ARTICLE 100

Associate Faculty
Employment

100.1 Effective Spring 2004, associate faculty shall maintain their current earned step and column placement on the Associate Faculty Salary Schedule upon returning to the District from any interruption in employment.

100.2 Associate faculty load shall not exceed sixty-seven percent (67%) of the hours per week considered a full-time assignment for regular employees having comparable duties. Assignment loads, for the purpose of calculating an associate faculty member’s percentage of a full-time load, do not include service in professional ancillary activities pursuant to Section §87482.5(c) of the Education Code. Professional ancillary activities include, but are not limited to: governance activities, staff development, advising student organizations, grant writing, Program Review, Flex Day activities and committee work.

There is no District policy or practice which either requires or requests that associate faculty participate in activities beyond their scheduled teaching assignments and participation in Flex Day events which are required by the Academic Calendar and are part of the regular teaching compensation. This includes attendance at meetings, curriculum development, conference attendance, or any other voluntary activities.

Associate faculty are designated by law as temporary employees. Members formerly teaching with a limited services credential are restricted to a maximum of forty percent (40%) of full-time load during any time.

100.3 Associate Faculty serving as Day-to-day Substitutes, Short-term employees, Emergency Hires, or Long-term Substitutes:

100.3.1 Definitions

a. Substitute: a substitute is an employee who fills in for a unit member who is absent from work.
b. Day-to-day Substitute: a day-to-day substitute refers to a temporary assignment lasting twenty (20) work days or fewer, unless the substitute is designated as the teacher of record. Day-to-day substitutes are paid on the Associate Faculty Salary Schedule.
c. Long-term Substitute: A long-term substitute refers to a day-to-day substitute assignment that continues past twenty (20) days; in this instance the long-term substitute assignment begins on the twenty-first (21st) consecutive work day. Long-term substitute also refers to a substitute assignment where the substitute is designated the teacher of record, regardless of the number of days of the assignment. A Long-term Substitute is a temporary contract assignment and is paid on the faculty salary schedule.

d. Short-term Hire: a short-term hire is a position to serve from day-to-day during the first three school months of any school term to instruct temporary classes pursuant to Education Code §87480.

e. Emergency Hire: an emergency hire is a position to prevent the stoppage of work in an actual emergency, not to exceed 20 working days, pursuant to Education Code §87480.

100.3.2 Associate faculty may be employed as day-to-day or long-term substitutes, short-term employees or emergency hires. The time served as a day-to-day substitute replacement for absent faculty, or as a short-term or emergency hire pursuant to Education Code §87480, shall not be included in computing the service required as a prerequisite to attainment of, or eligibility to, classification as a regular employee of the District.

Service as a long-term substitute shall be counted toward the member’s 67% of a full-time load.

Associate faculty loaded at 67% of a full-time load may not work in long-term substitute assignments, or beyond the twenty (20) working day limit for day-to-day substitute and emergency assignments.

100.4 Associate assignments shall be made in compliance with Article 18.7.1.

100.5 An associate faculty member’s contract may be amended or cancelled under the following conditions:

A. Inadequate class enrollment

B. To fulfill the load requirement of a full-time member

C. Budget constraints
D. Other items reflected on the temporary contract that are required by law

E. For associate faculty without REP status, at the end of a day or week at the discretion of the Board of Trustees, pursuant to Education Code §87665.

100.6 By the end of the 5th week of each semester, the District will send the Executive Director and President of WVMFT, AFT 6554 a list of all courses cancelled, with the date the course was cancelled, and the number of students enrolled.

100.7 The decision to replace an associate faculty member with a regular/contract member to allow the regular/contract member to maintain a full load shall be made by the Division Dean in consultation with the Department Chair no later than two (2) weeks after the first scheduled class meeting.

100.8 Associate faculty are responsible for keeping office hours for each class taught. Office hours shall be a minimum of .5 hours for each class taught.

100.9 Assignment of Associate Faculty

100.9.1 Order of Assignment

The assignment of classes for associate faculty members is based upon the availability of department offerings. To receive an assignment, the associate faculty must meet the state minimum qualifications for the Faculty Service Areas (FSA) and have adequate preparation for the specific course for assignment through appropriate education and experience, earned either inside or outside the District.

