

Article 7: Retraining Leaves & Article 8: Transfers (voluntary and involuntary)

Approved for TA 11/17/20

Note: The language below pertaining to Retraining Leaves is currently embedded in Article 7: "Reductions in Force and Retraining." In the new agreement, this language will move to Article 13, "Leaves with Pay," and will be referenced in Article 7 as one option to take in the case of RIF. This change allows expanding the use of Retraining Leaves for reasons *other than* impending layoffs, as shown in 7.7.3A.b-c, below.

7.7.3 Reassigned Retraining Agreements:

- A. Retraining leaves will be granted by the District on an as-needed basis. Qualifying needs may include the following, listed in order of priority:
 - a. Planning to preempt reduction in force in a discontinued discipline, or one with declining enrollment (See Article 7.7.2B)
 - b. District need to build faculty capacity in a discipline
 - c. Professional development opportunity following an unsatisfactory faculty evaluation
- ~~B. The plan to be retrained in a new discipline will include but not be limited to the faculty member's educational preparation, the coursework required to be retrained in a new discipline, the time within which the coursework and any other training is to be completed and the district's educational program needs.~~
- ~~C. Each reassignment will be reviewed and discussed on a case-by-case basis by the Vice president, division Dean / department manager, faculty member and Association representative. The plan will be implemented and confirmed in writing by the District and the faculty member without establishing a precedent.~~
- B. A retraining leave may be proposed either by management or by the faculty member interested in retraining.
- C. Faculty requesting a full or partial leave of absence to be retrained in one discipline while teaching in another discipline or to update currency in a discipline for which they are currently qualified shall submit a written request to the **supervising Vice President of Academic Affairs of Vice President of Student Services.**
- D. A retraining leave plan shall be developed through the following process:
 - a. The Vice President will meet with the Division Deans, the faculty member, a representative from the Association, and a representative appointed by the Academic Senate, to discuss the request and to identify or confirm the discipline for retraining. This process will take into consideration demonstrated need for additional services in the selected discipline, as determined by enrollment trends, positions ranked on the full-time faculty hiring prioritization list, etc.
 - b. The Vice President, the Division Dean / Department Manager, the faculty member, a representative from the Association, and a representative appointed by the Academic Senate (preferably from the discipline selected for re-training), shall develop a plan to include, but not be limited to:
 - i. ~~Identification of the retraining discipline~~ (added above in "a.")
 - ii. Identification of the retraining goal (i.e. training, certificate, degree, etc. that will provide ~~new FSA~~ updated skills or new minimum qualifications);

- iii. Delineation of coursework **or activities** to be completed with the anticipated timelines;
- iv. How the released time for retraining will be used (in part) to be balanced against current load requirements;
- v. Identification of faculty member(s) in the new discipline to be observed by the faculty member, if applicable, **and/or assignment of a peer mentor for the new discipline;**
- vi. ~~The dates of submission of~~ **Timeline and dates for submitting** regular progress reports to the appropriate Vice President;
~~The satisfactory performance in the retraining activity~~
- vii. **Review of re-training coursework and activities, including, if applicable, documentation such as transcripts, certificates, etc., by a Senate-designated faculty representative.**
 - 1. The retraining plan will include but not be limited to the faculty member's educational preparation. **Equivalence to the above mentioned criteria shall be made in accordance with the adopted Solano College Equivalency Process.**
 - 2. Retraining coursework must be taken at a regionally-accredited institution.

- D. **Once approved by the process outlined in 7.7.3.D, the plan will be implemented and confirmed in writing by the District and the faculty member without establishing a precedent.**
- E. If the retraining program cannot be completed, the member may request an extension of time from the District. Each request will be reviewed on a case-by-case basis. However, if the employee is granted an extension, he/she **may be required to will** reimburse the District for any costs (salary and benefits costs) of the retraining as outlined in the agreement. All extensions must be in writing.
- F. The faculty member will receive full health and welfare benefits during any leave taken for the purpose of retraining.
- G. Upon completion of the requirements of the retraining plan, the faculty member may be assigned to the new discipline in the proportion necessary to meet institutional needs. In accordance with Article 19.5.1, as regular faculty, the re-trained member has priority rights to regular and overload assignments ahead of load assignments to adjunct faculty.
- H. The member will not be required to re-interview in order to be placed in the new discipline, but may be asked to meet with discipline faculty and discuss areas of interest, approaches to teaching certain topics and other issues of interest to the new department.
- I. In accordance with Article 4.2. ___ **(new language; number TBD)** a special evaluation in the new discipline will be conducted during the first semester of this new assignment. Forms and procedures for evaluation will be the same as those used in regular faculty evaluations. Results of this evaluation will be used in making future assignments in the secondary discipline. Provided the special evaluation proves satisfactory, subsequent evaluations shall revert to the cycle in progress from the initial assignment.
- J. **Compensation and Fringe Benefits During Retraining Leave: (added to align with sabbatical leave language)**

- a. Faculty on full retraining leaves are expected not to teach overload assignments. This does not preclude assignments outside the contract year.
 - b. Faculty members shall receive full salary while on retraining leaves. The faculty member shall continue to receive all health and welfare benefits during his/her leave.
 - c. Retraining leaves shall not constitute a break in service.
 - d. A Faculty member on retraining leave shall receive such automatic increases in salary as would have been received had he/she remained in active service and shall be subject to the salary schedule in effect at the time of his/her return.
- K. **Required Service After Retraining Leave:** the faculty member, as a condition of being granted a retraining leave, shall agree in writing to render a period of service in the employ of the Governing Board of the District following his/her return from the retraining leave which is equal to twice the period of the leave. If the faculty member fails to comply with this section, the District may charge the affected faculty member the pro-rata share of the District's costs for salary and benefit costs. (added to align with sabbatical leave language)

Note: Below is the proposed addition to **Article 4** referenced above in proposed 7.7.3.1:

Article 4: Evaluations

4.2. **Retrained / Reassigned / Transferred Faculty** For tenured faculty who are reassigned to teach in a discipline other than the one for which they were initially hired, a special evaluation in the new discipline will be conducted by their new dean and peers during the first semester of this new assignment. Forms and procedures for evaluation will be the same as those already in place.

