

Article 16: Hourly Assignments

16.01 INTRODUCTION

- A. AFA and the District recognize that the hourly assignment process must reflect a spirit of fairness, lack of bias, and transparency toward faculty members filling those assignments. The provisions of this Article recognize the importance of providing a measure of job security to faculty members teaching on an hourly basis and the importance of meeting District needs.
- B. **Hourly Assignments:** "Hourly assignments" means those assignments, generally paid on an hourly basis ([Article 26](#): Salary Schedule Development) which remain available after all assignments for contract faculty and one-year agreements have been made or determined. Summer session and [overload](#) assignments for contract faculty are hourly assignments.
- C. This [Agreement](#) describes provisions for departments, not [disciplines](#).
- D. This Agreement describes provisions for the [Academic Year](#). Departments may create alternative summer procedures. For departments with no approved summer procedures, these provisions will apply during summer terms. Departments that routinely schedule courses and allied services after the schedule for that term has been electronically published (including but not limited to the departments of Public Safety, Counseling, and Agriculture) will recognize faculty members' rights pertaining to length of service and established load when recommending assignments.
- E. For definitions regarding Hourly Assignments, see [Article 7](#): Definitions.

16.02 DISTRICT, DEPARTMENT, AND FACULTY RIGHTS AND RESPONSIBILITIES

A. District Rights and Responsibilities

- 1. To meet student, community, and District needs, the District has the authority to develop the class schedule, including the array, location, and times of courses and services. The District has the right of assignment, and no obligations to employ faculty engaged in hourly assignments beyond those in law are expressed or implied in this Agreement.
- 2. The District, as represented by the supervising administrators and in collaboration with [department chair](#) and/or faculty program coordinators/directors, will determine the schedule of classes and allied services to be offered.
- 3. The supervising administrator and the department chair will verify any courses or services that are designated as meeting [District Needs](#). Assignments that may be designated as meeting District Needs include, but are not limited to, those that require specific training or experience, require collaboration outside the regularly scheduled assignment, or must meet any special conditions of grants.
- 4. The supervising administrators will review and approve recommended schedules and assignments. [Electronic Publication of the Schedule](#) constitutes the District's approval of the schedule and assignments.
- 5. The District may cancel or revise initial, electronically published hourly assignments only in accordance with provisions cited in 16.06.
- 6. The District will communicate with faculty in order to promote transparency in making hourly assignments.

- 16.02.A.** 6. a. Within one (1) week of the deadline for [Proof 1](#), the office of the Vice President of Academic Affairs (VPAA) will email all faculty to notify them that the department length-of-service lists have been posted on the AFA website.
- b. As soon as possible after the development of Proof 2, the District will post the Proof and email the faculty to notify them of this posting.
- c. On the day the Class Schedule for each term is posted on the College's website, the District will notify all faculty of this posting, which constitutes the District's approval of the schedule and the [offer](#) of hourly assignments.
7. The District will make every attempt to provide remedy to a faculty member whose contractual right to an established load was violated by altering the schedule in a timely manner or, when this is not possible, providing compensatory load in a future term, within one (1) year of the error being brought to the District's attention.

