

**Board of Trustees Agenda Item**

**Board Meeting Date:** May 2, 2011

**Title of Item:** *Agreement* between Foothill-De Anza Community College District and the Faculty Association, July 1, 2010 through June 30, 2013

**Background and Analysis:**

Pending ratification by the Faculty Association, the Board is requested to approve the *Agreement* between Foothill-De Anza Community College District and the Faculty Association, July 1, 2010 through June 30, 2013.

**Recommendation** Vice Chancellor of Human Resources and Equal Opportunity Dorene Novotny recommends approval

Submitted by: Dorene Novotny, Vice Chancellor of Human Resources & Equal Opportunity x6211

Additional contact names:

Is backup provided? Yes

## **Top 34 Things about the New 2010-2013 FHDACCD-FA Agreement**

### **1 – General Provisions**

- 1 Definitions added: CWID (Campus Wide Identification) used in place of SSN wherever possible; "Contract Day," "School Day," and "Working Day" added.

### **6A – Probationary Faculty**

- 2 TRC members must complete all duties in a timely manner to receive PGA credit.
- 3 Probationary evaluation is not less than 50 minutes.
- 4 Probationary and student evaluations must be performed at different times; if same TRC member performs both, member shall provide completed probationary evaluation performing doing the student evaluation.

### **7 – Part-Time Faculty**

- 5 (New) scheduling process: **Assignment Request** and **Assignment Preferences**.  
Division/department schedule request forms shall include these two components.  
Faculty must respond by established date (prior to date on which drafting of schedule begins).  
Part-time faculty employees with reemployment preference must request at least one assignment during acad. year.
- 6 Assignment request binding on both the District and the faculty member (to the extent that assignments are available). A late/modified Request will be subject to available (unfilled) assignments.
- 7 Portal process for issuance/acceptance of Assignment Contract: **10-day window**.
- 8 PTF may be granted medical necessity leave exemption for purpose of accessing sick leave and retaining service credit for the assignment.
- 9 Only instructional faculty, librarian, counselor, and resource faculty "Assignments" count toward 67% maximum load limit.
- 10 Paid Office Hours Program form must be downloaded from District Portal.
- 11 State Disability Insurance (SDI) program effective April 1, 2011. Implemented at PTF employee cost.

### **16 – Leaves**

- 12 Personal necessity leave may be used for a federal holiday (such as Veterans Day).
- 13 Use of six days of accumulated sick leave (on annual basis) for family care.
- 14 Establishes section on maternity leave for clarification purposes (coverage remains unchanged).
- 15 Medical documentation required for absences of 5 consecutive days/assignment hours or regular/repeated basis.
- 16 Filing for SDI benefits is employee's responsibility.
- 17 Leave Reports can be initiated by Division, subject to revision by the employee.

### **17 – Professional Development Leave (PDL)**

- 18 PDL buyback from STRS: District contribution limited to 8.25% of creditable compensation, per Ed Code.

### **18 – Reduced Workload Program**

- 19 Two-quarter load pattern must mirror regular, full-time load.

### **19 – Emeritus Program (formerly, Retirement Incentive Program)**

- 20 STRS regulation: return to faculty service limited to 180-day waiting period after retirement date or age 60, whichever comes first.
- 21 STRS maximum earnings limit for 2010-11 (and 2011-12): \$31,020.
- 22 Faculty employee has entire responsibility to meet the terms for filing an Annual or Revised Plan.

### **21 – Post Retirement Employment**

- 23 STRS regulation: return to faculty service limited to 180-day waiting period after retirement date or age 60, whichever comes first.

### **26 – Summer Session**

- 24 STRS regulation: return to faculty service limitation.
- 25 Portal process for issuance/acceptance of Assignment Contract: **10-day window**. (see Article 7 Portal process).

### **30 – Resignation and Retirement**

26 Letter of resignation is part of the Board packet and thus a public document. Faculty shall be responsible for omitting personal information they do not want disclosed to public; the District will not redact information from resignation/retirement letters.

### **34 – Distance Learning**

27 Prior MOU incorporated into Agreement.

28 Scheduling, load and class size, training, limitation on full load online.

29 PGA units for course development or conversion to new course management system.

### **35 – Training/Retraining Stipends**

30 Stipends not to be used for travel, meals, lodging or conference fees.

31 Funds available for following college year activities only.

32 Deadline is April 15 for following year requests.

33 Reimbursement if expenses made only after verification of completed activities.

### **Summary**

34 Agreement changes involve no material impact to budgets or expenditures incurred by the District.

The attached accompanying *Agreement* shows all proposed changes. Appendices H1, H2, H3, K1 and K2 are also included. Other Appendices remain unchanged except for cross-references, adoption of new formats as seen in the District's Portal, reorganization and headings for improved readability, or formal adoption of procedural forms already in use.

Tracked Changes to the

*Agreement*

between

Foothill – De Anza Community College District

and the

Faculty Association

TA 3/11/12  
District [Signature]  
FA [Signature]

Article 1  
**GENERAL PROVISIONS**

**Definitions**

- 1.1 Unless expressly provided otherwise, the following definitions shall govern the interpretation and construction of this *Agreement*:
- 1.1.1 "Association" or "FA" means the Foothill-De Anza Faculty Association.
- ~~1.1.3~~  
1.1.2 "Board" means the Board of Trustees of the Foothill-De Anza Community College District, the Chancellor, or any of the Board's officers or employees who have delegated authority to act for the Board. The words "Board itself" mean the governing board of the District.
- ~~1.1.2~~  
1.1.3 "District" means the Foothill-De Anza Community College District.

**Administrative Personnel**

- 1.1.4 "Administrator/manager" means any employee in a position designated by the governing board of the District as having direct responsibilities for formulating policy or administering District programs. In addition:
- 1.1.4.1 An "Educational Administrator," in formulating policy or administering instructional and student services programs, has direct responsibility for the formulation of the budget, curriculum or program development, and/or has direct responsibility for the supervision and evaluation of faculty and staff associated with the program;
- 1.1.4.2 A "Program Administrator" administers specific programs within the College or District but does not meet the definition for an educational administrator.
- 1.1.5 "Chancellor" means the Chancellor of the Foothill-De Anza Community College District.

**Faculty Personnel**

- ~~1.1.9~~  
1.1.6 "Article 19 faculty" means a retired faculty employee who has an annual contract under the provisions of Article 19 of the *Agreement*.
- ~~1.1.8~~  
1.1.7 "Contract employee" means a probationary faculty employee or a grant-funded employee hired on a year-to-year basis in accordance with Education Code 87470.

- ~~1.1.6~~  
1.1.8 "Faculty employee" means any employee in the bargaining unit as defined in Section 1.2.
- ~~1.1.11~~  
1.1.9 "Part-time temporary faculty employee" means any faculty employee who is employed pursuant to Education Code Section 87482.5 for no more than ~~60~~ sixty-seven percent (67%) of the annual load of scheduled duties for a full-time regular faculty employee having comparable duties.
- 1.1.10 "Probationary employee" means a full-time faculty employee hired as a contract employee under Education Code 87605 or for continued contract employment under Education Code 87608 or 87608.5.
- ~~1.1.7~~  
1.1.11 "Regular employee" means a permanent or tenured faculty employee.
- ~~1.1.22~~  
1.1.12 "Retired faculty employee" means a contract or regular faculty employee who has both resigned from the District and retired under STRS or PERS.
- ~~1.1.10~~  
1.1.13 "Temporary faculty employee" means a faculty employee appointed for not more than one complete school year, but not less than a complete quarter during a school year as provided in Education Code 87482.

### **Instructional Periods**

- ~~1.1.17~~  
1.1.14 "Academic hour" means a period of fifty (50) minutes for purposes of office hours under Article 7.15 and Article 10.8 and substitute coverage under Article 16.37.
- ~~1.1.16~~  
1.1.15 "Academic recess" means that portion of the academic year between the end of one quarter and the beginning of the next quarter.
- ~~1.1.14~~  
1.1.16 "Academic year" means that portion of the college year that extends from the beginning of the Fall quarter through the end of the Spring quarter.
- ~~1.1.13~~  
1.1.17 "College year" means July 1 through June 30.
- 1.1.18 "Interession" means that period of time in which classes are held during an academic recess or beyond the academic year. Assignment to interession classes shall not apply toward the ~~sixty-seven~~ percent (~~60~~67%) of a full-time annual load specified in Article 7.1.1.
- 1.1.19 "Intra-session" means a period of time during which classes are held for a portion of an academic quarter. Intra-session assignments shall be

made only through mutual agreement between the faculty employee and the Division Dean or appropriate administrator. Assignment to intra-session classes applies toward the ~~60~~ sixty-seven percent (~~60~~67%) of a full-time annual load limit specified in Article 7.1.1.

~~1.1.15~~

1.1.20

“Summer session” means the intersession between academic years. Summer session is not part of the 175 day academic year; it commences on the first workday following the end of the academic year and terminates on the last workday preceding the start of the new academic year. Summer session assignments shall be governed by Article 26 of this *Agreement*.

~~1.1.15~~

1.1.20.1

“Early summer session” means a period of instruction that partially overlaps the Spring quarter of the academic year. These assignments begin no earlier than the start of the ninth week of the Spring quarter and end during the summer session. At least fifty (50) percent of the instructional time of an early summer session shall occur during the regular summer session. Early summer session assignments shall be governed by Article 26 of the *Agreement*.

### **Operative Terms**

~~1.1.20~~

1.1.21

“Concurrent section” is either a double section or a triple section scheduled and assigned as an aggregate.

1.1.22

“Contract day” means any day during the annual contract of a regular or contract faculty employee. The annual contract is comprised of 175 days for ten-month faculty, 195 days for eleven-month faculty, and 215 days for twelve-month faculty.

1.1.23

“CWID” is an acronym for Campus Wide Identification, a number assigned to a faculty employee for purposes of payroll, access to the District Portal, leave reports, and many of the forms contained in the Appendices to this *Agreement*.

~~1.1.12~~

1.1.24

“Faculty Service Area” (FSA) means a service or instructional subject area or group of related services or instructional subject areas (disciplines) established by the Foothill-De Anza Community College District in accordance with Education Code 87743 and Article 15 of the *Agreement*.

1.1.25

“Human Resources” means the District Office of Human Resources located in the District Office Building on the Foothill Campus.

~~1.1.21~~

1.1.26

“Resignation” means the voluntary termination of employment with the District in accordance with the terms and conditions set forth in Article 30.

- 1.1.27 "School day" means any day when the colleges are in session during the regular academic year.
- 1.1.28 "Working day" means any day during which the central administrative offices of the District are open for business.

### **Bargaining Unit Work**

- 1.2 The bargaining unit covered by this *Agreement* includes those employees of the District who are employed in positions that are not designated as supervisory or management for the purposes of Article 5 (commencing with Section 3540) of Chapter 10.7 of Division 4 of Title 1 of the Government Code and for which minimum qualifications for hire have been adopted pursuant to subdivision (a) of Education Code Section 87356. Faculty employees include, but are not limited to, instructors of credit and/or noncredit classes, librarians, counselors, community college health professionals, physically limited student programs and services professionals, extended opportunity programs and services professionals, child development center/children's center faculty, faculty on special assignments pursuant to Article 25 of this *Agreement*, noncredit (adult) education faculty, coordinators, executive heads and division assistants under Article 25 of this *Agreement*, and individuals employed to perform a service that, before July 1, 1990, required non-supervisory, non-management certification qualifications. While many of the above positions are mandated by law, nothing in this article shall necessarily require the continuation of the above positions.
- 1.2.1 Although faculty employees may assist administrators in budgeting, hiring, scheduling or supervising, administrators retain primary responsibility for these activities in accordance with Section 3540.1 of the Government Code. Any employees who are employed in faculty positions but who perform supervisory, management or other duties related to college governance shall not, because of the performance of those incidental duties, be deemed supervisors or managers. The incidental "supervisory" or "management" duties referred to in this subdivision include, but are not limited to, serving as a faculty member on hiring and selection and tenure review committees, conducting evaluations of part-time faculty, participating in budget development, or making effective recommendations in connection with those activities.
- 1.3 Any individual employment contract between the Board and any faculty employee shall be subject to and consistent with the terms of this *Agreement*. In the event of a conflict, the terms of this *Agreement* shall govern.
- 1.4 In the event that an administrator/manager is to be reassigned to faculty status, the District shall notify FA of the reassignment to provide FA with the opportunity for discussion with the Vice Chancellor of Human Resources. Such notification shall normally occur 10 or more working days prior to action taken by the Board.

### **Production and Distribution of the Agreement**

- 1.5 As soon as it is reasonably able to do so after the ratification of this *Agreement*, FA shall provide the Board with a camera-ready copy of this *Agreement*. Within 30 days after receipt of such a copy, the Board shall provide FA with a sufficient number of copies of the *Agreement* for distribution to each faculty employee. FA shall, at its expense, distribute a copy of this *Agreement* to each faculty employee.



TA 3/17/11  
District             
FA           

### Article 3 ASSOCIATION RIGHTS

- 3.1 The Association retains all rights guaranteed to employee organizations under Government Code Sections 3540 and following and all rights accorded by the Public Records Act (Gov. Code Sec. 6250 and following), the Ralph M. Brown Act (Gov. Code Sec. 54950 and following), and all other applicable provisions of law, and the exercise of the Association's rights shall be limited only by the terms of this *Agreement*. The rights retained by the Association include, but are not limited to, the right to have access to any record containing information relating to the conduct of the District's business that is open to inspection under the Public Records Act (including but not limited to records relevant to the preparation of the annual District budget), the right to receive a notice and agenda for each Board meeting, and the right to receive the name, address and salary of each faculty employee.
- 3.2 All written policies, rules, regulations or procedures governing conditions of employment of the members of the bargaining unit that are to be generally distributed to faculty employees shall be provided to the Association. General distribution means distribution to an entire division, segment, program, college or other administrative unit of the District.

#### **Elective Payroll Deductions**

- 3.3 Upon filing an appropriate form provided by the Board, each faculty employee shall have the right to have deductions of at least \$2 per item made from his or her monthly salary for the following:

3.3.1 Contributions to:

~~3.3.6~~

3.3.1.1 A Flexible Spending Account under Section 125 Pre-Tax Salary Deduction Health Care Reimbursement Plan and/or Dependent Care Reimbursement Plan in accordance with IRS regulations (Section 125 accounts are available for regular and contract faculty only);

~~3.3.7~~

3.3.1.2 Any special fund administered by the Board, by FA, or both;

~~3.3.9~~

3.3.1.3 Any tax exempt charitable organization, if at least twenty-five (25) employees request a deduction for the same charitable organization;

~~3.3.8~~

3.3.1.4 A student loan fund or a student assistance fund administered by the Board;

~~3.3.10~~

3.3.1.5 The Foothill-De Anza Foundation.

- ~~3.3.1~~  
3.3.2 Dues to a local or statewide professional association or any other professional organization affiliated or otherwise connected with a statewide professional organization which authorizes the statewide organization to receive membership dues on its behalf.
- 3.3.3 Payment to a credit union.
- ~~3.3.5~~  
3.3.4 Premiums for insurance sponsored by a professional association, FA, or the District and, for part-time faculty employees only, premiums for State Disability Insurance (SDI).
- 3.3.5 Purchase of:
- ~~3.3.2~~  
(A) Deferred compensation plans approved by the Board. Changes shall be made in accordance with IRS regulations. A list of qualified vendors is available at the Business Services website. Faculty enrolled prior to October, 2004 in plans not included on this list are not required to change vendors;
- ~~3.3.4~~  
(B) Government savings bonds.
- ~~3.3.11~~  
3.3.6 Such other payments or contributions as may be mutually agreed upon by the Board and FA.

No deduction shall be permitted during the term of this *Agreement* for the payment of any dues, fees, or contributions to any employee organization (bargaining unit) as defined in Government Code Section 3540.1 other than FA.

#### **Association Representatives and Release Time**

- 3.4 On or before June 30 of each year, the Association shall provide the Board with a list of the faculty employees who will serve as Association Executive Council members during the succeeding academic year. Upon the timely receipt of the list, the Board shall establish a work assignment for each Association Executive Council member that will reasonably permit him or her to attend the regular meetings of the Council.
- 3.5 During the first two weeks of the quarter preceding the commencement of negotiations on an agreement to succeed this *Agreement*, or on any reopeners contained in this *Agreement*, the Association shall provide the Board with the names of a reasonable number of faculty employees who will serve as the FA negotiating team. Upon the timely receipt of this information, the Board shall establish a work assignment for each member of the negotiating team that will reasonably enable the parties to establish regularly scheduled negotiating sessions of at least two per week at which all team members can be present.
- 3.6 For the purpose of meeting and negotiating and for the processing of grievances, faculty employees representing the Association shall receive reasonable periods of released time as follows:

- 3.6.1 The Association may request and the Board shall provide released time equivalent to a maximum of 4.0 full-time faculty assignments.
- 3.6.2 In addition to Section 3.6.1, when the *Agreement* is being negotiated in its entirety or District budget and shared governance activities, conciliation matters, or finance-related negotiations occur during the Summer Session, the Board shall provide released time up to 0.25 of a full-time faculty assignment if the Faculty Association funds a like amount. Such released time shall be granted only to those faculty who use the released time during the summer session.
- 3.6.3 In addition to the released time provided for in subsection 3.6.1, the Board shall provide further released time as requested by the Association, if the Association reimburses the Board for the full cost of any released time so requested.
- 3.6.4 The cost of released time provided under subsection 3.6.3 shall be equal to the full cost (including salary, paid benefits and retirement contributions, to the extent applicable) the Board would have to incur to replace the faculty employees granted release time. The full replacement cost shall be calculated by using the average compensation paid to part-time temporary faculty employees employed by the District during the academic year the released time is provided.
- 3.6.5 Each quarter, at least two weeks before the date on which Division Deans are required to submit tentative class schedules, the Association shall inform the Board of the names of faculty employees it has designated to receive released time during the quarter and the extent to which each will be released from his or her normal duties.
- 3.6.6 All released time provided under this section shall be distributed in a manner requested by the Association, provided that all released time shall be granted in complete service increments only. A complete service increment is one course per quarter or its equivalent.

### **Representation on Committees**

- 3.7 For each of the following committees the Association may designate a faculty employee/s to represent it as a member/s of the committee:

~~3.7.7~~

3.7.1 Chancellor's Advisory Council (CAC);

~~3.7.1~~

3.7.2 De Anza College Council;

3.7.3 De Anza Curriculum Committee; ~~Foothill Curriculum Committee;~~

~~3.7.6~~

3.7.4 District Budget Advisory Committee (BAC);

3.7.5

District Health Benefits Advisory Committee (HBAC);

3.7.4  
3.7.6

District Human Resources Advisory Committee (HRAC);

3.7.8  
3.7.7

District Educational Technology Advisory Committee (ETAC);

3.7.2  
3.7.8

Foothill College ~~Round Table~~ Planning and Research Council (PaRC);

3.7.3  
3.7.9

Foothill Curriculum Committee;

3.7.10  
3.7.10

Any other committees mutually agreed upon by FA and the Board; however, nothing in this article requires the continuation of a designated committee. The FA is encouraged to participate on appropriate committees covering topics within the scope of representation.

## Article 5 GRIEVANCE PROCEDURE

The Faculty Association and the Board recognize that the prompt resolution of differences is essential to sound employer-employee relations. To this end faculty and administrators should seek to resolve issues directly. If satisfactory resolution is not reached through this means, the faculty employee should pursue resolution in accordance with the following procedures. (See Appendix N2 for flowchart of the process.) Grievance is a faculty right under the Government Code and the exercise of grievance rights shall not, in itself, result in adverse consequences.

### 5.1 Conciliation

- 5.1.1 A conscientious effort shall be made to resolve differences related to the *Agreement* between faculty employees and the Board at the lowest possible administrative level before a grievance may be filed.
- 5.1.2 To encourage informal and confidential resolution of disputes, the Faculty Association shall maintain a conciliation committee to assist faculty employees in resolving potential grievances.
- 5.1.3 Evidence of either party's conduct or statements during conciliation efforts between the faculty employee and the Board shall be inadmissible in any subsequent grievance proceeding.

### 5.2 Definitions

#### 5.2.2

5.2.1 "District representative" means an administrator designated by the Chancellor to represent the Board at all stages of a grievance proceeding.

#### 5.2.5

5.2.2 To "~~f~~File" means to deliver either personally or by certified mail, return receipt requested. A document is "filed" on the day it is received.

#### 5.2.4

5.2.3 "Grievance" means a written statement by a faculty employee alleging that he or she has been wronged by the Board's violation, misinterpretation, or misapplication of specific provisions of the *Agreement*. "Grievance" also means a written statement by the Faculty Association alleging that the Association itself has been wronged by the Board's violation, misinterpretation, or misapplication of specific provisions of the *Agreement*. "Grievance" also means a written ~~statement~~ statement by the Faculty Association signed by an individual faculty employee alleging that the employee has been wronged by the Board's violation, misinterpretation, or misapplication of specific provisions of the *Agreement*.

#### 5.2.6

5.2.4 "Notice" means a Notice of Grievance on a form (Appendix N1) agreed upon by the Association and the Board.

~~5.2.4~~  
5.2.5 "School day" means any day when the colleges are in session during the regular academic year.

~~5.2.7~~  
5.2.6 "Shall" is mandatory; "may" is permissive.

~~5.2.3~~  
5.2.7 "Working day" means any day during which the central administrative offices of the District are open for business.

### 5.3 Step 1 - Filing a Formal Grievance

- 5.3.1 Who May File. A grievance may be filed by any of the following individuals as long as he or she is not alleging a violation, misinterpretation or misapplication previously and unsuccessfully grieved:
- 5.3.1.1 Any faculty employee who, at the time of filing, is a member of the bargaining unit;
  - 5.3.1.2 Any former faculty employee who was a member of the bargaining unit during the preceding academic quarter; or
  - 5.3.1.3 An officer of FA who has been authorized to file the grievance on behalf of the Faculty Association by its Executive Council; or
  - 5.3.1.4 An officer of FA who has been authorized by an individual faculty employee to file the grievance on behalf of the employee.
- 5.3.2 Representation. Upon the filing of the grievance and thereafter, the responding administrator may be accompanied by a District representative who shall advise and may act for the administrator. A grievant may be advised and represented by:
- 5.3.2.1 Representatives of FA;
  - 5.3.2.2 A representative of his or her own choosing other than FA; or
  - 5.3.2.3 Himself or herself.
- 5.3.3 Filing and Time Limits on Filing. A formal grievance shall be initiated by the filing of a written Notice of Grievance on a form (Appendix N1) agreed upon by FA and the Board. The notice shall:
- 5.3.3.1 Contain a concise statement of the violation, misinterpretation, or misapplication alleged, the circumstance or action of discovery of the circumstance or action;
  - 5.3.3.2 State the remedy sought;

- 5.3.3.3 State the name, address, and telephone number of the grievant's representative, if known; and
    - 5.3.3.4 Include the grievant's name, address, home and work telephone numbers, and signature.
  - 5.3.4 The notice shall be filed with the Vice Chancellor of Human Resources with copies to FA and the College President within 50 school days after the grievant discovered or reasonably could have discovered the circumstance or action giving rise to the grievance. Regardless of the date of the discovery, however, a notice shall not be timely if it is filed more than one year after the circumstance or action giving rise to the grievance. Timelines are specified in Appendix N2.
  - 5.3.5 Upon receipt of a Notice, the Vice Chancellor of Human Resources shall designate a District representative.
- 5.4 Step 2 - Internal Review
  - 5.4.1 Within five school days of the filing of the Notice, the College President shall schedule a meeting with the grievant, the responding administrator and their representatives. This meeting, to afford the parties a reasonable opportunity to be heard, shall occur within twenty school days of the filing of the notice. The nature of the Internal Review is informal, that is, the grievant and the responding administrator shall present their respective views, and the President may question the parties and/or their representatives. The President may also seek additional information about the grievance from any source. Using his or her professional judgment, the President shall make a good faith effort to resolve disputes related to the *Agreement* to the extent practicable and consistent with legal statutes and regulations.
  - 5.4.2 Within seven school days following the meeting with the grievant, the President shall make a decision regarding the grievance. The decision shall be in writing and shall be sent to the grievant with copies to the responding administrator, FA, and the Vice Chancellor of Human Resources.
  - 5.4.3 The President may designate another employee of the District to conduct the internal review and render a decision under this section, but the President's designee shall, to the extent practical, be someone who has had no previous involvement in the events upon which the grievance is based.
- 5.5 Step 3 - Request for Arbitration
  - 5.5.1 If the President denies the grievance or fails to make a timely decision, the grievant may request in writing that FA submit the grievance to arbitration. FA shall have the exclusive right to submit the decision to arbitration. If FA declines to submit the decision to arbitration, the grievant shall have exhausted his or her administrative remedies and is free to pursue other remedies that may be available.

- 5.5.2 If FA chooses to exercise its right to submit the grievance to arbitration, it shall file with the Vice Chancellor of Human Resources a written request for arbitration signed by the grievant and an authorized representative of FA. The request for arbitration shall be filed within ten school days following the date of the President's decision or, in the event the President failed to make a timely decision, within ten school days following the date on which the President's decision was due under Section 5.4.2.
- 5.5.3 Failure to file a request for arbitration within the time specified in Section 5.5.2 shall terminate the grievance.
- 5.5.4 Unless FA and the Board mutually agree upon an arbitrator within five school days of the filing of a request for arbitration, a representative of FA and a representative of the Board shall jointly request the California State Conciliation Service to submit a list of seven available arbitrators.
- 5.5.5 Within ten school days of the receipt of the list of arbitrators from the State Conciliation Service, the representatives of FA and the Board shall alternately strike names from the list until only one name remains. That person shall serve as arbitrator. A toss of a coin shall determine which representative strikes the first name from the list.
- 5.5.6 The designated representatives shall immediately send a notice of selection to the State Conciliation Service, requesting an arbitration hearing as soon as possible. The notice of selection shall be accompanied by a copy of the *Agreement*, a copy of the Notice of Grievance, and the Notice of Intent to Consolidate Grievances, if applicable.
- 5.5.7 The arbitrator shall establish as early a hearing date as is practical; provided, however, that the arbitrator shall notify the Vice Chancellor of Human Resources and FA of the date, time, and place of the hearing at least twenty school days in advance of the date set for the hearing.
- 5.5.8 If the arbitrator fails to establish a hearing date that is within 90 calendar days of the date of his or her selection, either FA or the Board may request the selection of a new arbitrator pursuant to Sections 5.5.4 through 5.5.8.

## 5.6 Arbitration Hearing

- 5.6.1 It shall be the duty of the arbitrator to hold a hearing for the purpose of considering arguments and evidence submitted by parties to the grievance and forming a decision that will conclude the grievance. Irrelevant and unduly repetitious evidence shall be excluded.
- 5.6.2 Except as otherwise provided herein, the voluntary labor arbitration rules of the American Arbitration Association shall govern the arbitration proceedings.
- 5.6.3 Attendance at the hearing shall be limited to:
  - 5.6.3.1 The grievant and the grievant's representative, if any;



- 5.6.3.2 The responding administrator and a District representative if any;
- 5.6.3.3 The arbitrator;
- 5.6.3.4 Witnesses, but only while giving evidence;
- 5.6.3.5 An observer designated by the Faculty Association;
- 5.6.3.6 The Vice Chancellor of Human Resources or an observer designated by the Vice Chancellor; and
- 5.6.3.7 A court reporter, if any.
- 5.6.4 At the hearing, only the participants listed in Sections 5.6.3.1 through 5.6.3.4 may participate. The grievant and all necessary witnesses shall be provided released time for the time during which they are needed at the hearing.
- 5.6.5 The grievant shall demonstrate that he or she was wronged by the Board's violation, misinterpretation or misapplication of specific provisions of the *Agreement* as alleged in the grievance.
- 5.6.6 The arbitrator shall, as soon as possible after the conclusion of the hearing, prepare his or her report. The arbitrator's report shall consist of the arbitrator's detailed findings of fact and conclusions. If the arbitrator's findings and conclusions establish that the Board has violated, misinterpreted or misapplied specific provisions of the *Agreement* as alleged in the grievance, the arbitrator's decision shall enforce the terms of the *Agreement* so as to remedy the wrong to the individual grievant, but the arbitrator shall not add to, subtract from, or otherwise modify the terms of the *Agreement*. If the arbitrator's findings and conclusions establish that a monetary award is necessary to enforce the terms of the *Agreement* so as to fully remedy the wrong to the individual grievant, such an award (including interest, if appropriate) shall be made. The arbitrator shall refer all matters on which the arbitrator has no authority to rule, back to the parties without any decision.
- 5.6.7 The decision of the arbitrator shall be final and binding.
- 5.6.8 Each party shall bear the costs of preparing and presenting its own case in arbitration. All fees and expenses of the arbitrator shall be shared equally by FA and the Board.
- 5.7 General Provisions
  - 5.7.1 The time limits specified in these procedures are maximum limits and every effort shall be made to expedite the process. Notwithstanding this provision, any time limit specified in these procedures may be extended by written agreement of the parties.

