee with the opportunity to respond to the charges or explain the behavior in question.
<b>Ed Code</b>	The Education Code of the State of California.
<b>Electronic Publication of the Schedule</b>	The posting of the schedule on the District web site, which constitutes the District's approval of recommended assignments and the offer of hourly assignments to faculty.
<b>Employment Record</b>	Any record that pertains directly to the employment by the Board of a current unit member.
<b>Employment Status, Active</b>	The status of an adjunct faculty member who is providing paid service to the District during the current semester, intersession, or summer session.
<b>Employment Status, Inactive</b>	The status of an adjunct faculty member who has provided paid service to the District within the past two (2) years, but who is currently not providing paid service.

<b>Enhanced</b>	The increase in pay factor reflected in the Hourly Assignment Salary Schedules that are constructed according to the procedures established in <a href="#">Article 26: Salary Schedule Development</a> , section 26.03, in each year the District receives "Adjunct Faculty Salary Enhancement Funds" from the State.
<b>Established Load</b>	Established load is the load value of the offer to which a faculty member with offer rights is entitled, if load is available. Established load may be up to 67 percent; is specific to a semester or term; and is calculated only on the basis of hourly allied and instructional assignments, excluding load from substitute assignments, professional ancillary activities, and assignments identified as "temporary" at the time of offer.
<b>Evaluation</b>	A periodic review and assessment of faculty service provided to the District according to the provisions of the Contract.
<b>Evaluation, Adjunct Faculty First Probationary</b>	The adjunct faculty evaluation conducted within the first two (2) semesters of active employment status (or first two [2] summer sessions if summer session is the sole period of employment).
<b>Evaluation, Adjunct Faculty Second Probationary</b>	The adjunct faculty evaluation conducted in the fifth semester of active employment status of employment (or in the fifth summer session if summer session is the sole period of employment).
<b>Evaluation File</b>	A compilation of evaluation reports that are part of the evaluation process.
<b>Evaluation Materials</b>	Official documentation associated with the evaluation process, such as syllabi, teaching or allied schedules, or self-assessments. Only the specified evaluation materials are placed in the evaluatee's personnel file.
<b>Evaluation Team</b>	A team consisting of the department chair, one (1) faculty peer, and supervising administrator for regular faculty evaluations and adjunct faculty evaluations.

<b>Evaluations, Regular and Adjunct Faculty, Continuing</b>	Those evaluations that occur after regular faculty members earn tenure, and after adjunct faculty members earn offer rights. (See <a href="#">Article 14A</a> : Regular Faculty Evaluations and <a href="#">Article 14B</a> : Adjunct Faculty Evaluations.)
<b>Faculty Portfolio, Tenure Review</b>	Supporting evidence for the purpose of tenure review of the reasonable causes for determining the employment decision.
<b>Faculty Service Area (FSA)</b>	A service or instructional subject area or group of related services or instructional subject areas performed by faculty and established by a community college district ( <a href="#">Ed Code Section 87743.1</a> ).
<b>First Year of Contract Employment</b>	The first year of the tenure review process. The first Contract year is considered complete if the faculty member has served a minimum of 75 percent of the academic year as either a probationary faculty member or as a temporary faculty member immediately prior to being hired as a probationary faculty member. Otherwise, an additional year in first-year status is required. (See <a href="#">Ed Code Section 87605</a> .)
<b>Full-Time Equivalent (FTE)</b>	The workload of one regular faculty member working a 177-day work year based on an 8-hour workday.
<b>Grievance</b> ( <i>Faculty</i> )	A written statement signed by a faculty member and filed with the District alleging that s/he has been wronged or adversely affected by the District's violation, misinterpretation, or misapplication of the specific provisions of this Agreement or mutually agreed-upon policy issues.
<b>Grievance</b> ( <i>AFA</i> )	A written statement from the All Faculty Association and filed with the District alleging that the Association itself has been wronged or adversely affected by the District's violation, misinterpretation, or misapplication of the specific provisions of this Agreement or mutually agreed-upon existing policies.
<b>Grievant(s)</b>	The faculty member filing a grievance, or the person or group of faculty being represented in a grievance filed by AFA.

<b>Hourly Assignments</b>	Those assignments, generally paid on an hourly basis, which remain available after all assignments for contract faculty and one-year agreements have been made or determined. Summer session and overload assignments for contract faculty are hourly assignments.
<b>Immediate Family</b>	The faculty member's spouse or domestic partner, and any parent, parent-in-law, grandparent, grandchild, sibling, child, son-in-law, or daughter-in-law, of the faculty member and spouse or domestic partner of the faculty member, or any other person living in the immediate household of the faculty member.
<b>Individual Flex Day</b>	A "flexible" Professional Development Activity (PDA) day devoted to professional development activities that is designed by an individual faculty member and approved by an appropriate supervising administrator, and which takes place during an approved time.
<b>Instructional Faculty Assignments</b>	Those faculty assignments that involve classroom instruction.
<b>Instructional Student Contact</b>	Those activities directly related to scheduled instruction, including classroom instruction, preparation for instruction, student assessment activities, and student consultation time for instructors of record.
<b>Instructor of Record</b>	The person who has received and signed the Confirmation of Assignment letter and who assumes responsibility for the particular assignment.
<b>Length of Service</b>	The period of time calculated from the date of first paid service in the department to the present time or, after a break in service, from the date of return to paid service in the department to the present time.
<b>Length-of-Service List</b>	A list that integrates all faculty members with offer rights, plus year 1 probationary faculty members who have received prior permission to perform an hourly assignment, in the order determined by departmental date of hire, and which includes faculty name, most recent date of hire, and established loads.

<b>Load Pattern</b>	The most recent hourly assignment load performed in the previous like semester, fall to fall, spring to spring, and summer to summer, unless otherwise identified in the written departmental procedures.
<b>Load Performed</b>	<i>See Perform an Assignment.</i>
<b>Local Qualifications</b>	District requirements, in addition to minimum qualifications, for performing a faculty assignment. These requirements are to be determined prior to announcement for hire and approved by the Board of Trustees.
<b>Minimum Qualifications</b>	The statewide mandated requirements established by the Academic Senate for California Community Colleges (CCC) for a specific faculty assignment related to a specific discipline or position in the CCC system.
<b>New or Increased Assignments</b>	Any hourly assignments that remain after all faculty with offer rights have received offers of established load or that become available after the schedule is electronically published.
<b>Non Department Peer</b>	A faculty peer chosen from a pool of all those regular faculty members who choose the option of a peer from outside the department.
<b>Offer (of an assignment)</b>	The District's approval of the department's recommended hourly assignment, which occurs with electronic publication of the schedule and which constitutes a contractual offer of employment to the faculty member.
<b>Offer Rights</b>	A contractual entitlement to an offer of an established hourly load, with respect to availability of load, the faculty member's position on the length-of-service list and established load, and within the provisions of Department-Specified Procedures.
<b>One-Year Agreement</b>	A contract between an adjunct faculty member and the District that allows the adjunct faculty member to exceed the 67 percent limit on load in one semester of an academic year; that specifies a load for each semester in the academic year; and that does not exceed a 67 percent load average for the academic year.

<b>Overload Assignment</b>	An assignment performed by a contract faculty member in addition to his/her regular contract load, during the Academic Year, and which is paid on an hourly basis and assigned according to the provisions of <a href="#">Article 16: Hourly Assignments</a> .
<b>Pay Rate Parity</b>	Eighty-seven point five (87.5) percent of the full pay for regular faculty as payment for the performance of student contact assignments.
<b>Perform an Assignment</b>	To complete an assignment, except if left uncompleted by reason of being granted a formal leave (Sick Leave or federally-mandated leave).
<b>Personnel File</b>	<i>See Employment Record.</i>
<b>Probationary Faculty Member</b>	A faculty member employed at 67.1 – 100 percent and in tenure review, which is typically four (4) years.
<b>Probationary Period, Adjunct Faculty</b>	The period of time in any department from the date of first paid service in the department until the faculty member has successfully completed five (5) semesters of assignments and at least two (2) evaluations, and during which no offer rights will be granted. A semester in which the faculty member performs only substitute assignments, temporary assignments, or professional ancillary activities will not count as one (1) of the five (5) semesters.
<b>Probationary Period, Contract Faculty</b>	The period of time during which tenure review occurs, typically the four (4) years following hire.
<b>Professional Ancillary Activities</b>	District-approved assignments outside of a faculty member's teaching or allied duties, as described in <a href="#">Ed Code Section 87482.5(b) &amp; (c)</a> and which adjunct faculty members are compensated for performing. Load from Professional Ancillary Activities will not be used for purposes of calculating eligibility for contract or regular status (Ed. Code Section 87482.5) or the 67 percent limitation on load.
<b>Professional Growth Increment</b>	The salary enhancement earned by the regular faculty member after reaching Step 16 on Salary Schedule I: Normal Annual Contract.



<b>Professional Service and Development</b>	Those activities that support or promote the discipline or the profession, academically or in the community.
<b>Progressive Discipline</b>	A disciplinary system intended to give members of the unit advance notice, whenever practical, of problems with their conduct, performance, or other inappropriate behaviors displayed in the workplace in order to provide them with an opportunity to correct any problems.
<b>Proof 1</b>	The first scheduling draft for a semester or term, with a deadline specified in the Academic Affairs calendar.
<b>Pro-rata Contract</b>	A contract written for probationary and regular faculty with workloads greater than 67 percent and less than 100 percent, which provides pro-rata pay and benefits.
<b>Recommended Assignments</b>	Hourly assignments provisionally determined by the department and subject to approval by the District. Recommended assignments are considered offers upon electronic publication of the schedule.
<b>Reduction in Force</b>	An official status instituted after due process that requires faculty members to be removed from current assignments and may involve the layoff of tenured faculty members if no suitable assignments can be determined through evoking seniority rights ( <a href="#">Ed Code Section 87743-87746</a> ).
<b>Regular Faculty</b>	Those contract faculty members who have tenure.
<b>Return to Paid Service</b>	The performing of a new assignment after a break in service that resulted in a faculty member's loss of position on the length-of-service list and being placed in the pool.
<b>Sabbatical Leave</b>	A Board of Trustees authorized leave of a full-time, regular faculty member from normal faculty duties in order to improve the faculty member's individual effectiveness in the College in line with the statement of philosophy, purpose, and objectives contained in the Santa Rosa Junior College catalogue. (See <a href="#">Article 25: Sabbatical Leave</a> .)

<b>Self-Assessment</b>	The document that is prepared by the probationary faculty member to assess strengths and weaknesses and to document College service and professional service and development, as well as to respond to prior tenure review process reports and suggestions.
<b>Seniority Rights</b>	The right of senior faculty members to retain employment in the District in those subjects that they are both qualified and competent to teach.
<b>Special Educational Leave</b>	Either a leave granted to a regular or probationary faculty member for the upgrading and development of skills; or curriculum revision within programs and departments which need to respond to technological, institutional, or community changes. (See <a href="#">Article 28</a> : Special Education Leave.)
<b>Special Expertise</b>	A department- or discipline-determined requirement, in addition to minimum qualifications, that a faculty member must meet in order to be eligible to perform a specific instructional or allied assignment.
<b>Student Consultation Time</b>	The time a faculty member is required to schedule for meeting with students outside the official class time for regular and hourly assignments.
<b>Summary of Student Evaluations</b>	The document that summarizes student feedback, covering all student evaluations conducted during each academic semester, intersession, or summer session and includes tallies of responses to questions and unedited transcripts of all written comments.
<b>Summer Term/Session</b>	The time period beginning the day after Commencement and ending on the day before the first day of the subsequent fall semester (start of the next Contract Year).
<b>Supervising Administrator</b>	The assistant dean, associate dean, or dean to whom the department chair or program director reports and who directly supervises an area or department. In the case of evaluations and tenure review, the supervising administrator may be the assistant dean who serves in a direct supervisory capacity for the affected faculty member at a site other than the Santa Rosa campus.

<b>Team Member Report</b>	The report that documents each team member's evaluation of the probationary faculty member's job performance for the prior year.
<b>Temporary Assignment</b>	An assignment made available by short-term funding or that is normally required to fulfill the contract load of a contract faculty member, but is temporarily available as an hourly assignment due to the contract faculty member's leave, reassigned time, or other temporary situation.
<b>Temporary Faculty</b>	Those faculty members employed at 67.1–100 percent, but on a temporary leave-replacement basis or in a categorically funded position. Temporary leave replacement faculty cannot be employed more than two (2) semesters at 67.1 percent or more than any three (3) consecutive years without being placed in a regular or probationary contract.
<b>Tenure Review</b>	The evaluation of probationary faculty members for the purposes of encouraging faculty development and determining contract renewal.
<b>Tenure Review and Evaluations Group</b>	A subgroup of negotiations, consisting of two (2) members from each team: the chief negotiators or designees, and one (1) other member to be appointed by each team. The group is responsible for drafting, and periodically reviewing and updating tenure review and evaluation documents and forms, which are then submitted for approval by both teams. The group also approves all classified staff questionnaires (14A.06.D.5, 14A.16.E.1, 14B.06.D.5, 30.12.B), and approves processes for distributing and collecting student evaluations for allied faculty student-contact related duties (14A.16.E.2, 14B.16.E.2, 30.08.C.3.b.2).
<b>Tenure Review Team</b>	Consists of the department chair, one (1) discipline peer, and the supervising administrator.
<b>Working Day</b>	Any day during which the administrative offices of the District are open for business.

# Article 8: Academic Calendar

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**8.01 CONTRACT YEAR:** The contract year consists of one hundred seventy-seven (177) days.

- A. One hundred seventy-five (175) days are assigned for instruction, including the equivalent of five (5) days of professional development activities: two (2) PDA Days, one (1) in fall and one (1) in spring; two (2) flex days, one (1) in fall and one (1) in spring; and one (1) spring day scheduled Monday through Thursday, to equalize the number of instructional days and for departments to determine and schedule their own professional development activities. Department chairs will forward their department's plan for that day to the Vice President of Academic Affairs. (See [Article 22: Professional Development](#).)
- B. One (1) day is assigned for District-designated activities directly preceding the start of fall semester, which may include curriculum development or alignment, student learning outcomes development, program development, departmental meetings, special projects including grants or partnerships, health and/or safety related trainings, or any other regular faculty obligation to the District.
- C. One (1) day is assigned for District Commencement exercises.

**8.02 ESTABLISHING THE ACADEMIC CALENDAR**

- A. During the Fall semester, AFA and the District will negotiate the faculty work calendar at least two (2) years in advance of its implementation. The agreed-upon faculty work calendar will then be forwarded to Admissions and Records for development of the Academic Calendar.
- B. Negotiation of the faculty work calendar entails the establishment of the first and last day of the semester, the placement of PDA, Flex, District-designated activities, Chair training, New Faculty Orientation days, Commencement, and Spring Break.
- C. AFA will consult with SEIU over the placement of holidays that have more than one (1) option.
- D. Faculty will be given no fewer than six (6) calendar days after the last day of final exams to turn in their grades.
- E. In the event that the college is closed on the day that grades are due, the Supervising Administrator will be available to provide support.

# Article 9: Academic Freedom

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**9.01 PREAMBLE:** As the Supreme Court said in *Keyishian v. Board of Regents* 385 U.S. 589 (1967), *"Our Nation is deeply committed to safeguarding academic freedom, which is of transcendent value to all of us and not merely to the teachers concerned. That freedom is therefore a special concern of the First Amendment, which does not tolerate laws that cast a pall of orthodoxy over the classroom."*

**9.02 NECESSITY:** Santa Rosa Junior College's mission is to promote student learning throughout our diverse communities by increasing the knowledge, improving the skills, and enhancing the lives of those who participate in our programs and enroll in our courses. AFA and the District recognize that protecting academic freedom is essential to achieve this mission. AFA and the District further recognize that academic freedom is included within the freedom of expression and is necessary to the pursuit of truth. These freedoms are essential elements of the faculty teaching experience and the student learning experience in the District.

**9.03 CONTEXT:** Academic freedom as a form of freedom of expression shall exist within the general framework of the United States Constitution, the California State Constitution, requirements of the California Education Code, California Community College regulations, District Policy, and official course descriptions. This freedom and freedom of expression shall be maintained in all media (printed, oral, visual, and electronic) and in all interactions among and between students, faculty, staff, and administration. Though tenure has historically helped to ensure these freedoms, all faculty members — regular, probationary, temporary, and adjunct, tenured or non-tenured — shall enjoy the protections offered by this article. No faculty member shall be mistreated, disciplined, reassigned, or have his/her assignment terminated for any reason that violates the protections in this article.

**9.04 ADMINISTRATIVE AND STAFF PERSONNEL:** This article shall apply to any administrative or staff personnel who also hold a faculty position, but only in their capacity as faculty members.

**9.05 ACADEMIC FREEDOM AND RESPONSIBILITY:** All faculty members shall be free to pursue instruction, grading, scholarship, policy discussions, and public discourse in an environment free of intimidation and censorship. The merit of academic ideas, theories, arguments, and views shall be measured solely against the standards of relevant academic and professional disciplines. With the exercise of academic freedom come corresponding responsibilities. All faculty members shall exercise their academic freedom responsibly.

A. **Inquiry and Instructional Freedoms:** Academic freedom as a form of freedom of expression includes freedom of inquiry and instruction for every faculty member, including freedom in presenting and discussing subjects related to his/her academic discipline. Academic freedom also includes, but is not limited to, freedom to:

1. Inquire about, present, and explore difficult and controversial material that is relevant to the official course outline of record;
2. Express differences of opinion with and among students, faculty, staff, and administration on academic matters;
3. Demonstrate, teach, and defend critical thinking skills and intellectual honesty; and
4. Teach in an environment free of intimidation and censorship.

- 9.05.B. Grading:** Every faculty member shall maintain the exclusive authority to determine grades based upon professional judgment. The determination of the student's grade shall be made by the course instructor and — in the absence of mistake, fraud, bad faith, unlawful discrimination, or incompetence — shall be final. Every faculty member has a responsibility to base grades solely on considerations that are intellectually relevant to the subject matter as articulated in the official course outline of record, and to describe the basis for grading in the class syllabus.
- C. **Campus Events:** Every faculty member shall have the freedom to organize or participate in campus events and the responsibility to do so in a manner that is consistent with the standards or relevant academic and/or professional disciplines. The District retains the right to determine the time, place, and manner for the scheduling of events.
- D. **Scholarship:** Every faculty member is a member of a learned profession and shall have the freedom to use his/her professional scholarship, and present this scholarship in any academic discourse.
- E. **Policy and Procedures:** Faculty members will observe the stated policies and procedures of the District, provided those policies and procedures do not contravene academic freedom; however, they maintain their right to express differences of opinion and seek revision.
- F. **Public Discourse:** The District recognizes the right of faculty to speak or write as citizens. When faculty members speak or write as citizens, they should be free of censorship or discipline. They should make every effort to indicate that they are not speaking for the institution (American Association of University Professors' *Principles of Academic Freedom*).

## **9.06 GRIEVANCE PROCESS**

- A. **Right to Pursue:** Any faculty member who believes his/her academic freedom has been violated by the District has the right to pursue conciliation, grievance, or arbitration as described in [Article 11: Conciliation/Grievance/Arbitration](#). There shall be no reprisals of any kind taken against any participants or representatives because of participation in a conciliation, grievance, or arbitration.
- B. **Initiating the Process:** Any faculty member who thinks that his/her academic freedom is being threatened by student(s), faculty or staff, other organizations, or by members of the public should contact either the Academic Senate or AFA. Either the Academic Senate President or the AFA President can request and will be granted a timely meeting with appropriate academic administrators and/or the Superintendent/President of the District to discuss how to best assure and protect academic freedom.

## **9.07 DISTRICT SUPPORT:** The District shall actively support the principles of academic freedom enunciated herein. (See also [District Policies](#): 2.7 and 2.7P: Unlawful Discrimination and Sexual Harassment; 3.10 and 3.10P: Grading; and 4.14a: Employee Conduct.)

# Article 10: Benefits

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- 10.01 FACULTY BENEFIT PLAN CONDITIONS:** The District will provide the current details for all benefit plans to faculty on an annual basis. AFA and the District will negotiate all benefit plan provision changes. The District will notify faculty members about benefit plan changes in a reasonable amount of time before those changes take effect. If a plan changes, an open enrollment period for that plan may be negotiated. The District will provide an IRC 125 Plan for eligible faculty. AFA and the District will negotiate any changes to these plans that are not mandated by regulation.
- 10.02 BASIC CONTRACT FACULTY BENEFITS:** For each contract faculty member with a 100 percent contract who elects to enroll in District medical, dental, vision, life insurance, or long-term disability plans, the District will pay premium costs, minus out-of-pocket premium costs paid by the faculty member as specified in 10.04.B. If the contract faculty member is working less than a 100 percent contract (other than as specified in [Article 24: Retirement](#), paragraph 24.02), then the District will pay the pro-rata share of premium cost, and the faculty member will pay the balance.
- A. **Medical Benefits:** The District will provide five (5) medical group plan options for contract faculty members and eligible dependents: Kaiser HMO, Blue Shield HMO, Blue Shield PPO, Kaiser Account Based Health Plan (ABHP), and Blue Shield ABHP. Self Insured Schools of California (SISC) will administer these plans. Other plans may be added by mutual agreement and negotiation. The benefit year begins October 1. Implementation of the ABHPs will begin on January 1, 2016 and thereafter renew on the regular benefit year. No individual may be enrolled in more than one (1) District medical group plan.
  - B. **Dental Benefits:** The District will provide a self-insured group dental plan for contract faculty members and eligible dependents. The Arrow Benefits Group will administer the plan.
  - C. **Vision Benefits:** The District will provide a group vision plan for the contract faculty member only. The District will provide access to the vision plan for dependents, but the faculty member will pay premium costs for dependent coverage. The benefit year begins October 1. Vision Services Plan will administer the vision plan.
  - D. **Life Insurance and Accidental Death Benefits:** The District will provide a life insurance and accidental death benefits plan for the contract faculty member only. The benefit year begins September 1. The Standard Insurance Company will administer this plan.
  - E. **Long-Term Disability Benefits:** The District will provide a long-term disability income protection plan for the contract faculty member only. The Sun Life Financial Company will administer this plan.
- 10.03 PART-TIME COMMUNITY COLLEGE FACULTY HEALTH INSURANCE PROGRAM:** The District will provide access to the Part-Time Community College Faculty Health Insurance Program (also known as the Adjunct Medical Benefits program [AMBP]) to eligible adjunct faculty members. Under this plan, the District will provide the medical group plans provided to contract faculty (10.02.A). A participating adjunct faculty member will pay 50 percent of the cost for the plan selected.

**10.04 MEDICAL BENEFIT COSTS:** For fiscal year 2021-22, the provisions of 10.05 A-C will apply. During 2021-22 AFA and the District agree to negotiate cost controlling measures to limit benefit cost increases in 2022-23 and beyond.

- A. **Kaiser HMO:** The District will assume the premium costs with no out-of-pocket premium costs to the faculty member.
- B. **Blue Shield PPO and HMO:** The District will assume the premium costs less the faculty out-of-pocket monthly premium costs, which will be equal to the difference of the annual premium cost between that plan and the premium cost of the Kaiser HMO plan.
- C. **Blue Shield and Kaiser ABHP:** The District will provide the Blue Shield and Kaiser ABHP plans with no premium costs paid by the faculty member.
  - 1. The District will contribute an amount to the faculty member's Health Savings Account (HSA) for each of ten (10) contract salary payroll periods per benefit year as specified in Table 10.1.
  - 2.

Plan Tier	District Tenthly Contribution
Single	\$120
Double/Family	\$180

*Table 10.1*

- 3. Effective October 1, 2016, in the first quarter of the first benefit year in which the faculty member is enrolled in an ABHP plan, the District will reimburse a faculty member for 50 percent of the faculty member's time sensitive, non-elective, medically essential, and deductible-eligible expenses that in total are in excess of \$750 (single tier) or \$1500 (double/family tier).
  - 4. In the first and second benefit years in which a faculty member is enrolled in an ABHP, the District will advance up to ten (10) contributions per 10.04.C.1 to cover any shortfall in the enrollee's HSA balance as the result of essential and deductible-eligible medical expenses.
- D. **Adjunct Medical Benefit Premium Costs:** The District premium costs will be funded from the Adjunct Medical Benefits Account (AMBA).
  - 1. Each fiscal year, the District will credit the AMBA the amount equal to the sum of 2 percent of faculty hourly salary and employer-paid payroll expenses for the concessions specified in [Article 26](#), paragraph 26.03.B, the amount contributed by the State through the District's participation in the Part-Time Community College Faculty Health Insurance Program, and \$160,000. In the 2019-20 fiscal year, the District's payroll-based credit to the Adjunct Medical Benefit Account (AMBA) defined in this paragraph will be reduced from 2 percent of faculty hour salary and employer-paid payroll expenses to 1 percent of faculty hour salary and employer-paid payroll expenses. The District and AFA will meet between June 30, 2020 and August 15, 2020 to jointly decide whether to extend this percentage reduction for another year or to establish a different percentage not greater than 2 percent.
  - 2. The balance of funds in the AMBA at the end of the fiscal year will be brought forward to the next year.
  - 3. In the event of a shortfall in the AMBA, AFA and the District will negotiate offsetting conciliations or concessions.



- 10.04.D.** 4. In the event of the termination of the AMBP, the concessions specified in [Article 26: Salary Schedule Development](#), paragraph 26.03.B. will be restored to the hourly salary schedules and AFA will designate the use of any positive balance in the AMBA.

# Article 11: Conciliation/Grievance/Arbitration

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## 11.01 INTRODUCTION

- A. **Prompt Resolution of Differences:** The All Faculty Association and the Sonoma County Junior College District recognize that the prompt resolution of differences is essential to sound employer-employee relations.
- B. **Conciliation/Grievance Initial Advisory Process:** To encourage informal and confidential resolution of disputes prior to the filing of a grievance, the AFA Conciliation/Grievance Officer shall, when asked by the complainant or AFA Executive Council, consult with those who may be helpful in resolving the dispute to assist faculty members in the resolution of such disputes.
- C. **Tenure Arbitration:** In matters related to arbitration of tenure issues, the procedures identified in the [Ed Code Sections 87610-87611](#) will be followed.

## 11.02 WHO MAY FILE A FORMAL GRIEVANCE: When the complainant is not satisfied with the results of the initial advisory process or chooses not to participate in the process, a grievance may be filed. Each of the individuals identified below are eligible to file, as long as s/he is not alleging a violation, misinterpretation, or misapplication previously and unsuccessfully grieved:

- A. **Unit A Member:** Any faculty member who, at the time of filing, is represented by the bargaining unit; or
- B. **Former Unit A Member:** Any former faculty member who was represented by the bargaining unit during the alleged grievance; or
- C. **AFA Representative**
  - 1. A representative of the AFA who has been authorized to file the grievance on behalf of the AFA by the AFA Executive Council; or
  - 2. A representative of the AFA who has been authorized by an individual faculty member to file the grievance on behalf of the employee.

## 11.03 REPRESENTATION DURING CONCILIATION/GRIEVANCE: Upon the filing of the grievance and thereafter, a grievant may be advised and represented by:

- A. **AFA:** Advised by AFA and AFA's legal counsel and represented by AFA.
- B. **Grievant:** Advised and represented by him/herself.
- C. **Grievant's Representative:** Advised and represented by a representative of his/her own choosing other than AFA; however, a Unit A member cannot be formally represented by any other bargaining agent.

## 11.04 FILING AND TIME LIMITS ON FILING

- A. **District Grievance Form:** The person eligible to file a formal grievance shall complete a District *Grievance Form*. The faculty member may request assistance of the AFA Conciliation/Grievance Officer in completing the form. The form shall contain:
  - 1. A concise statement of the alleged violation, misinterpretation, or misapplication of specific provisions of the Agreement and other mutually agreed upon policies related to terms and conditions of employment.
  - 2. A description of how the grievant was adversely affected, and
  - 3. The proposed remedy requested, which may be changed at any time during the process.

#### **11.04.B. Grievance Time Limits:**

1. A formal grievance shall be initiated by the filing of a completed written District *Grievance Form* with the Director of Human Resources within thirty (30) working days after the grievant reasonably could have discovered and verified the circumstances, or action, giving rise to the grievance.
2. Either party to the grievance may initiate a suspension of the process during the summer months.
3. Regardless of the date of discovery, a grievance shall not be filed beyond the existing statute of limitations.

#### **C. Beginning the Grievance Process**

1. District role:
    - a. The Director of Human Resources shall have ten (10) working days to acknowledge in writing official receipt of the District *Grievance Form* and to document the District's opinion regarding the forms' completeness and that the grievance is timely, addresses a contractual or eligible policy violation, and has been filed by an eligible individual. The findings of the Director of Human Resources shall be communicated in writing to the AFA Conciliation/Grievance Officer.
    - b. The Director of Human Resources shall keep a complete file of all documentation associated with each grievance in order to provide it to the administrative designees at each step of the process.
  2. AFA role: The AFA Conciliation/Grievance Officer shall have fifteen (15) working days to respond in writing to the written District's findings about the grievance.
    - a. AFA's written response to the District findings shall be submitted to the Director of Human Resources.
    - b. If AFA agrees with the District's findings the process either proceeds to Step 1 or is dropped in accordance with the District's opinion.
    - c. In the event that the AFA Conciliation/Grievance Officer does not agree with the District's findings, additional information may be submitted to the Director of Human Resources by the grievant or AFA to address the concerns identified by the District. In this case, the grievance may proceed and the issues in conflict will be resolved during the various steps of the grievance process.
- D. **Initiating Step 1:** Receipt by the Human Resources Director of the AFA written response to the District grievance findings initiates Step 1–Conciliation.

#### **11.05 STEP 1–CONCILIATION**

- A. **Confidential Meetings:** Within five (5) working days of submitting AFA's response to the District grievance findings, the AFA Conciliation/Grievance Officer and/or the grievant and/or his/her representative, if not represented by AFA, will start a process of confidential and informal meetings at the lowest possible administrative level to resolve the differences outlined in the District *Grievance Form*. A conscientious and good faith conciliation attempt will be made by both faculty and administration before proceeding to Step 2 of the grievance procedure.
- B. **Inadmissibility of Evidence/Statements:** Evidence of conduct or statements made during the informal conciliation meetings between the faculty member and the administration shall be inadmissible in any subsequent grievance proceedings.
- C. **Initiating Step 2:** In the event that the grievance cannot be settled at this level, Step 2 shall be initiated by either party submitting to the Human Resources Director a written request for an administrative review.

#### **11.06 STEP 2–ADMINISTRATIVE REVIEW**

- A. **Administrative Designee:** Within fifteen (15) working days of receipt of the request for progression to Step 2, an administrative designee shall be appointed by the Superintendent/President to represent the management team in resolving the grievance. The administrative designee shall not be the person originally involved in the dispute. The AFA Conciliation/Grievance Officer and/or the grievant and/or his/her representative, if not represented by AFA, may request of the Superintendent/President the replacement of the initial appointment of the administrative designee. However, the final decision as to who will serve as the administrative designee will be made by the Superintendent/President.
- B. **Meeting:** Within fifteen (15) working days of submitting to the Human Resources Director a written request for an administrative review, the administrative designee shall schedule a meeting with the grievant and his/her representative to afford them a reasonable opportunity to be heard. The administrative designee may also seek additional information about the grievance from any source.
- C. **Administrative Review Findings:** Within fifteen (15) working days of the meeting noted above, the administrative designee shall provide a written decision to the grievant, the AFA Conciliation/Grievance Officer, and the Human Resources Director informing them of the intended resolution of the dispute.
- D. **Initiating Step 3:** In the event that the grievant is not satisfied with the disposition of the grievance at this level, the AFA Conciliation/Grievance Officer, the grievant and/or his/her representative, if not represented by AFA, may initiate Step 3 by submitting a written request for Superintendent/President's Review, along with any additional documentation, to the Human Resources Director within fifteen (15) working days of the receipt of the Administrative Review Findings.

#### **11.07 STEP 3–SUPERINTENDENT/PRESIDENT'S REVIEW**

- A. **Meeting:** Within ten (10) working days of the submittal of a written request for Superintendent/President Review to the Human Resources Director, the Human Resources Director will deliver the grievant's documentation to the Superintendent/President. Within another five (5) working days, the Superintendent/President shall schedule a future meeting with the grievant and his/her representative to review material relevant to the dispute and decisions taken to resolve the dispute.
- B. **Superintendent/President's Review Findings:** Within fifteen (15) working days of the meeting noted above, the Superintendent/President shall provide a written decision to the grievant, the AFA Conciliation/Grievance Officer, and the Human Resources Director informing them of the intended resolution of the dispute.
- C. **Initiating Step 4:** In the event that the grievant is not satisfied with the disposition of the grievance at this level, or if the Superintendent/President fails to make a timely decision, Step 4 may be initiated by AFA by submitting a written request for a *Board of Trustees Decision Based on Advisory Arbitration* to the Human Resources Director within fifteen (15) working days of the receipt of the Superintendent/President's Review Findings or within fifteen (15) working days of when the Superintendent/President Review Findings should have been submitted.

#### **11.08 STEP 4–ADVISORY ARBITRATION**

- A. **AFA's Exclusive Right:** AFA shall have the exclusive right to submit the decision of the Superintendent/President to advisory arbitration on behalf of the unit member. Submittal of the written request for the *Board of Trustees Decision Based on Advisory Arbitration* will start Step 4 of the process. If AFA declines to submit the grievance to advisory arbitration, the grievant shall have exhausted all administrative remedies. The grievant is free to pursue other legal remedies that may be available.

#### **11.08.B. Selection of Arbitrator**

1. Unless AFA and the District mutually agree upon an arbitrator within five (5) working days of the filing to move to Step 4 of this process, a representative of AFA and a representative of the District shall jointly request the American Arbitration Association to submit a list of seven (7) arbitrators. Fees for this list will be shared equally.
2. Within five (5) working days of the receipt of the requested list of arbitrators, AFA and the District shall alternately strike names from the list until only one (1) name remains. That person shall serve as the arbitrator. A toss of the coin shall determine which representative strikes the first name from the list. If both parties are mutually dissatisfied with the list, a new list may be requested with costs equally shared by both.
3. The District representative shall immediately send a written notice of selection to the chosen arbitrator, requesting an arbitration hearing as soon as possible. The notice of selection shall be accompanied by a copy of the Agreement and relevant policy, a copy of the District *Grievance Form*, and the written notice of intent to consolidate grievances, if applicable. (See section 11.10.B.)
4. The arbitrator shall establish as early a hearing date as is practicable, provided that the arbitrator shall notify the grievant, Board designee, and AFA of the date, time, and place of the hearing at least five (5) working days in advance of the date set for the hearing.
5. If the arbitrator fails to establish a hearing date that is within ninety (90) calendar days of the date of his/her selection, either AFA or the District may request the selection of a new arbitrator pursuant to the above procedures.

#### **C. Hearing**

1. It shall be the duty of the arbitrator to hold a hearing for the purpose of considering arguments and evidence submitted by parties to the grievance and to form a decision to resolve the grievance which will be submitted to the Board to be used in an advisory capacity in forming their decision.
2. Except as otherwise noted herein, the *Voluntary Labor Arbitration Rules* of the [American Arbitration Association](#) shall govern the arbitration proceedings. Attendance at the hearing shall be limited to:
  - a. The grievant
  - b. The AFA representative
  - c. The District representative
  - d. The arbitrator
  - e. The court reporter, if any
  - f. Witnesses, but only while giving evidence
  - g. Role of legal counsel shall be as mutually agreed upon by AFA and the District.
3. The grievant and all necessary witnesses shall be provided release time for the time during which they are needed at the hearing.

#### **D. Arbitrator's Findings**

1. The arbitrator shall, as soon as possible after the conclusion of the hearing, prepare his/her advisory report. The arbitrator's report shall consist of the arbitrator's detailed findings of facts, awards, and decisions. This report shall be submitted to the Board, the District representative, AFA, and the grievant.
2. Acceptance or rejection of report.

- 11.08.D.2.** a. Post-arbitration report meeting: Within ten (10) working days of the receipt of the report, AFA and the District representative shall meet to accept or reject the results of the arbitration report.
- b. If mutually acceptable, the Board shall be informed and the grievance shall be considered solved. The District shall send a report outlining the remedy to the grievant, AFA, the District, the Human Resources Director, and the Board of Trustees.
- c. If the decision of the arbitrator is not mutually acceptable, the arbitrator's report shall be submitted to the Board, immediately following this meeting, to be used as advisory by the Board to help resolve the grievance.

#### **11.09 STEP 5—BOARD DECISION BASED ON ADVISORY ARBITRATION**

- A. **Timeline for Board Decision:** In the event that the parties do not agree with the recommendation of the arbitration report, the Board shall render a decision about the arbitrator's proposed resolution of the grievance at the next regularly scheduled Board meeting, provided that at least fifteen (15) days are allowed for Board consideration from the post-arbitration report meeting between AFA and the District representative.
- B. **Consideration of Arbitration Report:** The Board shall consider the advisory arbitration report in making its decision. At the discretion of the Board, both AFA and the District representative may be requested to submit a brief (length to be set by the Board) evaluation of the arbitrator's decision.
- C. **Written Decision:** The Board shall, within fifteen (15) working days after the Board meeting, provide in writing its decision on the grievance and the reasons for the decision to the grievant, AFA, and the Human Resources Director. The Board's decision is final and completes the District grievance process.
- D. **Rights of Grievant:** Completion of the District grievance process shall in no way infringe on the rights of the grievant to pursue the grievance in a court of law.
- E. **Arbitration Costs:** Each party shall bear the costs of preparing and presenting its own case in arbitration. All fees and expenses of the arbitrator shall be paid by the party that "loses" the decision, unless either of the following situations exists:
1. If the Board rejects or modifies, in whole or in part, the decisions and awards of the arbitrator in rendering the Board's resolution of the grievance (except through a process of mutual agreement with AFA and the grievant), the Board shall bear all costs of the arbitrator.
  2. If AFA does not accept the results of the Board's decision consistent with the results of advisory arbitration and elects to bring suit against the Board, AFA shall bear all costs of the arbitrator.

#### **11.10 GENERAL PROVISIONS**

- A. **Time Limits:** The time limits specified in these procedures are maximum limits and every effort shall be made to expedite the process. Notwithstanding this provision, any time limit specified in these procedures may be expanded by written agreement of the parties.
- B. **Consolidation of Grievances:** Grievances may be consolidated by action of the AFA Conciliation/Grievance Committee as follows:
1. A written notice of intent to consolidate grievances shall be sent to the Human Resources Director within five (5) working days of the Conciliation/Grievance Committee action along with each grievant's written consent to consolidation.

- 11.10.B.** 2. Unless the Superintendent/President or designee objects to the joining of grievances in a particular instance, the grievances shall be consolidated in all remaining steps of the grievance procedures.
3. If the Superintendent/President or designee objects to a particular consolidation of grievances by AFA, each grievance shall be treated separately at all steps of the grievance procedures preceding advisory arbitration, but shall be joined at advisory arbitration if the arbitrator rules the consolidation is appropriate.
4. In the event that the Superintendent/President or designee objects to a particular consolidation of grievances, the Human Resources Director shall provide AFA with a written statement of the objections within five (5) working days of receipt of the written notice of intent to consolidate grievances.
5. The final decision in a consolidated grievance shall be binding upon all parties to the grievance.
- C. **Amendment of District Grievance Form:** The District *Grievance Form* may be reasonably amended by mutual consent at any time prior to the submittal of the written request for *Board Decision Based on Advisory Arbitration*, as long as the amendment is related directly to the allegations contained in the original District *Grievance Form*, including remedies proposed by grievant.
- D. **Withdrawal of Grievance:** A grievance may be withdrawn at any time.
- E. **Proceeding to Superintendent/President's Review:** The parties may, by mutual agreement, proceed immediately with any grievance to Superintendent/President's Review by agreeing to waive earlier stages of the conciliation/grievance process.
- F. **Filing of Grievance Records**
1. All documents, communications and records dealing with processing of a grievance shall be placed in a separate grievance file, except that any document of record removed from a personnel file or any other file for use in the grievance proceeding shall be returned to the original file.
2. At the time a document is removed, a form for each document removed, stating the contents of the document removed, shall be placed in the file only to be replaced by the document following the grievance procedures.
- G. **Grievance Materials:** Grievance materials shall not be placed in personnel files.
- H. **No Reprisals:** There shall be no reprisals of any kind taken against any of the participants or representatives because of participation in a grievance or support thereof.

# Article 12: Contract Education

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## **12.01 PROCEDURES FOR CONTRACT EDUCATION ASSIGNMENTS**

- A. **Credit and Noncredit:** The District will hire and assign instructors for credit or noncredit Contract Education assignments pursuant to [Ed Code Section 78022](#) and following District policies and procedures for regular District classes.
- B. **Not-for-credit:** Faculty for all not-for-credit classes will be selected through consultation with departments of disciplines related to the subject matter of the proposed course content whenever possible.
- C. **Assignment Contingency:** A Contract Education assignment is contingent upon approval of the faculty member by the contracting entity.
- D. **District Employee:** The District, not the contracting entity, is the employer of faculty members accepting Contract Education assignments.
- E. **Evaluations:** Faculty performance in Contract Education assignments will be evaluated pursuant to [Ed Code Section 78022](#) and according to procedures specified in the contract between the District and the contracting entity. An evaluation for a Contract Education assignment will not be placed in the faculty member's personnel file.
- F. **Load:** Contract Education assignments will not count toward load in the District.
- G. **Members of the Unit:** Faculty performing in Contract Education assignments do so as members of the bargaining unit.

## **12.02 COMPENSATION FOR CONTRACT EDUCATION ASSIGNMENTS**

- A. **Credit and Noncredit Classes:** Faculty teaching credit and noncredit Contract Education classes will be compensated in the same manner as faculty in the regular District program if those courses meet the same standards as courses in the credit and noncredit curriculum pursuant to Ed Code Section 78022.
- B. **Not-for-Credit:** Faculty teaching not-for-credit classes will be compensated pursuant to Ed Code Section 78022 and according to the District standards for not-for-credit instruction.

## **12.03 COMMUNITY EDUCATION:** Faculty selected to teach in community education are not members of the bargaining unit for those assignments.



# Article 13: Department Chairs and Coordinators

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**13.01 CHAIRS AND COORDINATORS DEFINED AS FACULTY:** Faculty members serving as chairs or coordinators are classified as faculty for the purposes of this Agreement. A faculty member may serve concurrently as chair and in one (1) or more coordinator assignments.

**13.02 RESPONSIBILITY TO FACULTY AND TO SUPERVISING ADMINISTRATORS:** Chairs and coordinators have responsibilities both to the faculty in the department and to the supervising administrators to whom they report. Their positions require them to represent faculty concerns and opinions about the academic programs and work in cooperation with their supervising administrators.

**13.03 CHAIR AND COORDINATOR DUTIES**

- A. **Primary Chair Duties:** These duties will be performed by the chair. Examples of these duties may include, but are not limited to, the following:
1. Provides leadership to the department to ensure that the department's programs, curriculum, facilities, faculty and staff serve student needs.
  2. Acts as liaison between the District and the department and maintains regular, clear, and open communications with regular and adjunct faculty.
  3. Serves as the primary spokesperson and representative for the department in District matters.
  4. Serves as liaison to other departments and services, and disseminates appropriate information to the college community.
  5. Attends Department Chair Council and Instructional Managers (DCC/IM) meetings.
  6. Attends mandatory Department Chair Training Days.
  7. Administers and maintains currency in District policies, procedures, contracts, and Academic Affairs guidelines, and assists in implementing district and state mandated changes.
  8. Schedules and facilitates regular department meetings in a timely and inclusive manner, and convenes department standing and ad-hoc committees as needed.
  9. Supervises the maintenance of department records, such as departmental procedures, syllabi, textbook orders, and minutes of department meetings.
  10. Assures that department websites are kept current.
  11. Coordinates the development and maintenance of departmental guidelines.
  12. Provides leadership for departmental planning, including department Program and Resource Planning Process (PRPP), program evaluation ([District Policy 3.6P](#), March 11, 2014), and departmental alignment with strategic planning.
  13. Coordinates faculty evaluations for regular and adjunct faculty members in the department as established in [Article 14A: Regular Faculty Evaluations](#) and [Article 14B: Adjunct Faculty Evaluations](#).
  14. Assures that all newly-hired faculty members are familiar with the course outline of record for their assignments, and disseminates information about curriculum changes to department members in a timely manner.
  15. Participates in the tenure review process in the department as established in [Article 30: Tenure Review](#).

- 13.03. A.** 16. Provides immediate, “day-to-day” supervision of identified classified staff and appropriate input for the evaluation of classified staff.
17. Attends to inquiries and complaints by department faculty members or staff, and resolves such matters directly or refers them to the District, as appropriate.
18. Assists in the development of grant applications, business and industry partnerships, and special funding.
19. Ensures that all Career and Technical Education (CTE) programs convene and utilize appropriate advisory committees.
- B. Ancillary Chair Duties:** These duties may be performed by the chair, by a coordinator within the coordinator’s discipline (see section 13.03.C), or by a faculty member to whom the duty has been delegated by the chair (see paragraph 13.07.C). Examples of these duties may include, but are not limited to, the following:
1. Oversees development and modification of discipline curriculum and programs.
  2. Coordinates the student learning outcomes assessment plan and assessment activities.
  3. Recommends class schedules for department disciplines that respond to student needs, comply with Article 16 and written departmental procedures for hourly assignments, and comply with District timelines.
  4. Coordinates the hiring process for contract and adjunct faculty positions, including the recruitment of faculty to serve on hiring committees.
  5. Assists in the orientation of newly-hired contract and adjunct faculty members.
  6. Provides oversight of classrooms, studios, laboratories or facilities.
  7. Assists in monitoring the use, condition, and safety of facilities and equipment assigned to the department disciplines, and recommends necessary repairs and modifications.
  8. Monitors discipline or program budgets and contributes to departmental budget development.
- C. Coordinator Duties:** A coordinator may be assigned any ancillary Chair duties (see section 13.03.B) and any of the following duties (subject to paragraph 13.04.C):
1. Directs outreach and recruitment of students at career fairs and other venues as appropriate.
  2. Organizes outreach to local businesses and industry.
  3. Coordinates outreach to local primary and secondary institutions.
  4. Plans and coordinates the activities of the Advisory Committee(s) including recruitment of business and industry members ([Board Policy](#) 3.13, December 10, 2013).
  5. Administers special or competitive student application and admissions procedures.
  6. Provides input to the department chair for recruitment and evaluation of classified staff.
  7. Ensures compliance of curriculum with relevant outside groups, which may include government agencies, industry groups and transfer institutions.

- 13.03.C.** 8. Advises prospective and current students with insight into relevant industries including career goals and required educational pathways.
9. Responds to inquiries from the public regarding the program.
- D. **Special Assignments:** By the special nature of certain departments, a chair or coordinator may perform duties that are not part of the chair or coordinator duties specified in sections 13.03.A-C, or generally considered as chair or coordinator duties common to most departments. Based on the level of time and commitment required, these duties either will be considered for contract faculty as District and Department Service (see [Article 17: Job Descriptions](#), section 17.02) or will be considered as special assignments and compensated with reassigned time (see [Article 17: Job Descriptions](#), section 17.11). A chair may confer with AFA and the District with respect to compensation for such duties.

#### **13.04 COORDINATOR ASSIGNMENTS**

- A. **District Right-of-Assignment:** The District will maintain the right of assignment for coordinator assignments. The District may, in consultation with the chair, initiate, revise or eliminate a coordinator position in a department at any time. In consultation with the chair and a faculty member, the District may assign a coordinator position to the faculty member.
- B. **Coordinator List:** The District will maintain a complete list of current coordinator assignments and reassigned time, which will be subject to review by AFA. The District will make this list available to faculty and AFA.
- C. **Adjunct Coordinators:** Adjunct faculty may refuse coordinator assignments without prejudice or loss of load. Adjunct coordinators may not perform duties related to administering evaluations, directly determining faculty assignments, or coordinating contract faculty hiring activities. The chair may confer with an adjunct coordinator when determining faculty assignments.
- D. **Chairs as Coordinators:** The District will compensate the chair for the coordinator assignments as specified in section 13.04.B, which will be in addition to chair compensation (see section 13.07).

#### **13.05 ELECTION OF CHAIR**

- A. **Eligibility and Approval:** Any department regular faculty member is eligible to serve as chair. The chair is elected by majority vote of the department electorate, and serves subject to the consent of the District. The current chair will be eligible to run in the election.
- B. **Term of Office:** The term of the office is three (3) years. The term begins on the first day of the fall semester in the first year of the term or on District-Designated Activities Day, Department Chair Training Day, or Professional Development Activity Day, whichever comes first.
- C. **Regular Elections:** A regular chair election for the subsequent term of office will be completed and certified between November 1 and February 28 in the third year of the current term.
- D. **Election Procedures:** Before a chair election, the department, in consultation with the supervising administrator, will develop a written election procedure with dates and processes for nominations, ballot distribution, and term of office. This procedure will be developed at least two (2) weeks before the election and distributed to all department faculty members and the District:

- 13.05. D.** 1. All members of the department electorate will be eligible to vote.
2. Balloting will be confidential. Ballots will be either paper or electronic copy. Proxy votes will not be accepted.
3. Runoff elections will be used as needed to achieve a majority decision.
4. The supervising administrator will tally the votes and certify the election.
- E. Appointment in Lieu of Chair Election:** If, after reasonable effort, a chair is not elected, the Vice President of Academic Affairs (VPAA) may, at his/her discretion, appoint a consenting contract faculty member from the department, a consenting contract faculty member from a different department, or an administrator as chair.

**13.06 CHAIR VACANCIES:** A chair position will be considered vacant if the chair resigns, becomes unable to complete the term of office, is recalled by the department, or removed by the VPAA. In the case of a chair vacancy, the provisions in sections 13.05.D-E will apply to the election or appointment of a new chair. If the chair position is vacant after June 1, and no election to replace the chair has been completed, then the VPAA may appoint a consenting regular faculty member to act as chair, as necessary, until the beginning of the next academic year.

- A. Absence of One Semester or Less:** If the chair is absent for a period of one (1) semester or less due to an approved leave, such as medical leave, or sabbatical leave, a temporary replacement will be elected by a majority vote of those members of the department electorate who cast votes, in accordance with the guidelines set forth in 13.05.
- B. Absence During the Summer:** If a chair elects not to serve during the summer, s/he must notify the VPAA and identify a substitute chair, subject to VPAA approval.
- C. Resignation:** A chair may resign the chair position before the end of the current chair term of office by notifying the supervising administrator in writing of the effective date of resignation. A special chair election will be completed and certified within twenty (20) academic calendar instructional days of the written resignation notification.
- D. Recall by Department Faculty:** At the written request of 30 percent of the department electorate, the supervising administrator will convene a meeting of the department members for a confidential recall vote. If the majority of the department electorate vote to recall the current chair and the supervising administrator certifies the recall vote, then the current chair will be removed from the chair position at the time of the vote. A special chair election will be completed and certified within twenty (20) academic calendar instructional days of the recall.
- E. Removal by District:** The VPAA may conclude, on the basis of direct knowledge and in the best interests of the District and the faculty, that the current chair should be removed from the chair position. The removal of a chair by the District will proceed as follows:
1. The supervising administrator will meet with the chair and request the chair to resign in a timely manner. At the request of the chair, this meeting will be confidential.

- 13.06. E. 2.** If the chair chooses not to resign in a timely manner, the supervising administrator will convene a meeting of the department members and present the District's reasons for removal, unless those reasons require confidentiality in Board Policy, contract, regulations, or laws. Any department member, including the chair, may make statements at this meeting. The VPAA may elect to remove the chair (effective immediately) from the chair position within one (1) week of this meeting. A special chair election will be completed and certified within twenty (20) academic calendar instructional days of the removal.
- F. Adjustment of Load:** In the event of a resignation, recall, or removal by the VPAA, the chair reassigned time will end and the chair's load will be adjusted accordingly.

### **13.07 COMPENSATION AND REASSIGNED TIME**

- A. Chair Reassigned Time:** The District will provide reassigned time for chairs for academic years 2017-18, 2018-19, 2019-20, 2020-21, and 2021-22. This reassigned time is specified in Appendix 4 of this Agreement.
1. The computed reassigned time for each chair in academic years 2017-18, 2018-19, 2019-20, 2020-21, and 2021-22 only is computed as specified in Table 13.1:

<b>A: Budget</b>
Total revenue allocated to the department budget in the 4000 and 5000 categories for 2015-16, in units of \$10,000.
<b>B: Department Employees</b>
Number of faculty members and staff assigned to the department in February 2017.
<b>C: Number of Courses</b>
Number of active courses listed in the department's six-year assessment plan on file with Academic Affairs or in the PRPP as of the end of the 2015-16 academic year.
<b>D: Number of Sections</b>
Number of instructional sections in department for the academic year 2015-16.
<b>E: Base</b>
292 units for fixed time commitments common to all chair assignments.
<b>Points</b> = $8 \times A + 5 \times B + 2 \times C + 3 \times D + E$
<b>Reassigned Time</b> = $\text{Points} \times 15.17/32521$ (as FTEF, rounded to nearest 0.01).

**Table 13.1**

2. The District will provide reassigned time for each chair for each academic year 2017-18, 2018-19, 2019-20, or 2021-22 subject to the following:
- If the computed reassigned time is greater than the previous academic year's reassigned time plus 5 percent FTE, then the provided reassigned time will be the previous academic year's reassigned time plus 5 percent FTE; else
  - If the computed reassigned time is less than the previous academic year's reassigned time minus 5 percent FTE, then the provided reassigned time will be the previous academic year's reassigned time minus 5 percent FTE; else

- 13.07. A. 2. c.** The provided reassigned time will be the computed reassigned time as specified in section 13.07.A.1.
3. The reassigned time for a chair may be adjusted based on the provisions of paragraph 13.04.D and section 13.07.B.
  4. A chair will be compensated for performing approved Department Chair Duties (13.03.A-B) that exceed contractually determined reassigned time. To be eligible for such compensation, the additional tasks and hours must be approved in advance by the supervising administrator and VPAA; the chair will be compensated at the base hourly rate. If the duties are not approved, the chair may decline to perform them without prejudice. A Personnel Form and timesheet are required.
  5. The reassigned time for chairs for academic years 2022-23 and thereafter will be negotiated.
- B. Coordinator Reassigned Time:** The District will reasonably and fairly compensate coordinators with reassigned time or a fixed number of hours based on the workload of the assignment.
1. The District may provide up to 50 percent of the coordinator's compensation for reassigned time by redirecting chair-reassigned time in that department for those ancillary chair duties that are assigned to the coordinator (see section 13.03.B).
  2. A coordinator will be compensated for performing approved Coordinator Duties (13.03.B-C) that exceed contractually determined reassigned time. To be eligible for such compensation, the additional tasks and hours must be approved in advance by the supervising administrator and VPAA; the coordinator will be compensated at the base hourly rate. If the duties are not approved, the coordinator may decline to perform them without prejudice. A Personnel Action Form and time sheet are required.
  3. In addition to chair compensation (see section 13.07.A), the District will compensate the chair for the coordinator assignments that are assigned and performed by the chair.
  4. During AY 2018-19, the District and AFA will gather CTE coordinator workload data to inform future negotiations about fair and reasonable time for CTE coordinators. CTE coordinators will keep a weekly log citing specific CTE coordinator tasks and the number of hours spent on each task from August 17, 2018 to May 26, 2019. CTE coordinators will forward to the District and AFA the complete fall log by December 31, 2018 and the spring log by June 1, 2019.
- C. Delegation of Duties:** The department chair may, in writing, delegate specific chair job duties to a particular faculty member for a specific period of time and allocate a reasonable amount of chair-reassigned time to that faculty member for that period of time. This action may only occur with the consent of the faculty member, the approval of VPAA, and the review of AFA. The allocation will reduce the chair's reassigned time by the equivalent amount. Chair-reassigned time will not be used for coordinator duties other than as specified in paragraph 13.07.B.1.

#### **13.07.D. Chair and Coordinator Work Outside the Fall and Spring Semesters**

1. For summer term, chairs will be compensated for up to twelve (12) hours for department business, and up to seven and one-half (7.5) hours per FTEF of summer term faculty assignments for summer term administration.
2. When the District requires chairs to perform duties outside the fall and spring semesters, and beyond the reasonable and typical workload for that time period, the District will compensate the chairs accordingly.
3. When the District requires coordinators to perform duties outside the fall and spring semesters, the District will compensate the coordinators accordingly.
4. Compensation specified in paragraphs 13.07.D.1-3 will be at the base hourly rate and may only occur with the prior approval of the VPAA.

**13.08 CHAIR AND COORDINATOR FEEDBACK PROCEDURE:** Chair and coordinator feedback is a formative process intended to give the chair and coordinator feedback for self-reflection and improvement as well as to recognize commendable performance.

##### **A. Feedback from Department Faculty, Supervising Administrator and Others**

1. The VPAA, AFA, and faculty co-chairs of DCC/IM will approve a "*Department Chair Feedback Instrument*" form.
2. The VPAA will furnish the approved form to all faculty members, contract and adjunct, who have faculty assignments in the department in any term of the current year. The forms will be distributed by the end of the eighth week of the spring semester and collected in a timely manner with respect to the deadlines in paragraph 13.08.B.1-2.
3. Chairs will receive feedback each year in which they serve. The VPAA must approve in writing any exceptions to this requirement. Coordinators will receive feedback on an as-needed basis as determined by the supervising administrator in consultation with the chair. The feedback will focus on the chair's performance with respect to chair job duties (see section 13.03).
4. In addition to those individuals specified in paragraph 13.08.A.2, the chair (or coordinator) and supervising administrator, by mutual consent, may specify District employees or community members who have direct knowledge of the chair's (or coordinator's) performance, such as classified staff, administrators, other faculty members, or advisory committee members, to provide feedback.