B. Department Rights and Responsibilities

1. Department chairs, in consultation with the appropriate supervising administrators, contract faculty, and program [coordinators](#) and/or directors, have primary responsibility for the development of proposed class schedules and for recommending assignments; however, associate faculty serving as program coordinators and/or directors will not participate in recommending assignments.
2. Each department chair will make a schedule proposal and assignment recommendations for hourly assignments as described in this Agreement and will submit these to the department's supervising administrator for review and approval.
3. The department chair and supervising administrator will verify any courses or services that are designated as meeting District Needs. Assignments that may be designated as meeting District Needs include, but are not limited to, those that require specific training or experience, require collaboration outside the regularly scheduled assignment, or must meet any special conditions of grants.
4. The department chair will identify those faculty members who have verified that they meet [Special Expertise](#) and District Needs requirements.
5. Each department will maintain an accurate length-of-service list, including faculty name, [most recent date of hire](#), and [established loads](#).
 - a. The length-of-service list will include: [regular faculty](#); [probationary faculty](#) in years 2, 3, and 4; year 1 probationary faculty who have received prior permission to perform an hourly assignment, as defined in 16.03.B.2; and associate faculty who are in at least the sixth semester of employment, unless such an associate faculty member has a [break in service](#), as defined in 16.02.B.5.d-e, that results in the faculty member being removed from the list and returned to the pool. Semesters in which the associate faculty member performs only substitute assignments or those assignments defined as "[professional ancillary activities](#)" do not count toward the six (6) semesters required to earn a position on the [length-of-service list](#).
 - b. [Departmental date of hire](#) will determine a faculty member's position on the length-of-service list. The departmental date of hire for all faculty members (associate, regular, probationary, [temporary](#), and retired) is defined as the [date of first paid service](#) or [return to paid service](#) in the department.

- 16.02.B.** 5. c. For associate faculty members with the same date of first paid service or of return to paid service, the department chair and supervising administrator will determine positions on the length-of-service list by lottery.
- d. A faculty member, including retired faculty, remains in the same position on the length-of-service list unless the faculty member has a break in service longer than two (2) consecutive semesters plus the adjacent summer(s). Performing an assignment in the third semester preserves the faculty member's position on the length-of-service list. Associate faculty members with offer rights who would have been removed from their department's length-of-service (LOS) list during the schedule reduction period of Spring 2019 through Spring 2021 shall remain on the LOS list until Fall 2022.
- e. A faculty member who does not [perform an assignment](#) in the semester following a break in service of two (2) semesters plus the adjacent summers is removed from the length-of-service list and placed in the pool. Performing a new assignment establishes the date of return to paid service and a new, most recent date of hire.
- f. Each department will update its length-of-service list each semester and forward it to AFA and the supervising administrator by the deadline for Proof 1 for each scheduling cycle.
6. The department will query its faculty members as to their interest in an hourly assignment for each term. This query will be sent to the faculty members' SRJC email accounts as follows: a) The query for spring will be sent the first week of the fall semester; b) the query for fall will be sent the first week of the spring semester; and c) the query for summer will be sent by October 1 of the preceding year. Faculty responses will be due to the department fourteen (14) calendar days after the query is sent.

C. Faculty Rights and Responsibilities

1. All faculty desiring hourly assignments are responsible for timely response to the department's solicitation of interest letter; complying with department processes for determining hourly assignments; meeting specified deadlines; and reviewing the department's length-of-service list and assignments to confirm that their contractual load has been met.
2. A faculty member who meets Special Expertise or District Needs requirements for specific courses or services is responsible for providing verification to the department.
3. Faculty members are responsible for timely notifying the chair, the District, or AFA of any error in load.

16.03 ELIGIBILITY AND GUIDELINES FOR MAKING HOURLY ASSIGNMENTS

- A. **Eligibility:** To be eligible for a given hourly assignment, a faculty member must meet the following applicable criteria:
1. Satisfactory performance: After the [first probationary evaluation](#), only faculty with a "Satisfactory" or "Satisfactory, Minor Improvement Needed" rating will be considered eligible for an hourly assignment, with the exception of an associate faculty member who has received an "Improvement Needed" rating and is being evaluated in a follow-up evaluation ([Article 14B](#): Associate Faculty Evaluations, paragraph 14B.12.B.3).
 2. [Minimum Qualifications](#): A faculty member who meets the Minimum Qualifications in the discipline of the course or service is considered eligible to teach the course or perform the service unless approved Special Expertise or District Needs requirements apply to that course or service.

