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10/13/17

ARTICLE 5 Workload and  
Assignment

5.1 Administration of Assignment

The Chancellor of the District is responsible for the assignment of faculty members within the District in accordance with the provisions of this Agreement.

The President of ~~the each~~ College is responsible for the assignment of faculty members within the College in accordance with the provisions of this Agreement.

5.2 Contract Teaching Assignments

5.2.A. The typical workload for all classroom teaching faculty members is an average of 40 hours per week and shall include:

- (1) An average of thirty hours per week which includes classroom teaching, preparation and grading for assigned classes, including submission of grades within two working days after finals and timely submission of census data.
- (2) Maintenance of five office hours per week for student conference. Faculty teaching Distance Education Courses online may conduct one office hour online for each .20 teaching load up to a maximum of two hours per week. The office hour schedule is subject to the approval of the appropriate Dean. Each full-time teaching faculty member shall schedule at least one office hour per teaching day. Exceptions for good reason are subject to the approval of the ~~Executive appropriate college Vice President~~. Schedules will be posted outside the faculty member's office and placed on file in the Office of Student Learning. An office shall be provided as a condition for requiring such scheduled office hours. The location of the office shall be determined in consultation with the faculty member and the appropriate Dean. The final decision for the location of faculty offices rests with the ~~appropriate college Vice President Executive Vice President~~. Contract faculty with partial teaching assignments shall maintain such office hours as are a pro-ration of the portion of the teaching contract held.
- (3) An average of five hours per week service for instruction-related student support activities for the academic year shall be submitted in writing to the Dean by December 31 and June 30 for the prior 6 months.

Typically such activities may include the following:

- a. \_\_\_ continuing professional development;
- b. \_\_\_ sponsorship and support of student activities;
- c. \_\_\_ participation in budget development ~~and~~
- d. \_\_\_ employment interviewing procedures;
- e. \_\_\_ college and district committees;
- f. \_\_\_ department and division meetings;
- g. \_\_\_ curriculum development ~~or review~~;
- h. \_\_\_ program development, ~~review, and/or coordination and oversight~~;
- i. \_\_\_ articulation and matriculation;
- j. \_\_\_ writing of grant proposals and research projects;
- k. \_\_\_ recruitment and high school relations;
- l. \_\_\_ registration advisement;
- m. \_\_\_ activities of faculty governance, representation and advocacy;
- n. \_\_\_ preparation and updating of course outlines;

Comment [VPK1]: Fix others in this article... campus to college, etc.

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~~o. community outreach and interface;~~

~~m. preparation for courses that exceed the hours expressed in  
5.2.A.(1).~~

#### 5.2.B. Hours of Instruction

The classroom teaching load of a faculty member on full assignment shall be:

- (1) Teaching hours of faculty members shall be calculated on the basis of a contract classroom teaching assignment of 30 lecture or lecture-equivalent hours for an academic year (two semesters). The District will make reasonable efforts to attempt to equalize the distributions of such lecture or lecture equivalent hours between each of the two semesters. A faculty member may be assigned more than 16 or less than 14 lecture or lecture equivalent hours per semester as her/his contract teaching load only with her/his permission. A faculty member who wishes to teach an overload during a Spring semester must first fulfill her/his entire thirty-hour lecture or lecture-equivalent hour load assignment.
- (2) ~~Lecture equivalent hours for~~ laboratory teaching assignments shall be in a ratio of three hours laboratory teaching to two hours of lecture teaching ~~(.67 of a lecture hour)~~. ~~Lecture equivalent hours for~~ laboratory teaching assignments in the labs listed in Appendix F shall be in a ratio of four hours of laboratory teaching to three hours of lecture teaching ~~(.75 of a lecture hour)~~.
- (3) ~~Lecture equivalent hours for~~ lecture-laboratory teaching assignments shall be in a ratio of four hours lecture-laboratory teaching to three hours of lecture teaching ~~(.75 of a lecture hour)~~.
  - a. All coaching faculty shall meet their scheduled intercollegiate sport class during the entire semester of the season of the sport. When the sport season ends, other appropriate activities may be substituted for such class meetings with the concurrence of the Athletic Director, but in no case shall classes meet less than two ~~(2)~~ times a week.
  - b. Those coaches who elect to substitute other activities for class meetings shall prepare and submit a written plan, to be approved by the Athletic Director, which may include, but is not limited to recruitment, placement of athletes, advisement of students, high school relations, etc.
- (4) Faculty members who teach ~~semester~~ classes with attendance at the census date in excess of 60 students will be given credit of an additional one-half teaching hour for each hour taught for each increment of 25 students in attendance above the 60 students per class.
  - a. A team-teaching situation exists in the event that two or more faculty members are assigned to teach a single class offering which encompasses one course or a concurrent combination of courses.
  - b. The additional load credit for each member of a team is to be the ~~additional load credit earned under the formula above~~ [Section 5.2.B(4)], divided proportionally by the number of members of the team.

