

## 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 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, as well as required office hours and Student Learning Outcome (SLO)/Service Area Outcome (SAO) participation in accordance with 7.24 and 7.25. To facilitate an understanding of their duties, part-time faculty should attend the orientation described in Section 7.26.1. A part-time faculty employee may serve all of their 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 they are 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 7.27.2, and 7.27.3. Faculty returning to post-retirement employment under Article 19 are subject to the terms of Article 19, and are not considered part-time faculty for purposes of this Article (7).
- 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 their assignments in the division during the quarter.

Faculty are advised that effective January 1, 2013, STRS/PERS may prohibit employment, enforce certain restrictions, or reduce the retirement benefit during the first 180 calendar days following the effective date of becoming a retiree annuitant under either program. Therefore, retirees are discouraged from returning to STRS/PERS covered employment with the District for 180 days following the effective date of retirement. Faculty who choose to accept an assignment within 180 calendar days following the effective date of retiree annuitant status shall do so at their own risk. Such acceptance, including any effects to retirement, shall not be cause for the District to alter or adjust the start date or terms of any assignment.

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 their retirement benefits.

## Request and Preferences

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. Before the date on which drafting of the class schedule for a particular quarter begins, and in accordance with division/department scheduling procedures and timelines, each part-time faculty member with reemployment preference, as specified in Section 7.10, shall submit a written "Assignment Request and Preferences" to the appropriate Division Dean or designee. The Assignment Request and Preferences shall be used to build the first draft of the quarterly schedule and 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.

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 their preferences including desired courses or other assignments, modalities, 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 developing the 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.

7.3 A part-time faculty employee with reemployment preference shall request at least one assignment in at least one quarter of the academic year. If a part-time faculty member fails to request at least one assignment in an academic year, the part-time faculty member's reemployment preference shall be terminated. However, the employee may request to receive "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 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.

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

- 7.4 The offer of any Article 7 assignment is contingent on scheduling needs and enrollment.
- 7.5 An assignment is officially offered to a part-time faculty member only upon the issuance 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 quarter.
- 7.5.1 The District shall send a “Notification of Assignment” email to the part-time faculty member at their District email address when the Assignment Contract is posted on the District Portal.
- 7.5.2 The part-time faculty member shall indicate acceptance of the Assignment Contract via the District Portal within 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.
- 7.6 Notwithstanding Section 7.5 above, the following timelines shall apply under the specified circumstances:
- 7.6.1 If an assignment begins later than the first week of the quarter, the part-time faculty member shall indicate acceptance of the Assignment Contract via the District Portal within 10 calendar days of the date on which the Notification of Assignment email was sent or seven 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.
- 7.6.2 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 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.
- The part-time faculty member shall indicate acceptance of the Assignment Contract via the District Portal within 10 calendar days of the date on which the Notification of Assignment email was sent or seven 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.
- 7.7 If a part-time faculty member has an emergency related to their 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 7.4 and 7.5, the faculty member shall telephone or email the Division Dean to indicate whether they 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.

- 7.8 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 14 calendar days of the date on which the Assignment Contract was sent or seven 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.
- 7.9 If an Assignment Contract is cancelled or withdrawn, the Division Dean shall send a notice of the action to the part-time faculty member at their District email address.

### **Reemployment Preference**

- 7.10 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 meeting the evaluation requirements specified in Sections 7.11 and 7.12, 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 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.

7.10.1 In divisions with non-credit offerings, two reemployment preference lists shall be maintained: one reemployment preference list for part-time faculty paid under Schedule C, Schedule C.1, or Schedule G for credit assignments, and one reemployment preference list for part-time faculty paid under Schedule C Schedule C.1 or Schedule E for non-credit assignments.

### **Administrative Evaluation**

- 7.11 An official administrative evaluation shall be required of each part-time faculty employee, if employed in a division 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 7.11.2 of this article. The Board may utilize either Division Dean or appropriate academic administrator 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*.

