

**PFF COUNTERPROPOSAL #3- 10/1/19**  
**ARTICLE 20 - WORKING CONDITIONS**

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*10/1/19* *Pheno*

20.1 Reimbursement for Personal Property

The District shall reimburse a faculty member for any verified loss, damage or destruction of a faculty member's personal property suffered through no fault of the District while the faculty member was acting within the scope and course of employment. Reimbursement shall be subject to the following conditions:

*TRC*  
*Sub J/B*  
*10/1/19*

- 20.1.1 The value of the personal property is more than fifty dollars (\$50) and the faculty member took reasonable precautionary steps to protect the personal property. The maximum reimbursement for the loss, damage or destruction of any item used without prior approval is seven hundred fifty dollars (\$750).
- 20.1.2 Reimbursement for any vehicle is strictly limited to actual use during the faculty member's scope and course of employment and not while the vehicle is simply parked at a facility of the District.
- 20.1.3 The total reimbursement to all faculty members in the bargaining unit for all verified loss, damage or destruction of personal property in any fiscal year (July 1 through June 30) shall be strictly limited to twenty-five thousand dollars (\$25,000).
- 20.1.4 A written request for reimbursement must be filed by the faculty member with the District Business Office no later than thirty (30) calendar days after the loss, damage or destruction of the faculty member's personal property. The faculty member shall submit evidence of the loss, damage or destruction of the personal property, and the burden of proof in all cases shall be with the faculty member seeking reimbursement
- 20.1.5 Reimbursement for any verified loss, damage or destruction of personal property shall be provided by the District only when prior written approval for the use of personal property in the scope and course of their employment has been approved by the Dean or other management employee directly responsible for the faculty member. All such prior approval shall be in writing. Exceptions to such prior written approval are limited to vehicles, hand-held electronic devices, cellular telephones, personal data assistants and tablets (such as the iPad), purses, briefcases, eyeglasses, watches and articles of clothing worn or carried by faculty members. Prior written approval is necessary for all computers and related equipment, VCRs, DVDs, Blu-ray players, and related equipment. Prior written approval may be canceled at any time in writing by giving the faculty member written notice seven (7) calendar days prior to the cancellation.

- 20.1.6 If a faculty member receives any payment from an insurance carrier for any loss, damage or destruction of personal property, any District reimbursement for that property under this Article shall be reduced by the amount of that payment. If the insurance payment is received after the District has reimbursed the faculty member, the faculty member shall refund to the District a sum equal to the insurance payment. Such a refund shall not exceed the actual reimbursement made by the District. The District shall have all rights of subrogation and the faculty member shall fully cooperate with the District in pursuing such rights.
- 20.1.7 These provisions shall not restrict a faculty member from bringing personal property onto the property of the District at the faculty member's own risk, and shall not restrict a faculty member from using personal property at his/her own risk during the course and scope of employment.
- 20.1.8 The District shall reimburse for the actual value of the item up to the maximum allowable amount. However, the District may instead choose to reimburse on the basis of reasonable repair cost if it is economical and feasible to do so, and if the repair cost does not exceed the maximum allowable reimbursement.

## 20.2 Transfer

A "transfer" for purposes of this Article is a movement of a tenured (regular) and/or probationary (contract) faculty member from one department to another department within the District.

### 20.2.1 Voluntary Transfer: Full Load

20.2.1.1 At any time, a tenured (regular) and/or probationary (contract) faculty member may request in writing a voluntary reassignment to a vacant or new position. The request shall be submitted to the Assistant Superintendent/Vice President for Human Resource Services. The District will consider any such written request as long as the faculty member meets the minimum requirements for the vacant or new position sought, possesses the Faculty Service Area (FSA) for the vacant or new position sought, and has not received a *Substandard Performance* or *Unsatisfactory* evaluation within the last five (5) years. A vacant or new position will normally be advertised no fewer than ten (10) calendar days.,

20.2.1.2 The following individuals and groups must approve a voluntary transfer: the affected Vice President(s), the

affected Dean(s) or first-level educational administrator(s) in charge of the departments, the affected Department Chairs, and a majority of the tenured and tenure-track faculty in the department(s) affected by the transfer. Following notification of the request for transfer, the affected departments will have 30 calendar days to approve the request.

