Agreement Between
Foothill-De Anza Community College District
and the
Foothill – De Anza Faculty Association

Having been ratified by the members of the Association on June 18 and 19, 2025 and approved by the Board of Trustees July 7, 2025, the parties hereby execute this *Agreement*:

This document constitutes the 2025–28 Agreement between the Foothill-De Anza Community College District and the Foothill-De Anza Faculty Association, as ratified by the Faculty Association and approved by the Board of Trustees.

Pursuant to Article 32 (Duration), this Agreement updates the 2022–25 Agreement by incorporating the revisions negotiated during the 2024–25 academic year. The articles and appendices listed below are hereby superseded and replaced in full by the corresponding provisions included in this 2025–28 Agreement. All other provisions of the 2022–25 Agreement remain in effect unless and until modified through subsequent negotiations.

The parties agree to resume negotiations during the 2025–26 academic year for any articles that were sunshined but not addressed during the 2024–25 negotiations. In addition, for each of the 2026–27 and 2027–28 fiscal years, either party may reopen negotiations on Article 22A (Paid Benefits for Part-Time Faculty), Article 24 (Salaries for Faculty Employees), Appendices A through G, and one additional article, by written notice no later than June 1 of the preceding year.

The following articles and appendices have been renegotiated and are superseded and replaced by the corresponding sections in this Agreement effective July 1, 2025:

- **Article 10** – Hours and Scheduling for Full-Time Faculty
- **Article 16** – Leaves (Section 16.20.1)
- **Article 17** – Professional Development Leave (PDL)
- **Article 20** – Early Notice Incentive
- **Article 22** – Paid Benefits
- **Article 24** – Salaries for Faculty Employees
- **Article 25** – Special Assignments
- **Article 27** – Calendar

- **Article 32** – Duration
- **Article 35** – Training/Retraining
- **Article 38** – Professional Achievement Awards (PAA)
- **Article 40** – Investigations (previously an MOU, now codified)
- **Appendix A, B** – Full-Time Salary Schedules and Step Advancement
- **Appendices B.1, C, C.1, E, G** – Part-Time Salary Schedules (Steps 9 and 10, column placement revisions
- **Appendix H1, H2** – Academic Calendars 2025-26 and 2026-27
- **Appendix I** – Professional Responsibilities and Development (replaces former PAA application)
- **Appendices O1, O2, O3** – Now optional for column advancement only
- **Appendix R** – Training Retraining Application
- **Appendix X** – Early Notice Incentive Form (updated procedure and incentive amount)

This document, together with the attached articles and appendices, constitutes the complete collective bargaining agreement for 2025–28.

Foothill-De Anza Faculty Association

By: Tim Shively (Aug 14, 2025 14:49:00 PDT)

Tim Shively, President
Negotiator

By: Kathy Perino (Aug 13, 2025 13:22:44 PDT)

Kathy Perino, Chief

Foothill-De Anza Community College District

By: Lee D. Lambert (Aug 18, 2025 17:34:32 PDT)

Lee D. Lambert, Chancellor
Negotiator

By: Dianna L. Rose

Dianna L. Rose, Chief

July 1, 2025 to June 30, 2028

TABLE OF CONTENTS

Article 1	General Provisions	1
Article 2	Effect of Agreement	5
Article 3	Association Rights	7
Article 4	Organizational Security	11
Article 5	Grievance Procedure	13
Article 6	Evaluation	19
Article 6A for Tenure	Evaluation of Probationary (Contract) Faculty Employees	25
Article 7	Part-Time Faculty	41
Article 8	Personnel Files	59
Article 9	Load and Class Size	61
Article 10	Hours and Scheduling	65
Article 11	Class Cancellation	71
Article 12	Reassignment	73
Article 13	Transfer	75
Article 14	Travel Expenses	77
Article 15	Reduction in Force	79
Article 16	Leaves	83
Article 17	Professional Development Leaves	97
Article 18	Reduced Workload Program	105
Article 19	Emeritus Program	109
Article 20	Early Notice Incentive	115
Article 21	Post-Retirement Employment	117
Article 22	Paid Benefits	119
Article 22A	Paid Benefits for Part-Time Faculty	123

Article 23	Paid Benefits for Retired Employees	127
Article 23A	Paid Benefits for Retired Employees Hired After July 1, 1997	131
Article 24	Salaries for Faculty Employees	135
Article 25	Special Assignments	139
Article 26	Summer Session and Academic Recess	141
Article 27	Calendar	145
Article 28	Nondiscrimination	147
Article 29	Contract Review and Consultation	149
Article 30	Resignation and Retirement	151
Article 31	Reprimand of Faculty Employees	153
Article 32	Duration	155
Article 33	Non-Credit Education	157
Article 34	Online Learning	159
Article 35	Training/Retraining Stipend	161
Article 36	Professional Conference Fund	165
Article 37	Contract Education	167
Article 38	Professional Achievement Awards (DELETED)	171
Article 39	Intellectual Property	173
Article 40	Investigations	177

APPENDICES

Appendix A	Full-Time Faculty Salary Schedules, 2025-26	183
Appendix B	Child Development Faculty Salary Schedule, 2025-26	195
Appendix B.1	Part-Time Child Development Faculty Salary Schedule, 25-26	203
Appendix C	Part-Time Faculty Salary Schedule, 2025-26	209
Appendix C1	Part-Time Faculty (FT Overload) Salary Schedule, 2025-26	215

Appendix D Substitute Salary Schedule, 2022-23 221

Appendix D.1 Substitute Salary Schedule Summer, 2022-23 225

Appendix E Part-Time Faculty Hourly Salary Schedule for Non-Credit Education, 2022-23 227

Appendix F Hours of Leave to be Deducted for Absences 233

Appendix G Part-Time Hourly Salary Schedule (For Non-Teaching Assignments), 2022-23 237

Appendix H1 Academic Calendar, 2025-26 245

Appendix H2 Academic Calendar, 2026-27 246

Appendix H3 Academic Calendar, 2027-28 247

Appendix H4 Individual Proposal for Faculty Flex Day 249

Appendix I Professional Development and Professional Responsibilites 249

Appendix J1 Administrative and Peer Evaluation Forms 255

J1.A Synchronous Instruction 257

J1.B Asynchronous Instruction 261

J1.C Mixed Modality Instruction 265

J1.D Librarians 269

J1.E Counseling 273

J1.F Resource Faculty 277

J1.G Supplemental Instruction 283

Appendix J2 Student Evaluation Form (Classroom Instruction) 287

Appendix J2.1 Student Evaluation Form (Counseling Sessions) 289

Appendix J2.2	Student Evaluation Form (Child Development Teachers)	291
Appendix J2.3	Student Evaluation Form (Library Visits/Sessions)	295
Appendix J2.4	Student Evaluation Form (Supplemental Instruction)	299
Appendix J2W	Student Evaluation Form (Online Instruction)	301
Appendix J3	Tabulation of Student Evaluations (Classroom Instruction)	303
Appendix J3.1	Tabulation of Student Evaluations (Counseling Sessions)	305
Appendix J3.2	Tabulation of Student Evaluations (Child Development Teachers)	307
Appendix J3.3	Tabulation of Student Evaluations (Librarians)	309
Appendix J3.4	Tabulation of Student Evaluations (Supplemental Instruction)	311
Appendix J3W	Tabulation of Student Evaluations (Online Instructional Faculty)	313
Appendix K	Part-Time Faculty Benefits (Sample Affidavit)	315
Appendix L1	Qualified Domestic Partners: Information Sheet	321
Appendix L2	Eligibility Criteria for Qualified Domestic Partners' Benefits	323
Appendix M	Agency Education Form	327
Appendix N1	Notice of Grievance	335
Appendix N2	Grievance Flowchart	337
Appendix O1	PGA Recording Form: Credit Coursework	341
Appendix O2	PGA Recording Form: Conference, Workshop, and Non-Credit Courses	343

Appendix O3	PGA Recording Form: Professional Activities and Projects	345
Appendix P1	Professional Development Leave (PDL) Form	347
Appendix P2	PDL Request for Change Form	357
Appendix P3	PDL Leave Report Form	363
Appendix P4	PDL Eligibility and Return Service	367
Appendix Q	Grade Submission	369
Appendix R	Training/Retraining Application Form	373
Appendix S1	Terms and Conditions of Employment Assignment Contract	385
Appendix S2	Deleted (Paid Office Hour Program)	387
Appendix S3	Part-Time Faculty Resignation/Retirement Form	389
Appendix T1	Family Medical Leave Act / California Family Rights Act	393
Appendix T2	Application for Family Medical Leave	397
Appendix T3	Medical Certification Statement	399
Appendix U1	Article 19 Emeritus Program	403
Appendix U2	Article 19 Flowchart/Table	405
Appendix V	Concurrent Sections	407
Appendix W	Request for Article 18 – Reduced Workload Program	415
Appendix X	Early Notice Incentive Program Application Form	419
Appendix Y	Faculty Service Area Application	423
Appendix Z	Department Chairs and Schedulers	427
MOU's		433

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*.

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.

Article 2
EFFECT OF AGREEMENT

2.1 This *Agreement* expresses the entire understanding between the Board and FA and supersedes all previous agreements between them, whether written or oral. It also supersedes any rules, regulations, policies or practices of the Board that are contrary to or inconsistent with its terms.

2.2 The Board and FA agree to communicate in a timely manner to their constituencies the provisions of this *Agreement* and any changes in it that may be negotiated.

2.3 If any provision of this *Agreement* is held invalid, such invalidity shall not affect other provisions of the *Agreement* as long as they can be effective without the invalid provision. To this end, the provisions of this *Agreement* are severable.

2.4 It is understood and agreed that the Board retains all of the rights, powers and authority vested in it by law to direct, control and govern the District. The exercise of the Board's rights, powers and authority, and the adoption of policies, rules, regulations and practices in furtherance thereof shall be limited only by applicable provisions of law or by the terms of this *Agreement*.

2.5 The adoption, modification or repeal of any written rule, regulation or policy of the Board that is not governed by the terms of this *Agreement* shall remain subject to negotiation to the extent the rule, regulation, or policy relates to wages, hours or other terms and conditions of employment as defined by Government Code Section 3543.2. If the Board contemplates any such change, the parties agree to reopen negotiations for the limited purpose of reaching an agreement regarding the proposed adoption, modification, or repeal.

2.6 This *Agreement* shall not modify or replace the rights of faculty employees except as the specific and express terms of this *Agreement* require, and then only to the extent permitted by law.

2.7 The Board acknowledges that, with respect to the bargaining unit covered by this *Agreement*, the Board shall meet and negotiate on matters within the scope of representation only with FA, as long as FA remains the exclusive representative of the bargaining unit.

As long as FA remains the exclusive representative of the bargaining unit, FA shall meet and negotiate on matters within the scope of representation only with the Board's designated representatives.

Article 3
ASSOCIATION RIGHTS

3.1 The Association retains all rights guaranteed to employee organizations under Government Code Sections 3540 and following and all rights accorded by the Public Records Act (Gov. Code Sec. 6250 and following), the Ralph M. Brown Act (Gov. Code Sec. 54950 and following), and all other applicable provisions of law, and the exercise of the Association's rights shall be limited only by the terms of this *Agreement*. The rights retained by the Association include, but are not limited to, the right to have access to any record containing information relating to the conduct of the District's business that is open to inspection under the Public Records Act (including but not limited to records relevant to the preparation of the annual District budget), the right to receive a notice and agenda for each Board meeting, and the right to receive the name, address and salary of each faculty employee.

3.2 All written policies, rules, regulations or procedures governing conditions of employment of the members of the bargaining unit that are to be generally distributed to faculty employees shall be provided to the Association. General distribution means distribution to an entire division, segment, program, college or other administrative unit of the District.

Elective Payroll Deductions

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

3.3.1 Contributions to:

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

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

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

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

3.3.1.5 The Foothill-De Anza Foundation.

3.3.2 Dues to a local or statewide professional association or any other professional organization affiliated or otherwise connected with a statewide professional organization which authorizes the statewide organization to receive membership dues on its behalf.

3.3.3 Payment to a credit union.

3.3.4 Premiums for insurance sponsored by a professional association, FA, or the District and, for part-time faculty employees only, premiums for State Disability Insurance (SDI).

3.3.5 Purchase of:

(A) Deferred compensation plans approved by the Board. Changes shall be made in accordance with IRS regulations. A list of qualified vendors is available at the Business Services website. Faculty enrolled prior to October 2004 in plans not included on this list are not required to change vendors;

(B) Government savings bonds.

3.3.6 Such other payments or contributions as may be mutually agreed upon by the Board and FA.

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

Association Representatives and Release Time

3.4 On or before June 30 of each year, the Association shall provide the Board with a list of the faculty employees who will serve as Association Executive Council members during the succeeding academic year. Upon the timely receipt of the list, the Board shall establish a work assignment for each Association Executive Council member that will reasonably permit them to attend the regular meetings of the Council.

3.5 During the first two weeks of the quarter preceding the commencement of negotiations on an agreement to succeed this *Agreement*, or on any Re-openers contained in this *Agreement*, the Association shall provide the Board with the names of a reasonable number of faculty employees who will serve as the FA negotiating team. Upon the timely receipt of this information, the Board shall establish a work assignment for each member of the negotiating team that will reasonably enable the parties to establish regularly scheduled negotiating sessions of at least two per week at which all team members can be present.

3.6 For the purpose of meeting and negotiating and for the processing of grievances, faculty employees representing the Association shall receive reasonable periods of release time as follows:

3.6.1 The Association may request and the Board shall provide release time equivalent to a maximum of 4.0 full-time faculty assignments.

3.6.2 In addition to Section 3.6.1, when the *Agreement* is being negotiated in its entirety or District budget and shared governance activities, conciliation matters, or finance-related negotiations occur during the Summer Session, the Board shall provide release time up to 0.25 of a full-time faculty

assignment if the Faculty Association funds a like amount. Such release time shall be granted only to those faculty who use the release time during the summer session.

3.6.3 In addition to the release time provided for in subsection 3.6.1, the Board shall provide further release time as requested by the Association, if the Association reimburses the Board for the full cost of any release time so requested.

3.6.4 The cost of release time provided under subsection 3.6.3 shall be equal to the full cost (including salary, paid benefits and retirement contributions, to the extent applicable) the Board would have to incur to replace the faculty employees granted
release time. The full replacement cost shall be calculated by using the average compensation paid to part-time temporary faculty employees employed by the District during the academic year the release time is provided.

3.6.5 Each quarter, at least two weeks before the date on which Division Deans are required to submit tentative class schedules, the Association shall inform the Board of the names of faculty employees it has designated to receive release time during the quarter and the extent to which each will be released from their normal duties.

3.6.6 All release time provided under this section shall be distributed in a manner requested by the Association, provided that all release time shall be granted in complete service increments only. A complete service increment is one course per quarter or its equivalent.

Representation on Committees

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

3.7.1 Academic and Professional Matters (APM);

3.7.2 Chancellor's Advisory Council (CAC);

3.7.3 De Anza College Council;

3.7.4 De Anza Curriculum Committee;

3.7.5 District Budget Advisory Committee (DBAC);

3.7.6 District Diversity and Equity Advisory Committee (DDEAC);

3.7.7 District Human Resources Advisory Committee (HRAC);

3.7.8 District Educational Technology Advisory Committee (ETAC);

3.7.9 Foothill College Governance Council (MIPC);

3.7.10 Foothill Curriculum Committee;

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

Article 4
ORGANIZATIONAL SECURITY

Representation

4.1 The Faculty Association (FA) is the exclusive representative of all faculty employees regardless of FA membership status.

