

## **Article 1**

### **GENERAL PROVISIONS**

#### **Definitions**

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

#### **Administrative Employees**

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

#### **Faculty Employees**

- 1.1.6 “Article 19 faculty” means a retired faculty employee who has an annual contract under the provisions of Article 19 of the *Agreement*.
- 1.1.7 “Contract employee” means a probationary faculty employee or a grant-funded employee hired on a year-to-year basis in accordance with Education Code 87470.
- 1.1.8 “Faculty employee” means any employee in the bargaining unit as defined in Section 1.2.
- 1.1.9 “Part-time temporary faculty employee” means any faculty employee who is employed pursuant to Education Code Section 87482.5 for no

more than 67 percent of the annual load of scheduled duties for a full-time regular faculty employee having comparable duties.

- 1.1.10 “Probationary employee” means a full-time faculty employee hired as a contract employee under Education Code 87605 or for continued contract employment under Education Code 87608 or 87608.5.
- 1.1.11 “Regular employee” means a permanent or tenured faculty employee.
- 1.1.12 “Retired faculty employee” means a contract or regular faculty employee who has both resigned from the District and retired under STRS or PERS.
- 1.1.13 “Temporary faculty employee” means a faculty employee appointed for not more than one complete school year, but not less than a complete quarter during a school year as provided in Education Code 87478, 87481, or 87482.

### **Instructional Periods**

- 1.1.14 “Academic hour” means a period of 50 minutes for purposes of office hours under Article 7.25 and Article 10.9 and substitute coverage under Article 16.42.
- 1.1.15 “Academic recess” means that portion of the academic year between the end of one quarter and the beginning of the next quarter.
- 1.1.16 “Academic year” means that portion of the college year that extends from the beginning of the Fall quarter through the end of the Spring quarter.
- 1.1.17 “College year” means July 1 through June 30 and has the same meaning as “school year”.
- 1.1.18 “Intersession” means that period of time in which classes are held during an academic recess or beyond the academic year. Assignment to intersession classes shall not apply toward the 67 percent of a full-time annual load specified in Article 7.1.1.
- 1.1.19 “Intra-session” means a period of time during which classes are held for a portion of an academic quarter. Intra-session assignments shall be made only through mutual agreement between the faculty employee and the Division Dean or appropriate administrator. Assignment to intra-session classes applies toward the 67 percent of a full-time annual load limit specified in Article 7.1.1.
- 1.1.20 “School year” means July 1 through June 30 and has the same meaning as “college year”.
- 1.1.21 “Summer session” means the intersession between academic years. Summer session is not part of the 175-day academic year; it commences on the first workday following the end of the academic year and terminates on the last workday preceding the start of the new academic year. Summer session assignments shall be governed by Article 26 of this *Agreement*.

## Operative Terms

- 1.1.22 “Concurrent section” is either a double section or a triple section scheduled and assigned as an aggregate.
- 1.1.23 “Contract day” means any day during the annual contract of a regular or contract faculty employee. The annual contract is comprised of 175 days for ten-month faculty, 195 days for eleven-month faculty, and 215 days for twelve-month faculty.
- 1.1.24 “CWID” is an acronym for Campus Wide Identification, a number assigned to a faculty employee for purposes of payroll, access to the District Portal, leave reports, and many of the forms contained in the Appendices to this *Agreement*.
- 1.1.25 “Faculty Service Area” (FSA) means a service or instructional subject area or group of related services or instructional subject areas (disciplines) established by the Foothill-De Anza Community College District in accordance with Education Code 87743 and Article 15 of the *Agreement*.
- 1.1.26 “Human Resources” means the District Office of Human Resources located in the District Office Building on the Foothill Campus.
- 1.1.27 “Prob zero year” means the academic year during which the probationary employee did not meet the minimum service requirement, as described in Article 6A.1.2, for the year to count as a year of service towards the tenure probationary process.
- 1.1.28 “Qualified domestic partner” means the domestic partner of an employee, both of whom meet the following criteria: 1) are aged 18 or older; 2) are not legally married to each other or any other person; 3) have chosen to live together in a committed relationship; 4) prior to the U.S. Supreme Court decision of June 26, 2015 which legalized same sex marriage in all 50 states, were not legally allowed to marry in the state in which they resided; and 5) have agreed to be jointly responsible for living expenses incurred during the domestic partnership. Further, a qualified domestic partner shall have been identified by the employee partner in an Affidavit of Domestic Partnership on file with the District Benefits Office prior to June 26, 2015. See Appendix L1 and L2.
- 1.1.29 “Resignation” means the voluntary termination of employment with the District in accordance with the terms and conditions set forth in Article 30.
- 1.1.30 “School day” means any day when the colleges are in session during the regular academic year.
- 1.1.31 “Working day” means any day during which the central administrative offices of the District are open for business.

## **Bargaining Unit Work**

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

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

- 1.5 As soon as it is reasonably able to do so after the ratification of this *Agreement*, FA shall provide the Board with a camera-ready copy of this *Agreement*. Within 30 days after receipt of such a copy, the Board shall provide FA with a sufficient number of paper copies of the *Agreement* for limited distribution, at FA's expense, to its officers, Executive Council, conciliators, negotiations team members, and other faculty leaders. Upon receipt of the final printed paper copies, the District shall also notify all faculty employees of the *Agreement's* electronic availability.