- 16.03.A.** 3. Special Expertise: If there are approved Special Expertise requirements for a course or service, a faculty member is considered eligible to teach the course or perform the service if the faculty member provides to the department verification that the faculty member meets the Special Expertise requirements.
4. District Needs: For classes or services designated as meeting District Needs, a faculty member is considered eligible to teach the course or perform the service if the faculty member provides to the department verification that the faculty member meets the specified requirements. If the number of interested and qualified faculty members exceeds the number of assignments, the chair may recommend the faculty member most suitable for the assignment as long as the recommendation does not result in loss of established load for a faculty member higher on the length-of-service list.
- B. **Faculty Classification:** Faculty classification (faculty with [Offer Rights](#), year 1 probationary faculty, and associate [faculty](#) in the [Associate Faculty Pool](#)) is determined separately in each department in which a faculty member works. These provisions will be applied consistently for all departments.
1. Faculty with Offer Rights
- a. Definition and Limitations
- 1) Offer rights confer a contractual entitlement to an offer of an established hourly load. The District commits to making such offers to eligible faculty in any given term that assignments are available with respect to the faculty member's position on the length-of-service list and established load, and within the provisions of Department-Specified Provisions (DSPs).
- 2) A right to an offer does not imply any guarantee about specific courses or allied assignments, specific days, specific times, or specific locations.
- 3) The names of all faculty members with offer rights will be added to the length-of-service list as defined in 16.02.B.5.
- b. Associate faculty members with offer rights:
- 1) have successfully completed the [probationary period](#); and they have a rating of "Satisfactory," "Satisfactory, Minor Improvement Needed," or "Improvement Needed" on their most recent [evaluation](#). In conferring offer rights, the department has made a deliberate decision to offer the faculty member employment beyond the probationary period; and
- 2) must be in at least the sixth semester of employment. A faculty member who teaches only [summer terms](#) is eligible to earn offer rights in the sixth summer of employment. A semester (or, for summer-only faculty members, a term) counts toward earning offer rights if the faculty member performed an instructional or allied assignment. However, semesters (or terms) in which the associate faculty member performed only substitute assignments or only those assignments identified as [professional ancillary activities](#) do not count as one (1) of the six (6) semesters.
- c. [Contract faculty members](#) with offer rights include regular faculty and probationary faculty in years 2, 3, and 4. Contract faculty members must have a "Satisfactory" or "Satisfactory, Minor Improvement Needed" on their most recent evaluation to be considered for an hourly assignment.

- 16.03.B.** 2. Year 1 Probationary Faculty: Probationary faculty members in year 1 of the [tenure review](#) process who request an hourly assignment may be recommended for an hourly assignment with the prior approval of the supervising administrator and the VPAA, provided they are otherwise eligible for an assignment. If the request is approved, the faculty member's name will be added to the length-of-service list.
3. Associate Faculty Pool: Once hired, and after a break in service as defined in 16.02.B.5.d-e, an associate faculty member is placed in the Associate Faculty Pool.
- a. A faculty member in the pool is an associate faculty member who has either not yet earned offer rights or, subsequent to having earned offer rights, has had a break in service as described in 16.02.B.5.d-e and is again placed in the pool.
 - b. A faculty member in the pool may be considered for an offer but has no contractual right to an offer.
 - c. After four (4) years without performing an assignment, the faculty member is removed from the pool and loses departmental employment status and therefore must reapply to the department in order to be considered for future assignments in that department.
 - d. A faculty member may voluntarily withdraw from the pool by submitting a letter of resignation to Human Resources.
 - e. The District may remove a faculty member from the pool if the individual becomes ineligible for employment based on a background check or for other valid reasons.
- C. **Guidelines for Making Assignments:** In making assignment recommendations, the department will consider the following criteria in the following order:
- 1. Eligibility, as described in 16.03.A.
 - 2. Timely response to the department's solicitation of interest.
 - 3. Special Expertise requirements, subject to the order of the length-of-service list and established load for each faculty member.
 - 4. District Needs requirements.
 - 5. Position on the length-of-service list and established load for each faculty member. To the extent possible, the department will recommend offers that meet the established load for each faculty member who timely responded to the department's solicitation of interest. Departments that require faculty members to state course and scheduling preferences will, if load is available, offer the established load to which a faculty member is entitled even if there are no available assignments that satisfy the faculty member's stated preferences.
 - a. Initial allocation
 - 1) In ranked order of the length-of-service list, the department will initially allocate established load up to 40 percent.
 - a) If it is not possible to meet 40 percent exactly, the department will allocate a load greater than, but as close as possible, to 40 percent.
 - b) For departments offering a significant number of courses that have greater than 20 percent load value, the District and AFA may approve initial allocations of established load of greater than 40 percent. This initial load allocation will be specified on the DSP form (16.05.A.3).