- 5.7.2 The Notice of Grievance may be reasonably amended at any time prior to the filing of a request for arbitration, as long as the amendment relates directly to the allegations contained in the original Notice of Grievance.
- 5.7.3 Grievances may be consolidated by action of the Executive Council before Step 3 - Request for Arbitration as follows:
  - 5.7.3.1 A Notice of Intent to Consolidate Grievances shall be sent to the Vice Chancellor of Human Resources within three school days of the Executive Council's action along with (each) grievant's written consent to consolidation.
  - 5.7.3.2 Unless the Board objects to the joining of grievances in a particular instance, the grievances shall be consolidated in all remaining steps of the grievance procedure.
  - 5.7.3.3 If the Board objects to a particular consolidation of grievances by the Executive Council, each grievance shall be treated separately at all steps of the grievance procedure preceding arbitration but shall be joined at arbitration if the arbitrator rules that consolidation is appropriate.
  - 5.7.3.4 In the event that the Board objects to a particular consolidation of grievances, the Vice Chancellor of Human Resources shall provide FA with a written statement of the Board's objections within three school days of receipt of the Notice of Intent to Consolidate Grievances.
  - 5.7.3.5 The final decision in a consolidated grievance shall be binding upon all parties to the grievance.
- 5.7.4 A grievance may be withdrawn at any time.
- 5.7.5 The parties may, by mutual agreement, proceed immediately to arbitration of any grievance.
- 5.7.6 All documents, communications and records dealing with the processing of a grievance shall be placed in a separate grievance file, except that any document or record removed from a personnel file or any other file for use in a grievance proceeding shall be returned to the original file.
- 5.7.7 FA may provide an annual summary, consistent with applicable confidentiality requirements, of its conciliation and grievance activities to the Chancellor and College Presidents.

Article 6A  
**EVALUATION OF PROBATIONARY (CONTRACT) FACULTY  
EMPLOYEES FOR TENURE**

**Purpose and Overview of the Probationary Period**

6A.1 The purpose of the probationary period is to give the probationary faculty employee who is a candidate for tenure the opportunity to demonstrate to the Board of Trustees that he or she meets the standards established by the Board for the granting of tenure. The tenure review process is a rigorous process of evaluation during which a review of the candidate's performance is conducted and a recommendation is made to the Board of Trustees, which makes the final decision on whether to grant tenure to the candidate. This article describes the process by which the recommendation to the Board is formulated, the criteria upon which the recommendation is made, and the avenues of appeal available to the candidate. All the procedures, requirements, and timelines of the probationary period are fully delineated in the Tenure Review Handbook that is an extension of this article.

6A.1.1 The tenure review process is a four-year period, divided into three phases. Phase I is Fall and Winter quarter of the first year. Phase II is Spring quarter of the first year and Fall and Winter quarters of the second year. Phase III begins in Spring quarter of the second year and ends in Winter quarter of the fourth year. Phase I shall begin in the Fall quarter of the academic year, regardless of the probationary faculty employee's first day of service as a full-time faculty employee.

6A.1.2 To support the candidate probationary faculty employee throughout the tenure review process, the college provides on-going tenure review workshops, new faculty orientations, and the assistance of the Tenure Review Coordinator (as described in Section 6A.32). In addition, the candidate is encouraged to participate in campus and District programs that promote professional growth and improvement of instruction.

6A.1.3 ~~In accordance with Appendices A and B, by the end of the four year tenure process, the probationary faculty employee shall satisfy the nine (9) quarter unit professional growth activity requirement in order to continue advancement on the salary schedule.~~

Probationary faculty are advised that, while not a condition for attaining tenure, they must satisfy the nine (9) quarter unit professional growth activity requirement in accordance with Appendix A by the end of the four-year tenure process in order to continue advancement on the salary schedule.

**Tenure Review Coordinator**

6A.32 A Tenure Review Coordinator shall be appointed by the President of each campus with the concurrence of FA and each campus Academic Senate to a two-year renewable term to coordinate all tenure review activities including training and implementation of the Tenure Review Handbook within the provisions of this Article. In addition, the Tenure Review Coordinator shall assist the candidate in

understanding the tenure review process and/or resolving concerns he or she may have about the procedures or membership of the tenure review committee.

6A.32.1 The Tenure Review Coordinator position shall be a "special assignment" under Article 25.

6A.4 ~~For each probationary faculty employee beginning the tenure review process prior to Fall quarter of 2007, a Tenure Review Committee shall be formed as follows:~~

6A.4.1 ~~In Phase I, the Tenure Review Committee shall be the Core Committee, composed of the Division Dean or appropriate administrator, and two tenured faculty from the division, one of whom, whenever possible, shall be from the same department as the probationary faculty employee. Members of the Core Committee shall serve for the duration of the probationary faculty employee's tenure review period unless replaced in accordance with Section 6A.6.6. The Vice President may attend committee meetings at his or her discretion to provide input, consultation, and oversight.~~

6A.4.1.1 ~~The two tenured faculty members shall be nominated by the appropriate division faculty (one from the department or program where possible and one from the division) and confirmed by the Academic Senate.~~

6A.4.1.2 ~~When a probationary faculty employee has a "split assignment," that is, an assignment in more than one division or program, or an assignment in one division that serves a special student population in another division, the Core Committee shall, whenever possible, have one tenured faculty member from each of the divisions or service areas.~~

6A.4.1.3 ~~The chair of the Tenure Review Committee shall be a member of and elected by the Core Committee. Tenured faculty members may serve as committee chair but a faculty member who wishes not to serve as chair is free to decline.~~

6A.4.2 ~~In Phase II, the Tenure Review Committee shall consist of five members: the Core Committee plus the Vice President and a third tenured faculty member appointed by the Academic Senate from the faculty at large, outside the division.~~

6A.4.3 ~~In Phase III, the Tenure Review Committee shall be the Core Committee who shall consult with the Vice President throughout the final phase of the tenure review process. The Vice President may attend meetings and provide input and consultation to the committee but he or she shall not be a voting member in the committee's final recommendation.~~

6A.4.3.1 ~~Notwithstanding Section 6A.2, the Vice President may perform a consultative evaluation during Phase III as described in the Tenure Review Handbook. The evaluation may be initiated by the Vice President, the committee or the probationary faculty employee.~~

- ~~6A.4.3.2~~ When the Vice President performs a consultative evaluation during Phase III, the Core Committee shall elect one of its faculty members to perform a follow-up evaluation that includes the performance area(s) evaluated by the Vice President. This evaluation shall be performed in addition to the three probationary evaluations required during Phase III.

**Tenure Review Committees for Faculty Hired After Fall Quarter, 2007**

6A.53 For each probationary faculty employee beginning the tenure review process in Fall quarter of 2007 and thereafter, a Tenure Review Committee shall be formed as follows:

6A.53.1 In Phases I and II, the Tenure Review Committee shall consist of five members: the Core Committee (described below) plus the Vice President and a third tenured faculty member appointed by the Academic Senate from the faculty at large, outside the division.

6A.53.1.1 The Core Committee, composed of the Division Dean or appropriate administrator, and two tenured faculty from the division, at least one of whom, whenever possible, shall be from the same department as the probationary faculty employee. Members of the Core Committee shall serve for the duration of the probationary faculty employee's tenure review period unless replaced in accordance with Section 6A.64.6.

6A.53.1.2 Two tenured faculty members (from the department where possible) shall be nominated by the appropriate division faculty and confirmed by the Academic Senate. The third tenured faculty member shall be appointed by the Academic Senate from the faculty at large but outside the division.

6A.53.1.3 When a probationary faculty employee has a "split assignment," that is, an assignment in more than one division or program, or an assignment in one division that serves a special student population in another division, the Core Committee shall, whenever possible, have one tenured faculty member from each of the divisions or service areas.

6A.53.1.4 The Chair of the Tenure Review Committee shall be a member of, and elected by, the Core Committee. Tenured faculty members may serve as committee chair but any faculty member who wishes not to serve as chair is free to decline.

6A.53.2 In Phase I, at least three probationary evaluations shall be performed, one by each of the Core Committee members. If the Tenure Review Committee determines that additional probationary evaluations are necessary, the Vice President and the at-large faculty member shall each perform a probationary evaluation. At the discretion of the Tenure Review Committee, one or more members of the Core Committee may also perform an additional probationary evaluation.

- 6A.53.3 In Phase II, each member of the Tenure Review Committee shall perform at least one probationary evaluation.
- 6A.53.4 In Phase III, the Tenure Review Committee shall be the Core Committee who shall consult with the Vice President throughout the final phase of the tenure review process. The Vice President may attend meetings and provide input and consultation to the committee, but he or she shall not be a voting member in the committee's final recommendation.
- 6A.53.4.1 Each member of the Core Committee shall perform at least one probationary evaluation.
- 6A.53.4.2 Notwithstanding Section 6A.212, the Vice President may perform a consultative evaluation during Phase III as described in the Tenure Review Handbook. The evaluation may be initiated by the Vice President, the committee, or the probationary faculty employee.
- 6A.53.4.3 When the Vice President performs a consultative evaluation during Phase III, the Core Committee shall elect one of its faculty members to perform a follow-up evaluation that includes the performance area(s) evaluated by the Vice President. This evaluation shall be performed in addition to the three probationary evaluations required during Phase III.

#### **Responsibilities of Tenure Review Committee Members**

- 6A.64 The following shall apply to all Tenure Review Committee members as described in Sections 6A.4 and 6A.53:
- 6A.64.1 In no case shall any member of the Tenure Review Committee also serve as a formal or informal mentor to the probationary faculty employee.
- 6A.64.2 Tenure Review Committee members shall respect the confidentiality of the tenure review process, with evaluations and the views of members regarded as confidential information.
- 6A.64.3 Tenure Review Committee members shall maintain objectivity in performing their evaluative responsibilities. To that end, members shall disqualify themselves if they believe they cannot maintain impartiality toward a candidate.
- 6A.64.3.1 Whenever possible, no more than one faculty member from the candidate's hiring committee shall serve on the tenure review committee.
- 6A.64.3.2 Every effort shall be made to create tenure review committee membership with representation from different ideologies or pedagogies in the discipline.
- 6A.64.3.3 All committee members shall respect the academic freedom of the candidate to employ pedagogy or methodology

appropriate to the discipline but which differs from the instructional practices of the individual committee members.

- 6A.64.4 Tenure Review Committee members shall not delegate their evaluation responsibilities, including the distribution and tabulation of student evaluations, to any other employee.
- 6A.64.5 Before beginning their evaluation duties, all Tenure Review Committee members shall have completed an in-service training session specifically designed to 1) familiarize them with timelines and procedures; 2) emphasize the constructive nature of the tenure review process; 3) review the academic freedom rights and responsibilities of the probationary faculty employee; 4) define cultural competence and increase awareness of the behaviors and attitudes that support faculty diversity; and, 5) enable members to identify bias and maintain objectivity.
- 6A.64.5.1 Whenever substantive changes occur in Article 6A and/or the Tenure Review Handbook, Tenure Review Committee members shall complete an in-service training session.
- 6A.64.6 When extenuating circumstances (such as Professional Development Leave, long-term sick leave, scheduling conflicts, retirement, etc.) arise, the committee member shall, whenever possible, serve until the end of a phase and then be replaced.
- 6A.64.6.1 Faculty replacements shall be nominated by the appropriate division faculty and confirmed by the campus Academic Senate.
- 6A.64.6.2 Administrative replacements shall be appointed by the President.

#### **Completion of Service on a Tenure Review Committee**

- 6A.64.7 Faculty members who serve as members of a Tenure Review Committee shall receive one (1) quarter unit of professional growth activity and a Tenure Review Committee Chair shall receive two (2) quarter units of professional growth activity for the completion of regular and continuous service in each designated phase of the tenure review process as defined in the Tenure Review Handbook. These units of professional growth activities shall be applicable under Article 38.4.3 and/or Professional Growth Activity 1C 1.3 of Appendices A and B of this Agreement. Alternatively, instead of receiving professional growth activity units, the faculty member may use tenure review committee service as special service for the Professional Achievement Award under Article 38.5.
- 6A.64.7.1 In order to receive the appropriate professional growth unit(s) for the designated phase, the faculty member shall complete in a timely manner all evaluation duties delegated to him or her by the Tenure Review Committee. Failure to provide completed evaluation documents in accordance with the established timelines may result in loss of unit credit.

6A.64.7.2 If a ~~faculty employee fails to regularly~~ Tenure Review Coordinator is concerned about a Tenure Review Committee member's performance of his or her committee responsibilities in a timely manner, ~~the responsibilities of the Tenure Review Committee, the Dean of Faculty and Staff at Foothill or the Dean of Academic Services at De Anza~~ Tenure Review Coordinator shall request to meet with the committee member in an attempt to resolve the issue. If necessary, the Tenure Review Coordinator may consult with the committee member's Dean or administrative supervisor ~~the Dean, in consultation with the campus Tenure Review Coordinator, who~~ may remove the faculty member from the Committee if, in their his or her professional judgment, the non-performance of responsibilities committee member's continuation could seriously impairs the tenure review process. In such a case, ~~the Division Dean~~ Tenure Review Coordinator shall seek a replacement on the committee as provided by Section 6A.64.6.1 or Section 6A.4.6.2, as appropriate.

6A.75 The Tenure Review Committee Chair shall be responsible for calling meetings, coordinating activities of the committee, representing the committee to the Tenure Review Coordinator and any management employees, and other officially designated duties.

#### **Evaluation Criteria Used by the Tenure Review Committee**

6A.86 Criteria to be considered in the official evaluation and tenure review of probationary faculty have been developed by District faculty and administrators. These criteria, which serve as standards for the evaluation itself, are elaborated in the Tenure Review Handbook. These criteria shall include:

6A.86.1 Performance in classroom teaching or in the fulfillment of other primary responsibilities specifically listed in the employment job description;

6A.86.2 Demonstration of respect for students' rights and support of student success;

6A.86.3 Demonstration of respect for colleagues and the teaching profession;

6A.86.4 Professional contributions; and,

6A.86.5 Professional growth activities. (Requirements for step advancement are specified under "Professional Growth Activities" in Appendix A and Appendix B of this Agreement.)

6A.97 Criteria not included in Section 6A.86 shall not be used in the evaluation process nor be a part of the Tenure Review Committee's recommendations unless such exceptional criteria have been discussed with and agreed upon in writing by the probationary faculty employee.



- 6A.97.1 The use of these exceptional criteria in the evaluation process shall be determined by the peculiar situation or demands related to the probationary faculty employee's primary assignment.
- 6A.97.2 The appropriate Vice President or Dean shall inform the Tenure Review Committee and the probationary faculty employee of any program requirements or standards related to the probationary faculty employee's assignment(s).
- 6A.108 The evaluation may be based upon information obtained through the use of videotape or other recording devices only with the written permission of the probationary faculty employee.
- 6A.119 No anonymous letters or material shall be used in the tenure review process in any form nor shall such materials be referenced in any evaluation or Tenure Review Committee records.
- 6A.1210 No evaluation shall be based upon information unrelated to the probationary faculty employee's performance as specified in Sections 6A.86 and 6A.97. All evaluation materials shall be in writing and shown to the probationary faculty employee, who has the option of signing or not signing the material. If the employee chooses not to sign the material, the decision shall be so noted and dated by the evaluator.
- 6A.1311 The private life of a probationary faculty employee, including religious, political, and organizational affiliations, or sexual orientation, shall not be a part of the probationary faculty employee's evaluation and tenure review process in any manner whatsoever.

### **Evaluation of Probationary Faculty Employees**

- 6A.212 The evaluation of probationary (contract) faculty employees shall be performed by the Tenure Review Committee and shall take place according to the provisions and timelines contained in this article and as elaborated in the District Tenure Review Handbook, a copy of which shall be given to each employee upon his or her employment in the District.
- 6A.212.1 Any changes in the District Tenure Review Handbook shall be subject to the negotiations process. The probationary faculty employee's tenure review process shall be governed by Article 6A and the Tenure Review Handbook current at the time of his or her hire, unless otherwise negotiated. If such a negotiated change occurs, all affected probationary faculty employees, tenure review committee members, the Tenure Review Coordinators, the Academic Senate Presidents, and senior administrators involved in the tenure review process shall be notified of an applicable change and the way in which it will be implemented.
- 6A.212.2 Probationary evaluations by committee members shall be performed and recorded on the "Administrative and Peer Evaluation Form for Faculty" (Appendix J1 of the *Agreement*) in accordance with the timelines established in the Tenure Review Handbook for each phase of the tenure review process. The duration of the evaluation visit shall be normally, but not less than, one academic hour (50 minutes).

6A.212.3 Student evaluations shall be performed and recorded on the “Student Evaluation Form” (Appendix J2 of the *Agreement*).

6A.212.3.1 The Student Evaluation Form shall be distributed and collected by a member of the Tenure Review Committee and completed in the absence of the faculty candidate. The committee member shall process the responses to “Part A” of the Student Evaluation Form, attach the Scantron Tally Sheet to Appendix J3, complete and sign J3, and give these materials to the chair of the committee who shall meet with the committee and the candidate to review the results.

6A.212.3.2 “Part B” of the Student Evaluation Form shall be given to the chair of the committee. The Part B responses shall be reviewed by the members of the Tenure Review Committee and by the candidate after submission of final grades for the quarter. In no case shall such materials become part of the written reports and recommendations of the committee.

6A.212.3.3 After the committee and candidate review the Part A and Part B responses, the original student scantrons and narratives shall be given to the candidate.

6A.212.3.4 The number and timing of student evaluations for each phase in the tenure review process is described in the Tenure Review Handbook.

6A.12.3.5 A probationary evaluation and a student evaluation shall not be performed at the same time, i.e., on the same day and during the same academic hour(s).

6A.12.3.6 A Tenure Review Committee member responsible for performing both a probationary evaluation and a student evaluation during the same quarter shall provide the completed probationary evaluation to the candidate before conducting the student evaluation.

6A.212.4 Administrators, faculty or staff members with first hand knowledge of a probationary faculty employee’s professional performance may voluntarily share that knowledge with the Committee in person or through a signed statement, but such information shall not be construed as an official evaluation of the employee nor become part of the employee’s personnel file. When such information is provided, the committee shall determine whether it is timely, relevant, valid, and substantive, and decide whether to pursue corroborative investigation through first-hand evaluation by one or more committee members.

### **Schedule of Evaluation Activities and Timelines**

6A.1413 The Schedule of Activities and Timelines within which the evaluation and tenure review process shall occur are delineated in the Tenure Review Handbook. While these timelines are not meant to be understood or interpreted as rigid and absolute, they are essential to a fair, professional, and objectively administered process.

6A.1413.1 To provide needed flexibility, the written timelines shall be adhered to within a period of five working days before and five working days after the stated times and dates, except for the conditions specified in Section 6A.1615.

6A.1514 The Tenure Review Committee shall meet with the probationary faculty employee to review the criteria and performance areas that will be evaluated, including any program requirements and external standards related to the probationary faculty employee's assignment(s). The Tenure Review Committee Chair, as specified in Section 6A7.5, shall be responsible for the construction of a written schedule of meetings and evaluative activities so as to conform to Sections 6A.1413 and 6A.1413.1. A copy of this schedule shall be delivered to the probationary faculty employee, the committee members, and the Tenure Review Coordinator within five working days of the committee's first meeting with the probationary faculty employee.

6A.1514.1 When a probationary faculty employee has a "dual assignment" that is, a primary assignment for instruction, counseling, or learning resources that also includes program coordination or direction, program responsibilities shall be evaluated by at least one administrator and one faculty member of the committee during each phase of the tenure review process.

6A.1615 In the event of unusual or unforeseen circumstances that might cause the Tenure Review Committee to be unable to adhere to the timeline schedule as specified in Section 6A.1413.1, the committee, on the basis of a majority vote, may make a request to alter the timelines. The Tenure Review Committee Chair, after informing the probationary faculty employee, shall submit a written request to change the timeline schedule, along with the probationary faculty employee's comments, if any, to the President or designee and to the Tenure Review Coordinator, outlining the reasons and conditions for the request. The President or designee shall respond to the chair's request within two working days stating reasons for either granting or denying the request. A copy of this written response shall be delivered to the probationary faculty employee.

#### **Tenure Review Due Process Panel**

6A.1716 A Tenure Review Due Process pool shall be formed during the Spring Quarter of each academic year for the following academic year. FA and the Academic Senate shall each appoint two tenured college faculty members, and the President shall appoint two college administrators to the pool. Each college pool shall then elect its own chair. Each member of the pool shall complete the Tenure Review Committee in-service training described in Section 6A.64.5 before serving on a due process panel.

6A.1817 From each college pool, as specified in Section 6A.1716, a three-member Due Process Panel consisting of one representative from each of the three units shall be appointed by the chair to serve as a hearing body. When appropriate, the chair may serve as one of the three members of the panel. The Due Process Panel shall exist to act as a hearing body in the event that a probationary faculty employee, a Tenure Review Committee member, the Tenure Review Coordinator, or other staff member alleges that a due process complaint should be filed. A complaint may be so filed if it alleges that:

6A.1817.1 A probationary faculty employee is being subjected to biased treatment during the tenure review process; or

6A.1817.2 Board policy and/or the process/ timelines established in the Handbook are not being followed.

6A.1817.3 Prior to invoking the due process procedure, complainants shall make a good faith effort to resolve issues within the committee or with the assistance of the committee chair and the Tenure Review Coordinator.

During the tenure review process, the Due Process Panel shall not be responsible for the substantive issues involving recommendations to grant or deny tenure. Substantive issues involved in a negative decision on tenure by the Board during the third or fourth probationary year shall be reviewable through a special grievance. This grievance shall be governed by applicable provisions of Article 5 (Grievance Procedure) commencing with Section 5.3. Nothing in this process shall be inconsistent with legal requirements; furthermore, Education Code Section 87610.1(c) and (d) shall specifically apply.

6A.1918 Due process complaints shall be filed in writing with the Tenure Review Coordinator of the respective college. The Tenure Review Coordinator shall immediately notify the panel chair and the President or designee.

6A.1918.1 If the Tenure Review Coordinator is part of the complaint, the complaint shall be filed directly with the panel chair who shall then notify the President.

6A.1918.2 Due process complaints shall be filed before the end of the fourth week of the Winter Quarter of the academic year. During the fourth academic year, Phase III due process complaints shall be filed by the fourth week of the Fall Quarter. If an untimely complaint is raised, the person filing the complaint shall demonstrate why he or she could not have discovered the alleged violation in a timely manner. The panel shall then make the decision whether to act on the complaint or reject it as untimely.

6A.2019 The college due process chair shall direct the three-member Due Process Panel as specified in Section 6A.1817 to act on the complaint. The party filing the complaint shall provide the Due Process Panel with a written statement specifying the alleged bias or procedural violation. The Due Process Panel shall examine the complaint(s), meet with members of the Tenure Review Committee and others deemed necessary, and confer with the respective probationary faculty employee. The Due Process Panel shall not be required to conduct a "trial-type" evidentiary hearing.

6A.2019.1 All discussions and deliberations shall be held in strict confidence. Information in writing or otherwise regarding an issue brought before the Due Process Panel should not be shared with anyone not directly involved in the process. Decisions to include others on a need-to-know basis shall be made by the panel. No unsigned material shall be considered. Any person against whom allegations

are made within the due process procedure has a right to examine the allegation and to respond accordingly.

6A. ~~2120~~ The Due Process Panel shall, within fifteen working days following the filing of a complaint as specified in Section 6A.2019, render its findings and recommendations in a written report to the President with copies to the probationary faculty employee, the Tenure Review Committee Chair, the Tenure Review Coordinator, and the faculty member(s) and/or administrator(s) named in the complaint.

6A. ~~2120~~.1 If the panel unanimously finds the complaint to be valid, the President shall, in a timely manner, direct the implementation of the recommendations contained in the report to the extent permitted by law. If the recommendations are inconsistent with any legal statutes or regulations the President shall provide both the panel and the Faculty Association with a rationale for not implementing the recommendations and shall work with the panel to reach acceptable recommendations.

6A. ~~2120~~.2 If the panel's recommendation is not unanimous, it shall separately state a recommendation by the majority and by the minority and be signed by the respective Panel members. After conferring with the panel, the President shall make and implement the final decision. The complaint(s) and the findings and recommendations of the panel shall be forwarded to the Board itself if the President makes a recommendation not to continue employment of the respective probationary faculty employee.

6A. ~~2120~~.3 If the Due Process Panel, in accordance with Section 6A. ~~2120~~.1, or the President, in accordance with Section 6A. ~~2120~~.2, determines that a member be removed from the Tenure Review Committee, a replacement shall be selected in accordance with Section 6A. ~~64~~.6.1 or 6A. ~~64~~.6.2, as appropriate.

#### **Recommendation for Continued Employment of Probationary Faculty Employee**

6A. ~~2221~~ The Tenure Review Committee shall make its recommendation regarding the continued employment of the respective probationary faculty employee to the President of the college and all materials involved in this recommendation, pursuant to this article, shall be in writing. The Committee shall make its recommendation based on the Appendix J1 and J2 evaluations, written criteria known to the candidate in accordance with section 6A.97, and performance areas identified to the candidate as needing improvement.

6A. ~~2221~~.1 The Committee recommendation, if not unanimous, shall separately state a recommendation by the majority and by the minority and be signed by the respective committee members.

6A. ~~2221~~.2 In recommending a probationary faculty employee for continued employment, the President may submit a summary paragraph of the probationary faculty employee's performance with the written recommendation.

6A.2221.3 In the event that the President recommends ~~not~~ to not continue employment, all written materials provided to the President together with the President's written recommendation, and any materials produced under Section 6A.2120, shall be presented to the Board for its final action. A copy of all of these materials shall be given to the employee at least one week prior to their presentation to the Board.

6A.2322 After the Board has acted, all materials presented to the President by the Tenure Review Committee and any other official evaluations on file with the Tenure Review Coordinator shall be placed in the employee's personnel file. All other materials produced during the Tenure Review process shall be given to the faculty employee except that the originator of a material may keep a copy of that material.

### **Resignation and Grievance Rights**

6A.2423 In the event that a probationary faculty employee resigns before the tenure review materials are submitted to the Board, the only material to be placed in the employee's personnel file shall be the administrative evaluation(s).

6A.2524 Other than section 6A.4817, nothing in this article shall limit the probationary faculty employee's right to grievance under Article 5.

### **Re-opener**

6A.2625 Either the Board or FA may reopen negotiations on this article at any time by delivering a written request to reopen to the other party.

TA 3/16/11  
District  
FA

## ACADEMIC FREEDOM

~~Academic freedom encompasses the freedom to study, teach and express ideas and viewpoints, including unpopular and controversial ones, without censorship, political restraint or retribution. Academic freedom allows for the free exchange of ideas in the conscientious pursuit of truth. This freedom exists in all service areas, including but not limited to teaching, librarianship, counseling, coordinating and all faculty-student interactions. Academic Freedom is the bedrock principle of all institutions of learning and must be extended to all faculty regardless of their status as full, part-time, or probationary.~~

~~Faculty members have the principal right and responsibility to determine the content, pedagogy, methods of instruction, the selection, planning and presentation of course materials, and the fair and equitable methods of assessment in their assignment in accordance with the approved curriculum and course outline and the educational mission of the District, and in accordance with state laws and regulations. These rights and responsibilities include, but are not limited to, the faculty member's choice of textbooks and other course materials, assignments and assessment methods, teaching practices, grading and evaluation of student work, and teaching methods and practices. In exercising these rights and responsibilities, faculty members should be mindful that the course outline of record for every course represents the curriculum decisions of his/her department and/or the discipline faculty of his/her division. In addition, the course outline of record forms the basis for articulation between our colleges and those institutions to which our courses transfer. For this reason, faculty members should take care to ensure that in exercising their Academic Freedom rights they do not compromise the integrity of the course outline of record for any course they are assigned to teach.~~

~~Faculty have the freedom and right to express differing opinions and to foster and defend intellectual honesty.~~

Academic freedom encompasses the freedom to study, teach and express ideas and viewpoints, including unpopular and controversial ones, without censorship, political restraint or retribution. Academic freedom allows for the free exchange of ideas in the conscientious pursuit of truth. This freedom exists in all service areas, including but not limited to teaching, librarianship, counseling, coordinating and all faculty-student interactions. Academic Freedom is the bedrock principle of all institutions of learning and must be extended to all faculty regardless of their status as full-time, part-time, or probationary.

Faculty members have the principal right and responsibility to determine the content, pedagogy, methods of instruction, the selection, planning and presentation of course materials, and the fair and equitable methods of assessment in their assignment in accordance with the approved curriculum and course

outline and the educational mission of the District, and in accordance with state laws and regulations. These rights and responsibilities include, but are not limited to, the faculty member's choice of textbooks and other course materials, assignments and assessment methods, teaching practices, grading and evaluation of student work, and teaching methods and practices.

Special vigilance must be paid to the protection of the Academic Freedom Rights of probationary faculty undergoing the tenure process. While the tenure process is, at its core, an evaluative process, the evaluation of probationary faculty must never be used as a pretense for abridging or restricting the Academic Freedom rights of a tenure candidate. All members of a probationary faculty member's tenure review committee should bear in mind that differences between their own teaching methods and practices and beliefs and those of the tenure candidate should never be the basis for their evaluation of a probationary faculty member. These differences are protected by the tenure candidate's Academic Freedom. The evaluation of a probationary faculty member should be based solely on those criteria described in the negotiated faculty evaluation instruments and those listed in the advertised job description under which the tenure candidate was hired.