For associate faculty who meet the above criteria, courses shall be assigned first to those with Re-Employment Preference in order of seniority based on date of first assignment within each department with available department offerings, and then to associate faculty in the non-REP qualified temporary pool in order of seniority based on date of first assignment within each department with available department offerings.

100.9.2 Load Allocation Process

All associate faculty who have achieved REP, shall be assigned load through the following process, so that, over time and based on seniority, they are able to achieve a load in the range of 60-67 percent of a full-time equivalent load --
not anything less than that range, provided sufficient remaining load is available to assign a load in that range, or the associate faculty member refuses additional assignments.

100.9.2.1 Load Allocation

For the sole purpose of assigning load, associate faculty with REP shall be divided into two (2) subcategories: REP-1 and REP-2. The definition of these subcategories is as follows:

a) REP-1 Any associate faculty member who meets the criteria for REP status, specified in Section 100.10.1

b) REP-2: Any associate faculty member who meets all of the following criteria:

1) Completion of four (4) semester assignments as a REP-1 (which, if applicable, shall include semesters assigned but not yet completed.)

2) Receipt of two (2) consecutive Satisfactory appraisals as a REP-1

3) Submission by the associate faculty member of a completed Notice of REP-2 Eligibility Form to Human Resources, said form to list the four qualifying semesters. The District shall provide a reminder to each REP-1, sent to the member’s District email address and attaching the required form, two weeks before the submission deadlines below. Submittal of the completed form shall then be the sole responsibility of the associate faculty member. The form may be submitted electronically, and the deadlines for submission of the Notice of REP-2 Form are as follows:

- For designation of REP-2 status in a Fall semester, the associate faculty member must submit the Notice Form no later than October 1 of the prior year.

- For designation of REP-2 status in a spring semester, the associate faculty member must submit the Notice Form no later than March 1 of the prior year.

100.9.2.2 Initial Implementation of Load Allocation
A. Designation of current REP faculty as REP-1 or REP-2 shall occur in the semester that the 2018-2019 Collective Bargaining Agreement is adopted as follows: All associate faculty members who have REP status shall retain and accumulate their earned credit years toward the attainment of the subcategory statuses above, such that:

1) Associate faculty with less than four (4) semesters of REP-1 status in Fall 2018 shall remain in REP-1 status, but shall count all semesters of REP-1 status toward the attainment of REP-2 status

2) Associate faculty with four (4) or more semesters of REP status, and at least two consecutive Satisfactory appraisals shall be placed into REP-2 status.

B. Initial implementation of the REP-1 and REP-2 designations for assigning load shall occur in the first semester after designation that is up for scheduling.

100.9.3 Minimum Load Allocation

Minimum load shall first be assigned to associate faculty with REP-2 status as provided in subsection b), and then to associate faculty with REP-1 status as provided in subsection a):

a) REP-1: Each semester in any discipline in which associate faculty assignments are available, pursuant to Articles 15.1 (8), 18.71.1 and 100.3 of the Collective Bargaining Agreement. Associate faculty with REP-1 status shall be offered assignments with a minimum load of 40% and a maximum load of 67%. Acceptance of a partial load, with approval of the Division Dean, shall allow faculty to maintain REP-1 status. Available courses will be offered to REP faculty in order according to the seniority on the REP lists held in Human Resources and approved by WVMFT, AFT 6554 and the Offices of Instruction. So long as the member is offered a minimum load of 40%, the District is not required to offer additional load.

b) REP-2: Each semester in any discipline in which associate faculty assignments are available, pursuant to Articles 15.1 (8), 18.71.1 and 100.3 of the Collective Bargaining Agreement. Associate faculty with REP-2 status shall be offered assignments with a minimum load of 60% and a maximum load of 67%. Acceptance of a partial load, with approval of the
Division Dean, shall allow associate faculty to maintain REP status. Available courses will be offered to REP-2 faculty in order according to the seniority on the REP lists held in Human Resources and approved by WVMFT, AFT 6554 and the Offices of Instruction. So long as the member is offered a minimum load of 60%, the District is not required to offer additional load.

