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3 **Tentative Agreement Between the**
4 **Coast Community College District to the**
5 **Coast Community College Association-California Teachers Association/National Education**
6 **Association**

7
8 August 31, 2021 - DRAFT

9
10 **Successor Collective Bargaining Agreement**

11 The Coast Community College District, and the Coast Community College Association-
12 California Teachers Association/National Education Association (“CCA”), herein referred to
13 collectively as “Parties,” hereby enter into a tentative agreement regarding their July 1, 2021 to
14 June 30, 2024 successor collective bargaining agreement as described herein. Except as set forth
15 in this Tentative Agreement, all provisions of the Parties’ 2018-2020 collective bargaining
16 agreement will remain the same in the successor collective bargaining agreement.
17

18 **Article X. Evaluation Procedures, Section 10.19 Forms**

19 The Parties hereby agree that, effective July 1, 2021, Appendix “B” shall be replaced in its entirety
20 with the forms attached hereto as Exhibit “A.”
21

22 In order to maintain a common reference for evaluation forms within the District across bargaining
23 groups, Appendix “B” of the Parties’ successor collective bargaining agreement shall contain only
24 Appendices “B-2,” “B-2a,” “B-3,” “B-4,” “B-5,” “B-6,” “B-6a,” “B-7,” “B-11,” “B-12,” “B-13,”
25 “B-14,” “B-15,” and “B-16” as attached hereto as Exhibit “A.”
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28 **Article XV. Scheduling, Section 15.2 Part-Time Faculty Priority Assignments**

29 The Parties hereby agree to replace Section 15.2 and 15.2.a through 15.2.f in its entirety with the
30 following language.
31

32 **Section 15.2 Part-Time Faculty Priority Assignments**

- 33
34 (1) The intent of establishing Part-Time Faculty Priority Assignments is to provide a degree
35 of rehire security to part-time faculty members who have had an ongoing history of
36 satisfactory evaluations, **who consistently comply with Board policies and procedures,**
37 **and who have successfully demonstrated their ability to meet the professional**
38 **obligations of a part-time faculty member.** Priority assignments are for the Fall and
39 Spring **semesters** terms only. ~~Part-time priority assignment rights shall be implemented~~
40 ~~in the 2018-2019 academic year. Both parties agree to reopen this article no later than the~~
41 ~~Spring 2019 term and assess any related impacts including but not limited to workload for~~
42 ~~faculty schedulers using the Priority Assignment List (PAL), program design, and the ease~~
43 ~~and accessibility of the data needed to support the Priority Assignment List (PAL).~~
44
45 (2) The District shall create ~~an~~ annual Priority Assignment Lists (“PAL”) to be provided to
46 all department chairs/schedulers by the fifth Monday of the Spring semester to be used for

47 assigning part-time faculty for the following academic year. The purpose of the PAL is to
48 provide a stable minimum LHE or service hours based on length of satisfactory service to
49 the College. Placement on the PAL does not guarantee an assignment or specific courses.
50 Assignments are based upon the overall availability of classes or service hours which
51 could be increased or reduced at any time due to fiscal constraints, the hiring of full-time
52 faculty within the discipline, or other provisions as outlined within this Article.
53

- 54 (3) In order to provide timely placement on the PAL, evaluations must be completed during
55 the first and fourth term of employment, and every six semesters thereafter. Evaluations
56 of part-time faculty may also occur otherwise as needed at the discretion of the Dean or
57 Department Chair.
58

