AGREEMENT
between
FOOTHILL - DE ANZA
COMMUNITY COLLEGE DISTRICT
and the
FOOTHILL - DE ANZA
FACULTY ASSOCIATION
July 1, 2004 – June 30, 2007
Article 7
PART-TIME FACULTY

7.1 Unless the context requires otherwise, the following provisions shall govern the interpretation and construction of this article:

7.1.1 "Part-time temporary faculty employee" means any faculty employee who is employed pursuant to Education Code Section 87482.5 for no more than 60 percent 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 7.16.1. A part-time temporary 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 temporary 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.

7.1.3 "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.

Scheduling and Assignments

7.1.4 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, before the date on which the first draft of the class schedule for a particular quarter is compiled, state his or her availability and assignment preference in writing to the appropriate division dean or designee. This information shall be considered in preparing the class schedule.

7.1.5 An assignment is offered to a part-time member only upon the mailing of a "Notification and Acceptance of Assignment" 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 shall be mailed at least 28 calendar days before the beginning of the quarter. If such an offer is not expressly declined, it shall be deemed to be declined if the official notification document is not signed and returned 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. If a 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 as specified in this section, the faculty member shall telephone the Division Dean to indicate whether he or she shall accept the assignment and request a reasonable extension of the time within which to return the Notification and Acceptance of Assignment. 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 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 campus mailboxes shall be mailed to the faculty member's last known address.

7.1.6 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 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.

7.1.7 If an assignment is cancelled or withdrawn, a notice of the action 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 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, a part-time faculty member hired for the first time after July 1, 1988 shall have reemployment preference in the division and the college for which the service was rendered. 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 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.
7.2.1 **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 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 temporary 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. A part-time faculty member shall be evaluated on the form contained in Appendix J1. If no evaluation is conducted in the employee's first three quarters of employment, the employee shall, if otherwise eligible, receive reemployment preference.

7.2.2 If a part-time faculty member receives an official administrative evaluation during the first three quarters which 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.

7.2.3 **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. The student evaluation shall be recorded on the appropriate form contained in Appendix J2 and shall follow the procedures prescribed in Article 6.3. The Division Dean or appropriate administrator shall notify the part-time faculty employee of the timelines provided by this section for required student evaluation. 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.

7.2.4 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 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. If there has been a break, seniority shall be determined by the employee's first quarter or semester of service as a part-time faculty member following the most recent break. 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.

7.4 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 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 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 temporary faculty employee does not exceed 60 percent 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.

7.6.1 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.

7.6.2 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.

7.7 A part-time faculty member shall retain his or her reemployment preference or service credit unless it is terminated pursuant to the provisions of this article.

7.8 The reemployment preference of a part-time faculty member in a division shall be terminated at a college if the faculty member declines an assignment in the division. This provision shall not result in the termination of reemployment preference when:

7.8.1 An assignment is cancelled because of low enrollment or low attendance;

7.8.2 The part-time faculty member is unable to accept or commence an assignment because of

7.8.2.1 Verified illness; or

7.8.2.2 Other extenuating personal circumstances which the part-time faculty member and the appropriate dean mutually agree make acceptance or commencement impossible;

7.8.3 An assignment is cancelled for any reason other than misconduct or poor evaluation;

7.8.4 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;
7.8.5 The part-time faculty member turns down an assignment that is offered to replace another assignment that was cancelled;

7.8.6 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 The part-time faculty member turns down an assignment that was offered under provisions of Section 7.1.6;

7.8.8 The part-time faculty member is a recipient of released time from his or her part-time assignment under Article 3, Section 3.6;

7.8.9 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;

7.8.10 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 and Acceptance of Assignment letter was mailed.

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

7.9.3 A second official evaluation by both an appropriate dean and either another management employee or regular faculty employee designated by management. The second evaluation shall not be performed until at least 20 working days following the written notification required by Subsection 7.9.2. 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 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 A part-time faculty member who is a part-time temporary faculty employee shall be employed to teach no more than 60 percent of the annual load of scheduled duties for a full-time regular employee having comparable scheduled duties.

