

## ARTICLE 8 - HOURS AND WORKING CONDITIONS

### Section 1. Days of Service In An Academic Year

Faculty Members who are employed on an academic year basis shall be required to perform professional services for the District each academic year for 175 days. The assignment of the days of service for each academic year of the District shall be determined by the school calendar adopted by the District. *NOTE: The District is operating on a compressed 16-week calendar. This is the District's response to the Federation's proposal.*

### Section 2. Weekly Hours Of Service - Instructors

Instructors are employed for a basic work week of forty (40) hours to be comprised of (1) lecture hours or their equivalent as set forth in Section 5 of this Article; (2) office hours as set forth in Section 3 of this Article; (3) unscheduled teaching-related hours; (4) scheduled department/division meetings; (5) college meetings where attendance for all Full-Time Faculty Members is mandatory except when the Faculty Member receives prior approval from the Dean to be absent from the scheduled meeting; and (6) other professional responsibilities to the Faculty Member's discipline and to the institution *including meeting in-person Monday through Friday following reasonable notice*. Each Instructor shall have office or otherwise scheduled on campus hours of a minimum of two (2) hours per day, three (3) days per week, Monday through Friday. If, however, an Instructor is assigned Saturday classes as part of a normal teaching load, that Instructor shall be entitled to at least one (1) day free of assignment during the Monday through Friday school week. Each Instructor is responsible for holding all scheduled class meetings and office hours through the term.

As to District-wide committees whose members represent a particular Division (e.g. Academic Senate, Curriculum Committee, etc.) each Division shall determine a mechanism for nominating and selecting faculty on an equitable basis to fill all such committee positions, which mechanism must be consistent with the rules for nomination/selection of the particular committee. In the event the selected mechanism fails to produce a nominee or assignee, the dean and the senior representative of the Academic Senate from the Division shall select the nominee(s) and/or assignee(s).

### Section 3. Instructor Office Hours

Office hours are to be scheduled to meet the needs of students and the needs of the educational program of the College.

(a) ~~Each Full-Time Instructor shall maintain up to five (5) office hours per week prorated to the Instructor's contractual teaching load rounded up to the nearest hour. Each Full-Time Instructor shall maintain an office time schedule of at least three (3) hours per week on campus, or at a designated workplace that is mutually agreeable to the Faculty Member and **their** ~~his/her~~ Dean, for the purpose of consulting with students. One (1) office hour each week shall be scheduled for each twenty percent (20%) of lecture load, or major portion thereof, to a maximum requirement of five (5) office hours per week.~~

(b) Office hours in support of online lecture courses may be held in the Faculty Member's office, online, or a location mutually agreed to by the Faculty Member and their Dean. Full-Time Faculty Members will be encouraged to hold at least one (1) office hour online. Faculty members teaching two (2) or more distance education courses (online, hybrid, etc.) shall hold at least one and no more than two office hours online.

~~(c) Faculty Members with an office hour obligation greater than three (3) hours per week must hold those office hours on no fewer than three (3) days per week.~~

(d) Each scheduled period of office time shall be no less than thirty (30) minutes in duration. At the beginning of each semester, the Instructor shall prepare and submit a proposed schedule of office hours to the Dean of the division for approval. Such approval shall not be unreasonably withheld. The Dean will maintain a list of the approved office hours scheduled in the division, and the Instructor shall post the approved office hours on the Instructor's office door.

(e) A Dean and an Instructor may agree to substitute additional laboratory hours, learning center hours, or other approved activity hours in lieu of office hours and such hours shall not be credited to the Instructor's teaching load.

(f) For winter or summer session assignments, all Instructors (full time and part time) who have an assignment of ten (10) or more hours per week (six or eight week session), or twelve (12) or more hours per week (five or seven week session), will maintain two (2) office hours per week. Instructors with a load of less than these hourly limits will maintain one (1) office hour each week. For each Distance Education course taught during the winter or summer

**NOTE:**  
Office  
hours  
provided  
for in  
Section 2,  
paragraph 1

**NOTE re:**  
(g): District  
has an interest  
in working on  
this but due to  
significant  
cost, it needs  
to be  
discussed as  
part of the  
compensation  
discussion.

session, the Instructor will maintain one (1) scheduled office hour online, exclusive of class meetings and examinations.

(g) Part-time faculty may offer up to 2 hours per semester of office hours with the goal of providing focused attention and additional learning support for students, but especially for racially minoritized students, to improve academic success. Office hours shall be payable at the appropriate column of Appendix D-1, Lecture, Step 1 rate. Part-time faculty office hours shall not be computed as part of the teaching load.

#### Section 4. Instructional Objectives

In the interest of continuing to provide quality education, this Agreement contemplates an instructional program which will be designed to achieve an average weekly student contact per Full-Time Instructor equivalent at the first census count each semester of 596 hours for a 16 week term. The program design anticipates the implementation of innovative approaches to instruction, such as open laboratories, individualized instruction, team teaching, differentiated class sizes, and the use of support personnel to assist Faculty Members engaged in special programs. It also entails experimental classes devised by the Division Load Committees established pursuant to Section 7 of this Article. Division Load Committees shall study the effects of class size variations upon educational effectiveness and include such analysis in a Committee report to the Division faculty.