- 7.11.1 A part-time faculty member shall be evaluated on the form contained in Appendix J1.
- 7.11.2 If a part-time faculty member receives an official administrative evaluation during the first three quarters that indicates “unsatisfactory” or “needs development” and continues to be employed in a division, the employee shall be re-evaluated by the Division Dean or appropriate academic administrator prior to the end of the fifth quarter. This re-evaluation shall be performed by the Division Dean or appropriate academic administrator; 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.
- 7.11.3 If no evaluation is conducted in the employee’s first three quarters of employment, the employee shall, if otherwise eligible, receive reemployment preference.

### **Student Evaluation**

- 7.12 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 a division, 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 academic 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.
  - 7.12.1 The student evaluation shall be recorded on the appropriate form contained in Appendix J2 and shall follow the procedures prescribed in Article 6.3.
  - 7.12.2 The Division Dean or appropriate academic administrator shall notify the part-time faculty employee of the timelines provided by this section for required student evaluation.
  - 7.12.3 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.
  - 7.12.4 An additional student evaluation may be required in accordance with Article 6.3.3.1

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

- 7.13 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.
- 7.13.1 Each division shall post its reemployment preference list or, in accord with Section 7.9.1, reemployment preference lists, in the division office and in the Portal or other secure online site that is known by all faculty, 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 7.17.
- 7.14 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 Assignment Contracts 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.
- 7.15 After the quarter begins, a part-time faculty member shall not be displaced by any contract, regular, or 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 they would have received for the assignment if it had been completed.
- 7.16 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 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.

7.16.1 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.

7.16.1.1 Notwithstanding the above, an “assignment” made under Article 33 – Non-Credit (Adult) Education shall be defined as follows: (a) for classroom teaching faculty, an assignment shall consist of one course or the equivalent of five lecture hours, whichever is greater; nevertheless, after all these assignments have been made, if courses of less than five hours or the equivalent remain, such a course shall constitute an assignment; and, (b) for faculty working in a supplemental instruction center, an assignment shall consist of four to eight hours per week per quarter; nevertheless, if there are less than four hours available after all assignments have been made, whatever hours are left shall constitute an assignment.

7.16.2 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.

7.16.3 Notwithstanding the distribution process described in section 7.15 above, assignments made as concurrent sections shall follow the provisions established in Appendix V – Concurrent Sections.

7.16.4 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**

- 7.17 A part-time faculty member shall retain their reemployment preference or service credit unless it is terminated pursuant to Sections 7.18, 7.19, and 7.20 of this article, or the faculty member has had a break in service. A part-time faculty member has had a break in service if, for any reason other than that specified in Section 7.17.1, 7.17.2, or 7.17.3, they have 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 7.18.1 through 7.18.11.
- 7.17.1 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.
- 7.17.2 For probationary faculty, any quarters included in Phase I or Phase II of the tenure review process shall not be counted as part of the six or more consecutive quarters specified above.
- 7.17.3 For part-time faculty employees who move into full-time temporary faculty positions, the first three quarters in full-time temporary faculty status shall not be counted as part of the six or more consecutive quarters specified above.
- 7.18 The reemployment preference of a part-time faculty member in a division shall be terminated at a college if the faculty member fails to request an assignment in accordance with Section 7.3 or declines an Assignment Contract in the division as described in Sections 7.5 and 7.6 of this article. However, declining an Assignment Contract shall not result in the termination of reemployment preference when:
- 7.18.1 An assignment is cancelled because of low enrollment or low attendance;
- 7.18.2 The part-time faculty member is unable to accept or commence an assignment because of:
- 7.18.2.1 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



- 7.18.2.2 Other extenuating personal circumstances which the part-time faculty member and the appropriate dean mutually agree make acceptance or commencement impossible;
- 7.18.3 An assignment is cancelled for any reason other than misconduct or poor evaluation;
- 7.18.4 A faculty member fails to accept an Assignment Contract within the timelines established under Sections 7.5 and 7.6, provided that they accept the Assignment Contract in accordance with Section 7.6;
- 7.18.5 The part-time faculty member turns down an assignment that is offered to replace another assignment that was cancelled;
- 7.18.6 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 they have earned reemployment preference or service credit;
- 7.18.7 The part-time faculty member turns down an assignment that was offered under provisions of Section 7.6.2;
- 7.18.8 The part-time faculty member is a recipient of release time from their part-time assignment under Article 3.6;
- 7.18.9 The assignment is withdrawn because it is needed to fill the load of a contract or regular faculty employee under Section 7.14 or 7.15;
- 7.18.10 The part-time faculty member requests not to receive an assignment in a division because they have 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 Notification of Assignment email was sent to the employee's District email address.
- 7.18.11 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.
- 7.19 The reemployment preference or service credit of a part-time faculty member shall be terminated at a college if the President or their 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:
  - 7.19.1 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 their 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;

