

## Article 7: Definitions

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“**AB 1725**” is legislation passed in 1988 dealing with reform of community colleges, the provisions of which are now found in the Education Code and Title V regulations. The eight areas of reform are Mission, Governance, Finance, New Programs and Services, Affirmative Action, Employment Policies, Accountability, and Conditions and Appropriations for Reform.

“**Act**” means the Educational Employment Relations Act, which is found in Government Code Sections 3540 – 3549.3.

“**Academic calendar**” means the entire period from the beginning of one Fall semester to the beginning of the subsequent Fall semester, including holidays, breaks, intersessions and Summer sessions.

“**Academic year**” means that period of time between the first day of a Fall semester and the last day of the following Spring semester.

“**Additional Peer, Evaluation**” for the purposes of evaluation, means a regular or adjunct faculty member chosen by the evaluatee. When appropriate, this member could be from another department. The additional peer shall be seated on an evaluation team only upon mutual agreement of the Department Chair, the Discipline Peer, and the evaluatee.

“**Administrative designee**” means a management employee designated by the President to represent the District.

“**Administrative intern**” means a temporary faculty re-assignment to administrative duties.

“**Agreement**” means the collectively bargained Contract between the All Faculty Association and the Sonoma County Junior College District.

“**Assignment**” (types of):

“**Assignment – Regular, Probationary, and Temporary Faculty**” generally involves instructional or allied schedules that have work assignments five (5) days and/or evenings from Monday through Friday of each week. In some instances, the work week may be modified to include four-day assignments or weekend assignments.

“**Assignment, Hourly**” means any assignment, whether Summer school, regular faculty overload, or adjunct faculty assignment which is paid by the hour.

“**Assignment priority**” means the preference given to faculty for receiving hourly assignments.

“**Authority for employment**” means the authority of the Board of Trustees to approve the employment of a faculty member before he/she can begin work or receive remuneration for services.

“**Break in service**” with regard to “Y”-rated and pro-rated adjunct faculty members occurs when an adjunct faculty member has not provided paid service to the District (as a Unit A faculty member) for two calendar years plus one day (731/2 days).

**“Bumped”** means a faculty member without seniority (adjunct faculty) is removed from service to permit a faculty member with seniority (regular, probationary or temporary) to perform one (1) FTE assignment or, in a reduction-in-force situation, a tenured faculty member with less seniority is denied an assignment so that a tenured faculty member with greater seniority receives an assignment.

**“Calendar year”** means 365 or 366 (in the case of leap year) days per year.

**“College Service”** consists of those activities which contribute to the department or to the College outside of those required for classroom instruction or the range of allied duties. For examples, see Article 17: Job Descriptions.

**“Competency standards”** means the SRJC District requirements, in addition to the minimum and local qualifications that must be met by any faculty member to be recognized as being competent to teach subjects within a Faculty Service Area (see Article 15: Faculty Service Areas and Competency Standards). These standards were developed in consultation with the faculty and approved by the collective bargaining agent and the Board of Trustees. (See also Policy 4.3.2b, Equivalency of Faculty Qualifications.)

**“Conciliation”** means 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.

**“Continuing Evaluations”** means those evaluations that occur after regular faculty earn Tenure, and after adjunct faculty earn Assignment Priority.

**“Contract”** means the collectively bargained Agreement between the All Faculty Association and the Sonoma Junior College District.

**“Contract Education”** means 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 78020).

**“Contract year”** means the 177 days of paid service to the District that occur during the academic year.

**“Coordinators” (types of):**

**“Location Coordinator”** is a position that does not currently exist. However, both AFA and the District have agreed to analyze the need for better coordination and administration of Department operations at sites where programs are offered without a resident Department Chair and to determine a means to provide support of Department faculty and programs at all District locations.

**“Program Coordinator”** means a faculty member who assists a Department Chair/Supervising Administrator in the coordination and administration of a specific program of study. Duties vary and may include: preparing/reviewing/revising curriculum, preparing the schedule of classes, advising students, administering program budget, preparing the PEP, acting as liaison to the Department Chair and/or Dean, advocating for program needs, organizing an Advisory Committee (for vocational programs), organizing and holding Advisory Committee meetings at least twice a year, and acting as liaison to the College for the program, for example for PR.