7.11.1 Part-time faculty who also serve 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 shall not have those hours as “readers” included in the computation of the sixty percent (60%) of the annual load of scheduled duties for a full-time regular employee. 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.

7.11.2 A part-time temporary faculty employee who occupies an official position within the Academic Senates for which a regular faculty employee would receive reassigned time under the provisions of Article 25 of the Agreement shall have that amount of reassigned time which would be applied to the regular faculty employee’s annual load included for purposes of computing the sixty percent (60%) load limitation for that part-time faculty employee.

7.11.3 In accordance with Education Code Section 87884, a part-time temporary faculty employee who participates in the paid office hour program described in Section 7.15 of this article shall not have those hours included for purposes of computing the sixty percent (60%) load limitation for that part-time faculty employee.

7.11.4 A part-time temporary faculty employee may serve at any District location
and may accumulate service credit in more than one division, but the 60 percent (60%) load limitation shall apply District-wide.

7.12 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 scheduled for no more than 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.

7.13 Any part-time temporary faculty employee who is relieved of an assignment during the quarter because of the load restrictions contained in Section 7.11 shall be compensated as follows:

7.13.1 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.

7.13.2 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.

Salary

7.14 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 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 employee'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.

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

7.14.3 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  Paid office hours for part-time faculty 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 temporary 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  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 7.6. Faculty shall be informed of their potential eligibility for the program by the inclusion of an "Intent to Participate" form (Appendix S2) in the Notification and Acceptance of Assignment letter, described in 7.1.5 above.

7.15.2  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. Compensation for office hours shall be included in each regular pay period that the faculty employee participates in the program.

7.15.3  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, participating faculty shall notify the Division Dean or appropriate administrator of the time and location of the office hour (7.15.3.1) or the method(s) for student consultation (7.15.3.2). 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.

7.15.3.1  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).

7.15.3.2  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 or Web CT). 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.

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

7.16.1 Orientation. Prior to their employment in the District or as soon as possible thereafter, part-time faculty 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 $15 per hour). In addition, part-time faculty may attend the orientation session on an annual basis.

7.16.2 Professional Development. The Board shall annually appropriate at least $32,000 to support college-sponsored professional development activities for part-time temporary 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 are paid a stipend for their participation in these activities. In addition, and through separate funding, part-time faculty are compensated for their attendance at College Flex Day, per the provision of Article 27.2.1.

7.16.3 Required Meetings. If a part-time temporary 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 temporary 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

7.17 Part-time faculty employees are eligible for health benefits in accord with the provisions of Article 22A.

Retirement Plans

7.18 The Board shall provide a District Retirement Program for Part-Time Faculty which 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 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 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 The part-time faculty employee shall have the option of selecting one of the following:

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

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

7.18.2.3 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 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 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 After the initial selection, the employee may make a one-time-only change to another available plan unless prevented by statute or by government regulations. This information shall be provided at the time of initial selection.
7.18.4 Any part-time faculty employee who does not exercise his or her election under Section 7.18.2 shall, by default, be enrolled in the STRS Cash Balance Plan.

7.18.5 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 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 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 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 For purposes of the "Alternative Retirement Plan" only, the definition of "break-in-service" (six consecutive quarters) contained in Section 7.3 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 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 retire 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 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 In the event that the PARS fees exceed $25,000 per year, the parties agree to renegotiate these fees.

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

7.20 The Board shall post a copy of “Employment Opportunities” each week in the mailrooms of each College, Middlefield campus, the District Office and Plant Services 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.

**Note:** While this article contains most of the pertinent information concerning “Part-time temporary 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
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 matters;

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.

The Board may grant additional days of personal necessity leave for these purposes in appropriate circumstances. If personal necessity leave is granted for more than two consecutive working days, a substitute shall ordinarily be provided unless the Board and the employee mutually agree otherwise.