Membership and Dues

4.2 The Faculty Association is responsible for informing the Board of any faculty employee who becomes a member. This notification to the Board shall be made no later than the 15th of each month.

4.3 Upon receipt of notification from FA, the Board shall deduct from each salary warrant due the employee an amount determined by the current FA dues schedule, provided that each change to the schedule is received by the Board on or before the tenth day of the month during which the change is to become effective. Within ten working days after the deduction has been made, the Board shall remit the entire amount deducted (less the actual cost, if any, of making the deduction) to FA. If the Board does not remit the amount due within ten working days, the Board shall pay FA interest on the amount due at the rate of 7% per annum. The Board shall have no other obligation with respect to the amount deducted pursuant to this article, whether expressed or implied.

4.4 The Faculty Association shall notify the Board of any faculty employee who requests a change in membership status. A faculty employee becomes a member by submitting a membership and dues authorization form to FA. Faculty may contact FA to discontinue membership between July 1 and July 30 of each year, or within the first 30 days following the expiration of this Agreement or any successor Agreement.

4.5 The Faculty Association will indemnify the Board for any claims made by any faculty employee for deductions made in reliance on the notification and/or information provided by FA (Education Code 87833 (e) and (f)).

Reports and Access to Employee Information

4.6 Together with the aggregate amount deducted from the payroll and payable to the Faculty Association, the Board shall transmit to FA an alphabetical list of faculty employees who have had dues deducted from their salaries.

4.7 The Board shall provide FA monthly access to a report of all new faculty employees as provided by Government Code 3558 and including full name; permanent address; work, home, and personal cell phone numbers; personal email address on file with the District; job title, campus, division, and department; and CWID.

4.8 Upon request from FA, and no more than three times per academic year, the Board shall provide FA access to a report of all faculty employees and requested information, as provided by Government Code 3558 and including the information listed in Section 4.7 above.

4.9 The Board shall notify FA of any faculty orientation dates, and FA has the right to be present at any faculty orientation, including faculty onboarding meetings, whether provided individually or as a group. The Board shall immediately provide FA a list of faculty orientation attendees.

Article 5
GRIEVANCE PROCEDURE

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

5.1 Conciliation

5.1.1 A conscientious effort shall be made to resolve differences related to the *Agreement* between faculty employees and the Board at the lowest possible administrative level before a grievance may be filed.

5.1.2 To encourage informal and confidential resolution of disputes, the Faculty Association shall maintain a conciliation committee to assist faculty employees in resolving potential grievances.

5.1.3 Evidence of either party's conduct or statements during conciliation efforts between the faculty employee and the Board shall be inadmissible in any subsequent grievance proceeding.

5.2 Definitions

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

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

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

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

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

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

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

5.3 Step 1 - Filing a Formal Grievance

5.3.1 **Who May File**. A grievance may be filed by any of the following individuals as long as they are not alleging a violation, misinterpretation or misapplication previously and unsuccessfully grieved:

5.3.1.1 Any faculty employee who, at the time of filing, is a member of the bargaining unit;

5.3.1.2 Any former faculty employee who was a member of the bargaining unit during the preceding academic quarter; or

5.3.1.3 An officer of FA who has been authorized to file the grievance on behalf of the Faculty Association by its Executive Council; or

5.3.1.4 An officer of FA who has been authorized by an individual faculty employee to file the grievance on behalf of the employee.

5.3.2 **Representation**. Upon the filing of the grievance and thereafter, the responding administrator may be accompanied by a District representative who shall advise and may act for the administrator. A grievant may be advised and represented by:

5.3.3 **Filing and Time Limits on Filing**. A formal grievance shall be initiated by the filing of a written Notice of Grievance on a form (Appendix N1) agreed upon by FA and the Board. The notice shall:

5.3.3.1 Contain a concise statement of the violation, misinterpretation, or misapplication alleged, the circumstance or action of discovery of the circumstance or action;

5.3.3.2 State the remedy sought;

5.3.3.3 State the name, address, and telephone number of the grievant's representative, if known; and

5.3.3.4 Include the grievant's name, address, home and work telephone numbers, and signature.

5.3.4 The notice shall be filed with the Vice Chancellor of Human Resources with copies to FA and the College President within 50 school days after the grievant discovered or reasonably could have discovered the circumstance or action giving rise to the grievance. Regardless of the date of the discovery, however, a notice shall not be timely if it is filed more than one year after the circumstance or action giving rise to the grievance. Timelines are specified in Appendix N2.

5.3.5 Upon receipt of a Notice, the Vice Chancellor of Human Resources shall designate a District representative.

5.4 Step 2 - Internal Review

5.4.1 Within five school days of the filing of the Notice, the College President shall schedule a meeting with the grievant, the responding administrator and their representatives. This meeting, to afford the parties a reasonable opportunity to be heard, shall occur within twenty school days of the filing of the notice. The nature of the Internal Review is informal, that is, the grievant and the responding administrator shall present their respective views, and the President may question the parties and/or their representatives. The President may also seek additional information about the grievance from any source. Using their professional judgment, the President shall make a good faith effort to resolve disputes related to the *Agreement* to the extent practicable and consistent with legal statutes and regulations.

5.4.2 Within seven school days following the meeting with the grievant, the President shall make a decision regarding the grievance. The decision shall be in writing and shall be sent to the grievant with copies to the responding administrator, FA, and the Vice Chancellor of Human Resources.

5.4.3 The President may designate another employee of the District to conduct the internal review and render a decision under this section, but the President's designee shall, to the extent practical, be someone who has had no previous involvement in the events upon which the grievance is based.

5.5 Step 3 - Request for Arbitration

5.5.1 If the President denies the grievance or fails to make a timely decision, the grievant may request in writing that FA submit the grievance to arbitration. FA shall have the exclusive right to submit the decision to arbitration. If FA declines to submit the decision to arbitration, the grievant shall have exhausted their administrative remedies and can pursue other remedies that may be available.

5.5.2 If FA chooses to exercise its right to submit the grievance to arbitration, it shall file with the Vice Chancellor of Human Resources a written request for arbitration signed by the grievant and an authorized representative of FA. The request for arbitration shall be filed within ten school days following the date of the President's decision or, in the event the President failed to make a timely decision, within ten school days following the date on which the President's decision was due under Section 5.4.2.

5.5.3 Failure to file a request for arbitration within the time specified in Section 5.5.2 shall terminate the grievance.

5.5.4 Unless FA and the Board mutually agree upon an arbitrator within five school days of the filing of a request for arbitration, a representative of FA and a representative of the Board shall jointly request the California State Conciliation Service to submit a list of seven available arbitrators.

5.5.5 Within ten school days of the receipt of the list of arbitrators from the State Conciliation Service, the representatives of FA and the Board shall alternately strike names from the list until only one name remains. That

person shall serve as arbitrator. A toss of a coin shall determine which representative strikes the first name from the list.

5.5.6 The designated representatives shall immediately send a notice of selection to the State Conciliation Service, requesting an arbitration hearing as soon as possible. The notice of selection shall be accompanied by a copy of the *Agreement*, a copy of the Notice of Grievance, and the Notice of Intent to Consolidate Grievances, if applicable.

5.5.7 The arbitrator shall establish as early a hearing date as is practical; provided, however, that the arbitrator shall notify the Vice Chancellor of Human Resources and FA of the date, time, and place of the hearing at least twenty school days in advance of the date set for the hearing.

5.5.8 If the arbitrator fails to establish a hearing date that is within 90 calendar days of the date of their selection, either FA or the Board may request the selection of a new arbitrator pursuant to Sections 5.5.4 through 5.5.8.

5.6 Arbitration Hearing

5.6.1 It shall be the duty of the arbitrator to hold a hearing for the purpose of considering arguments and evidence submitted by parties to the grievance and forming a decision that will conclude the grievance. Irrelevant and unduly repetitious evidence shall be excluded.

5.6.2 Except as otherwise provided herein, the voluntary labor arbitration rules of the American Arbitration Association shall govern the arbitration proceedings.

5.6.3 Attendance at the hearing shall be limited to:

5.6.3.1 The grievant and the grievant's representative, if any;

5.6.3.2 The responding administrator and a District representative if any;

5.6.3.3 The arbitrator;

5.6.3.4 Witnesses, but only while giving evidence;

5.6.3.5 An observer designated by the Faculty Association;

5.6.3.6 The Vice Chancellor of Human Resources or an observer designated by the Vice Chancellor; and

5.6.3.7 A court reporter, if any.

5.6.4 At the hearing, only the participants listed in Sections 5.6.3.1 through 5.6.3.4 may participate. The grievant and all necessary witnesses shall be provided release time for the time during which they are needed at the hearing.

5.6.5 The grievant shall demonstrate that they were wronged by the Board's violation, misinterpretation or misapplication of specific provisions of the *Agreement* as alleged in the grievance.

5.6.6 The arbitrator shall, as soon as possible after the conclusion of the hearing, prepare their report. The arbitrator's report shall consist of the arbitrator's detailed findings of fact and conclusions. If the arbitrator's findings and conclusions establish that the Board has violated, misinterpreted or misapplied specific provisions of the *Agreement* as alleged in the grievance, the arbitrator's decision shall enforce the terms of the *Agreement* so as to remedy the wrong to the individual grievant, but the arbitrator shall not add to, subtract from, or otherwise modify the terms of the *Agreement*. If the arbitrator's findings and conclusions establish that a monetary award is necessary to enforce the terms of the *Agreement* so as to fully remedy the wrong to the individual grievant, such an award (including interest, if appropriate) shall be made. The arbitrator shall refer all matters on which the arbitrator has no authority to rule, back to the parties without any decision.

5.6.7 The decision of the arbitrator shall be final and binding.

5.6.8 Each party shall bear the costs of preparing and presenting its own case in arbitration. All fees and expenses of the arbitrator shall be shared equally by FA and the Board.

5.7 General Provisions

5.7.1 The time limits specified in these procedures are maximum limits and every effort shall be made to expedite the process. Notwithstanding this provision, any time limit specified in these procedures may be extended by written agreement of the parties.

5.7.2 The Notice of Grievance may be reasonably amended at any time prior to the filing of a request for arbitration, as long as the amendment relates directly to the allegations contained in the original Notice of Grievance.

5.7.3 Grievances may be consolidated by action of the Executive Council before Step 3 - Request for Arbitration as follows:

5.7.3.1 A Notice of Intent to Consolidate Grievances shall be sent to the Vice Chancellor of Human Resources within three school days of the Executive Council's action along with (each) grievant's written consent to consolidation.

5.7.3.2 Unless the Board objects to the joining of grievances in a particular instance, the grievances shall be consolidated in all remaining steps of the grievance procedure.

5.7.3.3 If the Board objects to a particular consolidation of grievances by the Executive Council, each grievance shall be treated separately at all steps of the grievance procedure preceding arbitration but shall be joined at arbitration if the arbitrator rules that consolidation is appropriate.

5.7.3.4 In the event that the Board objects to a particular consolidation of grievances, the Vice Chancellor of Human Resources shall provide FA with a written statement of the Board's objections within three school days of receipt of the Notice of Intent to Consolidate Grievances.

5.7.3.5 The final decision in a consolidated grievance shall be binding upon all parties to the grievance.

5.7.4 A grievance may be withdrawn at any time.

5.7.5 The parties may, by mutual agreement, proceed immediately to arbitration of any grievance.

5.7.6 All documents, communications and records dealing with the processing of a grievance shall be placed in a separate grievance file, except that any document or record removed from a personnel file or any other file for use in a grievance proceeding shall be returned to the original file.

5.7.7 FA may provide an annual summary, consistent with applicable confidentiality requirements, of its conciliation and grievance activities to the Chancellor and College Presidents.

Article 6
EVALUATION

6.1 This article applies to all faculty employees with the exception of probationary faculty employees who shall be governed by Article 6A. For the purposes of this article, "contract faculty employee" shall be limited in meaning to "grant-funded faculty employee." In accordance with Article 7.10 and 7.11, the provisions of this article governing part-time faculty are limited to Sections 6.2 and 6.3.

Administrative Evaluation

6.2 The Board shall complete an official administrative evaluation of each regular (tenured) and contract faculty employee at least once every three academic years. Each temporary faculty employee and part-time faculty employee, if employed by the District for three quarters, whether or not successive, shall be evaluated at least once during that period. Part-time faculty employees, if employed thereafter, shall be evaluated at least once every nine quarters of employment.

6.2.1 An official administrative evaluation shall review not only the faculty employee's performance in the classroom or service area, but all of their contractual obligations. The purpose of an official administrative evaluation is to:

6.2.1.1 Recognize and encourage outstanding performance;

6.2.1.2 Improve satisfactory performance and further the growth of employees who are performing satisfactorily;

6.2.1.3 Identify areas which might need improvement and provide useful feedback for consideration; and

6.2.1.4 Identify and document unsatisfactory performance and offer assistance in achieving the required improvement.

6.2.2 The official administrative evaluation of a regular or contract faculty employee shall be performed by an educational administrator as defined in 1.1.4.1 and shall not be delegated to any faculty employee.

6.2.3 The official administrative evaluation of a part-time faculty employee may be delegated to a regular or contract or Article 19 faculty employee as provided in Article 7.10. The part-time faculty employee shall be notified, in advance, by the appropriate administrator, that a faculty member shall be acting as their designee. Each faculty employee designated to conduct an official evaluation shall receive compensation pursuant to Article 25. The faculty designee performing the official administrative evaluation of a part-time faculty employee shall not also perform the student evaluation of that employee.

6.2.4 The official administrative evaluation of a faculty employee shall be performed in accordance with the procedures specified below:

6.2.4.1 The administrator or designee shall notify the faculty member in advance of the evaluation visit;

6.2.4.2 The official administrative evaluation of a faculty employee shall be recorded on the administrative evaluation form contained in Appendix J1, or as modified according to Section 6.5;

Prior to a J1 evaluation, the faculty member and evaluator shall have a pre-evaluation meeting in which the faculty member is given the opportunity to provide guidance to the administrator or designee evaluator regarding course organization and content or nature of the assignment that is applicable at the time of review. The evaluator and the faculty member shall agree to the meeting modality. If these meetings occur in Zoom or other video conferencing platform, the evaluator shall set up the meeting and act as host.

6.2.4.3 Upon request by the administrator or designee conducting the evaluation, the faculty employee shall provide copies of the course description/syllabus, tests and other assessment instruments, assignments, and/or other documents reasonably related to the observation and the evaluation criteria stated in Appendix J1, Section II. Such a request may be made prior to, or at the conclusion of, the evaluation visit;

6.2.4.4 The duration of the evaluation depends on the modality as follows:

6.2.4.4.1 In-person or fully synchronous online evaluation shall be normally, but not less than, one academic hour (50 minutes);

6.2.4.4.2 Fully asynchronous online evaluation shall be at least one academic hour (50 minutes) but shall not exceed two academic hours (100 minutes). The evaluation of the course may occur over multiple visits within a seven-consecutive day period beginning with the first day of online entry into the course. The evaluator shall view no more than two consecutive weeks of material, at least one of which has already been delivered to students, and the content that serves to onboard/orient students to the course. The weeks to be evaluated and the onboarding material shall be mutually agreed upon in the pre-evaluation meeting.