7.19.2 Written notification by FHDA email and registered mail (sent on the same day) to the part-time faculty member of the improvements necessary for continued employment by the college;

7.19.3 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 7.19.2. The two-person evaluation team shall perform the evaluation visit together and collaborate in completing the appropriate Appendix J1 (A – G). 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 by their dean of their 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.

7.20 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 their 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 their 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**

7.21 Each part-time faculty member shall meet, on time and regularly, all of their assigned duties.

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

7.22 A part-time faculty member who is a part-time faculty employee shall be employed to teach no more than 67 percent 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.

- 7.22.1 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 percent load limitation District-wide.
- 7.22.2 Only instructional assignments, librarian assignments, counselor assignments, and resource faculty assignments shall count toward the 67 percent load limitation for part-time faculty employees.
- 7.22.3 In accordance with Education Code 87482.5, the following shall not be used for purposes of computing the 67 percent load limitation for part-time faculty employees:
  - 7.22.3.1 Service as a substitute on a day-to-day basis;
  - 7.22.3.2 Service in professional ancillary activities including, but not limited to, governance, staff development, grant writing, and advising student organizations.
- 7.22.4 Any part-time faculty employee who is relieved of an assignment during the quarter because of the load restrictions contained in Section 7.22 shall be compensated as follows:
  - 7.22.4.1 If the employee is relieved during the first week of the assignment, service credit and 50 percent of the salary they would have received for the assignment if it had been completed.
  - 7.22.4.2 If the employee is relieved after the first week of the assignment, service credit and 75 percent of the salary they would have received for the assignment if it had been completed.
- 7.23 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**

- 7.24 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.

7.24.1 Part-time faculty with teaching assignments shall be paid in accordance with the appropriate Part-Time Faculty Salary Schedule, Appendix B.1, Appendix C, Appendix C.1, or Appendix E (for supplemental instruction only) of this *Agreement*. The salary shall be determined by the faculty member's column and step placement multiplied by the appropriate load factor that constitutes the faculty member's assignment. All course load factors must conform to the load table dated August 3, 2016. Exceptions to the load table are specified the Memorandum of Understanding dated June 29, 2016

7.24.1.1 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.

7.24.1.2 Part-time faculty members teaching concurrent sections shall be compensated on Appendix C or Appendix C.1 and in accordance with the thresholds and large class stipend (LCS) described in Appendix V – Concurrent Sections.

7.24.2 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*.

7.24.2.1 Service as a “reader” 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.

### **Required Office Hour and SLO/SAO Participation**

7.25 All part-time faculty employees paid on Appendix C shall be required to hold regularly scheduled office hours.

7.25.1 The number of required office hours each week shall be as follows:

7.25.1.1 If the quarterly load is 0.060 or less, the faculty employee must hold one-half office hour per week.

7.25.1.2 If the quarterly load is between 0.061 and 0.125, inclusive, the faculty employee must hold one office hour per week.

7.25.1.3 If the quarterly load is between 0.126 and 0.250, inclusive, the faculty employee must hold two office hours per week.