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 under the circumstances specified in Subsections 16.1.1, 16.1.3, 16.1.4, 16.1.6 and 16.1.7. 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. If personal necessity leave is granted for more than two consecutive working days, a substitute shall ordinarily be provided unless the Board and the employee mutually agree otherwise.
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 16.33.

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, 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 shall be entitled to two days of paid sick leave per quarter. Sick leave shall be cumulative from quarter to quarter.

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 16.33.

16.17 Each faculty employee who has been absent because of illness or injury for five consecutive work days or more, shall, at the request of the Board, submit a statement from his or her physician or other qualified practitioner stating the reason for the absence and certifying the employee's ability to return to work.

16.18 Pregnancy, miscarriage, childbirth, or recovery therefrom 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 physician. Such determination shall be based upon the employee's ability to perform her assigned duties.

16.19 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.

16.19.1 A “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.

16.19.2 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.

16.19.2.1 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.

16.19.2.2 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.

16.19.2.3 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.

16.19.2.4  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.

16.20  Notwithstanding any other provision of this article:

16.20.1  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;

16.20.2  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.

16.20.3  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

16.21  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 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.

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

16.22.1  For a full month's absence, an amount that equals 66 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 $4300 per month. "Basic
monthly earnings" means 1/12th of the employee's annual contract
salary;

16.22.2  For less than a full month's absence, an amount that equals an
appropriate fraction of the extended sick leave pay calculated under
16.22.1. The fraction shall be determined by dividing the number of
days of absence during the partial month by the number of school days
in the month.
16.23 After the exhaustion of all accumulated and extended sick leave, a faculty employee may return to work, resign, retire 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 Section 22.6.

At the conclusion of the unpaid leave for disability, the employee may resign, retire, return to work 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, retire, 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.

16.23.1 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.

16.23.2 If the employee does not apply for or is not eligible for STRS disability allowance and does not return to work, resign or retire, 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 receive long-term disability insurance benefits under Section 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.

Exchange Leave

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

16.25.1 An unpaid military leave under Education Code Section 87700;

16.25.2 An unpaid legislative leave under Education Code Section 87701; or
16.25.3 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 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.

Unpaid Leaves of Absence

16.28 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.

16.29 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.
16.30 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:

16.30.1 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;

16.30.2 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;

16.30.3 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.

16.31 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 16.32. 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.

16.32 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**

16.33 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. Each faculty employee shall sign and file a leave report with his or her appropriate administrator for each absence. The Division Dean or appropriate administrator shall provide a leave report to the faculty employee and the faculty employee shall file the report in the division office within ten (10) school days after returning from the absence.

16.34 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.

16.35 Time during which a faculty employee is requested by the Board to attend conferences or otherwise to be absent from the District is not leave time and shall not be included in the leave report.
24.1 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, 2004, the 2002-03/2003-04 Faculty Salary Schedule shall be adjusted for 2004-05 by increasing each step of the schedule by 2.41 percent as shown in Appendix A.

24.2 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, 2004, the 2002-03/2003-04 Child Development Program Faculty Salary Schedule shall be adjusted for 2004-05 by increasing each step of the schedule by 2.41 percent as shown in Appendix B.

24.3 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 Schedule, Appendix D; 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, 2004, the 2002-03/2003-04 Part-Time Faculty Salary Schedules and Part-Time Hourly Faculty Salary Schedule for Non-Teaching Assignments shall be adjusted for 2004-05 by increasing each step of the schedule by 2.41 percent as shown in Appendices B.1, C, D and G.

24.4 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, 2004, the 2002-03/2003-04 Faculty Salary Schedule shall be adjusted for 2004-05 by increasing each step of the schedule by 2.41 percent as shown in Appendix E.