**“Project Coordinator”** means a faculty member who assists a Department Chair/Supervising Administrator in the coordination and administration of a specific project, for example the SEED project or Scholar Athletes program. Duties vary and may include: recruiting and advising participants in the project, acting as liaison to and from District faculty as needed, coordinating project activities at all District locations, acting as liaison to the Department Chair, and/or Dean, advocating for project needs, and acting as liaison to the College for the program, for example for PR.

**“Date of hire” (types of):**

**“Departmental date of hire”** means the date of first paid service (as a Unit A faculty member) in a department or the date of return to paid service of an adjunct faculty member in the department after a loss of assignment priority.

**“District date of hire”** means 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.)

**“Most recent date of hire”** means 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 more than two consecutive semesters, their return to paid service will establish a new most recent date of hire.

**“Departmental activities”** means 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 Article 17: Job Descriptions.)

**“Department Chair”** means the elected Chair of a department, except in departments which 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.

**“Dependents”** means the spouse, or domestic partner, dependent children, and dependent children of the spouse or domestic partner, of a faculty member eligible to receive benefits.

**“Discipline”** means 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.)

**“District Policy”** means written policies approved by formal Board action covering Bylaws of the Board of Trustees, Philosophy, Mission and Goals, District Governance, Academic Program, Personnel, Finance, Facilities Planning, and Community Relations. Policies are printed on white paper in the District Policy Manual.

**“District Procedures”** means procedures and detailed guidelines approved by formal Board action that describe how District policies are implemented. Procedures are printed on blue paper in the District Policy Manual.

**“District Tenure Review and Evaluation Committee (DTREC)”** is a committee consisting of faculty and administrators, which acts as a resource for probationary faculty and Tenure Review Teams during the tenure review process, and for faculty and Evaluation Teams during the evaluation process.

**“Domestic Partner”** means the adult person, of either gender, who is registered as a domestic partner with a faculty member according to the requirements agreed to by AFA and the District. Registration using approved forms is required to implement benefit coverage.

**“Ed Code”** means the Education Code of the State of California.

**“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.

**“Employment status, active”** describes an adjunct faculty member who is providing paid service (as a Unit A faculty member) to the District during the current semester, inter-session, or Summer session.

**Employment status, inactive”** describes an adjunct faculty member who has provided paid service to the District (as a Unit A faculty member) within the past two solar years (731/2 days), but who is currently not providing paid service. Inactive adjunct faculty remain in the adjunct faculty pool and are not required to participate in the hiring process for re-hire to the same position within a two-year period.

**“Evaluation”** means a periodic review and assessment of faculty service provided to the District according to the provisions of the Contract. ((See Article 14A: Regular & Adjunct Faculty: Continuing Evaluations, Article 14B: Temporary Faculty Evaluations, Article 14C: Adjunct Faculty: Probationary Evaluations 1 & 2, and Article 30: Tenure Review.)

**“Evaluations” (types of):**

**“Adjunct Faculty Initial Probationary Evaluation”** means the evaluation conducted in semester 1 or 2 of employment (or summer session 1 or 2 if summer session is the sole period of employment) from any date of hire, in each department where an adjunct faculty member is employed. (See Article 14C: Adjunct Faculty: Probationary Evaluations 1 & 2.)

**“Adjunct Faculty Second Probationary Evaluation”** means the evaluation conducted in semester five (5), or summer-session five (5) if that is the sole term of adjunct employment from any date of hire, in each department where an adjunct faculty member is employed. (See Article 14C: Adjunct Faculty: Probationary Evaluations 1 & 2.)

**“Regular and Adjunct Faculty Continuing Evaluations”** means those evaluations that occur after regular faculty earn Tenure, and after adjunct faculty earn Assignment Priority. (See Article 14A: Regular & Adjunct Faculty: Continuing Evaluations.)

**“Tenure review”** means the evaluation of probationary faculty members for the purposes of encouraging faculty development and determining contract renewal. Tenure review considers three (3) contract periods: Contract I (first year of employment); Contract II (second year of employment); and Contract III (third and fourth years of employment). (See Article 30: Tenure Review.)