100.9.4 **Maximum Load Allocation**

No REP-1 or REP-2 associate faculty member shall be assigned more than a total of 67% of the hours per week considered to be a full-time equivalent work load for the semester. It is the intent of this section to apply the 67% calculation consistent with its meaning in Education Code Section §874812.

100.9.5 **Allocation of Remaining Load**

Any remaining available load in a department after each REP-1 faculty has received an assignment between 40-67% and each REP-2 has received an assignment between 60-67% may be offered to non-REP associate faculty who meet the state minimum qualifications for the Faculty Service Areas (FSA) and have adequate preparation for the specific course for assignment through appropriate education and experience, earned either inside or outside the District.

For associate faculty who meet the above criteria, courses shall be assigned first to those with Re-Employment Preference in order of seniority based on date of first assignment within each department with available department offerings, and then to associate faculty in the non-REP qualified temporary pool in order of seniority based on their date of first assignment within each department with available department offerings.

100.9.6 **Splitting Assignments**

The District shall not be required to split an assignment with a single course record number ("CRN"). Should a CRN be split, then the available load shall be offered to associate faculty consistent with Article 100.

100.9.7 **Offer and Acceptance of Assignment**
An assignment is offered to an associate faculty member only upon mailing of a Notice of Assignment to the member’s last known address and/or email address as it appears in the associate faculty member’s official personnel file. When possible, the Notice of Assignment shall be mailed at least 30 days before the beginning of the semester.

Associate faculty members are not authorized to work unless and until they provide acceptance of assignment as follows:

A: Until the Banner Faculty Load and Compensation (FLAC) module is implemented: by returning a signed copy of the Notice of Assignment to Human Resources, in hard-copy or electronic form.

B1: Upon implementation of FLAC: by acknowledging acceptance of the assignment in Banner.

B2: An associate faculty member who has been scheduled for work by the member’s Department Chair or Division Dean, and who does not receive a Notice of Assignment for that work at least 30 days before the beginning of the semester, may request that the Division Dean expedite the Notice of Assignment, and the Division Dean shall do so.

100.9.8 Notification of Change of Assignment

If an associate faculty member’s assignment is changed or altered before the beginning of the semester, a notification in writing of the proposed change shall be sent by the Division Dean to the member within five (5) working days of the date the decision is made.

100.10 Re-Employment Preference

100.10.1 Granting Re-Employment Preference

An associate faculty member shall be granted Re-Employment Preference, provided all of the provisions of this article are met and provided that any assignment of an associate faculty member meets the provisions of Article 100.8.

100.10.1.1 To be considered for Re-Employment Preference, an associate faculty member must meet each of the following criteria:
A) The associate faculty member must have successfully served for six (6) semesters within a period of five (5) years excluding Summer or Winter Session service.

B) “Successfully served” means that in the semester begin counted toward REP status:
   1) The associate faculty member received a Satisfactory appraisal;
   2) The associate faculty member was not subject to discipline that has been sustained by the applicable discipline process.

100.10.1.2 The associate faculty member shall be appraised three (3) times during the period of six (6) semesters; during the first (or second), third (or fourth) and fifth (or sixth) semester the member receives an assignment. The alternate choices of semesters are to allow for ease of implementation and correction of inadvertent errors in scheduling of appraisals. The appraisal process is outlined in Article 108. An associate faculty member shall be granted Re-Employment Preference when three (3) consecutive appraisals indicate Satisfactory performance as confirmed by the Vice President of instruction.

100.10.1.3 The Offices of Instruction shall keep records of associate faculty with and moving toward REP-1 and REP-2 status. These lists will be made available to the Offices of Human Resources, each Department Chair, Division Dean, and Executive Director and President of WVMFT, AFT 6554 within the first four weeks of Fall and Spring semester. These lists shall contain dates of hire, date REP-1 or REP-2 was granted, date of first assignment, semesters served with REP-1, and REP-2 status. Requested corrections to the draft lists for Fall and Spring must be received by Human Resources no later than October 15 for the Fall list and February 15 for the Spring list. Human Resources will review any requested revisions and issue final REP lists no later than November 15 and April 15 respectively. Department Chairs and Division Deans are responsible for utilizing these lists in the advancing of associate faculty through the levels of pre-REP, REP-1, and REP-2.

