

# 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 the faculty member's 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 FACULTY PRIVACY RIGHTS**
- A. All faculty members have the expectation of privacy.
  - B. Faculty members maintain the same right to privacy regardless of whether they are delivering online or in-person instruction or student services.
  - C. The District will publish information advising students that they are prohibited from recording class sessions, taking screenshots of live class sessions, saving chats, and engaging in any other activity that captures a virtual learning experience and that these activities violate faculty members' privacy rights absent the faculty members' express consent. It is considered an "act of misconduct" for a student to use any electronic listening or recording device in any classroom without the prior consent of the instructor, except as necessary to provide reasonable auxiliary aids and academic accommodations to a student with a disability, or to make a video recording, audio recording, take photographs, or streaming audio/video of any person in a location where the person has a reasonable expectation of privacy, without that person's knowledge and express consent.
- 31.06 INTELLECTUAL PROPERTY RIGHTS:** Faculty members retain intellectual property rights in both online and in-person instruction, and when providing online or in-person student services.

### **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 associate faculty member's email account will be maintained while the associate faculty member either 1) is in the associate 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 associate 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 FACULTY TRANSFER:** The District reserves the right to make faculty assignments with regard to days, times, departments, and campus sites that best serve the needs of students and best utilize District facilities and resources. The District also recognizes that there may be a need to assign tenured faculty members to departments and locations other than those in which they have historically performed their assignments. Tenured faculty members may also express interest in changing the department or location as originally assigned at the time of hire.

- A. **Types of Transfer:** A transfer of a faculty member from one district site to another will be referred to as an "intercampus transfer." A transfer of a faculty member from one department to another, regardless of site, will be referred to as an "interdepartmental transfer." A faculty member transferring into a new department will meet minimum qualifications and have a Faculty Service Area (FSA) in the department into which they are transferring. Intercampus and interdepartmental transfers include the following:
  - 1. **New Position:** A tenured faculty member may request to transfer into a new position that has been approved for recruitment at another location or in another department. The transfer request shall occur after approval of the position by the District Superintendent/President and before the formal advertisement of the open position.
  - 2. **Faculty Request:** Any tenured faculty member may request to transfer to another location or another department in which they meet minimum qualifications and have an FSA.
  - 3. **Newly Identified District Need:** The District may identify a program, departmental, or location need, and establish a faculty position that may be filled by transfer only; i.e., no external faculty recruitment will be sought. A qualified, tenured faculty member may respond to a transfer opportunity initiated by the District. If no qualified tenured faculty members respond, the District may transfer a qualified tenured faculty member to fill the position.
  - 4. **Necessity Transfer:** The District may transfer a faculty member to another location or department based on unusual or extenuating circumstances related to the well-being of individual faculty member or to meet a District need.

**31.08.B. Transfer Request Deadlines:** A faculty member initiating any form of transfer request must submit the request in writing to the appropriate Vice President(s) during the semester prior to the semester in which the faculty member wishes to transfer. This request must be made by October 15 for the following spring semester transfer and February 15 for the following fall semester. In the case of a New Position Transfer, the request must be received prior to the formal advertisement of the position.

**C. Faculty Transfer Request Process:** Faculty members interested in applying for interdepartmental or intercampus transfer will submit a written request to the appropriate Vice President(s). The request will be referred to a Transfer Task Force for review. Requests for transfer shall be processed as follows:

1. The Transfer Task Force will consist of the appropriate campus or cluster supervising administrator(s), the AFA President or designee, and the Academic Senate President or designee. The Task Force shall review all transfer requests and produce a written recommendation for the appropriate Vice President(s). When more than one (1) request for a position is received, the Transfer Task Force report shall address the suitability of all candidates for the transfer. In the case of an intercampus transfer, the Transfer Task Force will interview the applicant and the department chair, but may choose to consult with other appropriate program supervisors, deans, or department chairs. In the case of an interdepartmental transfer, the Transfer Task Force will interview the department chairs of both affected departments and others as appropriate. All proceedings of the Transfer Task Force are confidential.
2. The Transfer Task Force will submit its written opinion to the appropriate Vice President(s), based on the following criteria:
  - a. Experience teaching the courses or performing the allied duties envisioned for the position;
  - b. Willingness to participate in department, cluster, and campus programs and activities;
  - c. Satisfactory evaluations;
  - d. Impact on staffing and the program or department educational plan of the department or campus to which the faculty member is currently assigned;
  - e. Other information the Transfer Task Force deems appropriate to the request.
3. All faculty transfer requests will be reviewed by the Transfer Task Force. The Vice President of Academic Affairs will review Task Force recommendations regarding Instructional and Library faculty members. The Vice President of Academic Affairs and the Vice President of Student Services will review Task Force recommendations regarding Counseling, EOPS, and Disability Resources faculty members. A joint recommendation will be made by the appropriate Vice President(s) to the District Superintendent/President.
4. The final decision of the District Superintendent/President will be conveyed to the faculty member, the Transfer Task Force, the department chair(s), supervising administrator(s), Human Resources, and the appropriate Vice President(s). Every effort will be made to reach the final decision in time for the faculty member's name to appear in the class schedule for the upcoming term.
5. The approved intercampus or interdepartmental transfer of a faculty member is considered permanent; however, all tenured faculty members maintain the right to request a new intercampus or interdepartmental transfer.

**31.08.D. District-Initiated Transfer Process.** The appropriate Vice President or the District Superintendent/President may identify a position or need within the District that it wishes to fill via the transfer of an existing tenured faculty member.

1. The District will distribute a written description of the position to all eligible tenured faculty. The description will include a list of potential courses to be taught and duties to be performed.
2. The appropriate supervising administrator will hold an informational meeting for all interested and eligible faculty.
3. If one or more faculty members indicate interest in the position, then the Transfer Task Force process outlined in 31.08.C will be used.
4. If no faculty member indicates interest in the position, the District may initiate a necessity transfer as defined in 31.08.A.4.

**E. Transfers and Staffing Balance**

1. Intercampus Transfers: When the location of an existing faculty member's assignment changes through an approved intercampus transfer into a new position, the location of the recruitment will change to the campus the faculty member is leaving.
2. Interdepartmental Transfers: The District will review the staffing balance of the departments affected by an interdepartmental transfer prior to final approval of a request to transfer to a new department. The District will award a new position to the faculty member's current department unless fiscal conditions or other relevant circumstances do not allow or unless the supervising administrator in consultation with the department chair confirms that there is not a need to fill the vacancy.

**F. Faculty Interdepartmental Transfer Rights**

1. Faculty members who transfer into another department retain their tenured status and their position on the Faculty Seniority List.
2. After transferring, the faculty member will remain on the same six-semester evaluation timeline that they were on in the previous department.

**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**

- 31.09.B. 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, with the exception of building 500 at the Public Safety Training Center.
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.
- 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:

- 31.09.E.**
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.

### **31.10 Distance Education Working Conditions**

- A. Instructors will ensure that all Distance Education courses adhere to the requirement for "regular effective contact between instructor and students, and among students", as outlined in §§55200-55204 of Title 5 of the California Code of Regulations.
- B. Faculty members using synchronous online instruction may require students to attend "real time" remote learning sessions only during times published in the schedule of classes.
- C. Faculty members have the right to require a level of student participation that they deem appropriate for their online courses, which may include requiring students to use video conferencing or other technologies by which students are visibly present. While there is no express prohibition against faculty requiring students to attend live online synchronous classes with their cameras on, an indiscriminate cameras-on requirement risks violation of student privacy rights under the California Constitution, and potentially implicates other federal and state privacy and civil rights laws. However, if there are circumstances where full audio and visual student participation is essential to instruction, a carefully tailored cameras-on requirement might be appropriate.
- D. Faculty members are responsible under the Family Educational Rights and Privacy Act (FERPA) to protect the confidentiality of student education records. As set forth in the FERPA Guidelines for Distance Education Courses, when a class recording will be shared with individuals other than students enrolled in that section of the course, the faculty member is required to have each student in that section sign a SRJC FERPA (Family Educational Rights & Privacy Act) Consent to Release Student Information in Classroom Recordings consenting to being recorded.

