

TENTATIVE AGREEMENT

ARTICLE XIV: REEMPLOYMENT PROCESS

Section 1. In all cases, unit member assignments shall be temporary in nature, contingent on enrollment and funding, and subject to program changes, and no unit member shall have reasonable assurance of continued employment at any point, irrespective of the status, length of service, or reemployment of that unit member.

Section 2. Unit members are hired on a semester or hourly basis for up to a maximum of 67% of a full-time assignment.

Section 3. Nothing in this article shall be construed to alter existing Collective Bargaining Agreements with respect to first setting priority for full-time faculty members.

Section 4. The District has the right to create the catalog and scheduling based on the needs of the programs, students, and District.

Section 5. Any unit member working in an assignment that is canceled does not have the right to displace any other faculty member from an assignment.

Section 6. Grandparenting Clause: Unit members who are on the Reemployment List as of July 1, ~~2022~~ 2023 will maintain their position on the list so long as they have not been removed because of a provision in Section 11 a., b., c., or d.

Section 7. Unit members who do not have reemployment preference as of July 1, ~~2022~~ 2023, become eligible for reemployment preference upon all of the following:

- a. completion of seven (7) semesters of employment (summer and intersession excluded) within nine consecutive semesters;
- b. of the seven (7) semesters, at least four were for a load of at least 40% (6 SIUs); and
- c. Evaluation ratings of overall “good” or “excellent” in each semester that counts toward reemployment preference status in which the unit member is evaluated, and no individual rating of “needs improvement” in the most recent evaluation that counts toward reemployment preference status.

The rehire preference criteria adopted in this article shall first be applied to the scheduling of work in Fall ~~2022~~ 2023.

7.1 Effect of Discipline on eligibility for reemployment preference.

Any semester in which a unit member who has not achieved reemployment preference status and who has been subject to discipline that has been sustained through the applicable discipline process established in Section 14.3 shall not be counted toward achieving reemployment preference status.

Section 8. To facilitate the unit member reemployment process, the District will:

- a. Maintain the Reemployment List of unit members based on the start date of the semester/term of their initial unit member assignment. ~~All unit members initially hired in a semester/term will have their reemployment order determined by a one-time lottery at the time of hire.~~

For non-instructional unit members, placement on the list is based on their initial start date.

If there are two or more unit members who have the same start date and are eligible for the same assignment, the reemployment order will be determined by a one-time lottery at the time of hire. **The lottery will be held within fourteen (14) calendar days of hire. The unit members and the CODAA President (or designee) will be invited to witness the drawing of lots.**

This list will be updated at the close of each Fall and Spring semester by the District and provided via email to the CODAA President and all academic deans no later than two weeks after the completion of the semester.

1. Unit members who lose reemployment preference pursuant to Section 11 will maintain their original placement on the Reemployment List unless they are removed from the list due to a break in service, in which case their revised start date will be their start date upon returning to the District.
- b. Maintain a database of the unit members' Discipline assignments and a database of the non-teaching program assignments (such as general counseling, special program counseling, library). **The Disciplines used will be from the most recent version of the "Minimum Qualifications for Faculty and Administrators in California Community Colleges" as published by the Chancellor's Office or as established by College of the Desert Academic Senate processes.** If the unit member teaches/works in a different Discipline, or program assignment, there will be a separate reemployment list for each Discipline. This list will be updated at the close of each Fall and Spring semester by the District and provided via email to the CODAA President and all academic deans no later than two weeks after the completion of the semester.
- c. Evaluate unit members per Article XII.

Section 9. Prior to assigning classes or hours to unit members for the upcoming semester/term, the District will:

1. Request unit members submit their availability, course/program and delivery/work modality, and requested load/hours availability (Appendix G) via

College of the Desert email for the semester/term being scheduled prior to October 1 for Winter Intersession and Spring Semester and March 1 for Summer Intersession and Fall Semester.

- i. Unit members will have a minimum of fourteen (14) calendar days from the date of the email to submit their availability form via email to the Dean's Office.
- ii. If the unit member does not submit their availability form prior to the deadline, the District is not required to consider the part-time faculty for the current semester/term.

Section 10. Load Assignment Process

- 10.1 In order of consideration as set forth in this section, and subject to the availability of units/hours for unit members to work, all unit members who have achieved rehire preference status shall be assigned the amount of load they have requested pursuant to Section 9 as long as the request does not exceed the legal maximum of 67% of a full-time load.
- 10.2 It is understood that the District is not required to create or split any assignment or course in order to provide a unit member with the requested load.
- 10.3 Assignments, as described above in 10.1, are made in the following order of consideration with the scheduling supervisor first considering the most senior unit member on the Reemployment List, determining if the unit member has:
 - (1) Recent teaching in the Discipline and modality, or recent program assignment for non-instructional unit members. Recency is based on the past three (3) semesters of employment;
 - (2) Courses/program areas of experience; and
 - (3) Availability as submitted pursuant to Section 9.