##### **B. Discussion of Feedback**

1. The VPAA will compile a summary of the returned, complete forms by the end of the spring semester. Those submitting feedback will remain anonymous.
2. The supervising administrator will confer with the chair (or coordinator) prior to the end of spring semester. The supervising administrator will also share his/her feedback on the chair's (or coordinator's) performance either verbally or in writing, separate from the feedback summary.
3. No documents from this process will be placed in a faculty personnel file or may be used in a faculty evaluation in any manner. The District will not retain any documents or other written information from this process after the current term of the chair expires.

# Article 14A: Regular Faculty Evaluations

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## CONTENTS

- 14A.01 Definitions
- 14A.02 Education Code References
- 14A.03 Overview
- 14A.04 Ethical Behavior for the Evaluation Process
- 14A.05 Determination of Regular Faculty to be Evaluated
- 14A.06 Timeline for the Evaluation Process
- 14A.07 Notification of the Evaluatee
- 14A.08 Identification of the Evaluation Team
- 14A.09 Supervising Administrator and Department Chair Conference
- 14A.10 Submission of the Evaluation Materials
- 14A.11 Observation Report and Student Evaluations
- 14A.12 Final Report
- 14A.13 Incomplete or Late Evaluations
- 14A.14 Submitting the Evaluation File
- 14A.15 Follow-up Evaluation
- 14A.16 Checklist of Evaluation Roles and Duties
- 14A.17 Identification of the Department Chair
- 14A.18 Identification of the Supervising Administrator
- 14A.19 Identification of the Appropriate Vice President
- 14A.20 Establishing and Implementing Rotation Lists
- 14A.21 Special Situations and Other Provisions

## 14A.01 DEFINITIONS

"CONFER" means to discuss using any appropriate form of communication, such as in person, by email, in writing, by telephone, or in a videoconference.

"CONTINUING EVALUATIONS" means those evaluations that occur after probationary faculty members have completed their tenure review process. (See [Article 30](#): Tenure Review.)

"DEPARTMENT PEER" means a faculty peer chosen from a rotation list consisting of faculty in the same discipline or faculty from all disciplines in the department.

"EVALUATION MATERIALS" means official documentation associated with the evaluation process, such as syllabi, teaching or allied schedule, or self-assessment. Only the specified evaluation materials are placed in the evaluatee's personnel file.

"EVALUATION FILE" means a compilation of evaluation reports that are part of the evaluation process.

"NON DEPARTMENT PEER" means a faculty peer chosen from a pool of all those regular faculty members who chose the option of a peer from outside the department.

## 14A.02 EDUCATION CODE REFERENCES

- A. **Participants:** The team evaluation, following the procedures outlined in this article, serves to fulfill the intent of AB 1725 Section 4(v)(5). *"A faculty member's students, administrators and peers should all contribute to his or her evaluation, but the faculty should, in the usual case, play a central role in the evaluation process and, together with the appropriate administrator, assume principal responsibility for the effectiveness of the process."*



- 14A.02. B. Evaluation Cycle:** *"Contract employees shall be evaluated at least once in each academic year. Regular employees shall be evaluated at least once in every three academic years. Temporary employees shall be evaluated within the first year of employment. Thereafter, evaluation shall be at least every six regular semesters, or once every nine regular quarters, as applicable."* (Ed Code Section 87663[a])
- C. **Peer Review Process:** *"Evaluations shall include, but not be limited to, a peer review process. The peer review process shall be on a departmental or divisional basis, and shall address the forthcoming demographics of California, and the principles of affirmative action. The process shall require that the peers reviewing are both representative of the diversity of California and sensitive to affirmative action concerns, all without compromising quality and excellence in teaching."* (Ed Code Sections 87663[c] and [d]).
- D. **Responsibility:** The faculty and District administration share the responsibility for the evaluation process. The evaluation teams and the District administration reach conclusions regarding performance evaluation, and also address and affirm the need *"to recognize and acknowledge good performance, to enhance satisfactory performance and help employees who are performing satisfactorily further their growth, to identify weak performance and assist employees in achieving needed improvement, and to document unsatisfactory performance."* (AB 1725 Section 4[v][4])
- E. **Student Evaluation:** *"It is the intent of the Legislature that faculty evaluation include, to the extent practicable, student evaluation."* (Ed Code Section 87663[g])
- F. **Specific Procedures and Standards:** *"The governing board of each district, in consultation with the faculty, shall adopt rules and regulations establishing the specific procedures for the evaluation of its contract and regular employees on an individual basis and setting forth reasonable but specific standards which it expects its faculty to meet in the performance of their duties. Such procedures and standards shall be uniform for all contract employees of the district with similar general duties and responsibilities and shall be uniform for all regular employees of the district with similar general duties and responsibilities."* (Ed Code Section 87664)

### **14A.03 OVERVIEW**

- A. **Evaluation Objectives:** The evaluation process provides information to the regular faculty member being evaluated, hereinafter called the evaluatee, and to the district about performance in the four (4) major categories of the regular faculty job description: student contact-related duties, district/department service, professional development and other required job duties. These are described in the regular faculty job description as appropriate for the employment category. (See [Article 17: Job Descriptions](#).)
- B. **Four Areas of Job Performance Evaluation:** The four (4) areas of job performance are:
1. **Student Contact-Related Duties:** Student contact-related duties for both instructional and allied assignments are evaluated through observations, written student evaluations, and evidence of job performance or student concerns or complaints brought to the attention of, and verified by, the department chair or supervising administrator.

**14A.03. B. 2. District and Department Service:** District and department service includes both required and self-directed service. It is generally documented in the regular faculty member's *Self-Assessment Report*, through discussion with the faculty member and his/her colleagues, and through verification of attendance at committee meetings or events.

3. **Professional Development:** Professional development includes required professional development obligations, as well as those independent activities initiated by the faculty member that support or promote the discipline or the profession academically or in the community, whether paid or unpaid and regardless of payment source.

4. **Other Required Duties:** Other required duties include those activities mandated by other sections of the AFA/District Contract, District Policies and Procedures, or local, state, or federal statute, such as keeping office hours and turning in census rosters and grades on time. This portion of faculty duties will be performed according to established dates or deadlines, as well as in adherence to District policies.

**C. Tenure Review and Evaluations Group (TREG):** This will be a subgroup of negotiations, consisting of two (2) members from each team: the chief negotiators or designees, and one (1) other member to be appointed by each team.

1. The committee will:

- a. Draft tenure review and evaluation documents and forms, and bring them to the negotiations table for approval by both teams.
- b. Periodically review and update these forms, and bring them to the negotiations table for approval by both teams.
- c. Approve all classified staff questionnaires (14A.06.D.5, 14A.16.E.1).
- d. Approve processes for distributing and collecting student evaluations for allied faculty student-contact related duties (14A.16.E.2).
- e. Respond to evaluation and tenure-review related questions from those involved in tenure review or evaluation processes.
- f. Address issues not otherwise clearly addressed in Articles 14A, 14B, and 30, and bring recommendation in the form of a consent agenda to the negotiations table. Either team may move a consent agenda item to negotiations.
- g. Bring to the negotiations table any issues arising under f. above on which the AFA and District representatives of TREG do not agree.

**14A.04 ETHICAL BEHAVIOR FOR THE EVALUATION PROCESS:** The evaluation process demands the highest ethical and professional behavior by all participants, including the following.

- A. **Confidentiality:** To protect the rights of all faculty members and all other participants, all aspects of the evaluation process are to be kept in the strictest confidence. All participants in the evaluation process, with the exception of the evaluatee, will maintain confidentiality unless:
1. Comments of participants, or the evaluation documents, are required in response to the demands of legal procedures.
  2. Information needs to be shared with TREG, legal counsel or other District employees identified by TREG.

**14A.04.B. Objectivity:** Evaluation team members will maintain objectivity during the process.

- C. Concerns about Objectivity and/or Confidentiality. If any participant in the evaluation process believes lack of confidentiality or objectivity is influencing the proceedings, the participant should refer the matter to one of the following:
1. The Vice President of Human Resources for matters related to protected groups.
  2. The next level of administration for matters related to professional and ethical behavior of the supervising administrator on the team.
  3. The All Faculty Association (AFA) Conciliation/Grievance Officer for any concern or question the faculty member might have about the objectivity and/or confidentiality of the process. If the Conciliation/Grievance Officer determines that a concern about confidentiality and/or objectivity relates to a grievable action that has already occurred, the Conciliation/Grievance Officer will proceed according to Article 11: Conciliation/Grievance/Arbitration. Additionally, AFA and the District have a mutual interest in identifying, when necessary, preemptive adjustments to this Agreement to provide for constructive and collegial evaluation and tenure review processes. Therefore, if the Conciliation/Grievance Officer determines that the concern about confidentiality and/or objectivity does not relate to any grievable action that has yet occurred, then the Conciliation/Grievance Officer will refer the matter to TREG (§14A.16.D.5).

#### **14A.05 DETERMINATION OF REGULAR FACULTY TO BE EVALUATED**

- A. **Evaluation Period:** The evaluation period covers three (3) academic years, starting in the beginning of the fall semester of each year and inclusive of the evaluation year. During all three (3) years, faculty members are responsible to keep records of District and department service, including professional development that will be listed in the *Self-Assessment Report*.
- B. **Semester of Evaluation:** Department chairs will assign regular faculty to either a fall or spring evaluation. The evaluation will observe the timelines in this article.
- C. **Duration of Evaluation:** An evaluation remains in effect until replaced by a more recent evaluation.

#### **14A.06 TIMELINE FOR THE EVALUATION PROCESS**

- A. **Steps and Timeline:** The timeline below briefly explains the evaluation process step by step in chronological order. (For a complete description of the process, see the other provisions of this article.) The timeline below is for evaluations of full-semester assignments. This is a recommended timeline, and participants may vary from the timeline so long as they meet the three (3) mandatory dates. The **three (3) mandatory** due dates for this process are:
1. **Week 2:** Notification of the evaluation (District)
  2. **Week 5:** Submission of the syllabi and schedule (Evaluatee)
  3. **Week 16:** Meeting or conference with the evaluatee (District and Evaluatee)

The District's failure to meet the two (2) mandatory District deadlines may result in the evaluation being set aside if requested by the evaluatee. The evaluatee's failure to submit materials or to cooperate does not halt or delay the process. The remaining deadlines are simply recommended dates.

**14A.06.B. Week 2:** No later than the end of **Week 2** of the evaluation semester (**mandatory deadline**) the Office of the Dean of Curriculum and Educational Support Services:

1. Notifies regular faculty members who are due for evaluation and sends evaluation forms and instructions via District email to evaluatees.
2. Notifies department chair and supervising administrator of the regular faculty members who are due for evaluations.

C. **Week 3:** No later than the end of **Week 3** of the evaluation semester:

1. The department chair or evaluation committee identifies the department peer from the rotation list and informs the evaluatee. The evaluatee has the right to reject one (1) department peer.
2. Notification to the department peer does not occur until the evaluatee accepts or rejects the peer in **Week 4**. No response is considered acceptance.
3. The evaluatee may request a non-department peer. An email request sent to the chair is sufficient, followed by a signed copy of the *Non-Department Peer* request form.
4. Requests for a non-department peer must be made no later than the end of **Week 3 of the fall semester**, regardless of whether the evaluation is scheduled for fall or spring. Requests submitted after this date will be denied.

D. **Week 4:** No later than the end of **Week 4** of the evaluation semester:

1. If the evaluatee rejects the first department peer selected from the rotation list, the department chair selects the next available peer from the rotation list and informs the evaluatee. The evaluatee has no further right to reject a peer.
2. The department chair and supervising administrator consult and deliberate about all regular evaluations in the department and determine if the department chair will observe and whether or not the supervising administrator will request to observe.
3. The chair informs the evaluatee of the members of evaluation team, including the department peer, and identifies which members of the team will be conducting observations (email notification preferred). The peer always observes.
4. The chair informs the department peer of the evaluation team assignment.
5. The department chair and supervising administrator determine if classified staff input is desired for any evaluations and plan to distribute those feedback forms. The feedback forms must be pre-approved by TREG.

E. **Week 5:** No later than the end of **Week 5** of the evaluation semester:

1. The Dean of Curriculum and Educational Support Services coordinates the selection of non-department peers.
2. The evaluatee submits his/her course syllabi, schedule of instructional or allied duties, and self-assessment to the department chair (email preferred) (**mandatory deadline**).
3. The department chair ensures that an evaluation file for evaluation materials is created and maintained in a confidential manner.

F. **Week 6:** No later than the end of **Week 6** of the evaluation semester:

1. The department chair sends copies of the syllabi, schedule, and self-assessment to the peer and the supervising administrator (email preferred).

- 14A.06.F.** 2. The supervising administrator notifies the Dean of Curriculum and Education Support Services of department peers and identifies which members of the team will conduct an observation (email list preferred).

**G. Weeks 6 through 11:** During **Weeks 6 through 11** of the evaluation semester:

1. Each observer contacts the evaluatee to find a mutually agreeable time for the observation.
2. Each observer conducts an observation and may be responsible for the collection of the *Student Evaluation* forms. If more than one evaluator is observing a particular section, the team will coordinate so that only one (1) set of student evaluation forms is collected.
3. The department chair ensures that student evaluations are tabulated and that a summary of the tabulated evaluations is sent to the observer.

**H. Week 12:** No later than the end of **Week 12** of the evaluation semester:

1. Each observer meets or confers with the evaluatee to discuss the *Observation Report*, including the narrative and summary of student comments. The *Observation Report* may be shared by paper copy, email, or FAX, and the conference may occur in person, by telephone, by email, or other appropriate means of communication. When using email or FAX, the observer should save a copy of the transmission as evidence of communication.
2. Each observer sends a copy of his/her *Observation Report*, including the summary of student evaluations, to the other members of the team (email preferred).
3. The observer signs the original *Observation Report* and sends it to the department chair.

**I. Week 13:** No later than the end of **Week 13** of the evaluation semester:

1. All members of the team confer about the rating for student contact-related duties. Evidence about student contact-related duties, such as student concerns or complaints brought to the attention of, and verified by, the department chair or supervising administrator may be included in the deliberation.
2. The department chair and supervising administrator confer to assign a rating for District/department service, professional development, and other required duties. For efficiency, the department chair and the supervising administrator may discuss more than one (1) regular faculty evaluation at the same time.
3. The department chair completes the *Final Report* form, designating a rating for each category, and circulates it for signature by each member of the team.
4. If an "Improvement Needed" rating is considered in the student contact-related category, all three (3) members of the team will confer, reach conclusions about recommendations and follow-up, and identify one (1) member to write the narrative for the *Final Report*.
5. A narrative is required when an "Improvement Needed" rating is given in any category. A brief narrative is required to describe follow-up for a "Satisfactory, with Minor Improvement Needed" rating.
6. If there is no agreement on any of the final ratings, one (1) or more members may write a *Minority Report*.

**14A.06.J. Week 14:** No later than the end of **Week 14** of the evaluation semester: If any team member writes a *Minority Report*, it is due no later than five (5) working days after ratings have been determined on the *Final Report*.

K. **Week 16:** No later than the end of **Week 16** of the evaluation semester (**mandatory deadline**):

1. The *Observation Report(s)*, *Final Report* and any *Minority Report(s)* are ready for the evaluatee's review and signature.
2. If all categories are rated "Satisfactory," including "Satisfactory, with Minor Improvement Needed," the department chair meets or confers with the evaluatee to review and sign the *Observation Report(s)*, the *Final Report*, and any *Minority Report(s)*.
3. If any category is rated "Improvement Needed," the department chair forwards the evaluation file to the supervising administrator. The supervising administrator meets with the evaluatee to review and sign the *Observation Report(s)*, the *Final Report*, and any *Minority Report(s)*. The chair may choose to participate in that meeting.
4. The evaluatee has ten (10) working days to respond in writing to the *Observation Report(s)*, the *Final Report*, and any *Minority Report(s)*. The evaluatee's response will be included in the evaluation file.

L. **End of semester:** No later than the end of the semester (recommended deadline):

1. The department chair forwards any remaining evaluation files to the supervising administrator.
2. The supervising administrator's office verifies that the evaluation files are complete and sends the files to the Office of the Dean of Curriculum and Educational Support Services.

#### **14A.07 NOTIFICATION OF THE EVALUEE**

- A. No later than the end of **Week 2**, the Office of the Dean of Curriculum and Educational Support Services notifies regular faculty members who are due for evaluation and sends evaluation forms and instructions via District email to evaluatees.
- B. No later than the end of **Week 2**, the Office of the Dean of Curriculum and Educational Support Services notifies department chairs and supervising administrators of the regular faculty members who are due for evaluation.

**14A.08 IDENTIFICATION OF THE EVALUATION TEAM:** Identification of the evaluation team will occur no later than **Week 4** (recommended timeline) unless a non-department peer was requested. No individual may serve in multiple roles on the team. (See section 14A.17 for identification of the individual who serves as chair in departments without elected chairs. See section 14A.21 for the process when the chair is the evaluatee.)

A. **Department Peer:** The department peer will be selected from the rotation list. (See section 14A.20 for a description of how the rotation list is created and maintained.)

1. In making department peer assignments from the rotation list, the department chair/committee will take into account class scheduling conflicts and, if necessary, move to the next name on the rotation list.

- 14A.08.A.** 2. The evaluatee has the right to reject one (1) department peer. When that occurs, the chair/committee will identify a new department peer by choosing the next available name from the rotation list.
3. With the prior agreement of the supervising administrator, a department chair may offer any probationary faculty member in Years 2, 3, or 4 of the tenure review process the opportunity to serve as an evaluator for regular and/or adjunct faculty evaluations, provided that the evaluatee is not a member of the probationary faculty member's tenure review team. The probationary faculty member may accept or decline this offer without prejudice. The only exception to this arrangement will be if a probationary faculty member has an assignment that requires evaluations of others as a part of the job description. In that case, the evaluations are a required part of the job in all years of employment.
- B. Non-Department Peer:** A non-department peer is chosen in the **fall semester only** from the pool of all those regular faculty members who chose the option to have a peer evaluator from outside the department.
1. Requests for a non-department peer must be made no later than the end of **Week 3 of the fall semester**, regardless of whether the evaluation is scheduled for fall or spring. Requests submitted after this date will be denied.
2. The evaluatee may request a non-department peer. An email request sent to the chair is sufficient, followed by a signed copy of the *Non-Department Peer* request form.
3. TREG will randomly assign non-department peers from the list compiled according to 14B.21.H to teams. In no case will the assignment be reciprocal.
4. If the evaluatee has chosen to exercise the non-department peer option, s/he does not have the right to reject the individual assigned.
5. If only one (1) or two (2) faculty members request a non-department peer, the faculty on TREG will solicit faculty volunteers to serve as a non-department peer. If that fails, then the option will not be available that semester.
6. The Office of the Dean of Curriculum and Education Support Services will notify the team when a non-department peer is identified.
- C. Department Chair:** The department chair is the individual in office at the time of the evaluation.
- D. Supervising Administrator:** The appropriate supervising administrator will serve on the team. (See section 14A.18 for the identification of the appropriate administrator.)
- E. Classified Staff Participation in the Evaluation Process**
1. The evaluation team, when it deems it to be appropriate, will solicit classified staff input by gathering anonymous responses to a set of questions regarding the evaluatee's student contact-related duties.
2. The team will submit the questions to TREG for review and approval prior to their use.
3. The department chair's office will tabulate and share the responses to the questions with each member of the team.

#### **14A.09 SUPERVISING ADMINISTRATOR AND DEPARTMENT CHAIR CONFERENCE**

- A. No later than the end of **Week 4** of each semester (recommended timeline), the department chair and supervising administrator will consult and deliberate about all of the regular faculty evaluations in the department and determine if the chair will observe and/or if the supervising administrator will request to observe.
  - 1. A department chair has the right to conduct an observation, but may choose to waive that right.
  - 2. Upon consultation with the chair, the supervising administrator may request to perform a student contact observation. TREG will consider this request based on a rationale submitted by the supervising administrator, and will decide if the administrator will be allowed to observe.
  - 3. The purpose of this conference is to:
    - a. Discuss any recommendations or follow-up required from previous evaluations.
    - b. Establish a plan for observations for the semester, including who will be observing and which courses, sections and/or duties will be observed. If more than one (1) evaluator is observing a particular section, the team will coordinate so that only one (1) set of student evaluation forms is collected.
    - c. For evaluation of instructional faculty members, the evaluation team is allowed to collect student evaluation forms only from the sections that are observed.
- B. No later than the end of **Week 4**, the department chair will notify the evaluatee of the evaluation team, including who will observe (email preferred), unless a non-department peer has been requested, which requires more time.

#### **14A.10 SUBMISSION OF THE EVALUATION MATERIALS**

- A. **Evaluation Materials:** No later than the end of **Week 5 (mandatory deadline)** of the evaluation semester, the evaluatee will submit evaluation materials to the department chair. For regular faculty, evaluation materials include:
  - 1. Responses to recommendations made in prior evaluation(s);
  - 2. A schedule of classes and/or other student contact-related duties;
  - 3. Current course syllabi for all courses taught that semester; and
  - 4. The *Self-Assessment Report*, described below.
- B. **Self-Assessment Report:** The *Self-Assessment Report* should include the following:
  - 1. Self-reflection on strengths and areas for improvement, as well as plans for professional development.
  - 2. Responses to suggestions and recommendations made in prior evaluation(s).
  - 3. A list and description of any District and department service and any professional development activities performed over the three-year evaluation period, which includes the evaluation year. (See [Article 17: Job Descriptions.](#)) Failure to submit these lists could result in an "Improvement Needed" rating in the District/department service and/or professional development categories for lack of information.
- C. **Tracking and Reminders**
  - 1. The office of the supervising administrator will track all regular faculty evaluations on a form developed by Academic Affairs.



- 14A.10.C.** 2. The department chair will compile and store all evaluation reports in a confidential manner.
3. The department chair will send to the Office of the Dean of Curriculum and Educational Support Services the names of all evaluatees who have not submitted the required materials. Those evaluatees will receive notification that they have not fulfilled their responsibilities under Article 14A.
- D. **Review of Previous Evaluations:** Members of the evaluation team may not review previous evaluations of the evaluatee unless the team is conducting a follow-up evaluation. For a follow-up evaluation, members of the team may review only the most recent evaluation for which the evaluatee received either an "Improvement Needed" or "Satisfactory, with Minor Improvement Needed" rating.
- 14A.11 OBSERVATION REPORT AND STUDENT EVALUATIONS:** Generally speaking, observations will occur in **Weeks 6 through 11** (recommended timeline).
- A. **Scheduling the Observation**
1. Each team member who has committed to do an observation will contact the evaluatee to schedule a mutually agreeable date and time to observe student contact-related duties during **Weeks 6 through 11** of the evaluation semester (recommended timeline).
2. If the evaluatee fails to respond to a request and one (1) reminder to establish a mutually agreeable date/time, the observer can choose the date and time and simply notify the evaluatee.
- B. **Observation Report:** Each member of the evaluation team who participates in an observation will follow these steps.
1. The observer will attend and observe one (1) class session, part of a class session, or a reasonable portion of student contact-related duties of allied faculty members. Online observations will be limited to approximately one (1) week of online learning or one (1) module of teaching.
2. The *Observation Report* form requires a written narrative. It also includes criteria for job performance. Observers are encouraged to use the approved rubric when applying these criteria. This rubric informs, but does not determine, the rating on the *Final Report*.
3. For each section observed, the observer will distribute and collect anonymous student evaluations, using an approved *Student Evaluation* form. If more than one (1) evaluator is observing a particular section, the team will coordinate so that only one (1) set of student evaluations is collected. *Student Evaluation* forms for online classes will be sent electronically and gathered confidentially. A classified employee will tally student evaluations in a confidential manner; student workers will not be allowed to perform this work.
4. For allied faculty, a representative sampling of students may be asked to complete a *Student Evaluation* form. Each department will develop its own procedure for the collection of student feedback for allied student contact-related duties. These procedures and forms must be submitted to TREG for approval and kept on file in the office of the appropriate vice president (either Academic Affairs or Student Services).
5. Evidence from student evaluations will be incorporated into the *Observation Report* narrative as appropriate.

- 14A.11.B.6.** Evidence of job performance and verified student concerns or complaints brought to the attention of any member of the evaluation team may be included in the *Observation Report*.
7. The observer will meet or confer about items contained in or related to the *Observation Report*.
  8. The observer will send (email preferred) the *Observation Report* and the summary of student evaluations to each team member no later than **Week 12** (recommended timeline) of the evaluation semester.
  9. Observers will submit their *Observation Reports* signed by the observer to the department chair no later than the end of **Week 12** of the evaluation semester (recommended timeline).
  10. To preserve the students' right to anonymity, the original *Student Evaluation* forms will not be shared with the evaluatee.
  11. Upon conclusion of the evaluation semester, if all ratings are "Satisfactory" or "Satisfactory, with Minor Improvement Needed," the student evaluation forms will be shredded or destroyed. If any rating is "Improvement Needed," the student evaluations will be kept on file confidentially for one (1) year from the date of the evaluatee's signature on the *Final Report*.

#### **14A.12 FINAL REPORT**

- A. **Final Report Conclusions:** No later than **Week 13** (recommended timeline), the evaluation team will begin deliberations about the *Final Report*. The *Final Report* documents the performance of the evaluatee in the four (4) categories of a regular faculty member's job. (See [Article 17: Job Descriptions](#)). The *Final Report* represents a synthesis of the conclusions reached by team members in the area of student contact-related duties and the agreement of the chair and the supervising administrator with regard to all other required duties.
1. Student Contact-Related Duties: A synthesis of the conclusions of all team members. If there is no consensus, then the majority opinion prevails. If there is no majority, then each observer will submit a *Minority Report*, and the appropriate vice president (see section 14A.19) will determine the final rating.
  2. District/Department Service: The department chair and supervising administrator will confer and assign this rating. If they disagree, the team will decide the rating by consensus or by vote, if necessary.
  3. Professional Development: The department chair and supervising administrator will confer and assign this rating. If they disagree, the team will decide the rating by consensus or by vote, if necessary.
  4. Other Required Duties: The department chair and supervising administrator will confer and assign this rating for the team. If they disagree, the team will decide the rating by consensus or by vote, if necessary.
- B. **Final Report Ratings:** In each category, the following ratings may be given:
1. "Satisfactory": Meets or exceeds expectations for all required job duties in a particular category.

- 14A.12.B.2.** "Satisfactory, with Minor Improvement Needed." Meets expectations for all required job duties in a particular category with minor exceptions. A brief narrative may require the evaluatee to submit evidence of improvement to the supervising administrator on the team. For example, if a syllabus needs improvement, the revised syllabus would be submitted. A follow-up evaluation is not required; however, if the evaluatee does not provide the required information by the following semester, the supervising administrator may initiate a follow-up evaluation.
3. "Improvement Needed": Fails to meet expectations in one (1) or more job duties in a particular category. Specific area(s) needing improvement will be identified. A follow-up evaluation is required.

**C. Final Report Narrative**

1. If an "Improvement Needed" rating (which does not include "Satisfactory, with Minor Improvement Needed") is assigned in either category, a narrative will be written that includes recommendations, a follow-up plan, and a timeline. The team appoints one (1) member to write the narrative with input from all members.
  - a. The narrative must include specific objectives and activities for improvement, a specific timeline for demonstrating improvement, and a date for the follow-up evaluation.
  - b. Activities may include, but are not limited to: Instructional Skills Workshop, classroom assessment techniques training, peer consultation, course work, technology training, in-service training, or other activities designed to address the specific area of concern identified by the team.
  - c. The team may later modify the initial follow-up plan and timeline as a result of discussion with the evaluatee. In that case, a revised *Final Report* narrative will be written, signed by all evaluation team members and the evaluatee, and submitted for inclusion in the evaluation file.
  - d. The District and the evaluation team will make every effort to assist and support the evaluatee in achieving the needed improvement.
  - e. A follow-up evaluation is required in the next semester in which the evaluatee has an assignment, and will be conducted according to the provisions of section 14A.15 of this article.
2. If a "Satisfactory, with Minor Improvement Needed" rating is assigned in any category, a brief narrative will be written that states the improvement needed and how that improvement will be demonstrated. Improvement is expected to occur the following semester unless another time frame is specified. A follow-up evaluation is not required.
3. If the rating is "Satisfactory," a narrative is not required.

**D. Minority Report**

1. In the event that the team cannot agree on a rating in a particular category, the majority opinion prevails. If all members of the team disagree on a rating, each will submit a minority report, and the appropriate vice-president will determine the final rating. Any team member may prepare a minority report, using the approved *Minority Report* form, and submit it to the supervising administrator on the team to be included in the faculty member's evaluation file.

- 14A.12.D.** 2. The *Minority Report* is due no later than five (5) working days after the *Final Report* ratings are determined. Minority reports that are not submitted to the supervising administrator by this deadline will not be considered or included in the evaluation file.

**E. Final Conference with the Evaluatee**

1. No later than the end of **Week 16** of the evaluation semester (**mandatory deadline**) if the ratings in all categories are satisfactory, the department chair will meet or confer with evaluatee to review the *Observation Report(s)*, the *Final Report*, and any *Minority Report(s)*.
  2. If an "Improvement Needed" rating (does not include "Satisfactory, with Minor Improvement Needed") has been assigned in any category, the supervising administrator will meet or confer with the evaluatee to review the *Observation Report(s)*, the *Final Report*, and *Minority Report(s)*. The department chair may choose to attend that meeting.
- F. **Signature:** The evaluatee will sign each *Observation Report*, the *Final Report* and any *Minority Report(s)*. In signing the reports, the evaluatee acknowledges having reviewed and discussed the report. The evaluatee's signature does not necessarily indicate agreement with the report.
- G. **Evaluatee's Written Response:** The evaluatee may submit a written response to any *Observation Report*, *Minority Report*, or *Final Report* to the supervising administrator on the team, within ten (10) working days from the date the faculty member met or conferred with an evaluation team member(s) to discuss the reports. The evaluatee's *Written Response* will become part of the evaluation file.

**14A.13 INCOMPLETE OR LATE EVALUATIONS**

- A. In the event that an evaluation team has not produced a *Final Report* by the required due date (**Week 16**) because one (1) or more members of the team have not fulfilled their obligations, every effort will be made to complete the evaluation the following semester of employment. If necessary, members of the original team may be replaced.
1. If the department or non-department peer has not fulfilled his/her obligations, the department chair may appoint another faculty member from the rotation list to fulfill the role of department peer.
  2. If the department chair has not fulfilled his/her obligations, the supervising administrator may appoint another individual, preferably from the department, to serve as department chair.
  3. If the supervising administrator has not fulfilled his/her obligations, the appropriate vice president may appoint a different academic administrator to fulfill that role.
- B. Department or non-department peers who do not fulfill their obligations may face disciplinary action, such as an oral reprimand, a written reprimand, or a letter to their personnel file, except when due to circumstances beyond their control.
- C. Any changes to the composition of the new team will be reported to the Dean of Curriculum and Educational Support Services.

#### **14A.14 SUBMITTING THE EVALUATION FILE**

- A. **Evaluation File:** The department chair will collect all documentation related to the evaluation process for each evaluatee, as outlined below. The evaluation file will include:

1. Self-Assessment Report;
2. Observation Report for each observer;
3. Summary of Student Evaluations for each section observed;
4. Final Report;
5. Minority Report(s), if any; and
6. Evaluatee's Written Response, if any.

The evaluatee's syllabi and schedule of instructional or allied duties are not considered confidential and do not become part of the evaluation file. They may be discarded when the process is complete.

- B. **Submission of Evaluation Materials:** The department chair will forward the evaluation file to the supervising administrator. The supervising administrator will submit the complete evaluation file to the Office of the Dean of Curriculum and Educational Support Services.
- C. **Evaluations Stored in Personnel:** At the conclusion of each evaluation semester, the Dean of Curriculum and Educational Support Services will convey the completed evaluation files to Human Resources for inclusion in individual personnel files. (See [Article 20: Personnel Files](#).)

#### **14A.15 FOLLOW-UP EVALUATION:** A follow-up evaluation is required if "Improvement Needed" is the rating in any of the four (4) categories of job performance, adhering to the relevant timeline and provisions of this article.

- A. **Follow-Up Team:** Whenever possible, the department peer who served on the original evaluation team will serve on the follow-up evaluation team. If that is not possible, the department chair will select a new department peer from the rotation list, and the Dean of Curriculum and Educational Support Services will be notified. The department chair and supervising administrator will be those currently serving in those positions.
- B. **Follow-Up Observation:** If the "Improvement Needed" rating is in the area of student contact-related duties, one (1) or more members of the team will conduct an observation, collect student evaluations, and write an *Observation Report*, to be signed by the evaluatee.
- C. **Follow-up for District/Department Service or Professional Development:** If the "Improvement Needed" rating is in the area of District/department service or professional development, the follow-up evaluation will be limited to those areas. An observation is not required.
- D. **Follow-Up for Other Required Duties:** If the "Improvement Needed" rating is in the area of other required duties, an observation is not required. Only the specific areas for improvement and fulfillment of recommendations need to be evaluated.
- E. **Final Report:** A *Final Report* with a narrative will serve to document a follow-up evaluation in these areas.

**14A.16 CHECKLIST OF EVALUATION ROLES AND DUTIES:** The following checklists are provided simply to highlight the roles of the various participants in the evaluation process. They are not intended to be exhaustive. For a complete description of the process, see the other provisions of this article.

- A. **Supervising Administrator Duties:** The supervising administrator is a participating member of the evaluation team and is responsible to:
1. Consult and deliberate with the department chair at the beginning of each semester to determine if the department chair should plan to observe and/or if the supervising administrator should request to observe.
  2. When approved to do so, observe student contact-related duties, distribute and collect student evaluation forms, and prepare an *Observation Report*.
  3. Report the evaluation team membership to the Dean of Curriculum and Educational Support Services
  4. Track all regular faculty evaluations on a form determined by Academic Affairs.
  5. Meet with the evaluatee in the event of an "Improvement Needed" rating (does not include "Satisfactory, with Minor Improvement Needed") in any category. The department chair may choose to attend.
  6. Verify completion of evaluation documentation, including all signatures and dates, prior to submission of the file to the Dean of Curriculum and Educational Support Services.
- B. **Department Chair Duties:** The department chair is responsible to:
1. Consult and deliberate with the supervising administrator at the beginning of each semester to determine if the chair should plan to observe and/or if the supervising administrator should request to observe.
  2. Create an evaluation file, maintaining in a confidential manner all evaluation reports.
  3. Send copies of syllabi, schedule of instructional or allied duties, and self-assessment to the other team members (email preferred).
  4. Observe student contact-related duties, distribute and collect student evaluation forms, and prepare an *Observation Report*. The department chair may choose to waive the right to observe.
  5. Supervise the preparation of the summary of student evaluations and destroy student evaluations in a confidential manner at the conclusion of the evaluation cycle each semester, except when an "Improvement Needed" rating has been given in any category. Student workers may not perform any aspect of this work.
  6. Confer with the supervising administrator to assign a rating for District/department service, professional development, and other required duties on the *Final Report*.
  7. Meet or confer with the evaluatee to review and sign the *Observation Report(s)*, the *Final Report*, and any *Minority Report(s)*, except in the case where an "Improvement Needed" rating has been given.
  8. Review and update rotation lists every spring semester.
- C. **Department or Non-Department-Peer Duties:** The department or non-department peer is responsible to:

- 14A.16.C.1.** Observe student contact-related duties, distribute and collect student evaluation forms, and prepare and sign an *Observation Report*.
2. Meet or confer with the evaluatee to review and discuss the *Observation Report* and send a copy of the report and the student evaluation summary to the evaluatee.
  3. Sign and submit the *Observation Report* to the chair.
  4. Confer with other members of the team on the student-contact-related-duties rating in the *Final Report*. Confer with other members of the team, as needed, on other ratings.
  5. Review and sign the *Final Report*.
- D. Dean of Curriculum and Education Support Services Duties:** The Dean is responsible to:
1. Report to TREG any changes to the team composition during the evaluation cycle.
  2. Provide centralized tracking for all faculty evaluations.
  3. Notify all evaluatees who are due for evaluation.
  4. Notify evaluatees who have not submitted all evaluation materials by the established deadline.
  5. Collect evaluation files and convey them to Human Resources at the completion of the evaluation cycle.
- E. Tenure Review and Evaluations Group (TREG):** The group will:
1. Approve classified staff questionnaires.
  2. Approve processes for distributing and collecting student evaluations for allied faculty student contact-related duties.
  3. Determine the most appropriate individual(s) to serve in the department chair role for evaluation purposes in departments without elected chairs.
  4. Recommend a remedy(ies) for concerns about potential confidentiality and objectivity breaches in the form of a consent agenda, presented to the AFA and District negotiations teams for approval/agreement.
- F. Vice President of Academic Affairs Duties:** The Vice President of Academic Affairs (VPAA) will:
1. Appoint a different administrator, if necessary, to serve as the supervising administrator on a late or incomplete evaluation.

**14A.17 IDENTIFICATION OF THE DEPARTMENT CHAIR**

- A. The individual currently serving as department chair at the time of the evaluation will fulfill the department chair role. When another person is elected or appointed as department chair, the membership of the evaluation team will reflect that change.
- B. For Health Sciences, Public Safety, and Work Experience, the director or program coordinator of the various programs will serve in the department chair role for a particular discipline. If there is no director or coordinator, TREG will recommend who should perform the role.
- C. For other departments with no elected department chair, TREG will be consulted and will make a recommendation about who should serve in the department chair role.

**14A.18 IDENTIFICATION OF THE SUPERVISING ADMINISTRATOR:** Regular faculty members may provide instructional or allied duties at more than one (1) site; however, each regular faculty member will be assigned to a "home" department and location. For regular faculty evaluations, the appropriate supervising administrator is based on location, as follows. If the supervising administrator changes, the membership of the evaluation team will reflect that change.

- A. **Petaluma Campus:** For the evaluation of regular faculty members whose "home" location is the Petaluma Campus, the following will serve as the supervising administrator on the evaluation team.
  - 1. Instructional faculty members: the instructional dean(s) for the Petaluma campus.
  - 2. Counseling faculty members: the Dean of Student Services for Petaluma.
  - 3. DRD faculty members: the Dean of the Disabilities Resources Department.
  - 4. EOPS faculty members: the Director of EOPS.
  - 5. Learning Resources faculty members: the Dean of Learning Resources and Educational Technology.
- B. **Santa Rosa Campus and Related Sites:** For evaluation of regular faculty members whose "home" location is the Santa Rosa Campus and related sites, the following will serve as the supervising administrator on the evaluation team:
  - 1. Instructional faculty members: the supervising administrator for that discipline.
  - 2. Counseling faculty members: the Dean of Counseling and Student Services.
  - 3. DRD faculty members: the Dean of the Disabilities Resources Department.
  - 4. EOPS faculty members: the Director of EOPS.
  - 5. Learning Resources faculty members: the Dean of Learning Resources and Educational Technology.

**14A.19 IDENTIFICATION OF THE APPROPRIATE VICE PRESIDENT:** The "appropriate" vice-president for each campus is as follows:

- A. **Santa Rosa Campus and Related Sites**
  - 1. For instructional faculty members whose "home" is at the Santa Rosa campus and related sites: the Vice President of Academic Affairs.
  - 2. For faculty members in Counseling, Extended Opportunity Programs and Services (EOPS), and Disabilities Resources (DRD) at the Santa Rosa campus and related sites: the Vice President of Student Services.
- B. **Petaluma Campus and Related Sites**
  - 1. For instructional faculty members whose "home" is the Petaluma campus and related sites, the Vice President of Academic Affairs, in consultation with the Vice President of the Petaluma Campus.
  - 2. For faculty members in Counseling, Extended Opportunity Programs and Services (EOPS), and Disabilities Resources (DRD) at the Petaluma campus and related sites: the Vice President of the Petaluma Campus in conjunction with the Vice President of Student Services.

**14A.20 ESTABLISHING AND IMPLEMENTING ROTATION LISTS**

- A. **Establishing the Rotation List:** In order to help assure objectivity, the department peer will be chosen from a departmental rotation list constructed in the following way.



- 14A.20.A.1.** At a regularly scheduled department meeting, to which all regular, probationary, and adjunct faculty members are invited, the department will determine the method to be used to organize the rotation list by consensus or by majority vote of all of those attending. If a department later wants to change its procedures, this same process must be followed.
2. All regular faculty members will be included on the list, as performing evaluations is a required District/department service. Probationary faculty members in Years 2, 3, and 4 of tenure review may be included on the list with their consent.
  3. Adjunct faculty members will not be included on the rotation list.
  4. Departments may determine if the rotation lists will be organized by department or by disciplines within the department. By default, rotation lists will be departmental unless the department goes through the process described in paragraph 14A.20.A.1.

**B. Implementing the Rotation List**

1. The department chair will review and update the rotation list every spring semester in preparation for the following year's appointments.
2. A copy of the rotation list will be sent to the Vice President of Academic Affairs each spring semester, and the Vice President's office will send a copy to AFA to be posted on the AFA Website.
3. Each semester or term, the department chair or evaluations committee will select a department peer from the rotation list for each evaluation team.
4. If there is a conflict with the selected evaluator's instructional or allied schedule, the chair or committee will return to the rotation list and select the next available name.
5. Evaluators are expected to participate in evaluations at all sites in the District, including online. The evaluator is responsible for his/her own transportation. Mileage reimbursement will be paid according to [District Policy](#) 5.8.4P.

**14A.21 SPECIAL SITUATIONS AND OTHER PROVISIONS**

- A. **Assignment in More than One Department:** Regular faculty members who provide instructional or allied services in more than one (1) department will have a single, three-year evaluation cycle based upon their "home" department.
- B. **Summer Evaluation Timeline:** For regular faculty members who are evaluated during the summer, the following timeline will be used:
1. **Week 1 (recommended):** Notification of the evaluatee and identification of the evaluation team.
  2. **Weeks 2 through 5 (recommended):** Observation and distribution and collection of student evaluations.
  3. **Week 6 (recommended):** Team confers to discuss the *Final Report* and any *Minority Report(s)*, and chair or supervising administrator meets or confers with the evaluatee.
- C. **When the Department Chair is the Evaluatee**
1. When a department chair is the evaluatee, a different individual must serve in the chair role. The chair/committee will choose the next available faculty member from the rotation list to serve in the chair role for this limited situation. If the selected individual performs an observation, it will count as fulfilling his/her obligation to serve in rotation.

- 14A.21.C.** 2. In the event that there is no other faculty member available to serve in the chair role, the supervising administrator will solicit a faculty member from outside the department to serve.

D. **Modifications to the Timeline:** Timelines may be modified to reflect need. The department chair may adjust due dates and the recommended timelines from the semester-length calendar outlined in section 14A.06 as needed to accommodate less than full-length-semester evaluation activities (for example, evaluations of faculty who teach primarily short courses). If the evaluatee has any concerns about the timeline, s/he may bring those concerns to the AFA Conciliation/Grievance Officer.

E. **Out-of-Cycle Evaluation**

1. If the department chair and supervising administrator consult, deliberate, and mutually agree that there is a need for an evaluation before the next evaluation is due, a regular faculty member may be evaluated out-of-cycle.
2. The need for this evaluation will be identified on or before the end of the **second week** of the evaluation semester, so that the faculty member can submit evaluation materials and an appropriate team can be identified.
3. The timeline and deadlines will be the same as for any other regular evaluation described in this article.
4. The completion date of the out-of-cycle evaluation will determine the next three-year cycle.
5. In the event that the District has set aside an evaluation, an out-of-cycle evaluation will not be performed before the next in-cycle evaluation, unless the out-of-cycle evaluation is triggered by performance issues that have arisen since that evaluation was set aside.

F. **Evaluation Cycle for Recent SRJC Retirees**

1. Contract faculty members who retire and who are hired as adjunct faculty within one (1) year of their retirement date will be evaluated in the sixth semester of employment after their last regular faculty evaluation.
2. If the contract faculty member has not been evaluated within the last six (6) semesters, s/he must be evaluated in the first semester of adjunct employment.

G. **Regular Faculty Members on Leave**

1. In the event that the regular faculty evaluatee is on approved leave for the entire year that includes the evaluation semester, the process will be postponed until the next academic year. The evaluation conducted at that time will conclude the current evaluation cycle.
2. In the event that a regular faculty evaluatee is on an approved one-semester leave during the evaluation year, the evaluation will occur in the semester that the evaluatee is next performing his/her regular faculty assignment.

# Article 14B: Adjunct Faculty Evaluations

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## CONTENTS

- 14B.01 Definitions
- 14B.02 Education Code References
- 14B.03 Overview
- 14B.04 Ethical Behavior for the Evaluation Process
- 14B.05 Determination of Adjunct Faculty to be Evaluated
- 14B.06 Timeline for the Evaluation Process
- 14B.07 Notification of the Evaluatee
- 14B.08 Identification of the Evaluation Team
- 14B.09 Supervising Administrator and Department Chair Conference
- 14B.10 Submission of the Evaluation Materials
- 14B.11 Observation Report and Student Evaluations
- 14B.12 Final Report
- 14B.13 Incomplete or Late Evaluations
- 14B.14 Submitting the Evaluation File
- 14B.15 Follow-up Evaluation
- 14B.16 Checklist of Evaluation Roles and Duties
- 14B.17 Identification of the Department Chair
- 14B.18 Identification of the Supervising Administrator
- 14B.19 Identification of the Appropriate Vice President
- 14B.20 Establishing and Implementing Rotation Lists
- 14B.21 Special Situations and Other Provisions

### 14B.01 DEFINITIONS

"CONFER" means to discuss using any appropriate form of communication, such as in person, by email, in writing, by telephone, or in a videoconference.

"CONTINUING EVALUATIONS" means those evaluations that occur after a regular faculty member earns tenure, and after adjunct faculty members earn offer rights.

"DEPARTMENT PEER" means a faculty peer chosen from a rotation list consisting of faculty in the same [discipline](#) or faculty from all disciplines in the department.

"EVALUATION MATERIALS" means official documentation associated with the evaluation process, such as syllabi, teaching or allied schedule, or [self-assessment](#). Only the specified evaluation materials are placed in the evaluatee's personnel file.

"EVALUATION FILE" means a compilation of evaluation reports that are part of the evaluation process.

### 14B.02 EDUCATION CODE REFERENCES

- A. **Participants:** The team [evaluation](#), following the procedures outlined in this article, serves to fulfill the intent of AB 1725 Section 4(v)(5). *"A faculty member's students, administrators and peers should all contribute to his or her evaluation, but the faculty should, in the usual case, play a central role in the evaluation process and, together with the appropriate administrator, assume principal responsibility for the effectiveness of the process."*

- 14B.02. B. Evaluation Cycle:** *"Contract employees shall be evaluated at least once in each [academic year](#). Regular employees shall be evaluated at least once in every three academic years. Temporary employees shall be evaluated within the first year of employment. Thereafter, evaluation shall be at least every six regular semesters, or once every nine regular quarters, as applicable."* (Ed Code Section 87663[a])
- C. **Peer Review Process:** *"Evaluations shall include, but not be limited to, a peer review process. The peer review process shall be on a departmental or divisional basis, and shall address the forthcoming demographics of California, and the principles of affirmative action. The process shall require that the peers reviewing are both representative of the diversity of California and sensitive to affirmative action concerns, all without compromising quality and excellence in teaching."* (Ed Code Sections 87663[c] and [d])
- D. **Responsibility:** The faculty and District administration share the responsibility for the evaluation process. The [evaluation teams](#) and the District administration reach conclusions regarding performance evaluation, and also address and affirm the need "to recognize and acknowledge good performance, and to enhance satisfactory performance; help employees who are performing satisfactorily further their growth, to identify weak performance and assist employees in achieving needed improvement, and to document unsatisfactory performance." (Assembly Bill 1725 section 4[v][4])
- E. **Student Evaluation:** *"It is the intent of the Legislature that faculty evaluation include, to the extent practicable, student evaluation."* (Ed Code 87663[g])
- F. **Specific Procedures and Standards:** *"The governing board of each district, in consultation with the faculty, shall adopt rules and regulations establishing the specific procedures for the evaluation of its contract and regular employees on an individual basis and setting forth reasonable but specific standards which it expects its faculty to meet in the performance of their duties. Such procedures and standards shall be uniform for all contract employees of the district with similar general duties and responsibilities and shall be uniform for all regular employees of the district with similar general duties and responsibilities."* (Ed Code 87664)

### **14B.03 OVERVIEW**

- A. **Evaluation Objectives:** The evaluation process provides information to the adjunct faculty member being evaluated, hereinafter called the evaluatee, and to the District about performance in the two (2) major categories of the adjunct faculty job description: student contact-related duties and other required job duties. These are described in the adjunct faculty job description as appropriate for the employment category. (See [Article 17: Job Descriptions](#).)
- B. **Two Areas of Job Performance Evaluation:** The two (2) areas of job performance are:
1. **Student Contact-Related Duties:** [student-contact](#)-related duties for both instructional and allied assignments are evaluated through observations, written student evaluations, and evidence of job performance or student concerns or complaints brought to the attention of, and verified by, the department chair or [supervising administrator](#).
  2. **Other Required Duties:** Other required duties include those activities mandated by other sections of the AFA/District [Contract](#), District Policies and Procedures, or local, state, or federal statute, such as keeping office hours and turning in census rosters and grades on time. This portion of faculty duties will be performed according to established dates or deadlines, as well as in adherence to District policies.

**14B.04 ETHICAL BEHAVIOR FOR THE EVALUATION PROCESS:** The evaluation process demands the highest ethical and professional behavior by all participants, including the following.

- A. **Confidentiality:** To protect the rights of all faculty members and all other participants, all aspects of the evaluation process are to be kept in the strictest confidence. The evaluation team will maintain confidentiality unless:
  - 1. The evaluatee shares evaluation reports or discusses otherwise confidential aspects of the process with someone outside the evaluation process. In this case all parties may then discuss all aspects of the process in order to investigate, clarify, or conciliate.
  - 2. Comments of participants, or the evaluation documents, are required in response to the demands of legal procedures.
  - 3. Information needs to be shared with legal counsel or with supervisors in the organizational structure who have a right to know.
- B. **Objectivity:** Evaluation team members will maintain objectivity during the process. If any participant in the evaluation process believes lack of objectivity is influencing the proceedings, s/he should refer the matter to one of the following:
  - 1. The Vice President of Human Resources for matters related to protected groups.
  - 2. The Academic Senate Ethics and Professional Relations Committee for matters related to professional and ethical behavior of faculty members on the team.
  - 3. The next level of administration for matters related to professional and ethical behavior of the supervising administrator on the team.
  - 4. The All Faculty Association (AFA) [Conciliation/Grievance Officer](#) for any concern or question the faculty member might have about the objectivity of the process.

**14B.05 DETERMINATION OF ADJUNCT FACULTY TO BE EVALUATED**

- A. **Evaluation Period**
  - 1. The evaluation period for [adjunct faculty](#) members covers six (6) semesters, inclusive of the evaluation semester.
  - 2. An evaluation remains in effect until replaced by a more recent evaluation.
  - 3. Adjunct faculty members who are employed only in [summer terms](#) will be evaluated every third summer, inclusive of the evaluation summer. Adjunct faculty members who are employed during fall and/or spring semesters and summer term will be evaluated every six (6) semesters/terms, inclusive of the evaluation semester/term, but no more frequently than every three (3) years.
  - 4. A cancelled class or a cancelled allied assignment does not count as an assignment performed for the purpose of evaluation unless the adjunct faculty member performed some work and was compensated for all or part of that assignment.
  - 5. Adjunct faculty members who are employed in more than one (1) department will have a separate evaluation cycle in each department.
- B. **Determination Date:** Adjunct faculty to be evaluated will be determined based on faculty assignments included in the class scheduling system as of the first day of classes for each semester or term.

**14B.05.C. Probationary Evaluations:** An adjunct faculty member is considered to be in a probationary period during Semesters 1 through 5 of employment. The adjunct faculty member has no offer rights or right to “established load” during the probationary period. An adjunct faculty member in the probationary period does not have the right to reject a [department peer](#).

1. In the [first probationary evaluation](#), performed in Semester 1 or 2 of employment, the team will consist of the department chair, the supervising administrator, and a department peer chosen by the department chair.
2. In the second probationary evaluation, performed in Semester 3 or 4 of employment, the team will again consist of the department chair, supervising administrator, and a department peer chosen by the department chair. The department peer may be the same or different individual than in the first probationary evaluation. This team will determine if a third probationary evaluation is needed.
3. A third probationary evaluation may be performed in Semester 5 if the second probationary evaluation team so determines during the second probationary evaluation. The team will again consist of the department chair, supervising administrator, and a department peer chosen by the department chair. The department peer may be the same or different individual than in the first and second probationary evaluations.

**D. Continuing Evaluations**

1. For [continuing evaluations](#), an adjunct faculty member will be evaluated during the sixth semester from the last probationary or continuing evaluation.
2. For continuing evaluations, the evaluation team will consist of the department chair, the supervising administrator, and one (1) department peer from the rotation list.

**14B.06 TIMELINE FOR THE EVALUATION PROCESS**

A. **Steps and Timeline:** The timeline below briefly explains the evaluation process step by step in chronological order. (For a complete description of the process, see the other provisions of this article.) The timeline below is for evaluations of full-semester assignments. This is a recommended timeline, and participants may vary from the timeline so long as they meet the three (3) mandatory dates. The **three (3) mandatory** due dates for this process include:

1. **Week 2:** Notification of the evaluation (District)
2. **Week 5:** Submission of the syllabi and schedule (Evaluatee)
3. **Week 16:** Meeting or conference with the evaluatee (District and Evaluatee)

The District’s failure to meet the two (2) mandatory District deadlines could result in the evaluation being set aside if requested by the evaluatee. The evaluatee’s failure to submit materials or to cooperate does not halt or delay the process. The remaining deadlines are simply recommended dates.

B. **Week 2:** No later than the end of **Week 2** of the evaluation semester (**mandatory deadline**), the Office of the Dean of Curriculum and Educational Support Services:

1. Notifies adjunct faculty members who are due for evaluation and sends evaluation forms and instructions via District email to evaluatees.

**14B.06.B.2.** Notifies department chair and supervising administrator of the adjunct faculty members who are due for evaluations.

C. **Week 3:** No later than the end of **Week 3** of the evaluation semester:

1. The department chair or evaluation committee identifies the department peer from the rotation list and informs the evaluatee. The evaluatee has the right to reject one (1) department peer. Adjunct faculty members do not have the option of a non-department peer.
2. Notification to the department peer does not occur until the evaluatee accepts or rejects the peer in **Week 4**. No response is considered acceptance.

D. **Week 4:** No later than the end of **Week 4** of the evaluation semester:

1. If the evaluatee rejects the first department peer selected from the rotation list, the department chair selects the next available peer from the rotation list and informs the evaluatee. The evaluatee has no further right to reject a peer. Note: adjunct faculty members in the probationary period do not have the right to reject a peer.
2. The department chair and supervising administrator consult and deliberate about all adjunct evaluations in the department and determine if the department chair will choose to observe and/or if the supervising administrator will request to observe.
3. The chair informs the evaluatee of the members of the evaluation team, including the department peer, and identifies which members of the team will be conducting observations (email notification preferred). The peer always observes.
4. The chair informs the department peer of the evaluation team assignment.
5. The department chair and supervising administrator determine if classified staff input is desired for any evaluations and plan to distribute those feedback forms. The feedback forms must be pre-approved by the Tenure Review and Evaluations Group (TREG).

E. **Week 5:** No later than the end of **Week 5** of the evaluation semester:

1. The evaluatee submits his/her course syllabi and schedule of instructional or allied duties to the department chair (email preferred) (**mandatory deadline**).
2. The department chair ensures that an evaluation file for evaluation materials is created and maintained in a confidential manner.

F. **Week 6:** No later than the end of **Week 6** of the evaluation semester:

1. The department chair sends copies of the syllabi and schedule to the peer and the supervising administrator (email preferred).
2. The supervising administrator notifies the Dean of Curriculum and Education Support Services of department peers and identifies which members of the team will conduct an observation (email list preferred).

G. **Weeks 6 through 11:** During **Weeks 6 through 11** of the evaluation semester:

1. Each observer contacts the evaluatee to find a mutually agreeable time for the observation.
2. Each observer conducts an observation and may be responsible for the collection of the *Student Evaluation* forms. If more than one (1) evaluator is observing a particular section, the team will coordinate so that only one (1) set of student evaluation forms is collected.



**14B.06.G.3.** The department chair ensures that student evaluations are tabulated and that a summary of the tabulated evaluations is sent to the observer.

H. **Week 12:** No later than the end of **Week 12** of the evaluation semester:

1. Each observer meets or confers with the evaluatee to discuss the *Observation Report*, including the narrative and summary of student comments. The *Observation Report* may be shared by paper copy, email, or FAX, and the conference may occur in person, by telephone, by email, or other appropriate means of communication. When using email or FAX, the observer should save a copy of the transmission as evidence of communication.
2. Each observer sends a copy of his/her *Observation Report*, including the [summary of student evaluations](#), to the other members of the team (email preferred).
3. The observer signs the original *Observation Report* and sends it to the department chair.

I. **Week 13:** No later than the end of **Week 13** of the evaluation semester:

1. All members of the team [confer](#) about the rating for student contact-related duties. Evidence about student contact-related duties, such as student concerns or complaints brought to the attention of, and verified by, the department chair or supervising administrator may be included in the deliberation.
2. The department chair and supervising administrator confer to assign a rating for other required duties. For efficiency, the department chair and the supervising administrator may discuss more than one (1) adjunct faculty evaluation at the same time.
3. The department chair completes the *Final Report* form, designating a rating for each category, and circulates it for signature by each member of the team.
4. If an "Improvement Needed" rating is considered in the student contact-related category, all three (3) members of the team will confer, reach conclusions about recommendations and follow-up, and identify one (1) member to write the narrative for the *Final Report*.
5. A narrative is required when an "Improvement Needed" rating is given in any category. A brief narrative is required to describe follow-up for a "Satisfactory, with Minor Improvement Needed" rating.
6. When an "Unsatisfactory" rating is given in any category, a narrative that documents the unsatisfactory performance is required.
7. If there is no agreement on any of the final ratings, one (1) or more members may write a *Minority Report*.