6.2.4.4.3 Hybrid evaluation shall normally be two academic hours, a 50-minute evaluation visit in person, and

50 minutes in the online portion of the course. The evaluator shall view only the content that serves to onboard/orient students to the online portion of the course and at most two weeks of published content related to the face-to-face observation. The weeks to be evaluated and the onboarding material shall be mutually agreed upon in the pre-evaluation meeting.

6.2.5 Within one week of the evaluation visit, the faculty member and evaluator shall have a post-evaluation meeting to review the J1 in advance of its submission by the evaluator. If these meetings occur in Zoom or other video conferencing platform, the evaluator shall set up the meeting and act as host. Within 20 school days of the evaluation visit, the appropriate administrator shall provide to the faculty employee a completed and signed copy of the evaluation. Timelines may be extended by mutual consent.

6.2.5.1 Normally, no attachments shall be made to the evaluation except by mutual consent of the faculty employee and the administrator.

6.2.5.2 Notwithstanding the above, on a case-by-case basis, an attachment may be made by either the administrator or the faculty employee provided that any such documentation is timely, credible, reasonably related to the evaluation, and consistent with the provisions of Article 8.4 and 8.5.

6.2.6 Within 10 school days of receipt of the completed evaluation form, the faculty employee may elect either to sign the official administrative evaluation form, or, after reviewing the evaluation, to submit a response stating their reasons for refusing to sign the official administrative evaluation form. The signed evaluation form, or the evaluation form with the separate response attached, shall be promptly placed in the employee's on-campus personnel file, and a copy shall be sent to the faculty employee. Timelines may be extended by mutual consent.

6.2.6.1 If, after 10 school days of the receipt of the completed evaluation form, the faculty employee fails or refuses to sign or to submit a separate response specified by Section 6.2.6, the official administrative evaluation form shall be placed in the employee's on-campus personnel file and a copy shall be sent to the faculty employee by certified mail. The certified mail receipt shall be attached to the official administrative evaluation in the employee's personnel file.

6.2.7 Any administrative evaluation performed in addition to the one mandated by section 6.2 shall follow the provisions established above in sections 6.2.1 through 6.2.6.1.

Student Evaluation

6.3 In addition to the official administrative evaluation, student evaluations to the extent practicable based upon the nature of the faculty employee's assignment shall be performed at least once every three academic years for regular and contract faculty and in accordance with the provisions of Article 7 for part-time faculty. The appropriate evaluation form contained in Appendix J2 of this *Agreement* shall be used without exception.

6.3.1 For in-person evaluations, the Student Evaluation Form, Appendix J2, shall be distributed by the faculty employee or another employee designated by the faculty employee, completed in the absence of the faculty employee, and collected and tabulated by the designee. If necessary, the faculty employee may request an appropriate volunteer from the division to conduct the student evaluation. The employee performing the student evaluation shall not also perform the official administrative evaluation of that employee. After tabulation, the objective (scantron) Tally Sheet for Part A of the Student Evaluation Form shall be attached to Appendix J3, signed by the designee, and be given to the Division Dean or appropriate administrator, who, after reviewing Appendix J3, shall forward a copy to the faculty employee and send the original to the personnel file. The original student scantrons and Student Evaluation Forms, including the Part B responses shall be retained by the designee and returned to the faculty employee after the end of the quarter.

6.3.2 For online evaluations, the faculty member shall request their student evaluations through the agreed upon process at each campus. The employee responsible for tabulating the J2 responses shall fill out Appendix J3 and give this form to the Division Dean or appropriate administrator, who, after reviewing Appendix J3, shall forward a copy to the faculty employee and send the original to the personnel file. After the end of the quarter (normally within five school days after the end of the quarter) the Part B responses shall be made accessible to the faculty employee.

6.3.3 Notwithstanding Section 6.3.1, a faculty employee who is unable to comply with the procedure described in Section 6.3.1, due to the unavailability of appropriate personnel to collect and tabulate the student evaluation, shall request the division to provide materials for a self-administered student evaluation. In this circumstance, the Student Evaluation Form, Appendix J2, shall be distributed by the faculty employee, completed in the absence of the faculty employee, and collected by a student registered in the class. The student shall seal the Part A scantrons into one envelope and the Part B responses into a second envelope and sign across the seal of each envelope. At the conclusion of the evaluation, the faculty employee shall pick up the sealed envelopes and return them to the division office or deposit them in a designated student evaluation collection site as soon as practicable. The division office shall acknowledge receipt of the completed student evaluation to the faculty employee. The Division Dean or appropriate administrator shall be responsible for tabulating Part A responses and completing and signing Appendix J3. After

reviewing the responses, the Dean or appropriate administrator shall forward a copy of the objective (scantron) Tally Sheet and the attached Appendix J3 to the faculty employee and send the originals to the personnel file. The original Student Evaluations Forms, including the Part B responses**,** shall remain sealed in the second envelope, retained in the division office, and returned along with the individual student scantrons to the faculty employee after the end of the quarter.

6.3.3 A student evaluation of a different class or section may be performed in addition to the one mandated by section 6.3 through mutual agreement between the faculty employee and the Dean or appropriate administrator. The evaluation shall be performed in accordance with 6.3.1 or 6.3.2.

6.3.3.1 In the event of a written, non-anonymous complaint lodged by a verified student and pertaining to items in the J1.A, J1.B or J1.C, the Division Dean, appropriate academic administrator, or faculty member may require a J2 student evaluation be performed in the specific course that was the subject of the student complaint. Prior to notification of the faculty member, the administrator shall verify the identity of the student and confirm they are, or were, enrolled in the class in the current quarter. In advance of the student evaluation, the faculty member will be notified by the appropriate administrator of the nature of the complaint that occassioned the student evaluation. After grades have been submitted, the faculty member may request a copy of the student complaint. If a copy is requested, the administrator shall provide it and may redact the name of the student prior to providing the copy to the faculty member.

6.3.4 The faculty employee shall have the right to meet with the Division Dean or appropriate administrator to discuss the results of the student evaluation. At the discretion of the faculty employee, Part B responses may be shared with an administrator, but in no case shall such material become a part of the faculty employee's personnel file.

Peer Evaluation

6.4 In addition to the official administrative evaluation and the student evaluation, each regular and contract faculty employee shall have a peer evaluation conducted by a regular or contract faculty employee at least once every three academic years as provided below:

6.4.1 The faculty member shall select a colleague as a peer evaluator. "Peer" is defined as a District regular or contract faculty member normally in the same or a related discipline.

6.4.2 Peer evaluations shall be completed on the form provided in Appendix J1(A – G) including all required signatures.

6.4.3 The completed and signed Peer Evaluation form shall be promptly placed in the employee's on-campus personnel file, and a copy shall be sent to the faculty employee.

Re-opener

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

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

Purpose and Overview of the Probationary Period

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

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

6A.1.2 Progression in the tenure review process is dependent upon the probationary faculty employee having served a complete Probationary Year for each year of the tenure review process.

6A.1.2.1 A probationary faculty employee shall be deemed to have completed a probationary contract year if they provide service for 75 percent of the academic year.

The definition of service shall include both a "days" and "load" component; that is, the probationary faculty employee must provide service for 75 percent of the contract days and 75 percent of the contract load, per academic year, for the year to count as a Probationary Year

6A.1.2.2 In Year Four, since the Board tenure decisions occur on or about March 15 of the Winter quarter, the provisions described in 6A.1.2.1 above shall be modified as follows: the probationary faculty employee must provide service for 75 percent of the contract days in Fall and Winter quarters, and 75 percent of the normal department load (loaded assignments or hourly assignments as applicable for instructional and non-instructional assignments) in Fall and Winter quarters. In extenuating circumstances related to load, such as class cancellation, program needs, a department pattern of varying load distribution over the three quarters in the academic year,

etc., this 75 percent threshold may be reduced on a case-by-case basis with mutual agreement by the appropriate Vice President and FA.

6A.1.2.3 Leave with pay under the following provisions shall be included in the calculation of service:

a. Personal necessity leave under Article 16.1;
b. Bereavement leave under Article 16.8;
c. Sick leave under Article 16.13;
d. Article 16.12 sick leave used for maternity leave under Article 16.19; and
e. College assigned business leave under Article 16.30.

6A.1.2.4 Paid time off under the following provisions shall be excluded from the calculation of service:

a. Excess sick leave beyond leave accrued under Article 16.13;
b. Donated sick leave under Article 16.20;
c. Additional sick leave with pay granted by the Board under Article 16.21.1;
d. Sick leave transferred in from other qualifying employers under Article 16.21.2;
e. Part-time faculty sick leave credited to a probationary faculty employee under Article 16.21.3; and
f. Other pay types for the following:
    1. Jury duty under Article 16.29; and
    2. Pay under income protection programs, such as extended sick leave under Article 16.22 and 16.23; long-term disability under Article 22.6; and worker's compensation under California law.

While a probationary faculty employee may be eligible for and receive pay as identified above, such paid time shall not apply to the calculation of service toward the attainment of tenure.

6A.1.2.5 Unpaid leave of absence for any reason shall not count towards the calculation of service.

6A.1.2.6 If a probationary faculty employee serves less than 75 percent of an academic year, the year shall be considered a "prob-zero" year and shall not count toward eligibility for tenure. In any case, evaluations performed during a prob-zero year shall be destroyed and not become a part of the employee's tenure file.

6A.1.2.7 When the tenure process is interrupted by a prob-zero year, the tenure review process shall be resumed in the appropriate quarter of the subsequent academic year in which the probationary faculty employee is able to perform services for 75 percent of the academic year. For example, if a probationary faculty employee starts Phase II in spring quarter of 2017 and is unable to perform services for 75 percent of the academic year in 2017-2018, Phase II will resume in Fall quarter of 2018, if the faculty member is able to perform services for 75 percent of the 2018-2019 academic year. The evaluations performed during Spring quarter 2017 shall be used in conjunction with the

evaluations performed during Fall quarter, 2018, and, if any, in Winter quarter 2019 for the Tenure Review Committee's recommendation at the end of Phase II.

Early Declaration of Prob-Zero Year

6A.1.3 When a probationary faculty employee knows in advance of a leave of absence of such duration as to cause the service to the college, in load and/or days, to fall below the seventy-five percent threshold required for the year, that probationary faculty member may request that the year be declared a prob-zero year in advance of the leave.

6A.1.3.1 To request an early declaration of a prob-zero year, the faculty member must submit a letter to the President of the college by November 30 of the academic year. The letter requesting the year be declared a prob-zero year must include the anticipated dates of the leave and the reason(s) for the leave of absence.

6A.1.3.2 The President of the college shall review the request and may consult with the District Office of Human Resources, and/or the Dean or other appropriate administrator(s) regarding the effect of the anticipated leave on the service to the college. The President shall inform the faculty member and the Tenure Review Coordinator, in writing, of the decision regarding an early declaration of a prob-zero year within 10 working days of the request. If the request is approved, all evaluations associated with the tenure process shall be processed in accordance with Article 6A.1.2.6 and 6A.1.2.7.

6A.1.3.3 If after an early declaration of a prob-zero year is granted, the probationary faculty employee actually meets the 75% service threshold (e.g. due to a change in anticipated leave) the year shall remain a prob-zero year.

6A.1.3.4 The request for an early declaration of a prob-zero year does not constitute a leave request nor approval of same. All leave requests shall be made in accordance with Article 16.

Exception to a Prob-Zero Year

6A.1.4 When a probationary faculty member's service to the college falls below the seventy-five percent threshold, there may be reasons for the college to consider the year a complete probationary year. In these cases, the college President may grant an exception to a prob-zero year.

6A.1.4.1 The President shall review the status of each probationary faculty member whose service has fallen or will likely fall below the seventy-five (75) percent threshold, and for whom the current academic year is, or likely will be, a prob-zero year. Prior to the end of the academic year the President shall decide whether granting an exception to the prob-zero year status is appropriate.

For faculty at the end of year two of the four-year probationary period, factors for the President to consider include, but are not limited to: the most recent Tenure Review Committee recommendation to the President and supporting materials, and any evaluations that have occurred during Spring quarter of year two (the first quarter of Phase III).

For faculty at the end of year three of the four-year probationary period, factors for the President to consider include, but are not limited to: all evaluations that have occurred during year three, as well as the number of Phase III evaluations completed to date compared to the number of evaluations required or requested by the committee by the end of Phase III. To determine the likelihood of completion of evaluations by the end of Phase III if an exception to a prob-zero year is granted, the President may consult with the Tenure Review Coordinator or the Chair of the Tenure Review Committee.

For faculty in year four at the end of Phase III of the probationary period, factors for the President to consider include, but are not limited to, the most recent Tenure Review Committee recommendation to the President and all supporting materials.

After reviewing the case of each identified probationary faculty employee, the Board shall notify the probationary faculty employee whether or not an exception to a prob-zero year is granted; i.e., if the year will or will not be counted as a complete probationary year. For faculty in year two or three, notification shall be issued in writing or by District email to the probationary faculty employee by the end of the academic year. For faculty in year four, notification shall be issued in writing or by District email by April 30.

6A.1.4.2 In the event an Exception to a Prob Zero Year is granted, all evaluations conducted during the year shall remain in effect and shall become part of the employee's tenure file.

6A.1.5 Progression in the tenure review process is also dependent upon the probationary faculty employee being evaluated in accordance with probationary faculty employee evaluation procedures and meeting the performance standards required of probationary faculty employees.

6A.1.5.1 The probationary faculty employee must also be evaluated in accordance with the evaluation procedures as established in Article 6A and the Tenure Review Handbook. In circumstances where the Tenure Review Committee determines that paid leave necessitates a departure from the established timelines, the Chair shall make a written request to the President outlining the process deviations and the reason(s) for the request in accordance with Article 6A.15.

6A.1.5.2 Performance standards required of a probationary faculty employee are not reduced or diminished due to absences included in the calculation of service. Further, performance standards are not reduced or diminished due to absences not included in the calculation of service, except that the number of days and percentage of load may be reduced accordingly, not to exceed 25 percent of a full-time assignment.

The reason for the probationary faculty employee's absence shall not be a consideration of the Tenure Review Committee or its deliberations in determining whether the probationary faculty employee met the standards of performance.

6A.1.6 To support the probationary faculty employee throughout the tenure review process, the college provides on-going tenure review workshops, new faculty orientations, and the assistance of the Tenure Review Coordinator (as described in Section 6A.2). In addition, the candidate is encouraged to participate in campus and District programs that promote professional growth and improvement of instruction.

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

Tenure Review Coordinator

6A.2 A Tenure Review Coordinator shall be appointed by the President of each campus with the concurrence of FA and each campus Academic Senate to a three-year renewable term to coordinate all tenure review activities including training and implementation of the District Tenure Review Handbook within the provisions of this Article. In addition, the Tenure Review Coordinator shall assist the candidate in understanding the tenure review process and/or resolving concerns they may have about the procedures or membership of the tenure review committee.

6A.2.1 The Tenure Review Coordinator position shall be a "special assignment" under Article 25.

Tenure Review Committees

6A.3 For each probationary faculty employee, a Tenure Review Committee shall be formed as follows:

6A.3.1 In Phases I and II, the Tenure Review Committee shall consist of five members: the Core Committee (described below) plus the appropriate Vice President, or Associate Vice President as delegated by the Vice President, and a third tenured faculty member from the at-large faculty outside the division. In the event the Vice President delegates Committee representation to an Associate Vice President, the Associate Vice President shall serve on the Committee for the duration of the tenure review process; except that, at the discretion of the

appropriate college Vice President, may resume service in Phase III. Further, the Board shall notify the Faculty Association of such change in appointment to the Tenure Review Committee.

