

ARTICLE 19
Assignments

19.1 **INTENT**

The intent of this article is to provide flexibility in scheduling work assignments and to ensure that regular/contract faculty maintain a full load each semester. Faculty assignments **shall** normally be made within the **Academic Year** ~~175-day academic calendar~~; however, assignments outside **the Academic Year** ~~the 175-day academic calendar~~ may be made to satisfy the member's load obligation to the District. No such assignments **outside the Academic Year shall** be made without **approval of** the member.

19.2 **Academic ~~WORK~~ Year**

"Academic year" shall be as defined in Article 16.1 comprised of primary semesters as defined in Article 16.2. ~~Assignments may be scheduled at any time during the twelve (12) month year (1 July-30 June) to fulfill the load obligation of the member and to meet the needs of the District. A faculty member shall not be required to work outside of the primary semesters, but may elect to do so.~~

19.3 **WORK WEEK**

"Work week" means no more than five (5) consecutive days during a seven (7) day week. A faculty member may be assigned to no more than five (5) consecutive days during a seven (7) day week. A member shall not be required to work on weekends, but may elect to do so. (See also Ed. Code 87715).

~~A. If a full-time classroom instructor's assignment includes classes scheduled on Saturdays and/or Sundays, the instructor~~

~~1. must agree to the assignment in writing and~~

~~2. must not be required to work in that assignment more than 180 full days during a college year.~~

~~No such classroom instructor shall be assigned to perform services on a Saturday or Sunday if the instructor objects in writing that the assignment would conflict with his or her religious beliefs or practices. (Education Code 87715).~~

~~B. All other faculty members shall not be required to work Saturdays and Sundays, but may elect to do so in writing.~~

~~Assignments may be made on any consecutive five (5) days during a seven (7) day period to fulfill the load obligation of the member and meet the needs of the District. Other assignments may be made with the agreement of the member.~~

19.4 **WORK DAY**

The District work days starts at ~~7:30~~ **7:00**a.m. and extends to 10:30 p.m.—Duties may be scheduled at any time during these hours to fulfill the load obligation of the member and meet the needs of the department/division, college and/or District. Other assignments may be made with the agreement of the member. **A faculty member shall not be required to work more than 10 scheduled hours in a day.**

19.5. SCHEDULING

19.5.1 **Definitions:**

- (a) A full-time load as defined in **Article 18** of the contract is equivalent to 1.0 per semester (0.995-1.005) and shall be calculated by adding reassigned time plus regular schedule of classes or activities.
- (b) A flexible unbalanced load is a load that is less than or equal to 0.9 FTE in any primary semester or greater than or equal to 1.1 FTE in any primary semester.
- (c) An Overload assignment as defined in Article 18.5 of the contract may be scheduled at any time but shall not normally exceed a maximum of 0.40 over a 1.0 load (see exceptions noted in 19.7 below).

19.5.2 **Regular Assignment**

A contract or regular member's schedule **for the academic year** shall usually be established by seeking mutual consent between the member and the Department Chair and Division Chair/Dean. ~~The appropriate Vice-President or designee retains the right to (1) assign members to a schedule at any time within the Academic Year (as defined in 16.1) necessary to meet the needs of the District. and (2) to may review all assignments prior to implementation.~~ Such assignments shall, to the extent appropriate, be rotated among members on an annual basis.

When necessary to meet the needs of the District, the President or designee shall retain the right to assign a schedule to a the member. after consultation with the member and the Department Chair and Division Chair/Dean.

All assignments shall be made in the member's department first.

Under normal circumstances the following sequence of priority shall be used to assign (for all departments) a regular member's 1.0 load/semester:

- (a) **All regular/contract faculty in the department shall be scheduled for a full load.**
- (b) **Next, all regular/contract members in the department with an underload from a previous semester(s), shall be scheduled sufficient additional load to make up the underload, if enough remaining unscheduled classes or other activities (such as those undertaken by counselors, librarians, and other non-instructional faculty) are available.**
~~get second choice of the available classes within her/his department or division. after all regular/contract faculty loads have been filled.~~
- (c) If more than one regular/contract member has an underload from a previous semester, and there are insufficient classes **or other activities (such as those undertaken by counselors, librarians, and other non-**

instructional faculty) available for all such individuals to make up such under loads, the individual who has been involuntarily underloaded for the longest period of time **shall** have the first choice of any available classes **or other activities (such as those undertaken by counselors, librarians, and other non-instructional faculty) .**

Per Article 24, the Chancellor shall have the responsibility and authority to assign by administrative action any member meeting the minimum qualifications to any position when such assignment is deemed in the best interests of the District.