100.10.1.4 If an associate faculty member has received two (2) Satisfactory appraisals within four (4) semesters, and the 3rd appraisal is not completed prior to the commencement of the subsequent semester, the member shall be deemed to have received a third positive appraisal for the purpose of calculating REP eligibility.

When an associate faculty member’s first or third semester appraisal is not conducted because the associate faculty member’s level of absence was so
significant that it precluded appraisal, the appraisal shall be conducted in the
next semester that the member works, and the timeline toward REP adjusted
accordingly in the Department, Division, Office of Instruction and Human
Resources records of REP lists.

100.11 **Application of Re-Employment Preference**

Once an associate faculty member has been granted Re-Employment Preference, he/she shall have preference for part-time assignments under the
criteria outlined in Article 100.8 and 100.9.

Assignment of associate faculty members shall always be secondary to the
assignment of a contract, regular, or emeritus member.

Once Re-Employment Preference has been granted, ongoing appraisal of
performance shall then occur every six (6) semesters in accordance with the
provisions of Article 108.

100.11.1 **Loss of Re-Employment Preference**

Associate faculty members shall retain Re-Employment Preference as long as
they continue to satisfactorily perform their responsibilities and continue to
accept regular assignments.

REP shall not be withdrawn if the associate faculty member’s services are
terminated for lack of enrollment, discontinuance of service due to a reduction
in force or other absence which is not considered a break in service pursuant
to applicable law, except that which exceeds two years.

REP status shall be withdrawn if:

1. The associate faculty member refuses an entire assignment twice during
   three consecutive calendar years unless the assignment is refused because
   of compelling personal reasons, such as pregnancy, birth of a child, or
   serious illness. The acceptance of another work assignment shall not be or
   considered a compelling personal reason. A new three-year cycle begins
   after the second refusal. Acceptance of a partial assignment, with approval
   of the Division Dean, shall allow the associate faculty member to maintain
   their REP status.
2. The associate faculty member’s appraisal outcome is Needs-to-Improve two times. An appraisal must be performed the semester after an associate receives a Needs-to-Improve.

3. The associate faculty members’ appraisal is Unsatisfactory.

4. The associate faculty member is the subject of discipline, other than dismissal, for serious misconduct in violation of Education Code Section §87732 that has been sustained through the applicable discipline process.

100.11.2 Resolution of Disputes

No grievance may be filed or processed in regard to Article 100.9 other than the failure to follow established processes.

100.12 Summer and Winter Session Assignments

New associate faculty or those associate faculty in Satisfactory status may elect, with the approval of the appropriate Department Chair and Division Dean, to teach Summer or Winter Session classes. Regular and contract members in Satisfactory status shall be given preference over associate faculty members in the assignment of Summer or Winter Session classes in their department.

Summer and Winter Session teaching assignments are made by the Department in consultation with the Division Dean and with the consent of the member. The maximum summer load shall not exceed .67 for any combination of courses or sessions. The maximum Winter Session load for all associate faculty shall be a total of .400 for any combination of courses or sessions. No exceptions to these load limitations shall be made.

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

100.13 Contract/Tenure Track Employment Opportunity

This section shall reopen once the District completes and the State Chancellor’s office approves a new Equal Employment Opportunity Plan.
ARTICLE 101

Associate Member Compensation

101.1 Associate members shall be paid in accordance with the Associate Faculty Salary Schedules, which shall be updated as the result of any negotiated agreement (See Appendix BB). The Associate Faculty Salary Schedule is currently based on Column B (to include Steps 15, 18, and 21) of the Full-time Academic Salary Schedule and any parity adjustments negotiated between the District and WVMFT, AFT 6554.