- (5) Weekly student contact hours between 300 and 600 are considered a normal assignment. Equalization of load shall be effected, so far as practicable, by assignment of additional:
- a. Technical, laboratory, reader, or clerical assistance may be provided to an instructional division when student contact hours exceed the following:
    - 1) English Composition, 450
    - 2) Lecture Classes, 550
    - 3) Laboratory Classes, 500
  - a-b. In the case of experimental programs, whenever the load assignment contemplated departs appreciably from established norms, class-weight credit to determine load assignments will be established by the President in conference with the ~~Executive appropriate college~~ Vice President, the Division Dean, the Department Chair, and the faculty member involved.
  - b-c. A faculty member may meet and confer at any time with his/her Division Dean and the ~~Executive appropriate college~~ Vice President, regarding his/her teaching load or its equalization.  
  
A District-wide average of not less than 525 Weekly Student Contact Hours, exclusive of WSCH's earned as part of an overload or extra-hourly assignment, per full-time teaching faculty member, shall be established as management's goal.
- (6) Designation of new, updated or revised, ~~courses as lecture, lecture-laboratory, laboratory courses (-or any combination thereof),~~ for student credit hours as well as non-credit courses shall be made exclusively through by the each college's Curriculum Committee or Academic Affairs Committee, subject to review by the District Technical Review Workgroup-Instructional and the Chancellor, subject to approval by the Governing Board.
- (7) PCAP will not be implemented during the term of this Agreement.

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#### 5.2.C. Scheduling of Contract Assignments

- (1) Assignments of contract teaching load for contract faculty members shall have first priority over any other class assignments.
- (2) When the assignment for a teaching faculty member is prepared, primary consideration will be given the needs of the students, the professional training and experience of the faculty member, and the classes to be taught. Under no circumstance may a course be taught by any faculty member who does not possess the appropriate credential, meet the appropriate Minimum Qualifications ~~(-or possess an equivalency as determined by Governing Board Policy)~~ as stipulated in the current "Minimum Qualifications for Faculty and Administrators in California Community Colleges" handbook.
- (3) Course, section and room scheduling for individual faculty members shall be prepared within the Division in conjunction with the Department/Discipline, subject to approval by the appropriate Executive college Vice President. Such approval shall not be unreasonably withheld. Any such conflicts shall be resolved through informal discussions among the appropriate college Executive Vice President, the Division Dean, the Department /Discipline, and the affected faculty member.

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(4) Faculty members hired for a specific Department/Discipline shall be assigned in that Department/Discipline except as provided in the Transfer Article of this Agreement.

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(4)(5) Without a faculty member's written consent a minimum of 12 hours shall elapse between the conclusion of the last class an instructor is assigned in one day and the first class he/she is assigned on the following day. If a contract teaching assignment is not available in the day work hours, the faculty member may be assigned classes during the evening hours to complete the full-time teaching assignment. Consent shall be indicated by accepting an offer of assignment.

Comment [MWS2]: Removed reference to part-time faculty; this is for contract assignments.

(5)(6) No faculty member shall be required to exceed any of the following maximums unless the faculty member consents in writing by accepting an offer of assignment:

- a. Number of course preparations - 3
- b. Consecutive lecture hours - 3
- c. Break between classes in a day assignment - 4 hours.

Comment [MWS3]: Removed reference to part-time faculty; this is for contract assignments.

(6)(7) Normally, contract faculty members will be assigned from 7 a.m. to 5 p.m. during a Monday through Friday time span. Faculty members may, with their consent and the approval of the college management, be scheduled for a non-traditional classroom assignment, but, in no case, fewer than four days.

When special conditions exist on a campus, as determined by college management, and it is deemed advantageous to students and the community served, non-traditional assignments shall be appropriate.