Article 7  
**PART-TIME FACULTY**

**Definitions**

- 7.1 Unless the context requires otherwise, the following provisions shall govern the interpretation and construction of this article:
- 7.1.1 "Part-time faculty employee" means a "part-time temporary faculty employee" employed pursuant to Education Code Section 87482.5 for no more than ~~67~~ sixty-seven percent (67%) of the annual load of scheduled duties for a full-time regular employee having comparable duties. For the purposes of this article, scheduled duties are those duties that comprise the portion of a regular faculty employee's contractual responsibilities that consist of assigned teaching, counseling, or librarianship. To facilitate an understanding of their duties, part-time faculty should attend the orientation described in Section 7.1625.1. A part-time faculty employee may serve all of his or her annual part-time load in fewer than three quarters.
- 7.1.2 "Part-time faculty member," for the purposes of this article only, means either a part-time faculty employee or a contract or regular faculty employee to the extent he or she is employed pursuant to this article for extra pay. Contract and regular faculty employed under this article are ineligible for the programs and compensation described in Sections 7.15, 7.16, and 7.17 7.24, 7.26.2, and 7.26.3.
- 7.1.3 "Service credit" means the credit toward reemployment preference that a part-time faculty member earns for having completed one or more assignments in a division during a quarter. To earn a unit of service credit in a division, a part-time faculty member shall serve satisfactorily for the full term of each of his or her assignments in the division during the quarter.

Faculty are advised that STRS statutes effective July 1, 2010 prohibit STRS retirees from returning to STRS-covered employment for the first six calendar months after retirement or until their 60<sup>th</sup> birthday, whichever comes first. Thereafter, the STRS retiree may return to work under the applicable earnings limitations.

**Scheduling and Assignments Request and Preferences**

7.1.4

7.2

The Board shall post a calendar of dates for the development of the class schedule for each academic quarter in division offices and other appropriate places and provide a copy of the calendar to each part-time faculty member who requests one. ~~Each part-time faculty member with reemployment preference as specified in Section 7.2, may, b~~Before the date on which the first draft drafting of the class schedule for a particular quarter is compiled begins, and in accordance with division/department scheduling procedures and timelines, state his or her availability and assignment preference in writing, each part-time faculty member with reemployment preference, as specified in Section 7.9, shall submit a written

“Assignment Request and Preferences” to the appropriate Division Dean or designee. The Assignment Request and Preferences shall include the following:

7.2.1 Assignment Request. Each faculty member shall request a specific number of assignments (i.e., none, 1, 2, 3, etc.) for a specified quarter. The request shall be binding on the District and the employee during the scheduling process described in Article 7.15, subject to the availability of assignments and the provisions of this article. Such requests shall be used to build the first draft of the quarterly schedule. Any Assignment Request and Preference filed late or any modification of the initial Assignment Request, i.e., a request for additional assignment(s), shall be subject to the availability of remaining (unfilled) assignments. Failure to timely submit an Assignment Request and Preferences for a specified quarter shall be construed as a request for “no assignment” in that quarter.

7.2.2 Assignment Preferences. Each faculty member shall state his or her preferences including desired courses, delivery method (classroom or electronically mediated instruction), and preferred time frame(s) (days of the week, morning, afternoon, evening, weekends, etc.). The assignment preferences submitted by the faculty member shall not be construed as a guarantee of a particular assignment(s) nor as the only assignment(s) or time frame(s) that may be offered, but this information shall be considered in preparing developing the class quarterly schedule.

In accordance with division/department practice, part-time faculty members without reemployment preference may be asked to submit an Assignment Request and Preferences. In such cases, the provisions of this section shall apply.

7.8.10

7.3

A part-time faculty employee with reemployment preference shall request at least one assignment in at least one quarter of the academic year. The part-time faculty member However, the employee may requests not to receive an “no assignment” in the division for the entire academic year if the request is in writing and is received by the appropriate dean at least 60 calendar days before the beginning of the quarter in which the “no assignment” request would become effective. If a part-time faculty member employee makes only one request of this kind in any five-year period, it shall be honored. The provisions of this section shall not apply to regular and contract faculty teaching under this article. Requests not to receive an assignment for two or three consecutive quarters shall be counted as a single request.

### **Issuance and Acceptance of Assignment(s)**

7.1.5

7.4

An assignment is officially offered to a part-time faculty member only upon the sending issuance via the District Portal (<https://myportal.fhda.edu>) email or US mail of an “Notification and Acceptance of Assignment Contract” letter (Appendix S1) to the faculty member’s last known address as it appears in his or her on-campus personnel file. The Notification and Acceptance of Assignment letter Contract shall be mailed available on the District Portal at least 28 calendar days before the beginning of the quarter.

7.4.1     The District shall send a "Notification of Assignment" email to the part-time faculty member at his or her District email address when the Assignment Contract is posted on the District Portal.

7.4.2     The part-time faculty member shall indicate acceptance of the Assignment Contract via the District Portal within ten (10) calendar days of the date on which the Notification of Assignment email was sent. If such an offer the Assignment Contract is not expressly declined accepted via the District Portal within these timelines, it shall be deemed to be declined if the official notification document is not signed and returned via District email or US mail to the office specified in the Notification and Acceptance of Assignment letter within 14 calendar days of the date on which it was mailed or seven calendar days before the beginning of the quarter, whichever is earlier.

7.5     Notwithstanding Section 7.4 above, the following timelines shall apply under the specified circumstances:

7.1.5

7.5.1     If an assignment begins later than the first week of the quarter, the offer of assignment shall be deemed to be declined if the official notification is not signed and returned to the office specified on the letter part-time faculty member shall indicate acceptance of the Assignment Contract via the District Portal within fourteen (14) ten (10) calendar days of the date on which it the Notification of Assignment email was mailed sent or seven (7) calendar days of after the start date on which of the assignment begins, whichever is earlier. If the Assignment Contract is not expressly accepted via the District Portal within these timelines, it shall be deemed to be declined.

7.1.6

7.5.2     Notwithstanding Section 7.1.5, if the official notification letter Assignment Contract cannot be mailed to the part-time faculty member issued at least 15 calendar days before the beginning of the quarter or (in the case of an assignment that begins later than the first week of the quarter) 15 days before the date on which the assignment is to begin, the offer of assignment may be made orally or by email. If the part-time faculty member agrees to the assignment (that was offered orally or by email), the District shall confirm the offer by posting the Assignment Contract to the District Portal and sending the part-time faculty member a Notification of Assignment email personal delivery of the official notification letter.

The part-time faculty member shall indicate acceptance of the Assignment Contract via the District Portal within ten (10) calendar days of the date on which the Notification of Assignment email was mailed sent or seven (7) calendar days after the start date of the assignment, whichever is earlier. If such an assignment is not expressly declined, it shall be deemed to be declined if the official notification letter is not signed and returned to the office specified in the letter by the time specified in the offer. If the Assignment Contract is not expressly accepted via the District Portal within these timelines, it shall be deemed to be declined.

7.1.5

7.6

If a part-time faculty member has an emergency related to his or her home or immediate family, is ill, or if there are other extenuating circumstances which make it impossible to ~~return the Notification and Acceptance of Assignment~~ comply with the as procedure and timelines specified in this sSections 7.4 and 7.5, the faculty member shall telephone or email the Division Dean to indicate whether he or she ~~shall will~~ accept the assignment and to request a reasonable extension of the time within which to ~~return the Notification and Acceptance of Assignment~~ comply. If the Assignment Contract is not then expressly accepted via the District Portal within the approved extended timeline, it shall be deemed to be declined. If an assignment begins later than the first week of the quarter, the offer of assignment shall be deemed to be declined if the official notification is not signed and returned to the office specified on the letter within 14 calendar days of the date on which it was mailed or seven calendar days before the date on which the assignment begins, whichever is earlier.

For continuing faculty members, Notification and Acceptance of Assignment letters for the Winter and Spring quarters may be sent via District email or placed in a faculty member's campus mailbox which shall satisfy the mailing requirements above. Notification and Acceptance of Assignment letters for Fall quarter and for those faculty members who do not have District email accounts or campus mailboxes shall be mailed to the faculty member's last known address as described in 7.1.5.

7.7

Notwithstanding Section 7.1.5, if the official notification letter cannot be mailed to the part time faculty member at least 15 calendar days before the beginning of the quarter or (in the case of an assignment that begins later than the first week of the quarter) 15 days before the date on which the assignment is to begin, the an offer of assignment may be made orally or by personal delivery of the official notification letter. If such an assignment is not expressly declined, it shall be deemed to be declined if the official notification letter is not signed and returned to the office specified in the letter by the time specified in the offer. If circumstances prevent the issuance of an Assignment Contract via the District Portal as described in Sections 7.4 and 7.5, Assignment Contracts shall be sent via US mail or campus mail at least 28 days before the beginning of the quarter. In such an event, the part-time faculty member shall indicate acceptance of the assignment by signing and returning the Assignment Contract to the campus Payroll Office (for part-time faculty) within fourteen (14) calendar days of the date on which the Assignment Contract was sent or seven (7) calendar days after the start date of the assignment, whichever is earlier. If the signed Assignment Contract is not received by the campus Payroll Office (for part-time faculty) within these timelines, it shall be deemed to be declined.

7.1.7

7.8

If an aAssignment Contract is cancelled or withdrawn, the Division Dean shall send a notice of the action to the part-time faculty member at his or her District email address shall be effective once it is received by the faculty member, whether orally or in writing, or upon deposit in the U.S. mail with postage prepaid addressed to the faculty member at his or her last known address as it appears in his or her on-campus personnel file. If the notice is given orally, it shall be confirmed in writing.

## Reemployment Preference

~~7.2~~

7.9

Service credit shall be earned in the division or divisions in which a part-time faculty member is assigned during a quarter. After earning five quarters of service credit in a division; and ~~upon receipt of a notification of reemployment preference being granted meeting the evaluation requirements specified in~~ Sections 7.10 and 7.11, a part-time faculty member hired for the first time after July 1, 1988 shall have reemployment preference in the division at the college for which the service was rendered. Not later than the quarter subsequent to the one in which reemployment preference is attained, the reemployment preference list for the division shall indicate that the employee has gained reemployment preference. Denial of reemployment preference shall be based on evaluations or other contractual criteria. Part-time faculty members shall be evaluated in accordance with Article 6.2 and 6.3. Regular or contract faculty ~~employees~~ members teaching under Article 7 in the same division as their full time assignment shall apply evaluations as full-time faculty under Article 6 and/or Article 6A toward reemployment preference.

## Administrative Evaluation

~~7.2.1~~

7.10

~~Administrative Evaluation.~~ An official administrative evaluation shall be required of each part-time faculty employee, if employed by the District for three quarters, whether or not successive, at least once during that period and, if employed thereafter, at least once every nine quarters of employment, subject to the requirements of Section ~~7.2.2~~ 7.10.2 of this article. The Board may utilize either an appropriate management employee or an appropriate faculty employee (as defined in Article 6) designated by management to conduct the official evaluation of a part-time faculty employee. The use of non-management personnel for conducting official evaluations shall be pursuant to the stipulations outlined in Article 25 (Special Assignments) of this *Agreement*.

7.10.1 A part-time faculty member shall be evaluated on the form contained in Appendix J1.

~~7.2.2~~

7.10.2

If a part-time faculty member receives an official administrative evaluation during the first three quarters ~~which~~ that indicates "needs improvement" and continues to be employed by the District, the employee shall be re-evaluated by the appropriate administrator prior to the end of the fifth quarter. This re-evaluation shall be performed by an administrative employee only; it shall not be delegated to a regular or contract faculty employee. In the absence of a second evaluation, pursuant to this section, the employee shall, if otherwise eligible, receive reemployment preference at the end of the fifth quarter.

7.10.3 If no evaluation is conducted in the employee's first three quarters of employment, the employee shall, if otherwise eligible, receive

## **Student Evaluation**

~~7.2.3~~

~~7.11~~ ~~Student Evaluation. Effective Fall quarter, 2002,~~ In addition to the official administrative evaluation, one student evaluation to the extent practicable based on the faculty employee's assignment shall be completed normally during the faculty employee's first three quarters of employment in the District, whether or not successive. The student evaluation must be completed in order for the part-time faculty employee to be eligible for reemployment preference. If the student evaluation indicates areas of concern, the Division Dean or appropriate administrator may require a second student evaluation before the end of the fourth quarter. After reemployment preference is attained, a student evaluation to the extent practicable shall be performed at least once every nine quarters of employment.

- 7.11.1 The student evaluation shall be recorded on the appropriate form contained in Appendix J2 and shall follow the procedures prescribed in Article 6.3.
- 7.11.2 The Division Dean or appropriate administrator shall notify the part-time faculty employee of the timelines provided by this section for required student evaluation.
- 7.11.3 The part-time faculty employee shall determine the class(es) to be evaluated and shall be responsible for ensuring that all required student evaluations are completed.

## **Assignments and the Reemployment Preference List**

~~7.2.4~~

~~7.12~~ A part-time faculty member with reemployment preference in a division shall be offered assignments in that division before any part-time faculty member without reemployment preference is offered assignments in that division, provided the part-time faculty member with reemployment preference is qualified for the assignments. For purposes of this article only, "qualified" shall mean (1) meeting the state minimum qualification for the particular discipline, (2) having adequate preparation for the specific course or assignment through appropriate education or experience, and (3) possessing effective skills relevant to the specific course or assignment. The Board shall be the judge of whether or not a part-time faculty member has adequate preparation for the specific assignment and possesses effective skills relevant to that assignment, but in making the judgment, the Board shall apply assignment standards that are substantially the same as those used in assigning contract or regular faculty within the division. No part-time faculty member shall have any reemployment preference except as provided in this article or as required by law.

~~7.3~~

7.12.1 Each division shall post its reemployment preference list in the division office, and the list shall be updated quarterly. If, during any particular quarter, there are more part-time faculty members with reemployment preference in a division than there are available assignments in that division, the available assignments shall be offered to those part-time faculty members who are the most senior, provided they are also qualified for the assignments. Seniority shall be determined by the part-

time faculty member's first quarter or semester of employment as a part-time faculty member at the college, provided the part-time faculty member has not had a break in service as a part-time faculty member in accordance with Section 7.16. ~~Notwithstanding the provisions of Section 7.8 of this article, a part-time faculty member has had a break in service if, for any reason whatsoever, he or she has not completed an assignment at the college as a part-time faculty member for six or more consecutive quarters. A break in service shall result in termination of the reemployment preference of a part-time faculty member.~~

7.4

7.13

An assignment is not available for the purposes of this article if, at any time before the beginning of the quarter, the assignment is needed to fill the normal load of a contract or regular faculty employee. After Notification of Assignment letters have been issued, the Board shall consider the seniority of part-time faculty members as a relevant but not controlling factor in deciding which particular assignments are needed to fill the normal load of contract or regular faculty employees and shall, therefore, be withdrawn as part-time assignments.

7.5

7.14

After the quarter begins, a part-time faculty member shall not be displaced by a contract or regular faculty employee or by a more senior part-time faculty member. However, the Board may withdraw a part-time assignment after the beginning of the quarter but before the commencement of the assignment if it is needed to fill the normal load of a contract or regular faculty employee. In that case, the Board shall pay the employee affected by the withdrawal 10 percent of the salary he or she would have received for the assignment if it had been completed.

7.6

7.15

The Board shall have the authority to make and terminate assignments in a manner that shall insure that the workload of each part-time faculty member who is a part-time faculty employee does not exceed ~~67~~ sixty-seven percent (67%) of the annual load of scheduled duties for a full-time regular faculty employee having comparable duties. However, if there are a sufficient number of available assignments, before new part-time faculty members are hired, the Board shall offer the part-time faculty member or members who are the most senior more than one assignment during a quarter, provided each qualified part-time faculty member with reemployment preference has been offered at least one assignment. The distribution of assignments shall occur in the following way: one assignment shall be given to each member on the reemployment preference list, starting with the most senior and continuing to the end of the list. Then, if available, a second assignment shall be given, once again starting with the most senior faculty member and continuing through the list as far as sufficient assignments exist. If, at the end of this process, additional assignments remain, they shall be distributed in the same fashion, consistent with load limitations. After part-time faculty members with reemployment preference are fully loaded for the quarter, any remaining assignments shall be distributed to part-time faculty members without reemployment preference.

7.6.2

7.15.1

For the purposes of this section only, one course or the equivalent of four lecture hours, whichever is greater, shall constitute "an assignment" for teaching faculty; nevertheless, after all these assignments have been

made, if courses of less than four lecture hours or the equivalent remain, such a course shall constitute an assignment. For non-teaching faculty an assignment shall consist of three to five hours per week per quarter; nevertheless, if there are less than three hours available after all assignments have been made, whatever hours are left shall constitute an assignment.

~~7.6.1~~

7.15.2 This section shall not require the Board to offer any assignment in excess of 55 percent of a full-time annual load of scheduled duties in cases where the faculty employee lacks currency in additionally available assignment(s). For purposes of this article only, "currency" shall mean that the part-time faculty employee has had satisfactory division employment in the assignment for at least three quarters in the previous four years.

~~7.6.3~~

7.15.3 Notwithstanding the distribution process described in section ~~7.6.15~~ above, assignments made as concurrent sections shall follow the provisions established in Appendix V – Concurrent Sections.

~~7.6.4~~

7.15.4 Seniority on the reemployment preference list shall be a relevant but not controlling factor in the distribution of "late assignments," i.e., assignments that become available, or are added to the schedule of classes, in the last five academic days of the quarter (or summer session) immediately preceding the assignment, or anytime thereafter.

### **Termination of Reemployment Preference and Exemptions**

~~7.7~~

7.16 A part-time faculty member shall retain his or her reemployment preference or service credit unless it is terminated pursuant to ~~the provisions Sections 7.17, 7.18, and 7.19 of this article or the faculty member has had a break in service. Notwithstanding the provisions of Section 7.8 of this article, a~~ part-time faculty member has had a break in service if, for any reason other than that specified in Section 7.16.1, he or she has not completed an assignment at the college as a part-time faculty member for six or more consecutive quarters including any quarters covered under Section 7.3 and Sections 7.17.1 through 7.7.11. A break in service shall result in termination of the reemployment preference of a part time faculty member.

7.16.1 For regular and contract faculty teaching under this article, any quarters of Professional Development Leave shall not be counted as part of the six or more consecutive quarters specified above.

~~7.8~~

7.17 ~~The~~ reemployment preference of a part-time faculty member in a division shall be terminated at a college if the faculty member declines an aAssignment Contract in the division as described in Sections 7.4 and 7.5 or has a break in service as described in Section 7.3 of this article. However, Tthis provision shall not result in the termination of reemployment preference when:

7.8.1



- 7.17.1 An assignment is cancelled because of low enrollment or low attendance;
- ~~7.8.2~~  
7.17.2 The part-time faculty member is unable to accept or commence an assignment because of
- ~~7.8.2.1~~  
7.17.2.1 Verified illness or medical condition. In cases of a serious medical procedure or health condition of protracted duration that affects acceptance of an assignment, the part-time faculty member shall immediately contact the Dean. With appropriate medical certification documenting the medical necessity for leave during the period of assignment, the part-time faculty member may be granted a medical necessity exemption for purposes of accessing sick leave and retaining appropriate service credit for the assignment; or
- ~~7.8.2.2~~  
7.17.2.2 Other extenuating personal circumstances which the part-time faculty member and the appropriate dean mutually agree make acceptance or commencement impossible;
- ~~7.8.3~~  
7.17.3 An assignment is cancelled for any reason other than misconduct or poor evaluation;
- ~~7.8.4~~  
7.17.4 ~~The part time faculty member requests not to receive an assignment in the division if the request is in writing and is received by the appropriate dean at least 60 calendar days before the beginning of the quarter. If a part time faculty member makes only one request of this kind in any five year period, it shall be honored. Requests not to receive an assignment for two or three consecutive quarters shall be counted as a single request.~~ A faculty member fails to accept an Assignment Contract within the timelines established under Sections 7.4 and 7.5, provided that he or she accepts the Assignment Contract in accordance with Section 7.6;
- ~~7.8.5~~  
7.17.5 The part-time faculty member turns down an assignment that is offered to replace another assignment that was cancelled;
- ~~7.8.6~~  
7.17.6 The part-time faculty member accepts an assignment at another college in the District or in another division within a college before receiving an offer of an assignment from the college or in a division within a college where he or she has earned reemployment preference or service credit;
- ~~7.8.7~~  
7.17.7 The part-time faculty member turns down an assignment that was offered under provisions of Section ~~7.1.6~~ 7.5.2
- ~~7.8.8~~

7.17.8 The part-time faculty member is a recipient of release time from his or her part-time assignment under Article 3.6;

7.8.9

7.17.9 The assignment is withdrawn because it is needed to fill the load of a contract or regular faculty employee under Section ~~7.4 or 7.5~~ 7.13 or 7.14;

7.8.10

7.17.10 The part-time faculty member requests not to receive an assignment in a division because he or she has accepted a conflicting assignment in another college or university, provided the request is in writing, accompanied by proof of the conflicting assignment, and is received by the appropriate dean no more than five calendar days after the date on which the ~~Notice~~ Notification and Acceptance of Assignment letter ~~email~~ was mailed sent to the employee's District email address.

7.8.11

7.17.11 The part-time faculty member is also a probationary faculty employee in Phase I or Phase II of the tenure review process and requests not to receive an assignment in order to focus on the primary responsibilities specifically listed in the employment job description.

7.9

7.18 The reemployment preference or service credit of a part-time faculty member shall be terminated at a college if the President or his or her designee concludes that the part-time faculty member does not meet the standards of performance and academic excellence that are required of faculty employees by the District. The conclusion of the President shall be based upon:

7.9.1

7.18.1 An official evaluation as defined in Article 6 completed by an appropriate dean or appropriate faculty employee (as defined in Article 6) designated by the dean. Following the evaluation, the part-time faculty member shall be given an opportunity to meet with the appropriate dean and his or her designated faculty employee, if one was used, to discuss the evaluation and to define necessary improvements. The employee shall have the right to have an FA conciliator present at this meeting;

7.9.2

7.18.2 Written notification by certified mail to the part-time faculty member of the improvements necessary for continued employment by the college;

7.9.3

7.18.3 A second official evaluation by an appropriate dean in conjunction with either a regular faculty employee in the same or a related discipline designated by management or another administrator. The second evaluation shall not be performed until at least 20 school days following the written notification required by Subsection 7.918.2. The two-person evaluation team shall perform the evaluation visit together and collaborate in completing Appendix J1. The part-time faculty member shall be given an opportunity to meet with the appropriate dean to discuss whether or not the necessary improvements have been made.

Before this meeting, the employee shall be informed of his or her right to have an FA conciliator present at this meeting.

The conclusion of the President shall be based on both evaluations and shall not be subject to review pursuant to the grievance procedures established by Article 5 of this *Agreement* unless an evaluation is arbitrary or capricious.

~~7.10~~

7.19

The reemployment preference or service credit of a part-time faculty member shall be terminated if the part-time faculty member fails to perform the normal and reasonable duties of his or her assignment or is otherwise guilty of misconduct as defined by Education Code Section 87732. Before the termination of reemployment preference or service credit pursuant to this provision, the part-time faculty member involved shall be given written notice of the cause for termination signed by the President, including a statement of the events upon which the cause is based, an opportunity to inspect the materials that are relevant to the matter, if any, and an opportunity to meet with the President or his or her designee to discuss the matter and present any reasons why the termination should not occur. If the reemployment preference or service credit of a part-time faculty member is terminated pursuant to this section, any current assignments of the faculty member may be terminated by the Board as prescribed in Education Code Sections 87484 and 87665.

## **Load**

~~7.11~~

7.20

Each part-time faculty member shall meet, on time and regularly, all of his or her assigned duties.

~~7.11.1~~

7.20.1

A part-time faculty member shall be responsible for submitting grades as specified in Appendix Q of this *Agreement*.

~~7.12~~

7.21

A part-time faculty member who is a part-time faculty employee shall be employed to teach no more than ~~67~~ sixty-seven percent (67%) of the annual load of scheduled duties for a full-time regular faculty employee having comparable scheduled duties. The maximum quarterly load shall be 45 percent of a full-time annual load.

~~7.12.1~~

7.21.1

A part-time faculty employee may serve at any District location and may accumulate service credit in more than one division but in no case shall the part-time faculty employee exceed the ~~67~~ sixty-seven percent (67%) load limitation District-wide.

~~7.12.2~~

~~Part time faculty who also serve in the elective capacities specified below shall not have those elective hours included in the computation of the sixty-seven percent (67%) load limitation for part-time faculty employees:~~

~~7.12.2.1~~

~~As "readers" for the ESL (English as a Second Language) Department and/or Language Arts Division in the evaluation of "exit" and/or placement tests. This activity is separate~~

~~from and not included in those required responsibilities and duties which comprise a regular faculty member's annual load. The compensation for these readers shall be their appropriate step and column placement on Appendix G paid in a manner similar to that of a casual assignment.~~

~~7.12.2.1 As student advisors or faculty serving in other non-teaching capacities for grant-funded programs.~~

7.21.2 Only instructional assignments, librarian assignments, counselor assignments, and resource faculty assignments shall count toward the sixty-seven percent (67%) load limitation for part-time faculty employees.

7.12.3  
7.21.3 In accordance with Education Code 87482.5, the following shall not be used for purposes of computing the sixty-seven percent (67%) load limitation for part-time faculty employees:

7.12.3.1  
7.21.3.1 Service as a substitute on a day-to-day basis;

7.12.3.2  
7.21.3.2 Service in professional ancillary activities including, but not limited to, governance, staff development, grant writing, and advising student organizations.

7.12.4  
7.21.4 In accordance with Education Code Section 87884, a part-time faculty employee who participates in the Paid Office Hours Program described in Section ~~7.15~~ 7.24 of this article shall not have those hours included for purposes of computing the sixty-seven percent (67%) load limitation for that part-time faculty employee.

7.12.5  
7.21.5 Any part-time faculty employee who is relieved of an assignment during the quarter because of the load restrictions contained in Section ~~7.12~~ 7.21 shall be compensated as follows:

7.12.5.1  
7.21.5.1 If the employee is relieved during the first week of the assignment, service credit and 50 percent of the salary he or she would have received for the assignment if it had been completed.

7.12.5.2  
7.21.5.2 If the employee is relieved after the first week of the assignment, service credit and 75 percent of the salary he or she would have received for the assignment if it had been completed.

7.13  
7.22 A part-time faculty member who is a contract or regular faculty employee may serve at any District location and may accumulate service credit in more than one

division, but shall be limited to two assignments per quarter District-wide pursuant to this article unless: 1) no other part-time faculty member with reemployment preference who is qualified for the assignment is able to accept the assignment; and 2) no other faculty member who is qualified for the assignment is able to accept the assignment.

## Salary

7.14

7.23 Salary for part-time faculty shall be determined in accordance with the placement criteria for column and step on the appropriate salary schedule. Initial column and step placement is determined at the time of hire. It is the faculty employee's responsibility to provide all official transcripts and other required documentation in a timely manner to complete the placement determination. If documentation submitted later than the first three quarters of employment results in a change of initial placement, the faculty member shall not be eligible for retroactive compensation resulting from the change. Notwithstanding, errors in placement due to factors other than the faculty employee's failure to provide necessary documentation shall not be subject to this timeline governing retroactivity. After the initial placement determination, all column and step movement follows the provisions of the appropriate salary schedule.

7.14.1

7.23.1 Part-time faculty with teaching assignments shall be paid in accordance with the appropriate Part-Time Faculty Salary Schedule, Appendix B.1, Appendix C, or Appendix E of this *Agreement*. The salary shall be determined by the faculty member's column and step placement multiplied by the appropriate load factor for the course(s) that constitutes the faculty member's assignment. The load factors to be applied are those existent on January 9, 1996 unless these load factors have been changed through Article 9.6.

7.14.1.1

7.23.1.1 Effective Fall quarter, 2009, load factors shall be expressed in three-decimal places rather than four in accordance with the terms and conditions specified in the Memorandum of Understanding dated August 5, 2009.

7.14.1.1

7.23.1.2 Part-time faculty members teaching concurrent sections shall be compensated on Appendix C and in accordance with the thresholds and large class stipend (LCS) described in Appendix V – Concurrent Sections.

7.14.2

7.23.2 Part-time faculty members with non-teaching assignments shall be paid in accordance with the Part-Time Hourly Salary Schedule, Appendix G, of this *Agreement*.

7.12.2.1

7.23.2.1 Service Aas a “readers” for the ESL (English as a Second Language) Department and/or the Language Arts Division in the evaluation of “exit” and/or placement tests shall be

compensated at the part-time faculty member's appropriate step and column placement on Appendix G paid in a manner similar to that of a casual assignment.

7.14.3

7.23.3

Each part-time faculty member who has been compensated at the top step (E) of the appropriate salary schedule for twelve (12) quarters of the regular academic year, after earning reemployment preference, shall be advanced to the longevity step (S) of the appropriate salary schedule, Appendices B.1, C, E, G. Step advancement shall be effective at the beginning of the thirteenth quarter of employment.

### **Paid Office Hours Program**

7.15

7.24

Paid office hours for part-time faculty employees shall be governed by the provisions of Education Code Sections 87880 through 87885 which establish and define the Part-Time Faculty Office Hours Program. The program applies to part-time faculty employees only; it excludes regular and contract faculty teaching overload assignments and part-time faculty engaged in contract instruction. Participation of eligible part-time faculty in the program is voluntary and elected quarterly.

7.15.1

7.24.1

Eligibility in the program shall be determined on a quarterly basis. Each part-time faculty employee paid on Appendix C is eligible to participate during the quarters in which the part-time faculty employee teaches at least one assignment, as defined in 7.615.1. Faculty shall be informed of their potential eligibility for the program by the inclusion of an Participation shall require the part-time faculty employee to access the "Intent to Participate" form (Appendix S2) in the Notification and Acceptance of available via the District Portal in conjunction with the Assignment Contract and sent via District email or US mail as described in 7.1.5 above. It shall be the responsibility of the part-time faculty employee to download and complete the form and file it with the Division Dean or appropriate administrator in accordance with the timelines specified in 7.24.3.1.

