

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

The District and CRFO agree that Article 10 of the Collective Bargaining Agreement will read as follows:

ARTICLE X – TRANSFER AND REASSIGNMENT

- 10.1 All full-time faculty are assigned a primary instructional site upon hire. Instructional sites are Eureka Campus (EKA), Del Norte Education Center (DN), Klamath-Trinity (KT), Pelican Bay State Prison (PBSP) and Pelican Bay State Prison/Del Norte (PBSP/DN).
- 10.2 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 instructional site. Neither permanent transfer, whether voluntary or administrative, nor temporary reassignment affects a faculty member's seniority status.
- 10.3 Voluntary Permanent Transfer to EKA, DN, and KT: When a vacant faculty position is authorized to be filled at EKA, DN, or KT, 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.
 - 10.3.1 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.
 - 10.3.2 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.
 - 10.3.3 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:

- 10.3.3.1 A cover letter expressing interest in reassignment and/or transfer.
- 10.3.3.2 Copies of academic transcripts.
- 10.3.3.3 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 7120-3. 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 7120-3. 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 7120-3, 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.

10.4 Voluntary Permanent Transfer to PBSP and PBSP/DN: When a vacant faculty position is authorized to be filled at PBSP or PBSP/DN, 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.

10.4.1 If a vacant faculty position is authorized to be filled at PBSP or PBSP/DN, a faculty member whose primary instructional site is PBSP or PBSP/DN and who possesses a current FSA in the service area associated with the position, will be automatically granted transfer and/or reassignment to the open position.

10.4.2 To be granted transfer to PBSP or PBSP/DN from EKA, DN, or KT, the faculty member requesting transfer must possess a current FSA in the service area associated with the open position AND be approved by the District to transfer to the vacant position.

10.4.3 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:

10.4.3.1 A cover letter expressing interest in reassignment and/or transfer.

10.4.3.2 Copies of academic transcripts.

10.4.3.3 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 7120-3. 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 7120-3. 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 7120-3, 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.

10.5 Administrative Permanent 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 at EKA, DN, or KT. No faculty may be administratively transferred to PBSP or PBSP/DN without the faculty member's consent. 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 instructional sites separated by 50 or more miles (EKA, DN, KT, PBSP, PBSP/DN) 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.

10.6 Temporary Full Reassignment: In consultation with the appropriate Vice President or designee the President/Superintendent may temporarily reassign a faculty member to perform all of his/her assignment at a location other than his/her primary instructional site. Temporary full reassignment may be voluntary or administrative. Administrative reassignment will only be pursued if voluntary reassignment fails to produce an appropriate candidate. In all cases, the faculty member being reassigned must meet the minimum academic qualifications for the new assignment.

10.5.1 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.

10.5.2 Temporary full reassignments will normally be for one academic term but may be extended by mutual agreement of the faculty member, the administration, and CRFO.

10.5.3 If temporary full reassignment is to or from the Del Norte, Klamath Trinity or Eureka campus, the faculty member will be paid a ten-percent salary differential, based on his/her current regular salary for the duration of the reassignment. 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 round trip from the faculty member's primary instructional site to the site of reassignment.

10.6 A faculty member will not normally be simultaneously assigned to instructional sites more than fifty miles apart. However, in consultation with the appropriate vice president or designee, the President/Superintendent may seek a faculty volunteer to fill part of his/her load at an instructional site located more than fifty miles from his/her primary instructional site in a single semester. In all cases, the faculty member being temporarily partially reassigned must meet the minimum academic qualifications for the reassignment.

10.6.1 Under this article faculty who are voluntarily assigned simultaneously to instructional sites (excluding virtual campus and telepresence) more than 50 miles apart will be compensated as follows:

10.6.1.1 Current IRS rate for mileage reimbursement calculated in accordance with IRS regulations.

AND

To compensate for the standard travel time as determined by Google maps, faculty shall be paid either \$40 per hour for such travel time or receive the TLU equivalent.


10.6.1.1.1 If the faculty member teaches at both his/her primary instructional site and non-primary instruction site on the same day, then the mileage calculation shall be to and from the non-primary instructional site and personal residence.

10.6.1.2 Faculty may bank the TLU equivalent or use the TLU equivalent for reassignment during the simultaneous assignment.


10.6.2 In the event no faculty member volunteers for temporary partial reassignment and the District considers the staffing of the course to be mission critical, the President/Superintendent, in consultation with the appropriate vice president or designee, may consider voluntary assignment of associate faculty. Associate faculty will be compensated in accordance with 10.6.1.1 subject to the 67% of faculty load limitations.

For RCCD

Date


Keith Flamer (Dec 21, 2020 13:20 PST)
Keith Flamer –President/Superintendent

Dec 21, 2020


Kerry Mayer (Dec 21, 2020 13:30 PST)
Kerry Mayer – Chief Negotiator


Dec 21, 2020

For CRFO

Date


Michelle Haggerty (Dec 21, 2020 13:22 PST)
Michelle Haggerty – President

Dec 21, 2020


John Johnston (Dec 21, 2020 13:40 PST)
John Johnston – Chief Negotiator

Dec 21, 2020