59 Section 15.2.a Eligibility

- 60
- 61 (1) Part-time faculty will be eligible to be placed on the PAL after they have completed six
62 ~~(6)~~ semesters (Fall/Spring) of service within a four-year ~~(4)~~ period within a specific
63 discipline, ~~and whose~~ **if their** most recent evaluation has been satisfactory within those
64 ~~four (4) years~~ **six semesters** at a particular College. ~~; will become eligible to be placed~~
65 ~~on the PAL in that discipline.~~
66
- 67 (2) ~~Current part time faculty members who have not completed six (6) semesters of service~~
68 ~~within a four (4) year period within a specific discipline and whose most recent~~
69 ~~evaluation at a particular college has been satisfactory, will become eligible to be placed~~
70 ~~on the PAL in that discipline at that College once they have completed their sixth (6th)~~
71 ~~semester.~~
72
- 73 (3) **(2)** Semesters of service worked in a temporary full-time contract will accrue toward
74 PAL eligibility.
75
- 76 (4) ~~Current part time faculty members who have completed six (6) or more semesters of~~
77 ~~service within a four (4) year period within a specific discipline and whose most recent~~
78 ~~evaluation at a particular college has been satisfactory will become eligible immediately~~
79 ~~to be placed on the PAL in that discipline at that College.~~
80
- 81 (5) ~~Part-time faculty members who are currently in their sixth (6th) semester at the time that~~
82 ~~this agreement goes into effect and have not received an evaluation will be given an~~
83 ~~evaluation within one semester of this agreement.~~
84
- 85 (6) **(3)** Part-time faculty members working a consistent pattern of one term per academic
86 year will be eligible for placement on the PAL after completion of four (4) semesters
87 within a four (4) year period within a specific discipline and whose most recent
88 evaluation at a particular college has been satisfactory. Faculty members in this category
89 must have two (2) evaluations on file, with the most recent evaluation being satisfactory,
90 before becoming eligible for placement on the PAL.
91

- 92 (7) ~~(4)~~In addition to the eligibility requirements in sections 1-~~46~~ above, maintaining
93 eligibility on the PAL also requires completion of two hours of District mandated online
94 or in-person training once every two years. The mandated training will be provided by
95 the District and related to Unlawful Discrimination Prevention, Sexual Harassment
96 Prevention, and/or Title IX.
97
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100 **Section 15.2.b. Initial Determination of Ineligibility**

101

- 102 (1) Part-time faculty members whose most recent evaluation is unsatisfactory shall not be
103 placed on the PAL. These faculty members may request a meeting with the evaluator **Dean**
104 to discuss the evaluation in accordance with Article X, Section 10.13.
105
106 (2) Part-time faculty members who receive a Needs to Improve rating on their most recent
107 evaluation shall be **removed from the PAL, and a follow-up evaluation will be**
108 **conducted in accordance with Article X, Section 10.14.** ~~assigned no more than one~~
109 ~~section or no more than 6.75 hours per week for the following semester, and a follow-up~~
110 ~~evaluation will be conducted in accordance with Article X, Section 10.14. Faculty~~
111 ~~receiving a Needs Improvement rating will be reevaluated before determination of PAL~~
112 ~~eligibility.~~
113
114 (3) Part-time faculty members with fewer than **six** ~~four (4)~~ semesters (Fall/Spring) at **a**
115 **particular** ~~one~~ College within a four-year period, ~~or who have not completed two (2) of~~
116 ~~those semesters within the last 2 years,~~ shall not be placed on the PAL.
117
118 (4) **Part-time faculty who have not taught in the discipline for over 15 months shall not**
119 **be placed on the PAL.**
120
121 (5) Managers will not be placed onto the PAL but may be considered for assignments after
122 PAL assignments have been offered.
123
124 (6) Classified employees, who taught as part-time faculty for the District prior to November 1,
125 2017, and who also meet the eligibility requirements outlined herein, will be eligible for
126 placement onto the PAL. Classified employees meeting these conditions will also receive
127 Eligibility Credit* towards their PAL placement for the Fall 2018 and Spring 2019
128 semesters. Classified employees, who had not taught as part-time faculty for the District
129 prior to November 1, 2017 will not be placed onto the PAL but may be considered for
130 assignments after all PAL assignments have been offered.

131 *Eligibility Credit is defined as the average LHE worked by the classified employee
132 over the number of primary semesters taught since Fall 2015.
133

134 **Section 15.2.c Initial Placement**

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- 136 (1) There is a separate PAL for each College. PAL placement is based on the first day of work
137 in an academic semester as a part-time faculty at that College.

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(2) Part-time faculty who teach or provide service hours at more than one College will be placed on the PAL based on their first date of work at that College.

(3) Part-time faculty hired on the same date, in the same discipline, at the same College shall have their order on the PAL set by lottery.