J. **Week 14:** No later than the end of **Week 14** of the evaluation semester: If any team member writes a *Minority Report*, it is due no later than five (5) [working days](#) after ratings have been determined on the *Final Report*.

K. **Week 16:** No later than the end of **Week 16** of the evaluation semester **(mandatory deadline):**

1. The *Observation Report(s)*, *Final Report* and any *Minority Report(s)* are ready for the evaluatee's review and signature.
2. If all categories are rated "Satisfactory," including "Satisfactory, with Minor Improvement Needed," the department chair meets or confers with the evaluatee to review and sign the *Observation Report(s)*, the *Final Report*, and any *Minority Report(s)*.



- 14B.06.K.3.** If any category is rated "Improvement Needed" or "Unsatisfactory," the department chair forwards the evaluation file to the supervising administrator. The supervising administrator meets with the evaluatee to review and sign the *Observation Report(s)*, the *Final Report*, and any *Minority Report(s)*. The chair may choose to participate in that meeting.
4. The evaluatee has ten (10) working days to respond in writing to the *Observation Report(s)*, the *Final Report*, and any *Minority Report(s)*. The evaluatee's response will be included in the evaluation file.
- L. **End of semester:** No later than the end of the semester (recommended deadline):
1. The department chair forwards any remaining evaluation files to the supervising administrator.
  2. The supervising administrator's office verifies that the evaluation files are complete and sends the files to the Office of the Dean of Curriculum and Educational Support Services.

**14B.07 NOTIFICATION OF THE EVALUEE**

- A. No later than the end of **Week 2**, the Office of the Dean of Curriculum and Educational Support Services notifies adjunct faculty members who are due for evaluation and sends evaluation forms and instructions via District email to evaluatees.
- B. No later than the end of **Week 2**, the Office of the Dean of Curriculum and Educational Support Services notifies department chairs and supervising administrators of the adjunct faculty members who are due for evaluation.

**14B.08 IDENTIFICATION OF THE EVALUATION TEAM:** Identification of the evaluation team will occur no later than **Week 4** (recommended timeline). No individual may serve in multiple roles on the team. (See section 14B.17 for identification of the individual who serves as chair in departments without elected chairs. See section 14B.21 for the process when the chair is the evaluatee.)

- A. **Department Peer:** The department peer will be selected from the rotation list, except for adjunct probationary evaluations. (For probationary evaluations, see section 14B.05.C. See section 14B.20 for a description of how the rotation list is created and maintained.)
1. In making department peer assignments from the rotation list, the department chair/committee will take into account class scheduling conflicts and, if necessary, move to the next name on the rotation list. However, for adjunct probationary evaluations, the chair will appoint a peer rather than using the rotation list.
  2. The evaluatee has the right to reject one (1) department peer. When that occurs, the chair/committee will identify a new department peer by choosing the next available name from the rotation list.
- B. **Department Chair:** The department chair is the individual in office at the time of the evaluation.
- C. **Supervising Administrator:** The appropriate supervising administrator will serve on the team. (See section 14B.18 for the identification of the appropriate administrator.)
- D. **Classified Staff Participation in the Evaluation Process**

- 14B.08.D.1.** The evaluation team, when it deems it to be appropriate, will solicit classified staff input by gathering anonymous responses to a set of questions regarding the evaluatee's student contact-related duties.
2. The team will submit the questions to TREG for review and approval prior to their use.
  3. The department chair's office will tabulate and share the responses to the questions with each member of the team.

**14B.09 SUPERVISING ADMINISTRATOR AND DEPARTMENT CHAIR CONFERENCE**

- A. No later than the end of **Week 4** of each semester (recommended timeline), the department chair and supervising administrator will consult and deliberate about all of the adjunct faculty evaluations in the department and determine if the chair will observe and/or if the supervising administrator will request to observe.
1. The purpose of this conference is to:
    - a. Discuss any recommendations or follow-up required from previous evaluations.
    - b. Establish a plan for observations for the semester, including who will be observing and which courses, sections and/or duties will be observed.
      - 1) If more than one (1) evaluator is observing a particular section, the team will coordinate so that only one (1) set of student evaluation forms is collected.
      - 2) For evaluation of instructional faculty members, the evaluation team is allowed to collect student evaluation forms only from the sections that they observe.
  2. A department chair has the right to conduct an observation, but may choose to waive that right.
  3. Upon consultation with the chair, the supervising administrator may request to perform a student observation. TREG will consider this request based on a rationale submitted by the supervising administrator and decide if the administrator will be allowed to observe.
- B. No later than the end of **Week 4**, the department chair will notify the evaluatee of the evaluation team, including who will observe (email preferred).

**14B.10 SUBMISSION OF THE EVALUATION MATERIALS**

- A. **Evaluation Materials:** No later than the end of **Week 5 (mandatory deadline)** of the evaluation semester, the evaluatee will submit [evaluation materials](#) to the department chair. For adjunct faculty, evaluation materials include:
1. A schedule of classes and/or other student contact-related duties;
  2. Current course syllabi for all courses taught that semester; and
  3. Responses to recommendations made in prior evaluation(s).
- B. **Tracking and Reminders**
1. The office of the supervising administrator will track all adjunct faculty evaluations on a form developed by Academic Affairs.
  2. The department chair will compile and store all evaluation reports in a confidential manner.

**14B.10.B.3.** The department chair will send to the Office of the Dean of Curriculum and Educational Support Services the names of all evaluatees who have not submitted the required materials. Those evaluatees will receive notification that they have not fulfilled their responsibilities under Article 14B.

- C. **Review of Previous Evaluations:** Members of the evaluation team may not review previous evaluations of the evaluatee unless the team is conducting a follow-up evaluation. For a follow-up evaluation, members of the team may review only the most recent evaluation for which the evaluatee received either an "Improvement Needed" or "Satisfactory, with Minor Improvement Needed" rating.

**14B.11 OBSERVATION REPORT AND STUDENT EVALUATIONS:** Generally speaking, observations will occur in **Weeks 6 through 11** (recommended timeline).

A. **Scheduling the Observation**

1. Each team member who has committed to do an observation will contact the evaluatee to schedule a mutually agreeable date and time to observe student contact-related duties during **Weeks 6 through 11** of the evaluation semester (recommended timeline).
2. If the evaluatee fails to respond to a request and one (1) reminder to establish a mutually agreeable date/time, the observer can choose the date and time and simply notify the evaluatee.

B. **Observation Report:** Each member of the evaluation team who participates in an observation will follow these steps.

1. The observer will attend and observe one (1) class session, part of a class session, or a reasonable portion of student contact-related duties of allied faculty members. Online observations will be limited to approximately one (1) week of online learning or one (1) module of teaching.
2. The *Observation Report* form requires a written narrative. It also includes criteria for job performance. Observers are encouraged to use the approved rubric when applying these criteria. This rubric informs, but does not determine, the rating on the *Final Report*.
3. For each section observed, the observer will distribute and collect anonymous student evaluations, using an approved *Student Evaluation* form. If more than one (1) evaluator is observing a particular section, the team will coordinate so that only one (1) set of student evaluations is collected. Student Evaluation forms for online classes will be sent electronically and gathered confidentially. A classified employee will tally student evaluations in a confidential manner; student workers will not be allowed to perform this work.
4. For allied faculty, a representative sampling of students may be asked to complete a *Student Evaluation* form. Each department will develop its own procedure for the collection of student feedback for [allied student contact](#)-related duties. These procedures and forms must be submitted to TREG for approval and kept on file in the office of the appropriate vice president (either Academic Affairs or Student Services).
5. Evidence from student evaluations will be incorporated into the *Observation Report* narrative as appropriate.

- 14B.11.B.6.** Evidence of job performance and verified student concerns or complaints brought to the attention of any member of the evaluation team may be included in the *Observation Report*.
7. The observer will meet or confer about items contained in or related to the *Observation Report*.
  8. The observer will send (email preferred) the *Observation Report* and the summary of student evaluations to each team member no later than **Week 12** (recommended timeline) of the evaluation semester.
  9. Observers will submit their *Observation Reports* signed by the observer to the department chair no later than the end of **Week 12** of the evaluation semester (recommended timeline).
  10. To preserve the students' right to anonymity, the original *Student Evaluation* forms will not be shared with the evaluatee.
  11. Upon conclusion of the evaluation semester, if all ratings are "Satisfactory" or "Satisfactory, with Minor Improvement Needed," the student evaluation forms will be shredded or destroyed. If any rating is "Improvement Needed" or "Unsatisfactory," the student evaluations will be kept on file confidentially for one (1) year from the date of the evaluatee's signature on the Final Report.

#### **14B.12 FINAL REPORT**

- A. **Final Report Conclusions:** No later than **Week 13** (recommended timeline), the evaluation team will begin deliberations about the *Final Report*. The *Final Report* documents the performance of the evaluatee in the two (2) categories of an adjunct faculty member's job. (See [Article 17: Job Descriptions](#)). The *Final Report* represents a synthesis of the conclusions reached by team members in the area of student contact-related duties and the agreement of the chair and the supervising administrator with regard to all other required duties.
  1. Student Contact-Related Duties: A synthesis of the conclusions of all team members. If there is no consensus, then the majority opinion prevails. If there is no majority, then each observer will submit a *Minority Report*, and the appropriate vice president (see section 14B.19) will determine the final rating.
  2. Other Required Duties: The department chair and supervising administrator will confer and assign this rating. If they disagree, the team will decide the rating by consensus or by vote, if necessary.
- B. **Final Report Ratings:** In each category, the following ratings may be given:
  1. "Satisfactory": Meets or exceeds expectations for all required job duties in a particular category.
  2. "Satisfactory, with Minor Improvement Needed": Meets expectations for all required job duties in a particular category with minor exceptions. A brief narrative may require the evaluatee to submit evidence of improvement to the supervising administrator on the team. For example, if a syllabus needs improvement, the revised syllabus would be submitted. A follow-up evaluation is not required; however, if the evaluatee does not provide the required information by the following semester, the supervising administrator may initiate a follow-up evaluation.
  3. "Improvement Needed": Fails to meet expectations in one (1) or more job duties in a particular category. Specific area(s) needing improvement will be identified. A follow-up evaluation is required in the next semester in which the evaluatee has an assignment.

**14B.12.B.4. "Unsatisfactory":** As distinguished from the "Improvement Needed" rating, this rating is reserved for serious, documented failure in the performance of Student Contact Required Duties specified in [Article 17: Job Descriptions](#). Such serious, documented failure may include repeated disregard for one or more required Student Contact or Other Required Duties, per Article 17, or dissemination of ideas or information that, to reasonable academic peers, is contrary to the standards of relevant academic and professional disciplines and cannot be defended by referencing academic freedom. An "Unsatisfactory" rating will also be given for inability or unwillingness to implement the improvement plan in order to remedy the weak performance described in the evaluation immediately preceding the current, follow-up evaluation. An "Unsatisfactory" rating in Student Contact or Other Required Duties constitutes termination in the department.

**C. Final Report Narrative**

1. If an "Improvement Needed" rating (which does not include "Satisfactory, with Minor Improvement Needed") is assigned in either category, a narrative will be written that includes recommendations, a follow-up plan, and a timeline. The team appoints one (1) member to write the narrative with input from all members.
  - a. The narrative must include specific objectives and activities for improvement, a specific timeline for demonstrating improvement, and a date for the follow-up evaluation.
  - b. Activities may include, but are not limited to: Instructional Skills Workshop, classroom assessment techniques training, peer consultation, course work, technology training, in-service training, or other activities designed to address the specific area of concern identified by the team.
  - c. The team may later modify the initial follow-up plan and timeline as a result of discussion with the evaluatee. In that case, a revised Final Report narrative will be written, signed by all evaluation team members and the evaluatee, and submitted for inclusion in the evaluation file.
  - d. The District and the evaluation team will make every effort to assist and support the evaluatee in achieving the needed improvement.
  - e. A follow-up evaluation is required in the next semester in which the evaluatee has an assignment, and will be conducted according to the provisions of section 14B.15 of this article.
2. If a "Satisfactory, with Minor Improvement Needed" rating is assigned in either category, a brief narrative will be written that states the improvement needed and how that improvement will be demonstrated. Improvement is expected to occur the following semester unless another time frame is specified. A follow-up evaluation is not required.
3. If the rating is "Satisfactory," a narrative is not required.

**D. Minority Report**

1. In the event that the team cannot agree on a rating in a particular category, the majority opinion prevails. If all members of the team disagree on a rating, each will submit a minority report, and the appropriate vice-president will determine the final rating. Any team member may prepare a minority report, using the approved *Minority Report* form, and submit it to the supervising administrator on the team to be included in the faculty member's evaluation file.

- 14B.12.D.2.** The *Minority Report* is due no later than five (5) working days after the *Final Report* ratings are determined. Minority reports that are not submitted to the supervising administrator by this deadline will not be considered or included in the evaluation file.

**E. Final Conference with the Evaluatee**

1. No later than the end of **Week 16** of the evaluation semester (**mandatory deadline**), if the ratings in all categories are satisfactory, the department chair will meet or confer with evaluatee to review the *Observation Report(s)*, the *Final Report*, and any *Minority Report(s)*.
  2. If an "Improvement Needed" (does not include "Satisfactory, with Minor Improvement Needed") or "Unsatisfactory" rating has been assigned in either the Student Contact or Other Required Duties category, the supervising administrator will meet or confer with the evaluatee to review the *Observation Report(s)*, the *Final Report*, and *Minority Report(s)*. The department chair may choose to attend that meeting.
- F. **Signature:** The evaluatee will sign each *Observation Report*, the *Final Report* and any *Minority Report(s)*. In signing the reports, the evaluatee acknowledges having reviewed and discussed the report. The evaluatee's signature does not necessarily indicate agreement with the report.
- G. **Evaluatee's Written Response:** The evaluatee may submit a written response to any *Observation Report*, *Minority Report*, or *Final Report* to the supervising administrator on the team, within ten (10) working days from the date the faculty member met or conferred with an evaluation team member(s) to discuss the reports. The evaluatee's *Written Response* will become part of the evaluation file.

**14B.13 INCOMPLETE OR LATE EVALUATIONS**

- A. In the event that an evaluation team has not produced a *Final Report* by the required due date (**Week 16**) because one (1) or more members of the team have not fulfilled their obligations, every effort will be made to complete the evaluation the following semester of employment. If necessary, members of the original team may be replaced.
1. If the department or non-department peer has not fulfilled his/her obligations, the department chair may appoint another faculty member from the rotation list to fulfill the role of department peer.
  2. If the department chair has not fulfilled his/her obligations, the supervising administrator may appoint another individual, preferably from the department, to serve as department chair.
  3. If the supervising administrator has not fulfilled his/her obligations, the appropriate vice president may appoint a different academic administrator to fulfill that role.
- B. Department or non-department peers who do not fulfill their obligations may face [disciplinary action](#), such as an oral reprimand, a written reprimand, or a letter to their personnel file, except when due to circumstances beyond their control.
- C. Any changes to the composition of the new team will be reported to Dean of Curriculum and Educational Support Services.

#### **14B.14 SUBMITTING THE EVALUATION FILE**

- A. **Evaluation File:** The department chair will collect all documentation related to the evaluation process for each evaluatee, as outlined below. The [evaluation file](#) will include:
1. *Observation Report* for each observer;
  2. Summary of Student Evaluations for each section observed;
  3. *Final Report*;
  4. *Minority Report(s)*, if any; and
  5. *Evaluee's Written Response*, if any.

The evaluatee's syllabi and schedule of instructional or allied duties are not considered confidential and do not become part of the evaluation file. They may be discarded when the process is complete.

- B. **Submission of Evaluation Materials:** The department chair will forward the evaluation file to the supervising administrator. The supervising administrator will submit the complete evaluation file to the Office of the Dean of Curriculum and Educational Support Services.
- C. **Evaluations Stored in Personnel:** At the conclusion of each evaluation semester, the Dean of Curriculum and Educational Support Services will convey the completed evaluation files to Human Resources for inclusion in individual [personnel files](#). (See [Article 20](#): Personnel Files.)

#### **14B.15 FOLLOW-UP EVALUATION:** A follow-up evaluation is required if "Improvement Needed" is the rating in either of the two (2) categories of job performance, adhering to the relevant timeline and provisions of this article.

- A. **Follow-Up Team:** Whenever possible, the department peer who served on the original evaluation team will serve on the follow-up evaluation team. If that is not possible, the department chair will select a new department peer from the rotation list, and the Dean of Curriculum and Educational Support Services will be notified. The department chair and supervising administrator will be those currently serving in those positions.
- B. **Follow-Up Observation:** If the "Improvement Needed" rating is in the area of student contact-related duties, one (1) or more members of the team will conduct an observation, collect student evaluations, and write an *Observation Report*, to be signed by the evaluatee.
- C. **Follow-Up for Other Required Duties:** If the "Improvement Needed" rating is in the area of other required duties, an observation is not required. Only the specific areas for improvement and fulfillment of recommendations need to be evaluated.
- D. **Final Report:** A *Final Report* with a narrative will serve to document a follow-up evaluation in these areas.

#### **14B.16 CHECKLIST OF EVALUATION ROLES AND DUTIES:** The following checklists are provided simply to highlight the roles of the various participants in the evaluation process. They are not intended to be exhaustive. For a complete description of the process, see the other provisions of this article.

- A. **Supervising Administrator Duties:** The supervising administrator is a participating member of the evaluation team and is responsible to:



- 14B.16.A.1.** Consult and deliberate with the department chair at the beginning of each semester to determine if the department chair and/or the supervising administrator plan(s) to observe.
2. When approved to do so, observe student contact-related duties, distribute and collect student evaluations forms, and prepare an *Observation Report*.
  3. Report the evaluation team membership to the Dean of Curriculum and Educational Support Services
  4. Track all adjunct faculty evaluations on a form determined by Academic Affairs.
  5. Meet with the evaluatee in the event of an "Improvement Needed" (does not include "Satisfactory, with Minor Improvement Needed") or "Unsatisfactory" rating in either the Student Contact or Other Required Duties category. The department chair may choose to attend.
  6. Verify completion of evaluation documentation, including all signatures and dates, prior to submission of the file to the Dean of Curriculum and Educational Support Services.

**B. Department Chair Duties:** The department chair is responsible to:

1. Consult and deliberate with the supervising administrator at the beginning of each semester to determine if the chair and/or the supervising administrator plan to observe.
2. Create an evaluation file, maintaining in a confidential manner all evaluation reports.
3. Send copies of syllabi and schedule of instructional or allied duties to the other team members (email preferred).
4. Observe student contact-related duties, distribute and collect student evaluation forms, and prepare an *Observation Report*. The department chair may choose to waive the right to observe.
5. Supervise the preparation of the summary of student evaluations and destroy student evaluations in a confidential manner at the conclusion of the evaluation cycle each semester, except when an "Improvement Needed" or "Unsatisfactory" rating has been given in either the Student Contact or Other Required Duties category. Student workers may not perform any aspect of this work.
6. Confer with the supervising administrator to assign a rating for other required duties on the *Final Report*.
7. Meet or confer with the evaluatee to review and sign the *Observation Report(s)*, the *Final Report*, and any *Minority Report(s)*, except in the case where an "Improvement Needed" or "Unsatisfactory" rating has been given.
8. Review and update rotation lists every spring semester.

**C. Department Peer Duties:** The department peer is responsible to:

1. Observe student contact-related duties, distribute and collect student evaluation forms, and prepare and sign an *Observation Report*.
2. Meet or confer with the evaluatee to review and discuss the *Observation Report* and send a copy of the report and the student evaluation summary to the evaluatee.
3. Sign and submit the *Observation Report* to the chair.
4. Confer with other members of the team on the student-contact-related-duties rating in the *Final Report*. Confer with other members of the team, as needed, on other ratings.



**14B.16.C.5.** Review and sign the *Final Report*.

- D. **Dean of Curriculum and Education Support Services Duties:** The Dean is responsible to:
  - 1. Provide centralized tracking for all faculty evaluations.
  - 2. Notify all evaluatees who are due for evaluation.
  - 3. Notify evaluatees who have not submitted all evaluation materials by the established deadline.
  - 4. Collect evaluation files and convey them to Human Resources at the completion of the evaluation cycle.
- E. **Tenure Review and Evaluations Group (TREG):** The group will:
  - 1. Approve classified staff questionnaires.
  - 2. Approve processes for distributing and collecting student evaluations for allied faculty student contact-related duties.
  - 3. Determine the most appropriate individual(s) to serve in the department chair role for departments without elected chairs.
- F. **Vice President of Academic Affairs Duties:** The Vice President of Academic Affairs will:
  - 1. Appoint a different administrator, if necessary, to serve as the supervising administrator on a late or incomplete evaluation.

**14B.17 IDENTIFICATION OF THE DEPARTMENT CHAIR**

- A. The individual currently serving as [department chair](#) at the time of the evaluation will fulfill the department chair role. When another person is elected or appointed as department chair, the membership of the evaluation team will reflect that change.
- B. For Health Sciences, Public Safety, and Work Experience, the director or program coordinator of the various programs will serve in the department chair role for a particular discipline. If there is no director or [coordinator](#), TREG will recommend who should perform the role.
- C. For other departments with no elected department chair, TREG will be consulted and will make a recommendation about who should serve in the department chair role.

**14B.18 IDENTIFICATION OF THE SUPERVISING ADMINISTRATOR:** Because adjunct faculty members may be assigned to various sites in different semesters, identification of the supervising administrator on the evaluation team is based on area of supervision rather than location, as follows.

- A. **Adjunct Instructors at All Sites:** the supervising administrator to whom the discipline/department reports.
- B. **Adjunct Counselors at All Sites:** the Dean of Counseling and Student Services.
- C. **Adjunct Disability Resources Specialists at All Sites:** the Dean of the Disabilities Resources Department.
- D. **Adjunct EOPS Counselors at All Sites:** The Dean of Counseling and Student Services.
- E. **Adjunct Librarians at All Sites:** the Dean of Learning Resources and Educational Technology

**14B.18.F. Change in Supervising Administrators:** If the supervising administrator changes, the membership of the evaluation team will reflect that change. If the supervising administrator is not able to complete the full process due to absence or removal from the team, the appropriate vice president will appoint a replacement to take his/her place.

**14B.19 IDENTIFICATION OF THE APPROPRIATE VICE PRESIDENT:** Because adjunct faculty members may have assignments in multiple locations, the appropriate Vice President is based on reporting relationships, not location.

**A. Santa Rosa Campus and Related Sites**

1. For adjunct instructional faculty members whose assignment is at the Santa Rosa campus and related sites: the Vice President of Academic Affairs.
2. For adjunct counselors, EOPS counselors, and Disabilities Resources specialists whose assignment is at the Santa Rosa campus or related sites: the Vice President of Student Services.

**B. Petaluma Campus and Related Sites**

1. For adjunct instructional faculty members whose assignment is at the Petaluma Campus or related sites: the Vice President of Academic Affairs in consultation with the Vice President of the Petaluma campus.
2. For adjunct counselors, EOPS counselors and Disability Resources specialists with an assignment at the Petaluma campus: the Vice President of Student Services in consultation with the Vice President of the Petaluma Campus.

**14B.20 ESTABLISHING AND IMPLEMENTING ROTATION LISTS**

**A. Establishing the Rotation List:** In order to help assure objectivity, the department peer for continuing evaluations will be chosen from a departmental rotation list constructed in the following way.

1. At a regularly scheduled department meeting, to which all adjunct and contract faculty members are invited, the department will determine the method to be used to organize the rotation list by consensus or by majority vote of all of those attending. If a department later wants to change its procedures, this same process must be followed.
2. All [regular faculty](#) members will be included on the list, as performing evaluations is a required District/department service. Probationary faculty members in Years 2, 3, and 4 of [tenure review](#) may be included on the list with their consent.
3. Adjunct faculty members will not be included on the rotation list.
4. Departments may determine if the rotation lists will be organized by department or by disciplines within the department. By default, rotation lists will be departmental unless the department goes through the process described in paragraph 14B.20.A.1.

**B. Implementing the Rotation List**

1. The department chair will review and update the rotation list every spring semester in preparation for the following year's appointments.
2. A copy of the rotation list will be sent to the Vice President of Academic Affairs each spring semester, and the Vice President's office will send a copy to AFA to be posted on the AFA Website.

- 14B.20.B.3.** Each semester or term, the department chair or evaluations committee will select a department peer from the rotation list for each evaluation team.
4. If there is a conflict with the selected evaluator's instructional or allied schedule, the chair or committee will return to the rotation list and select the next available name.
  5. Evaluators are expected to participate in evaluations at all sites in the District, including online. The evaluator is responsible for his/her own transportation. Mileage reimbursement will be paid according to [District Policy](#) 5.8.4P.

**14B.21 SPECIAL SITUATIONS AND OTHER PROVISIONS**

- A. **Summer Evaluation Timeline:** For adjunct faculty members who are evaluated during the summer, the following timeline will be used:
1. **Week 1** (recommended): Notification of the evaluatee and identification of the evaluation team.
  2. **Weeks 2 through 5** (recommended): Observation and distribution and collection of student evaluations.
  3. **Week 6** (recommended): Team confers to discuss the *Final Report* and any *Minority Report(s)*, and chair or supervising administrator meets or confers with the evaluatee.
- B. **When the Department Chair is the Evaluatee**
1. When a department chair is the evaluatee, a different individual must serve in the chair role. The chair/committee will choose the next available faculty member from the rotation list to serve in the chair role for this limited situation. If the selected individual performs an observation, it will count as fulfilling his/her obligation to serve in rotation.
  2. In the event that there is no other faculty member available to serve in the chair role, the supervising administrator will solicit a faculty member from outside the department to serve.
- C. **Modifications to the Timeline:** Timelines may be modified to reflect need. The department chair may adjust due dates and the recommended timelines from the semester-length calendar outlined in section 14B.06 as needed to accommodate less than full-length-semester evaluation activities, for example evaluations of faculty who teach primarily short courses. If the evaluatee has any concerns about the timeline, s/he may bring those concerns to the AFA Conciliation and Grievance Officer.
- D. **Out-of-Cycle Evaluation**
1. If the department chair and supervising administrator consult, deliberate, and mutually agree that there is a need for an evaluation before the next evaluation is due, an adjunct faculty member may be evaluated out-of-cycle.
  2. The need for this evaluation will be identified on or before the end of the **second week** of the evaluation semester, so that the evaluatee can submit evaluation materials and an appropriate team can be identified.
  3. The timeline and deadlines will be the same as any other adjunct evaluation described in this article.
  4. The completion date of the out-of-cycle evaluation will determine the next six-semester cycle.

**14B.21.D.5.** In the event that the District has set aside an evaluation, an out-of-cycle evaluation will not be performed before the next in-cycle evaluation, unless the out-of-cycle evaluation is triggered by performance issues that have arisen since that evaluation was set aside.

**E. Evaluation Cycle for Recent SRJC Retirees**

1. Contract faculty members who retire and who are hired as adjunct faculty within one (1) year of their retirement date will be evaluated in the sixth semester of employment after their last regular faculty evaluation.
2. If the contract faculty member has not been evaluated within the last six (6) semesters, s/he must be evaluated in the first semester of adjunct employment.

**F. Adjunct Faculty Members on Leave:** In the event that an adjunct evaluatee is on an approved one-semester leave during the evaluation semester, the evaluation will occur in the semester that the evaluatee is next performing an adjunct faculty assignment.

**G.** Provisions of this article for adjunct faculty evaluations in the Department of Public Safety or in the Work Experience Department will be determined in consultation with the department and submitted in writing to AFA and the District, and they will become effective upon the written approval of AFA and the District.

**H. Pilot Program: Additional Faculty Evaluations by Contract Faculty**

1. No faculty member will perform more than three (3) faculty evaluations per academic year except as specified in 14B.21.H.2-7.
2. A regular faculty member from the department may elect to perform additional evaluations in the department, subject to the approval of the supervising administrator. A probationary faculty member may elect to perform additional evaluations in the department, subject to the provisions of [Article 14A: Regular Faculty Evaluations](#), paragraph 14A.08.A.3.
3. The District will compensate the faculty member for four (4) hours at base hourly rate for each additional evaluation completed.
4. Unless the evaluation assignment is pre-determined due to a follow-up evaluation or a Spring tenure review observation, the chair will use the department rotation list in assigning regular faculty members, and probationary faculty members referenced in 14B.21.H.2, to additional evaluations according to the provisions of this article, with those faculty members who do not elect to perform additional evaluations being omitted from consideration for additional evaluations.
5. At the joint request of the chair and the supervising administrator, TREG may approve a regular faculty member in a different department to perform additional evaluations in the department subject to 14B.21.H.3-7. The department chair will maintain a rotation list of such approved faculty members, adding newly approved faculty members at the bottom of the rotation list at the time of approval. The chair will make additional evaluation assignments from this list only if all options for such assignments from the department rotation list have been exhausted.

- 14B.21.H.6.** The supervising administrator may at any time remove a faculty member from consideration for additional evaluation assignments. A faculty member may at any time retract his/her election to perform additional evaluations for the following semester. A faculty member may only again elect to accept additional evaluation assignments no less than one (1) semester after either of these actions.
7. A faculty member will perform all evaluations assigned to the faculty member in his/her department for that particular year before receiving additional compensation for evaluations outside his/her department.
  8. The provisions of 14B.21.H.1-7 will be in effect as a pilot program for 2015-16 and through 2019-20. The provisions of 14B.21.H.1-6 will not apply to adjunct evaluations subject to the provisions of 14B.21.G during the pilot program.
  9. The District and AFA agree to modify the rotation list procedures of Articles 14A and 14B to reflect these new provisions.

# Article 15:

## Faculty Service Areas & Competency Standards, and Reduction in Force of Faculty Positions

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- 15.01 GENERAL PROVISIONS:** Invoking of seniority rights within faculty service areas (FSA's) only occurs during an official reduction-in-force situation (see [Ed Code 87743-87746](#)). (See also sections 15.04, 15.05 and 15.06.)
- 15.02 INITIAL ASSIGNMENT TO FACULTY SERVICE AREAS (FSA'S):**  
"Each faculty member shall qualify for one or more faculty service areas at the time of initial employment. A faculty member shall be eligible for qualification in any faculty service area in which the faculty member has met both minimum qualifications and district competency standards" ([Ed Code Section 87743.3](#))  
Assignment to an FSA is official recognition that faculty members meet both the minimum qualifications (and local qualifications, if any) to teach a discipline within an FSA and the competency standards for that FSA. Each faculty member is assigned to one (1) or more FSA's at time of hire.
- A. **Disciplines List:** Beginning July 1, 2009, the Sonoma County Junior College District will adopt as its FSA's the most current [Disciplines List](#) approved by the [statewide Academic Senate](#). FSA's established before this date will remain in force.
- B. **Additional Local Qualifications:** Academic Senate guidelines provide that each District may establish additional qualifications more rigorous than those listed in the [Disciplines List](#). At a regularly scheduled department meeting, all contract faculty in a given discipline will decide by majority vote on adopting more rigorous local qualifications. The department chair is responsible for conveying the minimum qualifications recommendations to the Academic Senate President for signature and approval after which the appropriate vice president will sign for final approval. In order for departmentally-approved minimum qualifications to be listed in the annual jobs announcements, they must be received by Human Resources by September 1<sup>st</sup>; departments may approve changes at any time during the academic year, but they will not be implemented until the publication of the new job announcements.
- 15.03 ASSIGNMENT TO ADDITIONAL FSA'S**
- A. **Application to Add FSA's:** After initial employment and assignment to FSA's, any faculty member may apply to the District to add FSA's for which the faculty member qualifies (meets both the discipline minimum qualification — including local qualifications if any — and competency standards). The faculty member will initiate the process and file the application with the Human Resources Department on or before February 15 of any year.
- B. **Publication of FSA's:** On an annual basis, FSA's for regular faculty will be noted on the faculty seniority list and published in the Board agenda. An email will be sent to all regular faculty members and academic administrators notifying them that the seniority and FSA list has been published.

#### **15.04 ESTABLISHING SENIORITY LIST AND APPLICABLE FSA'S**

- A. **Placement on Seniority List:** Acknowledgment of the possibility of a reduction-in-force is implicit in the original hiring of regular faculty. At the time of hiring the faculty member is placed on a seniority list according to date of hire in the District with the use of a lottery to determine ranking among those with the same date of hire. The District will publish the date-of-hire list annually for review by the faculty.
- B. **Assignment to Faculty Service Areas:** A new faculty member will be assigned to one (1) or more FSA's based on minimum qualifications and teaching assignment according to the provisions of this article.

#### **15.05 EXERCISE OF SENIORITY RIGHTS**

- A. **Implementation:** At the time of an official reduction-in-force of faculty, seniority rights may be exercised only in the FSA's that the faculty member has been assigned prior to the official notice of the reduction-in-force situation.
- B. **Tenured Faculty Rights:** ". . . However, the services of no tenured employee may be terminated under this section while any probationary employee, or any employee with less seniority, is retained to render a service in a faculty service area in which the records of the district maintained pursuant to Section 87743.4 reflect that the tenured employee possesses the minimum qualifications prescribed by the board of governors and is competent to serve under district competency criteria." (Ed Code Section 87743.)
- C. **Assignments:** The Board shall make assignments and reassignments in a manner that employees shall be retained to render any service which their seniority and qualifications entitle them to render.

**15.06 FACULTY HIRED PRIOR TO JULY 1, 1990:** Faculty hired prior to July 1, 1990 will be "grandparented" recognition as being qualified in all the disciplines covered by existing credentials and/or meeting new minimum qualification requirements as of July 1, 1990. These faculty members will be deemed competent (in the AB 1725 context) in those disciplines in all areas covered by their credential and qualifications and thus qualified for assignment to FSA's associated with those areas.

#### **15.07 COMPETENCY STANDARDS**

- A. **Establishing FSA Seniority Rights in Nonassigned FSA's:** The District has defined competency standards to be met by those who wish to exercise seniority rights in an FSA other than the one of their teaching assignment. In order to be recognized as being competent to teach or offer a service within an FSA, the following District-wide competency standards must be met.
- B. **Definition of Additional Competency Standards:**
  - 1. After the faculty member has met the minimum qualification requirements to teach the discipline within the FSA, s/he must meet one (1) of the following four (4) standards:
    - a. Post-minimum qualification teaching experience of six (6) units in the discipline/service in the Sonoma County Junior College District, or
    - b. Post-minimum qualification paid full-time professional experience of two (2) years, and licensure if applicable, in the discipline/service, or
    - c. Post-minimum qualification additional education or training of fifteen (15) units in the discipline/service, or

- 15.07.B.1.** d. Evaluation of qualifications by a review panel to determine equivalence to specified competency. Review panel composition to include voting members: instructional dean, department chair in FSA, and faculty member in FSA, and nonvoting Human Resources Department representative. Approval of the recommendation of the review panel will be made by the Superintendent/President, or designee, within ten (10) working days of the review panel decision.
2. Furthermore, the faculty member must meet both of the following standards:
- a. Any local qualifications that are applied to the position, and
  - b. Special competencies determined by legal requirements or due to special nature of subject matter included in the specific FSA.

**15.08 RECORD OF FSA'S:** According to [Ed Code Section 87743.4](#), "each district shall maintain a permanent record for each faculty member employed by the district of each FSA for which the faculty member possesses the minimum qualifications for service and in which s/he has established competency pursuant to district competency standards. The record shall be contained in the faculty member's personnel file."



# Article 16: Hourly Assignments

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## 16.01 INTRODUCTION

- A. AFA and the District recognize that the hourly assignment process must reflect a spirit of fairness, lack of bias, and transparency toward faculty members filling those assignments. The provisions of this Article recognize the importance of providing a measure of job security to faculty members teaching on an hourly basis and the importance of meeting District needs.
- B. **Hourly Assignments:** "Hourly assignments" means those assignments, generally paid on an hourly basis ([Article 26](#): Salary Schedule Development) which remain available after all assignments for contract faculty and one-year agreements have been made or determined. Summer session and [overload](#) assignments for contract faculty are hourly assignments.
- C. This [Agreement](#) describes provisions for departments, not [disciplines](#).
- D. This Agreement describes provisions for the [Academic Year](#). Departments may create alternative summer procedures. For departments with no approved summer procedures, these provisions will apply during summer terms. Departments that routinely schedule courses and allied services after the schedule for that term has been electronically published (including but not limited to the departments of Public Safety, Counseling, and Agriculture) will recognize faculty members' rights pertaining to length of service and established load when recommending assignments.
- E. For definitions regarding Hourly Assignments, see [Article 7](#): Definitions.

## 16.02 DISTRICT, DEPARTMENT, AND FACULTY RIGHTS AND RESPONSIBILITIES

- A. **District Rights and Responsibilities**
  - 1. To meet student, community, and District needs, the District has the authority to develop the class schedule, including the array, location, and times of courses and services. The District has the right of assignment, and no obligations to employ faculty engaged in hourly assignments beyond those in law are expressed or implied in this Agreement.
  - 2. The District, as represented by the supervising administrators and in collaboration with [department chair](#) and/or faculty program coordinators/directors, will determine the schedule of classes and allied services to be offered.
  - 3. The supervising administrator and the department chair will verify any courses or services that are designated as meeting [District Needs](#). Assignments that may be designated as meeting District Needs include, but are not limited to, those that require specific training or experience, require collaboration outside the regularly scheduled assignment, or must meet any special conditions of grants.
  - 4. The supervising administrators will review and approve recommended schedules and assignments. [Electronic Publication of the Schedule](#) constitutes the District's approval of the schedule and assignments.
  - 5. The District may cancel or revise initial, electronically published hourly assignments only in accordance with provisions cited in 16.06.
  - 6. The District will communicate with faculty in order to promote transparency in making hourly assignments.

- 16.02.A.** 6. a. Within one (1) week of the deadline for [Proof 1](#), the office of the Vice President of Academic Affairs (VPAA) will email all faculty to notify them that the department length-of-service lists have been posted on the AFA website.
- b. As soon as possible after the development of Proof 2, the District will post the Proof and email the faculty to notify them of this posting.
- c. On the day the Class Schedule for each term is posted on the College's website, the District will notify all faculty of this posting, which constitutes the District's approval of the schedule and the [offer](#) of hourly assignments.
7. The District will make every attempt to provide remedy to a faculty member whose contractual right to an established load was violated by altering the schedule in a timely manner or, when this is not possible, providing compensatory load in a future term, within one (1) year of the error being brought to the District's attention.

**B. Department Rights and Responsibilities**

1. Department chairs, in consultation with the appropriate supervising administrators, contract faculty, and program [coordinators](#) and/or directors, have primary responsibility for the development of proposed class schedules and for recommending assignments; however, adjunct faculty serving as program coordinators and/or directors will not participate in recommending assignments.
2. Each department chair will make a schedule proposal and assignment recommendations for hourly assignments as described in this Agreement and will submit these to the department's supervising administrator for review and approval.
3. The department chair and supervising administrator will verify any courses or services that are designated as meeting District Needs. Assignments that may be designated as meeting District Needs include, but are not limited to, those that require specific training or experience, require collaboration outside the regularly scheduled assignment, or must meet any special conditions of grants.
4. The department chair will identify those faculty members who have verified that they meet [Special Expertise](#) and District Needs requirements.
5. Each department will maintain an accurate length-of-service list, including faculty name, [most recent date of hire](#), and [established loads](#).
  - a. The length-of-service list will include: [regular faculty](#); [probationary faculty](#) in years 2, 3, and 4; year 1 probationary faculty who have received prior permission to perform an hourly assignment, as defined in 16.03.B.2; and adjunct faculty who are in at least the sixth semester of employment, unless such an adjunct faculty member has a [break in service](#), as defined in 16.02.B.5.d-e, that results in his/her being removed from the list and returned to the pool. Semesters in which the adjunct faculty member performs only substitute assignments or those assignments defined as "[professional ancillary activities](#)" do not count toward the six (6) semesters required to earn a position on the [length-of-service list](#).
  - b. [Departmental date of hire](#) will determine a faculty member's position on the length-of-service list. The departmental date of hire for all faculty members (adjunct, regular, probationary, [temporary](#), and retired) is defined as the [date of first paid service](#) or [return to paid service](#) in the department.

#### **16.02.B.5**

- c. For adjunct faculty members with the same date of first paid service or of return to paid service, the department chair and supervising administrator will determine positions on the length-of-service list by lottery.
  - d. A faculty member, including retired faculty, maintains his/her position on the length-of-service list unless s/he has a break in service longer than two (2) consecutive semesters plus the adjacent summer(s). Performing an assignment in the third semester preserves the faculty member's position on the length-of-service list. Adjunct faculty members with offer rights who would have been removed from their department's length-of-service (LOS) list during the schedule reduction period of Spring 2019 through Spring 2021 shall remain on the LOS list until Fall 2022.
  - e. A faculty member who does not [perform an assignment](#) in the semester following a break in service of two (2) semesters plus the adjacent summers loses his/her position on the length-of-service list and is placed in the pool. Performing a new assignment establishes the date of return to paid service and a new, most recent date of hire.
  - f. Each department will update its length-of-service list each semester and forward it to AFA and the supervising administrator by the deadline for Proof 1 for each scheduling cycle.
6. The department will query its faculty members as to their interest in an hourly assignment for each term. This query will be sent to the faculty members' SRJC email accounts as follows: a) The query for spring will be sent the first week of the fall semester; b) the query for fall will be sent the first week of the spring semester; and c) the query for summer will be sent by October 1 of the preceding year. Faculty responses will be due to the department fourteen (14) calendar days after the query is sent.

#### **C. Faculty Rights and Responsibilities**

1. All faculty desiring hourly assignments are responsible for timely response to the department's solicitation of interest letter; complying with department processes for determining hourly assignments; meeting specified deadlines; and reviewing the department's length-of-service list and assignments to confirm that their contractual load has been met.
2. A faculty member who meets Special Expertise or District Needs requirements for specific courses or services is responsible for providing verification to the department.
3. Faculty members are responsible for timely notifying the chair, the District, or AFA of any error in load.

#### **16.03 ELIGIBILITY AND GUIDELINES FOR MAKING HOURLY ASSIGNMENTS**

- A. **Eligibility:** To be eligible for a given hourly assignment, a faculty member must meet the following applicable criteria:
1. Satisfactory performance: After the [first probationary evaluation](#), only faculty with a "Satisfactory" or "Satisfactory, Minor Improvement Needed" rating will be considered eligible for an hourly assignment, with the exception of an adjunct faculty member who has received an "Improvement Needed" rating and is being evaluated in a follow-up evaluation ([Article 14B: Adjunct Faculty Evaluations](#), paragraph 14B.12.B.3).
  2. [Minimum Qualifications](#): A faculty member who meets the Minimum Qualifications in the discipline of the course or service is considered eligible to teach the course or perform the service unless approved Special Expertise or District Needs requirements apply to that course or service.

- 16.03.A.** 3. Special Expertise: If there are approved Special Expertise requirements for a course or service, a faculty member is considered eligible to teach the course or perform the service if s/he provides to the department verification that s/he meets the Special Expertise requirements.
4. District Needs: For classes or services designated as meeting District Needs, a faculty member is considered eligible to teach the course or perform the service if s/he provides to the department verification that s/he meets the specified requirements. If the number of interested and qualified faculty members exceeds the number of assignments, the chair may recommend the faculty member most suitable for the assignment as long as the recommendation does not result in loss of established load for a faculty member higher on the length-of-service list.
- B. **Faculty Classification:** Faculty classification (faculty with [Offer Rights](#), year 1 probationary faculty, and [adjunct faculty](#) in the [Adjunct Faculty Pool](#)) is determined separately in each department in which a faculty member works. These provisions will be applied consistently for all departments.
1. Faculty with Offer Rights
- a. Definition and Limitations
- 1) Offer rights confer a contractual entitlement to an offer of an established hourly load. The District commits to making such offers to eligible faculty in any given term that assignments are available with respect to the faculty member's position on the length-of-service list and established load, and within the provisions of Department-Specified Provisions (DSPs).
- 2) A right to an offer does not imply any guarantee about specific courses or allied assignments, specific days, specific times, or specific locations.
- 3) The names of all faculty members with offer rights will be added to the length-of-service list as defined in 16.02.B.5.
- b. Adjunct faculty members with offer rights:
- 1) have successfully completed the [probationary period](#); and they have a rating of "Satisfactory," "Satisfactory, Minor Improvement Needed," or "Improvement Needed" on their most recent [evaluation](#). In conferring offer rights, the department has made a deliberate decision to offer the faculty member employment beyond the probationary period; and
- 2) must be in at least the sixth semester of employment. A faculty member who teaches only [summer terms](#) is eligible to earn offer rights in the sixth summer of employment. A semester (or, for summer-only faculty members, a term) counts toward earning offer rights if the faculty member performed an instructional or allied assignment. However, semesters (or terms) in which the adjunct faculty member performed only substitute assignments or only those assignments identified as [professional ancillary activities](#) do not count as one (1) of the six (6) semesters.
- c. [Contract faculty members](#) with offer rights include regular faculty and probationary faculty in years 2, 3, and 4. Contract faculty members must have a "Satisfactory" or "Satisfactory, Minor Improvement Needed" on their most recent evaluation to be considered for an hourly assignment.

- 16.03.B.** 2. Year 1 Probationary Faculty: Probationary faculty members in year 1 of the [tenure review](#) process who request an hourly assignment may be recommended for an hourly assignment with the prior approval of the supervising administrator and the VPAA, provided they are otherwise eligible for an assignment. If the request is approved, the faculty member's name will be added to the length-of-service list.
3. Adjunct Faculty Pool: Once hired, and after a break in service as defined in 16.02.B.5.d-e, an adjunct faculty member is placed in the Adjunct Faculty Pool.
- a. A faculty member in the pool is an adjunct faculty member who has either not yet earned offer rights or, subsequent to having earned offer rights, has had a break in service as described in 16.02.B.5.d-e and is again placed in the pool.
  - b. A faculty member in the pool may be considered for an offer but has no contractual right to an offer.
  - c. After four (4) years without performing an assignment, the faculty member loses his/her position in the pool and his/her employment status and must reapply to the department.
  - d. A faculty member may voluntarily withdraw from the pool by submitting a letter of resignation to Human Resources.
  - e. The District may remove a faculty member from the pool if the individual becomes ineligible for employment based on a background check or for other valid reasons.
- C. **Guidelines for Making Assignments:** In making assignment recommendations, the department will consider the following criteria in the following order:
- 1. Eligibility, as described in 16.03.A.
  - 2. Timely response to the department's solicitation of interest.
  - 3. Special Expertise requirements, subject to the order of the length-of-service list and established load for each faculty member.
  - 4. District Needs requirements.
  - 5. Position on the length-of-service list and established load for each faculty member. To the extent possible, the department will recommend offers that meet the established load for each faculty member who timely responded to the department's solicitation of interest. Departments that require faculty members to state course and scheduling preferences will, if load is available, offer the established load to which a faculty member is entitled even if there are no available assignments that satisfy the faculty member's stated preferences.
    - a. Initial allocation
      - 1) In ranked order of the length-of-service list, the department will initially allocate established load up to 40 percent.
        - a) If it is not possible to meet 40 percent exactly, the department will allocate a load greater than, but as close as possible, to 40 percent.
        - b) For departments offering a significant number of courses that have greater than 20 percent load value, the District and AFA may approve initial allocations of established load of greater than 40 percent. This initial load allocation will be specified on the DSP form (16.05.A.3).

- 16.03.C.5.a. 2) After establishing offer rights, a faculty member with no established hourly load will receive an offer of either 1) 20 percent or, 2) for departments whose programs include a significant number of courses or services with loads less than or greater than 20 percent, a load specified on the DSP form (16.05.A.4).
- b. If load remains after all faculty members with offer rights have received initial offers as described above, the department will recommend, in ranked order of the length-of-service list, additional offers to meet established loads up to and including 67 percent. If it is not possible to exactly meet the established load, the department will allocate a load as close as possible to the established load.
  - c. Load remaining after satisfying (a) and (b) above will first be offered, in ranked order, to faculty members with offer rights who responded to the department's solicitation of interest after the deadline but before the department has communicated recommended hourly assignments to faculty. The offer will, if possible, meet the faculty member's established load. A faculty member who responds to the solicitation of interest after [recommended assignments](#) have been communicated to faculty is eligible for, but not entitled to, an offer.
  - d. No faculty member shall have an assignment that a faculty member higher on the length-of-service list is eligible to perform if that more-senior faculty member did not receive an offer that meets his/her established load, with the exception of a faculty member who did not receive an offer due to failure to timely respond to the solicitation of interest.
6. [New or increased assignments](#) include any hourly assignments that remain after all faculty with offer rights receive offers of established load as described above or that become available after the schedule is electronically published.
- a. If new or increased assignments become available more than six (6) calendar weeks before the beginning of the new term and not all faculty members with offer rights have received offers of established load as described in 16.03.C.1-5:
    - 1) The department chair or program director will email all faculty to announce the new or increased assignment(s). To be considered for the assignment, interested faculty must respond within forty-eight (48) hours;
    - 2) New or increased assignments will be offered, in ranked order, to faculty members who met the announced deadline and did not receive an offer that meets their established load. Limitations on load apply;
    - 3) If all responding faculty have received offers that meet established loads, the department chair will offer the assignment(s) to the faculty member(s) that the department determines to be most suitable for the assignments.
  - b. If all faculty members with offer rights have received offers of established load, as described in 16.03.C.1-5, or if new or increased assignments become available six (6) weeks or less before the beginning of the new term, the new or increased assignment(s) will be offered to the faculty member(s) that the department determines to be most suitable for the assignments.
- D. **Established Load:** Established load is the load value of the offer to which a faculty member with offer rights is entitled, as described below:



- 16.03.D.**
1. Established load may be up to 67 percent and is calculated only on the basis of hourly allied and instructional assignments, exclusive of substitute, temporary, and professional ancillary activity assignments.
  2. The established load of a contract faculty member will not exceed 40 percent except with the approval of the VPAA.
  3. Load from substitute assignments, professional ancillary activities, and assignments identified as "temporary" at the time of offer will not be used to calculate or increase established load. A "temporary" assignment is one made available by short-term funding or that is normally required to fulfill the contract load of a contract faculty member, but is temporarily available as an hourly assignment due to the contract faculty member's leave, reassigned time, or other temporary situation. The District must notify a faculty member by email that such an offer is "temporary" and the reason the assignment is temporary.
  4. A faculty member has separate established loads for fall and spring and, if the DSPs do not state otherwise, for summer.
  5. A faculty member begins to earn established load in the semester in which s/he earns offer rights and is added to the length-of-service list.
  6. A faculty member's established load for future like semesters or terms will increase if the [load performed](#) exceeds the former established load, exclusive of load from substitute assignments, professional ancillary activities, and [temporary assignments](#). The department chair will deliberately determine whether faculty members will receive additional offers resulting in higher established loads, as described in 16.03.C.6.a.3 and 16.03.C.6.b.
  7. A faculty member's established load will not decrease as long as the faculty member maintains his/her position on the length-of-service list.
  8. Initial Determination of Established Load
    - a. For a faculty member who earns offer rights after this Agreement is implemented: Exclusive of load from substitute assignments, professional ancillary activities, and temporary assignments, the load performed from the sixth semester on will determine established loads.
      - 1) Load performed in the first fall and spring semester in which a faculty member has offer rights will become the initial established loads for like semesters, fall for fall and spring for spring. This pattern applies to summer terms, unless DSPs state otherwise.
      - 2) The department will deliberately determine these initial established loads.
    - b. Established loads for Spring 2016, Summer 2016, and Fall 2016 will be equal to like loads that would have been applicable under the Agreement provisions in effect in 2014-2015.

**16.04 LIMITATIONS ON HOURLY LOAD; ADJUNCT LOADS IN EXCESS OF 67 PERCENT**

**A. Limitation on Hourly Load**

1. Cumulative allied and instructional hourly assignments in all departments in which an adjunct faculty member works will not exceed 67 percent per Education Code Section [87482.5\(a\)](#).
  - a. Service as a substitute on a day-to-day basis will not be used for purposes of calculating eligibility for contract or regular status (Ed Code Section 87482.5(b)) or the 67 percent limit on load.

- 16.04.A.1.**
- b. Service in professional ancillary activities will not be used for purposes of calculating eligibility for contract or regular status (Ed Code Section 87482.5(c)(1)) or the 67 percent limit on load.
  2. District-approved assignments as described in Education Code Section 87482.5(b) & (c) do not count toward the 67 percent limitation on load.
    - a. Such assignments include departmental or District work that would be considered "professional ancillary activities."
    - b. The District may employ adjunct faculty members to perform professional ancillary activities outside of their teaching or allied assignment and will compensate them for performing such activities. The District must approve such assignments, and adjunct faculty may decline them without prejudice.

**B. Adjunct Loads in Excess of 67 Percent**

1. Adjunct faculty may be assigned to work above a 67 percent load to accommodate a day-to-day substitute assignment and assignments considered to be "professional ancillary activities." These types of assignments are loaded but are not used to calculate established load.
2. Faculty [One-Year Agreements](#): The District may offer adjunct faculty assignments of one (1) academic year in length in accordance with the procedure and conditions outlined below.
  - a. Procedure
    - 1) In response to clearly articulated program and/or District needs, the department chair/program director will identify specific assignments for one-year agreements and recommend them in writing to the supervising administrator, who will recommend them to the VPAA.
    - 2) All one-year assignment proposals must be reviewed by all parties to the agreement and approved in writing by the VPAA.
    - 3) Except for emergencies as determined by the VPAA, agreements will be completed prior to the first day of fall semester.
    - 4) The District will notify adjunct faculty participants about possible changes in CalSTRS status and impact on potential unemployment benefits that may occur as a result of accepting a one-year agreement.
    - 5) The District will distribute copies of the approved contract to the faculty member, the department chair, the supervising administrator, and AFA.
  - b. Conditions
    - 1) The department is not otherwise able to staff the assignment(s) without the one-year agreement.
    - 2) The maximum assignment, annualized over the academic year, will not exceed 67 percent of a full-time faculty assignment.
    - 3) The percent of a one-year assignment is the average of the fall and spring assignments. There must be an assignment in both semesters.
    - 4) The agreement will specify a load for each semester.
    - 5) The rate and method of payment will be at the appropriate hourly rate based on the type of assignment(s).
    - 6) If an assignment is cancelled due to low enrollment or due to the need for a regular faculty member to perform his/her contract load, the District will offer the adjunct faculty member a revised assignment that maintains the load specified in the agreement.



- 16.04.B.2.b.** 7) A one-year agreement as defined here will not count towards probationary status, nor is there any commitment expressed or implied to continue offering a faculty member additional one-year agreements. As this is a commitment for the entire academic year, unemployment benefits cannot be claimed for the winter break. The faculty member's evaluations will continue on the established six-term cycle. After completion of the one-year assignment, the provisions for offers will be those appropriate to the faculty member's classification as described in 16.03.
- 8) Nothing in this article will be construed to limit the Board's discretion under Education Code Section [87665](#).

**16.05 DEPARTMENT-SPECIFIED PROVISIONS (DSPs)**

- A. A department or, if a department has more than one discipline, a discipline will identify DSPs, on a form mutually agreed to by the District and AFA, if it has special provisions for the four (4) categories below. All other department procedures and policies for making hourly assignments will conform to this Agreement.
1. Special Expertise Needs: The department or discipline may designate (a) special expertise requirement(s) for a specific instructional or allied assignment. The department will specify the course or allied service requiring special expertise and the criteria for meeting the special expertise requirements. The criteria will be relevant, objective, verifiable, and reasonable. Evaluative procedures such as portfolio review, music auditions, and film screenings may be used in determining special expertise for courses that require professional judgments of quality in artistic proficiency in Art, Music, Theatre Arts, and Multi-media and other applicable disciplines. In such cases, the following process will be employed: 1) Criteria for judging special expertise will be made available to faculty members in advance; 2) A committee consisting of three (3) contract faculty members of the department or discipline will determine whether the faculty members meets the criteria; and 3) A rubric and scoring system will be used in determining whether the faculty member meets the criteria for special expertise; the faculty member will have access upon request to the rubric before the evaluation and to the scored rubric after the evaluation.
  2. Summer Session Assignments: The department may elect to use summer session assignment procedures that differ from those pertaining to [length of service](#) and established load. The department will specify these procedures on the DSP form. The department's summer procedures will adhere to the other provisions of this Agreement.
  3. Initial allocations of established load exceeding 40 percent: For departments or disciplines offering a significant number of courses that have greater than 20 percent load value, the District and AFA may approve initial allocations of established load greater than 40 percent. The initial load allocation(s) will be specified on the DSP form (16.03.C.5.a.1.b).
  4. Offers for faculty members with offer rights and no established load: A department or discipline whose programs include a significant number of courses or services with load values of greater or less than 20 percent may specify that faculty members who have offer rights but no established load will receive an initial offer of greater or less than 20 percent. The load value(s) will be specified on the DSP form (16.03.C.5.a.2).

**16.05.B. Creation, Amendment, and Approval of Department-Specified Provisions**

1. To create or amend the DSP, the department chair, or a subcommittee formed by the department chair, will draft a proposal based on department input.
2. The proposal will be listed as an item on a published agenda for a department meeting at which the proposal will be discussed and to which all faculty members in the department will be invited.
3. If two-thirds (2/3) of the department's faculty members, or, for discipline-specific Provisions, two-thirds (2/3) of the discipline's faculty members, attending the department meeting agree to put a proposal before the department or discipline for a vote, the chair will request that the supervising administrator conduct a vote.
4. The [department electorate](#), or, for discipline-specific Provisions, those in the discipline who are also included in the department electorate, will be eligible to vote. The supervising administrator will initiate the balloting period during fall or spring semester only, and no more than seven (7) days from the date of the request. The balloting period will be no less than seven (7) calendar days. The balloting period will be completed by the end of the last week of instruction, else the balloting will be scheduled during the first twenty-one (21) days of the subsequent semester.
5. Two-thirds (2/3) of votes cast carries the motion.
6. If the motion carries, the department's or discipline's proposed procedures will be entered on the DSP form and submitted to AFA and the VPAA. Within ninety (90) days during the academic year, AFA will review the proposal for Contract compliance and bring any contractual concerns to the attention of the department and the VPAA. The department will timely revise the procedures to align with the Contract. The VPAA approves or denies the DSPs.

