

Faculty Rights 101: Ten Helpful Hints for Chairs

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0. Introduction.

Sometimes, being a chair can feel like being between a rock and a hard place: Like other faculty, you are represented by your union, the California Faculty Association, with respect to the terms and conditions of your own employment. Yet at the same time, you are also asked by the university administration to take actions that directly or indirectly impact the terms and conditions of employment of other faculty. As your union, the California Faculty Association offers you the following "10 Easy 'Dos' and 'Don'ts' for Chairs" that hopefully will make life a little easier for you.

I. **Base all "personnel actions," such as whether to give work to a lecturer or whether to recommend a probationary employee for tenure, *only* on the *official* "Personnel Action File" or "PAF" – never on information not contained in the PAF – and *sign* the PAF log whenever you access the PAF.**

11.1 The Personnel Action File shall be defined as the one (1) official personnel file for employment information and information that may be relevant to personnel recommendations or personnel actions regarding a faculty unit employee. . . .

11.9 Personnel recommendations or decisions relating to retention, tenure, promotion, or termination based upon work performance, or any other personnel action shall be based on the Personnel Action File. . . .

11.15 The custodian shall log all instances of access to a Personnel Action File, including access to the file by administrators, when access is not for the purpose of routine maintenance. Such a log record shall be a part of the Personnel Action File.

II. **Don't put anonymous material in the PAF, and always give faculty notice and an opportunity rebut before you put anything in their PAF.**

11.3 Any material identified by source may be placed in the Personnel Action File. Identification shall indicate the author, the

committee, the campus office, or the name of the officially authorized body generating the material.

15.17

a. **[Exception:]** Student evaluations collected as part of the regular student evaluation process shall be anonymous and identified only by course and/or section. . . .

b. Any student communications or evaluations provided outside of the regular evaluation process must be identified by name to be included in a Personnel or Personnel Action File.

11.4 The faculty unit employee shall be notified of the placement of any material in his/her Personnel Action File that the appropriate administrator initially considers to be accurate and relevant, and the faculty unit employee shall be provided with a copy of such material at least five (5) days prior to such placement.

11.5 Upon request, a faculty member shall be provided the opportunity to meet with the appropriate administrator regarding material to be placed in the file to which the faculty member objects. The request to meet, if any, shall be made within five (5) days of the receipt of the notification. If no meeting is requested, the material will be placed in the file. If a meeting is requested, it shall take place within ten (10) days of the request made by the faculty member.

11.6 Following the meeting in provision 11.5, above, the appropriate administrator shall consider all information provided by the faculty member concerning the relevancy and accuracy of any material to be placed in the file prior to making a final decision to place material in the file. The appropriate administrator may grant the request by the faculty member for a correction of the material and/or a deletion of all or a portion of the material. Should the appropriate administrator determine that all or part of the contested material is accurate and relevant and will be placed in the file, the faculty member may file a rebuttal as provided in provision 11.2 and/or seek removal of said material by appeal as provided in provision 11.14. **[Exception:]** This provision, and provisions 11.4 and 11.5 above, shall not apply to material placed in the file created for the periodic evaluations or performance reviews conducted pursuant to Article 15, Evaluation, of this Agreement, nor to material referenced in the Temporary Suspension or Disciplinary Action Procedure Articles of this Agreement.

III. Conduct periodic evaluations as often as required and in the manner required.

15.23 Full-time temporary faculty unit employees appointed for two or more semesters or three or more quarters, regardless of a break in service, must be evaluated in accordance with the periodic evaluation procedure. This evaluation shall include student evaluations of teaching performance for those with teaching duties, peer review by a committee of the department or equivalent unit . . . , and evaluations by appropriate administrators. Evaluation of full-time temporary Coaching Faculty Unit Employees shall include an opportunity for peer input and evaluation by appropriate administrators.

15.24 Part-time temporary faculty unit employees appointed for two (2) or more semesters or three (3) or more quarters, regardless of a break in service, shall be evaluated in accordance with the periodic evaluation procedure. Such evaluations shall include student evaluations of teaching performance for those with teaching duties, evaluations by appropriate administrators and/or department chair, and an opportunity for peer input . . . from the department or equivalent unit. Evaluation of part-time temporary Coaching Faculty Unit Employees shall include an opportunity for peer input and evaluation by appropriate administrators.

