

Triggers—or conditions which must be met in order to begin process of assigning course to faculty with FSAs.

1. This process shall be initiated by the District providing the faculty member is involuntarily and systemically under-loaded. Involuntarily under-loaded means that the faculty member is not under-loaded by choice, including not accepting a load or a partial load due to preferred teaching days or times or not wanting to negatively impact another's load within the faculty member's initial discipline(s). Under no circumstances should this language be construed as allowing assignment outside of the provisions of the CBA. For the purposes of this procedure, systemically under-loaded is defined as a faculty member who is under-loaded for a minimum of four semesters, OR twelve or more units, in a three-year/six semester period (or commensurate hours for counseling and librarians). As such, the following checklist would apply:
 - a. That there are no courses taught by adjunct faculty in the discipline during those semesters wherein the faculty member was under-loaded
 - b. That all options for scheduling a full-load for the faculty member have been exhausted by the district, including online courses, evening courses, courses at centers and any other off-campus locations or time periods as allowed by the CBA.
 - c. The faculty member to be assigned partially to a new discipline is willing to engage the whole of this process.

Apart from the above criteria, in rare circumstances, other unforeseen, compelling factors which may be cited, such as physical disability or other limiting disabilities, or the requirement of a specialization in a discipline which necessitates the retaining of a part-time colleague. These other factors would be presented in writing by the Superintendent-President or designated representative to the senate president and the association president

Process by which FSA transfer would take place.

2. Should the above requirements be met, the following procedures will be followed to ensure faculty and student success within the identified disciplines.
 - a. That the faculty member will engage in a peer-consultation process, to include the same steps as one would follow in an interview process as outlined under [ref hiring procedures for adjunct faculty, to include teaching demo] elsewhere in this manual, including any required materials and a teaching demonstration within the discipline.
 - b. Based on this peer-consultation, discipline faculty will identify any professional development requirements, as well as a faculty mentor.
 - c. Based on this peer-consultation, discipline faculty will recommend to administration courses within the discipline appropriate to the interviewee's expertise
 - d. Based on this peer-consultation and the identified professional development requirements, discipline faculty will recommend a semester for the interviewee to begin

teaching in the discipline, not to exceed one academic year (either the subsequent semester or the following).

- 1)The district will provide and subsidize appropriate professional development in consultation with the interview committee, including release time for the faculty member to pursue professional development
- 2)The district will provide a stipend for the assigning of a mentor faculty member to work directly with the interviewee
- 3)The faculty member will agree to meet this conditions

8.1 Definitions:

ARTICLE 8 TRANSFERS

101. 8.101 **Transfer: A change in assignment from the faculty member's assigned discipline in one division/department to another discipline in another division/department or change in work location with the employee's consent.**
102. 8.102 **Involuntary transfer: A change in assignment from the faculty member's assigned discipline in one division/department to another discipline in another division/department or change in work location without the employee's consent.**

2. 8.2 Job Postings:

201. 8.201 The District shall post a notice of regular job vacancies on bulletin boards in prominent locations in each building. The job announcement shall be posted for a period of ten (10) full working days during which time employees may request a voluntary transfer to a new discipline.
202. 8.202 **Regular faculty members requesting a transfer who meet the minimum qualifications for the position, submits a request for consideration and other documents as requested in the job announcement, shall be interviewed for the position.**
203. 8.203 Regular Faculty Job Postings

A “day” for the purpose of this article is defined as “a day the College is open for business” (instructional calendar).

3. 8.3 Involuntary Transfer:

301. 8.301 Involuntary transfers shall be made when required by management. The District shall notify the Association when this article will be utilized, explain the need and the terms and conditions, and the need for retraining of faculty if such a need exists.
302. 8.302 The District shall request faculty members volunteer to fill available vacant positions prior to involuntarily transferring a qualified faculty member.

303. 8.303 Faculty members to be involuntarily transferred shall have the right to 19

4. 8.306 Retraining Opportunities: Faculty who meet the minimum qualifications but do not have demonstrated competence in the subject field shall be given an opportunity to increase his/her competence by being provided with released time to take coursework in the subject area to be taught. The amount and duration of the released time shall be determined by the Vice President of Academic Affairs or Student Services, as appropriate, in consultation with the faculty member and the Association representative. If approved, any released time authorized under this article, shall include a written agreement between the parties to outline the released time program. The agreement shall include a commitment by the faculty member to continue his/her service at Solano College for a specified time as agreed upon.

