

Rehire Rights and Seniority Language by District

1. Allan Hancock Community College District 2020-2023

12.3 When there is need for additional faculty service beyond that provided by regular, contract, and/or other District full-time employees, the District will make assignments in accordance with this Article for bargaining unit members.

12.4 Definitions

12.4.1 Assignment: Any course, lab, activity, or extra assignment that generates load.

12.4.2 Assignment Period: A semester, or term within a semester, excluding summer and intersession, when a bargaining unit member has an assignment.

12.4.3 Date of Hire (DoH): The day an individual is initially hired by the District in a specific discipline. A bargaining unit member may have a DOH in more than one discipline. The DOH for those returning bargaining unit members who have taken a voluntary break in service will be the date they are rehired by the district in that discipline. In case a tie for priority assignment seniority date exists among adjunct faculty in the same discipline, the tie shall be broken by lot.

12.4.4 Part-Time Faculty:

1. All newly hired bargaining unit members with no previous service with the District; 2. All bargaining unit members whose job description is Activity; 3. All bargaining unit members whose assignment is exercise, conditioning, swimming, or a skills lab; 4. All bargaining unit members with an FTE of less than 0.10; 5. All bargaining unit members whose assignment is a lab only; 28 6. Any bargaining unit member who has not received his/her Gateway evaluation; 7. Former full-time faculty with the District in their initial Assignment Period as bargaining unit members; and 8. Former bargaining unit member rehires in their initial Assignment Period after a voluntary break in service of greater than four (4) semesters.

12.4.5 Associate Faculty: When the conditions in article 11.1.1 are satisfied, the designation of associate faculty shall be eliminated. During the term of this contract, no new requests for associate faculty status will be granted. For purposes of scheduling, associate faculty will be considered pool 2 bargaining unit members.

12.4.6 Seniority: Seniority is established by the date of hire in a discipline.

12.4.7 Break in Service: A break in service may include voluntary, involuntary, and medical.

12.4.7.1 A voluntary break in service is limited to four (4) consecutive semesters may be granted to bargaining unit members with the written approval of the division dean for educational, professional development, or extenuating circumstances. The written approval must be submitted to the office of human resources to be placed in the employee personnel file. If the voluntary break in service is greater than four (4) consecutive semesters, part-time faculty will be reinstated with their seniority date established as the date they returned to service. Extenuating circumstances will be evaluated on a case-by-case basis.

12.4.7.2 An involuntary break in service is a lack of available assignments (does not include assignments that were refused). Original seniority dates will be retained for bargaining unit members who return

from an involuntary break in service within four (4) consecutive semesters. If a bargaining unit member does not return from an involuntary break in service after four (4) consecutive semesters, they will be considered separated from the District. Extenuating circumstances will be evaluated on a case-by-case basis.

12.4.7.3 A medical break in service includes injury or illness preventing a bargaining unit member from a semester length assignment. Employees must notify the District as soon as possible of their absence and anticipated return date. Seniority dates will be retained for bargaining unit members who return from a medical break in service within four (4) consecutive semesters. If a bargaining unit member does not return from a medical break in service after four (4) consecutive semesters, they will be considered separated from the District. Extenuating circumstances will be evaluated on a case-by-case basis.

12.5 Workload: Temporary employees shall not receive a workload that exceeds 67% of the hours per week considered a full-time assignment for regular employees having comparable duties, as specified by Education Code in Section 87482.5.

12.6 Assignment of Bargaining Unit Members: The district retains the right to make assignments for all bargaining unit members.

A. Bargaining unit members may request an assignment that corresponds to a class prefix as listed in the college catalogue. The minimum qualifications as defined by the California Community College's Chancellor's Office and the district must be met before an assignment can be granted to teach any class.

B. Assignments will be made by a dean in consultation with a department chair in accordance with seniority rules. The district may cancel or change any assignment for administrative reasons, such as reduction in apportionment or other fiscal constraints.

C. Bargaining unit members will receive class and non-teaching assignments after regular and contract faculty assignments have been made. In the event a regular or contract faculty member's regular assignment is cancelled or reduced, the regular or contract faculty member may be assigned to a class or non-teaching assignment previously assigned to a bargaining unit member, no later than seven (7) calendar days after the start of instruction.

D. Classes assigned to bargaining unit members will not be reassigned to full-time instructors as overload assignments within the thirty (30) calendar day period before the first day of class. 12.6.1 Credit Assignment Pools: Bargaining unit members with credit assignments shall be divided into Assignment Pool 1 and Assignment Pool 2.

12.6.2 Assignment Pool 1 consists of bargaining unit members with credit assignments and who are: 1) new hires with no previous service to the district 2) former full-time faculty in their initial assignment period as bargaining unit members and who have not met the requirements for Pool 2 3) bargaining unit members returning after a voluntary break in service of greater than four (4) consecutive semesters 30 4) bargaining unit members continuing in their service to the District who have not met the requirements for Pool 2

12.6.3 Assignment Pool 2: Requirements for Assignment Pool 2: In order to be eligible for Pool 2, a bargaining unit member with a credit assignment must have completed 8 assignment periods with two satisfactory evaluations and a C or S on their Gateway evaluation.

12.6.4 Grandfathering: Effective upon ratification and Board approval of this agreement, bargaining unit members without a voluntary break in service, who have accrued a minimum average load of at least .20 over the previous eight assignment periods, and who have received a rating of C or S on their most recent evaluation on or before the date of this agreement, will be automatically grandfathered into Pool 2.

12.6.5 Seniority: Bargaining unit members in Pool 2 will be given assignments based upon seniority. Bargaining unit members in Pool 1 will be given assignments after bargaining unit members in Pool 2 have received their assignments.

2. Antelope Valley Community College District 2018-2021

14.0 Priority of Assignment (Seniority List for Assignment)

“Adjunct Faculty” shall be used in this Agreement to mean temporary classroom and non-classroom Faculty as defined in California Education Code Section 87482.5.

Temporary assignments of Adjunct Faculty and Full-time Faculty overload will be made by management (within the limitations of the procedures in Article X).

Assignments shall be based upon “the availability, willingness, and expertise of part-time, temporary Faculty to teach specific classes or take on specific assignments that are necessary for student instruction or services” (Education Code Section 87482.3).

The provisions of Article X section 14.0 do not apply to reassigned time assignments.

The parties agree that all Adjunct Faculty Assignments are temporary in nature contingent on enrollment, funding and program changes, and that no Adjunct Faculty has a reasonable assurance of continued employment at any point in time, regardless of the status, the length of service, or re-employment preference seniority, of the Adjunct Faculty. For the purposes of this article these restrictions also apply to Full-time Faculty overload.

Priority of Assignment (POA) rights shall start at the beginning of the first day of paid service to the District as a faculty member (hereinafter “Service Date”), following three evaluations rated at “Meets Criteria” or “Exceeds Criteria” (see Appendix W) in the Summary Assessment of each area. Priority of Assignment rights are to be implemented at the next submission of preference sheets.

14.1 For Adjunct Faculty, in coordination with Article VIII. 5.2.1b, the first evaluation will take place the first semester of hire, the second evaluation will take place in semester three and the last evaluation will occur in semester seven, regardless of any gaps in employment between their Service Date and semester seven. Adjunct Faculty may opt out of the seniority process at any time, in writing (memo or email), to the Dean. To be placed back on the POA list the Faculty member must contact the Dean in writing (memo or email) and re-qualify for placement based on criteria in 14.1, with the first evaluation taking place in the next semester.

14.2 Adjuncts who currently have had three or more evaluations rated at “Meets Criteria” or “Exceeds Criteria” (see Appendix W) in Summary Assessment of each area, shall be automatically placed on the POA list.

14.3 Tenured Faculty, for purposes of overload assignment, shall be automatically placed on the POA list.

14.4 Contract (Probationary) Faculty who have had three or more evaluations that “Meets Criteria” or “Exceeds Criteria” shall be placed on the POA list. Contract (Probationary) Faculty placement on the POA list in no way implies either early tenure or tenure of said Faculty member. 90

14.5 Faculty will be removed from the POA list following two consecutive evaluations with two or more Summary Assessments rated as “Needs Improvement” or “Unsatisfactory.” To be returned to the POA list in accordance with Article

14.6, faculty who were removed from the POA list must complete three evaluations rated at “Meets Criteria” or “Exceeds Criteria” (see Adjunct Evaluation Form) in the Summary Assessment of each area.

14.6 Faculty shall be placed on the POA list based upon their Service Date.

14.7 All Faculty who have separated from the college or who have discontinuation of service from the college for at least 3 years shall be removed from the POA list. Faculty who are re-hired will have a new Service Date and will be required to complete the process as stated in 14.1.

14.8 Faculty who share the same Service Date shall be placed on the POA list based on the lottery system performed by Human Resources.

14.9 In cases where ties in priority of assignment within a discipline need to be broken, the second criteria to be applied shall be determined by her/his total accumulated FTEF (Full-time equivalent Faculty). For Full-time Faculty, only overload assignment and previous Adjunct total accumulated FTEF will be counted, subject to the stipulations of 14.7.

14.10 Bumping rights begin four weeks before the beginning of the respective part of term and end 10 calendar days before the start of the semester. Bumping rights do not apply to intersession and summer. If the class cancellation is made more than 10 calendar days prior to the start of the semester, Faculty who had the reduction in assignment will be contacted by the Dean or Department Chair and advised of available alternative assignments as determined by the Dean based on the following order: 1. Scheduled classes without an assigned instructor; 2. Classes scheduled to an instructor not on the POA list; or 3. Faculty with least seniority on the POA list. Faculty who refuse an available alternative assignment will retain LHE rights for one parallel term (fall to fall, spring to spring). Bumping will not occur less than 10 calendar days prior to the start of the semester. In the event the percentage of LHE assignment of a Faculty member who has qualified for POA rights must be reduced due to circumstances beyond his/her control as stated in Article X, 13.5, the affected Faculty member shall have the right to maintain his/her current percentage of LHE assignment for the next parallel term.

14.11 When applicable, new course sections will be offered to Faculty up to the contract defined maximum load utilizing the POA list.

14.12 Priority of Assignment (Seniority List for Assignment) will be implemented in spring and fall 2019 and will be based upon the Adjunct Faculty and Full-time Faculty overload assigned LHE for spring and fall 2018.

14.13 Upon request the Faculty member will be provided access to the POA list. The department POA list will be available at the office of the Dean.

3. Barstow Community College District 2017-2020

7.15 PART TIME FACULTY (ADJUNCT) ASSIGNMENTS:

7.15.1 This section shall apply to part-time faculty assigned to teach adult or community college classes, or perform non-instructional academic assignments, for not more than 67 percent (67%) of the hours per week which are considered a full-time assignment for regular employees having comparable duties pursuant to Education Code section 87482.5. This section does not apply to a person employed to coach an athletic team which does not provide student instructional credit. Part-time faculty retired with CalSTRS are eligible to gain reemployment preference in the same manner as other part-time faculty. Years of employment accrued prior to retirement shall not be counted toward the gaining of reemployment preference as a part-time employee after retirement.

7.15.2 The intent of this section is to establish minimum standards for the terms of reemployment preference for part-time, temporary faculty assignments.

7.15.3 No assignment shall be made to any part-time faculty member who does not meet the minimum qualifications as adopted by the California Community College Board of Governors or an equivalency granted by the local Academic Senate.

7.15.3.1 When professional certification or license is necessary to ensure student safety and/or subject matter currency, possession of certification or license shall be considered a minimum qualification for the applicable assignment.

7.15.4 A part-time faculty member shall gain re-employment preference after service to the District in one or more assignments for three consecutive semesters.

7.15.5 Once a part-time faculty member gains initial re-employment preference, he/she shall be placed on the re-employment list.

7.15.5.1 A part-time faculty member who has a break-in-service of three or more consecutive semesters, not including the summer, with the District shall lose his/her re-employment preference and will be returned to the status of a newly hired part-time faculty member.

7.15.6 Before an assignment is made to a part-time faculty member who does not have re-employment preference, the assignment must be offered to part-time faculty on the re-employment list. An assignment is one class for instructional faculty. An assignment is eight (8) hours of work per week for non-instructional faculty. The Vice-President/Dean or other manager making assignments to part-time faculty with re-employment preference shall take into consideration the following factors:

7.15.6.1 The length of time the faculty member has served at the District

7.15.6.2 The number and subject matter of courses taught by the faculty member at the District or type of non-instructional work performed at the District;

7.15.6.3 The part-time faculty member's most recent performance evaluation;

7.15.6.4 The faculty member's availability, willingness, and expertise for the assignment; and

7.15.6.5 Scope and currency of experience in the subject matter.

7.15.7 A part-time faculty member shall not be offered more than one assignment where there remains another part-time faculty member with re-employment preference with no assignment, who meets the minimum qualifications and is available for the assignment.

7.15.8 If there are a smaller number of assignments than available for all part-time faculty with re-employment preference, the appropriate Vice President/Dean or manager will make equitable assignments to the extent possible utilizing the criteria in section 7.15.6.

7.15.9 A re-employment list is deemed “exhausted” where:

7.15.9.1 Except for those members where 7.15.10 applies, each member on the re-employment list has one assignment;

7.15.9.2 There are no available assignments within the minimum qualifications of the member(s) on the re-employment list who do not have an assignment;

7.15.9.3 The part-time faculty member(s) on the re-employment list was offered an assignment, but declined the assignment.

7.15.10 Once the re-employment list is deemed exhausted, the Vice President/Dean or other appropriate administrator may make assignments to part-time faculty with or without re-employment preference.

7.15.11 If an assignment is cancelled on or after the first instructional day of the college semester due to low enrollment, the part-time faculty member with re-employment preference shall have no right to take or bump an assignment from a part-time faculty member who does not have reemployment preference. However, such cancellation shall not be construed as a break in service for the purposes of retaining reemployment preference or as a refusal to accept an assignment.

7.15.12 In addition to 7.15.6.1, a part-time faculty member loses re-employment preference where one or more of the following occur:

7.15.12.1 An unsatisfactory performance evaluation as delineated in Article XII Evaluations;

7.15.12.2 Loss of minimum qualifications for the offered assignment;

7.15.12.3 Refusal to accept any assignment in two (2) consecutive semesters in which assignments were offered;

7.15.12.4 Physical or mental incapacity precluding the faculty member’s ability to accept an assignment for three (3) or more semesters; or

7.15.12.5 Misconduct, including, but not limited to, unprofessional conduct or a violation of District rules, policies or regulations.

The appropriate Vice-President shall provide written notice to the part-time faculty member of the District’s decision to withdraw re-employment preference. A part-time faculty member who loses re-employment preference for any of the reasons set forth in sections 7.15.12.1 – 7.15.12.5 inclusive may appeal the decision to the District’s Superintendent/President. If the part-time faculty member appeals, a meeting shall be held with the Superintendent/President. The meeting shall not be an evidentiary hearing and is limited to the opportunity for the part-

time faculty member to provide his or her reasons why the faculty member should not lose re-employment preference. The part-time faculty member may have a BCFA representative present at the meeting. In lieu of a meeting with the Superintendent/President, the part-time faculty member may submit a written statement. The District's determination that a part-time faculty member loses reemployment preference is not subject to Article XIII Grievance Procedure. Compliance with the procedures which lead to the loss of BCFA Collective Bargaining Agreement July 1, 2017 – June 30, 2020 Page 27 reemployment preference are subject to Article XIII Grievance Procedure.

7.15.13 Nothing in section 7.15 shall be construed to alter existing District policies or agreements with respect to setting priority of overload assignments for regular and contract full-time faculty

4. Butte-Glenn Community College District 2018-2021

18.1.2 Faculty Seniority

- a. The District shall establish and maintain seniority lists by discipline for all unit members, except that no seniority lists shall be established for full-time current academic employees. (Upon retirement of a full-time academic employee, if s/he wishes to teach his/her their seniority will be determined starting with the 1986-87 academic year for any overload class, the same as for current unit members.) The Association will be provided with updated seniority lists each semester.
- b. Each bargaining unit member will accrue seniority based on actual load credit per class taught in a given discipline starting with the 1986-87 academic year. A special "Seniority Disciplines" list has been established for the sole purpose of establishing seniority and may be found in Appendix F.
- c. During the Fall semester of each academic year the Human Resources Office will - email an Associate Faculty Availability Information Form to associate faculty members on the seniority list(s). This form is designed to provide a mechanism by which the district can be advised of the future availability of a given associate faculty member for continued employment. The faculty member is expected to return the completed form to the District within forty-five (45) days. After returning the form, it is the responsibility of each Unit member to take the initiative in advising the District of any changes in availability. Availability forms not returned within 45 days are treated the same as not available to work (for seniority purposes).
- d. In the event that an associate faculty member fails to submit and/or update the required Associate Faculty Availability Form, the District will be at liberty to fill staffing vacancies using another instructor. The Associate Faculty Availability Form will be the only acceptable means by which to notify the District of availability. Availability forms not returned within 45 days are treated the same as not available to work (for seniority purposes).
- e. Any unit member who chooses not to work for the District for five (5) sequential terms, including summer session, shall be dropped from the seniority list(s) and all seniority privileges lost. If and when a member returns to work, seniority will begin to accrue with that semester. Members will, however, retain the step and class for their rate of pay.
- f. All unit members possessing equal seniority, who did not work for the District prior to 1986-87, shall have their seniority standing determined by lot.

g. Unit members possessing equal seniority who worked for the District prior to 1986- 87 shall have their seniority standing determined by mutual agreement, based on 2018-21 PFA/CWA CBA Page 37 total load taught prior to 1986-87. Any disputes shall be resolved through a review of personnel records.

h. Seniority lists shall be recalculated each term, retained in the appropriate area office, and be available for review by unit members. It is the responsibility of each unit member to review the lists for accuracy. Any suspected inaccuracy should be brought to the attention of the appropriate administrator for resolution.

i. An associate faculty member may retire and retain their seniority if they submit a letter to the District indicating they are retiring with the intent to continue to teach. Retired annuitants who come back to teach after retirement will be evaluated in their first semester teaching after retirement. Retired annuitants, who choose not to teach for three (3) sequential terms, including summer session, shall be dropped from the seniority list(s) and all seniority privileges lost.

18.1.3 Load

a. Unit members have re-hire rights based on seniority for Fall, Spring and Summer semesters. Starting with the most senior member, unit members will be given the first right of refusal of assignments for the maximum load allowed by the District providing the District is scheduling enough assignments to make this possible. Although not earned during the Winter Session, seniority will be used when making assignments for Winter. The District reserves the right of assignment. Nothing in this provision provides unit members with rights to a specific class or assignment. When an assignment requires a specific expertise beyond minimum qualifications, the District may require proof of competency in the subject matter; proof may include demonstrated experience in the subject matter within the previous five (5) years by having taught, taken classes, etc.

b. New associate faculty hires are considered “probationary” until the unit member receives a positive evaluation and is recommended for reemployment. Seniority rights are not in effect until such time. The district will make every effort to conduct formal evaluations of associate faculty during the first semester of employment. If a formal evaluation is not completed by the end of the second semester of a unit member’s employment, that member’s seniority rights will begin after his/her second semester as determined by the formal evaluation procedures outlined in Article VI, Section 6.6.2. If the unit member’s performance is deemed unsatisfactory, the unit member -may enter into a probationary third term with an improvement plan outlined by the unit member’s supervisor or designee. Seniority for previous semesters will be awarded after the unit member successfully completes the conditions of the improvement plan. If the unit member’s performance is still deemed unsatisfactory at the end of the improvement plan, the District may withhold further employment.

c. In the event two identical classes are merged in order to make minimum cap, the instructor with the most seniority may be assigned the class.

d. In the event two classes within like disciplines should merge (art, languages, science, etc.) seniority may be one of the criteria used by chairs in determining course assignment. 2018-21 PFA/CWA CBA Page 38

e. The District will send to the PFA/UPTE Association office updated seniority lists within forty-five (45) days of the completion of each semester, including summer.

f. Unit members serving as site supervisors have re-hire rights based on seniority for Fall and Spring Semesters. Starting with the most senior site supervisor, members will be given the first right of refusal of assignments for the maximum hours allowed by the District (ten (10) hours per week) providing the District is scheduling enough hours of site supervision to make this possible. The District reserves the right of assignment. Nothing in this provision provides unit members with rights to assignment at a specific location. When required by a school site, the District reserves the right to assign a particular site supervisor, for example an employee of the school, to that specific site. Under no circumstance will a new employee be imposed on the unit by a host site administration.

18.1.4 Assignments

a. Assignment refers to course subject, time, location and days course is to be taught.

b. At the discretion of the administration, overload and assignments shall be given to full-time current academic employees before classes are made available to the associate instructors.

c. After the above have been assigned, then unit members shall be assigned. The right of assignment is retained by the District. Whenever feasible, those unit members possessing seniority shall have their preferences taken into consideration before assignments are made to those who possess less seniority. Seniority does not give any unit member the "right" to teach a specific class/segment of a class.

18.1.5 Whenever class cancellations result in a full-time faculty member being under load, in rearranging schedules every reasonable effort will be made to bump the least senior associate faculty member in that faculty service area--however, if the least senior associate faculty member being bumped is teaching a class at a time that conflicts with the other scheduled classes of the full-time faculty member, bumping will continue based upon seniority, until such scheduling conflicts are mitigated. However, under no circumstances may a full-time faculty member bump an associate faculty member simply to retain an overload in the form of banking or an extra pay assignment. Whenever bumping occurs for whatever reason, classes will be assigned on the basis of 18.1.4 b.

18.1.6 If a unit member signs an agreement for an assignment and then rescinds any or all of it one month prior to the assignment beginning, the District may suspend the union member for the following semester. In the event a unit member rescinds, for a second time, any or all of an assignment one month prior to the assignment, the District may revoke the unit member's rehire rights. A unit member who must rescind an assignment either for health reasons or family emergencies shall be exempt from suspension; however, the unit member shall provide the District with verification (e.g., statement from physician, lawyer, etc.) of the need for such an action.

18.1.7 Unit members other than teaching a. Unit members other than teaching will accrue seniority on the basis of total cumulative hours of employment per term. 2018-21 PFA/CWA CBA Page 39 18.2 Implied by the absence of language to the contrary:

(1) Nothing in the above is to be construed as granting "bumping" rights to associate faculty unit members on the basis of seniority should any given associate instructor's class not make;

(2) Seniority, although worthy of note, will not necessarily be a deciding factor should a unit member apply for a full-time position with the district;

(3) The word "feasible" in provision 18.1.4 c is intentionally broad, suggesting the full range of synonyms, including "possible", "reasonable", and "suitable".

5. Cabrillo Community College District 2019-2022

16.3 Scheduling: Adjunct Assignment

16.3.1 The District has right of assignment through the Division Dean or appropriate administrator. Questions or concerns regarding assignments should be brought to the attention of the Division Dean or appropriate administrator.

16.3.2 An adjunct unit member shall have the opportunity to state their availability and list preferred courses by submitting an "Availability Statement" (Appendix I.1) to the appropriate Dean (or program head when the course falls outside the division) prior to the development of the schedule for each semester or session. If an adjunct unit member requests but does not receive an assignment for any given semester or session, the appropriate administrator shall notify the unit member in writing and shall specify in this notice one or more of the following reasons for this decision. Reasons for not receiving an assignment shall include:

- (a) less than satisfactory evaluation
- (b) termination of course offering
- (c) return of a probationary or regular contract member from leave, where the adjunct unit member was employed as a temporary replacement
- (d) consolidation of positions toward a contract position
- (e) the need of a regular or contract unit member to complete a normal load
- (f) reduction in force
- (g) maintenance of continuity and quality of educational program
- (h) violation of or refusal to obey laws governing community colleges and/or regulations of the District.
- (i) demonstrated need of the District. In this case, the District need shall be identified.
- (j) not available when course is scheduled. If an adjunct unit member does not receive an assignment for any given semester or session, the unit member may continue to submit "Availability Statements" to the appropriate administrator for up to four (4) semesters.

16.3.2.1 If an adjunct unit member is also a classified employee of the college, the adjunct assignment shall not cause the classified employee's work week to exceed forty (40) hours per week nor the workday to exceed eight (8) hours per day. This restriction applies to all adjunct assignments, including for those adjunct unit members who have established reemployment preference.

16.3.3 "Availability Statements" (Appendix I.1) shall be used in making decisions pursuant to Section 16.4 below.

16.4 Notification of Assignment In offering an assignment to an adjunct unit member each semester or session, the District/Division Office will make use of the following criteria:

- (a) Availability
- (b) Evaluations
- (c) Length of service as defined below in 16.8.1
- (d) Reemployment preference as defined in 16.8.2
- (e) Continuing comparable assignment
- (f) Educational preparation or study, relevancy or recentness of related work and teaching experience, in specific course or assignment.
- (g) Maintenance of continuity and quality of educational programs.

16.5 Cancellation or Withdrawal of Tentative Assignment Adjunct teaching assignments are made by the District on a tentative basis, subject to a number of institutional factors:

- (1) Administrative approval;
- (2) class size;
- (3) possible assignment of a contract or regular instructor, as a part of a normal load, to one or more classes tentatively assigned to an adjunct instructor.

If an assignment is canceled or withdrawn by the District, the cancellation or withdrawal will be effective when the adjunct unit member is notified by the Dean. If the instructor is notified within the 14 days before the first class meeting or during the first week of class, they shall be compensated for one-sixteenth of the number of hours the class is scheduled to meet and for time spent meeting the flex requirement. If the instructor is notified on the day of or after the first class meeting of the second week of classes, they shall be compensated for two-sixteenths of the number of hours the class is scheduled to meet and for time spent meeting the flex requirement. This formula for compensating for canceled classes applies to all classes: summer, fall, winter and spring sessions, and full-term, short-term and weekend classes.

16.6 Arbitrability Grievances concerning the interpretation and application of Sections 16.3, 16.4, and 16.5 are not subject to the Arbitration provisions of this Agreement.

16.7 Work Load An adjunct unit member's workload shall not exceed sixty seven percent (67%) of the standard full-time unit member workload (see Article 11). The following activities are excluded from the sixty seven percent (67%) workload and thus are not to be calculated toward it. Such exclusions are not limited to this listing:

- (a) classes taught for Cabrillo Extension;
- (b) service as a substitute teacher on a day-to-day basis as provided by Education Code Section 87482.5(b). *
- (c) classes taught during any summer session and winter session.

(d) professional ancillary activities as defined in Section 16.16.

*Notes: For purposes of definition, day-to-day substitutes are not required to engage in long-term lesson planning, to attend department or division faculty meetings, to hold office hours or do final grading. A day-to-day substitute, working consecutively up to 12% of the total hours of a single course, is paid at the rate stated in Article 13.9; thereafter, the day-to-day substitute will be paid at the appropriate adjunct unit pay rate, Article 13.1.2.4 or 13.1.2.5. If it is known at the beginning of the absence that the substitute will work consecutively at least 12% of the total class hours, the substitute may be paid in units for the entire time the substitute is employed for that assignment.

16.8 Length of Service, Cabrillo College Service Credit and Reemployment Preference.

16.8.1 An adjunct unit member's length of service list for each academic discipline shall be established and updated each semester by the District Human Resources Office. The list shall be based on and sorted by the first date of paid temporary academic employment of each adjunct unit member and by academic discipline. In addition, the Length of Service List will identify those adjunct members who currently have reemployment preference (16.8.2). These Length of Service Lists will be used by each Dean in making assignments each semester according to 16.4. The Length of Service Lists by academic discipline shall be available to an adjunct unit member and CCFT upon request.

16.8.2 "Cabrillo College Service Credit" means the credit toward reemployment preference that an adjunct unit member earns for having completed one or more assignments in an academic discipline. An adjunct unit member must serve satisfactorily for the full term of their assignment(s) in the academic discipline during one semester. After earning eight semesters of Cabrillo College Service Credit in an academic discipline, an adjunct unit member shall have reemployment preference in that academic discipline. Denial of reemployment preference shall be based on evaluations or other contractual criteria as specified in 16.4.

16.8.3 An adjunct unit member with reemployment preference in an academic discipline shall be offered an assignment therein before an adjunct unit member without reemployment preference, provided she/he is qualified for the assignment as noted in

16.4. While all of the criteria in 16.4 are used in making assignments and the number of available assignments can change based on several factors, the District will make an effort to provide continuing comparable assignment to adjunct unit members with reemployment preference.

16.8.4 If, during any semester, there are more adjunct unit members with reemployment preference than there are available assignments in an academic discipline, the available assignments shall be offered to those adjunct faculty who are most senior according to the Length of Service List, provided she/he meets the criteria specified in 16.4.

16.8.4.1 After an adjunct faculty member has been offered and has accepted an assignment, orally or in writing, an adjunct faculty member shall not be displaced by a more senior adjunct faculty member.

16.8.5 An adjunct unit member shall retain their reemployment preference unless it is terminated pursuant to the provisions of this article.

16.8.5.1 The reemployment preference of an adjunct unit member of an academic discipline is terminated:

(a) if that unit member declines, after the end of the prior semester, an assignment during a subsequent semester, or winter or 16-4 Revised July 2019 2019-22 Contract summer session, for which they had announced an availability and which assignment has been published in the appropriate schedule; or does not complete an assignment after it has begun.

(b) if the President or their designee concludes that the adjunct unit member does not meet the standards of performance and academic excellence that are required of certificated employees by the District, and the re-evaluation process (Article 17.4.11 and 17.4.12) has been completed.

(c) if the unit member is not employed by the District for two consecutive years, including summer and winter sessions. In such case the unit member's date of hire will reflect the date the new adjunct assignment commences.

16.8.5.2 The reemployment preference of an adjunct unit member in a division shall not be terminated if:

(a) an assignment is cancelled because of low enrollment;

(b) an assignment is withdrawn to fill the load of a contract member;

(c) the adjunct unit member is unable to accept or commence an assignment because of verifiable illness or other extenuating circumstances which the member and the appropriate Dean mutually agree make acceptance or commencement impossible.

16.8.5.3 An adjunct unit member who has lost reemployment preference may later re-qualify according to 16.8.2.

6. Calbright College (Not Available)

7. Cerritos Community College District 2018-2021

ARTICLE 13: TEMPORARY PART-TIME FACULTY REEMPLOYMENT/ASSIGNMENT

13.1 When the District determines that there is a need for additional services beyond that provided by full-time faculty, it is in the best interest of the District, and the intent of both the District and the Union, to employ qualified and competent temporary part-time faculty in order to meet the instructional and educational support needs of students.

13.2 Seniority and Reemployment

13.2.1 Temporary part-time faculty who are currently employed may file a schedule availability form to request an assignment for an upcoming semester or summer sessions. Schedule availability forms will be available online and in each division office. The deadline date(s) that such forms must be received by the Department Chair in order to be considered for an assignment in a particular upcoming semester or Summer session shall be by midnight on the first Friday of the Fall and Spring regular term Semesters. District will notify current faculty of the deadline thirty days before the end of the prior semester and seven days before the deadline.

Part-Time Availability For:

Form Deadline:

Fall	Friday of first week of prior Spring
Spring	Friday of first week of prior Fall
Summer Sessions	Friday of first week of prior Fall

For example, an assignment for Summer 2019, the deadline to submit the availability form is the first Friday of the first week of the 2018 Fall semester.

Individuals who submit a completed schedule availability form by the deadline date and who have satisfactory job performance will be placed in a pool to receive first consideration for re-employment in accordance with Article 13.

13.2.2 Seniority Lists

(a) Human Resources will initiate the first seniority list based on the first part-time employment in the department or similar unit. Department chairs will then maintain the list in the future.

(b) Seniority lists shall be updated with new names and start dates that are added to the lists. Copies of the list shall be made available to faculty who make such a request. In addition, a copy of the seniority lists shall be forwarded to Human Resources and CCFE by the end of the semester.

(c) If a break in service exceeds three (3) semesters, then the person's name is to be removed from the seniority list. If a part-time faculty member requests, but is not given, an assignment, it will not constitute a break in service. However, if the faculty member is not given an assignment after requesting it for a period of five (5) consecutive semesters, the person's name will be removed from the seniority list. Bumping of a part-time faculty member by a full-time faculty member shall have no effect on seniority.

(d) Every part-time faculty unit member shall be deemed to have been employed on the date upon which that faculty unit member first rendered paid service in a department. If a department hires two or more part-time faculty unit members with the same hire date, their names shall be placed in a drawing conducted by Human Resources to determine the order of employment. A representative from Human Resources and another from CCFE will witness the drawing. Human Resources will conduct the part-time seniority drawing no later than February 1st and September 1st if needed. The Vice President of Human Resources or his/her designee shall forward the seniority determination to the part-time faculty unit members' department chair and provide a copy to CCFE within seven (7) days of the drawing.

13.2.3 Assignment and Reemployment

(a) Among the factors considered in determining retention and all assignments, including additional assignments that become available are relative experience, qualifications, program need and seniority in that order.

(i) Factors, in no priority order, to include when giving due consideration to relative experience and qualification include, but are not limited to.

- General teaching experience including other institutions, not just within the District;

- Related professional experience other than teaching;
- Skills and experience in specialized areas;
- Level of education and academic preparation; and
- Previous performance record (satisfactory or better);
- Adherence to District Policies and Procedures

(ii) Factors, in no priority order, to include when giving due consideration to program need, but are not limited to:

- Employee qualifications to carry out the assignment;
- Expertise and/or demonstrated practical experience in the specific requirements of the assignment;
- Employee ability to use and expose students to current information, technology and skills required in the assignment;
- Employee availability at the needed time;
- Maintenance of an inclusive academic staff

(b) It is the responsibility of the part-time faculty member to provide information to management to be considered when determining retention and assignment.

(c) Seniority List Eligibility: Part Time faculty are placed on the seniority list after receiving two (2) consecutive satisfactory evaluations or having been given an assignment for six (6) semesters, including summers, with satisfactory evaluations in the fall and/or spring terms according to the provisions of 16.6. When feasible and in accordance with Article 13.2.3 (a), the District may provide part-time faculty with up to the maximum load allowed by law or when not possible, the same or similar faculty load as in the previous semester if feasible. In all cases, part-time faculty assignments shall be temporary in nature, contingent on enrollment and funding, and subject to program changes, and no part-time faculty member shall have reasonable assurance of continued employment at any point, irrespective of the status, length of service, or reemployment preference of that part-time time, temporary faculty member.

(d) Department chairs schedule in advance using the seniority list that is valid at the time of scheduling. Lists are updated according to the provisions of Article 13 and when department chairs receive performance evaluation information. If a part time faculty member receives/loses rehire rights, the new status on the seniority list applies to the immediate scheduling taking place right after the change in his/her rehire status. For example, if a part time faculty member is placed on the seniority list in Spring 2018 and the schedule for fall 2018 has already been done, the updated status would then apply to the scheduling that takes place in fall 2018, such as scheduling for spring 2019. Thus, if the part time faculty has already received a schedule for fall 2018 then the schedule would not be changed unless the faculty member receives an unsatisfactory evaluation.

(e) If the part-time faculty member receives a “needs improvement” or “unsatisfactory” evaluation, then the guidelines will be followed as outlined in Article 16.6, Part Time Evaluation.

(f) Less than Satisfactory Evaluation If the part time faculty member receives a “needs improvement” in spring 2018, for example, then the remediation plan process (see below) will apply to Fall 2018, or the next time the part time faculty member is scheduled to teach a class or is given an assignment (not to

include summer), without a change to the part time faculty member's schedule. If the part time faculty member does not meet the terms of remediation, then classes assigned for the subsequent semester shall be revoked. In the event an "unsatisfactory" evaluation is received spring 2018, all offered classes will be revoked immediately.

(g) Remediation Process

A part time faculty member who receives an overall "needs improvement" review shall be provided by the Peer Review team with recommendations and reasonable assistance for improvement. If the overall rating is "needs improvement," the Peer Review team will create and forward a remediation plan to the appropriate Dean for review and approval. The Peer Review team finalizes the remediation plan and presents the plan to the evaluatee. A remediation review to assess the performance of the faculty member shall be conducted the next time the evaluatee is assigned a class or is given an assignment (counselors and librarians). The remediation review shall be conducted by the same evaluators of the original review and one additional evaluator not on the original team. The additional evaluator will be proposed by the evaluatee within 10 business days of receiving the remediation plan. The Dean shall approve the additional evaluator. If no additional evaluator is proposed by the evaluatee, the Dean will appoint one.

(h) If a department does not provide an eligible faculty member under 10.2.2 (c) with the same or similar faculty load, the department chair will discuss the reasons with the part-time faculty member. If requested by the affected part-time faculty member, the Department Chair will provide written communication of such reduction including the specific reasons.

(i) If during any semester, there are more part-time faculty members than there are available assignments, and if all of the criteria for determining assignments that are defined in 13.2.3 (a) (i) have been met to the satisfaction of the appropriate administrator, then the remaining available assignments shall be offered to those part-time faculty members who are most senior according to the seniority lists as described in 13.2.2 with the most senior part-timers being offered at least the same faculty load as in the previous term before a part-time faculty member with less seniority is offered an assignment.

(j) When part time faculty are bumped, the decision about which part time faculty member will lose assignment shall be made based on the criteria described in 13.2.3 Assignment and Reemployment.

(k) A part-time teaching faculty member whose assignment is reduced (e.g. class canceled due to financial exigency or low enrollment) within three (3) weeks (fifteen (15) working days) prior to the beginning of that assignment may not claim seniority as a reason to be reassigned in place of a less senior part-time faculty member provided the less senior part-time faculty member had already been given an assignment prior to the three-week period. However, seniority remains a factor to be considered whenever new or un-staffed assignments become available. A part-time faculty member whose assignment is reduced under this section will not lose his/her seniority.

13.3 The District reserves the right to leave some assignments unstaffed.

13.4 The provisions of the Article shall not limit or restrict the District's discretion or flexibility to schedule, employ personnel and make assignments after first considering Section 13.2 above, and/or delete course selections, and /or adjust assignments for instructional and/or other educational program support activities in accordance with District needs.

8. Chabot-Las Positas Community College District 2019-2022

18B. Employment Rights

The parties recognize the provision of Education Code 87665 which states, “The Governing Board may terminate the employment of a Temporary Part-time employee at its discretion at the end of a day or week, whichever is appropriate.”

18B.1 Part-Time Faculty Seniority

a. College

The Office of Human Resources shall be responsible for verifying and maintaining a separate Seniority List for each Discipline. Disciplines shall be defined according to the Discipline List as adopted by the State Board of Governors of California Community Colleges and college-specific disciplines as negotiated. The latest version of the Disciplines List shall be on file in the Office of Academic Services and the Office of Student Services. A Part-time unit member may accumulate separate Seniority credit in more than one (1) Discipline.

(1) The Faculty Association Right to Review the Seniority List

The Faculty Association retains the right to review the Seniority List and the process for determination of placement on the List at will. Within two (2) work weeks of requesting said review by the Faculty Association, the District shall make all the relevant documents available.

(2) Date Seniority List Posted Publicly

A draft Seniority List for the following Academic Year will be posted on or before October 15. The District will notify all Part-time unit members and the Faculty Association by email when the college specific discipline Seniority list(s) will be made available for review in appropriate Administrators’ offices. This notification shall remind unit members of their right to contest their placement. Part-time unit members shall have two (2) work weeks from the posting to contest their placement on the List in writing to their appropriate Administrator, who shall work with Human Resources to ensure due diligence. The final Seniority List shall be stamped with the date and posted on or before November 10.

(3) Signature of Appropriate Administrator

The appropriate Administrator shall sign the Seniority List for his/her division at the time of its posting in the division.

b. Determination of the Date of Initial Service

For Part-time unit members hired in Fall Semester, 2006 or later, Seniority shall be based on his/her date of initial Term of service in the college-specific discipline. Seniority shall not be attributed on a rotational basis. Initial and/or continued placement on the Seniority List is dependent on the unit member’s receiving “Satisfactory” evaluations. Further, all other employment rights criteria in this Article 18B shall be met for placement on the Seniority List. New Part-time unit members will be given a provisional lottery number by Human Resources in cooperation with the Faculty Association for the first five (5) semesters of employment (Fall and Spring or Spring and Fall depending on date of hire). After

five (5) semesters, if a “Satisfactory” evaluation has been received or no evaluation has occurred, the new Part-time unit member will be moved to the appropriate college-specific discipline Seniority List(s).

The first day of the Term in which a unit member begins work in a college specific discipline shall be the unit member’s date of hire for Seniority purposes in that discipline. If two or more unit members in the same discipline have the same initial date of service, then their respective placement shall be determined by lottery. The lottery draw will occur no later than September 15th for Fall Semester, February 15th for Spring Semester, and the second week of the Summer Session or Inter-Session. Any Part-time unit member hired after the lottery draw for the specific Term will be given the next available lottery number.

(1) Break In Service

A break in service at the unit member’s assigned college of three consecutive semesters (not including Summer Sessions or Intersessions) in a college-specific discipline shall result in the unit member’s name being removed from that college’s discipline Seniority List, except in cases of extenuating circumstances described in Subsection two (2) below. After said break, the unit member shall have to establish a new date of initial Term of service upon rehire in that discipline at that college. The first day of the Term in which the unit member returns to paid service in the discipline shall be the unit member’s new initial date of service in that discipline for Seniority purposes.

Notwithstanding the above, unit members shall retain their seniority ranking in a college-specific discipline during periods in which they have a paid Summer Session service each Fiscal Year.

(2) Extenuating Circumstances—Not Considered A Break In Service for the Purpose of Seniority

An absence of service shall not be considered a break in service, or otherwise count towards a break in service described in Article 18B.1b.1 above, if the Part-time unit member is not given an assignment due to a Reduction in Force, bumping by a Full-time unit member, class cancellation due to low enrollment, active military service as defined in Article 11H., or if the unit member is unable to accept an assignment for extreme personal reasons as determined and mutually agreed upon by the District and the Faculty Association, or in order to accept a Temporary Leave Replacement (TLR) Full-time Instructional, Counseling, Library or Special Assignments Faculty position at another institution of higher education. With extenuating circumstances, an absence in service that exceeds three (3) full Calendar Years shall result in the unit member’s name being removed from the affected college-specific discipline Seniority List.

(3) Previous Full-time Not Emeritus Retired Status

Effective January 1, 2020, in the event that a Full-time unit member resigns without retiring from CalSTRS, CalPERS or Social Security, and is subsequently rehired as a Part-time Faculty member, for Seniority purposes he/she shall be treated as a new hire. The new date of initial Term of service shall be the first day of the Term when the unit member returns to service as Part-time Faculty, pursuant to Article 18B.1b.

(4) Resignation

If a Part-time unit member formally resigns from his/her position, he/she will then be removed from the Seniority List. After said resignation, the unit member shall have to establish a new date of initial Term of service upon rehire in that discipline at that college. The first day of the Term in which the unit member returns to paid service in the discipline shall be the unit member's new initial date of service in that discipline for Seniority purposes.

c. Part-Time Unit Members Hired Prior to Fall, 2006

For Part-time unit members hired prior to Fall Semester, 2006, the date of initial service in the college-specific discipline(s) shall be as previously determined. Notwithstanding, the provisions concerning Break-in Service and Resignation, shown above, shall pertain. (Procedures for determining the date of initial Term of Service can be found in the 2015-18 Collective Bargaining Agreement.)

d. Distribution of Assignments

Assignments to Part-time Faculty will be based first on program needs. District Program needs shall have priority over the Part-time Seniority List(s). See Article 18B.2 below.

e. Order of Assignments

The order of assignments for the Academic Year and Summer/Inter-session shall be according to the following priority:

- (1) To all Contract, Regular, and Temporary Leave Replacement (TLR) Faculty for Load;
- (2) To Contract and Regular Faculty for overload for extra pay and Summer/Inter-session, in accordance with the Load limits defined in Article 10D.11 (see Articles also 10D.10 and 17E). Minimum qualifications shall be used to determine overload, Summer Session and Inter-session assignment eligibility. This provision applies to Regular Faculty on Workload Banked Leave of Absence, see Article 12-2A.8. See Articles 10D.11b and 12-1A.3h. for exception if Regular Faculty is on a Sabbatical Leave of Absence;
- (3) To retirees with Emeritus Status (see Board of Trustees Policy 7800 for Emeritus Status) at the District's discretion. Retirees will not be placed on the Part-time Seniority List, and they shall be subject to the evaluation process outlined in this Article 18I.1. Emeritus Faculty are encouraged to fill out an Assignment Preference and Availability form on a yearly basis;
- (4) To existing or newly hired Part-time Faculty in order to fulfill one (1) or more program need(s) according to Article 18B. (Includes nonEmeritus Faculty who resigned—see Article 18B.1.b2. above.);
- (5) To Temporary Leave Replacement (TLR) Full-time Faculty

f. Assignment Preference and Availability Form

Part-time unit members shall complete an Assignment Preference and Availability Form each year for the subsequent Academic Year. The Assignment Preference and Availability Form shall be emailed via campus email no later than the first week in December by their appropriate Administrator's Office. In the event that the Part-time Faculty member is hired after the first week in December, he/she shall be given the opportunity to submit an Assignment Preference and Availability Form within two (2) weeks of

hire pursuant to this Article. The Assignment Preference and Availability Form shall request Part-time unit members to indicate their interest and availability for a(n) assignment(s) each Semester or Inter session or Summer Session consistent with Article 18C.3. The Assignment Preference and Availability Form shall be provided in the form of a fillable PDF document, either from the Office of the Dean for their respective Division, or by the Part-time unit member acquiring the document on their own. The Part-time unit member shall return the form to his/her appropriate Administrator's Office, via campus email, no later than the first Friday after the start of Spring Semester, to be considered for assignments for the immediately following Summer Sessions and Academic Year. In the event a Part-time unit member does not submit a preference form by the established deadline, that Part-time unit member risks losing his/her seniority preference when classes are assigned. See Appendix: Assignment Preference and Availability Form: Part-time Faculty.

The appropriate Administrator shall keep the returned Assignment Preference and Availability Form for one (1) Academic Year and shall produce it within five (5) days if requested by the Part-time unit member or the Faculty Association. The unit member may update the Assignment Preference and Availability Form every Academic Term, including Summer Session, in advance of the distribution of assignments so as to keep the Assignment Preference and Availability Form current as to the unit member's availability.

g. Part-time Unit Member Assignment Guidelines

After Full-time Faculty receive overload assignments according to Articles 10D.b, 10D.10, and 17A., and Emeritus Faculty receive assignments at District discretion, according to 18B.1.e above, the appropriate Administrator may reserve up to twenty percent (20%) of the total Full-time Equivalent Faculty (FTEF) allocated to the discipline to assign at his/her discretion, see Article 18B.1d. above. For any term (including Summer and Inter-session), Part-time unit members shall be offered an assignment of maximum Load requested, up to sixty-seven percent (67%) [10.05 Calculated A Hours (CAHs) or equivalent], that is workable within the constraints of the available college-specific discipline assignments, in order of Seniority, and per availability as provided on the Assignment Preference Form, before the next senior Part-time unit member receives his/her assignment. Offers of assignment will be made via campus email. The process shall continue until all Part-time assignments have been distributed. The unit member has the right to decline any or part of the offered assignment without penalty.

(1) Part-time unit members have forty-eight (48) hours to accept the assignment. At the time assignments are made, the most current Seniority List will apply. Administrators will make a reasonable attempt to not offer assignments during weekends and holidays.

(2) If a course of instruction, Counseling Faculty hours, Library Faculty hours, or other assignments become available after the procedure for making assignments has begun, these shall be assigned to unit members, taking into account program needs, in the exact manner and order described in Article 18B.1e. above. When assignments are made from the Seniority List in this circumstance, the offering of the assignments will start with the most senior Part-time Faculty who has less than a sixty-seven percent (67%) Load already assigned that is workable within the constraints of the available college-specific discipline assignments. No unit members, Contract, Regular, Temporary Leave Replacement (TLR) or Part-time, are allowed to change or

modify their original assignment when taking new assignments under this circumstance. At the time assignments are made, the most current Seniority List will apply.

(3) Part-time unit members offered an assignment within thirty (30) days of the start of the assignment shall have twenty-four (24) hours to respond. If no response has been received within twenty-four (24) hours, the appropriate Administrator shall follow the order of Seniority in offering the assignment consistent with Article 18B.1e. above.

(4) Guidelines Specific to Part-time Counseling Faculty: For any Term, block scheduling assignments shall occur as described below, unless the College Counseling Department elects to follow an alternative process through mutual agreement of Management and Counseling Faculty. The initial assignments shall allow for Counseling Faculty to be assigned hours in blocks of up to five (5) weekly Counseling Faculty D Hours ("D" Hour) each, up to a maximum of up to fifteen (15) weekly Counseling "D" Hours per person. The assignments will be offered in blocks and must be accepted as such. If available hours are insufficient to provide fifteen Counseling "D" Hours for each Counseling Faculty person, then new hours shall be assigned where the original assignments left off to the first person who initially received an assignment of less than an aggregate of fifteen (15) Counseling "D" Hours. Those following on the Seniority List shall be allowed to achieve up to fifteen (15) Counseling "D" Hours for the Term before giving any more hours to Counseling Faculty at the top of the List. Each block shall be assigned a Calculated A Hour (CAH) value based on the hours associated with the block for the Term assignment. Once all the Counseling Faculty at the college have received an aggregate assignment of fifteen (15) weekly Counseling "D" Hours for the Term, additional hours shall be assigned as follows:

(a) For Fall and Spring Terms, the blocks of time available for assignment shall be identified. Unless required otherwise by program need, newly acquired hours shall be distributed in blocks of one (1) whole Counseling "D" Hour at a time per the Seniority List so as to allow each Counseling Faculty person on the List to receive an additional hour instead of giving them all to the first person(s) on the List. It is understood that additional hours will only be assigned up to a maximum of sixty-seven percent (67%) of a Full-time assignment, including any assignment that counts toward Load, and this limitation shall be District-wide.

b) If Counseling Faculty teach Instructional classes in addition to their Counseling Faculty duties, then their Counseling Faculty hours shall be less than sixteen (16) Counseling "D" Hours or nine (9) Calculated A Hours (CAHs) per Term, and shall be diminished according to the amount required to limit their assignment to less than sixty-seven percent (67%) of a Full-time Load including any assignment that counts toward Load.

(c) For scheduling Summer Session and Intersession assignments, the blocks of time available for assignment shall be identified. Unless required otherwise by program need, remaining hours, including newly acquired hours, shall be distributed on a second round in blocks of five (5) weekly Counseling "D" Hours, per the Seniority List. After all the Counseling Faculty have received an assignment of up to twenty (20) weekly hours, and insofar as assignable hours remain, subsequent rounds shall occur in similar fashion. In no case will Summer Session and Intersession assignments for Counseling Faculty

exceed thirty (30) hours per week, or two hundred ninety (290) aggregated hours over the Summer Session, or the equivalent, Districtwide.

(5) Guidelines Specific to Library Faculty for Summer Session and Intersession, Library Faculty will be limited to a maximum of thirty-three (33) hours per week, regardless of the number of weeks the unit member works during the Term. For Fall and Spring Semesters, Library Faculty will be limited to a maximum aggregate total of three hundred thirty-five (335) Library Hours during the Semester

9. Chaffey Community College District 2020-2023

18.7 Temporary (Part-Time) Faculty Employees

18.7.1 In all cases, part-time faculty assignments shall be temporary in nature, consistent with the California Education Code. Temporary (part-time) faculty shall neither be scheduled nor work more than a .67 equated load per term (33.50 FTEF per term). The District has a self-imposed limit of .63 equated load per term (31.50 FTEF per term) for most assignments.

Due to special circumstances, exceptions may be granted by appropriate executive administrator. Paid office hours, Turning Point clearance time and/or any professional development (trainer or trainee) shall not be calculated into a temporary (part-time) faculty member's load equation.

18.7.2 When identifiable, temporary (part-time) faculty shall have their names included in the Schedule of Classes for their sections each term. Such inclusion shall not constitute a contract of employment between the faculty and the District, nor preclude any change in, or deletion of assignment.

18.7.3 Nothing in this agreement prevents temporary part-time faculty from voluntary service on committees or service in the capacity of a chair position on a committee. Such service shall not constitute a contract of employment between the faculty member and the District.

18.7.4 Full-time faculty, in accordance with section 18.10.1, will recommend assignments to the first-level manager (FLM). After assignments have been determined for the full-time faculty, the remaining assignments will be offered to part-time faculty during the initial scheduling round using the Preferred Re-Employment Consideration process. Full-time faculty are assigned overload consistent with part-time faculty assignments.