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

24.6 Effective March 1, 2006, all faculty salary schedules, Appendices A, B, B.1, C, D, E and G, shall be adjusted for 2005-06 as described below in 24.6.2. The March 1 implementation date means that, for 2005-06, faculty shall receive a salary adjustment of approximately 2 percent. When operative for the full year in 2006-07, the adjustment to the salary schedules shall result in an additional 3 per cent. The 2005-06 faculty salary schedules shall be used as the base for the 2006-07 COLA adjustment as agreed upon by the parties on January 6, 2006.

24.6.1 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, 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 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.
Article 26
SUMMER SESSIONS

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;

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 who 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, full-time faculty who are in active status but who will retire 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.

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.

26.4 Effective July 1, 2005, 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.

26.5 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.

26.6 Notwithstanding Section 26.1, the Board may select up to ten individuals districtwide 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.

26.7 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.

26.8 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 38

PROFESSIONAL ACHIEVEMENT AWARDS

The Faculty Association and the Board recognize and affirm the goal of creating an environment that fosters and rewards growth, service, and excellence. Thoughtful, reflective engagement of the goal is important to the spirit of the Professional Achievement Awards. To this end, the following procedures are adopted.

38.1 The purpose of the Professional Achievement Award (PAA) is to reward excellence in the performance of the faculty employee's principal duties. In addition, the faculty employee shall, in applying for the award, demonstrate continued professional growth and special service to the College or District.

The award shall be granted by the Board itself only after application by the faculty employee, the Board's review of his or her eligibility under the criteria set forth in this article and the recommendation of the President, in consultation with the appropriate Division Dean and Vice President, on the basis of his or her professional judgment.

38.2 Each continuing regular, grant-funded, or categorically-funded faculty employee who has served at least one full year at the top step of the appropriate salary schedule and has completed at least four years of service within the District shall be eligible to apply for a Professional Achievement Award.

38.2.1 Application may be made on or before July 1 following the end of the fourth year.

38.2.2 If granted by the Board, the award shall be disbursed as installments in the regular monthly pay period except for the first year of the award, when the payments shall begin with the October paycheck. The payment shall be indicated as a separate line item on the monthly pay stub. The PAA shall be affected by unpaid leave as described in Article 16, Sections 16.28 and 16.30.

38.2.3 Application for subsequent awards may be made during the fourth year of the current award according to the timeline indicated in Subsection 38.2.1.

38.2.4 In the event a Professional Achievement Award is not granted by the Board, the faculty employee may file a new application on or before July 1 of the following calendar year.

38.3 To request a Professional Achievement Award a faculty employee shall file with the Division Dean or appropriate administrator a written application on the PAA application form (a copy of this form is contained in this Agreement as Appendix I.) The application shall include:

38.3.1 Verification of appropriate professional growth activities, as described in Section 38.4, engaged in during the four years of the report period; and

38.3.2 Special service to the District, as described in Section 38.5, during the four-year report period; and
38.3.3 Current evaluations, including administrative, peer and student, as specified in Article 6 of this Agreement, verifying excellence in the performance of principal duties. In addition, a self-evaluation which reflects thoughtful assessment of one's professional growth shall be included.

All professional growth activities and all special service that a faculty employee wishes the Board to consider in connection with the granting of a Professional Achievement Award shall be included in the application. All professional growth activities shall be recorded with Administrative Services at De Anza or Office of Instruction at Foothill by June 1.

The responsibility for filing a timely and complete application shall be entirely the faculty employee's; however, the Board shall send a reminder by the end of the first week of the Spring quarter.

38.4 The professional growth activity for the Professional Achievement Award shall consist of nine quarter units (or six semester units) or their equivalent within the preceding four years in one or more of the following:

38.4.1 Credit course work at an accredited college or university that contributes to the faculty employee's academic growth and development. Courses shall normally be upper division. Lower division course work must be approved by the Division Dean or appropriate administrator. Faculty are advised to obtain approval before enrolling.

38.4.2 Participation in or attendance at conferences workshops or non-credit courses approved by the Division Dean or appropriate administrator. Eighteen hours of this type of activity shall equal one quarter unit.