Such contract assignments may include, but are not limited to:

- a. A split assignment requiring both day and evening assignments for a full assignment.
- b. Saturday and/or satellite campus assignment as part of a full assignment in off-campus locations.
- c. Innovative "field" courses requiring extended periods with the class at off-campus sites.
- d. A traveling assignment is a contract assignment, which includes more than one site in the District (mileage between work sites to be compensated by the District.)

(7)(8) Part-time faculty members shall be assigned duties and responsibilities in proration of a comparable full-time assignment.

(8)(9) Teaching faculty members shall begin class on time and shall not, without prior authorization, terminate any class before the required time of adjournment.

(9)(10) Substitute responsibilities: Hours of work, other than assigned classroom time, may be used to provide substitute services for a temporarily absent faculty member and shall be paid for at the hourly rate of pay.

(10)(11) If the services of a contract faculty member are terminated, the District shall send written notification to the Federation by certified mail within ten (10) working days.

**5.3 Contract Non-Classroom Faculty**

5.3.A. All contract non-classroom faculty on full assignment shall be assigned 35 hours per week.

- (1) Any regularly scheduled assignment in excess of 35 hours per week shall be compensated at the hourly rate as an hourly assignment.
- (2) Assignments for individual faculty members shall be made by the Dean and be scheduled Monday through Friday only between the hours of 7 a.m. and 5 p.m. When the Dean determines there is a need for scheduled hours after 5 p.m. or on Saturday, assignments may be scheduled for four days per week between the hours of 7 a.m. and 8 p.m. and/or on Saturday between 7 a.m. and 5 p.m., with the agreement of the faculty member and the Dean. Faculty will make every reasonable effort to accommodate the Dean's request and to share responsibility with other members of their department with respect to evening and Saturday assignments.

Scheduling for individual faculty members shall be prepared by the Dean, subject to approval by the ~~appropriate college Executive~~ Vice President. Any conflicts shall be resolved through informal discussions among the ~~appropriate college Executive~~ Vice President, the Dean, the Department Chair, and the affected faculty member. If resolution is not reached, the ~~appropriate college Executive~~ Vice President will determine the faculty's schedule.

- (3) When special conditions exist on a campus, as determined by college management, and it is deemed advantageous to students and the community served, non-traditional assignments shall be appropriate. Such assignments may include, but are not limited to:
  - a. A split assignment requiring both day and evening assignments for a full assignment.
  - b. Saturday and/or satellite campus assignment as part of a full assignment in off-campus locations.
  - c. A traveling assignment which includes more than one site in the District (mileage between work sites to be compensated by the District).

5.3.B. A non-classroom faculty member may be allowed to teach as part of his/her full assignment with permission of the immediate Dean as well as the Dean of the division in which the faculty member will teach. For purposes of computing the clock hours, non-classroom faculty members who teach classes will have class preparation time on the basis of one hour for each hour in class, or as computed for teaching faculty. This section shall not be deemed to apply to teaching of an hourly assignment.

5.3.C. All non-classroom faculty members not on extended contract shall have the same contractual calendar as classroom faculty members except by mutual agreement.

5.3.D. Any non-classroom faculty member on full assignment may request and be assigned up to five hours per week for instruction-related student-support activities. The five hours per week service for instruction-related student-support activities for the academic year shall be submitted in writing to the Dean by December 31 and June 30 for the prior 6 months. Typically such activities may include the following:

- (1) continuing professional development;
- (2) sponsorship and support of student activities;

- ~~(3)~~ participation in budget development ~~and~~
- ~~(3)~~~~(4)~~ employment interviewing procedures;
- ~~(4)~~~~(5)~~ college and district committees;
- ~~(5)~~~~(6)~~ department and division meetings;
- ~~(7)~~ curriculum development or review;
- ~~(6)~~~~(8)~~ program development and ~~oversight~~coordination;
- ~~(7)~~~~(9)~~ articulation and matriculation;
- ~~(8)~~~~(10)~~ writing of grant proposals and research projects;
- ~~(9)~~~~(11)~~ recruitment and high school relations;
- ~~(10)~~~~(12)~~ registration advisement;
- ~~(11)~~~~(13)~~ activities of faculty governance, representation and advocacy;
- ~~(12)~~~~(14)~~ community outreach and interface.