18.7.5 During each scheduling cycle for primary term assignments (fall and spring), the first-level manager will make every attempt to use the mutually agreed upon form(s) to solicit the scheduling availability of part-time faculty, to offer the assignments, and/or to communicate the recommendation not to employ for a specific term (if applicable). The following time frame shall be used to solicit the scheduling availability of the then current part-time faculty, to offer the assignments for the upcoming academic year, and/or to communicate the recommendation not to employ for any of these terms (if applicable):

Term	FLM solicits availability by:	PT Faculty submits availability by:	FLM makes offer or no offer in writing by:	PT Faculty submits written acceptance within:
For Fall	First day of	Ten business	April 15	7 business days

session	instruction of the Spring semester	days following the first day of instruction of the spring semester		
For spring session	First day of instruction of the spring semester	Ten business days following the first day of instruction of the spring semester	October 15	7 business days

The coordinators may recommend appointments to the first-level manager and may communicate assignments and additional information, but the final recommendation for the employment of part-time faculty is made by the first-level manager. It is understood that subsequent requests, responses, assignments, and communications may be required during the scheduling process.

18.7.6 Part-time Faculty Preferred Re-Employment Consideration

Part-time faculty Preferred Re-Employment Consideration is a process to provide first consideration for part-time assignments. Those part-time faculty with Preferred Re-Employment Consideration will be offered assignment(s) before those without this designation. Part-time faculty with the same re-employment status will be offered assignments using the following criteria: earliest hire date, expertise, and availability.

(a) Teaching Assignments

Part-time faculty earn Preferred Re-Employment Consideration when the following criteria have been met at the time of scheduling:

- a) The part-time faculty member has received a "Satisfactory" rating on the two most recent evaluations within the program area;
- b) The part-time faculty member is at Step 2 or higher on the Part-Time Compensation Schedule;
- c) The part-time faculty member has taught at least six (6) entire sections within the educational area/unit;
- d) The part-time faculty member complies with Chaffey College policies and procedures including submitting grades, positive attendance, and census reports in a timely manner, and managing and responding, as appropriate, to the District assigned email account; and
- e) The part-time faculty member submits the completed Chaffey College Availability Form to the FLM, or designee, by the established due date.

18.7.7 Non-teaching Assignments.

Part-time faculty earn Preferred Re-Employment Consideration when the following criteria have been met at the time of scheduling:

- a) The part-time faculty member has received a “Satisfactory” rating on both of the two most recent evaluations within the program area;
- b) The part-time faculty member is at Step 3 or higher on the Part-Time Compensation Schedule;
- c) The part-time faculty member has worked at least three (3) complete primary terms in the educational area/unit;
- d) The part-time faculty member complies with Chaffey College policies and procedures including programmatic responsibilities in a timely manner, and managing and responding, as appropriate, to the District assigned email account; and
- e) The part-time faculty member submits the completed Chaffey College Availability Form to the FLM, or to the FLM’s designee, by the established due date.

18.7.8 Changes in Preferred Re-Employment Consideration

The District shall notify each part-time faculty member and the Association President via District email whenever Preferred Re-Employment Consideration is terminated. When Preferred Re-Employment Consideration is terminated, the District shall state the specific reason(s) for the termination in the notification. A part-time faculty member’s Preferred Re-Employment Consideration may be terminated for failing to satisfy the required criteria. Once terminated, Preferred Re-Employment Consideration cannot be reinstated during the same term in which it was terminated. Preferred Re-Employment Consideration shall be reinstated for the next scheduling cycle when the specific failure(s) has been remediated. The District shall provide to the Association a list of all part-time faculty members that have re-employment preference status annually on or before the first day of instruction of the Spring semester.

18.7.9 Special Circumstances

- a) The District and the Association agree that a program or discipline may offer certain specific courses that require the instructor to have expertise beyond the established minimum qualifications for that program or discipline. The full-time faculty in each program or discipline shall determine the list of such specific courses and make their list available to the FLM who shall keep a record of it. It is the responsibility of the part-time faculty member to provide evidence of expertise to the FLM, or the FLM’s designee, in order to be assigned to teach such a course. Evidence of expertise may include, but is not limited to, successfully completed pertinent coursework, experience teaching in the delivery mode (online/hybrid/fast track) and/or demonstrated work experience that is directly related to the specific course. Whenever possible, the FLM shall consult with the subject specialist(s) within the program to determine if the evidence of expertise is adequate.
- b) Part-time faculty working in two or more different educational areas will maintain distinct Preferred Re-Employment Consideration in each area.

10. Citrus Community College District 2021-2023

6.1 The District agrees to use a form to solicit interest and availability from Unit Members for future assignments.

6.2 Assignments will be made as early as possible.

6.3 Whenever possible, names of those Unit Members who are assigned will be printed in the class schedule and on the online class schedule.

6.4 The load of a Unit Member will not exceed 67% without approval from the Board of Trustees.

6.5 A full-time faculty member may bump the assignment of a Unit Member only if the class or classes are needed to fill out his/her full-time teaching load.

6.6 When scheduling adjunct assignments, the management supervisor shall consider (in a non-ranked order):

- 1) the length of the unit member's successful prior performance at Citrus College based on the most recent evaluation;
- 2) the number of classes taught in the previous semesters;
- 3) the unit member's qualifications;
- 4) the unit member's preparation in the discipline and;
- 5) the skills required for the assignment.

In the event that all of these factors are equal in determining an assignment, the management supervisor will give further consideration to length of employment. For purposes of this section, length of employment shall mean the unit member's initial date of hire provided that the unit member has had an assignment during the previous four semesters. In the event the unit member has not had an assignment during the previous four semesters, the unit member's most recent date with an active assignment will be used. To the extent course sections are available the District will attempt to provide an assignment up to 67% of a full-time equivalent load. While the Federation and the District agree that the ultimate determination of assignment rests with the management supervisor, the Federation may file a grievance pursuant to Article 15 concerning this section where the management supervisor did not consider the above listed criteria. However, the Federation and the District agree that the ultimate determination of assignment rests exclusively with the management supervisor.

6.7 Unit Members are employed on a temporary basis from term-to-term and the District shall retain all customary and usual rights, powers, functions, and authority with respect to the employment, assignment, retention, and/or termination of temporary faculty members to the full extent of the law.

6.8 In the event that a Unit Member is not offered an assignment due to a reduction in the number of sections of the course taught by the Unit Member, the appropriate Dean will place the Unit Member's name on a list which shall include current contact information. If and when additional sections become available of which the Unit Member has previously taught, the dean shall consistent with the provisions of this Article consider the Unit Member for an assignment.

11. Coast Community College District 2020-2023

Section 12.13.e. Part-Time Faculty Priority Assignments

(1) The intent of establishing Part-Time Faculty Priority Assignments is to provide a degree of rehire security to part-time Faculty Members who have had an ongoing history of satisfactory evaluations, who comply with Board policies and procedures, and who have successfully demonstrated their ability to meet the professional obligations of a part-time faculty member. Priority assignments are for the Fall and Spring terms only.

(2) The District shall create an annual Priority Assignment List (PAL) to be provided to all department chairs/schedulers by the fifth Monday of the Spring semester to be used for assigning part-time faculty for the following academic year. The purpose of the PAL is to provide a stable minimum LHE or service hours based on length of satisfactory service to the College. Placement on the PAL does not guarantee an assignment or specific courses. Assignments are based upon the overall availability of classes or service hours which could be increased or reduced at any time due to fiscal constraints, the hiring of full-time faculty within the discipline, or other provisions as outlined within this Article.

(3) In order to provide timely placement on the PAL, evaluations must be completed during the first, and fourth term of employment and every six semesters thereafter. Evaluations of part-time faculty may also occur as needed and at the discretion of the dean or department chair.

Section 12.13.f. Eligibility

(1) Part-time faculty will be eligible to be placed on PAL after they have completed six (6) semesters (Fall/Spring) of service within a four (4) year period within a specific discipline, if their most recent evaluation has been satisfactory within those six (6) semesters at a particular College, will become eligible to be placed on the PAL in that discipline.

(2) Maintaining eligibility on the PAL also requires completion of two hours of District mandated online or in-person training once every two years. The mandated training will be related to Unlawful Discrimination Prevention, Sexual Harassment Prevention, and/or Title IX.

(3) Effective Fall 2020, part-time faculty coaching assignments to an intercollegiate sport, related intercollegiate athletic class sections, and other part-time teaching assignments specifically connected to the intercollegiate coaching duties cannot be used to establish Priority Assignment List ("PAL") eligibility. All part-time Faculty Members who have obtained PAL rehire eligibility because of coaching assignments as described in this paragraph will have those assignments removed from the calculation of the PAL for all future assignments.

12.13.g. Initial Determination of Ineligibility

(1) Part-time Faculty Members whose most recent evaluation is unsatisfactory shall not be placed on the PAL. These faculty members may request a meeting with the Dean to discuss the evaluation in accordance with Article VIII, Section 8.4.g.

(2) Part-time faculty members who receive a Needs to Improve rating on their most recent evaluation shall be removed from the PAL and a follow-up evaluation will be conducted in accordance with Article VIII, Section 8.4. Faculty receiving a Needs Improvement rating will be reevaluated before determination of PAL eligibility.

(3) Part-time faculty members with fewer than six semesters (Fall/Spring) at one College within a four year period shall not be placed on the PAL.

(4) Part-time faculty without an assignment for over 15 months shall not be placed on the PAL.

(5) Managers will not be placed onto the PAL but will be considered for assignments after PAL assignments have been offered.

(6) Classified employees who taught as part-time faculty for the District prior to November 1, 2017, and who also meet the eligibility requirements outlined herein, will be eligible for placement onto the PAL. Classified employees meeting these terms will also receive Eligibility Credit* towards their PAO placement for the Fall 2018 and Spring 2019 semesters. Classified employees who had not taught as part-time faculty for the District prior to November 1, 2017, will not be placed onto the PAL but will be considered for assignments after all PAO assignments have been offered. *Eligibility Credit is defined as the average LHE worked by the classified employee over the number of primary terms taught since Fall 2015.

12.13.h. Initial Placement

(1) There is a PAL for each individual College. PAL placement is based on the first day of work in an academic semester as a part-time faculty at that College.

(2) Part-time faculty who teach or provide service hours at more than one College will be placed on the PAL based on their first date of work at that College.

12.13.i. Load Determination

(1) Minimum Eligible Load (MEL) refers to the number of LHE or service hours for initial placement and does not guarantee specific courses.

(2) Minimum Eligible Load (MEL) shall be 6 LHE or 13.5 service hours for Counselors, Librarians, and other non-classroom faculty.

(3) Process:

(a) Step one: The Dean or their designee shall assign MEL to part time faculty in order of their placement on the PAL and the part-time faculty stated availability.

(b) Step two: Part-time faculty have one (1) week to accept all or part of their assignment. Failure to accept an assignment within the one week may result in the loss of offered LHE or service hours.

(c) Step three: All unassigned LHE or service hours shall be assigned by the area Dean or designee with consideration given to faculty on the PAL.

(4) Assignments may be based on the following:

(a) Class or service type/modality (including but not limited to online, hybrid, on-campus, and dual enrollment)

(b) Availability of the part-time faculty to teach the course or provide the service.

(c) Expertise:

- i. Instruction: recency, subject matter, and course content
- ii. Services: recency and areas of specialization (including special populations). (Expertise is a standard which exceeds minimum qualifications)

(d) Fulfillment of the College's online teaching requirements.

(e) Adherence to professional responsibilities as outlined in the evaluation process and forms (Appendix B).

(f) Maintaining an OER course.

12.13.j. Part Time Preferences

(1) Part-time faculty shall be given no less than two (2) weeks to provide their scheduling preferences which should include day and time of availability, course preferences, specialized expertise and delivery mode.

(2) Every effort shall be made to notify the part-time Faculty Member of their tentative assignment no later than two (2) weeks prior to the end of the preceding semester. The administrator will consult with the Faculty Member as soon as possible before a change is made. Exceptions to this notification process may occur and are not subject to the grievance process.

12.13.k. Bumping

Part-time faculty may be bumped in the event that a full time Faculty Member cannot make their base load.

12.13.l Removal from the PAL

The District retains the right to remove any part-time Faculty Member from the PAL should just cause exist to do so, including, but not limited to, inability to meet professional obligations, inability to comply with contractual obligations, or inability to comply with District Board policies and procedures. Before any part-time Faculty Member is removed from the PAL, the Division Administrator and the Federation President shall be notified. The reasons for the decision to remove a part-time Faculty Member from a PAL may not be arbitrary or capricious and shall be provided in writing to the part-time Faculty Member upon request with a copy to the Federation.

12.13.m Statutory Requirements

The District and the Federation agree and understand that part-time Faculty Members are "temporary employees" as a matter of law and the Education Code Section 87665 applies to their employment.

12. College of the Desert-Desert Community College District 2017-2021

ARTICLE XIV: REEMPLOYMENT PROCESS

Section 1. In all cases, unit member assignments shall be temporary in nature, contingent on enrollment and funding, and subject to program changes, and no unit member shall have reasonable assurance of continued employment at any point, irrespective of the status, length of service, or reemployment of that unit member.

Section 2. Unit members are hired on a semester or hourly basis for up to a maximum of 67% of a full-time assignment.

Section 3. Nothing in this article shall be construed to alter existing Collective Bargaining Agreements with respect to first setting priority for fulltime faculty members.

Section 4. The District has the right to create the catalog and scheduling based on the needs of the programs, students, and District.

Section 5. Any unit member working in an assignment that is cancelled does not have the right to displace any other faculty member from an assignment.

Section 6. Grandparenting Clause: Unit members who were employed in Fall 2017 will be placed on the unit member Reemployment List if all of the following criteria are met:

- a. Taught at least one course (or the equivalent for non-teaching faculty) for (6) semesters during the previous six (6) years (Fall 2011-Spring 2017);
- b. Taught at least one course (or the equivalent for non-teaching faculty) within the past three (3) semesters; and
- c. The most recent evaluation received was overall "satisfactory," "good", or "excellent".

Section 7. Unit members who do not have reemployment preference as of Fall 2020 become eligible for reemployment preference upon all of the following:

- a. completion of seven (7) semesters of employment (summer and intersession excluded) within nine consecutive semesters;
- b. of the seven (7) semesters, at least four were for a load of at least 40% (6 SIUs); and
- c. evaluation ratings of overall "good" or "excellent" in each semester that counts toward reemployment preference status in which the unit member is evaluated, and no individual rating of "needs improvement" in the most recent evaluation that counts toward reemployment preference status. Unit members who are on the list as of Fall 2020 maintain their placement. The revised rehire preference criteria adopted in this article shall first be applied to the scheduling of work in Spring 2021.

13. Compton Community College District 2019-2022

14.9 PART-TIME EMPLOYMENT

14.9.1 SENIORITY LISTS: Each Division or similar unit that employs part-time faculty unit members shall establish a Part-Time Seniority List based on the first date of employment with the District in the discipline. Faculty unit members who have retired and then return to the District to work on a part-time

basis within 24 months from their retirement date shall have their original date of employment in the District honored on the Part-Time Seniority List.

14.9.1.a Each semester/session, part-time faculty unit members who are currently employed may file a Schedule of Availability Form to request an assignment for an upcoming semester/session, Schedule Availability Forms shall be sent to part-time faculty unit members by the Division Chair or Dean and shall be available in the Division Office. The deadline date(s) that such forms must be received in the Division Office or via email shall be set by the Division Chair or Dean for each semester/session.

14.9.1.b Part-Time Seniority Lists shall be updated each semester/session by the Division Chair and Dean, in consultation with the Human Resources Department, with new names and start dates that are added to the Lists. Copies of the Lists shall be made available to faculty unit members who make such a request. In addition, a copy of the Seniority List shall be forwarded to the Federation and received and confirmed by Human Resources by the date of the fall and spring first census and copies shall be made available in the Division Offices.

14.9.1.c If a break in service exceeds (3) semesters, then the person's name is to be removed from the Seniority List. If a part-time faculty unit member requests, but is not given an assignment, it shall not constitute a break in service. Part-time faculty unit members shall be removed from the Seniority List for any of the following reasons:

- a) Declining three (3) offers of full semesters of employment in a row
- b) Advising the Division in writing that they are no longer available for part-time employment
- c) Receiving two (2) consecutive overall "unsatisfactory" or "needs improvement" evaluations from two (2) separate evaluators/teams.

14.9.1.d Part-time faculty unit members who are being removed from the Seniority List shall be notified in writing by the Division Chair or Dean and may request a conference with the Division Chair or Dean and may be accompanied by a Federation representative.

14.9.2 ASSIGNMENT AND RETENTION: Among the factors considered in determining retention and all assignments, including additional assignments that become available, are seniority, as described in 14.9.1., relative experience/expertise and program needs.

14.9.2.a Factors, in no priority order, to be considered in addressing relative experience/expertise include:

- General teaching experience in the discipline including other institutions;
- Skills and experience in specialized areas;
- Level of education/academic preparation; and
- Previous performance record (satisfactory or better) and adherence to District Rules and Regulations

14.9.2.b Factors, in no priority order, to be considered in addressing relative program needs include:

- Employee qualifications and ability to carry out the assignment;

- Expertise and/or demonstrated practical experience in the specific requirements of the assignment;
- Employee availability at needed time;

14.9.2.c Subject to 14.9.2.h below, when feasible, as determined by the Dean, each College Division shall make reasonable efforts to provide part-time faculty with the same or similar faculty load as in the previous term if the part-time faculty unit has been given assignment for six (6) semesters with no negative evaluations.

14.9.2.d If a reduction in assignment is required, the appropriate administrator, in consultation with the Division Chair, shall discuss the reasons for the reduction with the part-time faculty member. If requested by the affected part-time faculty member, the appropriate administrator shall provide written confirmation of such reduction including the specific reason(s) for the reductions to the part-time faculty unit member.

14.9.2.e Subject to 14.9.2.h below, if, during any semester/session, there are more part-time faculty unit members than there are available assignments, and if all of the criteria for determining assignments as defined in 14.9.2.a and 14.9.2.b above have been met and are comparable between these faculty unit members to the satisfaction of the appropriate administrator, then the remaining available assignments shall be offered to those part-time faculty unit members based on seniority as described in 14.9.1, with the most senior being offered at least the same faculty load as in the previous term, if feasible.

14.9.2.f The appropriate administrator shall provide all part-time faculty a document to request assignments and loads for each subsequent semester/session prior to the finalization of the class schedule. When administratively feasible, part-time faculty unit members should be notified of their proposed assignments six (6) weeks prior to the beginning of the assignment. If the assignments and load requests are denied, the faculty member may submit a written request to the appropriate administrator who shall provide in writing the reasons for the denial.

14.9.2.g A part-time faculty member whose assignment is reduced (e.g. class canceled due to financial exigency or low enrollment) within one week prior to the beginning of that assignment may not claim seniority as a reason to be reassigned in place of a less senior part-time faculty member provided that the less senior part-time faculty member had already been given an assignment prior to the one week period. However, seniority remains a factor to be considered whenever new or unstaffed assignments become available. A part-time faculty member whose assignment is reduced under this section shall not lose seniority or accumulated sick leave.

14.9.2.h Notwithstanding the provisions under sections 14.9.1 through 14.9.2 above, full-time faculty unit members (based on full-time seniority) shall be given the first opportunity to take any overload assignments once they have reached the maximum number of overload units (six hours) as described in Article 14.4 in this Agreement. The order of selection for assignment for full-time faculty unit members shall be based on applicable provisions in Article XIV in this Agreement. Except for exigent circumstances, no full-time faculty unit member shall receive a combined total of overload assignments to exceed 40 percent load, regardless of the assignment (i.e., teaching, counseling, release time assignment, etc.). The remaining assignments shall then be offered to part-time faculty unit members based on the criteria set forth in sections 14.9.2, 14.9.a, 14.9.2.b, and

14.9.2.f once their faculty load request is met (not to exceed 67% of full-time or as prescribed by law).

14. Contra Costa Community College District 2019-2022

ARTICLE 25

PART-TIME FACULTY STAFFING PREFERENCES

25.1 STAFFING PREFERENCE ELIGIBILITY INFORMATION: Part-time faculty become eligible for staffing preference consideration after their seventh semester of teaching within a given department (summer session does not count toward the awarding of staffing preference). Faculty who wish to be considered for preference must submit an application upon completion of their seventh semester teaching evaluations or qualifying evaluations within a given department by the end of the second full week of classes for consideration in the next semester.

Eligible part-time faculty will be granted staffing preference if they meet the criteria described under either of the groupings described below:

25.1.1 Faculty member has received a summary rating of “exceeds standards of performance” on most recent evaluation.

25.1.2 Faculty member has received a summary rating of “satisfactory performance”, with average to high ratings in most areas, including the following rating totals (excluding “NA”, not applicable):

- On the Classroom/Workplace Observation Form: majority of ratings are 5 or 4 with no more than one 2 or 1.

AND

- On the Student Evaluation Forms: majority of ratings are 5 or 4 with few ratings of 2 or 1.

Evaluations shall be scheduled according the following schedule:

Semester 1

Semester 4

Semester 7 (a composite summary evaluation produced by at least two different evaluators – see appendix X); and every sixth semester thereafter.

25.2 PROCESS FOR OBTAINING STAFFING PREFERENCE:

25.2.1 Part-time faculty members may submit applications any time after their seventh semester of teaching. Retiring full-time faculty may submit applications at the time of their retirement.

25.2.2 The eligible part-time faculty member submits an application for staffing preference to the college HR personnel who attaches copies of the most recent evaluations and sends the packet to the appropriate department chair. The department chair and division dean shall review eligible applicants to determine if any of the disqualifying conditions preclude any applicant from receiving staffing preference. The department chair may elect to include in this meeting a sub-area representative who has been involved with coordinating the program. In the absence of any disqualifying conditions, a faculty member meeting criteria in 25.1.1 or 25.1.2 will be granted staffing preference.

25.2.3 The department chair and division dean shall review applicants under criteria #2 to determine whether or not to grant staffing preference based on the evaluation criteria. If the department chair and division dean cannot reach agreement about granting preference for a faculty member, the department chair will convene a review team consisting of the chair, dean and evaluators (or department designee if the evaluator is not available) and a UF representative selected by the UF President. The review team decides by consensus whether or not to grant preference to the applicant.

25.2.4 Applicants denied staffing preference have the right to appeal, using the process as specified in the CCCC UF Agreement, Article 8.1.1.4. However, the decision of the dean and department chair or review team is not grievable.

25.2.5 Staffing Preference is granted until the faculty member no longer meets the criteria.

25.2.6 Retiring full-time faculty may apply for staffing preference following the semester that they return to teach part-time after retirement. Retired full-time faculty will use their first year teaching part-time for the establishment of their fall and spring modal loads. (Fulltime teaching does not count towards modal load.) Retirees will be evaluated as a part-time faculty in their first semester teaching part-time, regardless of previous full-time evaluations, and every 6th semester thereafter. Retirees never need to use the 7th semester format for evaluations.

25.2.7 The granting or denial of staffing preference shall be communicated in writing by the dean or designee to the faculty member using Appendix PT-1.

25.3 DISQUALIFYING CONDITIONS: Regardless of eligibility, part-time faculty will not be awarded staffing preference under any one of the following conditions:

25.3.1 faculty member has not submitted final grades for a class in a timely fashion (within 10 working days of the last day of instruction for the semester) within the previous four semesters taught.

25.3.2 faculty member has not submitted census roster or positive daily attendance rosters by the prescribed deadline on more than one occasion for a period encompassing the four most recent teaching semesters and has been individually warned in writing by the dean that a subsequent failure will result in disqualification. Appendix PT-2 may be used for this purpose.

25.3.3 faculty member has been absent from class, lab, or assigned staffing hours without proper notification to the division or instruction office on more than one occasion for a period encompassing the four most recent teaching semesters.

25.3.4 faculty member has been the subject of persistent unresolved and substantiated student complaints alleging violations of Education Code 87732. Student complaints must be documented and handled according to the District's student grievance procedures.

25.3.5 the district has found the faculty member to have violated a specific section of Education Code 87732.

25.3.6 faculty member has not taught or has declined all assignments offered for the previous two teaching semesters, except under conditions covered under the CMFLA (California Medical Family Leave Act).

25.3.7 Whenever possible, where a second violation of procedure or policy can result in disqualification or loss of staffing preference, the Division Dean will issue a written warning informing the faculty member that an incident is being considered a “first offense” per Article 25.3 or 25.4. Appendix PT-2 may be used for this purpose.

25.3.8 The Evaluation Review Team (evaluator(s), chair and dean) may consider extenuating circumstances for any of the above conditions.

25.4 LOSING STAFFING PREFERENCE:

A part-time faculty member who has attained staffing preference may lose preference through any of the same “disqualifying factors” as described in Article 25.3, with the following amendments and additions:

25.4.1 A faculty member who has not taught or has declined all assignments offered for the previous two semesters, except under conditions covered under the CMFLA (California Medical Family Leave Act) may lose preference.

25.4.2 Faculty losing staffing preference must be notified in writing by the dean or designee, articulating the reason for loss of status. Appendix PT-3 may be used for this purpose. Faculty who lose staffing preference for a disqualifying condition other than evaluation scores may request a hearing with the Vice Chancellor of Human Resources or designee to appeal the decision on procedural grounds.

25.4.3 If a faculty member working in multiple departments is disqualified from staffing preference in one department, this does not automatically disqualify the member from earning or keeping preference in a different department.

25.4.4 A faculty member who loses staffing preference for any reason or fails to qualify or requalify for preference may reapply following standard procedures after his or her next regularly scheduled evaluation (if still employed).

25.5 MAINTAINING STAFFING PREFERENCE: After having gained staffing preference, the faculty member’s subsequent evaluations will meet the same standards as listed under eligibility. Subsequent evaluations will occur on a 3 year (six semesters) rotation. A department or dean may request that an evaluation be scheduled out of rotation for cause (pattern of student complaints or not adhering to department standards, course outline, or administrative obligations).

25.6 EXCEPTIONS TO GRANTING PREFERENCE RIGHTS: Staffing Preference is not available to Coaches for Intercollegiate/Athletic classes associated with the intercollegiate Coaching Contracts

15. Copper Mountain College District 2018-2021

ARTICLE XXXI: Part-Time Faculty Member Reemployment Process

Section 1. To facilitate the Part-time Faculty member reemployment process, the following processes will apply:

A. District shall maintain a seniority list of Part-time Faculty members based on the start date of the first semester/term of employment with the District for teaching faculty. For non-teaching faculty the start date shall be the first day of employment. The seniority list will include the discipline where the Part-

time Faculty Member is employed. If there are two Faculty members who have the same seniority date, seniority order will be determined by the random drawing of numbers.

B. Part-time Faculty members will maintain their original seniority date until there is a break in service of two academic semesters due to reasons in control of the Part-time Faculty Member. Circumstances which would not disrupt the seniority date include, but are not limited to, being bumped by a Full-time Faculty Member or class cancellation due to low enrollment.

C. Full-time Faculty members who are in good standing when they retire from the District, or lose their categorical or grant position due to lack of funding, and are subsequently reemployed as Part-time Faculty members shall retain their original seniority date of hire.

D. Part-time Faculty members shall be evaluated in accordance with the Collective Bargaining Agreement. The lack of an evaluation that is due to the District not performing the evaluation is the equivalent of a positive evaluation.

E. The lack of an evaluation due to faculty non-participation in the process is the equivalent of an unsatisfactory evaluation.

Section 2. Prior to assigning classes or hours to Part-time Faculty members for the upcoming semester and/or academic year, the District shall request Part-time Faculty members to submit their availability. Part-time Faculty members will have 14 calendar days to submit their availability. If the Part-time Faculty member does not submit his/her availability prior to the deadline, the

District is not required to consider these Faculty members for the class/work schedule being planned.

The District will request availability from all part-time faculty each semester who have not been terminated from District employment.

The District will retain the right to assign courses that are vacated by previously assigned faculty or courses that remain unstaffed after going through the staffing process within 14 business days of the semester start date.

Section 3. Part-time Faculty members will be assigned classes/hours within their submitted availability using the following criteria in order:

A. Positive prior evaluation

B. Seniority date based on the criteria in Section 1 A.

C. Courses/Program areas of experience as verified by Minimum Qualifications

D. Availability

Class Assignments: Part-time Faculty Members shall be assigned classes from their availability list based on the criteria above (A-D). Once each Part-time Faculty Member in the discipline has been assigned one class, if there are still classes remaining a second class will be assigned beginning with choices from the most senior Part-time Faculty Member in the discipline. This process shall continue until all classes have been assigned.

Hourly Assignments: Hourly Part-time Faculty day/time blocks will be assigned based on the criteria above (A-D). For part-time counselors, day/time blocks shall consist of a weekly schedule with a specific counseling program duty – e.g. weekly set of hours counseling in EOPS; weekly set of hours counseling in ACCESS. For part-time librarians, day/time blocks shall consist of a continuous block of hours on a specific day of the week – e.g. 4:30 p.m. – 8:30 p.m. on Mondays and 9:00 a.m. – 2:00 p.m. on Mondays – these would be two separate time blocks.

Independent Study and General Work Experience courses can be assigned at the discretion of the Dean, and Independent Study courses can be assigned at the discretion of the Vice President.

Section 4. Dual enrollment classes taught during the regularly scheduled school day at a local K-12 campus will not be subject to the seniority process.

Section 5. Part-time Faculty members may be terminated by the District for either of the following:

A. Negative evaluation for two consecutive evaluation cycles, including those with a positive assistance plan.

B. Actions enumerated in Education code 87732(a-g) with due process afforded via the grievance procedure.

16. Cuesta College-San Luis Obispo Community College 2019-2022

5. 12.2 The assignment of temporary faculty members, including the teaching schedules or service load levels will be determined by the appropriate Dean (or Vice President where there is no Dean) following consultation with the Division Chair (or Director where there is no Chair).

5.12.2.1 Temporary faculty may be assigned to teach credit classes or to provide other service to the college and must meet the relevant state minimum academic and District qualifications or the equivalent.

5.12.2.1.1 Assignments of temporary faculty are contingent on the availability of classes, funding, and enrollment

5.12.2.1.2 Temporary faculty employed in at least one of the four preceding semesters are eligible for assignment. Temporary faculty who have two sequential ratings of Needs to Improve or one rating of Unsatisfactory are not eligible for assignment.

5.12.2.2 Each temporary faculty member is limited to a teaching or service load level equal to the employee's highest load during the preceding four consecutive semesters. to a maximum of 67% of the contact hours per week considered a full-time assignment for regular faculty having comparable duties. Emergency circumstances may necessitate exceptions, subject to the approval of the appropriate Vice President. When exceptions occur, teaching or service assignments shall be offered following consideration of the criteria in section 5.12.5.

5.12.2.3 Temporary faculty who are eligible for and interested in assignment to a temporary load will complete a "Course, Load and Scheduling Request" form as required by the District. In addition, consideration will be given to a temporary faculty member's preference of campus designation.

5.12.2.4 Eligibility for assignment does not guarantee that a temporary faculty member will be assigned to a particular teaching or service load or pattern of scheduling. Assignments may vary from semester to semester. Once an initial assignment is made, there is no bumping or displacement by another faculty member, except to fill the load of a regular faculty member. Pursuant to Education Code Section 87665, temporary employees may be terminated at the end of any day or week, whichever is appropriate.

5.12.2.5 A temporary faculty member who does not maintain eligibility pursuant to section 5.12.2, inclusive, or who has declined an assignment in the prior academic year with fewer than fifteen (15) days' notice is eligible for assignment only pursuant to section 5.12.3.3.

5.12.3 The initial assignment of faculty members in each academic year shall occur in the following progression:

5.12.3.1 Level One: All full-time regular faculty (and regular faculty who have less than a full-time assignment) shall be assigned as set forth in section 5.9.

5.12.3.2 Level Two: Assignments are made at Level Two contingent on the availability of classes, funding, and enrollment. Assignments at Level Two are made for the following eligible faculty:

- Full-time regular faculty who have applied for an overload assignment and who meet the criteria set forth in section 5.12. Regular faculty shall be eligible for an overload assignment at the level taught in the prior semester, to a maximum of 40%. A regular faculty member who declined an overload assignment in the prior academic year, or who is retired, is eligible for assignment only pursuant to section 5.12.3.3.
- Temporary faculty who have applied for an assignment and who meet the criteria set forth in section 5.12.2. The assignment shall be made on the basis of prior service to the District. In order to be eligible for assignment at Level Two, a temporary faculty member must have been assigned in four of the prior eight semesters. Temporary faculty shall be eligible for assignment at the highest level assigned in the preceding four consecutive semesters as long as eligibility pursuant to section 5.12.2.1 is maintained. Also included in eligibility for Level Two assignments are (1) those temporary faculty whose load has followed a recurring, irregular pattern from semester to semester due to program or curriculum needs, (2) temporary faculty who take the lead position in a discipline where there is no regular faculty. and (3) coaches in the semester that the sport is in season.

5.12.3.3 Level Three: Assignments are made at Level Three following the placement of regular and temporary faculty pursuant to sections 5.12.3.1 and 5.12.3.2, inclusive, contingent on the availability of classes, funding, and enrollment. Assignments that remain unfilled following completion of the Level Two process are considered as new openings. When there is a new opening, a placement pool will be created. The pool will be formed for the succeeding academic year in the area or areas where the opening or openings are anticipated. The pool will be composed of:

- Full-time regular faculty members who were not eligible for an overload assignment of 40%.

- Full-time regular faculty members who had no overload in the prior academic year.
- Full-time regular faculty who were temporary faculty in the prior academic year.
- Retired faculty who have indicated an interest.
- Eligible temporary faculty who have indicated an interest in increasing his or her assignment level, up to 67%.
- Other eligible and interested candidates who are not employed by the District, pursuant to Board Policy number 3064.

5.12.3.3.1 Assignment will be made pursuant to the criteria set forth in section 5.12.5.

5.12.3.3.2 In emergency circumstances, the District may hire an outside applicant for a period not to exceed one semester. The outside applicant must meet the established minimum qualifications for the position or positions. The Dean (or Vice President or where there is no Dean) shall consult with the Chair (or Director where there is no Chair) in such circumstances.

5.12.4 When the District is unable to make an overload assignment of regular faculty or an initial assignment of temporary faculty in a subject or service area at a level equivalent to the highest percentage of assignment during the prior four semesters (e.g., 40%) at Level Two or Level Three as appropriate, the District will apply the criteria set forth in section 5.12.5 in considering the assignment of eligible faculty and/or other candidates in the subject or service area.

5.12.5 The criteria to be applied where required by the provisions of section 5.12, inclusive, in order of consideration, are (a) educational preparation, specialization, and recency in discipline, (b) comparative quality of teaching or service performance as documented by evaluations, (c) recent and previous teaching experience in the subject area of the class or experience in the service area, (d) diversity, and (e) the cumulative number of semesters employed as faculty in the District. Criteria (d) and (e) are reversed in order of consideration in the assignment of temporary faculty pursuant to section 5.12.4.

5.12. 5.1 It is understood and agreed by the District and the Federation that the District has the discretion to place differing values on the application of the elements within each of the criteria of section 5.12.5.

5.12.6 An instructional or service assignment may include a split assignment between designated campus or center sites.

5.12.6.1 The District will not require that a regular faculty member's assignment be modified to a split campus/center assignment unless the assignment is necessary to maintain a full-time load and the faculty member has refused to reduce from a full-time load in order to remain at one campus.

5.12.6.2 Instructional faculty who have a split campus/center assignment shall have at least a two-hour interval between assigned duties, except by mutual agreement between the affected faculty member and the Dean. The two-hour interval shall not be included in the calculation of assigned work hours pursuant to sections 5.1 through 5.6, inclusive.

5.12.6.3 For service faculty who have a split assignment, travel time shall be a part of the assigned workday.

5.12. 7 An instructional or service assignment may include a dual assignment between designated campus or center sites. The District will not require that a regular faculty member's assignment be modified to a dual campus/center assignment unless the assignment is necessary to maintain a full-time load and the faculty member has not agreed to reduce from a full-time load in order to remain at one campus. If more than one faculty member would satisfy the criteria related to the position, the least senior faculty member would be reassigned. Upon request, a regular faculty member who has been reassigned pursuant to this section shall be restored when there are sufficient available hours to constitute a full-time assignment at the campus/center from which the reassignment was made. Please refer to Article 4 for mileage compensation

17. El Camino Community College District 2020-2022

Section 14. Part-Time Faculty Members

A: Reemployment Preference List ("RPL"): The revised provisions (underlined) in Section 14(A) will become effective in the semester following the ratification of the successor agreement.

1. Qualifying for the Reemployment Preference List

1.1 A part-time, temporary faculty member who has been employed to teach at least one course in fall, and/or spring (or the equivalent for non-teaching faculty) by the District for at least seven (7) semesters during the previous seven (7) years and has received at least two (2) overall satisfactory evaluations during that time shall be placed on a list of faculty having reemployment preference upon completion of the seventh semester.

Failure by the District to evaluate the part-time faculty member in accordance with Article 20, will result in a satisfactory designation for that evaluation.

1.2 The reemployment preference for part-time faculty members shall be recorded on the Reemployment Preference List ("RPL") maintained by each division. The RPL will specify the faculty member's name, discipline, course(s) and/or assignment(s) for which the faculty member is qualified as determined by the Dean or Director and a Full-Time Faculty Member on the hiring committee at the initial time of hire. The RPL shall be maintained on file in the division office. The RPL shall be updated semesterly to list courses or assignments at El Camino College.

1.3 Part-time faculty members in multiple divisions will appear on the RPL for each division in which they qualify through the recruitment process.

1.4 If a part-time faculty member believes the RPL needs to be updated, the faculty may then schedule a meeting with the appropriate Dean/Director and, if desired, a representative of the Federation to present evidence of their claim. If the faculty member presents evidence qualifying them for additional information on the RPL, their status will be immediately updated on the RPL including where appropriate reemployment preference for assignments for the next fall/spring semester for which the District is scheduling.

1.5 Additional disciplines, course(s), or assignment(s) for part-time faculty may be added by the Dean or Director based upon the expertise, professional development and/or additional study of the part-time faculty member. The Dean or Director will rely on the El Camino College Minimum Qualifications list and may consult with a full-time faculty member to discuss expertise.

1.6 The RPL shall be maintained on file in the division office and faculty on the RPL may request from the Dean or Director their own information recorded on the RPL.

1.7 The RPL shall be updated semesterly to reflect additions and deletions of faculty, disciplines, courses or assignments. A copy of updated division RPL's shall be sent electronically to the Federation within four weeks of the conclusion of the semester.

1.8 Newly added faculty to the RPL shall be notified in writing by the Dean or Director.

2. Guidelines for Assignments

2.1 Part-time faculty members entitled to priority on the RPL are hired on a semester or hourly basis for at least two available assignments or the equivalent available amount of non-teaching assignments when possible. No part-time assignment may exceed 67% of a full-time load or as allowable by the Education Code.

2.2 Part-time faculty will be notified of the proposed assignment(s) in accordance with provisions in Article 10, Section 9(m). Part-time faculty will respond to the Dean/Director indicating their availability and assignment preferences within 10 working days of receipt of notice of proposed assignments. Extenuating circumstances (such as illness, accident, etc.) may exempt the RPL faculty from this response timeline pending verification and at the discretion of the Dean.

2.3 During the two weeks prior to the beginning of a semester, the District shall attempt to contact RPL faculty member(s) by telephone, personal email and ECC email to issue last minute/emergency first and/or additional offers of employment. The RPL faculty member shall respond back to the Dean within two (2) working days. Failure to accept the offer within two (2) working days shall constitute a decline of the offer. Last minute/emergency first and/or additional offers of employment shall not count as a decline of employment.

2.4 Part-time faculty members who have reemployment preferences (Section 14, A. 1) will be offered assignments before those part-time temporary members who have not yet qualified to be on the list. Should an RPL faculty accept one class/assignment but not a second and/or third class/assignment, the declination of the second and/or third class shall not count as a decline.

2.5 In cases where a reduction in assignment needs to occur due to program needs, budget constraints, or more contract faculty hires, the reduction shall occur first from among those part-time faculty members who have not yet qualified to be placed on the RPL

2.6 Assignments for RPL faculty may not alter existing practice with respect to first setting priority of assignments and overload for tenured/tenure-track faculty members.

3. Removal from the RPL

3.1 Part-time faculty members will be removed from the RPL for any of the following reasons:

- a. Declining three offers of employment (fall and/or spring semesters only) within a three-year period starting from the first semester declined (except for Last Minute/Emergency Offers).
- b. Advising the division in writing they are no longer available for part-time employment.
- c. Receiving an overall “unsatisfactory” evaluation.
- d. Receiving two (2) overall “needs improvement” evaluations.
- e. Committing an act of omission that is grounds for terminating a full-time faculty member.

3.2 A part-time faculty member who is being removed from the RPL will be notified by email to their ECC email address by the Dean or Director. After delivery of email the part-time faculty member may request within ten (10) working days, a conference with the Dean and/or appropriate Vice-President to review and reconsider the decision and may be accompanied by a representative of the Federation. The conference will be scheduled in a timely manner. The Dean and/or Vice President shall notify the faculty member of their decision in writing within two weeks of the meeting. This decision is final and not subject to further appeal. All decisions by the Dean and/or Vice President regarding assignment or removal of a part-time faculty member shall be final and not be subject to the grievance procedure provided in the bargaining agreement.

3.3 Faculty members removed from the RPL but who are still eligible for employment, may earn their way back on the list by meeting the criteria in Section 14, A1.

4. General Provisions

4.1 Retired full-time faculty members hired to teach part-time following retirement from the District may earn their way on the RPL. To do so the part-time faculty member will restart at the first semester of the criteria in Section 14, A1. The requirements of Section 14, A1 will commence upon reemployment with the District as a part-time faculty member. Reemployment with the District is also subject to applicable CalSTRS requirements.

4.2 Prior to distribution of the Part-Time Faculty Availability and Course Preference form, if an RPL faculty member notifies their Dean or Director of their inability to teach in a subsequent semester, it shall not count as a decline.

4.3 If an RPL faculty member is on a leave of absence or excused absence, they will remain on the RPL and their inability to accept an assignment during the leave/absence will not count as decline(s) of an offer of employment.

4.4 Part-time faculty that qualified for employment or earned semester credit towards employment preference under the original MOU are “grandfathered-in”.

4.5 Reemployment Preference does not apply to winter or summer session assignments.

4.6 In all cases, part-time faculty member assignments shall be temporary in nature, contingent on enrollment and funding, and subject to program changes, and no part-time faculty member shall have reasonable assurance of continued employment at any point, irrespective of the status, length of service or reemployment preference of that part-time, temporary faculty member.

B. Sections 1, 2, 10, and 19 of this Article shall not apply to part-time faculty members.

C. Explanatory Note: It was agreed in reaching this TA that the intent of “available assignments” under Section 14, A. 2, includes linked co-requisite support courses such as English and Math, taught by the same part-time instructor, and are considered to be one assignment for purposes of Section 14. It was also agreed that per Section 14, A. 3.2, all decisions by the Dean and/or Vice President regarding assignment or removal of a part time faculty member shall be final and not be subject to the grievance procedure provided in the bargaining agreement. This exclusion will also be added to Article 22 Grievance Procedures, Section 2 as a new Article Subparagraph (f).

18. Feather River Community College District 2018-2021

Language Regarding Seniority Located in Article 14 Section 6 of the Contract Part-time [CBA 2018-2021](#). Seniority granted upon completion of evaluation or 2nd semester of instruction if no evaluation has been completed. Seniority based on number of semesters in which classes were assigned in previous six semesters. Ties in seniority broken by number of years of consecutive service. Senior adjuncts do have first right of refusal. Timelines and procedures for work availability given.

19. Foothill De Anza Community College District 2019-2021

Reemployment Preference

7.9 Service credit shall be earned in the division or divisions in which a part-time faculty member is assigned during a quarter. After earning five quarters of service credit in a division and meeting the evaluation requirements specified in Sections 7.10 and 7.11, a part-time faculty member hired for the first time after July 1, 1988 shall have reemployment preference in the division at the college for which the service was rendered. Not later than the quarter subsequent to the one in which reemployment preference is attained, the employment preference list for the division shall indicate that the employee has gained reemployment preference. Denial of reemployment preference shall be based on evaluations or other contractual criteria. Part-time faculty members shall be evaluated in accordance with Article 6.2 and 6.3. Regular or contract faculty members teaching under Article 7 in the same division as their full-time assignment shall apply evaluations as full-time faculty under Article 6 and/or Article 6A toward reemployment preference.

7.9.1 In divisions with non-credit offerings, two reemployment preference lists shall be maintained: one reemployment preference list for part-time faculty paid under Schedule C, Schedule C.1, or Schedule G for credit assignments, and one reemployment preference list for part-time faculty paid under Schedule E for non-credit assignments.

Administrative Evaluation

7.10 An official administrative evaluation shall be required of each part-time faculty employee, if employed by the District for three quarters, whether or not successive, at least once during that period, and if employed thereafter, at least once every nine quarters of employment, subject to the requirements of Section 7.10.2 of this article. The Board may utilize either an appropriate management employee or an appropriate faculty employee (as defined in Article 6) designated by management to conduct the official evaluation of a part-time faculty employee. The use of non-management personnel for conducting official evaluations shall be pursuant to the stipulations outlined in Article 25 (Special Assignments) of this Agreement.

7.10.1 A part-time faculty member shall be evaluated on the form contained in Appendix J1.

7.10.2 If a part-time faculty member receives an official administrative evaluation during the first three quarters that indicates “needs improvement” and continues to be employed by the District, the employee shall be re-evaluated by the appropriate administrator prior to the end of the fifth quarter. This re-evaluation shall be performed by an administrative employee only; it shall not be delegated to a regular or contract faculty employee. In the absence of a second evaluation, pursuant to this section, the employee shall, if otherwise eligible, receive reemployment preference at the end of the fifth quarter.

7.10.3 If no evaluation is conducted in the employee’s first three quarters of employment, the employee shall, if otherwise eligible, receive reemployment preference.

Student Evaluation

7.11 In addition to the official administrative evaluation, one student evaluation to the extent practicable based on the faculty employee’s assignment shall be completed normally during the faculty employee’s first three quarters of employment in the District, whether or not successive. The student evaluation must be completed in order for the part-time faculty employee to be eligible for reemployment preference. If the student evaluation indicates areas of concern, the Division Dean or appropriate administrator may require a second student evaluation before the end of the fourth quarter. After reemployment preference is attained, a student evaluation to the extent practicable shall be performed at least once every nine quarters of employment.

7.11.1 The student evaluation shall be recorded on the appropriate form contained in Appendix J2 and shall follow the procedures prescribed in Article 6.3.

7.11.2 The Division Dean or appropriate administrator shall notify the part-time faculty employee of the timelines provided by this section for required student evaluation.

7.11.3 The part-time faculty employee shall determine the class(es) to be evaluated and shall be responsible for ensuring that all required student evaluations are completed.

Assignments and the Reemployment Preference List

7.12 A part-time faculty member with reemployment preference in a division shall be offered assignments in that division before any part-time faculty member without reemployment preference is offered assignments in that division, provided the part-time faculty member with reemployment preference is qualified for the assignments. For purposes of this article only, “qualified” shall mean (1) meeting the state minimum qualification for the particular discipline, (2) having adequate preparation for the specific course or assignment through appropriate education or experience, and (3) possessing effective skills relevant to the specific course or assignment.

The Board shall be the judge of whether or not a part-time faculty member has adequate preparation for the specific assignment and possesses effective skills relevant to that assignment, but in making the judgment, the Board shall apply assignment standards that are substantially the same as those used in assigning contract or regular faculty within the division. No part-time faculty member shall have any reemployment preference except as provided in this article or as required by law.

7.12.1 Each division shall post its reemployment preference list or, in accordance with Section 7.9.1, reemployment preference lists, in the division office, and the list shall be updated quarterly. If, during any particular quarter, there are more part-time faculty members with reemployment preference in a division than there are available assignments in that division, the available assignments shall be offered to those part-time faculty members who are the most senior, provided they are also qualified for the assignments. Seniority shall be determined by the part-time faculty member's first quarter or semester of employment as a part-time faculty member at the college, provided the part-time faculty member has not had a break in service as a part-time faculty member in accordance with Section 7.16.

7.13 An assignment is not available for the purposes of this article if, at any time before the beginning of the quarter, the assignment is needed to fill the normal load of a contract or regular faculty employee. After Assignment Contracts have been issued, the Board shall consider the seniority of part-time faculty members as a relevant but not controlling factor in deciding which particular assignments are needed to fill the normal load of contract or regular faculty employees and shall, therefore, be withdrawn as part-time assignments.

7.14 After the quarter begins, a part-time faculty member shall not be displaced by any contract, regular, or part-time faculty member. However, the Board may withdraw a part-time assignment after the beginning of the quarter but before the commencement of the assignment if it is needed to fill the normal load of a contract or regular faculty employee. In that case, the Board shall pay the employee affected by the withdrawal 10 percent of the salary he or she would have received for the assignment if it had been completed.

7.15 The Board shall have the authority to make and terminate assignments in a manner that shall ensure that the workload of each part-time faculty member who is a part-time faculty employee does not exceed 67 percent of the annual load of scheduled duties for a full-time regular faculty employee having comparable duties. However, if there are a sufficient number of available assignments, before new part-time faculty members are hired, the Board shall offer the part-time faculty member or members who are the most senior more than one assignment during a quarter, provided each qualified part-time faculty member with reemployment preference has been offered at least one assignment. The distribution of assignments shall occur in the following way: one assignment shall be given to each member on the reemployment preference list, starting with the most senior and continuing to the end of the list. Then, if available, a second assignment shall be given, once again starting with the most senior faculty member and continuing through the list as far as sufficient assignments exist. If, at the end of this process, additional assignments remain, they shall be distributed in the same fashion, consistent with load limitations. After part-time faculty members with reemployment preference are fully loaded for the quarter, any remaining assignments shall be distributed to part-time faculty members without reemployment preference.

7.15.1 For the purposes of this section only, one course or the equivalent of four lecture hours, whichever is greater, shall constitute "an assignment" for teaching faculty; nevertheless, after all these assignments have been made, if courses of less than four lecture hours or the equivalent remain, such a course shall constitute an assignment. For non-teaching faculty an assignment shall consist of three to five hours per week per quarter; nevertheless, if there are fewer than three hours available after all assignments have been made, whatever hours are left shall constitute an assignment.

7.15.1.1 Notwithstanding the above, an “assignment” made under Article 33 – Non-Credit (Adult) Education shall be defined as follows: (a) for classroom teaching faculty, an assignment shall consist of one course or the equivalent of five lecture hours, whichever is greater; nevertheless, after all these assignments have been made, if courses of fewer than five hours or the equivalent remain, such a course shall constitute an assignment; and, (b) for faculty working in a supplemental instruction center, an assignment shall consist of five to seven hours per week per quarter; nevertheless, if there are fewer than five hours available after all assignments have been made, whatever hours are left shall constitute an assignment.

7.15.2 This section shall not require the Board to offer any assignment in excess of 55 percent of a full-time annual load of scheduled duties in cases where the faculty employee lacks currency in additionally available assignment(s). For purposes of this article only “currency” shall mean that the part-time faculty employee has had satisfactory division employment in the assignment for at least three quarters in the previous four years.

7.15.3 Notwithstanding the distribution process described in section 7.15 above, assignments made as concurrent sections shall follow the provisions established in Appendix V – Concurrent Sections.

7.15.4 Seniority on the reemployment preference list shall be a relevant but not controlling factor in the distribution of “late assignments,” i.e., assignments that become available, or are added to the schedule of classes, in the last five academic days of the quarter (or summer session) immediately preceding the assignment, or anytime thereafter.

Termination of Reemployment Preference and Exemptions

7.16 A part-time faculty member shall retain his or her reemployment preference or service credit unless it is terminated pursuant to Sections 7.17, 7.18, and 7.19 of this article or the faculty member has had a break in service. A part-time faculty member has had a break in service if, for any reason other than that specified in Section 7.16.1, 7.16.2, or 7.16.3, he or she has not completed an assignment at the college as a part-time faculty member for six or more consecutive quarters including any quarters covered under Section 7.3 and Sections 7.17.1 through 7.17.11.

7.16.1 For regular and contract faculty teaching under this article, any quarters of Professional Development Leave shall not be counted as part of the six or more consecutive quarters specified above.

7.16.2 For probationary faculty, any quarters included in Phase I or Phase II of the tenure review process shall not be counted as part of the six or more consecutive quarters specified above.

7.16.3 For part-time faculty employees who move into full-time temporary faculty positions, the first three quarters in full-time temporary faculty status shall not be counted as part of the six or more consecutive quarters specified above.

