

Date of Hearing: April 21, 2015

ASSEMBLY COMMITTEE ON HIGHER EDUCATION

Jose Medina, Chair

AB 1010 (Medina) – As Amended April 9, 2015

**SUBJECT:** Community colleges: part-time, temporary employees

**SUMMARY:** Requires California Community College (CCC) districts (CCD) without a collective bargaining agreement with part-time/temporary faculty in effect as of January 1, 2016, to, on or after January 1, 2016, begin negotiations with the exclusive representatives for part-time/temporary faculty regarding the terms and conditions, as specified. Specifically, **this bill:**

- 1) Requires CCDs, on or after January 1, 2016, if a CCD does not have a collective bargaining agreement with part-time/temporary faculty in effect as of January 1, 2016, to begin negotiations with the exclusive representatives for part-time/temporary faculty regarding the terms and conditions required, as specified; and specifies that the parties shall negotiate these rights for part-time/temporary faculty.
- 2) Expresses that the Legislature intends the following: a) that adoption of the provisions, as specified, shall be included as part of the usual and customary negotiations between the CCD and the exclusive representative for part-time/temporary faculty; and, b) that a CCD meet the minimum standards established by this section through the negotiation process between the CCD and the exclusive representative for part-time/temporary faculty.
- 3) Requires a CCD that enters into a collective bargaining agreement on or after January 1, 2016, to comply with all of the following:
  - a) Upon initial hire, a part-time/temporary faculty member shall be evaluated by a committee that shall include, but not necessarily be limited to, a contract or regular faculty peer evaluator who has expertise in the subject matter of the part-time/temporary faculty member's assignment. The evaluation committee may additionally include other evaluators, such as a department chair, dean, or a second peer. The terms and conditions of the evaluation process and procedures shall be locally negotiated between the community college district and the exclusive representative for part-time/temporary faculty. Subsequent to his/her initial hire, each part-time/temporary faculty member shall be evaluated at least once every six semesters or nine quarters of service, exclusive of summer and intersession terms;
  - b) After six semesters or nine quarters of service, exclusive of summer and intersession terms, each part-time/temporary faculty member who has not received a less-than-satisfactory evaluation during the preceding six semesters or nine quarters of service shall be placed on a seniority list for each assignment at each college where he/she holds a current assignment during the seventh semester or 10th quarter of service, irrespective of how many times he or she has completed each unique assignment. The seniority for all assignments shall be determined based on the first date of hire at the applicable college. Seniority lists shall be by campus unless otherwise locally negotiated between the CCD and the exclusive representative for part-time/temporary faculty;

- c) For semester seven or quarter 10 and beyond, each CCD shall endeavor to maintain the workload equivalent that the part-time/temporary faculty member was assigned during semester six or quarter nine, subject to all of the following:
- i) As new assignments become available due to growth or attrition, these assignments shall be offered in seniority order to those part-time/temporary faculty members who have qualified to be placed on the seniority list, as specified, and previously successfully completed that same assignment. These assignments may be made up to a maximum annualized load, exclusive of summer and intersession terms, in the range of 60% to 67 % of a full-time equivalent load,
  - ii) In cases where a reduction in assignment needs to occur due to program needs, budget constraints, or more contract faculty hires, the reduction shall occur first from among those part-time/temporary faculty members who have not yet qualified to be placed on the seniority list, and thereafter in reverse seniority order, with the least senior part-time/temporary faculty member reduced first. Any rights to a certain workload equivalent shall be maintained for a period of 18 months. In cases of class cancellation due to low enrollment, faculty members shall displace faculty members who are lower than they are on the seniority list, provided that the class cancellation occurs prior to the first class meeting day, and,
  - iii) Each new assignment successfully completed shall be added to the part-time/temporary faculty member seniority list.
- d) If a part-time/temporary faculty member rejects any offered assignment, he/she shall have his/her workload equivalent reduced accordingly. If he/she rejects all offered assignments, he/she shall lose all seniority rights;
- e) Additional leave or break-in-service provisions may be locally negotiated between the CCD and the exclusive representative for part-time/temporary faculty;
- f) In cases where a part-time/temporary faculty member, subsequent to qualifying to be placed on the seniority list, receives a less-than-satisfactory evaluation, as that term is defined in the collective bargaining agreement between the CCD and the exclusive representative for part-time/temporary faculty, the faculty member shall be provided a written plan of remediation with concrete suggestions for improvement. The faculty member shall be evaluated again the following semester. If the outcome of this subsequent evaluation is also less than satisfactory, the faculty member shall lose all seniority rights, and may be dismissed at the discretion of the district. Appeal and grievance rights and procedures, if any, shall be subject to local collective bargaining; and,
- g) In all cases, part-time faculty assignments are temporary in nature, contingent on enrollment and funding, and subject to program changes, and no part-time faculty member has a reasonable assurance of continued employment at any point, irrespective of the status, length of service, or reemployment preference seniority of that part-time, temporary faculty member.