15.25 A temporary faculty unit employee appointed for one (1) semester or two (2) quarters or less shall be evaluated at the discretion of the department chair, the appropriate administrator, or the department or equivalent unit. The employee may request that an evaluation be performed.

15.26 Temporary faculty unit employees holding three (3) year appointments pursuant to Article 12 shall be evaluated at least once during the term of their appointment and may be evaluated more frequently upon the request of either the employee or the President.

15.27 A written record of periodic evaluation shall be placed in the temporary faculty unit employee's Personnel Action File. The temporary faculty unit employee shall be provided a copy of the written record of the evaluation.

IV. Conduct student evaluations in all classes only if there is an agreement by the administrations and the faculty members in your department to do so. In the absence of such an agreement, conduct student evaluations in a minimum of two classes annually for each faculty member, with the classes selected through consultation between you and the faculty member.

15.15 Written student questionnaire evaluations shall be required for all faculty unit employees who teach. A minimum of two (2) classes annually for each faculty unit employee shall have such written student evaluations. Student evaluations shall be conducted in classes

representative of the faculty unit employee's teaching assignment. The results of these evaluations shall be placed in the faculty unit employee's Personnel Action File. Unless consultation has resulted in an agreement by the administration and faculty of a department or equivalent unit to evaluate all classes, the classes to be evaluated shall be jointly determined in consultation between the faculty unit employee being evaluated and his/her department chair. In the event of disagreement, each party shall select 50% of the total courses to be evaluated.

Note: Pursuant to the following provisions of a settlement agreement between CFA and CSU, any "agreement by the administration and faculty of a department . . . to evaluate all classes" is valid for five years only, and lecturers have to be given half a vote if they are less than half-time and a full vote if they are at least half-time.

- b. CSU shall not conduct student evaluations in all classes taught by a faculty unit employee unless, within the five years immediately prior to the commencement of the academic year which the evaluations are to be conducted, "consultation has resulted in an agreement by the administration and faculty of a department or equivalent unit to evaluate all classes."
- c. The minimum requirements for "consultation" that results "in an agreement by the administration and faculty of a department . . . to evaluate all classes" are the following:
 - i. The consultation occurs at a department meeting that has been noticed to all faculty unit employees employed by the department at the time of the meeting.
 - ii. The notice of the meeting lists "proposed agreement to conduct student evaluations in all classes," or the functional equivalent of this formulation, as one of the agenda items.
 - iii. Only to facilitate the 15.15 consultation to evaluate all classes and not for any other purpose:
 - i. Faculty unit employees employed by the department at the time of the meeting with less than a .5 time base shall be entitled to 0.5 vote; and
 - ii. Faculty unit employees with a 0.5 or greater time base shall be entitled to one vote at the meeting regarding the agreement to evaluate all classes.
 - iv. The agreement to conduct student evaluations in all classes passes at least by simple majority of those voting at the meeting. No further consultation is required with Faculty who do not attend the meeting.

V. Give Lecturers appointments with the right *duration* and *time base*.

12.3 Temporary appointments may be for periods of a semester, a quarter, parts of a year, or one (1) or more years. Following two (2) semesters or three (3) quarters of consecutive employment within an academic year, a part-time temporary employee offered appointment to a similar assignment in the same department or equivalent unit at the same campus shall receive a one (1) year appointment. Such appointment shall be subject to the limitations stated in provision 12.5. Units taught during extension for credit programs shall not be included as part of the temporary faculty member's entitlement base. Application towards an entitlement under this provision for units taught during Summer Session programs is established pursuant to the chart in Appendix F.

12.12 Temporary faculty unit employees (excluding coaches) employed during the prior academic year and possessing six or more years of prior consecutive service on that campus, shall be offered a three-year temporary appointment. In addition to other provisions of this Agreement, the following special conditions shall apply:

a. For purposes of this section, one year of service shall be considered employment of one (1) semester or two (2) quarters in the bargaining unit on a single CSU campus during a single academic year. In calculating the six-year eligibility period service need not be continuous, but the entire six (6) year period must have been worked on a single campus in a single department. Units taught during extension for credit programs shall not be included as part of the temporary faculty members' entitlement base. Application of units towards an entitlement under this provision for units taught during Summer Session programs is established pursuant to the chart in Appendix F.