5.3.E **The following applies only to the counseling faculty:**

- (1) Counseling faculty may serve extended day students as part of their normal workload or for hourly assignment pay, with the approval of the supervising Dean.
- (2) Counseling workload shall be subject to the limitations inherent in the nature of counseling, the number of students, the number of available appointment times, and the need for a quality-counseling program. The maximum number of students to counselors under the above criteria may be recommended by affected faculty and shall be subject to reasonable approval of the immediate supervisor.  

It shall be a joint goal of management and the counseling staff to provide one FTE appropriate-credentialed counselor per 550 to 800 graded students on each campus.
- (3) In addition to regular division meetings, each counseling division may schedule one normal contract day per month for in-service training. Each campus will develop the in-service independently to best meet the needs of the counseling faculty.
- (4) A counselor may be scheduled up to six hours per week to coordinate specialized centers and/or program activities where professional expertise is required.
- (5) Each full-time counselor shall receive a minimum of 3 hours per week for the academic year for development projects, professional growth, research, staff development, transfer assistance, articulation, college/high school visitations and other college activities that directly benefit and promote the department/service area and the student. The hours of assigned time may be distributed in any way throughout the semester to average the weekly assigned time.  

The assignment(s)/activity(ies) shall be decided upon after joint consultation between the counselor(s) and the appropriate manager, subject to the approval of the College President or his/her designee. Such approval shall not be unreasonably withheld.

5.4 **Non-Contract Assignments**

5.4.A. **Eligibility**

- (1) **Contract Faculty Members:**

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- a. May teach a maximum of one course (without regard to hours) or six class hours (without regard to the number of courses) per week at the extra hourly rate of pay, except for time required as a substitute.
- b. May work a maximum of six clock hours of a non-classroom assignment per week at the hourly rate of pay, except for time required as a substitute, or in case of emergency, as determined by management. Faculty members receiving stipends or work experience, shall not be considered professional ancillary activities under Education Code section 87482.5 for the purposes of non-contract assignments listed under 5.4.A.(1).a.
- c. The sum of the assignments in (a) and (b) above shall not exceed six hours per week during any one semester except as stated above. Hours worked as a facilitator shall be counted in calculating a contract faculty member's extra-hourly maximum. Hours worked as a Screening Committee Facilitator shall not be counted in calculating a contract faculty member's extra-hourly maximum or a non-contract faculty member's maximum assignment.

(2) **Non-Contract Faculty Members:**

- a. May be assigned a combination of teaching and non-classroom assignments to a maximum of not more than .67 FTE. Hours worked as a Screening Committee Facilitator shall not be counted in calculating a contract faculty member's extra-hourly maximum or a non-contract faculty member's maximum assignment.
- b. Amounts paid as stipends under Section 3.5 of the Agreement shall not be considered in determining whether a faculty member is working .67 FTE under Education Code section 87482.5.
- c. If the services of a non-contract faculty member are terminated, the District shall send written notification, including reasons for the termination, to the faculty member and the Federation by certified mail within ten (10) working days.
- d. The performance of substitute services by members of the Unit shall not be considered as an assignment within the meaning of the Bargaining Agreement, or for the purpose of determining whether an individual is performing .67 FTE within the meaning of Education Code section 87482.5.

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5.4.B DEFINITIONS/APPLICATIONS

(1) **Longevity**

- a. Longevity is defined as total regular 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 sixth (6<sup>th</sup>) semester district-wide

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provided that his/her last evaluation was "Satisfactory" or "Excellent." at each campus/college, and he/she has served a minimum of two 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.
- ie. 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 two "Needs Improvement" and/or "Unsatisfactory." (See Section 12.5.B(2).)

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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 (5<sup>th</sup>) semester provided the performance evaluation rating is "Satisfactory" or better.

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- e-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.

Comment [MWS4]: Impossible to get by second week of spring semester.

- (3) **Pre-Longevity Period:** A non-contract faculty member must complete four (4) semesters over a four-year (4) period of service 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 (2<sup>nd</sup>) 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.

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If a faculty member receives a committee summary/overall performance ratings evaluations in two (2) consecutive regular terms with committee summary/overall performance ratings (on Form C1) of "Unsatisfactory" OR any combination of performance evaluations in three (3) two (2) consecutive regular terms with committee summary/overall performance ratings (on Form C1) of "Needs Improvement" or "Unsatisfactory" his/her PAL will reduce to .2, or not less than one class.

