SOU			RANGE	COUN	VE AGREEMENT BETWEEN THE TY COMMUNITY COLLEGE DISTRICT AND THE MUNITY COLLEGE DISTRICT FACULTY ASSOCIATION, CTA/NEA							
	June 15, 2022											
This Tentative Agreement between the South Orange County Community College District and South Orange County Community College District Faculty Association, CTA/NEA (hereina referred to as the "Association") is expressly made pursuant to the Education Employm Relations Act and the Collective Bargaining Agreement between the parties.												
The agreement applies only to the Article set forth below. All other provisions of the Collective Bargaining Agreement shall be deemed to remain unchanged except as set forth below or a otherwise mutually agreed:												
					ARTICLE 15 WORKLOAD							
[]												
15.4.	Part-tir assign	ne facu ments.	ne faculty members may be assigned lecture and non-lecture workload nents. The dean has the right to assign and approve each part-time faculty									
	a.	The fo										
		(1)			Ity members will receive their assigned workloads and verload(s).							
		(2)			ulty members establish priority rehire eligibility and receive as follows:							
			(a)	<u>divisi</u>	y rehire eligibility is established in each on/school program or department within each college ately, and is not transferable.							
				i.	Classified employees and managers teaching part-time are not eligible for priority rehire eligibility.							
				ii.	Assignments to coach an intercollegiate sport, related intercollegiate sections, and other part-time teaching assignments specifically connected to the intercollegiate coaching duties cannot be used to establish priority rehire eligibility for kinesiology/athletics assignments.							
	This T South referre Relatio The ag Bargai otherw	SOUTH ORA This Tentative South Orange referred to as Relations Act The agreemen Bargaining Ag otherwise mut [] 15.4. Part-Ti Part-tir assign membe	SOUTH ORANGE C This Tentative Agreent South Orange Count referred to as the "/ Relations Act and the The agreement appli Bargaining Agreement otherwise mutually ag [] 15.4. Part-Time Woo Part-time fact assignments. member's woo a. Part-time The foo order of (1)	SOUTH ORANGE COUNT This Tentative Agreement be South Orange County Com- referred to as the "Associa Relations Act and the Collec: The agreement applies only Bargaining Agreement shall otherwise mutually agreed: [] 15.4. Part-Time Workload Part-time faculty men assignments. The de member's workload. a. Part-time facul The following order of priorit (1) Full-time appropriate (2) Part-time	 SOUTH ORANGE COUNTY COM SOUTH ORANGE COUNTY COM This Tentative Agreement between a South Orange County Community referred to as the "Association") in Relations Act and the Collective Bar The agreement applies only to the Bargaining Agreement shall be dee otherwise mutually agreed: [] 15.4. Part-Time Workload Part-time faculty members in assignments. The dean has member's workload. a. Part-time faculty mer The following conside order of priority for the (1) Full-time facu appropriate o (2) Part-time facu assignments. (a) Priorit divisi separa i. 							

50 51 52 53	(b)	The part-time faculty priority rehire eligibility list will be updated at the end of every fall semester to be used for the following academic year (fall/spring).				
54 55 56 57		i.	Part-time faculty who become eligible for priority rehire, as described below, will be added to the priority rehire eligibility list at the beginning of each spring semester for assignments in the subsequent fall and spring semester.			
58 59 60 61 62 63		ii.	Retired full-time faculty members returning to teaching/faculty service shall establish priority rehire eligibility based on the date that they were rehired as part- time faculty, providing they return to teaching/faculty service within three semesters after retirement.			
64 65 66 67 68		iii.	Part-time faculty who establish rehire eligibility during the same semester shall be ranked according to initial hire date as a part-time faculty member and added to the bottom of the priority rehire eligibility list in that order.			
69 70 71 72 73 74		iv.	In the event that the establishment of the seniority list in Section 15.4.a.2.b. (i) or (ii) results in two or more faculty members who have established priority rehire eligibility on the same day, a drawing shall be held to determine the order of seniority amongst them.			
75 76 77 78 79 80 81 82 83 84		v.	Due to the COVID-19 pandemic and for the duration of this contract, faculty who have currently established priority rehire eligibility (PRE) will not be removed from the list, or have their average assignment levels reduced, based upon courses offered and/or taught during Fall 2020 and Spring 2021. Faculty who establish PRE in Fall 2021 and after will be added to the list. Data from Fall 2020 and Spring 2021 will be excluded from future determination of PRE.			
85 86 87 88	(c)	To esta must:	ablish priority rehire eligibility, a part-time faculty member			
88 89 90 91		i.	have been first employed by the program or department within the college for at least three academic years;			
92 93 94 95 96		ii.	have held an assignment <u>at the</u> <u>college/division/schoolin the program or department</u> <u>within the college</u> during three of the previous six fall and spring semesters; and			
97 98 99 100		iii.	have received an overall rating of "Meets Standards" or better in two consecutive evaluations as established in each <u>division/schoolprogram or department</u> within <u>eachthe</u> college;			