20.2.1.3 The District retains the right to deny any request for a voluntary transfer and reserves the right to employ a new faculty member for any vacant or new position.

20.2.1.4 If requested by a faculty member, a conference will be held with the affected Vice President(s) to discuss the reason(s) for the denial of the faculty member's request for a voluntary transfer. A PFF representative also may attend such conference at the request of the faculty member.

#### 20.2.2 Voluntary Transfer: Shared Voluntary Transfer, 50/50 Load

20.2.2.1 At any time, tenured (regular) faculty members may request in writing a voluntary shared reassignment to a vacant or new position. The request shall be submitted to the Assistant Superintendent/Vice President for Human Resource Services. The District will consider any such written request as long as the faculty members meet the minimum requirements for the vacant or new position sought, possess the Faculty Service Area (FSA) for the vacant or new position sought, and have not received a *Substandard Performance* or *Unsatisfactory* evaluation within the last five (5) years. A vacant or new position will normally be advertised no fewer than ten (10) calendar days.

20.2.2.2 The following individuals and groups must approve a voluntary transfer: the affected Vice President(s), the affected Dean(s) or first-level educational administrator(s) in charge of the departments, the affected Department Chairs, and a majority of the tenure and tenure-track faculty in the department(s) affected by the transfer. Following notification of the request for transfer, the affected departments will have 30 calendar days to approve the request.

20.2.2.3 The District retains the right to deny any request for a voluntary transfer (shared load) and reserves the right to employ a new faculty member for any vacant or new position.

- 20.2.2.4 If requested by the faculty members, a conference will be held with the affected Vice President(s) to discuss the reason(s) for the denial of the faculty members' request for a voluntary transfer. A PFF representative also may attend such conference at the request of the faculty member.
- 20.2.2.5 Faculty sharing an assignment with a 50/50 split load will have a primary department and a secondary department designation. The senior faculty member will choose his or her primary department with the mutual agreement of the departments involved. For the purpose of this section, the primary department will be responsible for all administrative details relating to employment and divisional representation.

### 20.2.3 Administrative Transfer

- 20.2.3.1 An administrative transfer is initiated by the Dean or first-level educational administrator directly responsible for a tenured (regular) and/or probationary (contract) faculty member. An administrative transfer will not take place unless the faculty member meets the minimum requirements for the targeted position and possesses the Faculty Service Area (FSA) for the targeted position.
- 20.2.3.2 An administrative transfer shall be determined by the affected Vice President(s) after consultation with the affected Dean(s) or first-level educational administrator(s) in charge of the departments, and after consultation with the affected Department Chairs.
- 20.2.3.3 If requested by a faculty member, a conference will be held with the affected Vice President(s) to discuss the reason(s) for the administrative transfer. A PFF representative also may attend such conference at the request of the faculty member.

## 20.3 Mileage and Parking Reimbursement

The District shall reimburse a faculty member for mileage and parking fees only when the faculty member must use his/her personal vehicle while acting within the scope and course of employment and prior approval was granted by the first-level administrator. Reimbursement shall be subject to the following conditions:

- 20.3.1 Mileage reimbursement shall be at the prevailing rate allowed by the Internal Revenue Service as reimbursable expense.

- 20.3.2 Reimbursement shall be granted only after presentation of a written claim and verification on forms prepared by the District.
- 20.3.3 In no case shall reimbursement be granted for mileage between the faculty member's residence and the District work locations of the faculty member. Mileage reimbursement shall be made for trips within a single day between two (2) or more work sites of Palomar College when such travel is due to a split faculty assignment. First-level administrator must approve all mileage reimbursement requests.
- 20.3.4 When more than one (1) faculty member must travel while acting within the scope and course of employment in performance of assigned duties, the minimum number of vehicles consistent with safety and economy must be used, and only the faculty member(s) who must use a personal vehicle shall receive reimbursement.