#### Section 5. Instructor Teaching Load

(a) The normal teaching load for full-time Instructors will be calculated on a full-load equivalency, (based on the El Camino College traditional eighteen week semester) which shall be fifteen (15) lecture hours or “extensive laboratory” hours subject to the recommendation of the Lab/Lecture Parity Committee. Any laboratory hour not defined as an “extensive laboratory” hour will continue to be compensated at 75% of the lecture hour rate.

(b) Extensive Laboratory Definitions

(i) An extensive laboratory course is a course in which laboratory components require extensive work before, after, and/or during the lab, and are equivalent to workload efforts in a lecture course.

(ii) Laboratory classes are established as “extensive laboratory” through the application and approval processes outlined in Section 6(c)-(g).

(iii) An extensive laboratory hour shall be calculated at 100% of a lecture hour. This replaces and supersedes all other parts of this agreement mentioning laboratories, including but not limited to:

- (1) Article 3.11(d) (Reassigned Time for Negotiations)
- (2) Article 10.8(a)&(c) (Summer and Winter Pay)
- (3) Article 10.9(c) (Part-Time Laboratory Stipend Pay)
- (4) Article 19.5 (Part-Time Retirement)
- (5) Appendix B (Teaching Load & Overload)
- (6) Appendix D-1 (Part-Time Faculty Salary Schedule)
- (7) Appendix D-3, Rate II (Special Rates of Pay)

(c) Lab/Lecture Parity Committee (LPC) Purpose

The District and ECCFT agree to form a new joint District/Senate committee, the Lab/Lecture Parity Committee (LPC), by the beginning of Fall 2020 for the purpose of identifying laboratory work that counts as “extensive laboratory” hours. By the beginning of Fall 2020, the LPC will inform the campus community of its scope and function and invite departments with laboratory assignments to prepare applications and supporting documents that seek to apply for “extensive laboratory” status. Those departments that wish to apply will have until October 15 to submit applications and supporting documents to the co-chairs of the LPC. The purpose of the LPC is to:

- (1) uphold criteria and guidelines used to identify “extensive laboratory” courses that qualify under this article;
  - (2) review applications from departments seeking “extensive laboratory” designation for specific courses;
  - (3) evaluate applications based on the criteria developed in Appendix O;  
approve applications that qualify for “extensive laboratory” compensation based on consensus. In the absence of consensus, a majority vote will prevail. A tie vote will result in approval of “extensive laboratory” status.
- (d) Composition of the Lab/Lecture Parity Committee

The LPC shall consist of the following members. Each member shall serve a two-year appointment with a break of service for at least two years before reappointment so that there will be a rotation of committee members:

- (1) A faculty representative from each of the eight instructional divisions appointed by the Academic Senate. Of the eight faculty members appointed, five shall have taught at least one course with a laboratory component within the academic year immediately prior to their appointment to the LPC. No two faculty members appointed by the Academic Senate shall have their primary teaching responsibilities within the same Division.
- (2) A management representative from five of the eight academic instructional divisions shall be appointed by the Vice President of Academic Affairs.
- (3) The LPC shall be co-chaired by two representatives, one chosen by the faculty representatives and the other chosen by the management representatives on the committee.

(e) LPC Review Process and Parity Implementation

(1) The LPC will meet and review applications and supporting documents during the fall semester. To determine “extensive laboratory” status, the LPC will review applications for coursework in which laboratory components require extensive work before, after, and/or during the lab, and are equivalent to workload efforts in a lecture course. The teaching of concepts should be a primary function.

(2) By December 1, final recommendations for “extensive lab” status shall be completed and forwarded to the Vice President of Academic Affairs for final approval. All decisions by the Vice President of Academic Affairs will be made by ~~January 5~~ the first week of the Spring semester and are final. The Vice President of Academic Affairs may deny an application approved by the LPC only upon determining that the application does not demonstrate the course to be equivalent in workload to a lecture course. The Vice President of Academic Affairs will provide written explanation as to why equivalent workload has not been demonstrated.

(3) Negotiations will ~~then~~ commence ~~promptly~~ between the Federation and the District no later than March 15 during the following Spring semester. Each negotiation team will have 3 representatives who will participate in all of the negotiation sessions. The first order of priority will be for the negotiators to determine the cost for implementing the decisions by the Vice

President of Academic Affairs. Negotiations will also include consideration of the State of California's funding of the general fund budget and the timing and the impact of implementing lab parity on the District's budget.

(4) Upon completing negotiations, approved applications shall have revised assignment contracts denoting lab parity and its equivalent compensation in effect. An "extensive laboratory hour" shall be calculated at 100% of a lecture hour. Once a course is designated an "extensive lab," all other Articles and Appendices of this agreement mentioning "laboratories" shall be calculated at the lecture rate.

(5) Implementation of approved "extensive laboratory" classes shall occur no later than the start of the fall semester following the conclusion of negotiations outlined in (3) and (4) above provided that negotiations conclude by **February May** 15. Otherwise implementation of **approved extensive laboratory classes** shall occur commencing the following spring semester.