**16.06 CANCELLATION OR AMENDMENT OF HOURLY ASSIGNMENTS AFTER ELECTRONIC PUBLICATION OF THE SCHEDULE:**

After assignment offers are made, the District may amend or cancel an hourly assignment under the following conditions.

- A. **Enrollment:** Inadequate class enrollment.
- B. **Regular Faculty Load:** To fulfill the normal load requirement of a contract faculty member qualified to fulfill the assignment.
  1. For instructional assignments, the decision to cancel an hourly assignment in order to offer it to a regular or contract faculty member as part of his/her contract load must be made by the supervising administrator no later than two (2) weeks after the first scheduled class meeting.
  2. Contract faculty members with overload assignments will use their overload hourly assignment, if necessary, to fulfill their contract load requirement before adjunct faculty loads are amended.
- C. **One-Year Agreements:** To fulfill the load requirement of an adjunct faculty member performing a one-year agreement. In this instance, the load will, whenever possible, be taken from an adjunct faculty member in the pool or the faculty member who is lowest on the length-of-service list.
- D. **Contractual Remedies:** To make whole a faculty member who was harmed due to a violation of the Contract or the DSPs. In this instance, the load will, whenever possible, be taken from the faculty member who initially and inadvertently benefited from the contractual violation, a faculty member in the adjunct faculty pool, or the faculty member lowest on the length-of-service list.

- 16.06.E. Schedule Adjustment:** To accommodate a required schedule adjustment, an hourly assignment may be changed by the District in consultation with the affected faculty member, as long as the original load offered to the faculty member is not reduced.
- F. **Faculty evaluation:** Termination in the department due to an "Unsatisfactory" evaluation rating determined in compliance with the timeline specified in [Article 14B: Adjunct Faculty Evaluations](#); or an "Improvement Needed" evaluation rating per the timeline specified in Article 14A: Regular Faculty Evaluations or Article 30: Tenure Review.
- G. **Break in service:** A faculty member who has received an offer for an upcoming term but whose break in service subsequently exceeds the permitted length will lose (an) offered assignment(s) that result(s) in another faculty member's loss of established load.
- H. **67 percent load limit:** To ensure that an adjunct faculty member's cumulative load does not exceed 67 percent.
- I. **Additional conditions for cancellation of allied hourly assignments**
1. Financial: Change in District or department financial situation;
  2. Staffing: Change in District or department staffing needs;
  3. Program: Change in program.
- J. **Other:** As a consequence of events beyond the District's control.

**16.07 HOURLY ASSIGNMENT PRIORITY FOR FACULTY DIRECTLY AFFECTED BY IMPLEMENTATION OF DISTRICT POLICY 3.6 AND PROCEDURE 3.6P:** An adjunct faculty member with assignments in a certificate or major that has been discontinued under the provisions of [District Policy 3.6](#) and District Procedure 3.6P: Program Review, Evaluation, Revitalization and Discontinuance will be given consideration for hourly assignments as follows:

- A. The faculty member will maintain all applicable offer rights earned in the original department.
- B. **Reassignment Outside the Department**
1. If the adjunct faculty member is not qualified for any of the assignments that exist in the department of the discontinued certificate or major, and if the adjunct faculty member meets the minimum qualifications for assignments in other departments, then s/he may request a reassignment from the VPAA within six (6) months of the Board's action to discontinue the certificate or major.
  2. Based on the adjunct faculty member's qualifications, the VPAA, in consultation with the appropriate department chairs, will assign the adjunct faculty member to one (1) or more departments. The faculty member will be added to the Adjunct Faculty Pool in the new department(s).
  3. The date that the adjunct faculty member performs an assignment in the new department will be the faculty member's new departmental date of hire.
  4. The first allied or instructional assignment, exclusive of substitute and professional ancillary assignments, will commence a new probationary period.

# Article 17: Job Descriptions

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## CONTENTS:

- 17.01 General Job Description: All Faculty Members
- 17.02 District and Department Service: All Faculty Members
- 17.03 Professional Development: All Faculty Members
- 17.04 Other Required Duties: All Faculty Members
- 17.05 Instructional Faculty
- 17.06 Head Coaching Faculty
- 17.07 Counseling Faculty
- 17.08 Disability Resources Faculty
- 17.09 Library and Information Resources Faculty
- 17.10 Work Experience Faculty
- 17.11 Reassigned Time and Special Assignments

### 17.01 GENERAL JOB DESCRIPTION: ALL FACULTY MEMBERS

- A. **Contract Faculty:** Contract faculty duties are in the areas of District and department service (17.02), professional development (17.03), other required duties (17.04), and student contact-related duties (17.05–17.10). Contract faculty members will be evaluated on performance in these four (4) areas only.
- B. **Adjunct Faculty:** Adjunct faculty duties are in the areas of other required duties (17.04), mandatory professional development (17.03.C), and student contact-related duties (17.05-17.10). [Adjunct faculty](#) members will be evaluated on their performance in these three (3) areas only.
- C. **Other Assignments:** The District may make other assignments to a faculty member with the consent of the faculty member. For these assignments, the faculty member will receive appropriate reassigned time or additional compensation.

### 17.02 DISTRICT AND DEPARTMENT SERVICE: ALL FACULTY MEMBERS

- A. **Required District and Department Service:** Duties are defined as those required activities that contribute to the department or to the District outside of student contact-related duties. The following job duties are required of all contract faculty members:
  - 1. Attends regularly scheduled department meetings.
  - 2. Serves on evaluation and [tenure review teams](#).
  - 3. Serves on hiring committees.
  - 4. Participates in [departmental activities](#) on District-Designated Activities Day.
  - 5. Serves on program advisory committees.
  - 6. Writes, reviews, and revises curriculum.
  - 7. Participates in the assessment of Student Learning Outcomes (SLOs).
- B. **Self-Selected District and Department Service:** Self-selected District and department service are those activities that a regular faculty member performs in addition to the required District and department service and other required duties to the District. Examples may include, but are not limited to, the following:
  - 1. Serves on departmental committees.

- 17.02.B.**
2. Serves on District-wide committees, such as standing committees and Presidential Advisory Committees.
  3. Participates in Academic Senate or AFA activities.
  4. Participates in community outreach efforts, including such activities as school visitations, recruitment, career fairs, or Day Under the Oaks.
  5. Provides workshops or activities for Professional Development Activity Days or for the flex menu of activities.
  6. Serves as [instructor of record](#) in independent study courses.
  7. Serves as a faculty advisor to student clubs or groups.
  8. Participates in special projects as requested by the District.
  9. Participates in governance activities of the District, including, but not limited to: Petaluma Faculty Forum; District-wide forums; accreditation committees; task forces called by the Academic Senate, AFA, or the District to work on special projects.

**C. Adjunct Faculty District and Department Service**

1. Adjunct faculty members are not required to perform District and department service unless compensated to do so. However, adjunct faculty members may participate in department activities and may use District resources as established in the California Education Code Section [87482.8](#).
2. The District may assign adjunct faculty members to SLO assessment assignments or SLO lead-coordination assignments. The adjunct faculty member will be compensated pursuant to [Article 32](#): Workload, paragraph 32.02.G.

**17.03 PROFESSIONAL DEVELOPMENT: ALL FACULTY MEMBERS:** Professional development refers to those activities either initiated by the faculty member or presented by the District that enhance the faculty member's professional expertise or that support and promote the faculty member's [discipline](#) or profession academically or in the community. Faculty members will maintain currency in their disciplines as part of their obligations to students and in order to update materials in response to advances in the field of study or discipline.

- A. **Contract Faculty only:** Contract faculty members will participate in mandatory institutional days and flexible professional development activities as described in [Article 22](#): Professional Development, section 22.03.B. Contract faculty members will participate in District Commencement activities.
- B. **Adjunct Faculty only:** Adjunct faculty members will participate in professional development activities as described in [Article 22](#): Professional Development, section 22.03.C.
- C. **Contract and Adjunct Faculty:** All faculty members are required to successfully complete one (1) hour of sexual harassment and abusive conduct prevention training every two (2) years, either online or at Professional Development Activities (PDA) days, which may count as one and a half (1.5) hours toward the flex obligation or for which a faculty member will receive one and a half (1.5) hours' pay at the base hourly rate. Adjunct faculty members will be assigned the training on the day preceding the first pay date of the semester and will complete the training by the semester flex deadline in which the training is assigned. Contract faculty members will be assigned the training by the first contract day of the fall semester and will complete the training by the spring flex deadline in the academic year in which the training is assigned. Other examples of professional development duties may include, but are not limited to, the following:

- 17.03.C.1.** Participates in professional development activities designed to help maintain currency in one's discipline, to improve pedagogical skills, or to support the Mission and College Initiatives of the District.
2. Participates in professional conferences and seminars.
3. Serves, or is elected to office, in professional organizations.
4. Organizes or participates in community activities directly related to the discipline or to the District.
5. Offers conferences, seminars, lectures, or other events including performances and exhibits, for purposes of advancement of one's discipline.
6. Reads and researches in one's discipline or related disciplines.
7. Writes or publishes in one's discipline or related disciplines.
8. Develops creative work in one's discipline.

#### **17.04 OTHER REQUIRED DUTIES: ALL FACULTY MEMBERS**

- A. **Definition:** Other required duties are those activities required by other sections of the AFA/District [Contract](#), and local, state, or federal statutes.
- B. **Examples:** These duties are required of both contract and adjunct faculty unless noted otherwise. Examples may include, but are not limited to, the following:
  1. Uses and maintains a District email account to receive official communications from the District about terms and conditions of employment ([Article 31](#): Working Conditions, section 31.07).
  2. Checks and responds to student emails on a timely basis.
  3. Notifies District of absences ([Article 29](#): Substitutes & Reporting Faculty Absences, section 29.01).
  4. Submits census rosters, grades, and flex documentation according to contractual or District-published deadlines.
  5. Adheres to the California State Education Code, and state and federal laws with special regard to educational matters.
  6. Respects students' educational rights and privacy.
  7. Treats all employees with civility and respect.
  8. Provides a safe learning environment.
  9. Maintains standards of professional conduct and ethics appropriate to the position.

#### **17.05 INSTRUCTIONAL FACULTY**

- A. **Student Contact-Related Duties for Instructional Faculty:** Student contact-related duties for all instructional faculty refer to those activities directly related to scheduled instruction, including: lecture, laboratory, clinical, performance, and head coaching assignments; preparation for instruction; student assessment activities; and [student consultation time](#) and scheduled office sessions. Examples may include, but are not limited to, the following:
  1. Starts and ends class meetings at the scheduled times.
  2. Holds final exams during the scheduled times, except as requested by individual students under extraordinary circumstances.
  3. Teaches in compliance with the course outline of record.
  4. Issues a syllabus at the start of each class, including: course description and organization following the approved course outline of record; reading and lecture schedule; assignment structure; written grading policy; and an electronic link or direction to the approved course outline of record.



- 17.05.A.** 5. Maintains student consultation time and scheduled office sessions as posted, and confers with students during established office sessions and by appointment. ([Article 32](#): Workload, section 32.02.D)
6. Instructs or supervises students during all scheduled lecture, laboratory, clinical, performance, and head coaching sessions of their assignment unless unable to attend or engaged in approved departmental or District business of a priority nature.
7. Prepares materials for instructional use including handouts, presentations, exams, quizzes, and classroom and homework assignments. Updates materials as needed to maintain currency.
8. [Confers](#) with students on academic matters and advises students in matters related to the discipline and to career goals, as appropriate.
9. Solicits and evaluates student feedback about their experiences in the class.
10. Refers students to counselors, tutoring, and other District resources as appropriate.
11. Assists in providing authorized accommodations for students with disabilities.
12. Assesses student work and provides evaluation of that work to students in a timely manner.
13. Schedules field trips, as appropriate, and provides alternative assignments or activities to field trips and other group activities that are not identified by date and time in the published class schedule. (Team and performance courses such as those in Kinesiology, Dance, and Athletics; Theatre Arts; Music; and Forensics are excepted from the requirement to provide alternative assignments.)
- B. Other Required Duties for Instructional Faculty:** Examples may include, but are not limited to, the following:
1. Selects textbooks and other course materials subject to approval of department and in accordance with established District deadlines.
2. Determines grades according to the grading policy published in the course syllabus.
3. Certifies census rosters, completes midterm reports, and submits final grades to meet established District deadlines.
4. Maintains positive attendance and grading records as required.

## **17.06 HEAD COACHING FACULTY**

- A. Student Contact-Related Duties for Head Coaching Faculty:** In addition to the duties listed in section 17.02.A, head coaching faculty members have additional student contact-related duties. Examples may include, but are not limited to, the following:
1. Oversees the direction of practice during season of sport and coaches team at scheduled games.
2. Adheres to all regulations, rules, procedures, and policies for athletic programs as established by the NCAA, the COA, and the Conference.
3. Assists student-athletes in preparation for transfer to four-year colleges by:
- Advising student-athletes about the athletic transfer process;
  - Assisting student-athletes with correspondence to four-year colleges;
  - Preparing follow-up correspondence and telephone contact with four-year college coaches;
  - Initiating contact with four-year college coaches on behalf of their student-athletes;
  - Assisting student-athletes in producing game tapes for four-year colleges;

- 17.06.A.3. f. Assisting student-athletes with their four-year college visitations;
- g. Scheduling four-year college coaches to visit the District to recruit student-athletes.
4. Assists student-athletes by referring them to orientation, assessment, counseling, registration, financial aid, and student employment.
5. Monitors student-athletes' scholastic progress in coordination with the Counseling and athletic eligibility staff.
6. Encourages student-athletes to play as a team with enthusiasm, discipline, ethical behavior, and sportsmanship.
7. Teaches student-athletes the practical and theoretical strategies and concepts of their respective sports.
8. Provides a safe environment with special respect to the sport and sports injuries.
- B. **Other Required Duties for Head Coaching Faculty:** Examples may include, but are not limited to, the following:
  1. Organizes, plans, coordinates, and evaluates the intercollegiate program.
  2. Determines student eligibility for athletic programs.
  3. Determines programs, goals, objectives, and related activities.
  4. Oversees the strength and conditioning program for the sport both in-season and out-of-season.
  5. Coordinates the identification and recruitment of eligible individuals by:
    - a. Recruiting actively in high schools in the area and contiguous districts. This recruitment process includes: high school visitations, individual contacts with the athlete and parents, and home visits;
    - b. Preparing follow-up correspondence and telephone contact; facilitating District visitation by prospective athletes;
    - c. Assisting student-athletes by referring them to student employment, financial aid, orientation, counseling, assessment, and registration.
  6. Stays abreast of current trends and information in the field.
  7. Attends coaching clinics, seminars, trainings, and conferences.
  8. Maintains membership in and participates in meetings of local, state, and national coaches' associations.
  9. Supplies informational assistance in the preparation of media guides, is available to media for interviews, and is responsible for providing timely game results to local media.
  10. Attends community events and speaks on behalf of the District as part of fundraising and outreach efforts.
  11. Maintains standards of professional conduct and ethics appropriate to the position.

## 17.07 COUNSELING FACULTY

- A. **Student Contact-Related Duties for Counseling Faculty:** Examples may include, but are not limited to, the following:
  1. Confers with and counsels students individually in matters related to their academic, career, and personal needs.
  2. Updates information related to articulation, career, occupational and transfer curriculum, and programs.
  3. Meets with students at established times or by appointment.
  4. Provides academic counseling that assists students in assessing, planning, and implementing their immediate and long-range academic goals.



- 17.07.A.**
5. Provides career counseling that assists students in assessing their aptitudes, abilities, and interests as well as informs them regarding current and future employment trends.
  6. Provides personal counseling that assists students with personal, family, or other social concerns, when that assistance is related to the student's education.
  7. Provides crisis intervention as needed either directly or in collaboration with District-based or community resources.
  8. Provides liaison with other District departments and programs.
  9. Develops and/or selects handouts, presentations and other informational materials to facilitate student success.
  10. Develops programs, services, and support related to curriculum, student success and retention.
  11. Provides instruction related to the faculty member's assignment. When serving in an instructional assignment, the faculty member must fulfill all instruction-related duties outlined in section 17.05 relevant to the assignment.
  12. Refers students to District and community resources, as appropriate.
  13. Collaborates with faculty regarding student issues related to student progress, retention, and success.
  14. Conducts outreach to students and community members to encourage utilization of services and programs. This outreach is intended to maximize the transition to college as well as access, persistence, retention, and success in achieving certificates, degrees, and transfer.
- B. Other Required Duties for Counseling Faculty:** Examples may include, but are not limited to, the following:
1. Maintains currency by attending regularly scheduled department meetings covering updates in order to provide competent counseling services to assure student success and retention. Adjunct faculty will maintain currency by reading counseling updates sent out on a regular basis.
  2. Prepares and presents workshops, presentations, and lectures as a part of the regular allied assignment, as scheduled by the department, or as a guest of another department.
  3. Participates in programs as requested by the department.
  4. Maintains records of student contact as required by the department.
  5. Advocates to create an educational environment as beneficial to the intellectual, emotional, and physical development of students as possible.

## **17.08 DISABILITY RESOURCES FACULTY**

- A. Student Contact-Related Duties for Disability Resources Faculty:** Examples may include, but are not limited to, the following:
1. Confers individually with and counsels students to determine the limitations of their verified disabilities and the resulting educational impacts.
  2. Reviews medical and educational records for students with disabilities to determine academic accommodations to be authorized.
  3. Authorizes academic accommodations for students with a verified disability for each course in which s/he is enrolled, and produces authorization letters for instructors.
  4. Develops annual individual Student Education Contract with students as required by Title 5.

- 17.08.A.5.** Counsels students in matters related to academic, vocational, personal, and disability management needs.
6. Instructs students in the procedures for use of specific academic accommodations such as note-takers, test-taking facilitation, assistive technology, sign-language interpreters, and in-class mobility assistants.
  7. Advises students in assessing, planning, and implementing immediate and long-range academic goals in relation to the limitations of their disabilities.
  8. Advises students in assessing career-related aptitudes, skills, and interests with respect to the functional limitations of their disabilities.
  9. Provides student assessment to determine eligibility for services under the California Community Colleges Chancellor's Office Learning Disabilities Eligibility Model.
  10. Develops behavior-intervention plans or access plans for students as needed.
  11. Provides crisis intervention, either directly or through cooperative arrangements with other resources on campus or in the community.
  12. Provides liaison with, and disability awareness training to, other District programs.
  13. Develops programs, services, and support related to curriculum, student success, and retention of students with disabilities.
  14. Provides instruction related to the Disability Resources Department faculty member's assignment. When providing instruction, the faculty member must perform all relevant duties of section 17.05 of this article.
  15. Refers students to campus and community resources, as appropriate.
  16. Collaborates with District faculty members on matters related to the student's disability, including accommodations, communication, and behaviors.
  17. Conducts outreach to students and community members with disabilities that encourages utilization of services and programs. This outreach is intended to facilitate the transition to the District and maximize student success through improved access, persistence, and retention, which allows for achievement of basic skills, job skills, certificates, degrees, and transfer.
  18. Solicits and evaluates student feedback to ensure student access, persistence, retention, and success in achieving basic skills, job skills, certificates, degrees, and transfer in relation to the limitations of his/her disability.
- B. Other Required Duties for Disability Resources Faculty:** Examples may include, but are not limited to, the following:
1. Maintains currency by attending department meetings. Adjunct faculty will maintain currency by reading department meeting minutes, which will be sent out electronically.
  2. Prepares and presents lectures and trainings as a part of the regular allied assignment, as scheduled by the department, or as a guest of another department.
  3. Participates in programs as requested by the department.
  4. Coordinates specific programs within the Disability Resources Department such as Deaf/Hard of Hearing Services or Petaluma Campus Disability Resources Services.
  5. Coordinates specific projects within the Disability Resources Department such as High School Transition Club and Scholarship Awards.
  6. Assists in maintaining student disability data as required by the Chancellor's Office per Title 5.

- 17.08.B** 7. Maintains records of student contact as required by the department.
8. Participates in the college governance process and advocates for an environment as beneficial as possible to the intellectual, emotional, and physical development of students with disabilities.

**17.09 LIBRARY & INFORMATION RESOURCES FACULTY**

**A. Student Contact-Related Duties for Library & Information Resources**

**Faculty:** A librarian engages in a core set of activities. In addition, there are specific types of library services that require specialized skills. Examples may include, but are not limited to, the following:

1. Maintains currency in an environment driven by rapidly changing information technologies and research tools that are critical for librarians.
2. Provides instruction through a variety of modalities including face-to-face, reference desk, digitally through online reference service orientations, research appointments, workshops and/or Library and Information Resources (LIR) courses. When teaching classes, librarians must perform all relevant duties of section 17.05 of this article.
3. Prepares and arranges student contact activities including consultation with instructional faculty, development of workshops and course-integrated instruction sessions, updating of subject and vocational discipline knowledge, creation of instructional materials and guides, and targeted collection development. Student-contact preparation requires a librarian to maintain familiarity with District coursework and instructional materials in a wide range of disciplines, to collaborate with instructional faculty, and to work in new subject areas on an ongoing basis.
4. Identifies, selects, and de-selects resources in a wide array of formats that contribute to the development of the libraries' collections. Materials are mapped to the District's curriculum and mission. A librarian selects resources for various subject areas and the responsibility for subject areas rotates among librarians. This activity requires regular ongoing review of professional literature and web resources, as well as regular consultation with instructional faculty.
5. Participates in community public relations activities such as cultural events, tours, development and implementation of displays, announcements regarding library services and resources, etc.
6. Directs the day-to-day work of classified staff and student employees, including consultation and meetings to plan the work of employees, providing detailed input for personnel evaluations, and preparing data required for Personnel Action Forms (PAFs). A librarian directs the day-to-day work of classified staff members in Circulation, Reserves, and the Periodicals Service Desk, as assigned by the supervising administrator.
7. Facilitates institutional support for each District site including initiating service requests, monitoring budgets, requesting updates to Information Technology hardware and software, and initiating PAFs.

**B. Other Required Duties for Library & Information Resources Faculty:**

In addition to student contact-related duties, each librarian also fulfills services in one (1) of the following categories and performs in-depth functions that are related to one (1) of these specific positions as assigned by the supervising administrator. Examples may include, but are not limited to, the following:

- 17.09.B.1.** Instructional Services Librarian: Provides up to 15 hours per week of student contact through reference service, research appointments, and/or Library and Information Literacy credit courses, and offers course-integrated instruction sessions and workshops.
2. Technical Services Librarian: Assumes responsibility for maintenance and quality control in the library online catalog, serves as liaison with the library system vendor, directs the work of Technical Services support staff, manages archives, administers the library materials budgets, and directs the work of classified staff in Cataloging, Acquisitions, Periodicals, and Interlibrary Loan.
  3. Systems Librarian: Assumes responsibility for activities related to the function and maintenance of the library's Integrated Library System (ILS); serves as ILS vendor liaison; maintains currency on ILS functionality, implements custom changes, and provides training in ILS modules to staff at all sites; provides system administration, backup, and maintenance, and administers software upgrades and installations; generates reports and provides statistics.
  4. Electronic Services Librarian: Provides leadership in the integration of electronic resources including the library's Web presence and implements and troubleshoots electronic resources.

#### **17.10 WORK EXPERIENCE FACULTY**

- A. **Student Contact-Related Duties for Work Experience Faculty:** Examples may include, but are not limited to, the following:
1. Facilitates application of the department's 21st century Work Experience and Internship curriculum to student work sites.
  2. Refines, affirms, and evaluates work-based student learning objectives in consultation with employers.
  3. Prepares, arranges, and conducts timely student work site visits with assigned students and employers.
  4. Facilitates dialogue between students and employers to reinforce and evaluate work-based learning.
  5. Links classroom learning to student work sites in the community by offering structured experiences that enable students to earn academic credit.
  6. Confers individually with and advises students in matters related to their academic, career, and personal needs.
  7. Develops and presents orientations, handbooks, seminars, and other instructional materials to facilitate student, employer, and faculty success.
  8. Confers with students on individual job skills assessment and career opportunities relevant to the workplace.
  9. Develops and offers instructional programs that advise students of current and future employment trends.
  10. Identifies and promotes to students the job skills necessary to succeed with local, regional, state, national, and global employers.
  11. Updates information related to seminars, websites, and online activities as course curriculum and Title 5 regulations change.
  12. Meets with students at established times and by appointment.
  13. Provides liaison and outreach with other departments, employers, and community resources to establish relationships and promote student success.
  14. Ensures student work-site safety and legitimacy within the reasonable expertise of instructors and/or coordinators per Title 5.
  15. Refers students to District and community resources, as appropriate.

- 17.10.A.** 16. Maintains currency with regional and state codes of regulations that directly affect all Work Experience courses and updates District curriculum to reflect those changes.
17. Solicits and evaluates student feedback to ensure student access, persistence, retention, and success in achieving certificates, degrees, and transfer, as well as the development of job skills assessment and career opportunities in a changing workplace.
18. Analyzes student feedback data and implements course improvements through faculty consensus.
19. Maintains and submits records of student contact as required by the department, District guidelines, and Title 5 regulations.
20. Develops and disseminates marketing materials to expand student and employer awareness and credibility for Work Experience courses and services.
- B. **Other Required Duties for Work Experience Faculty:** No other required duties are required beyond those identified in section 17.04.

### **17.11 SPECIAL ASSIGNMENTS**

- A. The District has the right to create Special Assignments for faculty members to perform duties other than student contact within their departments or elsewhere in the District.
- B. The District retains the right of assignment for Special Assignments for faculty members except for those which explicitly require an election.
- C. Special Assignments will be made only with the consent of the faculty member being assigned.
- D. All Special Assignments will be available to contract and adjunct faculty, except when prohibited by the contract or by AFA or Academic Senate bylaws. Special Assignments performed by adjunct faculty will be considered professional ancillary activities per Ed Code Section 87482.5(c)(1) and will not count against the 67 percent limit on load.
- E. Special Assignments are not tied to any individual faculty position and, with the exception of AFA and Senate Officers, are contingent upon funding.
- F. When a Special Assignment becomes vacant, the job duties, selection process, and compensation structure may be renegotiated between AFA and the District at the request of either party.
- G. **Types of Special Assignments:**
1. **Ongoing District Special Assignments.** For Special Assignments that are available to qualified faculty members District-wide, a faculty member will be selected according to a negotiated selection process and approved by the District (see Appendix 6, Section 17.11.F.1).
  2. **Ongoing Departmental Special Assignments.** For Special Assignments that are housed within a department and are available only to members of that department, a faculty member will be selected according to a negotiated selection process, recommended by the Department Chair and approved by the District (see Appendix 6, Section 17.11.F.2).
  3. **AFA and Senate Assignments.** Compensated representatives of AFA and officers of the Academic Senate are elected according to the bylaws of each organization. The job duties of each position are determined within each organization, and funds are specifically allocated to each organization to compensate the faculty members elected into these positions.

**17.11.G. 4. Limited-duration Grant-funded Special Assignments and Special Projects:**

- a. The District will notify AFA and consult with the Academic Senate prior to applying for a grant that includes Special Assignments for faculty or when the District intends to use existing grants or categorical funding to compensate faculty for special projects such as curriculum development, program improvement, or professional development activities.
- b. AFA will consult with the Academic Senate on matters within Senate purview prior to negotiating the terms and conditions of a limited-duration grant-funded Special Assignment or project.
- c. If the District is awarded a grant that allows for selection of a faculty member to perform a special assignment, the District and AFA will confer on the job duties, compensation, and selection process prior to any solicitation of interest in the position. The job duties, compensation, and selection process will be made available to all faculty members who are interested in the assignment.
- d. The District will provide AFA with a description of any special project as described in (a.) above, and will negotiate with AFA over the compensation structure and selection process for participation in the project.
  - i. Prior to any solicitation of applications for participation in the project, the project description, compensation structure, and selection process for the project will be specified on a form and posted on the AFA website.
  - ii. The compensation structure for participation in special projects will be based on the number of hours worked (either compensation at the base hourly rate or reassigned time), and not in the form of a stipend.
  - iii. The District will provide the criteria that will be used to select participants in a grant-funded special project to the applicants in advance of the application due date.

**5. Short-term Hourly Assignments for Work Beyond Contract Responsibilities**

- a. Adjunct professional ancillary activities: Adjunct faculty will be compensated at the base hourly rate for performing approved duties assigned by the District beyond their student contact responsibilities (Ed Code Section 87482.5(b) and (c)). Examples include required trainings, curriculum development, participation in shared governance, and SLO assessments. To be eligible for such compensation, the additional tasks and hours must be approved in advance by the supervising administrator in consultation with the department chair and the faculty member will be compensated at the base hourly rate. Duties assigned by the District for work outside of the department will be approved by the VPAA. A Personnel Action Form and time sheet are required.
- b. Contract faculty additional duties: Contract faculty members will be compensated for performing approved duties assigned by the District that exceed the faculty member's contractual responsibilities, either in scope or in allotted time (see Art. 17 and 32). To be eligible for such compensation, the additional tasks and hours must be approved in advance by the supervising administrator in consultation with the faculty member's department chair, and the faculty member will be compensated at the base hourly rate. Duties assigned by the District for work outside of the department will be approved by the VPAA. If the additional tasks and hours are not approved, the faculty member may decline to perform the tasks without prejudice. A Personnel Action Form and time sheet are required.

- 17.11.** H. Negotiations Process for Special Assignments in Appendix 6, Sections 17.11.F.1 and 17.11.F.2
1. The District will notify AFA when the District wishes to create a new special assignment or when an ongoing Special Assignment becomes vacant.
  2. The District and AFA will negotiate job duties, selection process, and compensation for each new or vacant Special Assignment, and update the relevant Appendix accordingly.

# Article 18: Leaves

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## 18.01 LEAVE PROVISIONS

- A. **Leave Request Deadline:** Excepting Sick Leave (18.02.A), sudden illness, injury, parental/guardianship responsibilities, bereavement, jury duty, military, or personal necessity, a faculty member will make a written request for a leave at least ninety (90) days prior to the commencement of the leave or directly after the leave's need becomes evident. The District will respond to the faculty member's leave request in writing prior to the leave's commencement but no later than thirty (30) days after the request.
- B. **Leave Notice**
  - 1. Except in cases of leaves that are not amenable to ninety-day planning per 18.01.A, all faculty members will give notice in writing of their impending absence to their [department chair/supervising administrator](#) at least ninety (90) calendar days in advance. Notice for leaves that are not amenable to such planning will be given as soon as possible.
  - 2. For all leaves, whether paid or unpaid, faculty members are required to submit a completed Notice of Absence Form to their department chair or supervising administrator within seven (7) calendar days of their return from leave.
- C. **Step Advancement and Retirement:** All paid leaves granted pursuant to this Article's provisions will be credited as service for step advancement on salary schedules, and to the extent permitted by law, will be credited toward retirement.
- D. **Paid Leave Benefits:** The District will provide the same health benefits for a paid leave as it does for an equivalently loaded faculty assignment.
- E. **Tenure:** Pursuant to Ed Code [87776](#) and [87606\(b\)](#) leave provisions that could affect completion of the tenure process are the provenance of [Article 30](#): Tenure Review.

## 18.02 HEALTH-RELATED LEAVES

- A. **Sick Leave:** Pursuant to Ed Code [87781-82](#), the District will provide Sick Leave for faculty members subject to 18.02.A.1-10.
  - 1. A faculty member may expend Sick Leave for missing scheduled assigned duties due to personal illness or injury, or due to personal health-related appointments for themselves or a family member; or if they are a victim of domestic violence, sexual assault, or stalking (Labor Code [Section 230](#) and Labor Code [Section 230.1](#)). Sick Leave may also be expended with respect to other leaves as specified in this Article.
  - 2. The District may require a faculty member to provide verification by a physician if s/he expends Sick Leave per 18.02.A.1 for ten (10) consecutive days or more of scheduled assigned duties.
  - 3. Pursuant to Ed Code [87781](#), Sick Leave may be expended in advance of its accrual in the current [academic year](#). If a faculty member leaves District employment prior to the end of the academic year and the Sick Leave expended for that year is greater than the amount accrued by the faculty member, the District may apply a corresponding reduction in pay for that faculty member in that year.
  - 4. Faculty members will expend accrued Sick Leave as follows:
    - a. A contract faculty member working a 100 percent contract who is absent for all assigned contract duties for one (1) day will expend eight (8) hours of accrued Sick Leave; absence from a portion of assigned contract duties will expend a prorated number of hours of accrued Sick Leave based on that portion of eight (8) hours.



- 18.02.A.4.** b. A contract faculty member on reduced load who is absent for all assigned contract duties for one (1) day will expend a prorated amount of eight (8) hours of Sick Leave; absence from a portion of assigned contract duties will expend a prorated number of hours of accrued Sick Leave based on that portion of the prorated reduced load.
- c. A faculty member who is absent from an hourly assignment will expend one (1) hour of Sick Leave for each hour of absence from assigned hourly duties.
5. Pursuant to Ed Code [87782](#), a faculty member will be credited with Sick Leave previously accrued through employment in a California school district if the faculty member presents the District with proof of such accrual within three (3) calendar years of District date-of-hire.
6. For contract assignments, a faculty member will accrue Sick Leave at the rate of eighty (80) hours per 100 percent assignment per academic year, accrued at a uniform rate per payroll period. A contract faculty member with less than 100 percent contract load will accrue a prorated portion.
7. For [hourly assignments](#), faculty members will accrue one (1) hour of Sick Leave for every 17.5 contact hours (0.35 hours per 1.000% load) accrued at a uniform rate per payroll period.
8. A faculty member's unexpended Sick Leave will roll from the previous academic year to the current academic year.
9. All Sick Leave earned or accumulated under this Article may be used only during a period of time when a faculty member is in paid status by the District.
10. The granting of Sick Leave or accumulation of Sick Leave under this Article will not be construed as conferring any right to continual employment or in limitation of the District's right to terminate employment as authorized by law.
- B. Catastrophic Leave:** Pursuant to Ed Code [87045](#), a faculty member may qualify for a fully paid leave with full [benefits](#) if s/he or a member of his/her [immediate family](#) is disabled by a life-threatening long-term illness or injury. Such paid leave is also subject to the provisions of 18.02.B.1-8.
1. A faculty member may qualify for a period of up to twenty-three (23) days of the [contract year](#) of Catastrophic Leave. At the end of this initial period, the faculty member may qualify for one (1) additional period of up to twenty-three (23) days of the contract year of Catastrophic Leave.
2. The District will require a faculty member to provide verification by a physician in order to qualify for Catastrophic Leave.
3. While a faculty member is on Catastrophic Leave using donated hours, no Sick Leave will accrue.
4. Faculty members may contribute hours from their accrued Sick Leaves for the purpose of providing hours to a faculty member who has been granted Catastrophic Leave. Those contributed hours unused by the end of the Catastrophic Leave will accrue in a District Catastrophic Leave bank for subsequent use by other faculty members granted Catastrophic Leave. A contract or [adjunct faculty member](#) may not make such a contribution that reduces his/her accrued Sick Leave to less than eighty (80) or thirty (30) hours, respectively.
5. The District will determine procedures for the solicitation of donations and the maintenance of records for accrued Sick Leave transfers from faculty for the purpose of providing Catastrophic Leave to a faculty member.
6. A faculty member who has completed the equivalent of one (1) full year (100 percent load for one (1) year) of paid service to the District will be eligible for a Catastrophic Leave. An adjunct faculty member may utilize Catastrophic Leave only during a period of time when the faculty member is in paid status by the District.

- 18.02.B.** 7. A faculty member requesting a Catastrophic Leave will receive the recommendation of the department chair and supervising administrator, and will notify the Human Resources Department.
8. A maximum of two (2) requests may be granted for each life-threatening, long-term illness or injury event, as verified by a physician.

- C. Supplemental Sick Leave:** Pursuant to Ed Code [87780](#), the District will provide an eligible faculty member with Supplemental Sick Leave. The provisions of Ed Code 87780 and 18.02.C.1-8 will comprise the District's Supplemental Sick Leave program.
1. A faculty member is eligible for Supplemental Sick Leave only if s/he has exhausted all accrued Sick Leave and Catastrophic Leave options, if applicable, and is still unable to perform his/her assigned duties due to an illness or injury.
  2. A faculty member's period of eligibility for Supplemental Sick Leave is 100 contract days commencing with the eleventh (11<sup>th</sup>) day of absence due to an illness or injury.
  3. Supplemental Sick Leave will run concurrently with any accumulated regular Sick Leave and Catastrophic Leave, if applicable, commencing with the eleventh (11<sup>th</sup>) day of absence.
  4. When a contract faculty member has used all accumulated Sick Leave and Catastrophic Leave, if applicable, and is still absent from duty on account of illness or accident, then the provisions for Supplemental Sick Leave pay are implemented for the remainder of the 100-day Supplemental Sick Leave eligibility period.
  5. Under Supplemental Sick Leave, the District will reduce a faculty member's pay by the salary paid to substitutes employed for his/her scheduled assigned duties during the absence. If no substitute is paid for a particular assigned duty, a faculty member's pay will be reduced by the hourly compensation for that duty based on Step 1 in the faculty member's salary class on that duty's appropriate salary schedule.
  6. A faculty member may expend Supplemental Sick Leave for absence due to continuing illness or injury during the period of eligibility only after all accrued Sick Leave and Catastrophic Leave options have been exhausted.
  7. The District may require a faculty member to provide verification by a physician in order to qualify for Supplemental Sick Leave.
  8. During the period for which an eligible faculty member expends Supplemental Sick Leave, the District will provide benefits to the faculty member in the same manner as before the absence.

**D. Long-term Disability Leave:** See [Article 10: Benefits](#), section 10.03.E.

- E. Industrial Accident or Illness Leave:** Pursuant to Ed Code [87787](#), the District will provide Industrial Accident or Illness leave to a qualified faculty member. The provisions of Ed Code 87787 will comprise the District's Industrial Accident or Illness Leave program.
1. Periods of leave of absence under this provision will not be considered to be a break in service of the faculty member.
  2. Any faculty member receiving Workers' Compensation benefits will remain within the State of California during periods of illness or injury unless otherwise authorized by the Board.

### **18.03 FAMILY/PERSONAL LEAVES**

- A. Parental Leave** (Pursuant to Ed Code [87784.5](#))

**18.03.A.1.** A faculty member may expend Sick Leave as needed for personal pregnancy and personal pregnancy-related matters under the Family Medical Leave Act (FMLA). Pregnancy Disability Leave may also apply, and runs concurrently with FMLA.

2. A faculty member may expend up to thirty (30) days of Sick Leave, less any Personal Necessity days expended, when assuming parental or guardianship responsibility for a child. This leave may run concurrently with leaves under California Family Rights Act (CFRA) and/or FMLA (18.03.B).

3. A faculty member may expend up to twelve (12) weeks of leave in a twelve (12) month period for the birth of a child; baby bonding; adoption of a child; or placement of a foster child. This parental leave runs concurrently with CFRA, and is a fully paid leave using accrued sick leave. If sick leave is not available, Supplemental Sick Leave is applied for the hours not covered by accrued sick leave for members with at least twelve (12) months of service. An employee utilizing Supplemental Sick Leave for the purpose of Parental Leave will not be paid at a rate less than 50 percent of their regular salary.

4. The District will provide leave for parental concerns as advised by a physician, up to and including Unpaid Leave (18.06).

**B. Family Medical Leave:** Pursuant to federal law ([Family Medical Leave Act](#) (FMLA)) and State law ([California Family Rights Act](#) (CFRA)), eligible faculty members will be entitled to Family Medical Leaves.

1. Twelve (12) workweeks of leave in a twelve-month period for the following purposes:

a. The birth of a child and to care for the newborn child within one (1) year of birth;

b. The placement with the employee of a child for adoption or foster care and to care for the newly placed child within one (1) year of placement;

c. Care for the employee's spouse, child, or parent who has a serious health condition;

d. A serious health condition that makes the employee unable to perform the essential functions of his/her job; or

e. Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" and

2. Twenty-six (26) workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (Military Caregiver Leave).

3. Eligibility: A faculty member with one (1) year of service and 1,250 hours of paid service in the last twelve (12) months is eligible for the leaves described above.

4. Duration of Leave

a. Leave is pro-rated for regular pro-rata faculty members.

b. The faculty member may request intermittent leave in the form of reduced workdays or workweeks. The decision to grant and/or deny such request will be made at the sole discretion of the District. An intermittent leave will be judged on the special circumstances presented by the faculty member. When agreed to by the faculty member and the District, intermittent leave will be scheduled, to the extent possible, to minimize disruption of instruction and any extra cost to the District.

5. The faculty member will be required to use accrued Sick Leave concurrently with FMLA leave.

**18.03.B. 6. Continuation of Health and Welfare Benefits**

- a. If the faculty member does not return at the end of the leave, the District may collect the amount expended for benefits unless the failure to return is because of disability or other reasons beyond the control of the unit member.
- b. Faculty members, at their sole election, while on an unpaid Family Leave, will be entitled to retain life insurance at their sole expense, pursuant to terms and conditions of [Article 10: Benefits](#), and with the approval of the insurance carrier(s).

**7. Verification**

- a. The faculty member will provide acceptable written verification to the District's Human Resources Department of the need for leave to care for a spouse, parent, or child or for the faculty member's own serious health condition.
  - b. Verification may be provided by a physician, osteopath, or other health care provider designated by the U.S. Secretary of Labor.
  - c. The District may, at its sole discretion and expense, require additional medical evaluation of the faculty member's own health condition, but not of the unit member's spouse, parent, or child.
8. To the extent allowable under the federal and state regulations implementing FMLA and CFRA, faculty members are required to take concurrently any other paid leaves available to them for such purposes covered under this section.

**C. Bereavement Leave:** An eligible faculty member will be entitled to five (5) consecutive contract days of fully paid Bereavement Leave upon an immediate family member's death.

1. Contract faculty members will be eligible for Bereavement Leave. Adjunct faculty members who have completed two (2) employment terms of paid service in the District will be eligible for Bereavement Leave.
2. Bereavement Leave will not be deducted from the faculty member's accrued Sick Leave.
3. A faculty member may supplement a Bereavement Leave up to six (6) days by expending accrued Sick Leave.
4. The Board may grant additional days of Bereavement Leave with full compensation.

**D. Personal Necessity Leave:** Pursuant to Ed Code [87784](#), an eligible faculty member will be entitled to up to six (6) days of fully paid Personal Necessity Leave per academic year, with an additional five (5) days of Supplemental Personal Necessity Leave up to the extent of available Sick Leave.

1. Faculty members who have been employed by the District for at least six (6) months will be eligible for Personal Necessity Leave.
2. Unless otherwise specified by Ed Code [87784](#), Personal Necessity Leave will require approval by the District.
3. A faculty member on Personal Necessity Leave will be fully paid by expending accrued Sick Leave.
4. For the purposes of this section, "personal necessity" means obligations or unavoidable duties of an employee that must be performed during scheduled working hours involving:
  - a. Emergencies related to the faculty member's home or to his/her immediate family members;
  - b. Appointments for the purpose of conducting personal legal affairs or financial transactions that cannot be conducted outside of working hours;

- 18.03.D.4.** c. Receipt of a summons, subpoena, or other judicial order requiring absence from work;
- d. Observance of a major religious holiday of the employee's faith;
- e. Attendance at professional conferences related to the teaching profession and/or one's area of assignment;
- f. Attendance at a funeral service;
- g. Natural disasters that prevent a faculty member from meeting all or part of his/her assigned duties;
- h. Attendance at activities related to a federal holiday (such as Veterans Day); and
- i. Attendance at significant family events.

#### **18.04 EDUCATIONAL/PROFESSIONAL LEAVES**

- A. **Special Educational Leave:** See [Article 28: Special Educational Leave](#).
- B. **Unpaid Educational Leave:** Pursuant to Ed Code [87767-69](#), the District may grant an Unpaid Educational Leave to a contract or adjunct faculty member for the purpose of study, travel, or work experience that will benefit the District or its students. The provisions of Ed Code 87767-69 and 18.04.B.1-4 will comprise the District's Unpaid Educational Leave program.
1. Time spent on approved Unpaid Educational Leave will not be used to calculate a break in service, per [Article 16: Hourly Assignments](#), section 16.02.B.5.e).
  2. A faculty member who is granted an Unpaid Educational Leave will maintain benefits specified in [Article 10: Benefits](#), section 10.03-04, provided s/he makes contributions to the District for the full premium costs of these benefits. The time spent on an Unpaid Educational Leave will be regarded as employment with the District with regard to credit for salary placement and seniority ranking.
  3. For purposes of this Article, the acceptance and implementation of a major award or grant that involves travel and scholarship, such as the Fulbright Scholarship, will be considered as an Unpaid Educational Leave when approved by the District.
  4. Requests for an Educational Leave must be submitted in writing to the Vice President of Academic Affairs and other appropriate vice president for recommendation to the Board of Trustees at least three (3) months prior to the beginning of the leave period. For any unpaid leave the provisions of section 18.06 apply.
- C. **Exchange Leave:** Pursuant to Ed Code [87422](#), the District may grant an Exchange Leave to a contract faculty member.
1. All exchanges will be on a one-for-one basis, and the visiting faculty member will meet all State and District qualifications for performing his/her designated assignment.
  2. The District faculty member will receive salary and other benefits from the District during the Exchange Leave.
  3. The time spent on an Exchange Leave will count for service credit to the District.
  4. The District will not be held responsible for salary, benefits, and other expenses of the visiting faculty member.
- D. **Sabbatical Leave:** See [Article 25: Sabbatical Leave](#).

#### **18.05 OTHER LEAVES**

**18.05.A. Military Leave:** A faculty member who receives orders for active military duty during the academic year will be granted a Military Leave, for a period not to exceed one hundred eighty (180) calendar days. A faculty member who has been employed continuously by the District for not less than one (1) year will be fully paid for the initial thirty (30) days of a military leave. A copy of the official orders will be submitted to the Human Resources Department at the time of such request.

B. **Jury Duty Leave:** Pursuant to Ed Code [87035](#), any faculty member called for jury duty will be entitled to fully paid Jury Duty Leave. Jury duty will not require the expenditure of accrued Sick Leave. The faculty member will submit compensation received as a juror (except mileage reimbursement) to the District.

**18.06 UNPAID LEAVES:** The District may grant a faculty member an Unpaid Leave for the following reasons: 1) to supplement Parental Leave (18.03.A.4); 2) Educational Leave pursuant to Ed Code [87767-69 \(18.04.B\)](#); or 3) another reason at the District's discretion. For a [regular faculty member](#), such an Unpaid Leave will not constitute a break in continuity of service for seniority (or hourly assignment) purposes. The time spent on a District-granted Unpaid Leave will not be applied toward salary movement, early retirement, CalSTRS retirement credit, or years of service when considering eligibility for Sabbatical Leaves and when awarding Professional Growth Increments. There is an exception for time spent on Unpaid Educational Leave: such time will be applied toward salary movement, seniority ranking, and eligibility for [Sabbatical Leaves](#) (although the leave may affect a faculty member's position on the Sabbatical Leave Priority List ([Article 25: Sabbatical Leave](#), section 25.06.C.3)).

# Article 19: Parking

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## **19.01 FEES**

- A. **Regular, Probationary, and Temporary Faculty:** Parking fees for regular, probationary, and temporary faculty shall be at the same rate as the parking fees for students.
- B. **Adjunct Faculty:** Parking fees for adjunct faculty shall be at the rate of 50 percent of the regular faculty fee.
- C. **Permits:** Faculty members will be issued a parking permit, which will entitle individuals to parking as outlined in paragraphs 19.02 and 19.03.

**19.02 ENTITLEMENT TO PARKING:** In accordance with past practice, all faculty members will be assigned to a designated lot at the Santa Rosa campus and will park in that lot or student spaces until 3:00 p.m. All faculty members will be allowed to park in other available spaces in reserved lots or student spaces at all other College locations (e.g., Petaluma and Windsor). In addition, between 3:00 p.m. and 7:00 p.m. all faculty members with permits may park in B Lot or any available space.

**19.03 LOT ASSIGNMENT:** The District will make lot assignments based on the most recent date of hire. Faculty with a DMV Disabled Person Placard may park in any available space at any time.



# Article 20: Personnel Files

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"PERSONNEL FILES" consist of employment records (see Ed Code Section [87031](#)). For the purposes of this article, an "EMPLOYMENT RECORD" means any record that:

- A. Pertains directly to the employment relationship between the current unit member and the Board. All written material that may serve as the basis for an employee's suspension, dismissal, or reprimand shall be kept in the employee's personnel file.
- B. Is retained in the personnel files of the District and is identified by the employee's name or other means of individual identification such as a social security number.

## 20.01 GENERAL PROVISIONS

- A. **Basis of Dismissal, Suspension, or Reprimand:** The Board shall not dismiss, suspend, or reprimand an employee on the basis of written material not contained in the employee's personnel file.
- B. **Confidentiality:** The contents of all personnel files shall be kept in the strictest confidence. All applicable federal and California State laws governing the rights to privacy and confidentiality will be followed in maintaining the personnel files.
- C. **Log:** Each file shall contain a written log. The log shall record the following information about access to the file for other than ministerial purposes (except when prohibited by law; e.g., criminal grand jury subpoena): name and signature of person accessing that personnel file, date/s of the access, purpose of access, identification of any documents which were copied or removed from the file, purpose of making a copy or removing document, and the name and signature of the administrator who supervised the access. Note: Required written authorization shall be attached to the log. (See paragraphs 20.02.B and C, and 20.03.A.)
- D. **Location:** The District shall maintain the employee's personnel files at the Human Resources Department.
- E. **Release of Address and/or Phone Number:** It shall be the responsibility of each employee to file a written restriction of his/her address and/or phone number if it is not to be released or listed in the District directory or made available to the collective bargaining agent.

## 20.02 TENURE REVIEW, EVALUATION, AND GRIEVANCE MATERIALS

- A. **Tenure Review Portfolio:** Information pertaining to an ongoing tenure review process shall be kept in a separate file folder within the personnel file so it can be accessed for review by members of the tenure review team during the process without permitting access to the remaining contents of the personnel file. At the end of the process the contents shall be placed into the file. (See [Article 30: Tenure Review](#), and definition of access below.)
- B. **Current Evaluation Portfolio:** Information pertaining to the current three-year evaluation cycle shall be kept in a separate file folder within the personnel file so it can be accessed for review by members of the evaluation team in Year 3 of the process without permitting access to the remaining contents of the personnel file. At the end of the cycle the contents shall be placed into the file. (See [Article 14A: Regular Faculty Evaluations](#), and definition of access below.)



**20.02 C. Grievance Material:** Grievance materials shall be placed in a separate grievance file (see [Article 11: Conciliation/Grievance/Arbitration](#)).

### **20.03 ACCESS TO PERSONNEL FILE**

- A. **Access:** "Access" means permission to review a personnel file under supervision of the Human Resources Director or designee. In limited cases, outlined below, access may include permission to copy materials in the file.
- B. **Faculty Member Access**
1. Every unit member shall have the right, during reasonable business hours and without loss of pay, to inspect any employment record retained in the personnel files of the District that may serve as a basis for affecting the status of his/her employment.
  2. The faculty member may copy documents in his/her own personnel file.
- C. **Access by Persons other than the Faculty Member:** Access to personnel files and information from the employment records shall not be permitted without consent of the faculty member (unless the release is compelled by law or by a judicial order or lawfully issued subpoena and required written notification is given) with the following exceptions:
1. Any supervisor and/or manager who either directly supervises or is in the "chain of command" of a particular faculty member, such as the Vice President of Academic Affairs or Student Services as appropriate, copying may be permitted following the procedures outlined in section 20.04 below; or
  2. Those persons authorized in writing by the Director of Human Resources or Superintendent/President with a direct business relationship with the District and with a "need to know," such as attorneys engaged by the District, such written authorization shall be placed in the personnel file, copying may be permitted following the procedures outlined in section 20.04 below; or
  3. Any person presenting written authorization from the faculty member him/herself to review that same employee's own file, such written authorization shall be placed in the personnel file, copying may be permitted following the procedures outlined in section 20.04 below; or
  4. Upon written authorization by the employee, a representative of AFA shall be permitted to examine and/or obtain copies of materials in an employee's personnel file, such written authorization shall be placed in the personnel file; or
  5. Members of the Human Resources Department staff who are performing ministerial functions on behalf of the District, such as copying documents to send to insurance providers, filing documents, etc.; or
  6. Members of an evaluation team shall have access only to the current evaluation cycle portfolio contained in the personnel file, and may not copy material in it; or
  7. Members of a tenure review team shall have access only to the tenure review portfolio contained in the personnel file, and may not copy material in it.
  8. Note: Access by "Third Parties" not mentioned here shall require both the written authorization of the Human Resources Director and the written consent of the faculty member; such written authorization and written consent shall be placed in the personnel file.

#### **20.04 COPYING OR REMOVING DOCUMENTS FROM A PERSONNEL FILE**

- A. **Copying:** Copying means that information contained in a personnel file is removed temporarily, by the Human Resources Director or designee supervising the access to the personnel file, to be duplicated for purposes other than normal ministerial duties.
  - 1. It is the intention of the District that copying of information from a personnel file, except for ministerial purposes, is to be considered an extraordinary occurrence.
  - 2. A copy shall only be made after submitting a written request to and receiving written authorization from the Human Resources Director; such written request and written authorization shall be placed in the personnel file.
  - 3. The copy shall be stamped "confidential" and "not to be duplicated." The original shall be returned to the file.
  - 4. The log shall note a copy was made, by whom, and for what purpose.
  - 5. The faculty member shall be notified that a copy was made.
  - 6. Whenever possible the copy shall be returned and the copy shall be destroyed by the Human Resources Department.
  - 7. Duplication in the course of performing official ministerial duties is permitted.
- B. **Removal:** Removal means that information contained in a personnel file is removed permanently and either given to the faculty member or destroyed.
  - 1. If a document is permanently removed from the file, it shall be done with the knowledge and written consent of the faculty member or pursuant to a lawfully issued subpoena or court order.
  - 2. The written consent of the faculty member shall be placed in the personnel file.

#### **20.05 NEW MATERIALS AND RELEVANCY**

- A. **New Material:** New material is information added to an employee's personnel file.
- B. **Relevancy:** For the purposes of this section, relevancy means that the document refers to the employee's assigned duties or professional duties.
- C. **Placing Material in the Personnel File**
  - 1. Any material (other than evaluation and tenure review material) to be considered for placement in an employee's personnel file shall be reviewed by the appropriate dean to determine relevancy.
  - 2. The administrator approving relevancy shall sign the document signifying the appropriateness of placing the document in the personnel file.
  - 3. The faculty member shall be informed of the proposed new material addition (other than required evaluation and tenure review materials) and shall have the option of consulting with an AFA Conciliation Officer.
  - 4. Information and statements not related to an employee's assigned duties or professional responsibilities shall not be placed in the employee's personnel file.

#### **20.06 DEROGATORY DOCUMENTATION**

- A. **Derogatory Material:** The only derogatory documentation that may be contained in the personnel file and which may be used by the District to affect the status of the employee's employment with the District in "for cause proceedings" must be "properly placed."

**20.06 B. Properly Placed:** "Properly placed" means in compliance with the provisions of the Education Code.

**C. Faculty Member Response**

1. In the event that any derogatory written material shall be placed in a faculty member's personnel file, the faculty member first shall be provided with copies of the materials and given ten (10) days' notice to respond in writing before the material is placed in his/her file.
2. Any written response shall be attached to the material and shall also be placed in the personnel file.

**20.07 ANONYMOUS MATERIAL:** Material is anonymous if the name of the source of the material and date it was submitted is not stated on the document. No anonymous material shall become part of an employee's employment records.

**20.08 CORRECTIONS TO EMPLOYMENT RECORDS**

- A. Faculty Member's Request for Correction:** If an employee believes that any employment record or any portion thereof is not accurate, relevant, timely, or complete, the employee may request correction of the record, deletion of the offending portion, or both.
1. Such a request shall be in writing and shall include a statement of the corrections and/or deletions that the employee believes are necessary and the reasons therefore.
  2. The request shall be addressed to the Superintendent/President and shall become part of the employee's employment record unless the request is granted and the changes are made.
- B. District Response:** Within ten (10) working days of the receipt of a faculty member's request for correction, unless mutually agreed otherwise, the Superintendent/President shall either accede to or deny the faculty member's request.
1. If changes are made, the request letter shall be returned to the employee with notification of the changes made to the file.
  2. If the request is denied, the Superintendent/President shall state the reasons for the denial in a letter that shall become part of the employee's personnel file.

**20.09 SEALING PERSONNEL FILE MATERIALS:** Materials contained in a personnel file may be sealed by mutual agreement of the District and the faculty member. Terms of access shall be determined by mutual agreement between the District and the faculty member and/or AFA.

**20.10 PREEMPLOYMENT MATERIAL:** For the purposes of this article, pre-employment material means all material obtained or prepared before the employment of the person involved. Such material includes, but is not limited to, confidential letters of recommendation, notes of pre-employment interviews, and the like. Notwithstanding anything in this article to the contrary, the Board may retain as confidential all pre-employment material. This material is kept separate from the personnel file and may be accessed only by the Human Resources Director or designee.