When the Dean or scheduling Designee is ready to assign courses, the assignment process begins with consulting the Reemployment List. Unit members on the Reemployment List will be assigned their requested load up to the limit described in 10.1 in order of seniority, taking into consideration information provided on the Appendix G form, and following the criteria outlined in 10.3.

Section 11. Unit members shall be removed from the Reemployment List for any of the following reasons:

- a. Declining three offers of employment within the past six (6) semesters. An assignment cancellation, accepting some but not all of an offered assignment, a medical leave, or any other approved leave of absence ~~as defined in Article VIII~~ does not count as a break in service. **A unit member's failure to respond within**

fourteen (14) calendar days from the date of the emailed availability form shall be deemed to have declined an offer of employment.

- b. Advising the School Dean, or designee, in writing that they are no longer available for part-time employment.
- c. Receiving an overall “needs improvement” evaluation (Article XII), an Improvement Plan, and a reevaluation in the next semester that the unit member receives an assignment with a rating of “needs improvement” in any category that was rated “needs improvement” in the initial evaluation.
- d. Discipline other than dismissal. Discipline shall be for cause, as ~~set forth in~~ Section 14 of this Article **sets forth**.
- e. **Unexcused failure to submit grade/attendance reports by established deadlines unless the School Dean or Human Resources determines there is cause for an exception.**

Unit members who lose reemployment preference shall be placed back in the unit member pool and can re-earn reemployment preference after being removed from the Reemployment List by successful completion of the requirements of Section 7.c above.

- 11.1 A unit member who is being considered for removal from the Reemployment List will be notified in writing by the Dean or Director a minimum of thirty (30) days prior to removal.
- 11.2 **Any unit member hired as a Temporary Full-time Employee for up to 2 semesters in any 3-year period will remain in the Adjunct employee pool without loss to their proper position on the reemployment list.**

Section 12. Stipend activities are not to be included in the Teaching/~~Work-Load~~ **Workload** history.

Section 13. All procedural activities by an Administrator regarding **the** assignment of a unit member shall be subject to appeal, or to any available grievance procedure provided in the Collective Bargaining Agreement between the College of the Desert Adjunct Association and the Desert Community College District.

Section 14. Discipline and Dismissal Process

- 14.1 Employment Actions Not Covered
 - a. *Authority to Give Feedback, Guidance and Direction:* Nothing in this Section shall impede the existing authority of the District to provide direction, feedback or guidance to the unit member in the performance of the unit member’s duties.
 - b. *Dismissal of Unit Members Without Reemployment Preference Rights:* Pursuant to Education Code Section 87665, the governing board may terminate the employment of a unit member who has not acquired

reemployment rights under this Article at its discretion, at the end of a day or week, whichever is appropriate. The decision to terminate the employment is not subject to judicial review except as to the time of termination. It is understood that this right to terminate a unit member without cause does not permit termination based on an unlawful reason, including but not limited to unlawful discrimination or retaliation.

14.2 Cause for Discipline

Cause for discipline means any of the causes for discipline set forth in California Education Code Section 87732.

14.3 Rights Regarding Discipline

Unit members or a CODAA representative on their behalf shall have the following rights regarding discipline:

1. *Written, Reprimand:* Documentation by the supervisor of a unit member's unacceptable behavior or actions. Such a reprimand can be placed in the unit member's Personnel file after the unit member has been given the opportunity to respond to its contents. The unit member must respond to a written reprimand within 30 days. Both the written reprimand and the response shall be placed in the Personnel file simultaneously. If no response is received within 30 days, the District may place the written reprimand in the unit member's Personnel file. The content of a written reprimand is not subject to the grievance process.
- b. *Remedial Training:* Remedial training that is located at the District or online, with cost of training paid for by the District, and scheduled during the unit member's regular work hours, is not subject to challenge.
- c. *Suspension or Termination of Employment:* Unit members with rehire preference status may be suspended or terminated by the District for:
 - Commission of an act which is cause for discipline per Education Code 87732
 - Immoral or unprofessional conduct
 - Dishonesty
 - Unsatisfactory performance
 - **Evidene** **Evident** unfitness for services
 - Physical or mental condition that makes them unfit to instruct or associate with students
 - Persistent violation of, or refusal to obey, the school laws of the state or reasonable regulations prescribed for the government of the community colleges by the board of governors or by the governing board of the community college district employing them
 - Conviction of a felony or of any crime involving moral turpitude

A unit member who is subject to suspension or termination for cause pursuant to Section 14 shall be entitled to the following process:

- i. The unit member shall receive a pre-discipline Skelly Notice and opportunity to respond orally or in writing to the charges.
- ii. If after considering the employee's response, the District determines to proceed with discipline, the member shall receive a final discipline notice that includes the causes, evidence relied upon and effective date.
- iii. This shall constitute the entire administrative process available to the employee. The grievance procedure shall not be available.
- iv. Nothing in this article precludes a member from accessing any external remedies available at law.

FOR DCCD



Diana Galindo
Vice President, Human Resources
& Employee Relations

FOR CODAA



Catherine Levitt (Oct 10, 2023 08:08 PDT)

Dr. Catherine Levitt
Chapter President
College of the Desert Adjunct Association

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