~~Contract and regular members shall be given an assignment in their department before assignment of other members.~~

~~If more than one regular/contract member has an underload from a previous semester, and there are insufficient classes available for all such individuals to make up such underloads, the individual who has been involuntarily underloaded for the longest period of time will have the first choice of any available classes~~

19.6.1.2—~~A contract or regular member's schedule shall usually be established by seeking mutual consent between the member and the Department Chair and Division Chair/Dean. The President or designee retains the right to assign members to a schedule at any time within the work year (as defined in 19.3) necessary to meet the needs of the District. Such assignments shall, to the extent appropriate, be rotated among members on an annual basis.~~

~~A full-time load as defined in the contract is equivalent to 1.0 per semester (0.995-1.005) and shall be calculated by adding assigned time plus regular schedule of classes or activities.~~

19.6. Flexiload

~~A faculty member may elect to work a flexible unbalanced load, but cannot be required to do so. A flexible unbalanced load is a load that is less than or equal to 0.9 FTE in any primary semester or greater than or equal to 1.1 FTE in any primary semester. A **tenured** faculty member may choose to have a flexible load to fulfill the 2.0 FTE regular load at times other than the two primary semesters or on weekends. However, a flexible unbalanced load cannot negatively impact the needs of the department or students. (See 19.4.1.3 below.)~~

~~A faculty member will not be required to work outside of the primary semesters or on weekends, but may elect to do so.~~

~~A faculty member will not be required to work more than 10 scheduled hours in a day.~~

- 19.6.1—~~If a regular/contract member is underloaded from a previous semester(s), he/she will get first choice of the available classes within her/his department or division after all regular/contract faculty loads have been filled.~~
- 19.6.1.2—~~If more than one regular/contract member has an underload from a previous semester, and there are insufficient classes available for all such individuals to make up such underloads, the individual who has been involuntarily underloaded for the longest period of time will have the first choice of any available classes.~~
- 19.6.2 Within an academic year a **tenured faculty** member in satisfactory status may obtain an assignment for a reduced flexible load in a primary semester and have it carried over into a summer session and/or wintersession at full compensation. This allowance is made with the following provisions:
- a. An individual's flexible load reduction shall be no greater than the larger of one course or 0.25 FTE per semester.
 - b. During the semester in which the reduced load is taken, the member is not eligible for an overload assignment or extra stipend payment for service.
 - c. The member must develop and submit a reduced load plan **and course of action** prior to the scheduling deadline for the semester in which she or he has requested the reduced load. The plan must be approved by the Department Chair and Division Chair, supervising administrator and appropriate Vice-President.
 - d. No more than one third of the members in a department may be on a flexible reduced load during the same semester.
 - e. **Departments with less than 3 full-time faculty must obtain prior approval from the Division Chair.**

~~Nothing related to flexible load is intended to establish a precedent for payment of an assignment in excess of the contract load at a rate other than the rates established in the Associate Faculty Salary Schedule.~~

19.7 **OVERLOAD ASSIGNMENTS**

Regular members in Satisfactory status may elect to schedule overload assignments. Contract members who have received a satisfactory performance appraisal and have been employed full time in the District for at least one full year may elect, with the approval of the Department Chair and the **Division Chair or appropriate Vice-President**, to schedule overload assignments. First-year faculty members are eligible for overload assignments up to 0.40 with the approval of the Department Chair, the Division Chair and the **appropriate** Vice-President, and they must also have the approval of the **ACE** President or the **ACE** Vice-President of ACE. It is highly recommended that the number of class preparations for first-year teaching faculty members be limited and therefore wherever and whenever possible, overload assignments for first-year instructors should be additional sections of courses they are already teaching or work not requiring additional preparation.