# Article 21:

## Professional Growth Increments (PGI)

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- 21.01 GENERAL PROVISIONS:** It is the policy of the Sonoma County Junior College District to provide incentives to faculty for continued professional growth through the Professional Growth Increment (PGI). The PGI shall be in the form of a regular salary enhancement for those faculty members who demonstrate continuous professional development in or closely related to their discipline or FSA's, or related to their responsibilities for shared governance. Activities completed as part of regular faculty job duties or compensated by the District monetarily, such as reassigned time, release time, and categorical funding, will not be considered for PGI credit. PGI activities are above and beyond contract responsibilities for College service and professional service and development. A Professional Growth Increment (PGI) Committee shall oversee the implementation of this policy and recommend to AFA and the District alterations in the following provisions as found necessary.
- 21.02 THE INCREMENT:** The PGI provides a means of determining step movement on the Annual Contract salary schedule for regular faculty who have reached one of the following: Step-16, Class A, B, C, or D; Step PG-20, Class B, C, or D; or Step PG-24, Class C or D. This acknowledgment of professional growth is measured in growth units. Each increment represents the completion of fifteen (15) professional growth units.
- 21.03 THE DOLLAR AMOUNT OF EACH INCREMENT:** PGI is established through the collective bargaining process.
- 21.04 ELIGIBILITY**
- A. **Step PG-20, Class A, B, C and D:** Four (4) years of regular full-time contract service with placement at Step 16, Class A, B, C or D. Regular contract service of less than 100 percent will accrue on a pro-rata basis.
  - B. **Step PG-24, Class B, C and D:** Four (4) years of regular full-time contract service with placement at Step 20, Class B, C or D. Regular contract service of less than 100 percent will accrue on a pro-rata basis.
  - C. **Step PG-28, Class C and D:** Four (4) years of regular full-time contract service with placement at Step 24, Class C or D. Regular contract service of less than than 100 percent will accrue on a pro-rata basis.
  - D. **PGI Credit for Administrators Who Retreat to Faculty Positions:** PGI credit for administrators who retreat to faculty positions may begin to accrue from the time placement is achieved at Step 16 of the Annual Contract Schedule. Credit for PGI activities must be gained while a faculty member.
- 21.05 CRITERIA FOR APPLICATION OF PGI**
- A. **Qualifications:** To qualify for a PGI, a faculty member must complete a total of fifteen (15) growth units commencing at the beginning of the fall semester of step eligibility. Work completed prior to the eligibility period will not be considered.

**21.05.B. PGI Applications:** Evidence or documentation of completion of the required units is submitted to the PGI Committee for evaluation on the PGI summary report. The PGI Committee will review applications according to the specified equivalencies. (See section 21.07.) Activities for which the faculty applicant was paid as part of his/her regular workload, including Professional Development Activity attendance, Flex obligation, reassigned time to work on a project, VTEA-funded grant or regular College service will not be counted.

C. **PGI Committee Review:** The PGI Committee will review and take action only on those applications that contain appropriate documentation to support their request. The same work will not be considered for more than one (1) category. Examples of documentation include transcripts, published materials, manuals and books, conference programs and receipts, approved travel requests, etc. Faculty applying for PGI credit must adhere to the PGI timelines.

**21.06 PGI COMMITTEE:** To evaluate eligibility for the PGI, a committee consisting of three (3) faculty members appointed by the Academic Senate, one (1) faculty member appointed by AFA, and the Vice President of Academic Affairs will review the applications during the fall of each academic year. PGI Committee recommendations will be forwarded to the Superintendent/President for review and recommendation to the Board. Upon Board approval, a retroactive pay increase will be made from the beginning of that fall semester.

**21.07 EQUIVALENCIES FOR PGI:** This section is a comprehensive list of the possible equivalences for PGI; however, a faculty member may propose alternative projects or additional units for preapproval by the committee and final approval of the Vice President of Academic Affairs. The maximum number of units allowable in any area is twelve (12) growth units.

A. **Academic Units:** The same academic units may not be used for both a PGI step and a salary class advancement. The PGI Committee shall notify the Human Resources Department as to which academic units have been applied toward a PGI step. The Human Resources Department, in turn, shall inform the PGI Committee as to which academic units have been applied toward a salary class advancement.

1. One (1) semester unit of credit (upper division or graduate) from an accredited college or university equals one (1) growth unit.
2. Lower-division course work, taken at SRJC or other recognized accredited community colleges or four-year educational institutions, which has a direct and demonstrable relationship to the faculty member's assignment may count as professional growth units. One (1) semester unit of credit equals one (1) growth unit. Lower division course work is limited to a maximum of five (5) growth units with the exception of foreign language courses. Units taken in a foreign language pathway may receive up to twelve (12) units. Prior approval of the Vice President of Academic Affairs is required for use of lower division growth units for PGI.

Maximum of twelve (12) growth units in this category.

**Documentation: Official transcript**

- 21.07 B. Certificate of Completion:** For courses offered by professional societies, colleges, universities, or other educational institutions, which grant certificates of completion rather than academic units, sixteen (16) classroom hours (forty [40] laboratory hours) equals one (1) growth unit.

Maximum of twelve (12) growth units in this category.

**Documentation: Official certificate of completion must include number of hours**

- C. Instructional Skills Workshops:** The Instructional Skills Workshop equals two (2) growth units; the ISW Facilitator and Trainer Workshop each equal 2.5 growth units.

Maximum of twelve (12) growth units in this category.

**Documentation: Official certificate of completion**

- D. Independent Work or Study under Fellowships and Grants:** For independent work or study under professionally recognized fellowships and research grants:
1. One (1) semester of full-time work and study equals twelve (12) growth units.
  2. One (1) quarter of full-time work and study equals eight (8) growth units.
  3. One (1) week of full-time work and study equals 0.8 growth units, up to a total of eight (8) growth units for one (1) summer.
  4. For part-time funded work and study, the number of growth units earned =  
$$(\text{number of weeks}) \times \frac{(\text{average weekly hours})}{\text{forty (40)}} \times 0.8$$
  5. Growth units for grants, commissions or artist-in-residence awards will be determined in consultation with the committee. Growth units are approved by the committee upon receiving documentation of the work completed, (e.g., final grant report, oral report, portfolio of paintings or drawings, etc.).

Maximum of twelve (12) growth units in this category.

**Documentation: Grant or Fellowship Award accompanied by transcripts or employment verification**

- E. Independent Work and Study Resulting in Publication of an Article:** For nonfunded independent work and study, the number of growth units is determined by the committee on the basis of work and study completed.
1. Publication of a major article in a peer-reviewed professional journal equals four (4) growth units.
  2. Publication of a minor article in a professional journal equals two (2) growth units.

Maximum of twelve (12) growth units in this category.

**Documentation: Journal with article or reprint**

- F. Independent Work and Study Resulting in Presentation of a Paper**

1. Presentation of a paper at a regional, state, national or international meeting of a nationally recognized professional society equals four (4) growth units.
2. Presentation of a minor paper at a meeting of a local professional society equals two (2) growth units.

Maximum of twelve (12) growth units in this category.

**Documentation: Program or official letter of acceptance into program**

## 21.07 G. Independent Work and Study Resulting in a Presentation

1. Works, public performances, or exhibitions directly related to the discipline of the faculty member which would be deemed "major" by colleagues and peers of that discipline equal four (4) growth units.
2. Other lectures and presentations which require substantial preparation, (e.g., Arts and Lectures presentations, WOLM lecture, or other works deemed "minor" by colleagues and peers of that discipline) equals two (2) growth units.
3. Recognized works, public performances or exhibitions directly related to the discipline of the faculty member but beyond the duties required for teaching a course or as part of required professional development. For on campus and local presentations, including PDA/flex for which no PDA/flex credit was given, each one-hour presentation equals 0.2 growth unit (approximation as for paragraph 21.07.J.2, for which two [2] hours preparation plus one [1] hour presentation = three [3] hours independent work ÷ eight [8] hours x [0.5] growth unit).

Maximum of twelve (12) growth units in this category.

**Documentation: Playbill, program, slides of exhibit, letter of official acceptance, and exhibit or presentation description**

## H. Other Independent Work and Study: Faculty must account for and document all hours claimed.

1. Community service related to one's discipline. Growth units earned equals:  
$$\frac{(\text{Total hours of service})}{\text{Forty (40)}} \times 0.8$$
to a maximum of five (5) growth units in this category.
2. Holding office in a professional organization directly related to one's teaching discipline or professional responsibilities. Growth units earned equals:  
$$\frac{(\text{Total hours of service})}{\text{Forty (40)}} \times 0.8$$
to a maximum of five (5) growth units in this category.
3. Faculty coordination of vocational advisory committees. Growth units earned equals:  
$$\frac{(\text{Total hours of service})}{\text{Forty (40)}} \times 0.8$$
to a maximum of five (5) growth units in this category.

Under current arrangements, some faculty members coordinate advisory committees and this is not part of their regular job assignment. Where these circumstances exist and can be documented, recognition may be given for faculty involvement in this activity.

4. Participation as judge, clinician, adjudicator, or curator at festivals, conferences or exhibits. One (1) day of activity equals 0.5 growth unit, to a maximum of five (5) growth units in this category.
5. Work in business, government, industry or professional area, which is relevant to one's discipline for the purpose of maintaining currency and applying new concepts and skills. Growth units earned equal:

$$\frac{(\text{Total hours of full- or part-time approved work other than self-employment})}{\text{Forty (40)}} \times 0.8$$
to a maximum of five (5) growth units in this category

Prior approval from the PGI Committee is required. Where this is not possible, approval from the Office of the Vice President of Academic Affairs (VPAA) is required. Documentation of hours completed must be submitted as well as a written report which substantiates the relationship of the work to the discipline.

**21.07 H.** Maximum of twelve (12) growth units in this category.

**Documentation:**

**1: Letter of appreciation; meeting minutes stating appointment or other similar verification of activity, with indication of activities and approximate time commitment**

**2 and 4: Letter of appointment or selection, with indication of activities and approximate time commitment**

**3: Supervising Administrator's verification of position**

**5: PGI Committee or VPAA approval plus written report of activities**

**I. Authorship, Publication, or Other Original Creative Work:** For authorship or creation of published instructional materials, laboratory manuals, textbooks, etc. in one's area, the number of growth units will be decided by the committee using the following criteria with clarification by the faculty member. Publications which would be deemed "major" by colleagues and peers of that discipline equal four to eight (4 – 8) growth units. Publications deemed "minor" by colleagues and peers of that discipline equals two (2) growth units. Publications for use in author's classes and/or by other instructors in author's department equals one (1) growth unit. Revision or update of a published work equals one (1) growth unit. Each publication can be used only once per Step increment. Maximum of twelve (12) growth units in this category.

1. Privately produced classroom text, manual, workbook or reference book for use in the author's classes or by other instructors equals one (1) growth unit per course.
2. Published authored classroom text, manual, workbook or reference book, which has been accepted and published by a recognized publishing house equals four to eight (4 – 8) growth units.
3. Revision or update of a manual, workbook or major published textbook equals two (2) growth units.
4. Publication or reproduction of original creative works, including musical arrangements and graphic designs equals two to four (2 – 4) growth units.
5. Development of teaching aids (such as films, slides, videos, photographs, portfolios equals two to four [2 – 4] growth units); however, reproduction of class handouts or reproduction of class lecture notes (such as PowerPoint presentation of lecture or "overheads") will not be counted for PGI.

Maximum of twelve (12) growth units in this category.

**Documentation: Copy of original work with legal copyright**

**J. Other**

1. For serving on a regional accreditation team, two (2) growth units will be granted.

**Documentation: Notification of appointment to team and approved Travel Request Form**

2. For attendance at seminars, conferences, workshops, concerts, exhibits or performances in one's discipline, professional societies at which papers, speeches, etc., are presented on subject matter relevant to one's academic, professional or vocational area or related to a faculty member's responsibilities for shared governance: one day of attendance equals 0.5 growth unit.

**Documentation: Printed program AND receipt for attendance fees or approved request for reimbursement for travel request**



- 21.07 J.** 3. For other evidence of significant professional growth, such as study trips, independent study or research projects, successful grant writing, and creative projects, the applicant is required to submit a written plan and contract for a specified number of growth units with the committee prior to commencement of the activity. The number of growth units will be determined by the committee in consultation with the faculty member, one to three (1–3) growth units per activity.

**Documentation: Official letter of grant or project award or certificate of completion, approved *Travel Request Form***

4. For service as an official mentor to a new tenure track faculty member through the New Faculty Orientation program: maximum of two (2) growth units in this category per faculty mentorship year will be granted.

**Documentation: Letter of appointment as faculty mentor, letter of thanks for completing the Mentoring Program from Staff Development**

Maximum of twelve (12) growth units in this category.

- K. **Sabbatical Leave Independent Work and Study:** Activities completed during a Sabbatical Leave may qualify for PGI units, as described in sections 21.07.A through I, above. Documentation for Sabbatical Leave activities will be the same as required for the activities completed during other times. Number of growth units allowed will be the same as allowed in each category for which Sabbatical Leave activities count.

Maximum of twelve (12) growth units in this category.

**Documentation for individually submitted Sabbatical Leave activities will be the same as required for the activities completed during other times**

- L. **Pilot Project — Annual Approval Process:** Beginning in Spring 2009, the PGI Committee will review proposals for preapproval and award growth units for partial credit towards completion of the fifteen (15) required growth units. This process will help faculty to transition from the 2007-2009 Contract to the new set of criteria for documentation in the 2009-10 Tentative Agreement. The PGI Committee will use both the 2007-2009 Contract language and the 2009-10 Tentative Agreement language to grant growth units until the end of the 2012-13 academic year. Faculty will submit documentation each fall or at the beginning of the fall semester of step eligibility. Work completed prior to reaching Step 16 is not eligible. (See paragraph 21.05.A). Faculty will keep all documentation, including any preapproved or awarded growth units, for final submission at the beginning of the fall semester of step eligibility.

# Article 22: Professional Development

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**22.01 PROFESSIONAL DEVELOPMENT:** Pursuant to Education Code [87153](#), faculty professional development activities are those activities that promote improvement of teaching; maintenance of current academic and technical knowledge and skills; in-service training for vocational education and employment preparation programs; retraining to meet changing institutional needs; intersegmental exchange programs; development of innovations in instructional and administrative techniques and program effectiveness; computer and technological proficiency programs; courses and training implementing affirmative action and upward mobility programs; improvement of basic skills instruction; and other activities determined to be related to educational and professional development.

**22.02 SHARED RESPONSIBILITY:** Faculty professional development is a responsibility shared by individual instructors, departments, programs, the Academic Senate, and the District. The District and the Academic Senate, in collegial consultation, will set priorities for faculty professional development, and any proposals for new priorities or policy changes will be referred to the District and Academic Senate for deliberation and recommendation.

## **22.03 PROFESSIONAL DEVELOPMENT ACTIVITIES**

A. **Flexible Calendar Program:** Pursuant to Education Code [84890](#) and Title 5 sections [55726](#) and [55728](#), which address the Flexible Calendar program for California Community Colleges, contract faculty will participate in professional development activities each academic year. These activities will relate to staff, student, and instructional improvement. Adjunct faculty may be required to participate in professional development activities each semester. The District will verify the completion of these professional development activities for each faculty member and make this information available to that faculty member in a timely manner.

### **B. Contract Faculty Flexible Calendar Program Obligation**

1. Each contract faculty member with an approved contract load of 100 percent will participate in twenty-four (24) hours of approved professional development activities per academic year.
  - a. **Mandatory professional development activities (12 hours):** Participation in approved mandatory professional development activities (hereafter referred to as "mandatory activities") during two (2) mandatory institutional days (six (6) hours each day). (Mandatory institutional days are designated in the approved academic calendar.) Completion of mandatory activities must be verified by the next District workday following commencement.
  - b. **Flexible professional development activities (12 hours):** Participation in twelve hours (12) of approved flexible professional development activities (hereafter referred to as "flex activities") is required. A faculty member may participate in flex activities on any day during the program year (July 1– June 30) except during mandatory institutional days. Flex activities must be completed and verified by the next District workday following commencement unless an Intention to Complete a Pre-Approved Flex Activity form has been submitted by May 1.

- 22.03.B.** 2. A contract faculty member with an approved contract load of less than 100 percent and assignments in both semesters of the academic year will participate in mandatory and flexible activities in proportion to the faculty member's contract load. (For example, a contract faculty member with a 60 percent load has an annual obligation of 24 hrs x 0.60 = 14.4 hrs). A contract faculty member with assignments in one (1) semester only of the academic year (due to approved leave or reduction in workload) will participate in all hours of mandatory activities for that semester only and six (6) hours of flex activities during that semester.
3. A contract faculty member who does not fulfill the required twenty-four (24) hours of mandatory and flexible activities in the academic year may file a *Notice of Absence* form; failure to file a *Notice of Absence* form by the next working day following commencement may result in loss of salary and loss of CalSTRS service credit equivalent to the number of hours not completed.
4. Flex activities must be pre-approved by the Professional Development Committee. The committee will use uniform criteria consistent with the intent of the Flexible Calendar program. Faculty may apply for approval of activities intended for either individuals or groups of faculty.
5. Any hours of mandatory professional activities accrued beyond the required number may be applied to the contract faculty member's flex activities obligation.

**C. Adjunct Faculty Flexible Calendar Program Obligation**

1. Adjunct faculty members may be required to participate in approved professional development activities during the current semester.
- a. Only those adjunct faculty members who have semester-length instructional assignments are subject to this requirement.
- b. The number of hours required will be equal to the number of total hours of the faculty member's daily assignments for those days of the week on which the mandatory institutional and designated flexible activity days occur during the semester. (These days are designated in the approved academic calendar.)
- c. Each adjunct faculty member will be compensated for his/her required professional development activities. The compensation is equivalent to his/her compensation for daily assignments that fall on the days of the week of the mandatory institutional and designated flexible activity days for the semester. An adjunct faculty member who does not complete the required hours of professional development activities for the semester may file a *Notice of Absence* form; failure to file a *Notice of Absence* form by the dates established by the District related to the last payroll deadline of each semester will result in the loss of this compensation.
2. To fulfill professional activities obligations, adjunct faculty members may participate in mandatory institutional day activities or in flexible activities (section 22.03.B.1).
3. Contract faculty members with overload assignments do not have any additional mandatory or flexible activities obligations due to those overload assignments.

**22.04 STIPENDS FOR ADJUNCT FACULTY IN DEPARTMENT OF PUBLIC SAFETY:**

The District will pay stipends of Seventy-five Dollars (\$75.00) per day to adjunct faculty members in the Department of Public Safety for attending legally-mandated trainings, provided that compensation is not available from other sources for attending, or that this training is mandated of the faculty members by their employment by other agencies. For contract faculty members, such trainings will be considered part of already compensated professional development ([Article 17: Job Descriptions](#)).

# Article 23: Misconduct Investigations and Progressive Discipline

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## 23.01 INTRODUCTION

- A. This Article is grounded in the parties' mutual respect for the professionalism and dedication of the SRJC faculty to the tenets of their profession and role as educators. The parties recognize the primary function of discipline is to provide employees with the opportunity to improve and be effective in their positions.
- B. To that end, District administrators and representatives who have a role in this process will use the principles of progressive discipline as described in this Article and demonstrate fairness, objectivity, and reasonableness in the administration of discipline, with the goal of supporting and preserving the healthy academic culture of the College. All parties to a disciplinary process will adhere to the highest standards of integrity, preserve confidentiality as required, and respect defined processes.

## 23.02 INVESTIGATIONS

- A. **Mutual Respect for a Fair Investigative Process:** The District has the authority and obligation to investigate complaints, reports or other credible information that a faculty member has engaged in misconduct. Faculty members are entitled to be presumed innocent of wrongdoing during the investigation process, are entitled to certain protections during the investigation process, and shall be treated with the same dignity and respect as alleged victims and complainants.
- B. **Misconduct Investigation Defined:** A misconduct investigation is a District-initiated investigation of a faculty member alleged to have engaged in misconduct, based on information received from a formal or informal complaint made by an identifiable author, a credible report of misconduct, manager observations, or other credible sources of information. An anonymous accusation of specific misconduct that—if true—presents a threat to the health or safety of others may also be investigated. However, it is understood that a faculty member may not be charged based on anonymous claims.
- C. **Employee Notification Packet:** A faculty member who is under investigation shall be sent an Employee Notification Packet no later than ten (10) business days before the faculty member's appointment for an investigatory interview. The Notification shall include the *AFA Unit Members Benefits of Representation Letter*, *Acknowledgement of Rights Form*, *Employee Notification Form*, and *Summary of Interview Subject Matter*, specifically as follows:
  - 1. **AFA Unit Members Benefits of Representation Letter and Acknowledgement of Rights Form:** The faculty member shall be provided with notice of his/her right to representation, which shall include:
    - a. A copy of the *AFA Unit Members Benefits of Representation Letter* informing faculty of the benefits of union representation during the investigation process.
    - b. A copy of the *Acknowledgement of Rights Form* which: (a) includes a space for the faculty member to sign and date acknowledgment of receipt of the above-referenced AFA letter; and (b) indicates whether the faculty member is authorizing disclosure of the investigation to AFA.
      - 1) If the faculty member authorizes disclosure, all communications to the faculty member regarding the investigation shall be copied to AFA.
      - 2) If the faculty member does not authorize disclosure, AFA shall be provided with a copy of the faculty member's signed *Acknowledgement of Rights Form* upon demand.

**23.02.C.2. Employee Notification Form:** The faculty member shall be provided a notification form providing the following information:

- a. The District takes a neutral stance when investigating possible misconduct and no findings of wrongdoing have been made;
- b. The District maintains the confidentiality of the investigation to the fullest extent possible;
- c. No findings will be made prior to completion of the investigation, and the investigation will not be closed until after the scheduled date of the employee's interview.
- d. The District recommends that the faculty member refrain from contacting the complainant(s) or witnesses to avoid even the appearance of interference or retaliation.
  - 1) However, the faculty member may contact and discuss the investigation with AFA, their AFA representative, or legal counsel, and confer with their colleagues for their mutual aid and protection.
  - 2) Alternatively, if the District determines that it is necessary to restrict the faculty member from discussing the investigation because of witness or complainant protection, danger of evidence being destroyed, danger of testimony being fabricated, or to prevent a cover-up, and determines that any such concerns outweigh the faculty member's rights, the District may instead inform the faculty member that they are required to keep the investigation confidential, except for communications with the faculty member's legal counsel or AFA representatives. The District's determination and direction to the faculty member under this subsection are subject to grievance.
- e. Every effort will be made to complete the investigation within ninety (90) days of when the District first received the complaint or information triggering the investigation. Where this is not possible two things will occur:
  - 1) the faculty member will receive a status update on where the District is in its investigation and when it expects to be completed; and
  - 2) when AFA represents the faculty member, the District and AFA will have a check-in meeting in person or by telephone.
- f. The faculty member will receive notice of the findings of the investigation, and whether the allegations investigated were or were not sustained;
- g. In the event the investigation leads to disciplinary action, the faculty member will be afforded all the prediscipline due process rights to which the faculty member is entitled. This includes providing the faculty member, and AFA with the faculty member's consent, with a copy of the information relied upon to issue the charges; and
- h. District policy and law prohibit retaliation of any kind against anyone involved in the investigation, or against anyone the faculty member believes to have provided information or otherwise cooperated in the investigation. Such conduct constitutes an independent basis for serious discipline up to and including termination.

**3. Summary of Interview Subject Matter:**

- a. If appropriate, and at the discretion of the Vice President, Human Resources or designee, the name of the complainant(s), or individual(s) whose concerns caused the District to initiate an investigation. To the extent the Contract provides for greater notice, the Contract prevails.

- 23.02.C.3.** b. What allegedly occurred. The faculty member shall be entitled to a description of the subject matter and alleged conduct or actions at issue in the investigation.
- c. When the incident(s) allegedly occurred. The notice shall be as specific as possible, based on the information available at the time the notice is given.
- d. Where the incident(s) allegedly occurred. The notice shall be as specific as possible, based on the information available at the time the notice is given.
- e. This information shall be current and accurate at the time of interview. If, after interviewing the faculty member, the District learns of other allegations during the investigation and seeks to re-interview the faculty member, the faculty member shall be provided with a new summary of the subject matter of the interview within a reasonable amount of time prior to the interview.
- f. If prior to interviewing the faculty member, the District learns of other allegations it wishes to cover during the interview, the faculty member shall receive an updated summary within a reasonable amount of time prior to the interview. Reasonableness shall necessarily depend on the complexity of the matter and the parties are expected to cooperate in expediting the process to the fullest extent possible.
- D. Additional Information to AFA:** When AFA represents the faculty member under investigation, the District shall provide AFA with the following information within a reasonable amount of time prior to the investigatory interview, unless nondisclosure is authorized under this section:
1. A copy of the written complaint if there is one; or
  2. In those cases where there is no written complaint, a written summary of the allegations with as much specificity as possible, based on the information available at the time the notice is given.
  3. Additional information requested by AFA in its representation of the faculty member under investigation.
- E. Nondisclosure:** The District shall provide the above information (23.02.D.1-3) unless it concludes that disclosure is not allowable or otherwise determines that it has a compelling reason permitted by law not to disclose, based on the specific facts of the matter. If the District does not disclose any or all of the information listed above, it shall promptly notify AFA in writing of the basis for the denial and offer to meet and confer with AFA to identify information it is able to provide that meets AFA's needs and otherwise seek to accommodate the request through redaction or other means.
- F. Additional Notice Requirements Where Faculty Member is Placed on Paid Leave**
1. **Basis for Paid Leave During an Investigation:** It is understood that it is within the District's discretion to place a faculty member on a non-disciplinary, paid administrative leave during the pendency of a misconduct investigation. However, in exercising this discretion, the District acknowledges that even a nondisciplinary, paid leave can be disruptive and upsetting to a faculty member who is under investigation. As such, leave shall be imposed only where the District concludes that the alleged conduct includes: (a) acts of retaliation or intimidation; (b) acts of serious dishonesty or the destruction of property; (c) allegations which, if true, present a reasonable concern for the health or safety of others; (d) allegations which, if true, present a reasonable concern that the faculty member's students are suffering educational harm; or (e) allegations the nature of which require the immediate preservation of physical evidence which may be compromised if the faculty member is not placed on leave.

**23.02.F. 2. Notice of Leave**

- a. Nonemergency Situation. At least two (2) business days prior to placing a faculty member on an involuntary, paid administrative leave, the District shall provide the faculty member with written notification of the general nature of the allegations of misconduct upon which the decision to place the faculty member on leave is based. The Notice shall also include an explanation that while administrative leave constitutes a directive to stay away from the workplace, it does not apply to the AFA office or areas and events that are open to the public. The Notice may also instruct the faculty member to remain available to the District for questioning during the faculty member's regular hours of work.
  - b. Emergency Situation. Where the District concludes that the specific allegations, if true, present a serious risk of physical danger or other necessity, the District may place the faculty member on an immediate, nondisciplinary paid leave without prior notice. In such instance, the notice described in 23.02.F.2.a shall be provided within five (5) business days of the faculty member being placed on the leave.
3. **Status Reporting:** The District will provide the faculty member with a monthly status report on the progress of the investigation and estimated date of completion. This is a report on timing only and shall not provide details regarding the investigator's activities, witnesses, findings, etc.
  4. **Time of Leave:** The District should complete the investigation within ninety (90) days of placing the member on leave. Where this is not possible, the District shall provide the faculty member with a written explanation as to the reason why, and a reasonable estimate of when the investigation will be completed.
  5. **Definition of Nondisciplinary Paid Leave:** Nondisciplinary paid leave includes all compensation and benefits to which the faculty member would have been entitled but for placement on paid leave.

**G. Investigations of Allegations Posted to Social Media**

1. **Introduction:** The parties recognize that unique challenges, rights and obligations may arise where faculty members are made the subject of accusations on social media, in particular sexual misconduct allegations. The parties have a mutual interest in fostering an environment where faculty members of the college community feel empowered and unafraid to report sexual misconduct and the abuse of power. However, the parties also share a mutual interest in fostering an environment that values due process and the presumption of innocence. In recognition of these dual interests, investigations of social media accusations made against faculty members shall be regulated by this section.
2. **Application:** This provision only applies to allegations of sexual misconduct, abuses of power and/or unlawful harassment or discrimination made against faculty members who, at the time the social media accusation is made, are employed as contract or adjunct faculty or are in the District's adjunct pool.
3. **Social Media Defined:** "Social media" refers to forms of electronic communication through which users create online communities to share information, ideas, personal messages, and other content (such as videos.) Current examples of social media include Facebook, Twitter, YouTube, Instagram, and similar sites.



- 23.02.G.4. Faculty Privacy:** The posting of an accusation to social media does not erode the private nature of any District response, investigation or action taken in connection with the allegations, except that AFA shall receive the notice, described below, without first securing the faculty member's consent for disclosure to AFA in 23.02.C.1.
5. **Notice to AFA:** The District shall provide AFA with notice within three (3) business days of it becoming aware of social media allegations against a faculty member involving sexual misconduct, abuse of power and/or unlawful harassment or discrimination. No prior consent of the faculty member who is the subject of the allegation is required. The notice to AFA will also be provided to the faculty member who is the subject of the allegations. The Notice shall include:
- a. The social media platform(s) where the accusation was made;
  - b. When the District learned of the accusation; and
  - c. Whether the District has received a formal complaint in connection with the allegations. If so, the complaint will also be provided to AFA, to the extent that it covers the same subject matter as the allegations posted to social media.
  - d. Timeline for completion of the initial inquiry.
6. **The Initial Inquiry:** Prior to opening an investigation based on allegations posted to social media, the District will conduct an initial inquiry, the conclusions of which control whether an investigation may be initiated. An investigation may be initiated where the initial inquiry determines that:
- a. The allegations pertain to conduct occurring within the last four (4) years that—if true—have a sufficient nexus to the workplace to warrant investigation. Sufficient nexus is determined by presuming the allegations to be true for the purposes of the nexus test and applying the *Morrison* factors to the allegations. ([\*Morrison v. State Board of Education\*](#) (1969) 1 Cal. 3d 214.)
  - b. The alleged conduct is more than four (4) years old, but:
    - 1) The complainant(s) are current students or employees who would be entitled to a remedy if the allegations are true, even if discipline is not available to the District;
    - 2) The alleged conduct describes conduct that is similar in nature to a complaint(s) that was investigated and sustained by the District within the last four (4) years;
    - 3) The alleged conduct, if true, indicates that the faculty member was not truthful in the application process or otherwise actively concealed material facts that, if known, would have caused the District not to hire the faculty member.
    - 4) The allegations include a claim that the faculty member was convicted of an offense for which termination is mandatory.
7. **Initiation of Investigation:** If the District determines that an investigation is warranted, it shall provide notice to the affected faculty member and AFA that it is opening an investigation, the basis for opening the investigation under subsection 23.02.G.6 (above); and timeline for completion. The procedures and respective rights of AFA, faculty member and District during the investigation are otherwise controlled by the general provisions in Article 23.02.

**23.02.G.8. Closure of Investigation:** The general notices and rights regarding closure of investigations set forth in Article 23.02 apply equally to investigations triggered by social media accusations. In addition, if the allegations are investigated and determined to be unfounded, AFA, with the affected faculty member's written consent, may request a public letter informing the public that the allegations were determined to be unfounded and the investigation closed.

**9. Public Statements by the District:** Statements made by District officials, including in response to inquiries from the press and the public, shall not state the name or other identifying information of the complainant or accused without their written consent. Public comment shall include a statement of the District's neutrality while the matter is under review, and that faculty members are presumed innocent until and unless the evidence shows otherwise. However, nothing in this section affects the District's duties under The [CLERY Act](#) to issue a Timely Warning, if legally required.

#### **H. Investigations Subject to Statutory Deadlines**

1. The parties recognize that various laws and regulations create deadlines by which certain investigations must be completed. These include, but are not limited to, the requirement under [Title 5](#) of the California Code of Regulations that investigations into formal discrimination complaints be completed within 90 days; the requirement under Education Code [87623](#) that investigations of faculty members placed on paid administrative leave should be completed within 90 days; and the requirement under Title IX that complaints of sexual misconduct be completed within 60 days.
2. The parties acknowledge that such deadlines place additional responsibilities on the parties. The District is responsible for conducting the investigation as promptly as possible, and the District agrees that otherwise unnecessary delays are not excused by the District's meeting of statutory or regulatory deadlines. The faculty member and AFA have a heightened responsibility to cooperate in making the faculty member and a representative available for the faculty member's interview.

#### **I. Closure of Investigation**

1. **Investigations Where Allegations are Not Sustained:** The faculty member shall be provided with written notice that the allegations have not been sustained and confirmation that nothing related to the allegations or investigation will be placed in the faculty member's personnel file. The notice will not include a copy of the investigation report. Records related to unsustained allegations, including the investigation report shall be maintained in a separate investigation file in a secure location by the Office of Human Resources and apart from the faculty member's personnel file for the period required by law.
2. **Investigations Where Some or All of the Allegations are Sustained:** The faculty member shall be provided with written notice summarizing the findings as to each allegation and whether or not it was sustained. The faculty member shall also be provided with a copy of the investigation report under the following circumstances:
  - a. If the faculty member is issued a Notice of Charges in connection with a dismissal or suspension or demotion of an adjunct faculty member with Offer Rights, the investigation report shall be attached to the Notice. In extenuating circumstances, the District may redact portions of the Report so long as it provides notice of redaction to AFA and meets and confers on request.

- 23.02.I.2.** b. If the District does not seek dismissal or suspension, but nevertheless intends to place the report in the faculty member's personnel file or rely on it for a written reprimand or disciplinary transfer, it shall provide the faculty member with a copy of the report and notice of placement of derogatory information in the personnel file. In such case, the faculty member may attach a response.
- J. **Statutory Rights to Information and Documents:** Nothing in this Article shall waive or supersede the District's, AFA's or a faculty member's right to request and receive information and documents as allowed by the EERA, Education Code or other law.

### **23.03 DISCIPLINE**

#### **A. Employment Actions Not Covered Under Article 23.03**

1. **Authority to Give Feedback, Guidance and Direction:** Nothing in this Article shall impede the existing authority of the District to provide direction, feedback or guidance to the faculty member in the performance of the faculty member's duties.
2. **Dismissal and Suspension of Probationary or Regular Faculty:** The dismissal or suspension of probationary or regular faculty shall be administered in conformance with the applicable provisions of the California Education and Government Codes, and the procedures and protections provided for in those sections. Such discipline shall not be subject to the procedures set forth in Article 23.03 or the [Article 11](#): Conciliation/Grievance/Arbitration procedure.
3. **Dismissal of Adjunct Faculty Without Article 16 Offer Rights:** Pursuant to Education Code section [87665](#), the governing board may terminate the employment of an adjunct faculty member who has not acquired Article 16 offer rights at its discretion, at the end of a day or week, whichever is appropriate. The decision to terminate the employment is not subject to judicial review except as to the time of termination. It is understood that this right to terminate a faculty member without cause does not permit termination based on an unlawful reason, including but not limited to unlawful discrimination or retaliation.
4. **Nonrenewal of Probationary Faculty:** This Article does not apply to a District decision to deny tenure or nonrenew a probationary faculty member's contract. The procedures and rights governing these decisions are set forth in the Education Code and [Article 30](#): Tenure Review.
5. **90-Day Notice and Opportunity to Improve:** It is understood that issuance of a 90-Day Notice pursuant to Education Code section [87734](#) does not constitute discipline. As such, a 90-Day Notice is not subject to the procedures set forth in this Article and is not subject to grievance under Article 11 of this Agreement. Rather, a 90-Day Notice constitutes a right to receive notice and opportunity to improve to which a faculty member is entitled before the faculty member may be charged with unprofessional conduct or unsatisfactory performance.
  - a. Notwithstanding the above, the parties recognize that:
    - 1) A 90-Day Notice must be designed to provide the faculty member with a meaningful opportunity to improve, and thus must specify the nature of the unprofessional conduct and/or unsatisfactory performance with specific instances of the behavior and with particularity to furnish the faculty member an opportunity to correct the conduct giving rise to the 90-Day Notice.

- 23.03.A.5.a.** 2) The District may not file any charges of unprofessional conduct or unsatisfactory performance against a faculty member any sooner than 91 days after the issuance of a 90-Day Notice, or any later than the term or half academic year following the term or half academic year during which the member received the 90-Day Notice.
- 3) The faculty member's statutory rights, referenced above in Article 23.03.A, include the right to an evidentiary hearing on the charges, including matters alleged in the 90-Day Notice. The District bears the burden of proof in any such hearing.

**B. Employment Actions Covered Under Article 23.03:** Article 23.03 regulates the administration of all discipline other than dismissal and suspension of probationary or regular faculty under the Education Code. For the purposes of this Article "discipline" means, and is limited to, the following:

1. **Oral Counseling:** An oral counseling is an informal, verbal communication alerting a faculty member to a conduct or performance concern.
2. **Written Counseling:** A written counseling is an informal, written communication alerting a faculty member to a conduct or performance concern. Written counselings are not placed in a faculty member's personnel file.
3. **Written Reprimand:** A written reprimand is a formal written communication informing a faculty member of a conduct or performance concern. A written reprimand shall include clear notice that it will be placed in the faculty member's personnel file in ten (10) business days, and that the faculty member may submit a written response which will be attached to the reprimand once the response is received by the District. A faculty member may revise the response at any time.
4. **Disciplinary Transfer:** A disciplinary transfer is an involuntary transfer that is imposed on the basis that the faculty member has engaged in conduct subject to discipline.
5. **Disciplinary Training:** Disciplinary training is training that a faculty member is mandated to attend on the basis that the faculty member has engaged in conduct subject to discipline. Disciplinary training may be imposed as the sole disciplinary action, or in conjunction with other disciplinary action.
6. **Suspension or Dismissal of Adjunct Faculty with Article 16 Offer Rights**

**C. Progressive Discipline**

1. The District shall utilize progressive discipline to provide faculty members with the opportunity to correct behaviors that may otherwise lead to more serious consequences.
2. "Progressive Discipline" means that the District will impose the lowest level of discipline reasonably calculated to bring about the desired result. Implementation of progressive discipline does not require a specific order, or lock-step adherence to the disciplinary steps identified in Article 23.03.B.1-6. It is understood that the appropriate level of discipline depends upon numerous factors such as the seriousness of the conduct at issue, the history of prior discipline, and possible extenuating or mitigating factors, all of which the District may consider in determining the appropriate level of discipline.

**D. Cause for Discipline**

1. Just cause is required for discipline. Cause for the discipline means any of the causes for discipline set forth in California Education Code Section [87732](#).

- 23.03.D.** 2. Notwithstanding the above (23.03.D.1), unsatisfactory performance shall only constitute cause for discipline under Article 23.03.B.1-6 where the faculty member has been informed of the performance issues through the [Article 14A](#): Regular Faculty Evaluations, [Article 14B](#): Adjunct Faculty Evaluations, or [Article 30](#): Tenure Review evaluative processes and failed to improve in any required Follow-Up Evaluation. Faculty members shall not receive first notice of a performance concern through discipline.
- E. **Rights Regarding Discipline:** Nothing in this Article shall prohibit AFA or faculty members grieving violations of the negotiated investigation procedure set forth in Article 23.02. Additionally, faculty members or their AFA representative on their behalf shall have the following rights regarding discipline. Adjunct faculty who receive discipline are entitled to the same right to respond to and challenge the discipline as contract and regular faculty members.
1. **Written Reprimand:** In addition to the right to attach a response to a written reprimand, a faculty member also has the right to grieve the written reprimand through Step 1 of the grievance process set forth in Article 11. If the faculty member files his/her grievance within ten (10) business days of receiving the written reprimand, the District shall not place the reprimand in the personnel file until the conclusion of the Step 1 grievance process.
  2. **Disciplinary Transfer:** A faculty member who receives a disciplinary transfer shall receive a written, pre-disciplinary notice informing the faculty member of the basis for the transfer with sufficient specificity that the faculty member is able to respond to the charges; the right to a pre-disciplinary opportunity to be heard orally or in writing; and a post-disciplinary right to grieve the transfer through Step 3 of the grievance process.
  3. **Disciplinary Training:** Disciplinary training of three (3) hours or less that is located at the District and scheduled during the faculty member's regular work hours is not subject to challenge. All other disciplinary training may be grieved through Step 1 of the grievance process.
  4. **Suspension or Dismissal of Adjunct Faculty with Offer Rights:** Adjunct faculty members who have acquired Article 16 Offer Rights may only be suspended or dismissed for cause and pursuant to the following process:
    - a. The faculty member is entitled to a pre-discipline *Skelly* Notice and opportunity to respond orally or in writing to the charges.
    - b. If the District proceeds with the suspension or dismissal, the faculty member may utilize the grievance process, starting at Step 3 to challenge the decision.
    - c. If the discipline is sustained at Step 3, AFA may move the grievance to Step 4—advisory arbitration.

# Article 24: Retirement

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**24.01 EARLY RETIREMENT OPTION (ERO):** The District will provide the Early Retirement Option to eligible contract faculty members.

**A. Provisions of ERO Benefits**

1. The District will allow each retiree eligible for ERO benefits to participate in the same medical and dental benefit package at the same cost that it allows full-time faculty members to participate, until the first day of the month in which the retiree reaches the age of sixty-five (65).
2. An eligible spring-semester retiree may begin participation in ERO benefits on July 1 directly after retirement. An eligible fall-semester retiree begins participation in ERO benefits on the January 1 directly after retirement. The District will provide employee medical and dental benefits for each eligible full-time retiree until ERO benefits begin.
3. For an eligible retiree with legal residence outside the area served by the medical and dental benefit plan in which the retiree was enrolled at the date of retirement, the District will reimburse monthly payments equivalent to the District current contribution per employee to that plan, given that the eligible retiree provides evidence that s/he is securing individual medical benefits elsewhere. The monthly reimbursement will not exceed the equivalent monthly ERO benefits costs to the District for the retiree. A retiree who elects this form of the benefit will not be eligible for reinstatement into the health plan under the provisions of section 24.01.A.1-2 at a later date.

**B. Requirements for ERO Eligibility**

1. In order to be eligible for ERO benefits, a faculty member must meet the following requirements:
  - a. Have completed seventeen (17) years of full-time-equivalent employment with the District in classified or certificated positions (or completed fifteen (15) years if employed in a certificated or classified position by the District before October 1, 2013), of which five (5) years must have been as a contract faculty member. Unpaid leaves of absence will not be considered in the computation of years of service. Probationary or regular service at less than 100 percent and adjunct faculty service will be computed and accumulated on a pro-rata basis.
  - b. Be at least sixty-two (62) years of age (or fifty-five [55] years of age if employed by the District in a certificated or classified position before October 1, 2013) but less than sixty-five (65) years of age on June 30 of the final year of service (or on December 31 for all retirees).
  - c. Apply to the District for ERO benefits by the first working day in October of the academic year for spring semester retirements and the first Friday of the fall semester of the academic year for fall semester retirements. The faculty member's application is subject to approval by the Board, which will be based on the requirements specific in section 24.01.B.1.a-b.
2. If the retiree is eligible for other employer-provided medical or dental benefits at any time of eligibility, then the ERO benefits become secondary to those provided by the new employer.
3. The Board of Trustees may approve an exception to the application deadline for ERO benefits in individual cases.

**24.02 PRERETIREMENT REDUCTION IN WORKLOAD:** The District will provide a Preretirement Reduction in Workload Option plan to an eligible contract faculty member according to the provisions of [Ed Code Section 87483](#). The faculty member will be employed as a faculty member for at least ten (10) years, of which the immediately preceding five (5) years are as a contract faculty member. A faculty member who exercises the Preretirement Reduction in Workload Option may not return to full-time status without the approval of the Board.

**24.03 MEDICAL AND DENTAL STIPEND:** The District will provide a medical and dental stipend for eligible retirees who have reached the age of sixty-five (65). To be eligible for this stipend, the retiree either must qualify for ERO benefits at the time of retirement from the District (section 24.01.B) or have reached the age of sixty-five (65) at the time of retirement from the District. As of the 2019-20 Academic Year, the stipend is \$84 per month for a retiree without dependents and \$136.50 per month for a retiree with dependents. Increases to the stipend will be phased in as follows:

- A. In 2020-21, the stipend will be increased to \$100 for retiree without dependents and \$176 for a retiree with dependents.
- B. In 2021-22, the stipend will be increased to \$116 for retiree without dependents and \$216 for a retiree with dependents.
- C. In 2022-23, the stipend will be increased to \$132 for retiree without dependents and \$256 for a retiree with dependents.
- D. In 2023-24, the stipend will be increased to the 2023 cost of the lowest Medicare Part B premium for a single for a retiree without dependents and a double for a retiree with dependents.
- E. Beginning in 2024-24, each fiscal year, the stipend will be adjusted by the lower of the change in the CPI for that year or to the lowest cost of Medicare Part B premium for single and double as of July 1 of that year.

**24.04 ADJUNCT FACULTY RETIREMENT PLANS**

- A. The District will provide each adjunct faculty member with one (1) of three (3) adjunct faculty retirement plans: CalSTRS Defined Benefit Program, CalSTRS Cash Balance Program, and Social Security. The District will provide details about these plans to each adjunct faculty member at the time of initial employment and on a regular basis thereafter.
- B. Effective January 13, 2020, the District will no longer offer the 403(b) plan administered by Fidelity Investments as a retirement plan option for newly hired adjunct faculty members. Adjunct faculty members enrolled in this retirement plan may continue in the plan. The District and employee will each contribute a share equal to 3.75 percent of the employee's gross salary. The employee will be fully vested in the plan at all times.

**24.05 HOURLY ASSIGNMENT SERVICE CREDITS**

- A. **Reporting:** The District will ensure that the service credit information reported to the County and to CalSTRS for adjunct faculty members will have a reasonable relationship to their actual percentage of full-time equivalent load.
- B. **Retirement Base:** The District will determine the retirement base ("earnable income") for hourly assignments for retirement benefit purposes. For each hourly schedule, the retirement base is the hourly wage times the Annual hours per FTEF as specified in Table 24.1.



**24.05.B**

<b>Hourly Schedule</b>	<b>Hours/week for 1 FTEF</b>	<b>Annual hours per FTEF (35 weeks/year)</b>
Allied/Base	35	1225
Lecture	15	525
Lab	22.5	787.5
CDCP	21.5	752.5
Non-Credit	24	840

***Table 24.1***



# Article 25: Sabbatical Leave

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## 25.01 INTENT

- A. **Purpose of the Leave:** Faculty members on Sabbatical Leave are expected to undertake formal course work, independent study, work experience, a project or other program of study or research directly related to their faculty responsibilities at the College.
- B. **Location:** They are encouraged to engage in their studies away from the local area where they may confront materials and points of view not readily available in this immediate area.
- C. **Restriction on Participation in District Activities:** No Sabbatical Leave recipient may teach, participate in department activities, or perform other related duties for compensation at SRJC during the period of the leave.
- D. **Final Report:** A copy of each Sabbatical Leave report will be placed in the library on each campus, the Office of Academic Affairs, and the office of the Academic Senate, and may be published wholly or in part for campus circulation.

## 25.02 NUMBER OF LEAVES:

- A. **Number of Leaves:** The number of Sabbatical Leaves will be equal to 4.5 percent of the total load (exclusive of overloads) of regular faculty positions, including faculty with reduced or pro-rated contracts, plus two (2).
- B. **Rounding:** To determine the number of Sabbatical Leaves, upward rounding will occur at 0.5 and above.
- C. **Carry Over:** In the event that not all Sabbatical Leaves are used in a year, they will be carried over to the next academic year.
- D. **Excess Leave in 2018-19:** If the total number of Sabbatical Leaves funded for AY 2018-19 exceeds the Spring 2017 formula by one (1) leave, then the total number of Sabbatical Leaves funded for the following sabbatical cycle will be reduced by one (1) leave.

## 25.03 SABBATICAL LEAVE OPTIONS

- A. **Leave Patterns:** Leaves (equivalent to one [1] semester or one [1] year) may be granted under any one of the following patterns:
  - 1. Pattern A: One (1) semester (fall or spring);
  - 2. Pattern B: Two (2) consecutive semesters;
  - 3. Pattern C: Two (2) non-consecutive semesters over a three-year period.
- B. **Exercising the Sabbatical Leave:** Sabbatical Leaves may be requested for any one (1) of the patterns listed above, and the choice is final. Exceptions may be allowed for approved medical/emergency leaves.

## 25.04 SABBATICAL LEAVE CALENDAR AND PROCESS OUTLINE

**25.04.A. Timelines:** The Sabbatical Leave Committee will publish a calendar for each sabbatical cycle identifying the timeline for: initial application, ranking of applicants, challenges to ranking, proposal preparation workshop, proposal submission, Sabbatical Leave Committee recommendations to the Superintendent/President, award of leaves, changes or withdrawal of approved Sabbatical Leaves, and submission of sabbatical final reports with all required due dates. This calendar shall be submitted to the Vice President of Academic Affairs for approval prior to publication and to AFA upon publication.

**B. Process Outline:**

1. The Sabbatical Leave Committee will publish a Sabbatical Leave Handbook. This handbook shall be reviewed and/or updated annually. This handbook shall be submitted to the Vice President of Academic Affairs for approval prior to publication and to AFA upon publication.
2. Applications are accepted from eligible faculty in the spring by the required due date for determining ranking for potential recipients and alternates. Challenges to ranking must be submitted by the required due date. Workshops to assist applicants will also be held in the spring.
3. Formal sabbatical proposals are accepted in the fall by the required due date for department review, committee review and recommendation, Vice President of Academic Affairs review and recommendation, and Superintendent/President review and recommendation to the Board of Trustees for action.
4. Revisions to approved Sabbatical Leaves must be resubmitted to the Sabbatical Leave Committee for review and approval by the Board of Trustees following the sequence outlined above.
5. If a recipient decides not to exercise a Sabbatical Leave, it shall be offered to an alternate for implementation according to the timelines established in the sabbatical cycle calendar.
6. Any changes to the proposal due to unforeseen circumstances (e.g. travel restricted by State Department, natural disaster, class cancellation, etc.) prior to or during the sabbatical leave must be submitted to, and approved by, the committee.
7. Final reports are due shortly after return to faculty service at the conclusion of the Sabbatical Leave by the required due date. The Sabbatical Leave Committee will review the report and may refer the report back to the faculty member for clarification or revision, or request additional supporting material prior to recommending action to the Superintendent/President.
8. If the final report is not submitted, or does not adequately document or correspond to the approved proposal, the Sabbatical Leave may be determined to be invalid and any funds provided by the District for the purpose of the Sabbatical Leave must be returned.

**25.05 PROVISIONS FOR ELIGIBILITY**

- A. Six (6) Years of Service:** A faculty member must establish:
1. Six (6) years of continuous full-time (100 percent load) service immediately preceding the Sabbatical Leave Request.
  2. A current "Satisfactory" or "Satisfactory, Needs Minor Improvement" evaluation conclusion.
  3. The above two (2) eligibility requirements must be maintained from the time of application for a Sabbatical Leave until its completion.

- 25.05.B. Initiation of New Eligibility Cycle:** The return to full-time, 100 percent load status will initiate the beginning of a new six-year eligibility cycle.
- C. **Calculation of Service Years:** Calculation of service years for a subsequent Sabbatical Leave begins with the fall semester after the entire leave is completed, except for those who have had a Sabbatical Leave postponed due to the enactment of the 10 percent rule. For each year that a faculty member has applied for and is qualified to receive a Sabbatical Leave, but is unable to take the leave due to the implementation of the 10 percent rule, one (1) service year shall be credited to the eligibility period for the following Sabbatical Leave.
- D. **Impact of Unpaid Leaves:** District-authorized full or partial unpaid leaves (i.e., teaching, formal education, work experience, personal, medical/emergency/maternity) will not break the continuity of service but placement on the Sabbatical Leave priority list may be affected depending upon the type of leave (see [Article 18: Leaves](#)). See paragraph 25.06.C.3.
- E. **Other Leaves:** The provisions of [Article 28: Special Educational Leaves](#), paragraph 28.09 shall apply.
- F. **Withdrawal:** A recipient may withdraw from one (1) approved Sabbatical Leave by the established due date without penalty. A second consecutive withdrawal will result in ineligibility to apply for the next two (2) academic years.
- G. **Sabbaticals for Administrators Who Retreat to Faculty Positions**
1. Sabbatical status shall be calculated from original date of hire as a regular faculty member for administrators who previously have been regular faculty at SRJC. No years of credit shall be given for time spent in an administrative assignment, though prior faculty years will be counted. Previous sabbatical experience will be taken into account in processing sabbatical requests.
  2. Sabbatical status shall be calculated from date of hire as a regular faculty member for those administrators who previously have not been a regular faculty member at SRJC.

## **25.06 APPLICANT RANKING DETERMINATION**

- A. **Sabbatical Priority:** Sabbatical ranking priority will be based upon years of full-time faculty service at Santa Rosa Junior College from the beginning of the first regular semester after the most recent date of employment at this college.
- B. **Priority for Those with Prior Sabbatical:** Calculation of service years for a subsequent Sabbatical Leave begins with the fall semester after the entire leave is completed, except for those who have had a Sabbatical Leave postponed due to the enactment of the 10 percent rule. For each year that a faculty member has applied for and is qualified to receive a Sabbatical Leave, but is unable to take the leave due to the implementation of the 10 percent rule, one (1) service year shall be credited to the eligibility period for the following Sabbatical Leave.
- C. **In Case of Tie:** In the case of tied applicants for Sabbatical Leave, the Sabbatical Leave Committee shall apply the following criteria, in sequence, to determine ranking priority:
1. **Criterion No. 1:** Whether applicants have ever been granted a Sabbatical Leave by the College. Preference will be given to an applicant who has not taken such a leave.
  2. **Criterion No. 2:** Number of years since the last Sabbatical Leave. Preference will be given, in ranked order, to an applicant with the most years of service since the last Sabbatical Leave.

- 25.06.C. 3. Criterion No. 3:** Years of full-time faculty service at Santa Rosa Junior College dating from the beginning of the first regular semester of full-time contractual service. Without losing service credit, full or partial unpaid leaves (see [Article 18: Leaves](#)) will affect the ranking among those with the same number of years of service by creating a final ranking based on subtracting the amount of time spent in unpaid leaves from the years of service.
4. **Criterion No. 4:** Lots will be drawn.

## **25.07 DEPARTMENTAL CONSULTATION AND THE 10 PERCENT RULE**

- A. **Consultation with Department Chair:** The Sabbatical Leave applicant is required to confer with the department chair regarding the proposed plan and resolve any potential impact due to the applicant's absence prior to submitting his/her request to the Sabbatical Leave Committee. If the Sabbatical Leave applicant is the department chair, s/he is required to complete this step with the supervising administrator by the same date.
- B. **Ten Percent Rule:** When more than one (1) applicant qualifies from a department in excess of 10 percent, the Sabbatical Leave Committee, after conferring with the department chair, instructional dean and Vice President of Academic Affairs, will make a recommendation to the Superintendent/President and the Board of Trustees whether or not more than 10 percent of the department will be allowed to be on Sabbatical Leave at any one time. (Approved leaves disallowed by the District due to the 10 percent rule will be automatically placed as No. 1 on the next year's approved list and become one [1] of the granted leaves for that year. If not taken in that year, the faculty member must reapply as in the regular process.)

## **25.08 SABBATICAL LEAVE PROPOSAL**

- A. **Preparation:** See section 25.04 above.
- B. **Forms:** The proposal shall be submitted by the required due date on the forms provided by the Sabbatical Leave Committee. All documentation must be complete and forms signed and dated.
- C. **Content:** The proposal will include a description of leave activities; the purpose and objectives to be undertaken; the methodologies and rationales; impact on individual's effectiveness; benefit to students, colleagues and department; alignment with College goals and initiatives; if for travel, a detailed itinerary; if for higher education, a course of study outline.
- D. **Proposal acceptance:** The Sabbatical Leave Committee may reject or require resubmission of proposals they deem to be incomplete or inappropriate according to the written and published guidelines established by the Sabbatical Leave Committee and mutually agreed to by the Vice President of Academic Affairs, the President of the Academic Senate and AFA.
- E. **Change of assignment or change of program:** If, after the Sabbatical Leave is approved, the assignment of a faculty member changes, or the program in which s/he performs services changes, the intended outcome of an approved Sabbatical Leave may no longer be in accordance with District needs. The Vice President of Academic Affairs may direct the faculty member to revise the proposal to be processed as a revision according to the provisions of paragraph 25.04.B.4.

## 25.09 SERVICE AGREEMENT

- A. **Contract:** An approved Sabbatical Leave proposal constitutes a contract between the recipient and the Sonoma County Junior College District once the withdrawal date has passed.
- B. **Note:** A *Sabbatical Leave and Promissory Note Agreement* will be prepared based on the applicant's proposal. This contract is to be signed by the applicant prior to being submitted to the Board of Trustees for approval.
- C. **Nonfulfillment of Sabbatical Leave:** If the contract is not fulfilled, the administration in consultation with the Sabbatical Leave Committee will review the provisions as set forth in the *Sabbatical Leave and Promissory Note Agreement* and recommend appropriate action to the Governing Board. Also, see paragraph 25.04.B.7.
- D. **Required Further Service:** The amount of service required immediately following a completed Sabbatical Leave shall equal two (2) times the length of a leave.
  - 1. In the event that a split Sabbatical Leave is approved, service performed between the two (2) Sabbatical Leave segments will count as a part of the total required service.
  - 2. In the event that a reduction in workload from full-time, 100 percent load employment occurs after completing the Sabbatical Leave, the equivalent total required service shall be the same, but will accumulate at the reduced load rate (e.g., at a reduced load of 50 percent, it would take two [2] years of service to repay a one-semester leave since the accumulated service at the 50 percent load rate would equal only one [1] full semester each year).

## 25.10 COMPENSATION

- A. **Pattern A Leaves:** One (1) semester fall or spring: 100 percent of salary.
- B. **Pattern B Leaves:** One (1) academic year: 60 percent of salary.
- C. **Pattern C Leaves:** Two (2) non-consecutive semesters: 60 percent of salary each semester.
- D. **Travel Leaves:** If the leave is for the sole purpose of travel, compensation will be determined by subtracting the figure for Step 5 of the appropriate salary classification from the instructor's salary for the year. If the leave is for one (1) semester, the semester's compensation will be one half of the above figure.
- E. **Income from Outside Earnings:** Income from outside earnings during a Sabbatical Leave will be limited. District support will be reduced if a combination of District and outside earnings exceeds the annual contractual salary. Direct costs incurred as a result of the Sabbatical Leave, such as tuition, books and supplies, fees, travel costs, and additional living expenses, may be deducted from any additional earnings, providing that these are identified and agreed upon prior to the leave. Such earnings should become a part of the Sabbatical Leave contractual arrangements.
- F. **Limit on SRJC Work:** No Sabbatical Leave recipient may teach, participate in department activities, or perform other related duties for compensation at SRJC during the period of the leave.
- G. **Continuation of Benefits and Seniority Accrual:** While on approved Sabbatical Leave, the faculty member shall be considered a full-time member of the District and shall continue to receive full health and welfare benefits and seniority accrual.