**“Evaluation Team”** for regular faculty evaluations and adjunct faculty second and continuing evaluations consists of the Department Chair, one Faculty Peer, and Optional Other Team Members (Additional Discipline Peer and Supervising Administrator). (See Article 14A: Regular & Adjunct Faculty: Continuing Evaluations and Article 14C: Adjunct Faculty: Probationary Evaluations 1 & 2.)

**“Faculty” (types of):**

**“Adjunct faculty”** means a temporary faculty member (Ed Code Section 87482.5) who is employed at 60 per cent or less of a full-time equivalent workload. Their employment is contingent on the availability of assignments and needs of the District. They are employed from semester to semester with no continuing employment rights. Adjunct faculty are usually paid on an hourly basis. (See Article 16: Hourly Assignments.)

**“Adjunct faculty pool”** means the pool of qualified applicants who have been interviewed and are qualified to work in a department, but who do not currently have an assignment. A candidate for employment may remain in the pool for a period of up to two (2) years without having been offered an assignment. Adjunct faculty members who lose their assignment priority in a given department may remain in the adjunct faculty pool for that department.

**“Adjunct allied faculty”** means those adjunct faculty who are engaged in non-classroom activities such as counseling and library services. They are paid an hourly rate from Schedule II: Base Hourly Assignment.

**“Adjunct laboratory faculty”** means those adjunct faculty whose assignment is credit laboratory, Physical Education activities, or other assignments designated as laboratory load. They are paid from Schedule IV: Laboratory Hourly Assignment.

**“Adjunct lecture faculty”** means those adjunct faculty who are engaged in credit lecture instructional activities. They are paid from Schedule III: Lecture Hourly Assignment.

**“Adjunct non-credit faculty”** means those adjunct faculty whose assignment is non-credit instruction. They are paid from Schedule IV: Non-Credit Hourly Assignment.

**“Allied faculty”** means those faculty typically engaged in non-classroom activities such as counseling and library services.

**“Instructional faculty”** means those faculty typically engaged in classroom instruction.

**“Probationary faculty”** member means a newly-hired faculty member employed at 60.1 - 100 per cent. The probationary period is typically four (4) years, at which time the Board of Trustees, at its discretion, may employ him or her as a regular faculty member. (See Article 30: Tenure Review.)

**“Regular faculty”** means those faculty typically employed at 60.1 - 100 per cent in a tenured position. Regular faculty have tenure and are permanent. This term also applies to faculty who achieve tenure and then are employed at a reduced work load in an agreement with the District, and to a limited number of faculty first employed prior to 1967 who achieved tenure as a result of past legal decisions. This category does not include retired faculty.

**“Retired faculty”** means former regular faculty who are no longer under contract with the District. If a faculty assignment is performed, it will be performed as an adjunct faculty member.

**“Temporary faculty”** means those faculty employed at 60.1 - 100 per cent, 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 60.1 per cent or more in any three (3) consecutive years without being placed in a regular or probationary contract.

**“Faculty Peers” (types of):**

**“Adjunct Faculty Initial Probationary Evaluation Only: Discipline Peer”** means for the first evaluation in any department within which the adjunct faculty member has an assignment, the evaluator shall be appointed by the Department Chair, and shall either be a Discipline Peer or the Department Chair. (See Article 14C: Adjunct Faculty: Probationary Evaluations 1 & 2.)

**“Adjunct Faculty Second Probationary Evaluation, and Regular and Adjunct Faculty Continuing Evaluation: Additional Discipline Peer”** means a regular or adjunct 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. (See Article 14A: Regular & Adjunct Faculty: Continuing Evaluations and Article 14C: Adjunct Faculty: Probationary Evaluations 1 & 2.)

**“Discipline Peer, Evaluation”** for the purposes of evaluation, means a regular or adjunct faculty member serving according to a rotation list established within the department. (See Article 14A: Regular & Adjunct Faculty: Continuing Evaluations and Article 14C: Adjunct Faculty: Probationary Evaluations 1 & 2.)