#### Section 6. College Load Review Committee

The College Load Review Committee (**CLRC**) shall be composed of the Vice President - Academic Affairs, who is designated as chairperson of the Committee, the Vice President - Administrative Services, or a person designated by the Vice President - Administrative Services, a Dean of Instruction appointed by the President of the College, and three (3) Faculty Members, each from a different division not represented by a Dean of Instruction appointed to the Committee, appointed by the President of the Federation. The Committee members shall serve for the term of this Agreement. This Committee shall be responsible for:

- (a) Monitoring the Teaching Load Policy set forth in Appendix B of this Agreement;
- (b) Making recommendations to the District and the Federation for amending such policy;
- (c) Approving or disapproving, after review, of requests for innovative instructional practices, including those which would assist in the attainment of the instruction objectives set forth in Section 4 of this Article;

~~(d) Setting such average weekly student contact hours (WSCH) per full-time equivalent objectives for each instructional division as are deemed necessary to attain the objectives set forth in Section 4 of this Article. In the event the Committee is unable to set such objectives, by majority vote, the Vice President - Academic Affairs will set such divisional~~

~~objectives, provided that the Vice President - Academic Affairs does not take such action more than thirty (30) days prior to the establishment of the class schedule.~~

#### Section 7. Division Load Committee

(a) Within each instructional division, a Division Load Committee shall be established, composed of the Dean of the Division, who is designated as chairperson, and three (3) to five (5) Faculty Members. **The committee shall include one of which shall be** the Division AFT Representative, one (1) **faculty appointee appointed selected** by the Dean, and the remainder elected by the full-time Faculty Members of the Division. The election shall be conducted by the Federation representative of the Division. If none is seated, the Federation will appoint an alternate faculty member from the division to conduct the election. The Division Faculty may recommend in plenary session (Division Meeting) any increase in membership numbers that will ensure effective representation on the Committee. The Division Dean and division Federation representative must approve any recommended variation.

(b) Each Division Load Committee will recommend class sizes for all classes. ~~The committee shall use the course size maxima change process described below in Section 8.~~

(c) Each Division Load Committee will examine any cases within its jurisdiction involving Instructors who teach a class in which, during each meeting: (i) two or more courses are taught by the same Instructor, and (ii) for each course substantially different subject matter is presented which requires separate preparations. The Division Load Committee may recommend additional load credit in these instances beyond the load credit previously allowed. Such an action by the Division Load Committee is subject to the approval of the College Load Review Committee and negotiation with the Federation. The District will notify the Federation of decisions made by the College Load Review Committee in these cases and enter into negotiations with the Federation as applicable.

~~(d) The Division Load Committee will otherwise plan the instructional program of the division in such a manner that it may achieve the average WSCH divisional objective established by the College Load Review Committee. In the event the Committee is unable by a majority vote to agree on the plan to reach the division objective, the Dean will devise such a plan in consultation with the Committee, provided that the Dean will not take such action more than fifteen (15) days prior to the establishment of a semester's class schedule. The Division~~

~~plan will be forwarded to the Vice President - Academic Affairs. If the Vice President - Academic Affairs determines that a plan is unlikely to achieve the division objective, the College Load Review Committee will be convened to revise the plan.~~

(e) (d) The College Load Committee shall meet at least once each year and shall set a minimum number of meetings and the deadlines for such meetings for the Division Load Committees.

### Section 8. Course Size Maxima Change Process

The District and Federation recognize that course size maxima impacts working conditions, student learning, District funding based on state apportionment, and other academic and professional matters. Article 8, Section 4 (Instructional Objectives) establishes 596 Weekly Student Contact Hours (WSCH) per Full-Time Equivalent Faculty (FTEF) as the baseline effectiveness for the instructional program within the District which translates into an average enrollment of 35 students per course section. The Federation and District agree to comprehensively review all course caps on a 5-year cycle beginning in 2023-2024. This comprehensive review will be conducted by an Expanded College Load Review Committee (ECLRC).

- a. Membership of the ECLRC shall include all members of the College Load Review Committee, each Division Dean not already represented on the ECLRC or designee, one faculty representative from each division not already represented on the ECLRC, the Academic Senate President or designee, the Federation President or designee, and the Vice President of Academic Affairs. The ECLRC will be co-chaired by the Vice President of Academic Affairs, the Academic Senate President (or designee), and the Federation President (or designee).
- b. The charge of the ECLRC is to comprehensively review course size maxima across the college and make recommendations for changes (increases, decreases, or no change) for all disciplines at the College based on the following criteria:
  - i. Impact on student success, retention, and equity based on current available data and published literature on these topics for each discipline.
  - ii. Comparable course loads and class size maxima within the District, data from California Community Colleges across Los Angeles County, data from colleges



- beyond Los Angeles County where available, and other relevant bases for comparison (university class sizes, etc.)
  - iii. Issues related to safety, equipment, classroom, external accrediting agency requirements, or other regulatory requirements.
  - iv. Method of delivery (lecture, lab, lecture/lab, distance education).
  - v. Impact of changes to and from SLOs, PLOs, and discipline/field.
  - vi. Required workload (writing requirements, accreditation, etc.)
  - vii. The District's enrollment goals, an average of 35 students per class, across all course sections in order to maintain an effective instructional program and fiscal stability.
  - viii. Facilities and classroom space availability.
- c. The co-chairs of the ECLRC will inform faculty of the committee's scope and function by the end of the 2<sup>nd</sup> week of instruction in the fall semester, including the Course Size Maxima Change Form in Appendix N for individual disciplines to submit requests for changes. The committee will begin meeting during the first week of October, meet at least once per month, and make a recommendation to the College President on new course size maximum by the Friday of the 2<sup>nd</sup> week of the following spring semester. The College President will review the recommendation and render a decision within 15 work days. The College President's decision shall be final with no further opportunities to appeal.
- d. Individual disciplines/departments/programs may submit requests to the ECLRC for specific consideration for changes to course size maxima. The deadline for submission will be the first Friday in October each year the ECLRC convenes to review course size maxima. The application will be sent to the Division Load Committee and reviewed based on the criteria included in Article 8, Section 8, b., i-viii. The Division Load Committee will review the applications and if recommended for approval, the list of recommendations along with the original applications will be sent to ECLRC by the first Monday in November. The Division Load Committee co-chairs will inform all applicants of the application result at the conclusion of this step in the process. For those applications that are rejected, the co-chairs will write a brief explanation to the discipline/department/program.