Section 15.2.d Load Determination

(1) Minimum Eligible Load (“MEL”) refers to the number of LHE or service hours for initial placement and does not guarantee specific courses.

(2) MEL shall be:

- (a) **One** section or 6.75 service hours for part-time faculty members who have taught **six** LHE or less for at least four of the last eight semesters within a discipline (with at least two of those semesters worked during the last two years); or
- (b) **Six** LHE or 13.5 service hours for part-time faculty members who have taught **six** LHE or more for at least four of the last eight semesters within a discipline (with at least two of those semesters worked during the last two years); or
- (c) Part-time faculty members working a consistent pattern of one semester per academic year will be eligible for a MEL (under the provisions of 2.a and 2.b above) only in **semesters** ~~terms~~ consistent with that pattern.

(3) Process:

- (a) Step one: The Dean or designee shall assign MEL to part-time faculty in order of their placement on the PAL and the part-time faculty’s stated availability.
- (b) Step two: Part-time faculty have one week to accept all or part of their assignment. Failure to accept an assignment within the one week may result in the loss of offered LHE or service hours.
- (c) Step three: All unassigned LHE or service hours shall be assigned by the area Dean or designee with consideration given to faculty on the PAL.

(4) Assignments may be based on the following:

- (a) Class or service type/modality (including but not limited to online, hybrid, on-campus, and dual enrollment).
- (b) Availability of the part-time faculty to teach the course or provide the service.
- (c) Expertise:
 - i. Instruction: recency, subject matter, and course content
 - ii. Services: recency and areas of specialization (including special populations).
(Expertise is a standard which exceeds minimum qualifications)
- (d) Fulfillment of the College’s online teaching requirements.

- 184 (e) Adherence to professional responsibilities as outlined in the evaluation process and
185 forms (Appendix “B”).
186 (f) Maintaining an Open Educational Resource ~~OER~~ course.
187

188 **Section 15.2.e Part-Time Preferences** 189

- 190 (1) Part-time faculty shall be given no less than two ~~(2)~~ weeks to provide their scheduling
191 preferences which should include day and time of availability, course preferences,
192 specialized expertise, and delivery mode.
193
194 (2) Every effort shall be made to notify the part-time faculty member of their tentative
195 assignment no later than two ~~(2)~~ weeks prior to the end of the preceding semester. The
196 administrator will consult with the faculty member as soon as possible before a change is
197 made. Exceptions to this notification process may occur and are not subject to the grievance
198 process.
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200 **Section 15.2.f Bumping** 201

202 Part-time faculty may be bumped in the event that a full-time faculty member cannot
203 make their base load.
204

205 **Section 15.2.g Removal from the PAL** 206

207 **The District retains the right to remove any part-time faculty member from the PAL should**
208 **just cause exist to do so, including, but not limited to, inability to meet professional**
209 **obligations, inability to comply with contractual obligations, or inability to comply with**
210 **District Board policies and procedures. Before any part-time faculty member is removed**
211 **from the PAL, the Division Administrator and the CCA President shall be notified. The**
212 **reasons for the decision to remove a part-time faculty member from a PAL may not be**
213 **arbitrary or capricious and shall be provided in writing to the part-time faculty member**
214 **upon request with a copy to the Association.**
215

216 **Section 15.2.h Statutory Requirements** 217

218 **Part-time faculty members are “temporary employees” as a matter of law, and Education**
219 **Code Section 87665 applies to their employment.**
220

221 ~~Part-time Faculty Members who have been employed for eight (8) consecutive semesters or~~
222 ~~more at one specific CCCD college (GWC, OCC, or CCC) and whose two most recent~~
223 ~~evaluations exhibit an overall summary of “satisfactory” shall be given first consideration of~~
224 ~~assignment for the class or classes in their discipline currently taught by them. Because of full-~~
225 ~~time contractual provisions related to overload, **as defined in the collective bargaining**~~
226 ~~**agreement between the District and the Coast Federation of Educators**, a full-time Faculty~~
227 ~~Member may assume the class or classes of a part-time Faculty Member provided those are~~
228 ~~classes which the full-time Faculty Member regularly teaches. Further, because of cancellation or~~
229 ~~reduction of a fulltime Faculty Member’s load, the full-time Faculty Member may assume the~~

230 class or classes of a part-time Faculty Member provided those are classes for which the full-time
231 Faculty Member is qualified to teach according to his/her **Faculty Service Area FSA**.
232 Scheduling decisions shall be made taking into consideration the needs of the college,
233 instructional programs, staff and students.