Sheila Kaushal

Subject: FW: Discussion of Senate FSA Document
Attachments: Senate FSA Proposal and Contract Language.docx; ATT00001.htm

From: Erin Farmer [<mailto:erinfrmr@gmail.com>]
Sent: Friday, September 22, 2017 10:27 AM
To: Michael Wyly <Michael.Wyly@solano.edu>
Subject: Fwd: Discussion of Senate FSA Document

Sent from my iPhone

Begin forwarded message:

From: Erin Farmer <erinfrmr@gmail.com>
Date: September 20, 2017 at 10:40:10
Subject: Discussion of Senate FSA Document

Dear Exec Board Members,

I am working on a report to present to Senate President Michael Wyly on our position regarding/objections to the draft senate FSA document and as our discussion was rather free form and short on specifics (in terms of details in the document), I wanted to solicit more specific feedback from you all. To that end, I have prepared a document that includes the components that seemed most controversial--including the “triggers” that would be “required” to initiate the process of assigning an underloaded faculty member classes for which she possesses an FSA and the process by which such a reassignment would take place,--and have copied the contract language that addresses this for comparison. I have also highlighted key passages for ease of comparison. If you could review the attachment and send your comments—simple bullet points would be fine—it would give me a clearer sense of your specific objections.

I have already conveyed to President Wyly the general objections—the concern about senate working on matters that are within union purview, the fact that the triggers are too restrictive (however, are there ones that you specifically object to?—please identify them). I believe that there was considerable objection to department faculty review of the candidate’s qualifications (the argument being that the FSA is the qualification), but, as you will see in the CBA language, there already is an interview process for voluntary transfer based on FSA, so discipline faculty do review the candidates.

Be assured that I have no doubt that much of what is addressed in the senate document does fall within union purview, but, as there are 10+1 matters covered therein as well, it seems like something the union and senate might address jointly with a clear delineation of areas that pertain to/are covered in CBA and those that are academic and professional matters appropriate for senate consideration.

Passages from the California Education Code Specifying the Roles of the Academic Senate

The following section highlights some of the significant segments of the California Code of Regulations with links to the sections on the [California Legislative Information](#) website. Education Code changes with new legislation, so this handbook hyperlinks to the most current versions of the codes, rather than excerpting them here. These important legal strictures are designed to ensure faculty's full participation in the educational and governance processes at community colleges.

- [Ed. Code: § 70902 \(b\)\(7\) Governing Boards; Delegation](#)
Requires the local Board of Trustees to establish procedures to ensure participatory governance.
- [Ed. Code: § 87359 \(b\) Waiver Of Minimum Qualifications; Equivalency](#)
Requires the local Board of Trustees to rely primarily upon the advice of the senate regarding faculty meet minimum qualifications.
- [Ed. Code: § 87360 \(b\) Hiring Criteria](#)
Requires the local Board of Trustees to develop hiring criteria, policies, and procedures for new faculty members.
- [Ed. Code: § 87458 \(a\) Administrative Retreat Rights](#)
Requires the local Board of Trustees to rely primarily upon the advice and judgment of the academic senate regarding procedures regarding administrators retreating into faculty positions.
- [Ed. Code: § 87610.1\(a\) Tenure Evaluation Procedures](#)
Requires that collective bargaining agents, or faculty unions, consult with the academic senate prior to negotiating tenure evaluation procedures.
- [Ed. Code: § 87663 \(f\) Evaluation Procedures](#)
Requires that collective bargaining agents, or faculty unions, consult with the academic senate prior to negotiating faculty evaluation procedures.
- [Ed. Code: § 87743.2 Faculty Service Areas](#)
Requires that collective bargaining agents, or faculty unions, consult with the academic senate prior to negotiating Faculty Service Areas (FSA).

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Senate/Union Relations

The academic senate and a college's collective bargaining agent, or faculty union, work together for the benefit of faculty, but questions often arise concerning the roles of the respective organizations. Put in its simplest terms, the academic senate represents the faculty in academic and professional matters and the collective bargaining agent represents the faculty regarding working conditions.

More specifically, the academic senate represents the faculty in the eleven specific areas defined by [Title 5](#). Furthermore, the Education Code¹ assigns additional responsibilities to academic senates, such as minimum qualifications and equivalency processes, faculty hiring, faculty evaluation and tenure review, administrative retreat rights, and faculty service areas. The collective bargaining agent represents the faculty in such areas as workload, assignment, working hours, academic calendar, and salary and benefits.

¹ Specifically §§ [87610.1\(a\) Tenure Evaluation Procedures](#), [87663\(f\) Evaluation Procedures](#), and [87743.2 Faculty Service Areas](#) of the Education Code requires collective bargaining agents (unions) to consult with the academic senate prior to negotiating faculty tenure and performance evaluation procedures as well as Faculty Service Areas.