38.4.3 Professional activities and projects approved by the Division Dean or appropriate administrator as having direct relevance to the faculty member's assignment. Faculty are advised to consult with the Dean or appropriate administrator prior to commencing these activities.

Unit equivalents are determined by the PGA Committee at Foothill or the Dean of Academic Services at De Anza in accord with past practice on the campus. Normally, the maximum in this subsection for the four-year PAA cycle is six (6) quarter units. However, nine (9) quarter units can be awarded if at least three (3) units are earned through Tenure Review Committee service. See Article 6A.6.5 and Appendix O3 for further information.

No professional growth activities may be repeated without the approval of the Division Dean or appropriate administrator.

38.5 The special service activity for the Professional Achievement Award shall consist of documented service during each of the four years of the report period; meeting basic expectations by competently performing the ordinary duties of one's position is insufficient to earn the award. Special service to the District includes, but is not limited to:
38.5.1 The commitment of extra time and effort to department, division, college or District activities; for example, assuming responsibility for special projects, chairing special task groups, making noteworthy contributions to student life and student advising.

38.5.2 Institution and development of projects or programs that contribute to the educational excellence, productivity or effectiveness of the college or the District.

38.5.3 The assumption of an active leadership role on the campus, district, regional, state, or national level or active participation on major committees including but not limited to the Academic Senate Executive Committee, the FA Executive Council, the District Professional Development Leave Committee, among others.

No special service activity is required during a full academic year of Professional Development Leave.

38.6 Professional Achievement Awards shall entitle continuing regular, grant-funded, or categorically-funded faculty employees to additional salary as follows:

38.6.1 A first Professional Achievement Award shall entitle a faculty employee to receive $2,000. After the first award has been received for four years, the faculty employee shall be eligible to apply for a second award.

38.6.2 The second Professional Achievement Award shall entitle the faculty employee to receive an additional $3,000 (i.e., a total of $5,000). After the second award has been received for four years, the faculty employee shall be eligible to apply for a third award.

38.6.3 The third Professional Achievement Award shall entitle the faculty employee to receive an additional $3,750 per year (i.e., a total with the third award of $8,750). After the third award has been received for four years, the faculty employee shall be eligible to apply for a fourth award.

38.6.4 The fourth Professional Achievement Award shall entitle the faculty employee to receive an additional $3,750 per year (i.e., a total with the fourth award of $12,500). After the fourth award has been received for four years, the faculty employee shall continue to receive the awards earned in the PAA program as long as he or she remains an eligible faculty employee but shall not be eligible for additional awards.
APPENDIX A

Faculty Salary Schedule
(Effective March 1, 2006)

2005-2006
## APPENDIX A
### FACULTY SALARY SCHEDULE
#### 2005-2006
(Effective March 1, 2006)
Foothill-De Anza Community College District

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**COLUMN (BRACKET) PLACEMENT**

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* Step M effective September 16, 1999
APPENDIX B

Child Development Faculty
Salary Schedule
(Effective March 1, 2006)

2005-2006
APPENDIX B
CHILD DEVELOPMENT SALARY SCHEDULE
2005-2006
(Effective March 1, 2006)
Foothill-De Anza Community College District

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**COLUMN (BRACKET) PLACEMENT**

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<td>Column III</td>
<td>Bachelor's Degree and Child Development Teacher Permit.</td>
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<td>Column IV</td>
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APPENDIX B.1

Part-time Child Development Faculty
Salary Schedule
(Effective March 1, 2006)

2005-2006
APPENDIX B.1
PART-TIME CHILD DEVELOPMENT SALARY SCHEDULE
2005-2006
(Effective March 1, 2006)
Foothill-De Anza Community College District

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<td>II</td>
<td>90 semester units and Child Development Teacher Permit or AA Degree plus 24 semester units and Child Development Teacher Permit.</td>
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<tr>
<td>III</td>
<td>Bachelor's Degree and Child Development Teacher Permit.</td>
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<tr>
<td>IV</td>
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*Step S - Longevity Step
APPENDIX C