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(5) **Preferred:** A non-contract faculty member evaluated as "Excellent" by a ~~committee summary/overall performance rating~~ majority of his/her ~~evaluation committee~~ 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" ~~by a majority of his/her evaluation committee~~ he/she will be removed from the Preferred List. Faculty members on their college's Preferred List ~~as of July 1, 2007~~ 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.

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(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)

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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 ~~fe~~ e) unless distance education classes are required to provide the previously assigned load (as defined below). In the case of distance education, the ~~D~~Dean and ~~D~~department ~~C~~hair must concur that the non-contract faculty member is sufficiently knowledgeable in the instructional delivery mode to teach the course. If the ~~D~~ean and the ~~D~~epartment ~~C~~hair do not agree as to whether to give a particular assignment to the faculty member, the ~~appropriate~~ ~~appropriate college~~ Vice President will determine the assignment. If a faculty member is dissatisfied with his/her assignment, the ~~appropriate~~ ~~appropriate college~~ Vice President will determine the assignment. (See Appendix I for tiebreakers.)

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- 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.

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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.

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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.

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- (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 ~~Executive appropriate college~~ Vice President will determine assignment. If a faculty member is dissatisfied with his/her assignment, the ~~Executive appropriate college~~ Vice President will determine the assignment.

(3) **Assignment Request Forms and Work Offers**

- a. To receive an assignment for a subsequent semester, a faculty member, retiree, or manager must submit an Assignment Request Form (ARF) for that semester to the Human Resources Department. An ARF may be submitted electronically or as an email attachment to the ARF e-mail address in Human Resources. Return receipt of this e-mail shall be proof of submission.
- b. If requesting assignments in more than one (1) division/college, the faculty member must submit a separate completed ARF for each division/college.
- c. ARFs will be available on-line through the District's Intranet forms listing. Paper copies of ARF's will be available for pick up in the District Human Resources Department and at the Offices of the ~~Executive appropriate college~~ Vice Presidents.
- d. ~~Notices for posting and submitting ARFs will be sent to placed in each faculty member by email 's campus box at the time of posting.~~
- e. Schedule for posting and submitting ARFs:
- 1) For **Fall Semester** Assignment:
    - Post ARFs during the second week of the previous fall semester.
    - Submit completed ARFs at the end of the sixth week of the previous fall semester.
  - 2) For **Spring Semester** Assignment
    - Post ARFs during second week of the previous Spring Semester.
    - Submit completed ARFs at the end of the sixth week of the previous spring semester.
  - 3) For **Summer Intersession** Assignment:

Comment [MWS5]: Staff says this will be more convenient for adjuncts who may not get to the office much for a paper notice. Will also save much staff time.

- Post ARFs during the second week of the previous Fall semester.
  - Submit completed ARFs at the end of the sixth week of the previous Fall semester.
- f. Schedule for issuing work offers:
- 1) For **Fall Semester** Assignment:
    - ~~Issue-Email~~ work offers in April of the previous Spring semester. Faculty must accept or reject return signed work offers in May of the previous Spring semester.
  - 2) For **Spring Semester** Assignment:
    - ~~Issue-Email~~ work offers in October of the previous Fall semester. Faculty must return signed accept or reject work offers in November of the previous Fall semester.
  - 3) For **Summer** Assignment:
    - ~~Issue-Email~~ work offers in March of the previous Spring semester. Faculty must accept or reject return signed work offers in April of the previous Spring semester.

A faculty member who fails to accept return a signed a work offer in accordance with the timeline specified in Section 5.4.C(3) may not be assigned a workload for that specific semester.

**5.5 Class Cancellations**

(4) **(1) Effect of Class Cancellation.** In the event that a faculty member assigned on a non-contract basis has any part of his/her assignment as indicated in his/her offer of employment cancelled during the period between the time when the offer was made and seven (7) calendar days before ~~seven (7) calendar days before~~ the first day of instruction ~~of the instructional calendar/classroom instruction~~ for the Fall, ~~and~~ Spring ~~and Summer~~ terms, the faculty member shall have the right to teach the assignment of the faculty member(s) with the least longevity in the same department/discipline (as defined in the current version of "Minimum Qualifications for Faculty and Administrators in California Community Colleges" and in accordance with 5.4 B(1)a.) (Appendix L) and 6.3 to restore his/her cancelled assignment. ~~For on-ground/face to face courses, the first day of instruction shall mean 12:01am the day of the first scheduled class session of a given course. For Distance Education courses, the first day of instruction shall be the same as on-ground/face to face courses for the purposes of class cancellations.~~

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**Comment [MWS6]:** WE think this is clearer than existing language.

(5) **(2) Loss of Contract Assignment.** In the event that a contract faculty member has any part of his/her contract assignment cancelled, it shall be fully reinstated by assuming the equivalent amount of FTE load of a noncontract faculty member with the least longevity within the discipline grouping. In the event that assuming such FTE of the ~~lowest status~~ least longevity noncontract faculty member presents a time conflict with the remainder of the contract faculty member's assignment or a conflict with federal or state law, the contract faculty member shall assume the necessary FTE of the faculty member with the next appropriate assignment (one which presents no such conflicts) on the

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longevity list in the discipline, or at management's approval, the faculty member shall be allowed to utilize load equalization.

~~(6)(4) A minimum of 25% (or no fewer than three) of non-contract faculty members who apply for a contract position in the District and who meet the qualifications for that position as specified in the job announcement and determined by the Screening Committee shall be interviewed by the Committee.~~

5.65 Summer Intersession Assignments

Summer Intersession assignment is a voluntary, extra or temporary assignment of a qualified faculty member to serve during the authorized Summer Intersession. This assignment is outside of the regular assignment basis and may be authorized only for the period between the last day of the Spring Semester and first day of the next Fall Semester.

5.65.A. All assignments are non-contract in the summer. Based on the assignment considerations listed in Section 5, faculty who submit an ARF within the deadline will be offered up to two classes (or the equivalent hours for non-classroom assignments for non-classroom faculty) in the following priority order:

- (1) Contract faculty in the discipline on the campus
- (1) \_\_\_\_\_
- (2) Non-contract faculty on the preference list in the discipline on the campus
- (2) \_\_\_\_\_
- (3) Other non-contract faculty in the discipline on the campus Other non-contract faculty in the discipline on the campus
- (4) Faculty in the discipline from other campuses
- (5) New hires and management
- (4) ~~New hires and management~~ not currently teaching.

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Comment [MWS7]: Not clear what this phrase means.

Faculty in the first four priority groups will be offered up to two (2) classes each (or the equivalent hours for non-classroom assignments) each. After these assignments have been made, the Dean, after consultation with the appropriate Department Chair, may move to priority group number 5 for further assignments or may elect to assign additional classes in priority order to faculty in groups 1 through 4 before proceeding to group 5. Accordingly, faculty members may be assigned a total of four classes (or the equivalent hours for non-classroom assignments) for the entirety of summer sessions.

Comment [VPK8]: Actually, 5. But MS Word shows it as 1-6 on this leg format version.

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5.7 Absence Reporting

Faculty members will make all reasonable efforts to report absences from any assignment in advance. If possible, day absences will be reported to the immediate supervisor and evening absences shall be reported to the supervisor on duty in the appropriate office. In any case, all absences must be reported within 24 hours of the absence whenever possible.

5.8 Faculty Service Areas (hereafter referred to as "FSA"): An FSA is defined as a service or instructional subject area or group of related services or instructional subject areas performed by faculty and established by a community college district for purposes of termination of services either for a reduction in force (RIF), reduction in student attendance, or reduction or discontinuance of a particular kind of program of study or kind of service.

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ARTICLE 5 Workload and Assignment

No tenured employee may be terminated while any probationary employee or any other employee with less seniority is retained to render a service in a faculty service area in which the records of the District maintained pursuant to this Agreement reflect that the tenured employee possesses the minimum qualifications prescribed by the Board of Governors and is competent to serve under District competency criteria as defined in Section 5.7.A.

~~5.7.A.~~ 5.8.A The list of FSAs in the District shall be the same list as the "Minimum Qualifications for Faculty and Administrators in California Community Colleges" as defined by the Board of Governors. A faculty member will be considered "competent" in an FSA if the faculty member satisfies the state minimum qualifications for hire, including the equivalence provision, or holds the appropriate credential, for the discipline of the FSA.

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If changes in the "Minimum Qualifications for Faculty and Administrators in California Community Colleges" are made by the Board of Governors, such changes shall automatically apply in this District. Should a change in the list affect a faculty member's FSA assignment, adjustments in the assignment will be made utilizing the methods established in this Agreement.