Typically, the role and responsibilities of the collective bargaining agent are evident in the agreement between the bargaining agent and the district.

The roles and responsibilities of the academic senate and the bargaining agent frequently, and with good reason, overlap. For example, "policies for faculty professional development" is one of the academic and professional matters assigned to the academic senate by Title 5. However, many collective bargaining agreements also address such areas, particularly with respect to flex service—though the focus might tend more toward the legal aspects of professional development such as service obligations. Likewise, sabbatical leaves (terms, application process, requirements, pay) are typically addressed in the collective bargaining agreement. However, as the intent of sabbaticals is promote professional and personal growth and faculty professional development is among the academic and professional matters, some local senates elect the sabbatical committee chair, appoint committee members, and approve specific sabbatical proposals, which has the effect of making the sabbatical committee a senate committee. Protecting a senate committee's status in the contract does not make it any less a senate committee. The contract language should ensure that the local senate retains its right to appoint and report and to render decisions.

These examples demonstrate how local academic senates and the collective bargaining agents comingle their responsibilities. Those purviews are further entangled as the Education Code requires that bargaining agents consult with the academic senates prior to engaging in bargaining on evaluation, tenure review processes, and faculty service areas. Additionally, the bargaining agent should consult with the senate prior to negotiations to determine any additional areas of mutual interest and concern to be bargained. Some senates and unions may wish to establish joint committees or issues-oriented task forces to exchange information. Each organization has its primary area of responsibility and focus, and each may—and likely will—approach issues differently. In addition, each organization represents the same group of people. Faculty interests are best served when the two faculty representative groups work cooperatively with each other.

Objections to the draft (academic senate proposal for procedures relating to transfer of faculty with FSA) - This is from the Kinesiology department.

- 1. We know of no discussions in Negotiations related to defining “systematic under-load.” Who established the definitions?
- 1.a. Our department cannot operate without adjuncts because of the many “specialized class” we offer that “REQUIRE” special training and requirements. Additionally, we have 3 full time head coaches (who are part time) in athletics who must teach “specialized” classes. How do the ATHLETIC assignments given to Adjunct Head Coaches fit into this requirement? A full-time underloaded faculty member may not even know how to keep score in a tennis match, but would that individual still be expected to take that varsity sport class(es) as load? The same can be said for Martial Arts. Is the solution to not offer Martial Arts courses or cancel certain sport teams?
- 1.b. Online course assignments can only take place when the instructor has an approved shell, so the option to assign an individual online courses may be limited. The CBA also states that with certain locations (e.g., the prison), the faculty member must agree to the assignment.
- 2. Program Impact Report: This would appear to be delve into some fairly obscure and potentially lengthy topics as it lists “all affected programs,” “long-term planning for that faculty member,” “potential effect on the program,” etc. For context, KINE faculty encountered underload in for the fall 2017 semester in August 2017. We are now trying to complete the spring 2018 schedule at the end of September 2017. That is a very short turnaround time (actually unrealistic) to compile the Program Impact Report and nothing in this document mentions a timeline. Now, the **REAL IMPORTANT COMPONET** here, the under-loaded faculty member may not be the individual with the FSA. Case in point, me (Kevin Marks). I was not under-loaded in fall 2017, other(s) in his department was/were under-loaded. According to this process, only under-loaded faculty may be considered.
- 3. Minimum Qualifications for all faculty positions are currently checked by HR. Why this responsibility is now passed on to the Faculty Senate President for **select individuals**? Again, this has already been completed by HR and chancellor’s office in terms of minimum quals. Anything else is “adding” more requirements to the FSA individual and this is discriminating against this person. This would be holding the FSA faculty member at a higher standard.
- 4. b. Do hiring committees for adjuncts that now consist of discipline faculty provide peer-consultation (sounds very much like a type of peer-review) to all new adjunct hires, including assignment to a faculty mentor?
- 4. c. Do members of hiring committees anywhere else in SCC provide recommendations as to what courses an individual can/may teach? This would appear to be part of administrative right of assignment.
- 4. d. Does flexibility exist in the limitation “not to exceed one academic year” and if not, why?

- 4. d. 1) What is the \$ limit on development and how is the faculty development for this individual different than faculty development associated with funds controlled by the faculty senate? These same faculty development funds actually went to support individuals on sabbaticals to secure the FSA that have now been brought into question.
- 4. d. 2) What is the \$ amount range for the stipend and how is that determined?