7.15.2

7.24.2

Part-time faculty participating in the program shall establish and maintain a regular schedule of office hours and/or planned method(s) of student consultation. During the first week of the quarter or in accordance with the timelines established in 7.1524.3.1 below, participating faculty shall submit the "Intent to Participate Form" (Appendix S2) to the Division Dean or appropriate administrator. The form shall specify the time and location of the office hour (7.15.3.1 7.24.2.1) or the method(s) for student consultation (7.15.3.2 7.24.2.2). The faculty employee and the dean or administrator shall mutually agree on the schedule and/or planned methods. The dean or administrator may meet with the part-time faculty employee to discuss the proposed schedule or plan and, if necessary, decide upon a mutually agreeable alternative.

7.15.2.1  
7.24.2.1

Normally, office hours for faculty employees with assignments on campus are “physical presence” office hours. Appropriate locations for office hours may include, but are not limited to, division offices, division labs, classrooms, tutorial centers, library, student council chambers, campus center, and, at the discretion of the individual regular or contract faculty, shared faculty offices. Faculty shall use professional discretion in determining the appropriate time and location of their office hours and shall specify this information in the course description (green sheet).

7.15.2.2  
7.24.2.2

Faculty employees who teach through a distance learning delivery system, including online, shall provide for student consultation through one or more of the following methods: “physical presence” office hours, online synchronous office hours, instant messaging or equivalent means, email correspondence, telephone contact or instructor-student communication forums such as bulletin boards or chat rooms built into the course shell (for example, Etudes-NG or ~~Web~~ CT Catalyst). Distance learning faculty shall use professional discretion in selecting the appropriate method(s) of student consultation and shall specify those method(s) in the course description (green sheet) including the response time for asynchronous communication.

7.15.3  
7.24.3

Participating part-time faculty shall be paid for one office hour for each week of assignment during that quarter regardless of the number of assignments. Compensation shall be determined by the appropriate step and column of Appendix G, the Part-time Hourly Salary Schedule.

7.15.3.1  
7.24.3.1

Compensation for office hours shall be included in each regular pay period that the faculty employee participates in the program if the “Intent to Participate” form is submitted received in the Division Office during by Friday of the first week of the quarter. A form submitted in the second week of the quarter may result in a delay in compensation until the second regular pay period. ~~The end Friday of the~~ second week of the quarter shall be the deadline for faculty to elect participation in the program. In cases where an assignment is made after the beginning of the quarter, this deadline shall be two weeks from the start of the assignment.

This program shall be dependent upon the continuation of funding as described in Education Code Section 87885 whereby the State pays up to one-half of the District’s total cost, provided that the amount claimed by all the districts in the state does not exceed the funding provided in the state budget. If a change occurs in the state funding to the District for this program, both FA and the District agree to re-open negotiations on the program.

## **Additional Compensation**

7.16

7.25 Part-time faculty employees are eligible for additional compensation in the following ways:

~~7.16.1~~

7.25.1

Orientation. Prior to their employment in the District or as soon as possible thereafter, part-time faculty employees normally participate in an orientation session including an introduction to teaching at the college. The orientation shall be prescribed by the college but shall not exceed eight hours (compensated at the rate of \$25 per hour). In addition, part-time faculty may attend the orientation session on an annual basis.

~~7.16.2~~

7.25.2

Professional Development. The Board shall annually appropriate at least \$32,000 to support college-sponsored professional development activities for part-time faculty employees including, but not limited to, professional development workshops offered by the Staff Development Center on each campus throughout the year. Part-time faculty employees are paid a stipend for their participation in these activities. In addition, and through separate funding, part-time faculty employees are compensated for their attendance at College Flex Day, per the provision of Article 27.2.1.

~~7.16.3~~

7.25.3

Required Meetings. If a part-time faculty employee at the request of the Board is required to attend staff meetings, serve on professional committees, participate in co-curricular or extra-curricular activities of the college or in any other way serve beyond his or her part-time assignment, he or she shall receive additional compensation at the appropriate hourly rate as specified in Appendix G. For meetings which require no preparation or follow-up by the part-time faculty employee (e.g., flex day activities), such compensation for all part-time faculty who attend shall be at column one, step one of Appendix G regardless of the faculty employee's regular placement on the salary schedule. (This section may be reopened by either party at any time.)

## **Paid Medical Benefits and Leaves**

~~7.17~~

7.26 ~~Medical b~~Benefits for part-time faculty members shall consist of the following:

7.26.1

Leaves in accordance with the provisions of Article 16.

7.26.2

~~Part time faculty employees are eligible for Paid~~ health benefits for part-time faculty employees in accordance with the provisions of Article 22A.

7.26.3

State Disability Insurance (SDI). The SDI program shall be funded entirely through employee contributions with no financial impact on the District (other than the administrative cost of establishing payroll deduction under Article 3.3.4). In the event that a change occurs in the



SDI funding model, FA and the District agree to re-open negotiations on the program.

## **Retirement Plans**

7.18

7.27

The Board shall provide a District Retirement Program for Part-Time Faculty Employees that meets the federal mandates set forth in OBRA 90 (Omnibus Budget Reconciliation Act of 1990) and also qualifies thereby as an "Alternative Retirement Plan." The District program shall include the following:

7.18.1

7.27.1

Mandatory enrollment of the part-time faculty employee in one of the programs specified in Subsection 7.18.2 as provided by law, unless he or she is also a regular or contract faculty employee enrolled in STRS, in which case section 7.18.1.1 shall apply.

7.18.1.1

7.27.1.1

Effective July 1, 2002, regular and contract faculty employees enrolled in the STRS Defined Benefit Plan who teach under Article 7 shall have the STRS contributions on their part-time earnings credited to the DBS (Defined Benefit Supplement) Program when their service exceeds one full year's service credit.

7.18.2

7.27.2

The part-time faculty employee shall have the option of selecting one of the following:

7.18.2.1

7.27.2.1

FICA: a federally mandated program (Federal Insurance Contributions Act, i.e., Social Security Agency);

7.18.2.2

7.27.2.2

STRS (State Teachers' Retirement System) Defined Benefits Plan: a state mandated program; or

7.18.2.3

7.27.2.3

STRS (State Teachers' Retirement System) Cash Balance Plan: a plan created for part-time and substitute educators, effective on July 1, 1999; or

7.18.2.4

7.27.2.4

Available January 1992 through June 2007 only, PARS: the District sponsored "Alternative Retirement Plan" (Public Agency Retirement System).

These options shall be available to each new hire for his or her election.

7.18.3

7.27.3

Since a part-time faculty employee is subject to OBRA 90 regulations upon employment, a new employee shall select among the retirement plan options prior to or upon the beginning date of employment.

7.18.3.1

7.27.3.1 After the initial selection, an employee may elect to change at any time from a non-STRS program to either the STRS Defined Benefit Plan or the STRS Cash Balance Plan. STRS regulations prohibit an employee from changing from the Defined Benefit Plan to the Cash Balance Plan. A one-time only change to any available plan other than STRS may be made unless prevented by statute or by government regulations. This information shall be provided at the time of initial selection.

~~7.18.4~~

7.27.4

Any part-time faculty employee who does not exercise his or her election under Section ~~7.18.2~~7.27.2 shall, by default, be enrolled in the STRS Cash Balance Plan.

~~7.18.3~~

7.27.5

Part-time faculty employees who have retired from STRS or PERS are not required by law to be enrolled in a retirement plan and are not eligible for enrollment in PARS.

~~7.18.6~~

7.27.6

It is the understanding of the Board and FA that the District is permitted by law to calculate both STRS and PARS, using "pre-tax dollars." FICA (Social Security) is, by law, "after-tax dollars."

~~7.18.7~~

7.27.7

The STRS Cash Balance Plan requires a total contribution of 8 percent of gross salary: 4 percent from the District and 4 percent from the employee. Cash Balance participants have an immediate vested right to their contribution and the employer's contribution. The Cash Balance Plan is portable between the different districts that offer it. Benefits shall be available to employees upon retirement, disability, or termination of employment.

~~7.18.8~~

7.27.8

PARS, the District-sponsored Alternative Retirement Plan, requires a total contribution of 7.5 percent of gross salary: 3.75 percent from the District and 3.75 percent from the employee.

~~7.18.8.1~~

7.27.8.1

For purposes of the "Alternative Retirement Plan" only, the definition of "break-in-service" (six consecutive quarters) contained in Section ~~7.316~~ of this article shall be used for the definition of "termination" under the PARS plan, and thus qualification for the distribution of total benefits.

~~7.18.8.2~~

7.27.8.2

Retirement, death, or medical disability shall also qualify the part-time faculty employee for full and immediate distribution of benefits from PARS. A letter to the District stating the part-time faculty employee's decision to resign and permanently sever relations with the District, thereby forfeiting all rights under Article 7 of the *Agreement*, shall be the condition under which the faculty employee "retires."

~~7.18.8.3~~

7.27.8.3

The Board and FA agree that the District shall, in addition to its own internal costs, pay up to an annual maximum of \$25,000 for all PARS fees charged for the implementation and operation of the part-time faculty employee retirement program.

~~7.18.8.4~~

7.27.8.4

In the event that the PARS fees exceed \$25,000 per year, the parties agree to renegotiate these fees.

~~7.19~~

7.28

This article shall not apply to any summer session or intersession.

~~7.20~~

7.29

The Board shall post a copy of "Employment Opportunities" each week in the mailrooms of each College, Middlefield campus, and the District Office with a copy to the Faculty Association. In addition, each Position Announcement of a contract, regular or full-time temporary position in the bargaining unit shall be posted on the District Employment Services Website.

### **Parity Definition**

~~7.21~~

7.30

The District's parity definition, including pro rata duties and compensation, implementation procedures and timelines, funding conditions and provisions, and associated projected costs, shall be incorporated into this article in accordance with the terms and conditions specified in the Memorandum of Understanding dated February 28 ~~28~~ 27, 2008 and attached to this *Agreement*.

**Note:** While this article contains most of the pertinent information concerning "Part-time faculty employees," the following articles also contain relevant information:

Article 6

Article 8

Article 16 ~~16.12, 16.15~~

Article 22A

Article 24 ~~24.3, 24.4~~

Article 26

Article 27

Article 28

Article 36

Article 37.

TA 3/16/14  
District  
FA

Article 9  
**LOAD AND CLASS SIZE**

- 9.1 Current administrative policies, written procedures, and practices pertaining to load, to the extent they fall within the scope of representation defined by Government Code Section 3543.2, shall be maintained during the length of this *Agreement*.

**Definition of Load**

- 9.2 For the purposes of this *Agreement*, load means class size, load factor, number of preparations per quarter, number of classes per year, and other such assignments as they pertain to hours of employment.

- 9.2.1 A "no-load" hour(s) shall mean an open laboratory to provide students with 1) access to campus services, equipment, and facilities, and/or 2) collaborative or individual activities related to the learning outcomes of the course. A no-load hour(s) added to a course shall not increase the faculty employee's contact hours, preparation, or assessment responsibilities for that course.

- 9.3 Unless amended by this *Agreement* or a previous agreement between the Board and FA, current administrative policies, written procedures, and practices pertaining to load shall be those in effect on November 23, 1977.

- 9.3.1 Effective Fall quarter, 2009, load factors shall be expressed in three-decimal places rather than four in accordance with the terms and conditions specified in the Memorandum of Understanding dated August 5, 2009.

**Class Size**

- 9.4 Notwithstanding any other provision of this Article, no policy, procedure, or practice pertaining to class size shall require a faculty employee to increase the number of students enrolled in his or her class beyond the maximum class size for the class, nor prohibit the Board from enrolling students in a class up to the maximum class size prior to the first day of classes for the quarter. Once the first day of classes for the quarter has commenced, only a faculty member, at his or her own discretion, may add students to the class.

- 9.4.1 "Class size" means the number of students actually attending and, during the initial meeting of the class only, any other student who has requested in writing that he or she begin attendance at the second meeting of the class if the faculty employee believes that the request is justified. "Minimum class size" means the smallest number of students actually attending that shall, under provisions of Sections 9.1 and 9.3, allow a class to continue for the length of the term. "Maximum class size" means the largest number of students the Board may enroll in a class under provisions of Section 9.1 and 9.3.

- 9.4.2 In order that class size may be accurately determined, each employee

shall immediately drop from his or her class any student who does not attend the first meeting of the class unless that student has requested in writing that his or her attendance begin with the second meeting of the class and the instructor believes that the request is justified. If such a student does not attend the second meeting, he or she shall immediately be dropped from the class. The faculty employee shall submit to the Registrar within 24 hours the names of all students dropped for failure to attend the first or second meetings of the class.

9.4.3 Class size shall be limited so as to conform to applicable fire and safety standards and shall not exceed the maximum number of work stations in the classroom.

9.4.4 Class size in concurrent sections shall be governed by the provisions established in Appendix V – Concurrent Sections.

### **Preparations**

9.5 Past practice in assigning the number of preparations to faculty employees shall be maintained, except that a contract or regular faculty employee shall be assigned no more than three preparations of classes of three or more units in any quarter unless the faculty employee agrees to accept additional preparations. However, one additional preparation may be assigned if the total of four such assignments is needed to complete the employee's full annual load. (This section may be reopened by either party at any time.)

### **Changes in Load**

9.6 Notwithstanding any other provision of this article, no policy, procedure or practice pertaining to load shall prohibit changes in load within a division as long as the changes are required by curriculum adjustments that have been approved by the faculty of the division and the appropriate college curriculum committee.

### **Special Project Classes**

9.7 No faculty employee shall be required to accept students in special project classes or individual study classes beyond that employee's normal load.

Article 10  
**HOURS AND SCHEDULING**

- 10.1 This article applies to contract and regular faculty employees. Article 7 describes hours and scheduling for part-time faculty employees.

**Work Periods**

- 10.2 The normal academic workweek begins at 7:30 a.m. on Monday and ends at 5:30 p.m. on Friday of any week of instruction in the regular academic year. The normal academic workday means the period of time between 7:30 a.m. and 5:30 p.m.
- 10.3 The regular academic year means the period of time from the beginning of the Fall quarter to the end of the Spring quarter, excluding intersessions, as specified in the academic calendar incorporated in Article 27 (Calendar).

**Work Schedule**

- 10.4 A faculty employee's schedule shall normally be established by mutual agreement between the employee and his or her Division Dean or appropriate administrator. The scheduling process shall ensure that each faculty employee is assigned a schedule of duties in a reasonable manner that provides for the efficient operation of the District's educational program, with due attention to the convenience and welfare of faculty. Past practice of the District with regard to hours and scheduling shall be maintained. Contract and regular faculty employees shall be assigned first, followed by ~~before~~ Article 19 faculty, and then Article 7 faculty. This shall mean that contract and regular faculty employees shall be given preference in the assignment of day classes and, if requested by a faculty employee, in the assignment of evening classes.
- 10.5 Notwithstanding Section 10.4, the Board retains the discretion to assign a faculty employee to a schedule of duties necessary to meet the needs of the District that may include extending his or her work day beyond the normal academic work day. Such assignments shall not be made in an arbitrary, capricious or discriminatory manner and shall, to the extent practical, be rotated among faculty employees on a quarterly basis if the assignment must continue in subsequent quarters.
- 10.6 If the assignments that make up a faculty employee's full-time load include an assignment that is outside of the normal academic work day the employee shall not for that reason be denied a part-time assignment if he or she is entitled to such an assignment in accordance with Article 7 and is able to accept the assignment.

**Primary Duties and Professional Contributions**

- 10.7 Each faculty employee shall meet, on time and regularly, all of his or her assigned duties. Depending on the nature of the employee's position, faculty primary duties include instructional assignments, librarian and counselor assignments, resource faculty assignments, on-going preparation, including curriculum revision, for such assignments, and evaluation and assessment of student work. When a part of the faculty employee's current official job description, primary duties may also

include coordinating instructional or student services programs, advising student organizations, and assisting in the conduct of student performances and events. Responsibility for office hours is specified in Section 10.8, required attendance at department/division meetings is specified in Section 10.9, and responsibility for submitting grades is specified in Appendix Q. Faculty attendance at graduation is addressed in the "Commencement Exercises" Memorandum of Understanding which is included as part of this *Agreement*. Professional growth activity, as defined in Article 38.4 and Appendices A and B, is required for advancement on the salary schedule.

- 10.7.1 The effective operation of the college, the philosophy of participatory governance, the demands of the discipline, and the provisions of the *Agreement* depend upon the professional contributions of regular and contract faculty. Faculty ordinarily contribute professionally to the District in one or more of the following areas, including but not limited to: research, creative activity (such as artistic performance, authorship, or the development of new learning materials), new curriculum development, special projects, division/department committees and task forces, institution-wide meetings and committees, hiring and tenure review committees, peer and student evaluation of other faculty employees, participatory governance, Faculty Association, Academic Senates, student activities, community outreach and relevant state, national or professional organizations. Faculty employees shall use their own professional judgment in determining the nature and extent of their voluntary performance of these unassigned activities.
- 10.7.2 Professional contributions as described in section 10.7.1 shall be assessed on the official administrative evaluation, Appendix J1, and they shall also qualify as part of the special service component of the Professional Achievement Award under the provisions of Article 38.5. Faculty failure to participate in activities specified in section 10.7.1 shall not, in and of itself, be cause for any disciplinary action against a faculty employee.
- 10.7.3 In confirmation of the discussions pertinent to the amendments to this article, and specifically to the provisions of Section 10.7, the parties agree that the District has no intent to limit the ability of the Faculty Association or its members to engage in a legally protected work-to-rule job action, and that the language of Section 10.7 shall not be used to adversely affect a faculty employee or penalize the Association for participation in such an action.

### **Office Hours**

- 10.8 Each faculty employee shall establish and maintain a regular schedule of office hours and/or planned method(s) of student consultation. For teaching faculty, at least four office hours shall be scheduled per week. Faculty employees whose load is distributed between teaching and other duties shall have their office hours obligation proportionally reduced. The faculty employee and the Division Dean or appropriate administrator shall mutually agree on the schedule and/or planned methods.
- 10.8.1 Normally, office hours for faculty employees with assignments on campus are "physical presence" office hours and held days during which a teaching assignment is scheduled for that employee unless the faculty

employee and his or her Division Dean or appropriate administrator mutually agree on another schedule. Faculty shall use professional discretion in determining the appropriate time and location of their office hours and shall specify this information in the course description (green sheet) and shall notify the division office of their office hour schedule and location.

- 10.8.2 Faculty employees who teach through a distance learning delivery system, including online, shall provide for student consultation through one or more of the following methods: "physical presence" office hours, online synchronous office hours, instant messaging or equivalent means, email correspondence, telephone contact, or instructor-student communication forums such as bulletin boards or chat rooms built into the course shell (for example, Etudes-NG or Web-CT Catalyst). Distance learning faculty shall use professional discretion in selecting the appropriate method(s) of student consultation and shall specify those methods in the course description (green sheet) including the response time for asynchronous communication.

### **Required Meetings**

- 10.9 No faculty employee, excluding counselors, librarians and other faculty employees with similar schedules, shall be required by the Board to attend more than a combined total of ten department and division meetings (not counting flex day activities) during an academic year. To the extent practicable, a standard day of the week and time of day for required department and division meetings shall be established at the beginning of each quarter. Furthermore, unless unusual circumstances dictate otherwise, no fewer than ten days notice shall be given of required meetings. Faculty shall not be required to attend department, division, or committee meetings during final exam week.

### **Annual Contracts**

- 10.10 All faculty employees shall be employed as ten-month employees, eleven-month employees, or twelve-month employees and not otherwise except as provided for in Section 10.11. All ten-month employees shall be available to perform service for the regular academic year, i.e., for 175 contract days. All eleven-month faculty employees shall be available to perform service for the regular academic year ~~and plus~~ 20 additional days, i.e., for 195 contract days. All twelve-month faculty employees shall be available to perform service for the regular academic year ~~and plus~~ 40 additional days, i.e., for 215 contract days.

### **Service Beyond the Regular Academic Year**

- 10.11 The scheduling of any service beyond the regular academic year or during an academic recess for faculty employee employed in library science, counseling and the coaching of athletic activities, shall be through mutual agreement of the faculty employee and the Board or by a procedure established and approved by the faculty of the affected department, division, or program with the concurrence of the Board. In the absence of mutual agreement or an agreed upon procedure, qualified faculty employees may be assigned in reverse order of their seniority with the District. Such assignments shall not be made in an arbitrary, capricious or discriminatory manner and shall, to the extent practical, be rotated among faculty employees if such an assignment must be continued.



- 10.11.1 The Board recognizes that the scheduling of services beyond the academic year or during an academic recess, while providing a level of services not otherwise available, reduces those services during the regular academic year.
- 10.11.2 Any faculty employee who is required to perform services beyond his/her ten-month, eleven-month, or twelve-month employment status shall receive either additional salary at the rate of 2.5 percent of annual pay for each week of additional service required or one day of compensatory time off for each day of such service. If compensatory time is used, it shall be scheduled through mutual agreement when the alternate schedule is assigned.
- 10.11.3 The inclusion in 10.11 of any faculty employees in addition to those defined above shall be determined through the negotiation process.

**Not-In-Paid Status Adjustments**

- 10.12 Any faculty employee who is not in paid status for the full term of his or her annual contract shall have his or her full annual pay adjusted as follows:
  - 10.12.1 For ten-month (175 day) faculty employees, the full annual salary shall be reduced by 1/175th for each day not in paid status.
  - 10.12.2 For eleven-month (195 day) faculty employees, the full annual salary shall be reduced by 1/195th for each day not in paid status.
  - 10.12.3 For twelve-month (215 day) faculty employees, the full annual salary shall be reduced by 1/215th for each day not in paid status.

Article 16  
**LEAVES**

**Personal Necessity Leave**

- 16.1 Under the circumstances specified herein, the President or his or her designee may grant a full-time contract or regular faculty employee who has been employed by the District for at least one month, up to five days of paid personal necessity leave per academic year; however, no more than two days of personal necessity leave may be used during the first six months of employment. For the purposes of this section, "personal necessity" means obligations or unavoidable duties of an employee that must be performed during scheduled working hours involving:
- 16.1.1 Emergencies related to the faculty employee's home or to his or her immediate family members;
  - 16.1.2 Appointments for the purpose of conducting personal legal affairs or financial transactions that cannot be conducted outside of working hours;
  - 16.1.3 Receipt of a summons, subpoena or other judicial order requiring absence from work;
  - 16.1.4 Observance of a major religious holiday of the employee's faith;
  - 16.1.5 Attendance at professional conferences related to the teaching profession and/or one's area of assignment;
  - 16.1.6 Attendance at a funeral service; and
  - 16.1.7 Natural disasters that prevent a faculty employee from meeting all or part of his/her assigned duties.
  - 16.1.8 Attendance at activities related to a federal holiday (such as Veterans Day).

The Board may grant additional days of personal necessity leave for these purposes in appropriate circumstances.

- 16.2 The President or his or her designee may grant a part-time temporary faculty employee who has been employed by the District for at least one month, one day of paid personal necessity leave per quarter of assignment under the circumstances specified in Subsections 16.1.1, 16.1.3, 16.1.4, 16.1.6, and 16.1.7, and 16.1.8. Part-time temporary faculty employees with reemployment preference may be granted use of personal necessity leave for the purposes specified in Subsection 16.1.5, if the appropriate administrator agrees that attendance at the conference would be beneficial to the college and the students and would not constitute a hardship for the division/program.

The Board may grant additional days of personal necessity leave for these purposes in appropriate circumstances.

- 16.3 Eight hours of leave shall be deducted for a day's absence on personal necessity leave regardless of the actual duty hours of that day. If a contract or regular faculty employee requests and is granted personal necessity leave for less than a full day, he or she shall be charged personal necessity leave as specified in Appendix F, but personal necessity leave shall not be granted in increments of less than one hour.
- 16.4 Personal necessity leave shall not accumulate from year to year.
- 16.5 Whenever possible, personal necessity leave shall be approved and scheduled in advance in writing. When advance scheduling is impossible because the leave is required to meet an emergency, the faculty employee who is requesting personal necessity leave shall promptly notify his or her Division Dean or appropriate administrator of the request in person or by telephone. All personal necessity leave shall be reported on the leave report forms required by Section 16.34.
- 16.6 Personal necessity leave may not be used for recreation, social events, or in lieu of sick leave. Unless there are unavoidable and compelling reasons, personal necessity leave may not be taken in conjunction with any holiday, sick leave, or other leave of absence.
- 16.7 "Immediate family member," for the purposes of ~~Section 16.1.1~~ this article, means the spouse or domestic partner, mother, father, sister, brother, son, daughter, grandparent, grandchild, parent-in-law, foster parent, step parent, step child, foster child, brother-in-law, sister-in-law, or any other person living in the immediate household of the employee.

#### **Bereavement Leave**

- 16.8 Each faculty employee shall be entitled to paid bereavement leave of absence sufficient to allow for three consecutive days, excluding weekends and holidays, following the death of any member of his or her immediate family.
- 16.8.1 If the death is of a spouse or domestic partner or child, paid bereavement leave sufficient to allow for five consecutive days, excluding weekends and holidays, shall be granted.
- 16.8.2 If out-of-state travel or travel in excess of 300 miles is required, paid bereavement leave sufficient to allow for five consecutive days, excluding weekends and holidays, shall be granted.
- 16.9 Bereavement leave shall not be granted in any increment of less than one half day.
- 16.10 "Immediate family member," for purposes of Section 16.8, has the meaning prescribed by Section 16.7.
- 16.11 The Board may grant additional days of bereavement leave with full compensation in case of demonstrated need.

#### **Sick Leave**

- 16.12 Sick leave is a benefit to which an employee is entitled if he or she:

- 16.12.1 Is incapacitated by illness or injury or is required to keep a medical appointment that could not reasonably be set outside of scheduled working hours.
- 16.12.2 Provides an appropriate official of the Board with notice of the need to use sick leave either sufficiently in advance of the start of any scheduled duties to permit a substitute to be assigned (if the Board determines one is required) or, if advance notice is impossible because of the suddenness or severity of the incapacity, as soon as reasonably possible.
- 16.13 Each full-time contract or regular faculty employee shall be entitled to paid sick leave as follows:
  - 16.13.1 Ten-month employees shall be entitled to ten days per college year;
  - 16.13.2 Eleven-month employees shall be entitled to eleven days per college year;
  - 16.13.3 Twelve-month employees shall be entitled to twelve days per college year;
  - 16.13.4 A contract or regular faculty employee employed less than full-time shall be entitled to that proportion of the number of days granted a full-time employee that is most nearly equal to the percent of a full-time assignment for which he or she is employed. Sick leave shall be cumulative from year to year. A "day" of leave is recorded as eight hours.
- 16.14 Notwithstanding Section 16.13, a faculty employee on unpaid leave of absence shall have his or her entitlement to sick leave reduced by one day for each month the employee is on the leave of absence without pay. A contract or regular faculty employee employed for less than 100 percent of contract on unpaid leave of absence shall have his or her entitlement to sick leave reduced on a pro rata basis.
- 16.15 Each part-time temporary faculty ~~employee~~ member shall be entitled to two days of paid sick leave per quarter. Sick leave shall be cumulative from quarter to quarter. In cases of a serious medical procedure or health condition of protracted duration that affects acceptance of an assignment, a part-time faculty member may be granted a medical necessity exemption in accordance with Article 7.17.2.1 for purposes of accessing sick leave and retaining appropriate service credit for the assignment.
- 16.16 Eight hours of leave shall be deducted for a day's absence because of illness or injury. If a faculty employee is absent because of illness or injury for less than a full day, sick leave shall be deducted as specified in Appendix F. Sick leave shall be recorded on the leave report forms required by Section 16.3436.
- 16.17 Each faculty employee shall be entitled to use up to six days of accumulated sick leave on an annual basis for the purpose of death or serious illness of the employee's immediate family, or accident involving the person or property of the faculty employee or faculty employee's immediate family. Leave for this purpose shall be deducted from the appropriate sick leave bank and, therefore, be limited to one day of such leave during Article 26 employment.

~~16.17~~

~~16.18~~ Each faculty employee who has been absent from scheduled duties because of illness or injury for five or more consecutive work school days or more or who is absent from an assignment as defined in Article 7.15.1 for five or more consecutive hours of the assignment or who is absent from scheduled duties on a regular and repeated basis, shall, at the request of the Board, submit a statement from his or her physician or other qualified practitioner stating the medical reason for the absence and certifying the employee's ability to return to work.

### **Maternity Leave**

~~16.18~~<sup>19</sup>In accordance with Education Code Section 87766, faculty employees shall be eligible to use sick leave for absence due to temporary medical disability caused by or contributed to by Ppregnancy, miscarriage, childbirth, or recovery there from shall be treated as a temporary disability for which sick leave may be utilized. The length of the leave of absence, including its beginning and ending dates, shall be determined by the faculty employee and her the employee's physician. Such determination shall be based upon the employee's ability to perform her the employee's assigned duties.

16.19.1 Maternity leave shall comply with applicable provisions of the federal Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) and Pregnancy Disability Leave Law (PDLL).

16.19.2 Following the expiration of maternity leave, a faculty employee may request partial or full leave of absence without pay in accordance with Section 16.31.

### **Donation of Sick Leave**

~~16.19~~<sup>20</sup>Each faculty employee may donate days of sick leave to individual District employees who, due to a serious health condition, have exhausted all accumulated sick leave. Donating faculty employees shall retain a sixty (60) day balance of sick leave after their donation. No employee may receive more than 40 days of donated leave per year.