#### 20.4 Removal of District Equipment

A faculty member may remove District-owned equipment from the premises of the District or the location where the equipment normally is used by the District only when such equipment is necessary in the performance of assigned duties and when the form Removal Request of District-Owned Property has been fully completed. The prior written approval may be canceled at any time in writing, and if this cancellation occurs, the faculty member will immediately return the District-owned equipment to the location at the District where the equipment is normally used.

#### 20.5 Faculty Parking

The District shall provide parking at the campus in San Marcos and at other Palomar College sites for all faculty members at no charge on a first-come/first-served basis and without any designated parking spots or areas. The PFF agrees that the District is not liable for vehicles owned or operated by faculty members parked at District facilities, and the District is not liable for any personal property of faculty members in vehicles owned or operated by them.

#### 20.6 Prohibited Use of District Property

Except as provided in Article 25 of this Agreement, faculty members shall not use District facilities, grounds, equipment, supplies, utilities, or vehicles for any personal profit-making or personal entrepreneurial purpose without the prior express written permission of the Assistant Superintendent/Vice President for Human Resource Services.

## 20.7 Office Space

- 20.7.1 The District shall provide full-time faculty with a lockable office equipped with a telephone, computer, lockable files, desk, chairs, bookshelves, and email/internet access. The office shall meet the Chancellor's Office standards. Bookshelves shall meet federal and state standards for earthquake safety.
- 20.7.2 The District recognizes the need for office space for part-time faculty to meet with students. Adequate furniture, telephones and computers will be made available by the District within such common office space. Part-time faculty members, upon their request, shall be provided access to voicemail and email privileges during any semester they have an assignment.
- 20.7.3 The District will make available a minimum of 1200 square feet of office space for part-time faculty members in the Natural Science Building on the San Marcos campus, and a comparable, proportionate, and adequate office space for use by part-time faculty members at each of the other District campuses and educational centers.
- 20.7.4 In order to meet the need for effective office space for part-time faculty, the District and the PFF are committed to continued collaborative work to identify the needs for additional office space for part-time faculty.
- 20.7.5 When the need for additional office space has been agreed upon, all office space allocations will follow the guidelines of the Division of State Architects with regard to qualifying District facility construction for state funds.
- 20.7.6 The District will provide appropriate reasonable accommodations for lactation to all faculty members at all District worksites, including a private place to pump or nurse (that is not a restroom) with electric outlets and seating, and access to a sink and refrigeration/storage for pumped milk. in close proximity to the faculty member's primary workspace.

## 20.8 Monitoring of Work Spaces and Communications

- 20.8.1 The District shall not monitor electronic transmissions (e.g. view, copy, or confiscate any electronic file) for their content unless required to do so under court order or a legally enforceable subpoena, or other serious, emergent situation requiring immediate action. The District may monitor use patterns and costs in a bona

fide criminal investigation.

- 20.8.2 All work spaces shall be free from eavesdropping devices, whether mechanical or electronic, unless all faculty member(s) affected give explicit consent to such eavesdropping. For the purposes of this Article, eavesdropping shall include recording, photographing, observing and/or listening.
- 20.8.3 The District shall not use any technology related to parking enforcement or campus safety (i.e. license plate readers or cameras) to monitor faculty whereabouts, locations, or hours spent on campus.
- 20.8.4 Neither this Section nor the associated procedures for its implementation shall be construed in any way to restrict Constitutional guarantees of free expression and the exchange of ideas.

## 20.9 Support Services

Support services shall be provided for all faculty members during normal business hours.