101 102 103 104 105 106 107 108 109 110 111			a)	mem spec evalu cons offer seme precl	burposes of priority rehire eligibility, if a faculty ber does not receive a timely evaluation as ified in Section 17.3 of this Agreement, the lation that should have been completed will be idered as a "Meets Standards" evaluation if the of an assignment is made for the following ester. However, this provision does not ude the District from subsequently evaluating art-time faculty member in accordance with e 17.
111 112 113 114 115			b)	appr Reso	ut-of-sequence evaluation may be conducted if oved by the Vice Chancellor of Human ources in consultation with the Association. An of-sequence evaluation refers to an evaluation
116 117 118				in ad	dition to a regularly scheduled evaluation as ribed in Article 17.
119 120 121 122				(i)	An evaluation conducted in place of a missed evaluation will not be considered an "out-of- sequence" evaluation.
123 124 125 126				(ii)	An out-of-sequence evaluation of a faculty member will not be considered a substitute for the evaluation as conducted according to the timeline specified in Article 17.
127 128 129 130				(iii)	An out-of-sequence evaluation may not be used to establish priority rehire eligibility.
130 131 132 133	(d)		ablish p er must:		rehire eligibility, a retired full-time faculty
134 135		i.	have b	een r	e-hired as a part-time faculty member;
136 137 138 139		ii.		in the	ed an overall rating of "Meets Standards" or most recent evaluation before retirement from us;
140 141 142 143 144		iii.	better i	in the 17 af	ed an overall rating of "Meets Standards" or next scheduled evaluation conducted under ter the faculty member's re-hiring in part-time
145 146 147 148 149 150			teachir evalua the eva conside	ng uno tion a aluatio ered a	Ill-time faculty member who has resumed der part-time status does not receive a timely s specified in Section 17.3 of this Agreement, on that should have been completed will be as a "Meets Standards" evaluation if the offer ment is made for the following semester.
151					

152 153 154			•	quentl	on does not preclude the District from y evaluating a faculty member in accordance 17			
155 156		iv.	have a	medi	cal certificate on file with Human Resources. § §87408.5)			
157 158 159 160	(e)		membe		rehire eligibility, a part-time or retired full-time ching part-time must meet the following			
161 162 163		i.	mainta		overall rating of "Meets Standards" or better on conducted pursuant to Article 17 of this			
164 165 166 167			Agreement. If a faculty member does not receive a timely evaluation as specified in Section 17.3 of this Agreement, the evaluation that should have been completed will be considered as a "Meets Standards" evaluation if the offer					
168 169			of an a	ssign	ment is made for the following semester.			
170 171 172				quentl	on does not preclude the District from y evaluating a faculty member in accordance 17.			
173 174 175 176			a)	priori	e event that a part-time faculty member with ity rehire eligibility receives an overall rating of ially Meets Standards" in an evaluation,			
177 178 179 180 181				(i)	the part-time faculty member will be given a performance improvement plan, including follow-up activities, dates of completion, and measurable outcomes to address those			
182 183 184 185 186				(ii)	performance issues requiring correction; the part-time faculty member will be evaluated by the dean during the next semester in which an assignment is offered, accepted, and			
187 188 189 190					fulfilled. If this evaluation yields an overall rating of "Partially Meets Standards" or "Unsatisfactory," priority rehire eligibility is revoked.			
191 192 193 194 195				b)	In the event that a part-time faculty member with priority rehire eligibility receives an overall rating of "Unsatisfactory" in an evaluation, eligible status shall be revoked.			
196 197 198 199 200 201		ii.	priority assigni accept	rehir ment an as	Jular employment. If a faculty member with e eligibility fails either to request an as specified in Section 15.4.a.2.g below, or to ssignment as specified in Section 15.4.c. vo (2) consecutive semesters, not including			