**“Discipline Peer, Tenure”** for the purposes of tenure review, means a regular instructor, serving according to a standard departmental procedure established within each department which is on file with the appropriate Vice President. (See Article 30: Tenure Review.)

**“Regular Faculty Evaluation Only: Non-Discipline Peer”** means a regular faculty member undergoing a year 3 Team Evaluation who chooses a Non-Discipline Peer instead of a Discipline Peer. Each regular faculty member who chooses this approach will automatically be entered into the Non-Discipline Peer pool. (See Article 14A: Regular & Adjunct Faculty: Continuing Evaluations.)

**“Faculty portfolio”** for the purpose of tenure review serves as supporting evidence of the reasonable causes for determining the employment decision. It includes material supplied by the probationary faculty member, as well as material collected and reports written by the evaluators. This is kept in the probationary faculty member’s personnel file in the Human Resources Department. (See Article 30: Tenure Review, paragraph 30.05.)

**“Faculty Service Area (FSA)”** means 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 (see Article 15: Faculty Service Areas and Competency Standards).

**“Fair Share Service Fee”** means the deduction taken from the paychecks of faculty members of Unit A, who are not members of AFA, to support the work that the organization performs on their behalf, according to the provisions of Senate Bill 1960 (2000), effective January 1, 2001.

**“File”** means to deliver either personally or by certified mail, return receipt requested. A document is “filed” on the day it is received by hand, or the date it is mailed by certified mail.

**“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% 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 Section 87605).

**“Flex Day” (types of):**

**“Departmental Flex Day”** means a “flexible” Professional Development Activity day devoted to professional development activities, which are designed by a department and approved by Academic Affairs, and which take place during an approved time.

**“Individual Flex Day”** means a “flexible” Professional Development Activity day devoted to professional development activities, which are designed by an individual faculty member and approved by an appropriate supervising administrator, and which take place during an approved time.

**“Full-Time Equivalent (FTE)”** is equal to the work load of one (1) regular faculty member working a 177-day work year based on an 8-hour work day.

**“Grievance”** means a written statement by a faculty member alleging that he or she 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”** also means a written statement by the All Faculty Association 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.

**“Grievance”** also means a written statement by the All Faculty Association signed by an individual faculty member alleging that the employee 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”** means the person filing a grievance, or the person or group being represented in a grievance filed by AFA.

**“Immediate family”** means 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.

**“Length of service”** means the period of time calculated from the departmental date of hire (date of first paid service in the department).

**“Limited Service Day”** means the designated Professional Development Activity days of the year when some of the services usually available to the community, such as counseling and library services, are not available, or are only available on a severely limited basis.

**“Load Pattern”** means 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.

**“Local qualifications”** means the SRJC District requirements in addition to minimum qualifications for performing an assignment at SRJC. These requirements are to be determined prior to announcement for hire and approved by the Board of Trustees.

**“Loss of assignment priority”** means that an adjunct faculty member has not performed paid service in a particular department for a period more than two (2) consecutive semesters and consequently has lost their assignment priority in the department, though they may remain in the adjunct faculty pool. Subsequent acceptance of an assignment in the department establishes a new departmental date of hire (see Article 16: Hourly Assignments).

**“May”** means permissive.

**“Minimum qualifications”** means the state-mandated requirements for teaching a subject at the community college level.

**“Office session”** means the time a faculty member is required to schedule for meeting with students outside the official class time for hourly assignments. Time requirements vary by assignment type: Lecture Hourly = 10 minutes per class hour; Laboratory Hourly and Non-Credit Hourly = 5 minutes per class hour.

**“Pay Rate Parity”** means 87.5% of the full pay for regular faculty as payment for the performance of Student Contact assignments.

**“Perform an assignment”** means 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.)

**“Pro rata contract”** means a contract written for probationary and regular faculty with work loads greater than 60 per cent and less than 100 per cent, which provides pro rata pay and benefits. No pro rata contracts will be given to adjunct faculty.

**“Probationary period” (types of):**

**“Probationary period, adjunct faculty”** means the period of time in any department from the date of the first paid service in any department until the end of the fifth semester of service during which no assignment priority will be granted.

**“Probationary period, regular faculty”** means the period of time during which tenure review occurs, typically the four years following hire.