~~16.19~~<sup>20.1A</sup> "serious health condition" is defined as an illness, injury, impairment, or physical or mental condition which involves inpatient care in a hospital, hospice, or residential health care facility, or continuing treatment or continuing supervision by a health care provider as defined in 29 USC, 825.114(a) and as certified by an employee's physician or other qualified practitioner.

The Vice Chancellor of Human Resources will verify the certification for eligibility. If the certification from the employee's physician is insufficient, a certification by a physician of the District's choosing may be required, at District expense. The District may require additional medical opinions.

~~16.19~~<sup>20.2</sup>Donated leave must be in one day increments (no less than 8 hours). Recipients of donated sick leave shall be solely responsible for any state and federal taxes on the donated time. Such taxes shall be withheld at

the normal rate for the recipient employee. In the event that the state or federal governments rule that a tax liability is due other than as taxed, the recipient shall be solely liable for such liabilities.

16.4920.2.1 The donated sick leave may be used only when the employee has exhausted accumulated sick leave and either is not eligible for long-term disability, or is eligible but has not begun to receive the long-term coverage.

16.4920.2.2 The Vice Chancellor of Human Resources shall be notified of solicitations of donations. Solicitations of donations may be made by the individual or his/her representatives(s). Normally, donations shall be made before the recipient employee begins extended sick leave. However, should a donation be made while the recipient employee is on extended sick leave, the donated sick leave shall extend the number of days of regular sick leave (full pay) and reduce the number of days of extended leave. Donated days will not extend the total number of days of combined sick and extended sick leave but the recipient employee shall be paid the difference between regular and extended sick leave for each day of donation that is received after extended sick leave has begun. In no case shall sick leave donation occur once the recipient employee begins leave under Article 22.6 of this *Agreement*.

16.4920.2.3 Donations of sick leave shall be authorized by a signed pledge form prepared by and filed with the District's Office of Human Resources. In the event several faculty employees donate sick leave, the sick leave shall be used in the order in which the signed pledge forms are filed with the District's Office of Human Resources.

16.4920.2.4 If the employee does not use all donated sick leave, the sick leave shall be returned to the donating faculty employee(s).

Either the Board or FA may reopen negotiations on this section at any time by delivering a written request to reopen to the other party.

#### **Additional Provisions Governing Sick Leave**

16.2021 Notwithstanding any other provision of this article:

16.2021.1 The Board itself may grant additional days of sick leave with full pay beyond that to which an employee is otherwise entitled under this article;

16.2021.2 Sick leave accumulated in other California school districts shall be credited to a regular or contract employee of the District upon request and certification as provided in Education Code Section 87782 and 87783 if the application for transfer is made within one year after the employee is employed by the District. Effective Winter 2004, this provision shall also apply to part-time faculty.

16.2021.3 Sick leave accumulated in the District by a part-time faculty employee prior to his or her employment as a District contract or regular faculty employee shall be credited to the faculty employee's full time sick leave upon request. The faculty employee may request Human Resources to transfer the accumulated part-time sick leave to full-time sick leave provided that the request is made within one year from the date of hire as a probationary employee.

### **Extended Sick Leave**

16.2122 Each contract or regular faculty employee shall be entitled to extended sick leave for illness or injury at the end of all accumulated sick leave or at the end of 10 consecutive ~~school~~ contract days, whichever is later, and continuing for up to 180 calendar days from the first day of absence because of illness or injury. Extended sick leave shall be granted in increments of not less than one full day for each working day of absence due to illness or injury.

16.2223 A faculty employee on extended sick leave shall be entitled to extended sick leave pay as follows:

16.2223.1 For a full month's absence, an amount that equals  $66 \frac{2}{3}$  percent of the employee's "basic monthly earnings" on the date he or she was actually last at work, to a maximum payment of \$6,000 per month. "Basic monthly earnings" means  $1/12$ th of the employee's annual contract salary;

16.2223.2 For less than a full month's absence, an amount that equals an appropriate fraction of the extended sick leave pay calculated under 16.232.1. The fraction shall be determined by dividing the number of days of absence during the partial month by the number of ~~school~~ contract days in the month.

16.2324 After the exhaustion of all accumulated and extended sick leave, a faculty employee may return to work, resign, resign for the purpose of retirement, or apply for an unpaid leave due to disability. If the employee applies for an unpaid leave, a leave of up to three academic quarters shall be granted. Such a leave shall be unpaid except as provided for under Article 22.6.

At the conclusion of the unpaid leave for disability, the employee may return to work, resign, resign for the purpose of retirement, or apply for an extension of the unpaid leave for disability not to exceed one academic quarter. If the employee fails to return to work, resign, resign for the purpose of retirement, or to apply for an extension of the leave or if the request for extension of a leave is denied, and the employee continues to be unable to perform the essential functions of the job as certified by an authorized medical practitioner, the employee may apply for STRS disability allowance.

16.2324.1 If the faculty employee has applied for and has been determined to be eligible for a disability allowance by the State Teachers Retirement System, the leave due to disability shall be extended for the term of the disability but not more than 39 months in accordance with Education Code Section 87789. During this leave, if the employee remains eligible for STRS disability allowance, the leave shall not constitute a break in

service and the employee remains a qualified faculty employee for the purpose of receiving health benefits.

- ~~16.23~~24. If the employee does not apply for or is not eligible for STRS disability allowance and does not return to work, resign, or resign for the purpose of retirement, the employee may apply for additional leave or the District may proceed in accordance with due process provisions of the Education Code.

In the event a qualified employee remains disabled beyond the period of accumulated and extended sick leave, he or she shall be eligible to receive long-term disability insurance benefits under Article 22.6 in the manner prescribed in the District's long-term disability insurance policy. Each disabled contract or regular faculty employee who is receiving long-term disability insurance payments shall, following the exhaustion of all accumulated and extended sick leave, remain a qualified faculty employee for the purpose of receiving health benefits while on an approved leave under Section ~~16.23~~24.

### **Family Medical Leave**

~~16.27~~

- ~~16.25~~ In accordance with ~~state and federal law and District policy~~ the federal Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), under certain conditions faculty employees may be eligible for an unpaid leave of absence for up to twelve (12) weeks for reasons related to family circumstances. Qualifying circumstances would include but not be limited to: birth of a child, care of a child, spouse, or parent with a serious health condition; or adoption (see Appendix T.)

~~16.27.1~~

- ~~16.25.1~~ Faculty employees should consult with the District Office of Human Resources regarding eligibility, application procedures, and other procedures related to family leave.

~~16.27.2~~

- ~~16.25.2~~ Faculty employees who qualify for paid benefits under Article 22, Section 22.1 shall continue to receive paid medical benefits while under family leave.

~~16.27.3~~

- ~~16.25.3~~ Use of family medical leave for a qualifying circumstance including the employee's own serious illness runs concurrently with other paid and unpaid leaves granted by the District.

### **State Disability Leave (SDI) – Part-Time Faculty Employees Only**

- 16.26 In accordance with Article 7.26.3, part-time faculty employees shall be eligible for the following benefits, effective April 1, 2011:

- 16.26.1 State Disability Insurance (SDI). After the exhaustion of sick leave provided under Section 16.15, the part-time faculty employee shall be eligible to file with the Employment Development Department (EDD) for disability benefits in accordance with SDI filing dates and processes; and,



16.26.2 Paid Family Leave Insurance (PFL). Part-time faculty employees who must be absent from scheduled duties to care for a seriously ill child, spouse, parent, or registered domestic partner, or to bond with a new child shall be eligible to file with the Employment Development Department (EDD) for paid family leave benefits in accordance with SDI filing dates and timelines and definition of "serious health condition."

It shall be entirely the responsibility of the part-time faculty employee to file for SDI benefits in accordance with EDD statutes and regulations, and the District shall have no responsibility for interpreting SDI regulations and timelines or ensuring that the part-time faculty employee acts in compliance with them. Questions about SDI coverage shall be directed to the Employment Development Department (<http://www.edd.ca.gov/Disability>).

### **Exchange Leave**

~~16.24~~

16.27 A contract or regular faculty employee who meets the requirements prescribed by law may request an exchange leave pursuant to Education Code Section 87422.

### **Military Leave, Legislative Leave, Industrial Accident Leave**

~~16.25~~

16.28 A contract or regular faculty employee who meets the requirements prescribed by law may request and shall be granted:

~~16.25.1~~

16.28.1 An unpaid military leave under Education Code Section 87700;

~~16.25.2~~

16.28.2 An unpaid legislative leave under Education Code Section 87701; or

~~16.25.3~~

16.28.3 An industrial accident leave of up to 60 days under Education Code Section 87787 and the rules described in that section.

### **Leave for Jury Duty**

~~16.26~~

16.29 A faculty employee called for jury duty in the manner provided for by law may request and shall be granted a jury duty leave of absence. Such a leave shall be with pay, provided the amount the faculty employee receives for jury fees, excluding mileage allowance, shall be deducted from his or her regular earnings. Verification of jury duty (summons or court statement) shall be attached to the leave report.

### **Family Medical Leave**

~~16.27~~ In accordance with state and federal law and District policy, under certain conditions faculty employees may be eligible for an unpaid leave of absence for up to twelve (12) weeks for reasons related to family circumstances. Qualifying

~~circumstances would include but not be limited to: birth of a child, care of a child, spouse, or parent with a serious health condition; or adoption (see Appendix T.)~~

~~16.27.1 Faculty employees should consult with the District Office of Human Resources regarding eligibility, application procedures, and other procedures related to family leave.~~

~~16.27.2 Faculty employees who qualify for paid benefits under Article 22, Section 22.1 shall continue to receive paid medical benefits while under family leave.~~

~~16.27.3 Use of family medical leave for a qualifying circumstance including the employee's own serious illness runs concurrently with other paid and unpaid leaves granted by the District.~~

### **College Assigned Business Leave**

~~16.28~~

16.30 If a faculty employee at the request of a Division Dean or appropriate administrator is required to attend a conference, meeting, workshop, or other activity that conflicts with the faculty employee's scheduled duties, the faculty employee shall be granted College Assigned Business Leave. Such leave shall also be granted to a faculty employee whose service as an official representative of the college or as an appointee in a statewide governance process conflicts with the employee's scheduled duties. Such leave may also be granted for participation in a statewide accreditation process that conflicts with the employee's scheduled duties. All leave provided under this section shall be approved in advance by the appropriate administrator and reported as College Assigned Business on the Leave Report.

### **Unpaid Leaves of Absence**

~~16.29~~

16.31 Each contract or regular faculty employee may request a full-time or partial leave of absence without pay for any period not exceeding two years. A faculty employee on a partial unpaid leave of absence shall continue to fulfill the appropriate pro rata share of the duties that would have been required had that employee continued to serve as a full-time employee. An employee who wishes to apply for a leave shall submit a written request for a leave of absence without pay to the President or his or her designee at least three months before the desired commencement of the leave unless he or she cannot file a timely request because the leave is needed to meet an unforeseen emergency. By mutual agreement of the Board and the employee, a leave of absence without pay or any extension of a leave without pay may be extended for an additional period that does not exceed one year. If a requested leave of absence is for a period of one month or more, the request shall be forwarded to the Board itself for review and action.

~~16.30~~

16.32 If during an unpaid leave a faculty employee continues to meet the definition of a "qualified faculty employee" under Article 22, Section 22.1, he or she shall continue to receive paid benefits. If the faculty employee on unpaid leave does not meet this definition, he or she may continue to receive paid benefits by reimbursing the District in advance for the full premium or its equivalent.

~~16.31~~

16.33 During a partial unpaid leave, the faculty employee shall receive the appropriate pro rata share of the salary including all earned Professional Achievement Awards he or she would have received had he or she continued to serve as a full-time employee and shall earn credit for sick leave and personal necessity leave on a pro rata basis. During a full-time leave of absence without pay, a faculty employee's salary including all earned Professional Achievement Awards shall be adjusted as follows:

~~16.28.1~~

16.33.1 For ten-month (175-day) faculty employees, the employee's full annual salary shall be reduced by 1/175th for each day of unpaid leave;

~~16.31.2~~

16.33.2 For eleven-month (195-day) faculty employees, the employee's full annual salary shall be reduced by 1/195th for each day of unpaid leave;

~~16.31.3~~

16.33.3 For twelve-month (215-day) faculty employees, the employee's full annual salary shall be reduced by 1/215th for each day of unpaid leave.

~~16.32~~

16.34 An unpaid leave of absence shall not constitute a break in continuity of service, nor shall an unpaid leave of absence of one quarter or more count as part of the time required for eligibility for a professional development leave (Article 17), the reduced workload program (Article 18), the retirement incentive program (Article 19), or eligibility for advancement on the salary schedule, except as specified in Section 16.33. The period of unpaid leave is not counted for STRS service credit nor is the faculty employee able to purchase the service from STRS for an unpaid leave.

~~16.33~~

16.35 A regular faculty employee may apply for an unpaid educational leave for professional development purposes. If such leave is full-time, the period of the leave shall nevertheless be included in determining eligibility for advancement on the salary schedule. In all other respects the leave shall be identical to any other full-time unpaid leave.

## **Leave Report**

~~16.34~~

16.36 It shall be the responsibility of each contract and regular faculty employee to notify his or her Division Dean or appropriate administrator when a leave is needed. Within ten (10) school days after returning from an absence each Each faculty employee shall sign and file a leave report with his or her appropriate administrator for the each absence, either via paper copy (provided by and submitted to the Division Dean or appropriate administrator) or through the District Portal, in accordance with whatever procedure is required by the District. The Division Dean or appropriate administrator shall provide a leave report to the faculty employee and the faculty employee shall file the report for division review and action, in accordance with established District procedures the division office within ten (10) school days after returning from the absence. In some cases, the Division office may initiate the leave report in order to facilitate timely payment for a substitute, if any, but such a leave report shall be subject to review by the

faculty employee who may revise and re-submit the report before District action is taken on the leave report.

~~16.35~~

16.37 The leave report shall be on forms provided by the Board and shall reflect all hours of absence and the dates on which they occurred.

~~16.36~~

16.38 College Assigned Business shall be indicated on the leave report but shall not result in leave deduction.

### **Substitutes**

~~16.37~~

16.39 Normally, the Board shall provide a substitute when a faculty employee is absent on approved leave for two or more consecutive academic hours of a class unless the Division Dean or appropriate administrator and the faculty employee mutually agree otherwise.

~~16.37.1~~

16.39.1 For the purposes of this section, an approved leave is defined as a leave that is provided under this article or a Faculty Flex Day provided under Article 27.3.

~~16.37.2~~

16.39.2 The faculty employee shall notify the Division Dean or the appropriate representative in the division/departments either in advance of the leave or, when leave is due to emergency or unanticipated absence, as soon as practicable. The faculty employee and the administrator/representative shall work together to find an appropriate substitute.

~~16.37.3~~

16.39.3 In cases of planned leave, the faculty employee shall organize the course material to provide an alternate assignment during any leave time not covered by a substitute.

~~16.38~~

16.40 A day-to-day substitute assignment shall not exceed two instructional weeks.

~~16.38.1~~

16.40.1 Faculty employees serving as day-to-day substitutes during the regular academic year shall be paid in accordance with Appendix D. Faculty employees serving as day-to-day substitutes during the summer session shall be paid in accordance with Appendix D1.

~~16.38.2~~

16.40.2 Day-to-day substitute service shall not be used for purposes of computing the sixty-seven percent (~~60~~ 67%) load limitation for part-time faculty employees.

~~16.38.3~~

16.40.3 A substitute assignment in excess of two instructional weeks shall be converted into a long-term substitute assignment, and the faculty

employee serving as the substitute shall be given load credit for the assignment. In such cases, long-term substitute assignments shall be counted toward the sixty-seven percent (~~60~~ 67%) load limitation for part-time faculty employees.

Article 17  
**PROFESSIONAL DEVELOPMENT LEAVES**

**Eligibility**

- 17.1 A faculty employee shall be eligible to apply for a Professional Development Leave of one, two, or three quarters under this article if he or she:
- 17.1.1 Is employed as a regular faculty employee in a non-management position;
  - 17.1.2 Has rendered service to the District as a contract or regular faculty employee who is employed at least half time for at least eighteen consecutive quarters preceding the academic year in which the leave is to be taken;
  - 17.1.3 Notwithstanding Section 17.1.2, a regular faculty employee may apply any unused quarters of service earned in a former management position towards the eligibility requirements specified in Section 17.1.2 provided the three most recent quarters of service preceding the academic year in which the leave commences were earned as a regular faculty employee; and
  - 17.1.4 Has not taken any other paid professional leave during the eighteen quarters preceding the academic year in which the leave is to be taken.  
Notwithstanding the provisions of this section, if the leave is taken in separate years as provided in Section 17.2, the intervening quarters may be counted toward eligibility for subsequent leaves. For purposes of eligibility all quarters of service in active employment status between the first quarter of the year in which the leave is taken and the final quarter of the year in which the leave is completed (17.2) shall count toward eligibility for subsequent leaves (see Appendix P4).

No absence from the service of the District under a leave of absence shall be deemed a break in the continuity of service required by this section. However, time spent on an unpaid leave of one quarter or more shall not count toward a period of service.

**Leave Duration, Configuration, and Load**

- 17.2 No Professional Development Leave granted under this article shall exceed three quarters. It is expected that a Professional Development Leave shall be taken in one academic year. However, the leave may be taken in separate years if:
- 17.2.1 The faculty member's application demonstrates that the leave plan can be most effectively fulfilled in separate years;
  - 17.2.2 The proposal to take the leave in separate years is approved by the Division Dean prior to the submission of the application to the District Office of Human Resources for review by the Districts Professional Development Leave Committee as provided in Sections 17.5 through 17.8;
  - 17.2.3 The proposal to take the leave in separate years shall not create a hardship for the division in the judgment of the Division Dean; and

- 17.2.4 The leave is commenced and completed within three years beginning Fall quarter following date of approval.

Any leave granted for a period of three quarters shall release the applicant from a full annual load. "Full annual load" is the load for which the faculty employee would have been responsible had he or she not taken a Professional Development Leave. In disciplines where load is distributed unequally throughout the three academic quarters, the PDL leave shall not exceed the equivalent of a full annual load.

### **Granting of Leaves**

- 17.3 Professional Development Leaves shall be granted by the Board itself during the academic year preceding the year during which the leave is to be taken. The Board shall appropriate sufficient funds to permit the granting of a sufficient number of leaves to enable the equivalent of six percent of contract and regular faculty employees to be on leave during an academic year. The Board may grant additional quarters of leave at its discretion.
- 17.4 Within the limits established by Section 17.3, all of the quarters of leave available for an academic year shall be granted provided a sufficient number of eligible faculty employees have applied for such leaves and have received the approvals required by this article. If all of the quarters of leave available are not granted during a year, the number of quarters not granted shall be carried over to the next academic year.

### **Salary, Benefits, and STRS/PERS Service Credit**

- 17.5 Each faculty employee granted a Professional Development Leave under this article shall receive 85 percent of full salary during his or her leave, and in accordance with 17.2, for a maximum of three quarters during the regular academic year. "Full salary" is the salary a faculty employee would have received if he or she had not taken a Professional Development Leave.
- 17.5.1 Faculty employees on Professional Development Leave shall not receive any District assignment for extra pay (in excess of 85% of full salary) unless exceptional circumstances exist and no other faculty employee is available for the assignment. No such assignments for extra pay shall be made without prior approval of the Vice Chancellor of Human Resources or his/her designee.
- 17.5.2 During a Professional Development Leave a faculty employee shall be credited with 85 percent of service by the applicable retirement system (STRS or PERS). The faculty employee may arrange to ensure full service credit for the period of the leave in one of the following ways:
- 17.5.2.1 Faculty may purchase service credit from the applicable retirement system. If the purchase is made from STRS within two years following the completion of the leave, the District shall pay fifty percent (one-half) the employer portion specified in Education Code 22950(a) and 22951 (currently 8 percent and 0.25 percent, respectively) of the purchase cost creditable compensation upon which the contribution is based. Verification by the District through the District Office of Human Resources is required for the purchase of professional development leave service credit.

17.5.2.2 Effective July 1, 2002 under STRS regulations, faculty employment under Article 7 and/or during summer session shall be creditable toward full annual service credit for the college year (July 1 to June 30). No faculty employee on professional development leave shall be assigned under Article 7 except in accordance with 17.5.1.

17.6 Each faculty employee on Professional Development Leave shall receive paid benefits in the same manner as all other full-time contract and regular faculty employees. Such benefits shall include eligibility to apply for training/retraining stipends in accordance with Article 35 and professional conference funds as described in Article 36 of this *Agreement*.

### **Terms and Conditions**

17.7 Each faculty employee, as a condition of being granted a Professional Development Leave, shall agree in writing to adhere to the plan of study, research or travel described in the leave application, and to submit a timely report about the leave as required by Section 17.16. Additionally, each faculty employee shall agree to render return service in the employ of the District equivalent to twice the regular full-time academic load for which he or she has been granted leave. If the leave is taken as a full academic year, return service begins in the Fall quarter of the following academic year. If the leave is taken in separate quarters under 17.2, return service is credited for the load performed in active employment subsequent to each quarter of leave (see Appendix P4).

17.8 The period of any Professional Development Leave granted under this article shall be included in determining eligibility for professional growth and advancement on the salary schedule.

### **Application Process and Timelines**

17.9 A regular faculty employee who wishes to apply for a Professional Development Leave shall file a written application (Appendix P1) with the District Office of Human Resources for review by the District Professional Development Leave Committee with a copy to the President or his or her designee by October 15 of the school year preceding the year during which the leave is to be taken. To be considered by the Professional Development Leave Committee, all application materials shall be received by the District Office of Human Resources by the October 15 deadline date. It is the responsibility of the faculty employee to deliver the completed and signed application materials and required copies to the District Office of Human Resources Office. Application materials not received by the deadline shall not be reviewed by the District Professional Development Leave Committee.

17.9.1 Notwithstanding the above, a faculty employee who, through no fault of his own or her own, has an application absent of the administrative comments required by Section 17.11, shall submit a copy of all remaining application materials to the District Office of Human Resources by the due date. In such cases, the application shall be considered timely.

17.10 The application shall include or be accompanied by the details of the faculty employee's plan of study, research or travel, together with a statement of the benefits



that would accrue to the District and its students if the plan were approved. The application shall:

- 17.10.1 Set forth specific objectives for the study, research or travel so as to demonstrate that the leave will enhance the job performance and professional growth of the faculty employee;
  - 17.10.2 Include a plan of appropriate substance and duration which is proportionate to the length of the leave requested for meeting the stated objectives and an anticipated calendar or timetable for carrying out the various activities.
    - 17.10.2.1 "Appropriate duration" is defined as the amount of time necessary to fulfill the stated objectives and proposed plan, not as the hours equivalent to the faculty employee's primary assignment during the academic year.
  - 17.10.3 Include the means by which a faculty member will report on or verify the objectives achieved.
- 17.11 At least five school days before filing an application with the District Office of Human Resources ~~Professional Development Leave Committee~~ or no later than five school days before the October 15 application deadline, each faculty employee shall review his or her application with the Division Dean or appropriate administrator, who may consult with the President. The Division Dean or appropriate administrator shall inform the faculty employee if, in his or her professional judgment, the leave plan will not benefit the District and its students. The faculty employee may determine whether to proceed with the application, amend the application or withdraw the application. The Division Dean or appropriate administrator shall then append to the application:
- 17.11.1 A comment advising the Committee as to how the proposed leave will or will not benefit the District and its students; and, if appropriate,
  - 17.11.2 A statement of concern about the potential for a severe reduction in full-time faculty staffing within a specific department, if all applicants are granted leaves for the same time period.

#### **Professional Development Leave Committee**

- 17.12 The District Professional Development Leave Committee shall consist of:

The Chancellor, or his or her designee, who shall serve as chairperson; an academic administrator from De Anza College appointed by the President; an academic administrator from Foothill College appointed by the President; two full-time regular faculty employees from each campus selected by the respective Academic Senates; two full-time regular faculty employees from each campus selected by FA. Members of the Committee shall not themselves be applicants.

- 17.12.1 The FA and the Academic Senates, when selecting representatives to the Professional Development Leave Committee, shall designate representatives who will not be applicants for a Professional Development Leave during their term as a Committee member. A Committee member who does become an applicant for a leave shall step down from his or her Committee assignment.

- 17.12.2 The Professional Development Leave Committee, or a duly authorized sub-Committee, shall conduct its work only at regularly called meetings which all members have the opportunity to attend.
- 17.12.3 The Professional Development Leave Committee shall meet early in the Fall quarter to agree on a calendar by which the Committee shall carry out its responsibilities and enable it to make its leave application recommendations to the Board at the first Board meeting in February.
- 17.13 The District Professional Development Leave Committee shall review all timely applications and college recommendations submitted to it and shall approve an application only if satisfied that the faculty employee is eligible for the leave and that he or she shall, during the leave, engage in study, research or travel that will:
  - 17.13.1 Substantially benefit the District and its students; and
  - 17.13.2 Enhance the faculty employee's job performance and professional growth; and
  - 17.13.3 Relate significantly to the faculty employee's profession, assignment or planned assignments.

The committee shall assess each plan on a holistic basis, with consideration of the way in which a variety and/or number of activities can meet the objectives of the leave.

#### **Leave Approval Process**

- 17.14 After reviewing all timely applications and campus recommendations submitted to it, the District Professional Development Leave Committee shall forward the names and descriptions of proposals of the approved applicants for whom leaves are available and the names of all approved alternates, if any, to the Board itself with a request that the leaves be granted. The Committee shall list the names of the approved applicants and all approved alternates, if any, in the order of their quarters of service since last having taken a Professional Development Leave.
  - 17.14.1 If members of the Committee are in disagreement among themselves over the approval of an application, they shall communicate with the applicant and with the appropriate administrator to gather information and/or clarification which will assist the members in making an unbiased recommendation.
  - 17.14.2 In carrying out their responsibilities, the Committee shall not be arbitrary, capricious or discriminatory.

The Board itself shall grant the leave as required by Section 17.3, and in the order listed by the Professional Development Leave Committee, except that the Board itself may defer an individual recommendation for a period of time not exceeding one year for an employee who has been subject to disciplinary action pursuant to Education Code Section 87660 and following during the preceding year or against whom disciplinary action is pending or will be pending within 30 days, allowing time for the cause of the disciplinary action to be corrected before the recommendation is reconsidered.

#### **Changes to the Leave Plan**

17.15 If an employee on a Professional Development Leave materially changes his or her plan of study, research, or travel described in the leave application, he or she shall submit the plan change (Appendix P2) to the District Office of Human Resources for review by the Professional Development Leave Committee prior to implementing the change. If such prior notification is not possible, the employee shall notify the District Office of Human Resources Committee ~~shall be notified~~ no later than the end of the second week of the quarter or, where verifiable extenuating circumstances exist, at the earliest date possible. In all circumstances, changes in the plan shall continue to meet the stated objectives of the leave. The Committee shall review the proposed changes in consultation with the Division Dean or appropriate administrator. The Committee shall either approve or disapprove the amended plan and immediately so inform the faculty employee.

17.15.1 If the amended plan is disapproved after the leave has commenced, the faculty employee is expected to end the leave at the conclusion of the quarter in which the faculty employee is notified of the disapproval. The faculty employee shall request and receive approval for an amended plan before continuing the leave. However, the faculty employee can declare that ending the leave at the conclusion of the quarter would cause an undue personal hardship, in which case the leave can be completed for the current year subject to the provisions of Section 17.17, including a review of the objectives of the leave and the appropriateness of the undue hardship declaration.

17.15.2 In cases where the leave was granted under Section 17.2, in separate years, the faculty employee shall notify and receive Committee approval before continuing the remaining quarters of the leave.

### **Professional Development Leave Report**

17.16 Within 30 days following his or her return from the completed leave, each faculty employee shall submit a report to the District Office of Human Resources for review by the District Professional Development Leave Committee, with a copy to the Division Dean or appropriate administrator, that identifies the manner in which the employee accomplished the objectives of the leave and planned activities as described in the application and any amendments as provided in Section 17.15. It is the responsibility of the faculty employee to deliver the report to the District Office of Human Resources. Unless otherwise agreed, if the faculty employee fails to provide the required leave report to the District Office of Human Resources by the deadline, the ~~Committee shall refer the matter~~ shall be referred to the President of the college for action as stated in Section 17.17.

17.17 The Professional Development Leave Committee is also responsible for collecting, reviewing and approving the leave reports required by Section 17.16. After reviewing the report, the District Professional Development Leave Committee shall either approve the report and file it with the Board itself or request further information or refinement of the report from the faculty employee. If the Committee is unable to establish that the conditions under which the leave was granted have been satisfied, the report shall be referred to the President. The President, after consultation with those deemed appropriate, and after considering possible mitigating circumstances, may recommend that the faculty employee be required to compensate the District for the expense of the leave. If the Board itself accepts the President's recommendation, the

faculty employee may grieve the matter as specified in Article 5 (Grievance Procedure) of this *Agreement*.

**Re-opener**

- 17.18 Either the Board or FA may reopen negotiations on this article at any time by delivering a written agreement to reopen to the other party.



TA 3/16/11  
District             
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## Article 18 REDUCED WORKLOAD PROGRAM

### **Definition**

- 18.1 Each full-time faculty employee who meets the requirements of this article may reduce his or her contract from full-time to percent of contract while maintaining his or her retirement benefits pursuant to Education Code Sections 22713 and 87483 or Government Code Section 20900. A "reduced contract" is an annual load that is less than 100 percent but at least 50 percent of a full annual load.