- 16.03.C.** 5. a. 2) After establishing offer rights, a faculty member with no established hourly load will receive an offer of either 1) 20 percent or, 2) for departments whose programs include a significant number of courses or services with loads less than or greater than 20 percent, a load specified on the DSP form (16.05.A.4).
- b. If load remains after all faculty members with offer rights have received initial offers as described above, the department will recommend, in ranked order of the length-of-service list, additional offers to meet established loads up to and including 67 percent. If it is not possible to exactly meet the established load, the department will allocate a load as close as possible to the established load.
- c. Load remaining after satisfying (a) and (b) above will first be offered, in ranked order, to faculty members with offer rights who responded to the department's solicitation of interest after the deadline but before the department has communicated recommended hourly assignments to faculty. The offer will, if possible, meet the faculty member's established load. A faculty member who responds to the solicitation of interest after [recommended assignments](#) have been communicated to faculty is eligible for, but not entitled to, an offer.
- d. No faculty member shall have an assignment that a faculty member higher on the length-of-service list is eligible to perform if that more-senior faculty member did not receive an offer that meets the more-senior faculty member's established load, with the exception of a faculty member who did not receive an offer due to failure to timely respond to the solicitation of interest.
6. [New or increased assignments](#) include any hourly assignments that remain after all faculty with offer rights receive offers of established load as described above or that become available after the schedule is electronically published.
- a. If new or increased assignments become available more than six (6) calendar weeks before the beginning of the new term and not all faculty members with offer rights have received offers of established load as described in 16.03.C.1-5:
- 1) The department chair or program director will email all faculty to announce the new or increased assignment(s). To be considered for the assignment, interested faculty must respond within forty-eight (48) hours;
 - 2) New or increased assignments will be offered, in ranked order, to faculty members who met the announced deadline and did not receive an offer that meets their established load. Limitations on load apply;
 - 3) If all responding faculty have received offers that meet established loads, the department chair will offer the assignment(s) to the faculty member(s) that the department determines to be most suitable for the assignments.
- b. If all faculty members with offer rights have received offers of established load, as described in 16.03.C.1-5, or if new or increased assignments become available six (6) weeks or less before the beginning of the new term, the new or increased assignment(s) will be offered to the faculty member(s) that the department determines to be most suitable for the assignments.

D. **Established Load:** Established load is the load value of the offer to which a faculty member with offer rights is entitled, as described below:

- 16.03.D.**
1. Established load may be up to 67 percent and is calculated only on the basis of hourly allied and instructional assignments, exclusive of substitute, temporary, and professional ancillary activity assignments.
 2. Overloads of greater than 40 percent may be performed by contract faculty members according to the provisions of this article; however, the established load of a contract faculty member will not exceed 40 percent.
 3. Load from substitute assignments, professional ancillary activities, and assignments identified as "temporary" at the time of offer will not be used to calculate or increase established load. A "temporary" assignment is one made available by short-term funding or that is normally required to fulfill the contract load of a contract faculty member, but is temporarily available as an hourly assignment due to the contract faculty member's leave, reassigned time, or other temporary situation. The District must notify a faculty member by email that such an offer is "temporary" and the reason the assignment is temporary.
 4. A faculty member has separate established loads for fall and spring and, if the DSPs do not state otherwise, for summer.
 5. A faculty member begins to earn established load in the semester in which the faculty member earns offer rights and is added to the length-of-service list.
 6. A faculty member's established load for future like semesters or terms will increase if the [load performed](#) exceeds the former established load, exclusive of load from substitute assignments, professional ancillary activities, and [temporary assignments](#). The department chair will deliberately determine whether faculty members will receive additional offers resulting in higher established loads, as described in 16.03.C.6.a.3 and 16.03.C.6.b.
 7. A faculty member's established load will not decrease as long as the faculty member maintains the same position on the length-of-service list.
 8. Initial Determination of Established Load
 - a. For a faculty member who earns offer rights after this Agreement is implemented: Exclusive of load from substitute assignments, professional ancillary activities, and temporary assignments, the load performed from the sixth semester on will determine established loads.
 - 1) Load performed in the first fall and spring semester in which a faculty member has offer rights will become the initial established loads for like semesters, fall for fall and spring for spring. This pattern applies to summer terms, unless DSPs state otherwise.
 - 2) The department will deliberately determine these initial established loads.
 - b. Established loads for Spring 2016, Summer 2016, and Fall 2016 will be equal to like loads that would have been applicable under the Agreement provisions in effect in 2014-2015.

16.04 LIMITATIONS ON HOURLY LOAD; ASSOCIATE LOADS IN EXCESS OF 67 PERCENT

A. Limitation on Hourly Load

1. Cumulative allied and instructional hourly assignments in all departments in which an associate faculty member works will not exceed 67 percent per Education Code Section [87482.5\(a\)](#).
 - a. Service as a substitute on a day-to-day basis will not be used for purposes of calculating eligibility for contract or regular status (Ed Code Section [87482.5\(b\)](#)) or the 67 percent limit on load.

- 16.04.A.**
1. b. Service in professional ancillary activities will not be used for purposes of calculating eligibility for contract or regular status (Ed Code Section 87482.5(c)(1)) or the 67 percent limit on load.
 2. District-approved assignments as described in Education Code Section 87482.5(b) & (c) do not count toward the 67 percent limitation on load.
 - a. Such assignments include departmental or District work that would be considered "professional ancillary activities."
 - b. The District may employ associate faculty members to perform professional ancillary activities outside of their teaching or allied assignment and will compensate them for performing such activities. The District must approve such assignments, and associate faculty may decline them without prejudice.

B. Associate Loads in Excess of 67 Percent

1. Associate faculty may be assigned to work above a 67 percent load to accommodate a day-to-day substitute assignment and assignments considered to be "professional ancillary activities." These types of assignments are loaded but are not used to calculate established load.
2. Faculty [One-Year Agreements](#): The District may offer associate faculty assignments of one (1) academic year in length in accordance with the procedure and conditions outlined below.
 - a. Procedure
 - 1) In response to clearly articulated program and/or District needs, the department chair/program director will identify specific assignments for one-year agreements and recommend them in writing to the supervising administrator, who will recommend them to the VPAA.
 - 2) All one-year assignment proposals must be reviewed by all parties to the agreement and approved in writing by the VPAA.
 - 3) Except for emergencies as determined by the VPAA, agreements will be completed prior to the first day of fall semester.
 - 4) The District will notify associate faculty participants about possible changes in CalSTRS status and impact on potential unemployment benefits that may occur as a result of accepting a one-year agreement.
 - 5) The District will distribute copies of the approved contract to the faculty member, the department chair, the supervising administrator, and AFA.
 - b. Conditions
 - 1) The department is not otherwise able to staff the assignment(s) without the one-year agreement.
 - 2) The maximum assignment, annualized over the academic year, will not exceed 67 percent of a full-time faculty assignment.
 - 3) The percent of a one-year assignment is the average of the fall and spring assignments. There must be an assignment in both semesters.
 - 4) The agreement will specify a load for each semester.
 - 5) The rate and method of payment will be at the appropriate hourly rate based on the type of assignment(s).
 - 6) If an assignment is cancelled due to low enrollment or due to the need for the District to provide load to a contract faculty member, the District will offer the associate faculty member a revised assignment that maintains the load specified in the agreement.