**25.11 EXCEPTIONS:** Requests for exceptions must be made prior to implementation, in writing, to the Vice President of Academic Affairs for review and recommendation to the Superintendent/President. The Superintendent/President shall review and recommend action to the Board of Trustees. The Board of Trustees must preapprove any exceptions to the provisions of this article.

# Article 26: Salary Schedule Development

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## 26.01 SALARY SCHEDULES

- A. **Contract Salary Schedule:** Applies to all contract assignments. The contract salary schedule has four (4) classes labeled A, B, C, and D, and three (3) PGI steps after Step 16: PG-20, PG-24, and PG-28 (Article 27.01.B).
- B. **Hourly Schedules:** All hourly schedules have four (4) classes and nine (9) steps (Article 27.01.B).
  - 1. Normal Base Hourly Schedule: Applies to all allied hourly assignments and to hourly reassigned-time assignments.
  - 2. Enhanced Lecture Hourly Schedule: Applies to hourly credit lecture assignments.
  - 3. Enhanced Laboratory Hourly Schedule: Applies to all hourly credit laboratory assignments. Hourly ADN assignments will be paid from this schedule for the ADN requirement portion of each ADN credit laboratory assignment.
  - 4. Laboratory Augmented I Hourly Schedule: Applies to hourly credit Laboratory Augmented I assignments.
  - 5. Laboratory Augmented II Hourly Schedule: Applies to hourly credit Laboratory Augmented II assignments.
  - 6. Enhanced Career Development and College Preparation Hourly Schedule: Applies to hourly Career Development and College Preparation (CDCP) assignments.
  - 7. Enhanced Noncredit Hourly Schedule: Applies to hourly noncredit assignments except for CDCP assignments.

## 26.02 DEVELOPMENT OF CONTRACT SALARY SCHEDULE

- A. **AFA Salary Data Study:** By January 1 of each year, AFA will compile the current contract salary schedule data in the highest non-doctorate class of salaries (equivalent to SRJC Class C) for each California community college district and construct rankings of all such districts (excepting "Basic Aid" districts) by salary amount, for the minimum salary in that class, for the salary at the equivalent of Step 16 in that class, and for the maximum salary in that class.
- B. **Development of Class C:** Steps 1, 16, and PGI 28 in Class C will be assigned the tenth ranks in the rankings defined in Article 26.02.A respectively. The steps between Step 1 and Step 16 in Class C will be determined by linear interpolation from the values at Step 1 and Step 16 in Class C. The Steps PGI 20 and PGI 24 in Class C will be determined by linear interpolation from the values at Step 16 and Step PGI 28 in Class C.
- C. **Development of Classes A, B, and D:** Each step of Class B will be equal to 1/1.06 times the corresponding step of Class C. Each step of Class A will be equal to 1/1.06 times the corresponding step of Class B. Each step of Class D will be equal to 1.02 times the corresponding step of Class C.
- D. **COLA adjustment:** If the State declares a statutory COLA greater than 0.5% for the academic year, then all steps and classes of that academic year's salary schedules will be increased by the State statutory COLA as follows:
  - 1. For a COLA of 3.0 percent or less, faculty shall receive COLA minus 0.5 percent;
  - 2. For a COLA of greater than 3.0 percent, faculty shall receive a 2.5 percent increase plus an increase of 50 percent of any portion of the COLA exceeding 3.0 percent.
  - 3. Amounts at all steps and classes will be rounded to the nearest dollar.
- E. **Effective Date:** This salary schedule becomes effective at the beginning of the subsequent academic year.

**26.02.F. Salary Workgroup:** The District and AFA will form a Salary Workgroup in Fall 2014 to study the long-term feasibility of Rank 10.

### **26.03 DEVELOPMENT OF HOURLY SCHEDULES**

- A. **Classes and Steps:** All Hourly Assignment Schedules will have four (4) classes (see Article 27.01.B) and nine (9) steps.
- B. **Base Hourly Schedule:** Each cell of the Base Hourly Schedule will be equal to 0.98/1416 of the corresponding cell of the contract salary schedule (based on the annual contract obligation of eight hours per day for 177 days and the 2 percent hourly salary reduction for funding the Adjunct Medical Benefits Account (AMBA) [[Article 10: Benefits](#), section 10.04.D]). Allied hourly assignments and hourly reassigned time assignments will be paid on the Base Hourly Schedule. In the 2019-20 fiscal year, the formula for determining each cell of the Base Hourly Schedule defined in this paragraph will change from (0.98/1416) times the corresponding cell of the contract salary schedule to (0.99/1416) times the corresponding cell of the contract salary schedule. The District and AFA will meet between June 30, 2020 and August 15, 2020 to jointly decide whether to extend this formula change for another year or to establish a different formula.
- C. **Instructional Hourly Salary Schedules:** Salary schedules for instructional hourly assignments will be determined by multiplying each cell of the Base Hourly Schedule by the appropriate pay factor given in Table 26.1.

<b>Schedule</b>	<b>Normal Pay Factor</b>	<b>Enhanced Pay Factor</b>
Lecture	1.86000	2.02000
Credit Lab 0.71	1.459 <sub>1</sub>	1.508 <sub>1</sub>
Credit Lab 1.00	1.86000	2.02000
Credit Lab 0.80	1.48800	1.61600
Credit Lab 0.75	1.395	1.51500
CDCP	1.50000	1.54200
Non-Credit	1.33000	1.38000

**Table 26.1**

- D. **Enhanced and Normal Pay Factors:** Enhanced pay factors will be used in determining instructional hourly salary schedules in those academic years in which the State provides categorical funding for Adjunct Faculty Salary Enhancement. Enhanced pay factors will be modified based on this categorical funding.

### **26.04 APPLICATION OF THE REVENUE CAP**

- A. There shall be a Revenue Cap on the application of the salary formula set forth in Article 26.02 under which faculty payroll costs are capped at a fixed percentage of the District's adjusted unrestricted general fund (UGF) revenue as set forth in Article 26.04.
- B. **Definitions**

<sup>1</sup> Pay factor effective Spring 2017.



**26.04.B. 1. Adjusted UGF Revenue.** For the purpose of calculating the Revenue Cap, the District's adjusted UGF revenue shall be for the year in which salary is being set and:

- a. include the sum total of all revenue received directly into the UGF,
- b. include the sum total of all transfers into the UGF from District funds other than the General Fund, less the first \$1 million
- c. exclude trust funds. For the purposes of this Article, excluded trust funds are funds that have all the following attributes:
  - 1) They are raised by groups within the District for a designated purpose that would not be funded but for the designated funds raised and held in trust by the District;
  - 2) The District does not exercise control over the funds and solely acts as a custodian and in a fiduciary role. If the District diverts any trust funds from the groups for whom the District holds them in trust, the funds shall be included in Adjusted UGF; and
  - 3) On District financial statements, they are classified as "amounts held in trust" and are not included as part of the District fund balance, and in Escape, are classified by a program code of 07xx, 08xx, or 09xx.

**2. Faculty Payroll Costs.** For the purpose of calculating the Revenue Cap, faculty payroll costs shall be for the year in which salary is being set and:

- a. include the sum total of all faculty salaries paid by the District from the UGF,
- b. include the sum total of the employer share of Medicare taxes, state unemployment insurance taxes, FICA, and workers' compensation insurance paid by the District on behalf of faculty from the UGF,
- c. include CalSTRS and other retirement benefits paid by the District on behalf of faculty from the UGF,

**C. Revenue Cap Percentage.** The percentage of adjusted UGF revenue that operates as a Revenue Cap on faculty payroll costs is 52.7 percent. The Revenue Cap under Article 26.04.C shall be 52.9 percent for the 2019-20 academic year, and 52.7 percent starting in 2020-21 and thereafter. These revisions shall be effective starting for the 2019-20 academic year.

**D. Application of and Exceptions to the Revenue Cap**

1. Application of the Revenue Cap. In any year that the application of Article 26.02 would cause faculty payroll costs to exceed the Revenue Cap set forth in Article 26.04.C, each cell of the salary schedule determined under Article 26.02 will be multiplied by the factor:

*(52.7% of Adjusted UGF Revenue) divided by (Faculty Payroll Costs as determined under Article 26.02)*

2. Article 26.04.D.1 shall be subject to the following exceptions:

- a. No cell of the salary schedule will be reduced from the previous year.
- b. If applying the statutory funded COLA to the previous year's faculty salary schedules would cause Faculty Payroll Costs to exceed the Revenue Cap set forth in Article 26.04.C, each cell of the faculty salary schedule determined under Article 26.02 will be multiplied by the factor:

*(Faculty Payroll Costs determined using the previous year's salary schedules with COLA applied) divided by (Faculty Payroll Costs as determined under Article 26.02)*

- 26.04.D.2.** c. The faculty adjusted salary schedule will revert to the Rank 10 salary schedule set forth in Article 26.02 in any academic year that the Management Team Salary Schedule is adjusted such that:
- 1) the dollar amount of a step of any classification is increased,
  - 2) a step is added to any classification, or
  - 3) the District implements a reorganization that affects management positions, and results in a net increase in payroll expenses. For the purposes of this section a management position is affected if:
    - a) the classification of a management position is raised to a higher range without a commensurate increase in job duties; or
    - b) a new management position is created at a particular classification to replace an existing position at a lesser classification.
- d. It is the mutual interest of AFA and the District to avoid the successive application of the Revenue Cap. The fiscal stability of the District is also a foundational interest of both AFA and the District. In the furtherance of these mutual interests, the District shall engage in meaningful, proactive steps to enhance revenues going forward, with the support and collaboration of AFA.
- 1) Therefore, the faculty adjusted salary schedule will revert to the Rank 10 salary schedule set forth in Article 26.02 in any academic year where the conditions for applying the Revenue Cap would occur for a third consecutive academic year, unless the Chancellor's Office has determined that the District requires immediate fiscal crisis intervention pursuant to Section III.4 of Accounting Advisory FS0505.
  - 2) In addition, no later than January 15 of the second year in which the Revenue Cap is being applied, the District will run a simulation and provide AFA with an initial prediction of whether known data indicates that the Revenue Cap would be triggered for a third year. If the January prediction is that the Revenue Cap would be triggered, the parties will immediately commence negotiations on Article 26. These negotiations shall be expedited, meaning that if the parties have not reached agreement by June 15, the matter shall be declared at impasse. The District shall also grant release time to facilitate the parties' ability to come to agreement before June 15.
3. **Timing of Revenue Cap Calculations**
- a. The District shall calculate Faculty Payroll Costs and Adjusted UGF Revenue for the year in which salary is being set based on its projected budget for that year, no later than one week after the state adopts a budget. For the purposes of transparency, the District will also run a simulation in January and May and provide this information to AFA.
  - b. Within ten (10) working days of AFA's request, the District shall provide AFA the written explanation of its calculations for Faculty Payroll Costs and Adjusted UGF Revenue.

- 26.04.D.3.**
- c. In any year in which an Article 26.02 salary increase is capped, the parties shall re-calculate Faculty Payroll Costs and Adjusted UGF Revenue based on the District's adopted budget for that year. If, upon re-calculation, Faculty Payroll Costs or Adjusted UGF Revenue would result in an upward adjustment to the faculty salary schedules as calculated under Article 26, the District shall make a one-time payment to faculty to cover the difference, unless the average individual adjustment is less than 0.5 percent, in which case the total amount of the adjustment shall be credited to AFA for its discretionary use. Payment of the adjustment, whether to faculty or AFA, shall occur no later than November 30<sup>th</sup>. This recalculation of the Faculty Payroll Costs or Adjusted UGF Revenue shall never result in a reduction of salary.
  - d. After any year in which the Article 26.02 salary increase has been capped, the parties shall re-calculate faculty salaries using that year's actual Faculty Payroll Costs and actual Adjusted UGF Revenue. If this re-calculation results in an increase to the faculty salary schedules for that year as calculated under Article 26, the District shall make a one-time credit to cover the difference by a method mutually agreed-upon between the District and AFA. The one-time credit shall occur no later than 30 days after the District certifies its financial report (CCFS-311) for that year to the Chancellor's office.
- E. Revenue Cap Productivity Analysis and Trust Funds Reports.** In any year that the Revenue Cap is applied, the District shall produce a Productivity Analysis Report and provide it to AFA no later than December 1st. The report shall include the following information pertaining to the current Fiscal Year, with longitudinal comparison to the prior three years:
- 1. Information on management positions
    - a. A list of all positions created within the last three (3) years, with title(s) and compensation
    - b. A list of all positions eliminated within the last three (3) years, with title(s) and compensation
    - c. A list of all currently-filled management positions, with titles and compensation
    - d. A list of all currently vacant management positions, with titles and most recent compensation
  - 2. Class size average
    - a. Aggregated
    - b. By campus – Santa Rosa/Petaluma
    - c. Online
  - 3. Class cancellations due to low enrollment
    - a. Aggregated
    - b. By campus – Santa Rosa/Petaluma
    - c. Online
  - 4. District-wide FTES
  - 5. The District will provide a report detailing all trust revenues and expenses by October 15<sup>th</sup> for the previous fiscal year.

- 26.05 COLLABORATION TO PROMOTE PRODUCTIVITY AND AVOID APPLICATION OF THE REVENUE CAP:** In Spring 2019, the District shall create a workgroup with the support of AFA. The workgroup shall include participation of AFA, the Academic Senate, and the co-chairs of the Department Chairs Council, to identify and pursue funding opportunities and strategies for maximizing on-going state funding under the evolving funding formula in ways that are consistent with the college's educational mission and the values expressed in its Strategic Plan, as of November 2018. To the extent a strategy or recommendation identified by the workgroup impacts the terms and conditions of employment, those impacts shall be negotiated with AFA before implementation. To the extent a strategy or recommendation falls within the 10 + 1 purview of the Academic Senate, it shall be referred to the Academic Senate. Specific responsibilities of the workgroup shall include:
- A. Identifying creative ways to increase faculty and management productivity under the terms set forth in the new funding formula, in ways that are consistent with the college's educational mission.
  - B. Studying the evolving funding formula to ensure that the workgroup is applying accurate definitions of productivity, and to enable the college to make accurate predictions about funding in future academic years, as well as identifying creative and student-focused ways to increase revenues.
  - C. Pursuing creative ways to increase enrollment, including online and dual enrollment, in ways that are productive of revenue under the new funding formula, and consistent with the college's educational mission.
  - D. Working to identify (not negotiate) areas of UGF faculty compensation that may reasonably and legally be reallocated to categorical funding.
  - E. "True up" class size maximums for in person classes, to the highest non-outlier class size. The true up will not result in an averaging of class sizes. The Parties agree that the true up is not for the purpose of negotiating class size maximums.

# Article 27: Salary Placement

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## 27.01 GENERAL INFORMATION

- A. **Salary Schedule Organization:** All faculty salary schedules consist of four (4) columns designated A, B, C, and D, each of which represents a salary class.
- B. **Units for Class Placement**
1. No more than five (5) lower division units may be applied to class placement. All other units will be upper division or graduate units.
  2. One (1) quarter unit equals two-thirds (2/3) of a semester unit.
  3. All units presented for class placement will be from accredited collegiate institutions and verified by transcripts submitted directly to the Human Resources Department.
  4. Lower division units taken in a faculty member's major field after the completion of a bachelor's degree will not apply to class placement.
  5. Lower division credit courses taken at recognized community colleges or four-year educational institutions that have a direct and demonstrated relationship to the faculty member's assignment may be applied with the approval of the Vice President of Academic Affairs. After initial class placement, all lower division units used for subsequent class advancement must have prior approval.
  6. Successful completion of designated District-sponsored in-service courses will apply towards class placement
- C. **Class Definitions:** Salary class definitions apply uniformly to contract and [adjunct faculty](#).
1. **Class A:** A faculty member qualifies for placement on Class A if the faculty member possesses the discipline-related [minimum qualifications](#) or equivalent.
  2. **Class B:** A faculty member qualifies for placement on Class B if the faculty member completes either fifty-five (55) units after completion of a bachelor's degree or twenty (20) units after completion of a master's degree.
  3. **Class C:** A faculty member qualifies for placement on Class C if the faculty member completes either seventy-five (75) units after completion of a bachelor's degree or forty (40) units after completion of a master's degree.
  4. **Class D:** A faculty member will be placed on Class D if the faculty member qualifies for placement on Class A and has earned a doctorate degree.
- D. **Class Placement:** A faculty member will be placed on the highest class for which that faculty member qualifies. All units and degrees presented for class placement on the salary schedule will be from accredited institutions or deemed equivalent by evaluation (27.01.D.2). The faculty member will submit all applicable transcripts directly to the Human Resources Department for verification.
1. Accredited Institution: All units and degrees presented for placement or advancement on the salary schedule must be from accredited collegiate institutions and shall be verified by transcripts. All degrees must be granted from an institution accredited by one of the six (6) regional accrediting associations or from accredited foreign institutions per provisions below.
  2. Equivalency Evaluation: The faculty member must demonstrate item a, b, or c and item d.

- 27.01.D.2.**
- a. Degrees and units from foreign institutions will be accepted by SRJC if they are verified as having been earned at an institution acceptable for either salary placement or acceptance into a graduate program at the University of California, Graduate Division, or any California State University graduate division, or any other graduate division of a regionally accredited college or university in the United States; or
  - b. It will be the responsibility of the faculty member to provide written documentation from a University of California, California State University, or other regionally accredited college or university in the United States verifying the acceptability of the foreign degree. This documentation must be in the form of a signed letter from a department or program administrator on official institution stationery. The letter will serve as part of the documentation to be submitted to the credentials evaluation service; or
  - c. The coursework and degrees are awarded by a college or university accredited by an official government accrediting body or the equivalent in the foreign country; and
  - d. Acceptance of units and degrees from foreign institutions are subject to a determination of equivalency by a credentials evaluation service jointly designated by the District and AFA. All costs associated with this evaluation will be borne by the faculty member.

**E. Class Placement Verification**

1. **Initial Class Placement:** A newly-hired faculty member will provide verification for units earned to the Human Resources Department within four (4) weeks of the date of hire. Documentation received after that date will result in movement not taking effect until the following semester.
  2. **Continuing Class Placement:** A continuing faculty member will provide verification for salary placement to the Human Resources Department by the first day of the semester. Documentation received after that date will result in movement not taking effect until the following semester.
- F. In 2015-17, AFA and the District will negotiate whether the provisions of 27.01.C.2 and 27.01.C.3 will be revised to allow more opportunity for class advancement in Career Technical Education disciplines, provided these allowances fit within the fiscal constraints of the District.

**27.02 STEP PLACEMENT FOR CONTRACT ASSIGNMENTS**

**A. Explanation of Steps on the Salary Schedule**

1. Each step equals a minimum of 75 percent full-time equivalent (FTE) experience at Santa Rosa Junior College or experience classified by the formulas provided for evaluation of previous experience.
2. Those faculty members with more than 67 percent but less than 75 percent FTE credit will accrue credit until one (1) FTE is reached; step advancement takes place annually at the start of the [academic year](#).

**B. Initial Step Placement**

1. A contract faculty member will be granted one (1) step credit toward initial step placement of faculty experience at the secondary level or at the post-secondary level for each year in which his/her load was 75 percent FTE or greater. For those years of such experience at less than 0.75 FTE, the credit will be granted on a prorated basis. No more than one (1) year's credit may be earned in one (1) academic year.

- 27.02.B.** 2. A contract faculty member will be granted 0.50 FTE credit towards initial step placement each year of approved full-time occupational experience related to the faculty assignment (or portion thereof). Experience used to satisfy the minimum qualifications for a [discipline](#) may not be used for step placement.
3. The maximum step credit earned from any combination of experience specified in 27.02.B.1-2 will be seven (7) steps for placement at Step 8, except as modified by the provisions of 27.02.B.4-5.
4. For a faculty member who has previous full-time faculty or administrative contract assignments in the District, the maximum step credit will be seven (7) steps plus one (1) additional step up to Step 16 for each year served in those assignments.
5. Initial step placement for a contract faculty member who has previous full-time faculty or administrative employment in the District will be no lower than the step placement of that previous employment.
6. The step placement of a District administrator who attains a full-time contract faculty assignment will be determined by the provisions of 27.02.B.

### **27.03 STEP PLACEMENT FOR HOURLY ASSIGNMENTS**

#### **A. Initial Step Placement for Adjunct Faculty**

1. Evaluation of previous experience will be according to the provisions of 27.02.B to determine placement credit. The maximum step credit earned from any combination of previous experience will be three (3) steps for placement at Step 4.
2. An adjunct faculty member performing an assignment after any break in service will retain the last column and step placement, with credit toward future step movement to the extent that records are available to document prior service.

#### **B. Step Advancement for Adjunct Faculty**

1. An adjunct faculty member currently on Step 1 or 2 will advance one (1) step upon completing four (4) semesters of instructional loads of greater than 6.7 percent while on his/her current step.
2. An adjunct faculty member currently on Step 4 or above will advance one (1) step upon completing four (4) semesters of instructional loads of greater than 13 percent while on his/her current step.
3. An adjunct faculty member will receive two (2) semesters step credit for each semester served in a full-time contract temporary regular assignment.

- C. Overload Assignments:** Current step placement for an overload assignment will be the greater of the faculty member's current step placement on the contract schedule and the faculty member's highest step placement while previously employed as an adjunct faculty member in the District, if applicable.

### **27.04 RETIRED FACULTY WITH ADJUNCT ASSIGNMENTS:** Upon retirement from CalSTRS and from the District, a contract faculty member maintains his/her hourly salary placement for subsequent adjunct faculty assignments.

# Article 28: Educational Leave

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## 28.01 GENERAL PROVISIONS

- A. **Access to Special Educational Leaves:** The District agrees to make available Special Educational Leaves, as follows:
1. Program and Resource Planning Process (PRPP): To be triggered by an annual program review procedure, which involves each department (through the chair of that department) and the appropriate supervising administrator.
  2. Loss of Regular Faculty Assignments under [District Policy](#) 3.6 and District Procedure 3.6P (see section 28.12): For regular faculty members who have lost all or part of their contract load assignments due to the discontinuance of a certificate or major under District Policy 3.6 and District Procedure 3.6P: Program Review, Evaluation, Revitalization and Discontinuance, who are not reassigned as described in paragraph 28.12.A.
- B. **Supplemental to Sabbatical Leaves:** Special Educational Leaves will be considered distinct from Sabbatical Leaves and will not affect the number of Sabbatical Leaves granted.

**28.02 NUMBER OF LEAVES:** Academic Affairs will determine and recommend the number of leaves to the Superintendent/President and the Board of Trustees for Board action.

## 28.03 SELECTION FOR SPECIAL EDUCATIONAL LEAVES

- A. **District Initiated:** Academic Affairs will initiate specific proposals (see section 28.04) with participation of the individual and the department, and the plan will represent an effort to directly resolve a perceived program change, requirement, or future need.
- B. **Demonstration of Need:** Potential needs will be identified by various indicators, such as a Program and Curriculum Review.
- C. **Proposal Review**
1. A review committee (see section 28.05) will review each proposal with the concerned department chair and faculty member involved.
  2. Academic Affairs will establish criteria for selection and time schedules.

## 28.04 SPECIAL EDUCATIONAL LEAVE PROPOSAL

- A. **Forms:** The Office of Academic Affairs will provide the forms on which the proposal will be submitted.
- B. **Content:** The proposal will include the following:
1. A statement of the purpose and objectives to be undertaken.
  2. Methodologies and rationales.
  3. If for higher education, a course of study outline.
  4. A detailed course of action that is consistent with the statement of purpose and describes the nature of the leave.
  5. A summary statement that speaks to each of the following:



- 28.04.B.5.**
- a. Purpose of the leave, including a statement of the department's need for the proposed activity.
  - b. Objectives of the leave, including an outline of changes planned upon return from the leave.
  - c. How the study or project will enhance the individual's worth and effectiveness in his/her work in the District.
  - d. How the study or project will benefit the students subsequently enrolling in his/her course upon returning from the Special Educational Leave.
  - e. How the study or project will benefit the faculty member's colleagues in the District.

**28.05 SPECIAL EDUCATIONAL LEAVE REVIEW COMMITTEE:** A committee consisting of an unaffected senator appointed by the Academic Senate, an unaffected department chair appointed by the department chairs, and a representative of Academic Affairs will review the proposal. The results of the review will be advisory to the Superintendent/President.

**28.06 SPECIAL EDUCATIONAL LEAVE OPTIONS:** Academic Affairs will determine and recommend the length of this leave to the Superintendent/President and Board of Trustees for Board action.

**28.07 SERVICE AGREEMENT:** The District and the individual faculty member involved will conclude a contract which specifies the specific terms under which the leave will be undertaken and other matters related thereto.

**28.08 COMPENSATION**

- A. **Amount:** Academic Affairs will determine and recommend the amount of compensation to the Superintendent/President and Board of Trustees for Board action.
- B. **Service Credit:** Individuals on leave will receive service credit for the entire period of the leave.
- C. **Retirement:** Both the employee and the District will make retirement contributions.
- D. **Benefits:** During the leave, all of the employee's benefits will be maintained at the same level of coverage and at the same level of cost sharing, if appropriate, as prior to the effective date of the leave.

**28.09 SABBATICAL ELIGIBILITY**

- A. **One (1) Semester:** Semester-length (or greater) Special Educational Leaves will be considered equivalent to Sabbatical Leaves for the purposes of entitlement to future Sabbatical Leaves.
- B. **Less Than One (1) Semester:** Special Educational Leaves of less than a semester in length will not be considered equivalent to a Sabbatical Leave.
- C. **Future Sabbatical Eligibility:** The return to full-time status following a semester-length (or greater) Special Educational Leave will initiate the beginning of a new six-year Sabbatical Leave eligibility cycle.

## **28.10 RETURN AGREEMENT**

- A. **Salary:** An instructor granted a Special Educational Leave in accordance with provisions of the Education Code will receive full credit for advancement on the salary schedule.
- B. **Seniority:** An instructor granted a Special Educational Leave in accordance with provisions of the Education Code will receive full credit for advancement on the faculty seniority list.
- C. **Leave Report:** Within sixty (60) days following the completion of the Special Educational Leave, the individual will file a report with the department chair, Academic Affairs, and the Board of Trustees detailing the accomplishments of the leave and plans for implementation.
- D. **Implementation Report:** The department chair will file a report with Academic Affairs evaluating the result of the first year of implementation of the resulting new curriculum or programs, and the report will be presented to the Board of Trustees.

**28.11 TIME SCHEDULE:** All processes pertaining to this leave must be completed prior to the beginning of the fall or spring semester in which the leave is to be granted.

## **28.12 SPECIAL EDUCATIONAL LEAVE: LOSS OF REGULAR FACULTY ASSIGNMENTS UNDER DISTRICT POLICY 3.6 AND 3.6P**

- A. **Regular faculty reassignment:** The Vice President of Academic Affairs/Assistant Superintendent (VPAA/AS), in consultation with the faculty member, the supervising administrator, and the department chair(s), may reassign a regular faculty member who loses all or part of his/her typical contract load in a certificate or major that has been discontinued under the provisions of [District Policy 3.6](#) and District Procedure 3.6P: Program Review, Evaluation, Revitalization and Discontinuance. This reassignment will be based on the qualifications of the faculty member and the needs of the District.
- B. **Special Educational Leave**
  - 1. The District agrees to make available special educational leaves for regular faculty members who have lost all or part of their assignments due to the discontinuance of a certificate or major under District Policy 3.6 and District Procedure 3.6P who are not reassigned as described in paragraph 28.12.A.
  - 2. These provisions apply to regular faculty contract load only and do not apply to hourly assignments for regular faculty.
  - 3. The proposed leave may be for the applicant's entire contract load or for part of the load.
- C. **Approval Process**
  - 1. An individual faculty member, in consultation with the AFA, will initiate the special educational leave proposal and submit it to the VPAA/AS.
  - 2. The VPAA/AS will consult with the Ad Hoc Special Educational Leave Review Committee (described in paragraph 28.12.E below), and, following that dialogue, will forward to the Superintendent/President his/her recommendations.
  - 3. The Superintendent/President will make a recommendation to the Board of Trustees.
  - 4. The Board of Trustees makes the final decision to approve or not to approve the leave.

**28.12.D. Special Education Leave Request:** The faculty member will submit a proposal to the VPAA/AS that includes the items below.

1. A statement of how Policy 3.6/3.6P has resulted or may result in the reduction or elimination of the applicant's contract teaching assignment, excluding overload.
2. A list of options for reassignment within the department or in another department.
3. An explanation of how the studies undertaken during the leave will train or prepare the applicant to perform a different assignment and/or move into a different discipline/department.
4. Identification of a specific course of study or degree at specific educational institution(s), if the leave is for the purpose of further higher education, in order for a faculty member to meet minimum qualifications in a different discipline.
5. A statement regarding the proposed duration of the leave and a date when the faculty member expects to return to full employment.
6. A statement regarding proposed compensation during the leave.

**E. Special Educational Leave Review Committee:** The VPAA/AS will assemble a review committee consisting of a faculty member appointed by the Academic Senate, a faculty member appointed by the AFA, and two (2) representatives of Academic Affairs. The committee will consult with all department chairs whose departments will be impacted by a proposed leave and/or reassignment. The results of the review will be advisory to the VPAA/AS and the Superintendent/President.

**F. Agreement**

1. The applicant will sign a *Special Educational Leave Contract and Promissory Note* between the District and the applicant that specifies the terms under which the leave will be undertaken, the terms of compensation, the stipulations upon return, and the consequences for failure to fulfill the terms of the contract.
2. The Board of Trustees must approve the written and signed *Special Educational Leave Contract and Promissory Note* before the leave is taken.

## Article 29: Substitutes and Reporting Faculty Absences

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**29.01 REPORTING FACULTY ABSENCE:** All faculty members (regular and adjunct) shall report an absence whenever they will not be present to conduct class or meet work obligations for any reason. A *Notice of Absence Form* needs to be generated except for absences due to District business. A *Travel Request Form* needs to be generated for out-of-District travel or travel for which reimbursement is sought. Absences must be reported daily; however, if an absence of longer than one (1) day is expected, the faculty member shall attempt to indicate the anticipated length of the absence when reporting his/her need for sick or other requested leave.

A. **Notice of Absence:** For ALL absences from assigned duties, class(es) or work hours/days, including absences covered by a colleague, the faculty member must submit a *Notice of Absence Form* or a *Travel Request Form*, as specified below. If a faculty member has not filed a *Notice of Absence Form* indicating a valid reason for absence or a *Travel Request Form*, faculty pay will be docked.

1. **Full or Partial Days:** For a faculty member who misses a full day of work, a full day of leave will be deducted, no matter how many hours were scheduled for actual classes or assigned duties. Partial days: "A faculty member who is absent for less than one (1) full day shall have deducted from his/her accumulated leave the pro-rata portion of a day based on the ratio of duty hours absent to the total number of required assigned hours for that day." (See [Article 18: Leaves](#), paragraph 18.02.A.4.a-b.)

2. **Absence for District Business or Travel:** If a faculty member is performing approved District business within the boundaries of the District at educational sites the District serves, attending a professional conference, coaching a traveling team, or participating in a hiring committee or other designated work, the faculty member shall not be required to fill out a *Notice of Absence Form*. Absence on official or approved District business is considered a working day and no deduction shall be made. For travel outside of the District, conferences, or other excused reasons for leaving the campus on a work day, a *Travel Request Form* shall be required. (Note: For Athletics or other group trips, the department, group, or program can submit one (1) *Travel Request Form*. [For example, a coach traveling with a team may submit one (1) form per sport and attach the schedule of games.]) Approval of the *Travel Request Form* does not necessarily mean the approval of a substitute.

3. **Absence from PDA or Incomplete Flex Hours:** Faculty who are absent from a mandatory Professional Development Activity Day must file a *Notice of Absence Form*. If faculty members do not complete the required number of Flex hours, they must file a *Notice of Absence Form* for any remaining hours of their Flex obligation. (See [Article 22: Professional Development](#), paragraphs 22.03.B—Contract Faculty Obligation and 22.03.C—Adjunct Faculty Obligation.)

- 29.01** A. 4. **Regular Faculty Absence from Graduation:** Graduation is one (1) of the one hundred seventy-seven (177) required working days in the AFA Contract. Faculty members who anticipate an absence due to a matter of personal importance, such as a family graduation or wedding, must send a written inquiry (email is acceptable) to the District Superintendent/President for approval. If approved, the absence is considered "personal necessity," and a *Notice of Absence Form* is required. The department chair and the supervising administrator shall approve all other absences. A *Notice of Absence Form* or *Travel Request Form* is required for all other approved absences.
5. **Faculty Absences During Final Exams Week:** A faculty member may be allowed to deviate from the published final schedule only if the change will not create a final schedule conflict or other hardship on students or if it is in the best interests of the District and students. Any such change requires prior approval of the department chair and supervising administrator, and must be communicated to the students and the Vice President of Academic Affairs immediately.
- B. **Doctor's Release:** Whenever a faculty member claims Sick Leave for ten (10) or more consecutive working days, the District may require the faculty member to provide a written verification by his/her physician of the need for Sick Leave. (See [Article 18: Leaves](#), paragraph 18.02.A.2.)

**29.02 QUALIFICATIONS OF SUBSTITUTES:** Substitute assignments must be offered to a qualified person who meets the required minimum qualifications for the assignment.

**29.03 DESIGNATING A SUBSTITUTE ASSIGNMENT:** Only the District can appoint a substitute or determine class coverage.

- A. **Decision to Hire:** The department chair, or program coordinator/director if there is no department chair, will recommend the necessity of hiring a regular or adjunct faculty member for a substitute assignment; however, the supervising administrator must approve the substitute and any increase to faculty load. Factors to consider include:
1. Unavailability of regular faculty colleagues to cover the assignment.
  2. Anticipated duration of the absence.
  3. Nature of the assignment.
  4. Impact on students.
- B. **Regular Faculty:** Regular faculty may occasionally "cover" assignments for absent colleagues, in lieu of the District hiring a substitute instructor. A faculty member who has arranged for a regular faculty colleague to cover a class must notify the department chair and the administrative assistant for the department prior to his/her absence about who will be covering what class on what date. This coverage is considered a professional courtesy, not a "trade," and a *Notice of Absence Form* or *Travel Request Form* is required.

**29.03 C. Adjunct Faculty:** Adjunct faculty members shall not “cover” assignments without compensation, but must be hired as substitutes if they are to provide substitute services for faculty members who are absent.

1. Adjunct faculty must notify the department chair of any absence and cannot simply “trade” with another faculty member. Trading between adjunct faculty members is not allowed. The District will not compensate a substitute unless the department chair or supervising administrator authorizes a substitute and the adjunct faculty member files a *Notice of Absence Form*.
2. Adjunct faculty loads exceeding 67 percent require the approval of the appropriate vice president before the assignment is offered. The District has the right to limit short-term substitute and leave replacement assignments such that an adjunct faculty member does not exceed 67 percent in any given semester or does not exceed 67 percent for more than two (2) semesters in a six-semester period. (See sections 29.04.B and C.)

**29.04 TYPES OF SUBSTITUTE ASSIGNMENTS:** There are three (3) different types of substitution, defined below. The substitute and leave assignments itemized below do not count toward the “usual load” or “established load” provisions of Article 16: Hourly Assignments.

**A. Day-to-Day Substitute Assignment**

1. A “day-to-day substitute” assignment is defined as one in which a faculty member acts as a substitute when it is not known from one day to the next whether the substitute assignment will continue to be needed (for example, a substitute for a faculty member with jury duty or for a faculty member with an illness or injury of unknown duration).
2. This type of assignment is not to be used for the purpose of calculating eligibility for contract or regular faculty status (i.e. the assignment is “not loaded”).
3. Substitutes will teach classes and perform routine grading.
4. Day-to-day substitutes must be approved by the supervising administrator.

**B. Short Term Substitute Assignment**

1. For the purposes of this article, a “short term” substitute assignment is defined as an assignment of less than a semester when the period of absence is known to the District (for example, when a doctor’s letter is received by the District specifying the duration of a faculty absence due to illness or injury).
2. A short-term substitute assignment is used for the purpose of establishing eligibility for a regular or contract load (i.e., the assignment is considered “loaded”). The short-term substitute does not become the instructor of record, except in the case of resignation or termination of the instructor of record.
3. Substitutes will teach classes and perform routine grading.
4. A short-term substitute assignment is paid at the hourly assignment rate, whether above or below 67 percent.
5. The supervising administrator, in consultation with the Vice President of Academic Affairs, approves short-term substitute assignments.

**C. Leave Replacement Assignment**

1. A “leave replacement” assignment is a semester-length assignment exceeding 67 percent in which a faculty member is temporarily replacing a full-time faculty member who is taking an approved leave, such as a Sabbatical Leave or an extended medical leave. The temporary faculty member is identified as the instructor of record.

- 29.04.C.2.** Adjunct and temporary faculty members are allowed to perform such assignments for no more than two (2) semesters during any six-semester period, except for clinical nursing faculty. As authorized by Ed Code [87482\(b\)](#) and (c1), clinical nursing faculty may be assigned for up to four (4) semesters in any three (3) consecutive academic years between July 1, 2007 and December 31, 2015, inclusive.
3. A leave replacement load exceeds 67 percent, and it will be paid on a pro-rata basis. A leave replacement faculty member may be eligible for pro-rated benefits.
  4. Leave replacement assignments must be approved by the Vice President of Academic Affairs or the Vice President of Student Services, as appropriate.
- 29.05 SUBSTITUTE BUDGET:** The District shall create and fund a budget to cover payment for substitute assignments.

# Article 30: Tenure Review

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## 30.01 PROFESSIONALISM IN THE TENURE REVIEW PROCESS

- A. **Tenure:** The Sonoma County Junior College District recognizes that tenure, by protecting academic freedom, constitutes a basic tenet of professionalism in higher education. The decision to grant tenure is an affirmative act, based on fair, reasonable, and professional evaluation of a probationary faculty member. Tenure review is organized on a departmental basis and conducted by the tenure review team appointed for each probationary faculty member.
- B. **Responsibility:** Faculty and District administration share the responsibility for tenure review. The tenure review teams and the District administration reach conclusions regarding renewal of contracts and the granting of tenure, and also address and affirm the need "to recognize and acknowledge good performance, and to enhance satisfactory performance; help employees who are performing satisfactorily further their growth, to identify weak performance and assist employees in achieving needed improvement, and to document unsatisfactory performance." ([AB 1725 section 4\[v\]\[4\]](#) .)
- C. **Ethical and Professional Behavior:** Tenure review is a serious process demanding the highest ethical and professional behavior by all participants.
  - 1. **Confidentiality:** To protect the rights of the probationary faculty member and all other participants, all aspects of tenure review are to be kept in the strictest confidence except when shared with legal counsel. All participants in the evaluation process, with the exception of the evaluatee, will maintain confidentiality unless:
    - a. Comments of participants, or the evaluation documents, are required in response to the demands of the conciliation/grievance process or legal procedures.
    - b. Information needs to be shared with TREG, legal counsel, or other District employees identified by TREG.
  - 2. **Objectivity:** The tenure review team will maintain objectivity during the process. If any participant in the tenure review process believes lack of objectivity is influencing the proceedings, the participant should refer the matter to one of the following:
    - a. The Vice President of Human Resources for matters related to protected groups.
    - b. The next level of administration for matters related to professional and ethical behavior of the supervising administrator on the team.
    - c. The All Faculty Association (AFA) Conciliation/Grievance Officer for any concern or question the faculty member might have about the objectivity and/or confidentiality of the process. If the Conciliation/Grievance Officer determines that a concern about confidentiality and/or objectivity relates to a grievable action that has already occurred, the Conciliation/Grievance Officer will process according to Article 11: Conciliation/Grievance/Arbitration. Additionally, AFA and the District have a mutual interest in identifying, when necessary, preemptive adjustments to this Agreement to provide for constructive and collegial evaluation and tenure review processes. Therefore, if the Conciliation/Grievance Officer determines that the concern about confidentiality and/or objectivity does not relate to any grievable action that has yet occurred, then the Conciliation/Grievance Officer will refer the matter to TREG (§14A.16.D.5).



**30.01.C.2. d.** When any issue related to tenure has been brought to the attention of the AFA, Academic Senate, or a District management member, that person will report that issue and any related information to the Tenure Review and Evaluations Group (TREG).

3. **Contract Violation:** If any faculty member involved in the process believes that provisions of the Contract are being violated by activities undertaken during the tenure review process, s/he should contact the AFA Conciliation/Grievance Officer. Any administrator who perceives a contract violation should contact the appropriate vice president.

### **30.02 FOUR-YEAR PROCESS**

- A. **Contracts:** The tenure review period typically covers four (4) academic years, starting in August of the first year. Three (3) separate contracts cover the regular workload of the probationary faculty member during the four (4) academic years and hourly assignments undertaken during those four (4) years are also included in the tenure review period.
  1. **Contract I** covers Year 1 of employment; it is referred to as: Contract I - Year 1. This is normally one (1) full academic year beginning with the fall semester. For "late hires," the first year includes any fractional academic year. (See paragraph 30.02.B and section 30.14.)
  2. **Contract II** covers Year 2 of employment; it is referred to as: Contract II - Year 2.
  3. **Contract III** covers Years 3 and 4 of employment; it is referred to as: Contract III - Year 3, and Contract III - Year 4.
  4. **Hourly Assignments** undertaken during the tenure review period. Probationary faculty may perform hourly assignments as outlined in [Article 16: Hourly Assignments](#), paragraph 16.04.C.2.
- B. **Late Hire:** In the case of a faculty member hired to start after the forty-fourth (44<sup>th</sup>) day of the regular fall semester, or one who is unable to complete at least 75 percent of an annual assignment during the academic year, the tenure review process will include only observation reports, student evaluations, summaries of student evaluations, and team member suggestions and recommendations during the partial academic year. This fractional academic year will be treated as a part of Contract I. The usual tenure review process will resume with the start of the upcoming full academic year and will include observation reports, student evaluations, summaries of student evaluations, and team member suggestions and recommendations from the fractional year. (See section 30.14.)

### **30.03 COMPREHENSIVE PROCESS**

- A. **Comprehensive Process**
  1. **Involvement:** Tenure review is a comprehensive process that requires the involvement of students, faculty, and administrators in all aspects of a probationary faculty member's performance during the four-year tenure review period.
  2. **Classified Staff Participation in Tenure Review Process:** Classified staff participation in assessing probationary faculty student contact job performance, when deemed appropriate by the tenure review team, will be accomplished via confidential response to a set of questions submitted to TREG for review and approval prior to their use.

- B. **Four Areas of Job Performance Evaluation:** As with all faculty evaluations in the Sonoma County Junior College District, the evaluation of probationary faculty members aims at ensuring the highest quality of teaching and professionalism by providing a comprehensive and meaningful assessment of a faculty member's performance in all four (4) aspects of a faculty member's job. (See [Article 17: Job Descriptions](#), section 17.01: General Job Description: All Faculty Members.) These areas include:
1. **Student Contact:** both instructional and allied assignments — through observations, written student evaluations, and other student concerns or complaints brought to the attention of, and verified by, the department chair or supervising administrator.
  2. **College Service:** both department and District activities — through the probationary faculty member's *Self-Assessment/Duties Assessment* and discussion with the probationary faculty member and his/her colleagues.
  3. **Professional Service and Development:** service in community, state, and national faculty and/or professional organizations, as well as maintenance of discipline and technological currency — through the probationary faculty member's *Self-Assessment/Duties Assessment* and discussion with the probationary faculty member and his/her colleagues.
  4. **Other Required Duties:** Other required duties include those activities mandated by other sections of the AFA/District Contract, District Policies and Procedures, or local, state, or federal statute, such as keeping office hours and turning in census rosters and grades on time. This portion of faculty duties will be performed according to established dates or deadlines, as well as in adherence to District policies.
- C. **District and Department Service and Professional Development Plan:** Each probationary faculty member, in consultation with the tenure review team, will develop a plan to address the probationary faculty member's obligation for district and department service and professional development.
1. Depending on individual experience, interests, and department and District needs, the probationary faculty member and the tenure review team will have the flexibility to design a district and department service and professional development plan.
  2. The probationary faculty member and the tenure review team will review and revise the district and department service and professional development plan annually in the Fall semester, by the end of the fourth week. The probationary faculty member and the tenure review team will consider service on a departmental or District-wide committee or council and curriculum revision in the college service/professional development plan. The plan will be included in the yearly tenure review report.
  3. Probationary faculty members will participate in the New Faculty Professional Learning (NFPL) program during their first year. The NFPL program includes a) an orientation meeting and four 2.5-hour workshops in the Fall and b) five 2.5-hour workshops in the Spring. Probationary faculty members and the tenure review team may collaboratively develop an equivalent activity plan to substitute for participation in the Spring NFPL workshop offerings. The tenure review team will submit a copy of the equivalent activity plan to the VPAA by the end of the probationary faculty member's first semester.

**30.03.C.4.** The NFPL program will be developed by the Academic Senate with collegial support from the faculty professional development coordinator(s) and approved by the VPAA. AFA representatives may participate in developing workshop offerings for the NFPL program that are relevant to union membership and activities and matters relating to the scope of representation, and may choose to offer those workshops during the first semester of the program.

5. Probationary faculty members may serve on hiring committees upon the request of the department chair, recommendation of the supervising administrator, and approval of the Vice President of Academic Affairs/Assistant Superintendent (VPAA/AS). The probationary faculty member may, without prejudice, accept or decline this request to serve on a hiring committee.

**30.04 TENURE REVIEW TEAM COMPOSITION:** The composition of the tenure review team is the same for each year of the tenure review process, except under the circumstances described in paragraphs 30.04.B.1 – 3. No later than the end of the fourth week of the fall semester of each year, the supervising administrator for each tenure review team will report team membership to Academic Affairs.

A. **Team Members:** Team members include:

1. **Department Chair**

- a. The current department chair in office during each year of the tenure review process. A nontenured department chair may not serve in this capacity.
- b. For programs without an elected department chair, the supervising administrator or his/her faculty designee will act as department chair.

2. **Discipline Peer:** One of the following:

- a. A regular faculty member in the same or a related discipline within the department, selected by the department chair in consultation with the supervising administrator.
- b. A regular faculty member from a different department, but in a related discipline, with approval of both departments and the probationary faculty member.

3. **Supervising Administrator:** One of the following:

- a. For probationary instructional faculty at the Santa Rosa campus, the Public Safety Training Center, or the Shone Farm Center: the supervising administrator for that cluster.
- b. For probationary instructional faculty (only) assigned to the Petaluma campus: the Petaluma campus dean for that discipline.
- c. For probationary allied faculty in the Counseling and Disability Resources Departments: the site-specific Student Services supervising administrator in consultation with the Dean of Counseling and Support Services.
- d. For probationary allied faculty in the Learning Resources and Educational Technology Department (all locations): the Dean of Learning Resources and Educational Technology.

B. **Changing the Team Members**

1. **Department Chair:** When another person is elected as department chair, or a different supervising administrator is assigned to a department where there is no elected department chair, the membership of the tenure review team will reflect that change.

- 30.04.B. 2. Discipline Peer:** If any faculty team member is not able to complete the full process due to absence or removal from the team, the department chair in consultation with the supervising administrator on the team will appoint a replacement following standard department procedures.
- 3. Supervising Administrator:** When a different person becomes the supervising administrator, the membership of the tenure review team will reflect that change. If the supervising administrator is not able to complete the full process due to absence or removal from the team, the VPAA/AS will appoint a replacement to take his/her place.

**C. Special Situations**

- 1. Assignment in More than One Department:** In the event that a probationary faculty member is hired to perform assignments in more than one (1) department, each of these departments may appoint one (1) faculty member to the tenure review team — either the department chair or the discipline peer. These departments will agree which is appointing the department chair and which the discipline peer, and make their appointment by the end of the fourth week of the initial semester of employment. In the event that the departments are unable to reach agreement on their own, the supervising administrator will supervise a selection by lot to determine which department makes which appointment.
- 2. Assignment in More than One Cluster:** In the event that a probationary faculty member is hired to perform an assignment in more than one (1) cluster, the VPAA/AS will determine who will serve as the supervising administrator for purposes of tenure review by the end of the fourth week of the initial semester of employment.
- 3. Assignment in More than One Component:** In the event that a probationary faculty member is hired to perform an assignment in more than one (1) component area, the component vice presidents will determine who will serve as the supervising administrator for purposes of tenure review by the end of the fourth week of the initial semester of employment.
- 4. Team Member Performance:** If, in the opinion of any team member, another team member is not performing the job required of a tenure review team member, or not performing in a manner reflecting the highest professional and ethical standards, the concern should be brought to the attention of TREG and other appropriate individuals. (See section 30.01.C.2 and paragraph 30.12.A.)

**30.05 SUMMARY OF DUE DATES AND TIMELINE:** The recommended due dates related to items 30.05.A.2-4, 6-8, and 10 through 14 below are intended to provide an orderly sequence for the timely and thoughtful preparation of required documents, reports, and recommendations, in order to comply with the required due dates related to items 30.05.A.5 and A.9. Nonperformance of required duties by a probationary faculty member may result in a recommendation of "Do not reemploy." Nonperformance of required duties by a department chair or discipline peer may result in a less-than-satisfactory conclusion in the faculty member's subsequent evaluation.

**A. Faculty Hired to Start at the Beginning of the Fall Semester**

- 1. End of the Fourth Week of Fall Semester (Required)**
  - a. *Self-Assessment/Duties Assessment* due to the supervising administrator on the team.
  - b. Class schedule and syllabi due to the supervising administrator on the team.
  - c. Other forms of student contact due to the supervising administrator on the team.

- 30.05.A.1. d. Supervising administrator reports membership of the tenure review team to the Dean of Curriculum and Educational Support Services.
2. **Last Day of Fall Semester Classes (Before Final Exam Period) (Recommended)**
    - a. Observation reports and student evaluations completed.
    - b. Summaries of student evaluations completed.
    - c. *Team Member Reports* completed.
  3. **Last Day of Fall Semester Final Exams (Recommended)**
    - a. *Team Member Reports* reviewed with the probationary faculty member.
    - b. Tenure review team meets, agrees on author and content of the *Yearly Report*.
  4. **End of First Week of Spring Semester Classes (Recommended)**
    - a. Probationary faculty member delivers responses, if any, to *Team Member Reports* to the supervising administrator on the team.
    - b. *Yearly Report* and *Minority Yearly Reports* completed.
    - c. Meeting between the probationary faculty member and the tenure review team to discuss the *Yearly Report*.
  5. **Last Working Day of January (Required)**
    - a. Supervising administrator delivers *Yearly Report*, *Minority Yearly Reports*, and portfolio to the Dean of Curriculum and Educational Support Services.
    - b. Probationary faculty member delivers his/her responses, if any, to the *Yearly Report* to the Dean of Curriculum and Educational Support Services.
  6. **February 10 (Recommended):** Dean of Curriculum and Educational Support Services completes the administrative review, attaches the *Administrative Sign-off Sheet* to the tenure review file, and routes to the appropriate reviewers and the VPAA/AS.
  7. **February 15 (Recommended):** VPAA/AS makes a recommendation on tenure or early tenure to the Superintendent/President.
  8. **February 25 (Recommended):** Superintendent/president makes a recommendation on tenure or early tenure to the Board of Trustees.
  9. **On or Before March 15 (Required):** Board of Trustees makes a decision on the recommendations on tenure or early tenure.
  10. **Within Ten (10) Days after the Board Meeting (Recommended):** Superintendent/President sends a written notification of the Board's decision to the probationary faculty member and the Human Resources Department.
  11. **March 15 (Recommended):** All tenure review files are returned to the Human Resources Department.
  12. **March 16 to 30 (Recommended):** Tenure review files are available for review at a location established by the Human Resources Department. (See paragraph 30.13.B.)
  13. **May 15 (Recommended)**
    - a. Spring semester observation reports and student evaluations completed.
    - b. Spring semester summaries of student evaluations completed.
    - c. Spring semester *Team Member Reports* completed.
  14. **August 15 (Recommended)**
    - a. Intersession and summer term observation reports and student evaluations completed.

- 30.05.A.14** b. Intersession and summer term summaries of student evaluations completed.  
c. Intersession and summer term *Team Member Reports* completed.
- B. **Late Hire Faculty:** (See paragraph 30.02.B. and section 30.14.) All dates in 1 to 5 below are recommended dates.
1. **End of Fourth Week after Assignment Begins**
    - a. *Self-Assessment/Duties Assessment* due to the supervising administrator on the team.
    - b. Class schedule and syllabi due to the supervising administrator on the team.
    - c. Other forms of student contact due to the supervising administrator on the team.
  2. **Last Day of Fall Semester Classes (before Final Exam Period)**
    - a. Observation reports and student evaluations for fall semester completed.
    - b. Summaries of student evaluations completed.
    - c. Team member recommendations and suggestions delivered to the probationary faculty member.
  3. **Last Day of Spring Semester Classes (before Final Exam Period)**
    - a. Observation reports and student evaluations for spring semester completed.
    - b. Summaries of student evaluations completed.
    - c. Team member recommendations and suggestions delivered to the probationary faculty member.
  4. **August 15**
    - a. Observation reports and student evaluations for intersession and summer term completed.
    - b. Summaries of student evaluations completed.
    - c. Team member recommendations and suggestions delivered to the probationary faculty member.
  5. **First Day of the Next Fall Semester:** Tenure review process continues (see paragraphs 30.05.A.1 through 14) and includes all the reports and materials from the prior partial academic year.

### **30.06 DOCUMENTATION OF THE TENURE REVIEW PROCESS**

- A. **Tenure Review Portfolio Contents:** The supervising administrator on the team will collect all documentation related to the tenure review process for each probationary faculty member, including items 30.06.A.1 – 4 as outlined below, assemble the documentation into a portfolio, and forward the portfolio to the Dean of Curriculum and Educational Support Services, who will certify its completeness, and forward it to the appropriate reviewers and the VPAA/AS for review. The portfolio will include:
1. **Probationary Faculty Member *Self-Assessment/Duties Assessment*:**  
The probationary faculty member will prepare this document to assess his/her strengths and areas for improvement, to document College service and professional service and development, as well as to respond to prior tenure review process reports and suggestions. The probationary faculty member will submit this document to the supervising administrator serving on the tenure review team no later than the end of the fourth week of the first fall semester of employment and no later than the end of the fourth week of each fall semester in subsequent academic years. (See section 30.07.A. For late hires, see paragraph 30.02.B and section 30.14.)

- 30.06.A.2. Summary of Student Evaluations:** This document covers all student evaluations conducted during each academic semester, intersession or summer term. Only a summary of student evaluations will be included in the portfolio. The summary will include tallies of responses to the questions and unedited transcripts of all written comments. The supervising administrator will prepare and include the fall semester summary in the probationary faculty member's portfolio no later than the last day of fall semester classes. (See paragraph 30.08.C.3.b.) Summaries for the spring semester or summer terms will be added to the portfolio no later than May 15 for the spring semester and August 15 for the intersession and/or summer term.
3. **Team Member Report:** This report documents each team member's evaluation of the probationary faculty member's job performance for the prior year. The supervising administrator will collect all *Team Member Reports* and any supporting documentation, and include them as part of the probationary faculty member's portfolio no later than the last day of fall semester classes. (See sections 30.08.C and D.)
  4. **Yearly Report:** This report summarizes the team's conclusions with regard to the evaluation of all three (3) portions of the probationary faculty member's job performance for the prior year. In all years but Year 3, the *Yearly Report* will include a recommendation with regard to further employment status. The supervising administrator will collect this document, any *Minority Yearly Reports* and any supporting documentation and include these items with the probationary faculty member's portfolio no later than the last day of classes of the first week of the following spring semester. (See section 30.08.E.) The reports along with the portfolio will be delivered to the Dean of Curriculum and Educational Support Services by the last working day of January of each year.
  5. **Vice President's Report:** In the event that special circumstances identified in Article 30 require the intervention of a vice president, the VPAA/AS will prepare and submit a *Vice President's Report* along with supporting documentation, to the Dean of Curriculum and Educational Support Services for inclusion in the portfolio no later than February 15 of each year. (See section 30.09.)
  6. **Administrative Sign-off Sheet:** This sheet includes the names, positions and signatures of those individuals who have reviewed the portfolio each year. The Dean of Curriculum and Educational Support Services will attach this sign-off sheet and route it to the appropriate individuals for review and signature and then to the VPAA/AS no later than February 10 of each year. (See section 30.13.)
  7. **Superintendent/President's Recommendation:** The Superintendent/President makes a recommendation to the Board of Trustees with regard to further employment status of the probationary faculty member no later than February 25 of each year. (See section 30.10.) A copy of the *Superintendent/President's Recommendation* will be sent to the Human Resources Department for inclusion in the probationary faculty member's portfolio.
  8. **Board of Trustees Decision:** The Board of Trustees will take action on the recommendation and will make a decision with regard to the further employment status of the probationary faculty member on or before March 15<sup>th</sup> or each year. The Superintendent/President will send a written notification of the board's decision to the probationary faculty member and to the Human Resources Department for inclusion in the probationary faculty member's portfolio within ten (10) days after the meeting at which the board makes its decision. (See section 30.11.)