### **Eligibility Requirements**

- 18.2 To be eligible for a pre-retirement reduction in contract under this article the faculty employee must have:
- 18.2.1 Reached the age of 55 prior to the reduction in contract;
  - 18.2.2 Been employed full-time in a faculty position requiring membership in an appropriate California state retirement system for at least ten years;
  - 18.2.3 Have served five years in the District immediately preceding the reduction in full-time employment without a break in service, with the final three years (of these immediately preceding five years of full-time employment) in a faculty position. For purposes of this section, an approved leave of absence shall not constitute a break in service. However, an unpaid leave of absence shall not count towards the five years of full-time service required by this section.
- 18.3 This article shall be applicable only to faculty employees who request reduction in contract and meet the criteria established by Section 18.2. The Reduced Workload Program shall become effective at the beginning of the college year; in accordance with the Education Code, a faculty employee cannot combine a full-time contract and an Article 18 contract within the same college year.

### **Duration of Participation and Withdrawal from the Program**

- 18.4 The maximum period during which a faculty employee's contract may be reduced under this article shall not exceed 10 years for a faculty employee enrolled in STRS or 5 years for a faculty employee enrolled in PERS. At the conclusion of the period during which a faculty employee's contract is reduced under this article, the faculty employee shall retire unless, during the first year of the reduction in contract under this article, the faculty employee submits a written request to return to full-time employment at the beginning of the next academic year. Notwithstanding Section 18.9, such a request shall be granted if it is received by the college President or designee on or before April 1 of the first college year.

### **Faculty Rights and Duties**

- 18.5 A faculty employee whose contract has been reduced under this article shall retain  
1) all paid benefits as if he or she were a full-time faculty employee and shall

receive the pro rata share of the salary he or she would have earned had he or she continued full-time; 2) full compensation for earned Professional Achievement Awards, if any, and the right to apply for additional awards, if any, in accordance with Article 38; 3) continued eligibility for assignments under Article 7 and Article 25; and, 4) In addition, the faculty employee shall retain, on a pro rata basis, all other rights and benefits of regular faculty employees, except the right to receive a professional development leave. Faculty on Article 18 are not eligible to apply for, or be granted, a professional development leave under Article 17.

- 18.6 A faculty employee whose contract has been reduced under this article shall fulfill the appropriate pro rata share of the faculty duties that would have been required had the employee continued as a full-time employee.

### **Retirement System Contributions**

- 18.7 In compliance with Education Code Section 22713 and Government Code Section 20900, as appropriate, a faculty employee whose contract has been reduced under this article shall contribute to the appropriate retirement system by payroll deduction the amount he or she would have contributed had he or she continued full-time. The Board shall contribute to the appropriate retirement system the amount required by law.

### **Initiation of Article 18 Request**

- 18.8 To initiate the provisions of this article, a faculty employee shall follow the procedures described below in the college year preceding the reduction in contract:
- 18.8.1 Meet with the appropriate administrator by January 15 to determine through mutual agreement the schedule load configuration by which the reduced contract shall be fulfilled, as specified below:
- 18.8.1.1 A full academic year schedule with a reduced load in one or more of the three quarters;
- 18.8.1.2 A two-quarter schedule that does not exceed the percentage of annual load normally served in the department in any one quarter nor the combined percentage of annual load normally served in any two quarters.
- 18.8.1.3 For a faculty employee covered under Article 10.10, the schedule may also reflect reduced load in the eleventh and/or twelfth month of the employee's annual contract.
- 18.8.2 File a written request with the President or designee by March 1. The written request shall be made on the form contained in Appendix W – Request for Reduced Workload Program and specify:
- 18.8.2.1 That the request is pursuant to this article;
- 18.8.2.2 The reduced contract the employee desires under this article, provided it is not less than one-half of a full load; and

- 18.8.2.2 The load configuration, as defined in Section 18.8.1, by which the reduced contract shall be fulfilled; and,
- 18.8.2.3 The number of years during which the faculty employee wishes his or her contract to be reduced under this article, provided the number of years does not exceed 10 for faculty employees enrolled in STRS or 5 for faculty employees enrolled in PERS.

If the employee's request is granted it shall take effect at the beginning of the next college year, remain in effect for the duration specified in Section 18.8.2.3, and be revoked only with the mutual consent of the faculty employee and the Board. After implementing Article 18, the faculty employee shall consult, on an annual basis, with the appropriate administrator by January 15 to determine the schedule, as defined in Section 18.8.1, by which the reduced contract will be fulfilled.

#### **Change in Percentage of Reduced Contract**

- 18.9 A faculty employee whose workload has been reduced under this article may request to change the percentage of reduction in contract by following the provisions of Section 18.8 and submitting a written request to the President or designee specifying the revised reduction. If the employee's request is granted it shall take effect at the beginning of the next college year.

#### **Additional Provisions**

- 18.10 Notwithstanding Section 18.8 the Board may, after consulting with FA, assign the faculty his or her reduced load in such a manner as to meet the program or staffing needs of the District.
- 18.11 In accordance with Ed Code 22713(g), a member who retires or otherwise separates from service prior to the end of the school year shall be in violation of the provisions of the reduced workload program, and the member's service credit for that period of the contract shall be credited in the proportion that the member's creditable compensation for that service bears to the member's compensation earnable.
- 18.12 Nothing in this article shall prohibit a faculty employee from requesting a reduction in contract outside of the provisions of this article or prohibit the Board from granting such a request.





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Article 19  
**RETIREMENT INCENTIVE EMERITUS PROGRAM**

**Eligibility**

- 19.1 The Board itself shall offer an annual employment contract, as provided in this article, to any regular or contract faculty employee who will become a retired faculty employee prior to the next academic year and is at least 55 years of age and who has been employed by the District as a regular or contract faculty employee at least half time for at least ten years. Employment under this article shall commence in the next academic year and shall be limited to a maximum of five years of participation.
- 19.1.1 Notwithstanding the above, the Board itself may decline to offer an initial contract under this article to an otherwise qualified faculty employee if, in the judgment of the Board, the faculty employee cannot perform the principal duties of the assignment. This judgment shall be based upon evaluation material, legally appropriate medical information, and other materials properly included in the faculty employee's personnel file. If the faculty employee believes this decision to be arbitrary or capricious, he or she may submit the matter to the grievance procedures set forth in Article 5.

Faculty are advised that STRS statutes effective July 1, 2010 prohibit STRS retirees from returning to STRS-covered employment for the first six calendar months after retirement or until their 60<sup>th</sup> birthday, whichever comes first. Thereafter, the STRS retiree may return to work under the applicable earnings limitations.

- 19.2 An eligible faculty employee may elect to receive an employment contract under this article by submitting a written request to the College President or designee with a copy to the Division Dean or appropriate administrator as early as possible but no later than two months before the effective date of the employee's resignation from the District for the purpose of retirement. The Board may waive all or a portion of this time period when, in the Board's opinion, it is appropriate to do so. Within 10 working days of Board approval the faculty employee shall be sent an Article 19 Annual Plan which shall be completed in accordance with the provisions of 19.6 and 19.7.

**Earnings Limits**

- 19.3 ~~An retired Article 19~~ faculty employee ~~employed under this article~~ shall, within the limits established by the applicable retirement laws governing post-retirement service, up to the STRS allowable maximum earnings limit at the time of retirement in accordance with Section 19.3.1, be entitled to part-time employment during the academic year at the appropriate pro rata share of the salary and load the employee was receiving during the last academic year prior to retirement. The ~~retired Article 19~~ faculty employee shall also receive all paid benefits as provided in Article 23. District paid life insurance shall remain in effect as long as the retiree is employed under this article. Under Article 16, the ~~retired Article 19~~ faculty employee shall be entitled only to non-cumulative fully paid sick leave and personal necessity leave, each provided on a pro-rata basis. ~~An retired Article~~

19 faculty employee is not eligible to apply for a Professional Development Leave or Professional Achievement Award. Service on a tenure review or hiring committee shall be reviewed on a case-by-case basis and may occur only with the agreement of the ~~retired~~ Article 19 faculty employee, the District, and the Faculty Association.

- 19.3.1 Faculty employees retiring under this article shall be eligible to earn up to the above specified limit which shall remain the limit for the duration of the faculty employee's participation in the program. For example, a faculty employee entering the program in ~~2007-08~~ 2010-2011 could not earn more than ~~\$27,940~~ \$31,020 for the first and each subsequent year of participation, and the percentage of a full-time load required for this maximum earnings once initially calculated would remain unchanged for the duration of employment under this article. The ~~\$27,940~~ \$31,020 limitation shall be adjusted for future new entrants to the STRS limitation in effect at the time of the faculty employee's entrance into this program.
- 19.3.2 Faculty employees retiring under this article who are enrolled in PERS shall be eligible to earn up to the above specified STRS limit or the PERS limit whichever is less, consistent with the PERS retirement laws governing post-retirement service.
- 19.3.3 Effective July 1, 2002 under STRS regulations, employment during summer session shall be counted toward the STRS allowable maximum earnings limit.
- 19.4 The salary earned by a faculty employee under this article shall be paid in equal monthly installments during the months the ~~retired~~ Article 19 faculty employee is actually at work. However, if an ~~retired~~ Article 19 faculty employee completes the service he or she is scheduled to render under this article during the Fall quarter, he or she may elect to be paid in ten equal installments, September through June.

#### **Pro-Rata Share of Duties**

- 19.5 ~~An retired Article 19 faculty employee employed under this article~~ shall fulfill the appropriate pro rata share of his or her faculty duties, including, but not limited to teaching, counseling, library services, advising, committee service, and all other instructional or instructionally related assignments that would have been required had the employee continued as a full-time employee. Depending on the needs of the division, instructionally related assignments may include, but are not limited to, team teaching, grant writing, evaluation of part-time faculty, and program support activities.
- 19.5.1 All faculty who are employed under this article shall fulfill their contracts during the academic year, except for Counselors and Librarians who may fulfill their contracts during the normal service period of those respective programs.
- 19.5.2 All faculty not covered under Section 19.5.1 who are employed under this article and also work during the summer shall be employed under the provisions of Article 26 (Summer Session), and for the purpose of selection under Article 26.1.6 and 26.2 as appropriate.

## **Required Annual Plan**

- 19.6 The services provided under this article shall be specified in a written Article 19 Annual Plan (Appendix U1) mutually agreed upon by the faculty employee and the Division Dean or appropriate administrator. Each year the Article 19 faculty employee shall consult with his or her Division Dean or appropriate administrator and work out such a mutually agreeable written plan for the services he or she will perform during the subsequent year of employment under this article. This plan shall specify the nature of the service and the location within or outside the District where it is to be performed and the times at which it will begin and be completed. It is the responsibility of the ~~retired~~ Article 19 faculty employee to file this completed plan with the District Office of Human Resources ~~Office~~ in accordance with the timelines established below and represented in Appendix U2-Article 19 Flowchart.
- 19.6.1 Prior to the initial year of participation, the faculty employee shall meet with the Division Dean or appropriate administrator to complete the Article 19 Annual Plan for the subsequent academic year within 30 days of receipt of the Plan from District Office of Human Resources or by January 15, whichever is later. All Article 19 plans shall be completed by the end of the academic year preceding the first year of participation.
- 19.6.2 For the second and subsequent years of participation in the program, it is the responsibility of the Article 19 faculty employee to complete an Article 19 Plan prior to each year of participation in accordance with the timelines established below.
- 19.6.2.1 On or before November 30, the District Office of Human Resources ~~Office~~ shall issue a copy of an Article 19 Annual Plan to each continuing participant with a copy to the appropriate administrator in accordance with the earnings limitations established in Section 19.3.
- 19.6.2.2 On or before January 15 preceding the academic year in which the services will be rendered, the faculty employee shall a) consult with his or her Division Dean or appropriate administrator to complete and sign the Article 19 Annual Plan for the following academic year; b) obtain the required signature from the appropriate Vice President; and, c) file the plan with the District Office of Human Resources. The faculty member shall ~~be responsible~~ have the entire responsibility for filing a timely and complete plan, including obtaining forwarding the Plan to the appropriate Vice President's for signature and ensuring that the Plan is received by for filing the Plan with the District Office of Human Resources ~~Office~~.
- 19.6.2.3 On or before February 15, the District Office of Human Resources ~~Office~~ shall confirm receipt of the Article 19 Annual Plan.

- 19.6.3 A faculty employee who fails to file an complete and signed Article 19 Annual Plan within the specified deadline or who fails to complete the mutually agreed-upon plan shall be dropped from the program.
- 19.6.4 Verified illness or injury which prevents the ~~retired~~ Article 19 faculty employee from filing or completing the plan shall not be cause for automatic dismissal from the program.
- 19.7 The duties that an retired Article 19 faculty employee is assigned to perform ~~under this article~~ shall usually be established by mutual consent between the ~~retired Article 19~~ faculty employee and the Division Dean or appropriate administrator. However, the Board retains the discretion to assign ~~retired Article 19~~ Article 19 faculty employees to duties that are appropriate to the program or staffing needs of the District. Notwithstanding Section 19.6, an assignment is not considered available for the purposes of this article if, at any time before the beginning of the quarter or the beginning of the assignment, whichever is later, the assignment is needed to fill the normal load of a contract or regular faculty employee or the assignment is cancelled. If an assignment is not available or is cancelled, a good-faith effort will be made to find an alternative assignment consistent with this agreement. Alternative assignments may include unassigned existing classes, newly added classes, assignments in subsequent quarters, or duties that the Board determines are appropriate to the program or staffing needs of the District.
- 19.7.1 Article 19 faculty shall be assigned after contract and regular faculty in accordance with Article 10.4.
- 19.7.2 When the Annual Plan is altered due to necessitated change(s) in assignment, load, designated quarter(s) of service, or in quarterly distribution of load, the Article 19 faculty employee shall submit a revised Annual Plan to the District Office of Human Resources prior to performing the revised work assignment(s).

### **Procedural Issues**

- 19.8 Each department will schedule for Article 19 assignments based upon Article 19 Annual Plans. However, if there are more ~~retired Article 19~~ faculty employees in a department than there are available assignments in a given academic year, assignments will be made in reverse order of seniority. The least senior ~~retired Article 19~~ Article 19 faculty employee shall receive one assignment. The process will be repeated until all assignments have been assigned. Seniority will be determined by the first date of paid service under Article 19. In the event that employees have the same seniority date, the assignment will be given to the employee with most years of service in the District. The planned assignment will be initially provided for the academic year in accordance with this section and thereafter adjusted on a quarterly basis based on assignment availability and requirements, without altering the plan for other Article 19 faculty.
- 19.9 Provided the services performed under this article are satisfactory, an employment contract issued under this article shall be renewed annually for a maximum of five years. At the conclusion of the maximum permissible years of service under this article, employment under this article and the District paid life insurance shall cease. Thereafter, the ~~retired Article 19~~ Article 19 faculty employee may be employed by

the Board as provided in the applicable retirement laws governing post-retirement service and in Article 7 (Part-time Faculty).

19.10 An ~~retired~~ Article 19 faculty employee may be terminated if the President concludes that the ~~retired~~ Article 19 faculty employee does not meet the standards of performance and academic excellence that are required of faculty employees by the District. The conclusion of the President shall be based upon:

19.10.1 An official evaluation as defined in Article 6 completed by an appropriate dean. Following the evaluation the ~~retired~~ Article 19 faculty employee shall be given the opportunity to meet with the appropriate dean to discuss the evaluation and to define necessary improvements. The employee shall have the right to have an FA conciliator present at this meeting; and

19.10.2 Written notification by certified mail to the ~~retired~~ Article 19 faculty employee of the improvements necessary for continued employment; and

19.10.3 A second official evaluation by both an appropriate dean and another management employee. The second evaluation shall not be performed until at least 20 ~~working school~~ days following the written notification required by subsection 19.10.2. The ~~retired~~ Article 19 faculty employee will be given an opportunity to meet with the appropriate dean to discuss whether or not the necessary improvement has been made. Before this meeting, the employee shall be informed of his or her right to have an FA conciliator present at this meeting.

If it is alleged to be arbitrary and capricious, the conclusion of the President may be subject to review pursuant to the grievance procedures established by Article 5 of this *Agreement*.

19.11 If an ~~retired~~ Article 19 faculty employee believes the Board has failed to adhere to the written plan agreed upon under Section 19.6, or has otherwise violated a provision of this article, he or she may submit the matter to the grievance procedures set forth in Article 5 of this *Agreement*.

### **Reopener**

19.12 Either party may reopen this article at any time by providing the other party with a notice of intent to reopen.

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Article 20  
**EARLY NOTICE INCENTIVE**

- 20.1 Within limits set annually as part of the budget process, an Early Notice Incentive shall be paid to contract and regular faculty employees who, during the Fall quarter, give the District an Early Notice (see Appendix X) as prescribed by this incentive plan and who subsequently comply with all of the other conditions of the plan.

**Incentive Amounts**

- 20.2 The Early Notice Incentive shall consist of a base amount, as specified below, plus interest, as specified in 20.3.
- 20.2.1 If the Notice specifies a date that is at least five complete academic quarters (approximately 18 months) after the end of the Fall quarter during which it is filed, the base amount shall be \$1,500.
- 20.2.2 If the Notice specifies a date that is at least eight complete academic quarters (approximately 30 months) after the end of the Fall quarter during which it is filed, the base amount shall be \$2,500.
- 20.3 The interest paid on the Early Notice Incentive shall be the amount earned on the base amount from the time it is invested by the District in an interest-bearing account until the effective date of the employee's resignation from the District for the purpose of retirement in accordance with Article 30. The District shall invest the base amount in an interest-bearing account within five working days after the filing of the employee's Early Notice, except that the period of investment shall not begin earlier than eleven complete academic quarters (approximately 42 months) prior to the effective date specified in the Early Notice.

**Filing for the Incentive**

~~20.5~~

- 20.4 The annual Early Notice filing period shall open on the first day of the Fall quarter and close on the last day of the Fall quarter. A Notice is not filed until it is actually received in the District Office of the Vice Chancellor of Human Resources. It is the faculty member's responsibility to submit the completed and signed Notice to the District Office of Human Resources by the last day of Fall quarter. ~~If the limit set on the maximum number of participants in any given year is lower than the number of early notices filed between the first day of the Fall quarter and October 1 of that year, those faculty employees who have the most years of service in the District shall be selected as participants. If years of service is an inadequate criterion by which to distinguish among prospective participants, years of service in California public schools shall be used as a secondary criterion. If those criteria are still inadequate, selection among the employees with equal years of service in the District and in California public schools shall be made by lot. If the limit imposed by the amounts allocated for the Early Notice Incentive as a part of the annual budget process has not been reached by October 1, participation shall be on a first come, first served basis.~~

20.4

20.5

If, after filing an Early Notice, a faculty employee changes his or her retirement plans ~~and or submits an amended Notice (or submits a letter of resignation for the purpose of retirement with an effective date that is different from the date specified in his or her Notice), the initial Early Notice shall be entirely disregarded and all amounts accumulated in the Early Notice Incentive account established for the employee shall remain the property of the District. However, the faculty employee may submit a new Early Notice, provided that it is filed in accordance with Section 20.4, if it otherwise qualifies, the amended notice shall be treated as if it were a new Early Notice, subject to the conditions of this Article.~~

#### **Required Letter of Resignation and Action by the Board**

- 20.6 Continued eligibility for the Early Notice Incentive is conditional upon each participant submitting, at least twelve months before his or her resignation from the District, an irrevocable letter of resignation for the purpose of retirement the Board of Trustees for the Board's formal acceptance. The letter of resignation for the purpose of retirement shall be submitted to the Board at least twelve months before the participant's resignation from the District filed in accordance with Article 30 and shall specify an effective date that is the same as the date contained in the participant's Early Notice. The letter of resignation for the purpose of retirement shall be forwarded to the Board of Trustees for formal acceptance; Once the letter of resignation for purpose of retirement is accepted by the Board itself, the faculty employee shall resign from the District on the date specified in the letter. The Board of Trustees shall act on resignations in accordance with the timelines established in Education Code 87730.

#### **Payment of the Incentive**

- 20.7 The Early Notice Incentive will be payable in the January 31 payroll following the participant's becoming a retired faculty employee in accordance with Article 30.



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Article 21  
**POST-RETIREMENT EMPLOYMENT**

- 21.1 Except as provided in Article 19 (Retirement Incentive Program) and subject to the limitations contained in the applicable retirement laws governing post-retirement service, any retired faculty employee may be employed as a part-time faculty member. Such employment shall be governed by Article 7 (Part-Time Faculty), provided, however, that the Board may employ any retired faculty employee for a period of two years following the date of his or her retirement before any part-time faculty employee with reemployment preference.
- 21.1.1 Dependent upon available assignments, faculty teaching under this article shall receive one assignment, at a minimum, before any part-time faculty employee with reemployment preference. This provision shall apply to each round of assignments made in accordance with Article 7.615. In addition, under extenuating circumstances (such as programmatic demands, certification requirements, or the need for specific expertise, etc.) and through mutual agreement of the faculty employee and the Division Dean or appropriate administrator, Article 21 faculty may be scheduled for multiple assignments before any part-time employee with reemployment preference.
- 21.1.2 Faculty who have not previously earned reemployment preference under Article 7 shall earn one unit of service credit for each quarter of employment under this article.
- 21.1.3 Faculty who have reemployment preference under Article 7 at the time of retirement shall retain that seniority for purposes of Article 7 assignments subsequent to the two years of employment under this article.
- Faculty are advised that STRS statutes effective July 1, 2010 prohibit STRS retirees from returning to STRS-covered employment for the first six calendar months after retirement or until their 60<sup>th</sup> birthday, whichever comes first. Thereafter, the STRS retiree may return to work under the applicable earnings limitations.
- 21.2 Notwithstanding the faculty employee's salary schedule placement before retirement, a retired faculty employee employed under this article shall be entitled to the highest rate of compensation payable to part-time temporary faculty employees. Retired faculty employed as part-time faculty subsequent to the two-years of employment under this article shall be compensated on the appropriate salary schedule, column and step in accordance with Article 7.2344.
- 21.3 As part of the written notice given in accordance with Article 30, a faculty employee shall specify his or her interest in being employed under this article. The District Office of Human Resources office shall notify Division Deans and appropriate administrators of the retired faculty employees who request Article 21 employment.
- 21.4 It shall be the sole responsibility of each faculty employee employed under this article to consult with the appropriate retirement system to determine the effect

such employment will have, if any, on his or her retirement benefits.

- 21.5 Either the Board or FA may reopen negotiations on this article at any time by delivering a written request to reopen to the other party.

TA 7/13/16  
District [Signature]  
FA [Signature]

## Article 22 PAID BENEFITS

### Eligibility

- 22.1 The Board shall provide benefits to each qualified faculty employee as specified in this article. A "qualified faculty employee" is one who:
- 22.1.1 Is either a contract or regular faculty employee or a full-time temporary faculty employee appointed for a period of at least one year; and
  - 22.1.2 Is employed at least half time; and
  - 22.1.3 Has been in paid status during the month preceding the month covered by the benefits.

A faculty employee shall be deemed to be in paid status during any recess if the employee is scheduled to return to paid status at the end of the recess. In addition, a faculty employee shall be deemed in paid status after the end of the academic year if the employee is scheduled to return to paid status in the next academic year.

### **Medical and Hospital Benefits - General**

- 22.2 Each qualified faculty employee shall select one of the options described in Section 22.2 at least annually for him- or herself and his or her eligible dependents during the established open enrollment period or periods:

#### Kaiser Foundation Health Plan

- 22.2.1 ~~The Kaiser Foundation Health Plan, a Health Maintenance Organization, fully paid by the District for the employee and his or her eligible dependents subject to the following:~~ shall require employees to pay a monthly premium of \$48 for employee-only, \$96 for employee plus one dependent, or \$144 for employee plus family. Employees and their dependents are also subject to the co-pays listed below. Benefits shall be provided in accordance with the coverage and charges as specified in the Kaiser Plan Benefit Booklet, available online at <<http://hr.fhda.edu/benefits/medical>>.
- 22.2.1.1 Office Visit Co-pays. The Kaiser Foundation Health Plan shall include a co-payment by the employee and dependent of ~~\$120~~ per physician office visit (~~\$15 for chiropractic care~~). However, no co-pay shall be required for wellness benefits.
  - 22.2.1.2 Hospital Emergency Room Co-pay. The Kaiser Foundation Health Plan shall include a co-payment by the employee and dependent of ~~\$50.00~~ for Emergency Room treatment that does not result in admittance to the medical facility.
  - 22.2.1.3 Prescription Co-pays. The Kaiser Foundation Health Plan shall provide prescription benefits for employees and eligible dependents and shall include require a co-pay a \$5.00 co-

payment for each Plan Pharmacy and Mail Order prescription of \$5 generics/\$10 brand for a 30-day supply. Mail Order refills shall include a co-pay of \$10 generics/\$20 brand for a 100-day supply for generic drugs and a \$10.00 co-payment for each prescription for brand-name drugs for employees and their eligible dependents.

#### **Exclusive Provider Organization (EPO) "Choice" Plan**

22.2.2 District Self-Insured "Network Only Medical Plan" (PPO) The Exclusive Provider Organization (EPO) "Choice" Plan, a Preferred Provider Organization District self-insured plan offered through UnitedHealthcare and providing network services only, fully paid by the District for the employee and his or her eligible dependents subject to the following: shall require employees to pay a monthly premium of \$48 for employee-only, \$96 for employee plus one dependent, or \$144 for employee plus family. Employees and their dependents are also subject to the deductibles, co-insurance, and co-pays listed below.

22.2.2 Benefits (including definition of "emergency," applicability of deductibles and co-insurance, coverage of mental health, substances abuse, and non-traditional providers) shall be provided in accordance with the coverage and charges as specified in the UnitedHealthcare Choice Health Plan Benefit Booklet and available online at <<http://hr.fhda.edu/benefits/medical>>.

~~22.2.2.6~~

22.2.2.1 The PPO Plan shall include a co-payment by the employee and dependent of \$20.00 per office visit. Deductibles. The PEPO Plan shall require include deductibles of \$350150 annually for each covered individual with a maximum \$1,050400 annual deductible per family. The deductible shall apply to services that require co-insurance; once the deductible has been met, the co-insurance shall apply.

22.2.2.2 The PEPO Plan shall include a co-payment of \$5100.00 for Emergency Room treatment that does not result in the employee's or his or her eligible dependent's admittance to the medical facility. Co-insurance and Maximum Co-insurance Out-of-Pocket Expenses. After the deductible has been met, covered network services shall include co-insurance of 10 percent (10%) for hospital services/therapies, surgery, x-ray and lab standalone services. The maximum calendar year co-insurance out-of-pocket expense for each covered individual is \$1,000 to a maximum of \$3,000 family. Thereafter, the EPO Plan shall pay one hundred percent (100%) of the charges normally subject to co-insurance.

22.2.2.2.1 The Emergency Room co-payment shall not exceed \$100 in any plan year for an individual

employee or dependent or \$300 in any plan year for an employee and his or her family.

22.2.2.3 The PPO Plan shall include paid prescription drug benefits for the employee and eligible dependents which pay the cost, less \$5.00 for generic drugs and the cost less \$15.00 for brand-name drugs, unless the employee or dependent uses mail order prescriptions, in which case the cost to the employee for a 90-day supply shall be \$10.00 for generic and \$30.00 for brand-name. Mail order shall become mandatory after the third fill of the prescription. A \$500 annual cap per individual on co-payments for mail order prescriptions shall apply.

Office Visit Co-Pays. The PEPO Plan shall include a co-payment by the employee and dependent of \$250.00 per physician office visit and \$30 for specialist doctor, urgent care, and certain therapies. However, no co-pay shall be required for wellness benefits.

22.2.2.7

22.2.2.4 New employees and dependents covered under a District Plan (either the PEPO Plan or the PPO+ Plan as described in Section 22.2.3) after July 1, 1993 shall be subject to a "12-month pre-existing condition exclusion" provision consistent with legal and carrier requirements.

Hospital Co-pay. The PEPO Plan shall include a hospitalization co-payment of \$10050.00.

22.2.2.2

22.2.2.5 The lifetime limit for any employee or dependent under a District Self-Insured Medical Plan (including the "District Plan" prior to 2004, the PEPO Plan and/or the PPO+ Plan as described in Section 22.2.3) shall be \$2,000,000 per insured. Emergency Room Co-pay. The PEPO Plan shall include a co-payment of \$10050.00 for Emergency Room treatment that does not result in the employee's or his or her eligible dependent's admittance to the medical facility.

22.2.2.6 Deductibles: The PPO Plan shall require deductibles of \$150 annually for each covered individual with a maximum \$400 annual deductible per family.

Hearing Devices. The EPO Plan shall include co-insurance of twenty percent (20%), and the Plan shall pay a maximum of \$1,000 for cochlear implants and hearing devices combined in each calendar year, excluding applicable co-pays, co-insurance and deductibles.

22.2.2.3

22.2.2.7 Coverage Outside the PPO Network: The PPO Plan shall pay 100% of the usual and customary rates (UCR) for services acquired from a non-PPO provider in an emergency, or when no PPO provider is available within 30 miles of the insured's primary residence and the care is pre-authorized.