## 20.10 Re-Employment Preference for Part-Time Faculty

### DEFINITIONS:

**INSTRUCTIONAL BASE LOAD:** the average of ~~units~~ contact hours taught as a part-time instructor since date of part-time hire by the District (not including summer or intersessions). This number is individual per part-time faculty member, per department, and changes each year. In multidisciplinary departments the Department Chair or designee will be responsible for indicating the appropriate discipline per faculty member. Due to data limitations, this base load will be calculated from Fall 1999 on. ~~Example: 24 units divided by 6 semesters since hire = 3.5 units → 3 units or 4 units (rounded to accommodate department class unit structure).~~ The intent is to be as close to the base load as possible and practicable.

**NON-INSTRUCTIONAL/NON-CREDIT BASE LOAD:** 75% of the average of hours worked/taught per month as a part-time faculty member since the date of part-time hire by the District. This number is individual per part-time faculty member and changes each year. This calculation is based on the fact that credit load is 15 hours and non-credit load is 20 hours, therefore the ratio is 75%. Due to data limitations, this base load will be calculated from Fall 1999 on. ~~Example: 61 hours worked/taught in the first month, 54 hours worked in the second~~

month, 70 hours worked/taught in the third month = 185 hours divided by 3 = 61.667 → 62 hours (rounded up to closest whole hour).

**NON-INSTRUCTIONAL BASE LOAD:** The average of hours worked/taught per month as a part-time faculty member since the date of part-time hire by the District. This number is individual per faculty member and changes each year. Due to data limitations, this base load will be calculated from Fall 1999 on. (Example: 61 hours worked/taught in the first month, 54 hours worked in the second month, 70 hours worked/taught in the third month = 185 hours divided by 3 = 61.667 → 62 hours (rounded up to the closest whole hour))

**INTERRUPTION OF SERVICE:** A break in service of 3 consecutive semesters (not including summer or intersessions) or more, for any reason excluding class cancellations or reassignment of accepted courses to full-time faculty.

**INSTRUCTIONAL/NON-CREDIT PRIORITY NUMBER (PN):** calculated by multiplying the number of fall and spring semesters taught as a part-time faculty member since date of hire, without interruption of service, by the total number of units taught during all fall and spring semesters since date of hire. Due to data limitations, the PN will be calculated from Fall 1999 on. This number is individual per part-time faculty member, per discipline, and changes each year. Example: Hire Date = Fall 2017. Taught Fall 2017 (9 units), Spring 2018 (6 units), Summer 2018\* (6 units), Fall 2018 (3 units) = 3 semesters taught x 18 units taught = PN of 54. \*Summer does not factor into PN calculation.

**NON-INSTRUCTIONAL/NON-CREDIT PRIORITY NUMBER (PN):** calculated by multiplying the number of months worked/taught as a part-time faculty member since date of hire, without interruption of service, by the total number of hours worked/taught since date of hire. This number is individual per part-time faculty member and changes each year. Example: 61 hours worked/taught in the first month, 54 hours worked/taught in the second month, 70 hours worked/taught in the third month = 185 hours multiplied by 3 = PN of 555.

### **EXAMPLES:**

#### **Part Time Faculty Member A (all credit courses):**

Taught Spring 2016 (6 units or contact hours/week) Fall 2016 (9 units or contact hours/week), Spring 2017 (6 units or contact hours/week) Fall 2017 (9 units or contact hours/week), Spring 2018 (6 units or contact hours/week), Summer 2018\* (6 units or contact hours), Fall 2018 (3 units or contact hours) = 6 semesters taught. \*Summer does not factor into PN or Base Load calculations.

- PN Calculation : 39 units or contact hours taught x 6 semesters = PN of 234
- Base Load Calculation : 39 units or contact hours taught / 6 semesters =



Base Load of 6.5 contact hours/units

**Part Time Faculty Member B (all noncredit courses):**

Taught Fall 2016 (12 NC hours/week), Spring 2017 (10 NC hours/week) Fall 2017 (12 NC hours/week), Spring 2018 (10 NC hours/week), Summer 2018\* (6 NC hours/week), Fall 2018 (12 NC hours/week), Spring 2019 (10 NC hours/week) = 6 semesters taught. \*Summer does not factor into PN or Base Load calculations.