- e. Approved course size maxima changes made by March 30<sup>th</sup> of each academic year will go into effect for the following fall semester when practical.
- f. New courses submitted through the District curriculum review process will establish a course size maximum that will appear on the College Curriculum Committee New Course Form. This course size maximum is set in consultation between the relevant Division Dean and the discipline/department/program submitting the course using the following criteria and process:
  - i. Comparable Course(s) within the discipline/department/program with the agreement of the Division Dean, the course size maximum for a new course may be set based on comparable courses within the discipline/department/program. Comparable courses are assessed based on course content, course level, accreditation/regulatory standards, learning outcomes, safety/equipment requirements, or workload requirements. If agreement cannot be reached, then a written course size maximum request will be sent to the Division Load Committee for discussion and recommendation based on the factors included in this section. The Division Load Committee will make a written recommendation to the Vice President of Academic Affairs within 20 work days of receipt of a course size maximum request for a new course. The Vice President of Academic Affairs will render a decision within 10 work days. The Vice President's determination will be final and no additional appeals will be possible.
  - ii. Courses Without Comparable Course(s)  
For new courses without comparable courses within the discipline/department/program, the course cap will be set based on review of comparable courses across the District, example comparable courses from other California Community Colleges within Los Angeles County, and the criteria as outlined in Article 8, Section 8, f., i. above. In cases where the courses are novel, then the discipline/department/program will submit a course size maximum request to the Division Load Committee for discussion and recommendation based on the factors included in this section. The Division Load Committee will make a written recommendation to the Vice President of Academic Affairs within 20 work days of receipt of a course size maximum request for a new course. The

Vice President of Academic Affairs will render a decision within 10 work days. The Vice President's determination will be final and no additional appeals will be possible.

- iii. Emergency requests for course size maxima changes may be made in years that the ECLRC does not meet. Such requests must be based on safety requirements, third party accreditation requirements, new regulatory requirements, or unforeseen changes to instructional space. Emergency course size maxima changes are submitted to the relevant Division Dean on the Course Size Maxima Change Form in Appendix N along with documentation detailing the need for the emergency change by the Friday of the 6<sup>th</sup> week of instruction of the preceding primary term the new course size maxima are to take effect. The Division Dean will review the request and render a decision on the new course size maximum within 10 work days. If the request is denied, the emergency request may be sent to the Division Load Committee for review. This review will be based on the specified emergency criteria along with the regular criteria in Article 8, Section 8, b., i-viii. Recommendations for approval from the Division Load Committee will be sent to the Vice President of Academic Affairs no later than the Friday or the 12<sup>th</sup> week of instruction. The Vice President of Academic Affairs will review emergency requests for course size maxima change and render a decision to the discipline/department/program within 10 work days. The decision of the Vice President of Academic Affairs is final and no additional appeals will be possible.
- g. An updated list of course maxima for all courses will be maintained by the Office of the Vice President of Academic Affairs. This list will be updated as course size maxima are changed as a result of the process outlined above, and posted to the El Camino College Academic Affairs webpage.

#### Section 8 9. Teaching Schedules

The schedule of classes for each semester shall be planned to accommodate the needs of students and to utilize classroom facilities efficiently. Before teaching schedules are assigned, **Deans shall provide** each Instructor ~~shall be provided~~ **with a standardized written form** within their division or program ~~an opportunity to~~ **on which Instructors will** present in writing

the Instructor's schedule preferences with regard to courses to be taught, day and evening classes (with a minimization of time period between the Instructor's first and last class each day and maximization of the time period between the end of the Instructor's last class one day and the beginning of the Instructor's first class the following day), off-campus classes, number of different course preparations, maximum consecutive hours of lecture/laboratory hours, the desire for overload, and **modality room** preferences. The Dean shall take under consideration the Instructor's preferences in making class assignments and shall not arbitrarily disregard such preferences. An Instructor shall not be assigned an overload without the Instructor's consent, except as required by the balancing provisions of the Teaching Load, Appendix B. An Instructor shall not be assigned Saturday classes or an assignment for substitute teaching without the Instructor's consent unless there is no other qualified Faculty Member available for such assignment. If an Instructor must be assigned, without the Instructor's consent, to Saturday classes, the Instructor shall not be assigned duties on Mondays, provided the Instructor is not teaching a voluntary overload assignment. Those Faculty Members whose loads are split between two or more Divisions shall not arbitrarily have the ratio of their load changed. The Dean or Deans shall take into consideration the Faculty Member's preference in establishing loads and shall not arbitrarily disregard such preferences. There shall be no transfer of Faculty Members from one Division to another without prior consultation with the Faculty Member.

