

Memorandum of Understanding
Redwoods Community College District (District)
College of the Redwoods Faculty Organization (C.R.F.O.)

To assist in the accomplishment of Transfer and Reassignment functions and responsibilities in the current Collective Bargaining Agreement (2013-16 Contract), the District and CRFO agree that the revised written language below will replace the language in the current Collective Bargaining Agreement.

ARTICLE X
TRANSFER AND REASSIGNMENT

- 10.1 General Principles: This article deals with the permanent transfer of a faculty member from one assignment to another and the temporary reassignment or scheduling of a faculty member to teach one or more courses or assignments at a location other than at his/her primary campus. Neither permanent transfer, whether voluntary or administrative, nor temporary reassignment affects a faculty member's seniority status.
- 10.2 Voluntary Transfer: When a vacant faculty position is authorized to be filled, qualified faculty members already employed by the District may request, in writing, a transfer from their current assignment into the vacant position within ten (10) business days of the internal announcement. For the purposes of this section, a business day is defined as any day, Monday through Friday, excluding District holidays.

Any faculty member possessing a current FSA in the service area associated with the open position will be automatically granted transfer and/or reassignment to the open position.

If more than one faculty member possessing a current FSA in the service area associated with the open position requests transfer and/or reassignment to the open position, the faculty member with highest seniority will be granted transfer and/or reassignment to the open position.

If no faculty member possessing a current FSA in the service area associated with the open position requests reassignment and/or transfer, any tenured faculty member who meets the minimum qualifications for the open position as defined in *Minimum Qualifications for Faculty and Administrators* by California Community Colleges System Office but who does not possess a current FSA in the service area associated with the open position may apply for transfer and/or

reassignment to the open position by submitting the following to the Office of Human Resources:

- A cover letter expressing interest in reassignment and/or transfer.
- Copies of academic transcripts.
- A current curriculum vitae.

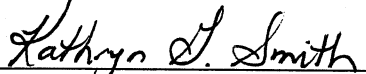
If one or more applications are received, the office of Human Resources will initiate the screening committee process in accordance with AP 7123. If the screening committee decides to pursue the applications of one or more of the faculty members seeking voluntary transfer, candidate interviews are conducted according to the procedures described in AP 7123. If, following the interviews, the screening committee wishes to pursue the appointment of any of the internal applicants, the screening committee chair prepares a committee report according to the procedures specified in AP 7123, which governs the remainder of the appointment process. If at any time in the review process a decision is made to no longer pursue the candidacy of internal applicants, the voluntary transfer process ends and the review of external applicants begins. The applications of all internal applicants are automatically included in the pool of external applicants unless withdrawn by the applicant.

- 10.3 Administrative Transfer: Upon recognition by the administration that workload conditions necessitate such action, the President/Superintendent or designee may administratively transfer a faculty member from his/her current assignment to another assignment within the District. This administrative transfer may preempt voluntary transfer. The faculty member being transferred must meet the minimum academic qualifications for the position into which he/she is being transferred. If more than one faculty member meets the minimum qualifications, the faculty member with lowest seniority will be transferred. If the transfer is between two of the District's primary campus locations (Eureka, Del Norte, Mendocino) and if the faculty member chooses to move to the new location, an \$1,800 moving expense allowance will be paid to the faculty member.
- 10.4 Temporary Reassignment: In consultation with the appropriate Vice President or designee as assigned by the President/Superintendent may temporarily reassign a faculty member to perform part of his/her assignment at a location other than his/her primary campus. In all cases, the faculty member being reassigned must meet the minimum academic qualifications for the new assignment.
- 10.5 Reassignment may be voluntary or administrative. However, administrative reassignment will only be pursued if voluntary reassignment fails to produce an appropriate candidate. When more than one faculty member is being considered for reassignment, preference will be given to volunteers according to seniority; reverse seniority will be applied in cases of involuntary reassignment.


- 10.6 If temporary reassignment is to or from the Del Norte, Mendocino Coast, or Eureka campus the faculty member will be paid a ten-percent salary differential, based on his/her current regular salary. In addition, a reassigned faculty member who uses his/her own automobile for transportation to and from the distant location will be reimbursed for travel expenses at the current IRS mileage rate. This rate will be applied to the total mileage of the round trips required to complete the assignment.
- 10.7 A faculty member will not be simultaneously reassigned to two instructional sites each more than fifty miles from the faculty member's primary campus. Temporary reassignments will normally be for one academic term but may be extended by mutual agreement of the faculty member, the administration, and CRFO.

The District and CRFO further agree that this MOU will expire on June 30, 2016 unless mutually agreed to by the District and CRFO.

For the District



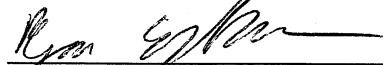
Kathy Smith - President


Ahn Fielding - Director Human Resources


1-10-14

Date

For C.R.F.O.



Ryan Emenaker - President


John Johnston - Chief Negotiator

1-10-2014

Date