6A.3.1.1 The Core Committee, composed of the Division Dean or appropriate administrator, and two tenured faculty from the division, at least one of whom, whenever possible, shall be from the same department as the probationary faculty employee. Members of the Core Committee shall serve for the duration of the probationary faculty employee's tenure review period unless replaced in accordance with Section 6A.4.6.

6A.3.1.2 Two tenured faculty members (from the department where possible) shall be nominated by the appropriate division faculty and confirmed by the Academic Senate.

The third tenured faculty member from the at-large faculty outside the candidate's division shall be appointed by the Academic Senate.

6A.3.1.3 When a probationary faculty employee has a "split assignment," that is, an assignment in more than one division or program, or an assignment in one division that serves a special student population in another division, the Core Committee shall, whenever possible, have one tenured faculty member from each of the divisions or service areas.

6A.3.1.4 The Chair of the Tenure Review Committee shall be a member of, and elected by, the Core Committee. Tenured faculty members may serve as committee chair but any faculty member who wishes not to serve as chair is free to decline.

6A.3.2 In Phase I, at least three probationary evaluations shall be performed, one by each of the Core Committee members. If the Tenure Review Committee determines that additional probationary evaluations are necessary, the Vice President, or designated Associate Vice President if serving in lieu of, and the at-large faculty member shall each perform a probationary evaluation. At the discretion of the Tenure Review Committee, one or more members of the Core Committee may also perform an additional probationary evaluation.

6A.3.3 In Phase II, each member of the Tenure Review Committee shall perform at least one probationary evaluation.

6A.3.4 In Phase III, the Tenure Review Committee shall be the Core Committee who shall consult with the Vice President, or designated Associate Vice President, throughout the final phase of the tenure review process. The Vice President or designated Associate Vice President may attend meetings and provide input and consultation to the committee, but they shall not be a voting member in the committee's final recommendation.

6A.3.4.1 Each member of the Core Committee shall perform at least one probationary evaluation during Phase III.

6A.3.4.2 Notwithstanding Section 6A.13, the Vice President or designated Associate Vice President may perform a consultative evaluation during Phase III as described in the Tenure Review Handbook. The evaluation may be initiated by the Vice President or designated Vice President, the committee, or the probationary faculty employee.

6A.3.4.3 When the Vice President or designated Associate Vice President performs a consultative evaluation during Phase III, the Core Committee shall elect one of its faculty members to perform a follow-up evaluation that includes the performance area(s) evaluated by the Vice President or designated Associate Vice President. This evaluation shall be performed in addition to the three probationary evaluations required during Phase III.

Responsibilities of Tenure Review Committee Members

6A.4 The following shall apply to all Tenure Review Committee members as described in Section 6A.3:

6A.4.1 In no case shall any member of the Tenure Review Committee also serve as a formal or informal mentor to the probationary faculty employee.

6A.4.2 Tenure Review Committee members shall respect the confidentiality of the tenure review process, with evaluations and the views of members regarded as confidential information.

6A.4.3 Tenure Review Committee members shall maintain objectivity in performing their evaluative responsibilities. To that end, members shall disqualify themselves if they believe they cannot maintain impartiality toward a candidate.

6A.4.3.1 Whenever possible, no more than one faculty member from the candidate's hiring committee shall serve on the tenure review committee.

6A.4.3.2 Every effort shall be made to create tenure review committee membership with representation from different ideologies or pedagogies in the discipline.

6A.4.3.3 All committee members shall respect the academic freedom of the candidate to employ pedagogy or methodology appropriate to the discipline but which differs from the instructional practices of the individual committee members.

6A.4.4 Tenure Review Committee members shall not delegate their evaluation responsibilities, including the distribution and tabulation of student evaluations, to any other employee.

6A.4.5 Before beginning their evaluation duties, all Tenure Review Committee members shall have completed an in-service training session specifically designed to 1) familiarize them with timelines and procedures; 2) emphasize the constructive nature of the tenure review process; 3) review the academic freedom rights and responsibilities of the probationary faculty employee; 4) define cultural humility and increase awareness of the behaviors and attitudes that support faculty diversity; and, 5) enable members to identify and consider their biases.

6A.4.5.1 Whenever substantive changes occur in Article 6A and/or the Tenure Review Handbook, Tenure Review Committee members shall complete an in-service training session.

6A.4.6 When extenuating circumstances (such as Professional Development Leave, long-term sick leave, scheduling conflicts, retirement, etc.) arise, the committee member shall, whenever possible, serve until the end of a phase and then be replaced.

6A.4.6.1 Faculty replacements shall be nominated by the appropriate division faculty and confirmed by the campus Academic Senate.

6A.4.6.2 Administrative replacements shall be appointed by the President.

Completion of Service on a Tenure Review Committee

6A.4.7 Faculty members who serve as members of a Tenure Review Committee shall receive one quarter unit of professional growth activity and a Tenure Review Committee Chair shall receive two quarter units of professional growth activity for the completion of regular and continuous service in each designated phase of the tenure review process as defined in the Tenure Review Handbook. These units of professional growth activities shall be applicable under Article 38.4.3 and/or Professional Growth Activity 1.3 of Appendices A and B of this *Agreement*. Alternatively, instead of receiving professional growth activity units, the faculty member may use tenure review committee service as college service for the Professional Achievement Award under Article 38.5.

6A.4.7.1 In order to receive the appropriate professional growth unit(s) for the designated phase, the faculty member shall complete in a timely manner all evaluation duties delegated to them by the Tenure Review Committee. Failure to provide completed evaluation documents in accordance with the established timelines may result in loss of unit credit.

6A.4.7.2 If the Tenure Review Coordinator is concerned about a Tenure Review Committee member's performance of their committee responsibilities in a timely manner, the Tenure Review Coordinator shall request to meet with the committee member in an attempt to resolve the issue. If

necessary, the Tenure Review Coordinator may consult with the committee member's Dean or administrative supervisor, who may remove the member from the Committee if, in their professional judgment, the committee member's continuation could seriously impair the tenure review process. In such a case, the Tenure Review Coordinator shall seek a replacement on the committee as provided by Section 6A.4.6.1 or Section 6A.4.6.2, as appropriate.

6A.4.7.2.1 The Tenure Review Coordinator, along with the committee member's Dean and/or other appropriate administrator(s), may further decide that the committee member be disallowed from service on any tenure review committees for up to three years.

6A.5 The Tenure Review Committee Chair shall be responsible for calling meetings, coordinating activities of the committee, representing the committee to the Tenure Review Coordinator and any management employees, and other officially designated duties.

6A.6 At the end of each phase, the Tenure Review Coordinator shall consult with the Chair of each Tenure Review Committee and compile a list of faculty members who completed their committee responsibilities in a timely manner. The Tenure Review Coordinator will then provide documentation for each committee member to use as proof of PGA or college service for PAA.

6A.6.1 If a committee member does not complete their committee responsibilities in a timely manner, the Coordinator will discuss the circumstances with the faculty member and consult with the appropriate Vice President. The faculty member may be denied PGA/service credit for the phase and/or may be removed from their current committee in accordance with Article 6A.4.7.1 and 6A.4.7.2

Evaluation Criteria Used by the Tenure Review Committee

6A.7 Criteria to be considered in the official evaluation and tenure review of probationary faculty have been developed by District faculty and administrators. These criteria, which serve as standards for the evaluation itself, are elaborated in the Tenure Review Handbook. These criteria shall include:

6A.7.1 Performance in classroom teaching or in the fulfillment of other primary responsibilities specifically listed in the employment job description;

6A.7.2 Demonstration of respect for students' rights and support of student success;

6A.7.3 Demonstration of respect for colleagues and the teaching profession;

6A.7.4 Professional contributions; and,

6A.7.5 Professional growth activities. (Requirements for step advancement are specified under "Professional Growth Activities" in Appendix A of this *Agreement*.)

6A.8 Criteria not included in Section 6A.6 shall not be used in the evaluation process nor be a part of the Tenure Review Committee's recommendations unless such exceptional criteria have been discussed with and agreed upon in writing by the probationary faculty employee.

6A.8.1 The use of these exceptional criteria in the evaluation process shall be determined by the peculiar situation or demands related to the probationary faculty employee's primary assignment.

6A.8.2 The appropriate Vice President or Dean shall inform the Tenure Review Committee and the probationary faculty employee of any program requirements or standards related to the probationary faculty employee's assignment(s).

6A.9 The evaluation may be based upon information obtained through the use of videotape or other recording devices only with the written permission of the probationary faculty employee.

6A.10 No anonymous letters or material shall be used in the tenure review process in any form nor shall such materials be referenced in any evaluation or Tenure Review Committee records.

6A.11 No evaluation shall be based upon information unrelated to the probationary faculty employee's performance as specified in Sections 6A.6 and 6A.7. All evaluation materials shall be in writing and shown to the probationary faculty employee, who has the option of signing or not signing the material. If the employee chooses not to sign the material, the decision shall be so noted and dated by the evaluator.

6A.12 The private life of a probationary faculty employee, including religious, political, and organizational affiliations, or sexual orientation, shall not be a part of the probationary faculty employee's evaluation and tenure review process in any manner whatsoever.

Evaluation of Probationary Faculty Employees

6A.13 The evaluation of probationary (contract) faculty employees shall be performed by the Tenure Review Committee and shall take place according to the provisions and timelines contained in this article and as elaborated in the District Tenure Review Handbook, a copy of which shall be given to each employee upon their employment in the District.

6A.13.1 Any changes in the District Tenure Review Handbook shall be subject to the negotiations process. The probationary faculty employee's tenure review process shall be governed by Article 6A and the District Tenure Review Handbook current at the time of their hire, unless otherwise negotiated. If such a negotiated change occurs, all affected probationary faculty employees, tenure review committee members, the Tenure Review Coordinator**s**, the Academic Senate Presidents, and senior administrators involved in the tenure review

process shall be notified of an applicable change and the way in which it will be implemented.

6A.13.2 Probationary evaluations by committee members shall be performed and recorded on the "Administrative and Peer Evaluation Form for Faculty" (Appendix J1 of the *Agreement*) in accordance with the timelines established in the Tenure Review Handbook for each phase of the tenure review process. The duration of the evaluation shall be in accordance with Article 6.2.4.4.

6A.13.3 Student evaluations shall be performed and recorded on the "Student Evaluation Form" (Appendix J2 of the *Agreement*).

6A.13.3.1 The Student Evaluation Form shall be distributed and collected by a member of the Tenure Review Committee and completed in the absence of the faculty candidate. The committee member shall process the responses to "Part A" of the Student Evaluation Form, attach the scantron Tally Sheet to Appendix J3, complete and sign J3, and give these materials (normally within five school days following administration of the J2) to the chair of the committee who shall meet with the committee and the candidate to review the results.

6A.13.3.2 "Part B" of the Student Evaluation Form shall be given to the chair of the committee. The Part B responses shall be reviewed by the members of the Tenure Review Committee and by the candidate after submission of final grades for the quarter. In no case shall such materials become part of the written reports and recommendations of the committee.

6A.13.3.3 After the committee and candidate review the Part A and Part B responses, the original student scantrons and narratives shall be given to the candidate.

6A.13.3.4 The number and timing of student evaluations for each phase in the tenure review process is described in the Tenure Review Handbook.

6A.13.3.5 A probationary evaluation and a student evaluation shall not be performed at the same time, i.e., on the same day and during the same academic hour(s).

6A.13.3.6A Tenure Review Committee member responsible for performing both a probationary evaluation and a student evaluation during the same quarter shall provide the completed probationary evaluation to the candidate before conducting the student evaluation.

6A.13.4 Administrators, faculty or staff members with first-hand knowledge of a probationary faculty employee's professional performance may voluntarily share that knowledge with the Committee in person or through a signed statement, but such information shall not be construed as an official evaluation of the employee nor become part of the employee's personnel file. When such information is provided, the committee shall determine whether it is timely, relevant, valid, and substantive, and decide whether to pursue corroborative investigation through first-hand evaluation by one or more committee members.

Schedule of Evaluation Activities and Timelines

6A.14 The Schedule of Activities and Timelines within which the evaluation and tenure review process shall occur are delineated in the Tenure Review Handbook. While these timelines are not meant to be understood or interpreted as rigid and absolute, they are essential to a fair, professional, and objectively administered process.

6A.14.1 To provide needed flexibility, the written timelines shall be adhered to within a period of five working days before and five working days after the stated times and dates, except for the conditions specified in Section 6A.15.

6A.15 The Tenure Review Committee shall meet with the probationary faculty employee to review the criteria and performance areas that will be evaluated, including any program requirements and external standards related to the probationary faculty employee's assignment(s). The Tenure Review Committee Chair, as specified in Section 6A.5, shall be responsible for the construction of a written schedule of meetings and evaluative activities so as to conform to Sections 6A.13 and 6A.13.1. A copy of this schedule shall be delivered to the probationary faculty employee, the committee members, and the Tenure Review Coordinator within five working days of the committee's first meeting with the probationary faculty employee.

6A.15.1 When a probationary faculty employee has a "dual assignment" that is a primary assignment for instruction, counseling, or learning resources that also includes program coordination or direction, program responsibilities shall be evaluated by at least one administrator and one faculty member of the committee during each phase of the tenure review process.

6A.16 In the event of unusual or unforeseen circumstances that might cause the Tenure Review Committee to be unable to adhere to the timeline schedule as specified in Section 6A.14.1, the committee, on the basis of a majority vote, may make a request to alter the timelines. The Tenure Review Committee Chair, after informing the probationary faculty employee, shall submit a written request to change the timeline schedule, along with the probationary faculty employee's comments, if any, to the President or designee and to the Tenure Review Coordinator, outlining the reasons and conditions for the request. The President or designee shall respond to the chair's request within two working days stating reasons for either granting or denying the request. A copy of this written response shall be delivered to the probationary faculty employee.

Changes to membership of Tenure Review Committee

6A.17 In the event that member(s) of the tenure committee change mid-phase, each new member of the core committee shall conduct a J1 evaluation prior to the end of the phase and before signing a recommendation for continued employment, as described in 6A.23. A new Vice President or a new at-large member shall use their professional judgment regarding completion of a J1 evaluation prior to the end of the phase. Nevertheless, in the case of a recommendation not to continue employment, the new Vice President and/or new at-large member shall, whenever possible, conduct a J1 evaluation prior to signing the recommendation.

Tenure Review Due Process Panel

6A.18 A Tenure Review Due Process pool shall be formed during the Spring Quarter of each academic year for the following academic year. FA and the Academic Senate shall each appoint two tenured college faculty members, and the President shall appoint two college administrators to the pool. Each college pool shall then elect its own chair. Each member of the pool shall complete the Tenure Review Committee in-service training described in Section 6A.4.5 before serving on a due process panel.

6A.19 From each college pool, as specified in Section 6A.17, a three-member Due Process Panel consisting of one representative from each of the three units shall be appointed by the chair to serve as a hearing body. When appropriate, the chair may serve as one of the three members of the panel. The Due Process Panel shall exist to act as a hearing body in the event that a probationary faculty employee, a Tenure Review Committee member, the Tenure Review Coordinator, or other staff member alleges that a due process complaint should be filed. A complaint may be so filed if it alleges that:

6A.19.1 A probationary faculty employee is being subjected to biased treatment during the tenure review process; or

6A.19.2 Board policy and/or the process/ timelines established in the Handbook are not being followed.