#### Section 9 10. Classroom And Worksite Management

All instructors shall submit copies of their course syllabi, **preferably** in electronic format, to their respective Division Offices before the end of the second week of instruction.

The District shall not, without reasonable cause, preempt the authority of the Faculty Member:

- (a) to determine methods of assessing student performance;
- (b) to assign grades to students;
- (c) to drop students from the class for excessive absences;
- (d) to recommend expulsion of students for reasonable cause in accordance with Board Policy;
- (e) to utilize appropriate student assignments;
- (f) to utilize appropriate instructional materials, techniques, and aides;

(g) in the case of an Instructor, to remove a student from his or her class for the day of the removal and the next class meeting, pursuant to Board Policy and Education Code Section 76032.

(h) in the case of a non-Instructional Faculty Member, to remove a student from his or her worksite for the day of the removal and the next school day, pursuant to principles of good management, safety and security.

(i) to give verbal or written notice to a student that continuation or repetition of specific conduct which is in violation of Board Policy may be cause for disciplinary action. In addition, any Faculty Member may make the following recommendations for disciplinary action to the Dean in his/her Division:

- (1) Formal written reprimand
- (2) Restitution
- (3) Disciplinary probation
- (4) Suspension.

Nothing in this Section shall preclude evaluation panels from reviewing the above items in evaluating the Faculty Member's performance.

#### Section ~~10~~ 11. Athletic Coaches Reassignment

A Full-Time Faculty Member who has an athletic coaching assignment may request to be released from such assignment. Such request shall be submitted in writing to the Dean of Health Science and Athletics who shall **meet with the Athletic Director and then** promptly forward the request with **their** a recommendation to the Vice President - Academic Affairs, who shall meet with the Dean, **Athletic Director**, and the Athletic Coach requesting such release. Upon review of all the circumstances, the Vice President - Academic Affairs, shall grant or deny the request in writing. A Faculty Member **with less than twelve (12) consecutive years in a partial or full coaching assignment** ~~initially employed after July 1, 1990, with~~ who requests release from **their** ~~his/her~~ coaching assignment ~~and such request is~~ may be granted a release from ~~their coaching assignment~~ by the District and will be guaranteed a minimum load of seventy percent (70%) per semester ~~so long as such load will not cause the layoff or reduction of load of another faculty member~~. After **a minimum of** twelve (12) consecutive years in the coaching assignment, the Faculty Member who requests and is granted a release from **their**

~~his/her~~ coaching assignment will be guaranteed a **minimum load of 70% per semester** ~~full load~~ so long as such ~~full~~ load will not cause the layoff **or reduction of load** of another Full-Time Faculty Member.

#### Section ~~11~~ 12. Voluntary Assignments

Assignments to student-teaching supervision and teaching students enrolled in independent study programs are voluntary.

#### Section ~~12~~ 13. Offices

Each Full-Time Faculty Member shall be provided with an office area with equipment and furniture according to current campus standards including a desktop or laptop computer, software, desk, desk chair, additional chairs when feasible, filing cabinet, book shelves, and a phone with a personal extension and voicemail. The District will provide each Full-Time Faculty Member with access to a computer printer for District use. This office area may be shared with one (1) or more Full or Part-Time Faculty Member(s) as determined by the Dean or designee in consultation with the Faculty Member. A Full-Time Faculty Member will not be required to share a desk with any other Faculty Member.

Part-Time faculty members not sharing an office with a Full-Time faculty member shall have access to a faculty workroom in each division. These workrooms shall be equipped with computers, printers, desks, and chairs. This equipment shall be maintained according to current campus standards.

#### Section ~~13~~ 14. Student Assistants

The District will allocate a total of five thousand (5,000) hours of student assistance each semester to be calculated at the Student Help I rate of pay. The amount allocated for student assistance shall be distributed to each division by the College Load Review Committee in accordance with instructional objectives as provided in Section 4, and to Instructors by the Division Load Committees in accordance with the division objectives as provided in Section 7.

## Section ~~14~~ 15. 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, **date of hire**, **Distance Education (DE) certification status**, 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 **and other items listed in 1.2 above. , ~~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~~ **one** 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. **NOTE: revision to 2.7 regarding not constituting a decline.**
- 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 ~~under paragraph 3.1 a.~~

- 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.
- 2.7 ~~Part-time faculty may refuse teaching and counseling dual enrollment assignments at high school sites. This refusal shall not have a negative impact on their status on the RPL.~~

### 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” in **two** or more areas of the evaluation.
  - d. Receiving ~~two (2) overall~~ “needs improvement” in **three** or more areas of the 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~~ **two** assignments 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).

#### Section ~~15~~ 16 Counselors

(a) Counselors shall ~~have a one-time, opt-in choice of staying on the current 175-work day contract or moving to a 210-work day contract. (NOTE: A draft 210-workday Salary Schedule is attached.)~~ New Counseling positions will be posted and advertised as either a 175-work day position or 210-work day position at the Dean’s discretion. ~~be employed on a modified academic year basis of 175 days, basic service hours per week under an 18-week calendar shall be 40 hours per week.~~ Each Counselor will formulate and submit ~~maintain~~ a weekly schedule ~~for their entire contract year no later than May 15 for the upcoming fiscal year,~~ subject to the approval of the appropriate Dean ~~or Associate Dean~~, consisting of a basic 40 hour work week of professional counseling services. The weekly schedule shall include 26 hours of student contact a week consisting of one-on-one counseling which can include face-to-face or

virtual with the Dean's approval, group counseling/workshops, and classroom presentations, and ~~two (2) hours of on-campus, non-student contact a week~~ 14 hours of non-student contact work per week. Counselors shall only be paid for contractual work days pre-approved by the Dean or Associate Dean.

