# Article 7: Definitions

**Academic Calendar** 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.

**Academic Year** The period of time commencing the first day of a fall

semester and ending on the last day of the following spring

semester.

**Associate Faculty** Temporary faculty (<u>Ed Code Section 87482.5</u>) who are

employed at 67 percent or less of a full-time equivalent

workload.

**Associate Faculty Pool** Comprised of associate 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. Associate 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.

**Agreement (or Contract)** The collectively bargained Contract between the All Faculty

Association and the Sonoma County Junior College District.

Allied Faculty Those faculty typically engaged in non-classroom activities

such as counseling and library services.

Allied Student Contact 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.

**Approved Sabbatical Leave** A specific Sabbatical Leave proposal authorized for

implementation by the Board of Trustees.

**Assignment, Contract** Instructional or allied schedules that are paid as part of a

contract faculty assignment.

## **Assignment, Hourly**

Any assignment, whether summer term, regular faculty overload, or associate faculty assignment that is paid by the hour.

#### **Benefits**

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.

#### **Break in Service**

A period of time during which an associate 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 associate faculty pool; performing an assignment in the third semester preserves the faculty member's offer rights and position on the length-of-service list. Associate 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.

### Bumped

The action in which an associate faculty member is removed from an assignment so that a contract faculty member may fulfill a contract assignment obligation; or, in a reduction-inforce 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.

# **Calendar Year**

The period of time that commences on January 1 of a year and ends on December 31 of that same year.

# Career Development College Preparation (CDCP)

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.

#### **Competency Standards**

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 (<u>Ed Code Section 87743.5</u>).

**Conciliation** 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.

**Conciliation/Grievance** 

Officer

The person appointed by the AFA Executive Council to

oversee conciliation and grievance matters.

**Confer**To discuss using any appropriate form of communication,

such as in person, by email, in writing, by telephone, or in a

videoconference.

**Continuing Evaluations** Those evaluations that occur after a regular faculty member

earns tenure, and after associate faculty members earn offer

rights.

**Contract (or Agreement)** See *Agreement* 

**Contract Education** 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 (Ed Code Section

<u>78020-78023</u>).

**Contract Faculty Members** Temporary, probationary, and regular faculty members.

**Contract Year** The specified days of paid service to the District that occur

during the academic year.

**Coordinator** A faculty member who has a coordinator faculty assignment

as described in Article 13: Department Chairs &

Coordinators, section 13.04.

**Date of First Paid Service** 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 associate 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.

**Date of Hire, Departmental** 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 associate faculty member in the

department.

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#### **Date of Hire, District**

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.)

### **Date of Hire, Most Recent**

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. Associate 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.

## Department

A unit of the District devoted to one particular academic discipline or a set of affiliated disciplines. A department offers instruction or allied services, employs probationary contract or tenured faculty as such, and is chaired according to the provisions of Article 13. Departments as defined in Article 7 are distinct from other District entities.

# **Department Chair**

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.

### **Department Electorate**

Contract faculty department members and those associate faculty members with a department assignment of at least 40 percent during the current semester.

# **Department Peer**

A faculty peer chosen from a rotation list consisting of faculty in the same discipline or faculty from all disciplines in the department.

#### **Departmental Activities**

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">Article 17</a>: Job Descriptions.)

**Departmental Flex Day** 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.

**Dependents** The spouse or domestic partner, dependent children and

dependent children of the spouse or domestic partner, of a

faculty member eligible to receive benefits.

**Disciplinary Action** 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.

**Discipline** 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 Ed Code Section 87357)

**Discipline Peer** 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.

**Discipline Peer, Evaluation** A regular or associate faculty member serving according to a

rotation list established within the department.

**Discipline Peer, Tenure** A regular instructor serving according to a standard

departmental procedure established within each department

that is on file with the appropriate vice president.

**District and Department** 

Service

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

Article 17: Job Descriptions.

**District Needs** 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.

**District Policy** 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.

**District Procedures** Procedures and detailed guidelines approved by formal Board

action that describe how District policies are implemented.

Procedures are posted on the District Website.

**Domestic Partner** 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.

**Due Process** 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.

**Ed Code** The Education Code of the State of California.

**Electronic Publication of** 

the Schedule

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.

**Employment Record** Any record that pertains directly to the employment by the

Board of a current unit member.

**Employment Status, Active** The status of an associate faculty member who is providing

paid service to the District during the current semester,

intersession, or summer session.

**Employment Status,** 

Inactive

The status of an associate faculty member who has provided paid service to the District within the past two (2) years, but

who is currently not providing paid service.

#### **Enhanced**

The increase in pay factor reflected in the Hourly Assignment Salary Schedules that are constructed according to the procedures established in <u>Article 26:</u> Salary Schedule Development, section 26.03, in each year the District receives "Associate Faculty Salary Enhancement Funds" from the State.

#### **Established Load**

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.

#### **Evaluation**

A periodic review and assessment of faculty service provided to the District according to the provisions of the Contract.

# **Evaluation, Associate Faculty First Probationary**

The associate 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).

# Evaluation, Associate Faculty Second Probationary

The associate 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).

#### **Evaluation File**

A compilation of evaluation reports that are part of the evaluation process.