**“Professional Growth Increment”** means the salary enhancement earned by the regular faculty member after reaching Step 16 on Salary Schedule I: Annual Contract.

**“Professional Service and Development”** consists of those activities which support or promote the discipline, or the profession, academically or in the community. For examples, see Article 17: Job Descriptions.

**“Reduction in force”** means 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. (See Board Policy 4.3.2d, Reduction in Force of Faculty Positions and Article 23: Reduction in Force of Faculty Positions.)

**“Sabbatical Leave”** means a Board of Trustees authorized release 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.

**“School day”** means the typical Monday through Friday instructional day which begins at 7:30 a.m. and continues until 10:00 p.m., or any other day during which instruction is provided, during the academic year and Summer session.

**“Seniority rights”** means the right of senior faculty to retain employment in the District in those subjects that they are both qualified and competent to teach. Priority of assignment in a reduction-in-force situation is based on placement on the District maintained seniority list. Seniority rights can be exercised by faculty only in their assigned FSA’s. Seniority means length of service of a regular faculty member ranked by date of hire with drawing of lots determining placement of faculty hired on the same date. (Note: a copy of the Seniority List for the District is available in the Human Resources Department.)

**“Shall”** means mandatory.

**“Student Contact”** is either instructional or allied.

**“Instructional Student Contact”** means those activities directly related to scheduled instruction, including classroom instruction, preparation for instruction, student assessment activities, and office hours for instructors of record. For specific examples, see Article 17: Job Descriptions.

**“Allied Student Contact”** means 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. For specific examples, see Article 17: Job Descriptions.

**“Substitutes”** are faculty used for short-term or long-term replacement of faculty members.

**“Summer school”** means interior sessions between the Spring and Fall semesters. It is not part of the academic year.

**“Supervising administrator”** is the Assistant Dean, Associate Dean, or Dean to whom the Department Chair or Program Director reports and who 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 of the affected faculty member at a site other than the Santa Rosa campus.

**“Tenure review”** means the evaluation of probationary faculty members for the purposes of encouraging faculty development and determining contract renewal. Tenure review considers three (3) contract periods: Contract I (first year of employment); Contract II (second year of employment); and Contract III (third and fourth years of employment).

**“Tenure Review Report” (types of):**

**“Administrative Sign-off Sheet”** means the list of persons reviewing the portfolio each year including names, positions and signatures of those who have reviewed the portfolio. (See Article 30: Tenure Review.)

**“Board of Trustees Decision”** means the report that documents the Board of Trustees decision with regard to the further employment status of the probationary faculty member. (See Article 30: Tenure Review.)

**“Minority Yearly Report”** means the report written by a Team member, using the Yearly Report form, who does not agree with the recommendation contained in the Yearly Report (See Article 30: Tenure Review.)

**“President/Superintendent’s Recommendation”** means the report that documents the President/Superintendent’s recommendation with regard to further employment status of the probationary faculty member. (See Article 30: Tenure Review.)

**“Self-Assessment”** means 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. (See Article 30: Tenure Review.)

**“Summary of Student Evaluations”** means the document that summarizes student feedback, covering all student evaluations conducted during each academic semester, inter-session or Summer session and includes tallies of responses to questions and unedited transcripts of all written comments. (See Article 30: Tenure Review.)

**“Team Member Report”** means the report that documents each Team member’s evaluation of the probationary faculty member’s job performance for the prior year. (See Article 30: Tenure Review.)

**“Vice-President’s Report”** means the report that is submitted by the Vice President in the event that special circumstances in an individual faculty member’s tenure review process require the intervention of a Vice President. (See Article 30: Tenure Review.)

**“Yearly Report”** means the report that summarizes the Tenure Review Team’s conclusions with regard to the evaluation of all three portions of the probationary faculty member’s job performance for the prior year. (See Article 30: Tenure Review.)

**“Tenure Review Team”** consists of the Department Chair, one Discipline Peer, and the supervising administrator. (See Article 30: Tenure Review.)

**“Working Day”** means any day during which the administrative offices of the District are open for business. (Note: “working day” and “school day” are not always the same.)

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