- 30.06.A. 9. Written Responses:** If the probationary faculty member submits any written material in response to tenure review documentation according to the written procedures on each of the report forms, that material will become part of the portfolio. (See sections 30.08, 30.09, and 30.10.)
- B. Tenure Review Portfolio Maintenance:** The portfolio is cumulative from year to year. During the process, the portfolio is filed in a confidential manner in the Human Resources Department, where the supervising administrator on the team may retrieve it for team use each year. The Human Resources Department is also responsible for confidential storage of the portfolio at the conclusion of the tenure review process.
- 30.07 ROLE OF PROBATIONARY FACULTY MEMBER:** The newly hired full-time faculty member seeking tenure is called a “probationary” faculty member.
- A. Self-Assessment/Duties Assessment:** The probationary faculty member will submit a *Self-Assessment/Duties Assessment* to the supervising administrator on the tenure review team no later than the end of the fourth week of the initial fall semester of employment and of each subsequent fall semester thereafter. (For late hires, see paragraph 30.02.B and section 30.14.)
- 1. Required Contents:** The *Self-Assessment/Duties Assessment* will include:
    - a. A yearly assessment of strengths and areas for improvement.
    - b. A description of current District and departmental service, professional development activities, and other required duties. (See [Article 17: Job Descriptions](#), section 17.01: General Job Description: All Faculty Members.)
    - c. Responses to suggestions and recommendations made in prior years of the tenure review process.
  - 2. Optional Contents:** The *Self-Assessment/Duties Assessment* may include a statement of educational philosophy.
- B. Schedule and Syllabi:** The probationary faculty member will submit a schedule of classes, and other student contact activities and accompanying course syllabi to the supervising administrator on the tenure review team no later than the end of the fourth week of each semester in the four (4) year period. (This information does not become part of the portfolio.)
- C. Team Member Observations and Meetings:** The probationary faculty member will facilitate the scheduling of classroom, allied, and other student contact observation dates, and will be available for meetings with tenure review team members, and with the team as a whole.

### **30.08 ROLE OF TENURE REVIEW TEAM**

- A. Meetings:** The tenure review team will meet as needed to:
- 1. Dates:** Determine the dates and assign team members to complete classroom, allied, and other student contact activity observations;
  - 2. Duties:** Decide who will administer student evaluations for those classroom, allied, and other student contact activities not being observed;
  - 3. Plan Design:** Discuss and design a plan to guide the probationary faculty member in fulfilling College and department service for the year;
  - 4. Team Discussion:** Discuss the content of individual *Team Member Reports* in preparation for determining the content of the *Yearly Report*;



- 30.08.A.** 5. **Report Writing:** Determine who will write the *Yearly Report*, and if any *Minority Yearly Reports* will be written; and
6. **Probationary Faculty/Team Discussion:** Discuss the *Yearly Report*, and *Minority Yearly Reports*, if any, with the probationary faculty member so that all documentation, along with any recommendation concerning further employment, can be submitted to the supervising administrator on the team no later than the last day of the first week of spring semester classes.
- B. **Supervising Administrator Duties:** The supervising administrator is a participating member of the tenure review team and, in addition, will distribute items to the team members as necessary and coordinate the tenure review process by:
1. **Team Membership:** Reporting tenure review team membership to the Dean of Curriculum and Educational Support Services no later than the end of the fourth week of each fall semester;
  2. **Self-Assessment/Duties Assessment:** Receiving and reviewing the *Self-Assessment/Duties Assessment* information from the probationary faculty member;
  3. **Schedule, Syllabi and Other Student Contacts:** Receiving and reviewing the schedule of classes being taught, class syllabi and information about other student contact activities from the probationary faculty member, and distributing them to the tenure review team;
  4. **Portfolio:** Retrieving the tenure review portfolio from the Human Resources Department;
  5. **Meeting:** Calling the first meeting of the team, reviewing the tenure review process and team member responsibilities with team members, and reviewing final due dates;
  6. **Confidentiality:** Preparing the summaries of student evaluations in a confidential manner, disposing of original student evaluations after the board decision each year (see paragraphs 30.06.A.2 and 30.08.C.3.b.4);
  7. **Verifying Completion:** Verifying completion of tenure review documentation, including all signatures and dates, prior to submission of the portfolio to the Dean of Curriculum and Educational Support Services for forwarding to the appropriate reviewers and the VPAA/AS no later than the final due date (last working day in January); and
  8. **Faculty Member Response:** Placing copies of probationary faculty member written responses, if any, into the portfolio.
- C. **Team Member Report**
1. **Required:** Each member of a tenure review team will complete one (1) *Team Member Report* each year of the process, using the approved form, and will submit it with the appropriate supporting documentation by the last day of fall semester classes (before final exams) to the supervising administrator on the team, who will include it in the portfolio. All *Team Member Reports* become part of the portfolio.

- 30.08.C. 2. Information Sources:** The department chair and the supervising administrator may solicit input from department faculty and other administrative sources in order to include their contributions in his/her *Team Member Report* and consider including them in the *Yearly Report*. In addition, verified student concerns brought to the attention of the department chair or supervising administrator may be included in the *Team Member Report*. When deemed appropriate, the tenure review team may solicit classified staff responses regarding probationary faculty student contact job performance. Classified staff input will consist of confidential responses to a set of questions submitted to TREG for review and approval prior to their use.
3. **Performance Areas:** *Team Member Reports* will evaluate performance of a probationary faculty member in the three (3) aspects of a faculty member's job: student contact, College service, and professional service and development. (See [Article 17: Job Descriptions](#), section 17.01: General Job Description: All Faculty Members.)
- a. **Student Contact**
- 1) **Required observations:** Each team member will evaluate and report on at least one (1) classroom, allied or other student contact activity observation during each year of the tenure review process.
  - 2) **Additional observations**
    - a) When recommended by 50 percent or more of the tenure review team, additional observations are permitted at any time during the tenure review period for the following reasons:
      1. To explore the full range of the probationary faculty member's assignment; or
      2. To investigate concerns related to adequacy of performance; or
      3. To monitor improvements made since the prior evaluation; or
      4. When requested by the probationary faculty member.
    - b) The team will document the decision to engage in additional student contact activity evaluations in the *Yearly Report*.
    - c) Note: Team members only need to fill out the portion of the *Team Member Report* that deals with student contact to document additional observations.
- b. **Student Evaluations:** For each student contact activity observed, team members will conduct confidential student evaluations, using an approved form. In addition, the supervising administrator will assign to team members additional classroom, allied and student contact activities for which they will conduct student evaluations:
- 1) For instructional faculty, the team will conduct student evaluations in every preparation the probationary faculty member teaches up to a maximum of five (5) classes in the fall semester. If the need for additional evaluations is identified in the *Yearly Report*, the team may conduct student evaluations for up to a maximum of five (5) additional classes during the spring semester and any intersession or summer term. (See paragraph 30.08.C.3.a.)

- 30.08.C.3.b.**
- 2) For all allied faculty, the team will conduct student evaluations up to a maximum of five (5) student contact activities in the fall semester. If the need for additional evaluations is identified in the *Yearly Report*, the team may conduct student evaluations for up to a maximum of five (5) additional activities during the spring semester and any intersession or summer term. (See paragraph 30.08.C.3.a.)
  - 3) To preserve the students' right to confidentiality, the original *Student Evaluation Forms* will not be shared with the probationary faculty member.
  - 4) The supervising administrator will prepare the summaries and destroy original materials in a confidential manner after board action is taken each year. Student workers may not perform any aspect of this work.
  - 5) Student contact activity evaluations that occur following the submission of any *Yearly Report* (spring, intersession, or summer term observations or student evaluations) will be considered in the following *Yearly Report*. (Note: Team members only need to fill out the portion of the *Team Member Report* that deals with student contact to document any non-fall semester observation.)
- c. **College Service:** Each team member will evaluate and report on the probationary faculty member's performance of College service activities.
  - d. **Professional Service and Development:** Each team member will evaluate and report on the probationary faculty member's performance of professional service and development activities.
- D. **Team Member Report Discussion Meeting:** It is the responsibility of each team member to meet with the probationary faculty member before the last day of fall semester classes (before the final exam period) to discuss his/her *Team Member Report* before meeting with the team to discuss writing the team *Yearly Report*.
1. **Signing Report:** The probationary faculty member will sign each *Team Member Report*. In signing the report, the probationary faculty member acknowledges having seen and discussed the complete report. The probationary faculty member's signature does not necessarily indicate agreement with conclusions of the report. The probationary faculty member may submit a written response to the report to the team member who wrote the report, with a copy to the supervising administrator on the team, within ten (10) working days from the date of the meeting to discuss the *Team Member Report*. The copy will become part of the tenure review portfolio.
  2. **Material to Be Considered:** The conclusions of the completed *Team Member Reports* will be considered in the writing of the *Yearly Report*.
  3. **Submission:** The completed and signed *Team Member Reports* will be submitted to the supervising administrator on the team no later than the last day of fall semester classes (before the final exam period) of each contract year.
- E. **Team Yearly Report:** The team will submit a *Yearly Report*, on the approved form with the appropriate supporting documentation for inclusion in the probationary faculty member's portfolio, to the supervising administrator on the team no later than the last day of the first week of classes of the spring semester of each year. The *Yearly Report* summarizes job performance; states a decision to engage in additional student contact evaluation activities that year, if appropriate; presents recommendations for improvement; and, in all years but Year 3, makes a recommendation to the Board of Trustees about further employment of the probationary faculty member at the conclusion of each tenure review contract.

- 30.08.E.** 1. **Conclusions:** The *Yearly Report* will reflect the evaluations conducted by each team member, and will present a synthesis of the conclusions reached by individual team members in the three (3) areas of job performance (student contact, College service, and professional service and development). (Note: Student contact evaluation activities that occur following the submission of any *Yearly Report* will be considered in the following *Yearly Report*.)
2. **Minority Yearly Report:** In the event that the team cannot agree on the recommendation, a team member may prepare a *Minority Yearly Report*, using the approved *Yearly Report* form, and submit it with appropriate supporting documentation to the supervising administrator on the team to include with the *Yearly Report* in the probationary faculty member's portfolio. The *Minority Yearly Report* is due no later than the same date the *Team Yearly Report* is due.
3. **Portfolio:** All *Yearly Reports*, *Minority Yearly Reports*, and probationary faculty member responses submitted become part of the portfolio.
4. **Intent:** The *Yearly Report* will include a statement of intent to engage in additional student contact evaluation activities that year if 50 percent or more of the team has agreed on the need to conduct them (see paragraph 30.08.C.3.a.).
5. **Recommendations for Improvement:** The tenure review team will provide direction to the probationary faculty member in order to enhance any aspect of job performance. Suggestions and recommendations that are incorporated into the *Yearly Report* will act as a guide for the subsequent year. The tenure review team will include a calendar for implementation of recommendations to be met prior to granting tenure as a part of the *Yearly Report*.
6. **Recommendations to the VPAA/AS:** In Contract Years 1, 2 and 4 (all but the third year, Contract III - Year 3), the team will make a recommendation to the VPAA/AS in the *Yearly Report* regarding further employment of the probationary faculty member. The recommendation reached will be one of the following:
- a. Offer next contract;
  - b. Do not reemploy;
  - c. Grant tenure; or
  - d. Grant early tenure.
- 1) The decision to recommend granting tenure prior to the completion of the four (4) year process (early tenure) is to be considered an unusual event requiring the agreement of a majority of team members.
  - 2) Early tenure may be considered when:
    - a) There has been documented significant peer review in the Sonoma County Junior College District; and
    - b) There are documented compelling reasons that warrant the early tenure recommendation being made to the Board of Trustees.
  - 3) When proposing early tenure, the supervising administrator on behalf of the tenure review team will submit all supporting documentation with the complete portfolio documents to the Dean of Curriculum and Educational Support Services no later than the last working day of January of that year.
  - 4) The appropriate reviewers and VPAA/AS will evaluate the submitted documents, then accept or deny a tenure review team's recommendation for granting early tenure prior to the completion of the four (4) year process. (See paragraph 30.09.C.)

- 30.08.E.6.d. 5) If the recommendation for granting early tenure is denied, the recommendation will revert to "Offer next contract."
- e. In the event that the team is unable to reach a consensus, individual team members may submit a *Minority Yearly Report*, using the *Yearly Report* form with appropriate supporting documentation, to the supervising administrator on the team, who will include it in the portfolio and submit it to the Dean of Curriculum and Educational Support Services no later than the same date the team *Yearly Report* is due to record their opinions and recommendation for subsequent reviewers to read and consider. All *Yearly Reports* and *Minority Yearly Reports* become part of the portfolio.
  - f. If no majority *Yearly Report* is possible and each team member submits to the supervising administrator on the team a separate *Minority Yearly Report*, along with any supporting documentation, these documents will be included in the portfolio for subsequent reviewers to read and consider. (See section 30.09.D.)
7. **Yearly Report Discussion Meeting:** The team and probationary faculty member will meet to review the *Yearly Report* and any *Minority Yearly Reports* no later than the last day of the first week of spring classes.
8. **Signature:** The probationary faculty member will sign each *Yearly Report* and, if applicable, each *Minority Yearly Report*. In signing the report, the probationary faculty member acknowledges having seen and discussed the complete report. The probationary faculty member's signature does not necessarily indicate agreement with the conclusions of the report. The probationary faculty member may submit a written response to the team member who wrote the *Yearly Report* or the *Minority Yearly Report*, with a copy to the supervising administrator on the team, within ten (10) working days from the date the probationary faculty member met with the tenure review team to discuss the *Yearly Report*. The copy will become part of the tenure review portfolio.
9. **Submission:** The supervising administrator on the team will submit the completed and signed *Yearly Report*, *Minority Yearly Reports*, if any, with accompanying documentation, and probationary faculty member responses, if any, as part of the entire tenure review portfolio to the Dean of Curriculum and Educational Support Services for forwarding to the appropriate reviewers and the VPAA/AS by no later than the last working day of January of each year.
10. **Late Yearly Report**
- a. In the event that a tenure review team has not submitted a *Yearly Report* by the required due date, the team will forfeit the right to make a recommendation, and the VPAA/AS will forward a recommendation to the Superintendent/President in lieu of the team's *Yearly Report*. (See section 30.09.D.)
  - b. All documentation, except the probationary faculty member's response, if any, to the *Yearly Report* or *Minority Yearly Report*, related to the tenure review process, regardless of state of completeness, is due to the supervising administrator on the team no later than the last day of the first week of spring classes.
- F. The following year the tenure review team will continue with the process.

### **30.09 ROLE OF THE VICE PRESIDENT OF ACADEMIC AFFAIRS/ASSISTANT SUPERINTENDENT (VPAA/AS)**

#### **A. Duties of the VPAA/AS**

1. **Review:** Review the complete tenure review portfolio each year.
2. **Coordinate with Other Vice Presidents:** Request the Vice President of Student Services to review the portfolio for all allied probationary faculty, request the Vice President/Executive Dean of the Petaluma campus to review the portfolio for all (instructional and allied) probationary faculty for the Petaluma campus; and include comments and recommendations from the other vice presidents in the written recommendation to the Superintendent/President.
3. **Research:** Conduct additional research as needed.
4. **Recommend:** Submit a separate written recommendation on the approved form at the completion of each contract, with appropriate supporting documentation, to the Superintendent/President no later than February 15th of each year. The recommendation will be one of the following:
  - a. Offer next contract;
  - b. Do not reemploy;
  - c. Grant tenure; or
  - d. Grant early tenure.

#### **B. Team Proposed Early Tenure:** The VPAA/AS will evaluate the submitted documents, then accept or deny a tenure review team's recommendation for granting early tenure prior to the completion of the four (4) year process.

1. Each case will be considered on its own merits, and the circumstances defined as being compelling will be considered individually. (See paragraph 30.08.E.6.d.)
2. In cases of team-proposed early tenure, the VPAA/AS will respond in writing to the probationary faculty member and the tenure review team no later than February 15 of any year. That response becomes part of the portfolio.

#### **C. No Majority Yearly Report or No Yearly Report by Due Date:** In the event that either no majority *Yearly Report* is possible and each team member submits a separate *Minority Yearly Report*, or the tenure review team has not submitted a *Yearly Report* by the required due date, all documentation will be referred to the VPAA/AS for a decision about recommendation for further employment of the probationary faculty member in lieu of the team's *Yearly Report*.

1. **Portfolio:** All documentation submitted remains part of the tenure review portfolio.
2. **Material Considered:** The VPAA/AS will consider all documentation submitted by the due date, meet with the tenure review team members, meet with the probationary faculty member, and may conduct additional research as needed.
3. **Recommendation:** The VPAA/AS will submit the recommendation on the *Yearly Report* form, with appropriate supporting documentation, and meet with the probationary faculty member to discuss the recommendation, no later than February 15.

- 30.09.C. 4. Signature:** The probationary faculty member will sign the *Vice President's Report*. In signing the report, the probationary faculty member acknowledges having seen and discussed the complete report. The probationary faculty member's signature does not necessarily indicate agreement with the conclusions of the report. The probationary faculty member may submit a written response to the report to the VPAA/AS, with a copy to the Dean of Curriculum and Educational Support Services within ten (10) working days from the date the probationary faculty member meets with the VPAA/AS to discuss the *Vice President's Report* and recommendation. The copy will become part of the tenure review portfolio.
- D. Consultation with Superintendent/President:** To consult, as requested, with the Superintendent/President to assist in the preparation of the *Superintendent/President's Recommendation* to the Board of Trustees. (See section 30.10.)

### **30.10 ROLE OF THE SUPERINTENDENT/PRESIDENT**

- A. Duties of the Superintendent/President:** The Superintendent/President will:
1. **Review:** Review the complete tenure review portfolio each year;
  2. **Research:** Conduct additional research as needed; and
  3. **Recommend:** Submit a recommendation at the completion of each contract, with appropriate supporting documentation, to the Board of Trustees no later than February 25th of each year. The recommendation will be one of the following:
    - a. Offer next contract;
    - b. Do not reemploy;
    - c. Grant tenure; or
    - d. Grant early tenure.
- B. Written Notification:** The Superintendent/President will notify the probationary faculty member in writing of the board's decision no later than ten (10) days after the meeting at which the board took this action.
1. **Portfolio:** A copy of the Superintendent/President's notification will become part of the portfolio. Any supporting documentation will become part of the portfolio if it is of a non-confidential nature, or part of the employee's personnel file if it concerns a confidential matter.
  2. **Response:** The probationary faculty member may submit a written response to the notification from the Superintendent/President, with a copy to the director of Human Resources within ten (10) working days from the date the probationary faculty member receives the Superintendent/President's notification. The copy will become part of the tenure review portfolio.

### **30.11 ROLE OF THE BOARD OF TRUSTEES**

- A. Board Action:** At the completion of each contract, the Board of Trustees will act on the recommendations produced by the tenure review process. The board will consider the complete portfolio, including *Team Member Reports*, the tenure review team *Yearly Report*, *Minority Yearly Reports*, if any, and the *Vice President's Report*, if any, and the *Superintendent/President's Recommendation*, when making the decision.
- B. Board Decision:** The decision will be one of the following:
1. Offer next contract;

- 30.11.B.** 2. Do not reemploy;  
3. Grant tenure; or  
4. Grant early tenure.
- C. **Decision Dates:** The decision will be made on or before March 15. The board's decision will be communicated in writing to each probationary faculty member no later than ten (10) working days after the board meeting at which the decision is made, and a copy will be sent to the Human Resources Department to be placed in the tenure review portfolio.

### **30.12 ROLE OF THE TENURE REVIEW AND EVALUATIONS GROUP (TREG)**

- A. **Team Member Performance:** Matters related to team member performance will be brought to TREG for recommendation about further team member participation.
- B. **Forms:** TREG will review all tenure review forms and approve classified staff questions.

### **30.13 PORTFOLIO REVIEW**

- A. **Portfolio Review:** The review of the completed portfolio will be handled according to the provisions of [Article 20: Personnel Files](#) and will be limited to the probationary faculty member, members of the tenure review team, and the following individuals:
1. **Administrative:** The department chair (or supervising administrator), site administrator/s, and administrator/s to whom the probationary faculty member's department reports, if s/he was not part of the probationary faculty member's tenure review team.
  2. **AFA:** The AFA Conciliation/Grievance Officer.
- B. **Review Dates:** Review will occur between March 16 and March 30, inclusive, of each year in a designated location established by the Human Resources Department. No portfolios will leave the Human Resources Department *after* they are returned to the Human Resources Department at the conclusion of the annual tenure review process.
- C. **Administrative Sign-off Sheet:** Each reviewer will sign the *Administrative Sign-off Sheet* indicating that they have reviewed the portfolio. The *Administrative Sign-off Sheet* will become part of the portfolio.

- 30.14 LATE HIRES:** The first contract year is considered complete only if the faculty member has served for a minimum of 75 percent of an academic year. Otherwise, an additional year in first-year status is required. (See [Ed Code 87605](#) .) A faculty member hired to start after the forty-fourth (44<sup>th</sup>) day of the fall semester of any academic year, or one who is unable to complete 75 percent of his/her assignment for the academic year, will be identified as a late hire probationary faculty member. From the date of hire until the start of the fall semester of the next academic year, only the following elements of the tenure review process will take place during this partial year:
- A. **Class Schedule, Syllabi, and Other Forms of Student Contact:** The late hire probationary faculty member will submit his/her class schedule, syllabi for each course being taught, and other forms of student contact to the supervising administrator on the team by the end of the fourth week after the late hire assignment begins;



- 30.14. B. Observation Reports, Student Evaluations, and Summaries of Student Evaluations:** The appropriate team member(s) will prepare observation reports, student evaluations, and summaries of student evaluations from the date the assignment begins (fall, spring, intersession and/or summer term);
- C. **Team Member Recommendations:** Team member(s) will prepare suggestions and recommendations from the date the assignment begins.

**30.15 CONTRACT I HIRES ELIGIBLE FOR CONTRACT II STATUS**

- A. **Beginning of Contract I:** The first year of contract employment means the first year of the tenure review process. The first contract year is considered complete if the faculty member has served a minimum of 75 percent of the academic year as either a probationary faculty member, or as a temporary faculty member immediately **prior to** being hired as a probationary faculty member. Otherwise, an additional year in first-year status is required. (See [Ed Code 87605](#) .)
- B. **Tenure Review Status:** Faculty who complete a first year of contract employment **prior to** being hired as a probationary faculty member will be subject to the tenure review process appropriate for Contract II - Year 2.
- C. **Notice:** The Human Resources Department will place a notice clarifying contract status in the probationary faculty member's portfolio at the time of hire to document this occurrence.

**30.16 ADMINISTRATORS BECOMING FACULTY**

- A. **Tenure Review for Reassigned Administrators:** In the event that an academic administrator hired after July 1, 1990 is reassigned to the faculty, that former administrator will be subject to the complete four-year tenure review process, unless s/he has already received tenure status by virtue of having been a tenured faculty member in the Sonoma County Junior College District prior to beginning administrative service.
- B. **Compliance with District Policy:** Any reassignment of an academic administrator will be completed in compliance with District policy. (See [District Policy](#) 4.3.2c: Administrative Assignment to a Faculty Position.)

# Article 31: Working Conditions—General Conditions of Employment

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- 31.01 CONTRACT FACULTY ASSIGNMENT SCHEDULES:** The District will make contract faculty assignments with respect to the following provisions:
- A. **Days in a Week:** A faculty member's assignment will occur within a span of five (5) consecutive days in a week.
  - B. **Hours in a Day:** Contract faculty assignments will occur within the span of nine (9) consecutive hours in a day.
  - C. **Interval between Assignments:** A 12-hour interval will occur between a faculty member's assignment on one day and his/her assignment on the next day.
  - D. **Applicability of Guidelines:** These guidelines do not apply to hourly assignments.
- 31.02 PROFESSIONAL OBLIGATION:** Faculty members with instructional assignments will schedule student consultation times convenient to their students for the schedule of classes that they teach. Faculty members will be present to fulfill their other job duties of District and Department service and of professional service and development.
- 31.03 SAFETY:** The District will maintain safe working conditions. Faculty members will observe published safety regulations.
- 31.04 TRAVEL AND MILEAGE**
- A. **General:** If a faculty member's contract assignment requires attendance at more than one (1) District site per day, the District will provide mileage reimbursement at the established rate for work experience. ([District Policy](#) 5.8.4 and Procedure 5.8.4P, *November 12, 2013*.)
  - B. **Work Experience Assignments:** The District will provide mileage reimbursement to faculty members for travel required by Work Experience assignments. ([District Policy](#) 5.8.4 and Procedure 5.8.4P, *November 12, 2013*.)
- 31.05 PRIVACY:** All faculty members have the expectation of privacy.
- 31.06 INTELLECTUAL PROPERTY RIGHTS:** All faculty members have intellectual property rights.
- 31.07 ELECTRONIC COMMUNICATION**
- A. **SRJC Email System—Official Means of Communication:** The SRJC email system will be the official means of communicating about terms and conditions of employment, such as offers of hourly assignments, open enrollment for benefits, professional development opportunities and tracking, Professional Growth Increment announcements, Sabbatical Leave information, and any changes to District policies. The District will not use the SRJC email system for confidential communications to the faculty, such as those related to disciplinary action.
  - B. **Mandatory Use and Maintenance:** The District will provide an email account to each faculty member. The faculty member will use and maintain this email account.
  - C. **Closure of Email Account:** An adjunct faculty member's email account will be maintained while the adjunct faculty member either 1) is in the adjunct faculty pool, or 2) maintains a place on the length-of-service list, after which the email account will be closed and access to District email will end. If an adjunct faculty member is terminated or resigns in writing, the account will be closed two (2) weeks after the date of resignation or termination.

**31.08 TRANSFER POLICY:** The District reserves the right to make faculty assignments with regard to days, times, and locations that best serve the needs of the students and achieve the best utilization of District facilities and resources. The District also recognizes that there may be a need to assign regular faculty members to locations other than where they have historically performed their assignments. Regular faculty members may also express interest in changing the location of their principle duty assignment. A transferring faculty member will have the same Faculty Service Area (FSA) and meet the same minimum qualifications in both the current and transferring assignment. All transfers are within the same district-wide discipline or allied service area.

A. **Transfer Descriptions:** A shift in the campus or location of a regular faculty assignment shall be known as a faculty transfer. Regular faculty transfers shall be based on one of the following descriptions:

1. **A New Position:** A transfer initiated by a faculty member to fill an open position that is already approved by the Faculty Staffing Committee and the District Superintendent/President and is under current recruitment as part of the hiring process.
2. **A Faculty Request without a New Position:** A transfer initiated by a faculty member but where there is no open position that has been approved by the Faculty Staffing Committee and the District Superintendent/President.
3. **A Newly Identified District Need:** A transfer of faculty in response to a District identified program or location need, but not based on a new open position. It is a voluntary transfer when a qualified faculty member initiates the transfer process by responding to a District announcement of the transfer opportunity. If there are no qualified applicants, the District may transfer a faculty member it deems qualified to fill the position.
4. **A Necessity Transfer:** When the District has identified a need to transfer a faculty member based on unusual or extenuating circumstances (see paragraph 31.08.A.3).

B. **Transfer Procedures:** The District will confer with AFA in establishing and maintaining procedures for faculty transfers.

1. **Defining and Initiating Regular Faculty Transfers**

- a. **New Position Transfer:** A "New Position Transfer" is initiated by a faculty member who wishes to fill an open position at another location that has already been approved by the Faculty Staffing Committee and the District Superintendent/President. More than one (1) regular faculty member may request transfers to a new position. This request shall occur concurrent with the District Superintendent/President's approval of the position for hire to the department and before the formal advertisement of the open position.
- b. **Faculty Request without a New Position Transfer:** A transfer request is initiated by a faculty member who wishes to be relocated to another campus, but there is not an open position already approved by the Faculty Staffing Committee and the District Superintendent/President. Any regular faculty member may request this type of transfer.
- c. **Newly Identified District Need Transfer:** The identification by the District of a new need may result in establishment of a faculty position that will be filled by transfer only, i.e., no external faculty recruitment will be sought. Transfer opportunities in this category are initiated by the District and then requested by a regular faculty member. This form of transfer is not based on a new open position and may result in more than one (1) applicant for transfer to a new location. If there are no qualified applicants, the District may transfer a faculty member it deems qualified to fill the position.

- 31.08.B.1. d. Necessity Transfer:** This form of transfer is initiated by the District when the District has identified a need to transfer a faculty member based on unusual or extenuating circumstances for the well-being of an individual or the College.
2. **Calendar Deadlines:** A faculty member initiating any form of transfer request must submit the request in writing to the appropriate vice presidents during the semester prior to the semester in which the faculty member wishes to relocate. For instructional faculty, this request must be made by October 15<sup>th</sup> for the following spring semester transfer and February 15<sup>th</sup> for the following fall semester transfer. In the case of a New Position Transfer (with an open recruitment), the request must be received prior to the formal advertisement of the position.
3. **Transfer Application Review and Process:** Faculty interested in applying for transfer will submit a written request to the appropriate vice presidents, using the *Transfer Request Form*. This request will be referred to a Transfer Task Force for review. Applications for transfer shall be processed as follows:
- a. The Faculty Transfer Task Force shall consist of the appropriate campus and/or center deans, the AFA President or designee, and the Academic Senate President or designee. They shall review all transfer applications and produce a written recommendation for the appropriate vice presidents. When more than one (1) application for a position is received, the Task Force report shall address the suitability of all candidates for the transfer. The Task Force is required to interview the applicant and the department chair, but may choose to consult with other appropriate program supervisors, deans, or department chairs they feel would contribute to the successful completion of their review. All proceedings of the Task Force are to be considered confidential.
  - b. The Faculty Transfer Task Force shall submit its written opinion to the appropriate vice presidents, based on the following criteria:
    - 1) Experience teaching the courses or performing the allied duties envisioned for the position;
    - 2) Willingness to participate in department, cluster, and campus programs and activities;
    - 3) Satisfactory evaluations;
    - 4) Impact on program or department educational plan of the campus to which the faculty member is currently assigned;
    - 5) Other information the Task Force deems appropriate to the request.
  - c. Transfer applications from instructional faculty, librarians, and counselors will all be reviewed in the Task Force process. The Vice President of Petaluma and the Vice President of Academic Affairs shall read committee opinions regarding teaching and library faculty and develop a final, joint recommendation. The transfer applications for Student Services faculty shall also be reviewed by the Task Force, but the committee opinion for these applications shall be forwarded to the Vice President of Student Services and the appropriate vice president from either Petaluma or Academic Affairs. In all cases, a joint recommendation will be made by the appropriate vice presidents to the District Superintendent/President.
  - d. The final decision of the District Superintendent/President will be conveyed to the faculty member, the committee members, the department chair and the appropriate vice presidents. When possible, transfers shall be finalized in time for the faculty member's name to appear in the class schedule.

- 31.08.B.3.** e. The approved transfer of a faculty member from one campus or site to another is considered permanent; however, all regular faculty members, regardless of location, have the right to request a new intercampus transfer throughout their regular faculty career in the District.
4. **New Position Transfers and Staffing Balance:** New regular faculty positions, identified by the Faculty Staffing Committee and approved by the District Superintendent/President, represent an approval to hire a net-new faculty member for a District discipline. Any approval for existing faculty to transfer to a new location in order to assume a net-new position will not result in the loss of that position for the department. Rather, the location of an existing faculty member's assignment will change with the transfer, and the net-sum of regular faculty in the department shall remain the same (assuming the need is justified by the PRPP data and verified by the Faculty Staffing Committee recommendation).
  5. **Transfer Need Identified by the District with Application Initiated by a Faculty Member:** If the appropriate vice president and/or the District Superintendent/President identifies a position or need within the District that can only be filled by the transfer of existing regular faculty, the following process shall be followed:
    - a. A written description of the position shall be distributed to all eligible regular faculty in the discipline or department where faculty members have appropriate expertise and experience. Only tenured faculty will be eligible to apply for transfer unless the District determines special circumstances. The transfer description shall include a list of potential courses to be taught and/or duties to be performed.
    - b. An informational meeting for all interested and eligible faculty shall be arranged by a campus administrator. This meeting shall be held on the campus/center to which the transfer is being planned and include a tour of the facilities.
  6. **Transfer Based on Necessity When No Regular Faculty Apply to Meet a Newly Identified District Need**
    - a. The District shall notify eligible faculty that a "Necessity Transfer" procedure is being initiated.
    - b. A list of eligible faculty members shall be compiled by the Human Resources Office working in cooperation with the appropriate dean, supervising administrator, and/or department chair for the campuses/centers.
    - c. A written description of the position shall be distributed to all eligible regular faculty members within the department. The description will include a list of potential courses to be taught and/or duties to be performed. Only tenured faculty will be considered for this form of transfer unless the District determines special circumstances.
    - d. The Transfer Task Force process (paragraphs 31.08.B.3.a-e) shall be the model for reviewing all appropriate candidates for this review and transfer. All faculty members under consideration will be given the opportunity to submit a written statement regarding their circumstances for consideration by the vice president(s) as part of the decision process.
  7. The District may initiate the transfer of a faculty member for reasons that may be defined as "unusual or extenuating circumstances." The reasons are primarily defined as related to the health and safety of the faculty member or in the best interests of the District.

**31.09 ELECTRONIC SECURITY SYSTEMS.** The purpose of this section is to identify parameters for the use of electronic security systems that effectively address AFA and the District's mutual interest in fostering a safe workplace and educational environment, while respecting and protecting the privacy and academic freedom of faculty members. For purposes of this section, electronic security systems shall mean any electronically based technology that enables identification of the location and/or actions of specific persons at specific times. AFA and the District agree to negotiate language that is generally applicable to any form of surveillance and that articulates the principles supporting the provisions of §31.09, specifically, the importance of maintaining a safe workplace and protecting the faculty from all forms of malignant and invasive surveillance, regardless of the technology employed. AFA and the District further agree to negotiate the terms implicated by the utilization of specific new technologies.

- A. **Approved Purposes:** The following are the sole approved purposes for the use of electronic security systems.
  - 1. Protecting life and property.
  - 2. Assisting in the investigation of a violation of law.
- B. **Limitations on Placement of Electronic Security Systems**
  - 1. **Security Camera Notification:** The District shall reasonably locate clear signage providing notice that an area is monitored by a security camera.
  - 2. **Prohibition of Location:** Electronic security systems shall neither be placed in, nor directed into, classrooms, faculty offices, conference rooms, restrooms, break rooms and other areas where faculty members regularly engage in professional duties and/or have a reasonable expectation of privacy.
  - 3. **Changes to Locations Monitored by Electronic Security Systems:** The District shall provide AFA with a listing of the current locations monitored by electronic security systems. The District shall provide AFA with written notice of any proposed change in locations monitored by security cameras or key-card-enabled door locks no less than thirty (30) business days in advance of making the proposed change. AFA may, within twenty (20) business days of receiving such notice, demand to meet and confer with the District if it believes the proposed change violates this Article or requires further impacts bargaining prior to implementation. Within ten (10) business days after the meet and confer process is completed, the District shall provide AFA with written notice whether it intends to proceed with the proposed change. AFA shall not file a grievance or other action asserting violation of this Article by the proposed change without first utilizing the meet and confer process afforded by this subsection. The District shall not proceed with the proposed change under this subsection during the meet and confer and/or grievance process.
  - 4. **Limits on technology:** Monitoring technologies used by District electronic security systems are limited to video security cameras and key-card-enabled door locks. Storage and/or analysis by a third party of any portion of the data obtained by District electronic security systems is prohibited. The use of facial recognition technology is prohibited.
- C. **Limitations on Access to Data:** Consistent with the approved purposes set forth in 31.09.A, data recorded by electronic security systems shall be accessed only under the following circumstances:
  - 1. The District, through its Chief of Police (or designee), has probable cause that a violation of law has occurred and that access to the data would assist in the formal investigation.
  - 2. Subject to a lawful subpoena, judicial order, or other legal obligation to produce the data to a third party.
  - 3. As a result of an insurance investigation.

**31.09.D. Limitations on District Use of Data Accessed from Electronic Security Systems**

1. Prohibition of Use for Reviewing and Evaluating Members' Performance. Data gathered from electronic security systems shall not be used to monitor faculty members' attendance, work or work habits, nor shall such information be used in any part of the evaluation process.
2. Limited, Permissible Use for Disciplinary Purposes. Data accessed from an electronic security system shall not be used as evidence in a disciplinary action against a faculty member, unless that action specifically involves a violation of law.

**E. Authorized Access:** When one or more of the circumstances described in 31.09.C has prompted a request for data from an electronic security system to be examined or disclosed, the following shall apply:

1. **Authorization:** Except for when required by law or in emergencies, access to data must be authorized in advance and in writing by the President or appropriate Vice President. The President or appropriate Vice President shall ensure that the request to access data complies with this Article.
2. **Required by Law:** When the District receives a search warrant, subpoena or other legally required request of electronic security system data, the data may be preserved immediately without authorization, but appropriate authorization for access must then be sought as soon as legally permissible.
3. **Emergencies:** In emergencies, the least perusal of data and the least action necessary to resolve the emergency may be taken immediately without authorization, but appropriate authorization must then be sought without delay. Emergencies are defined as when time is of the essence and there is a high probability that delaying action would almost certainly result in significant bodily harm, significant property loss, damage to the District or its assets, or loss of significant evidence of one or more alleged violations of law.
4. **District Police:** This Article does not preclude the District Police department from accessing data in an investigation into a possible criminal violation of law.
5. **Retention:** Electronic security system data shall be retained for a period of no more than ninety (90) calendar days from the time of recording, unless the data is accessed within that period for an approved purpose consistent with this Article, in which case the data shall be retained as long as required by applicable law.

# Article 32: Workload

**32.01 SCOPE OF ASSIGNMENT:** On average, the contract faculty workweek will be forty (40) hours, with thirty-five (35) hours for instructional or allied duties (Article 17.05-17.10), and five (5) hours for [District and Department Service](#) and for Professional Development ([Article 17: Job Descriptions](#), sections 17.02-17.04).

**32.02 ASSIGNMENT LOADS**

A. **Right of Assignment:** The District, as represented by the [supervising administrators](#), in consultation with chairs, will determine class schedules and faculty assignments.

B. **Load Factors**

1. Each faculty assignment has a load coefficient as a percent of one (1) Full-Time Equivalent Faculty (FTEF) for each hour of such assignment scheduled. The load factor for each instructional assignment allows for class sessions, class preparation, student assessment, and [student consultation time](#). The load coefficients for different types of faculty assignments are specified in Table 32-1:

Assignment Type	Hours/week per 1 FTEF	1 Hr/Week = % FTE	1 Hr/Semester = % FTE
Credit Lecture	15.0 hours/week	6.6667%	0.3810%
Credit Laboratory 0.71 <sup>1</sup>	21.13 hours/week <sup>1</sup>	4.7333% <sup>1</sup>	0.2705% <sup>1</sup>
Credit Lab 1.00 <sup>2</sup>	15.0 hours/week <sup>2</sup>	6.6667% <sup>2</sup>	0.3810% <sup>2</sup>
Credit Lab 0.80 <sup>2</sup>	18.75 hours/week <sup>2</sup>	5.3333% <sup>2</sup>	0.3048% <sup>2</sup>
Credit Lab 0.75 <sup>2</sup>	20.0 hours/week <sup>2</sup>	5.0000% <sup>2</sup>	0.2857% <sup>2</sup>
Noncredit	24.0 hours/week	4.1667%	0.2381%
Career Dev. College Prep	21.5 hours/week	4.6512%	0.2658%
Allied	35.0 hours/week	2.8571%	0.1632%
ADN Requirements (w/Lab)	18.0 hours/week	5.5556%	0.3175%
Physical Education Activity	22.0 hours/week	4.5455%	0.2597%
District Activity	40.0 hours/week	2.5000%	0.1412%

**Table 32-1**

2. Credit Laboratory Course Tiers and Placement:
  - a. Each credit laboratory course will be assigned to one of three tiers:
    - 1) Credit Laboratory Workload Factor I (.75) applies to credit lab courses that are primarily for skill development.
    - 2) Credit Laboratory Workload Factor II (.80) applies to credit lab courses that primarily teach skills development and that include: evaluation of written student work; clinical rotations at health care sites for the Associate Degree Nursing (ADN) program; and/or rehearsal for public performance in Music, Dance, and Theatre.

<sup>1</sup> Effective Spring 2017

<sup>2</sup> Effective Fall 2020



- 32.02.B.2.** a. 3) Credit Laboratory Workload Factor III (1.0) applies to credit lab classes that require the faculty to set up experimental labs, prepare experiments, and assess lab reports and other written work.
- b. Placement of each credit laboratory course will be negotiated.
- 1) Placement will consider at least faculty-documented preparation and assessment time per hour of laboratory and a comparison with contractual lecture hour equivalents adopted at other California Community Colleges for similar courses.
  - 2) Placement of new or significantly revised credit laboratory courses:
    - a) A department will forward to AFA its request for (re-)evaluation for tier placement of new or significantly revised credit laboratory courses.
    - b) A negotiations subgroup of one (1) negotiator from each team will apply the criteria in 32.02.B.2.a to the course's Course Outline of Record and will recommend tier placement to the negotiating teams, which will make final determinations. If a course falls outside of the negotiated discipline default, evidence from the COR and 32.02.B.2.b.1 will be required.
    - c) Beginning Fall 2020, changes to credit laboratory placement will be approved as part of the subsequent tentative agreements (TA). Such changes will inform the scheduling cycle immediately following the TA, to take effect the subsequent fall semester.
    - d) Placement of new credit laboratory courses will be in effect when the new course is offered.
    - e) Tier placement for all credit laboratory courses will be listed in Appendix 5 to the Contract.
  - 3) Appeal process for misplaced courses. If a Department feels that a course has been placed incorrectly on a tier, the department may resubmit that course to AFA with an explanation or supplemental information. AFA and the District will follow the same process as in 2) above to determine if the course has been misplaced. If an appeal of a particular course's placement is unsuccessful, the department must revise the course in order for it to be reevaluated.
- C. **Calculation of Load:** The District will calculate load for each [contract assignment](#) and each [hourly assignment](#) according to Table 32-1.
1. The District will maintain a record of each contract faculty member's load balance in units of FTEF. The ending load balance for each semester will be the ending load balance for the previous semester plus the contract load of the current semester minus one FTEF (or less as specified by section 32.02 or other arrangement between the faculty member and District).
  2. The semester load of each faculty member will be greater than 73 percent and less than 127 percent, except in the case of mutual agreement of the faculty member and the District.
  3. By mutual agreement of a contract faculty member and the Vice President of Academic Affairs (VPAA), the faculty member's contract load balance may be adjusted on a one-time basis by converting contract load to hourly load. The District will notify AFA of this adjustment in a timely manner.

**32.02.C.** 4. The District may adjust a negative contract load balance of a contract faculty member up to zero by converting all or some of the faculty member's hourly load to contract load. The District will notify the faculty member and AFA of this adjustment before the published schedule of classes ([Article 16: Hourly Assignments](#), paragraph 16.02.A.4) for the semester in which the adjustment is made.

**D. Student Consultation:** Faculty members with instructional assignments will maintain weekly scheduled student consultation times.

1. The amount of required weekly student consultation time per hour of weekly instructional assignment is shown in Table 32-2. (See [Article 26: Salary Schedule Development](#), section 26.03.) AFA and the District agree to negotiate the student consultation requirement for hourly assignments should State categorical funding for Adjunct Faculty Office Hours be reduced from current levels.

<b>Instructional Assignment Type</b>	<b>Hours/week per 1 FTEF</b>	<b>Minutes/week per instructional hr/wk</b>
Credit Lecture	5 hours	20 minutes
Credit Laboratory 0.71	3.5 hours	10 minutes
Credit Lab 1.00	5 hours	20 minutes
Credit Lab 0.80	4 hours	13 minutes
Credit Lab 0.75	3.75 hours	11 minutes
Noncredit	2.75 hours	7 minutes
Career Dev. College Prep.	3.5 hours	10 minutes
ADN Requirements (w/Lab)	4.25 hours	14 minutes
Physical Education Activity	3.25 hours	9 minutes

**Table 32-2**

2. Faculty members will ensure their scheduled student consultation times will be reasonably convenient to their students.
3. The District will make office space available to each faculty member for face-to-face student consultation when possible. Faculty members will use District office space for student consultation when possible. Exceptions may be approved by the VPAA.
4. Faculty members will specify the times and places allocated for student consultation in class syllabi and post this information in an accessible location.
5. A faculty member teaching a course entirely online may offer student consultation time online provided it is regularly scheduled at established days/times. A faculty member teaching a hybrid course with a percentage taught online, may offer consultation times online provided they are regularly scheduled at established days/times in proportion to the online component of the course. A faculty member may offer other kinds of consultation activities with prior approval of the [department chair](#) and supervising administrator.

**32.02. E. Overload:** Overload assignments for contract faculty will be considered as hourly assignments. All summer session and intersession assignments for contract faculty will be considered as hourly assignments.

F. **Work Experience Assignments:** Pursuant to [California Code of Regulations-Title 5, Section 58051](#), the load coefficient for work experience instructor assignments will be 0.80 percent per student, which is equivalent to 125 students per FTEF. Compensation for hourly Work Experience assignments will be based on the base hourly salary schedule. This compensation will be in addition to any mileage reimbursement (see [Article 31: Working Conditions](#), paragraph 31.04.B).

G. The compensation for an adjunct faculty SLO assignment ([Article 17: Job Descriptions](#), paragraph 17.02.C.2) will be three (3) hours per assessment assignment and six (6) hours per lead-coordination assignment using the base hourly salary schedule. These assignments must be approved in advance by the VPAA or designee. These assignments will not apply to established-load considerations with respect to offer rights ([Article 16: Hourly Assignments](#), section 16.03.D.3).

H. **SRJC's Online College Project: Workload and Compensation**

1. **Effective 2016-17:** A faculty member entering into an agreement with the District to develop a course through the Online College Project will be compensated \$833.33 per unit of the course (\$2,500 for a three-unit course). Agreements dated August 17, 2017, or later will be compensated per §32.02.H.2. Such assignments are designated as a Professional Ancillary Activity.
2. **Effective Fall 2017:** A faculty member entering into an agreement with the District to develop a course through the Online College Project (OCP), or equivalent District program, will be compensated for fourteen (14) hours at the base hourly rate per unit of the course. Compensation for agreements made prior to August 17, 2017, will be compensated per §32.02.H.1. Such assignments are designated as a Professional Ancillary Activity.

**32.03 CLASS SIZE**

A. **Minimum Class Size Limits:** The minimum class size limit is twenty-two (22) students. The District may cancel a section with an enrollment below this limit.

B. **Maximum Class Size Limit**

1. Each course will have a maximum class size limit. This limit will apply to all sections of this course (except as allowed in section 32.04). Such limits for all courses will be specified in a record available to faculty.
2. A section's maximum class size will be either the maximum class size limit or the number of seats or stations available in the assigned classroom, whichever is lower.
3. The Academic Senate's Class Size Advisory Committee (ASCSAC), comprised of three (3) to six (6) faculty members, will use pedagogical principles to determine each course's maximum class size limit recommendation.
4. The ASCSAC's maximum class size limit recommendations will inform AFA-District negotiations for determining maximum class size limits. Limits will be reasonable and equitable with respect to instructor workload and will take into consideration the financial constraints of the District.

**32.03.C. Support for Standard Size Lectures:** Any class section with a maximum class limit of forty-eight (48) or any multiple-section science lecture session with a combined section limit of forty-eight (48) will receive teaching assistant support at a rate of two-thirds hour per lecture unit for each student in excess of forty-five (45) students enrolled at census.

#### **32.04 EXTENDED LECTURE CLASSES**

A. **Extended Lecture-Eligible Course List:** The District and Academic Senate will maintain a list of Extended Lecture-eligible courses. The Academic Senate President and the VPAA will each approve revisions to this list in consultation with the appropriate department chairs. Only courses on this list may be offered in Extended Lecture sections.

- B. **Extended Lecture Sections Maximum Class Size and Load:** Each Extended Lecture section will be designated as EL1 through EL6.
1. The maximum class size of the section of Extended Lecture-eligible course will determine its Extended Lecture designation (Table 32-4). A section with a maximum class size less than fifty (50) will be designated a Standard Lecture section (section 32.03.B).

Designation	Class Size	Load Factor
Standard	20-49	1.00
EL1	50-69	1.00
EL2	70-94	1.50
EL3	95-119	2.00
EL4	120-144	2.25
EL5	145-169	2.50
EL6	170-198	2.80

**Table 32-3**

2. Based on the demand for the section, the District may re-designate a section of an Extended Lecture-eligible course to a higher Extended Lecture designation, with consent of the instructor and department chair.
  3. The District may re-designate a section to a lower Extended Lecture designation or the Standard classification to match its actual enrollment at census as specified in Table 32-3.
  4. The FTEF load for an Extended Lecture section assignment will be the FTEF load for a Standard Lecture section assignment for the same course times the load factor in Table 32-3.
  5. The amount of student consultation time (section 32.02.D) for an Extended Lecture section assignment will be the amount of student consultation time for a Standard Lecture section assignment for the same course times the load factor in Table 32-3.
- C. **Support for Extended Lecture Sections:** The District will supply teaching assistant support for Extended Lecture sections based on enrollment at census. The District will allocate teaching assistant support in hours at a rate of two-thirds (2/3) hour per course unit for each student in excess of forty-five (45) students enrolled at census.

### 32.05 DISTANCE EDUCATION

- A. The District will provide the necessary support for online course accessibility compliance.
- B. In order to provide effective student contact, "hybrid" sections that are taught at least 50 percent online will be allocated teaching assistant time at a factor of one (1) hour per lecture unit for each student enrolled over forty-five (45) at first census. This provision is retroactive to the beginning of Fall 2014 semester.
- C. In 2014-15, AFA and the District will review workload provisions for online instructional assignments and negotiate revisions as necessary.

### 32.06 VARIABLE AND EXCHANGE ASSIGNMENTS

- A. **Variable Assignments:** Variable assignments are those contract faculty assignments that occur outside the [contract year](#) from the day of the District commencement exercise of the previous [academic year](#) to the day of the District commencement exercise of the current academic year. The District will make variable assignments in accordance with department procedures (as defined in paragraph 32.06.C) and in consultation with the department chair. Variable assignments will not occur on days the College is closed.
  - 1. Variable assignments pertain to the following contract faculty members only.
    - a. **Counselors** (including EOPS Counselors): The District may schedule each [regular faculty](#) counselor and [probationary faculty](#) counselor in Year 2, 3 or 4 of [tenure review](#) for up to one hundred twelve (112) hours of variable assignments. The District may schedule each contract faculty counselor for up to an additional twenty-eight (28) hours with the consent of the contract faculty counselor.
    - c. **Disability Resources Faculty:** Each contract faculty member in the Disability Resources Department may be scheduled for up to seventy-five (75) hours with the consent of the contract faculty member.
    - d. **Summer Repertory Theatre (SRT) Artistic Director:** The SRT Artistic Director may be scheduled for up to seventy-two (72) days.
  - 2. A Counselor (including EOPS) may be granted an exception to the required variable assignment with written approval of the Vice President of Student Services (VPSS) and the department chair.
  - 3. The SRT Artistic Director may be granted an exception to the required variable assignment with written approval of the VPAA and the department chair.
  - 4. Counselors (including EOPS Counselors), Disability Resources Faculty, and the SRT Artistic Director, may accrue credit hours for time earned through variable assignments in lieu of compensation for those assignments. Credit hours may be used for any type of absence at the discretion of the eligible contract faculty member, and scheduled in accordance with the department procedure (as defined in paragraph 32.06.C).
    - a. Variable assignment credit hours accrued by Counselors (including EOPS Counselors), or Disability Resources Faculty will be scheduled by the hour.
    - b. Variable assignment credit hours accrued by the SRT Artistic Director will be scheduled during the academic year calendar in days.
    - c. Variable assignment credit hours accrued will be scheduled in accordance with the departmental procedures. Upon the request of the contract faculty member, the supervising administrator, in consultation with the chair, may approve changes to this schedule.

- 32.06.A.4.** d. A maximum of forty (40) hours of variable assignment credit hours accrued may be carried over from the current academic year to the subsequent academic year. The supervising administrator and chair may approve in writing a greater maximum for a faculty member.
- e. Other faculty assignments outside of the academic calendar are considered hourly assignments, not subject to variable assignment provisions.
5. If the eligible contract faculty member wishes to charge absences to variable assignment credit hours accrued, this can be accomplished by checking the appropriate box on the Notice of Absence form. The District will maintain a record of completed variable assignment credit hours for each eligible contract faculty member. Accumulated credit hours earned for variable assignments and exchange assignments will not exceed the maximum hourly assignments the District may schedule pursuant to 32.06.A.1, without approval by the department chair and supervising administrator.

**B. Exchange Assignments:** Counselors (including EOPS Counselors), and Disability Resource faculty may accept exchange assignments, which are additional assignments before or after usual work hours on days of the contract year. Examples of such assignments are outreach, high school visits, college nights, college fairs, or other community activities.

1. The District, in consultation with the chair, may offer exchange assignments.
2. An eligible contract faculty member may accrue credit hours for time earned through exchange assignments in lieu of compensation for those assignments. Credit hours may be used for any type of absence at the discretion of the eligible contract faculty member, and scheduled in accordance with their department procedure (as defined in paragraph 32.06C).
3. A maximum of forty (40) hours of exchange assignment credit accrued may be carried over from the current academic year to the subsequent academic year. The supervising administrator and chair may approve in writing a greater maximum for a faculty member.
4. If the eligible contract faculty member wishes to charge absences to exchange assignment credit hours accrued, this can be accomplished by checking the appropriate box on the Notice of Absence form. The District will maintain a record of completed exchange assignments credit hours for each eligible contract faculty member. Accumulated credit hours earned for variable assignments and exchange assignments will not exceed the maximum hourly assignments the District may schedule pursuant to 32.06.A.1, without approval by the department chair and supervising administrator.

**C. Variable Assignment and Exchange Assignment Department Procedures:**

Each department with variable assignments or exchange assignments will maintain written procedures that determine the process of recommending schedules for variable or exchange assignments and for variable or exchange credit hours for time earned. These procedures will be determined by majority vote of the contract faculty in a regular department meeting and then approved by the VPSS. If the department and the VPSS are unable to reach agreement on these procedures, then AFA and the District will negotiate these procedures at the request of either party.

**32.07 FACULTY LOAD BANKING (FLB):** An eligible faculty member may accumulate load earned through hourly assignments in that faculty member's "load bank" in lieu of compensation for that load. This FLB load may be applied to that faculty member's assignments in future semesters subject to the provisions of 32.07.A-D.

**32.07.A.FLB Applications:** An eligible faculty member may use FLB load in connection with a Family/Personal Leave, Special Education Leave, or Sabbatical Leave. An eligible faculty member will apply for such use as part of the application procedure for that leave or during the leave under extenuating circumstances.

1. Family/Personal Leave: A faculty member may apply FLB load to supplement a Family/Personal Leave ([Article 18: Leaves](#), section 18.03). The applied FLB load required will be 1.20 times the assignment load of the supplemental leave.
2. Special Educational Leave: A faculty member may apply FLB load to supplement a Special Educational Leave ([Article 28: Special Educational Leave](#)). The applied FLB load required will be 1.20 times the assignment load of the supplemental leave.
3. Sabbatical Leave: A faculty member may apply FLB load to offset the 0.4 FTEF reduction-in-load per semester for a two-semester Sabbatical Leave ([Article 25: Sabbatical Leave](#)). The FLB load required will be equivalent to the amount applied to offset the reduced load in the first semester of the Sabbatical Leave and 1.20 times the amount applied to offset the reduced load in the second semester of the Sabbatical Leave.

B. **FLB Eligibility:** A 100 percent contract workload status is required of a faculty member using FLB load in connection with a Family/Personal Leave, Special Education Leave, or Sabbatical Leave.

C. **FLB Provisions and Restrictions**

1. The District will maintain a record of the current FLB load balance for each eligible faculty member and make that record available to the faculty member on a timely basis.
2. A faculty member may accrue no more than 1.20 FTEF in FLB load without District approval.
3. When a FLB leave is granted with any other leave, the combined uninterrupted leave will not exceed the equivalent of two (2) semesters without District approval.

D. **FLB Termination**

1. Upon a faculty member's loss of eligibility, the District will at its discretion convert the balance of that faculty member's FLB load to either contract or hourly load (or a combination of both) in the first semester following this loss of eligibility.
2. Upon a faculty member's termination of employment, the District will provide compensation for the balance of that faculty member's FLB per each banked load assignment at the hourly rate of the type of assignment banked in the semester of that assignment.
3. If a faculty member maintains a FLB load balance of 1.00 FTEF or greater for twelve (12) consecutive semesters without applying for a FLB leave, the District may at its discretion convert the balance of that faculty member's FLB load to either contract or hourly load (or a combination of both). The District will notify the faculty member in writing of this action.

E. **2017-2020 FLB Negotiations:** AFA and the District will open Article 32 by mutual agreement pursuant to [Article 1: Agreement to the Contract](#), paragraph 1.03.C in Fall 2018 with the intent of negotiating whether section 32.07 will contain provisions allowing FLB full-semester leaves and FLB partial semester leaves that are not necessarily in connection to other leaves.

### **32.08 CANVAS CONVERSION COMPENSATION**

- A. A faculty member will be compensated who converted an online, hybrid, blended, or web enhanced face-to-face course from CATE and/or Moodle to Canvas. Payment is at the base hourly rate, per unit for the course, not for each section of a course.
  - 1. Ten (10) hours for a three-unit course (3.33 hours per unit) for converting an online course from another platform.
  - 2. Six (6) hours for a three-unit course (2 hours per unit) for converting a hybrid course (greater than 50% online); and
  - 3. Three (3) hours for a three-unit course (1 hour per unit) for converting a blended and web enhanced face-to-face course (0%-50% online).
- B. To claim compensation, a faculty member will fill out the *Transition to Canvas Application* and route through their Supervising Administrator no later than June 30<sup>th</sup> 2019.