Because the full load for noncredit (20 hours) is different than the full load for credit (15 hours), the hours counted for PN and Base Load will use a 15:20 ratio. Each noncredit hour will count as 75% of a credit hour.

- PN Calculation : 66 noncredit hours taught x .75 = 49.5 contact hours taught x 6 semesters taught = PN of 297
- Base Load Calculation : 44 noncredit hours taught x .75 = 49.5 contact hours taught / 6 semesters = Base Load of 8.25 → 8 (round to closest whole hour)

**Part Time Faculty Member C (noncredit & credit assignments):**

Taught Fall 2016 (5 ~~units or~~ contact hours/week + 4 NC hours/week), Spring 2017 (3 ~~units or~~ contact hours/week + 6 NC hours/week), Fall 2017 (5 ~~units or~~ contact hours/week + 4 NC hours/week), Spring 2018 (3 ~~units or~~ contact hours/week + 6 NC hours/week), Fall 2018 (12 NC hours/week), Spring 2019 (10 ~~units or~~ contact hours/week) = 6 semesters taught. Total : 32 NC hours/week and 26 units or contact hours/week.

Because the full load for noncredit (20 hours) is different than the full load for credit (15 hours), the hours counted for PN and Base Load will use a 15:20 ratio. Each noncredit hour will count as 75% of a credit hour.

- PN Calculation : 32 noncredit hours taught x .75 = 24 contact hours taught + 26 units or contact hours = 50 total hours x 6 semesters taught = PN of 300
- Base Load Calculation : 32 noncredit hours taught x .75 = 24 contact hours taught + 26 units or contact hours = 50 total hours / 6 semesters = Base Load of 8.333 → 8 (round to closest whole hour)

Tentatively beginning for scheduling for the 2019-20 academic year, pPart-time faculty members who meet professional standards of performance and demonstrate a continuing commitment to the educational programs of Palomar College shall receive preferential consideration for continuing part-time assignments. This preferential consideration shall be based upon evaluations and their priority number (PN) as provided in this Section and paer Education Code 87482.3. The intent of SB 1379 is that part-time faculty will be offered 60-67% loads whenever practical. Current prioritization guidelines from the 2016-

~~17 Collective Bargaining Agreement will remain in place for scheduling purposes until full implementation of this process occurs.~~

20.10.1 To receive preferential consideration a faculty member must achieve a rating of *Standard Professional Performance* or *Standard Professional Performance* or better in two consecutive peer evaluations in a single discipline at Palomar College (as provided in Article 17); and teach six semesters in that discipline at Palomar College within the preceding six (6) consecutive academic years. The responsibility of ensuring timely evaluations, at least once every three years, rests with the department.

20.10.1.1 The priority number (PN) can change each year, and shall be determined by Human Resource Services, who will calculate the number of semesters since hire without interruption of service x the number of units taught. See definition above.

20.10.1.2 Initial eligibility for preferential consideration shall require a rating of *Standard Professional Performance* or better on two (2) consecutive peer evaluations in the discipline the faculty member is seeking an assignment. If the evaluations report is not completed and/or submitted to TERB in a timely manner, the faculty member will be considered to be of *Standard Professional Performance*.

20.10.1.3 A semester in which the faculty member declines or is not offered an assignment due to serious illness, or the serious illness or death of a child, parent, spouse or domestic partner, or other compelling reason, shall not cause that faculty member to be ineligible for preferential consideration. Written documentation shall be provided to the Department Chair stating the specific circumstances for requesting this exception. Part-time faculty members who decline or are not offered an assignment in these circumstances must notify the Department Chair in writing of their interest in being contacted for availability to teach in the subsequent semesters. The responsibility for notifying the Department Chair of interest to teach lies with the part-time faculty member.