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c. The time base of appointments provided here shall be as established under terms of the "similar assignment" language and precedents of Article 12.3 of this Agreement. Subsequent three-year entitlements are determined by the time base held during the third year of the prior three-year appointment. Units taught during extension for credit programs shall not be included as part of the temporary faculty members' entitlement base. Application of units towards an entitlement under this provision for units taught during Summer Session programs is established pursuant to the chart in Appendix F.

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e. Although there shall be no special or separate evaluation before a three-year appointment is made, pursuant to Article 15, it is

expected that temporary faculty will be regularly evaluated during the six (6) year period preceding eligibility for a three-year appointment.

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f. If the above requirements have been met, an initial three-year appointment shall be issued **except in cases of documented unsatisfactory performance or serious conduct problems.**

12.13 Temporary faculty (excluding coaches) holding three-year appointments shall have the expectation of appointment to subsequent three-year **appointments except in instances of documented unsatisfactory performance or serious conduct problems.** These temporary faculty will be re-appointed after a three-year appointment unless there is insufficient work for which the faculty member is qualified. In the event there is insufficient work to support the re-appointment at the previous time base, the time base of his/her successor three-year appointment may be reduced to reflect available work for which the temporary faculty member is qualified.

APPENDIX F

Semester Campus Rule: Must work 2 consecutive terms in prior academic year and only first 2 consecutive terms count in establishing entitlement. Fall is first term of the year.

Semester Campus Example:

Academic Year #1 Work Assignment				Academic Year #2 1-year entitlement if appointed in Fall?		Does AY #1 Service Count Toward 6 Years required under 12.12?	
	Fall	Spring	Summer				
1	9	6		1	1 year for 15 WTUs	1	yes
2	9	6	3	2	1 year for 15 WTUs	2	yes
3		6	3	3	1 year for 9 WTUs	3	yes
4	9			4	no 1-year entitlement	4	yes
5		6		5	no 1-year entitlement	5	yes
6			3	6	no 1-year entitlement	6	no

Quarter Campus Rule: Must work 3 consecutive terms in prior academic year and only first 3 consecutive terms count in establishing entitlement. Fall is first term of the year.

Quarter Campus Example:					Academic Year #2		Does AY #1 Service Count	
Academic Year #1 Work Assignment					1-year entitlement if appointed in Fall?		Toward 6 Years required under 12.12?	
	Fall	Winter	Spring	Summer				
1	9	3	6		1	1 year for 18 WTUs	1	yes
2	9	3	6	3	2	1 year for 18 WTUs	2	yes
3		3	6	3	3	1 year for 12 WTUs	3	yes
4	9	3			4	no 1-year entitlement	4	yes
5		3	6		5	no 1-year entitlement	5	yes
6			6	3	6	no 1-year entitlement	6	yes
7	9				7	no 1-year entitlement	7	no
8				3	8	no 1-year entitlement	8	no

VI. Assign available temporary work to a Lecturer who is *qualified* for the work if he or she has *preference* for the work.

Preference for Available Temporary Work

12.29

In the event that the department determines that a need exists to assign new or additional work to temporary faculty unit employees after the assignment needs of tenured and probationary faculty (including FERP and PRTB faculty) have been satisfied, and after any work to be taught by administrators, teaching associates and other student employees, or volunteer faculty have been assigned, the work shall first be offered to qualified temporary faculty in the department, who have performed satisfactorily, in the following order:

a. Assignment Order At the Beginning of the Academic Year

1. First offer work to 3-year full-time appointees pursuant to provisions 12.12 and 12.13 of the Agreement;
2. Next, offer work to other continuing multi-year (not 3-year) under provisions 12.12 and 12.13 full-time appointees;
3. Next, offer work to three-year, part-time appointees pursuant to provisions 12.12 and 12.13 up to their time base entitlement;
4. Next, offer work to individuals whose names appear on the list for the department established pursuant to Article 38.48 up to the time base entitlement of their most recent three-year appointment;
5. Next, offer work to continuing multi-year (not three-year under provisions 12.12 and 12.13) part-time appointees up to their time base entitlement;
6. Next, offer work to Visiting Faculty subject to the limitations in provision 12.34;
7. Next, pursuant to provision 12.7 give careful consideration to all part-time and full-time temporary faculty with no multi-year appointments who were employed in academic year prior to the year for which they are being considered. Temporary faculty in this group may be appointed in any order, but must satisfy all provision 12.3 entitlements but may only be appointed up to their time base entitlement. Full-time and part-time temporary