- 7.25.1.4 If the quarterly load is between 0.251 and 0.450, inclusive, the faculty employee must hold three office hours per week.
- 7.25.2 In accordance with Section 1.1.14, each office hour is one academic hour (50 minutes). Office hours shall be scheduled in increments of not fewer than 25 minutes each.
- 7.25.3 Part-time faculty employees shall satisfy the office hour requirement either on campus or synchronously online. Each part-time faculty employee shall notify the dean and their students in writing of the time(s) and method(s) of contact; i.e. in person on campus or online video conferencing (e.g., Zoom), real time text chat (e.g., Pronto), or phone call. Implementation of any other alternative method shall be subject to the approval of the dean.
  - 7.25.3.1 Instructional faculty shall specify the time(s) and methods for conducting office hours in their course syllabus and submit this information to the division office by the first week of the course, in accordance with division procedures.
  - 7.25.3.2 When requested by a current student or at the request of the dean, in order to address a concern or problem, each faculty employee shall meet that student in person on campus at a mutually agreeable time.
- 7.26 Part-time faculty employees shall be required to participate in Student Learning Outcome (SLO)/Service Area Outcome (SAO) activities. For the purposes of this article, participation is defined as:
  - 7.26.1 Including the SLOs on the course syllabus for all assigned courses;
  - 7.26.2 Proctoring an SLO or SAO assessment for at least one assignment per year, and sharing a summary of the results of the assessment with the department/division/service area, provided at least one assignment is scheduled for assessment during a quarter of assignment; and
  - 7.26.3 Participating in a minimum of one department or division discussion of SLO/SAOs per academic year, provided that discussion occurs during the quarter or quarters of assignment. This participation may be in person or by electronic means (email, discussion board, etc.)

**Additional Compensation**

- 7.27 Part-time faculty employees are eligible for additional compensation in the following ways:
  - 7.27.1 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.

7.27.2 Professional Development. The Board shall annually appropriate at least \$32,000 (\$19,200 to De Anza and \$12,800 to Foothill) 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.

7.27.3 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 their part-time assignment, they 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.)

## **Benefits and Leaves**

7.28 Benefits for part-time faculty members shall consist of the following:

7.28.1 Leaves in accordance with the provisions of Article 16.

7.28.2 Paid health benefits for part-time faculty employees in accordance with the provisions of Article 22A.

7.28.3 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**

7.29 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:

7.29.1 Mandatory enrollment of the part-time faculty employee in one of the programs specified in Subsection 7.29.2 as provided by law, unless they

are also a regular or contract faculty employee enrolled in STRS, in which case section 7.29.1.1 shall apply.

7.29.1.1 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.

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

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

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

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

7.29.2.4 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 their election. The Campus Personnel Offices responsible for part-time faculty onboarding shall provide this information to each new hire before they elect a plan.

7.29.3 Since a part-time faculty employee is subject to OBRA '90 (Omnibus Budget Reconciliations Act of 1990) regulations upon employment, a new employee shall select among the retirement plan options prior to or upon the beginning date of employment.

7.29.3.1 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.

7.29.4 Any part-time faculty employee who does not exercise their election under Section 7.27.2 shall, by default, be enrolled in the STRS Cash Balance Plan.

- 7.29.5 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.
- 7.29.6 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.”
- 7.29.7 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.
- 7.29.8 PARS (Public Agency Retirement System), 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.
- 7.29.8.1 For purposes of the “Alternative Retirement Plan” only, the definition of “break-in-service” (six consecutive quarters) contained in Section 7.16 of this article shall be used for the definition of “termination” under the PARS plan, and thus qualification for the distribution of total benefits.
- 7.29.8.2 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.”
- 7.29.8.3 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.
- 7.29.8.4 In the event that the PARS fees exceed \$25,000 per year, the parties agree to renegotiate these fees.
- 7.30 This article shall not apply to any summer session, intersession, or academic recess period. Non-instructional librarian and counselor assignments during these periods shall be governed by Article 26.
- 7.31 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**

7.32 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 27, 2008 and attached to this *Agreement*.

### **Separation from Employment**

7.33 Part-time temporary faculty employees who elect to terminate employment under this article or who wish to resign from the District for the purpose of initiating benefits as a retiree under STRS or PERS shall submit Appendix S3 to the Division Dean or Division Office prior to the effective date of their resignation from the District and/or retirement under STRS or PERS. This provision shall be entirely separate from the procedures implemented under Article 7.16, 7.18, 7.19, and 7.19. Initiating separation from employment under this section shall not constitute application for STRS/PERS retirement or cash distribution of benefits; to commence such an action, the faculty employee shall communicate directly with the appropriate retirement system.

### **Re-opener**

7.34 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:** 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  
Article 22A  
Article 24  
Article 26  
Article 27  
Article 28  
Article 34  
Article 36  
Article 37