6A.19.3 Prior to invoking the due process procedure, complainants shall make a good faith effort to resolve issues within the committee or with the assistance of the committee chair and the Tenure Review Coordinator.

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

6A.20 Due process complaints shall be filed in writing with the Tenure Review Coordinator of the respective college. The Tenure Review Coordinator shall immediately notify the panel chair and the President or designee.

6A.20.1 If the Tenure Review Coordinator is part of the complaint, the complaint shall be filed directly with the panel chair who shall then notify the President.

6A.20.2 Due process complaints shall be filed before the end of the fourth week of the Winter Quarter of the academic year. During the fourth academic year, Phase III due process complaints shall be filed by the fourth week of the Fall Quarter. If an untimely complaint is raised, the person filing the complaint shall demonstrate why they could not have discovered the alleged violation in a timely manner. The panel shall then make the decision whether to act on the complaint or reject it as untimely.

6A.21 The college due process chair shall direct the three-member Due Process Panel as specified in Section 6A.17 to act on the complaint. The party filing the complaint shall provide the Due Process Panel with a written statement specifying the alleged bias or procedural violation. The Due Process Panel shall examine the complaint(s), meet with members of the Tenure Review Committee and others deemed necessary, and confer with the respective probationary faculty employee. The Due Process Panel shall not be required to conduct a "trial-type" evidentiary hearing.

6A.21.1 All discussions and deliberations shall be held in strict confidence. Information in writing or otherwise regarding an issue brought before the Due Process Panel should not be shared with anyone not directly involved in the process. Decisions to include others on a need-to-know basis shall be made by the panel. No unsigned material shall be considered. Any person against whom allegations are made within the due process procedure has a right to examine the allegation and to respond accordingly.

6A.22 The Due Process Panel shall, within 15 working days following the filing of a complaint as specified in Section 6A.20, render its findings and recommendations in a written report to the President with copies to the probationary faculty employee, the Tenure Review Committee Chair, the Tenure Review Coordinator, and the faculty member(s) and/or administrator(s) named in the complaint.

6A.22.1 If the panel unanimously finds the complaint to be valid, the President shall, in a timely manner, direct the implementation of the recommendations contained in the report to the extent permitted by law. If the recommendations are inconsistent with any legal statutes or regulations the President shall provide both the panel and the Faculty Association with a rationale for not implementing the recommendations and shall work with the panel to reach acceptable recommendations.

6A.22.2 If the panel's recommendation is not unanimous, it shall separately state a recommendation by the majority and by the minority and be signed by the respective Panel members. After conferring with the panel, the President shall make and implement the final decision. The complaint(s) and the findings and recommendations of the panel shall be forwarded to the Board itself if the President makes a

recommendation not to continue employment of the respective probationary faculty employee.

6A.22.3 If the Due Process Panel, in accordance with Section 6A.21.1, or the President, in accordance with Section 6A.21.2, determines that a member be removed from the Tenure Review Committee, a replacement shall be selected in accordance with Section 6A.4.6.1 or 6A.4.6.2, as appropriate.

Recommendation for Continued Employment of Probationary Faculty Employee

6A.23 The Tenure Review Committee shall make its recommendation regarding the continued employment of the respective probationary faculty employee to the President of the college and all materials involved in this recommendation, pursuant to this article, shall be in writing. The Committee shall make its recommendation based on the Appendix J1 and J2 evaluations, written criteria known to the candidate in accordance with section 6A.7, and performance areas identified to the candidate as needing improvement.

6A.23.1 The Committee recommendation, if not unanimous, shall separately state a recommendation by the majority and by the minority and be signed by the respective committee members.

6A.23.2 In recommending a probationary faculty employee for continued employment, the President may submit a summary paragraph of the probationary faculty employee's performance with the written recommendation.

6A.23.3 In the event that the President recommends to not continue employment, all written materials provided to the President together with the President's written recommendation, and any materials produced under Section 6A.20, shall be presented to the Board for its final action. A copy of all of these materials shall be given to the employee at least one week prior to their presentation to the Board.

6A.24 After the Board has acted, all materials presented to the President by the Tenure Review Committee and any other official evaluations on file with the Tenure Review Coordinator shall be placed in the employee's personnel file. All other materials produced during the Tenure Review process shall be given to the faculty employee except that the originator of a material may keep a copy of that material.

Resignation and Grievance Rights

6A.25 In the event that a probationary faculty employee resigns before the tenure review materials are submitted to the Board, the only material to be placed in the employee's personnel file shall be the administrative evaluation(s).

6A.26 Other than section 6A.17, nothing in this article shall limit the probationary faculty employee's right to grievance under Article 5.

Re-opener

6A.27 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 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, l988 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 $50 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

Article 8
PERSONNEL FILES

Inspection

8.1 Every faculty employee shall have the right, at reasonable times, to inspect any employment record retained in the personnel files of the District that may serve as a basis for affecting the status of the employee's faculty employment. For the purposes of this article, an "employment record" is any record that:

8.1.1 Pertains directly to the employment relationship between the faculty employee and the Board;

8.1.2 Is retained by the District in the faculty employee's on-campus personnel file; for the purposes of this *Agreement*, "on-campus personnel file" means the personnel file located on the faculty employee's assigned campus in which the employee's official evaluations are kept. If a faculty employee is assigned to both campuses, they may have one on-campus personnel file on each campus; and

8.1.3 Is accessible by the employee's name or other means of individual identification such as social security number. Information from the employment records of a faculty employee shall not be released without the consent of the faculty employee unless the release is compelled by law or by a judicial order or lawfully issued subpoena. Nothing in this section shall prohibit inspection of employment records by officials of the District or of the State who have legitimate business interests that justify the inspection. All written material that may serve as a basis for a faculty employee's suspension, dismissal or reprimand shall be kept in the employee's on-campus personnel file.

Contents

8.2 Notwithstanding anything in Section 8.1 to the contrary, the Board may retain as confidential all pre-employment material. For the purposes of this section, pre-employment material means all material obtained or prepared before the employment of the person involved, or while the employee was an applicant or candidate for another position. Such material includes, but is not limited to, confidential letters of recommendation, notes of pre-employment interviews, and the like.

8.3 Only information and statements related to a faculty employee's assigned duties or professional responsibilities shall be placed in the employee's on-campus personnel file.

8.4 No anonymous material shall become a part of a faculty employee's employment records without the consent of the faculty employee. Material is anonymous if the name of the source of the material is not disclosed to the faculty employee.

8.5 In accordance with Ed Code 87031, information that may be construed as derogatory shall not be entered into the personnel file until the faculty employee is given notice in writing and an opportunity to review and comment thereon. Furthermore, the administrator approving any addition shall sign it. The faculty employee shall have the opportunity to consult with an FA Conciliator. Irrespective

of notice that may be contained in the document itself, the College, typically the Campus Personnel Office, shall issue separate notice in writing, with an electronic copy sent via District email. The faculty employee shall have ten (10) school days from receipt of the notification from the College to respond and an additional ten (10) school days upon written request to District Office of Human Resources. A faculty response provided within these timelines shall be attached to the negative material before it is entered into the file. The material shall be entered into the file when the response is received or at the end of the timeline established above, whichever is earlier.

8.5.1 In cases where the material entered into the personnel file is contested under Article 5, the material shall remain in the file unless otherwise resolved through the conciliation and/or grievance process in accordance with Article 5 procedures and timelines.

8.6 The Board shall not dismiss, suspend, or reprimand a faculty employee on the basis of written material not contained in the employee's on-campus personnel file.

Request for Correction of the Employment Record

8.7 If a faculty employee believes that any employment record or any portion thereof is not accurate, relevant, timely, or complete, the faculty employee may request correction of the record or deletion of the offending portion, or both. A request for correction of the record shall be made in writing and shall include a statement of the corrections and deletions that the faculty employee believes are necessary and the reasons therefore. The request shall be addressed to the President and shall become part of the faculty employee's employment record unless the request is granted, in which case it shall become a part of the employee's record at the employee's option.

8.8 Within 10 working days of the receipt of a request under Section 8.7, unless mutually agreed otherwise, the President of the college shall either accede to or deny the faculty employee's request. If the request is denied, the President shall state the reasons for the denial in a letter that shall become part of the faculty employee's employment record.

Right to Respond at Any Time

8.9 In addition to the right to respond to negative material as provided in Section 8.5 and the right to request correction or deletion of a record as provided in Section 8.7, each faculty employee shall have the right to include a relevant response to any negative material in their on-campus personnel file at any time.

Article 9
LOAD AND CLASS SIZE

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

Definition of Load

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

9.3 Unless amended by this *Agreement* or a previous agreement between the Board and FA, current administrative policies, written procedures, and practices pertaining to load shall be those in effect on September 22, 2016.

9.3.1 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.

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

Class Size

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

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

9.4.2 In order that class size may be accurately determined, each employee shall immediately drop from their class any student who is a No Show.

9.4.2.1 For face to face and hybrid courses, a No Show is any student who does not attend the first meeting of the class

and has not informed the instructor, in writing, of their absence prior to the first class meeting. A student who notifies the instructor of an absence for the first class meeting and does not attend the second class meeting shall immediately be dropped from the class. Within one school day, the faculty employee shall drop via the District Portal all No Show students.

9.4.2.2 For online classes, a No Show is any student who has not participated in the course during the first week of the class. Participation is defined as completion of an academically related activity. For example, if the start date of a course is Monday, the student is a No Show if they have not participated in the course by 11:59 p.m. Friday. Within one school day, the faculty employee shall drop via the District Portal all No Show students.

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

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

Preparations

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

Changes in Load

9.6 Notwithstanding any other provision of this article, no policy, procedure, or practice pertaining to load, as defined in 9.2, shall prohibit changes in load within a division as long as the changes are required by curriculum adjustments that have been approved by the faculty of the division and the appropriate college curriculum committee. All such changes shall conform to the Load Table dated August 3, 2016.

Special Project Classes

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

Re-opener

The parties acknowledge they have a mutual interest in addressing load and class size inconsistencies and agree to work together on a Joint Task Force for the purpose of reviewing and developing recommendations for load assignments and class size changes.

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 10
HOURS AND SCHEDULING

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

Work Periods

10.2 The normal academic workweek begins at 7:30 a.m. on Monday and ends at 5:30 p.m. Pacific Time on Friday of any week of instruction in the regular academic year. The normal academic workday means the period of time between 7:30 a.m. and 5:30 p.m. Pacific Time.

10.3 The regular academic year means the period of time from the beginning of the Fall quarter to the end of the Spring quarter, excluding intersessions, as specified in the academic calendar incorporated in Article 27 (Calendar).

Work Schedule

10.4 A faculty employee's schedule shall normally be established by mutual agreement between the employee and their Division Dean or appropriate administrator. The scheduling process shall ensure that each faculty employee is assigned a schedule of duties in a reasonable manner that provides for the efficient operation of the District's educational program, with due attention to the convenience and welfare of faculty. Past practice of the District with regard to hours and scheduling shall be maintained. Contract and regular faculty employees shall be assigned first, followed by Article 19 faculty, and then Article 7 faculty. This shall mean that contract and regular faculty employees shall be given preference in the assignment of day classes and, if requested by a faculty employee, in the assignment of evening classes.

10.4.1 Normally, all contract and regular faculty shall work part of their weekly load on campus each quarter.

10.4.1.1 If a department schedule allows for one or more faculty to be scheduled exclusively online in a given quarter, then assignment to a full load online shall be rotated among qualified and interested faculty on a quarterly basis. An exclusively online schedule does not exempt a faculty member from on-site attendance at meetings or activities associated with Article 10.8 or 10.10.

10.4.2 By the fourth week of each quarter, each college shall provide FA a list of all regular and contract faculty with no scheduled weekly on-campus hours (instructional or non-instructional duties).

10.4.3 Assignment to full annual load online shall be determined on a case-by-case basis. When a request for full annual load online is made, the division dean or appropriate administrator shall forward the request, and make a recommendation, to the area Vice President who, in consultation with the Vice Chancellor of Human Resources, shall approve or deny the request. Except when extenuating circumstances exist and are

approved by the college President and the Vice Chancellor of Human Resources, no contract or regular faculty shall teach full annual load online in consecutive academic years.

10.5 Notwithstanding Section 10.4, the Board retains the discretion to assign a faculty employee to a schedule of duties necessary to meet the needs of the District that may include extending their work day beyond the normal academic work day. Such assignments shall not be made in an arbitrary, capricious or discriminatory manner and shall, to the extent practical, be rotated among faculty employees on a quarterly basis if the assignment must continue in subsequent quarters.

10.6 If the assignments that make up a faculty employee's full-time load include an assignment that is outside of the normal academic work day the employee shall not for that reason be denied a part-time assignment if they are entitled to such an assignment in accordance with Article 7 and is able to accept the assignment.

10.7 Faculty members shall teach their classes in the assigned modality, time, days and rooms as specified in the published schedule. Any exceptions shall be approved by the administration.

Primary Duties and Professional Responsibilities and Contributions

10.8 Each faculty employee shall meet, on time and regularly, all their assigned duties. Depending on the nature of the employee's position, faculty primary duties include instructional assignments, librarian and counselor assignments, resource faculty assignments, on-going preparation, for such assignments, and evaluation and assessment of student work. When a part of the faculty employee's current official job description, primary duties may also include coordinating instructional or student services programs, advising student organizations, and assisting in the conduct of student performances and events. Responsibility for office hours is specified in Section 10.9, required attendance at department/division meetings is specified in Section 10.10, and responsibility for submitting grades is specified in Appendix Q. Faculty attendance at graduation is addressed in the "Commencement Exercises" Memorandum of Understanding which is included as part of this *Agreement.*

10.8.1 The effective operation of the college, the philosophy of participatory governance, the demands of the discipline, and the provisions of the *Agreement* depend upon the professional contributions of regular and contract faculty. Faculty ordinarily contribute professionally to the District in one or more of the following areas, including but not limited to: research, creative activity (such as artistic performance, authorship, or the development of new learning materials), new curriculum development, special projects, division/department committees and task forces, institution-wide meetings and committees, hiring and tenure review committees, peer and student evaluation of other faculty employees, participatory governance, Faculty Association, Academic Senates, student activities, community outreach and relevant state, national or professional organizations. Faculty employees shall use their own professional judgment in determining the nature of their professional contributions in order to meet the minimum requirements as listed on Appendix I.

10.8.2 Professional responsibilities as described in section 10.8.1 shall be assessed on the official administrative evaluation, Appendix J1(A-G).Faculty failure to participate in activities specified in section 10.8.1 shall not, in and of itself, be cause for any disciplinary action against a faculty employee. However, step advancement on the salary schedule is contingent upon meeting the requirements as described in Appendix I and Appendix A – Step Advancement.

10.8.3 In confirmation of the discussions pertinent to the amendments to this article, and specifically to the provisions of Section 10.8, the parties agree that the District has no intent to limit the ability of the Faculty Association or its members to engage in a legally protected work-to-rule job action, and that the language of Section 10.8 shall not be used to adversely affect a faculty employee or penalize the Association for participation in such an action.