20.10.2 A PN and base load for eligible faculty members shall be established and implemented for each discipline as determined within an academic department. It is the responsibility of Human Resource Services to maintain and regularly update the PN and base load for part-time faculty in the department and provide it to the Department Chair before

July 1 of each year. The department will inform part-time faculty members of their PN, ranking, and Base Load in each discipline in which they are eligible to teach before scheduling and staffing courses.

20.10.2.1 Initially, courses/hours will be offered to part-time faculty in order based on PN. The individual base load number of units/hours will be offered to each part-time faculty member in order of PN, based on available courses offered during the Fall and Spring semesters. Additional available units/hours will then be offered to part-time faculty who do not yet have preferential consideration (up to one assignment or .3 load per round of offers) at the department's discretion. Any courses or hours then available due to attrition or growth will be allocated to part-time faculty based on PN, with the intent of part-time faculty reaching 60-67% loads whenever practical.

Each semester, the department chair or discipline faculty scheduler may exclude the greater of: ten (10) percent of the total number of part-time assignments in the discipline (rounded to the nearest .20 FTE) OR one (1) course section OR eight (8) hours per week in a non-instructional area from being assigned using the parameters outlined in Article 20.10. In the event that the above exclusion results in excluding all available part-time assignments in a particular discipline, the above option is not available to the department chair. This exception is designed to provide flexibility for departments and part-time faculty, for example, in order to be able to provide SDICCA internship assignments. the express purpose of SDICCA internship assignments. Any additional exception must be mutually agreed upon by the department chair and dean. Any use of this exception must be mutually agreed upon by the department chair and the dean.

20.10.2.2 Departments or disciplines may have specific criteria exceeding standard department teaching requirements in order to maintain the academic integrity of their programs. All eligibility criteria for disciplines shall be determined by the full-time faculty members of the discipline and made available by the department upon request. Part-time faculty who have successfully taught a course for the District within the previous four semesters, having met the standard department criteria at that time, shall not be deemed ineligible to teach that course under any new

criteria. The department/discipline specific criteria may be contained in the department bylaws. or contained within an established written procedure.

20.10.2.3 For the purpose of this Article, the eligibility for teaching a course will include but is not limited to education, required certifications, recency in terms of teaching experience, specific course work experience, expertise, and ability to expose students to current information, technology, and skills required in the classroom. This criteria will be determined by the department and be made available upon request.

20.10.2.4 When two (2) or more faculty members on the preferential consideration list have equal PN and equivalent discipline expertise, the Department Chair/Director or Dean may select the faculty member who will be offered that assignment based on the needs of the department. This selection shall not be subject to the grievance process in this Agreement.

20.10.2.5 Part-time faculty members who lose classes/hours due to schedule changes, low enrollment, etc. after assignments have been offered cannot take a class/hours from any other faculty member.

20.10.3 It is the responsibility of the Department Chair (or designee) to request availability from each part-time faculty member prior to scheduling. It is then the responsibility of each part-time faculty member to inform the Department Chair/Director of those days and hours when he or she will be available to accept an assignment. Subject to student needs, room availability and other institutional concerns, the Department Chair/Director shall give reasonable consideration to that availability when offering assignments to faculty members on the preferential consideration list. Part-time faculty are guaranteed an offer of their baseload (given availability of sections) based on their PN, they are not guaranteed offers of any specific or preferred sites, days, times, or courses.

20.10.3.1 The part-time faculty member must respond within three business days to requests for availability and to accept/decline offers of assignment. Failure to respond within three business days ~~will~~ may result in the Department Chair moving on to the next person on the list.

20.10.3.2 A part-time faculty member who is not actively teaching has

the responsibility to inform their department chair via email that he/she would like to teach in subsequent semesters.

20.10.4 Subject to the provisions of Section 20.10.1.2. above, a part-time faculty member shall cease to be eligible for preferential consideration when the faculty member:

- a) Fails to complete an accepted assignment without good and sufficient reason;
- b) Receives a *Needs Improvement* rating on two (2) consecutive peer evaluations;
- c) Receives an *Unsatisfactory* rating on any peer evaluation; or
- d) Is terminated by the District for cause.
- e) Has a break in service from the District of three (3) consecutive semesters or more, for any reason, excluding class cancellations or reassignment of accepted courses to full-time faculty.