7.17 The reemployment preference of a part-time faculty member in a division shall be terminated at a college if the faculty member fails to request an assignment in accordance with Section 7.3 or declines an Assignment Contract in the division as described in Sections 7.4 and 7.5 of this article. However, declining an Assignment Contract shall not result in the termination of reemployment preference when:

7.17.1 An assignment is cancelled because of low enrollment or low attendance;

7.17.2 The part-time faculty member is unable to accept or commence an assignment because of:

7.17.2.1 Verified illness or medical condition. In cases of a serious medical procedure or health condition of protracted duration that affects acceptance of an assignment, the part-time faculty member shall immediately contact the Dean. With appropriate medical certification documenting the medical necessity for leave during the period of assignment, the part-time faculty member may be granted a medical necessity exemption for purposes of accessing sick leave and retaining appropriate service credit for the assignment; or

7.17.2.2 Other extenuating personal circumstances which the part-time faculty member and the appropriate dean mutually agree make acceptance or commencement impossible;

7.17.3 An assignment is cancelled for any reason other than misconduct or poor evaluation;

7.17.4 A faculty member fails to accept an Assignment Contract within the timelines established under Sections 7.4 and 7.5, provided that he or she accepts the Assignment Contract in accordance with Section 7.6;

7.17.5 The part-time faculty member turns down an assignment that is offered to replace another assignment that was cancelled;

7.17.6 The part-time faculty member accepts an assignment at another college in the District or in another division within a college before receiving an offer of an assignment from the college or in a division within a college where he or she has earned reemployment preference or service credit;

7.17.7 The part-time faculty member turns down an assignment that was offered under provisions of Section 7.5.2;

7.17.8 The part-time faculty member is a recipient of release time from his or her part-time assignment under Article 3.6;

7.17.9 The assignment is withdrawn because it is needed to fill the load of a contract or regular faculty employee under Section 7.13 or 7.14;

7.17.10 The part-time faculty member requests not to receive an assignment in a division because he or she has accepted a conflicting assignment in another college or university, provided the request is in writing, accompanied by proof of the conflicting assignment, and is received by the appropriate dean no more than five calendar days after the date on which the Notification of Assignment email was sent to the employee's District email address.

7.17.11 The part-time faculty member is also a probationary faculty employee in Phase I or Phase II of the tenure review process and requests not to receive an assignment in order to focus on the primary responsibilities specifically listed in the employment job description.

7.18 The reemployment preference or service credit of a part-time faculty member shall be terminated at a college if the President or his or her designee concludes that the part-time faculty member does not meet the standards of performance and academic excellence that are required of faculty employees by the District. The conclusion of the President shall be based upon:

7.18.1 An official evaluation as defined in Article 6 completed by an appropriate dean or appropriate faculty employee (as defined in Article 6) designated by the dean. Following the evaluation, the part-time faculty member shall be given an opportunity to meet with the appropriate dean and his or her designated faculty employee, if one was used, to discuss the evaluation and to define necessary improvements. The employee shall have the right to have an FA conciliator present at this meeting;

7.18.2 Written notification by certified mail to the part-time faculty member of the improvements necessary for continued employment by the college;

7.18.3 A second official evaluation by an appropriate dean in conjunction with either a regular faculty employee in the same or a related discipline designated by management or another administrator. The second evaluation shall not be performed until at least 20 school days following the written notification required by Subsection 7.18.2. The two-person evaluation team shall perform the evaluation visit together and collaborate in completing Appendix J1. The part-time faculty member shall be given an opportunity to meet with the appropriate dean to discuss whether or not the necessary improvements have been made. Before this meeting, the employee shall be informed of his or her right to have an FA conciliator present at this meeting. The conclusion of the President shall be based on both evaluations and shall not be subject to review pursuant to the grievance procedures established by Article 5 of this Agreement unless an evaluation is arbitrary or capricious.

7.19 The reemployment preference or service credit of a part-time faculty member shall be terminated if the part-time faculty member fails to perform the normal and reasonable duties of his or her assignment or is otherwise guilty of misconduct as defined by Education Code Section 87732. Before the termination of reemployment preference or service credit pursuant to this provision, the part-time faculty member involved shall be given written notice of the cause for termination signed by the President, including a statement of the events upon which the cause is based, an opportunity to inspect the materials that are relevant to the matter, if any, and an opportunity to meet with the President or his or her designee to discuss the matter and present any reasons why the termination should not occur. If the reemployment preference or service credit of a part-time faculty member is terminated pursuant to this section, any current assignments of the faculty member may be terminated by the Board as prescribed in Education Code Sections 87484 and 87665.

Load

7.20 Each part-time faculty member shall meet, on time and regularly, all of his or her assigned duties.

7.20.1 A part-time faculty member shall be responsible for submitting grades as specified in Appendix Q of this Agreement.

7.21 A part-time faculty member who is a part-time faculty employee shall be employed to teach no more than 67 percent of the annual load of scheduled duties for a full-time regular faculty employee having comparable scheduled duties. The maximum quarterly load shall be 45 percent of a full-time annual load.

7.21.1 A part-time faculty employee may serve at any District location and may accumulate service credit in more than one division, but in no case shall the part-time faculty employee exceed the 67 percent load limitation District-wide.

7.21.2 Only instructional assignments, librarian assignments, counselor assignments, and resource faculty assignments shall count toward the 67 percent load limitation for part-time faculty employees.

7.21.3 In accordance with Education Code 87482.5, the following shall not be used for purposes of computing the 67 percent load limitation for part-time faculty employees:

7.21.3.1 Service as a substitute on a day-to-day basis;

7.21.3.2 Service in professional ancillary activities including, but not limited to, governance, staff development, grant writing, and advising student organizations.

7.21.4 Any part-time faculty employee who is relieved of an assignment during the quarter because of the load restrictions contained in Section 7.21 shall be compensated as follows:

7.21.4.1 If the employee is relieved during the first week of the assignment, service credit and 50 percent of the salary he or she would have received for the assignment if it had been completed.

7.21.4.2 If the employee is relieved after the first week of the assignment, service credit and 75 percent of the salary he or she would have received for the assignment if it had been completed.

7.22 A part-time faculty member who is a contract or regular faculty employee may serve at any District location and may accumulate service credit in more than one division, but shall be limited to two assignments per quarter District-wide pursuant to this article unless: 1) no other part-time faculty member with reemployment preference who is qualified for the assignment is able to accept the assignment; and 2) no other faculty member who is qualified for the assignment is able to accept the assignment.

20. Galivan College Community College District CBA 2020-2023

16.4 RE-APPOINTMENT OF PART-TIME FACULTY

16.4.1. The following explains departmental re-appointment method.

16.4.2. Part-time faculty who have taught at Gavilan at least four (4) semesters and whose two (2) most recent evaluations have been positive, as described in Article 19.7, shall have the right of first refusal for assignment to at least one (1) class they have already taught at the college.

16.4.3. Department chairs will receive a re-appointment list of eligible classes and time served for each part-time faculty at the beginning of each semester.

16.4.4. In assigning classes, departments shall offer at least one (1) class to each faculty member from the re-appointment list that a faculty member qualifies to be on according to Article 16.4.2. If there are more faculty on the list than classes available, classes will be offered strictly on a seniority basis. Seniority is based on hire date and semesters completed. If a faculty member teaches in more than one Faculty Service Area (FSA), each will be dealt with independently according to the provisions of this article.

16.4.5. After the offer of one (1) class to each qualifying member, additional offers for any classes the faculty member is qualified to teach shall be made through the Dean or supervising administrator right of assignment.

16.4.6. In the case of two (2) or more faculty members with an identical hire date and semesters completed in teaching the same class per Article 16.4.1, a one-time drawing of lots in the Office of Human Resources shall determine which employee will be ranked above the other.

16.4.7. Anyone who has been teaching at the college for more than five years or ten semesters must have received two satisfactory evaluations, at least one of which must have been done according to article 19.7 (began Spring 2012) in order to be granted eligibility to be included on the reappointment list.

16.4.8. Retiring full time faculty members will automatically be granted four (4) semesters credit to earn basic re-appointment rights and added to the relevant re-appointment list(s) based upon the retirement date and placed according to 16.4.4.

16.4.9. The re-appointment preference of a part-time faculty member should not be terminated if:

1. An assignment is cancelled by the District for any reason.
2. An assignment offered is then withdrawn by the District to fill the load of a full-time faculty member.
3. The faculty member is unable to accept or commence an assignment because of verifiable illness or disability in accordance with current federal law (Family Medical Leave Act) (FMLA), state law (California Family Rights Act) (CFRA) and Board Policy. Leaves for part-time faculty are discussed in detail in Article 10.15.

16.4.10. The re-appointment preference of part-time faculty member shall be terminated, and the faculty member removed from any relevant list/s if the:

1. Faculty member fails to adhere to the initial notification acceptance timeline of 5 business days.
2. Faculty member refuses an assignment or fails to complete an assignment after it has begun.
3. Faculty member receives a negative evaluation and fails to fulfill terms of an agreed upon remediation or fulfills the remediation plan and then receives another negative evaluation (as specified in Article 19), the faculty member will lose his or her reappointment preference, but can re-qualify for it by receiving a subsequent positive evaluation.
4. Faculty member leaves the college for reasons other than outlined in 16.4.9 for one semester or more without obtaining prior Dean or supervising administrator approval to remain on the re-appointment list.

16.4.10.1. A part time faculty member who has lost re-appointment preference may later requalify according to section 16.4.2.

16.4.11. To allow for processing term evaluations, the reappointment preference process shall be implemented district-wide based on Spring-Spring and Fall-Fall assignments.

21. Glendale Community College District CBA 2018-2021

Section 21. Notification of Assignment and Reemployment Rights for Adjunct Faculty

A. The “evaluation” completed for the purpose of reemployment rights is the evaluation cited in article IX of this agreement. The phrase “immediate supervisor” in this section shall refer to the division chair for instructional faculty and/or appropriate administrator for student services faculty.

B. Beginning with the first regular semester after the approval of this agreement, Adjunct Faculty members, as defined and limited in the amount of their assignment by Education Code Section 87482.5, shall earn teaching/work points toward assignment preference for having completed a teaching/work assignment during a regular semester or short session. One teaching/work point shall be earned for one regular semester or short session. A maximum of two points may be earned in a given academic year. An adjunct faculty member may earn two points by teaching two regular sessions or one regular session and one short session.

C. New faculty will be evaluated in the first full regular semester of his/her employment. An adjunct faculty member receiving less than “exceeds standards” shall, upon his/her written request, be granted one additional evaluation during the regular six-semester cycle. However, a new faculty member receiving an “unsatisfactory” rating on their initial evaluation shall not necessarily be granted an additional evaluation. The additional evaluation shall not change the evaluation cycle itself, which begins with the first evaluation. Any rating of above or below “meets standards” may be reviewed by the appropriate vice president or designee. The decision of the vice president or designee is final. The District shall at all times retain the right to perform administrative evaluations on an as-needed basis, and to terminate adjunct faculty in accordance with Education Code Section 87665.

D. An adjunct faculty member, after receiving seven (7) teaching/work points in a discipline and after having received “exceeds standards” in each of the two evaluations required in Section C above, shall have reemployment rights over adjunct faculty without reemployment rights in the same discipline. After earning ten (10) teaching/working points an adjunct faculty member who has received at least one “exceeds standards” evaluation and no lower than a “meets standards” on their other evaluation(s) shall be placed on the reemployment rights list. After earning twenty (20) teaching/working points an adjunct faculty member who has received no lower than a “meets standards” on their evaluation(s) shall be placed on the reemployment rights list. This does not preclude making performance improvement recommendations for those who receive a “meets standards” evaluation. An adjunct faculty member who, through no fault of his/her own, has not been evaluated in a timely manner for two cycles, shall be temporarily placed on the reemployment rights list, pending an evaluation for the following semester. The adjunct faculty member retains his/her place on the list with a “meets standards” evaluation. In the event the adjunct faculty member receives lower than a “meets standards” evaluation, he/she shall be removed from the list until such time as the adjunct faculty member receives a “meets standards” or “exceeds standards” evaluation. The District shall notify individual adjunct faculty members when they have obtained reemployment rights, regardless of the mechanism by which they obtained those rights.

E. An adjunct faculty member with reemployment rights in a discipline shall be offered no less than a previous assignment in that discipline for which he/she is qualified before any adjunct faculty member

without reemployment rights. If an adjunct faculty is granted an assignment in excess of 67% for one or two semesters, the previous provision shall not apply. For the purposes of reemployment rights, a minimum assignment is a class, library workshop, or a semester-length non-instructional assignment of 3 hours per week. In addition, if assignments become available, the District will make a reasonable effort to offer adjunct faculty with reemployment rights additional assignments until the range of 60 to 67 percent of a full time equivalent load is reached. The district shall consider the adjunct faculty member's past assignments when developing a schedule. All reasonable effort will be made to accommodate adjunct faculty assignment requests regarding time(s), day(s), locations(s) and courses(s).

No adjunct faculty member shall have preference over a full time faculty member for a course that fills the load of the full time faculty member. For purposes of this article only, "qualified" shall mean approved in all of the following four criteria:

1. Meeting the Glendale Community College minimum qualifications for a particular discipline.
2. Possessing the equivalency for minimum qualifications as defined by the Academic Senate.
3. Possessing currency in the discipline as defined by the Academic Senate.
4. Having adequate preparation for the specific course or assignment through appropriate education or experience.

This determination is final and cannot be appealed or grieved. By the end of the third week of each regular semester, the Division Chair shall post on the website potential courses to be offered the following semester. An adjunct faculty member may respond to this notification with verification of course(s) he/she is qualified to teach.

F. In the event that there are an insufficient number of assignments in a given session to provide all adjuncts on the reemployment rights list with employment, the immediate supervisor shall implement a fair method of rotation.

G. After 10 semesters of work for the District, an adjunct faculty member may opt not to work one semester without losing their reemployment rights, by giving notice to the District of their intention to exercise this option. During this semester, the adjunct faculty member shall continue to be eligible for the District's adjunct health insurance premium subsidy. This option may be exercised every 10 semesters.

H. Whether or not they have reemployment rights, an adjunct faculty member who meets the following criteria:

1. most recent evaluation is "meets or exceeds standards,"
2. has worked for the District for at least one semester after the "meets" or "exceeds" standards evaluation, for a total of two semesters, and
3. has taught for two of the last three semesters shall be notified by the District whether or not he/she has a class in the subsequent semester. This notification shall be made no less than 12 weeks before the first day of the subsequent semester. This notification is not designed to alter or change any elements of Article II – District Rights nor provide a guarantee for payment if a course has to be cancelled due to low enrollment or lack of funding.

I. The division chair shall give notice to the employee in the case of loss of reemployment rights. Loss of reemployment rights shall not result from:

1. a course being cancelled due to low enrollment or lack of funding;
2. only accepting a portion of the assignment offered;
3. not being able to accept an assignment or fails to complete an assignment due to
 - a. a verifiable illness affecting them or immediate family as defined in this contract;
 - b. services as a fire fighter or search and rescue team member during a disaster;
 - c. military duty;
 - d. the \$0 earnings limit for CalSTRS members during the first 180 days of retirement;
4. refusal to accept an assignment for reasons mutually agreed upon by the adjunct faculty member and his/her immediate supervisor;

J. An adjunct faculty member's reemployment preference status shall cease if the member:

1. declines a course or assignment for which they have already agreed to teach/work or fails to complete a course, other than for reasons listed in subsection H above;
2. declines to accept a course or assignment from those available for which they are qualified to teach or perform if the course or assignment offered is at the same time and day as the original offer.
3. receives a "needs to improve" or "unsatisfactory" on any evaluation. The adjunct may request an additional evaluation per Article IX, Section 10 of this agreement. Any subsequent "meets standard" evaluation shall place the adjunct faculty member on the reemployment rights list;
4. is terminated by the District, pursuant to the provisions of the collective bargaining agreement.

K. The District, working with division chairs, shall develop and/or update the Adjunct Reemployment Rights List for the current semester by the third week of the semester. The final reemployment rights list shall be provided to Division Chairs and the Guild President by the fifth week of the semester. An adjunct faculty member shall access his/her reemployment status through Oracle Self Service. Any discrepancies shall be submitted in writing to Human Resources within twenty (20) working days from the date the final list was disseminated.

L. Nothing in this agreement should be construed as creating any form of seniority rights or expectation of preference for a contract position.

M. The notification rights and reemployment rights established by this section shall not be construed as a reasonable assurance of reemployment.

22. Grossmont-Cuyamaca Community College District 2019-2021

11.3. Priority of Assignment (POA)

Part-time faculty shall attain Priority of Assignment after having completed eight (8) semesters of service (summer and intersession excluded) within a ten (10) semester period in a particular discipline at a particular college. Priority of Assignment rights shall automatically begin at the start of the ninth assigned semester.

Priority of Assignment will apply to each course or assignment in which the part-time faculty member has not received an unsatisfactory evaluation (3.49 or below) in her/his most recent evaluation for that course or assignment. Once the part-time faculty member gains priority of assignment, he/she has priority of assignment at the LED level which is the average LED load of the current semester he/she is currently carrying in the semester the part-time faculty member attains priority of assignment and the one semester (fall or spring) previous. As a result of scheduling constraints, slight variances in the average LED up to a maximum 0.05 LED variance are allowed.

Once a part-time faculty member gains priority of assignment status, he/she will be offered assignments, in seniority order, based upon hire date from the set of assignments he/she has been assigned before, even if assigned that particular assignment just one time, provided the faculty member has not received an unsatisfactory evaluation (3.49 or below) in her/his most recent evaluation for that course or assignment.

A part-time faculty member can gain additional LED via their priority of assignment by teaching any additional course section or accepting additional non-classroom assignments that he/she is offered based on vacancies or growth. However, each semester the District may restrict the greater of 10% or 0.20 LED of available part-time faculty assignments in each discipline for the purpose of increasing the diversity of its part-time faculty. A part-time faculty member with priority of assignment in a particular course or assignment at a college shall be offered additional courses or assignments in which they have priority of assignment as those assignments become available due to growth or attrition (up to the maximum of sixty-seven percent (67%) LED for all courses or assignments on an annualized basis) before any part-time faculty member with less seniority in that particular discipline is offered an assignment.

Once a part-time faculty member has her/his LED increased, he/she then maintains priority of assignment at that new level of LED, averaged over the current and the prior semesters, up to a maximum of 67%.

Any part-time faculty member, or full-time faculty member on extra-pay, working in an assignment that is cancelled after the semester begins does not have the right to displace any other faculty member from any assignment.

11.3.1. If, during any particular semester, there are more part-time faculty members with priority of assignment in a particular course or assignment, than there are available assignments, the available assignments shall be offered to those part-time faculty members based on seniority for that particular course or assignment.

11.3.2. If a part-time faculty member has priority of assignment in more than one course, the assignment decision shall be made by the appropriate administrator after consultation with the faculty member either directly or via the department chair. If good-faith efforts to contact the faculty member prove unsuccessful, the administrator may make such assignment without prior consultation.

11.3.3 Nothing in this Article shall be construed to alter existing District policies and practices with respect to setting priority of extra-pay assignments for tenured/tenure-track faculty members.

11.3.4 The District shall give each part-time faculty member with priority of assignment the opportunity to state his or her availability and assignment preference in writing. The District shall consider this information in preparing assignments.

11.3.5 If an assignment is canceled, said cancellation shall be communicated to the part time faculty member, both orally and via email, within two working days of the cancellation. Part-time faculty shall be compensated for any class sessions taught and flex obligations completed prior to the cancellation.

Tenured faculty who retire after November 1, 2014 shall have no priority of assignment following either: a) the conclusion of their service in the Early Retirement Incentive program, or b) if they elect not to participate in the Early Retirement Incentive program. Tenured faculty who had retired prior to November 1, 2014 shall maintain their priority of assignment status for one assignment.

11.3.6 The extent of the assignment to be worked and the duration of the assignment shall be determined by the District subject to the preceding restrictions.

23. Hartnell Community College District CBA 2019-2022

H. REEMPLOYMENT PREFERENCE

1. Reemployment Preference; Faculty members who have reached certain thresholds of satisfactory service may apply for reemployment preference.

2. Minimum Standards: The minimum standards for reemployment preference, pursuant to Section 87482.3 (B), include:

a. "The length of time part-time, temporary faculty have served at the community college or district."

b. "The number of courses part-time, temporary faculty have taught at the community college or district."

c. The evaluations of temporary faculty as delineated in 21.B.

d. "The availability, willingness, and expertise of part-time, temporary faculty to teach specific classes or take on specific assignments that are necessary for student instruction or services."

3. Hartnell Reemployment Preference Standards: Hartnell's standards for reemployment preference:

- a. At least six semesters of service (including summer) to the District as a part-time faculty member.
 - b. At least 10 courses taught at Hartnell. For counselors and librarians, the equivalent total number of hours is 1,225. Each section taught counts as a course taught.
 - c. At least two satisfactory evaluations (in two separate academic years) on file that include peer evaluations and student evaluations.
4. Applying for Reemployment Preference: Faculty members may apply for reemployment preference in an academic discipline if they satisfy the criteria in paragraph 3, above, by submitting an application to their dean, which application must be verified by the Human Resources Office. The Human Resources Office will publish a list of part-time faculty members with reemployment preference each semester, including the disciplines in which they have preference (See Appendix G.)
5. Effect of Reemployment Preference:
- a. Faculty certified with reemployment preference in an academic discipline will be offered an assignment in that discipline before a part-time faculty member without reemployment preference, provided that he or she is qualified for the assignment, using the criteria in paragraph G.2. above.
 - b. The District will attempt to maintain a comparable assignment from semester-to-semester, as long as the factors in paragraphs G.2 and H.3. support that practice.
 - c. All faculty, including those with reemployment preference, must indicate their availability to teach each semester, including summer semester.
 - d. For purposes of this article, librarianship and counseling are considered academic disciplines.
6. Losing Reemployment Preference: A faculty member will lose reemployment preference if either of the following occur:
- a. After accepting an assignment, the faculty member then rejects or fails to finish the assignment, and does not have a compelling reason for doing so, such as a verifiable illness or other extenuating circumstance. However, a faculty member who performs service only each fall, or each spring, or in the summer, will not be deemed to have rejected an assignment in the other semesters in which he or she does not normally work.
 - b. He or she fails to adhere to District policies and procedures, violates or refuses to obey laws, regulations, or published practices of the District.
7. Unavailability of Assignments: In the event that there are more part-time instructors with reemployment preference than there are available assignments, the tiebreaker shall be as follows:
- a. The number of semesters the instructor has taught at Hartnell
 - b. Number of times the instructor has taught the course to be assigned
 - c. If there is still a tie, the class shall be assigned by the drawing of lots.
8. "No bumping": From time to time, an assignment may be canceled, for instance, due to low enrollment. The part-time faculty member whose class was canceled, even if that faculty member had

reemployment preference, will not be offered the class of a part-time instructor who already was offered and accepted an assignment in the same discipline.

Such a cancellation shall not change the reemployment preference status of the affected faculty member.

9. Temporary employment: Pursuant to section 87482.3(d) of the Education Code, "In all cases, part-time faculty assignments shall be temporary in nature, contingent on enrollment and funding, and subject to program changes, and no part-time faculty member shall have reasonable assurance of continued employment at any point, irrespective of the status, length of service, or reemployment preference of that part-time faculty member.

10. This section, agreed to between the parties before July 1, 2017, implements section 87482.3(b) of the Education Code

24. Imperial County Community College District CBA 2019-2022

10.1 Reemployment Preference

10.1.1 Reemployment preference applies to all part time faculty who are assigned to teach classes or perform non-instructional academic work during the fall and spring semester and winter and summer sessions. This section does not apply to administrators, managers, classified confidential employees, classified employees, coaching, or to part time faculty assigned to perform special services or projects of a temporary nature.

10.1.1.1 If administrators, managers, or classified employees are employed to perform part-time faculty work, the Association will be notified in writing upon the scheduling of these individuals. They shall be scheduled only after all unit members who are exclusively part time faculty have had an opportunity to select classes.

10.1.2 Criteria for placement on the reemployment list:

10.1.2.1 A part time faculty member must meet the minimum qualifications as adopted by the California Community College Board of Governors or an equivalency granted by the local Academic Senate.

10.1.2.1.1 When professional certification or license is necessary as determined by an outside agency that oversees that area, to ensure student safety and/or subject matter competency, possession of such certification or license shall be considered a minimum qualification for the applicable assignment.

10.1.2.2 A unit member shall gain reemployment preference after service to the District in one or more assignments over four semesters.

10.1.2.2.1 Unit members who have been employed for four or more semesters as of spring 2019 will be grand-parented in to reemployment preference at their current seniority placement.

10.1.2.3 The unit member earns an overall "competent" or greater score on their evaluations during the first four semesters of employment.

10.1.3 Criteria for removal from the reemployment list:

10.1.3.1 A unit member who receives an overall “Marginal or Unsatisfactory” for two consecutive evaluations may be removed from the reemployment list.

10.1.3.2 A unit member who has a break in service with the District for 24 months shall be removed from the reemployment list unless the reason for the break in service is due to a lack of work offered by the District.

10.1.3.3 A unit member who has a sustained disciplinary action may be subject to removal from the reemployment list at the District’s discretion.

10.1.5 Part time faculty subsequently reemployed after removal from the reemployment list will be returned to the status of a newly hired part time faculty.

10.2 Load

The maximum load for unit members in fall and spring semesters is 67% of a full-time faculty member’s annual load. There is no maximum load for unit members in winter or summer intersessions. Part time faculty members with reemployment preference will be offered courses in the order of seniority date of hire up to a maximum assignment of 60-67% load. Unit members will have the opportunity to maintain an equivalent load to the previous semester course assignments at the discretion of the unit member.

10.3 General Assignment Procedure

Unit members who have been grand-parented will have as their seniority date their initial date of hire with the District. For unit members who were not grand-parented, Seniority is determined by the date at which the unit member is provided reemployment preference. If two or more unit members have the same reemployment preference date, their seniority placement will be determined by the drawing of lots.

Part time faculty not on the reemployment list will be assigned prior to administrators, managers, classified confidential employees, and classified employees who will be assigned at the discretion of the district and after all assignments have been provided to unit members on the reemployment preference list.

All unit members in a given discipline will be ranked according to seniority, with the most senior person being granted rank 1, the second most senior person being granted rank 2, and so on. If a unit member possesses qualifications to work in multiple disciplines, the unit member shall notify the Human Resources Department of said qualifications and upon verification be added to the seniority list of the additional disciplines.

Unit members shall be entitled to select classes once class(s) and/or hours have been assigned to Full-Time Faculty for the fall, and/or spring semester, winter intersession and summer session, including load and overload. Unit members will select their assignment prior to full-time faculty receiving assignments above their contractual limits for overload.

The “assignment” date for full-time faculty shall normally be 8 weeks prior the beginning of the fall or spring semester and winter and summer session respectively. If the District makes modifications to the course schedule in a discipline after unit members have selected courses but at least eight (8) weeks before the first day of the semester or session, which results in changes to a unit member’s previously

selected class schedule, all classes assigned to part-time faculty in that discipline for the semester or session will be re-selected.

If the District adds new classes to the schedule in the period between the eight (8) weeks and one (1) week prior to the start of the semester or session, any new classes will be offered to all qualified faculty in the discipline. All Faculty will be notified via email of the availability of the new class and will have 48 hours to respond via email stating that they are interested in teaching the class. The class will be assigned first to a full-time faculty who responded and then to part-time faculty members in seniority order.

If a class becomes available during the last week prior to the start of any semester or session, the District will contact all faculty, full-time or part-time, who are potentially eligible to teach the class, through email and by phone as soon as the District is aware of the open course. Unit members who wish to teach the course must respond via email within six (6) hours of the notification, or no later than by 4 p.m. of the same day if notification of the opening was made prior to 10 a.m. The class will be assigned to fulltime faculty who responded first and then to part-time faculty members in seniority order.

However, in the event a District initiated action creates the need for a full-time faculty, including new hires, to bump part-time faculty to maintain full-time contract load, the part-time faculty member bumped shall be entitled to bump the least senior part-time unit member.

Also, in the event a full-time unit member bumps a part-time unit member to maintain a previously assigned overload due to a District initiated action, the part-time unit member bumped can bump the least senior part-time unit member to obtain a class of equivalent units or the District may elect to create a new class within the unit members availability of equivalent unit value.

If the least senior unit member is bumped, the least senior unit member shall receive a class of equivalent units within the unit member's availability. If there isn't an available class, the District will add a class of equivalent units within the availability for the unit member who was bumped to teach.

In the event the District is unable to create a class of equivalent units within the unit member's availability, the District will pay the equivalent compensation for the class from which they were bumped.

If an assignment of a unit member on the reemployment list is cancelled the cancellation will not be considered a break in service in regards to the reemployment list.

10.3.1 Course Assignment Procedure

For each fall and spring semester and for the winter intersession and the summer session, the Deans and Department Chairpersons, under the direction of the Vice President for Academic Services and with consultation from Student Services, shall develop the list of projected course offerings, including dates, times, locations, and patterns, in each subject area that best fit the needs of the students.

Department Chairpersons will offer to all qualified unit members in their divisions or departments the opportunity to select course assignment(s) according to the following procedure after full time unit members have selected their assignments, utilizing a priority selection system based upon seniority. Due to the unique populations served by the Prison and Dual enrollment programs, courses in these two programs are not subject to the course assignment procedure.

1. The Division Chair or designee shall notify all unit members on their seniority list of the date that the course selection shall begin at least five work days prior to the selection process. The list of courses in the discipline to be offered for that semester or session shall be offered first to the rank 1 member. That member will have the opportunity to select up to the maximum amount of load allowed by law (67% of a full-time faculty load). If the unit member doesn't respond within two business days, they may be skipped for that round of scheduling.
2. The list will then be passed on to all the remaining unit members in order, with each selecting courses as outlined above.
3. Once all the unit members have selected their course(s), the list, if any courses are remaining, will return to the member ranked 1, who will then select one additional course if desired.
4. The rounds will continue in order until all courses are selected or unit members have met the 67% of a full time load legal maximum. If any courses remain unselected, then the Department Chairperson will offer the courses to qualified unit members outside the discipline, if any, and/or new hires.
5. Unit members assigned a course may be bumped by another unit member with more seniority if that unit member was bumped because a full time faculty member needed to make load, but not for overload purposes.

10.4 Non-Teaching Faculty Assignment Procedure

Currently employed unit members in non-teaching assignments shall be offered the maximum amount of hours allowable by law in order of seniority prior to hiring additional non-teaching unit members within their program area.

10.5 Changes to assignment

In the event that the Dean or appropriate administrator wants to initiate a change in assignment selected by a unit member prior to the public publishing of the initial schedule online, the Dean or appropriate administrator will communicate the change and the reasons for the change with the unit member prior to making any changes, and will provide an opportunity for the impacted unit member to select a new assignment. The District may use this option with a specific unit member only once every two years. The use of this option will not impact the unit member's seniority placement.

25. Kern Community College District CBA 2020-2023

G. Adjunct Priority Rehire List

1. Applicability:

This section shall apply to part-time faculty assigned to teach instructional classes or perform non-instructional academic assignments for not more than 67 percent (67%) of the hours per week which are considered a full-time assignment for regular employees having comparable duties pursuant to Education Code section 87482.5.

This section supersedes all previous language related to adjunct seniority contained in the MOU dated May 2, 2018, and any seniority number received under that MOU. This section does not apply to any person excluded from the bargaining unit as noted in Article 1B1b.

This section also does not apply to any person compensated to provide instructional hours if such instructional hours are not provided as part of load, for example, dual enrollment instructors employed by the high school district, or a person providing tutoring assistance in a lab or resource center setting.

2. Assignment and Retention:

Each division/department chair, in consultation with, and approval by, applicable educational administrator, shall establish an adjunct priority rehire list based on adjunct faculty date of hire, which is deemed the date that the adjunct faculty member first rendered paid service at the college in a department or division as an adjunct faculty member.

Temporary and full-time assignments do not count toward service considered for adjunct priority rehire list. Human Resources will provide a list notating hire date and Faculty Service Area for adjunct faculty.

Adjunct priority rehire list will be established based on the following criteria:

- a. Length of service with the College
- b. Based on evaluation
- c. Does not transfer across colleges
- d. Summer appointments are excluded
- e. Adjunct faculty member's expertise for the assignment

Adjunct faculty shall be placed on the priority rehire list after successfully completing four (4) semesters of adjunct faculty work, and receiving a "satisfactory" evaluation.

Adjunct faculty can decline their full assignment for 2 consecutive semesters before being removed from the adjunct priority rehire list. Failure to respond to an offer of assignment will be considered a declination of that assignment. Should adjunct faculty decline an assignment, the District is not obligated to offer another during that semester. An adjunct faculty member who declines only a portion of the offered assignment, but accepts at least one offered assignment, will not be considered to have declined the assignment. An adjunct faculty member will be removed from the priority rehire list for any of the following reasons:

- a. Declining a full offered assignment for the 3rd consecutive semester.
- b. Advising the department/division in writing of their intent to resign from part-time employment with the District.
- c. Receiving an "Unsatisfactory" evaluation.
- d. Termination for cause

Adjunct faculty who have not had an assignment with the District, whether by declining their full offered assignment or the unavailability of assignments, for four (4) consecutive semesters will be removed from the priority rehire list and will be separated from employment with the District. Adjunct faculty who apply to be rehired after they have been separated will be processed as a new employee.

Retired faculty members who return to teach adjunct shall start over as adjunct faculty in terms of priority rehire and evaluation. They will be placed on the priority rehire list after successfully completing four (4) semesters.

If adequate class sections are available, the department/division chair, in consultation with the appropriate educational administrator, shall strive to assign an adjunct faculty member the same load as assigned during the previous two (2) semesters, excluding summer.

Factors considered when making assignments will be:

- i. Past experience in assignment
- ii. Expertise in area of instruction/service
- iii. Previous performance evaluations in assignment

Additional units taught beyond a maximum adjunct faculty load (.067) do not count toward historical load. Temporary and Full-time assignments do not count toward historical load.

The District reserves the right of assignment. Nothing in this provision provides unit members with rights to specific classes or assignments.

Each semester, at the discretion of the department/division chair, one (1) course section OR eight (8) hours/week in a non-teaching area, may be excluded from the assignment of adjunct faculty on the priority rehire list for the express purpose of hiring new adjunct faculty who have not previously held an assignment with the district.

26. Lake Tahoe Community College District CBA 2019-2022

5.2.1 Adjunct faculty may not teach more than 67 percent of the hours considered a full-time assignment for regular faculty (Education Code 87482.5 (a)). Teaching loads in excess of these limits may only be considered in extenuating and/or unforeseen circumstances.

5.2.2 The District, in consultation with the department lead where appropriate, will consider the following when determining course assignments for and the rehiring of part-time, temporary faculty, including but not limited to:

--The length of time served; the number of courses taught; the evaluations used to assess educational impact as it relates to student success; the demonstrated professionalism of the part-time, temporary faculty member; the part-time temporary faculty member's adherence to the regular and timely completion of associated duties (including rosters, grades, student learning outcomes, assessments, etc.); and the availability, willingness, and expertise of part-time, temporary faculty to teach specific courses or fulfill specific assignments.

-- The District will follow the regular evaluation process for part-time, temporary faculty describe in Appendix 6. In all cases, part-time faculty assignments shall be temporary in nature, contingent on enrollment and funding, and subject to program changes and department needs. No part-time faculty

member shall have reasonable assurance of continued employment at any point, irrespective of the status, length of service, or reemployment preference of that part-time, temporary faculty member.

27. Lassen Community College District 2017-2020

Seniority Language Located on pp 68-69 of the contract under 24.2 “Seniority”

[Lassen Community College District CBA 2017-2020](#)

28. Long Beach Community College District CBA 2020-2023

ARTICLE 8

ASSIGNMENT RIGHTS AND RE-EMPLOYMENT PREFERENCE

8.1 Bargaining Unit Member Qualifications

Every bargaining unit member must meet the minimum qualifications for the discipline to which he/she is assigned as approved by the California Community College Board of Governors.

8.2 Re-Employment Preference

8.2.1 A bargaining unit member who has taught at least one (1) class or received an assignment of at least fifty-four hours in an academic year, for two (2)

consecutive academic years, and received a “satisfactory” rating on his/her most recent evaluation shall receive re-employment preference, subject to the procedures specified below. A unit member who receives less than a “satisfactory” evaluation shall not be eligible for re-employment preference.

Evaluation shall be subject to Article 6 of this Agreement.

8.2.2 Re-employment preference shall be determined by the date of hire as a parttime faculty member in the department or similar unit, not prior service with the District as full-time faculty, administrators, or classified personnel. If two or more unit members have the same hire date, seniority placement will be determined by total number of courses taught since Academic Year 2003.

8.2.3 A unit member may lose his/her seniority hire date and eligibility for reemployment preference if: (a) a unit member is not employed for two (2) consecutive academic years; or (b) a unit member receives less than a satisfactory evaluation. Subsequent re-employment preference shall be subject to the eligibility requirements outlined in 8.2.1 above. If rehired, his/her new hire date will be his/her seniority date.

8.2.4 All bargaining unit members eligible for re-employment preference in a given department or similar unit will be ranked in order of their hire date.

8.2.5 Assignment Procedure:

a) Unit members shall complete an Adjunct Assignment Availability and Request Form, (Appendix E), for each semester. Unit members shall be notified of the form due date at least fourteen (14) days prior to the due date.

b) In order of ranking on the re-employment preference list provided by Human Resources and the Assignment Availability and Request Form submitted by the unit member, the Department Head shall assign unit members, up to sixty-seven percent (67%) of a full-time load. The parties acknowledge that there may be circumstances where the District, at its discretion, assigns a CHI unit member to an assignment greater than a 67% full-time load.

c) Re-employment preference shall apply to fall and spring semester assignments only.

8.3 Re-employment preference and assignment order shall apply to the assignment of part-time faculty only and is subject to the following exceptions, as determined by the District:

8.3.1 The hiring of additional full-time faculty requiring a reduction in the number of available classes or hours to part-time faculty;

8.3.2 The need to fill the contract and/or over load for a full-time faculty member;

8.3.3 The need to fill a load for a retired District full-time faculty member in accordance with the LBCCFA Collective Bargaining Agreement.

8.4 Part-time faculty assignments may be made on a conditional basis relating to enrollment and budget considerations consistent with current policies and procedures, with the understanding that changes may be made to the assignment before or after the start of the semester. When and if changes are made to an assignment, the following shall apply:

8.4.1 If an assignment is canceled before the start of the semester an alternate work assignment may be offered, if available.

8.4.2 Nothing in this provision shall entitle a bargaining unit member to an alternative assignment or bumping rights.

8.4.3 The parties acknowledge that from time to time, there may be a new position, area of need, or course that requires additional qualifications, expertise, or specialization. In these instances, the District may consider the qualifications and any additional information supplied by current part-time faculty prior to hiring external candidates.

8.5 Part-time coaches are excluded from the provisions of this article.

29. Los Angeles Community College District CBA 2020-2023

Contract language primarily assessing “seniority” is primarily addressed in Article 16 “Faculty with Adjunct Rate Assignments, Retention, and Seniority” located on pages 55-62 of the contract, which can be accessed via this [link](#).

30. Los Rios Community College District CBA 2021-2023

5.5 Seniority, Reduction in Force, and Recall Rights

5.5.1 All faculty members with re-employment rights shall hold a seniority number corresponding to their relative date of employment in the District.

5.5.2 The District shall provide LRCFT with current seniority lists for all bargaining unit employees with re-employment rights no later than thirty (30) days after receipt of a written request. The District shall also notify LRCFT of proposed and determined reductions in force, which employees are affected, and the length of the lay-off, if determinable.

5.5.3 In the case of a reduction in force, those faculty members with the lowest seniority shall be laid off first in accordance with provisions of the Education Code. In the event that future legislation addresses reduction of force, this contract language will prevail if the legislative language is permissive.

5.5.4 Return to duty shall be accomplished in the order of the higher seniority first according to the following terms and conditions:

5.5.4.1 If a vacancy occurs, each employee who has been laid-off shall be notified by mail of any full- or part-time vacancies in the District. Such notification shall be circulated twenty (20) days before the vacancy shall be advertised for general applicants.

The District shall notify LRCFT of the existence of such vacancies. No person without re-employment rights shall be hired as long as there are any qualified faculty members with re-employment rights available for any open position.

5.5.4.2 If a faculty member on lay-off exercises seniority rights for a position which is less of a load than his/her re-employment right, that employee shall retain his/her seniority position in regard to other employment in the District.

5.5.4.3 An employee on lay-off with re-employment rights shall have fifteen (15) days after the mailing of vacancy notices to apply to exercise his/her preferential recall rights.

5.6 Partial Assignments, Academic Year

5.6.1 For regular full-time faculty members, less than full-time assignments may be granted for the following reasons:

5.6.1.1 A reduction from full-time to partial retirement made voluntarily by the faculty member.

5.6.1.2 A reduction from full-time to partial assignment made at the request of a regular faculty member for reasons of health, personal problems, or professional development. Such partial assignments normally shall not exceed one (1) academic year but may be extended for good cause.

5.6.1.3 No partial assignments shall be given in a department discipline as long as a regular faculty member with full or part-time employment rights is kept involuntarily on a partial contract that is less than the employee's tenured employment rights.

5.7 Assignment Schedule

5.7.1 The development of a specific work location, assignment(s), and hours shall take into consideration the requests of the faculty member in coordination with the Department Chair and Area Dean. The employee's preferences (rooms, time-of-day, courses, etc.) in scheduling shall be given every consideration when consistent with sound educational practices. This article applies to all faculty members, including classroom teachers, counselors, librarians, coordinators, and college nurses. (See Article 20, Management Rights.)

Article 6 Seniority

6.1 In accordance with prevailing state law, the District shall maintain a certificated register; a seniority number will be assigned to each member of the bargaining unit with re-employment rights.

6.2 Numbers will be assigned according to provisions in the Education Code. Lower numbers indicate earlier hiring dates; higher numbers indicate more recent dates of employment. The order of seniority for individuals having the same first day of employment is by the assignment of random numbers. Seniority will apply to the tenured teaching load percent designated by Board appointment and subsequent Board reassignment.

6.3 Certificated registers shall be maintained in the President's office of each college, in the District Human Resources Office, and with the president of LRCFT.

31. Marin Community College District CBA 2017-2019

Assignment of Temporary Credit Units and Noncredit Units

6.8.1 Temporary Credit and Noncredit Units. Credit and noncredit units or their equivalent which have been allotted by the District but not accepted by eligible permanent/probationary unit members shall, whenever possible, be assigned to the following:

- a. eligible temporary unit members, or ETUMs (see 6.8.2.1 of the CBA), or
- b. qualified temporary hiring pool members (see 6.8.1.3 of the CBA)

6.8.1.1 Contracts for Temporary Unit Members. Contracts shall be offered to an eligible temporary unit member (ETUM), a qualified temporary hiring pool member, or if not available, an external hire pursuant to Article 6.8.6, on a semester-by-semester basis contingent on the availability of temporary units and subject to the provisions of this article.

6.8.1.2 Placement of Temporary Unit Members on the Faculty Salary Schedule. See Section 3.8.1.1 of the CBA.

6.8.1.3 Temporary Hiring Pool. For each discipline which has an identified need to offer faculty assignments to temporary unit members, a hiring committee shall be convened to screen, identify, and select qualified applicants for advancement to a discipline's hiring pool. All hiring committee members must have participated in training, as required by Title 5 of the California Code of Regulations, Section 53003.

Candidates who have been selected for entry into the hiring pool shall be referred to as qualified temporary hiring pool members. Once an applicant has been selected and advanced to a given hiring pool, the qualified temporary hiring pool member shall not be rescreened when subsequent hiring committees are convened to select additional applicants to the same hiring pool.

6.8.2 Eligible Temporary Unit Member (ETUM).

6.8.2.1 Definition of ETUM. Eligible Temporary (Credit and Noncredit) Unit Member is hereafter referred to as ETUM. ETUM denotes any qualified temporary hiring pool unit member who has attained eligibility pursuant to Section 6.8.2.2.

6.8.2.2 Eligibility for ETUM Status. Any qualified temporary pool member must meet each of the following criteria in order to achieve ETUM status within a given discipline or department:

6.8.2.3 Length and Continuity of Service. The unit member must provide said service for three (3) complete semesters within a five (5) semester period.

6.8.2.4 Evaluation and Satisfactory Performance. The unit member shall be evaluated as provided in Article 7 of the CBA during the first and third semesters of employment. Any member of the evaluation team, including the unit member being evaluated, may request that the unit member also be evaluated during the second semester assignment. The third semester evaluation shall be comprehensive in nature, taking into consideration the unit member's performance and evaluations over the full three-semester eligibility period. If the unit member provides the required three (3) semesters of service and the comprehensive third-semester evaluation, including the recommendation of the evaluating supervisor, is satisfactory, the unit member shall achieve ETUM status. A qualified temporary hiring pool member shall not receive ETUM status if the first or final evaluation is unsatisfactory, in which case the unit member may, at the discretion of the District, be placed back in the hiring pool and considered for future assignments. Failure by the District to complete third semester evaluation prior to the commencement of the subsequent semester shall not impede said member's progress toward achieving ETUM status. When a temporary pool member's first or third semester evaluation is not conducted because the unit member's level of absence was so significant that it precluded evaluation, the evaluation shall be conducted in the next semester that the member works, and the timeline toward ETUM adjusted accordingly.

6.8.2.5 Discipline During Evaluation Period of ETUM. Any semester in which a unit member has been subject to discipline that has been sustained through the applicable discipline process established in Article 24, may not be counted toward achieving ETUM status. Any evaluation that takes place during a semester that is not counted toward ETUM per this section shall not constitute one of the evaluations required to achieve ETUM under Article 6.8.2.4.

6.8.3 Ranking of ETUMs. Ranking of ETUMs for purposes of unit assignments shall be determined by seniority based on first date of hire as an ETUM within that discipline. If there is a tie, rank shall be determined by a one-time lottery. Members included in a lottery shall be provided with notice at the time of the lottery of their right to request the reorder of the ranking by one placement every three years, with the last placement within the lottery rankings becoming the first. There shall be no obligation on the part of the District to implement a re-ranking of positions determined by lottery unless/until a member makes a written request as provided for in this section.

6.8.4 Notification. Each semester, the District shall provide the ETUM with a written notice of the assignments being offered to the unit member for the upcoming semester, as well as the deadline by which the ETUM must indicate whether the ETUM is accepting the assignments being offered. The deadline to respond shall be no less than fourteen (14) calendar days from the date of issuance. It shall be the responsibility of each ETUM to respond in writing to the notice of available assignments by the deadline provided.

6.8.4.1 Unit Allocation. For the purposes of allocating units to temporary unit members and in compliance with California Education Code 87482.3, the ETUM category shall be divided into two (2) subcategories, Junior ETUM and Senior ETUM. The definitions of these subcategories are as follows:

a) Junior ETUM. Any temporary unit member who meets the criteria specified in 6.8.2 of the CBA shall be considered a Junior ETUM.

b) Senior ETUM. Any temporary unit member who meets all of the following criteria shall be considered a Senior ETUM upon verification by HR of the information submitted:

1. Completion of twelve (12) semester assignments as a Junior ETUM (which, if applicable, shall include semesters assigned but not yet completed);
2. Receipt of two (2) consecutive satisfactory evaluations as a Junior ETUM; and
3. Submission by the unit member of a completed Notice of Senior ETUM Eligibility Form to Human Resources, said form to list the twelve qualifying semesters. Submittal of the completed form shall be the sole responsibility of the unit member. The deadlines for submission of the Notice of Senior ETUM Eligibility Form are as follows:
 - a. For designation of Senior ETUM status in a Fall semester, the unit member must submit the notice of Senior ETUM Eligibility Form no later than October 1 of the prior year.
 - b. For designation of Senior ETUM status in a Spring semester, the unit member must submit the Notice of Senior ETUM Eligibility Form no later than March 1 of the prior year.
 - c. UPM and the District shall refer to the Labor Management Committee responsibility to identify a process for providing unit members with an online system for identifying completed semester assignments toward achieving Senior ETUM. The process identified will be memorialized in an MOU. Should UPM and the District fail to reach agreement in the Labor Management Committee by January 1st, 2019, this matter shall be subject to an immediate reopener.

Any failure by the District to evaluate a unit member within the time periods prescribed in 7.6-7.6.3 Chart E shall not impede said member's progress toward achieving Senior ETUM status.

6.8.4.2 Minimum Unit Allocation.

a) Junior ETUM. Each semester, in any discipline where there are available temporary credit units, Junior ETUMs shall be offered, in ranked order (as defined in 6.8.3), the available temporary credit units in a discipline until that Junior ETUM has reached a minimum load of 40%. So long as the member is offered a minimum load of 40%, the District is not required to offer additional units.

b) Senior ETUM. Each semester, in any discipline where there are available temporary credit units, Senior ETUMs shall be offered, in ranked order (as defined in 6.8.3), the available temporary credit units in a discipline until that Senior ETUM has reached a minimum load of 60%. So long as the member is offered a minimum load of 60%, the District is not required to offer additional units.

6.8.4.3 Maximum Unit Allocation. No Junior ETUM or Senior ETUM shall be assigned more than a total of 67% of the hours per week considered a full-time equivalent workload for the semester. It is the intent of this section to apply the 67% calculation consistent with its meaning in Education Code section 87482.5.

6.8.4.4 Allocation of Remaining Units. Any remaining available units in a department or discipline after each Junior ETUM has received a unit allocation between 40-67% and each Senior ETUM has received a

unit allocation between 60-67%, may, at the discretion of the District, be assigned to any qualified ETUMs or eligible temporary hiring pool members as long as the total workload for any temporary unit member does not exceed 67%. In no case shall an “emergency hire” be offered a temporary contract if there are ETUMs or other eligible temporary hiring pool members who are qualified, available, and willing to accept an assignment that does not exceed the maximum unit allocation specified in 6.8.4.3.

6.8.4.5 Splitting Assignments. The District shall not be required to split an assignment with a single CRN. Should a CRN be split, then the available units shall be offered to unit members in ranked order consistent with the minimum and maximum load requirements set forth in this

Article 6.8.4.5 Special Skills. In the case of units identified by the UDWC as requiring special skills (as provided for in Section 8.18 of the CBA), the District shall not be required to offer said units to any ETUM or temporary hiring pool member who has not met the minimum educational standards and/or provided prior paid service in the specialty units as designated by UDWC.

6.8.4.6 ETUM Assignment in Other Disciplines. Individuals who qualify as ETUMs in one discipline are not precluded from seeking assignments in other disciplines for which they do not qualify as ETUMs, but for which they are minimally qualified.

6.8.5 Loss of ETUM Status.

6.8.5.1 Break in Service. If, for three (3) consecutive semesters, an ETUM declines in writing all available assignments in a discipline, and/or fails to respond to the notice of available assignments in a discipline, the unit member shall lose ETUM status in that discipline. However, exceptions to removal from the list shall be made in the event of an approved leave or a documented medical circumstance. A unit member who has lost ETUM status due to a break in service shall be placed back into the appropriate temporary hiring pool.

6.8.5.2 Unsatisfactory Performance. In order to retain ETUM status, a satisfactory evaluation is required. ETUMs who receive an unsatisfactory evaluation during a scheduled evaluation cycle shall be provided with a written plan of remediation which the ETUM shall be expected to implement during the following semester of assignment.

Subsequent, off-schedule evaluations may be requested per 7.6-7.6.3 Chart E, for the sole purpose of assessing the ETUMs successful implementation of the written plan for remediation. The receipt of three (3) “unsatisfactory performance” evaluations within six (6) semester period shall result in the loss of ETUM status. UPM and the District shall refer to the Labor Management Committee development of the corresponding form for written plans of remediation. This form shall clearly identify the deficiency, the suggestions and resources for remediation, and the timeline to complete remediation. Any plan for remediation shall be limited to addressing the deficiency noted in the on-cycle evaluation.

6.8.5.3 Disciplinary Action. An ETUM unit member found in violation of Ed Code 87732 may lose ETUM status, as per the provisions set forth in Section 24.1.4. In such case, the unit member may, at the discretion of the District, be placed back in the hiring pool and considered for future assignments.

6.8.5.4 Requalification for ETUM status. If a unit member loses ETUM status and then subsequently regains ETUM status, the seniority of the unit member shall be based on the date ETUM status was reinstated.

6.8.6 Expedited Temporary Hiring.

6.8.6.1 Definition. "Expedited Temporary Hiring" refers to the hiring of an individual into a temporary academic position using the expedited selection process set forth in AP 7212 and 6.8.6.2 of the CBA. Neither this section nor AP 7212 regulates the hiring of short-term substitutes or emergency hires, as those terms are used under the Education Code. In addition to filling temporary credit or noncredit units pursuant to Article 6.8.1, the provisions of this section and the expedited hiring process described in AP 7212 shall also be used for the screening of external candidates to fill long-term substitute positions.

6.8.6.2 Expedited Hiring Procedures. The screening committee for an expedited temporary hiring shall contain at least one but no more than two unit members appointed by the Academic Senate President with the advice and consent of the Academic Senate. Individuals who are hired through an expedited process to fill temporary credit or noncredit units pursuant to Article 6.8.1 shall be placed in the qualified temporary pool.

External candidates who are hired solely for the purpose of filling a long-term substitute position using the expedited temporary hiring procedure shall not be placed into the temporary hiring pool.

6.8.6.3 Circumstance of Use. Using the expedited selection process, The District may offer temporary units or their equivalent to an external candidate who, in the absence of available and minimally qualified permanent/probationary unit members, ETUMs, or temporary hiring pool members, is needed on any basis permitted by law.