Office Hours

10.9 Each faculty employee shall establish and maintain a regular schedule of office hours and/or planned method(s) of student consultation. For teaching faculty, at least four office hours shall be scheduled per week. Faculty employees whose load is distributed between teaching and other duties shall have their office hours obligation proportionally reduced. The faculty employee and the Division Dean or appropriate administrator shall mutually agree on the schedule and/or planned methods as follows.

10.9.1 Normally, office hours are held on days during which a teaching assignment is scheduled for that employee unless the faculty employee and their Division Dean or appropriate administrator mutually agree on another schedule; office hours can be on campus "physical presence" or synchronously online. Faculty shall use professional discretion in determining the appropriate time and synchronous method of contact. Faculty shall notify the division office of their office hour schedule and on-campus location or alternative synchronous method of contact.

10.9.1.1 Synchronous office hours may occur in person on campus or via 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.

10.9.1.2 Faculty shall specify the time(s) and method(s) for conducting office hours in their course description (i.e., syllabus).

10.9.1.3 When requested by a current student or at the request of the dean, in order to address a student concern or problem, each faculty employee shall meet that student in person on campus at a mutually agreeable time.

Required Meetings

10.10 No faculty employee, excluding counselors, librarians and other faculty employees with similar schedules, shall be required by the Board to attend more than a combined total of ten department and division meetings (not counting flex day activities) during an academic year. To the extent practicable, a standard day of the

week and time of day for required department and division meetings shall be established at the beginning of each quarter. Furthermore, unless unusual circumstances dictate otherwise, no less than a ten-day notice shall be given of required meetings. Faculty shall not be required to attend department, division, or committee meetings during final exam week.

Student Learning Outcomes and Service Area Outcomes

10.11 Regular and contract faculty shall participate in the SLO/SAO process, including providing students access to SLOs and assessing and documenting evidence, as needed by the department.

Annual Contracts

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

Service beyond the Regular Academic Year

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

10.13.1 The Board recognizes that the scheduling of services beyond the academic year or during an academic recess, while providing a level of services not otherwise available, reduces those services during the regular academic year.

10.13.2 Any faculty employee who is required to perform services beyond their ten-month, eleven-month, or twelve-month employment status shall receive either additional salary at the rate of 2.5 percent of annual pay for each week of additional service required or one day of compensatory time off for each day of such service. If compensatory time is used, it shall be scheduled through mutual agreement when the alternate schedule is assigned.

10.13.3 The inclusion in 10.11 of any faculty employees in addition to those defined above shall be determined through the negotiation process.

Not-In-Paid Status Adjustments

10.14 Any faculty employee who is not in paid status for the full term of their annual contract shall have their full annual pay adjusted as follows:

10.14.1 For ten-month (175 day) faculty employees, the full annual salary shall be reduced by 1/175th for each day not in paid status.

10.14.2 For eleven-month (195 day) faculty employees, the full annual salary shall be reduced by 1/195th for each day not in paid status.

10.14.3 For twelve-month (215 day) faculty employees, the full annual salary shall be reduced by 1/215th for each day not in paid status.

Article 11
CLASS CANCELLATION

11.1 Notwithstanding Article 10 (Hours and Scheduling), if during any particular quarter a full-time contract or regular teaching faculty employee's assignment is less than a full load because of a class cancellation due to low enrollment or attendance, the employee shall assume a replacement assignment during the year to complete their load. The faculty employee and the appropriate administrator shall meet to mutually agree on assignment(s) to complete the load in accordance with the provisions specified below.

11.1.1 Whenever practicable, the replacement assignment shall occur during the same quarter as the cancelled class.

11.1.2 If necessary, a replacement assignment may be scheduled outside the normal academic workday.

11.1.3 For faculty employees also assigned under Article 7: In Fall quarter only, a faculty employee shall have the option of accepting a replacement assignment or converting an Article 7 assignment to load. In Winter quarter, an Article 7 assignment shall be converted to a replacement assignment for load unless mutually agreed otherwise. If, in Spring quarter no replacement assignment is available, an Article 7 assignment shall be converted to complete full annual load.

11.2 Any contract or regular faculty employee whose assignment is less than a full load because of a class cancellation due to low enrollment shall be required to make up the cancelled assignment no later than the end of the regular academic year as defined in Article 10.3. In no event shall an employee whose assignment is less than a full load be required to take an assignment during summer session or any other intersession to complete a full load. Furthermore, no faculty employee shall be required to perform services outside the workweek or on more than five days during any calendar week.

11.3 Before canceling any assignment, the Board shall seriously consider the possibility of allowing the assignment to continue and shall instruct its agents to refrain from canceling assignments prematurely. The Board shall not cancel a class for low enrollment unless the number of students enrolled before the beginning of a quarter is less than the minimum class size established for that class on November 23, 1977. If a class is not cancelled for low enrollment before the beginning of a quarter, the Board shall not cancel the class for low attendance unless the number of students actually attending at any time either during the first two meetings of the class or during the first full week of the class, whichever is later, is less than the minimum class size established for the class on November 23, 1977.

Article 12
REASSIGNMENT

12.1 This article applies to regular and contract faculty employees with the exception of probationary faculty employees who are covered under Section 12.4 and 12.5 only. For the purposes of this article, "contract faculty employee" shall be limited in meaning to "grant-funded faculty employee." A faculty employee may be reassigned to perform duties in any discipline in which the employee:

12.1.1 Meets the statewide minimum qualifications or equivalency; or

12.1.2 Holds a valid California credential specifically listing the subject matter area to which the faculty employee is being reassigned.

12.2 For purposes of this *Agreement,* a "reassignment" is a change in discipline within the employee's current campus. "Campus" means a college or the District Office.

12.3 A contract or regular faculty employee may initiate a full or partial reassignment to a discipline other than the employee's current discipline by filing a written request for reassignment, along with a statement of eligibility consistent with the provisions of Section 12.1, directly to the area Vice President of the college. The request may be for a posted position or for reassignment outside a recruitment process. For an open posted position, the request for reassignment must be submitted within two (2) weeks following the first date of the posting of the position. For a reassignment outside a recruitment process, the request for reassignment may be made at any time during the academic year. A request for reassignment to a vacant position shall specify the position to which the faculty employee seeks reassignment. A request for reassignment outside a recruitment process shall specify the discipline to which the faculty employee seeks reassignment.

Upon receipt of a request for reassignment and statement of eligibility, the Vice President and the Dean of the division or program where the position resides shall discuss the reassignment in consultation, to the extent practicable, with a faculty representative of the discipline or program. The Vice President and Dean shall then discuss the request with the contract or regular faculty and forward a recommendation to the President.

12.3.1 For reassignment to an open posted position:

12.3.1.1 The Vice President and Dean shall meet with the contract or regular faculty employee within two (2) weeks of receipt of the request and shall forward a recommendation to the President, unless the President or designee requests an extension or is unavailable to respond.

12.3.1.2 A decision regarding reassignment shall be made before the search committee reviews applications resulting from the posting. If the faculty employee is accepted for reassignment, the faculty employee shall be reassigned to that discipline and any existing recruitment for that position shall be closed and cancelled.

12.3.2 For reassignment outside a recruitment process:

12.3.2.1 Within two (2) weeks of receipt of the request the Vice President shall contact the faculty employee to schedule a meeting to discuss the request and the basis for the faculty employee's interest in reassignment.

12.3.2.2. The faculty employee and division dean shall be notified of the decision regarding the request for reassignment. If the faculty employee's request is approved, the faculty employee shall be reassigned to that discipline.

Upon approval, the effective date of reassignment to an open posted position or reassignment outside a recruitment process shall be by mutual agreement but normally not later than the beginning of the next academic year.

If the administration denies the faculty employee's reassignment request, the faculty employee may request to discuss the denial with the supervising administrator(s) and/or President.

A faculty employee may apply for any posted position as an applicant and be considered for the position in accordance with the recruitment process.

12.4 The Board may assign a faculty employee to a discipline other than the employee's current discipline consistent with the terms of Section 12.1, provided that such reassignment shall be made only with their consent and the concurrence of a representative of FA, a representative of the division or program to which they may be assigned, and a representative of the Board. A faculty representative of the division or program shall normally be consulted regarding the proposed reassignment.

12.5 Notwithstanding Section 12.4, the Board may, after consulting with FA, reassign a faculty employee if such a reassignment is necessary to (1) complete an employee's full, annual load or (2) to meet the program or staffing needs of the District which may include, but are not limited to, filling a vacant position either permanently or temporarily with a qualified replacement or resolving a persistent personnel conflict. No reassignment shall be made arbitrarily or capriciously for punitive reasons.

Article 13
TRANSFER

13.1 For the purposes of this *Agreement* a "transfer" is any relocation of a contract or regular faculty employee from the administrative jurisdiction of one campus to the administrative jurisdiction of another campus. "Campus" means a college or the District Office.

13.2 A contract or regular faculty employee may request a transfer by filing a written request to transfer directly to the President of the College to which the employee wishes to transfer within 2 weeks following the first date of posting of the position for recruitment. The request to transfer shall specify the position to which they wish to transfer. Upon receipt of a request for transfer, the President or designee shall discuss the transfer with the contract or regular faculty employee within two (2) weeks of receipt of the request unless the President or designee requests an extension or is unavailable to respond. In either case, the President or designee shall make a decision before the search committee conducts review of applications resulting from the posting. If the faculty employee is accepted by the campus to which transfer is requested, they shall be transferred to that campus and the recruitment for that position shall be closed and cancelled. If the faculty employee's transfer request is not accepted, upon request they may discuss the denial with the supervising administrator and President. The faculty employee may at any time apply for the position as an applicant and be considered for assignment in accordance with the search committee process.

13.3 The Board may, after consulting with FA, transfer a contract or regular faculty employee if such a transfer is necessary (1) to complete an employee's full, annual load or (2) to avoid layoffs under reduction in force conditions or (3) to meet the program or staffing needs of the District which may include, but are not limited to, filling a vacant position either permanently or temporarily with a qualified replacement or resolving a persistent personnel conflict. Adequate notice of the transfer shall be given to the faculty employee involved and, if the faculty employee requests an explanation of the reasons for the transfer, they shall be given an explanation in writing. No such transfer shall be effected for punitive reasons, and no such transfer shall be effected arbitrarily or capriciously.

13.4 If a contract or regular faculty employee is required to provide services at both campuses during any day in order to complete a full annual load or to avoid layoffs under reduction in force conditions, the Board shall reimburse the employee for mileage according to the provisions of Article 14 (Travel Expenses). As specified in Article 10, Section 10.9, no faculty employee shall be required to attend more than ten faculty or committee meetings during an academic year.

Article 14
TRAVEL EXPENSES

14.1 If a regular or contract faculty employee is required to provide services at both campuses or at more than one site during the day, the Board shall reimburse the employee for mileage from one campus or site to another incurred as a result of the requirement but will not reimburse the employee from home to the first assignment of the day, nor for any mileage after the last assignment of the day unless the mileage from the last assignment to the employee's home is greater than the mileage from employee's principal work site to their home, in which case the employee shall receive reimbursement for the difference.

14.2 If a part-time faculty employee is assigned classes or counseling hours at more than one site during the day, the Board shall reimburse the employee for mileage from one or site to another incurred as a result of the assignment but will not reimburse the employee from home to the first assignment of the day, nor for any mileage after the last assignment of the day unless the mileage from the last assignment to the employee's home is greater than the mileage from employee's main campus site to their home, in which case the employee shall receive reimbursement for the difference. This section does not apply to travel between District campuses (Foothill main campus, Sunnyvale campus, or De Anza campus).

14.3 If a regular or contract faculty employee is assigned a schedule of classes (other than Article 7 classes) in which the beginning time of one class is five and a half or more hours later than the ending time of the preceding class scheduled for the same day, the Board shall reimburse the employee for mileage for travel to and from the employee's residence during the period between these classes, providing the employee has not requested this scheduling of their classes.

14.3.1 In order to receive reimbursement for such mileage, the employee shall file a local mileage voucher showing each trip actually made between the sites of these classes and their residence during the time between classes, listing either the actual number of miles or 25 miles, whichever is less.

14.4 If a faculty employee is assigned classes or counseling hours at a site greater than 15 miles from their main campus and if the distance from their home to the work site is greater than the distance from home to the main campus, they shall be reimbursed the cost of travel (mileage, parking fees, and/or public transit fares). Mileage reimbursement is for the mileage between the campus and the worksite.

14.5 The Board shall reimburse every faculty employee for their authorized personal expenses, including food, lodging, and transportation expenses, incurred in the course of performing services for the District on official trips. Official trips shall be those approved within the provisions of the policies established by the Board.

14.5.1 Faculty assigned to a Campus Abroad program that does not include paid housing shall be eligible for reimbursement of their lodging expenses incurred in the course of performing services for the District up to a maximum of $3,000 per quarter upon submission of the appropriate receipts. Faculty participating in Campus Abroad programs of duration shorter than a quarter and without paid housing

shall be eligible for reimbursement of their lodging expenses in a share proportionate to the $3,000 upon submission of the appropriate receipts.

14.6 Mileage reimbursement shall be at a rate set each July 1 during the life of the contract to equal the current rate allowed by IRS and shall be available through the District Business Services Office.

14.7 Faculty employee travel expense reimbursement claims shall be processed as expeditiously as possible. All reimbursement requests shall be in accordance with Board policy and timelines.

Article 15
REDUCTION IN FORCE

Notice to the Association

15.1 The Board shall notify the Association before implementing any reduction in force. "Reduction in force" means termination or reduction of the employment of any contract or regular faculty employee because of a reduction or discontinuation of a particular kind of service or a decline in enrollment pursuant to Education Code Sections 87743, 87744, 87745, and 87746. For the purposes of this article, "contract faculty employee" shall be limited in meaning to "probationary faculty employee."

15.2 On or before February 1, the Board shall provide the Association with the reasons the Board believes a reduction in force is necessary. If the Board fails to provide those reasons, the Association itself may initiate a grievance under Article 5 seeking compensation for any extra expenses it reasonably incurred because of the Board's failure to adhere to this section, but the failure shall not be grievable by any individual faculty employee nor shall it invalidate the reduction in force.

15.2.1 In addition, on or before February 1, the Board shall provide the Association with a list of potentially affected programs based on then available information. This provision shall not be grievable nor shall it invalidate the reduction in force.

Alternatives to Reduction in Force

15.3 Before the initiation of any formal reduction in force proceedings as described below in Section 15.5, an appropriate administrator shall meet with the faculty employee whose program is subject to reduction or discontinuation. The purpose of this meeting shall be to discuss alternatives listed as part of this section. The faculty employee shall have the right to be accompanied by an FA representative. Subsequent to this meeting, the Board shall assign the faculty employee who would otherwise be subject to layoff to one or more of the following if, in the judgment of the Board, any of them are available:

15.3.1 Reassignment under provisions of Article 12;

15.3.2 Transfer under provisions of Article 13;

15.3.3 Multi-campus assignments;

15.3.4 Saturday assignments as part of the five-day work week;

15.3.5 Day/evening assignments;

15.3.6 Evening assignments; or

15.3.7 Other duties beneficial to the District as determined by the Board.

15.4 In addition, to avoid layoffs the Board may, in consultation with the Association, offer to any faculty employees who are willing to agree to do so, voluntary reduction in contract, reassignment under Article 12.4, and/or transfer under Article 13.3.