Part-time Faculty Salary Schedule
(Effective March 1, 2006)

2005-2006
## APPENDIX C
### PART-TIME FACULTY SALARY SCHEDULE
#### 2005-2006
(Effective March 1, 2006)
Foothill-De Anza Community College District

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### COLUMN (BRACKET) PLACEMENT

#### Column I
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2. Bachelor's and two years of appropriate work experience

#### Column II
1. Master's, or
2. Bachelor's, two years of appropriate work experience and 24 semester units subsequent to Bachelor's

#### Column III
1. Master's and 24 semester units subsequent to date of Master's, or
2. Master's and 60 semester units subsequent to date of Bachelor's, or
3. Bachelor's, two years of appropriate work experience and 48 semester units subsequent to Bachelor's

#### Column IV
1. Master's and 48 semester units subsequent to date of Master's, or
2. Master's and 84 semester units subsequent to date of Bachelor's

#### Column V
1. Earned Doctorate, or
2. Master's and 72 semester units subsequent to date of Master's, or
3. Master's and 108 semester units subsequent to date of Bachelor's

*Step S - Longevity Step
APPENDIX D

Substitute Salary Schedule
(Effective March 1, 2006)

2005-2006
## APPENDIX D
### SUBSTITUTE SALARY SCHEDULE
#### 2005-2006
(Effective March 1, 2006)
Foothill-De Anza Community College District

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### COLUMN (BRACKET) PLACEMENT

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Formulas:

- **LEC** = \[ ((\text{Appendix A} \times 10 \text{ months}) / 525) \times 70\% \]
- **LEC/LAB** = \[ ((\text{Appendix A} \times 10 \text{ months}) / 630) \times 70\% \]
- **LAB** = \[ ((\text{Appendix A} \times 10 \text{ months}) / 735) \times 70\% \]
APPENDIX E

Part-time Faculty Hourly Salary Schedule
(For Non-Credit (Adult) Education)
(Effective March 1, 2006)

2005-2006
APPENDIX E
PART-TIME FACULTY HOURLY SALARY SCHEDULE
(For Non-Credit (Adult) Education)
2005-2006
(Effective March 1, 2006)
Foothill-De Anza Community College District

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<td>3. Bachelor's, two years of appropriate work experience and 48 semester units subsequent to Bachelor's</td>
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<td>1. Master's and 48 semester units subsequent to date of Master's, or</td>
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<tr>
<td></td>
<td>2. Master's and 84 semester units subsequent to date of Bachelor's</td>
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<tbody>
<tr>
<td></td>
<td>1. Earned Doctorate, or</td>
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<tr>
<td></td>
<td>2. Master's and 72 semester units subsequent to date of Master's, or</td>
</tr>
<tr>
<td></td>
<td>3. Master's and 108 semester units subsequent to date of Bachelor's</td>
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</table>

*Step S - Longevity Step
APPENDIX G

Part-time Hourly Salary Schedule
(For Non-Teaching Assignments)
(Effective March 1, 2006)

2005-2006
APPENDIX G
FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT
(For Non-Teaching Assignments)
2005-2006
(Effective March 1, 2006)
Foothill-De Anza Community College District

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**COLUMN (BRACKET) PLACEMENT**

**Column I**
1. Associate Degree and six years of appropriate work experience, or
2. Bachelor's and two years of appropriate work experience

**Column II**
1. Master's, or
2. Bachelor's, two years of appropriate work experience and 24 semester units subsequent to Bachelor's

**Column III**
1. Master's and 24 semester units subsequent to date of Master's, or
2. Master's and 60 semester units subsequent to date of Bachelor's, or
3. Bachelor's, two years of appropriate work experience and 48 semester units subsequent to Bachelor's

**Column IV**
1. Master's and 48 semester units subsequent to date of Master's, or
2. Master's and 84 semester units subsequent to date of Bachelor's