6.8.6.3 Notification to UDWC. Each semester, the District shall provide UDWC with a written notice of all assignments that have been accepted by expedited hires in a given discipline (See 8.3 i of the CBA). Notification shall include the name of the expedited hire, the corresponding discipline, and verification that the circumstances listed in 6.8.6.2 of the CBA were met.

6.9 – 6.11 DELETED

6.13 Temporary Assignments for Student Recruitment and Enrollment When the District uses K-12 faculty and staff to supervise tutoring or teach basic skills courses at the K-12 site, the following provisions shall apply:

- a) The assignment shall be considered a specialty course under the current terms and conditions of the agreement.
- b) The employee shall be hired as an "emergency hire" subject to annual renewal and therefore, exempted from the two semester rule in 6.8.1 (F) of the CBA.
- c) Employment in this category does not make the employee eligible for ETCUM, ETNUM status. Nor are current ETCUMs, ETNUMS, RETCUMS, RETNUMS, eligible for assignment to these positions. Nor are these positions available to permanent/probationary unit members for voluntary transfers or overloads.

32. Mendocino-Lake Community College District Full-time CBA 2020-2023

Part-time CBA Unavailable at Present

33. Merced Community College District CBA 2018-2021

2. Adjunct Faculty Assignments.

a. Maximum Allowable Full-Time Equivalent Faculty (FTEF):

- i. The District shall attempt to ensure, whenever practicable, that the FTEF assignment for any adjunct faculty member does not exceed 67% (sixty-seven percent) during any one academic semester.
- ii. All adjunct faculty may substitute on a day-to-day basis in classroom assignments without any change in their employment status (i.e., day-to-day substitution will not increase their assigned FTEF). Day-to-day substitution means substitute assignments of one or more days, consecutive or otherwise. Day-to-day substitution does not qualify toward priority of assignment.

b. Priority of Assignment Status:

For the purposes of this agreement, "Priority of Assignment" (POA) refers to the designation earned by adjunct faculty for assigned workload. Adjunct faculty who have earned POA will receive priority over other adjunct faculty. Adjunct faculty within a discipline who have earned POA are not assigned in any ranked order (i.e., seniority based on years of service, hire date, etc.) and are subject to right of assignment by the Dean. An adjunct faculty member will receive POA designation after all requirements are met and the application has been processed and approved. Qualifying semesters of service (fall and spring) are eligible to be counted for priority status beginning July 1, 2012.

c. Eligibility for Priority of Assignment (POA):

- i. For the purposes of this article only, "qualified" shall mean (1) meeting the state minimum qualification for the "Faculty Service Area" (FSA), (2) having adequate preparation for the specific course for assignment through appropriate education or experience, and (3) possessing effective expertise relevant to the specific course or assignment. The Dean or designee shall retain the "right of assignment" and will determine what courses or assignments will be offered to best meet the needs of the students and the area/department.
- ii. Adjunct faculty who have completed eight (8) consecutive semesters or eight (8) out of the last twelve (12) semesters of service within a specific discipline will become eligible to participate in the POA process for that discipline. There are no minimum number of units to be eligible for POA. Adjunct faculty who are either current contract or retired contract District employees are not eligible to participate in the POA program.
 1. Adjunct faculty are eligible to submit the POA application to the appropriate Dean or designee to initiate the POA process in the sixth (or later) semester of service. Adjunct faculty must receive an overall "satisfactory" level of performance on all of their evaluations within the qualifying period. Since a standardized adjunct evaluation summary form did not exist prior to July 1, 2018, qualifying POA adjuncts must comply with one of the following two options in order to move forward with the process:
 - a. The Dean and Faculty Lead within their primary discipline will review all evaluations within their personnel file during the qualifying period and complete the evaluation summary form for each evaluation by assigning an overall level of performance of "satisfactory" or "unsatisfactory" or

b. The qualifying adjunct faculty can elect to have a new evaluation completed by the subsequent semester after the initial application for POA status is submitted using the new evaluation summary form.

3. Priority of Assignment (POA) Rights.

a. To honor the schedule development process, POA rights begin at the beginning of the third semester following the semester during which the initial request was made. For example, if the adjunct faculty member makes the request during semester six (6), POA rights take effect at the beginning of semester nine (9). Semesters seven and eight may be used to schedule additional evaluations of the requesting adjunct faculty member. However, if an evaluation is not performed within this time period, it shall not negatively impact determination of POA.

b. POA rights will not be granted to adjunct faculty who have not initiated the above request with their appropriate Dean or designee.

4. Process of Determination of Adjunct Faculty Assignments.

After all eligible tenured/tenure-track regular load assignments have been made based upon program needs, adjunct faculty who have qualified for POA rights will be contacted by the appropriate Dean or designee and advised of the potential availability of assignments from their approved list. Assignments will be made following the adjunct faculty member's POA status as determined in Article XXIII above. The Dean or designee will make a good faith effort, whenever possible, to provide equitable load assignments to POA adjuncts.

5. Reductions.

a. In the event the assignment of an adjunct faculty member who has qualified for POA rights must be reduced due to program needs, the affected faculty member shall have the right to maintain their POA designation. The District will endeavor to maintain the workload of adjunct faculty.

b. In the event the above reduction must be made, the affected adjunct member shall not displace other adjunct faculty members until the subsequent semester.

c. In the above case, an adjunct faculty member displaced from an assignment will not lose their POA designation.

6. Break in Service.

a. Adjunct faculty who are not given any assignment for circumstances beyond their control (course cancellations, contraction of a discipline, etc.) will retain their POA designation for a period of four (4) consecutive academic semesters. Adjunct faculty who retire from under CALSTRS or CALPERS can retain their POA rights as long as they meet eligibility requirements.

7. Disqualifying and/or Losing POA Conditions. If an adjunct working in multiple disciplines is disqualified from POA in one discipline, this does not automatically disqualify the adjunct from earning or maintaining POA in a different discipline. Regardless of eligibility, adjunct faculty will not be awarded POA under any one of the following conditions:

a. Adjunct faculty members who have qualified for POA rights within a specific discipline who receive an unsatisfactory evaluation during any of their regularly scheduled evaluations (as defined in Article IX of the Agreement) will be provided with a written plan of remediation, which they will be expected to implement during their following semester of assignment. A subsequent evaluation will take place during the following semester of assignment, again following the procedure defined in Article IX of the Agreement. If this subsequent evaluation is again unsatisfactory (as defined above), the adjunct faculty member shall not receive an assignment the following semester in the discipline within which they are evaluated. In addition, their POA as an adjunct faculty member within this discipline of assignment shall be revoked.

b. Adjunct faculty member has not submitted final grades for a class in a timely fashion (within ten (10) working days of the last day of instruction for the semester) more than once within the previous four semesters taught.

c. Adjunct faculty member has not submitted census roster or positive daily attendance rosters by the prescribed deadline on more than one occasion during the period encompassing the four most recent qualifying semesters, and has been individually warned in writing by the Dean that subsequent failure will result in potential disqualification.

d. Adjunct faculty member has been absent from class, lab, or assigned staffing hours without proper notification and approval from the Dean on more than one occasion during the period encompassing the four most recent semesters.

e. Adjunct faculty member has been the subject of multiple unresolved and substantiated student complaints alleging violations of Education Code 87732. Student complaints must be documented and handled according to the District's student grievance procedures.

f. The District has found the adjunct faculty member to have violated a specific section of Education Code 87732.

g. Adjunct faculty member has not taught or has declined all assignments offered for more than two consecutive semesters, except under conditions covered under the FMLA (Family Medical Leave Act), CFRA (California Family Rights Act), and PDL (Pregnancy Disability Leave).

h. The Dean or designee may consider extenuating circumstances for any of the above conditions.

8. Exceptions to Granting POA.

a. POA is not available to Coaches for Intercollegiate/Athletic classes associated with the intercollegiate Coaching Contracts.

b. POA is not available for teaching under Instruction Service Agreement or Contract Education Courses.

34. Miracosta Community College District CBA 2018-2021

7.2 Reemployment Preference: The parties agree that an assignment process that honors the positive performance and longevity of unit members is a benefit to both the unit member and the District. The intent of this section is to provide reemployment security for unit members who meet professional

standards of performance and demonstrate a continuing commitment to the educational programs of the District.

a. Assignment of Work

1. Assignments will be made in the following order: to fulltime faculty, to unit members with reemployment preference as outlined below, and then to unit members without preference. It is understood that in the event a full-time faculty member's regular assignment is cancelled or reduced, the full-time faculty member may be assigned to replace a unit member.
2. The scheduling and assignment of work shall be at the discretion of the deans/vice president in accordance with the reemployment preference process outlined below in 7.2.b.
3. To facilitate the assignment process, the District will request information from unit members as to the days and times the unit member may be available to work.

b. Reemployment Preference Process

1. Grandparenting of Reemployment Preference: Unit members in Classes I-VI, Step 7 or higher, as of July 1, 2018 shall be granted reemployment preference upon ratification of this Agreement. Grand parented unit members shall be eligible for the assignment of courses under the reemployment preference process outlined herein as of Fall 2019.

a) The District shall provide the President of the Mira Costa College Academic Associate Faculty with a list of all grand parented unit members for Fall 2018 and Spring 2019. A copy of the list shall also be provided to all instructional and student services deans, and the appropriate vice presidents, for use in scheduling.

b) For grandparented unit members, the assigned schedules for Fall 2018 and Spring 2019 will be maintained except in the following circumstances: class cancellation, low enrollment, or to complete the load for a fulltime faculty member.

2. Unit members who do not meet the criteria above for grandparented status as of July 1, 2018 will be eligible for reemployment preference after having completed at least six (6) semesters (summer intersession excluded) within a consecutive four (4) year period beginning Fall 2017.

3. Non-grandparented unit members will receive reemployment preference when the following conditions have been met:

a) The unit member has met the standards of performance that are required of faculty in the District. (See Article 9 of this Agreement.) This shall require the receipt of at least two (2) Positive evaluations.

i. The phrase "positive evaluation" shall mean the receipt of an overall "Meets Expectations" or "Exceeds Expectations" evaluation rating.

ii. A unit member may use a prior positive evaluation from Fall 2016 to the present to request reemployment preference.

b) The unit member must submit a reemployment preference request form to the dean of their department for verification of eligibility to be placed on the reemployment preference list.

i. The reemployment preference request form must be submitted to the dean of the department by the last day of the second week of the semester to determine eligibility for assignments for the following semester.

ii. If the unit member has not been evaluated at least twice at the time they are eligible to request reemployment preference, the District shall schedule a performance evaluation for the unit member. Unit members who have been evaluated at least twice, but who have not received two positive evaluations, will continue to be evaluated under the regular evaluation cycle.

c) Priority for Assignments: priority for assignments will be made to the unit members who have the longest record of service to the District based on the initial date of hire and prior successful service in the specific course, librarian, or counseling (DSPS, SSSP, etc.) assignment. When two or more unit members with reemployment preference are equally qualified for a course, librarian, or counseling assignment, the assignment decision will be made by drawing lots.

c. Exceptions to Reemployment Preference

1. A unit member shall not earn reemployment preference while teaching Honors contracts, internships, or work experience.

2. Each semester the District may restrict the greater of 10% of the total number of available associate faculty teaching assignments in each discipline (rounded to the nearest 0.20 FTE) OR one (1) course section, OR eight (8) hours/week in a non-instructional assignment for the purpose of hiring new associate faculty.

d. Priority of Assignment and Class Reductions

1. Class assignments may not be changed once the "My Term Workload" has been signed and submitted (electronically) in SURF indicating acceptance of the job offer without the written consent of the unit member or under the conditions described below:

a) A full-time faculty member may be assigned to replace a unit member in the event the full-time faculty member's regular assignment is cancelled or reduced due to insufficient enrollment.

b) Class is cancelled due to insufficient enrollment.

2. Where a reduction in schedule needs to occur due to program needs, budget constraints, or more contract faculty hires, the reduction will occur first from unit members who have not yet qualified to be placed on the reemployment preference list. Thereafter, any reduction shall occur in reverse order, with the least senior unit member reduced first. The intended result of this process shall be to displace the unit member with the least (or no) reemployment preference.
3. In the event a reduction must be made after the first day of the semester or term, the affected unit member shall not displace other unit members until the subsequent semester or term.

e. Loss of Reemployment Preference

1. The reemployment preference of a unit member may be suspended or terminated if they do not, as evidenced by formal evaluation, meet the standards of performance that are required of faculty in the District. (See Article 9 of this Agreement.)
2. A unit member will lose reemployment preference if they decline all offered assignments for three consecutive semesters, except under number 5 below.
3. A unit member will lose reemployment preference if they fail to maintain current licensing or certification requirements.
4. A unit member may lose reemployment preference if they violate established district policies and procedures, repeatedly fail to meet required Flex obligations, or are subject to formal discipline by the District.
5. A unit member will not suffer a loss or reduction in reemployment preference if any one of the following conditions is met:
 - a) The unit member is unable to accept or commence an assignment due to serious illness, or the serious illness or death of a child, parent, spouse or domestic partner.
 - b) In the event of extenuating circumstances, a unit member may submit a written request to the dean forty-five (45) calendar days before the beginning of the semester stating that they are unable to accept an assignment during the upcoming semester but that they want to maintain their reemployment preference. Any such request is subject to approval from the dean and the appropriate vice-president. "Extenuating circumstances" includes an opportunity for professional growth, request for leave related to pregnancy or bonding leave for a biological, adopted, or foster child, or the recent death of a member of the immediate family (not subject to the 45 day window). The decision of the dean and/or vice-president shall not be subject to the grievance procedure.
 - c) Qualifying military leave granted in accordance with the California Military & Veterans Code section 389 et. seq. and the federal Uniformed Services

Employment and Reemployment Rights Act ("USERRA"), 38 U.S.C. section 4301, et. seq. (See also section 15.8).

f. Notification of Loss of Assignment. A unit member who has earned reemployment preference will be notified in writing by the dean or designee as soon as it appears that he/she may not be offered a class(es) for the next semester that the unit member had taught for that time. When reasonably possible the notification shall not be later than the department's final schedule submission.

g. All assignments for unit members are temporary in nature, contingent on enrollment, funding, and program changes, and no unit member has a reasonable assurance of continued employment at any point in time, regardless of the status, the length of service, or reemployment preference status of the unit member.

7.3 Scheduling decisions that violate the reemployment preference procedures outlined above shall be subject to the grievance procedures set forth herein.

7.4 The District will not consider fringe-benefit eligibility in determining assignments.

35. Monterey Peninsula Community College District CBA 2019-2022

20.7 Relinquishment of Reemployment Preference

Adjunct Faculty members shall not retain a reemployment preference if:

1. The Adjunct Faculty member receives an unsatisfactory evaluation, or more than one Needs Improvement evaluation. In the prior four academic years;
2. The Adjunct Faculty member does not complete an assignment previously accepted;
3. The Adjunct Faculty member was absent from class, lab, or other assigned hours without proper notification/approval;
4. The Adjunct Faculty member rescinds his/her acceptance of an assignment offered by the District;
5. The Adjunct Faculty member does not hold office hours or student advisement time as scheduled by the Adjunct Faculty member;
6. The Adjunct Faculty member has declined the District's offer of assignment(s) for one semester, except under conditions of state and federal leave laws;
7. The Adjunct Faculty member does not fulfill professional duties associated with the assignment, including, but not limited to;
 - a. Timely submission of grades by the established deadlines;
 - b. Timely submission of census rosters, positive attendance rosters, and class rosters by the established deadlines;

c. Timely communications with students, including regular and effective contact in online classes where assigned;

d. Participation in course assessment as part of Flex activities or other paid assignment.

8. The Adjunct Faculty member engages in conduct in violation of District policies, procedures, or that which is described in Section 87732 of the Education Code.

20.8 Discipline, Suspension, and Termination of Adjunct Faculty Prior to the Completion of the Assignment

20.8.1 Adjunct Faculty without a reemployment preference serve as temporary employees at the discretion of the Governing Board.

20.8.2 Adjunct Faculty with a reemployment preference may be disciplined, suspended, or dismissed for misconduct during an assignment pursuant to the procedure described below. Upon discipline, suspension, or dismissal under this procedure, the Adjunct Faculty member will and shall not retain a reemployment preference.

20.8.2.1 To initiate disciplinary action under this procedure, the relevant Dean shall provide the Adjunct Faculty member with written notice of the proposed discipline.

This notice shall include the facts upon which discipline is based and attach any documentation upon which the discipline is based.

20.8.2.2 The Adjunct Faculty member will be afforded an opportunity to respond in written form to or to request a pre-disciplinary meeting with a "reasonably impartial and uninvolved" officer on or before the 10 day after service of the notice. If a meeting is requested, the meeting shall be scheduled within five days after the request is received.

20.8.2.3 After the consideration of a timely written response, after a predisciplinary meeting has been conducted, or after the fifth day if the Adjunct Faculty member does not timely respond, the District shall issue its final notice of disciplinary action, which shall become effective upon service.

20.8.2.4 The Adjunct Faculty member may request a hearing before the Governing Board by filing a written request with the Superintendent/President's office on or before the tenth business day after service of the final notice of disciplinary action.

20.8.2.5 At its discretion, the Board may hear the Adjunct Faculty member's concerns, or adopt the final notice of disciplinary action without a hearing. Notice of the Board's disposition shall be provided to the Adjunct Faculty member within five business days after the disposition is reached. This will constitute the exclusive administrative appeal procedure for disciplinary action under this Article.

36. Mt. San Antonio Community College District CBA 2019-2022

10.R. Adjunct Faculty Rehire Rights: Adjunct faculty who have been employed for eight (8) semesters or more, three of which occurred in the most recent three (3) years, and whose two most recent evaluations exhibit an overall summary in classroom visitation and department chair summary of "meets the standard" shall be granted rehire rights. Any adjunct faculty with rehire rights shall have priority of assignment based on the priority lists established in Article 10.R.1. for one (1) class in their discipline,

within the department in which rehire rights were earned. This priority of assignment shall be honored during all primary and intersession terms. A class is defined as a CRN (course reference number) except in cases of lecture/lab classes that are scheduled independent of one another.

In those cases, the priority of assignment may include only one portion of the class. This class will generally be assigned from those that the professor has taught during the four (4) years or more time period and/or that the chair, dean, and professor mutually agree that the professor is qualified to teach. The class assignment shall be made within the time period the adjunct faculty member has designated as preferable if appropriate classes are scheduled in that time period. The adjunct faculty with rehire rights shall be assigned a class in order of priority provided that the professor is available to teach the class. The District is not limited to offering only one class to adjunct faculty. For counseling adjunct faculty, the priority of assignment for one (1) class shall be equivalent to six (6) hours of counseling per week.

10.R.1. Priority Lists: "Expertise" is defined to include all courses the professor has previously taught at Mt. SAC during the four (4) years or more period and/or those that the chair, dean, and professor mutually agree that the professor is qualified to teach. Departments shall establish priority lists of faculty with expertise by discipline. The lists shall be ordered by initial date of hire, then if a tie by the number of sections previously taught at Mt. SAC, then if a tie by the most recent classroom evaluation scores, then if a tie by lottery.

10. R.2 Exceptions: An exception may be established by the Vice President of Instruction for very small departments where developing/sustaining a pool of hiring qualified professors could be at risk as a result of this process.

An alternative priority of assignment process (utilizing the same guiding principles) may be established via a Memorandum of Understanding (MOU) between the dean, the chair and the Association, and it will serve as an addendum to this Agreement.

10. R.2.a. Classified employees of the College hired to serve as adjunct professors shall not earn rehire rights. Rehire rights previously acquired by classified employees shall be null and void.

10. R.3. Suspension of Rehire Right: This rehire right is suspended when an adjunct faculty member receives an overall summary evaluation in classroom visitation or department chair summary evaluation of "performance does not meet the standard" or has a break in service of more than two (2) years. Note that a summary evaluation of "improvement recommended" does not suspend rehire rights, but may lead to additional evaluations per Article 18.L. The rehire right is reinstated when the adjunct faculty member receives two (2) consecutive "meets the standard" evaluations for all methods of evaluation. These evaluations will occur the next two (2) semesters that the professor actually teaches and will include classroom visitations, student evaluations and a summary evaluation which is completed by the appropriate department chair.

10. R.4. Status Quo Assignment of Load: If adequate class sections are available within a professor's stated available times, the department shall strive to assign that professor at least the same load they enjoyed in the same semester the previous year, up to the limit of 67% (10 LHE).

10. R.5. Retired Faculty Right: Retired full-time faculty who become adjunct professors will carry their entire service tenure for purposes of this one class assignment right in their discipline.

10.R.6. Contingent Status of Reemployment: In all cases, adjunct faculty assignments shall be temporary in nature contingent on enrollment and funding, and subject to program changes, and no adjunct faculty member shall have reasonable assurance of continued employment at any point, irrespective of the status, length of service, or reemployment preference of that adjunct temporary faculty member.

10. S. Adjunct Faculty Participation in Departments:

10.S.1. Adjunct faculty will be welcome to provide input and express opinions in a collegial manner to their departments.

10.S.1.a. Adjunct faculty not teaching in the School of Continuing Education who attend department meetings or participate in department committees other than meetings focused on Student Learning Outcome (SLO) assessment and dialogue shall not be compensated for such participation.

10. S.1.b. Adjunct faculty shall be paid for no more than three hours per academic year at the nonteaching hourly rate for district approved participation in meetings focused on outcomes assessment and dialogue. The District may authorize additional paid participation.

10. S.1.c. Adjunct faculty teaching in the School of Continuing Education shall be paid for no less than one (1) and no more than four (4) hours per primary term at the non-teaching hourly rate if they voluntarily attend program or division meetings called by management for topics other than outcomes.

10. S.2. Input from adjunct faculty members with rehire rights will be tallied using the normal communication protocols established by each department. Full-time faculty in each department shall establish policy as to whether such input shall be binding or non-binding. The departments shall have no obligation to assure full participation.

37. Mt. San Jacinto Community College District CBA 2019-2022

5.2 Scheduling of Associate Faculty

To meet the needs of the District, the scheduling and assignment of bargaining unit members shall be at the discretion of the appropriate department chairs, deans, vice presidents, or other appropriate administrators.

5.2.1 Bargaining unit employees are "temporary employees" in accordance with the Education Code Section 87482.5. Nothing contained in this section nor in any article of this agreement places a legal obligation on the District to provide continuing employment for bargaining unit employees.

5.2.2 When there is need for additional faculty service beyond that provided by regular and/or contracted employees, the following factors shall be considered in developing the schedule for Associate Faculty. As referenced in this article, "consideration" means that there is careful thought, attention, or deliberation regarding the decision. Consideration does not mean guarantee, but it requires an importance being given to the scheduling of bargaining unit employees.

Factors (not in priority order) to be considered are:

- Service with the college - Bargaining unit members will receive priority consideration for assignments, based upon the number of semesters previously taught for the District.

- Educational preparation, specialization, and recency in their discipline.
- Satisfactory performance on their last evaluation.
- Availability for teaching as reported on the Associate Faculty Availability Information form submitted to the District by the deadline specified in 5.2.6.
- Recognized accomplishments that demonstrate expertise and skill in the field of study, beyond that achieved through formal education or unique qualities that would enrich the educational offerings of the District.

5.2.3 The preceding factors are to be weighed only when making the initial assignment of courses for any given semester.

5.2.4 The District may cancel or change an assignment for administrative reasons. Bargaining unit members may be compensated when appropriate for canceled classes. The District will compensate an Associate Faculty member a flat course preparation fee of \$150.00 whose class is canceled during the week prior to the beginning of the semester or term, or during the first week of regular instruction, and who does not receive any other teaching or non-teaching assignment. The District shall pay no compensation for the canceled classes if the Associate Faculty member is offered and accepts another class or non-teaching assignment by the District. The District will compensate an Associate Faculty member whose class is canceled after the first week of regular instruction for the actual hours worked of the semester length or equivalent class. Consideration for assignment does not guarantee that a bargaining unit member will be assigned to a particular teaching or non-teaching load or pattern of scheduling as assignments may vary from semester to semester. However, the District will attempt to accommodate scheduling requests as long as these requests do not conflict with standard policies or with the agreement between the bargaining unit and the District.

5.2.5 In order to provide a mechanism by which the District can be advised of the availability of a given bargaining unit member for future employment, the District shall distribute, once during each semester of every academic year, an Associate Faculty Availability Information Form to the bargaining unit employee who shall return the form to the District (See Appendix D)

38. Napa Valley Community College District CBA 2017-2020

ARTICLE 17 – PART-TIME FACULTY SENIORITY RIGHTS

Napa Valley College recognizes the essential role of part-time faculty. The objective of this article is to institute guidelines designed to provide reasonable continuity, protection and predictability to both unit members and the District relative to the on-going process of making unit member assignments.

17.1 To facilitate the part-time, unit member seniority list process, the District shall maintain a seniority list of all part-time faculty who have taught for four out of six semesters (fall/spring, beginning in the fall of 2018) with satisfactory service as determined by the following criteria:

- A. Courses previously and/or currently taught by part-time faculty member
- B. Evaluations beginning in fall semester of 2018
- C. Skills related to courses offered, counseling service hours, or librarian hours in a specific department

D. Adherence to District policies and procedures

E. Timely completion of learning outcomes assessments as assigned

17.2 Seniority List Procedure:

17.2.1 The evaluation process for seniority list placement shall begin in the fall semester of 2018.

17.2.2 The evaluation shall be completed by the Dean in coordination with the Division Chair, Program/Department Coordinator or voluntary designee.

17.2.3 No fewer than one (1) student evaluation and one (1) classroom observation conducted by a faculty peer shall be completed per academic year prior to inclusion on the list. The lack of an evaluation will be the equivalent of a positive evaluation. The District may choose to conduct a simultaneous administrative evaluation.

17.2.4 Beginning in the fall of 2020, part-time faculty who have taught for four of the last six semesters (fall/spring, beginning in the fall of 2018) shall be placed on a discipline-specific seniority list of part-time faculty. Part-time faculty hired in the spring shall begin the evaluation process the following fall.

17.2.5 The District shall maintain a current discipline-specific seniority list of part-time faculty. Date of hire and teaching schedule for the past four semesters will create the initial seniority lists.

17.2.6 After inclusion on the seniority list, student evaluations and classroom observations shall be completed every three academic years thereafter.

17.3 Part-time faculty who have been placed on the seniority list based on the above criteria shall have first right of refusal for no less than one (1) class assignment(s) they have previously taught and for which they have received positive evaluations and will be contingent on assignment availability.

17.4 Part-time faculty shall have the right to refuse an assignment for one (1) semester only. Refusal of a second (2nd) assignment may result in the faculty member's removal from the seniority list.

17.4.1 The part-time faculty member may apply for "leave" for something that is comparable to those defined in the Family Medical Leave Act (FMLA) such as birth, adoption or placement of a foster child; to care for a seriously ill family member or domestic partner; or medical leave for the serious illness of the faculty member.

17.5 If two or more part-time faculty members within the same department possess the same hire date, they shall have their seniority standing determined by lot.

17.6 Part-time faculty members may be removed from the seniority list if the part-time faculty evaluation process concludes with a "needs improvement" or "unsatisfactory" rating based upon classroom observation, student evaluation and/or administrative evaluation.

39. North Orange County Community College District CBA 2018-2021

ARTICLE 6

ASSIGNMENT AND SCHEDULING

6.1 Request for Assignment

6.1.1 The District shall make available forms, which shall be posted on the North Orange County Community College District website, on which Unit Members may request assignments and load (up to sixty (60) percent) for a regular semester or trimester and indicate the assignment(s) and load they would be willing to assume for that semester or trimester.

6.1.2 For an assignment request to be valid and eligible for consideration, the District assignment request form, properly completed, signed and dated, must be submitted within the specified window period and received in the appropriate office by the specified deadline as follows:

6.1.2.1 College Semester Assignment Requests

6.1.2.1.1 College Fall Semester Assignment Request: Form must be received in the appropriate division office not later than the first instructional day of November of the previous fall semester, but not earlier than the first instructional day of the previous fall semester.

6.1.2.1.2 College Spring Semester Assignment Request: Form must be received in the appropriate division office not later than the first instructional day of April of the previous spring semester, but not earlier than the first instructional day of the previous spring semester.

6.1.2.1.3 A separate assignment request form must be submitted for each semester. Requests for teaching assignments must specify each course the Unit Member would be willing to assume as an assignment.

6.1.2.2 North Orange Continuing Education Trimester Assignment Requests:

6.1.2.2.1 North Orange Continuing Education Fall Trimester Assignment Request: Form must be received in the appropriate department office not later than the last instructional day of the previous winter trimester, but not earlier than the first instructional day of the previous winter trimester.

6.1.2.2.2 North Orange Continuing Education Winter Trimester Assignment Request: Form must be received in the appropriate department office not later than the last instructional day of the previous spring trimester, but not earlier than the first instructional day of the previous spring trimester.

6.1.2.2.3 North Orange Continuing Education Spring Trimester Assignment Request: Form must be received in the appropriate department office not later than the last instructional day of the previous spring trimester, but not earlier than the first instructional day of the previous spring trimester.

6.1.2.2.4 A separate assignment request form must be submitted for each trimester. Request for teaching assignments must specify each course the Unit Member would be willing to assume as an assignment.

6.1.3 The District shall have the right to modify the forms from time to time, at its discretion. However, the District will consult with the Union prior to implementing changes in the forms.

6.2 Preferred Consideration of Request for Assignment

6.2.1 A Unit member who submits a timely and properly completed request for assignment form in accordance with the provisions of section 6.1.2 et. seq., will be given preferred consideration with

respect to the Unit Member's Request for assignment in a regular semester or trimester if, by the deadline for receipt of the assignment request form, all of the following apply:

6.2.1.1 the Unit Member has completed at least a thirty-three (33) percent load for each of four (4) regular semesters within the previous six (6) consecutive regular trimesters within the department or area offering the requested assignment(s), including the semester by which the request from must be submitted (college assignments); or the Unit Member has completed at least a thirty-three (33) percent load for each of six (6) regular trimesters within the previous nine (9) consecutive regular trimesters within the department or area offering the requested assignment(s), including the trimester by which the request must be submitted (North Orange Continuing Education assignments);

6.2.1.2 the Unit Member has no overall "needs improvement" or "unsatisfactory" administrative evaluations during the applicable previous six (6) consecutive regular semesters or previous nine (9) consecutive regular trimesters;

6.2.1.3 the Unit Member has not declined, in whole or in part, two offers of assignment during the applicable previous six (6) consecutive regular semesters or previous nine (9) consecutive regular trimesters.

6.2.2 Accordance of preferred consideration for assignments shall be subject to the following, as determined by the District;

6.2.2.1 the availability of requested assignments after regular and contract faculty schedules have been finalized;

6.2.2.2 the Unit Member's qualifications for the requested assignment(s), including, but not limited to, the Unit Member's possession of adequate preparation for the assignment through appropriate education or experience, possession of the effective skills relevant to the assignment, possession of particular expertise relevant to the assignment, recency of education preparation, experience and skills relevant to the assignment, prior successful service in the assignment within the department, and recency of performance of the requested assignment within the department;

6.2.2.3 the Unit Member's past performance during the applicable previous six (6) consecutive regular semesters or previous nine (9) consecutive regular trimesters, including, but not limited to, prior performance evaluations, compliance with employee responsibilities as provided in this Agreement, and other indicators of performance;

6.2.2.4 the need to promote diversity, particular expertise, and recency of skill sets within the department or area.

6.2.3 In the event of a conflict among equally qualified Unit Members who have submitted timely and valid requests for assignment and who meet the requirements for preferred consideration of their requests, priority for assignment will normally be accorded the Unit Member with the greatest length of service. Length of service shall be determined by the number of regular semesters or trimesters of actual service, after July 1, 1997, as a Unit Member within the department offering the requested assignment(s). In the event the Unit Members have equal length of service within the department, any conflict in assignment requests shall be decided by the Immediate Management Supervisor.

6.2.4 A Unit Member who is granted an approved Legislative or Organizational Leave pursuant to the provisions of Article 14, and is eligible for preferred assignment consideration at the time the leave is granted, shall retain the Unit Member's length of service position and shall be entitled to preferred status upon return from the leave.

6.3 Conditions of Employment

6.3.1 Adjunct faculty are temporary employees; the District may employ adjunct faculty on a temporary basis, as needed, either during a specific academic term, or from term to term, at its discretion. The District shall retain all customary and usual powers, functions and authority with respect to the employment, retention and termination of temporary faculty members to the full extent of the law, any provisions of this Agreement notwithstanding.

6.3.2 Unless specifically approved by the Vice Chancellor of Human Resources or designee, the employment of adjunct faculty during any term shall not exceed, for all assignments within the District, sixty-seven (67) percent of the load of scheduled duties for a full-time regular faculty member having comparable duties averaged over the semester or trimester.

40. Ohlone Community College District CBA 2017-2020

10.11 Re-employment Preference for Part-Time Faculty

Effective Spring 2018, the District will establish re-employment preference status for part-time faculty, based on years of experience and satisfactory evaluations. The details of the criteria and the specifics of the assignment process are in Appendix P of this contract.

Appendix P

Part-Time Faculty Re-Employment Preference

Ohlone College appreciates the educational and institutional contributions of a dedicated team of part-time faculty. Commencing in Fall 2017, Per Ed Code section 87482.3, the District will grant reemployment preference to part-time faculty who have established a pattern of quality service at the District. The intent of this article is to establish standards under which the District will offer assignments to all part-time faculty who have re-employment preference prior to offering assignments to part-time faculty who do not yet have such preference. However, it is understood that part-time faculty members

are temporary employees, subject to the provisions of the Education Code and Article 10.5 of this Agreement.

1. Gaining and Maintaining Re-Employment Preference

a. A newly-hired part-time faculty member shall gain re-employment preference after having three consecutive satisfactory annual evaluations. If the new faculty member receives an unsatisfactory evaluation in his/her first three years of service and the District still decides to re-hire the faculty member at that time, the count of satisfactory evaluations will re-start at the time of re-hire. If the new faculty member has a break in service for a year or more and the District decides to re-hire the faculty member, the District will have the option of requiring a re-start on the evaluation count, depending on the nature of the break in service.

b. A part-time faculty member who has gained re-employment preference will forfeit that preference if (i) he/she has a break in service of two academic years or (ii) he/she has two consecutive unsatisfactory evaluations. If the District re-hires the faculty member, he/she will regain re-employment preference upon earning two satisfactory evaluations in two consecutive academic years.

c. Any part-time faculty member who has been employed at the District during at least four academic years since Fall 2010 and has received at least two evaluations prior to Spring 2018 will be granted reemployment preference, effective Spring 2018. Additionally, any Ohlone retired full-time faculty member who now teaches part-time will also be granted re-employment preference, effective Spring 2018. Any other part-time faculty member employed prior to Fall 2017 may count any existing evaluations toward the three required to earn re-employment preference.

2. Part-Time Faculty Assignments

a. No later than 45 days in advance of assignment offer dates (see Section e, below), the District (via the Division Deans or designee) will request assignment interests from part-time faculty who have reemployment preference. Such assignment interests will include preferred days, times, courses, and load, as applicable. The District will do its best to take into account the time availability and assignment interests of the part-time faculty with re-employment preference, however, faculty do not have guarantees to specific assignment requests. The District maintains the right to establish the instructional and non-instructional schedule as it determines will meet student needs.

b. Prior to making any offers to part-time faculty who do not have re-employment preference, the District will offer each part-time faculty member with re-employment preference an assignment until all such faculty members have been offered an assignment or the existence of assignments has been exhausted.

c. Any additional qualifications for a specific course or assignment beyond standard minimum qualifications must be pre-established by the department and maintained on file with the Division Dean. Such additional qualification would be required of both full-time and part-time faculty.

41. Palo Verde Community College District CBA 2019-2022

4.16 PART-TIME UNIT MEMBER REEMPLOYMENT PREFERENCES

a. Part-Time Unit Member assignments shall be made to in order to meet the needs of the

District and in consideration of the following factors:

- (1) Qualifications
- (2) Satisfactory evaluations
- (3) The availability, willingness, and expertise of part-time faculty to teach specific classes or take on specific assignments that are necessary for student instruction or service
- (4) Appropriate assignments for full-time faculty members
- (5) The scheduling needs of the District
- (6) Hire date and the number of courses taught or hours worked by unit members performing non-instructional duties, at the District. In all cases, Part-Time Unit Member assignments shall be temporary in nature, contingent on enrollment and funding, and subject to program changes. No Part-Time Unit Member shall have reasonable assurance of continued employment at any point, irrespective of the status, length of service, or reemployment preference of that Part-Time Unit Member.

b. Eligibility: After eight semesters of employment within eight consecutive years with the District, with an assignment of at least three units or 20% of a full time assignment for non-instructional unit members for each of the eight semesters, a Part-Time Unit Member shall be entitled to reemployment preferences, provided that the member has not received less than a satisfactory evaluation during the four prior years.

- (1) Within the schedule of classes/hours as determined by the District, Part-Time Unit Members with reemployment preferences will have a preference over other part-time faculty members to continue teaching/working a load equal to no less than 20% of a full-time unit member load.
- (2) Any additional assignments shall be made at the District's discretion after all assignments based on reemployment preference have been made each semester. Upon completing all assignments based on reemployment preference, the District may assign the Part-Time Unit Member additional work up to a maximum of 67% per academic year.
- (3) Work performed during summer session shall not be counted in determining a bPart-Time Unit Member's load.
- (4) Part-Time Unit Members who have achieved reemployment preference will lose reemployment preference if they receive two negative evaluations including an improvement plan between evaluations. Part-Time Unit Members who have not achieved reemployment preference who receive an unsatisfactory evaluation shall lose time served toward reemployment preferences.
- (5) The reemployment preference articulated in this Section are for initial scheduled assignments only and are for units/percentage of load, not specific courses. In the event a class/assignment is canceled, there are no bumping rights.

c. Termination of Reemployment Preference of Part-Time Unit Members

(1) Part-time Unit Members with Reemployment preference may be removed from the reemployment preference process by the District for the following:

(a) Negative evaluation for two consecutive evaluation cycles with a failure to improve after an improvement plan is developed and reevaluation is concluded.

(b) Refusal of an assignment for more than one (1) semester within a three year period without legitimate cause. Legitimate cause is illness of the Part-Time Unit Member or a member of the Part-Time Unit Member's immediate family or a call to military service. Refusal of a second (2nd) assignment within the three-year period without legitimate cause may result in the Part-Time Unit Member's removal from the reemployment preference process.

(2) Part-Time Unit Members without Reemployment preference may be terminated or not rehired by the District in accordance with the Education Code and applicable law.

42. Palomar Community College District CBA 2019-2022

20.10 Re-Employment Preference for Part-Time Faculty

DEFINITIONS:

INSTRUCTIONAL BASE LOAD: the average of contact hours taught as a part-time instructor since date of part-time hire by the District (not including summer or intersessions). This number is individual per part-time faculty member, per department, and changes each year. In multidisciplinary departments the Department Chair or designee will be responsible for indicating the appropriate discipline per faculty member. Due to data limitations, this base load will be calculated from Fall 1999 on. The intent is to be as close to the base load as possible and practicable.

NON-CREDIT BASE LOAD: 75% of the average of hours worked/taught per month as a part-time faculty member since the date of part-time hire by the District. This number is individual per part-time faculty member and changes each year. This calculation is based on the fact that credit load is 15 hours and non-credit load is 20 hours, therefore the ratio is 75%. Due to data limitations, this base load will be calculated from Fall 1999 on.

NON-INSTRUCTIONAL BASE LOAD: The average of hours worked per month as a part-time faculty member since the date of part-time hire by the District. This number is individual per faculty member and changes each year. Due to data limitations, this base load will be calculated from Fall 1999 on.

INTERRUPTION OF SERVICE: A break in service of 3 consecutive semesters (not including summer or intersessions) or more, for any reason excluding class cancellations or reassignment of accepted courses to full-time faculty.

INSTRUCTIONAL/NON-CREDIT PRIORITY NUMBER (PN): calculated by multiplying the number of fall and spring semesters taught as a part-time faculty member since date of hire, without interruption of service, by the total number of units taught during all fall and spring semesters since date of hire. Due to data limitations, the PN will be calculated from Fall 1999 on. This number is individual per part-time faculty member, per discipline, and changes each year. Summer does not factor into PN calculation.

NON-INSTRUCTIONAL PRIORITY NUMBER (PN): calculated by multiplying the number of months worked/taught as a part-time faculty member since date of hire, without interruption of service, by the total number of hours worked/taught since date of hire. This number is individual per part-time faculty member and changes each year. Example: 61 hours worked/taught in the first month, 54 hours worked/taught in the second month, 70 hours worked/taught in the third month = 185 hours multiplied by 3 = PN of 555.

EXAMPLES:

Part Time Faculty Member A (all credit courses):

Taught Spring 2016 (6 units or contact hours/week) Fall 2016 (9 contact hours/week), Spring 2017 (6 contact hours/week) Fall 2017 (9 contact hours/week), Spring 2018 (6 contact hours/week), Summer 2018* (6 contact hours), Fall 2018 (3 contact hours) = 6 semesters taught. *Summer does not factor into PN or Base Load calculations.

- PN Calculation: 39 contact hours taught x 6 semesters = PN of 234
- Base Load Calculation: 39 contact hours taught / 6 semesters = Base Load of 6.5 contact hours/units

Part Time Faculty Member B (all noncredit courses):

Taught Fall 2016 (12 NC hours/week), Spring 2017 (10 NC hours/week), Fall 2017 (12 NC hours/week), Spring 2018 (10 NC hours/week), Summer 2018* (6 NC hours/week), Fall 2018 (NC hours/week), Spring 2019 (10 NC hours/week = 6 semesters taught. *Summer does not factor into PN or Base Load Calculations.

Because the full load for noncredit (20 hours) is different than the full load for credit (15 hours), the hours counted for PN and Base Load will use a 15:20 ratio. Each noncredit hour will count as 75% of a credit hour.

- PN Calculation: 66 noncredit hours taught x .75 = 49.5 contact hours taught x 6 semesters taught = PN of 297
- Base Load Calculation: 44 noncredit hours taught x .75 = 49.5 contact hours taught / 6 semesters = Base Load of 8.25 ≈ 8 (round to the closest whole hour)

Part Time Faculty Member C (noncredit & credit assignments):

Taught Fall 2016 (5 contact hours/week + 4 NC hours/week), Spring 2017 (3 contact hours/week + 6 NC hours/week), Fall 2017 (5 contact hours/week + 4 NC hours/week), Spring 2018 (3 contact hours/week + 6 NC hours/week), Fall 2018 (12 NC hours/week), Spring 2019 (10 contact hours/week) = 6 semesters taught. Total: 32 NC hours/week and 26 units or contact hours/week.

Because the full load for noncredit (20 hours) is different than the full load for credit (15 hours), the hours counted for PN and Base Load will use a 15:20 ratio.

Each noncredit hour will count as 75% of a credit hour.

- PN Calculation: $32 \text{ noncredit hours taught} \times .75 = 24 \text{ contact hours taught} + 26 \text{ units or contact hours} = 50 \text{ total hours} \times 6 \text{ semesters taught} = \text{PN of } 300$
- Base Load Calculation: $32 \text{ noncredit hours taught} \times .75 = 24 \text{ contact hours taught} + 26 \text{ units or contact hours} = 50 \text{ total hours} / 6 \text{ semesters} = \text{Base Load of } 8.333 \approx 8$ (round to the closest whole hour)

Part-time faculty members who meet professional standards of performance and demonstrate a continuing commitment to the educational programs of Palomar College shall receive preferential consideration for continuing part-time assignments. This preferential consideration shall be based upon evaluations and their priority number (PN) as provided in this Section and per Education Code 87482.3. The intent of SB 1379 is that part-time faculty will be offered 60-67% loads whenever practical.

20.10.1 To receive preferential consideration a faculty member must achieve a rating of Standard Professional Performance or Standard Professional Performance or better in two consecutive peer evaluations in a single discipline at Palomar College (as provided in Article 17); and teach six semesters in that discipline at Palomar College within the preceding six (6) consecutive academic years. The responsibility of ensuring timely evaluations, at least once every three years, rests with the department.

20.10.1.1 The priority number (PN) can change each year, and shall be determined by Human Resource Services, who will calculate the number of semesters since hire without interruption of service x the number of units taught. See definition above.

20.10.1.2 Initial eligibility for preferential consideration shall require a rating of Standard Professional Performance or better on two (2) consecutive peer evaluations in the discipline the faculty member is seeking an assignment. If the evaluations report is not completed and/or submitted to TERB in a timely manner, the faculty member will be considered to be of Standard Professional Performance.

20.10.1.3 A semester in which the faculty member declines or is not offered an assignment due to serious illness, or the serious illness or death of a child, parent, spouse or domestic partner, or other compelling reason, shall not cause that faculty member to be ineligible for preferential consideration. Written documentation shall be provided to the Department Chair stating the specific circumstances for requesting this exception. Part-time faculty members who decline or are not offered an assignment in these circumstances must notify the Department Chair in writing of their interest in being contacted for availability to teach in the subsequent semesters. The responsibility for notifying the Department Chair of interest to teach lies with the part-time faculty member.

20.10.2 A PN and base load for eligible faculty members shall be established and implemented for each discipline as determined within an academic department. It is the responsibility of Human Resource Services to maintain and regularly update the PN and base load for part-time faculty in the department and provide it to the Department Chair before July 1 of each year. The department will inform part-time faculty members of their PN, ranking, and Base Load in each discipline in which they are eligible to teach before scheduling and staffing courses.

20.10.2.1 Initially, courses/hours will be offered to part-time faculty in order based on PN. The individual base load number of units/hours will be offered to each part-time faculty member in order of PN, based on available courses offered during the Fall and Spring semesters. Additional available units/hours will then be offered to part-time faculty who do not yet have preferential consideration (up to one

assignment or .3 load per round of offers) at the department's discretion. Any courses or hours then available due to attrition or growth will be allocated to part-time faculty based on PN, with the intent of part-time faculty reaching 60-67% loads whenever practical.

Each semester, the department chair may exclude the greater of: ten (10) percent of the total number of part-time assignments in the discipline (rounded to the nearest .20 FTEF) OR one (1) course section OR either (8) hours per week in a non-instructional area from being assigned using the parameters outlined in Article 20.10. Any use of this exception must be mutually agreed upon by the department chair and the dean.

20.10.2.2 Departments or disciplines may have specific criteria exceeding standard department teaching requirements in order to maintain the academic integrity of their programs. All eligibility criteria for disciplines shall be determined by the full-time faculty members of the discipline and made available by the department upon request. Part-time faculty who have successfully taught a course for the District within the previous four semesters, having met the standard department criteria at that time, shall not be deemed ineligible to teach that course under any new criteria. The department/discipline specific criteria may be contained in the department bylaws.

20.10.2.3 For the purpose of this Article, the eligibility for teaching a course will include but is not limited to education, required certifications, recency in terms of teaching experience, specific course work experience, expertise, and ability to expose students to current information, technology, and skills required in the classroom. This criteria will be determined by the department and be made available upon request.

20.10.2.4 When two (2) or more faculty members on the preferential consideration list have equal PN and equivalent discipline expertise, the Department Chair/Director or Dean may select the faculty member who will be offered that assignment based on the needs of the department. This selection shall not be subject to the grievance process in this Agreement.

20.10.2.5 Part-time faculty members who lose classes/hours due to schedule changes, low enrollment, etc. after assignments have been offered cannot take a class/hours from any other faculty member.

20.10.3 It is the responsibility of the Department Chair (or designee) to request availability from each part-time faculty member prior to scheduling. It is then the responsibility of each part-time faculty member to inform the Department Chair/Director of those days and hours when he or she will be available to accept an assignment. Subject to student needs, room availability and other institutional concerns, the Department Chair/Director shall give reasonable consideration to that availability when offering assignments to faculty members on the preferential consideration list. Part-time faculty are guaranteed an offer of their baseload (give availability of sections) based on their PN, they are not guaranteed offers of any specific or preferred sites, days, times, or courses.

20.10.3.1 The part-time faculty member must respond within three business days to requests for availability and to accept/decline offers of assignment. Failure to respond within three business days may result in the Department Chair moving on to the next person on the list.

20.10.3.2 A part-time faculty member who is not actively teaching has the responsibility to inform their department chair via email that he/she would like to teach in subsequent semester.

20.10.4 Subject to the provisions of Section 20.10.1.2. above, a part-time faculty member shall cease to be eligible for preferential consideration when the faculty member:

- a) Fails to complete an accepted assignment without good and sufficient reason;
 - b) Receives a Needs Improvement rating on two (2) consecutive peer evaluations;
 - c) Receives an Unsatisfactory rating on any peer evaluation; or
 - d) Is terminated by the District for cause.
- e) Has a break in service from the District of three (3) consecutive semesters or more, for any reason, excluding class cancellations or reassignment of accepted courses to full-time faculty. In addition, a part-time faculty member who falls under any of the above actions/situations may lose any previously assigned courses, may not serve on District Committees, and may not engage in PD activities arranged by the District. A faculty member disqualified due to a Needs Improvement rating shall regain eligibility when he or she receives a Standard Professional Performance rating on a subsequent peer evaluation.

20.10.5 Disagreement with assigned PN or base load must occur within one semester of the calculation, and must be initiated by the part-time faculty member to the Department Chair and Human Resource Services. If the disagreement is upheld, the correction to assignment will be made in the closest subsequent semester.

43. Pasadena Community College District CBA 2019-2022

ARTICLE 18

PART-TIME FACULTY REEMPLOYMENT RIGHTS

18.1 QUALIFICATIONS

- a. To become eligible for part-time faculty reemployment priority in a discipline, part-time faculty must:
 - 1. Have been employed for at least six (6) semesters (not including intersessions) without having a break in service of two (2) or more consecutive years; and
 - 2. Have their two (2) most recent performance evaluations with a rating of at least satisfactory.

Semesters that a faculty member is on approved leave shall not impact eligibility for reemployment priority.

- b. Retired faculty. Former full-time District faculty who have retired and who have been rehired by the District as part-time faculty shall automatically have reemployment priority eligibility in a discipline if:
 - 1. There has not been a break in service of two years or more between their date of retirement and date of rehire as a part-time faculty member;
 - 2. They have received an overall rating of "Satisfactory" in the most recent evaluation before retirement from full-time status.

- c. For purposes of this section, a part-time faculty member means a faculty member that is employed less than a full-time workload and is not a tenured faculty member, a probationary full-time faculty

member, or a temporary full-time faculty member as described in the Education Code (e.g. Educ. Code §§ 87470, 87478, 87480, 87481, 87482).

18.2 REEMPLOYMENT PRIORITY LIST

All qualified part-time faculty will be placed on a reemployment priority list under the following conditions:

- a. Reemployment priority is established in each discipline within the college separately and is not transferable to other disciplines. Discipline reemployment priority lists shall be maintained in the appropriate division.
- b. For part-time faculty members who meet the requirements for reemployment priority eligibility under Article 18.1.a on July 1, 2019, and for part-time faculty continuing thereafter, a part-time faculty member's seniority date for reemployment priority in a discipline shall be upon the date that the part-time faculty member first obtained reemployment priority eligibility for that discipline under the above requirements.

There shall be no ties on the reemployment priority list. If a tie in seniority dates exists, the tie shall be broken by lot by the appropriate Vice President or designee and a PCCFA designated board member.

- c. Full-time faculty who retired from PCC and are rehired are eligible for reemployment priority in a discipline pursuant to 18.1.b and shall be placed on the discipline priority list according to their original date of hire as a faculty member at the college.

- d. In the event that a part-time faculty member loses and then regains eligibility for re-employment priority, they will be placed on the priority list according to the most recent date on which eligibility is reestablished.

- e. Classified employees and managers teaching part-time may not be placed on the re-employment priority list, but may be considered for assignments after priority assignments have been offered.

- f. Each division shall update its reemployment priority list(s) for each discipline twice per year. For the Fall Semester, the list shall be updated by the second week of the preceding Spring Semester. For the Spring Semester, the list shall be updated by the second week of the Fall Semester. Reemployment priority lists in seniority order for each discipline will be posted online and in an accessible location in each division and sent to the Faculty Association before assignments are completed.

18.3 ASSIGNMENTS

All part-time faculty on the discipline reemployment priority list will be assigned classes in their priority order before any part-time faculty not yet qualified for priority reemployment eligibility. The qualified part-time faculty member who meets the foregoing criteria (i.e., qualified) shall have reemployment priority and will receive first consideration for an offer of an available class assignment in Fall and Spring semesters using the following procedure:

- 18.3.1 Priority eligibility does not guarantee an assignment, the assignment of specific courses, or the addition of a section after the establishment of the schedule. In the event sections are added after the establishment of the schedule, the assignment process in Article 18.3.4 shall be followed.

18.3.2 Pursuant to Education Code 87482.5, part-time faculty employed under this article may not teach more than 67% of a full-time faculty load.

