

ACE PROPOSAL—October 10, 2006

ARTICLE 100 Employment Associate Faculty

- 100.1 Effective Spring 2004, associate faculty members shall maintain their current earned step on the associate faculty salary ~~scale~~ **schedule** upon returning to the District from any interruption in employment.
- 100.2 Associate member's load shall not exceed sixty percent (60%) of a full-time assignment at any time. There is no District policy or practice which either requires or requests that associate faculty participate in activities beyond their scheduled teaching assignments and participation in Flex Day events which are required by the Academic Calendar and are part of the regular teaching compensation. This includes attendance at meetings, curriculum development, conference attendance, or any other voluntary activities. The accepted district policy is to maintain all associate assignments at 60% or less.
- Associate members are designated by law as temporary employees. Members formerly teaching with a limited services credential are restricted to a maximum of forty percent (40%) of full-time load during any time.
- 100.3** Associate assignments ~~will~~ **shall** be made **in compliance with 19.7.1.** ~~available after contract, regular, underload, emeritus, and categorical assignments have been made. (See Article 19)~~
- ~~100.1.2 Consideration of current associate members need not be given for courses outside the member's discipline or to effect an increase in teaching load.~~
- 100.4 An associate member's contract may be amended or canceled under the following conditions:
- A. Inadequate class enrollment
 - B. To fulfill the load requirement of a full-time member
 - C. Budget constraints
 - D. *Unsatisfactory performance*-Unlawful behavior or misconduct**
 - E. Other items reflected on the temporary contract that are required by law**
- 100.5 If a class is canceled after the beginning of the semester, but prior to the completion of the first class session, the associate member shall be paid for the entire first class meeting (~~not to exceed 3 hours~~). If a class meets more than one time, the associate member shall be paid for the actual hours the class had met prior to cancellation.
- 100.6 The decision to replace an associate member with a regular/contract member to ~~bring~~ **allow** the regular/contract member to maintain a full load shall be made by the ~~dean/~~ division chair no later than two (2) weeks after the first scheduled class meeting.

- 100.7 Associate members are responsible for keeping office hours for each class taught. Office hours shall be ~~one-half (.5) hours for each three (3) unit course~~ or a minimum of .5 hours for each class taught.
- 100.8 The primary consideration for assignment of classes for associate members ~~will~~ **shall** be determined by available department offerings and review of the following criteria:
- A. Minimum qualifications
 - B. Education
 - C. Continuing education
 - D. Scope and recency of experience
 - E. Peer and student evaluations
 - F. Instructor availability
 - G. Diversity
 - H. Maintenance of currency in area or subject(s) taught
 - I. Previous assignments within the department

In addition to considering criteria A through I, the Department Chair shall also consider criteria J and K below for the purposes of making assignments to those members with re-employment preference. Re-employment preference does not reach across disciplines or colleges.

- J. Semester or term of first department assignment**
- K. History of assignment load within a department**

An assignment is offered to an associate member only upon mailing of a contract (Associate contract) to the member's last known address as it appears in his or her ~~on~~ **on campus official** personnel file. When possible, the contract shall be mailed at least 30 days before the beginning of the semester.

If a member's assignment is changed or altered before the beginning of the semester, a notification in writing of the proposed change shall be sent by the ~~dean/~~ Division Chair to the member within five working days of the date the decision is made.

100.9 Re-Employment Preference

100.9.1 Granting Re-Employment Preference

An associate member ~~may~~ **shall** be granted re-employment preference, provided all of the provisions of this article are met and provided that any assignment of an associate member meets the provisions of article 100.8.

To be considered for re-employment preference, an associate member must have successfully served for six semesters within a period of five years, excluding summer **or wintersession** service. In order to be granted re-employment preference, the associate member must be evaluated three times during the period of six semesters; during the first (or second), third (or fourth) and fifth (or sixth) semesters he/she receives an assignment. The alternate choices of semesters are to allow for ease of implementation and correction of inadvertent errors in scheduling of evaluations. **The evaluation process is outlined in Article 112.** An associate member ~~may~~ **shall** be granted Re-Employment Preference

when three consecutive evaluations indicate satisfactory performance **as confirmed by the Vice President of Instruction. ~~Concurrence of the division chair and college president or designee is required before an associate member is granted re-employment preference.~~**

Effective January 1, 2007, if an associate faculty member has not been evaluated three times within the six semesters the member has already taught as required by this article, the associate member may request assistance from an ACE Grievance Officer to address the lack of evaluations. Upon recommendation by the ACE Grievance Officer in consultation with the Vice President of Instruction, the ACE Council, in conjunction with the Division Chair Council shall ensure that an evaluation is conducted no later than the next semester that the associate faculty member teaches. If that evaluation is satisfactory, the associate member shall be granted reemployment preference.

100.9.2 Application of Re-Employment Preference

Once an associate member has been granted re-employment preference he/she shall have preference for part-time assignments **under the criteria** ~~for which he/she is fully qualified and which meets the standards outlined in section 100.8.~~

Assignment of associate members shall always be secondary to the assignment of a contract, regular, or emeritus member to an assignment as part of his/her load.

Where more than one associate member has re-employment preference and is fully qualified to teach a course, the division or department chair shall make the assignment based on the needs of the department/division and the criteria in 100.8.

Once re-employment preference has been granted, ongoing evaluation of performance shall then occur **every six (6) semesters** in accordance with the provisions of Article 112.

100.9.3 Loss of Re-Employment Preference

Associate faculty shall not lose re-employment preferences they have established if they are laid off or not re-employed as a result of a reduction in force or reduction from increased efficiency or District fiscal limitations.

An associate member shall retain re-employment preference as long as he/she continues to satisfactorily perform his/her responsibilities and continues to receive regular assignments.

Re-employment preference ~~will~~ **shall** be withdrawn if an appraisal of the associate member's performance is "needs to improve". ~~or if investigation of student complaints or surveys substantiates performance problems.~~

~~Re-employment preference will~~ **shall** be withdrawn if the associate member does not receive an assignment of at least one course over a period of six semester.

Re-employment preference ~~will~~ **shall** be withdrawn if the associate member refuses an assignment twice during four calendar years, unless the assignment is refused because of compelling personal reasons (such as pregnancy, the birth of a child, a serious illness, etc.) The acceptance of another work assignment shall not constitute a compelling personal reason.

100.9.4 Resolution of Disputes

~~Any disputes regarding implementation of this section shall be referred to the ACE conciliation grievance process. The final decision regarding resolution of any disputes remaining unresolved by the conciliation grievance process regarding this section shall be made by the appropriate administrator. Provisions of this section (100.7) shall not be subject to the grievance procedure.~~ **No grievance may be filed or processed in regard to section 100.9 other than the failure to follow established processes.**

100.10 Summer School and Wintersession Assignments

New associate members or those members in satisfactory status may elect, with the approval of the ~~Dean~~ **Division Chair**, to teach summer school or wintersession classes. Regular and contract members in satisfactory status shall be given preference over Associate members in the assignment of summer or wintersession classes in their department.

Summer and wintersession teaching assignments are made by the Department in consultation with the Division Chair and with the consent of the member. The maximum summer load ~~will~~ **shall** be a total of .600 for any combination of courses or sessions. **The maximum wintersession load for all faculty shall be a total of .400 .600 for any combination of courses or sessions.** No exceptions to these load limitations shall be made. ~~No exceptions will be made.~~

All associate faculty assignments are subject to approval of the appropriate Vice President.

100.11 Contract/Tenure Track Employment Opportunity

This section shall reopen once the District completes and the State Chancellor's office approves a new Equal Employment Opportunity Plan.

District

ACE

Date

Date