~~Routine care and/or primary care by a non-PPO provider shall be excluded from this provision.~~

Prescription Co-pays. The PEPO Plan shall include paid ~~provide prescription drug benefits for the employees and eligible dependents which pay the cost, less \$5.00 for generic drugs and the cost less \$15.00 for brand-name drugs, unless the employee or dependent uses mail order prescriptions, in which case the cost to the employee for a 90-day supply shall be \$10.00 for generic and \$30.00 for brand-name and shall include a co-pay for each Retail Pharmacy and Mail Order prescription of \$10 generics/\$25 brand formulary/\$50 non-formulary for a 30-day supply. Mail Order service shall include a co-pay of \$20 generics/\$50 brand/\$100 non-formulary for a 90-day supply. Mail order shall become mandatory after the third fill of the prescription. A \$51,000 annual cap per individual on co-payments for mail order prescriptions shall apply.~~

~~22.2.2.4~~

~~22.2.2.8~~

~~Hospital Co-pay: The PPO Plan shall include a hospitalization co-payment of \$50.00.~~

Pre-existing Condition Exclusion. New employees and dependents covered under a District Plan (either the PEPO Plan or the PPO+ Plan as described in Section 22.2.3) after July 1, 1993 shall be subject to a "12-month pre-existing condition exclusion" provision consistent with legal and carrier requirements. In accordance with federal law, this provision shall be eliminated for children under age 19 effective July 1, 2011 (Plan Year 2011-2012) and for adults effective July 1, 2014 (Plan Year 2014-2015).

~~22.2.2.5~~

~~22.2.2.9~~

~~The PPO Plan, including a definition of "emergency," applicability of deductibles, and coverage for mental health, substance abuse, and non-traditional providers, is fully described in the Group Medical Plan Booklet.~~

Lifetime Limit. The lifetime limit for any employee or dependent under a District Self-Insured Medical Plan (including the "District Plan" prior to 2004, the PEPO Plan and/or the PPO+ Plan as described in Section 22.2.3) shall be \$2,000,000 per insured. In accordance with federal law, this provision shall be eliminated effective July 1, 2011 (Plan Year 2011-2012).

~~22.2.2.8~~

~~22.2.2.10~~

Coverage Outside the PEPO Network: The PEPO Plan shall pay one hundred percent (100%) of the usual and customary rates (UCR) for services acquired from a non-PEPO provider in an emergency, or when no PEPO provider is available within 30 miles of the insured's primary residence and the care is pre-authorized. Routine care and/or primary care by a non-PEPO provider shall be excluded from this provision.

## **Preferred Provider Organization (PPO) "Choice Plus" Plan**

- 22.2.3 District Self-Insured "Combined Coverage Medical Plan" (PPO+) The Preferred Provider Organization (PPO) "Choice Plus" Plan, a District self-insured plan offering offered through UnitedHealthcare and providing both the Preferred Provider Organization network and out-of-network providers services, shall require employees to pay a monthly premium of \$120 for employee-only, \$240 for employee plus one dependent, and \$360 for employee plus family. Employees and their dependents are also subject to the deductibles, co-insurance and co-pays listed below.

Benefits (including definition of "emergency," applicability of deductibles and co-insurance and their "cross accumulation" between the EPO and PPO plans, coverage of mental health, substances abuse, and non-traditional providers) shall be provided in accordance with the coverage and charges as specified in the UnitedHealthcare *Choice Plus* Health Plan Benefit Booklet and available online at <<http://hr.fhda.edu/benefits/medical>>.

The PPO+ Plan is fully paid by the District for the employee only. Employees who enroll dependents in this plan share the cost of the plan by paying the difference in the premium cost between the District Self-Insured "Network Only Medical Plan" (PPO) described in Section 22.2.2 of this article and the District Self-Insured "Combined Coverage Medical Plan" (PPO+) for employee plus one or employee plus family. Employees and their eligible dependents enrolled in the PPO+ Plan are subject to the following:

### **Network Coverage**

- 22.2.3.1 The provisions of the PPO Plan governing deductibles, co-insurance, and co-payment for network medical and prescription coverage, lifetime limit, and pre-existing condition as described in Sections 22.2.2.1 through 22.2.2.59 shall apply to services obtained from PPO network providers.

### **Non-Network Coverage**

- 22.2.3.2 Non-Network Facilities and Services. Services acquired from a non-PPO-network provider, shall be paid at 80% seventy percent (70%) of the usual and customary rates (UCR) for the first \$10,000 of such medical services annually in accordance with the provisions of Section 22.2.3.4. Thereafter, the Plan shall pay one hundred percent (100%) of the UCR charges consistent with other requirements. The Plan shall not cover any charges in excess of the usual and customary rate (UCR); i.e., charges in excess of UCR shall be the employee's responsibility and shall not be included in the maximum co-insurance out-of-pocket expenses specified in Section 22.2.3.4.

- 22.2.3.2.1 If contracted in-network PPO providers are not available within a 30-mile radius from the employee or dependent's primary residence, the

Plan shall pay ninety percent (90%)(100%) percent of UCR charges for that geographical area.

22.2.3.3 The PPO+ Plan, including a definition of “emergency,” out-of-pocket maximums, and coverage for mental health, substance abuse, and non-traditional providers, is fully described in the Group Medical Plan Booklet.  
Deductibles. For non-network providers, the PPO Plan shall include deductibles of \$700 annually for each covered individual with a maximum of \$2,100 annual deductible per family. The deductible shall apply to services that require co-insurance; once the deductible has been met, the co-insurance shall apply.

22.2.3.4 Co-insurance and Maximum Co-insurance Out-of-Pocket Expenses: After the deductible has been met, covered non-network services shall include co-insurance of 30 percent (30%) of the usual and customary rate (UCR) for physician services, urgent care, hospital services/therapies, surgery, x-ray and lab standalone services. Acupuncture shall include co-insurance of twenty percent (20%). The maximum calendar year co-insurance out-of-pocket expense for each covered individual is \$3,000 to a maximum of \$9,000 family. Thereafter, the PPO Plan shall pay one hundred percent (100%) of the charges normally subject to co-insurance.

22.2.3.4.1 Under the PPO Plan, deductibles and maximum coinsurance out-of-pocket expenses cross accumulate between the network (EPO) and non-network providers. This means that a deductible paid for network services shall be credited toward the deductible required for non-network services, and vice versa. In the same manner, the coinsurance out-of-pocket expenses paid for network services shall be credited toward the maximum coinsurance out-of-pocket expenses for non-network services, and vice versa.

22.2.3.5 Hospital Co-pay. For non-network facilities, the PPO Plan shall include a hospitalization co-payment of \$100.

22.2.3.6 Emergency Room Co-pay. The PPO Plan shall include a co-payment of \$100 for Emergency Room treatment that does not result in the employee’s or his or her eligible dependent’s admittance to the medical facility.

### **Waiver of Coverage**

22.2.4 Employees may elect to waive coverage under the following conditions: a) an employee who elects the waiver shall be required to certify coverage in another non-District group health insurance plan; and, b) certification shall be provided prior to the beginning of the 2010-2011 and/or 2011-



2012 Plan Year in accordance with the District's open enrollment process for the subsequent plan year.

22.2.4.1 An opt-out election shall remain in effect during the entire Plan Year, and the employee may not re-enroll in a District plan except during Open Enrollment or as a consequence of an IRS Section 125 qualifying event. Waiver of coverage shall not result in a compensated allowance in lieu of coverage.

22.2.4.2 The parties will conduct a review of the effects, if any, of the opt-out provision and may, by mutual agreement, continue the opt-out provision to the subsequent 2012-2013 Plan Year.

### **Vision Care Benefits**

22.3 The Board shall continue to provide existing vision care benefits to each qualified faculty employee and his or her eligible dependents.

### **Dental Care Benefits**

22.4 The Board shall continue to provide existing dental care benefits to each qualified faculty employee and his or her eligible dependents. The maximum benefit shall be \$1,700 for each enrollee in each calendar year for services provided by a Delta Dental "In-Network Premium" dentist, or \$1,500 for each enrollee in each calendar year for services provided by other Out-of-Network "Premier" dentists.

### **Life Insurance Benefits**

22.5 The Board shall provide each qualified faculty employee under age 70 with \$50,000 level-term life insurance benefits.

### **Long-term Disability Insurance Benefits**

22.6 The Board shall provide each qualified faculty employee under the age of 70 with a long-term disability benefit as follows:

22.6.1 For employees disabled on or after March 1, 1999 through December 31, 2007 the insurance shall provide a benefit equal to 66 2/3 percent of the employee's "Basic monthly earnings" on the date he or she became disabled, to a maximum payment of \$4,300 per month. "Basic monthly earnings" means 1/12th of the employee's annual contract salary.

22.6.2 For employees disabled on or after January 1, 2008 the insurance shall provide a benefit equal to 66 2/3 percent of the employee's "Basic monthly earnings" on the date he or she became disabled, to a maximum payment of \$6,000 per month. "Basic monthly earnings" means 1/12 of the employee's annual contract salary.

22.6.3 The benefits shall be payable after the end of all accumulated sick leave and extended sick leave under Article 16.

22.6.4 For employees with five or more years of STRS service and two or more eligible children on the day of disability, benefits shall be payable for one year from the date of disability for both accident and illness

provided that the employee is 69 years of age or younger on the date of disability. If the period of disability extends beyond one year, the employee shall receive disability allowance payments from STRS.

- 22.6.5 For all employees not included under Section 22.6.4, the benefit shall be payable for ten years from the date of disability for both accident and illness provided that the employee is 55 years of age or younger on the date of disability. If the employee is older than 55 years on the date of disability, the maximum benefit period shall be the same as that provided in the maximum benefit schedule set forth in the District's income protection insurance policy.

### **Employee Assistance Program**

- 22.7 The Board shall provide an employee assistance program for each qualified faculty employee and his or her eligible dependents. The Board and FA shall maintain procedures that the Board will follow in making formal referrals to the EAP. Administrators shall consult with the District Office of Human Resources for guidance on following the procedures before initiating a formal referral. A copy of the procedures shall be included in the faculty handbook at each college.

### **Benefits During Unpaid Leave of Absence**

- 22.8 A qualified faculty employee who is granted an unpaid leave of absence and thereby is not qualified for paid benefits under Section 22.1 may continue to receive benefits by reimbursing the District in advance for the full premium or its equivalent. The cost of reimbursement for such benefits shall be determined as follows:
- 22.8.1 For ten-month (175-day) faculty employees, 1/175th of the full annual premium or its equivalent for each day of unpaid leave of absence;
- 22.8.2 For eleven-month (195-day) faculty employees, 1/195th of the full annual premium or its equivalent for each day of unpaid leave of absence;
- 22.8.3 For twelve-month (215-day) faculty employees, 1/215th of the full annual premium or its equivalent for each day of unpaid leave of absence.

### **Same-Sex Domestic Partners**

- 22.9 The District and FA agree that same-sex domestic partners shall be included under this article. The procedures for application, qualifications, duration, and other appropriate provisions are specified in Appendix L of this *Agreement*.

### **Cost Containment Efforts**

- 22.10 FA and the Board reaffirm that health benefit cost containment efforts remain a high priority for the parties. As a result, FA and the Board shall continue to negotiate appropriate cost containment and quality assurance measures during the life of this *Agreement* based on the recommendations of the District Health Benefits Advisory Committee convened by the ~~Director~~ District Office of Human Resources.

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Article 22A  
**PAID BENEFITS FOR PART-TIME FACULTY**

22A.1 The Board shall provide benefits to each qualified part-time faculty employee as specified in the article. A qualified part time faculty employee is one who:

22A.1.1 Has reemployment preference as provided in Article 7; and

22A.1.2 Had an annual load factor of ~~at least~~ .4 or more during the academic year prior to receiving benefits; and

22A.1.3 Affirms annually via a signed affidavit (Appendix K of this *Agreement*) that he/she has no other access to medical insurance where all or part of the premium is paid through some other source.

22A.1.3.1 Medicare shall be excluded from the definition of medical insurance for the purpose of 22A.1.3. A part-time faculty employee who is eligible for Medicare is required to enroll in Medicare Part A during the three-month window prior to turning age 65. At the time of Part A enrollment, the employee shall request to delay enrollment in Medicare Part B until he or she is no longer covered by the District's Plan. The employee shall complete the Part A enrollment and request the Part B delay at the Social Security Administration. The faculty employee shall have the sole and complete responsibility for complying with this provision.

22A.2 **Medical Plan**

Each qualified part time faculty employee and his or her eligible dependents are eligible to enroll in the District's Kaiser Foundation Health Plan.

22A.3 **Premium Payment**

Premium payment shall be dependent upon the faculty employee's annual load in the prior academic year and be subject to the following conditions:

22A.3.1 The employee must enroll annually.

22A.3.2 The program shall be dependent upon the continuation of funding as described in Education Code Sections 87860 through 87868 whereby the State pays up to one-half of the District's total cost, provided that the amount claimed by all districts in the state does not exceed the funding provided in the state budget. If a change occurs in the state funding to the District for this program, both FA and the District agree to re-open negotiations on the program.

22A.3.3 Employees with loads of at least .5 shall ~~have the full cost of the premium paid by the District~~ be responsible for payment of thirty-two percent (32%) of the premium and the District shall be

responsible for sixty-eight percent (68%) of the premium for coverage. Employees shall be required to pay a monthly premium of \$174 for employee-only, \$349 for employee plus one, or \$494 for employee plus family.

22A.3.4 Employees with loads of .4 up to .4999 shall be responsible for payment of ~~50~~fifty percent (50%) of the premium and the District shall be responsible for ~~50~~fifty percent (50%) of the premium for coverage. Employees shall be required to pay a monthly premium of \$273 for employee-only, \$545 for employee plus one, or \$772 for employee plus family.

~~22A.3.4.1~~

22A.3.5 The employee ~~with a load of .4 through .4999 contributes 50 percent of the~~ shall contribute the required annual (12 months) premium in nine (9) equal payments through payroll deductions from regular monthly paychecks.

~~22A.3.4.2~~

22A.3.5.1 The employee shall submit a check or money order within ten (10) working days from the time the payroll check is issued to cover any amount ~~which~~ that is not covered by the monthly check or within ten (10) working days from the time the payroll check would have been issued during a non-assignment quarter.

~~22A.3.4.3~~

22A.3.5.2 Payroll deductions begin on October 31 of each year of enrollment.

22A.3.56 Notwithstanding 22A.3.3 and 22A.3.4 above, the District shall review, on a case by case basis, the eligibility for full District premium payment of faculty who, because of load configurations, are assigned loads that consistently fall slightly under ~~5~~ the required load (e.g., .48 or .49 for the .5 threshold or .38 or .39 for the .4 threshold). Human Resources shall notify the Faculty Association when an employee applies for such review and of the action taken.

#### 22A.4 Continuing Eligibility

Continuing eligibility shall be determined annually for the period October 1 through September 30 based upon the part-time faculty employee's assignment during the prior academic year.

22A.4.1 Eligibility shall cease if:

22A.4.1.1 The employee's load for the prior academic year is less than .4; or

22A.4.1.2 The employee loses the reemployment preference per Article 7; or

22A.4.1.3 The employee resigns or retires from service in the District: or

22A.4.1.4 The employee fails to enroll during the annual Open Enrollment period (July 1 – July 31) and/or fails to submit required documents.

22A.4.2 Should coverage cease, the part-time faculty employee is eligible for COBRA rights.

**22A.5 Same-Sex Domestic Partners**

The District and FA agree that same-sex domestic partners shall be included under this article. The procedures for application, qualifications, duration, and other appropriate provisions are specified in Appendix L of this *Agreement*.

**22A.6 Cost in Excess of Estimate**

If Article 22A costs incurred by the District in Plan Year 2010-2011 are in excess of \$891,593, the Faculty Association agrees to subsidize that part of the excess cost due to faculty with loads of .4 up to .499 by paying the District the dollar amount difference between a District contribution of thirty-five percent (35%) and fifty percent (50%). For Plan Year 2011-2012, the District shall fund the increase, if any, on the \$891,593, and FA will subsidize that part of the excess cost on the adjusted amount due to faculty with loads of .4 up to .499 by paying the District the dollar amount difference between a District contribution of thirty-five percent (35%) and fifty percent (50%).

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Article 23  
**PAID BENEFITS FOR RETIRED EMPLOYEES**

- 23.1 Each retired faculty employee hired before July 1, 1997 who qualifies under the terms of this article, and his or her eligible dependents, including domestic partners, shall receive health and hospital benefits, prescription drug benefits, vision care benefits, and dental benefits as provided in this article and described in Article 22.

**Eligibility**

- 23.2 A qualified employee is one:

- 23.2.1 Who will be age 55 or older before the beginning of the next academic year, who has retired from the State Teachers Retirement System or the Public Employees Retirement System (or who has applied for and is eligible to receive a service retirement from either of said retirement systems), and who has rendered service to the District at least half-time as a contract or regular faculty employee for ten or more years immediately preceding his or her retirement; or
- 23.2.2 Who has resigned from the District and is receiving a disability allowance from the State Teachers Retirement System or the Public Employees Retirement System, and who has rendered service to the District at least half-time as a contract or regular faculty for ten or more years immediately preceding his or her resignation; and
- 23.2.3 Who has provided evidence that he/she has applied for Social Security and evidence that Social Security has responded, indicating whether he or she is eligible for Social Security payments and, therefore, for Medicare coverage.

No absence from the service of the District under a leave of absence and no period of reduced service under Article 18 shall be deemed as a break in the continuity of service required by this section. Time spent on any professional development leave under Article 17 shall be deemed to be full-time service for the purpose of this section.

**Option to Continue Surviving Spouse/Domestic Partner Benefits**

- 23.3 The benefits provided to eligible dependents and domestic partners under this article shall cease at the end of the calendar month following the death of the retired faculty employee (or, if the death occurs after the twelfth working day of the month, at the end of the following calendar month). However, a surviving spouse or domestic partner may continue to receive benefits under this article by reimbursing the District quarterly, in advance, for the full premium or its equivalent for all of the benefits provided.

### **Benefit Plan Election**

23.4 If faculty employees are given any options regarding health benefits plans (for example, the Kaiser Foundation Health Plan, the District Self-Insured ~~Network-Only Medical Exclusive Provider Organization~~ (EPO) "Choice" Plan (PPO) and the District Self-Insured ~~Combined Coverage Medical Preferred Provider Organization~~ (PPO) "Choice Plus" Plan (PPO+)), the benefits provided under this section shall be in accordance with the plan or plans under which the retired faculty employee was receiving benefits at the time of retirement, and he or she shall not be allowed to change plans after retirement except during open enrollment periods. This section shall not be construed as prohibiting any change in benefits or benefit plans as specified in Section 23.8.

23.4.1 Waiver of Coverage. Retirees may elect to waive coverage under the procedures and conditions set forth in Article 22.2.4.

### **Medicare Obligation**

23.5 Each retired faculty employee and every eligible dependent and domestic partner shall, upon becoming qualified for Medicare, receive benefits under this article only in a manner that augments the benefits that the employee or dependent could receive from Medicare even though the retired faculty employee or his or her eligible dependents fail to claim rights to Medicare benefits. It shall be the sole responsibility of the retired faculty employee and his or her eligible dependents to apply for and satisfy the requirements of Medicare; however, the Board shall reimburse the retired faculty employee and his or her eligible dependents for the cost of Medicare Part B if adequate proof of payment is submitted to the Office of Human Resources once each calendar year and at any time that the amount of the premium is changed by Medicare. This section shall not apply to retired faculty employees or their eligible dependents whose social security status does not qualify them for Medicare benefits unless the retired faculty employee becomes qualified for Medicare through STRS or other agency.

### **Coordination of Benefits**

23.6 If a retired faculty employee, or his or her eligible dependents or domestic partner, receive benefits under any other health benefits plan, the benefits provided under the other plan shall be primary and the benefits provided under this article shall be reduced to the difference between the benefits provided or paid or payable by the other plan and the maximum benefits provided under this article.

### **Initiating Retiree Benefits Coverage**

23.7 To obtain the benefits provided under this article, a faculty employee shall file an application for the benefits with the District Office of Human Resources and shall complete all necessary enrollment forms before the last date of his or her employment with the District.

### **Negotiated Changes**

23.8 The benefits provided under this article shall remain subject to alteration or termination by any future agreement negotiated between the Board and the exclusive representative for faculty employees.

### **Re-opener**

23.9.1 Either the Board or FA may reopen negotiations on this article at any time by delivering a written request to reopen to the other party.

~~**Note:** The parties agree to re-open Article 23 in 2008 to address the District reimbursement of Medicare Part B in concert with the parties' discussion of medical saving options for faculty hired after July 1, 1997.~~



Article 24  
**SALARIES FOR FACULTY EMPLOYEES**

**Salary Schedule Placement**

- 24.15 Placement on and advancement within a salary schedule shall be governed by the criteria set forth in Appendices A, B, B.1, C, D, D.1, E, and G.

**Faculty Salary Schedules**

- 24.26 The faculty salary schedules shall note the college year in which the most recent adjustment or modification was made to the schedule.
- 24.2.1 Effective July 1, 2008, all faculty salary schedules shall be adjusted for 2008-09 by increasing each step of the schedules by 0.005 percent (as shown in Appendices A, B, B.1, C, D, D.1, E and G) to reflect a recalculation of the funded District growth percentage in 2007-08 as described in 24.2.2 and 24.2.3 below.
- 24.2.2 Effective June 30, 2008, all faculty salary schedules shall be adjusted for 2007-08 by increasing each step of the schedules by 0.995 percent (as shown in Appendices A, B, B.1, C, D, D.1, E and G) to reflect the additional adjustment contingent on the funded District growth percentage in 2007-08 as described in 24.2.3 below.
- 24.2.3 Effective July 1, 2007, all faculty salary schedules shall be adjusted for 2007-08 by increasing each step of the schedules by 5.53 percent as shown in Appendices A, B, B.1, C, D, D.1, E and G. An additional salary adjustment of 1 percent on all salary schedules shall be contingent upon 2 percent District growth in 2007-08. If funded growth is below this threshold, the additional salary adjustment shall be one-half of the funded growth percentage.

**Prior Salary Schedule**

- 24.31 Each full-time faculty employee, other than a full-time faculty employee employed in an Early Childhood Education Center, shall be paid in accordance with his or her placement on the Faculty Salary Schedule, Appendix A. Effective July 1, 2006, 3 per cent of salary adjustment funds shall be applied to the salary schedule readjustment as described in Section 24.6.2 and in addition, the 2005-06 Faculty Salary Schedule shall be adjusted for 2006-07 by increasing each step of the schedule by 2.92 percent as shown in Appendix A.
- 24.42 Each full-time faculty employee employed in an Early Childhood Education Center shall be paid in accordance with his or her placement on the Child Development Faculty Salary Schedule, Appendix B. Effective July 1, 2006, 3 per cent of salary adjustment funds shall be applied to the salary schedule readjustment as described in Section 24.6.2 and in addition, the 2005-06 Child Development Faculty Salary Schedule shall be adjusted for 2006-07 by increasing each step of the schedule by 2.92 percent as shown in Appendix B.

- ~~24.53~~ Each part-time faculty member as defined in Article 7 and each day-to-day substitute shall be paid in accordance with his or her placement on the Part-Time Faculty Salary Schedule, Appendix C; the Substitute Salary Schedules, Appendices D and D.1; the Part-Time Hourly Faculty Salary Schedule for Non-Teaching Assignments, Appendix G; or the Child Development Faculty Salary Schedule, Appendix B.1, as appropriate. Effective July 1, 2006, 3 per cent of salary adjustment funds shall be applied to the salary schedule readjustment as described in Section 24.6.2 and in addition, the 2005-06 Part-Time Faculty Salary Schedules and Part-Time Hourly Faculty Salary Schedule for Non-Teaching Assignments shall be adjusted for 2006-07 by increasing each step of the schedule by 2.92 percent as shown in Appendices B.1, C, D, D.1, and G.
- 24.64 Each part-time Non-credit (Adult) Education faculty member as defined in Article 33 shall be paid in accordance with his or her placement on the Part-Time Non-credit (Adult) Education Faculty Salary Schedule, Appendix E. Effective July 1, 2006, 3 per cent of salary adjustment funds shall be applied to the salary schedule readjustment as described in Section 24.6.2 and in addition, the 2005-06 Part-Time Non-credit (Adult) Education Faculty Salary Schedule shall be adjusted for 2006-07 by increasing each step of the schedule by 2.92 percent as shown in Appendix E.

#### **Salary Schedule Modifications**

~~24.6.1~~

24.7 Effective July 1, 2000, a readjustment was made to all the full-time and part-time salary schedules, Appendices A, B, B.1, C, D, D.1, E and G, whereby 1) the 1999-2000 Step A on all the schedules was eliminated and the 1999-2000 Step B became the 2000-01 Step A (the first step); 2) the 1999-2000 Step C became the 2000-01 Step B, etc.; and 3) a new step was added to each of the salary schedules and became the new "top step." The new step was calculated on the basis of 3 percent of the current top step of each schedule except as otherwise specified (e.g., Appendix C is calculated at 70 percent of Appendix A). The number of steps on each salary schedule remained unchanged from 1999-2000: 13 steps on Schedule A, 8 steps on Schedule B, 6 steps on Schedules B.1, C, E, and G.

~~24.6.2~~

24.8 Effective March 1, 2006, a readjustment was made to all the full-time and part-time salary schedules, Appendices A, B, B.1, C, D, E and G, whereby 1) the 2004-05 Step A on all the schedules was eliminated and the 2004-05 Column I Step B became the 2005-06 Column I Step A (the first column and step); 2) the 2005-06 Column I Step A of each salary schedule became the "anchor" cell and was used to generate the dollar amount of all the other cells; 3) the incremental factors between columns and steps was re-set and regularized as agreed by the parties; 4) the number of steps on each salary schedule remained unchanged from 2004-05: 13 steps on Schedule A, 8 steps on Schedule B, 6 steps on schedules B.1, C, D, E, and G. The top step of each schedule was determined in accordance with the formula established for each schedule. The 2005-06 faculty salary schedules shall be used as the base for the 2006-07 adjustment.

#### **Part-Time Faculty Salary Parity**

24.97 Effective Fall quarter, 2010, the Part-Time Faculty Salary Schedule, Appendix C, shall be increased to 77.5 percent of Appendix A, Steps 1 through 6, in accordance with the District parity definition for instructional faculty teaching

assignments (Memorandum of Understanding dated February 27, 2008) and the timeline described in Subsection 24.7.1.

~~24.7.1~~—The District shall use its allocation of Compensation Equity for Part-Time Faculty state funding to achieve parity within the next four year period as follows:

~~24.7.1.1~~—In year one, 2006-07, the calculation of Appendix C shall increase from 70 percent of Appendix A to 72 percent of Appendix A. All remaining Equity funds shall be distributed to part-time faculty consistent with past practice in a lump sum in the June paycheck.

~~24.7.1.2~~—In year two, 2007-08, the calculation of Appendix C shall increase from 72 percent of Appendix A to 74 percent of Appendix A. All remaining Equity funds, if any, shall be distributed to part-time faculty consistent with past practice in a lump sum in the June paycheck.

~~24.7.1.3~~—In year three, 2008-09, the calculation of Appendix C shall increase from 74 percent of Appendix A to 76 percent of Appendix A. All remaining Equity funds, if any, shall be distributed to part-time faculty consistent with past practice in a lump sum in the June paycheck.

~~24.7.1.4~~—In year four, 2009-2010, the calculation of Appendix C shall increase from 76 percent of Appendix A to 77.5 percent of Appendix A. All remaining Equity funds, if any, shall be distributed to part-time faculty consistent with past practice in a lump sum in the June paycheck.

~~24.7.2~~

~~24.9.1~~

Continuation of the implementation of parity shall be dependent upon the continuation of funding as described in the Budget Act of 2001. If a change occurs in the state funding to the District for this program, FA and the District agree to re-open negotiations on parity funding.

~~24.7.3~~

~~24.9.2~~

Nothing in this provision shall preclude adjustments to Appendix C through other funding identified through the negotiations process.

Article 26  
**SUMMER SESSIONS**

**Scheduling Priority**

- 26.1 Except as provided in Section 26.6, summer session faculty shall be selected in a division in the following order of priority:
- 26.1.1 Contract or regular faculty employees who were not employed under this article during the preceding summer session or whose effective date of hire was subsequent to the preceding summer session;
  - 26.1.2 Contract or regular faculty employees who were employed under this article during the preceding summer session;
  - 26.1.3 Part-time temporary faculty employees who were employed for one quarter or more during each of the two preceding academic years but were not employed under this article during the preceding summer session;
  - 26.1.4 Part-time temporary faculty employees were employed during the preceding academic year and who were employed under this article during the preceding summer session;
  - 26.1.5 Faculty employees from other divisions in the District;
  - 26.1.6 Article 19 faculty;
  - 26.1.7 All others.

To the extent that assignments are available, faculty selected in the order of priority above shall be offered a full summer session assignment as defined in 26.3 before an assignment shall be offered to those summer session faculty in the next priority category. In the event of a tie between those in the same priority category, a mutually acceptable tie-breaking process shall be established by the Division Dean and the affected faculty members. Employment under this article in any division in the District constitutes an assignment for purposes of determining a faculty employee's priority in the subsequent summer session.

- 26.2 At the time of scheduling for summer session, a regular or contract faculty employee who is in active status but who will become a retired faculty employee at the end of the current academic year shall be selected according to the provisions of 26.1.1 and 26.1.2 for the first summer session following the date of such retirement.

Faculty are advised that STRS statutes effective July 1, 2010 prohibit STRS retirees from returning to STRS-covered employment for the first six calendar months after retirement or until their 60<sup>th</sup> birthday, whichever comes first. Thereafter, the STRS retiree may return to work under the applicable earnings limitations.

**Definition of "Full" Summer Assignment**

- 26.3 Based upon available course offerings, summer session faculty selected in the order of priority above shall be offered courses up to the equivalent of a full-time summer session assignment before an assignment shall be offered to those summer session faculty in the next priority category. A full summer session assignment will differ within and among divisions. A full summer session assignment is proportionate to the average load for a regular academic quarter, with the summer load reduced according to the number of weeks of the summer session. For example, an average load for a quarter will be reduced by half for a six week session, and then rounded up to the nearest whole class. Prior to the preparation of the summer schedule by the Division Dean, a faculty member may request either a full or partial summer assignment. Normally, a faculty employee shall have no more than one full summer session assignment, regardless of the number of divisions in which he or she is employed under this article.