In addition, a part-time faculty member who falls under any of the above actions/situations may lose any previously assigned courses, may not serve on District committees, and may not engage in PD activities arranged by the District.

A faculty member disqualified due to a *Needs Improvement* rating shall regain eligibility when he or she receives a *Standard Professional Performance* rating on a subsequent peer evaluation.

20.10.5 Disagreement with assigned PN or base load must occur within one semester of the calculation, and must be initiated by the part-time faculty member to the Department Chair and Human Resource Services. If the disagreement is upheld, the correction to assignment will be made in the closest subsequent semester.

## 20.11 Full-Time Faculty Assignments

20.11.1 The full-time faculty members of each department/program shall mutually agree upon a process whereby all full-time faculty employed in that department select their contract and then their overload assignments, if any. This process will take place before any part-time faculty member assignments are made. In the event full-time faculty of the department/program cannot come to mutual agreement upon a process, the Dean shall determine the process.

The weekly assignment of non-classroom faculty shall be mutually agreed upon by faculty members and their Department Chairs/Directors. Schedules may be revised during the academic year by mutual agreement of the faculty member(s) and their Department Chairs/Directors. In the event that mutual agreement is not reached between non-classroom faculty and the Department Chairs/Directors on weekly assignments and/or schedule revisions, the Dean shall make the determination.

Full-time faculty course assignments must follow the department course criteria as mentioned in Article 20.10.2.2.

- 20.11.2 Prior to developing the faculty assignments for a future semester or session, a scheduling preference form shall be distributed to each full-time faculty member in the department. The Department Chair shall consider faculty members' preferences when they develop faculty schedules and assignments.
- 20.11.3 Faculty members shall be informed of their assignments no later than four (4) weeks prior to the start of the assignment. Subsequent changes shall be limited to those necessary to meet unforeseeable staff and student needs. Other changes may be made by mutual agreement between the Department Chair and the faculty member(s) affected. In the event that mutual agreement cannot be reached, the Dean shall make the final determination.
- 20.11.4 No faculty member shall be required to accept an overload assignment.
- 20.11.5 No class shall be cancelled after the third class meeting or the end of the second week of instruction, whichever occurs first.

## 20.12 Y-Rated Retiree and Emeritus Faculty Assignments

Y-Rated retiree and emeritus faculty members who are interested in teaching after retirement, and have fulfilled the required breaks in service mandated by STRS are entitled to up to one assignment or .3 load in the discipline they retired from after fulltime overload assignments are made if assignments are available, and before any part-time assignments are made.

- 20.12.1 Y-Rated retiree and emeritus faculty members will be evaluated as part-time faculty, following the guidelines in Article 17.3, with their first evaluation taking place in their first semester teaching in retirement.

20.12.2 Y-Rated retiree and emeritus faculty members are held to the

standards of assignment and evaluation for part-time faculty as outlined in Article 20.10.

20.13 Special Faculty Assignments

20.13.1 Emergency Medical Education (EME) Full-Time Faculty Members

20.13.2 Lead instructor duty shall be assigned on a rotating basis among EME department full-time faculty members at the discretion of the Department Chair/program director.

20.13.3 Lead instructors for paramedic and emergency medical technician training shall be available for student/training agency contact on a 24 hr/7 day per week basis. The department has the right to make alternative arrangements for this duty.

20.14 Distance Education Teaching Assignments

All faculty, including full-time, part-time, and Y-rated or emeritus faculty, may only be assigned distance education courses if they meet the requirements for distance education teaching as outlined in AP 4105.

20.15 Violation of BP 3570-Smoking and/or Other Tobacco Use

~~20.13.4~~ Any violation of BP 3570 shall not be used for evaluations and/or disciplinary action.