18.3.3 In establishing schedules, the Dean or designee shall solicit in writing interest in assignments for the upcoming semester to part-time faculty on the discipline priority rehire list. If a faculty member with reemployment priority fails to respond in writing to a Dean's request within ten business days, he or she shall have no entitlement to priority for an assignment in that semester.

To the fullest extent possible, Division Deans shall consider part-time faculty requests prior to establishing class schedules.

18.3.4 Subject to availability, part-time instructional faculty obtaining reemployment priority shall be entitled to a minimum assignment of two (2) sections or six (6) weekly contact hours per semester, whichever is greater, and part-time non-instructional faculty shall be entitled to six (6) weekly contact hours per semester, as follows:

a. Assignment:

Assignments of sections or weekly contact hours shall be made one-by-one to part-time faculty with reemployment eligibility in seniority order to qualified part-time faculty who have been placed on the discipline reemployment priority list. The appropriate scheduling Dean shall return to the top of the reemployment priority list and continue assigning additional sections or weekly contact hours by seniority until all part-time faculty with reemployment eligibility have been given the minimum assignment referenced in 18.3.4.

Once all part-time faculty with reemployment eligibility have been assigned the minimum number of sections or contact hours referenced in 18.3.4, sections or weekly contact hours may be offered as additional assignments to part-time faculty with reemployment eligibility or to part-time faculty who have not yet obtained re-employment eligibility.

b. Availability of Assignments:

For a non-instructional assignment, an assignment will not be considered available if the number of hours scheduled for assignable duties necessary to fulfill the assignment have already been assigned to a full-time faculty member or more senior part-time faculty member.

For an instructional assignment, a section will not be considered available if:

1. the section has already been offered and accepted by a full-time faculty member as part of a load or overload;
2. the section has been already offered and accepted by a more senior part-time faculty member;
3. the part-time faculty member does not meet minimum qualifications;
4. the section is not offered in a given semester;
5. the section will require the part-time faculty member to exceed 67% of a fulltime faculty load; or
6. the section has been cancelled.

c. Assignments to coach intercollegiate sports, related intercollegiate sections, and other part-time assignments connected to coaching or directing competitive athletics and performing arts teams/events with public performance or events shall not be considered for priority assignments.

44. Peralta Community College District CBA 2016-2019

F. Letters of Assignment

1. The District will offer, as a standard practice, one-year employment agreements to part-time temporary faculty who have at least two (2) years of effective service with the District.

If a part-time temporary faculty member, who is eligible for a one-year letter of assignment and has received a positive evaluation, is not offered a one-year assignment, the College President, upon request by the faculty member, shall provide a written statement to the person explaining the reason(s) why he or she was not offered a one-year assignment. A positive evaluation must be completed and properly filed before a part-time temporary faculty member is eligible for a one-year letter of assignment. This provision is not grievable if the College President complies with the faculty member's request for a written explanation for not offering a one-year letter of assignment.

2. The colleges, whenever possible, shall issue letters of assignment to all other part-time faculty by June 30 for the fall term and by December 1 for the spring term. The letter shall specify the course, the number of hours the class meets, the location and the time.

3. Whenever possible, the college shall issue letters of assignment for one (1) full year.

4. The issuances of such letters of assignment shall not preclude the District's right of assignment of underloaded regular and probationary faculty members to classes currently taught by or assigned to part-time temporary faculty members, or the right to cancel when deemed appropriate.

5. Such letters of assignment do not constitute a contract for employment.

G. Whenever the layoff of contract and regular instructors requires that part-time temporary instructors be terminated or not rehired, as provided by the Education Code, the District as a courtesy, will send to the PFT a list of the name(s) and discipline(s) of part-time temporary faculty who are affected.

H. Part-time Faculty Rehire Preference Pool

The District and the PFT are committed to the principles and law of Equal Employment Opportunity. In addition, it is recognized that the communities and students served by the District are diverse in their cultures, ethnicities, language groups and abilities, and the District and the PFT are therefore committed to fully representing that diversity in its workforce. The District and the PFT value diversity and strive to assure that a plurality of represented groups participates in the development and delivery of its instructional and student services programs. The District and the PFT recognize that the success of its instructional and student services programs is in large part dependent upon a valued and competent part-time faculty that is committed to consistently delivering a high quality of instruction and student services.

1. Preferred Hiring Pool: Part-time faculty in the Preferred Hiring Pool will be given preference in assignment over part-time faculty in the Non-Preferred Hiring Pool. Within the Preferred Hiring Pool, seniority will be considered as specified in #3 below. This policy is in no way meant to modify or change existing PCCD policies and practices in assignment of extra service classes to contract faculty (see Article 18). The Preferred Hiring Pool shall consist of part-time faculty who meet all the following criteria:

a. Employed as a part-time faculty member OR Long-Term Substitute (LTS) in the College(s)/Discipline(s) for at least eight of the last twelve semesters, or currently employed part-time faculty who have successfully completed the Peralta Faculty Diversity Internship program.

b. Performance Evaluation.

1) The Performance Evaluation shall follow all guidelines outlined in Part Two of the Faculty Evaluation Handbook with the rating provided on the summary form. A "surpasses requirements" performance evaluation 4 or better shall be required for initial entry into the Preferred Hiring Pool for a given discipline.

2) Faculty who teach in multiple disciplines must be evaluated in each discipline for entry into the Preferred Hiring Pool for that discipline. In cases where a single department chair oversees multiple disciplines, the faculty member and department chair can agree to use a single evaluation 4. The Evaluation rating system for part-time Peralta evaluations shall be . . .

1) Is exemplary

2) Surpasses requirements

3) Meets all requirements

4) Does not consistently meet requirements

5) Does not meet requirements

. . . for multiple disciplines using the approved form (Placement in Preferred Hiring Pool for Multiple Disciplines). If the evaluation rating is "surpasses requirements" or better and the form is signed, the faculty member will be placed into the Preferred Hiring Pool for all approved disciplines.

3) Once in the Preferred Hiring Pool, a "surpasses" performance evaluation or better shall be required for an instructor to remain in the Preferred Hiring Pool.

4) Once in the Preferred Hiring Pool, a faculty member who receives a "Meet Standards" rating can request a second evaluation for the following semester. The faculty member will stay in the Preferred Hiring Pool until the second evaluation is completed.

(a) An improvement plan will be developed by the responsible Dean, in collaboration with the department chair before the end of the semester in

which the first evaluation occurs. The terms of that improvement plan will need to be met the following semester as part of the second evaluation.

(b) "Improvement Plan" guidelines and timeline should use tenure track language modified to fit part-time evaluation process and schedule.

2. Non-Preferred Hiring Pool: Consists of part-time faculty members currently employed by the District but not in the Preferred Hiring Pool or applicants for part-time teaching positions who meet state minimum qualifications.

a. If part-time faculty positions are open but there are no available qualified individuals in the discipline from the Preferred Hiring Pool, the Division Dean or designee shall consider faculty members currently employed in the department discipline or at another college in the District who are not in the Preferred Hiring Pool. The Dean or designee may also contact the Office of Human Resources regarding selected outside discipline candidates who are currently in the central District database, screen candidate materials for desirable skills and attributes, and interview candidates prior to making a recommendation for employment.

b. Faculty assignments shall comply with Article 18-A-12.

3. Seniority: Within the Preferred Hiring Pool, part-time faculty assignments shall be made by seniority up to base load as follows:

a. When assignments are made, the part-time faculty members' availability and preference will be considered. Such availability and preference is to be provided to the VPI (or designee) by December 15 for the following fall semester and by May 15 for the following spring semester using the agreed upon preference form.

b. If all faculty in the Preferred Hiring Pool are assigned their base load, additional classes may be assigned to either part-time faculty in the Preferred Hiring Pool or to part-time faculty not in the Preferred Hiring Pool irrespective of seniority.

c. If there are not enough scheduled classes available for an upcoming semester (in a particular department in a college) to allow all part-time faculty in the Preferred Hiring Pool to be assigned their base load, classes will be assigned by seniority up to base load for each faculty on the list starting with the most senior faculty member until all classes have been assigned. Exceptions to this process shall only be by mutual agreement of the faculty members affected and approval of the Vice President of Instruction (or designee).

d. If seniority is not used to make an assignment, a letter of explanation shall be provided along with the 60-day letter of assignment. The explanation shall be based on the knowledge, skills, and abilities required for the position and may consider such things as: possession of unique job-related skills, possession of specific licensing requirements, and/or possession of unique experience. The

required letter of explanation to the faculty member shall indicate the skills, licensing and/or experience upon which the selection decision was made. Employment performance, evaluations, discipline history, and/or complaint history shall not be considered in the decision. The explanation shall cover only a specific class for one semester.

4. Transition Plan to Implement for Fall 2018 Assignments:

- a. Faculty in the Preferred Hiring Pool with a "Meets Standards" rating for their most recent evaluation can request a new evaluation in Fall 2017.
- b. If, at the end of the Fall 2017 evaluation, a faculty member receives a "Meets Standards" rating and requests a second evaluation, the person will remain in the Preferred Hiring Pool until the second evaluation is completed in Spring 2018, for the purposes of Fall 2018 assignments.
- c. The faculty member will be provided a base load assignment in Fall 2018, pending their Spring 2018 evaluation results.
- d. At the end of Spring 2018, the second evaluation will determine whether the part-time faculty is in or out of the Preferred Hiring Pool.
- e. If any evaluation is not completed in accordance with the evaluation process (at no fault of the faculty), and the faculty meets the time requirements of eight out twelve semesters, the faculty will remain, or be placed into, the Preferred Hiring Pool.
- f. Faculty who have taught four or five semesters by the end of Spring 2017 may request an out of schedule evaluation during 2017-2018. If this evaluation rating is "Surpasses" or "Exemplary," they will be placed in the Preferred Hiring Pool in Fall 2018, when the seniority system begins. If the evaluation rating is lower, they will be allowed to request a second evaluation, as per current policy.

5. Removal of Part-time Faculty from the Preferred Hiring Pool:

The following conditions constitute grounds for removal from the Preferred Hiring Pool:

- a. Permanent removal from the Preferred Hiring Pool shall result pursuant to Educational Code 87665.
- b. A sustained complaint concerning harassment or discrimination only, the outcome of which did not rise to the level of suspension or dismissal pursuant to the Education Code. A sustained complaint implies a thorough investigation (refer to Investigation Article of CBA) was carried out and the faculty member in question was accorded due process as per the Ed Code and CBA, including any side letters. A sustained complaint is a complaint which, after a fact-based investigation, is found to be supported by the preponderance of the evidence standard. The District's investigation finding is not subject to the grievance process.

1) Process for request for reinstatement from removal due to sustained complaint concerning harassment or discrimination only: A part-time faculty member who is removed from the Preferred Hiring Pool due to a sustained complaint of harassment or discrimination may submit a request to the College President to be reinstated to the Preferred Hiring Pool after one academic year, if all of the following conditions are met:

- a) The faculty member has not engaged in any of the conduct described above during the one-year period, and
- b) The faculty member is evaluated during the one-year period, and receives at least a "surpasses requirements" rating and
- c) The faculty shall be required to attend, and successfully complete harassment or discrimination awareness training provided by the District.

Reinstatement to the Preferred Hiring Pool is discretionary. A decision not to reinstate is not subject to the grievance procedure. However, failure to follow the process described in this article is subject to the grievance procedure.

c. Failure to turn in census rosters, attendance rosters, or grade rosters by the deadline provided by the district, given sufficient notification and at no fault of the district offices/administration.

1) Sufficient notification shall be defined as at least one email to the faculty member via PCCD email account within two days of the roster becoming available on the Faculty Center.

2) Process for removal due to failure to turn in records in a timely manner:

- a) After two consecutive semesters of failure to turn in rosters in a timely manner, a faculty member in the part-time hiring pool may be recommended for removal from the Preferred Hiring Pool.
- b) A three-person committee shall be formed to consider the recommendation to remove due to failure to turn in rosters.
- c) The committee shall be made up of the Vice President of Instruction (or designee), the Academic Senate President (or designee), and a Department chair (or designee).
- d) The committee shall review all faculty records to ensure that all faculty who have not met the obligation are treated fairly.
- e) The committee shall allow the faculty member and the Dean a minimum of two weeks during the regular semester to provide supporting documents for review, before a decision is made on the case.

f) If the committee does not meet according to the established guidelines (outlined below), then the faculty member shall remain in the Preferred Hiring Pool.

g) Committee timelines are as follows:

(1) The Vice President of Instruction (or designee) shall send written notification of the committee meeting within two weeks of the start of the semester following the failure to turn appropriate documentation in to the district.

(2) The notification will provide at least two weeks' notice to the faculty member to prepare for the meeting.

(3) The committee meeting will occur by the 6th 26 week of the semester.

(4) The decision of the committee shall be by majority vote and shall be made by the 8th 28 week of the semester.

h) Supporting documents presented to this committee may include:

(1) Notifications to the faculty regarding due dates for the submission of census roster, attendance roster or grade roster, and regarding the submission process.

(2) Notifications to the faculty that a document was not received by the due date.

(3) Instructions to the faculty on how to turn in the documents after missing the due date.

(4) Requests to the Dept. Chair to contact the faculty using the faculty's home phone or non-Peralta email regarding turning in the documents

(5) Evidence presented by the faculty member that they tried to turn the documents in, but problems with the District's Information Technology system (or Admissions and Records system) prevented the District from receiving the documents.

(6) Extenuating circumstances which may have prevented the faculty member from receiving emails, instructions, or notices; or which may have prevented the faculty member from acting on notices that were received.

(7) Evidence submitted by other faculty in the department regarding the process of notification of these events.

(8) Evidence submitted by any Peralta faculty regarding problems with Peralta's Information Technology system and Admissions and Records system in regard to submitting census rosters, attendance rosters and grade rosters.

(9) Supporting documents may be submitted to the committee in person, in writing, or via email.

i) The decision of the committee is not grievable but violations of the process described in this article are.

d. Process for reinstatement upon removal due to failure to turn in rosters:

1) A part-time faculty member who is removed from the Rehire Preference Pool due to failure to turn in rosters may submit a request to be reinstated to the Vice President of Instruction.

2) Requests must be made no later than the end of the third full week of the fall/spring term following at least two consecutive semesters in which roster submission timelines were met. The request will

45. Rancho Santiago Community College District Contract 2019-2022

6.2 NON-CONTRACT FACULTY EMPLOYMENT PREFERENCE RIGHTS

Preference rights, will be used for scheduling non-contract faculty beginning Fall 2021.

Teaching Faculty: Non-contract:

Preference Rights for non-contract teaching faculty shall be granted by the following criteria:

- Have been employed for eight (8) academic (fall or spring) semesters or more, and FARSCCD Contract, Effective July 1, 2019 – June 30, 2022 30
- Have been assigned at least one (1) class in three (3) of the last four (4) semesters, and,
- Have received a rating of “meets expectations” in all categories in the two most recent evaluations.

Any non-contract faculty with employment preference rights shall have priority of assignment based on the priority lists established in Article 6.2.1, for one (1) class in their discipline, within the college and department in which the employment preference rights were earned. This priority of assignment shall be honored during fall and spring semesters only. This class will be assigned from those that the instructor has taught during the eight (8) academic (fall or spring) semesters or more time period and/or that the department chair and division dean mutually agree that the instructor is qualified to teach. The class assignment shall be made within the time period the non-contract faculty member has designated as preferable if appropriate classes are scheduled in that time period and are available for non-contract assignment. The non-contract faculty with employment preference rights shall be assigned a class in order of priority provided that the instructor is available to teach the class.

Non-Instructional Faculty: Non-contract

Preference Rights for non-instructional faculty shall be granted by the following criteria:

- Have been employed for eight (8) academic (fall or spring) semesters or more, and
- Have been assigned an average of at least six hours per week, which occurred in the most recent 4 semesters, and,
- Have received a rating of “meets expectations” in all categories in the two most recent evaluations.

Any non-contract faculty with employment preference rights shall have priority of assignment based on the priority lists established in Article 6.2.1, for six hours per week, within the college and department in which the employment preference rights were earned. This priority of assignment shall be honored during fall and spring semesters only. These hours will be assigned in areas from those that the faculty has worked during the eight semesters or more time period and/or that the department chair and division dean mutually agree that the faculty member is qualified to perform. The assignment shall be made within the time period the non-contract faculty member has designated as preferable if work is available during that time frame. The non-contract faculty with employment preference rights shall be assigned work hours in order of priority provided that the faculty is available to work.

6.2.1 Priority Lists: Reemployment preference priority rights will be based upon all courses/work areas the faculty has previously taught/worked at their college within their discipline during the eight (8) academic semesters or more period and/or those that the department chair and division dean mutually agree that the instructor is qualified to teach/work. The District shall establish priority lists of faculty by discipline. The lists shall be ordered by initial date of hire into their college within their discipline, then if a tie, by the number of sections previously taught/average number of hours per week at their college within their discipline, and then if a tie, by lottery.

6.2.2 Suspension of Employment Preference Right: This employment preference right is suspended when a non-contract faculty member receives an evaluation performance rating of “does not meet expectations” in any category or has a break in service wherein the non-contract faculty member has not taught/worked in Fall or Spring semesters for four (4) semesters or more. The employment preference right is reinstated when the non-contract faculty member receives two (2) consecutive “meets expectations” evaluations for all methods of evaluation. These evaluations will occur the next

two (2) semesters that the faculty actually teaches/works and will include visitations and student evaluations.

6.2.3 Contingent Status of Re-employment: In all cases, non-contract faculty assignments shall be temporary in nature, contingent on enrollment and funding, and subject to program changes. No non-contract faculty member shall have reasonable assurance of continued employment at any point, irrespective of the status, length of service, or reemployment preference of that non-contract temporary faculty member.

46. Redwoods Community College District CBA 2019-2022

15.4 Associate Faculty

15.4.1 To be considered for course assignment, associate faculty must annually complete the online Associate Faculty Availability Form.

15.4.1.1 By the end of the second week of spring semester of every academic year, a link to the online Associate Faculty Availability Form will be sent via District email to all associate faculty members with instructions for its completion.

15.4.1.2 To ensure an associate faculty member's assignment preferences will be considered, the Associate Faculty Availability Form must be submitted by the associate faculty member by the end of the 5th week of spring semester. The District will send an email reminder to all associate faculty at the end of the 4th week of the spring semester.

15.4.1.3 In the event that an associate faculty member fails to submit the Associate Faculty Availability Form by the end of the 5th week of the spring semester, the deans, directors, and CIO will be at liberty to fill staffing vacancies using another instructor.

15.4.2 One Year Associate Faculty Assignment.

15.4.2.1 After the fulfillment of a teaching or non-teaching assignment for six semesters out of the last 10 semesters, an associate faculty member is eligible for a one-year Associate Faculty Assignment that is equal to or greater than the number of TLUs offered the previous spring and fall semesters not to exceed 67% in the course of any academic year. Availability of load is contingent on the District meeting its obligation to full-time faculty load, funding, availability of courses, and timely submission of online Associate Faculty Availability Form.

15.4.2.2 Load commitment is not specific to day, time, modality or course. Associate faculty will not lose their eligibility if load is unavailable.

15.4.2.3 The Human Resources office shall maintain a current seniority list of associate faculty based on total TLUs taught or equivalent in hourly employment in a non-teaching assignment. Each division shall be provided an updated seniority list each year by January 15. Seniority list will be calculated beginning with the Fall 2007 semester.

15.4.3 Associate Faculty Rehire Rights: When there is need for additional faculty service in a subject area beyond that provided by tenured or contract employees, preference shall be given according to the following priority order:

15.4.3.1 Priority One — Full-Time Faculty Overload (as per Article 15.3.1) Assignments are made at Priority One to full-time faculty overload following the assignment of tenured and contract faculty regular load.

Assignments are made as per Article 15.3.1 and are contingent on the availability of classes, service hours, funding, and enrollment.

15.4.3.2 Priority Two — Associate Faculty Who Have Completed Six out of Ten Semesters

15.4.3.2.1 Following the assignment of tenured and contract faculty regular load and the assignment of faculty at Priority One, assignments are made at Priority Two to associate faculty who have completed six (6) of the last ten (10) semesters. Assignments are contingent on the availability of classes, service hours, funding, and enrollment.

15.4.3.2.2 Tie-breaker criteria

In determining the assignment of faculty within Priority Two, the District shall consider the following criteria in the following order as a tie-breaker: (a) placement on seniority list; (b) recent and previous teaching experience in the subject area of the class or experience in the service area, including the number of classes taught at the District; (c) comparative quality of teaching or service performance as documented by evaluations; (d) educational preparation, and specialization, and recency in discipline.

15.4.3.2.3 Maintenance of Priority Two Rehire Preference

An associate faculty member whose last evaluation was “unsatisfactory” or whose last two evaluations were “needs improvement” under Article 11.3 is no longer eligible for a Priority Two Rehire Preference until such a time that he or she receives a “satisfactory” evaluation.

15.4.3.3 Priority Three — Associate Faculty Who Have Completed Less Than Six out of Ten Semesters and other candidates without Rehire rights. Following the assignment of tenured and contract faculty regular load and the assignment of regular and associate faculty at Priority One and Two, assignments are made at Priority Three to associate faculty who have completed less than six (6) out of ten (10) semesters, new associate faculty hires, and regular faculty overload beyond that provided by Priority One. Assignments are contingent on the availability of classes, service hours, funding, and enrollment.

15.4.4 Usually by the end of the 9th week of the spring semester, the deans and directors will send Associate Faculty Assignment offers to associate faculty. Associate faculty will have seven business days to respond to the Associate Faculty Assignment offer.

If an associate faculty member fails to respond to the assignment offered by the dean or director within seven business days, the dean, director, or CIO will be at liberty to fill staffing vacancies using another instructor.

15.4.5 If an associate faculty member has a class that is cancelled, the cancellation will not give that associate faculty member a right to automatically “bump” a currently employed less senior associate faculty member from an already assigned class. If a class is cancelled, a reasonable effort will be made to provide a class for the associate faculty member depending upon the needs of the District.

15.5 Summer Class Assignments

Summer class assignment offers will be included in the fall /spring associate faculty and faculty assignment processes and shall be assigned in the following order:

15.5.1 Full-time faculty will have the right to be initially assigned the greater of either (1) up to twelve (12) TLUs or two (2) two courses). The assignments shall be offered in order of seniority.

15.5.2 Priority 2 associate faculty will be offered in order of seniority the greater of 1) two remaining available classes OR 2)12 available TLU. After the least senior Priority 2 associate faculty member is offered available classes, Priority 2 associate faculty will be offered in order of seniority one additional class. This process is repeated until Priority 2 associate faculty have either accepted as many available classes as they want or until there are no more available classes. A Priority 2 associate faculty member whose last evaluation was “unsatisfactory” or whose last two evaluations were “needs improvement” is not eligible for summer class assignment.

15.5.3 Any remaining classes will be re-offered to full-time faculty.

15.5.4 Priority 3 associate faculty who have taught fewer than 6 semesters of the last 10 and whose last evaluation was satisfactory, will be offered any remaining available classes. A Priority 3 associate faculty member whose last evaluation was “unsatisfactory” or whose last two evaluations were “needs improvement” is not eligible for summer class assignment.

15.5.5 Any remaining classes not assigned will be offered to new associate faculty.

15.6 Assignment of Online Sections

Faculty and associate faculty who develop a course for online delivery will have “first right of refusal” to teach the course the second and third semester it is offered online.

47. Rio Hondo College CBA 2019-2022

ARTICLE 26: SENIORITY RIGHTS FOR PART-TIME FACULTY

26.1 General Provisions

26.1.1 The language of this article is not intended to revise the assignment rights of fulltime unit members.

26.1.2 Semesters referenced in this article include only fall and spring, not intersession or summer.

26.1.3 State and Federal Leaves (such as FMLA) will not count towards semesters in this article, so will not affects seniority.

26.2 Establishing Seniority

26.2.1 Seniority is established once a part-time unit member completes an assignment in four (4) out of six (6) semesters in a three-year period, commencing with the Fall 2018 term, so long as two satisfactory evaluations have been completed.

26.2.1.1 A teaching assignment on load constitutes an assignment for the purposes of this article.

26.2.1.2 A non-teaching assignment (such as in counseling, the library, the Learning Assistance Centers, or others) of at least 144 hours for a semester constitutes an assignment for the purposes of this article.

26.2.1.3 Hourly teaching assignment do not constitute an assignment for the purposes of this Article.

26.2.1.4 If the part-time unit member has not been evaluated twice, then the unit member shall be placed on the seniority list and will be evaluated at the next opportunity.

26.3 Order of Employment List

26.3.1 An administrator in each department will maintain an Order of Employment List which shall be updated each term with newly-added part-time unit members and their start dates. The lists shall be made available to unit members making such a request. The District may correct any errors discovered in an Order of Employment List.

26.3.2 Part time unit members will be placed on a department's Order of Employment List once seniority is earned, entitling them to at least one instructional or non-instructional assignment per term, except as provided for in this article.

26.3.3 Assignments will be offered based upon the Order of Employment List with those higher on the list being offered assignments prior to those lower on the list.

26.3.3.1 When the number of assignments is less than the number of unit members on the Order of Employment List, assignments will be at the District's discretion. Criteria to be considered will include expertise, program needs, and experience.

26.3.3.2 When the number of assignments exceeds the number of unit members on the Order of Employment List, additional assignments can be made at the administrator's discretion. For example, if there are five assignments and three unit members with seniority, each unit member must receive one assignment, while the other two assignments can go to a single unit member with seniority, two unit members with seniority, a unit member without seniority, or any combination of those options.

26.4 Removal from an Order of Employment List

26.4.1 The cancellation of a class will not count towards gaining seniority nor towards removal from an Order of Employment List.

26.4.2 A part-time unit member will be removed from an Order of Employment List after receiving two consecutive unsatisfactory evaluations. Upon an initial unsatisfactory evaluation, the part-time unit member shall be provided a written plan of remediation with suggestions for improvement. A subsequent evaluation shall be performed the following semester and the part-time unit member shall be removed from an Order of Employment List if the outcome remains unsatisfactory.

26.4.3 A part-time unit member who refuses an assignment for two consecutive semesters will be removed from an Order of Employment List.

26.4.4 A part-time unit member who is not given an assignment for three consecutive semesters will be removed from an Order of Employment List.

26.4.5 A part-time unit member who fails to perform normal and reasonable duties of an assignment or is otherwise guilty of misconduct as defined by California Education Code 87732 will be removed from an Order of Employment List.

26.5 Disputes

26.5.1 Disputes arising from this article shall first be addressed by a meeting between the Association and the District. Thereafter, other remedies shall be available to either party

48. Riverside Community College District CBA 2021-2024

R. Associate Faculty Reemployment Preference

1. Reemployment Preference

a. Reemployment Preference: Associate Faculty members who have reached certain thresholds as set forth below may apply for Reemployment Preference per course, "specific classes or take on specific assignments" from the District Office. The District Office will reply to the Associate Faculty member on the status of their application within 30 calendar days. A final determination will be made within 45calendar days of submission.

b. Minimum standards: Direct quotes of the minimum standards for reemployment preference, pursuant to section 87482.3 (B), include:

- 1) The length of time associate faculty member has served at the community college or district.
- 2) The number of courses associate faculty has taught at the community college or district.
- 3) The evaluations [as delineated in Faculty Association agreement Article XI] of associate faculty conducted pursuant to Ed Code Section 87663 and other related methods of evaluation that can be reliably used to assess the educational impact of associate faculty as it relates to student success.
- 4) The availability, willingness, and expertise of the associate faculty member to teach specific classes or take on specific assignments that are necessary for student instruction or service.
- 5) Additional standards may be negotiated regarding the processes and procedures for assigning associate faculty to teach courses or staff non-classroom assignments.

2. Assignment of Associate Faculty

a. Right of assignment: The appropriate college administration maintains the right of assignment for all faculty assignments, both associate and full-time, and shall be established by college location at which the associate faculty have taught.

b. To receive reemployment preference from Moreno Valley College, Norco College, or Riverside City College, the following criteria is used when making assignments for associate faculty:

1) Subject matter expertise of the associate faculty per course (e.g.) skills, abilities, or certificates possessed by faculty related to courses offered in a specific discipline (specialties).

2) College-based associate faculty workload history teaching assignments at each of the Individual colleges where Associate Faculty have:

i. taught at least 2.0 FTE per course (10 courses if 0.2) at the college the faculty are applying for preference. For counselors and librarians, the equivalent total number of hours is 1,215 (compressed calendar).

ii. Recency (within in past two years) of teaching or other relevant experience for assignment.

iii. [A semester shall be defined as either fall or spring semester.]

c. Satisfactory evaluations: Associate faculty are assessed on a three-year Improvement of Instruction (IOI) cycle and must earn an overall satisfactory rating. Associate faculty satisfactory evaluations from the first, third and fifth terms of hire are on file and include both peer and student evaluations (or equivalent) from the college for which the associate faculty person is applying for reemployment preference.

d. If an associate faculty has not been evaluated in accordance with the contractual standards, they may appeal to the dean to be evaluated in consecutive terms until they are eligible for reemployment preference.

e. Availability/willingness of faculty to teach: Associate faculty shall indicate their availability to teach, as well as the classes that they prefer to teach, by completing Availability Forms that will be circulated at the appropriate times (See Appendix A). The forms must be submitted by the specified deadlines for consideration.

f. Additional standards may be considered and established; Disciplines/Departments may outline "specialties" in Department Operations to determine "expertise" (see Appendix A).

g. Upon satisfactory attainment of the above, an associate faculty shall be deemed to have Reemployment Preference.

3. Resolving concerns regarding teaching assignments: If associate faculty concerns regarding assignment cannot be resolved with the department chair; it shall be brought to the area dean. If the concerns are not resolved at the dean level, the issue shall be brought to the attention of the appropriate vice-president.

4. Applying for reemployment preference: Associate faculty may apply for reemployment preference per course in an academic discipline if they satisfy the criteria in paragraph 2, above, by submitting an application to their dean, which application must be verified by the District Office, where a list of associate faculty with reemployment preference each semester.

5. Effect of Reemployment preference:

- a. Associate faculty certified with reemployment preference in an academic discipline will be offered an assignment in the discipline before an associate faculty without reemployment preference, provided that they are qualified for the assignment, using the criteria in section 2.b. above;
- b. The college will attempt to maintain a course/assignment from semester-to-semester, as long as the factors in sections 1.b. and 2.b. above support that practice; and
- c. All associate faculty, including those with reemployment preference, must indicate their availability to teach each semester, including summer/winter terms.

6. Losing Reemployment Preference: Associate faculty may lose reemployment preference if any of the following occur:

- a. Associate faculty accepts and then rejects or fails to complete an assignment without a compelling reason for so doing. A faculty member who performs service only each fall, or each spring, or in the summer, will not be deemed to have rejected an assignment in the other semesters in which he or she does not normally work;
- b. Associate faculty fails to adhere to District/College policies and procedures, violates or refuses to obey laws, regulations, or published practices of the District/College;
- c. Associate faculty receives an overall rating of "Needs Improvement" in the IOI process for two consecutive semesters; or
- d. Associate faculty receives an overall rating of "Unsatisfactory" in the IOI process for a single semester.

7. Unavailability of courses: In the event that there are more associate faculty instructors with reemployment preference than there are available teaching assignments, reemployment preference shall be determined by consideration of:

- a. The number of semesters the instructor has taught at RCCD.
- b. The number of times the instructor has taught the course to be assigned.
- c. If a tie remains, the class shall be assigned by the drawing of lots.

1) "Bumping." From time-to-time, an assignment may be canceled, for instance, due to low enrollment or a full-time faculty member is hired. In the event that an associate faculty with reemployment preference, who has been assigned a single course, is left with no assignment, the associate faculty with preference shall have the opportunity to bump an associate faculty without preference for a course. A cancellation shall not change the reemployment preference status of the affected associate faculty.

8. Full Time Faculty Retirees: Preference is given to full time faculty who retire for the first semester that they are eligible to teach. Retired faculty will be evaluated during the first semester serving as part time faculty and if they receive satisfactory, they will be eligible to apply for preference and be considered on the three-year cycle.

9. Evaluation Cycle: If an associate faculty member, on the three-year evaluation cycle, receives a 'needs improvement' or 'unsatisfactory' evaluation, then two senior faculty members of the discipline (or closely related discipline) shall review the evaluation and, if the two senior faculty members find that the 'needs improvement' or 'unsatisfactory' was not warranted, they will write a written report to be included in the final evaluation. It is understood that a "needs improvement" or 'unsatisfactory' evaluation does not in any way guarantee an assignment in the next term.

10. Temporary employment: Pursuant to section 87482.3(d) of the Education Code, "In all cases, part-time faculty assignments shall be temporary in nature, contingent on enrollment and funding, and subject to program changes, and no part-time faculty member shall have reasonable assurance of continued employment at any point, irrespective of the status, length of service, or re-employment preference of that part-time faculty members."

49. San Bernardino Community College District CBA 2019-2020

6. Part-Time (Adjunct) Faculty

a. The District shall establish a part-time, temporary faculty seniority list by August 30th of every academic year and shall provide the list to the Association. Seniority shall be determined based on a part-time faculty member's earliest hire date with the District without a break in service of more than 12 months. Part-time faculty with a break in service of more than 12 months will be removed from the seniority list (and will start at the bottom of the seniority list in the event of rehire). The seniority list shall be organized by college and discipline area (Faculty Service Area, FSA; e.g., CHC History Instructors, SBVC Librarians, CHC Counselors). Current full-time faculty shall not be included on the part-time (adjunct), temporary faculty seniority list, irrespective of whether the full-time faculty teaches overload or summer courses. Retired fulltime faculty shall start at the bottom of the seniority list in the event of rehire.

b. The parties agree that prioritization of reemployment of part time (adjunct), temporary faculty shall be based on the following standards:

(i) A part-time temporary faculty's seniority in an area discipline as indicated on the District's part-time, temporary faculty seniority list.

(ii) The total number of courses taught, and/or the total number of non-teaching assignments held, at the District over the course of the part-time faculty's employment with the District and/or at any one time during employment by the District to be used in the event of a tie.

(iii) The results of part-time temporary faculty evaluations conducted pursuant to Article 16 of the collective bargaining agreement and Education Code section 87663.

(a) Instructional part-time temporary faculty who have received a satisfactory performance rating in their previous evaluation, shall be given first consideration and reemployment preference for assignments in courses previously taught by that part-time faculty member at that college based on seniority as determined by their placement on the seniority list. First consideration and reemployment preference shall be provided for up to the maximum number of classes consistent with any limits required by law. Such preference is subject to a part-time, temporary faculty member's

availability, willingness to accept specific assignments, and expertise to teach specific courses.

(b) Non-instructional part-time temporary faculty who have received a satisfactory performance rating in their previous evaluation, shall be given first consideration and reemployment preference for non-teaching assignments in assignments previously held by that part-time faculty member at that college based on seniority as determined by their placement on the seniority list. First consideration and reemployment preference shall be provided for up to the maximum number of hours consistent with any limits required by law. Such preference is subject to a part-time, temporary faculty's availability, willingness to accept specific assignments, and expertise to perform specific assignments.

(c) If a part-time temporary faculty member receives an unsatisfactory or satisfactory with deficiencies evaluation, the faculty member shall be allowed to complete an improvement plan in accordance with Article 16 without being removed from the seniority list. Following a consecutive unsatisfactory or satisfactory with deficiencies evaluation, the part-time temporary faculty member will be removed from the seniority list and no obligation to re-hire will exist.

(d) Part-time temporary faculty members with missed evaluations shall be placed/remain on the seniority list.

(iv) Part-time faculty are employed on a semester-by-semester basis, in assignments that are temporary in nature, contingent on enrollment and funding, subject to program changes, and without assurance of continued employment.

c. The District and the Association agree to meet annually, if necessary, to evaluate the prioritization process.

50. San Diego Community College District CBA 2019-2022

5.2.2 Priority of Assignment Status

It is the intent of the parties that changes to the Priority of Assignment (POA) process and seniority listing are intended to be implemented in the Fall of 2020. POA seniority lists based on hire date are intended to be produced and made available to all adjunct faculty to review prior to April 1st, 2020 so they can provide any necessary corrections prior to May 15th, 2020. The POA seniority listing will be produced by June 1st, 2020 for use in making assignments for the Fall 2020 semester. Requests for corrections to the seniority listing will only be allowed annually during the window period of April 1st through May 15th and must be submitted during this window period for verification to the Director of Employee Relations in Human Resources. An updated seniority listing will be published by the District no later than June 1st of each subsequent year.

5.2.2.1 An individual college adjunct faculty member's priority for assignment shall be determined by the date he/she was first hired within a specific discipline, and within the budgetary authority or control of each college or Continuing Education. For Continuing Education, this priority of assignment will be applicable throughout all Continuing Education sites within the faculty member's current subject area

(as defined by the Continuing Education catalog) and the faculty member's qualifications. In case a tie for priority of assignment seniority date exists among adjunct faculty in the same discipline, the tie shall be broken by lot.

Adjunct faculty currently in the Priority of Assignment program as of the date of ratification of this Agreement shall have their seniority date reset to the date he/she was first hired within a specific discipline, and within the budgetary authority or control of each college or Continuing Education.

5.2.3 Eligibility for Priority of Assignment

5.2.3.1 Adjunct faculty who have completed six (6) semesters (excluding summer and intersession) of service within a six (6) year period within a specific discipline at a particular college or within a specific discipline in continuing education will begin their participation in the priority of assignment process in that discipline. Priority of Assignment rights shall automatically begin at the start of the seventh (7th) assigned semester. Those adjunct faculty who are either current contract or retired contract District employees are not eligible to participate in the priority of assignment program.

5.2.3.2 Upon initiation of POA rights (beginning of semester seven), the average FTEF load over the past two semesters (semesters five and six) shall be the minimum initial annualized POA FTEF load at which the faculty member will begin the POA program. Additional assignments and POA rights are delineated in 5.2.4. POA rights will continue to be based on an annualized FTEF load. (Example: if an adjunct faculty member has a 0.60 FTEF load in semester five, and a 0.40 FTEF load in semester six, then he/she has POA rights to a 0.50 FTEF annualized load beginning semester seven.)

5.2.3.3 Upon initiation of POA rights (beginning of semester seven), all assignments completed since fall semester, 1990 (without a break in service of eighteen (18) months or more) without an unsatisfactory evaluation shall be included on the discipline list for which the adjunct faculty member has POA. Any assignments completed subsequent to gaining POA rights without a negative evaluation shall also be added to the adjunct faculty member's discipline list.

5.2.3.4 The discipline specific seniority list must be made available to any faculty member who requests it. The District must send to AFT a complete seniority listing of all POA adjunct faculty no later than June 1st of each year.

5.2.4 Determination of Additional Assignments

5.2.4.1 Prior to the beginning of each semester, after all tenured/tenure-track, pro-rata, and overload, assignments have been made based upon program needs, adjunct faculty who have qualified for priority of assignment rights will be contacted by the appropriate manager and advised of the availability of additional assignments from their approved list. Based on seniority, adjunct faculty members with POA will be offered additional assignments from within their list of assignments in the discipline for which they hold the priority of assignment right. These additional assignments will be made following the adjunct faculty member's priority of assignment status as determined in 5.2.2 above. Nothing in this section shall preclude management from offering additional assignments for which the adjunct faculty member is qualified to be assigned, but outside of their previous list of POA assignments. If acceptance of an additional assignment increases a faculty member's annualized FTEF load, her/his POA rights to said load will be increased accordingly (up to the 67% annualized maximum). Any new assignments will also be automatically added to the adjunct faculty member's POA list of assignments.

These additional assignments may only be made from the pool of available adjunct assignments. Available adjunct assignments shall generally mean those assignments which have become available due to either growth or attrition of other faculty. Adjunct assignments which will NOT be considered as available include those assignments made available by adjunct faculty during a break in service as defined in Article 5.2.6.1 and 5.2.6.2 below, or tenured/tenure-track faculty on approved leave, reassigned time, or who have retired. Assignments made available due to retirement will become available if not filled by a new tenure-track hire within one (1) year.

5.2.4.2 Each semester, the appropriate manager may, at her/his option, exclude the greater of: ten percent (10%) of the total number of adjunct assignments (rounded to the nearest 0.20 FTEF) OR one (1) course section, OR eight (8) hours/week in a non-teaching area, from being selected by those adjunct faculty eligible for priority of assignments for the express purpose of hiring new adjunct faculty who have not previously held an assignment in the particular discipline during the past eighteen (18) months.

5.2.4.3 In the event that the above exclusion results in excluding all available adjunct assignments from selection by those adjunct faculty eligible for priority of assignments, a minimum of 0.20 FTEF must be made available, provided it was not the only 0.20 FTEF available.

5.2.5 Reductions

5.2.5.1 In the event the percentage of FTEF assignment of an adjunct faculty member who has qualified for priority of assignment rights must be reduced due to program needs, the affected faculty member shall have the right to maintain her/his seniority and current percentage of FTEF assignment. These faculty will be contacted by the appropriate manager and advised of the assignments from their approved list which are either available or being held by an adjunct faculty member with less or no priority of assignment status. The affected adjunct faculty member will then be offered an assignment within her/his approved list of assignments. The intended result of this process shall be to displace the faculty member with the least (or no) priority of assignment.

5.2.5.2 For college faculty, in the event the above reduction must be made after the first day of instruction, the affected adjunct member shall not displace other adjunct faculty members until the subsequent semester.

For continuing education faculty, this displacement can occur at any time during the semester but only one time per each course cancellation from the faculty member's assigned load, and only within the faculty member's qualified subject area.

In either of the above cases, an adjunct faculty member displaced from an assignment will not lose her/his seniority nor POA FTEF load rights.

5.2.5.3 If an assignment is canceled, said cancellation shall be communicated to the adjunct faculty member via email within two working days of the cancellation. If said assignment is canceled after the assignment has commenced, the notice of cancellation must be communicated via both email and orally (voicemail is sufficient). If the cancellation occurs after the assignment has commenced, the adjunct faculty member shall be paid for all scheduled time worked up to that point in time, including any completed flex hours.

5.2.6 Break in Service

5.2.6.1 Adjunct faculty who are not given any assignment for circumstances beyond their control (course cancellations, contraction of a discipline, etc.) will retain their accumulated FTEF/hours for a period of eighteen (18) months. Adjunct faculty shall remain in contact with the appropriate manager during this time period so that they may be called back if conditions warrant.

5.2.6.2 Adjunct faculty who decline all offered assignments will retain their accumulated FTEF/hours for a period of twelve (12) months, provided the reason for the declination of assignments was approved by the appropriate Vice President. Adjunct faculty with priority assignment with District-paid benefits will have their benefits restored the first of the month following their return to service.

5.2.6.3 Adjunct faculty who voluntarily decline all offered assignments within a discipline, without approval of the Vice President, shall lose all priority of assignment rights and accumulated FTEF/hours within that discipline. Adjunct faculty who voluntarily decline a percentage of their offered assignments shall have their POA rights reduced by that percentage.

5.2.6.4 Adjunct faculty who retire from CALSTRS or CALPERS and who wish to continue teaching shall retain their Priority of Assignment rights as follows:

1) If an adjunct faculty member retires from CalSTRS and chooses to not work during the 180 day period as delineated in AB 340 (Chapter 296, Statutes of 2012), then said member will retain her/his Priority of Assignment status, provided he/she returns to work during the semester immediately following the 180 day waiting period.

2) If an adjunct faculty member retires from CalSTRS and chooses to continue to work during the 180 day period as delineated in AB 340 (Chapter 296, Statutes of 2012), then said member will maintain her/his Priority of Assignment status uninterrupted.

5.2.6.5 POA faculty who have part or all of their assignment removed by management after a Tentative Assignment Offer has been issued, and then decline a subsequent assignment offered to them, will not lose any POA rights within that discipline, unless such declination has taken place two or more semesters in a row.

51. San Francisco Community College District 2018-2021

ARTICLE 13-1

PART TIME REEMPLOYMENT PREFERENCE

13-1. A. Preamble – This procedure outlines the protocol for assignments to part-time faculty in the event of a reduction of hours available. Reduction in the number of hours occurs when there are overall cuts to funding or program or when there are significant shifts in priorities for class offerings or programs.

13-1. B. Definitions and Applicability

1. Part-time Faculty. This procedure applies to those temporary, part-time faculty members who are currently employed by the District. It does not apply to:

- Retired faculty re-employed as part-time faculty
- Faculty hired on or after July 1, 1997 either (a) on an emergency basis, (b) as a faculty intern, or (c) through a process other than the usual one
- A temporary, part-time faculty with four or fewer semesters of service unless he/she has been evaluated as satisfactory.

2. Currently Employed. A part-time faculty member is considered currently employed if he or she:

- Has load for the current semester, or
- Is on approved leave
- Does not have load in the current semester, but had previously established a reemployment preference and who did not have an assignment for a period of not more than four semesters due to a lack of available hours, or
- Has a pattern of alternating assignments for at least three semesters (e.g., each spring semester but no load in fall).

3. Load.

Load includes all General Fund assignments except site supervision. Load also includes contract education assignments in existing subject areas or departments. Load also includes categorically/grant-funded instructional assignments and categorically/grant-funded counseling, library, and student health assignments; other grant-funded non-instructional assignments are not included. Load is calculated as a percentage of full-time load.

4. Modal Load.

- The single most frequently occurring load within the last four semester assigned, or, if there is none, then
- The single most frequently occurring load within the last three semesters assigned, or if there is none, then
- The median load within the last three semesters assigned.
- Part-time faculty with a pattern of alternating assignments for three or more semesters will have a modal load that continues the alternating pattern.

5. Seniority. Seniority shall be defined as the total number of semesters of academic service as a temporary faculty member and shall be determined in accordance with Article 20.C.2.1.1 and 20.C.2.1.3. In case of equal seniority between two or more faculty members, seniority shall be determined by the drawing of lots randomly assigned each semester.

6. Semesters. This procedure applies to assignments for the fall and spring semesters and does not apply to the summer session or any intersession assignments.

7. Special Skills. Certain assignments may require special job-related skills. Management will publicize these requirements prior to making assignments.

13-1.C. Establishing Re-employment Preference - In order to establish a re-employment preference to a particular assignment, a part-time faculty member must have met the following conditions:

- An Assignment Preference Form has been submitted by the established deadline
- The most recent evaluation had an overall rating of Satisfactory or Satisfactory but Needs Improvement
- Prior assignment:
 - For noncredit instructional assignments in Consumer Education, Child Development, ESL including Institute for International Students, and Transitional Studies, any prior assignment in the discipline in which modal load has been established
 - For all other instructional assignments, faculty must have taught the course or its equivalent* twice within the last ten semesters. * Courses that are deemed equivalent must be publicly listed in advance and consistently applied.
 - For library assignments, faculty must have performed the activity (e.g., cataloguing, reference, acquisitions) once within the last ten semesters.
 - For counseling assignments, faculty must have performed the activity at least once within the last ten semesters.

13-1.D. Application of Re-employment Preference - Every semester, the Employee Relations

Office will develop seniority lists for each of the departments. These lists will be reviewed and approved by the Union. After management or designee has determined the number and distribution of assignments for an upcoming semester, assignments shall be made to those part-time faculty members that have established a re-employment preference to those assignments according to their seniority and modal load, as defined above. If there is a reduction in the assignments of part-time faculty members to a course that is also taught by full-time faculty members on an overload basis, the reduction in the assignments to part-time faculty members shall generally not exceed the proportionate reduction of overload hours assigned to unit members in that discipline or subject area. For example, if four sections of a course are currently offered, with two taught by part-time faculty members and two taught by full-time faculty members as overload assignments, and the determination is made to offer only two sections in the next semester, then one of those two sections must be assigned to part-time faculty.

Management is not required under this Article to split a class in order to meet a faculty member's modal load.

13-1.E. Remedy – When preference to an assignment under this Article has been improperly denied, the Grievant shall be entitled to treatment in the subsequent semester as if the appropriate assignment had been made (i.e. semesters of service, mode, median, current status). In addition, one of the following remedies shall be granted:

1. Provided that the remedy can be implemented prior to the beginning of the assignment to which preference was denied, the Grievant shall receive the percentage of a full-time load he/she would have received but for the improper application of this Article; provided, however, the specific assignment shall be determined by the District in accordance with the Contract.
2. When the remedy is not implemented prior to the beginning of the assignment to which preference was denied, the remedy shall be limited to the following:

2.1 Continuation of medical benefits at the District's expense provided the Grievant was eligible for and received such benefits in the prior semester; and further provided that the cost of dependent care benefits, if any, shall be paid in accord with Article 21.B.3.

2.2 Assignments in subsequent semester(s), in addition to any assignment to which the Grievant may otherwise have preference under this Article, until the missed assignment has been worked, provided an assignment is available for which the Grievant is qualified; and further provided that, in no event, shall such assignment(s) together with all other assignments received by the Grievant exceed 67% of a full-time load within an academic year.

13-1.F. Exceptions – This Article shall not apply with respect to the following:

1. Site supervision.
2. Categorically/grant-funded non-instructional assignments other than counseling, library, and student health assignments.
3. Contract Education and Community Services assignments, that area not in existing subject areas or departments.
4. A temporary, part-time faculty member with four or fewer semesters of service unless he/she has been evaluated as satisfactory.
5. A temporary, part-time faculty member whose services are terminated for reasons other than lack of an available assignment. (Ref. Article 13.E)
6. Overload assignments to courses not taught by hourly faculty twice in the last ten (10) semesters will be excluded from consideration in C.
7. Retired faculty re-employed as faculty, whether previously employed as full-time or as temporary, part-time.
8. Graduate students hired on or after July 1, 1997, as faculty interns; other temporary hourly faculty hired on or after July 1, 1997, on an emergency basis; and all other temporary hourly faculty hired on or after July 1, 1997, whose hiring was not through the usual process. This exclusion does not apply to any faculty under this section who are subsequently selected for employment under established hiring procedures.

13-1.G. Part-time employees are ineligible for leave under Article 17.H, Family Medical Leave. However, part-time employees who are unable to work part or all of their assignment, due to an event for which leave is granted to eligible employees under Article 17.H, shall be considered current employees within the meaning of Article 13-1.B.6 from the date they become unavailable for employment, until the conclusion of the next complete semester. Verification of the qualifying condition or event causing them to be unavailable for employment shall be provided by the employee in the manner specified in Article 17.H. Part-time employees under this section shall accrue additional semesters of service only in accordance with Article 20.C.2. Part-time employees unavailable for employment under this section shall retain eligibility for the same modal load for assignment purposes that they had prior to the time they stopped working. Part-time employees may use the procedure provided in this section no more

than once in any twenty-four-month period running backwards from the date the rights under this section are first invoked.

13-1.H. Break in Service – A break in service for purposes of reemployment preference shall be defined as absence for a period of more than four consecutive semesters (a one-month grace period shall be given). Following such break in service, the employee must reapply for and be placed on the part-time pool list for the department or subject area in order to be eligible for reemployment. Modal or median load must be reestablished and will be based on the employee’s assigned load for semesters of service following the break in service.

13-1.I. Recall

1. Temporary part time faculty who have acquired a reemployment preference under this article and who are not currently employed due to a lack of available hours shall retain their reemployment preference right under this article for up to four (4) semesters.
2. Temporary part time faculty who wish to invoke their right under this recall provision shall notify their Department Chair in writing as soon as possible, and no later than the first week of instruction that they wish to be considered for future assignments in the next semester. The notification will include information as to where the Department Chair may send a preference form. Re-notification is required each succeeding semester in which faculty seek to invoke their recall right.
3. Department Chairs will provide a preference form to temporary part time faculty who have complied with the notification requirement. Part time faculty are required to turn in their preference form in the same manner and by the same deadline as current employees.

52. San Joaquin Community College District CBA 2018-2021

17.3.0 Seniority Lists

The District shall maintain separate seniority lists for full time and adjunct associate faculty based on original date of hire and sorted by faculty service areas (FSA’s). The Instruction Office shall maintain these lists updated annually for each discipline group, and shall include the number of units assigned in the prior academic year. These lists will be provided to the SJDCTA President no later than September 30 of each year. If two or more members in the same group have the same hire date, seniority placement shall be determined by lot. Only service as a faculty member shall count toward the attainment of seniority for purposes of this paragraph. Adjunct associate faculty who do not teach for 39 months shall be removed from the seniority list. Full time faculty who retire and seek to teach part time shall be placed on the adjunct associate faculty list based on their original date of hire. Full time faculty on a Reduced Service Partial Retirement Plan or Sabbatical Leave shall not be eligible for overload.

17.3.2 Adjunct Assignments and Seniority

17.3.2.1 Assignment

Based on the seniority list described in 17.3.0 the availability of load as determined by the District, and the completion of the survey process as outlined in 17.3.3, all adjunct associate faculty shall be considered for assignment each semester. The District shall make every reasonable effort to honor the requested number of units and assignments per the survey referenced in 17.3.3 below. The foregoing assignments shall take into consideration adjunct evaluations, seniority, qualifications and availability as referenced in Education Code Section 87482.3. Additional assignments may be offered when the District determines the additional units would be in the best interest of the District and student success. In no case shall assigned loads exceed 67% of a full time load in hours without approval of the appropriate Vice President with concurrent notification to the SJDCTA President.