**Column V**
1. Earned Doctorate, or
2. Master's and 72 semester units subsequent to date of Master's, or
3. Master's and 108 semester units subsequent to date of Bachelor's

*Step S - Longevity Step*
# APPENDIX H1
## ACADEMIC YEAR 2007-2008
*(Article 27 - Calendar)*

**Foothill-De Anza Community College District**

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**September**

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**November**

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**December**

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**WINTER RECESS**

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**SPRING RECESS:**

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**Veteran's Day**

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**Thanksgiving**

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**FINALS**

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**May**

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**Memorial Day**

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**WINTER RECESS:**

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**SPRING Instruction:**

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**SUMMER Instruction:**

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**FINALS**

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**Holidays:**

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</table>
| Nov. 24, 25; Feb. 16, 17 and May 24, 25. Summer session begins June 30. Early Summer Session Classes start no earlier than June 2 and end during the regular summer session (at least 50% of the instructional time occurs during the regular summer session).**
### APPENDIX H2
#### ACADEMIC YEAR 2008-2009
(Article 27 - Calendar)
Foothill-De Anza Community College District

| M | T | W | T | F | M | T | W | T | F | M | T | W | T | F | Days Taught |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 |   |   |   |   |   |   |   | Labor Day |   |   |   |   |   |   |   |
| 2 | *22 | 23 | 24 | 25 | 26 | 29 | 30 | 1 | 2 | 3 | 8 | 9 | 10 | 11 | 12 | September |
|   |   |   |   |   |   |   |   | October |   |   |   |   |   |   |   |   |
| 3 | 20 | 21 | 22 | 23 | 24 | 27 | 28 | 29 | 30 | 31 | 6 | 7 | 8 | 9 | 10 | Veteran's Day |
| 4 | 17 | 18 | 19 | 20 | 21 | 24 | 25 | 26 | 27 | 28 | 3 | 4 | 5 | 6 | 7 | Thanksgiving |
|   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
| 5 | 15 | 16 | 17 | 18 | 19 | 22 | 23 | 24 | 25 | 26 | 29 | 30 | 31 | 1 | 2 | *5 | 6 | 7 | 8 | 9 | 5 |
| 6 | 12 | 13 | 14 | 15 | 16 | 19 | 20 | 21 | 22 | 23 | 26 | 27 | 28 | 29 | 30 | February |
| 7 | 9 | 10 | 11 | 12 | 13 | 16 | 17 | 18 | 19 | 20 | 23 | 24 | 25 | 26 | 27 | March |
| 8 | 9 | 10 | 11 | 12 | 13 | 16 | 17 | 18 | 19 | 20 | 23 | 24 | 25 | 26 | 27 | SPRING RECESS |
| 9 |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   | Memorial Day |
| 10 | 4 | 5 | 6 | 7 | 8 | 11 | 12 | 13 | 14 | 15 | 18 | 19 | 20 | 21 | 22 | 25 | 26 | 27 | 28 | 29 | 19 |
| 11 | 1 | 2 | 3 | 4 | 5 | 8 | 9 | 10 | 11 | 12 | 15 | 16 | 17 | 18 | 19 | FINALS |

**BLOCKED** = Holidays and recesses; **PARENTHESES** = Finals; **CIRCLED** = Flex days (No classes); * = Instruction begins.

- **District/Academic Senate Flex Day:** Sept. 18
- **College Flex Day:** Sept. 19
- **FALL Instruction:** Sept. 22 - Dec. 12
- **QUARTER Finals:** Dec. 9 - Dec. 12
- **Holidays:** Nov. 11
- **Flex days:** Sept. 18, 19
- **WINTER RECESS:** Dec. 15 - Jan. 2
- **Total Days Per Quarter:**
  - **Fall:** 57 days
  - **Winter:** 57 days
  - **Spring:** 59 days
  - **Flex Days:** 2 days (Fall)
  - **= 175 days**

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). Saturday/Sunday Classes: No classes held on Nov. 29, 30; Feb. 14, 15 and May 23, 24. Summer Session begins June 29. 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 I
APPLICATION FOR PROFESSIONAL ACHIEVEMENT AWARD
(Article 38 – Professional Achievement Awards)
Foothill-De Anza Community College District

Name:_____________________________  Subject/Service Area:________________  Campus:________________

Year of Last Award:_____    Academic years being applied toward this award:__________________________

Please note: In accordance with Article 38.3, “The responsibility for filing a timely and complete application shall be entirely the faculty employee’s.” All parts of the Application are required. Due Date: July 1.