faculty with no provision 12.3 appointment rights can be appointed to any time base and for any academic term(s). If a decision is made not to reappoint temporary faculty in this category, the work previously performed by these faculty (if it continues to exist) shall be considered "new or additional" and assigned according to the order set forth in Paragraph 8 below.

8. Next, assign any remaining temporary work to temporary employees as "new or additional" work in the following order:
 - i. First, offer work to three-year, part-time appointees up to and including a 1.0 time base;
 - ii. Next, offer work to all other part-time temporary faculty offered appointments pursuant to paragraphs 4 and 5 above up to and including a 1.0 time base; and
 - iii. Last, offer work to any other qualified candidate.

b. Assignment Order During The Academic Year

1. First offer work to 3-year full-time appointees pursuant to provisions 12.12 and 12.13 of the Agreement;
2. Next, offer work to other continuing multi-year (not 3-year) under provisions 12.12 and 12.13 full-time appointees;
3. Next, offer work to three-year, part-time appointees pursuant to provisions 12.12 and 12.13 up to their time base entitlement;
4. Next, offer work to individuals whose names appear on the list for the department established pursuant to Article 38.48, up to the time base entitlement of their most recent three-year appointment;
5. Next, offer work to continuing one-year and multi-year (not three-year under provisions 12.12 and 12.13) part-time appointees up to their time base entitlement;
6. Next, offer work to Visiting Faculty subject to the limitations in provision 12.34;
7. Next, pursuant to provision 12.7 give careful consideration to all part-time and full-time temporary faculty with no one-year or multi-year appointments who were employed during the current or immediate past academic year. Temporary faculty in this group may be appointed in any order. Full-time and part-time temporary faculty with no provision 12.3 appointment rights can be appointed to any time base and for any academic term(s). If a decision is made not to reappoint temporary faculty in this category, the work previously performed by these faculty (if it continues to exist) shall be considered "new or additional" and assigned according to the order set forth in Paragraph 8 below.
8. Next, assign any remaining temporary work to temporary employees as "new or additional" work in the following order:
 - i. First, offer work to three-year, part-time appointees up to and including a 1.0 time base;
 - ii. Next, offer work to all other part-time temporary faculty offered appointments pursuant to paragraphs 4 and 5 above up to and including a 1.0 time base; and
 - iii. Last, offer work to any other qualified candidate.

VII. Use "careful consideration" to assign available temporary work to a Lecturer who is *best qualified* for the work if nobody has preference for the work.

12.7 Each department or equivalent unit shall maintain a list of temporary employees who have been evaluated by the department or equivalent unit. If such an employee applies for a position in that department or equivalent unit or applicant pool for that department or equivalent unit, the faculty unit employee's previous periodic evaluations and his/her application shall receive careful consideration. If a temporary employee applies for a subsequent appointment and does not receive one, his/her right to file a grievance shall be limited to allegations of a failure to give careful consideration. . . .

Remember: Any violation of Rules I-IV is also a violation of Rule VII!

VIII. Hire only TAs that are enrolled in a graduate program in your department and only if doing so furthers their education.

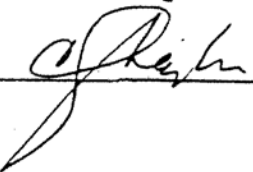
- a. 1991 Memorandum of Understanding.

Memorandum of Understanding

The California State University and the California Faculty Association agree that they will immediately submit a joint petition to the California PERB seeking the exclusion from bargaining Unit 3 of all temporary faculty whose employment is solely and exclusively dependent upon their status as degree seeking graduate students in the department in which they are employed. One basis of the request shall be the fact that such persons involvement with the university is primarily as a student rather than as an employee.

