

**SAN JOSÉ STATE UNIVERSITY
ONE WASHINGTON SQUARE
SAN JOSÉ, CA 95192**

**S96-2, Amendment A to University Policy S96-2, Direct
Instruction Obligations Policy**

Rescinds: S92-5

Amends: S96-2

Legislative History:

At its meeting of December 10, 2018, the Academic Senate approved Amendment A to University Policy S96-2 presented by Senator Peter for the Professional Standards Committee and as follows. University Policy S96-2 superseded University Policy S92-5 and was approved by the President Robert Caret on February 22, 1996.

**Approved and signed by
President Mary A. Papazian
on January 17, 2019.**

Resolved: That S96-2 be amended as shown in the strikeout and underline

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

Approved: November 26, 2018

Vote: 9-0-0

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

Absent: Rodriguez, Kemnitz

Financial Impact: No direct impacts

Workload Impact: No direct impacts

DIRECT INSTRUCTION OBLIGATIONS POLICY AND PROCEDURES

(Superseded S92-5)

S96-2

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

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

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

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

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

Direct Instructional Obligations

~~Policy and Procedures~~

It is the normal obligation of a faculty members to meet each of their his/her classes at the scheduled time and place for the mode of instruction and to present or have presented to the class material appropriate to the stated subject matter. A faculty member who fails to meet or so instruct a class without justification may be ~~(a)~~ formally reprimanded. ~~and/or (b) officially reported as absent for payroll purposes and be docked~~

~~all or part of the day's pay accordingly. Repeated failures may be the basis for disciplinary proceedings leading to suspension, demotion or dismissal.~~

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

Procedures

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