235 (a) ~~“first consideration” means the part-time Faculty Member’s requests will be
236 considered before considering others in developing the final schedule.~~

237 (b) ~~For purposes of defining a class in this section, a “class (es)” is a section determined
238 by the method of delivery: face-to-face, hybrid, 8-week online, and 16-week online, for
239 example, are different classes of the same course.~~

240 (c) ~~“overload” shall have the same meaning as used in the CFE Collective Bargaining
241 Agreement.~~

242
243 **Article XI. Compensation, Section 11.1 Salary Schedule and Appendix “C”**

244 The Parties hereby agree to replace Section 11.1 in its entirety with the following language.
245 Additionally, the Parties hereby agree that, effective July 1, 2021, the “BB” Salary Schedule in
246 Appendix “C” shall be replaced with the “BB” Salary Schedule attached hereto as Exhibit “B.”

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249 **Section 11.1. Salary Schedule**

250 The Part-Time Instructor, Counselor, and Librarian “BB” Salary Schedule is set forth in
251 Appendix “C.” Beginning July 1, 2013, and continuing thereafter, each step in the Part-Time
252 Instructor, Counselor, and Librarian “BB” salary schedule (Appendix “C”) shall be increased
253 each fiscal year after adoption of the State budget by an amount equal to the percentage increase
254 received by the District from the State as its funded Cost of Living Adjustment (COLA).

255
256 **Effective July 1, 2021, the “BB” salary schedule (Appendix “C”) shall be expanded to 15**
257 **steps. Steps 8 and 9 shall be the same as Step 7 from the 2019-2020 “BB” salary schedule.**
258 **Steps 10 through 14 shall be the value of Step 9 plus 6.5% based on the 2019-2020 “BB”**
259 **salary schedule. Step 15 will be the value of Step 14 plus 6.5% based on the 2019-2020**
260 **“BB” salary schedule.**

261
262 In addition, beginning on July 1 during each fiscal year of this Agreement, the Part-Time
263 Instructor, Counselor, and Librarian “BB” salary schedule shall be increased as follows:

264
265 ~~2018-2019 1.0%~~

266 ~~2019-2020 1.0%~~

267
268 ~~Effective 7/1/19, step 7 will be added to the “BB” salary schedule as follows:~~

269 ~~*DRAFT 2019-2020 Academic Year: Based on proposed 3.46% COLA + 1.0% increase =~~
270 ~~4.46% Estimation~~

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272 **Section 11.16**

273 **Part-time faculty are “exempt” employees under Labor Code Section 515.7(a)(2)(C), and**
274 **therefore shall not be entitled to any overtime compensation for part-time faculty work.**

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Article XX. Length of Agreement

The Parties hereby agree to replace Article XX in its entirety with the following language.

This Agreement shall become effective **July 1, 2021**, ~~upon ratification~~, except as specifically stated otherwise, and shall continue in effect, up to and including ~~June 30, 2020~~ **June 30, 2024**.

The District and CCA ~~the Association~~ **the Association** have agreed that either ~~Party~~ **Party** may request to reopen up to ~~two~~ **one non-economic Article in each of the 2021-2022 and 2022-2023 fiscal years as well as any other Articles which may be mutually agreed upon.** ~~Articles during each year of this agreement~~ **In the 2023-2024 year, either Party may request to reopen up to two Articles of their choice** as well as any other ~~Articles~~ **Articles** which may be mutually agreed upon.

Robin Devitt, CCA Chief Negotiator/Date

Crystal Crane, District CCA Chief
Negotiator/Date

Lynn Buller, CCA President/Date

Dr. Marco Baeza, Vice Chancellor, HR/Date

Jim Moreno, Board President/Date