### **Issuance and Acceptance of Assignments**

- 26.7 A summer session assignment is officially offered to a faculty employee only upon the sending via the District Portal (<https://myportal.fhda.edu>) of an "Assignment Contract" (Appendix S1). The Assignment Contract shall be available on the District Portal at least 28 calendar days before the beginning of the summer session.
- 26.7.1 The District shall send a "Notification of Assignment" email to the faculty employee at his or her District email address when the Assignment Contract is posted on the District Portal.
- 26.7.2 The faculty employee shall indicate acceptance of the Assignment Contract via the District Portal within ten (10) calendar days of the date on which the Notification of Assignment email was sent. If the Assignment Contract is not expressly accepted via the District Portal within these timelines, it shall be deemed to be declined.
- 26.8 Notwithstanding Section 26.7 above, the following timelines shall apply under the specified circumstances:
- 26.8.1 If an assignment begins later than the first week of summer session, the faculty employee shall indicate acceptance of the Assignment Contract via the District Portal within ten (10) calendar days of the date on which the Notification of Assignment email was sent or seven (7) calendar days after the start date of the assignment, whichever is earlier. If the Assignment Contract is not expressly accepted via the District Portal within these timelines, it shall be deemed to be declined.
- 26.8.2 If the Assignment Contract cannot be issued at least 15 calendar days before the beginning of the quarter or (in the case of an assignment that begins later than the first week of the quarter) 15 days before the date on which the assignment is to begin, the offer of assignment may be made orally or by email. If the faculty member agrees to the assignment (that was offered orally or by email), the District shall confirm the offer by posting the Assignment Contract to the District Portal and sending the faculty employee a Notification of Assignment email. The faculty member shall indicate acceptance of the Assignment Contract via the District Portal within ten (10) calendar days of the date on which the Notification of Assignment email was sent or seven (7) calendar days

after the start date of the assignment, whichever is earlier. If the Assignment Contract is not expressly accepted via the District Portal within these timelines, it shall be deemed to be declined.

- 26.9 If a faculty employee has an emergency related to his or her home or immediate family, is ill, or if there are other extenuating circumstances which make it impossible to comply with the procedure and timelines specified in Sections 26.7 and 26.8, the faculty employee shall telephone or email the Division Dean to indicate whether he or she will accept the assignment and to request a reasonable extension of the time within which to comply. If the Assignment Contract is not then expressly accepted via the District Portal within the approved extended timeline, it shall be deemed to be declined.
- 26.10 If circumstances prevent the issuance of an Assignment Contract via the District Portal as described in Sections 26.7 and 26.8, Assignment Contracts shall be sent via US mail or campus mail at least 28 days before the beginning of the summer session. In such an event, the faculty member shall indicate acceptance of the assignment by signing and returning the Assignment Contract to the Campus Payroll Office within fourteen (14) calendar days of the date on which the Notification of Assignment email was sent or seven (7) calendar days after the start date of the assignment, whichever is earlier. If the signed Assignment Contract is not received by the Campus Payroll Office within these timelines, it shall be deemed to be declined.
- 26.11 If an Assignment Contract is cancelled or withdrawn, the Division Dean, or his/her designee, shall send a notice of the action to the faculty member at his or her District email address.

### **Compensation**

26.4

- 26.12 Each faculty employee employed as an instructor during a summer session shall be compensated on the basis of 70 percent of the regular faculty salary schedule utilizing appropriate course load factors. A course load factor specifies the percent of a full-time load that a particular course represents, and "regular faculty salary schedule" means all columns, 1 through 5, and all steps, 1 through 13 and all Professional Recognition Awards earned before the PRA was eliminated in 1986.

26.4.1

- 26.12.1 Faculty employees teaching concurrent sections shall be compensated on the salary schedule specified above and in accordance with the thresholds and large class stipends (LCS) described in Appendix V – Concurrent Sections.

26.7

- 26.13 Each contract or regular librarian who, by mutual agreement of the employee and the Board, performs service during the summer beyond his or her 10-month, 11-month or 12-month contract shall receive 25 percent of monthly pay for each week of additional service required based upon the salary schedule in effect on July 1 of the year during which the service is performed.

### **Leaves**

26.5

26.14 Each faculty employee employed during the summer session shall be entitled to one day of paid leave of absence for illness or injury and one day of personal leave. Such leaves shall be subject to the terms and conditions set forth in Article 16 (Leaves), except that summer sick leave shall not accumulate from year to year.

**Board Prerogative**

~~26.6~~

26.15 Notwithstanding Section 26.1, the Board may select up to ten individuals district-wide with special characteristics or qualifications as summer session faculty without regard to the priorities contained within Section 26.1. The Board may select employees pursuant to this section when it determines that, by doing so, it will be able to diversify and enhance the summer session program.

**Re-opener**

~~26.8~~

26.16 Either the Board or FA may reopen negotiations on this article at any time by delivering a written request to reopen to the other party.

Article 27  
**CALENDAR**

- 27.1 The parties agree to the Academic Calendars for ~~2007-08, 2008-09 and 2009-10~~ 2010-11, 2011-12, and 2012-13 academic years contained in Appendix H.

**Opening Flex Days**

- 27.2 During each of the years specified in Section 27.1, the academic calendar shall consist of 175 days for the academic years ~~2007-08, 2008-09 and 2009-10~~ 2010-11, 2011-12, and 2012-13. The first day of Fall quarter each academic year, referred to as "District/Senate Flex Day," and the second day of Fall quarter each academic year, referred to as "College Flex Day," shall be scheduled for beginning-of-the year meetings including division meetings and other professional development activities. No classes shall be scheduled on these days. When extenuating circumstances exist, the Chancellor, in consultation with the College Presidents and the Academic Senates, may alter the sequence and activities designated for these days. Participation in these flex days is mandatory for contract and regular faculty.

- 27.2.1 Each part time faculty employee who attends the College Flex day shall be compensated at a fixed rate of one hundred dollars. This compensation provision excludes full-time faculty who teach overload under Article 7. Part-time faculty shall not have the College Flex Day included for the purpose of computing the sixty-seven percent (67%) load limitation.

**Faculty Flex Days**

- 27.3 In addition to the two flex days cited in Section 27.2, three additional faculty flex days (one "Faculty Professional Development Day" and two "Faculty Conference Days") may be used on an elective basis by all regular, contract and part-time faculty. At their own discretion and with the prior approval of the Division Dean or appropriate administrator, faculty employees may schedule a faculty flex day on the school day they designate. A faculty flex day is four to six hours of professional growth activity, planned in accordance with the requirements provided by and outlined in Title 5, in lieu of a day of instructional service during the academic year. Faculty shall provide appropriate notice to the Division Dean or appropriate administrator of their intent to take a faculty flex day pursuant to Appendix H4, "Individual Proposal for Faculty Flex Day." When a faculty employee utilizes a faculty flex day, the Board shall provide a substitute for his or her class(es) in accordance with Article 16.39.

- 27.3.1 One "Faculty Professional Development Day" may be utilized at any time of the academic year for the purpose of professional growth activities including conferences and workshops.
- 27.3.2 Two "Faculty Conference Days" may be utilized during the academic year for the purpose of attending a conference or workshop, or planned district-, college-, division-, or department-wide activities determined



through mutual agreement of the participating faculty and the appropriate administrator.

- 27.4 In the event that part-time faculty, at the request of the Board, participate in District/Senate Day as described in 27.2 such participation shall be governed by the provisions of Article 7, specifically Section 7.4~~6~~25.3.

**Re-opener**

- 27.5 Either the Board or FA may reopen negotiations on this article at any time by delivering a written request to reopen to the other party

TA 3/14/11  
District \_\_\_\_\_  
FA \_\_\_\_\_

Article 30  
**RESIGNATION AND RETIREMENT**

- 30.1 A resignation is a written notice bearing the signature of the faculty employee, stating his or her intent to terminate employment with the District.
- 30.1.1 If the faculty employee is resigning from the District for the purpose of retirement, the written notice shall so specify.
- 30.1.2 Both resignation from the District and retirement from the applicable retirement system, STRS or PERS, are required to meet the definition of "retired faculty employee" in accordance with Article 1 of this *Agreement*.
- 30.2 A faculty employee may submit his or her written resignation at any time to the Division Dean or appropriate administrator or the college President who shall promptly deliver it to the Vice Chancellor of Human Resources. Once a resignation is received by the Vice Chancellor of Human Resources, it shall be forwarded to the Board itself for review and acceptance. At the Board meeting where action is taken on the letter of resignation, the letter will be a part of the Board packet, and thus a public document. Faculty shall be responsible for omitting personal information, such as birth date or home address, that they do not want disclosed to the public. The District will not redact personal information from a faculty member's letter of resignation.
- 30.3 A faculty employee may withdraw his or her resignation without prejudice until seven calendar days after the resignation was delivered to the Vice Chancellor of Human Resources.
- 30.4 After the Board itself accepts a resignation, the Board itself may at any time consider a written request by the faculty employee to withdraw the resignation.

TA 3/17/11  
District [Signature]  
FA [Signature]

Article 32  
**DURATION**

- 32.1 This *Agreement* shall become effective on the date of signing and shall continue in effect through June 30, 2010 2013, provided, however, that in addition to those articles that may be reopened by their own terms, either party may reopen negotiations on Articles 22 (Paid Benefits) and 24 and Appendices A through G (Salaries for Faculty Employees) and on one other article for the ~~2008-09~~ 2011-2012 and ~~2009-10~~ 2012-2013 fiscal years by serving the other party a written request to reopen negotiations, not later than May 1, 2008 2011 (for 2008-09 2011-12) and May 1, ~~2009~~ 2012 (for ~~2009-10~~ 2012-13).
- 32.2 Reopening articles other than those specified in section 32.1 shall require mutual agreement of the Board and FA.

Article 34  
**DISTANCE LEARNING**

The Faculty Association and the Board recognize that Distance Learning courses offer faculty and the District new and creative ways in which to deliver approved curriculum through electronically mediated instruction. They further recognize that, in certain circumstances, the demands and nature of instruction delivered through electronic media require modification of some contractual provisions contained in this Agreement. Therefore, the following procedures are adopted. The terms of this article exclude telecourses and hybrid courses.

**Scheduling of Assignments**

- 34.1 Distance learning assignments shall be made in accordance with the normal scheduling process as specified in Article 7 for part-time faculty, Article 10 for regular and contract faculty, and Article 26 for summer session faculty. Nevertheless, because distance learning assignments require special expertise only faculty employees who possess the appropriate campus training, preparation and skills shall be assigned a distance learning course.
- 34.2 Distance learning assignments shall be made through mutual agreement between the faculty employee and the appropriate administrator with the exception of assignment under Article 10.5. When Article 10.5 is invoked for the purpose of assigning distance learning courses, no faculty employee shall be required to teach an online class for a period exceeding six quarters.

**Class Size**

- 34.3 A distance learning course shall be assigned a load factor and maximum class size on the same basis as a traditional course in accordance with Article 9.3. However, and notwithstanding Article 9.4, in order to facilitate enrollment and/or to offset attrition, a faculty employee teaching online may elect to authorize the District to add students to his or her course during the registration period, i.e., prior to the start of instruction. In such cases, the faculty employee shall consider retention data and use his or her professional judgment in determining the number of students to be added to the established maximum class size. In addition, the faculty employee shall consult with the division dean or appropriate administrator who shall be responsible for reporting the provisional increase to the scheduling office. Any such increase shall not be precedent setting, and the course shall return to the established maximum class size at the conclusion of the assignment.

**Training**

- 34.5 When a faculty employee is required to complete a college-mandated training course prior to engaging in online instruction, the District shall waive the fees, if any, for such training. Academic unit(s) or workshop hours earned through this mandated training shall be creditable toward advancement on the salary schedule and/or the Professional Achievement Award under Article 38.4.2.
- 34.6 A faculty employee may apply for a maximum of three (3) quarter units of professional growth activity (PGA) applicable to column change and step advancement or the Professional Achievement Award under Article 38.4.2 when

he or she (a) develops an online course and is subsequently scheduled to teach it; or, (b) converts an existing online course to a new platform or course management system when required to do so as a consequence of a college decision to change its designated platform. The college shall determine the requirements for earning the unit credits.

### **Technical Support**

34.7 The District shall provide technical support for the college-designated course management system(s) only. A faculty employee who chooses to employ an online platform other than the one(s) designated by the college shall be responsible for all support functions including student orientation and training.

### **Load Requirements and Limitations**

34.8 A faculty employee teaching exclusively online in one or more academic quarters shall fulfill all of his or her assigned duties in accordance with Article 10.7, 10.8, and 10.9.

34.9 Normally, all contract and regular faculty shall teach part of load on campus. Assignment to full annual load online shall be determined on a case-by-case basis. When a request for full annual load online is made, the division dean or appropriate administrator shall forward the request, and make a recommendation, to the Vice President of Instruction who, in consultation with the Vice Chancellor of Human Resources, shall approve or deny the request. Except when extenuating circumstances exist and are approved by the college President and the Vice Chancellor of Human Resources, no contract or regular faculty shall teach full annual load online in consecutive academic years.

Article 35  
**TRAINING/RE-TRAINING STIPEND**

**Funding**

- 35.1 In addition to the funds set aside under Article 37.2.8, the Board shall annually appropriate \$10,000 per year for the purposes of this article providing the amount carried over from the previous year does not exceed \$25,000. An additional \$10,000 per year from the District's allocation for staff development money under AB 1725 (1988 legislative session) will be appropriated for the purposes of this article as long as the District continues to receive staff development money as a result of AB 1725. In years when this additional \$10,000 is appropriated, the amount carried over may not exceed \$35,000. Any balance remaining in the fund at the end of the academic year shall be carried over into the subsequent year and shall remain available for the purposes of this article.

**Eligibility**

- 35.2 A faculty employee shall be eligible to apply for a stipend under this article if he or she is:
- 35.2.1 Employed as a full-time regular faculty employee;
- 35.2.2 Participating in, or has firmly established plans to begin participating in, a program of study, work experience, or training that will expand skills in his or her current field or the number of areas in which he or she is qualified to perform services for the District.

**Purpose of Stipend**

- 35.3 A stipend may be approved for either or both of the following purposes:
- 35.3.1 To defer, in whole or in part, the cost of tuition fees, books, or supplies;
- 35.3.2 To supplement the faculty employee's income, if necessary and appropriate, while he or she is engaged in a program of study, work experience or training requested by the Board in order to meet the needs of the District and its students. A recommendation from the President is required for this funding.
- 35.4 Stipends may not be used for travel, meals, lodging, or conference fees. Funds for these expenditures may be requested through Staff Development.

**Application Process**

- 35.5 Requests for funds can be made for the next college year only, July 1 – June 30. If a plan of study, work experience or training requires more than one year, a separate application must be submitted for each college year.
- 35.56 A regular faculty employee who wishes to apply for a stipend shall file a written application (Appendix R) with the District Office of Human Resources for review

by the District Professional Development Leave Committee with a copy to the college President or his or her designee. It is the responsibility of the faculty employee to deliver the completed and signed application in triplicate to the District Office of Human Resources by the ~~April 15 deadline established annually (normally early in Spring quarter) by the Professional Development Leave Committee~~. The application shall include or be accompanied by:

- 35.56.1 The details of the faculty employee's program of study, work experience or training;
- 35.56.2 The manner in which the program will enable the faculty employee to expand the number of areas in which he or she is qualified to perform services for the District;
- 35.56.3 The purpose, as described in Section 35.3 for which the stipend will be used; and
- 35.56.4 The amount of the proposed stipend with a budget of expenses to be covered by the stipend.
- 35.56.5 If the purpose of the stipend is to acquire minimum qualifications for a new discipline, the faculty employee shall also submit the application to the dean or appropriate administrator responsible for the area of study requested for comment before filing the application with the Professional Development Leave Committee.

After reviewing the application, the Professional Development Leave Committee may, if appropriate, consult with the President or his or her designee.

- 35.47 The Professional Development Leave Committee shall give first priority to applications submitted by faculty employees whose primary teaching or service area is overstaffed or likely to become overstaffed in the near future.
- 35.68 The Board itself shall approve a stipend upon recommendation of the Professional Development Leave Committee that the stipend will assist the faculty employee in meeting minimum qualifications for a new discipline, or in expanding the number of areas in which he or she is qualified and competent to perform services for the District.
  - 35.6.1 The stipend, or the appropriate portion thereof, shall be paid to the Article 35 applicant as a reimbursement of expenses after verification that the approved activities have been completed. Verifying documents shall be submitted to the District Office of Human Resources.
- 35.79 A stipend may, but need not, be awarded in conjunction with a Professional Development Leave or a full-time or part-time leave without pay.

### **Re-opener**

- 35.810 The parties agree that should the Staff Development funds available under AB1725 decline for any reason below the 1991-92 amounts actually received by the District, either party may reopen Article 35 for negotiations.



# APPENDIX H1 ACADEMIC YEAR 2010-2011 (Article 27 – Calendar)

## Foothill-De Anza Community College District

TA 4/14/11  
District  
FA

The 2010-2011 Academic Year begins September 16, 2010 and ends June 24, 2011.

### Summary of Key Dates:

#### FALL QUARTER: 57 days plus 2 flex days

*District Flex Day:* September 16  
*College Flex Day:* September 17  
*Instruction:* September 20 – December 10  
*Finals:* December 7 – December 10  
*Holidays:*  
Labor Day – September 6  
Veterans Day – November 12  
Thanksgiving – November 25 & 26  
*Saturday/Sunday Classes:*  
No classes held on November 27, 28

#### WINTER RECESS: December 13 – 31

#### WINTER QUARTER: 57 days

*Instruction:* January 3 – March 25  
*Finals:* March 22 – March 25  
*Holidays:*  
Martin Luther King – January 17  
Presidents Days – February 18 & 21  
*Saturday/Sunday Classes:*  
No classes held on February 19, 20

#### SPRING RECESS: March 28 – April 1

#### SPRING QUARTER: 59 days

*Instruction:* April 4 – June 24  
*Finals:* June 21 – June 24  
*Holiday:*  
Memorial Day – May 30  
*Saturday/Sunday Classes:*  
No classes held on May 28, 29

X Start of Instruction ( ) Final Exams ○ Flex Days □ Holidays Academic Recess

#### SEPTEMBER 2010

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

#### JANUARY 2011

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

#### APRIL 2011

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

#### OCTOBER 2010

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

#### FEBRUARY 2011

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

#### MAY 2011

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

#### NOVEMBER 2010

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

#### MARCH 2011

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

#### JUNE 2011

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

#### DECEMBER 2010

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

A Faculty Professional Development Day and two Faculty Conference Days may be utilized at any time of the academic year on an elective basis with prior approval (see H4).

Summer Session 2011: June 27 – September 16, no classes held on July 2, 3, 4.

Early Summer Session: Classes start no earlier than June 1 and end during the regular summer session (at least 50% of the instructional time occurs during the regular summer session).





# **APPENDIX H2** **ACADEMIC YEAR 2011-2012** **(Article 27 – Calendar)**

TA 4/14/11  
 District  
 FA

## **Foothill-De Anza Community College District**

The 2011-2012 Academic Year begins September 22, 2011 and ends June 29, 2012.

### **Summary of Key Dates:**

<b>FALL QUARTER:</b> 57 days plus 2 flex days <i>District Flex Day:</i> September 22 <i>College Flex Day:</i> September 23 <i>Instruction:</i> September 26 – December 16 <i>Finals:</i> December 13 – December 16 <i>Holidays:</i> Labor Day – September 5 Veterans Day – November 11 Thanksgiving – November 24 & 25 <i>Saturday/Sunday Classes:</i> No classes held on November 26, 27	<b>WINTER RECESS:</b> December 19 – January 6 <b>WINTER QUARTER:</b> 57 days <i>Instruction:</i> January 9 – March 30 <i>Finals:</i> March 27 – March 30 <i>Holidays:</i> Martin Luther King - January 16 Presidents Days - February 17 & 20 <i>Saturday/Sunday Classes:</i> No classes held on February 18, 19	<b>SPRING RECESS:</b> April 2 - 6 <b>SPRING QUARTER:</b> 59 days <i>Instruction:</i> April 9 – June 29 <i>Finals:</i> June 26 – June 29 <i>Holiday:</i> Memorial Day - May 28 <i>Saturday/Sunday Classes:</i> No classes held on May 26, 27
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☒ Start of Instruction    ( ) Final Exams    ☐ Flex Days    ☐ Holidays    ☐ Academic Recess

### SEPTEMBER 2011

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

### JANUARY 2012

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

### APRIL 2012

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

### OCTOBER 2011

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

### FEBRUARY 2012

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29			

### MAY 2012

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

### NOVEMBER 2011

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

### MARCH 2012

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	(27)	(28)	(29)	(30)	31

### JUNE 2012

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	(26)	(27)	(28)	(29)	30

### DECEMBER 2011

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	(13)	(14)	(15)	(16)	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

A Faculty Professional Development Day and two Faculty Conference Days may be utilized at any time of the academic year on an elective basis with prior approval (see H4).

Summer Session 2012: July 2 – September 21, no classes held on July 4.

Early Summer Session: Classes start no earlier than June 1 and end during the regular summer session (at least 50% of the instructional time occurs during the regular summer session).



# **APPENDIX H3** **ACADEMIC YEAR 2012-2013** **(Article 27 – Calendar)**

TA 4/14/11  
District [Signature]  
FA [Signature]

## **Foothill-De Anza Community College District**

The 2012-2013 Academic Year begins September 20, 2012 and ends June 28, 2013.

### **Summary of Key Dates:**

<b>FALL QUARTER:</b> 57 days plus 2 flex days <i>District Flex Day:</i> September 20 <i>College Flex Day:</i> September 21 <i>Instruction:</i> September 24 – December 14 <i>Finals:</i> December 11 – December 14 <i>Holidays:</i> Labor Day – September 3 Veterans Day - November 12 Thanksgiving - November 22 & 23 <i>Saturday/Sunday Classes:</i> No classes held on November 24, 25	<b>WINTER RECESS:</b> December 17 – January 4 <b>WINTER QUARTER:</b> 57 days <i>Instruction:</i> January 7 – March 29 <i>Finals:</i> March 26 – March 29 <i>Holidays:</i> Martin Luther King - January 21 Presidents Days - February 15 & 18 <i>Saturday/Sunday Classes:</i> No classes held on February 16, 17	<b>SPRING RECESS:</b> April 1 - 5 <b>SPRING QUARTER:</b> 59 days <i>Instruction:</i> April 8 – June 28 <i>Finals:</i> June 25 – June 28 <i>Holiday:</i> Memorial Day - May 27 <i>Saturday/Sunday Classes:</i> No classes held on May 25, 26
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☒ Start of Instruction    ( ) Final Exams    ☐ Flex Days    ☐ Holidays    ☐ Academic Recess

### SEPTEMBER 2012

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

### JANUARY 2013

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

### APRIL 2013

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

### OCTOBER 2012

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

### FEBRUARY 2013

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

### MAY 2013

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

### NOVEMBER 2012

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

### MARCH 2013

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	(26)	(27)	(28)	(29)	30
31						

### JUNE 2013

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	(25)	(26)	(27)	(28)	29
30						

### DECEMBER 2012

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	(11)	(12)	(13)	(14)	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

A Faculty Professional Development Day and two Faculty Conference Days may be utilized at any time of the academic year on an elective basis with prior approval (see H4).

Summer Session 2013: July 1 – September 19, no classes held on July 4, 5.

Early Summer Session: Classes start no earlier than June 1 and end during the regular summer session (at least 50% of the instructional time occurs during the regular summer session).

TA 4/14/11  
District FA

**APPENDIX K1  
PAID BENEFITS FOR PART-TIME FACULTY  
(.500 - .670 Load)**

**(Article 22A – Paid Benefits for Part-time Faculty  
Foothill – De Anza Community College District)**

**SAMPLE Affidavit for Enrollment and Authorization for Payroll Deductions @ 32% Contribution  
(The document for the Current Year is available from the District Office of Human Resources)**

**AFFIDAVIT STATEMENT**

I hereby declare under penalty of perjury under the laws of the State of California that I have no other access to medical insurance, excluding Medicare, where all or part of the premium is paid through some other source and that the information I have provided to the District in this Affidavit is true and correct.

Name of Employee (print) \_\_\_\_\_ Social Security Number \_\_\_\_\_ Date of Birth \_\_\_\_\_  
Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_ District E-Mail Address \_\_\_\_\_  
Signature of Employee \_\_\_\_\_ Date \_\_\_\_\_  
State of \_\_\_\_\_  
County of \_\_\_\_\_  
On \_\_\_\_\_ Date \_\_\_\_\_ Before me, \_\_\_\_\_ Name and Title of Officer (e.g. Jane Doe, Notary Public)  
personally appeared \_\_\_\_\_  
Name(s) of Signer(s) \_\_\_\_\_  
Who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instruments and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument  
I certified under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  
Witness my hand and official seal.  
\_\_\_\_\_  
(NOTARY SEAL)  
Signature of Notary Public \_\_\_\_\_  
If a Notary Public chooses to use his/her own certification document, please check here and sign. ☐

**Selection of Coverage and Authorization for Payroll Deduction for Benefit Plan Year  
(October 1, 2011 – September 30, 2012)**

The Foothill-De Anza Community College District has agreed to provide sixty-eight percent (68%) of the monthly premium for the District's Kaiser Foundation Health Plan. I authorize Foothill-De Anza Community College District to deduct the monthly premium for the **Kaiser Foundation Health Plan** as checked below:

**CHOOSE ONE:** (9 monthly contributions for 12 months of coverage)

**PT Faculty (32% Contribution)**

- |   |            |
|---|------------|
| <input type="checkbox"/> Member Only            | (\$232.00) |
| <input type="checkbox"/> Member + One Dependent | (\$465.33) |
| <input type="checkbox"/> Member + Family        | (\$658.67) |

The above premiums are effective from July 1, 2011 through June 30, 2012. The monthly deduction rate will remain constant from October 1, 2011 through June 30, 2012. The monthly payment is adjusted each **July 1<sup>st</sup>** as the premium is subject to change.

Signature of Employee \_\_\_\_\_

Date \_\_\_\_\_

**FAX: (650) 949-2831**

**DEADLINE: Thursday, July 28, 2011**

For office use only: **KAISER Plan: 32% EEC**

Benefits Code: \_\_\_\_\_ Plan Code: \_\_\_\_\_ Coverage Code: \_\_\_\_\_ F1

TA 4/14/11  
District             
FA           

**APPENDIX K2**  
**PAID BENEFITS FOR PART-TIME FACULTY**  
**(.400 - .499 Load)**

**Article 22A – Paid Benefits for Part-time Faculty**  
**Foothill – De Anza Community College District**

**SAMPLE Affidavit for Enrollment and Authorization for Payroll Deductions @ 50% Contribution**  
**(The document for the current year is available from the District Office of Human Resources)**

**AFFIDAVIT STATEMENT**

I hereby declare under penalty of perjury under the laws of the State of California that I have no other access to medical insurance, excluding Medicare, where all or part of the premium is paid through some other source and that the information I have provided to the District in this Affidavit is true and correct.

Name of Employee (print) \_\_\_\_\_ Social Security Number \_\_\_\_\_ Date of Birth \_\_\_\_\_  
Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_ District E-Mail Address \_\_\_\_\_  
Signature of Employee \_\_\_\_\_ Date \_\_\_\_\_  
=====

State of \_\_\_\_\_  
County of \_\_\_\_\_  
On \_\_\_\_\_ Date \_\_\_\_\_ Before me, \_\_\_\_\_  
Name and Title of Officer (e.g. Jane Doe, Notary Public)  
personally appeared \_\_\_\_\_  
Name(s) of Signer(s) \_\_\_\_\_  
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instruments and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certified under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

(NOTARY SEAL)

Signature of Notary Public \_\_\_\_\_

If a Notary Public chooses to use his/her own Certification document, please check here and sign. ☐ \_\_\_\_\_

**Selection of Coverage and Authorization for Payroll Deduction for Benefit Plan Year**  
**(October 1, 2011 – September 30, 2012)**

The Foothill-De Anza Community College District has agreed to provide fifty percent (50%) of the monthly premium for the District's Kaiser Foundation Health Plan. I authorize Foothill-De Anza Community College District to deduct the monthly premium for the **Kaiser Foundation Health Plan** as checked below:

**CHOOSE ONE:** (9 monthly contributions for 12 months of coverage)

**PT Faculty (50% Contribution)**

- |   |                     |
|---|---------------------|
| <input type="checkbox"/> Member Only            | <b>(\$364.00)</b>   |
| <input type="checkbox"/> Member + One Dependent | <b>(\$726.67)</b>   |
| <input type="checkbox"/> Member + Family        | <b>(\$1,029.33)</b> |

The above premiums are effective from July 1, 2011 through June 30, 2012. The monthly deduction rate will remain constant from October 1, 2011 through June 30, 2012. The monthly payment is adjusted each **July 1<sup>st</sup>** as the premium is subject to change.

Signature of Employee \_\_\_\_\_

Date \_\_\_\_\_

**FAX: (650) 949-2831**

**DEADLINE: Thursday, July 28, 2011**

For office use only: **KAISER Plan: 50% EEC**

Benefits Code: \_\_\_\_\_ Plan Code: \_\_\_\_\_ Coverage Code: \_\_\_\_\_ F2