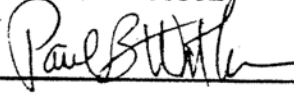
It is intended that the decision to use graduate students to perform instruction, and the portion of instruction performed by such persons, be decisions based upon the needs of the program and the stated mission of the university. The California Faculty Association agrees that should it believe that graduate students are being used in an inappropriate manner, the California Faculty Association will seek resolution of the issue by a meeting of the parties to discuss administrative action prior to taking action through other agencies or forums.

For The California State University



Date 3/19/91


For the California Faculty Association



Date 3/19/91

- b. HR 2005-30.

THE CALIFORNIA STATE UNIVERSITY
Office of the Chancellor
401 Golden Shore
Long Beach, CA 90802-4210
(562) 951-4425

Date: June 27, 2005 **Code:** HR 2005-30
To: CSU Presidents **Supersedes:** HR 2005-17
From: Jackie R. McClain 
Vice Chancellor
Human Resources
Subject: Teaching Associate Employment Policy and Classification Standard

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- The Teaching Associate classifications are limited to degree-seeking graduate students in the academic department in which they are employed to perform instruction and who are employed because they are degree-seeking students in that department. Teaching associates must be registered in a CSU graduate degree program and must be enrolled in courses towards the completion of that graduate degree during the teaching associate appointment period. This includes students enrolled in CSU courses through CSU extension, if the courses are taken for credit toward completion of the CSU graduate degree. The Teaching Associate classifications also are available for graduate students enrolled in courses during the summer and for graduate students who will be continuing their enrollment in the fall term. Students enrolled in credential programs and students enrolled in graduate programs outside the CSU are not eligible for this classification.

c. Hughes (SFSU) (Angelo 2008).

The more difficult question concerns the meaning of the “needs of the department” criterion. . . . [T]he University argues that to enable the Department to continue to attract students it must provide teaching opportunities to students so as to allow them to support themselves and enhance their overall abilities. In this connection the CSU argues that it is a teaching institution and not one devoted to research. Thus, in the University’s view these assignments were merely efforts to enhance its attractiveness to future applicants as well as provide financial support for its existing students.

There is no reason to doubt the University’s assertions, but it is not at all clear that the arguments constitute “needs” as opposed to a desirable but non-essential addition to the Department’s operations. As CFA implies, to reduce this element of the “test” to testimonial statements makes the standard little more than a target for supporting testimony, whereas it should be a meaningful requirement buttressed by evidence that is substantial and objective in nature. Moreover, it would seem that a “need”

by its nature is significant enough to require evidence demonstrating student teaching is a recognized part of the educational process. Absent such evidence showing that one learning outcome for the Department is the experience gained from student teaching, the use of testimonial declarations alone are insufficient to meet this prong of the test.

IX. Don't change evaluation criteria once the evaluation process has begun and apply only those evaluation criteria; Don't add material to the PAF after the deadline for doing so without returning the file to the initial evaluation committee for review.

15.3 Evaluation criteria and procedures shall be made available to the faculty unit employee no later than 14 days after the first day of instruction of the academic term. Evaluation criteria and procedures shall be made available to the evaluation committee and the academic administrators prior to the commencement of the evaluation process. Once the evaluation process has begun, there shall be no changes in criteria and procedures used to evaluate the faculty unit employee during the evaluation process.

15.12.b. A specific deadline before the recommendation is made at the first level of evaluation shall be established by campus policy, at which time the Personnel Action File is declared complete with respect to documentation of performance for the purpose of evaluation. Insertion of material after the date of this declaration must have the approval of a peer review committee designated by the campus and shall be limited to items that became accessible after this declaration. Material inserted in this fashion shall be returned to the initial evaluation committee for review, evaluation and comment before consideration at subsequent levels of review. If, during the review process, the absence of required evaluation documents is discovered, the Working Personnel Action File shall be returned to the level at which the requisite documentation should have been provided. Such materials shall be provided in a timely manner.

X. Consult with faculty before assigning them work.

20.2

a. The composition of professional duties and responsibilities of individual faculty cannot be restricted to a fixed amount of time, and will be determined by the appropriate administrator after consultation with the department and/or the individual faculty member.

b. The instructional assignments of individual faculty members in the classroom, laboratory, or studio will be determined by the appropriate administrator after consultation with the department chair or designee and/or the individual faculty member. . . .