Elected overload assignments may be scheduled at any time but **shall normally** not

exceed a maximum of 0.40 over a 1.0 load. (**However, see exceptions below**)

Such overload assignments are restricted to the following:

- a. **Classes or other activities (such as those undertaken by counselors, librarians, and other non-instructional faculty)** for which the member is qualified and that are not required by other regular/contract qualified members in the District in order to achieve their regular load for the current semester or make up a prior involuntary underload. **Reassigned time activities are not eligible for overload assignment.**
- b. Work Experience.
- c. Directed Studies. ~~No load shall be given to members for Directed Studies students who attend regularly scheduled classes. Exceptions may be made upon the recommendation of the dean and approval of the President.~~ **The member may shall not obtain additional load for directed study students who are attending any of the member's regularly scheduled classes.**
- d. **Any underloaded faculty members shall not be assigned any overload with compensation or banked load until the underload is eliminated.**

An exception to the maximum of 0.40 overload limit may be approved by the **appropriate** Vice-President on a semester by semester basis for regular or contract members who have received a satisfactory performance appraisal and have been employed by the district for at least one full year.

The exceptions are as follows:

- a. A faculty member who is eligible to work an overload may work an overload that falls between 0.40 and 0.50 per semester if the faculty member's department chair receives written approval from the appropriate Vice-President before the assignment is made.
- b. A faculty member who is eligible to work an overload may work an overload that exceeds 0.50 per semester if the following conditions are met:
 1. There are no other qualified faculty available to fulfill the assignment.
 2. Efforts have been established by the department to generate a viable associate faculty pool
 3. The faculty member's department chair receives written approval from the appropriate Vice-President before the assignment is made.
 4. 2nd, 3rd and 4th year non-tenured faculty members must also have the approval of the ACE President to exceed 0.5 FTE overload.

~~Exceptions to the maximum overload of 0.4 per semester sunsets on June 30, 2005.~~

19.7.1 Under normal circumstances the following sequence of priority ~~will~~ **shall** be used to assign overloads for all departments:

- a. Full-time regular **or contract** members of the department.
- b. **Associate members in the department holding re-employment preference and full-time regular members outside of the department holding re-employment preference. Full-time regular members outside of the department who have**

taught 3 out of the 4 last consecutive primary semesters in the department as of June 30, 2006 and who are in satisfactory status shall have re-employment preference once these requirements are confirmed by the Department Chair.

- c. All other full-time regular or contract members and associate members. These members may qualify for re-employment preference per the requirements of Article 100.9.

~~Associate Faculty (See Article 100.6 and 100.7) and have Priority. Priority is given to a regular outside member when that member teaches overload(s) in the department for 3 out of 4 consecutive primary semesters. The member has priority for an amount of load which is equal to the median amount of overload taught by that member for that department during the past 3 out of 4 consecutive primary semesters. The member maintains Priority until s/he has not taught three out of four consecutive semesters.~~

~~e. Associate Faculty (See Article 100.6 and 100.7).~~

~~If there are not enough courses available to satisfy all requests for overload from regular/contract members, departments may establish guidelines for making overload assignments. Such guidelines must be in writing and must be approved by the Division Chair/Vice-President prior to implementation.~~

- 19.7.2 If the member has an overload assignment, and a portion of their regular load is canceled for any reason, the member shall agree to include the overload assignment as part of his/her regular load. Exceptions may be authorized by the Division Chair **with review by the appropriate** Vice-President. When a **full-time member's** overload class has been canceled, it shall not be replaced with an overload or associate member's course already assigned to someone else.

- ~~19.5.3.3 Regular/contract members in the District who wish temporary assignments in a department other than their own for purposes of obtaining an overload must qualify for the associate pool of that department through the established registry guidelines~~
 - ~~a. Qualified members will be maintained in the registry for a period of six semesters.~~
 - ~~b. After a member has not taught in a discipline for which he/she has been qualified for a period of six (6) semesters he/she must re-qualify.~~
 - ~~c. Those members currently teaching in the District in a department other than their own will be considered to be qualified to continue to teach in that department.~~

~~For additional information pertaining to overloads, see Articles 100.3 and 100.5 of the Associate articles.~~

- 19.8 Summer and Wintersession Assignments
Regular members and contract members who have received a satisfactory performance appraisal, with the approval of the Department and/or Division Chair, may elect to teach summer or wintersession classes. Full-time members shall be given preference in the assignment of summer or wintersession classes **in their Department and shall be given preference** per Article 18.5 to fulfill a **previous full-time** underload.