17.3.2.2 No Reasonable Assurance of Continued Employment In accordance with Education Code, Section 87482.3.d, all instances of adjunct associate assignments for faculty shall be contingent on enrollment, adequate funding and subject to program changes; no adjunct associate faculty member shall have reasonable assurance of continued employment at any point regardless of their seniority status.

17.3.3 Availability Survey

The District shall send all eligible faculty an Availability Survey not less than one month prior to the start of the scheduling process for fall, spring, and summer. The survey will ask faculty to indicate course titles/counseling/library services, as well as modalities, for which they would like to be considered. Additionally, faculty will be asked to provide their days/times available and campus locations. Faculty shall have ten (10) working days to complete and submit the completed survey in order to be considered for assignment.

17.3.4 Class Sections Added

In cases where District managers need to add classes or counseling/library services after the publication of the schedule, they may rely on full time or part time faculty. The District manager will make every effort to first rely on the processes defined in 17.3.1 and 17.3.2, when issuing overload or adjunct assignments.

17.3.5 Timely Response to Requests

When District managers offer faculty an overload or hourly assignment, faculty shall have ten (10) working days to accept or refuse the assignment.

Failure to respond within the allotted time can result in loss of the unit assignment for that semester. In the event of extenuating circumstances (e.g., hospitalization or military duty, with documentation), the faculty member may request an exemption. The exemption will be granted or denied by the appropriate Assistant Superintendent/Vice President with concurrent notification to the SJDCTA President. If granted, the faculty member will be offered the next available load to meet the requirements of

17.3.1 or 17.3.2. If faculty withdraw after having accepted an assignment and it is within fifteen (15) calendar days of the start of class, the Dean retains the right to assign the class at their discretion.

17.3.6 No "Bumping" After Class Cancellations The parties understand that when class sections or assignments get cancelled, faculty have no right to "bump" less senior faculty from an already approved

assignment. Faculty whose class(es) were cancelled shall be given priority to any assignments that have not been assigned, including but not limited to newly added courses and/or hours.

17.3.7 Cross-Discipline Assignments

Faculty with FSA's that cross discipline lines shall be responsible to coordinate with the dean of their primary area of assignment and the dean(s) of any secondary area(s) in which they seek additional load/overload in a timely manner.

17.3.8 Underperforming Faculty

Faculty who receive an overall unsatisfactory rating in the course of the evaluation process and who are placed on a Performance Improvement Plan (PIP) shall be assigned only one overload/hourly class section in the subsequent semester/term in the seniority selection process. Once a faculty member successfully completes a PIP, they shall return to their status on the seniority list. If a faculty member is unsuccessful in completing a PIP, the District, at minimum, shall place that faculty member at the bottom of the appropriate seniority list. For the purposes of evaluation, part time faculty shall not be subject to the final two evaluative domains on the administrative evaluation (Campus Involvement and Professional Community Involvement/Achievement – these shall be marked “not applicable”).

53. San Jose/Evergreen Community College CBA 2017-2020

9.17 SENIORITY REHIRE RIGHTS

9.17.1 Adjunct faculty may attain Seniority Rehire Preference (SRP) status at either 33% or 40% load. The load requirement to satisfy the SRP entitlement is 33%/40%. The load limit should not be construed to be 33%/40%. Adjuncts may be offered additional assignments that exceed the SRP load requirement up to 67%. Assignments are defined by load. SRP status provides a qualified adjunct faculty member with seniority rehire preference rights over other less senior adjunct faculty for a single discipline. Discipline is defined by the Minimum Qualifications for Faculty and Administrators in California Community Colleges. Nothing in this language prohibits a faculty member from additional assignments outside the single discipline as long as the faculty member meets the Minimum Qualifications and is qualified as outlined in 9.18.2.

In the special circumstances where an adjunct faculty member with SRP does not receive the 33% or 40% SRP load (underloaded) in the SRP discipline, the adjunct faculty member may be entitled to additional assignments outside the single discipline based on the following:

- Current SRP Faculty in a single discipline (prioritized by SRP date within discipline)
- Underloaded adjunct faculty member is placed at the bottom of the SRP list in the alternate discipline
- Underloaded adjunct faculty member does not “move up” the SRP list according to his/her original SRP date
- The underloaded faculty member may not displace any assigned sections with other adjunct faculty members in the alternate discipline.

Underloaded adjunct faculty member bears the responsibility to notify alternate discipline dean for additional assignments. Alternate assignments shall be made on a semester basis only.

9.17.2 For the purposes of this article only, “qualified” shall mean (1) meeting the state minimum qualification for the “Faculty Service Area” (FSA), (2) having adequate preparation for the specific course for assignment through appropriate education or experience, and (3) possessing effective skills relevant to the specific course or assignment. The deans shall retain the “right of assignment” and will determine what courses will be offered to best meet the needs of the students and the division/department. Adjunct faculty members shall be assigned classes by seniority. A seniority list shall be established for all adjunct faculty based on their first adjunct employment in the District. Any service preceding a break in service of five years or more shall not count towards seniority. Therefore, a seniority date will be changed to the most recent hire date if the adjunct faculty member has not been employed by the District for five (5) or more academic years. In cases of equal seniority between two or more adjunct faculty members, ties shall be determined by lot.

9.17.3 Attaining SRP: Adjunct Faculty

9.17.3.1 To be eligible for seniority rehire preference, the adjunct faculty member shall teach a minimum 33% load per semester (not including summer session or intersession) for three (3) consecutive semesters with positive performance evaluations. If an evaluation is not performed, it shall be considered as if a positive evaluation has occurred.

9.17.3.2 To be eligible for seniority rehire preference, non-instructional faculty, counselors, librarians and nurses must have an assignment equal to 33% or more load and positive performance evaluations as described above in Section 9.18.3.1. The 33% (175 hours or more) is based on a full semester calculation.

9.17.3.3 An exception to the three (3) consecutive semester rule shall apply when an adjunct faculty member has worked at least 33% for two consecutive semesters with positive evaluations, is offered and accepts at least 33% for a third consecutive semester, but actually works 10% or more but less than 33% due to any of the following:

- The adjunct faculty member’s class is cancelled
- The adjunct faculty member accepts an assignment for the District at either campus that is not a regular adjunct faculty assignment.
- A part of the assignment is withdrawn because it is needed to fill the load of a full-time faculty member (to 100%) or of an adjunct faculty member with SRP where a load correction was necessary (to 33% or 40%, depending on SRP status).

9.17.3.4 The adjunct faculty with a 10% or greater load shall be evaluated for attaining SRP based on the remaining load.

9.17.3.5 For adjunct faculty who teach classes that are offered only once a year, SRP may be earned by meeting the standards contained in section 9.18.1 and by teaching a 33% or 40% load over three consecutive academic years with positive evaluations.

9.17.4 Attaining SRP: Full-Time Categorical Non-Tenured Faculty and Temporary Full-Time Faculty In the event that full time categorical non tenured faculty members and temporary full time faculty are subsequently hired without a break in service, as an adjunct faculty their teaching/non instructional experience shall be applied to attaining SRP at 40%.

9.17.4.1 If they have three (3) consecutive semesters and positive evaluations (Article

9.18.3.1) they will have SRP at 40%

9.17.4.2 With less than 3 consecutive semesters, they will be in the process of attaining SRP with the number of semesters they have already completed.

9.17.5 Adjunct Faculty with SRP: This section applies to adjunct faculty members who have already achieved SRP

9.17.5.1 Once seniority rehire preference has been granted, ongoing evaluations of performance shall occur once every six (6) semesters or more often if warranted.

The summary evaluation for adjunct evaluations shall be determined by mutual agreement between the peer and the administrator. Re-employment preference may be withdrawn if an appraisal of the adjunct faculty member's performance is unsatisfactory in any of the four categories on the summary evaluation form. If there is prior discipline or if an investigation of student complaints or surveys substantiates performance problems, an improvement plan may be discussed with adjunct faculty members.

9.17.5.2 To be eligible for seniority rehire preference, non-instructional faculty, counselors, librarians and nurses must have an assignment equal to 33% or more load and positive performance evaluations as described above in Section 9.18.3.1. The 33% (175 hours or more) is based on a full semester calculation.

9.17.5.3 SRP is withdrawn if the adjunct faculty member does not work the SRP load in any semester except for the following reason:

- Leaves that are comparable to those defined in the Family Medical Leave Act (FMLA), such as for the birth, adoption or placement of a foster child; to care for a seriously ill family member or domestic partner; or medical leave for the serious illness of the faculty member.
- An adjunct faculty member's class is canceled.
- An adjunct faculty member accepts an assignment for the District at either campus that is not a regular adjunct faculty assignment.
- The assignment is withdrawn because it is needed to fill the load of a full-time faculty member (to 100%) or to fill the load of an adjunct faculty member with SRP where a load correction was necessary (to 33% or 40%, depending on SRP status).
- An adjunct faculty member with SRP may request one semester off during a five-semester period and still maintain SRP. Eligibility for each subsequent leave shall be measured from the beginning of the semester that the prior leave was taken. An adjunct faculty member who makes such a request shall receive an evaluation prior to approval of the request for time off.

The adjunct member must receive a positive evaluation for approval to take time off while maintaining SRP.

If an evaluation is not performed, it shall be considered as if a positive evaluation has occurred.

9.17.5.4 Insufficient Load for SRP Adjunct Faculty

- SRP is maintained if the only available load is less than the 33%/40% SRP entitlement.
- If no load is available, the adjunct faculty member shall remain on the SRP list for four (4) academic semesters beginning with the semester in which non load was available. At the end of four (4) academic semesters, assuming no available load, the adjunct shall be removed from the SRP list.
- Each semester the administrator/designee shall by district email, provide the adjunct faculty notification of class availability and request for preferences. The administrator/designee shall notify adjunct faculty when no load is available.

9.17.6 Award of Seniority Rehire Preference: Adjunct faculty who have successfully achieved SRP shall receive a notification from the Office of Academic Support (SJCC) or the Office of Academic Services (EVC). The notice shall confirm the award of Seniority Rehire Preference (SRP), the responsibility to retain SRP by the maintenance of the 33%/40% load requirement, and a reference to Article 9.18 of the Collective Bargaining Agreement. The load requirement to satisfy the SRP entitlement is 33%/40%. The load limit should not be construed to be 33%/40%. Adjuncts may be offered additional assignments that exceed the SRP load requirement up to 67%.

9.17.7 Adjustment in Seniority Rehire Status: An adjunct faculty member who attained SRP at 33% shall achieve SRP at 40%, after an additional three consecutive semesters of working with a minimum load of 40% retroactive beginning with the Spring 2012 semester. The retroactivity provision applies to those individuals who had earned SRP at 33% and worked with a minimum load of 40% in Spring 2012, Fall 2012, Spring 2013 shall have their SRP status adjusted to 40%.

Effective Fall 2014

9.17.8 Standing/rank on the seniority rehire list does not guarantee a minimum load or, in the case of a class cancellation, it does not provide the right to claim an assignment already offered to and accepted by an adjunct faculty member of lower rank (or no rank). Seniority rehire preference will be exercised during the scheduling process but will not supersede student demand for courses, instructional program requirements, or required competence for teaching specific courses.

9.17.8.1 Within the established schedule development process, the amount of time to build a schedule for each term varies given the size and complexity of the academic unit. Deans are provided with an SRP list that identifies the faculty by name, division, department, hire date and SRP%. Each division/department's process may differ in terms of specifics but each must adhere to the priority of assignments.

9.17.8.2 The Dean shall

- inform the adjunct regarding the division/department's process.

- use a process that ensures assignments are offered to those who have earned the rehire rights by seniority and are qualified to teach the specific course.
- solicit input from adjunct faculty regarding preferences and availability. 9.17.9 All full time (tenured, tenure-track, and new hires) will be placed on the seniority list for overload assignments. Full time faculty will have the "right of first refusal" for un-staffed classes/assignments while schedule is finalized for each academic term before consideration of adjunct faculty on the seniority list. Once schedule is published any unstaffed classes/assignments that become available shall be offered, in order of seniority, to SRP adjuncts that are qualified to teach before the assignments are offered to any other. Load for an SRP adjunct may be in the range of 33% to 67%, but never to exceed 67%.

9.17.10 Retiree Rights to SRP: All full-time faculty members who retire from the District and are hired by the District to teach as adjunct instructors shall be considered initially to have SRP.

9.17.10.1 It is agreed that these retirees have already accomplished their three (3) consecutive semesters of teaching 33% or more with positive evaluations.

9.17.10.2 These returning retirees shall be placed on the SRP list in order of seniority, integrated into the current list of adjunct faculty with SRP.

9.17.10.3 These retired faculty members shall be subject to all other conditions of SRP except that retirees shall have the right to reduce their workload permanently and still maintain their SRP status for a period of eight semesters. At the end of eight semesters, employment with the District shall cease. (Exception: the first 180 days following retirement shall not be considered a break in service.)

9.17.11 Adjunct Retirees:

An adjunct faculty member who separates from employment due to retirement shall have SRP status reinstated if rehired within one year of retirement date. Upon rehire to SRP status, the adjunct faculty member shall retain their original date of hire and the step and column placement prior to retirement.

Upon separation due to retirement the adjunct faculty shall have access to the District email and free classes for one year.

54. San Mateo County Community College District CBA 2016-2019

ARTICLE 19: PART-TIME EMPLOYMENT

19.1 SENIORITY LISTS: Each Division or similar unit that employs part-time employees will establish a seniority list based on the first part-time employment at the specific college.

19.1.1 Regular faculty who are assigned an overload will be included in the divisional-based part-time seniority list.

19.1.2 Seniority lists shall be updated with new names and start dates that are added to the lists. Copies of the list shall be made available to faculty who make such a request. In addition, a copy of the seniority lists shall be forwarded to Human Resources by the date of the fall and spring first census and copies shall be made available in the Division Office.

19.1.3 If a break in service exceeds three (3) semesters, then the person's name is to be removed from the seniority list. If a part time faculty member requests, but is not given, an assignment, it will not constitute a break in service; however, if the faculty member is not given an assignment after requesting it for a period of six consecutive semesters, the person's name will be removed from the seniority list.

19.2 ASSIGNMENT AND RETENTION: Among the factors considered in determining retention and all assignments, including additional assignments that become available, are seniority, as described in 19.1, relative experience/qualifications and program need.

19.2.1 Factors included when giving due consideration to relative experience/qualifications include, but are not limited to:

- General teaching experience including other institutions, not just within the District;
- Related professional experience other than teaching;
- Skills and experience in specialized areas;
- Level of education/academic preparation; and
- Previous performance record (satisfactory or better) and adherence to District Rules and Regulations.

19.2.2 Program need includes, but is not limited to:

- Employee qualifications to carry out the assignment.
- Expertise and/or demonstrated practical experience in the specific requirements of the assignment;
- Employee ability to use and expose students to current information, technology and skills required in the assignment;
- Employee availability at needed time;
- Maintenance of an inclusive academic staff.

19.2.3 It is the responsibility of the part-time faculty member to provide information to management to be considered when determining retention and assignment.

19.2.4 When feasible, each College Division will make reasonable efforts to provide part-time faculty with the same or similar faculty load as in the previous term if the part-time faculty member has received two (2) consecutive satisfactory evaluations or has been given an assignment for six (6) semesters with no negative evaluations.

19.2.4.1 In any instance in which seniority is not followed, the documented reason shall be provided to the faculty member, and AFT, at least fifteen (15) working days prior to the first day of assignment, if the faculty member requests such documentation within ten (10) working days of receipt of the assignment

19.2.5 If a reduction in assignment is required, the appropriate administrator will discuss the reasons for the reduction with the part-time faculty member. If requested by the affected part-time faculty

member, the appropriate administrator will provide written confirmation of such reduction including the specific reason(s) for the reduction to the part-time faculty member.

19.2.6 If, during any semester, there are more part-time faculty members than there are available assignments, and if all of the criteria for determining assignments that are defined in 19.2.1 and 19.2.2 above have been met to the satisfaction of the appropriate administrator then the remaining available assignments shall be offered to those part-time faculty members who are most senior according to the Seniority Lists as described in 19.1, with the most senior part-timers being offered at least the same faculty load as in the previous term before a part-time faculty member with less seniority is offered an assignment.

19.2.7 The appropriate administrator will provide all part-time faculty a document to request assignments and loads for each subsequent semester prior to finalization of the class schedule. When feasible, part time faculty members will be notified of their proposed assignments at least fifteen (15) working days prior to the beginning of that assignment. If the assignment and load request is denied, the faculty member may submit a written request to appropriate administrator who shall provide in writing the reasons for the denial.

19.2.8 A part-time teaching faculty member whose assignment is reduced (e.g. class canceled due to financial exigency or low enrollment) within three weeks (fifteen working days) prior to the beginning of that assignment may not claim seniority as a reason to be reassigned in place of a less senior part-time faculty member provided that the less senior part-time faculty member had already been given an assignment prior to the three week period. However, seniority remains a factor to be considered whenever new or un-staffed assignments become available. A part-time faculty member whose assignment is reduced under this section will not lose his/her seniority or accumulated sick leave.

19.2.9 As provided in 19.2, 19.2.4, 19.2.6 and 19.2.8, when additional classes become available, after all the criteria for determining assignments that are defined in 19.2.1 and 19.2.2 have been met, classes will be offered to the most senior part-time faculty members until their faculty load request is met (not to exceed 67% of full time or as prescribed by law.)

55. Santa Barbara Community College District 2018-2021

ARTICLE 12: PROCEDURES FOR PART-TIME FACULTY REASSIGNMENT RIGHTS

12.1 BASIC SCHEDULING PRIORITIES

- a. Course offerings/assignments are created according to what will best serve student needs.
- b. Full-time faculty are assigned classes/assignments first in the order determined by the department.
- c. The department chair has the primary responsibility for determining part-time assignments for any remaining classes/assignments.

12.2 ASSIGNMENT OF PART-TIME FACULTY

- a. The objective is to assign the most qualified faculty member for each course taught/assignment in the department. For the purposes of this article only, "qualified" shall mean (1) meeting the state minimum qualification for the discipline (2) having adequate preparation for the specific course or assignment

through appropriate education or experience, and (3) possessing effective skills and other criteria relevant to the specific class or assignment.

b. Such criteria may include the following, listed in no particular order:

i. Education

ii. Discipline-specific professional development

iii. Scope and recency of experience

iv. Evaluations

v. Diversity

vi. Currency in area or subject(s) taught

vii. Previous assignments within the department

viii. Professional certification where appropriate

c. When professional certification is necessary to ensure student safety and/or subject matter currency, possession of certification supersedes all other criteria when determining class(es)/assignments.

d. The department chair in consultation with full-time faculty has the prerogative to establish a list of qualified candidates for any or all classes/assignments based on course-specific or assignment-specific qualifications. Part-time faculty members will be responsible for submitting any required documentation in order to be considered for inclusion on course-specific/assignment-specific eligibility lists.

e. If a part-time faculty member's available days and times do not match the department's unmet need at their point of assignment distribution, that faculty member will not receive an assignment. Lack of availability with respect to the needs of the department for any two semesters within a three-year period constitutes a break in service. (See section IV.a.)

f. Reassignment procedures do not guarantee a load or provide tenure, permanent status or any employment rights greater than those provided under Education Code 87665.

12.3 SENIORITY REHIRE PREFERENCE (SRP)

a. After 4 consecutively offered semesters of service (not including Summer session) with 3 satisfactory evaluations, a part-time faculty member will attain seniority rehire preference (SRP). While taking into account criteria 1- 8, as listed in section II.b (and II.d if applicable), part-time faculty with SRP will be offered 1 class - or the equivalent for educational support faculty - if available.

b. Should a part-time faculty member receive one "Substandard" evaluation or two consecutive "Needs Improvement" evaluations, that faculty member will lose their SRP.

c. For the purposes of determining placement on the seniority list, a retired full-time faculty member's original full-time hire date will be used.

d. A temporary contract will be treated as part-time employment.

e. Breaks in Service will apply to retired faculty only after the STRS mandated wait period of 180 days.

12.4 BREAKS IN SERVICE

- a. Part-time faculty will lose SRP status if the part-time faculty member is unavailable with respect to the needs of the department for two semesters within a three-year period. (See section II.e). This refers to the part-time member's submission of availability prior to the start of scheduling.
- b. Once the schedule has already been made, a part-time faculty member will lose SRP status if an assignment is declined in any particular semester. This refers to declining an initial offer or at any point prior to or after that scheduled class begins.
- c. When SRP is lost, it must then be reestablished by following the process specified in section III.a. Exceptions shall be made for verified illness or extenuating personal or professional circumstances that are approved as an exception by the department chair and area dean. The acceptance of another work assignment at another institution shall not constitute a compelling personal or professional reason.
- d. Part-time faculty shall not lose SRP if the class/assignment was cancelled, not offered by the department, or lost due to "bumping" by a full-time faculty member.

12.5 DISTRIBUTION OF CLASS(ES)/ASSIGNMENTS

12.5.1 Scheduling will be done as follows: Using criteria 1-8 as listed in section II.b (and the lists described in 11.d. if applicable), one class - or the equivalent for educational support faculty will be assigned to all part-time faculty members with SRP in order of longevity, as long as a suitable class/assignment is available for each of those part-time faculty with SRP.

12.5.1.1 If any class(es)/assignments remain after this first step (V.I), those remaining class(es)/assignments will be distributed according to criteria 1-8 in section II.b above. Nothing precludes these remaining class(es)/assignments from being distributed to part-time faculty with less seniority.

12.6 OTHER

12.6.1 During any particular semester, once initial part-time faculty assignments have been submitted to the scheduling office, SRP will no longer be a factor for class(es)/assignments.

12.6.2 For non-instructional assignments, SRP will no longer apply after the schedule has been submitted to the area dean.

12.6.3 Full-time faculty have the right to "bump" part-time faculty members.

12.7 NEW HIRES

12.7.1 The afore-mentioned procedures (II.A-VI.C) will not preclude a department chair from hiring a new part-time faculty member in order to address an emerging, changing, or unmet departmental need.

12.8 CONFLICTS

12.8.1 If a part-time faculty member believes that this procedure has been violated, they may file a grievance pursuant to Art. 6, up to Level II of the contract grievance procedure (i.e., the decision of the Executive Vice President of Educational Programs is final and binding).

12.9 SUMMER SCHOOL ASSIGNMENT

12.9.1 Summer school is not part of the regular academic year. Summer assignments will be given to full-time faculty first, and remaining assignments will be made at the discretion of the department

56. Santa Clarita Community College District 2017-2020

ARTICLE 6: ASSIGNMENT AND SCHEDULING

6.1 Purpose: The purpose of this Article is to create stable pools of highly experienced part-time faculty members through assignment methods that are objective and consistent under Education Code. The provisions in this article become effective for scheduling of the spring 2019 semester.

6.2 When there is need for additional faculty service beyond that provided by regular, contract, and/or temporary District full-time faculty, the District will make assignments in accordance with this Article for part-time faculty members, including some applicable sections for noncredit part-time faculty (see article 21 for more details). The minimum qualifications, as defined by the California Community College Chancellor's Office and the district, must be met before any assignment can be granted. Unit members who have been or are currently being investigated for a legitimate violation of the District's written policies and procedures, that has been reviewed by Human Resources, may not receive an assignment.

6.3 Definitions

6.3.1 Assignment: Any course, lab, activity, or non-classroom assignment that generates load. If a lecture and lab are taught in tandem as one section, the department chair may determine whether to assign the section as one assignment or as separate assignments.

6.3.2 Date of Hire (DoH): The DoH is the date an individual is hired by the District as a part-time faculty member in the academic discipline for which an assignment is offered. If an instructor works in multiple disciplines, the DoH in each discipline will be assigned respective to the particular discipline.

6.3.3 Date of Certification (DoC): The DoC is the date the part-time faculty member earns their online certification as established by the District.

6.3.4 Retirees: Retired COCFA unit members who have now become AFT unit members. AFT unit members already in this category as of the ratification of this contract will be grandfathered into the pool structure in 6.4.2. based on their original COCFA hire date, as their date of hire (DoH).

6.3.5 Current part-time faculty members: Members with assignments within the past three (3) academic years beginning with Fall semester. If a unit member is no longer interested in receiving assignments in their discipline, the unit member must inform the department that they no longer wish to receive assignments.

6.4 Assignment for part-time faculty: The district retains the right to make assignments for all part-time faculty members who meet the requirements for each applicable pool in order of ranking according to section 6.4.2.

A. Department chairs will email a complete list of available sections or other work assignments using the canyons.edu domain to the current part-time faculty members, by the deadlines specified in 6.6 and posted on a secure online site.

B. Part-time faculty members may request ranked assignments that corresponds to a class prefix as listed in the college catalogue, or indicate a preferred day and time range of availability for an assignment, by replying to the email sent by the department chair within eight (8) calendar days of the date the email was sent.

C. Part-time faculty members will receive course sections or other work assignments after regular and contract faculty assignments have been made. In the event a regular or contract faculty member's regular assignment is cancelled or reduced, the regular or contract faculty member may be assigned to a course section or work assignment previously assigned to a part-time faculty member, no later than fourteen (14) calendar days after the start of instruction.

D. At the discretion of the district, overload assignments shall be given to regular and contract faculty before course sections or other work assignments are made available to part-time faculty members.

E. Classes assigned to part-time members will not be reassigned to full-time instructors as overload assignments after the first day of class.

F. If an assignment previously given to a part-time faculty member was cancelled prior to the start of the term, and the district later adds one or more sections in the unit member's discipline, the unit member shall be offered a replacement assignment conditional to the criteria specified in section 6.2 before additional staffing assignments are made to other part-time faculty members. If the instructor declines the assignment, the unstaffed assignment will be made in accordance with sections 6.4.2. and 6.4.2.J.

G. Whenever possible, the names of part-time faculty should be listed in the schedule of classes rather than just described as "staff."

6.4.1. Adjunct Faculty Assignments (Credit and Noncredit): District assignments for Fall and Spring semesters will be adjusted in accordance with the following:

A. District assignments will start with the highest ranking based on the criteria outlined in section 6.4.2.

B. When there is an increase in the number of class sections within a discipline, priority will be given first to qualified regular or contract faculty, followed by parttime faculty members with the highest ranking.

C. The District reserves the right to reschedule an assignment to a different day, time, or location. If the assigned part-time faculty member declines the rescheduled assignment, the District is not obligated to offer another assignment. When an assignment is rescheduled, and the assigned part-time faculty declines the rescheduled assignment, the District will provide first right of refusal to the parttime faculty member with the highest ranking, unless the rescheduled assignment is requested by a qualified regular or contract faculty member.

D. Part-time faculty should be paid for the first week of an assignment when class is cancelled less than two weeks before the beginning of a semester. If a class meets more than once per week, part-time faculty should be paid for all classes that were scheduled for that week (see CA Ed. Code Sec. 87482.8). The appropriate instructional dean will make a good faith effort to notify the unit member of the entitled compensation. The unit member must submit a timesheet to the appropriate dean within two weeks of the time worked. If a class is cancelled after the initial meeting, the employee will be paid for the time worked. Compensation will be given based on the information provided in a timesheet as turned in by the part-time faculty member, which has been reviewed and approved by the instructional

dean. No part-time faculty member will be assigned a class that has already been given to another part-time faculty member, except under extraordinary circumstances (i.e. inability to teach).

E. The District reserves the right to initially leave some sections unstaffed due to uncertainty, as specified in section 6.6.

F. If the District assigns adjunct faculty to the previously unstaffed sections, it must do so according to pool rankings as specified in section 6.4.2. If sections are added late and/or after the teaching assignments have been made, assignment offers must adhere to the same pool rankings, except in situation outlined in 6.4.F.

6.4.2. Pool Rankings

A. The priority to receive assignments will be based on pool rankings, beginning in Pool 1, from the highest to the lowest rank.

B. Pool rankings will be based on DoH or DoC. If two unit members have the same hire or certification date, preference will be determined by the number of courses taught.

C. Assignments will be given first to part-time unit members in Pool 1, then to part-time unit members in Pool 2, and lastly to part-time unit members in Pool 3.

D. Pool 1: These part-time faculty members must meet ALL three (3) criteria below:

1. Have taught or been given non-classroom assignments for a combination of at least twenty (20) regular semesters or sessions
2. Received an average of 3.5 or better in the most recent evaluation
3. Do not have any score of 1.0 or 2.0 in any sections A through G of the academic evaluation form

E. Pool 2: These part-time faculty members must meet ALL three (3) criteria below:

1. Have taught or been given a non-classroom assignment for at least one (1) regular semester or session
2. Received an average of 3.5 or better in the most recent evaluation
3. Do not have any score of 1.0 in any sections A through G of the academic evaluation form

F. Pool 3: These part-time faculty members meet at least one criteria below:

1. Newly hired
2. Received less than an average of 3.5 in the most recent evaluation
3. Received an evaluation score of 1.0 or 2.0 in any section A through G of the academic evaluation form
4. Returning part-time faculty members after a voluntary break in service of more than six (6) consecutive semesters

G. Retired COC full time faculty who return to teach part-time and have an average evaluation score of 3.5 or better on their last evaluation as a full-time faculty members will be placed in Pool 1. The DoH for

a retired COCFA unit member, who retires after the ratification of this contract, will be assigned per Section 6.3.2. For retired COCFA unit members who retired prior to the ratification of this contract, see section 6.3.4.

H. Management and Classified employees concurrently teaching part-time will be assigned a DoH per Section 6.3.2. and will be placed in the appropriate pool corresponding to their most recent evaluation, unless they are not paid for teaching the course.

I. In the case of a tie in DoH, the assignment will be given to the instructor who has taught the most number of courses at College of the Canyons. If a tie remains, the assignment will be made by lottery.

J. If less than three (3) sections of a course are offered per semester, courses are delivered to incarcerated students, are part of a non-credit course continuation, or are part of an ISA (i.e. public safety agency), a Department Chair may assign the course independent of the part-time faculty member's pool ranking (based on the specialization, expertise, or current appropriate training or certification in the discipline as evidenced by education, work history, or certification required to teach the course), The Department Chair will indicate on the online posted schedule why person of lesser rank was assigned to a course (i.e. work history, education, or certification).

K. In order to receive an online or hybrid course assignment, the instructor must be online certified per district policy. If less than three (3) sections of a course are offered per semester, a Department Chair may assign the course independent of the part-time faculty member's pool ranking (based on the specialization, expertise, or current appropriate training or certification in the discipline as evidenced by education, work history, or certification required to teach the course), The Department Chair will indicate on the online posted schedule why a person of lesser rank was assigned to a course (i.e. work history, education, or certification). Online courses will be assigned according to the online pool system (6.4.2.M).

L. For co-listed (e.g., KPEA 150A, KPEA 150B, KPEA 150C) and cross-listed (e.g., ARCHT 110 and ID 110) classes, where multiple sections exist at the same time and place with the same instructor, this will constitute one section.

M. For online and hybrid courses, pool membership will be based on the most recent online or hybrid course evaluation score and the number of semesters during which an instructor taught an online or hybrid course. Pool ranking for online and hybrid courses will be determined by the date the instructor was certified to teach online courses.

N. The ranked list of all adjuncts in all disciplines, using pools, will be made available by HR to the President of AFT and the Office of Academic Affairs by the 1st Monday in April, once per year. All semesters and sessions through the first Monday in April will be included in the ranked list.

6.4.3 Assignments for all Pools: Part-time faculty members may not exceed a 67% load, unless requested to do so by the District. Part-time faculty members will receive their choice of assignment based on their pool membership and ranking, starting with the highest ranking first.

6.4.3.1 Part-time faculty members in Pool 1 will be offered between a 60-67% load, subject to availability of sections.

6.4.3.2 Part-time faculty members in Pool 2 will be offered one (1) course, subject to availability of sections. Unit members who received 2 course sections during, either Fall 2017 or Spring 2018, will be grandfathered and continue to be offered two sections during the term of this contract.

6.4.3.3 Part-time faculty members in Pool 3 will be offered one (1) course, subject to availability of sections.

6.4.3.4 If there are sections still available after all Pool 3 adjuncts have received one (1) section, the department chair will return to the top of Pool 2 and then Pool 3 and continue assigning sections until none remain.

6.4.3.5 Winter and Summer Sessions – The lists of Pool 1, Pool 2, and Pool 3 will not be used when staffing during the Winter intersession or Summer sessions, and assignments will be made according to 6.2.

6.4.4. Failure to provide an evaluation a failure of the District to fulfill the evaluation frequency requirement set forth in Article 8 is considered grievable.

6.5 Assignments and Offer Lists: Each semester, assignment lists will be electronically generated by the chair and/or dean. Department chairs will send an email with all available sections to all current part-time faculty members and posted on a secure online site in accordance with section

6.6. Once the assignments have been made, the list containing all the offered sections shall include the information below, which will be posted on a secure online site:

6.5.1 Name of part-time faculty member

6.5.2 Part-time faculty member ranking (i.e. pool number and pool ranking)

6.5.3 Scheduled assignment(s)

6.5.4 Where applicable, exceptions to pool rankings as per section 6.4.2.J. It is the responsibility of the part-time faculty member to notify the department chair and the dean of any inaccuracies regarding ranking or any other information within seven (7) calendar days of receiving the assignment list.

6.6 Timeline: The District will staff sections according to the timeline below. The District will notify AFT of reasons for exceptions to the timeline below. Exceptions to the timeline below may include the following:

- Uncertainty in funding that results in a reduction or expansion of department course offerings;
- Change in course availability due to the change in the number of department full-time faculty or full-time faculty reassigned/release time;
- Change in course offerings due to a change in curriculum, reorganization, or administrative priorities concerning enrollment;
- Change in off-campus site priorities (e.g. Nursing clinical sites) external to the college; and
- Technical difficulties with software or data systems.

	Department Chairs to send List of Available Sections to all current parttime faculty members	Department Chairs to send Offers of Assigned Sections to all current parttime faculty members
Summer	Fall No earlier than the Spring Semester during the Summer No earlier than the Spring Semester Flex Week and no later than the first Monday in March.	Last Week in March
Fall	No earlier than the Spring Semester Flex Week and no later than the second Monday in April. Second Week in May Winter/Spring No earlier than the Fall Semester Fl	Second Week in May
Winter/Spring	No earlier than the Fall Semester Flex Week and no later than the first Monday in October.	First Week in November

57. Santa Monica Community College District 2019-2022

6.5 Part-time Faculty:

6.5.1 General Provisions: Part-time faculty are Classroom and/or Non-classroom faculty who are hired under the provisions of Education Code 87482. et al. Part-time faculty assignments may not exceed 67% of a full-time assignment.

6.5.2 Department Meetings: Part-time faculty employed for either the regular fall or regular spring semester shall attend at least one department meeting per semester as part of their semester assignment. If department meetings are always held at times that conflict with the faculty member's other employment, department chairs or the appropriate academic administrator may excuse the faculty member from this requirement.

Part-time faculty have the right to attend department meetings. Part-time faculty shall be notified by department chairs of department meetings concurrently with full-time faculty.

6.5.3 Employment Contracts: Sample contracts for part-time employment are shown in Appendix L, and cannot be changed without prior consultation with the Association. The Association shall be informed as to which contracts will be distributed as soon as the District has reached a decision, but in no event later than the first day of classes for the relevant semester or intersession. Payment for full semester assignments shall be calculated at 18 weeks times the weekly load for those paid as graded hourly faculty.

6.5.4 Assignment: Department chairs or the appropriate academic administrator shall inform part-time faculty of their tentative schedule for an upcoming semester at the earliest possible time. Any changes that occur to this tentative schedule shall also be communicated at the earliest possible time. Other issues pertaining to part-time faculty assignments are specified in section 6.7.

6.6 Associate Faculty:

6.6.1 Purpose: The purpose of this provision is to grant, on an annual basis, some degree of employment stability for eligible part-time faculty members within the limitations imposed by the District's needs to create course schedules that match current student demand and provide appropriate assignments for full-time faculty members.

6.6.2 Eligibility: After five consecutive semesters of employment with the District, with an assignment of at least 5 LHE per week within a discipline for each of the five consecutive semesters, a part-time faculty member shall be designated as "Associate Faculty" provided that the part-time faculty member has not received less than a satisfactory evaluation during the qualifying five semesters. No more than 60% of the part-time faculty in a discipline within a department shall have Associate Faculty status. (For the purposes of this provision, discipline shall be defined as listed in the Board of Governors Minimum Qualifications for Faculty and Administrators in California Community Colleges.) In the event that the number of part-time faculty who qualify for associate faculty status within a discipline exceeds 60%, the Vice President of Academic Affairs or Student Affairs, a Faculty Association representative, and the department chair/leader will meet and confer to determine the associate faculty list for that discipline.

The appropriate Vice President, at his/her sole discretion, may waive the 5-LHE-per-week requirement and/or the 60% limit. In the event that the 60% limit is waived, the appropriate Vice-President, a Faculty Association representative, and the department chair/leader will meet and confer to determine the associate faculty list for that discipline. The District shall notify the part-time faculty member when he/she achieves Associate Faculty status (Appendix L-3). Notification of achievement of Associate Faculty Status shall occur by the 12th week of the spring semester of each year.

6.6.3: Associate Faculty List: Once a part-time faculty member is designated as Associate Faculty, he/she will be placed on the Associate Faculty list in an order to be determined by the date of first assignment in the department, provided that the part-time faculty member has not had a break in service. If there has been a break, the placement on the Associate Faculty list shall be determined by the faculty member's first semester of employment as a part-time faculty member in that discipline following the most recent break. For the purposes of this article, a break in service shall be defined as not having completed or not having been offered an assignment for two or more Fall/Spring cycles. If a tie exists, total teaching/non-teaching hours in the discipline shall be used to break the tie. The Associate Faculty list shall be updated for each department by the Academic Affairs Office by the 10th week of the spring semester each year. The updated list will be transmitted to the Faculty Association office and to each department.

6.6.4 Reemployment Right: Once the Associate Faculty list has been updated during the spring semester of each year, a part-time faculty member designated as Associate Faculty on that list shall be re-employed for the following Fall and Spring Semesters, with the total number of assigned teaching or non-teaching hours for the two consecutive semesters no less than the total number of assigned teaching or non-teaching hours in the fourth and fifth qualifying semesters ("Base Assignment") as long as the need for the assignments for which the associate faculty member is qualified continues as determined within the sole discretion of the department chair and the Vice President of Academic Affairs or Student Affairs. For the purpose of this article only, "qualified" means (1) possessing the appropriate minimum qualifications to render service in the assignment, and (2) having adequate preparation for the specific course or assignment through appropriate education or successful recent experience. The department chair shall be the judge of whether or not a part-time faculty member has

adequate preparation for the specific course or assignment, but, in making the judgment, the department chair shall apply assignment standards that are substantially the same as those used in assigning full-time faculty within the department. Associate faculty status may be renewed at an assignment level less than the “Base Assignment” if the number of assigned teaching or non-teaching hours for which the associate faculty member is qualified is less than his/her “Base Assignment”. Nothing in this section prevents an associate faculty member from receiving an assignment greater than the “Base Assignment”. The “Base Assignment” shall be adjusted to a lower number if the number of assigned hours is lower than the “Base Assignment” for two consecutive academic years. The “Base Assignment” shall be adjusted to a higher number if the number of assigned hours is greater than the “Base Assignment” for two consecutive academic years.

In either case, the new “Base Assignment” shall be adjusted to the number of assigned hours that is closer to the existing “Base Assignment”. The following examples illustrate how this adjustment may occur:

Annual “Base Assignment”	Assignment for Academic Year 1	Assignment for Academic Year 2	Assignment for Academic Year 3 /	New Annual “Base Assignment”
Example 1	15 Hours	17 Hours	18 Hours	17 Hours
Example 2	15 Hours	12 Hours	13 Hours	13 Hours

6.6.5 As long as they are qualified for the available assignments, part-time faculty with associate faculty status shall be offered an assignment before any part-time faculty member without associate faculty status is offered an assignment. If, during any particular semester, there are more part-time faculty with associate faculty status in a discipline than there are available assignments in that discipline, the seniority of part-time faculty shall be considered among the criteria used in offering assignments to associate faculty.

6.6.6 Associate faculty shall have the right to an assignment which displaces another part-time faculty member who is not an associate faculty member under the following conditions:

- (a) The associate faculty member was assigned a class that was canceled due to lack of enrollment or is withdrawn because it is needed to fill the load of a full-time faculty member.
- (b) There was no alternative assignment available for that associate faculty member through creation of a new class or by the trading of assignment with another faculty member.

A reasonable effort will be made by the Department Chair to offer a replacement course, for which the associate faculty member is qualified, that falls in the time frame documented on the faculty member’s assignment preference form.

6.6.7 Associate Faculty status non-renewal: If there is no assignment available for which the associate faculty member is qualified, the associate faculty status will not be renewed. In such cases, the affected faculty member’s name shall be placed on an “inactive” list for consideration of associate faculty status

renewal in the next cycle. If associate faculty status is not renewed in the next cycle, associate faculty status shall be terminated in accordance with 6.6.8 below. On or before the 12th week of the spring semester of each year, an associate faculty member shall be notified by the District in writing if his/her status is not to be renewed for the following academic year.

6.6.8. Associate Faculty status termination: An associate faculty member shall retain his/her associate faculty status unless, notwithstanding notification per 6.6.2 or 6.6.7, it is terminated pursuant to the following conditions:

- (a) The associate faculty member receives an evaluation that is less than satisfactory. The following additional language shall apply from the date of ratification of this Agreement until on August 22, 2022, at which time it will expire unless extended by mutual agreement: In the case of a Needs Improvement evaluation, associate faculty status shall be terminated at the end of the following semester for which the associate faculty member has an assignment unless the associate faculty member receives a satisfactory evaluation in such semester. In the event that an evaluation is not timely completed in such semester through no fault of the associate faculty member, it shall be completed as soon as possible in a subsequent semester and associate faculty status shall remain in effect until the evaluation is completed.
- (b) The associate faculty member fails to perform the normal and reasonable duties of his/her assignment or is otherwise guilty of misconduct as defined by Education Code 87732.
- (c) The associate faculty member declines all of his/her assignment in the discipline within the timeframe requested.
- (d) Associate Faculty status has not been renewed for two Fall/Spring cycles.
- (e) In the event that an Associate Faculty member is terminating his or her part-time employment with the District, an Associate Faculty member can request the termination of his or her status as long as this request is in writing to the Vice-President of Academic Affairs. This request must include an effective date. Before termination of Associate Faculty status, the associate faculty member shall be given written notice by the District of the reason for such termination.

6.6.9 Notwithstanding 6.6.5, Associate Faculty status shall not be terminated under the following circumstances:

- (a) An assignment is canceled for any reason other than misconduct or an evaluation that is less than satisfactory.
- (b) Verified illness or other extenuating personal circumstances which the part-time faculty member and the appropriate dean mutually agree make acceptance of assignment(s) impossible.
- (c) The part-time faculty member turns down an assignment that is offered to replace another assignment that was canceled.
- (d) The part-time faculty member requests not to receive an assignment in the department provided that the request is in writing and is received by the department chair at least 60 calendar days before the beginning of the semester. If a part-time faculty member makes only one request of this kind in any

five-year period, it shall be honored. A request not to receive an assignment for two consecutive semesters shall be counted as a single request.

(e) The part-time faculty member is a recipient of an “hourly task assignment.”

6.7 Assignment-General Provisions:

Classroom Faculty (Full-time and Part-time): Department chairs or faculty leaders, after taking into consideration the preference of tenured, probationary and part-time faculty members shall recommend assignments to the appropriate academic administrator. This provision does not imply that re employment is guaranteed for part-time faculty. Part-time faculty may be required to make their preferences known on a different form and at a different time than may be required of the tenured and probationary faculty. The academic administrator shall have final responsibility for assignments but shall make a reasonable effort to confer with the department chairs or faculty leaders or their designated alternatives if changes are to be made in the courses to be taught or the time schedules of those courses. Under normal circumstances, class assignments of tenured and probationary faculty shall be made between 8 a.m. and 3 p.m. on Monday, Tuesday, Wednesday, Thursday or Friday and may allow a week of 3, 4 or 5 scheduled teaching days. In general, faculty may teach classes in any of three class types: 1) A traditional class: a class taught in a District facility in a classroom; 2) Online/Distance Education: A class taught using computer technologies and not using campus classrooms or; 3) Hybrid Classes: A class taught both online and in a classroom.

When it is necessary in order to complete a full assignment, a faculty member may be assigned to any time during the regular day or evening schedule, but such an assignment should be made only under special circumstances. If tenured or probationary faculty members are required to teach an evening class as part of their contract load, they shall not be required to teach before 9:00 a.m. on the following day.

Counselors, Librarians and Health Services: Schedules, including but not limited to student contact, meetings, and preparation time, shall be authorized by the appropriate administrator after consultation with the faculty member.

58. Santa Rosa Junior College (Sonoma Community College District 2019-2022

Article 16 Hourly Assignments

16.01 INTRODUCTION

A. AFA and the District recognize that the hourly assignment process must reflect a spirit of fairness, lack of bias, and transparency toward faculty members filling those assignments. The provisions of this Article recognize the importance of providing a measure of job security to faculty members teaching on an hourly basis and the importance of meeting District needs.

B. Hourly Assignments: “Hourly assignments” means those assignments, generally paid on an hourly basis (Article 26: Salary Schedule Development) which remain available after all assignments for contract faculty and one-year agreements have been made or determined. Summer session and overload assignments for contract faculty are hourly assignments.

C. This Agreement describes provisions for departments, not disciplines.

D. This Agreement describes provisions for the Academic Year. Departments may create alternative summer procedures. For departments with no approved summer procedures, these provisions will apply during summer terms. Departments that routinely schedule courses and allied services after the schedule for that term has been electronically published (including but not limited to the departments of Public Safety, Counseling, and Agriculture) will recognize faculty members' rights pertaining to length of service and established load when recommending assignments.

E. For definitions regarding Hourly Assignments, see Article 7: Definitions.

16.02 DISTRICT, DEPARTMENT, AND FACULTY RIGHTS AND RESPONSIBILITIES

A. District Rights and Responsibilities

1. To meet student, community, and District needs, the District has the authority to develop the class schedule, including the array, location, and times of courses and services. The District has the right of assignment, and no obligations to employ faculty engaged in hourly assignments beyond those in law are expressed or implied in this Agreement.

2. The District, as represented by the supervising administrators and in collaboration with department chair and/or faculty program coordinators/directors, will determine the schedule of classes and allied services to be offered.

3. The supervising administrator and the department chair will verify any courses or services that are designated as meeting District Needs. Assignments that may be designated as meeting District Needs include, but are not limited to, those that require specific training or experience, require collaboration outside the regularly scheduled assignment, or must meet any special conditions of grants.

4. The supervising administrators will review and approve recommended schedules and assignments. Electronic Publication of the Schedule constitutes the District's approval of the schedule and assignments.

5. The District may cancel or revise initial, electronically published hourly assignments only in accordance with provisions cited in 16.06.

6. The District will communicate with faculty in order to promote transparency in making hourly assignments.

Article 16: Hourly Assignments

16.02.A. 6. a. Within one (1) week of the deadline for Proof 1, the office of the Vice President of Academic Affairs (VPAA) will email all faculty to notify them that the department length-of-service lists have been posted on the AFA website.

b. As soon as possible after the development of Proof 2, the District will post the Proof and email the faculty to notify them of this posting.

c. On the day the Class Schedule for each term is posted on the College's website, the District will notify all faculty of this posting, which constitutes the District's approval of the schedule and the offer of hourly assignments.

7. The District will make every attempt to provide remedy to a faculty member whose contractual right to an established load was violated by altering the schedule in a timely manner or, when this is not possible, providing compensatory load in a future term, within one (1) year of the error being brought to the District's attention.

B. Department Rights and Responsibilities

1. Department chairs, in consultation with the appropriate supervising administrators, contract faculty, and program coordinators and/or directors, have primary responsibility for the development of proposed class schedules and for recommending assignments; however, adjunct faculty serving as program coordinators and/or directors will not participate in recommending assignments.

2. Each department chair will make a schedule proposal and assignment recommendations for hourly assignments as described in this Agreement and will submit these to the department's supervising administrator for review and approval.

3. The department chair and supervising administrator will verify any courses or services that are designated as meeting District Needs. Assignments that may be designated as meeting District Needs include, but are not limited to, those that require specific training or experience, require collaboration outside the regularly scheduled assignment, or must meet any special conditions of grants.

4. The department chair will identify those faculty members who have verified that they meet Special Expertise and District Needs requirements.

5. Each department will maintain an accurate length-of-service list, including faculty name, most recent date of hire, and established loads.

a. The length-of-service list will include: regular faculty; probationary faculty in years 2, 3, and 4; year 1 probationary faculty who have received prior permission to perform an hourly assignment, as defined in 16.03.B.2; and adjunct faculty who are in at least the sixth semester of employment, unless such an adjunct faculty member has a break in service, as defined in 16.02.B.5.d-e, that results in his/her being removed from the list and returned to the pool. Semesters in which the adjunct faculty member performs only substitute assignments or those assignments defined as "professional ancillary activities" do not count toward the six (6) semesters required to earn a position on the length-of-service list.

b. Departmental date of hire will determine a faculty member's position on the length-of-service list. The departmental date of hire for all faculty members (adjunct, regular, probationary, temporary, and retired) is defined as the date of first paid service or return to paid service in the department.

16.02.B.5

c. For adjunct faculty members with the same date of first paid service or of return to paid service, the department chair and supervising administrator will determine positions on the length-of-service list by lottery.

d. A faculty member, including retired faculty, maintains his/her position on the length-of-service list unless s/he has a break in service longer than two (2) consecutive semesters plus the adjacent summer(s). Performing an assignment in the third semester preserves the faculty member's position on the length-of-service list. Adjunct faculty members with offer rights who would have been removed

from their department's length-of-service (LOS) list during the schedule reduction period of Spring 2019 through Spring 2021 shall remain on the LOS list until Fall 2022.

e. A faculty member who does not perform an assignment in the semester following a break in service of two (2) semesters plus the adjacent summers loses his/her position on the length-of-service list and is placed in the pool. Performing a new assignment establishes the date of return to paid service and a new, most recent date of hire.

f. Each department will update its length-of-service list each semester and forward it to AFA and the supervising administrator by the deadline for Proof 1 for each scheduling cycle.

6. The department will query its faculty members as to their interest in an hourly assignment for each term. This query will be sent to the faculty members' SRJC email accounts as follows: a) The query for spring will be sent the first week of the fall semester; b) the query for fall will be sent the first week of the spring semester; and c) the query for summer will be sent by October 1 of the preceding year. Faculty responses will be due to the department fourteen (14) calendar days after the query is sent.

C. Faculty Rights and Responsibilities

1. All faculty desiring hourly assignments are responsible for timely response to the department's solicitation of interest letter; complying with department processes for determining hourly assignments; meeting specified deadlines; and reviewing the department's length-of-service list and assignments to confirm that their contractual load has been met.

2. A faculty member who meets Special Expertise or District Needs requirements for specific courses or services is responsible for providing verification to the department.

3. Faculty members are responsible for timely notifying the chair, the District, or AFA of any error in load.

16.03 ELIGIBILITY AND GUIDELINES FOR MAKING HOURLY ASSIGNMENTS

A. Eligibility: To be eligible for a given hourly assignment, a faculty member must meet the following applicable criteria:

1. Satisfactory performance: After the first probationary evaluation, only faculty with a "Satisfactory" or "Satisfactory, Minor Improvement Needed" rating will be considered eligible for an hourly assignment, with the exception of an adjunct faculty member who has received an "Improvement Needed" rating and is being evaluated in a follow-up evaluation (Article 14B: Adjunct Faculty Evaluations, paragraph 14B.12.B.3).

2. Minimum Qualifications: A faculty member who meets the Minimum Qualifications in the discipline of the course or service is considered eligible to teach the course or perform the service unless approved Special Expertise or District Needs requirements apply to that course or service.

16.03.A. 3. Special Expertise: If there are approved Special Expertise requirements for a course or service, a faculty member is considered eligible to teach the course or perform the service if s/he provides to the department verification that s/he meets the Special Expertise requirements.

4. District Needs: For classes or services designated as meeting District Needs, a faculty member is considered eligible to teach the course or perform the service if s/he provides to the department verification that s/he meets the specified requirements. If the number of interested and qualified faculty members exceeds the number of assignments, the chair may recommend the faculty member most suitable for the assignment as long as the recommendation does not result in loss of established load for a faculty member higher on the length-of-service list.

B. Faculty Classification: Faculty classification (faculty with Offer Rights, year 1 probationary faculty, and adjunct faculty in the Adjunct Faculty Pool) is determined separately in each department in which a faculty member works. These provisions will be applied consistently for all departments.