- 16.04.B.** 2. b. 7) A one-year agreement as defined here will not count towards probationary status, nor is there any commitment expressed or implied to continue offering a faculty member additional one-year agreements. As this is a commitment for the entire academic year, unemployment benefits cannot be claimed for the winter break. The faculty member's evaluations will continue on the established six-term cycle. After completion of the one-year assignment, the provisions for offers will be those appropriate to the faculty member's classification as described in 16.03.
- 8) Nothing in this article will be construed to limit the Board's discretion under Education Code Section [87665](#).

16.05 DEPARTMENT-SPECIFIED PROVISIONS (DSPs)

- A. A department or, if a department has more than one discipline, a discipline will identify DSPs, on a form mutually agreed to by the District and AFA, if it has special provisions for the four (4) categories below. All other department procedures and policies for making hourly assignments will conform to this Agreement.
1. Special Expertise Needs: The department or discipline may designate (a) special expertise requirement(s) for a specific instructional or allied assignment. The department will specify the course or allied service requiring special expertise and the criteria for meeting the special expertise requirements. The criteria will be relevant, objective, verifiable, and reasonable. Evaluative procedures such as portfolio review, music auditions, and film screenings may be used in determining special expertise for courses that require professional judgments of quality in artistic proficiency in Art, Music, Theatre Arts, and Multi-media and other applicable disciplines. In such cases, the following process will be employed: 1) Criteria for judging special expertise will be made available to faculty members in advance; 2) A committee consisting of three (3) contract faculty members of the department or discipline will determine whether the faculty members meets the criteria; and 3) A rubric and scoring system will be used in determining whether the faculty member meets the criteria for special expertise; the faculty member will have access upon request to the rubric before the evaluation and to the scored rubric after the evaluation.
 2. Summer Session Assignments: The department may elect to use summer session assignment procedures that differ from those pertaining to [length of service](#) and established load. The department will specify these procedures on the DSP form. The department's summer procedures will adhere to the other provisions of this Agreement.
 3. Initial allocations of established load exceeding 40 percent: For departments or disciplines offering a significant number of courses that have greater than 20 percent load value, the District and AFA may approve initial allocations of established load greater than 40 percent. The initial load allocation(s) will be specified on the DSP form (16.03.C.5.a.1.b).
 4. Offers for faculty members with offer rights and no established load: A department or discipline whose programs include a significant number of courses or services with load values of greater or less than 20 percent may specify that faculty members who have offer rights but no established load will receive an initial offer of greater or less than 20 percent. The load value(s) will be specified on the DSP form (16.03.C.5.a.2).

- 16.05.B.** Creation, Amendment, and Approval of Department-Specified Provisions
1. To create or amend the DSP, the department chair, or a subcommittee formed by the department chair, will draft a proposal based on department input.
 2. The proposal will be listed as an item on a published agenda for a department meeting at which the proposal will be discussed and to which all faculty members in the department will be invited.
 3. If two-thirds (2/3) of the department's faculty members, or, for discipline-specific Provisions, two-thirds (2/3) of the discipline's faculty members, attending the department meeting agree to put a proposal before the department or discipline for a vote, the chair will request that the supervising administrator conduct a vote.
 4. The [department electorate](#), or, for discipline-specific Provisions, those in the discipline who are also included in the department electorate, will be eligible to vote. The supervising administrator will initiate the balloting period during fall or spring semester only, and no more than seven (7) days from the date of the request. The balloting period will be no less than seven (7) calendar days. The balloting period will be completed by the end of the last week of instruction, else the balloting will be scheduled during the first twenty-one (21) days of the subsequent semester.
 5. Two-thirds (2/3) of votes cast carries the motion.
 6. If the motion carries, the department's or discipline's proposed procedures will be entered on the DSP form and submitted to AFA and the VPAA. Within ninety (90) days during the academic year, AFA will review the proposal for Contract compliance and bring any contractual concerns to the attention of the department and the VPAA. The department will timely revise the procedures to align with the Contract. The VPAA approves or denies the DSPs.