	175-work day contract	210-work day contract
Work Days	175 calendar days (August to December and February to June)	210 calendar days (July through June)
Student Contact Hours	26 hours/week (for a maximum of 910 contact hours). Contact hours (not including overload) must be scheduled across a minimum of 3 days per week and no more than 8 hours per day.	26 hours/week (for a maximum of 1092 contact hours.) Contact hours (not including overload) must be scheduled across a minimum of 3 days per week and no more than 8 hours per day.
Non-Student Contact Hours	14 hours/week or 490 total non-contact hours (e.g., for meetings, professional development)	14 hours/week or 588 total non-contact hours (e.g., for meetings, professional development)

The Dean may require up to 30 hours of student contact a week, during periods of peak registration, not to exceed four (4) weeks per fiscal year. Each Counselor will spend no less than 32 hours per week on campus (or at the location where a counselor's work is scheduled) fulfilling contractual requirements for scheduled and unscheduled time. ~~Twenty-eight (28) hours of the 32 hours must be scheduled on a weekly basis.~~

(b) Counselors are entitled to all professional privileges afforded to teaching faculty, such as professional development activities. Counselors will have up to 40 hours per ~~academic~~ **contract** year to be used for conferences, workshops (on or off campus), or other professional development, excluding campus committees. Any hours in excess of the 40 which are approved for conferences, workshops, etc., will require the counselor to establish additional student contact hours on an hour-for-hour basis. These hours shall be rescheduled within 30 days from the hours missed.

(c) A counselor who is also assigned a teaching load during the academic year shall count the teaching load as overload up to 30 percent per semester. **For each scheduled teaching hour, 2 hours of counseling time shall be reduced for teaching and prep time.**

Lecture/Lab Hours Scheduled for Teaching	Counseling Hours	Service to the College Hours
0	26	14
1	24	15
2	22	16
3	20	17
4	18	18
5	16	19
6	14	20
7	12	21
8	10	22
9	8	23
10	6	24

~~(d) The academic year is comprised of 175 days of service. The District may schedule no more than 20 of the 175 days of service prior to and contiguous with the beginning of the fall and/or spring semesters. The modified academic year schedule will be communicated to the affected Counselor by May 1 of the prior academic year. Each counselor will prepare a schedule of substitute days off during the academic year and shall discuss the proposed schedule with the Dean who will approve the schedule if it meets the needs of the District. If not approved, the Dean and the Counselor will develop an alternative acceptable schedule. The schedule of alternative days off shall be determined in writing prior to June 1, of each year, but may be changed by mutual agreement during the year.~~

~~(e) Counselors may work up to 25 additional days outside the 175 scheduled days; six (6) hours of student contact, at the daily rate. (Article 10, Section 13(b).) Any time worked beyond the 25 additional days will be compensated at Rate I, Appendix D-3.~~

~~(f) A pool of an additional 150 per diem days will be assigned based on student demand during non-contract periods. The Dean of Counseling & Student Success in consultation with the Dean of Student Support Services and/or the Dean of Enrollment Services will distribute the additional days as needed in accordance with Article 9, Section 5. Additional student contact days must be pre-approved by the Dean or Associate Dean and will be compensated at a daily rate of 1/175<sup>th</sup> or 1/210<sup>th</sup> of the Faculty Member's yearly salary, whichever is applicable.~~

(g) ~~During the academic year, a~~ For overload, counselors may request up to six (6) additional student contact hours per week, ~~subject to Dean approval~~, to be compensated at Rate I, Appendix D-3.

(h) A Counselor may request to be relieved of counseling duties and assigned as an Instructor. Such request shall be submitted in writing to the Dean of the Division who shall promptly forward the request with a recommendation to the appropriate Vice President who shall meet with the appropriate dean and the counselor requesting such assignment. Upon review of all the circumstances, the appropriate Vice President shall grant or deny the request in writing.

#### Section ~~16~~ 17. Librarians

(a) Librarians will be employed on an academic year basis.

(b) ~~The basic work week for Librarians is forty (40) hours, to be comprised of no more than thirty (30) regularly scheduled hours of professional library service. An additional ten (10) hours of professional library service or other non-student contact academic activities will be provided by the Librarian, as determined by the Director, Library Learning Resources and the Librarian.~~ The basic work week under the 16-week compressed calendar for Librarians shall be ~~expanded by 12.5% (45 hours per week).~~ ~~Student contact hours within the week shall be increased proportionally, rounded down to the nearest half-hour.~~ This will include thirty-three and a half (33.5) regular scheduled hours of professional library service ~~at least 4 days per week on campus~~. An additional eleven and a half (11.5) hours of professional library service or other non-student contact academic activities will be provided by the Librarian, as determined by the ~~Dean~~ Director, Library ~~and~~ Learning Resources and the Librarian. ~~During intersessions, if getting paid per diem, a full work day is a minimum of 6 hours per day.~~

(c) Librarians are entitled to all professional privileges afforded to teaching faculty, such as professional development activities.

(d) A Librarian who is assigned a classroom teaching load in addition to the 40-hour professional week during the academic year will be paid for the additional hours at the hourly rate as set forth in Article 10, Section 7(c).