1. Faculty with Offer Rights

a. Definition and Limitations

1) Offer rights confer a contractual entitlement to an offer of an established hourly load. The District commits to making such offers to eligible faculty in any given term that assignments are available with respect to the faculty member's position on the length-of-service list and established load, and within the provisions of Department-Specified Provisions (DSPs).

2) A right to an offer does not imply any guarantee about specific courses or allied assignments, specific days, specific times, or specific locations.

3) The names of all faculty members with offer rights will be added to the length-of-service list as defined in 16.02.B.5.

b. Adjunct faculty members with offer rights:

1) have successfully completed the probationary period; and they have a rating of "Satisfactory," "Satisfactory, Minor Improvement Needed," or "Improvement Needed" on their most recent evaluation. In conferring offer rights, the department has made a deliberate decision to offer the faculty member employment beyond the probationary period; and

2) must be in at least the sixth semester of employment. A faculty member who teaches only summer terms is eligible to earn offer rights in the sixth summer of employment. A semester (or, for summer-only faculty members, a term) counts toward earning offer rights if the faculty member performed an instructional or allied assignment. However, semesters (or terms) in which the adjunct faculty member performed only substitute assignments or only those assignments identified as professional ancillary activities do not count as one (1) of the six (6) semesters.

c. Contract faculty members with offer rights include regular faculty and probationary faculty in years 2, 3, and 4. Contract faculty members must have a "Satisfactory" or "Satisfactory, Minor Improvement Needed" on their most recent evaluation to be considered for an hourly assignment.

16.03.B. 2. Year 1 Probationary Faculty: Probationary faculty members in year 1 of the tenure review process who request an hourly assignment may be recommended for an hourly assignment with the prior approval of the supervising administrator and the VPAA, provided they are otherwise eligible for an assignment. If the request is approved, the faculty member's name will be added to the length-of-service list.

3. Adjunct Faculty Pool: Once hired, and after a break in service as defined in 16.02.B.5.d-e, an adjunct faculty member is placed in the Adjunct Faculty Pool.

a. A faculty member in the pool is an adjunct faculty member who has either not yet earned offer rights or, subsequent to having earned offer rights, has had a break in service as described in 16.02.B.5.d-e and is again placed in the pool.

b. A faculty member in the pool may be considered for an offer but has no contractual right to an offer.

c. After four (4) years without performing an assignment, the faculty member loses his/her position in the pool and his/her employment status and must reapply to the department.

d. A faculty member may voluntarily withdraw from the pool by submitting a letter of resignation to Human Resources.

e. The District may remove a faculty member from the pool if the individual becomes ineligible for employment based on a background check or for other valid reasons.

C. Guidelines for Making Assignments: In making assignment recommendations, the department will consider the following criteria in the following order:

1. Eligibility, as described in 16.03.A.

2. Timely response to the department's solicitation of interest.

3. Special Expertise requirements, subject to the order of the length-of-service

list and established load for each faculty member.

4. District Needs requirements.

5. Position on the length-of-service list and established load for each faculty member. To the extent possible, the department will recommend offers that meet the established load for each faculty member who timely responded to the department's solicitation of interest. Departments that require faculty members to state course and scheduling preferences will, if load is available, offer the established load to which a faculty member is entitled even if there are no available assignments that satisfy the faculty member's stated preferences.

a. Initial allocation

1) In ranked order of the length-of-service list, the department will initially allocate established load up to 40 percent.

a) If it is not possible to meet 40 percent exactly, the department will allocate a load greater than, but as close as possible, to 40 percent.

b) For departments offering a significant number of courses that have greater than 20 percent load value, the District and AFA may approve initial allocations of established load of greater than 40 percent. This initial load allocation will be specified on the DSP form (16.05.A.3).

16.03.C.5.a. 2) After establishing offer rights, a faculty member with no established hourly load will receive an offer of either 1) 20 percent or, 2) for departments whose programs include a significant

number of courses or services with loads less than or greater than 20 percent, a load specified on the DSP form (16.05.A.4).

b. If load remains after all faculty members with offer rights have received initial offers as described above, the department will recommend, in ranked order of the length-of-service list, additional offers to meet established loads up to and including 67 percent. If it is not possible to exactly meet the established load, the department will allocate a load as close as possible to the established load.

c. Load remaining after satisfying (a) and (b) above will first be offered, in ranked order, to faculty members with offer rights who responded to the department's solicitation of interest after the deadline but before the department has communicated recommended hourly assignments to faculty. The offer will, if possible, meet the faculty member's established load. A faculty member who responds to the solicitation of interest after recommended assignments have been communicated to faculty is eligible for, but not entitled to, an offer.

d. No faculty member shall have an assignment that a faculty member higher on the length-of-service list is eligible to perform if that more-senior faculty member did not receive an offer that meets his/her established load, with the exception of a faculty member who did not receive an offer due to failure to timely respond to the solicitation of interest.

6. New or increased assignments include any hourly assignments that remain after all faculty with offer rights receive offers of established load as described above or that become available after the schedule is electronically published.

a. If new or increased assignments become available more than six (6) calendar weeks before the beginning of the new term and not all faculty members with offer rights have received offers of established load as described in 16.03.C.1-5:

1) The department chair or program director will email all faculty to announce the new or increased assignment(s). To be considered for the assignment, interested faculty must respond within forty-eight (48) hours;

2) New or increased assignments will be offered, in ranked order, to faculty members who met the announced deadline and did not receive an offer that meets their established load. Limitations on load apply;

3) If all responding faculty have received offers that meet established loads, the department chair will offer the assignment(s) to the faculty member(s) that the department determines to be most suitable for the assignments.

b. If all faculty members with offer rights have received offers of established load, as described in 16.03.C.1-5, or if new or increased assignments become available six (6) weeks or less before the beginning of the new term, the new or increased assignment(s) will be offered to the faculty member(s) that the department determines to be most suitable for the assignments.

D. Established Load: Established load is the load value of the offer to which a faculty member with offer rights is entitled, as described below:

16.03.D. 1. Established load may be up to 67 percent and is calculated only on the basis of hourly allied and instructional assignments, exclusive of substitute, temporary, and professional ancillary activity assignments.

2. The established load of a contract faculty member will not exceed 40 percent except with the approval of the VPAA.

3. Load from substitute assignments, professional ancillary activities, and assignments identified as “temporary” at the time of offer will not be used to calculate or increase established load. A “temporary” assignment is one made available by short-term funding or that is normally required to fulfill the contract load of a contract faculty member but is temporarily available as an hourly assignment due to the contract faculty member’s leave, reassigned time, or other temporary situation. The District must notify a faculty member by email that such an offer is “temporary” and the reason the assignment is temporary.

4. A faculty member has separate established loads for fall and spring and, if the DSPs do not state otherwise, for summer.

5. A faculty member begins to earn established load in the semester in which s/he earns offer rights and is added to the length-of-service list.

6. A faculty member’s established load for future like semesters or terms will increase if the load performed exceeds the former established load, exclusive of load from substitute assignments, professional ancillary activities, and temporary assignments. The department chair will deliberately determine whether faculty members will receive additional offers resulting in higher established loads, as described in 16.03.C.6.a.3 and 16.03.C.6.b.

7. A faculty member’s established load will not decrease as long as the faculty member maintains his/her position on the length-of-service list.

8. Initial Determination of Established Load

a. For a faculty member who earns offer rights after this Agreement is implemented: Exclusive of load from substitute assignments, professional ancillary activities, and temporary assignments, the load performed from the sixth semester on will determine established loads.

1) Load performed in the first fall and spring semester in which a faculty member has offer rights will become the initial established loads for like semesters, fall for fall and spring for spring. This pattern applies to summer terms, unless DSPs state otherwise.

2) The department will deliberately determine these initial established loads.

b. Established loads for Spring 2016, Summer 2016, and Fall 2016 will be equal to like loads that would have been applicable under the Agreement provisions in effect in 2014-2015.

16.04 LIMITATIONS ON HOURLY LOAD; ADJUNCT LOADS IN EXCESS OF 67

PERCENT

A. Limitation on Hourly Load

1. Cumulative allied and instructional hourly assignments in all departments in which an adjunct faculty member works will not exceed 67 percent per Education Code Section 87482.5(a).

a. Service as a substitute on a day-to-day basis will not be used for purposes of calculating eligibility for contract or regular status (Ed Code Section 87482.5(b)) or the 67 percent limit on load.

16.04.A.1. b. Service in professional ancillary activities will not be used for purposes of calculating eligibility for contract or regular status (Ed Code Section 87482.5(c)(1)) or the 67 percent limit on load.

2. District-approved assignments as described in Education Code Section 87482.5(b) & (c) do not count toward the 67 percent limitation on load.

a. Such assignments include departmental or District work that would be considered “professional ancillary activities.”

b. The District may employ adjunct faculty members to perform professional ancillary activities outside of their teaching or allied assignment and will compensate them for performing such activities. The District must approve such assignments, and adjunct faculty may decline them without prejudice.

B. Adjunct Loads in Excess of 67 Percent

1. Adjunct faculty may be assigned to work above a 67 percent load to accommodate a day-to-day substitute assignment and assignments considered to be “professional ancillary activities.” These types of assignments are loaded but are not used to calculate established load.

2. Faculty One-Year Agreements: The District may offer adjunct faculty assignments of one (1) academic year in length in accordance with the procedure and conditions outlined below.

a. Procedure

1) In response to clearly articulated program and/or District needs, the department chair/program director will identify specific assignments for one-year agreements and recommend them in writing to the supervising administrator, who will recommend them to the VPAA.

2) All one-year assignment proposals must be reviewed by all parties to the agreement and approved in writing by the VPAA.

3) Except for emergencies as determined by the VPAA, agreements will be completed prior to the first day of fall semester.

4) The District will notify adjunct faculty participants about possible changes in CalSTRS status and impact on potential unemployment benefits that may occur as a result of accepting a one-year agreement.

5) The District will distribute copies of the approved contract to the faculty member, the department chair, the supervising administrator, and AFA.

b. Conditions

1) The department is not otherwise able to staff the assignment(s) without the one-year agreement.

- 2) The maximum assignment, annualized over the academic year, will not exceed 67 percent of a full-time faculty assignment.
- 3) The percent of a one-year assignment is the average of the fall and spring assignments. There must be an assignment in both semesters.
- 4) The agreement will specify a load for each semester.
- 5) The rate and method of payment will be at the appropriate hourly rate based on the type of assignment(s).
- 6) If an assignment is cancelled due to low enrollment or due to the need

for a regular faculty member to perform his/her contract load, the District will offer the adjunct faculty member a revised assignment that maintains the load specified in the agreement.

16.04.B.2.b. 7) A one-year agreement as defined here will not count towards probationary status, nor is there any commitment expressed or implied to continue offering a faculty member additional one-year agreements. As this is a commitment for the entire academic year, unemployment benefits cannot be claimed for the winter break. The faculty member's evaluations will continue on the established six-term cycle. After completion of the one-year assignment, the provisions for offers will be those appropriate to the faculty member's classification as described in 16.03.

8) Nothing in this article will be construed to limit the Board's discretion under Education Code Section 87665.

16.05 DEPARTMENT-SPECIFIED PROVISIONS (DSPs)

A. A department or, if a department has more than one discipline, a discipline will identify DSPs, on a form mutually agreed to by the District and AFA, if it has special provisions for the four (4) categories below. All other department procedures and policies for making hourly assignments will conform to this Agreement.

1. Special Expertise Needs: The department or discipline may designate (a) special expertise requirement(s) for a specific instructional or allied assignment. The department will specify the course or allied service requiring special expertise and the criteria for meeting the special expertise requirements. The criteria will be relevant, objective, verifiable, and reasonable. Evaluative procedures such as portfolio review, music auditions, and film screenings may be used in determining special expertise for courses that require professional judgments of quality in artistic proficiency in Art, Music, Theatre Arts, and Multi-media and other applicable disciplines. In such cases, the following process will be employed: 1) Criteria for judging special expertise will be made available to faculty members in advance; 2) A committee consisting of three (3) contract faculty members of the department or discipline will determine whether the faculty members meets the criteria; and 3) A rubric and scoring system will be used in determining whether the faculty member meets the criteria for special expertise; the faculty member will have access upon request to the rubric before the evaluation and to the scored rubric after the evaluation.

2. Summer Session Assignments: The department may elect to use summer session assignment procedures that differ from those pertaining to length of service and established load. The department

will specify these procedures on the DSP form. The department's summer procedures will adhere to the other provisions of this Agreement.

3. Initial allocations of established load exceeding 40 percent: For departments or disciplines offering a significant number of courses that have greater than 20 percent load value, the District and AFA may approve initial allocations of established load greater than 40 percent. The initial load allocation(s) will be specified on the DSP form (16.03.C.5.a.1.b).

4. Offers for faculty members with offer rights and no established load: A department or discipline whose programs include a significant number of courses or services with load values of greater or less than 20 percent may specify that faculty members who have offer rights but no established load will receive an initial offer of greater or less than 20 percent. The load value(s) will be specified on the DSP form (16.03.C.5.a.2).

16.05.B. Creation, Amendment, and Approval of Department-Specified Provisions

1. To create or amend the DSP, the department chair, or a subcommittee formed by the department chair, will draft a proposal based on department input.

2. The proposal will be listed as an item on a published agenda for a department meeting at which the proposal will be discussed and to which all faculty members in the department will be invited.

3. If two-thirds (2/3) of the department's faculty members, or, for discipline specific Provisions, two-thirds (2/3) of the discipline's faculty members, attending the department meeting agree to put a proposal before the department or discipline for a vote, the chair will request that the supervising administrator conduct a vote.

4. The department electorate, or, for discipline-specific Provisions, those in the discipline who are also included in the department electorate, will be eligible to vote. The supervising administrator will initiate the balloting period during fall or spring semester only, and no more than seven (7) days from the date of the request. The balloting period will be no less than seven (7) calendar days. The balloting period will be completed by the end of the last week of instruction, else the balloting will be scheduled during the first twenty-one (21) days of the subsequent semester.

5. Two-thirds (2/3) of votes cast carries the motion.

6. If the motion carries, the department's or discipline's proposed procedures will be entered on the DSP form and submitted to AFA and the VPAA. Within ninety (90) days during the academic year, AFA will review the proposal for Contract compliance and bring any contractual concerns to the attention of the department and the VPAA. The department will timely revise the procedures to align with the Contract. The VPAA approves or denies the DSPs.

16.06 CANCELLATION OR AMENDMENT OF HOURLY ASSIGNMENTS AFTER

ELECTRONIC PUBLICATION OF THE SCHEDULE: After assignment offers are made, the District may amend or cancel an hourly assignment under the following conditions.

A. Enrollment: Inadequate class enrollment.

B. Regular Faculty Load: To fulfill the normal load requirement of a contract faculty member qualified to fulfill the assignment.

1. For instructional assignments, the decision to cancel an hourly assignment in order to offer it to a regular or contract faculty member as part of his/her contract load must be made by the supervising administrator no later than two (2) weeks after the first scheduled class meeting.

2. Contract faculty members with overload assignments will use their overload hourly assignment, if necessary, to fulfill their contract load requirement before adjunct faculty loads are amended.

C. One-Year Agreements: To fulfill the load requirement of an adjunct faculty member performing a one-year agreement. In this instance, the load will, whenever possible, be taken from an adjunct faculty member in the pool or the faculty member who is lowest on the length-of-service list.

D. Contractual Remedies: To make whole a faculty member who was harmed due to a violation of the Contract or the DSPs. In this instance, the load will, whenever possible, be taken from the faculty member who initially and inadvertently benefited from the contractual violation, a faculty member in the adjunct faculty pool, or the faculty member lowest on the length-of-service list.

16.06.E. Schedule Adjustment: To accommodate a required schedule adjustment, an hourly assignment may be changed by the District in consultation with the affected faculty member, as long as the original load offered to the faculty member is not reduced.

F. Faculty evaluation: Termination in the department due to an "Unsatisfactory" evaluation rating determined in compliance with the timeline specified in Article

14B: Adjunct Faculty Evaluations; or an "Improvement Needed" evaluation rating per the timeline specified in Article 14A: Regular Faculty Evaluations or Article 30: Tenure Review.

G. Break in service: A faculty member who has received an offer for an upcoming term but whose break in service subsequently exceeds the permitted length will lose (an) offered assignment(s) that result(s) in another faculty member's loss of established load.

H. 67 percent load limit: To ensure that an adjunct faculty member's cumulative load does not exceed 67 percent.

I. Additional conditions for cancellation of allied hourly assignments

1. Financial: Change in District or department financial situation;

2. Staffing: Change in District or department staffing needs.

3. Program: Change in program.

J. Other: As a consequence of events beyond the District's control.

16.07 HOURLY ASSIGNMENT PRIORITY FOR FACULTY DIRECTLY AFFECTED BY IMPLEMENTATION OF DISTRICT POLICY 3.6 AND PROCEDURE

3.6P: An adjunct faculty member with assignments in a certificate or major that has been discontinued under the provisions of District Policy 3.6 and District Procedure

3.6P: Program Review, Evaluation, Revitalization and Discontinuance will be given consideration for hourly assignments as follows:

A. The faculty member will maintain all applicable offer rights earned in the original department.

B. Reassignment Outside the Department

1. If the adjunct faculty member is not qualified for any of the assignments that exist in the department of the discontinued certificate or major, and if the adjunct faculty member meets the minimum qualifications for assignments in other departments, then s/he may request a reassignment from the VPAA within six (6) months of the Board's action to discontinue the certificate or major.

2. Based on the adjunct faculty member's qualifications, the VPAA, in consultation with the appropriate department chairs, will assign the adjunct faculty member to one (1) or more departments. The faculty member will be added to the Adjunct Faculty Pool in the new department(s).

3. The date that the adjunct faculty member performs an assignment in the new department will be the faculty member's new departmental date of hire.

4. The first allied or instructional assignment, exclusive of substitute and professional ancillary assignments, will commence a new probationary period.

59. Sequoias Community College District 2019-2022

ARTICLE IV

Workload, Class Assignment, and Duties

4.1 Adjunct faculty will normally be assigned for 67 percent of a regular faculty full-time assignment or less. Upon recommendation and approval of the District administration, adjunct faculty may be assigned/employed for a greater percentage than 67 percent; however, in no event shall an adjunct faculty member be assigned/employed for more than 67 percent of a regular faculty-full-time assignment for more than two semesters within any period of six consecutive semesters.

4.1.1 For reference purposes, the workload of a full-time (100%) faculty member shall be thirty (30) lecture hour equivalents (LHE) per year. The average for the year shall be fifteen (15) lecture hour equivalents (LHE) per semester.

4.1.1.1 For reference purposes, loading for full-time faculty members shall be computed according to the following loading factors:

One contact hour of lecture = 1.00 LHE

One contact hour of lab = 0.75 LHE

One contact hour of activity = 0.70 LHE

One contact hour of noncredit = 0.50 LHE

4.1.2 Pursuant to Education Code Section 22138.5 (c)(5) each collective bargaining agreement entered into applicable to adjunct faculty shall specify the number of hours of creditable service that equal full-time for an adjunct faculty position which for the bargaining unit members covered by this master agreement shall be 700 hours.

4.2 Class Assignment

4.2.1 It is the intent of this agreement to provide part-time faculty and the District with guidelines which will provide reasonable continuity and predictability to the process of making class assignments to unit members. The District understands the importance of recognizing the experience of more senior adjunct faculty members when scheduling classes. The District will consider seniority as one factor when scheduling classes. However, the District reserves the right to schedule adjunct faculty members in a manner that is best for students and the District. For purposes of keeping appropriate personnel records, the following article describes how the District will maintain an adjunct faculty seniority list.

4.2.2 Human Resource Services shall maintain and distribute to the Union and post on its web page an adjunct faculty seniority list, within each Discipline. The "seniority" list shall be ranked by date of first paid service to the district and the number of consecutive semesters without a voluntary break in service thereafter. Ties in service shall be broken by random log (as established and determined by the Union President), and the seniority list thus established shall be the permanent seniority for the unit members involved. Such seniority list will prevail throughout the District.

4.2.2.1 Once during each semester of every academic year, the Human Resources Department will distribute an Adjunct Instructor Availability Form (Appendix I and, also, available online at www.cos.edu) and a seniority list to adjunct faculty members. This form is designed to provide a mechanism by which the District can be advised of the future availability of a given adjunct faculty member for continued employment and, also, the courses the adjunct faculty member prefers to teach. The adjunct faculty member is expected to return the completed form to the District within 10 working days. After returning the form, it is the responsibility of each Unit member to take the initiative in advising the District of any changes in availability.

4.2.2.2 In the event that an adjunct faculty member fails to submit and/or update the Adjunct Instructor Availability Form, the District will be at liberty to fill staffing vacancies using another instructor.

4.2.3 District initiated involuntary breaks in service shall not affect the accrual of seniority. District initiated involuntary breaks in service are those as a result of course cancellation, courses that "do not make," or the replacement of a part-time employee by a full-time employee.

4.2.4 Bargaining unit members who choose not to teach for the District for two (2) consecutive academic semesters will be dropped from the seniority list.

4.2.5 The seniority list shall also contain the Discipline(s) that each individual faculty member is qualified to teach based on each adjunct faculty member's personnel file located in Human Resource Services. All efforts will be made to give an adjunct faculty member preference to continue course(s) s/he has previously taught. When assignments are available for part-time faculty, the senior part-time faculty member of that department or discipline may select those assignments that they wish, and for which they are qualified, up to the limit of 4.1 above. The next senior member may then select similarly until

the list is exhausted. If there are assignments still to be made and all current part-time faculty have completed their selections, such assignments may be offered to newly hired part-time faculty.

When more than one adjunct member has seniority and is fully qualified to teach a course, the area dean (or designee) shall make the assignment based on the needs of the department/division. Seniority shall not grant any adjunct member the right to a minimum or maximum level of assignment, nor guarantee the adjunct member any particular course assignment. All assignments shall be made to best meet the needs of the students and the division/department. Ongoing evaluation of performance shall occur in accordance with the provisions of Article VIII. If any problems are indicated by evaluation, the appropriate administrator shall ensure that the problems are investigated and dealt with. Unsatisfactory performance shall be cause to withdraw employment as determined by the procedures outlined in §4.2.6.1 and Article VIII.

4.2.5.1 Overload and assignments shall be given to full-time current academic employees before classes are made available to the adjunct instructors.

4.2.5.2 The right of assignment is retained by the District.

4.2.5.3 Once an adjunct faculty member has signed an offer form, a full-time faculty member shall not “bump” that adjunct faculty member to gain/retain an overload assignment. However, if a full-time faculty member’s class is canceled, seniority will be considered in the management decision of which adjunct class to take.

4.2.5.4 If an adjunct faculty member has a class that is canceled, such cancellation shall not invest that member with the right to “take” (“bump”) an already assigned class from another adjunct faculty member.

4.2.5.5 Assignment refers to course subject, time, location and days the course is to be taught. Seniority does not give any unit member the “right” to teach a specific class. If determined appropriate by management, seniority will be taken into consideration as assignments are made.

4.2.6 Loss of Employment Rights

Adjunct faculty members are considered “probationary” during their first two (2) semesters of teaching at the District. As a probationary employee, an adjunct faculty member may be

terminated at any time during the semester at the District’s discretion. Additionally, the District may elect not to offer a teaching contract to a probationary adjunct faculty member following his/her 1st or 2nd teaching semester. However, once an adjunct faculty member completes a two (2) semester probationary period and is offered a 3rd semester teaching contract, that adjunct faculty member shall retain employment rights as long as s/he continues to satisfactorily perform his/her responsibilities and continues to receive regular assignments. Provisions of 4.2.6 shall not be subject to the grievance procedure.

4.2.6.1 Employment rights will be withdrawn if an adjunct faculty member receives two (2) unsatisfactory evaluations within any five-year period.

4.2.6.2 Employment rights may be withdrawn if the adjunct faculty member, after accepting a faculty verification sheet, refuses an assignment unless the assignment is refused because of compelling

personal reasons (to include but not limited to verification of full-time employment elsewhere, pregnancy, the birth of a child, a serious illness, etc.).

4.2.6.3 Employment rights may be withdrawn for any reasons permitted by law.

4.2.6.4 The final decision of any disputes shall be made by the appropriate administrator and Human Resources.

4.2.6.5 Performance appraisals and investigations shall be done in concurrence with Human Resources Department procedures.

4.2.7 Non-teaching unit members

4.2.7.1 Unit members who do not teach will accrue seniority on the basis of their first paid service to the district and the number of consecutive semesters without a voluntary break in service thereafter.

4.2.8 Seniority lists shall be recalculated each semester by Human Resource Services and be retained in the appropriate Division/Department office and in the District Human Resource Services Office for review by unit members. Such lists will be provided to the Union after each recalculation.

4.2.9 Online Course Instruction

4.2.9.1 Qualifications to Teach Online Courses

The following provisions describe how adjunct faculty members are recognized and qualified to teach online courses. Note that becoming qualified to teach online does not require an adjunct faculty member to accept assignment to teach a course online.

4.2.9.1.2 Adjunct faculty members will be deemed qualified to teach online courses (or a session of a course if a hybrid) if one of the following criteria are met:

- a) The adjunct faculty member has successfully completed a course or series of courses in online pedagogy approved by the District. An adjunct faculty member may present evidence of equivalent training for approval by the District.
- b) The adjunct faculty member has successfully completed training in online teaching provided by the District.
- c) The adjunct faculty member has taught an online course within the three-year period prior to requesting such an assignment.

60. Shasta-Tehama-Trinity Joint Community College District 2020-2023

ARTICLE 16.0 – PART-TIME REEMPLOYMENT PREFERENCE

16.1 DEFINITION

For the purposes of this section, a business day is defined as any day when the District's Administrative offices are open for business.

16.2 PART-TIME BARGAINING UNIT MEMBER QUALIFICATIONS

Every part-time bargaining unit member must meet any local qualifications and the minimum qualifications for the discipline to which they are assigned as approved by the California Community College Board of Governors.

16.3 REEMPLOYMENT POOL

a. The District shall maintain a reemployment preference pool (Pool), which is designed to provide reasonable continuity, protection and predictability to both bargaining unit members and the District relative to the on-going process of making class assignments. This Pool shall be maintained and updated by the Human Resources Department.

b. An instructional part-time bargaining unit member who has taught at least one (1) class per semester (fall or spring) for seven semesters, and earned "Meets" or better in each category on their second evaluation, shall be placed in the Pool. Evaluations shall be conducted as stated in Article 5 of this Agreement.

c. A non-instructional part-time bargaining unit member who has been provided an assignment of at least 90 hours per year for 3.5 consecutive years and earned "Meets" or better on their second evaluation, shall be placed in the Pool. Evaluations shall be conducted as stated in Article 5 of this Agreement.

d. If, in an evaluation after placement into the Pool, the part-time bargaining unit member earns ratings below "Meets" in any category, the supervising administrator will determine if the member a) remains in the Pool, b) is removed from the Pool, or c) remains in the Pool pending completion of an improvement plan, which should take place within two semesters, but may be extended based on the availability of courses and the member's availability to be assigned courses. Upon completion of the improvement plan, the supervising administrator will make the final determination if the member will remain in the Pool. This final determination will include consideration of the part-time bargaining unit member's historical performance and performance during the improvement plan. If the member fails to complete the improvement plan within the timeframe stated in the plan, and the member earns ratings below "Meets" in any category, they must be removed from the pool.

ARTICLE 11.0 – SAVINGS PROVISION

a. A part-time bargaining member may be removed from the pool, at any time, if there are significant behavioral issues between evaluations that impact student learning.

f. Part-time bargaining unit members must be notified in writing if they are being removed from the Pool. They will then have the opportunity for a conference with the supervising administrator, and, if requested, a Faculty Association representative. The part-time bargaining unit member must request the conference in writing within ten (10) business days of notification. After the conference, the supervising administrator will notify the part-time bargaining unit member of the final determination within five (5) business days.

g. If removed from the Pool, part-time bargaining unit members may appeal the decision, in writing, to the appropriate Vice President. The Vice President's decision will be rendered within ten (10) business days of receiving the written appeal and will be considered final.

h. When removed due to a performance evaluation, part-time bargaining unit members will re-enter the Pool if they earn “Meets” or better in each category in a subsequent evaluation and have not been disqualified from the pool under section 16.5.4(d). The part-time bargaining unit member will be returned to the Pool if the evaluation does not take place in a timely manner because of administrative error. A year for this purpose will be July 1 to June 30.

16.4 ASSIGNMENT REQUEST PROCEDURE

a. The Human Resources Department, Office of Instruction, or appropriate Division will send part-time bargaining unit members a Part-time Assignment Availability and Request Form each semester and summer session. Part-time bargaining unit members shall complete this form each semester and summer session. Non-instructional part-time bargaining unit members will complete a Calendar Form (see Appendix I) requesting their assignment for each semester. Part-time bargaining unit members shall be notified of the form due date at least ten (10) business days prior to the due date.

31 b. Using the requests from the Assignment Availability and Request Forms submitted by the instructional part-time bargaining unit member, the Supervising Administrator shall assign part-time bargaining unit members from the Pool at least one class and up to 67% of a full-time load, subject to the exceptions stated in section 16.5.

c. Using the request from the Calendar Form submitted by the non-instructional part-time bargaining unit member the Supervising Administrator shall assign non-instructional part-time bargaining unit members from the Pool up to 900 hours, subject to the exceptions stated in section 16.5.

16.5 REEMPLOYMENT PREFERENCE AND ASSIGNMENT

16.5.1 Relative experience with relevant courses, currency of knowledge, qualifications, and program need will be considered in all assignments. The factors to be considered, in no order of priority, include, but are not limited to:

- a. Employee qualifications to carry out the assignment, including but not limited to pedagogical technologies training;
- b. Expertise and/or demonstrated practical experience in specific requirements of the assignment;
- c. Employee ability to use and expose students to current information, technology and skills required in assignment; ARTICLE 11.0 – SAVINGS PROVISION
- d. Employee availability at time of need;

e. An employee’s course assignment pattern over the previous four (4) semesters. 16.5.2 Re-employment and assignment from the part-time hiring Pool applies to the assignment of part-time bargaining unit members only and is subject to the following exceptions, as determined by the District:

- a. The hiring of additional full-time bargaining unit members requiring a reduction in the number of available classes or work assignments to part-time bargaining unit member;
- b. The need to fill the contract for a full-time bargaining unit member.

16.5.3 Part-time assignments may be made on a conditional basis relating to enrollment, non-instructional needs, and/or budget with the understanding that changes may be made to the

assignment before or after the start of the semester. When and if changes are made to an assignment, the following shall apply:

- a. If a class is canceled before the start of the semester an alternate work assignment may be offered, if available;
- b. Nothing in this provision entitles a part-time bargaining unit member to an alternative assignment or bumping rights;
- c. The parties acknowledge that from time to time, there may be a new position, area of need, or course requiring additional qualifications, expertise, or specialization. In these instances, the District may consider the qualifications and any additional information supplied by current part-time bargaining unit member prior to hiring external candidates.

16.5.4 When the District determines that more than one part-time bargaining unit member from the Pool would be equally qualified for a requested assignment based on considerations outlined in Section 16.5.1, the assignment will be based on seniority.

- a. If two or more part-time bargaining unit members have the same hire date, seniority placement will be determined by the total number of courses taught since their hire date. If the total number of courses taught since the hire date is identical, their seniority standing will be determined by lot. For non-instructional bargaining unit members hired on the same date, seniority placement must be determined by the total number of days of service since their hire date. If the total number of days of service is identical, their seniority standing must be determined by lot.
- b. Should additional course sections become available, they will be offered to unit members with the most seniority within the Faculty Service Area qualified to teach the course.
- c. Seniority shall be determined by the original date of hire as a part-time bargaining unit member in the department or similar unit, not prior service with the District as administrators or classified personnel. Full-time instructional bargaining unit members who retire and become part-time bargaining unit members within one year of retirement will automatically enter the Pool. Their seniority placement will be based on the total number of overloads taught in the last 3.5 years of teaching. For ARTICLE 11.0 – SAVINGS PROVISION non-instructional full-time bargaining unit members who retire and become part-time bargaining unit members, seniority placement must be based on the total number of days of service in the last 3.5 years of service. Once the bargaining unit member has been evaluated as a part-time bargaining unit member for the first time since retirement, they are subject to the same policies outlined in 16.3 above regarding their retention in the Pool. However, under no circumstances will a full-time member bump a part-time member simply to retain an overload in the form of load banking or an extra pay assignment. The seniority list will be updated and published by the District at the end of each semester. This list will include the faculty service areas for each member on the list. All assignments will be based upon the most current seniority list at the time of scheduling.
- d. A part-time bargaining unit member may lose their seniority hire date and eligibility for re-employment preference if a part-time bargaining unit member is not employed for twenty-four (24) months. A part-time bargaining unit member may lose their seniority hire date and eligibility for re-employment preference if removed from the Pool in accordance with section 16.3 above. Subsequent

re-employment preference shall be subject to the eligibility requirements outlined above. If the part-time bargaining unit member is rehired, their new hire date will be their seniority date.

16.5.5 In all cases, part-time assignments are temporary in nature, contingent on enrollment and funding, and subject to program changes. No part-time bargaining unit member has reasonable assurance of continued employment at any point, irrespective of the status, length of service, or reemployment preference of that part-time, temporary bargaining unit member.

16.5.6 Part-time coaching assignments are excluded from the provisions of this article.

16.5.7 Nothing in the above is to be construed as granting "bumping" rights to part-time faculty unit members on the basis of seniority should any given part-time bargaining unit member's class not make. Seniority, although worthy of note, will not be a deciding factor should a unit member apply for a full-time position with the district.

16.6 NOTIFICATION OF ASSIGNMENT

a. Part-time bargaining unit members shall be notified in writing of, and accept in writing, whenever possible, a proposed assignment. Notification and response should take the form of a letter or email but may not be verbal.

b. When declining a written proposed assignment under part (a), part-time bargaining unit members shall inform their Supervising Administrator, in writing, within ten (10) business days of receipt of the written proposed assignment. Failure to do so may mean the proposed assignment may be reassigned to another bargaining unit member and may result in removal from the Pool.

c. The Supervising Administrator shall notify the part-time bargaining unit member when there is a change of assignment, loss of existing assignment, or lack of any assignment. The part-time bargaining unit member may request a meeting with the Supervising Administrator to discuss the change of assignment, loss of existing assignment, or lack of any assignment. Part-time bargaining unit members are subject to such assignments or change in assignment in the best interests of the District.

ARTICLE 11.0 – SAVINGS PROVISION

d. Part-time bargaining unit members shall receive written confirmation of their assignment as approved by the Supervising Administrator. Whenever possible, notification shall be made at least six (6) weeks prior to the beginning of the assignment.

e. Inability to take an assignment already agreed to shall not entitle the part-time bargaining unit member to an alternative assignment for that semester.

f. A non-instructional assignment that has been offered to a bargaining unit member may be cancelled by the District at any time before the first scheduled duty day for the assignment or at any time during the term of the assignment if conditions arise, as determined by the District, which make maintaining the assignment impractical.

16.7 LEAVES OF ABSENCE

A part-time bargaining unit member who is granted a leave under Article 6 maintains all rights provided for under this Article in the same manner as if that employee had worked in his or her similar

assignment rather than taking leave. A part-time bargaining unit member who is not granted leave but who signs an agreement for an assignment and then rescinds any or all of it less than one month prior to the assignment beginning will lose Pool rights until the next evaluation, at which time the unit member will be subject to the same policies outlined in 16.3 above regarding their retention in the Pool.

61. Sierra Joint Community College District 2017-2020

Part-Time Faculty Seniority Assignments

The work year and assigned time for all part-time instructional and special services faculty shall be assigned by the AEA in accordance with the above and Article 14, Work Year and Calendar of this Agreement.

General Assignment Provisions

Temporary hourly part-time assignments shall be offered in accordance with the following provisions:

1. Full-time instructional and special services faculty will have first priority of accepting parttime temporary assignments as an overload as offered by the AEA.
2. Emeritus instructional and special services faculty will have second priority of accepting parttime temporary assignments as offered by the AEA in accordance with the Emeritus Faculty

Article of this Agreement.

3. Part-time instructional, special services, and physical education faculty will have third priority of accepting part-time temporary assignments as offered by the AEA in accordance with this Article. (see also Pattern pg. 16.7 & 16.8) After assignments have been accepted by part-time faculty, full time faculty do not have the right to bump part-time faculty from assignments for classes that constitute an overload.

Compliance with Education Code

32 Part-time faculty are "temporary employees" in accordance with the California Education Code. Nothing contained in this section or in any Article of this Agreement places a legal obligation on the District to provide continuing employment for part-time faculty.

Limitation of Part-Time Faculty Employment

Nothing contained in this section nor in any other Article of this Agreement shall be construed so as to allow part-time faculty to be assigned a load over the limit permitted for temporary employees in the Education Code or by District practice.

Determination of Qualifications and Establishment of Seniority List

Minimum qualifications to teach in a discipline are established by the Chancellor's Office through collaboration with the Statewide Academic Senate and administered through Personnel. In collaboration with department faculty, the AEA shall establish and apply criteria for qualification to teach specific courses or serve in specific service areas within a discipline. A seniority list of part-time faculty and the courses and/or service areas for which they are qualified shall be available in each division office and updated yearly.

Assignment of Classes or Services in Accordance to the Seniority List

When assignments are available for part-time faculty, the senior part-time faculty member of that department or discipline may elect to accept those assignments as offered by the AEA and for which he or she is qualified, up to the limits of his or her established pattern. The next senior member may then accept his or her initial load, and on down the seniority list. After one round of assignments, if there are classes and/or service assignments remaining, the most senior part-time faculty may then choose to accept an assignment as offered by the AEA of one or more classes from those remaining (not to exceed the limits as stated above), then the next most senior, and so on down to the end of the list again. When all current part-time faculty have been offered classes by the AEA up to the limits of their current pattern, classes and/or service assignments may be offered to newly hired part-time faculty. (see also Pattern pg. 16.7 & 16.8)

Once a senior part-time faculty member has accepted a class and/or service assignment, cancellation of that class shall not invest that senior part-time faculty with the right to "take" ("bump") an already assigned class from a more junior part-time faculty.

Pattern- Part-Time Instructional Faculty

A part-time instructional faculty member begins to establish a pattern as defined below when they enter seniority in the seventh semester of teaching. A pattern cannot be established by part-time instructional faculty members during their first 6 semesters of employment.

A pattern for part-time instructional faculty members is established as follows:

1. The same load for two consecutive semesters. e.g.:

Fall semester =20%

Spring semester=20%

2. A consistent yearly load for two consecutive years, when the load varies from semester to semester.

e.g.:	Fall semester = 20%	Fall semester=20%
	Spring semester=40%	Spring semester=40%

Teaching assignments during the summer term are excluded from a pattern.

A pattern does not include specific courses or course sections, nor specific meeting days or times. The AEA will make a good faith effort to offer part-time instructors an assignment that fits their availability and preserves the integrity of their load within the division's scheduling process and when consistent with sound educational practices. If the AEA is unable to offer an assignment that fits a part-time instructor's preferred availability, the AEA will offer an assignment to preserve the integrity of the part-time instructor's load within the division's scheduling process and when consistent with sound educational practices.

A part-time instructional faculty member who has been offered classes according to their pattern and does not accept part or all of that offer will reset that pattern to the load actually taught.

Pattern - Part-Time Special Services Faculty

A part-time special services faculty member begins to establish a pattern as defined below when they enter seniority in the seventh semester of employment. A pattern cannot be established by special services part-time faculty members during their first 6 semesters of employment. A pattern is established based on the annual load (not including summer) beginning with the semester after seniority is established. For example, if a special services faculty member establishes seniority upon completion of the spring semester, their pattern will be established based on their annual load beginning the following fall.

Once a pattern is established, assignments will be offered to a part-time special services faculty member according to the "Assignment of Classes or Services in Accordance to the Seniority List" provision. The AEA will make a good faith effort to offer part-time special services faculty an assignment that fits their availability and preserves the integrity of their load within the special services scheduling process and when consistent with sound educational practices. If the AEA is unable to offer an assignment that fits a part-time special services faculty's preferred availability, the AEA will offer an assignment to preserve the integrity of their load within the special services scheduling process and when consistent with sound educational practices.

Due to fluctuations that occur in special services, hours actually worked may vary slightly. A part-time special services faculty member's pattern is maintained so long as the annual load worked is within $\pm 2\%$ of the pattern. For example, if a part-time special services faculty member has a pattern of 60%, and they work a load of 58% in a given year, their pattern of 60% stays intact. Similarly, if they work a load of 62% in a given year, their pattern of 60% stays intact. However, if the annual load worked is not within $\pm 2\%$ of the pattern, the pattern will reset to the load actually worked. If a part-time special services faculty member is offered a load according to their pattern and does not accept part or all of that offer such that their annual load is not within $\pm 2\%$ of their pattern, the pattern will reset to the load actually worked. If a part-time special services faculty member's workload is reduced due to involuntary reductions initiated by the District, the "Involuntary Reductions" provision will apply.

A pattern does not include specific days, times, or modalities. Assignments during the summer term are excluded from pattern.

Involuntary Reductions

Any part-time faculty of any category whose workload is reduced due to involuntary reductions initiated by the District shall have their load reinstated in following semester for which appropriate load is available for that faculty member to their prior level. Such reinstatements will be by seniority and will go round by round until the available loads are assigned.

Authorized Breaks in Service

Part-time faculty may be granted up to one year of leave within a six-year period without loss of seniority, progress toward seniority or change in pattern. The break in service may be either partial (reduced load) or full (no load). Additional leave requests may be authorized by the AEA. A request for such authorization must be submitted in writing by the faculty member and approved in writing by the AEA.

Non-Loaded Assignments

Part-time faculty members with a load 20% or more below the maximum allowed for a part-time faculty member by the Education Code may accept assignments to participate in part-time evaluations, curriculum review, governance committees or curriculum development.

Maximum Total Hours of Non-Loaded Assignments

At no time may the total hours of such assignments exceed 50 per semester. Such assignments are requested by the department with prior approval of the appropriate Dean. The budget for such assignments will be maintained by the office of the Vice-President of Instruction. Timesheets will be submitted and the part-time faculty member will be paid at the appropriate laboratory hourly rate.

Office Hour Assignments

Part-time faculty members at the maximum load may offer office hours in accordance with Article 12, Additional Compensation. No other duties will be assigned to part-time faculty with the maximum load.

Date of Seniority

For part-time instructional faculty, the date of seniority shall be established as the first day of the semester within which the instructor of record's contract was fulfilled. This shall not include flex time or other paid non-instructional/non-service activities. For part-time special services faculty, the date of seniority shall be established as the date on which the first service assignment was completed.

Seniority Waiting Period

All new part-time faculty hired for Spring semester 2004 or thereafter will not have seniority rights until completion of their sixth semester of teaching or service assignment.

Ties in Date of Seniority

Ties in service date shall be broken by a random procedure to establish a seniority order. This process shall be accomplished by each Divisional Dean submitting a list of faculty hired with the same hire date, as described on Page 17.7, Date of Seniority, to the Associate Vice President of Human Resources (AVP). The AVP will carry forward to the SCFA table a set of names for each discipline and lots will be drawn to determine seniority rank. That rank shall establish a permanent seniority order.

Termination of Seniority

Seniority, or progress toward seniority, of an individual part-time faculty member shall be terminated if there is an unauthorized break in service, if the part-time faculty receives an evaluation recommendation of "non-rehire," or if the part-time faculty is not retained for any job-related reason.

Exclusion of Summer Session in Seniority Assignments

Implementation of seniority assignments of part-time faculty will be applied to the normal work year (Fall and Spring semesters) not including Summer Session. Implementation of seniority assignments for part time special services faculty will be applied to the fiscal year July 1-June 30.

Seniority Assignments for Part-Time Physical Education Faculty

When assignments are available for part-time physical education faculty, the assignments shall be made as follows:

1. Part-time faculty who are head coaches of a sport in the department shall have first choice of available classes as offered by the AEA up to the maximum allowable by the District (not to exceed the limits stated above); a lower maximum may be established by the AEA. Coaches shall be ranked within their own subgroup for priority as a function of length of paid service regarding ties in service dates.
2. Part-time faculty who are assigned assistant coaches of a sport in the department shall have first choice of the sport as offered by the AEA for which they were hired, or a directly related training or conditioning class for the sport for which they were hired. For other class assignments as offered by the AEA, they shall have the regular part-time faculty seniority determined by their date of hire. Remaining classes will be assigned to part-time physical education faculty in accordance with the general provisions of this section.

Exemptions

Exempted from this article are non-credit classes (e.g. Emeritus, Community Education, and non-credit Contract Education).

62. Siskiyou Joint Community College District 2019-2022

ARTICLE 22

TEMPORARY PART-TIME FACULTY ASSIGNMENT PREFERENCE

This section shall apply to temporary part-time faculty, pursuant to Education Code Section 87482.3

In all cases, temporary part-time faculty instructional and non-instructional assignments shall be temporary in nature, contingent on enrollment and funding, and subject to program changes. No temporary part-time faculty member shall have reasonable assurance of continued employment at any point, irrespective of the status, length of services, or reemployment preference of that part time temporary faculty member.

For the purposes of this article, courses include class assignments and all other instructional activities performed by faculty including, but not limited to, clinical assignments and other lab assignments.

22.1 This article does not apply to a temporary part-time faculty member receiving a retirement allowance from either the State Teachers' Retirement System (CalSTRS) or California Public Retirement System (CalPERS) and employed to perform retired member activities.

22.2 The intent of this section is to establish standards for reemployment preference for temporary part-time, temporary faculty assignments.

22.2.1 The District and its designees have the sole responsibility to make faculty assignments.

22.2.2 Temporary part-time faculty members remain temporary employees, subject to release under provisions of the Education Code and this Agreement.

22.2.3 The District maintains the right to establish the instructional and noninstructional schedule as it, in its sole discretion, determines to meet student need.

22.3 A temporary part-time faculty member shall gain re-employment preference and be placed on a re-hire preference list after service to the District in a single discipline for eight semesters that include at least two positive evaluations which recommended their reemployment. Assignments during the summer or winter intersession do not count toward the gaining of re-employment preference. Service prior to January 1, 2014 shall not be used to determine placement on the re-hire preference list.

22.4 Placement on the re-hire preference list shall be by discipline and hire date following January 1, 2014, in descending order, beginning with the earliest hire date including day, month, and year. In case of a tie, seniority will be determined by a total of primary semesters taught prior to January 1, 2014. The list shall be updated annually and posted. If a tie still exists, a lottery will be used.

22.5 A temporary part-time faculty member who has a break-in-service of two or more semesters shall lose his/her reemployment preference and will be returned to the status of a newly hired temporary part-time faculty member. A break in service of one semester shall not penalize the part-time faculty member but will not count towards the number of semesters taught.

22.6 Before the District assigns courses to a temporary part-time faculty member who does not have reemployment preference, courses to a person less senior on the preferred re-hire list, or courses to a full-time faculty as an overload, the District shall offer temporary part-time faculty members on temporary part-time, preferred-hire list at least one course with no partials in the discipline matching the preferred re-hire list.

22.6.1 The order of assignment shall be as follows:

- a. Part-time faculty on the preferred hiring list
- b. Part-time faculty not on the hiring list
- c. Full-time faculty on overload

Once the preferred order has been exhausted, the District may assign other temporary part-time faculty members.

22.6.2 The District has right of assignment; therefore, a temporary part-time faculty member's place on the temporary part-time, preferred-hire list does not assure assignment to a particular course, or an assignment on a particular day or at a particular time.

22.6.3 Temporary part-time faculty will be offered the course(s) in writing and will have 48 hours, excluding weekends and holidays, to accept or reject the offer before the District moves to the next person on the list. Failure to respond within 48 hours shall be deemed a refusal of assignment. Every reasonable effort will be made to offer course assignments at least two weeks before a semester begins. The District's e-mail system shall be used for the purpose of assigning/rejecting course assignments under Article 23.

22.7 If an assignment is cancelled during the first week of instruction due to low enrollment, the temporary part-time faculty member with re-employment preference shall have no right to take an assignment from any other temporary part-time faculty member. A cancellation due to low enrollment

will not be construed as a break in service or a refusal to accept an assignment for purposes of retaining re-employment preference.

22.7.1 In addition to any other provisions of this contract, temporary part-time faculty members will lose re-employment preference and, if rehired, will return to the status of a temporary part-time faculty member with no assignment preference, where one or more of the following occur:

22.7.1.1 The temporary part-time faculty member receives an unsatisfactory evaluation as set out in Article 7;

22.7.1.2 The temporary part-time faculty member resigns from the District;

22.7.1.3 The temporary part-time faculty member on the preferred re-hire list refuses to teach two assignments of two different CRNs (not cross listed) over the course of two consecutive regular semesters.

22.7.1.3.1 If the District still has available assignments, a third assignment may be offered to part-time faculty member. However, acceptance of the third assignment does not allow that faculty member to regain their preferred re-hire status (either on the list or toward gaining a position on the list).

22.7.1.4 Failure to maintain credentials or qualification from specific accrediting body.

22.7.2 Unprofessional conduct or a violation of District rules, policies or regulations, as determine by the appropriate Vice President or the Superintendent/President (Ed Code Section 44932).

22.7.3 The appropriate Vice President shall provide written notice to the temporary part-time faculty member of the District's decision to remove the faculty member from the temporary part-time, preferred-hire list. A temporary part time faculty member removed from temporary part-time, preferred-hire list for any of the reasons set forth may ask for a meeting with the District's Superintendent/President. The meeting shall not be an evidentiary hearing and is limited to the opportunity for the temporary part-time faculty member to provide his or her reasons why he/she should not be removed from the temporary part-time, preferred-hire list. The President shall, within 10 days of the meeting, notify the part-time faculty member in writing of the final decision regarding their removal from the preferred-hire list. The notification to remove the part-time faculty member from the re-hire list shall be placed in the member's official personnel file. The Superintendent/President's final decision shall also be placed in the member's official personnel file.

22.8 No semesters of service earned prior to January 1, 2014 will be considered. In other words, all temporary part-time faculty members serving during spring 2014 will earn their first semester of credit toward the gaining of re-employment preference as of the spring 2014 semester.

63. Solano Community College District 2021-2023

19.5.3 Adjunct Rehire Rights

A. The District shall maintain a "priority consideration list" of all adjunct faculty who have taught for four of the last six academic terms (fall, spring, and summer) with satisfactory service. For the purpose of the remainder of this article, satisfactory service is defined by:

1. Faculty subject matter expertise

2. Previous and current valuations
3. Skills related to courses offered in a specific department
4. Adherence to District policies and procedures
5. Adjunct assignment preference forms
6. Timely completion of SLO/SAO assessments as assigned The Human Resources office will maintain a current discipline-specific priority list of adjunct faculty. Each Division will be provided with an updated list each year.

B. Adjunct faculty with priority consideration shall have first right of refusal to continuing assignments to which they have satisfactory service.

C. Adjunct faculty shall have the right to refuse an assignment in two consecutive semesters only. Refusal of a third consecutive semester assignment shall cause the faculty member's removal from the priority consideration list. Faculty removed from the priority list due to breaks in service will be re-added to the list by completing four terms of satisfactory service as specified in 19.5.3A.

D. The District will maintain employment of adjuncts on the priority list at the average load fulfilled in the highest two of the last semesters (Fall or Spring) in which the member was offered and accepted any load assignment. Terms during which the member chose not to teach (up to two consecutive semesters) will not be used in calculating the average load. All assignments are contingent on availability of assignments and on the faculty member's interest expressed on the assignment preference form.

E. Exceptions to assignment priority may be made in the case of courses requiring specialized certification, expertise, training or eligibility, including online assignments.

19.5.4 The intent of this article is to ensure fairness in the scheduling process. This article does not guarantee assignment of specific class times, locations, modalities, or sections. The following provisions shall apply when assigning adjunct faculty on the priority list:

A. Adjunct faculty on the assignment priority list shall not be denied a load as per 19.5.3D for reasons other than a reduction in the program FTE available for adjunct assignment or two (2) consecutive documented overall less than satisfactory performance evaluations.

B. When load is reduced in a specific modality for which a faculty member with rehire rights was initially hired (e.g. online or correctional facility assignment), the member may request an assignment in a different modality in the subsequent semester. Upon a positive evaluation in the new modality, the member's rehire rights will apply to both modalities.

C. No adjunct faculty member without assignment priority shall receive a load unless each individual faculty member on the priority list has been offered an assignment according to 19.5.3D.

D. The development of a specific work location assignment(s) and hours shall take into consideration the requests of the faculty member in coordination with the Area Dean. The employee's preferences in scheduling (time of day, courses, etc.) shall be given every consideration when consistent with sound educational practices. Assignments that are alleged to violate the intent of this article as stated in 19.5.4 may be grieved.

E. Adjunct faculty with priority assignment status and with four (4) consecutive terms teaching a course at a consistent time/location may request a written explanation/rationale if their assignment is changed. The adjunct faculty member will be responsible for indicating such status on the Instructor Availability/Preference Form.