16.06 CANCELLATION OR AMENDMENT OF HOURLY ASSIGNMENTS AFTER ELECTRONIC PUBLICATION OF THE SCHEDULE: After assignment offers are made, the District may amend or cancel an hourly assignment under the following conditions.

- A. **Enrollment:** Inadequate class enrollment.
- B. **Regular Faculty Load:** To fulfill the normal load requirement of a contract faculty member qualified to fulfill the assignment.
 1. For instructional assignments, the decision to cancel an hourly assignment in order assign it to another faculty member as contract load must be made by the supervising administrator no later than two (2) weeks after the first scheduled class meeting.
 2. Contract faculty members with overload assignments will use their overload hourly assignment, if necessary, to fulfill their contract load requirement before associate faculty loads are amended.
- C. **One-Year Agreements:** To fulfill the load requirement of an associate faculty member performing a one-year agreement. In this instance, the load will, whenever possible, be taken from an associate faculty member in the pool or the faculty member who is lowest on the length-of-service list.
- D. **Contractual Remedies:** To make whole a faculty member who was harmed due to a violation of the Contract or the DSPs. In this instance, the load will, whenever possible, be taken from the faculty member who initially and inadvertently benefited from the contractual violation, a faculty member in the associate faculty pool, or the faculty member lowest on the length-of-service list.

- 16.06.E. **Schedule Adjustment:** To accommodate a required schedule adjustment, an hourly assignment may be changed by the District in consultation with the affected faculty member, as long as the original load offered to the faculty member is not reduced.
- F. **Faculty evaluation:** Termination in the department due to an “Unsatisfactory” evaluation rating determined in compliance with the timeline specified in [Article 14B: Associate Faculty Evaluations](#); or an “Improvement Needed” evaluation rating per the timeline specified in [Article 14A: Regular Faculty Evaluations](#) or [Article 30: Tenure Review](#).
- G. **Break in service:** A faculty member who has received an offer for an upcoming term but whose break in service subsequently exceeds the permitted length will lose (an) offered assignment(s) that result(s) in another faculty member’s loss of established load.
- H. **67 percent load limit:** To ensure that an associate faculty member’s cumulative load does not exceed 67 percent.
- I. **Additional conditions for cancellation of allied hourly assignments**
 - 1. Financial: Change in District or department financial situation;
 - 2. Staffing: Change in District or department staffing needs;
 - 3. Program: Change in program.
- J. **Other:** As a consequence of events beyond the District's control.

16.07 HOURLY ASSIGNMENT PRIORITY FOR FACULTY DIRECTLY AFFECTED BY IMPLEMENTATION OF DISTRICT POLICY 3.6 AND PROCEDURE 3.6P: An associate faculty member with assignments in a certificate or major that has been discontinued under the provisions of [District Policy 3.6](#) and [District Procedure 3.6P: Program Review, Evaluation, Revitalization and Discontinuance](#) will be given consideration for hourly assignments as follows:

- A. The faculty member will maintain all applicable offer rights earned in the original department.
- B. **Reassignment Outside the Department**
 - 1. If the associate faculty member is not qualified for any of the assignments that exist in the department of the discontinued certificate or major, and if the associate faculty member meets the minimum qualifications for assignments in other departments, then the faculty member may request a reassignment from the VPAA within six (6) months of the Board’s action to discontinue the certificate or major.
 - 2. Based on the associate faculty member’s qualifications, the VPAA, in consultation with the appropriate department chairs, will assign the associate faculty member to one (1) or more departments. The faculty member will be added to the Associate Faculty Pool in the new department(s).
 - 3. The date that the associate faculty member performs an assignment in the new department will be the faculty member’s new departmental date of hire.
 - 4. The first allied or instructional assignment, exclusive of substitute and professional ancillary assignments, will commence a new probationary period.