Part 1. Four Evaluations
☐ Administrative Evaluation (attach signed copy of Appendix J1);
☐ Peer Evaluation (attach signed copy of Appendix J1);
☐ Student Evaluation (attach signed copy of appropriate Appendix J3);
☐ Self-Evaluation (see page 3 of this Application form).

Part 2. Verification of Professional Growth Activity
• Nine (9) quarter units of PGA are required during the four-year PAA period.
• Use appropriate forms from Appendix O for filing PGA.
• File PGA with the Campus Personnel Office by June 1.
• The Campus Personnel office will provide a verification receipt to attach below.

STAPLE RECEIPT HERE

Part 3. Record of Special Service Activity
• List special service activities, organized on an annual basis (see pages 4-5 of this Application Form).
• No Special Service is required during a full academic year of Professional Development Leave
  (if applicable, please so indicate below and, where appropriate, on page 4 or 5 of the Application Form).

☐ Academic Year 1: _______ - _______
☐ Academic Year 2: _______ - _______
☐ Academic Year 3: _______ - _______
☐ Academic Year 4: _______ - _______

Having fulfilled the requirements outlined in Article 38 of the Agreement between the Board of Trustees and the Faculty Association, I hereby apply for a Professional Achievement Award.

Date:_________________________  Signature:___________________________________________

This completed application with required attachments must be submitted to your Division Dean by July 1.
For additional information regarding the Professional Achievement Award, see Article 38 of the Agreement between the Board of Trustees and the Faculty Association. For questions, please contact the Faculty Association office, 650 949-7544.
Revised 3/05
PAA Application Form, page1
For Administrative Use Only

Recommendations:

Division Dean

___ I recommend this application
___ I do not recommend this application

Date: ___________________  Signature: ___________________
Division Dean/Supervisor

Vice President

___ I recommend this application
___ I do not recommend this application

Date: ___________________  Signature: ___________________
Vice President of Instruction or
Vice President of Student Services

President

___ I recommend this application
___ I do not recommend this application

Date: ___________________  Signature: ___________________
President
Tear Sheet

This is to confirm that a Professional Achievement Award Application was received from the faculty employee listed below:

Name:________________________________________
Campus:_____________________________________
Department:___________________________________
Date Received:_______________________________
Received by:__________________________________
SELF-EVALUATION

☐ Provide a self-evaluation that reflects thoughtful assessment of your continuing development as an educator, including discussion of relevant accomplishments, professional growth, and future goals. You may also consider identifying challenges/problems related to your principal duties and the way(s) you have addressed them using new pedagogical theories/strategies and/or feedback from administrative, peer, and/or student evaluations. Suggested length: 250-500 words.
SPECIAL SERVICE ACTIVITY REPORT

- See Article 38.5 for examples of activities that qualify as Special Service.
- Provide information on your special service activities in the format prescribed below.
- Organize special service activities by academic year.
- Attach additional sheets if necessary.
- **Please note:** If you have used an activity (such as Tenure Review Committee service) for PGA units under Article 38.4.3, in Part 2 of this Application, you cannot re-use that activity as special service.

<table>
<thead>
<tr>
<th>Academic Year 1: _______ - _______</th>
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<tbody>
<tr>
<td>Description of Activity</td>
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<tr>
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<td>Description of Activity</td>
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## Academic Year 3: _______ - _______

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<th>Nature of Participation</th>
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## Academic Year 4: _______ - _______

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