

1 **SAN JOSE STATE UNIVERSITY**  
2 **Academic Senate**  
3 **Professional Standards Committee**  
4 **December 10, 2018**  
5 **Final Reading**

**AS 1716**

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7  
8 **POLICY**  
9 **RECOMMENDATION**  
10 **Amendment of S96-2 Direct Instruction Obligations**

11  
12 Resolved: That F96-2 be amended as shown in the strikeout and underline

13  
14 *Rationale: This 1996 policy is still in use but contains quotations from an obsolete*  
15 *collective bargaining agreement, obsolete titles, and other obsolete language. Many of*  
16 *the following revisions were recommended by the Senior Associate Vice President for*  
17 *University Personnel. The Professional Standards Committee has additionally edited*  
18 *and shortened to reduce this policy to its most essential points.*

19  
20 *Approved: November 26, 2018*

21  
22 *Vote: 9-0-0*

23  
24 *Present: He, McKee, Cargill, Peter, Hart, Monday, Kumar, Kemnitz, Mahendra*

25  
26 *Absent: Rodriguez, Kemnitz*

27  
28 *Financial Impact: No direct impacts*

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30 *Workload Impact: No direct impacts*

31 DIRECT INSTRUCTION OBLIGATIONS POLICY AND PROCEDURES

32  
33 (Supersedes S 92-5)

34  
35 S 96-2

36  
37 Whereas, ~~In the CSU and CFA Agreement, it states:~~

38  
39 ~~A faculty employee who is assigned temporary substitute duty of a short duration, which~~  
40 ~~shall normally be up to eighteen (18) class hours, shall be compensated at the faculty~~  
41 ~~substitute rate. Temporary substitute assignments of a longer duration, which shall~~  
42 ~~normally be greater than eighteen (18) class hours, shall be compensated by an~~  
43 ~~appropriate workload reduction as soon as practicable or, if the employee is not~~  
44 ~~employed in the next academic term, the employee shall be appropriately compensated~~  
45 ~~upon separation for the class hours taught. For compelling reasons, a faculty employee~~  
46 ~~may decline such an assignment. Nothing in this provision shall preclude faculty~~  
47 ~~employees from making informal voluntary substitute arrangements of short duration~~  
48 ~~with a university colleague. The department chairperson shall be consulted in advance~~  
49 ~~about such arrangements; and~~

50  
51 ~~Whereas, The chief academic officer title at SJSU has changed from "Academic Vice-~~  
52 ~~President" to "Provost and Vice President for Academic Affairs"; and~~

53  
54 ~~Whereas, That San Jose State University should include the relevant changes in-~~  
55 ~~governing policies; therefore, be it~~

56  
57 Resolved: That the attached document (Direct Instructional Obligations, Policy and  
58 Procedures) be adopted as policy.

59  
60 **Direct Instructional Obligations**

61 ~~Policy and Procedures~~

62 It is the normal obligation of a faculty membersu to meet each of their his/her classes at  
63 the scheduled time and place for the mode of instruction and to present or have  
64 presented to the class material appropriate to the stated subject matter. A faculty  
65 member who fails to meet or so instruct a class without justification may be (a) formally  
66 reprimanded. and/or (b) officially reported as absent for payroll purposes and be docked  
67 all or part of the day's pay accordingly. Repeated failures may be the basis for  
68 disciplinary proceedings leading to suspension, demotion or dismissal.

69  
70 Failure to comply strictly with the prescribed schedule or to present the usual material in  
71 the usual way may be justified in terms of instructional innovation or experimentation.  
72 Such failures may also be justified by special considerations of a personal or  
73 professional nature. In all such cases faculty members should get approval from the  
74 department chair well in advance, when planning to depart from the published schedule  
75 or when contemplating substantial departures from the usual materials. For planned  
76 absences from instructional assignments, faculty members shall provide the chair  
77 advance notice of the personal or professional considerations which result in the  
78 absence and shall consult with the chair about suitable arrangements to satisfy  
79 instructional obligations. Any substitute arrangements are subject to the approval of the  
80 chair, subject to appeal or review by the appropriate dean. As a general rule, there  
81 should be no loss of salary or other sanction unless such failures have resulted in a loss  
82 to the student or to the University of some part of the faculty member's time and efforts  
83 to which they are entitled. (Justification under this statement does not prevent a charge  
84 against sick leave where the failure results from any cause for which sick leave is  
85 available.)

86  
87 Procedures

88  
89 A complaint that a faculty member has failed to meet her/his instructional obligations (as  
90 defined above) should be made or referred to the department chair. The chair should  
91 consult with the faculty member named, and if appropriate, investigate more widely.  
92 After the chair has investigated and determined that a substantial unjustified failure to  
93 meet instructional obligations did take place, the chair shall summarize his/her findings  
94 and shall recommend in writing appropriate sanctions to the. This summary and  
95 recommendation shall be provided to the faculty member and shall include notice that  
96 s/he has seven days from the date of the notice to respond or rebut to the administrator.  
97 The administrator may issue an oral or written reprimand in accordance with Article 18  
98 of the CSU/CFA Agreement and/or may recommend a pay dock to the Provost and  
99 Vice-President for Academic Affairs. In cases of repeated failures, the administrator  
100 may recommend to the President via the Provost and Vice-President for Academic  
101 Affairs that appropriate disciplinary action be initiated in accordance with Article 19 of  
102 the CSU/CFA Agreement.