(e) A Librarian may request to be relieved of librarian duties and assigned as an Instructor. The Librarian will indicate preference of teaching a class as part of their standard work week. The Dean will consider the request based on duties that will need to be covered. The Dean's decision will be made in consultation with the Librarian. ~~Such request shall be submitted in writing to the Dean of the Division who shall promptly forward the request with a recommendation to the appropriate Vice President who shall meet with the appropriate Dean and the Librarian requesting such assignment. Upon review of all the circumstances, the appropriate Vice President shall grant or deny the request in writing.~~

#### Section ~~17~~ 18. Faculty Coordinators

(a) Faculty Coordinators on the Fiscal Year Salary Schedule will be employed for a basic work week of forty (40) scheduled hours of professional services. The basic work week under the 16-week compressed calendar shall be expanded by 12.5% (45 hours per week) for those Faculty Coordinators hired on an academic year basis.

(b) Coordinators are entitled to all professional privileges afforded to teaching faculty, such as professional development activities.

#### Section ~~18~~ 19. Registered Nurses, Nurse Practitioners, Physician Assistants and Clinical Psychologists

(a) Registered Nurses, Nurse Practitioners, Physician Assistants and Clinical Psychologists in Student Health Services will be employed on an academic year basis.

(b) Registered Nurses, Nurse Practitioners, Physician Assistants and Clinical Psychologists will be employed for a basic work week of forty (40) scheduled hours of professional services including case preparation, staff and committee meetings, and off-site visits for professional development. The basic work week under the 16 week compressed calendar shall be expanded by 12.5% (45 hours per week). Each Registered Nurse, Nurse Practitioner, Physician Assistant and Clinical Psychologist will formulate and maintain a schedule, subject to the approval of the appropriate Dean, consisting of a basic 45 hours per week to include 36 student contact hours, including case preparation, and 9 hours of staff and committee meetings, and off-site visits for professional development.

(c) Registered Nurses, Nurse Practitioners, Physician Assistants, and Clinical Psychologists are entitled to all professional privileges afforded to teaching faculty, such as professional development activities.

#### Section ~~19~~ 20. Released/Reassigned Time

The Dean must approve, in advance, all released or reassigned time. Released or reassigned time must be served on campus or at the location specified in the grant or other program for which such time is released or reassigned. When calculating released and/or reassigned time, a 40-hour week base is used, and the contractual commitments are reduced by the percentage of the released or reassigned time. See examples for clarification.

##### Example One

If an Instructional Faculty member is released/reassigned on a 50% basis:

- (a) ~~his/her~~ **their** released/reassigned commitment is 22.5 hours per week;
- (b) ~~his/her~~ **their** teaching schedule is based upon a 50% load; and
- (c) ~~his/her~~ **their** unscheduled time is the remainder of the 45-hour work week.

##### Example Two

If a Counselor is released on a 50% basis:

- (a) ~~his/her~~ **their** released time commitment is 20 hours per week on campus;
- (b) ~~his/her~~ **their** student obligation (in addition to any student contact time required by the released time arrangement) is 13 hours per week; and
- (c) ~~his/her~~ **their** contractual non-student contact obligation is 1 hour per week on campus.

#### Section ~~20~~ 21. Graduation

(a) The District and the Federation agree that it is desirable to have as many Faculty Members as possible attend and participate in graduation ceremonies each year. In order to provide a minimum attendance, the Academic Senate shall assign an alternate one-third (1/3) of the Faculty Members each year to participate in the graduation ceremonies. The contractual obligation of the non-participating two-thirds (2/3rds) of the Faculty Members shall be



considered fulfilled upon completion of their examinations, office hours, and check-out procedures.

(b) To advance the goal stated in (a), the District and the Federation will encourage Part-Time Faculty Members to attend graduation and extend to them the same opportunity to secure robes and school colors as is extended to Full-time Faculty Members.

(c) In any year in which the total number of faculty in attendance at graduation ceremonies falls below 33% of the Full-Time Faculty Members, 40% of the Full-Time Faculty Members will be required to attend the following year's ceremonies.

(d) The additional faculty chosen to attend, beyond the required one-third (1/3), will be picked by a random drawing in the office of Academic Affairs with Federation representation present.

#### Section 21 22. Flex Time Credit

Each 10-month Full-Time Faculty Member shall be responsible for 24 hours of Professional Development and each 12-month Full-Time Faculty member shall be responsible for 9 hours of Professional Development.

(a) A total of four (4) days shall be identified for Faculty Development (Flex) on the academic calendar. A Flex day shall consist of six (6) hours.

(b) The first day of the fall semester shall be a Flex day, with six (6) hours of scheduled activities mandatory for all Full-Time Faculty Members. The morning of the ~~first~~ **second** day of the spring semester shall be three (3) hours of scheduled Flex activities mandatory for all Full-Time Faculty Members. The additional fifteen (15) hours of required Flex activities will be required of all 10-month Faculty and may be completed with activities selected at the Faculty Member's discretion.