Formal Reduction in Force Procedure

15.5 Formal reduction in force proceedings shall commence with Board action at a regularly scheduled Board meeting within the thirty-day period immediately preceding March 15. Faculty employees subject to layoff in the event of a reduction in force shall be notified by the Board in accordance with the Education Code.

15.5.1 At the commencement of probationary employment with the District, a faculty employee shall be assigned to the appropriate Faculty Service Area(s) (FSA) as defined in Article 1.1.25 for which they qualify by the terms of employment. After initial employment, a faculty employee who is eligible for additional FSAs shall declare and provide proof of such eligibility in accordance with sections 15.8 and 15.9.

15.5.2 In the event of a reduction in force, faculty employees in an FSA shall be subject to layoff in the inverse order of their seniority.

15.5.3 Seniority shall be determined by the first date of paid employment as a probationary faculty employee of the District.

15.5.3.1 The seniority date for a faculty employee initially hired as an academic administrator prior to June 30, 1990 shall be the first date of their paid employment in the District in a probationary position.

15.5.4 A faculty employee in an FSA shall be entitled to "bump" a less senior faculty employee.

15.5.5 If two or more faculty within an FSA have the same seniority date, seniority shall be determined by lot. That is, each faculty employee shall draw a seniority number to determine the order of layoff.

15.5.6 Pursuant to Education Code Section 87743, the services of no regular employee shall be terminated while any probationary employee, or any other employee with less seniority, is retained to render a service in an FSA for which that regular employee is both qualified and competent as defined in Section 15.6.

Faculty Service Area(s)

15.6 In the event of reduction in force proceedings, regular and/or probationary faculty employees shall be assigned in such a manner that they shall be retained to render service in any FSA in which the faculty employee is both qualified and competent. In order to be retained to render service in an FSA during a reduction in force, the faculty employee must both:

1) Meet state minimum qualifications adopted by the State Board of Governors as prescribed in Title 5 or possess a valid credential in the appropriate discipline, and

2) Be competent in the applicable faculty service area as set forth in the competency criteria in Section 15.6.1 below.

15.6.1 For the purposes of this article only, a faculty employee shall be considered to be competent to serve in an FSA if they fulfill at least one of the following:

15.6.1.1 Has had previous satisfactory District employment in the FSA for at least three quarters or for two quarters and one summer session;

15.6.1.2 Has been employed full-time for at least one academic year during the previous five years in an accredited post-secondary institution to render a service that, if it had been rendered in the District, would have been in the applicable FSA.

15.7 The District Office of Human Resources shall maintain a list of the faculty service areas and the faculty employees who are competent in each FSA. A copy of the current list shall be available in each division office, the Office of Faculty and Staff at Foothill and Academic Services at De Anza, and the Faculty Association Office. Changes to the designation of faculty service areas shall be negotiated and the Faculty Association shall consult with the Academic Senates in developing its proposals. Recommendations of the Dean and the faculty of the Division for changes to the designation of faculty service areas shall be forwarded to the appropriate Academic Senate and the chief negotiators for the Faculty Association and the District.

15.8 Each faculty employee's official personnel file shall reflect the Faculty Service Area(s) for which the faculty employee is competent. Upon attaining competence in additional FSA(s) in accordance with the provisions of Subsection 15.6.1 of this article, the faculty employee may request, by completing and submitting Appendix Y to the Division Dean or appropriate administrator, that their official personnel file reflect the new FSA(s) and that their name be added to the list maintained pursuant to 15.7. A copy of this request shall be forwarded by the Division Dean to the Vice Chancellor of Human Resources and the Dean of Academic Services at De Anza or the Dean of Faculty and Staff at Foothill. The faculty employee shall be responsible for initiating the request to have additional FSA(s) recorded and shall be responsible for verifying competence in any additional FSA(s).

15.8.1 Any dispute arising from an allegation that a faculty member has been improperly denied a faculty service area shall be classified and procedurally addressed as a grievance under provisions of Article 5.

15.9 It shall be the responsibility of the individual faculty employee to furnish any necessary valid credential or credentials, to establish the necessary minimum qualifications in the appropriate discipline, to establish competency in the applicable FSA in accordance with the terms of Subsection 15.6.1 and its subsections, and to provide all necessary information to the Vice Chancellor of Human Resources or their designee on or before February 15 of the year during which reduction in force proceedings are commenced.

Termination Notice and Faculty Recourse

15.10 The Board shall furnish to FA copies of all notifications of termination because of a reduction in force.

15.11 A faculty employee who has been notified that their employment may be reduced or terminated because of a reduction in force may either:

15.11.1 Initiate the grievance procedure under provisions of Article 5 if the employee believes that the Board has violated, misapplied, or misinterpreted the specific provisions of this article (in which case the grievance shall be the exclusive means of reviewing the reduction or termination of employment); or

15.11.2 Request a hearing under Education Code Section 87740 (in which case the hearing shall be the exclusive means of reviewing the reduction or termination of employment).

If the faculty employee elects to file a grievance, the decision that results from that grievance shall be final and the employee may not request a hearing under Education Code Section 87740. If the faculty employee elects instead to request a hearing under Education Code Section 87740, the decision that results from that hearing shall be final (unless appealed to the Superior Court), and the employee may not allege a violation, misapplication, or misinterpretation of this article by filing a grievance under Article 5.

Paid Benefits, COBRA Rights, and Rehire Provisions

15.12 A contract or regular faculty employee who has been laid off because of reduction in force shall be provided three (3) months of paid benefits following layoff and subsequently may continue to receive medical, dental, and vision care benefits in accordance with COBRA rights.

The District shall follow Education Code requirements related to rehire provisions for faculty employees laid off by a reduction in force.

Article 16
LEAVES

Personal Necessity Leave

16.1 Under the circumstances specified herein, the President or their 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 10-, 11-, or 12-month contract for the purposes described below; however, no more than two days of personal necessity leave may be used during the first six months of employment. Eligible faculty employed for less than ten months during the year shall be eligible for personal necessity leave on a pro rata basis. 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 their immediate family members;

16.1.2 Medical or dental appointments, including diagnosis, care, and treatment for the employee's immediate family members when the nature of the appointment requires the employee's presence and cannot be conducted outside of working hours;

16.1.3 Appointments for the purpose of conducting personal legal affairs or financial transactions that cannot be conducted outside of working hours;

16.1.4 Receipt of a summons, subpoena, or other judicial order requiring absence from work;

16.1.5 Observance of a major religious holiday of the employee's faith;

16.1.6 Attendance at professional conferences related to the teaching profession and/or one's area of assignment;

16.1.7 Attendance at a funeral service;

16.1.8 Special family obligations such as attending a family member's wedding or graduation;

16.1.9 Bonding with a child in accordance with Article 16.23;

16.1.10 Natural disasters that prevent a faculty employee from meeting all or part of their assigned duties; and

16.1.11 Attendance at activities related to a federal holiday (such as Veterans Day).

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

16.2 The President or their designee may grant a part-time temporary faculty employee who has been employed by the District for at least one month, one day of paid personal necessity leave per quarter of assignment under the circumstances

specified in Subsections 16.1.1, 16.1.2, 16.1.4, 16.1.5, 16.1.7, 16.1.8, 16.1.9, 16.1.10, and 16.1.11. Part-time temporary faculty employees with reemployment preference may be granted use of personal necessity leave for the purposes specified in Subsection 16.1.6, if the appropriate administrator agrees that attendance at the conference would be beneficial to the college and the students and would not constitute a hardship for the division/program.

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

16.3 Eight hours of leave shall be deducted for a day's absence on personal necessity leave regardless of the actual duty hours of that day. If a contract or regular faculty employee requests and is granted personal necessity leave for less than a full day, they 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 their 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 16.40.

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, means the employee's spouse or qualified domestic partner; the parent, child, grandparent, grandchild, and sibling of the employee or the employee's spouse or qualified domestic partner; any person for whom the employee or employee's spouse/domestic partner has legal guardianship or other legal responsibility, for example, power of attorney, for determining medical or financial decisions; and any other person living in the immediate household of the employee.

Parent includes biological parent, foster parent, step parent, adoptive parent, or legal guardian of the employee or employee's spouse/domestic partner, or person who stood in loco parentis of the employee or employee's spouse/domestic partner as a child;

Sibling includes biological sibling, adoptive sibling, foster sibling, step-sister, step-brother of the employee or employee's spouse/domestic partner;

Child includes biological or adopted child, , step child, foster child, or legal ward, of the employee or employee's spouse/domestic partner, regardless of age or dependency, and any person for whom the employee or employee's spouse/domestic partner stands in loco parentis or who stood in loco parentis of a child who is now an adult, regardless of age or dependency;

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 their immediate family.

16.8.1 If the death is of a spouse or qualified domestic partner, parent, 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. (See also Section 16.20.)

Sick Leave

16.12 Sick leave is a benefit to which an employee is entitled if they:

16.12.1 Are 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 Provide 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.

Full-time Faculty Sick Leave

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 10 days per college year;

16.13.2 Eleven-month employees shall be entitled to 11 days per college year;

16.13.3 Twelve-month employees shall be entitled to 12 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 sick leave days granted a full-time employee that is most nearly equal to the proportion of the full time assignment for which they are 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, sick leave entitlement shall be reduced on pro rata basis when the faculty employee is on an unpaid leave of absence or is employed less than a full academic year.

16.14.1 A contract or regular faculty employee on unpaid leave of absence shall have their entitlement to sick leave reduced by one day for each month the employee is on the leave of absence without pay.

16.14.2 A contract or regular faculty employee employed for less than 100 percent of contract due to reduced contract or unpaid leave of absence shall have their entitlement to sick leave reduced on a pro rata basis.

16.14.3 A contract or regular faculty employee who begins employment or separates from District employment during the academic year shall have their entitlement to sick leave reduced on a pro rata basis.

Part-time Faculty Employee Sick Leave

16.15 Each part-time temporary faculty employee shall be entitled to two days (16 hours) of paid sick leave per quarter. Sick leave shall be cumulative from quarter-to-quarter.

Full-time Faculty and Part-time Faculty Sick Leave Deduction

16.16 Full-time faculty and part-time faculty employees shall have eight hours of leave 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 using the online leave reporting system. If the online leave reporting system is unable to support a particular leave request, the leave report shall be recorded on the leave report forms required by Section 16.40.

Overload Sick Leave Accrual and Deduction

The following provisions for accrual and usage of sick leave related to overload assignments shall be effective upon conclusion of programming and implementation in the District leave system. Until then, current procedures for accruing and using sick leave related to overload assignments (procedures equivalent to procedures for part-time faculty employees) shall remain unchanged.

16.17 Full time faculty employees with Article 7 assignments (overload) shall be entitled to sick leave, in addition to sick leave entitlement associated with their full-time position (Section 16.13 and 16.14), proportional to load associated with the Article 7 assignment(s). For example, an overload of 0.125 produces 0.125(10 days) = 1.25 additional days (10 additional hours) of sick leave.

16.18 Full-time faculty employees with Article 7 assignments (overload) shall have 30% of the additional sick leave earned in a given quarter deducted for a day's absence in that quarter. For example, an overload of 0.125 produces ten additional hours of sick leave, therefore 30 percent of ten hours, or three hours, shall be deducted for a day's absence from the overload assignment.

Medical Necessity Exemption

16.19 In cases of a serious medical procedure or health condition of protracted duration that affects acceptance of an assignment, a part-time faculty member may be granted a medical necessity exemption in accordance with Article 7.18.2.1 for purposes of accessing sick leave and retaining appropriate service credit for the assignment.

Use of Sick Leave Unrelated to Employee Illness/Injury

16.20 Each faculty employee shall be entitled to use accrued sick leave for purposes unrelated to the employee's own illness or injury as described below. "Immediate family" for purposes of Section 16.20.1 and 16.20.2, has the meaning prescribed by Section 16.7. "Child" for the purposes of Section 16.20.3 has the meaning prescribed by Section 16.7.

16.20.1 Each faculty employee shall be entitled to use up to twelve (12) weeks of accumulated sick leave, consistent with the CFRA and FMLA, for the diagnosis, care, or treatment of an existing health condition or serious illness of, preventative care for, or death of an immediate family member.

16.20.2 Each faculty employee shall be entitled to use up to six (6) days of accumulated sick leave on an annual basis for the purposes of:

16.20.2.1 Accident involving the person or property of the faculty employee or faculty employee's immediate family; or

16.20.2.2 Obtaining or attempting to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the employee or their child, for an employee who is a victim of domestic violence, sexual assault, or stalking.

16.20.2.3 Leave for this purpose shall be deducted from the appropriate sick leave bank and, therefore, be limited to one day of such leave during Article 26 employment.

Required Medical Certification

16.21 Each faculty employee who has been absent from scheduled duties because of illness or injury for five or more consecutive school days or who is absent from an assignment as defined in Article 7.16.1 for five or more consecutive hours of the assignment or who is absent from scheduled duties on a regular and repeated basis, shall, at the request of the Board, submit a statement from their physician or other qualified practitioner stating the medical reason for the absence and certifying the employee's ability to return to work.

Maternity Leave

16.22 In accordance with Education Code Section 87766, faculty employees shall be eligible to use sick leave for absence due to temporary medical disability caused by or contributed to by pregnancy, miscarriage, childbirth, or recovery there from. The

length of the leave of absence, including its beginning and ending dates, shall be determined by the faculty employee and the employee's physician. Such determination shall be based upon the employee's ability to perform the employee's assigned duties.

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

16.22.2 Following the expiration of maternity leave, a faculty employee may request partial or full leave of absence without pay in accordance with Section 16.35.

Parental Leave

16.23 A faculty employee is entitled to leave in accordance with Education Code Sections 87780.1 and 87784.5.

16.23.1 Under certain conditions, and in accordance with Education Code 87780.1, a faculty employee who has been employed for at least 12 months shall be entitled to up to 12 weeks of Parental Leave for the purpose of bonding with a child. The faculty employee should consult with the District Office of Human Resources regarding eligibility, application procedures, and other procedures related to Parental Leave. The following provisions for Parental Leave apply:

16.23.1.1 Such leave runs concurrently with Family Medical Leave under Section 16.29 and with all other paid and unpaid leaves granted by the District; except that, a faculty employee may be entitled to up to 12 weeks of Parental Leave in addition to FMLA leave taken due to serious health condition under Article 16.29.

16.23.1.2 The faculty employee may use earned and accrued sick leave and earned personal necessity leave for the period of Parental Leave, up to 12 weeks of leave. Upon exhaustion of available paid sick leave and after the voluntary use of any personal necessity leave, the faculty employee shall be paid a salary differential of 50% of the faculty employee's base rate of pay for the remainder of the 12-week Parental Leave period.

16.23.1.3 The maximum period of all paid and unpaid leaves, including leave provided under Section 16.24.2, for the purposes of bonding with a child shall be 12 weeks.

16.23.2 Irrespective of eligibility for leave taken in accordance with section 16.23.1, a faculty employee may, in accordance with Education Code 87784.5, use up to 30 days of sick leave, less any days used for leave as provided for by Section 16.20.

16.23.3 The faculty employee may take leave within one year of an infant's birth or within the first year of legally adopting a child.

16.23.4 For purposes of Section 16.23, a child is defined as a child under the age of 18 who is a biological child of the employee, a biological child of the employee's spouse or qualified domestic partner, or a child placed with the employee in connection with adoption or foster care.