# Appendix 1

## 2021-22 Salary Schedules: Effective Fall 2021

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### Sonoma County Junior College District Faculty Salary Schedules

**Effective Beginning of Fall Semester 2021**

#### Schedule I: Normal Annual Contract

<b>Step</b>	<b>Class A</b> Minimum Qualifications	<b>Class B</b> Min. Qual. plus: 55 – 74 units or M.A. + 20 units	<b>Class C</b> Min. Qual. plus: 75 units or M.A. + 40 units	<b>Class D</b> PhD
<b>1</b>	\$73,691	\$78,112	\$82,799	\$84,455
<b>2</b>	\$75,935	\$80,491	\$85,320	\$87,026
<b>3</b>	\$78,178	\$82,869	\$87,841	\$89,598
<b>4</b>	\$80,422	\$85,247	\$90,362	\$92,169
<b>5</b>	\$82,666	\$87,626	\$92,883	\$94,741
<b>6</b>	\$84,910	\$90,004	\$95,404	\$97,312
<b>7</b>	\$87,153	\$92,838	\$97,925	\$99,884
<b>8</b>	\$89,397	\$94,761	\$100,447	\$102,455
<b>9</b>	\$91,641	\$97,139	\$102,968	\$105,027
<b>10</b>	\$93,885	\$99,518	\$105,489	\$107,598
<b>11</b>	\$96,128	\$101,896	\$108,010	\$110,170
<b>12</b>	\$98,372	\$104,274	\$110,531	\$112,741
<b>13</b>	\$100,616	\$106,653	\$113,052	\$115,313
<b>14</b>	\$102,860	\$109,031	\$115,573	\$117,884
<b>15</b>	\$105,103	\$111,410	\$118,094	\$120,456
<b>16</b>	\$107,347	\$113,788	\$120,615	\$123,027
<b>20 PG-20</b>	\$111,566	\$118,260	\$125,356	\$127,863
<b>24 PG-24</b>	N/A	\$122,732	\$130,096	\$132,698
<b>28 PG-28</b>	N/A	N/A	\$134,837	\$137,533

Note: The Normal Annual Contract Schedule applies to all regular, probationary, and temporary faculty. Salaries are stated as annual amounts.

# Sonoma County Junior College District Faculty Salary Schedules

Effective Beginning of Fall Semester 2021

## Schedule II: Normal Base Hourly Assignment

<b>Step</b>	<b>Class A</b> Minimum Qualifications	<b>Class B</b> Min. Qual. plus: 55 – 74 units or M.A. + 20 units	<b>Class C</b> Min. Qual. plus: 75 units or M.A. + 40 units	<b>Class D</b> PhD
<b>1</b>	\$51.52	\$54.61	\$57.89	\$59.05
<b>2</b>	\$53.09	\$56.28	\$59.65	\$60.84
<b>3</b>	\$54.66	\$57.94	\$61.41	\$62.64
<b>4</b>	\$56.23	\$59.60	\$63.18	\$64.44
<b>5</b>	\$57.80	\$61.26	\$64.94	\$66.24
<b>6</b>	\$59.36	\$62.93	\$66.70	\$68.04
<b>7</b>	\$60.93	\$64.59	\$68.46	\$69.83
<b>8</b>	\$62.50	\$66.25	\$70.23	\$71.63
<b>9</b>	\$64.07	\$67.92	\$71.99	\$73.43

Note: The Normal Base Hourly Assignment Schedule applies to all counselors, librarians, and Work Experience faculty for adjunct, overload, and summer school assignments.

## Schedule III: Enhanced Lecture & Lab Hourly Assignment (1.00)

<b>Step</b>	<b>Class A</b> Minimum Qualifications	<b>Class B</b> Min. Qual. plus: 55 – 74 units or M.A. + 20 units	<b>Class C</b> Min. Qual. plus: 75 units or M.A. + 40 units	<b>Class D</b> PhD
<b>1</b>	\$104.07	\$110.32	\$116.94	\$119.27
<b>2</b>	\$107.24	\$113.68	\$120.50	\$122.91
<b>3</b>	\$110.41	\$117.03	\$124.06	\$126.54
<b>4</b>	\$113.58	\$120.39	\$127.62	\$130.17
<b>5</b>	\$116.75	\$123.75	\$131.18	\$133.80
<b>6</b>	\$119.92	\$127.11	\$134.74	\$137.43
<b>7</b>	\$123.09	\$130.47	\$138.30	\$141.06
<b>8</b>	\$126.25	\$133.83	\$141.86	\$144.70
<b>9</b>	\$129.42	\$137.19	\$145.42	\$148.33

Note: The Enhanced Lecture & Lab Hourly Assignment (1.0) Schedule applies to all adjunct, overload, and summer school assignments defined as lecture and 1.0 lab. The enhanced rate per hour of scheduled instruction includes payment for class sessions, class preparation, student assessment and a required twenty (20) minutes of student consultation time.

# Sonoma County Junior College District Faculty Salary Schedules

Effective Beginning of Fall Semester 2021

## Schedule IV: Enhanced Laboratory Hourly Assignment (.80)

<b>Step</b>	<b>Class A</b> Minimum Qualifications	<b>Class B</b> Min. Qual. plus: 55 – 74 units or M.A. + 20 units	<b>Class C</b> Min. Qual. plus: 75 units or M.A. + 40 units	<b>Class D</b> PhD
<b>1</b>	\$83.26	\$88.25	\$93.55	\$95.42
<b>2</b>	\$85.79	\$90.94	\$96.40	\$98.33
<b>3</b>	\$88.33	\$93.63	\$99.25	\$101.23
<b>4</b>	\$90.86	\$96.32	\$102.09	\$104.14
<b>5</b>	\$93.40	\$99.00	\$104.94	\$107.04
<b>6</b>	\$95.93	\$101.69	\$107.79	\$109.95
<b>7</b>	\$98.47	\$104.38	\$110.64	\$112.85
<b>8</b>	\$101.00	\$107.06	\$113.49	\$115.76
<b>9</b>	\$103.54	\$109.75	\$116.34	\$118.66

Note: The Enhanced Laboratory Hourly Assignment (.80) Schedule applies to all adjunct, summer school, and overload assignments defined as .80 laboratory. The enhanced rate per hour of scheduled laboratory instruction includes payment for class sessions, class preparation, student assessment and a required thirteen (13) minutes of scheduled student consultation time.

## Schedule V: Enhanced Laboratory Hourly Assignment (.75)

<b>Step</b>	<b>Class A</b> Minimum Qualifications	<b>Class B</b> Min. Qual. plus: 55 – 74 units or M.A. + 20 units	<b>Class C</b> Min. Qual. plus: 75 units or M.A. + 40 units	<b>Class D</b> PhD
<b>1</b>	\$78.05	\$82.74	\$87.70	\$89.46
<b>2</b>	\$80.43	\$85.26	\$90.37	\$92.18
<b>3</b>	\$82.81	\$87.78	\$93.04	\$94.90
<b>4</b>	\$85.18	\$90.30	\$95.71	\$97.63
<b>5</b>	\$87.56	\$92.81	\$98.38	\$100.35
<b>6</b>	\$89.94	\$95.33	\$101.05	\$103.07
<b>7</b>	\$92.31	\$97.85	\$103.72	\$105.80
<b>8</b>	\$94.69	\$100.37	\$106.39	\$108.52
<b>9</b>	\$97.07	\$102.89	\$109.06	\$111.25

Note: The Enhanced Laboratory Hourly Assignment (.75) Schedule applies to all adjunct, summer school, and overload assignments defined as .75 laboratory. The enhanced rate per hour of scheduled laboratory instruction includes payment for class sessions, class preparation, student assessment and a required eleven (11) minutes of scheduled student consultation time.

# Sonoma County Junior College District Faculty Salary Schedules

Effective Beginning of Fall Semester 2021

## Schedule VI: Enhanced Noncredit Hourly Assignment

<b>Step</b>	<b>Class A</b> Minimum Qualifications	<b>Class B</b> Min. Qual. plus: 55 – 74 units or M.A. + 20 units	<b>Class C</b> Min. Qual. plus: 75 units or M.A. + 40 units	<b>Class D</b> PhD
<b>1</b>	\$71.10	\$75.37	\$79.89	\$81.48
<b>2</b>	\$73.26	\$77.66	\$82.32	\$83.97
<b>3</b>	\$75.43	\$79.95	\$84.75	\$86.45
<b>4</b>	\$77.59	\$82.25	\$87.18	\$88.93
<b>5</b>	\$79.76	\$84.54	\$89.62	\$91.41
<b>6</b>	\$81.92	\$86.84	\$92.05	\$93.89
<b>7</b>	\$84.09	\$89.13	\$94.48	\$96.37
<b>8</b>	\$86.25	\$91.43	\$96.91	\$98.85
<b>9</b>	\$88.42	\$93.72	\$99.35	\$101.33

Note: The Enhanced Noncredit Hourly Assignment Schedule applies to all adjunct, summer school, and overload assignments defined as noncredit. The enhanced rate per hour of scheduled noncredit instruction includes payment for class sessions, class preparation, student assessment and a required seven (7) minutes of scheduled student consultation time.

## Schedule VII: Enhanced CDCP Hourly Assignment

<b>Step</b>	<b>Class A</b> Minimum Qualifications	<b>Class B</b> Min. Qual. plus: 55 – 74 units or M.A. + 20 units	<b>Class C</b> Min. Qual. plus: 75 units or M.A. + 40 units	<b>Class D</b> PhD
<b>1</b>	\$79.45	\$84.21	\$89.27	\$91.05
<b>2</b>	\$81.86	\$86.78	\$91.98	\$93.82
<b>3</b>	\$84.28	\$89.34	\$94.70	\$96.59
<b>4</b>	\$86.70	\$91.90	\$97.42	\$99.37
<b>5</b>	\$89.12	\$94.47	\$100.14	\$102.14
<b>6</b>	\$91.54	\$97.03	\$102.85	\$104.91
<b>7</b>	\$93.96	\$99.60	\$105.57	\$107.68
<b>8</b>	\$96.38	\$102.16	\$108.29	\$110.46
<b>9</b>	\$98.80	\$104.73	\$111.01	\$113.23

Note: The Enhanced CDCP Hourly Assignment Schedule applies to all adjunct, summer school, and overload assignments defined as Career Development College Preparation. The enhanced rate per hour of scheduled CDCP instruction includes payment for class sessions, class preparation, student assessment and a required ten (10) minutes of scheduled student consultation time.

# Appendix 2

## 2020-21 Salary Schedules: Effective Fall 2020

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### Sonoma County Junior College District Faculty Salary Schedules

**Effective Beginning of Fall Semester 2020**

#### Schedule I: Normal Annual Contract

<b>Step</b>	<b>Class A</b> Minimum Qualifications	<b>Class B</b> Min. Qual. plus: 55 – 74 units or M.A. + 20 units	<b>Class C</b> Min. Qual. plus: 75 units or M.A. + 40 units	<b>Class D</b> PhD
<b>1</b>	\$69,218	\$73,372	\$77,774	\$79,329
<b>2</b>	\$71,445	\$75,732	\$80,275	\$81,881
<b>3</b>	\$73,671	\$78,091	\$82,777	\$84,433
<b>4</b>	\$75,898	\$80,451	\$85,279	\$86,984
<b>5</b>	\$78,124	\$82,811	\$87,780	\$89,536
<b>6</b>	\$80,350	\$85,171	\$90,282	\$92,087
<b>7</b>	\$82,577	\$87,531	\$92,783	\$94,639
<b>8</b>	\$84,803	\$89,891	\$95,285	\$97,190
<b>9</b>	\$87,030	\$92,251	\$97,786	\$99,742
<b>10</b>	\$89,256	\$94,611	\$100,288	\$102,294
<b>11</b>	\$91,482	\$96,971	\$102,789	\$104,845
<b>12</b>	\$93,709	\$99,331	\$105,291	\$107,397
<b>13</b>	\$95,935	\$101,691	\$107,793	\$109,948
<b>14</b>	\$98,161	\$104,051	\$110,294	\$112,500
<b>15</b>	\$100,388	\$106,411	\$112,796	\$115,052
<b>16</b>	\$102,614	\$108,771	\$115,297	\$117,603
<b>20 PG-20</b>	\$106,228	\$112,602	\$119,358	\$121,745
<b>24 PG-24</b>	N/A	\$116,433	\$123,419	\$125,887
<b>28 PG-28</b>	N/A	N/A	\$127,480	\$130,029

Note: The Normal Annual Contract Schedule applies to all regular, probationary, and temporary faculty. Salaries are stated as annual amounts.

# Sonoma County Junior College District Faculty Salary Schedules

Effective Beginning of Fall Semester 2020

## Schedule II: Normal Base Hourly Assignment

<b>Step</b>	<b>Class A</b> Minimum Qualifications	<b>Class B</b> Min. Qual. plus: 55 – 74 units or M.A. + 20 units	<b>Class C</b> Min. Qual. plus: 75 units or M.A. + 40 units	<b>Class D</b> PhD
<b>1</b>	\$48.39	\$51.30	\$54.38	\$55.46
<b>2</b>	\$49.95	\$52.95	\$56.12	\$57.25
<b>3</b>	\$51.51	\$54.60	\$57.87	\$59.03
<b>4</b>	\$53.06	\$56.25	\$59.62	\$60.82
<b>5</b>	\$54.62	\$57.90	\$61.37	\$62.60
<b>6</b>	\$56.18	\$59.55	\$63.12	\$64.38
<b>7</b>	\$57.73	\$61.20	\$64.87	\$66.17
<b>8</b>	\$59.29	\$62.85	\$66.62	\$67.95
<b>9</b>	\$60.85	\$64.50	\$68.37	\$69.73

Note: The Normal Base Hourly Assignment Schedule applies to all counselors, librarians, and Work Experience faculty for adjunct, overload, and summer school assignments.

## Schedule III: Enhanced Lecture & Lab Hourly Assignment (1.00)

<b>Step</b>	<b>Class A</b> Minimum Qualifications	<b>Class B</b> Min. Qual. plus: 55 – 74 units or M.A. + 20 units	<b>Class C</b> Min. Qual. plus: 75 units or M.A. + 40 units	<b>Class D</b> PhD
<b>1</b>	\$97.76	\$103.62	\$109.84	\$112.04
<b>2</b>	\$100.90	\$106.95	\$113.37	\$115.64
<b>3</b>	\$104.04	\$110.29	\$116.90	\$119.24
<b>4</b>	\$107.19	\$113.62	\$120.44	\$122.85
<b>5</b>	\$110.33	\$116.95	\$123.97	\$126.45
<b>6</b>	\$113.48	\$120.29	\$127.50	\$130.05
<b>7</b>	\$116.62	\$123.62	\$131.04	\$133.66
<b>8</b>	\$119.77	\$126.95	\$134.57	\$137.26
<b>9</b>	\$122.91	\$130.29	\$138.10	\$140.86

Note: The Enhanced Lecture & Lab Hourly Assignment (1.0) Schedule applies to all adjunct, overload, and summer school assignments defined as lecture and 1.0 lab. The enhanced rate per hour of scheduled instruction includes payment for class sessions, class preparation, student assessment and a required twenty (20) minutes of student consultation time.

# Sonoma County Junior College District Faculty Salary Schedules

Effective Beginning of Fall Semester 2020

## Schedule IV: Enhanced Laboratory Hourly Assignment (.80)

<b>Step</b>	<b>Class A</b> Minimum Qualifications	<b>Class B</b> Min. Qual. plus: 55 – 74 units or M.A. + 20 units	<b>Class C</b> Min. Qual. plus: 75 units or M.A. + 40 units	<b>Class D</b> PhD
<b>1</b>	\$78.21	\$82.90	\$87.87	\$89.63
<b>2</b>	\$80.72	\$85.56	\$90.70	\$92.51
<b>3</b>	\$83.24	\$88.23	\$93.52	\$95.39
<b>4</b>	\$85.75	\$90.90	\$96.35	\$98.28
<b>5</b>	\$88.27	\$93.56	\$99.18	\$101.16
<b>6</b>	\$90.78	\$96.23	\$102.00	\$104.04
<b>7</b>	\$93.30	\$98.90	\$104.83	\$106.93
<b>8</b>	\$95.81	\$101.56	\$107.66	\$109.81
<b>9</b>	\$98.33	\$104.23	\$110.48	\$112.69

Note: The Enhanced Laboratory Hourly Assignment (.80) Schedule applies to all adjunct, summer school, and overload assignments defined as .80 laboratory. The enhanced rate per hour of scheduled laboratory instruction includes payment for class sessions, class preparation, student assessment and a required thirteen (13) minutes of scheduled student consultation time.

## Schedule V: Enhanced Laboratory Hourly Assignment (.75)

<b>Step</b>	<b>Class A</b> Minimum Qualifications	<b>Class B</b> Min. Qual. plus: 55 – 74 units or M.A. + 20 units	<b>Class C</b> Min. Qual. plus: 75 units or M.A. + 40 units	<b>Class D</b> PhD
<b>1</b>	\$73.32	\$77.72	\$82.38	\$84.03
<b>2</b>	\$75.68	\$80.22	\$85.03	\$86.73
<b>3</b>	\$78.03	\$82.72	\$87.68	\$89.43
<b>4</b>	\$80.39	\$85.22	\$90.33	\$92.13
<b>5</b>	\$82.75	\$87.72	\$92.98	\$94.84
<b>6</b>	\$85.11	\$90.21	\$95.63	\$97.54
<b>7</b>	\$87.47	\$92.71	\$98.28	\$100.24
<b>8</b>	\$89.82	\$95.21	\$100.93	\$102.95
<b>9</b>	\$92.18	\$97.71	\$103.58	\$105.65

Note: The Enhanced Laboratory Hourly Assignment (.75) Schedule applies to all adjunct, summer school, and overload assignments defined as .75 laboratory. The enhanced rate per hour of scheduled laboratory instruction includes payment for class sessions, class preparation, student assessment and a required eleven (11) minutes of scheduled student consultation time.

# Sonoma County Junior College District Faculty Salary Schedules

Effective Beginning of Fall Semester 2020

## Schedule VI: Enhanced Noncredit Hourly Assignment

<b>Step</b>	<b>Class A</b> Minimum Qualifications	<b>Class B</b> Min. Qual. plus: 55 – 74 units or M.A. + 20 units	<b>Class C</b> Min. Qual. plus: 75 units or M.A. + 40 units	<b>Class D</b> PhD
<b>1</b>	\$66.78	\$70.79	\$75.04	\$76.54
<b>2</b>	\$68.93	\$73.07	\$77.45	\$79.00
<b>3</b>	\$71.08	\$75.35	\$79.87	\$81.46
<b>4</b>	\$73.23	\$77.62	\$82.28	\$83.92
<b>5</b>	\$75.38	\$79.90	\$84.69	\$86.39
<b>6</b>	\$77.52	\$82.18	\$87.11	\$88.85
<b>7</b>	\$79.67	\$84.45	\$89.52	\$91.31
<b>8</b>	\$81.82	\$86.73	\$91.93	\$93.77
<b>9</b>	\$83.97	\$89.01	\$94.35	\$96.23

Note: The Enhanced Noncredit Hourly Assignment Schedule applies to all adjunct, summer school, and overload assignments defined as noncredit. The enhanced rate per hour of scheduled noncredit instruction includes payment for class sessions, class preparation, student assessment and a required seven (7) minutes of scheduled student consultation time.

## Schedule VII: Enhanced CDCP Hourly Assignment

<b>Step</b>	<b>Class A</b> Minimum Qualifications	<b>Class B</b> Min. Qual. plus: 55 – 74 units or M.A. + 20 units	<b>Class C</b> Min. Qual. plus: 75 units or M.A. + 40 units	<b>Class D</b> PhD
<b>1</b>	\$74.62	\$79.10	\$83.85	\$85.52
<b>2</b>	\$77.02	\$81.65	\$86.54	\$88.28
<b>3</b>	\$79.42	\$84.19	\$89.24	\$91.03
<b>4</b>	\$81.82	\$86.73	\$91.94	\$93.78
<b>5</b>	\$84.22	\$89.28	\$94.64	\$96.53
<b>6</b>	\$86.63	\$91.82	\$97.33	\$99.28
<b>7</b>	\$89.03	\$94.37	\$100.03	\$102.03
<b>8</b>	\$91.43	\$96.91	\$102.73	\$104.78
<b>9</b>	\$93.83	\$99.46	\$105.42	\$107.53

Note: The Enhanced CDCP Hourly Assignment Schedule applies to all adjunct, summer school, and overload assignments defined as Career Development College Preparation. The enhanced rate per hour of scheduled CDCP instruction includes payment for class sessions, class preparation, student assessment and a required ten (10) minutes of scheduled student consultation time.



# Appendix 3

## 2019-20 Salary Schedules: Effective Fall 2019

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### Sonoma County Junior College District Faculty Salary Schedules

**Effective Beginning of Fall Semester 2019**

#### Schedule I: Normal Annual Contract

<b>Step</b>	<b>Class A</b> Minimum Qualifications	<b>Class B</b> Min. Qual. plus: 55 – 74 units or M.A. + 20 units	<b>Class C</b> Min. Qual. plus: 75 units or M.A. + 40 units	<b>Class D</b> PhD
<b>1</b>	\$68,796	\$72,924	\$77,299	\$78,845
<b>2</b>	\$71,039	\$75,301	\$79,819	\$81,415
<b>3</b>	\$73,281	\$77,678	\$82,339	\$83,985
<b>4</b>	\$75,524	\$80,056	\$84,859	\$86,556
<b>5</b>	\$77,767	\$82,433	\$87,378	\$89,126
<b>6</b>	\$80,010	\$84,810	\$89,898	\$91,696
<b>7</b>	\$82,252	\$87,187	\$92,418	\$94,267
<b>8</b>	\$84,495	\$89,565	\$94,938	\$96,837
<b>9</b>	\$86,738	\$91,942	\$97,458	\$99,407
<b>10</b>	\$88,980	\$94,319	\$99,978	\$101,978
<b>11</b>	\$91,223	\$96,697	\$102,498	\$104,548
<b>12</b>	\$93,466	\$99,074	\$105,018	\$107,118
<b>13</b>	\$95,709	\$101,451	\$107,538	\$109,689
<b>14</b>	\$97,951	\$103,828	\$110,058	\$112,259
<b>15</b>	\$100,194	\$106,206	\$112,578	\$114,829
<b>16</b>	\$102,437	\$108,583	\$115,097	\$117,399
<b>20 PG-20</b>	\$106,110	\$112,477	\$119,225	\$121,609
<b>24 PG-24</b>	N/A	\$116,371	\$123,352	\$125,819
<b>28 PG-28</b>	N/A	N/A	\$127,480	\$130,029

Note: The Normal Annual Contract Schedule applies to all regular, probationary, and temporary faculty. Salaries are stated as annual amounts.

# Sonoma County Junior College District Faculty Salary Schedules

Effective Beginning of Fall Semester 2019

## Schedule II: Normal Base Hourly Assignment

<b>Step</b>	<b>Class A</b> Minimum Qualifications	<b>Class B</b> Min. Qual. plus: 55 – 74 units or M.A. + 20 units	<b>Class C</b> Min. Qual. plus: 75 units or M.A. + 40 units	<b>Class D</b> PhD
<b>1</b>	\$48.10	\$50.98	\$54.04	\$55.12
<b>2</b>	\$49.67	\$52.65	\$55.81	\$56.92
<b>3</b>	\$51.23	\$54.31	\$57.57	\$58.72
<b>4</b>	\$52.80	\$55.97	\$59.33	\$60.52
<b>5</b>	\$54.37	\$57.63	\$61.09	\$62.31
<b>6</b>	\$55.94	\$59.30	\$62.85	\$64.11
<b>7</b>	\$57.51	\$60.96	\$64.61	\$65.91
<b>8</b>	\$59.07	\$62.62	\$66.38	\$67.70
<b>9</b>	\$60.64	\$64.28	\$68.14	\$69.50

Note: The Normal Base Hourly Assignment Schedule applies to all counselors, librarians, and Work Experience faculty for adjunct, overload, and summer school assignments.

## Schedule III: Enhanced Lecture Hourly Assignment

<b>Step</b>	<b>Class A</b> Minimum Qualifications	<b>Class B</b> Min. Qual. plus: 55 – 74 units or M.A. + 20 units	<b>Class C</b> Min. Qual. plus: 75 units or M.A. + 40 units	<b>Class D</b> PhD
<b>1</b>	\$97.16	\$102.99	\$109.17	\$111.35
<b>2</b>	\$100.33	\$106.35	\$112.73	\$114.98
<b>3</b>	\$103.49	\$109.70	\$116.29	\$118.61
<b>4</b>	\$106.66	\$113.06	\$119.84	\$122.24
<b>5</b>	\$109.83	\$116.42	\$123.40	\$125.87
<b>6</b>	\$113.00	\$119.78	\$126.96	\$129.50
<b>7</b>	\$116.16	\$123.13	\$130.52	\$133.13
<b>8</b>	\$119.33	\$126.49	\$134.08	\$136.76
<b>9</b>	\$122.50	\$129.85	\$137.64	\$140.39

Note: The Enhanced Lecture Hourly Assignment Schedule applies to all adjunct, overload, and summer school assignments defined as lecture. The enhanced rate per hour of scheduled lecture instruction includes payment for class sessions, class preparation, student assessment and a required twenty (20) minutes of student consultation time.

# Sonoma County Junior College District Faculty Salary Schedules

**Effective Beginning of Fall Semester 2019**

## Schedule IV: Enhanced Laboratory Hourly Assignment

<b>Step</b>	<b>Class A</b> Minimum Qualifications	<b>Class B</b> Min. Qual. plus: 55 – 74 units or M.A. + 20 units	<b>Class C</b> Min. Qual. plus: 75 units or M.A. + 40 units	<b>Class D</b> PhD
<b>1</b>	\$72.53	\$76.89	\$81.50	\$83.13
<b>2</b>	\$74.90	\$79.39	\$84.15	\$85.84
<b>3</b>	\$77.26	\$81.90	\$86.81	\$88.55
<b>4</b>	\$79.63	\$84.40	\$89.47	\$91.26
<b>5</b>	81.99	\$86.91	\$92.13	\$93.97
<b>6</b>	\$84.36	\$89.42	\$94.78	\$96.68
<b>7</b>	\$86.72	\$91.92	\$97.44	\$99.39
<b>8</b>	\$89.08	\$94.43	\$100.10	\$102.10
<b>9</b>	\$91.45	\$96.94	\$102.75	\$104.81

Note: The Enhanced Laboratory Hourly Assignment Schedule applies to all adjunct, summer school, and overload assignments defined as laboratory. The enhanced rate per hour of scheduled laboratory instruction includes payment for class sessions, class preparation, student assessment and a required eight (8) minutes of scheduled student consultation time.

## Schedule V: Enhanced Noncredit Hourly Assignment

<b>Step</b>	<b>Class A</b> Minimum Qualifications	<b>Class B</b> Min. Qual. plus: 55 – 74 units or M.A. + 20 units	<b>Class C</b> Min. Qual. plus: 75 units or M.A. + 40 units	<b>Class D</b> PhD
<b>1</b>	\$66.38	\$70.36	\$74.58	\$76.07
<b>2</b>	\$68.54	\$72.65	\$77.01	\$78.55
<b>3</b>	\$70.70	\$74.95	\$79.44	\$81.03
<b>4</b>	\$72.87	\$77.24	\$81.87	\$83.51
<b>5</b>	\$75.03	\$79.53	\$84.31	\$85.99
<b>6</b>	\$77.20	\$81.83	\$86.74	\$88.47
<b>7</b>	\$79.36	\$84.12	\$89.17	\$90.95
<b>8</b>	\$81.52	\$86.41	\$91.60	\$93.43
<b>9</b>	\$83.69	\$88.71	\$94.03	\$95.91

Note: The Enhanced Noncredit Hourly Assignment Schedule applies to all adjunct, summer school, and overload assignments defined as noncredit. The enhanced rate per hour of scheduled noncredit instruction includes payment for class sessions, class preparation, student assessment and a required eight (8) minutes of scheduled student consultation time.

**Sonoma County Junior College District  
Faculty Salary Schedules  
Effective Beginning of Fall Semester 2019**

**Schedule VI: Enhanced CDCP Hourly Assignment**

<b>Step</b>	<b>Class A</b> Minimum Qualifications	<b>Class B</b> Min. Qual. plus: 55 – 74 units or M.A. + 20 units	<b>Class C</b> Min. Qual. plus: 75 units or M.A. + 40 units	<b>Class D</b> PhD
<b>1</b>	\$74.17	\$78.62	\$83.34	\$85.00
<b>2</b>	\$76.59	\$81.18	\$86.05	\$87.77
<b>3</b>	\$79.00	\$83.74	\$88.77	\$90.54
<b>4</b>	\$81.42	\$86.31	\$91.49	\$93.32
<b>5</b>	\$83.84	\$88.87	\$94.20	\$96.09
<b>6</b>	\$86.26	\$91.43	\$96.92	\$98.86
<b>7</b>	\$88.68	\$94.00	\$99.64	\$101.63
<b>8</b>	\$91.09	\$96.56	\$102.35	\$104.40
<b>9</b>	\$93.51	\$99.12	\$105.07	\$107.17

Note: The Enhanced CDCP Hourly Assignment Schedule applies to all adjunct, summer school, and overload assignments defined as Career Development College Preparation. The enhanced rate per hour of scheduled CDCP instruction includes payment for class sessions, class preparation, student assessment and a required 7.50 minutes of scheduled student consultation time.

## Appendix 4

### Chair Reassigned Time

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<b>DEPARTMENT</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>
Agriculture/Natural Resources	91%	86%	81%	81%	81%
Art	50%	50%	50%	50%	50%
Behavioral Sciences	69%	70%	70%	70%	70%
Biological Sciences	50%	50%	50%	50%	50%
Business	77%	82%	83%	83%	83%
Chemistry & Physics	44%	47%	47%	47%	47%
Child Development	39%	39%	39%	39%	39%
College Skills	63%	63%	63%	63%	63%
Communication Studies	56%	56%	56%	56%	56%
Computer Studies	74%	69%	66%	66%	66%
Counseling	53%	53%	53%	53%	53%
Culinary Arts	61%	61%	61%	61%	61%
Disability Resources	39%	34%	29%	29%	29%
Earth & Space Sciences	36%	36%	36%	36%	36%
Engineering & Applied Tech	52%	52%	52%	52%	52%
English	93%	94%	94%	94%	94%
ESL	74%	76%	76%	76%	76%
Humanities & Religion					28%
Industrial & Trade Technology	39%	39%	39%	39%	39%
Kinesiology, Athletics & Dance	101%	106%	109%	109%	109%
Learning Resources	37%	37%	37%	37%	37%
Mathematics	80%	80%	80%	80%	80%
Music	43%	43%	43%	43%	43%
Philosophy	46%	46%	46%	46%	31%
Social Science	59%	63%	63%	63%	63%
Theatre Arts & Fashion	49%	49%	49%	49%	49%
World Languages	49%	49%	49%	49%	49%

# Appendix 5

## Credit Lab Tiers: Effective Fall 2020

<b>Courses within disciplines</b>	<b>Load Factor</b>	<b>Lecture Hour Equivalent</b>	<b>Exceptions</b>
<b>LAB I: Credit Lab Workload Factor I (.75)</b> applies to credit lab courses primarily for skill development.			
Adapted Physical Education	Lab 1	0.75	none
Administration of Justice	Lab 1	0.75	none
Agriculture	Lab 1	0.75	none
Agriculture Business	Lab 1	0.75	none
Agriculture Mechanics	Lab 1	0.75	none
Animal Health	Lab 1	0.75	Exception: ANHLT 151 (1.00)
Animal Science	Lab 1	0.75	none
Applied Technology	Lab 1	0.75	none
Apprenticeship Education	Lab 1	0.75	none
Architecture	Lab 1	0.75	none
Art (Studio Art)	Lab 1	0.75	none
Athletics	Lab 1	0.75	none
Automotive Technology	Lab 1	0.75	none
Brew	Lab 1	0.75	none
Business Administration	Lab 1	0.75	none
Business Bookkeeping	Lab 1	0.75	none
Business General	Lab 1	0.75	none
Business Management	Lab 1	0.75	none
Business Office Technology	Lab 1	0.75	none
Child Development	Lab 1	0.75	none
College Skills	Lab 1	0.75	none
Community Health Worker	Lab 1	0.75	none
Computer Studies	Lab 1	0.75	Exception: CS 10A, 10B, 10C (1.00)
Construction	Lab 1	0.75	none
Counseling	Lab 1	0.75	none
Culinary Arts	Lab 1	0.75	none
Dance	Lab 1	0.75	Exceptions: DANCE 27, 28 (.80)
Dental Education - Assisting	Lab 1	0.75	none
Dental Education - Hygiene	Lab 1	0.75	none
Dental Education (Assisting & Hygiene)	Lab 1	0.75	none
Diesel/Equipment Technology	Lab 1	0.75	none
Dietetic Technology	Lab 1	0.75	none
Disability Resources Department	Lab 1	0.75	none
Earth Science	Lab 1	0.75	none
Emergency Medical Care	Lab 1	0.75	none
Equine Science	Lab 1	0.75	none

**Credit Lab Tiers**  
Effective Fall 2020

<b>Courses within disciplines</b>	<b>Load Factor</b>	<b>Lecture Hour Equivalent</b>	<b>Exceptions</b>
Fashion Studies	Lab 1	0.75	none
Fire Technology	Lab 1	0.75	none
Floristry	Lab 1	0.75	none
Foods and Nutrition	Lab 1	0.75	none
Graphic Design	Lab 1	0.75	none
Health Care	Lab 1	0.75	none
Health Care Interpreter	Lab 1	0.75	none
Health Education	Lab 1	0.75	none
Horticulture	Lab 1	0.75	Exception: HORT 70 (.80)
Interior Design	Lab 1	0.75	none
Journalism	Lab 1	0.75	none
Kinesiology	Lab 1	0.75	none
Kinesiology Aquatics	Lab 1	0.75	none
Kinesiology Combative	Lab 1	0.75	none
Kinesiology Fitness	Lab 1	0.75	none
Kinesiology Individual Sports	Lab 1	0.75	none
Kinesiology Team Sports	Lab 1	0.75	none
Machine Tool Technology	Lab 1	0.75	none
Mathematics	Lab 1	0.75	none
Media Studies	Lab 1	0.75	Exception: Media 20 and 21 (.80)
Medical Assisting	Lab 1	0.75	none
Music Other	Lab 1	0.75	Exception: Music with public performance labs (.80) Public perf. courses include: MUSCP 21A-D, 23A-D, 30A-D, 32A-D, 33A-D, 42A-D, 81A
Natural Resources	Lab 1	0.75	none
Nursing - Aide	Lab 1	0.75	none
Nursing - Vocational	Lab 1	0.75	none
Pharmacy Technician	Lab 1	0.75	none
Radiologic Technology	Lab 1	0.75	none
Communication	Lab 1	0.75	none
Renewable Energy	Lab 1	0.75	none
Summer Repertory Theater	Lab 1	0.75	none
Sustainable Agriculture	Lab 1	0.75	none
Theatre Arts	Lab 1	0.75	Exceptions: Performance based THAR 10A, 10B, 11, 17 & 19 (.80)
Viticulture	Lab 1	0.75	none
Vocational Education	Lab 1	0.75	none
Waste Water Treatment	Lab 1	0.75	none
Water Treatment	Lab 1	0.75	none
Welding	Lab 1	0.75	none
Wine Studies	Lab 1	0.75	Exception: Wine 3 (1.0)

## Credit Lab Tiers

### Effective Fall 2020

<b>Courses within disciplines</b>	<b>Load Factor</b>	<b>Lecture Hour Equivalent</b>	<b>Exceptions</b>
<b>LAB 2:</b> Credit Lab Workload Factor II (.80) applies to credit lab courses that primarily teach skill development and that include evaluation of student work; clinical rotations at health care sites for Associate Degree Nursing (A.D.N.); or rehearsal for public performance in Music, Dance, and Theatre.			
Civil & Surveying Technology	Lab 2	0.80	none
Electronic Technology	Lab 2	0.80	none
Geographic Information Systems	Lab 2	0.80	none
Nursing: Associate Degree Nursing Clinical Rotations	Lab 2	0.80	none
Surveying	Lab 2	0.80	none

<b>LAB 3:</b> Credit Laboratory Workload Factor III (1.0) applies to credit lab classes that require the faculty to set up experimental labs, prepare experiments, and assess lab reports and other written work.			
Anatomy	Lab 3	1.00	none
Anthropology	Lab 3	1.00	none
Astronomy	Lab 3	1.00	none
Biology	Lab 3	1.00	none
Botany	Lab 3	1.00	none
Chemistry	Lab 3	1.00	none
Engineering	Lab 3	1.00	none
Geology	Lab 3	1.00	none
Meteorology	Lab 3	1.00	none
Microbiology	Lab 3	1.00	none
Physical Science	Lab 3	1.00	none
Physics	Lab 3	1.00	none
Physiology	Lab 3	1.00	none



# Appendix 6

## Article 17.11 Special Assignments

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### **Appendix 17.11.F.1**

Faculty Co-chair for Accreditation  
APASS Learning Community Coordinator  
CRC Co-Chair  
DCC Co-Chairs  
IGNITE Coordinator  
PALS Coordinator  
Professional Development Coordinator  
Queer Resource Center Coordinator  
Umoja Coordinator

### **Appendix 17.11.F.2**

Adaptive PE Coordinator (KAD)  
Artistic Director (Theatre Arts)  
EMC Director (PSTC)  
Film Series/Festival Coordinator (Communication Studies)  
Forensics Coordinator (Communication Studies)  
Gallery Director (Art)  
Museum Director (Behavioral Sciences)  
Non-credit ESL Coordinator (ESL)  
Oak Leaf Newspaper Advisor (Communication Studies)  
Paramedic Academy Director (PSTC)  
Puente Project Coordinator (English/Counseling)  
Artistic Director, SRT (Theatre Arts)  
Writing Center Coordinator (English)

### **Appendix 17.11.F.3**

Academic Senate Executive Committee  
AFA Officers, Negotiators, and other paid appointments

# Addendum 1

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## Letter of Understanding All Faculty Association and the Sonoma County Junior College District

### Faculty Loads for Forensics Program

June 13, 1995

In accordance with e-mail correspondence dated June 13, 1995 from Ed Buckley to John Daly, AFA President, and Susan Houlihan, Communication Studies Department Chair, the All Faculty Association and the Sonoma County Junior College District agree to the following:

1. The 40% allocation for Speech 57 will remain, either as 20% for each of two (2) instructors, or 40% for one (1). (In other words, there is an additional 20% granted for this class, over the 20% typically given for a three-hour lecture assignment. This is past practice.)
2. Lab load credit will be given for the Speech 107 lab hours. Since there are a maximum of nine (9) Speech 107 lab hours per week, this equals an additional 40%, to be assigned to one (1) or more instructors as decided by the Department.
3. Every effort will be made to encourage more enrollments in the Forensics courses, with the goal of having approximately thirty (30) enrollments or more.
4. Academic Affairs will make technical changes in Speech 57 to reflect current practice in terms of student hours.
5. Nothing in this agreement precludes the Department from making curricular adjustments in the program which, however, are subject to normal administrative review.

*Signatures on original*

# Addendum 2

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## Letter of Understanding All Faculty Association and the Sonoma County Junior College District

### **Independent Study ("49" & "98" Courses)**

March 4, 1996

Typically, while department chairs or program coordinators are the instructors of record for independent study courses ("49's" & "98's"), other faculty volunteer to work with students in the development of the course contract, supervision of coursework, and evaluation of the student.

AFA and the District agree that working with a student in this capacity is a strictly voluntary activity, does not involve extra pay, carries no load, and therefore does not count in the calculations to determine whether a faculty member is adjunct, temporary, or probationary.

*Signatures on original*

# Addendum 3

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Memorandum of Understanding  
between the  
All Faculty Association  
and the  
Sonoma County Junior College District  
regarding

**Academic Year 2018-19 Work on AB 705 and Guided Pathways  
December 12, 2018**

**1. Compensation**

- a. During the 2018-19 and 2019-20 Academic years, the District will compensate all non-chair faculty members for all work performed related to (1) AB 705 curriculum, assessment, assessment research, and professional development, or (2) Guided Pathways.
- b. During the 2018-19 Academic year, the District will compensate department chairs for all work performed related to (1) AB 705 curriculum, assessment, assessment research, and professional development, or (2) Guided Pathways.
- c. This compensation may be taken at each individual faculty member's discretion as either contract load (for contract faculty) or on an hourly basis, paid at the Base Hourly rate, where 6.125 hours of work equals 1% of semester contract load.

**2. Required Agreement Between Faculty and the District.** Any work requires written agreement between the faculty member and his/her Department Chair and Dean/Supervising Administrator, and a faculty member may decline such work without prejudice.

- 3. Eligibility.** To be eligible for such compensation, a faculty member must meet all of the following criteria:
- a. must be (1) a department chair performing AB 705 or Guided Pathways work; or (2) serving on, or appointed by, a departmentally approved AB 705 workgroup; or (3) appointed by the Academic Senate to serve on a Guided Pathways workgroup; or (4) otherwise performing AB 705 or Guided Pathways work at the request of his or her Department Chair and Dean/Supervising Administrator;
  - b. must not have already been provided reassigned time or other compensation for the requested work; and
  - c. must report hours worked to the department AA and department chair in accordance with the standard District and department protocols for reporting hourly work.

/signature on original/

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Dr. Karen Frindell Teuscher, President  
All Faculty Association

/signature on original/

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Dr. Frank Chong, President/Superintendent  
Sonoma County Junior College District

# Addendum 4

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## Memorandum of Understanding All Faculty Association and the Sonoma County Junior College District

Flexible Contract Year for  
Summer Repertory Theater Artistic Director

September 1, 2005

The All Faculty Association and the Sonoma County Junior College District agree to the following:

1. The SRT Artistic Director is faculty member with reassigned time to serve as Artistic Director of the SRT program which includes serving as instructor of record for some or all of the SRT summer classes. The unique demands of this position, which involve day-to-day program coordination during an intensive 11-week summer season (May-August), make the position different from other faculty assignments and require that the Artistic Director work during the summer as part of his/her contract load.
2. For the first year of the contact, the newly hired Director will be given 100% reassigned time in order to learn the job and fulfill all the functions required of the position.
3. The contract year will consist of 177 days, scheduled flexibly during a given fiscal year (July 1 to June 30), with 11 weeks (66 working days) scheduled during the summer and the remaining days scheduled during the academic year. Working days may include weekends and evenings.
4. By July 1 of each fiscal year, the SRT Artistic Director will submit a calendar of working days to his/her department chair and supervising administrator for approval. The calendar can be modified with the approval of the chair and supervising administrator.
5. The Theater Arts position with SRT reassigned time is a faculty position and has faculty rights and obligations under the AFA/District contract, including his/her responsibility to fulfill the faculty job description and to be evaluated as a faculty member. The specialized duties of the Artistic Director will be spelled out in a separate job description, mutually agreeable to AFA and the District.
6. This letter of understanding recognizes the unique demands of this one-of-a-kind faculty assignment and does not set a precedent for nor change the contract year of any other faculty member.
7. This agreement is a one-year pilot to determine if the expected workload is appropriate. During that year the newly hired faculty member will be asked to track in calendar form all of the hours that he/she works and the kinds of work performed. The reassigned time may be continued or renegotiated for 2007/2008, during the spring of 2007 by the second proof of fall schedule for the following Academic year, and may be reconfigured to include an academic year teaching load.

*Signatures on original*

# Addendum 5

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## Memorandum of Understanding All Faculty Association and the Sonoma County Junior College District

### Dissolution of the Business Office Technology Department

July 29, 2009

AFA and the District agree that the Business Office Technology Department (BOT) be dissolved effective the 2009-10 academic year. The date of this dissolution shall be August 13, 2009.

As a consequence of the dissolution:

1. Each BOT course at the date of dissolution will become part of the Computer Studies Department (CS), become part of the Business Administration Department (BAD), or become inactive. [SEE ATTACHMENT 1.]
2. Each BOT Regular Faculty Member at the date of dissolution will become a member of either CS or BAD. [SEE ATTACHMENT 2.]

Although the courses in BOT are listed separately in the Catalog and the Schedule of Classes, the BOT curriculum will be the responsibilities of CS and BAD at the date of dissolution, as described in Attachment 1.

Present BOT faculty who possess the Minimum Qualifications for any course in either CS or BAD may be assigned to teach that course. Each Course Outline of Record (COR) identifies the Minimum Qualifications needed to teach that particular course. The District shall direct CS and BAD Chairs to send an email to each faculty member in their respective departments at the date of dissolution, indicating that the faculty member should check the COR to determine whether s/he possesses the Minimum Qualifications for teaching courses in that discipline, and if so, to notify the Chair.

Other consequences of the dissolution are particular to specific articles of the Contract in which faculty rights are specified.

### **Article 13: Department Chairs**

With regard to 13.06, AFA and the District agree that the recalculation of the CS and BAD chair reassigned time will reflect all adjustments to elements of the formula related to the dissolution of BOT effective 2009-10 academic year, and that the total computed reassigned time for the CS and BAD chairs (and any reassigned time delegated to program coordinators) shall not be less than the sum of the 2008-2009 computed reassigned time for BOT, CS and BAD chairs. (Actual reassigned time will be determined by formula.)

### **Article 14: Evaluations**

With regard to Article 14A.05D, CS and BAD will review their Implementation Procedures and create a new Rotation List for evaluations that incorporates present BOT members as required by the conditions of this MOU. [SEE ATTACHMENT 3.]

### **Article 15: Faculty Service Areas and Competency Standards**

Regular Faculty members presently in BOT will receive an email advising them of their rights to apply for FSA's in CS and BAD for which they qualify.

### **Article 16: Hourly Assignments**

With regard to 16.03, CS and BAD will make hourly assignments according to the attached Departmental Procedures. [SEE ATTACHMENT 4.]

With regard to 16.04, any BOT faculty member with Minimum Qualifications of at least one course in CS shall be inserted into the CS length of service list, and, any BOT faculty member with Minimum Qualifications of at least one course in BAD shall be inserted into the BAD length of service list. These insertions shall be made according to the correct dates of hires in BOT, CIS, and BAD. In the case of identical dates of hire, ordering shall be determined by random lot; however, the original ordering in the BOT length of service list must be preserved within the two merged length of service lists. [SEE ATTACHMENT 5.]

Each faculty member's like-load rights as described in 16.04.B.1 shall be preserved.

For Fall 2009, hourly assignments for present BOT, CS, and BAD courses shall be made as described in 16.04.C.1 using the current BOT, CS, and BAD length of service lists and Departmental Procedures respectively. Any hourly assignments remaining 16.04.C.1 has been satisfied with respect to these three lists are considered "new or increased assignments."

For Spring 2010, hourly assignments for present BOT, CS, and BAD courses shall be made as described in 16.04.C.1 using the current BOT, CS, and BAD length of service lists and Departmental Procedures respectively, up to 40% per faculty member. Any remaining like load obligation shall be satisfied using the new merged length of service lists.

For Summer 2010, Fall 2010, and thereafter, hourly assignments for present BOT, CS, and BAD courses shall be made as described in 16.04.C.1 and the revised Departmental Procedures using the new merged length of service list.

*Signatures on original*

# Addendum 6

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## Memorandum of Understanding All Faculty Association and the Sonoma County Junior College District

### Moving Applied Graphics into Computer Studies

July 29, 2009

AFA and the District agree to move the Applied Graphics (ApGr) Program from the Applied Technology Department to the Computer Studies (CS) Department effective 2009-10 academic year.

This MOU addresses the consequences of the merger in all articles of the Contract where faculty rights will be affected.

#### **Article 13: Department Chairs**

With regard to 13.06, AFA and the District agree that the recalculation of the CS chair reassigned time will include all elements of the formula related to the ApGr Program.

#### **Article 14: Evaluations**

With regard to *Article 14A.05.D—Rotation List and Implementation Procedures*, CS and ApGr faculty will follow the process outlined therein to create a new Rotation List for evaluations.

#### **Article 15: Faculty Service Areas and Competency Standards**

The CS Department and the District will send written notification to all regular faculty in the ApGr Program advising them of their right to apply for additional FSA's in the CS disciplines. SEE [STATEWIDE ACADEMIC SENATE DISCIPLINES LIST](#).



## **Article 16: Hourly Assignments**

The CS Department will take the following steps to integrate faculty from the ApGr Program into its hourly assignments process:

1. Rewrite the Hourly Assignment Procedures.
2. Rewrite the Special Expertise or Experience Policy.
3. Bring the revised procedures to CS and the ApGr faculty for review and input.
4. Revise the Length-of-Service List. ApGr faculty shall be inserted into the CS departmental Length-of-Service List according to their Applied Technology dates of hire. If two or more instructors have the same date of hire in either CS or ApGr, the cluster dean and the AFA president will hold a lottery to establish a new order; however, the original ordering in the Applied Technology Length-of-Service List must be preserved within the two merged length-of-service lists.
5. CS and the ApGr Program will provide AFA and the District a database of load histories, including cancellations, for all hourly assignments in 2008-09.
6. AFA and the District will review and approve the Hourly Assignments Procedures, the Special Expertise or Experience policies, and the Length-of-Service List.

## **Curriculum and Minimum Qualifications**

1. Although the courses in the ApGr Program are listed separately in the Catalog and the Schedule of Classes, the ApGr curriculum is now the responsibility of the CS Department.
2. Unless otherwise identified in the CS Hourly Assignment Procedures, including the Special Expertise or Experience Policy, faculty who possess the minimum qualification for courses in the discipline can be assigned to teach those courses. Some CS instructors may teach in the ApGr Program and some ApGr instructors may teach in CS. Each Course Outline of Record (COR) identifies the minimum qualifications needed to teach that particular course. The department chair will send letters to all faculty explaining that instructors should check all the COR's to see if they have the minimum qualifications to teach courses in disciplines other than the one(s) to which they were originally assigned.

*Signatures on original*

# Addendum 7

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## Memorandum of Understanding All Faculty Association and the Sonoma County Junior College District

### Dissolution of the Electronics Department

August 21, 2009

AFA and the District agree that the Electronics Department (ELEC) be dissolved effective on the date of this agreement.

As a consequence of the dissolution:

1. Each ELEC course at the date of dissolution will become part of the Applied Technology Department (ApTech) or become inactive.
2. Each ELEC regular faculty member at the date of dissolution will become a faculty member of ApTech.

This MOU addresses the consequences of the merger in all articles of the Contract where faculty rights will be affected.

#### **Article 13: Department Chairs**

With regard to 13.06, AFA and the District agree that the recalculation of the ApTech chair reassigned time will include all elements of the formula related to ELEC.

#### **Article 14: Evaluations**

With regard to *Article 14A.05.D—Rotation List and Implementation Procedures*, ApTech and ELEC faculty members will follow the process outlined therein to create a new rotation list for evaluations.

#### **Article 15: Faculty Service Areas and Competency Standards**

ApTech and the District will send written notification to all regular faculty in ELEC advising them of their right to apply for additional FSA's in ApTech.

## **Article 16: Hourly Assignments**

The ApTech chair in consultation with the supervising dean will take the following steps to integrate faculty from ELEC into the ApTech hourly assignments process:

1. Revise the Hourly Assignment Procedures (including Special Expertise or Experience Policy), as necessary.
2. Bring the revised procedures to ApTech and ELEC faculty for review and input.
3. Revise the length-of-service list. ELEC faculty members shall be inserted into the ApTech length-of-service list according to their ELEC dates of hire. If an ELEC instructor has the same date of hire as an ApTech instructor, the supervising dean and the AFA president will hold a lottery to establish a new order; however, the original ordering in the ApTech and ELEC length-of-service lists must be preserved within the merged length-of-service list.
4. AFA and the District will review and approve the Hourly Assignments Procedures, and the length-of-service list.

## **Curriculum and Minimum Qualifications**

1. Although the courses in ELEC are listed separately in the Catalog and the Schedule of Classes, the ELEC curriculum is now the responsibility of ApTech.
2. Unless otherwise identified in the ApTech Hourly Assignment Procedures faculty members who possess the minimum qualification for courses in the discipline can be assigned to teach those courses. Some ApTech instructors may qualify to teach in ELEC and some ELEC instructors may qualify to teach in ApTech. Each Course Outline of Record (COR) identifies the minimum qualifications needed to teach that particular course. The APTEch chair will send letters to all faculty explaining that instructors should check all the COR's to see whether they have the minimum qualifications to teach courses in disciplines other than the one(s) to which they were originally assigned.

*Signatures on original*

# Addendum 8

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## Memorandum of Understanding between the All Faculty Association and the Sonoma County Junior College District regarding

Faculty rights following the dissolution of  
the Consumer and Family Studies Department  
and the relocation of disciplines

August 4, 2016

As of July 1, 2016, the District has dissolved the Consumer and Family Studies Department and redistributed the disciplines into related departments.

- Diet Technology and Food/Nutrition is in Health Sciences;
- Fashion Studies is in Theatre Arts;
- Floristry is in Agriculture and Natural Resources; and
- Interior Design is in Engineering and Applied Technology.

This MOU addresses the consequences of these mergers in articles of the Contract where faculty rights will be affected.

**A. Article 13: Department Chairs**

With regard to Article 13.06, the Chair reassigned of 51% from Consumer Family Studies will be reallocated to the receiving departments to total 51% based upon the formula stated in Article 13. Program coordinator load for programs formerly in the Consumer and Family Studies Department will be sustained to support those programs in the receiving departments as described in Article 13.

**B. Article 14: Evaluations**

With regard to Article 14A.05.D, Rotation List and Implementation Procedures, receiving departments will maintain the same evaluation schedule for individual faculty members as the Consumer and Family Studies department. As allowed by the Contract, evaluations may be department or discipline based.

**C. Article 16: Hourly Assignments**

The receiving departments will have a single process for hourly assignments, as described in Article 16.

1. As specified in Article 16.05.B.6, the department/discipline will revise its Department Specified Provisions (DSPs) as necessary or desirable.

2. Each receiving department will merge the appropriate faculty members from the Consumer and Family Studies Department into its length-of-service list, to create a single LOS list, per 16.02.B.5. CFS faculty members will be placed on the receiving departments' LOS lists according to the most recent Consumer and Family Studies Department date of hire. In the case that at least one faculty member each from Consumer and Family Studies Department and the receiving department have the same date of hire, the Cluster Dean and the AFA President will hold a lottery to determine the order in which those faculty members will appear on the list. The original order on the LOS list within each department will be preserved.

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Dr. Karen Frindell  
President,  
All Faculty Association

/signature on original/

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Dr. Frank Chong  
Superintendent/President,  
Sonoma County Junior College District

# Addendum 9

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Memorandum of Understanding  
between the  
All Faculty Association  
and the  
Sonoma County Junior College District  
regarding

Negotiating Impacts resulting from the Implementation of a  
Productivity-Based FTEF Scheduling Model

November 21, 2018

AFA and the District agree to the following:

1. By way of this MOU and as required by the Educational Employment Rights Act, the District hereby provides notice to AFA of its intent to implement a non-negotiable decision and an opportunity for AFA to bargain any impacts of that decision beforehand on matters within the scope of representation. Specifically, the District shall be implementing a class scheduling model in allocating future FTEF by department, based in part on productivity. This model is under development and the District will continue to keep AFA apprised of how it will be implemented.
2. By way of this MOU, AFA acknowledges and accepts the District's right to develop and implement a process for allocating FTEF to departments in determining class schedules. AFA hereby notifies the District of its intent to bargain with it beforehand over any impacts on matters within the scope of representation that may result from the implementation of a productivity-based FTEF scheduling model.

/signatures on original/

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Dr. Terry Mulcaire, Chief Negotiator  
All Faculty Association

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Dr. L. Jane Saldana-Talley, Chief Negotiator  
Sonoma County Junior College District

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Dr. Karen Frindell Teuscher, President  
All Faculty Association

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Dr. Frank Chong, President/Superintendent  
Sonoma County Junior College District

# Addendum 10

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Memorandum of Understanding  
between the  
All Faculty Association  
and the  
Sonoma County Junior College District  
regarding

new additional reassigned time for Academic Senate officers

October 10, 2018

AFA and the District agree to the following:

Beginning in the Spring semester of 2019, the District agrees to assign an additional 80 percent in reassigned time on an annual basis to the Academic Senate, to cover essential work done by Senate officers, including the President. The Academic Senate will have discretion to allot this reassigned time to Senate officers as it sees fit.

/signature on original/

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Dr. Karen Frindell Teuscher  
President,  
All Faculty Association

/signature on original/

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Dr. Frank Chong  
President/Superintendent,  
Sonoma County Junior College District

# Addendum 11

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## **Side Letter Sonoma County Junior College District / All Faculty Association April 8, 2019**

### **Extending the Date Due Requirement for the Early Retirement Options in Article 24 for Early Retirement Incentive (ERI) Recipients Retiring in Spring 2019**

For academic year 2018-19, faculty who apply for the ERI/SERP may apply to the District for Early Retirement Option (ERO) benefits under Article 24.01 through May 7. The ERO application for such faculty will automatically be rescinded, should the faculty member rescind the SERP enrollment application and Retirement Notification by the May 14 deadline. Faculty wishing to apply for ERO benefits and to retire in the Fall semester of 2019 under the ERI/SERP should follow existing Article 24.01.B.1.c timing guidelines and apply for the ERO by the first Friday in the Fall semester.

Agreed to on April\_\_\_\_\_, 2019

By:

District:

AFA:

/signature on original/

/signature on original/

\_\_\_\_\_  
Dr. Jane Saldana-Talley

\_\_\_\_\_  
Terry Mulcaire



# Addendum 12

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Side Letter  
Sonoma County Junior College District/All Faculty Association  
May 6, 2019

**Removal of contract waivers concerning the District Tenure Review and Evaluations Committee (DTREC) from 14A.04.B.4, 14B.04.B.4; 14A.09.A.2; 14B.09.A.3**

AFA and the District mutually acknowledge that striking contractual references to DTREC, and replacing the stricken language with references to the new Tenure Review and Evaluations Group (TREG), creates the possibility of an unintended consequence in the contract items cited above: that the District and AFA members of TREG, respectively, may disagree on an issue, without a contractual mechanism for resolving that disagreement.

The two teams therefore agree that at the first meeting of TREG in the Fall of 2019, the members will address this possibility, and seek a mutually agreeable solution.

Agreed to on May \_\_\_\_\_, 2019

By:

/signatures on original/

District:

AFA: