

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**EL CAMINO COMMUNITY COLLEGE DISTRICT**  
**AND**  
**EL CAMINO COLLEGE FEDERATION OF TEACHERS,**  
**LOCAL 1388, AFT, AFL-CIO**

This Memorandum of Understanding ("MOU") is entered into between the El Camino Community College District ("District") and the El Camino College Federation of Teachers, Local 1388, AFT, AFL-CIO ("Federation") regarding the terms of reemployment preference for part-time faculty members. This MOU is intended to implement the provisions of Education Code section 87482.3, and is mutually agreed upon as follows:

1. Commencing with the Fall 2017 semester, a part-time temporary faculty member who has been employed by the El Camino College District for at least 10 semesters during the previous 10 years to teach at least one course (or the equivalent for non-teaching faculty) and has received 2 overall satisfactory evaluations during that time shall be placed on a list of faculty having reemployment preference.
2. Part-time faculty members are hired on a semester or hourly basis for up to a maximum of 67% of a full-time assignment.
3. Part-time faculty members will be evaluated in accordance with the attached evaluation procedures, Article 20, Section 3, Part-Time Faculty Member Evaluation Process, Attachment A. (Note: these evaluation procedures were TA'd on November 18, 2016.)
4. The reemployment preference for part-time faculty members shall be recorded on the "Reemployment Preference List" maintained by each academic division. The "Reemployment Preference List" will specify the discipline, course(s), or assignment(s) determined by the Dean at the initial time of hire and maintained on file in the division office. Additional disciplines, course(s), or assignment(s) for part-time employees may be added by the Dean based upon the expertise of the part-time faculty member.
  - 4.1. Part-time faculty members who are on the list for reemployment preference will be offered assignments before those part-time temporary faculty members who have not yet qualified to be on the list. In the event that a full-time faculty member must displace a part-time faculty member, the full-time member shall be offered an assignment that was given to a part-time faculty member not on the reemployment preference list, if possible.
  - 4.2. If an assignment is canceled, the Dean or Director is encouraged to use good faith in seeking another suitable assignment based on the faculty member's availability, willingness, and expertise, but if no such assignment is available, the faculty member will remain on the reemployment list.

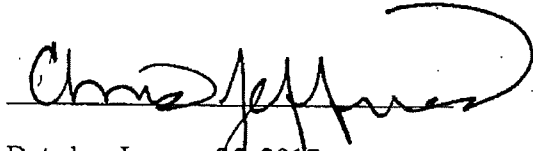
- 4.3. If there are more part-time faculty members with reemployment preference than there are available assignments, the available assignments shall be offered to those part-time faculty members who have the expertise for that assignment as determined by the Dean or Director.
- 4.4. Nothing in this MOU shall be construed to alter existing practice with respect to first setting priority of overload for tenured/tenure-track faculty members.
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 "Reemployment Preference List."
6. Part-time faculty members will be removed from the "Reemployment Preference List" for any of the following reasons:
  - 6.1. Declining 3 offers of employment.
  - 6.2. Advising the division in writing of their no longer being available for part-time employment.
  - 6.3. Receiving an overall "unsatisfactory" evaluation or more than one overall "needs to improve" evaluation.
  - 6.4. Committing an act or omission that is grounds for terminating a full-time employee.
7. A part-time faculty member who is being removed from the Reemployment Preference List will be notified in writing by the Dean or Director and may request a conference with the Dean and/or appropriate Vice-President, and may be accompanied by a representative of the Federation.
8. 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.
9. 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 appeal or to any available grievance procedure provided in the Collective Bargaining Agreement between the El Camino College Federation of Teachers and the El Camino Community College District.

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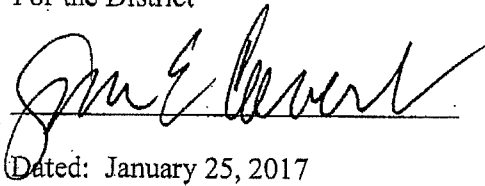
10. The term of this MOU shall be from July 1, 2017, until June 30, 2020. This MOU will be subject to amendment in Spring 2020, or at such time as mutually agreed to between the District and the Federation.

For the Federation

A handwritten signature in black ink, appearing to read "Chris Jefferson", written over a horizontal line.

Dated: January 27, 2017

For the District

A handwritten signature in black ink, appearing to read "Jim E. Bennett", written over a horizontal line.

Dated: January 25, 2017