F. Cancellation of a priority-list adjunct faculty member's classes for lack of enrollment shall not result in that individual losing preference or in reducing the required load, per Section 19.5.3D, of that individual in subsequent semesters.

64. South Orange Community College District 2018-2021

15.4. Part-Time Workload

assignments. The dean has the right to assign and approve each part-time faculty member's workload.

a. Part-time faculty members may accept employment and workload assignments. The following consideration, order of employment (offer), and conditions apply in order of priority for the fall and spring semesters:

(1) Full-time faculty members will receive their assigned workloads and appropriate overload(s).

(2) Part-time faculty members establish priority rehire eligibility and receive assignments as follows:

(a) Priority rehire eligibility is established in each division/school within each college separately, and is not transferable.

b) A part-time faculty priority rehire eligibility list will be established for assignments commencing in the Fall 2020 semester and updated every fall semester thereafter.

i. For initial establishment of the part-time faculty priority rehire eligibility list, priority rank will be determined by ordering eligible part-time faculty, as described below, on the list by the initial hire date.

ii. Thereafter, part-time faculty who become eligible for priority rehire, as described below, will be added to the priority rehire eligibility list at the beginning of each spring semester for assignments in the subsequent fall and spring semester.

iii. Part-time faculty who establish eligibility during the prior fall semester shall be ranked \ according to initial hire date as a part-time faculty member and added to the bottom of the priority rehire eligibility list in that order.

(c) To establish priority rehire eligibility, a part-time faculty member must:

i. have held an assignment during three of the previous six fall and spring semesters;

ii. have received an overall rating of "Meets Standards" or better in two consecutive evaluations as established in each division/school within each

college (at the time of initial implementation of this provision, previous evaluations will count toward establishing priority rehire eligibility);

a) For purposes of prior rehire eligibility, if a faculty member does not receive a timely evaluation as specified in Section 17.3 of this Agreement, the evaluation that should have been completed will be considered as a “Meets Standards” evaluation if the offer of an assignment is made for the following semester. However, this provision does not preclude the District from subsequently evaluating the part1441 time faculty member in accordance with Article XVII.

b) An out-of-sequence evaluation may be conducted if approved by the Vice Chancellor of Human Resources in consultation with the Association. An out-of-sequence evaluation refers to an evaluation in addition to a regularly scheduled evaluation as described in Article XVII.

(i) An evaluation conducted in place of a missed evaluation will not be considered an “out-of sequence” evaluation.

(ii) An out-of-sequence evaluation of a faculty member will not be considered a substitute for the evaluation as conducted according to the timeline specified in Article XVII.

(iii) An out-of-sequence evaluation may not be used to establish priority rehire eligibility. Classified employees and managers teaching part-time are not eligible for priority rehire eligibility.

(iv) Assignments to coach an intercollegiate sport, related intercollegiate sections, and other part-time teaching assignments specifically connected to the intercollegiate coaching duties cannot be used to establish priority rehire eligibility for Kinesiology/Athletics assignments.

(d) To establish priority rehire eligibility, a retired full-time faculty member must:

i. have been re-hired as a part-time faculty member;

ii. have received an overall rating of “Meets Standards” or better in the most recent evaluation before retirement from full-time status;

iii. have received an overall rating of “Meets Standards” or better in the next scheduled evaluation conducted under Article XVII after the faculty member’s re-hiring in part1484 time status.

If a retired full-time faculty member who has resumed teaching under part-time status does not receive a timely evaluation as specified in Section 17.3 of this Agreement, the evaluation that should have been completed will be considered as a “Meets Standards” evaluation if the offer of an assignment is made for the following semester. This provision does not preclude the District from subsequently evaluating a faculty member in accordance with Article XVII.

iv. have a medical certificate on file with Human Resources (see Calif. Ed. Code. §87408.5).

(e) To maintain priority rehire eligibility, a part-time or retired full-time faculty member teaching part-time must meet the following conditions:

i. maintain an overall rating of “Meets Standards” or better on evaluations conducted pursuant to Article XVII of this Agreement. If a faculty member does not receive a timely evaluation as specified in Section 17.3 of this Agreement, the evaluation that should have been completed will be considered as a “Meets Standards” evaluation if the offer of an assignment is made for the following semester. This provision does not preclude the District from subsequently evaluating a faculty member in accordance with Article XVII.

a) In the event that a part-time faculty member with rehire eligibility receives an overall rating of “Partially Meets Standards” in an evaluation,

(i) the part-time faculty member will be given a performance improvement plan, including follow-up activities, dates of completion, and measurable outcomes to address those performance issues requiring correction;

(ii) the part-time faculty member will be evaluated by the dean during the first semester in which an assignment is offered and accepted. If this evaluation yields an overall rating of “Partially Meets Standards” or “Unsatisfactory,” priority rehire eligibility is revoked.

b) In the event that a part-time faculty member with priority rehire eligibility receives an overall rating of “Unsatisfactory,” in an evaluation,

(i) the evaluation will revert to the dean as specified in Section 17.3.a.4.d.v;

(ii) if the dean’s evaluation remains “Unsatisfactory,” eligible status shall be revoked.

ii. Maintain regular employment. If a faculty member with priority rehire eligibility fails either to request an assignment as specified in Section 15.4.a.2.g below, or to accept an assignment as specified in Section 15.4.c. below, for two (2) consecutive semesters, not including summer, except in cases of an approved leave of absence, priority rehire eligibility is revoked.

iii. In the event that a part-time faculty member has lost (as described above) and then regains priority rehire eligibility, seniority will depend on the most recent date on which eligibility was reestablished.

(f) Subject to the availability of requested courses or assignment as specified below, part-time faculty members who have established priority rehire eligibility according to this article are entitled to a minimum assignment as follows:

i. Part-time faculty members who have established priority rehire eligibility according to this article and who have completed an average of at least six (6) LHE, or six (6) weekly counseling/tutorial/library hours, during each of the previous four (4) semesters shall be entitled to a minimum assignment of six (6) LHE or six (6) weekly counseling/tutorial/library hours.

ii. Part-time faculty members who have established priority rehire eligibility according to this article and who have completed an average of at least three (3) but fewer than six (6) LHE, or three (3) but fewer than six (6) weekly counseling/tutorial/library hours, during each of the previous four (4) semesters shall be entitled to a minimum assignment of three (3) LHE or three (3) weekly counseling/tutorial/library hours.

iii. Part-time faculty members who have established priority rehire eligibility according to this article and who have completed an average of at least one (1) but fewer than three (3) LHE, or at least one (1) but fewer than three (3) weekly counseling/tutorial/library hours during each of the previous four (4) semesters shall be entitled to a minimum assignment of one (1) section or one (1) weekly counseling/tutorial/library hour. Semesters that a part-time faculty member is on Human Resources-approved leave shall not count in calculating the average LHE/semester. For a non-classroom assignment, an assignment will not be considered available if the number of hours scheduled for assignable duties necessary to fulfill the assignment have already been assigned to a full-time faculty member or more senior part-time faculty member. For a classroom assignment, an assignable section will not be considered available if:

1. the section has already been offered and accepted by a full-time faculty member as part of a load or overload;
2. the section has been already offered and accepted by a more senior part-time faculty member as defined in Section 15.4.a.2.h below;
3. the section's scheduled time does not meet the availability of the part-time faculty member as described in her or his assignment request as described in Section 15.4.1.2.i below;
4. the part-time faculty member does not have the demonstrated competence to teach a specific course as specified in Section 15.4.a.2.i below;
5. the section is not offered in a given semester;
6. the section has been cancelled.

Priority rehire eligibility does not guarantee an assignment, or assignment of specific courses, or an assignment of a section added after the development of the initial schedule.

(g) Prior to the semester during which the assignment will be performed, the dean or designee will initiate a request to all part-time faculty members for assignment preferences for that semester, and allow no fewer than ten days for faculty members to respond. Eligible part-time faculty members will specify the amount of requested assignment, the requested courses, and the times available for assignment.

(h) In the event that two instructors have requested the same section, or that there is limited availability of sections of requested courses, the faculty member with the higher priority rehire ranking as described above will receive the assignment in the absence of the conditions described under Section 15.4.1.2.f above.

(i) Courses requested for priority assignment at a college must be courses for which the part-time faculty member has demonstrated competency by having previously taught the same course within the school/division during the previous eight semesters.

(j) If the part-time faculty member who has established priority rehire rights does not receive an assigned load at least equal to the load to which the part-time faculty member is entitled under Section 15.4.1.2.f above, the dean will, upon request, provide a written response stating the reasons for the lack of assignment. (3) All other part-time faculty will be considered for assignment.

b. The formal offer of a part-time assignment must be made in writing.

c. Once a formal offer of an assignment has been made, the part-time faculty member will have five (5) days to accept or decline in writing part or all of the assignment. Failure to accept an assignment within five (5) days of the date of the formal offer may result in the loss of priority rehire eligibility rights for that semester.

d. The dean may cancel the assignment of any part-time faculty member to provide a full load (15 LHE) assignment to a full-time faculty member.

e. Once an assignment has been offered to and accepted by the part-time faculty member, the dean may not cancel the assignment of any part-time faculty member for the purpose of providing a full-time faculty member with overload.

f. A maximum assignment within the District will be no more than sixty-seven percent (67%) of a full-time faculty load or twenty (20) equivalent LHE per academic year and no more than eighty percent (80%) of a full-time faculty load or twelve (12) equivalent LHE in any given semester, so long as the annual load is no more than sixty-seven percent (67%) or twenty (20) LHE. (Calif. Educ. Code §87482.5).

65. Southwestern Community College District 2021-2024

15.2 PART-TIME SERVICE: The hiring of part-time faculty to staff classes shall serve the best interests of the students at Southwestern College (SWC). Vesting is rehire rights based on the following:

15.2.1 Definitions: For the purposes of this Article, there are two categories of part-time faculty under this contract: vested part-time faculty with rehire rights and nonvested part-time faculty.

15.2.2 Eligibility: To be eligible for rehire rights, the part-time faculty member must have taught a minimum of 2.4 Lecture Hour Equivalent (LHE) each semester (excluding summer and intersession) for six (6) sequential semesters in one discipline. At the end of the sixth consecutive semester of satisfactory performance, a part-time faculty member will be granted rehire rights. Continuation of rehire rights is contingent upon satisfactory evaluations, the timing of which will be conducted in accordance with the Tenure Review and Faculty Evaluation Manual.

15.2.2.1 A Unit member may be vested in more than one discipline.

15.2.2.2 If a part-time faculty member is assigned a dual-designated course, such as History 141/Mexican American Studies 141, the course will count toward vesting in both disciplines as long as the part-time faculty member meets the minimum qualifications or its equivalency for both disciplines.

15.2.3 Priority Assignment: Vested status occurs immediately upon the beginning of the sixth semester of service and shall be awarded at the end of the sixth semester so long as evaluations continue to be satisfactory, in accordance with the EERC decision titled Letter of Agreed Interpretation: Time of Vesting, Spring 2011.

15.2.4 Break/Reduction in Service: Vested status does not extend to part-time faculty members who have a break in their service to the discipline (i.e. zero LHE) unless

reviewed by the cognizant Dean and approved by the Vice President for Human Resources prior to the break in service, based on verified justification submitted by part-time faculty member. Such approval shall not be unreasonably withheld.

Justification for a break/reduction-in-service letter is:

(1) a circumstance beyond the adjunct faculty member's control, such as a serious illness or injury to the unit member or his/her immediate family as defined in Article 5.4.2., a National Guard or military reserve obligation, jury duty of an extended length, civil unrest, or a natural disaster directly affecting said faculty member;

(2) a class cancellation due to low enrollment;

(3) an approved staff development project or similar assignment in lieu of any LHE or work hours;

(4) a class or work assignment made by the part-time faculty member's cognizant Dean that is outside of their discipline in lieu of any LHE or work in their discipline;

(5) full time work assignment at another educational institution but not to exceed one year; or

(6) upon the recommendation of the cognizant Dean, subject to the approval of the Vice President for Human Resources. An approved break-in-service may apply to a part-time faculty member progressing through the six sequential semesters needed to earn vesting, or to a part-time faculty member who has already earned vested status.

(7) a reduction in service below the vested Unit Member's established average load pursuant to Article 15.2.5.1.1.

15.2.5 Right of Assignment: In determining class assignments among part-time faculty, the Dean in consultation with the Department Chair, shall make a good faith effort, consistent with the needs of the department, to ensure that part-time faculty members are offered a teaching assignment in the following order:

15.2.5.1 Vested Part-time Faculty will have a reasonable expectation of an assignment consistent with the average of their LHE/hours over the prior six consecutive semesters, assigned in preference over nonvested part-time faculty. A Unit Member who receives an approved break in-service shall not have that semester of absence counted in the calculation of their vested average. Vested part-time faculty members may also request and may be assigned additional assignments up to the maximum load if consistent with the needs of the department.

15.2.5.1.1 In the event that there are not enough LHE/hours to offer all vested part-time Unit Members their average load per Article 15.2.5.1, vested part-time Unit Members shall initially be offered their average load in the order of Date of Hire within their discipline.

The scheduling Dean shall maintain an official Date of Hire List for part-time Unit Members within the discipline. If multiple vested part-time unit members are hired on the same date, the Dean will hold a lottery to determine the final order of the Date of Hire List within 30 calendar days of ratification of this section. The impacted unit members will be invited to witness the lottery, and a SCEA designee will be present to observe. In the event this clause is triggered, any vested part-time unit member who is not initially offered their average load will be granted an automatic break/reduction in service letter to maintain their average load for up to two consecutive years.

15.2.5.2 Non-vested Part-time Faculty will be assigned, as needed, to serve the best interests of the District and in accordance with their classroom and summary evaluations.

15.2.6 Evaluations will be conducted in accordance with the Tenure Review and Faculty Evaluation Manual. Each non-vested part-time faculty member will be evaluated three times over the course of six semesters. Vested part-time faculty members will be evaluated by the Dean, or designee, at least once every six semesters. At the discretion of, and upon mutual agreement between, the cognizant Dean and the cognizant Department Chair, an out-of-sequence full-performance evaluation of a part-time faculty member may be conducted per the Tenure Review and Faculty Evaluation Manual.

15.2.6.1 Each Part-Time Unit Member shall acknowledge on their Faculty Self Evaluation Statement form that they have participated in the assessment of student learning outcomes (SLOs) and used the information to improve teaching methodologies and learning. In the event that the ACCJC (Accrediting Commission for Community and Junior Colleges) is no longer the accrediting agency for Southwestern College, then the SCEA and the District will automatically reopen Article 15.2.6.1 for collective bargaining in order to reassess its inclusion in the SCEA Contract.

15.2.6.2 The evaluation of a Part-Time Unit Member who is vested in multiple disciplines shall satisfy all disciplines in which the Part-Time Unit

Member is vested if those disciplines are related and supervised by the same Dean.

15.2.6.3 If an “Improvement Needed” is indicated on the Part-Time Performance Summary Evaluation, the specific nature of the improvement needed shall be stated in the “Comments” section at the bottom of the form or in an attached document. In future evaluations, issues that needed improvement from past evaluation cycles but were not specified on the form in the “Comments” section shall not be included as ongoing issues of concerns.

15.2.6.4 If a part-time Unit Member is vested in one discipline, and is seeking vested status in other discipline(s) that is (are) related and supervised by the same Dean, then the part-time Unit member will be evaluated one time over the course of six semesters in the nonvested discipline(s) rather than three times as stated in Article 15.2.6. An evaluation in the non-vested discipline will satisfy all disciplines in which the part-time Unit member is vested if those disciplines are related and supervised by the same Dean. The Cognizant Dean, with input from discipline faculty, will be responsible for determining if the disciplines are related.

15.2.7 Bumping Rights for Contract Load: Full-time faculty members have priority for assignment over all part-time faculty members prior to the publication of the printed or on-line class schedule, whichever occurs first. If a full-time faculty member's contract assignment is cancelled at any point after the publication of the class schedule, the full-time faculty member must accept an alternate assignment as assigned by the Dean, in consultation with the Department Chair and the faculty member, in order to fulfill his/her contract load as consistent with the current S.C.E.A. contract. Such alternate assignments shall be determined in the following order to the extent possible:

1. If a contract load course cancels, the full-time faculty member shall accept an alternate class assignment from among any remaining unstaffed classes.
2. If no unstaffed classes are available, the full-time faculty member shall accept a class staffed by a non-vested part-time faculty member in that discipline.
3. If none of the above options are feasible, the full-time faculty member will be assigned a class that fulfills his/her contractual obligation, as determined by the Dean.

15.2.8 Bumping Rights for Overload Classes: If a full-time faculty member's overload assignment is cancelled and that faculty member requests an alternate overload assignment, or if the faculty member's decision to request an overload assignment occurs after the publication of the class schedule, and if the Dean, in consultation with the Department Chair and the faculty member, concurs with the request, the assignment of such requests will be determined as follows:

1. The full-time faculty member shall accept an alternate overload assignment from among any remaining unstaffed classes.
2. If no unstaffed classes are available, the full-time faculty member shall accept an overload class staffed by a non-vested part-time faculty member in that discipline.
3. The full-time faculty member may not bump a vested part time faculty member in order to acquire an overload assignment.
4. In any specific case where extenuating circumstances exist, the Dean may modify the priorities in items (1), (2), and (3) above.

66. State Center Community College District CBA 2018-2021

Section 7. PART-TIME EMPLOYMENT-ASSIGNMENT:

A. Priority for assignment in a department/discipline per college/centers (Fresno City College, Reedley College, Clovis Community College, Madera/Oakhurst Community College Centers) beginning Fall 2017.

1. Part-time assignments shall generally be made on the basis of qualifications on a campus within each of the priorities set forth below unless the District determines the need to apply any of the factors in A-2.

- a. Part-time faculty with re-hire preference in the department for an offer of continuing "comparable assignment".
- b. Full-time overload.
- c. Part-time faculty in the department for increased assignment, with approval of and recommendation of Department Chair and approval of immediate supervisor.
- d. New applicants.

"Comparable Assignment" shall be defined to be as close as possible to a unit member's average load over the previous three (3) like semesters (fall to fall or spring to spring) in which the unit member had load, not including summer. In the event of a financial hardship, the District and the Federation mutually agree to meet to discuss temporarily suspending the comparable assignment definition to allow for the distribution of available sections to the maximum number of part-time unit members, following the re-hire preference order in Section 7(A) of this article.

2. Other assignment factors in addition to qualifications shall include breaks in service, performance during prior service, availability, and program needs.

B. In accordance with the Education Code, part-time faculty are "temporary employees." Nothing contained in this section or any article of this Agreement, places a legal obligation on the District to provide continuing employment for part-time faculty. Under extenuating circumstances, the Administration has the right to reduce or eliminate a part-time academic assignment at any time during the semester.

1. Beginning Fall 2017, all part-time unit members hired after this date will establish rehire preference in a department/discipline on a given campus based on first date of hire, the unit member's hiring for a fifth semester, service teaching at least six (6) sections, or working eight hundred sixty-four (864) hours in non-instructional positions, and all the factors as set out in Subsection A(2) above in a department/discipline on a campus in the District: Fresno City College and its centers, Reedley College and its centers (Madera and Oakhurst), or Clovis Community College and its centers.

2. Unit members who worked prior to January 1, 1997, at both the North Centers (Willow/International, Madera Center, Oakhurst) and Reedley College, shall have the combined re-hire preference accrual at Reedley College.

3. Unit members who have worked only at the North Centers (Willow/International, Madera Center, Oakhurst) will accrue re-hire preference only at the North Centers (Willow/International, Madera Center, Oakhurst).

4. Part-time unit members who have established re-hire preference prior to July 1, 2012 will maintain their re-hire preference at those locations.

5. Part-time unit members who establish re-hire preference on or after July 1, 2012 and before June 30, 2016 will establish their re-hire preference at Fresno City College and its centers or Reedley College and its centers (Madera and Oakhurst) or Clovis Community College (formerly Willow International Community College Center).

6. Ties in re-hire preference shall be broken by lot.

7. District-initiated involuntary breaks in service are those as a result of course cancellation, courses that “do not make,” or the replacement of a part-time unit member by a full-time unit member (contract or regular unit member of greater than sixty-seven percent (67%) FTE) to make load. The above identified District-initiated involuntary breaks shall not result in a loss of re-hire preference.

8. Voluntary breaks in service will result in loss of re-hire preference. (Except as otherwise required by law, refer to 9 below) Education Code section 87482.8(a) reads as follows: “Whenever possible, part-time faculty should be informed of assignments at least six (6) weeks in advance.” NOTE: This is six (6) weeks prior to the start of the class; not the start of the semester. If a part-time unit member rejects an offer of employment from the area administrator that was made in writing six (6) or more weeks prior to the assignment’s start date, he/she shall have a voluntary break in service. The part-time unit member shall have two (2) weeks to accept or reject in writing the offer of employment. Failure to respond shall be considered a rejection.

(Note: An offer and/or acceptance/rejection may be made via email. However, the “official” offer shall include all language contained in the District approved “Assignment Letter”. If an offer is made with less than six (6) weeks’ notice and he/she declines, the assignment shall not be considered as a voluntary break in service as he/she may have had a reasonable doubt as to whether or not an offer would be made. The part-time unit member shall have five (5) business days to respond to the offer of employment. If the assignment is offered two (2) weeks or less from the start date of the class, a same day response is required. Again, this shall not constitute a voluntary break in service.)

9. Leave for the following reasons, shall not be a voluntary break in service and shall not result in loss of previously accrued re-hire preference.

a. Disability caused by or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom;

b. Infant care (up to the balance of the semester within which it occurs following childbirth and up to one (1) additional semester);

c. Parental leave; and

d. Unit members who retire from another employer which necessitates a leave due to the CalSTRS “Zero-Dollar Earning Limit” or the CalPERS “180-day wait period after retirement” provisions shall not be considered a voluntary break in service and shall not result in loss of previously accrued re-hire preference.

10. Appropriate supervisors shall maintain lists that establish re-hire preference and on written request shall provide such lists each semester to the Federation.

67. Ventura County Community College District 2019-2022

5.4.B. DEFINITIONS/APPLICATIONS

(1) Longevity

a. Longevity is defined as total semesters (excluding any winter intercession and summer sessions) of non-contract service in a discipline. Disciplines shall be defined in Appendix L, which shall be the current version of the “Minimum Qualifications for Faculty and Administrators in California Community Colleges.”

b. Non-contract faculty will be credited with five (5) semesters of longevity upon the completion of their fifth semester of service at a particular college. If the faculty member works at two (2) or more colleges within the VCCCD, he/she will be credited with the corresponding longevity at each college upon successful completion of his/her fifth (5th) semester district-wide provided that his/her last evaluation was “Satisfactory” or “Excellent” at each college, and he/she has served a minimum of two (2) semesters at each college.

c. A faculty member may hold different longevity in different disciplines. Faculty may be assigned in different disciplines at one (1) campus or at a combination of campuses, within the same semester.

d. If a faculty member holds longevity in a discipline and begins teaching in the same discipline at another college, longevity will be transferred upon the successful completion (“Satisfactory” or better evaluation rating) of the semester at the “new” college. If the “new college” fails to evaluate in the first semester, successful completion means a “Satisfactory” or better rating on the most recent evaluation on file. The faculty member will continue to accrue longevity only at the college(s) where s(he) is teaching.

e. A faculty member will be removed from the longevity list upon receiving two (2) consecutive performance evaluations with summary ratings of “Unsatisfactory” or three (3) consecutive evaluations with overall summary ratings of any combination of “Needs Improvement” or “Unsatisfactory.” (See Section 12.5.B.(2).) If the faculty member is subsequently rehired within eight (8) semesters of removal from the longevity list, his/her longevity will be restored upon completion of the fifth (5th) semester provided the performance evaluation rating is “Satisfactory” or better.

f. Accumulated longevity is held by a faculty member for life unless longevity is lost because he/she has not received assignments for the previous eight (8) semesters (except as provided by law), the faculty member resigns, or has been removed from the longevity list in accordance with Section 5.4.B.(1)(e).

(2) The District will provide to the Federation, by the fourth week of each semester, a longevity list by discipline for each college reflecting assignments for the previous semester, including the longevity, pre-longevity, and previous assigned load (PAL) lists.

(3) Pre-Longevity Period: A non-contract faculty member must complete four (4) semesters over a four-year (4) period of service prior to being placed on the longevity list, regardless of the faculty member's PAL.

(4) Previously Assigned Load: PAL is determined by ranking the faculty member's load from highest to lowest over the past eight (8) consecutive semesters at each college. PAL will be the second (2nd) highest ranked number. (PAL is non-transferable between colleges.) For example, if a faculty member worked: .4; 0; 0; .2; 0; .6; .2; .6; load would be ranked as .6; .6; .4; .2; .2; 0; 0; 0; and PAL would be .6. If a faculty member receives a committee summary/overall performance rating (on Form C1) of "Unsatisfactory" OR two (2) consecutive committee summary/overall performance ratings (on Form C1) of "Needs Improvement," his/her PAL will reduce to .2, or not less than one (1) class.

(5) Preferred: A non-contract faculty member evaluated as "Excellent" by a committee summary/overall performance rating shall be designated as preferred. If a faculty member receives two (2) consecutive committee summary/overall performance evaluation ratings of "Satisfactory" or one

(1) committee summary/overall performance evaluation rating of "Needs Improvement" or "Unsatisfactory," he/she will be removed from the Preferred List. (Faculty members on their college's Preferred List will remain on the list unless removed through evaluation.) The District will use best efforts to ensure that at least 20% of the non-contract faculty in each division at each college are on the "preferred" list every semester.

(6) Short Courses: Load for non-contract assignments shorter than a semester shall be calculated by dividing the total number of hours assigned for the semester by 17 and rounding to the nearest half hour. (Total number of hours for a classroom assignment is determined by multiplying the number of hours assigned per week by the number of weeks a course is scheduled as indicated in the schedule of classes.)

5.4.C. Non-Contract Assignment Procedures

(1) If classes/hours are available, non-contract assignments shall be made in the following order (a. through e.) unless distance education classes are required to provide the previously assigned load (as defined below). In the case of distance education, the Dean and Department Chair must concur that the non-contract faculty member is sufficiently knowledgeable in the instructional delivery mode to teach the course. If the Dean and the Department Chair do not agree as to whether to give a particular assignment to the faculty member, the appropriate college Vice President will determine the assignment. If a faculty member is dissatisfied with his/her assignment, the appropriate college Vice President will determine the assignment. (See Appendix I for tiebreakers.)

a. Full-time faculty teaching extra-hourly and non-contract faculty on a college's preference list will be assigned their previously assigned loads in longevity order.

b. Full-time faculty requesting new extra-hourly assignments.

c. Other non-contract faculty members on the longevity list with previously assigned loads (PAL) will be given their PAL in longevity order.

d. Priority for increased loads shall be considered in the order indicated in (a.) - (c.) above.

e. When qualified new non-contract faculty members are not available, an intern may be hired. An intern may not be hired for more than four (4) semesters. An intern may accrue service credit to get on the longevity list; however, (s)he must complete four (4) semesters of teaching experience (as an intern or non-contract faculty member) and be hired as a non-contract faculty member according to the VCCCD hiring procedures in order to be added to the longevity list. Intern service experience will not count toward longevity. If it is necessary to give a faculty member an assignment in excess of his/her PAL in order to provide a full PAL for that faculty member, this assignment shall be considered an incidental increase in assignment. The assignment may be made without a faculty member's request for an increased assignment listed on the ARF if the sole purpose is to provide a full PAL assignment for that faculty member. This incidental increase shall not be considered a violation of the other faculty members' priority rights for assignment under Section 5.4.C.(1) and shall not be considered as a request for an increase as outlined in Section 5.4.C.(1) d.

(2) The Department Chair/Coordinator will consult with the Dean/immediate supervisor prior to any hourly assignments being recommended. All reasonable effort will be made to accommodate non-contract assignment requests regarding time(s), day(s), location(s) and course(s). If the Department Chair/Coordinator, and Dean/immediate supervisor do not agree as to whether to give a particular assignment to the faculty member, the appropriate college Vice President will determine assignment. If a faculty member is dissatisfied with his/her assignment, the appropriate college Vice President will determine the assignment.

68. Victor Valley Community College District 2019-2022

ARTICLE 13: Faculty Assignments

13.1 Section 87482.9 of the Education Code states that reemployment rights shall be a subject of negotiations between the District and the Bargaining Agent.

13.2 The District and AFT Part-Time Faculty United recognize that students benefit when well-qualified, effective faculty members continue to serve as instructors, librarians, and counselors at Victor Valley College. Toward that end, the following procedure is established to encourage and facilitate the retention of successful faculty members. The procedures in Sections 13.3 through 13.5 shall not apply for vacant positions that occur within twenty (20) calendar days preceding the first duty day for that assignment. All rights to assignments under this Article 13 shall be subject to and contingent upon the District's obligations with respect to full-time faculty load.

13.3 Eligibility for Priority Assignment

For each discipline, the Chief Instructional Officer or designee shall establish a Priority List of continuing part-time faculty members. To qualify for reemployment under the provisions of this Article, Unit Members shall meet all of the following requirements:

13.3.1 The Unit Member shall be qualified for the specific assignment in question.

13.3.2 The Unit Member shall have actively taught for Victor Valley Community

College District at least two (2) of the four (4) semesters within the two (2) academic years preceding the semester assignment in question.

13.3.3 The Unit Member shall have received two (2) satisfactory final evaluations reports.

13.3.4 To remain on the Priority List, the following conditions must be met:

a. Part-time faculty members who have qualified for priority of assignment rights within a specific discipline and who after such qualification receive an overall unsatisfactory evaluation will be timely notified of the areas identified as deficient. If during the next semester the faculty member receives less than an overall satisfactory evaluation, then he or she shall be removed from the priority list in that discipline. The faculty member may be reinstated after she/he has received two consecutive overall evaluations of satisfactory or above in that discipline.

b. The Unit Member shall NOT, without good and sufficient cause, have failed to complete her or his acceptance agreement as per Section 13.5 unless the District fails to provide the acceptance agreement in a timely manner.

13.3.5 The Chief Human Resource Officer or designee shall send an updated part-time faculty priority hire list to the Chief Instructional Officer or designee and AFT PTFU by the end of each Fall and Spring semester to be implemented for the same semester the following academic year.

13.4 Discipline Priority Lists

13.4.1 The Chief Instructional Officer or designee shall establish for each discipline a Priority List of part-time faculty members who meet the requirements in 13.3.1 through 13.3.4 above and have satisfactory or higher consecutive evaluations for the previous two (2) academic years. Each discipline will have a Priority List and individuals may be listed on several Priority Lists. Each year, that Priority List shall be updated no later than thirty (30) days following the close of each semester and shall be forwarded to the AFT PTFU.

13.4.2 An individual part-time faculty member's priority for assignment shall be determined by her/his total accumulated FTEF (full-time equivalency) within a specific discipline. In cases where ties in priority of assignment need to be broken, the following shall be considered:

a) The unit member's start date as a continuous part-time faculty member,

b) A part-time faculty member who had no assignment due to circumstances beyond his/her control for 18 months (see section 13.5.2),

c) A part-time faculty member who received approval by the Chief Instructional Officer to decline all offered assignments for a period of twelve (12) months (see section 13.5.3) at the District. If a tie for priority of assignment still exists among part-time faculty after the above three (3) criteria have been applied, the tie shall be broken by lot.

13.4.2.1 When used in this Article, FTEF means Full Time Equivalent Faculty. One FTEF equals 1.00 or 100% per semester and may consist of lecture only, laboratory only, individualized instruction, or combination thereof. The following represents FTEF calculations rounded to the nearest thousandth:

a. The FTEF for lecture is calculated by dividing the maximum total number of hours of the class for the semester, as defined in the approved course outline, by 270. For example, a course approved for 3 hours per week will have a maximum of 54 hours. The workload is 0.20 or $54/270 = 0.20$.

b. The FTEF for individualized instruction is calculated by dividing the total number of hours of the class for the semester, as defined in the approved course outline, by 324. For example, a course approved for 3 hours per week will have a maximum of 54 hours. The workload is 0.20 or $54/324 = 0.167$.

c. The FTEF for laboratory is calculated by dividing the total number of hours of the class for the semester, as defined in the approved course outline, by 378. For example, a course approved for 3 hours per week will have a maximum of 54 hours. The workload is 0.143 or $54/378 = 0.143$.

d. The following is an example of calculation of workload for combined lecture and laboratory:

CHEM 202 (54 hours lecture, 108 hours lab). The workload is

CHEM 202 = 0.486 or $(\text{lec } 54/270 = 0.020) + (\text{lab } 108/378 = 0.286) = 0.486$.

e. Non-credit FTEF is calculated by dividing the total number of hours of the class for the semester as defined in the approved course outline by 378.

f. Non-instructional part-time faculty member (counselors, librarians, etc.): one FTEF equals 35 hours/week for a primary term semester (16 weeks). FTEF credit will accumulate for any assignment the part-time faculty member held at census.

13.4.2.2 Where part-time faculty member has been or is currently employed by the District in a capacity other than part-time teaching, only the time during which the part-time faculty member was actively teaching part-time shall be counted in determining accumulated FTEF. Full-time teaching units shall not count toward accumulated FTEF for purposes of this article, except part-time faculty member on a temporary fulltime teaching assignment of no more than one year shall have 67% of such full-time teaching load counted in his/her accumulated FTEF.

13.4.3 Once the Priority Lists have been established as provided in 13.4.2 above, those part-time faculty members making such lists shall remain on the lists without having to re-qualify; except that a part-time faculty member may be removed as provided in 13.3.4, 13.5.4, and 13.5.5 below.

13.4.4 Within one week after contract faculty assignments have been made, the Chief Instructional Officer or designee shall provide via email a list of all available assignments to the part-time faculty members on the priority hire list. The part-time faculty members shall respond via email or written documentation within six (6) working days, indicating their preference for assignments (up to the legal percentage limit of a full-time load). The CIO or designee shall respond within five (5) working days, confirming the part-time faculty members' assignments.

13.4.5 Part-time faculty members' course assignments shall proceed in the following order: (a) those on the Priority List, and (b) those on the Priority List in order of their accumulated FTEFs.

13.4.6 Part-time faculty members who are determined to be no longer eligible by the Chief Instructional Officer for priority assignment will be notified in writing by the Dean.

13.5 Offers of Assignments

13.5.1 In the event the percentage of FTEF assignment of a part-time faculty member who has qualified for priority of assignment rights must be reduced due to circumstances beyond his/her control (cancellation of a class(es), hiring of contract faculty, etc.), the affected faculty member shall have the right to maintain her/his current percentage of FTEF assignment. If the cancellation is made prior to the start of classes, part-time faculty who had a reduction in assignment will be contacted by the appropriate manager and advised of the assignments from their approved list which are either available or being held by a part-time faculty member with less or no priority of assignment status. The affected part-time faculty member may then select an assignment within her/his approved list of assignments. The intended result of this selection shall be to displace the faculty member with the least priority of assignment or no priority of assignment. In the event the above reduction must be made after the first day of instruction, the affected part-time faculty member shall not displace other part-time faculty members until the subsequent semester. The amount of FTEF the faculty is assigned shall be within the guidelines of the District and the California Education Code.

13.5.2 Part-time faculty who are not given any assignment for circumstances beyond their control (course cancellations, hiring of contract faculty, etc.) will retain their accumulated FTEF for a period of eighteen (18) months. Part-time faculty shall remain in contact with the appropriate manager during this time period so that they may be called back if conditions warrant.

13.5.3 Part-time faculty who decline all offered assignments will retain their accumulated FTEF for a period of twelve (12) months, provided the reason for the declination of assignments was approved by the Chief Instructional Officer.

13.5.4 Part-time faculty who voluntarily decline all offered assignments within a discipline, without approval of the Chief Instructional Officer, shall lose all priority of assignment rights.

13.5.5 Part-time faculty, who fail to return a signed contract prior to the first day of their instructional assignment, will forfeit their right of assignment for the semester unless approved by the Chief Instructional Officer or unless the District fails to provide the contract in a timely manner to meet the deadline in this Article..

13.5.6 The vice president of Instruction or designee shall retain the right to assign Unit Members not on the Priority List or prospective Unit Members to meet new and/or emerging instructional or programmatic needs for the assignments(s). For the purposes of this section, "new and/or emerging instructional or programmatic needs" shall mean:

13.5.6.1 An assignment or course which has not previously been offered at Victor Valley College and for which no Priority List exists or for which no individuals possess the Chancellor's Office minimum qualifications;

13.5.6.2 An assignment or course for which there are emerging trends or required specialized knowledge in subject matter or methodology, and no Unit Member on the Priority List possesses the Chancellor's Office minimum qualifications.

13.5.7 Part-time faculty members who have not qualified for priority of assignment rights within a specific discipline shall have no re-employment rights within that discipline.

13.6 Equal Access to Assignments

Unit Members who are qualified for an assignment shall not be denied that assignment based upon their status as a part-time faculty member, subject to the District's obligations with respect to full-time faculty load.

13.7 Schedule of Classes

When feasible, the Unit Member's name shall be published in the Schedule of Classes for all of the Unit Member's teaching assignments. If an assignment is made after the Schedule of Classes is published, the Unit Member's name will be added to the Schedule of Classes on the college Website as each periodic update is made.

69. West Hills Community College District 2019-2022

No part-time CBA

70. West Valley-Mission Community College District 2021-2024

100.9 Assignment of Associate Faculty

100.9.1 Order of Assignment

The assignment of classes for associate faculty members is based upon the availability of department offerings. To receive an assignment, the associate faculty must meet the state minimum qualifications for the Faculty Service Areas (FSA) and have adequate preparation for the specific course for assignment through appropriate education and experience, earned either inside or outside the District.

For associate faculty in the qualified temporary pool, courses shall be assigned first to those with Re-Employment Preference in order of seniority based on date of first assignment within each department, and then to non-REP associate faculty, in order of seniority based on the date of first assignment after the second satisfactory evaluation has been achieved.

100.9.2 Load Allocation Process

All associate faculty who have achieved REP, shall be assigned load through the following process, so that, over time and based on seniority, they are able to achieve a load in the range of 60-67 percent of a full-time equivalent load -- not anything less than that range, provided sufficient remaining load is available to assign a load in that range, or the associate faculty member refuses additional assignments.

For the sole purpose of assigning load, associate faculty with REP shall be divided into two (2) subcategories: REP-1 and REP-2. The definition of these subcategories is as follows:

- a) REP-1: Any associate faculty member who meets the criteria for REP-1 status, as specified in Article 108.3
- b) REP-2: Any associate faculty member who meets the criteria for REP-2 status, as specified in Article 108.3

100.9.3 Minimum Load Allocation

Minimum load shall first be assigned to associate faculty with REP-2 status as provided in subsection b), and then to associate faculty with REP-1 status as provided in subsection a):

a) REP-1: Associate faculty with REP-1 status shall be offered assignments with a minimum load of 40% and a maximum load of 67%. Acceptance of a partial load shall allow faculty to maintain REP-1 status. Available courses will be offered to REP-1 faculty in order according to the seniority on the REP lists held in Human Resources and approved by WVMFT, AFT 6554 and the Offices of Instruction. So long as the member is offered a minimum load of 40%, the District is not required to offer additional load.

b) REP-2: Associate faculty with REP-2 status shall be offered assignments with a minimum load of 60% and a maximum load of 67%. Acceptance of a partial load shall allow associate faculty to maintain REP-2 status. Available courses will be offered to REP-2 faculty in order according to the seniority on the REP lists held in Human Resources and approved by WVMFT, AFT 6554 and the Offices of Instruction. So long as the member is offered a minimum load of 60%, the District is not required to offer additional load.

Assignment of associate faculty members shall always be secondary to the assignment of a full-time faculty member. Emeritus faculty who wish to return as associate faculty, shall be granted REP-2 if they have received a "Satisfactory" evaluation on their most recent full evaluation prior to retirement. The date of first assignment for Emeritus shall be the date of hire as contract faculty. Once granted REP-2 status, they are subject to the same contract language as associate faculty.

100.9.4 Maximum Load Allocation

No REP-1 or REP-2 associate faculty member shall be assigned more than a total of 67% of the hours per week considered to be a full-time equivalent work load for the semester. It is the intent of this section to apply the 67% calculation consistent with its meaning in Education Code Section §874812

100.9.5 Allocation of Remaining Load

Any remaining available load in a department after each REP-1 faculty has received an assignment between 40-67% and each REP-2 has received an assignment between 60-67% may be offered to non-REP associate faculty in the qualified temporary pool who meet the state minimum qualifications for the Faculty Service Areas (FSA) and have adequate preparation for the specific course for assignment through appropriate education and experience, earned either inside or outside the District, and in order of seniority based on the date of first assignment, after the second satisfactory evaluation has been achieved.

100.9.6 Splitting Assignments

The District shall not be required to split an assignment with a single course record number ("CRN"). Should a CRN be split, then the available load shall be offered to associate faculty consistent with Article 100.

100.9.7 Offer and Acceptance of Assignment

An assignment is offered to an associate faculty member when the associate faculty member is sent a Notice of Assignment. When possible, the Notice of Assignment shall be sent at least 30 days before the beginning of the semester. Associate faculty members are not authorized to work unless and until they provide acknowledgement of assignment in Banner. An associate faculty member who has been scheduled for work by the member's Department Chair or Division Dean, and who does not receive a Notice of Assignment for that work at least 30 days before the beginning of the semester, may request that the Division Dean expedite the Notice of Assignment, and the Division Dean shall do so.

100.9.8 Notification of Change of Assignment

If an associate faculty member's assignment is changed or altered before the beginning of the semester, a notification via their district email of the proposed change shall be sent by the Division Dean or Department Chair to the member within five (5) working days of the date the decision is made.

100.10 Loss of Re-Employment Preference

Associate faculty members shall retain Re-Employment Preference as long as they continue to satisfactorily perform their responsibilities and continue to accept regular assignments. REP shall not be withdrawn if the associate faculty member's services are terminated for lack of enrollment, discontinuance of service due to a reduction in force or other absence which is not considered a break in service pursuant to applicable law, except that which exceeds two years.

REP status shall be withdrawn if:

1. The associate faculty member declines an entire assignment twice during three consecutive calendar years unless the assignment is refused because of a compelling personal reasons, such as pregnancy, birth of a child, or serious illness. The acceptance of another work assignment shall be considered a compelling personal reason if the associate faculty member submits documentation of the acceptance of other work, and the acceptance occurs at least 7 calendar days prior to when the WVMCCD department initially offers assignments during the college's normal scheduling period. An associate faculty member with re-employment preference can decline an entire assignment once every three consecutive calendar years and still retain REP status.
2. The associate faculty member's appraisal outcome fails to meet the standards required for the maintenance of REP as defined in Article 108.6.6.

71. Yosemite Community College District 2020-2023

7.3 REEMPLOYMENT PREFERENCE

7.3.1 For the purposes of this article, part-time faculty term load is considered to fall within one of three ranges.

1. Less than 34% load
2. Between 34% and 50% load, inclusive
3. Greater than 50% load.

Reemployment preference represents a rehire right or a right to first refusal to a typical assignment. A part-time faculty member's typical assignment is characterized by the pattern established over the previous two-year period of time with total load falling within one of the three ranges above. The District will make an effort to provide continuing comparable assignment, within the ranges noted above, to part-time faculty members with reemployment preference. In all cases, part-time faculty assignments shall be temporary in nature, contingent on enrollment and funding, and subject to program changes, and no part-time faculty member shall have reasonable assurance of continued employment at any point, irrespective of the status, length of service, or reemployment preference of

that part-time faculty member.

7.3.2 The minimum standards for the terms of reemployment preference for part-time faculty assignments shall include all of the following:

- a. The length of time part-time faculty have served in the Yosemite Community College District;
- b. The number of courses part-time faculty have taught in the Yosemite Community College District;
- c. The evaluations of part-time faculty;
- d. The availability, willingness, and expertise of part-time faculty to teach specific classes or take on specific assignments that are necessary for student instruction or services.
- e. Part-time faculty members will be ranked among other part-time faculty within their department(s) using the Part-time Faculty Point Accrual

Worksheet provided in APPENDIX D.

1. Part-time faculty members shall continue to accrue points within their department(s) based upon all criteria listed in the Part-time Point Accrual Worksheet, provided that they maintain “satisfactory” performance evaluations as defined in Article 6 and APPENDIX C.

2. Part-time faculty members who receive evaluations of “satisfactory with recommendations” shall not accrue additional points until a follow-up evaluation has been improved to “satisfactory.” Upon improvement to “satisfactory” in the follow-up evaluation, these part-time faculty members will resume accumulation of points. There is no make-up of points.

3. Part-time faculty members shall not accrue additional points during semesters that contain any of the following:

- a. Failure to submit grades for a class in accordance with college deadlines;
- b. Failure to submit census roster or positive daily attendance rosters by the prescribed deadlines;
- c. Failure to properly notify the division or instruction office regarding absences from class, lab, or assigned staffing hours;
- d. Persistent, unresolved, and documented student complaints alleging violations of California Education Code 87732;
- e. A District finding that the part-time faculty member has violated a specific section of California Education Code 87732;
- f. Failure to complete and record Flex activity by the established deadlines.

4. Part-time faculty members who receive evaluations of “unsatisfactory” shall not be reemployed within the Yosemite Community College District.

7.3.3 Process for reemployment preference:

- a. Each part-time faculty member shall be allotted points within each department of service using the Part-time Faculty Point Accrual Worksheet provided in APPENDIX D. Points for cross-listed courses are

accrued in only the primary discipline.

b. Points are earned per term (Summer, Fall, Spring) based on term load since Fall 2004. The point-system shall allocate:

- i. One (1) point for load less than 34%;
- ii. Two (2) points for load between 34% and 50%, inclusive;
- iii. Three (3) points for load greater than 50%.

c. Reemployment preference for part-time faculty members hired after Fall 2017 is granted upon receipt of his or her second satisfactory evaluation, commencing with the points earned to that point, and effective with the beginning of the subsequent schedule development timeline.

d. Retiring full-time faculty may submit applications to teach as part-time faculty within their faculty service areas.

e. Retired faculty may begin teaching as part-time faculty in compliance with STRS regulations and within the appropriate faculty service areas. Retired faculty teaching as part-time instructors shall be awarded 9 points for each year of service since Fall 2004. Reemployment preference for newly retired faculty shall be limited to a load below 34%. Additional points shall be accrued using the same criteria for other part-time faculty. Nothing shall prohibit the dean from assigning a load in excess of 34%. The right to return as a part-time and claim 9 points per year of service shall expire if not exercised within three years of retirement.

f. Part-time faculty (including retired faculty) who teach in more than one discipline shall have separate part-time point accrual worksheets completed for them. Accrued points shall not cross-over into other disciplines (e.g., a part-time faculty member may have a high number of points in one discipline, but a low number of points in his/her second discipline).

g. A part-time faculty reemployment preference report shall be generated by the District on July 1st of each year and be followed for reemployment preference until June 30th of the following year. The report shall be made available to all part-time faculty by the District Office and by the Yosemite Faculty Association website.

h. All part-time faculty reemployment, including retired faculty serving as part-time instructors, shall occur after full-time faculty baseloads have been assigned and set as stated in Article 4.1.1. Full-time faculty baseloads will not be altered to accommodate part-time faculty scheduling availability unless by mutual agreement of the full-time faculty member and the immediate administrator.

7.3.4 Authorized Breaks in Service

a. Part-time faculty may be granted up to one year of leave within a six-year period without loss of accrued points. The break in service may be either partial (reduced load) or full (no load).

b. Additional leave requests may be authorized by the immediate administrator. A request for such authorization must be submitted in writing by the part-time faculty member and approved in writing by the immediate administrator. Such leaves may be due to maternity, sick leave, baby bonding, or other leave protected under the Family Medical Leave Act.

c. In the event that an assignment is not available from the District, the part-time faculty member shall retain his or her accrued points.

d. Any break in service of three years or more results in an automatic termination and loss of all accrued points and attendant reemployment preference.

72. Yuba Community College District 2019-2022

4.1.5 Part-Time Faculty Member Return Rights.

4.1.5.1 Within the schedule of classes as determined by the District, part-time faculty who have taught a minimum of six (6) semesters of general education and pre-collegiate courses shall be entitled to seniority-based rights to continue teaching a load equal to the highest load taught in any of the last six (6) semesters up to a maximum load of six (6) semester units.

4.1.5.1.1 Seniority-based return rights will not apply to courses with curriculum mandated by a state organization. for example but not limited to, POST, STC, State Fire Marshal and EMT.

4.1.5.1.2 The District shall make seniority-based assignments as described above consisting of a minimum of two (2) courses OR one course and associated labs OR other

assignment up to a maximum load of six (6) semester units.

4.1.5.2 Any additional assignments shall be made at the District's discretion after all seniority-based assignments have been made each semester. Upon completing seniority-based assignments, the District may assign the unit member additional units up to a maximum of 67% FTE or twenty (20) units per academic year, excluding summer. The District may endeavor to balance the with member's teaching assignment within each academic year. By way of example, a unit member who has a twelve (12)-unit load in one semester may have an eight (8)-unit load the next, or vice versa. The parties acknowledge and understand that the ability to balance loads between semesters does not create additional full-time faculty legal rights and privileges for unit members.

4.1.5.3 Part-time faculty return rights are based on primary Fall and Spring semester assignments. Courses taught during intersession and summer session shall not be counted in determining a part-time faculty member's load.

4.1.5.4 The return rights set forth in Sections 4.1.5.1 through 4.1.5.3 above are to a unit load that the part-time faculty member has taught and the part-time faculty member has received a satisfactory evaluation. Part-time faculty who receive an unsatisfactory evaluation shall lose return rights. Counselors and Librarians shall have the same return rights as instructors.

4.1.5.5 Seniority shall be based on total units taught under this contract from July 2000 forward. Teaching load of Cooperative Work Experience (CWE) instructors shall be considered in

determining unit members' seniority standing effective July 1, 2015.

4.1.5.6 Seniority shall be earned at one of the following three sites, and return rights to teach a load at the site at which seniority is earned. Seniority for outreach areas will be earned for the site from which the outreach is administered. (i.e., Beale AFB and Sutter County Campus are administered to Yuba

College, and Colusa County Campus is administered to WCC) part-time faculty members shall earn seniority at one of the following sites:

4.1.5.6.1 Yuba College

4.1.5.6.2 Woodland Community College

4.1.5.6.3 Lake County Campus

4.1.5.7 Teaching assignments will be offered to part-time faculty members based upon their earned seniority. Management has the right to offer assignments to any qualified part-time faculty member once all qualified part-time faculty members with more seniority are offered assignments to their maximum load. The unit member shall have five (5) business days to accept an offer of assignment, unless the District expressly provides for more time to respond in the written offer of assignment.

4.1.5.8 The return rights articulated in Article 4.1.5 are for initial scheduled assignments only and are for units, not specific courses. For purposes of this Article, "initial scheduled assignments" means assignments offered to and accepted by unit members that are in writing and made through official District practices and protocols, and pursuant to 4.3 of this article. In the event a class is cancelled, there are no bumping rights. Unit members shall receive notice before an assigned class is cancelled. The District shall attempt two methods of communicating such notice using the most recent contact information for the unit member. Unit members shall be paid for the first week of an assignment when class is cancelled or reassigned to a full-time faculty member less than two weeks before the scheduled start date.

4.1.5.9 Unit members may opt to have their return rights transferred to a different location within the District. To do so, a unit member must notify the District, in writing, of their interest to transfer their return rights to a different location within the District.

4.1.5.10 Seniority based assignments shall not be made to any course involving a class meeting, lecture, lab, or other teaching component, on Saturdays without the prior agreement of the Unit member. Assignments made at the District's discretion, as described in section 4.1.5.2, may involve Saturday teaching components, with or without the unit member's agreement.

4.2 Unit members will accrue summer return rights to a load equal to that which the member has taught in previous summer semesters, to a maximum of six (6) units. Summer return rights only apply to summer courses.

4.3 The District will make available to currently employed unit members a form on which they may indicate their interest and availability in an assignment for a subsequent semester, including the summer session. Those part-time unit members who respond by the deadline will be notified no later than thirty (30) days prior to the start of the semester of the requested assignment if they are not to be sent a tentative contract. Such notification will be either (1) by District mail, (2) by U.S. Mail using the address provided on the Instructor Availability/Preference Form, or (3) by email using the faculty member's District assigned email address. An administrative oversight that may cause failure to provide such notice will not entitle the affected member to an assignment.

4.4 All available part-time faculty positions (not already assigned) shall be posted on the affected division bulletin board and a copy will be sent to the YC-AFT President.

4.5 Leave of Absence

Unit members may notify the District, in writing, of their interest to take an unpaid leave of absence for up to two (2) semesters, with approval from the District. If a unit member requests and is approved for a leave of absence, the duration of the leave will not be counted towards achieving or loss of return rights.