### **31.11 ASSOCIATE FACULTY WORKING CONDITIONS**

- A. **Department Membership.** Associate faculty members may be members of more than one department, provided they have been hired and placed into the Associate faculty pool for each department.
  - 1. The load of an associate faculty member shall not exceed 67% across the District, except as provided in 16.04.B and 29.04.C
  - 2. If an associate faculty member's total established load across multiple departments exceeds 67%, the faculty member may accept or decline assignments at their discretion in any department as long as the total load accepted is less than 67%
  - 3. Associate faculty members will be evaluated separately in each department according to the established six-semester schedule for their service in that department.
- B. **Building Access.** Associate faculty members will have access to facilities required for their assignment, and will be provided keys or key card access to those facilities prior to the terms in which they have an assignment. Access will be retained over Winter Break and Summer term provided that the associate faculty member has an assignment in the upcoming semester.
- C. **Office Space.** Associate faculty will be assigned space on campus at the location of their assignments for the purpose of student consultation, within department offices, if possible. The District will make every reasonable effort to provide associate faculty with designated office space for general use, and if no office space is available, the District will provide Associate faculty with a secure place to store personal belongings.
- D. **Associate Faculty Laptop Use Program.**
  - 1. Associate faculty members with online or hybrid assignments of 27% load or greater of sections with an online component may request to use of a District Laptop for their assignment.
  - 2. This program is in effect as long as there are sufficient laptops available in the District.
  - 3. Associate faculty may request a Mac or PC laptop, if available.
  - 4. Associate faculty members may keep the laptop between semesters or terms provided that they have offer rights or an assignment in the upcoming term.
  - 5. Associate faculty members will return the laptop to the District under the following circumstances:
    - a. Associate faculty members with offer rights: upon resigning or losing their offer rights.
    - b. Associate faculty members without offer rights: upon resigning or at the end of a semester or term if they do not have an assignment in the upcoming semester or term.
  - 6. AFA and the District agree to continue negotiations over expanding the laptop use program as resources become available.
- E. **Associate Faculty Orientation.** Newly hired associate faculty members will be compensated for two hours at the base hourly rate to attend a two-hour District orientation, plus one hour at the base hourly rate for a one-time orientation within their department. AFA will participate in the District orientation to provide information about union membership.

**31.12 Working Conditions for Off-Site Dual Enrollment Assignments.** Restricted off-site dual enrollment classes, also known as College and Career Access Pathways (CCAP) dual enrollment classes are those classes taught at a high school during the normal bell schedule and whose enrollment is restricted to only high school students.

- A. Only AFA unit members who are contract faculty members in the department or are members of the departmental associate faculty pool will be assigned to teach a department's CCAP dual-enrollment classes.
- B. CCAP dual-enrollment classes will be assigned according to the provisions of [Article 16](#). Instructors who decline an offer of a CCAP dual-enrollment class are entitled to an equivalent alternative offer if one is available in the order of the length of service list and prior to offers being made to faculty members lower on the LOS list.
- C. CCAP dual-enrollment classes may be assigned as District need assignments per [16.02.A.3](#).
- D. Accepting a CCAP dual-enrollment class assignment is voluntary.
- E. The District will provide required, paid training opportunities in instruction of K-12 populations.
- F. CCAP class sizes will not exceed the class size on District sites.
- G. Instructors of CCAP courses maintain all Academic Freedom rights as provided in [Article 9](#).
- H. The District will compensate instructors who have accepted a CCAP assignment for a 2-hour site orientation at the assigned location.
- I. CCAP dual enrollment courses will have the same number of instructional hours as provided in the course outline of record. Instructors will hold student consultation according to [32.02.D](#).
- J. Instructors who accept a CCAP dual enrollment are subject only to the job description outlined in [Article 17](#).