- 4) Specifies that a CCD that has a collective bargaining agreement in effect as of January 1, 2016, that takes into account all of the following, and executes a signed written agreement, as specified, shall be exempt, as specified, upon the expiration of that agreement:
  - a) Part-time/temporary faculty assignments based on seniority up to the range of 60% to 67% of a full-time equivalent load;
  - b) A regular evaluation process for part-time/temporary faculty; and,
  - c) Due process for termination once a part-time/temporary faculty member has qualified for the negotiated provisions.
- 5) Specifies that a written agreement, confirming that clauses (a) to (c) (above), inclusive, have been taken into account in a collective bargaining agreement in effect as of January 1, 2016, shall be signed by the exclusive representative for part-time, temporary faculty and the CCD, who are subject to that agreement, in order for the district to be exempt, as specified.
- 6) Requires, should the Commission on State Mandates determine this measure contains state mandated costs, that the appropriate entities receive reimbursement.

**EXISTING LAW:**

- 1) Defines "faculty" as those employees of CCD who are employed in academic positions that are not designated as supervisory or management, as specified. Faculty include, but are not limited to, instructors, librarians, counselors, community college health services professionals, handicapped student programs and services professionals, and extended opportunity programs and services professionals (Education Code Section 87003).
- 2) Defines any person who is employed to teach for not more than 67% of the hours per week considered a full-time assignment to be a temporary (P/T) employee (EC Sections 87482.5 and 87882).
- 3) Requires the CCC Board of Governor's (BOG) to adopt regulations regarding the percent of credit instruction taught by F/T faculty and authorizes CCDs with less than 75% F/T instructors to apply a portion of their "program improvement" funds toward reaching the 75% goal (commonly referred as "75/25") (EC Section 87482.6). To note, the state has stopped providing program improvement funds and the BOG has since required CCDs to provide a portion of their growth funds to hiring more F/T faculty.

A complete summary of existing law regarding the employment of CCC faculty is beyond the scope of this analysis; however, it is important to note there are extensive, complex statutes, many of which apply to "full-time", "part-time", "temporary", "contract" and other academic employees, in a wide array of situations related to multiple aspects of district employment.

**FISCAL EFFECT:** Unknown

**COMMENTS:** *Background.* According to the Center for Community College Student Engagement's (CCCSE) April 2014 report, entitled, "Contingent Commitments: Bringing Part-Time Faculty Into Focus," 70% of the 400,000 faculty members of public, two-year colleges hired in 2009 were part-time instructors. The CCCSE report found that the part-time faculty

teach 58% of community college classes; and, 53% of community college students. Additionally, the report found that for many part-time faculty, contingent employment goes "hand-in-hand" with being marginalized within the faculty. The CCCSE report also found that differences in the actions of part-time and full-time faculty cannot necessarily be attributed to differences in the will or abilities of part-time faculty. The report contends that, "Most likely, they [the differences] exist at least in part because colleges too often are not fully supporting part-time faculty or engaging them in critical elements of the faculty experience."

According to the California Federation of Teachers, nearly 50% of the CCC course selections are taught by part-time faculty and part-time faculty outnumber full-time faculty by 2 to 1.

*CCC district reemployment policies.* AB 1245 (Alquist), Chapter 850, Statutes of 2001, required the issue of reappointment rights for temporary faculty be a subject of negotiation during collective bargaining and provided that reappointment rights may be based on whatever factors are agreed to by both parties. Many districts have established reappointment rights policies under existing law. Similar models (as to those contained in this measure) have already been successfully negotiated in the following CCDs: Grossmont-Cuyamaca, Los Angeles, San Diego, San Francisco, and, Ventura.

AB 1010 provides guidelines forming a basis enabling part-time faculty to establish job security, providing consistency for both students and instructors, and accountability to ensuring that part-time faculty retained under the provisions of this measure are providing the highest level of instruction and demonstrated commitment to student success.

*Purpose of this measure.* According to the author, part-time faculty are required to hold the same academic qualifications and credentials as their full-time colleagues. The author contends that in most cases, part-time instructors are paid significantly less than full-time faculty for the same duties of preparation, teaching and grading, and, assessment. In addition to receiving significantly less in compensation than their full-time counterparts, in most cases part-time faculty receive no health coverage and are not compensated for office hour time outside of class to meet with students. The author argues that, "This lack of dignity, fairness, and equity translates to poor prospects for career advancement, resulting in many qualified part-time faculty leaving the profession annually." The author contends that measures such as AB 1010, which seeks to enhance the retention of qualified instructors, support institutional viability and directly contribute to student success align with a goal of all stakeholders in California's Higher Education community.

*Committee consideration.* As presently drafted, a provision in this measure specifies that part-time/temporary faculty members would potentially lose their seniority if they turned down a teaching assignment. This provision may create an unintended consequence especially for "freeway flyers" (i. e. part-time/temporary faculty members who commute varying distances in order to teach their courses at multiple community colleges within the course of one day), who need to turn down an assignment because it is at the same time they are teaching a course at another campus. To avoid this potential consequence, **Committee staff recommends, and the author has agreed to accept, the following amendments:**

**87482.3.** ~~(D) If a part time, temporary faculty member rejects any offered assignment, he or she shall have his or her workload equivalent reduced accordingly. If he or she rejects all offered assignments, he or she shall lose all seniority rights.~~

(D) ~~(E)~~ Additional Procedures governing refusal or rejection of offered assignments, diminution or loss of seniority rights and any additional leave or break-in-service provisions may shall be locally negotiated between the community college district and the exclusive representative for part-time, temporary faculty.

**REGISTERED SUPPORT / OPPOSITION:**

**Support**

California Federation of Teachers (co-sponsor)  
California Teachers Association (co-sponsor)  
Faculty Association of California Community Colleges  
San Diego County Board of Education

**Opposition**

None on file.

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