# **Evaluation Materials**

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 evaluee's personnel file.

#### **Evaluation Team**

A team consisting of the department chair, one (1) faculty peer, and supervising administrator for regular faculty evaluations and associate faculty evaluations. Evaluations, Regular and Associate Faculty, Continuing

Those evaluations that occur after regular faculty members earn tenure, and after associate faculty members earn offer rights. (See <u>Article 14A:</u> Regular Faculty Evaluations and <u>Article 14B</u>: Associate Faculty Evaluations.)

Faculty Portfolio, Tenure Review

Supporting evidence for the purpose of tenure review of the reasonable causes for determining the employment decision.

**Faculty Service Area (FSA)** 

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 (<u>Ed Code</u> Section 87743.1).

First Year of Contract Employment 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 <u>Ed Code Section 87605</u>.)

**Full-Time Equivalent (FTE)** 

The workload of one regular faculty member working a 177-day work year based on an 8-hour workday.

**Grievance** (*Faculty*)

A written statement signed by a faculty member and filed with the District alleging that the faculty member 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.

**Grievance** (*AFA*)

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.

**Grievant(s)** 

The faculty member filing a grievance, or the person or group of faculty being represented in a grievance filed by AFA.

#### **Hourly Assignments**

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.

# **Immediate Family**

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.

## **Individual Flex Day**

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.

# Instructional Faculty Assignments

Those faculty assignments that involve classroom instruction.

# Instructional Student Contact

Those activities directly related to scheduled instruction, including classroom instruction, preparation for instruction, student assessment activities, and student consultation time for instructors of record.

#### **Instructor of Record**

The person who has received and signed the Confirmation of Assignment letter and who assumes responsibility for the particular assignment.

#### **Length of Service**

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.

### **Length-of-Service List**

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.

**Load Pattern** 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.

**Load Performed** See *Perform an Assignment.* 

**Local Qualifications** 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.

**Minimum Qualifications** 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.

**New or Increased** Any hourly assignments that remain after all faculty with offer

Assignments

rights have received offers of established load or that become

available after the schedule is electronically published.

**Non Department Peer** A faculty peer chosen from a pool of all those regular faculty

members who choose the option of a peer from outside the

department.

**Offer (of an assignment)** 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.

Offer Rights 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.

**One-Year Agreement** A contract between an associate faculty member and the

District that allows the associate 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.

#### **Overload Assignment**

An assignment performed by a contract faculty member in addition to the faculty member's 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">Article 16</a>: Hourly Assignments.

## **Pay Rate Parity**

Eighty-seven point five (87.5) percent of the full pay for regular faculty as payment for the performance of student contact assignments.

### **Perform an Assignment**

To complete an assignment, except if left uncompleted by reason of being granted a formal leave (Sick Leave or federally-mandated leave).

#### **Personnel File**

See Employment Record.

# Probationary Faculty Member

A faculty member employed at 67.1 - 100 percent and in tenure review, which is typically four (4) years.

# Probationary Period, Associate Faculty

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.

# Probationary Period, Contract Faculty

The period of time during which tenure review occurs, typically the four (4) years following hire.

# **Professional Ancillary Activities**

District-approved assignments outside of a faculty member's teaching or allied duties, as described in <a href="Ed Code Section"><u>Ed Code Section</u></a></a>
<a href="87482.5(b) & (c)">87482.5(b) & (c)</a> and which associate 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.

# **Professional Growth Increment**

The salary enhancement earned by the regular faculty member after reaching Step 16 on Salary Schedule I: Normal Annual Contract.

Professional Service and Development

Those activities that support or promote the discipline or the profession, academically or in the community.

**Progressive Discipline** 

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.

Proof 1

The first scheduling draft for a semester or term, with a deadline specified in the Academic Affairs calendar.

**Pro-rata Contract** 

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.

Recommended Assignments

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.

**Reduction in Force** 

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 (Ed Code Section 87743-87746).

**Regular Faculty** 

Those contract faculty members who have tenure.

**Return to Paid Service** 

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.

Sabbatical Leave

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 <u>Article 25:</u> Sabbatical Leave.)

**Self-Assessment** 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.

**Seniority Rights** The right of senior faculty members to retain employment in

the District in those subjects that they are both qualified and

competent to teach.

**Special Educational Leave** 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 Article 28: Special Education Leave.)

**Special Expertise** 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.

**Student Consultation Time** The time a faculty member is required to schedule for

meeting with students outside the official class time for

regular and hourly assignments.

**Summary of Student** 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.

**Summer Term/Session** 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).

**Supervising Administrator** 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.

**Evaluations** 

### **Team Member Report**

The report that documents each team member's evaluation of the probationary faculty member's job performance for the prior year.

# **Temporary Assignment**

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.

### **Temporary Faculty**

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.

#### **Tenure Review**

The evaluation of probationary faculty members for the purposes of encouraging faculty development and determining contract renewal.

# Tenure Review and Evaluations Group

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).

#### **Tenure Review Team**

Consists of the department chair, one (1) discipline peer, and the supervising administrator.

#### **Working Day**

Any day during which the administrative offices of the District are open for business.

**Article 7: Definitions** 

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