Effective June 30, 2019, or upon adoption of a successor to the 2018-2019 Agreement, whichever is later, the Associate Faculty Salary Schedule will prospectively include Columns C, D, E, and F with the same verification requirements and guidelines for movement across columns as full-time faculty. The wage enhancements resulting from this column movement shall be paid out of any wage increase negotiated for the 2019-2020 fiscal year.

During the 2018-19 Academic Year, determination of column placement for associate members shall occur as follows:

1. No later than December 31, 2018, associate faculty members who worked during the Fall 2018 semester, and/or who have load scheduled for the Spring 2019 and/or Fall 2019 semesters may submit the requisite documentation to Human Resources for placement on Columns C, D, E, or F. Associate faculty are subject to the same documentation and verification requirements as full-time faculty. Members who do not provide any documentation by the December 31, 2018 deadline will be placed at Column B.

2. No later than March 31, 2019, the District shall provide the WVMFT, AFT 6554 with its initial determination of column placement for all. Associate members who worked in Fall 2018 and/or have load scheduled for Spring or Fall 2019.

3. No later than April 30, 2019, the WVMFT, AFT 6554 will submit any requests for correction to the column placement of individual associate members. Requests for correction shall not include requests to consider information that the member failed to provide by the December 31, 2018 deadline.
4. The District shall review any requests for adjustment, and no later than May 30, 2019, issue the final column placements for all faculty who worked in the Fall 2018 semester and/or had load scheduled in the Spring and/or Fall 2019 semesters.

Current associate faculty members who did not work in Fall 2018-Fall 2019 may submit documentation to support a change of column placement at the time of their next assignment. The documentation will be reviewed in the same manner as full-time faculty. Members who do not provide any documentation will be placed at Column B.

Newly hired associate faculty may submit documentation to support a placement on Columns C, D, E, or F at the time they are hired. The documentation will be reviewed in the same manner as full-time faculty. Newly hired associate members who do not provide any documentation will be placed at Column B.

2018-2019
Effective the first pay period following Board approval of the Tentative Agreement, the Associate Faculty Salary Schedule will be adjusted to reflect any negotiated salary increase on the Full-time Academic Salary Schedule.

101.2 Compensation for Substitute Service

There are times when it is necessary to provide coverage for a class or service due to faculty absence. For absences of one week or less, two alternative methods are available:

A. The absent faculty member may arrange with another full-time faculty member or associate faculty member with the appropriate Minimum Qualifications in the applicable FSA to cover the class(es) for compensation. The substituting member shall be paid at the appropriate rate on the Associate Faculty Salary Schedule C and the absent member shall have the appropriate amount of sick leave deducted from his/her accumulated sick leave. The Department Chair and Division Dean must be notified prior to the substitute rendering service. Failure to provide prior notice shall result in the substitute not being paid. Absence and substitution forms must be submitted together to the Division Dean or supervising administrator.
OR

B. The absent faculty member may arrange with another full-time faculty member or associate faculty member with the appropriate Minimum Qualifications in the applicable FSA to cover the class(es) in exchange for future reciprocal substitution. This agreement is between the individual faculty members. The absent member shall not have sick leave deducted; the substituting member shall not receive compensation. The District has no liability for payment of this debt nor any obligation to enforce an agreement between faculty members. No absence or substitution forms are required; however, the absent faculty member shall notify his/her Department Chair or supervising administrator in writing in advance of the effective date(s) of absence and substitution arrangements.

For any absences exceeding one week, arrangements for substitution shall be made through the Division Dean with notice to the Office of the Vice President of Instruction.

101.3 Associate Faculty Parity

1. Definition of Parity

The total compensation of full-time faculty includes salaries (paid on the Full-Time Academic Salary Schedule) and health benefits. Parity in compensation for associate faculty members shall be defined as follows:

88% of Full-Time Academic Salary Schedule (Columns A-F) PLUS 88% of the average composite health benefit premium of full-time faculty. The form which this compensation shall take shall be the subject of negotiations.

2. Current Parity

Effective July 1, 2018, parity shall be increased from 75% to 77%.