

Index to Memoranda of Understanding  
and Revised Contract Articles  
included in the  
Tentative Agreement Dated August 28, 2009  
between the All Faculty Association  
and the Sonoma County Junior College District

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Included in the 8/28/09 Tentative Agreement are the Memoranda of Understanding (MOU's) and revised Contract articles listed below. The complete text of each MOU and revised article (including new language in *red italics* and deletions in black ~~strikeout~~) is posted on the AFA Web site at: <http://www.santarosa.edu/afa/mou.shtml> .

**Additional Contract Language Revisions to the 2008-09 Contract between AFA and the District** *(MOU dated 12/9/08)*

AFA office staff identified numerous minor errors and omissions that needed to be corrected.

**Article 1: Agreement to the Contract** *(revised article)*

For every new Contract period, the District and AFA agree to the Contract, and outline negotiating parameters for the next period. In the next round of negotiations there will be six automatic reopeners:

- Article 8: Academic Calendar
- Article 10: Benefits
- Article 14: Evaluations
- Article 17: Job Descriptions
- Article 26: Salary Schedule Development
- Article 30: Tenure Review
- Article 31: Working Conditions

AFA and the District may each open three additional articles for that two-year period. Both sides may “sunshine” and reopen other articles by mutual agreement.

**Article 8: Academic Calendar** *(MOU dated 8/6/09)*

To assist the District in addressing the state budgetary shortfall, AFA agreed that regular faculty would take a one-day mandatory furlough for August 13, 2009 (New Faculty Orientation Day), thereby reducing the 2009-10 academic calendar from 177 days to 176 days.

**Article 9: Academic Freedom** *(revised article)*

*Language approved by Academic Senate on 3/4/09*

A sub-committee of the Academic Senate revised the article on academic freedom. Along with clarifying the language in the article, the committee added an important new grievance process for those times when it appears that a faculty member's academic freedom has been violated.

**Article 10: Benefits** *(MOU dated 8/6/09)*

The existing SISC-Blue Shield and Kaiser plans continue unchanged for the 2009-10 benefit year.

**Article 13: Department Chairs** *(MOU dated 8/6/09)*

In order to generate some salary savings, department chairs agreed to give up one of their per-diem training days and to be paid on an hourly basis for any hours of training that they attend. This resulted in a salary savings of approximately \$28,000.

**Article 15: Faculty Service Areas and Competency Standards, and Reduction in Force of Faculty Positions** (*MOU dated 5/1/09*)

The rewrite of this article replaces the incomplete and outdated list of faculty service areas with the statewide Academic Senate's approved *Disciplines List*. The language in Article 23 has been moved into Article 15.

**Article 16: Hourly Assignments**

• ***MOU re: AFDAF for 2008-09 dated 11/21/08***

AFA agreed to contribute \$16,675.00 to supplement the Adjunct Faculty District Activities Fund in order to help the District pay for adjunct representation on the Academic Senate and on key District-wide committees.

• ***MOU re: 67% Loads dated 12/2/08***

State legislation now allows adjunct faculty to work up to a 67% load. This MOU outlines a process whereby departments can assign load up to 67%. No faculty member will receive a 67% load until all faculty members with assignment priority under Article 16 who request an assignment receive like load.

• ***MOU re: Spring 2009 Cancellations dated 12/5/08***

• ***MOU re: Fall 2009 Cancellations dated 6/15/09***

The late reductions to both the Spring 2009 and Fall 2009 Schedule of Classes necessitated MOU's creating protections for faculty who involuntarily lost load after the electronic publication of the schedule.

**Article 17: Job Descriptions**

• ***MOU re: SRJC Email in Article 17 and Article 31 dated 3/10/09***

• ***MOU re: SRJC Email & Department Chair Training dated 8/28/09***

The SRJC email system is now the official means of communication with faculty about the terms and conditions of employment in the District [17.01.A.1.b.3.); 17.01.A.2.b.6.); 17.02A.1.b.3.); 17.02A.2.b.6.) 17.03.C.7.a.8)].

In addition, the language from the Article 13 MOU reducing department chair training days has been integrated into 17.03.B.1.

**Article 18: Leaves** (*MOU dated 2/18/09*)

In order to come into compliance with the Family Medical Leave Act, this article now contains language parallel to the SEIU contract and complies with federal regulations (18.02.F).

In 18.03.B.2, new language allows for the use of sick leave beyond the five (5) paid days for bereavement leave. The new upward limit for bereavement leave is now eleven (11) days. New language also allows for greater flexibility in the use of personal necessity leave with the approval of the appropriate vice president.

**Article 21: Professional Growth Increments (PGI)** (*MOU dated 5/4/09*)

The Professional Growth Increments Committee along with the AFA Negotiating Team completely revised this article to clarify the kinds of PGI credit available and the documentation necessary to receive growth increments. New language also allows the committee to grant contingent approval each year so that faculty will know in advance whether or not PGI activities will be acceptable to the committee and the District.