~~**It is extremely important to the District and Faculty to address the issue of anti-racism/diversity. Accordingly, the mandatory Flex days will include forums with substantive training and discussion about these issues. [IMPORT ALIGNED EDI PD MOU LANGUAGE]**~~

(1) If a Faculty Member misses a mandatory Flex day, **they** ~~he/she~~ shall be charged under the appropriate leave account in proportion to the missed flex time and may not make up the absence. For the purposes of this Article, six hours of flex time shall be equal to one day of absence. Any portion of the six hours missed shall be considered a partial absence

and shall be charged accordingly. For example, if a Faculty Member misses the fall flex day (6 hours) they will be charged with one (1) day of absence. If a Faculty Member misses the spring flex day (3 hours), they will be charged with one-half day (1/2) day of absence.

(2) If a Faculty Member does not complete any portion of the additional 15 hours of required flex activities by May 15, **their his/her** pay shall be deducted for any of the flex hours not completed.

(c) Faculty Members on extended leave (e.g., sabbatical, study abroad, faculty exchange, catastrophic illness, etc.) shall have their twenty-four (24) hour Flex obligation proportionately reduced for that academic year.

(d) The Flex requirements shall apply equally to Full-Time Temporary Faculty Members, with the twenty-four (24) hour requirement pro-rated if the assignment is less than 100%.

(e) Each Part-Time Faculty Member shall be responsible for completion of Professional Development flex time equal to one-half (1/2) hour of professional development activities for each semester unit taught in the fall and spring semesters up to a maximum of three (3) hours per semester. Flex time shall be payable at the appropriate column of Appendix D-1, Lecture, Step 1 rate. Part-Time Faculty Flex hours shall not be computed as part of the teaching load.

**NOTE re:**  
(e): District has an interest in working on this but due to significant cost, it needs to be discussed as part of the compensation discussion.

### Section ~~22~~ 23. New Faculty Learning Academy

Faculty Members, newly hired to a full-time tenure track position, may be required by their Dean to attend the New Faculty Learning Academy. The New Faculty Learning Academy will consist of up to four (4) two- (2) hour sessions in the first fall semester of their employment. The District shall provide Flex Time credit, hour for hour, for all new Full-Time Faculty Members who attend.

### Section ~~23~~ 24. Safety

\_\_\_\_\_ (a) The District shall provide work and workplaces that are safe and healthful. The District and employees will follow applicable job safety and health laws while conducting District business. The Federation will cooperate with the District in encouraging employees to maintain a safe and healthy work environment.

(b) The Federation shall have a designated representative on the District Safety & Health Committee.

#### Section 24 25. Dual Enrollment

Classes offered at high school campuses, ~~such as engineering technology classes, as mutually agreed upon between the ECC District and the local school district, may be taught by qualified high school teachers who meet District minimum qualifications and are being paid by their local district per their local school contract.~~ A qualified high school instructor teaching a course offered for college credit at a high school campus will not displace or result in the termination of an existing El Camino faculty member teaching the same course at the District. ~~Qualified high school instructors will be paid by their local districts per their high school contract.~~

- (a) ~~Part-time faculty may refuse teaching and counseling dual enrollment assignments at high school sites and shall not count as a decline of employment under paragraph 3.1 a, but shall count as an offer of employment for the semester (Article 8, Section 14).~~
- (b) ~~El Camino College dual enrollment faculty who are not also employed by the high school district site where they are teaching shall receive the following:~~
  - (b)1 – ~~mileage reimbursement calculated based on a round trip (R/T) from El Camino College to the high school site for scheduled teaching and counseling days. This shall be paid out at the district mileage rate.~~
  - (b)2 – ~~If the dual enrollment course is canceled, the assigned instructor will be paid for the course up to and including the canceled class day, be given up to one hour of pay (at the appropriate part-time rate), and RT mileage reimbursement to return to the site to remove belongings from the classroom.~~

#### Section 26. Conduct Deemed Unprofessional

~~The District seeks to provide and sustain an academic environment conducive to collegiality including sharing, collaborating, and critically examining knowledge and values. Performance of these central functions requires that faculty members be free within their respective fields of competence to pursue and search for truth and diverse opinions as noted in Article 5 (Academic Freedom and Responsibility). This section sets forth the workplace conditions needed to preserve basic standards of teaching and interactions with other individuals to advance the mission of the College.~~

- a) ~~Faculty members shall not enter into romantic or sexual relationships with any student for whom a faculty member has academic responsibility (instructional, evaluative, or supervisory).~~
- b) ~~Faculty members shall not use excessive profanity or other forms of aggressive verbal or physical behavior that creates a hostile work environment for others. Vigorous debate and exchange of ideas shall demonstrate respect at all times for the rights of others to express differing opinions.~~

- c) Faculty members shall not engage in bullying behavior that is severe or pervasive physical or verbal acts or conduct, including written communications, that causes a reasonable individual to fear harm to their person or property; or experience substantial interference with their academic performance or ability to participate in services, activities, or privileges provided by the District.
- d) Faculty members shall not use District resources or facilities for commercial or non-District related purposes.
- e) Faculty members shall not fail to follow their scheduled class times and appointments with students, established course content, and office hours.
- f) Faculty members shall not have excessive, unexcused delays in responding to inquiries from students or their Dean/Director. Faculty shall respond to inquiries within 3 business days.
- g) Faculty members shall not have excessive, unexcused delays in evaluating, grading, and returning student work in accordance with course outlines and department requirements. Faculty shall regularly provide feedback to students throughout the semester.
- h) Faculty members shall not delay in reporting grades and other required information (e.g., completed SLO assessments, attendance, textbook requisitions) by scheduled deadlines.