~~5.7.B.~~ 5.8.B An employee may petition for recognition of competence in an FSA by using one of the following procedures. It shall be the responsibility of the employee to provide the District with all records necessary to substantiate the claim-of competence.

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- (1) Petition ~~F~~ for Recognition of Competence in a new FSA by means of minimum qualifications or credential shall be by the following procedure: The employee shall petition the District for such recognition. The District will review and respond within two (2) weeks. ~~Should the District initially deny the petition, said rejection shall be communicated via both VCCCD e-mail and via Certified U.S. Mail with an explanation of why the petition was rejected. Rejection by the District shall not foreclose the faculty member's rights to petition again in the same FSA using the Districtwide equivalency process.~~
- (2) Petition ~~F~~ for Recognition of Competence in an FSA by means of ~~an the Districtwide~~ equivalency process shall be by the following procedure: The employee shall submit a Supplemental Application Equivalency Request Form ~~to the VCCCD Human Resources District, HR and then the District will forward said the request~~ to the appropriate ~~Department/Discipline~~ Equivalency Committee for review. ~~such recognition. Requests made prior to Feb 1 shall be forwarded to Each The appropriate Equivalency Committee~~ ~~Department/Discipline~~ will review submitted requests and determine equivalency status ~~within two (2) weeks~~ by a procedure determined in advance by the ~~Equivalency Committee~~ ~~Department/Discipline~~ in accordance with established District policy/procedure on equivalencies. ~~The Equivalency Committee~~ ~~Department/Discipline~~ will submit to the District ~~VCCCD HR~~ its binding recommendation with an explanation of why the petition was accepted or rejected. ~~Rejection by the Equivalency Committee~~ ~~Department/Discipline~~ shall not foreclose the faculty member's rights to petition again in the same FSA ~~with new information~~.

Comment [MWS9]: What is the meaning? What if after the date? Ignored? Why not forward when received?

Comment [MWS10]: It is impossible to determine a fixed time period for this. We cannot commit academic senates.

Comment [MWS11]: Both MQ and Equivalency determinations are final unless facts change.

~~5.8~~ 7.C. New ~~Contract~~ Faculty: ~~Within 60 days of hire,~~ ~~F~~ the District shall provide each new faculty employee a list of those faculty service areas for which he or she possesses competence as determined by the employee's records on file with the District, ~~within 60 days of hire. This notice shall be both mailed via USPS and sent via District email.~~

5.8.7.D Refusal to grant recognition in a faculty service area is grievable under Article 16, Grievance Procedure.

5.8.7.E. The last day to apply for recognition of a faculty service area for use in a subsequent academic year is February 15th of that the prior academic year.

#### 5.9.8 Non Contract Office Hours

5.8.A ~~5.9.A~~ Non contract faculty assigned to teaching duties with .40-.20 FTE or more of a full-time load shall be compensated for one (1) office hour per week per semester per class per .2 load up to a maximum of three (3) hours per semester. Compensation shall be at the appropriate noncontract faculty hourly rate (See Table 3.4.B). Non-contract faculty may perform their student advisement hour(s) via internet faculty teaching Distance Education Courses online shall be compensated for one (1) office hour (which may be conducted online) per semester per .2 load up to a maximum of three (3) hours per semester may conduct one (1) office hour online for each .20 teaching load. Contract faculty teaching extra hourly or overload assignments shall not be eligible for non-contract office hours.

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All non contract faculty receiving such compensation shall inform his or her students of the time and place of the office hours by including the schedule in the syllabus for each class that is a part of the faculty member's assignment. Upon request from the Department Chair or supervising administrator, the faculty member shall also furnish that person with a copy of the schedule. The above shall be in compliance with Education Code Sec. 87880 – 87885, et. seq.

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5.9.B Amounts paid under 5.9.8.A of the Agreement shall not be considered in determining whether a faculty member is working .67 FTE of the hours per week considered to be a full-time assignment under Education Code Section 87482.5 or under section 5.4.A(2) of the Agreement.

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#### 5.10 Non Contract Faculty Applying for Contract Positions

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6 A minimum of 25% (or no fewer than three) of non-contract faculty members who apply for a contract position in the District and who meet the qualifications for that position as specified in the job announcement and determined by the Screening Committee shall be interviewed by the Committee.

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