**Article 22: Professional Development** (*MOU dated 8/21/09*)

The Flex Program will continue for the 2009-10 academic year. New language clarifies that pre-approved special group activities may receive Flex credit for New Faculty Orientation Day.

**Article 23: Progressive Discipline & Due Process** (*MOU dated 5/1/09*)

The existing language in Article 23 was moved into Article 15. This section is blank because AFA and the District will be negotiating a due process article similar to the one in the SEIU contract.

**Article 24: Retirement** (*MOU dated 7/29/09*)

The insurance carriers required language that clarifies when District coverage ends and Medicare takes over.

**Article 25: Sabbatical Leaves** (*MOU dated 3/19/09*)

To assist the District in addressing the state budgetary shortfall, AFA agreed that the fifteen (15) sabbatical leaves approved in 2008-09 would be rescheduled for 2010-11 and beyond. Additionally, the sabbatical leave program for the 2010-11 and 2011-12 academic years will be cancelled.

The resulting \$805,000 salary savings have been placed in the AFA Health and Welfare Benefits Account to pay for medical benefit premiums. The maximum amount available for use or redirection in 2009-10 will be \$200,000, and in subsequent years the amount available for use or redirection will be \$200,000 plus the unused portion of any of the previous years' credit.

**Article 26: Salary Schedule Development**

• ***MOU re: Salary Freezes dated 7/13/09***

To assist the District in addressing the state budgetary shortfall, AFA agreed to freeze the 2008-09 salary schedules with no adjustment to Rank 10. This resulted in a salary savings for the District of approximately \$1.1 million.

• ***MOU re: Faculty Donations to Supplement Programs dated 8/6/09***

AFA also negotiated a program whereby faculty can donate to the Foundation through payroll deduction money that can then be moved to the General Fund to support instructional programs administered jointly by faculty and administration. The AFA president and the Academic Senate president in consultation with the vice president of Academic Affairs and the vice president of Business Services will sign off and transfer those funds from the General Fund to instructional budgets.

• ***MOU re: Mandatory Furlough & Elimination of NFO dated 8/6/09***

The mandatory furlough of New Faculty Orientation Day on August 13, 2009 resulted in a salary reduction of .565% — a salary concession of \$329,000.

• ***MOU re: Enhancement Funds dated 8/28/09***

With the 62% reduction of the state budget lines for the Part-time Office Hours and Part-time Compensation Programs, it will be necessary to reduce the Enhanced Hourly Assignment Salary Schedules by approximately \$2.02 million. AFA and the District have agreed to negotiate the methodology and timing for those reductions. The reductions will be made prior to December 31, 2009 at the time when we know the extent of the federal backfill from the American Recovery and Reinvestment Act.

**Article 29: Substitutes and Reporting Faculty Absences** (*MOU dated 2/3/09*)

This article was modified to clarify the process for assigning day-to-day substitutes and short-term substitutes, and how those assignments are loaded. Language from Board Policy and Procedure 4.7.1 and 4.7.1P: Reporting Faculty Absence and Leave Time was added to this article.

**Article 30: Tenure Review** (*MOU dated 7/29/09*)

This article was completely rewritten to remove confusing language resulting from the use of passive voice and to clarify the roles of all members participating in the tenure review process. New language clarifies the tenure process when faculty members are hired later than the beginning of the academic year. New language also outlines expectations for college serve for probationary faculty. Tenure review teams will develop a college service plan for each of the four years of the tenure review process (30.03.C).

**Article 31: Working Conditions**

• **MOU re: Transfer Policy dated 2/5/09**

Board Policy and Procedure 3.25 & 3.25P—Regular Faculty Transfer between Campuses or Centers has been added to this article (31.10).

• **MOU re: SRJC Email in Article 17 and Article 31 dated 3/10/09**

The SRJC email system is now the official means of communicating with faculty about the terms and conditions of employment in the District (31.09).

**Addendum 5: Dissolution of the Business Office Technology Department** (*MOU dated 7/29/09*)

The Business Office Technology Department is no longer a department. This agreement outlines how faculty will be assigned to Computer Studies and/or Business Administration. The language also addresses a variety of contract articles where this change might affect these faculty members.

**Addendum 6: Moving Applied Graphics into Computer Studies** (*MOU dated 7/29/09*)

The Applied Graphics Program is no longer a part of the Applied Technology Department. This agreement moves that program to Computer Studies. The language also addresses a variety of contract articles where this change might affect these faculty members.

**Addendum 7: Dissolution of the Electronics Department** (*MOU dated 8/21/09*)

The Electronics Department is no longer a department. This agreement outlines how faculty will be assigned to the Applied Technology Department. The language also addresses a variety of Contract articles where this change might affect these faculty members.

**Appendix 2: 2009-10 Salary Schedules: Effective Fall 2009** (*Per Article 26 Salary Freeze MOU dated 7/13/09 and Article 26 Mandatory Furlough MOU dated 8/6/09*)

These new schedules reflect the mandatory furlough for August 13, 2009 (New Faculty Orientation Day) and the agreement not to implement a salary adjustment to Rank 10 in the 2009-10 academic year.