202 203 204			summer, except in cases of an approve leave of absence, priority rehire eligibility is revoked.
205 206 207 208 209		iii.	In the event that a part-time faculty member has lost (as described above) and then regains priority rehire eligibility, seniority will depend on the most recent date on which eligibility was reestablished.
210 211 212 213 214	(f)	specific priority	t to the availability of requested courses or assignment as ed below, part-time faculty members who have established rehire eligibility according to this article are entitled to a um assignment as follows:
214 215 216 217 218 219 220 221 222		i.	Part-time faculty members who have established priority rehire eligibility according to this article and who have completed an average of at least six (6) LHE, or six (6) weekly counseling/tutorial/library hours, during the previous four (4) semesters shall be entitled to a minimum assignment of six (6) LHE or six (6) weekly counseling/tutorial/library hours.
222 223 224 225 226 227 228 229 230 231		ii.	Part-time faculty members who have established priority rehire eligibility according to this article and who have completed an average of at least three (3) but fewer than six (6) LHE, or three (3) but fewer than six (6) weekly counseling/tutorial/library hours, during the previous four (4) semesters shall be entitled to a minimum assignment of three (3) LHE or three (3) weekly counseling/tutorial/library hours.
232 233 234 235 236 237 238 239 240		iii.	Part-time faculty members who have established priority rehire eligibility according to this article and who have completed an average of at least one (1) but fewer than three (3) LHE, or at least one (1) but fewer than three (3) weekly counseling/tutorial/library hours during the previous four (4) semesters shall be entitled to a minimum assignment of one (1) section or one (1) weekly counseling/tutorial/library hour.
240 241 242 243 244		iv.	Semesters that a part-time faculty member is on a Human Resources-approved leave shall not count in calculating the average LHE/semester.
244 245 246 247 248 249 250		v.	For a non-classroom assignment, an assignment will not be considered available if the number of hours scheduled for assignable duties necessary to fulfill the assignment have already been assigned to a full-time faculty member or more senior part-time faculty member.
250 251 252		vi.	For a classroom assignment, a course will not be considered available if:

302 303	South Orange County Con College District	mmunity		South Orange County Community College District Faculty Association, CTA/NEA
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299				
298		during th	ne prev	<i>r</i> ious eight semesters.
297				ht the same course within the school/division
296			•	ember has demonstrated competency by having
295				<u>athe</u> college must be courses for which the part-
294	(i)			sted for priority assignment within a department
293		0		at a fan mainte an ainmar ant a the in a star at the factor
292		describe	eu unde	
291				assignment in the absence of the conditions error Section 15.4.a.2.f above.
290				he higher priority rehire ranking as described above
				is limited availability of sections, the faculty
288	(h)			•
287	(b)	In the ev	ent the	at two instructors have requested the same course
280				for accignment.
285				e for assignment.
285				lested assignment, the requested courses, and the
283				gible part-time faculty members will specify the
282				allow no fewer than ten days for faculty members
281		•		embers for assignment preferences for that
281	(9)			dean or designee will initiate a request to all part-
280	(g)	Prior to t	the ser	nester during which the assignment will be
279				
278			•	added after the development of the initial schedule.
277				nent of specific courses, or an assignment of a
276		vii. F	Prioritv	rehire eligibility does not guarantee an assignment,
275				
274		-		that semester.
273		6	5.	all sections of the course shave been cancelled for
272				
271		5	5.	the course is not offered for that semester;
270				
269				course as specified in Section 15.4.a.2.i below;
268				demonstrated competence to teach a specific
267		4		the part-time faculty member does not have the
266		-		
265				described in Section 15.4.a.2.g below;
264				member listed in their assignment request as
263				meeting the availability of the part-time faculty
262		3		no sections of that course are scheduled at times
261		~	`	
260				15.4.a.2.h below;
259				time faculty member as defined in Section
258				been offered and accepted by a more senior part-
257		2		all scheduled sections of that course have already
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255				member as part of a load or overload;
254				been offered and accepted by a full-time faculty
253		1		all scheduled sections of that course have already

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For SOCCOD	F
Dr. Cindy Vyskocil	(
Vice Chancellor, Human Resources	(
6.15.22	_
Date	[
	Dr. Cindy Vyskocil Vice Chancellor, Human Resources 6.15.22

Clair Main Com

For SOCCCD-FA Claire Cesareo Chief Negotiator

6/15/22

Date

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