Summer school teaching assignments **and wintersession teaching assignments** are made by the Department, in consultation with the **Division Chair/ appropriate Vice-President** and with the consent of the member. The maximum summer session load **shall** be a total of .667 in any combination of courses or sessions. The maximum wintersession load shall be a total of ~~.667~~ **.4** in any combination of courses or sessions.

Any request for exception **to these load limitations** must be submitted **and approved by** ~~to~~ the **appropriate** Vice-President.

~~Underloaded faculty may fulfill their regular assignment in summer and/or wintersessions with approval of the Appropriate Vice-President. Moved to 18.4.1~~

19.9 **TEN, ELEVEN AND TWELVE MONTH CONTRACT ASSIGNMENTS FOR NON-INSTRUCTIONAL FACULTY MEMBERS**

Note Applicable to counselors: All counselors hired prior to July 1, 1986 have the option of choosing an 11-month contract or a 10-month contract. If a 10-month contract is selected, additional time worked **shall be considered an overload assignment.** ~~from the associate faculty salary schedule.~~ All counselors hired subsequent to this date are under an 11-month contract unless other provisions are made. Counselors hired under either of the contract options **shall** be full-time counselors.

19.9.1 ~~A non-instructional faculty member contracted to work a ten (10) month assignment will work his or her annual assignment (as per Articles 18.2 and 18.3) within the 175 days of the scheduled academic year. A non-instructional faculty member contracted to work an eleven (11) month assignment will work an additional .25 assignable load (as per Articles 18.2 and 18.3) in no more than twenty-two (22) additional days. The additional assignment shall no include institutional responsibilities.~~

19.9.2 When deemed most feasible by a department, by the first Friday in May of each year, each non-instructional faculty member shall propose to the appropriate Vice-President or designee his/her work schedule for the following academic year. Alternatively, work schedule proposals ~~will~~ **shall** be submitted no later than a month prior to the end of a semester for the succeeding semester or term. **In addition, non-instructional faculty assigned to 11 or 12 month contracts shall propose to the appropriate Vice-President or designee his/her work schedule for the required additional assignments per Article 18.2. These additional assignments (1) shall be scheduled outside of the academic year, (2) may be consecutive or non-consecutive, and (3) may be variable in length.** The **appropriate** Vice-President or designee ~~will~~ **shall** review the request and approve or return it to the faculty member for discussion:

- a. Though the **appropriate** Vice-President or designee has the final decision concerning the assignment of work days, reasonable effort ~~will~~ **shall** be made to accommodate the needs and preferences of the non-instructional faculty member.
- b. In cases where departmental staffing needs are unmet, the first recourse will be to present the need parameters to the departmental staff for resolution. If resolution does not occur through this process, the **appropriate** Vice-President or designee

~~will~~ **shall** have final decision.

- c. In all cases, student needs ~~will~~ **shall** be the determining factor in scheduling all non-instructional faculty members.
- d. Exceptions to scheduling as per the above procedures require the approval of the non-instructional faculty member and the appropriate Vice-President or designee.

19.9.3 ~~Work schedule patterns other than the basic pattern defined in item 19.4.2.2 need the approval of the affected faculty member, the appropriate Appropriate Vice-President and the President. Consultation with the other college may occur for the purpose of information or coordination.~~

19.9.4 All holidays for the 10-month, **11-month**, and ~~121~~-month contract non-instructional faculty members are the same as those defined in Article 17.

~~19.9.5 The 10-month and 11-month contract non-instructional faculty members receive one day of sick leave per contract month (10 or 11 days per year, respectively).~~

19.9.6 Retirement benefits and corresponding deductions are based on either 10, ~~or~~ **11, or 12 contract** months.

~~19.9.7 Payment will be made in either 10, **11**, or ~~121~~ consecutive payments on the last working day of each month, commencing with August.~~

19.10 **LOAD SHEETS**

Each division office shall maintain for each division member a load sheet which reflects all components that make up the members total load and overload.

District

ACE

Date

Date