Article 8

8.2 Job Postings Voluntary Transfers:

- 8.2.1 ~~The District shall email all Full-Time Faculty openings to all employees for a period of ten (10) full working days, during which time employees may request a voluntary transfer to a new discipline.~~ Full-time faculty may, at any time, request that part or all of their load be assigned in additional disciplines for which they meet the minimum qualifications by submitting a written letter of interest to the dean supervising the additional discipline(s). Such requests must be made prior to the submission of assignment preference forms in order to be considered for the following semester.
- 8.2.2 The member will not be required to re-interview in order to be placed in the new discipline, but may be asked, prior to gaining an assignment, to meet with faculty in the relevant discipline(s) to assure that transfer faculty meet local minimum qualifications and do not require additional education/training for the new position.
- 8.2.3 The first-semester assignment to a regular faculty member who has requested load in a new discipline shall, if granted, be made after regular and overload assignments to all current full-time faculty in the impacted discipline, and prior to assignments of adjunct faculty in the impacted discipline. Following a satisfactory evaluation in the new discipline as outlined below in 8.2.4, in accordance with Article 19.5.1, as regular faculty, the transferred member has priority rights to regular and overload assignments.
- 8.2.4 In accordance with Article 4.2. ___ (number TBD) a special evaluation in the new discipline will be conducted during the first semester of this new assignment. Forms and procedures for evaluation will be the same as those used in regular faculty evaluations. Results of this evaluation will be used in making future assignments in the secondary discipline. Provided the special evaluation proves satisfactory, subsequent evaluations shall revert to the cycle in progress from the initial assignment.
- ~~8.2.2 Regular faculty members requesting a transfer who meet the minimum qualifications for a posted full-time or part-time position, and who submit a request for consideration and other documents as requested in the job announcement, shall be interviewed for the position.~~
- ~~8.2.3 A "day" for the purpose of this article is defined as "a day the College is open for business" (instructional calendar).~~

8.3 Involuntary Transfer:

- 8.3.1 Involuntary transfers shall be made when required by ~~management~~ the District. The District shall notify the Association when this article will be utilized, explain the need and the terms and conditions, and the need for retraining of faculty if such a need exists.
- 8.3.2 The District shall request faculty members ~~who meet minimum qualifications in a different discipline~~ to volunteer for reassignment in response to District needs ~~to fill available vacant positions~~ prior to involuntarily transferring a qualified faculty member.

- 8.3.3 Faculty members to be involuntarily transferred shall have the right to indicate **discipline** preferences ~~from the list of vacancies, if any.~~
- 8.3.4 When making an involuntary transfer, the District shall give first consideration to the most senior faculty member's preference ~~from the vacancies, if any.~~
- ~~8.3.5 All involuntary transfers shall be considered on the basis of meeting the minimum qualifications for the discipline. (added above in 8.3.2)~~
- ~~8.3.6 Retraining Opportunities: A faculty member who meets the minimum qualifications but does not have demonstrated competence in the subject field shall be given an opportunity to increase his/her competence by being provided with retraining leave to take coursework in the subject area to be taught. The amount and duration of the released time shall be determined by the Vice President of Academic Affairs or Student Services, as appropriate, in consultation with the faculty member and the Association representative. If approved, any retraining leave authorized under this article shall include a written agreement between the parties to outline the retraining leave program. The agreement shall include a commitment by the faculty member to continue his/her service at Solano College for a specified time as agreed.~~
- 8.3.7 No involuntary transfers shall be made in an arbitrary, capricious or discriminatory manner, nor shall such transfers be used for punitive or disciplinary reasons.
- 8.3.8 In accordance with Article 4.2. ___ **(new language; number TBD)** a special evaluation in the new discipline will be conducted during the first semester of this new assignment. Forms and procedures for evaluation will be the same as those used in regular faculty evaluations. Results of this evaluation will be used in making future assignments in the secondary discipline. Provided the special evaluation proves satisfactory, subsequent evaluations shall revert to the cycle in progress from the initial assignment.
- 8.3.9 Following a satisfactory evaluation in the new discipline as outlined in 8.3.8, in accordance with Article 19.5.1, as regular faculty, the transferred member has priority rights to regular and overload assignments.

Note: Below is the proposed addition to Article 4 referenced above in proposed **8.2.4 & 8.3.8:**

Article 4: Evaluations

4.2. ___ **Retrained / Reassigned / Transferred Faculty** For tenured faculty who are reassigned to teach in a discipline other than the one for which they were initially hired, a special evaluation in the new discipline will be conducted by their new dean and peers during the first semester of this new assignment. Forms and procedures for evaluation will be the same as those already in place.