16.23.5 For purposes of this section, a work week is defined as each seven-day period of Sunday through Saturday during which at least one contract or assignment day occurs.

Donation of Sick Leave

16.24 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-day balance of sick leave after their donation. No employee may receive more than 40 days of donated leave per college year.

16.24.1 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.

16.24.2 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.

16.24.2.1 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.

16.24.2.2 The Vice Chancellor of Human Resources shall be notified of solicitations of donations. Solicitations of donations may be made by the individual or their 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 22.11 of this *Agreement*.

16.24.2.3 Donations of sick leave shall be authorized by a signed pledge form prepared by and filed with the District 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 Office of Human Resources.

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

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

Additional Provisions Governing Sick Leave

16.25 Notwithstanding any other provision of this article:

16.25.1 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;

16.25.2 Sick leave accumulated in other California Community College or K-12 districts shall be credited to a faculty employee of the District upon request and certification as provided in Education Code Section 87782 and 87783 if the application for transfer from each district is made within (a) three years succeeding the academic year in which employment in the other California school district is terminated, or (b) a period greater than three years during which the faculty employee retains reemployment rights under a local bargaining agreement in effect in the other California school district.

16.25.3 Sick leave accumulated in the District by a part-time faculty employee prior to their 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

16.26 Each contract or regular faculty employee shall be entitled to extended sick leave for illness or injury which shall be applied following the exhaustion of all current and accumulated sick leave. Current sick leave is that leave earned or expected to

be earned for the year and is applied prior to any accumulated sick leave carried over from the prior year. Extended sick leave eligibility shall begin with the first day of absence following the exhaustion of current sick leave and continues for up to 180 calendar days. 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.

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

16.27.1 For a full month's absence, an amount that equals 66 2/3 percent of the employee's "basic monthly earnings" on the date they were actually last at work, to a maximum payment of $6,000 per month. "Basic monthly earnings" means 1/12th of the employee's annual contract salary;

16.27.2 For less than a full month's absence, an amount that equals an appropriate fraction of the extended sick leave pay calculated under 16.27.1. The fraction shall be determined by dividing the number of days of absence during the partial month by the number of contract days in the month.

16.28 After the exhaustion of all accumulated and extended sick leave, a faculty employee may return to work, resign, resign for the purpose of retirement, or apply for an unpaid leave due to disability. If the employee applies for an unpaid leave, a leave of up to three academic quarters shall be granted. Such a leave shall be unpaid except as provided for under Article 22.11.

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

16.28.1 If the faculty employee has applied for and has been determined to be eligible for a disability allowance by the STRS, 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.

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

In the event a qualified employee remains disabled beyond the period of accumulated and extended sick leave, they shall be eligible to receive long-term disability insurance benefits under Article 22.11 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 16.28.

Family Medical Leave

16.29 In accordance with the federal Family Medical Leave Act and the California Family Rights Act (collectively "FMLA"), under certain conditions qualifying faculty employees may be eligible for an unpaid leave of absence for up to 12 weeks for reasons related to their own serious health condition or family circumstances. Qualifying family circumstances include birth, adoption, or foster placement of a child, or the care of a child, spouse, parent, or member of the immediate household with a serious health condition which requires the employee to care for the family member (see Appendix T.).

16.29.1 When qualifying circumstances exist, faculty may, but are not required, to request FMLA leave; faculty may instead request an Unpaid Leave of Absence under Article 16.35.

16.29.2 Faculty employees requesting a leave for qualifying circumstances should consult with the District Office of Human Resources regarding eligibility, terms of leave, benefits under FMLA versus Unpaid Leave of Absence, and application and other procedures related to leave.

16.29.3 Faculty employees who qualify for paid benefits under Article 22.1 shall continue to receive paid medical benefits while on FMLA leave.

16.29.4 Use of FMLA leave for a qualifying circumstance, including the employee's own serious health condition, runs concurrently with other paid and unpaid leaves granted by the District.

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

16.30 In accordance with Article 7.28.3, part-time faculty employees shall be eligible for the following benefits, effective April 1, 2011:

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

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

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

Exchange Leave

16.31 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

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

16.32.1 An unpaid military leave under Education Code Section 87700;

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

16.32.3 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

16.33 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 their regular earnings. In lieu of a pay reduction, the employee may waive the jury duty fee or accept and submit the fee to the Foothill-De Anza Foundation and receive full pay. Verification of jury duty (summons or court statement), and of any waiver or submission of jury duty payment, shall be attached to the leave report or submitted directly to District Payroll.

College Assigned Business Leave

16.34 If a faculty employee at the request of a Division Dean or appropriate administrator is required to attend a conference, meeting, workshop, or other activity that conflicts with the faculty employee's scheduled duties, the faculty employee shall be granted College Assigned Business Leave. Such leave shall also be granted to a faculty employee whose service as an official representative of the college or as an appointee in a statewide governance process conflicts with the employee's scheduled duties. Such leave may also be granted for participation in a statewide accreditation process that conflicts with the employee's scheduled duties. All leave provided under this section shall be approved in advance by the appropriate administrator and reported as College Assigned Business on the Leave Report. College Assigned Business shall be indicated on the leave report but shall not result in leave deduction.

Unpaid Leaves of Absence

16.35 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. 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 their designee at least three months before the desired commencement of the leave unless they cannot file a timely request because the leave is needed to meet an unforeseen emergency. 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. 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.

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.

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

16.37 During a partial unpaid leave, the faculty employee shall receive the appropriate pro rata share of the salary including all earned Professional Achievement Awards they would have received had they 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:

16.37.1 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;

16.37.2 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;

16.37.3 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.

16.38 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 emeritus program (Article 19), or eligibility for advancement on the salary schedule, except as specified in Section 16.39. 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.

16.39 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

16.40 It shall be the responsibility of each faculty employee to notify their Division Dean or appropriate administrator when a leave is needed. Within 10 school days after returning from an absence, each faculty employee shall sign and file a leave report for the absence, either via paper copy (provided by and submitted to the Division Dean or appropriate administrator) or through the District Portal, in accordance with whichever procedure is required by the District.

16.40.1 In some cases, the Division office may initiate the leave report in order to facilitate timely payment for a substitute, if any. Such a leave report shall be subject to review by the faculty employee who may revise and re-submit the report before final District action is taken on the leave report, provided that the faculty employee revises the report by the appropriate deadline; i.e., within: (a) 10 school days after returning from an absence; or, (b) five school days from the date of a report initiated by the Division Office, whichever is later. For example, if the Division office initiates a report on the eighth day following the faculty employee's return, the faculty employee will have a maximum of 13 school days after the employee returns from absence. If the faculty employee fails to provide a revision by the deadline, the Division-initiated leave report shall be deemed to be accepted without change by the faculty employee.

16.41 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.

Substitutes

16.42 Normally, the Board shall provide a substitute when a faculty employee is absent on approved leave for two or more consecutive academic hours of a class unless the Division Dean or appropriate administrator and the faculty employee mutually agree otherwise. The Board may also provide a substitute when a faculty employee is absent on approved leave for two or more non-consecutive academic hours of a class when such absences are planned and approved sufficiently in advance; for example, absence due to religious holidays, participation in federal holiday activities, or attendance at conference or training activities.

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

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

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

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

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

16.43.2 Day-to-day substitute service shall not be used for purposes of computing the 67 percent load limitation for part-time faculty employees.

16.43.3 A substitute assignment in excess of two instructional weeks shall be converted into a long-term substitute assignment, and the faculty employee serving as the substitute shall be given load credit for the assignment. In such cases, long-term substitute assignments shall be counted toward the 67 percent load limitation for part-time faculty employees.

Article 17
PROFESSIONAL DEVELOPMENT LEAVES

Eligibility

17.1 A faculty employee shall be eligible to apply for a Professional Development Leave of one, two, or three quarters under this article if they:

17.1.1 Are employed as a regular faculty employee in a non-management position;

17.1.2 Have rendered service to the District as a contract or regular faculty employee who is employed at least half time for at least 18 consecutive quarters preceding the academic year in which the leave is to be taken;

17.1.3 Notwithstanding Section 17.1.2, a regular faculty employee may apply any unused quarters of service earned in a former management position towards the eligibility requirements specified in Section 17.1.2 provided the three most recent quarters of service preceding the academic year in which the leave commences were earned as a regular faculty employee; and

17.1.4 Have not taken any other paid professional leave during the eighteen quarters preceding the academic year in which the leave is to be taken. Notwithstanding the provisions of this section, if the leave is taken in separate years as provided in Section 17.2, the intervening quarters may be counted toward eligibility for subsequent leaves. For purposes of eligibility all quarters of service in active employment status between the first quarter of the year in which the leave is taken and the final quarter of the year in which the leave is completed (17.2) shall count toward eligibility for subsequent leaves (see Appendix P4).

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

Leave Duration, Configuration, and Load

17.2 No Professional Development Leave granted under this article shall exceed three quarters. It is expected that a Professional Development Leave shall be taken in one academic year. However, the leave may be taken in separate years if:

17.2.1 The faculty member's application demonstrates that the leave plan can be most effectively fulfilled in separate years;

17.2.2 The proposal to take the leave in separate years is approved by the Division Dean prior to the submission of the application to the District Office of Human Resources for review by the District

Professional Development Leave Committee as provided in Sections 17.13 through 17.14;

17.2.3 The proposal to take the leave in separate years shall not create a hardship for the division in the judgment of the Division Dean; and

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

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

Granting of Leaves

17.3 Professional Development Leaves shall be granted by the Board itself during the academic year preceding the year during which the leave is to be taken. The Board shall appropriate sufficient funds to permit the granting of a sufficient number of leaves to enable the equivalent of 6 percent of contract and regular faculty employees to be on leave during an academic year. The Board may grant additional quarters of leave at its discretion.

17.4 Within the limits established by Section 17.3, all of the quarters of leave available for an academic year shall be granted provided a sufficient number of eligible faculty employees have applied for such leaves and have received the approvals required by this article. If all of the quarters of leave available are not granted during a year, the number of quarters not granted shall be carried over to the next academic year.

Salary, Benefits, and STRS/PERS Service Credit

17.5 Each faculty employee granted a Professional Development Leave under this article shall receive 85 percent of full salary during their leave, and in accordance with 17.2, for a maximum of three quarters during the regular academic year. "Full salary" is the salary a faculty employee would have received if they had not taken a Professional Development Leave.

17.5.1 Faculty employees on Professional Development Leave shall not receive any District assignment for extra pay (in excess of 85 percent of full salary), including Article 7 and/or Article 26 assignments that occur during the PDL quarters, unless exceptional circumstances exist and no other faculty employee is available for the assignment. No such assignments for extra pay shall be made without prior approval of the Vice Chancellor of Human Resources or his/her designee.

17.5.2 During a Professional Development Leave a faculty employee shall be credited with 85 percent of service by the applicable retirement system (STRS or PERS). The faculty employee may arrange to ensure full service credit for the period of the leave in one of the following ways:

17.5.2.1 Faculty may purchase service credit from the applicable retirement system. If the purchase is made from STRS within two years following the completion of return service for the leave, the District shall pay the employer portion specified in Education Code 22950(a) and 22951 of the creditable compensation upon which the contribution is based. If the purchase is made from PERS within two years following the completion of return service for the leave, the faculty member shall pay the full purchase price and the District shall reimburse the faculty member for the District portion, as determined by the annual employer and employee contribution rates during the PDL quarters. Verification by the District through the District Office of Human Resources is required for the purchase of professional development leave service credit.

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

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

Terms and Conditions

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

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

Application Process and Timelines

17.9 A regular faculty employee who wishes to apply for a Professional Development Leave shall file a written application (Appendix P1) with the District Office of Human Resources for review by the District Professional Development Leave Committee by October 20 of the school year preceding the

year during which the leave is to be taken. To be considered by the Professional Development Leave Committee, all completed application materials shall be received by the District Office of Human Resources by the October 20 deadline date. It is the responsibility of the faculty employee to deliver the completed and signed application materials and required copies to the District Office of Human Resources either electronically or in person. Application materials not received by the deadline shall not be reviewed by the District Professional Development Leave Committee.

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

17.10 The application shall include or be accompanied by the specific details of the faculty employee's plan of study, research or travel, together with a statement of the benefits that would accrue to the District and its students if the plan were approved. The application shall:

17.10.1 Set forth specific objectives for the study, the research or travel so as to demonstrate that the leave will enhance the job performance and professional growth of the faculty employee;

17.10.2 Include a plan of appropriate substance and duration which is proportionate to the length of the leave requested for meeting the stated objectives and an anticipated calendar or timetable for carrying out the various activities.

17.10.2.1 "Appropriate duration" is defined as the amount of time necessary to fulfill the stated objectives and proposed plan, not as the hours equivalent to the faculty employee's primary assignment during the academic year.

17.10.3 Include the means by which a faculty member will report on or verify the objectives achieved. The verification must outline exactly what the committee will see as proof that all activities were completed during the leave. Examples of acceptable verifications include, but are not limited to, official transcripts, completed research papers, art projects, new supplemental materials for a course, a new course that is instructor-ready, and annotated bibliographies from academic books and articles.

17.11 At least ten school days before filing an application with the District Office of Human Resources or no later than ten school days before the October 20 application deadline, each faculty employee shall review their application with the Division Dean or appropriate administrator, who may consult with the President. The Division Dean or appropriate administrator shall inform the faculty employee if, in their professional judgment, the leave plan will not benefit the District and its students. The faculty employee may determine whether to proceed with the application, amend the application or withdraw the application. The Division Dean or appropriate administrator shall then append to the application:

17.11.1 A comment advising the Committee as to how the proposed leave will or will not benefit the District and its students; and, if appropriate,

17.11.2 A statement of concern about the potential for a severe reduction in full-time faculty staffing within a specific department, if all applicants are granted leaves for the same time period.

Project Definitions and Examples of Application Expectations

17.12 The P1 application should contain a clear and complete list of objectives of the leave, the activities that will be carried out to meet those objectives, and a description of exactly how completion of each activity will be verified. Examples include, but are not limited to the following.

17.12.1 If a faculty member plans to exclusively complete coursework during their leave, they must take the equivalent of six quarter (four semester) units each quarter of their leave, for a total of 18 quarter units for three quarters of PDL.

17.12.1.1 The original application shall include a list of courses for each quarter of leave, including alternate courses in case course offerings change. Lower division courses are generally not allowed unless they are in a new discipline area.

17.12.1.2 The majority of the academic term for each course must take place during the leave. For example, if you are taking a 10-week course during a spring quarter leave, more than five weeks of that course must take place during spring quarter and the course must be completed by the end of spring quarter.

17.12.1.3 Official, sealed transcripts are required to verify completion of transcriptable courses.

17.12.2 If a faculty member plans to attend conferences, workshops, take non-transcriptable courses, 18 hours of activity is equivalent to one quarter unit of credit.

17.12.2.1 Verification of these activities may include registration information from a website, certificates of completion, or receipts. These should be accompanied by a summary of how the faculty member will apply what was learned to their work.

17.12.3 If the faculty member plans to include readings in their project, a list of books and/or articles, including number of pages, must be included with the application.

17.12.3.1 If the faculty member plans to exclusively do readings for a quarter, the general guideline is that a faculty

member would read between 10 and 15 books averaging 200 pages each per quarter of PDL.

17.12.3.2 Examples of verifications for readings include, but are not limited to, a research paper or an annotated bibliography. An acceptable annotated bibliography for each resource should include a citation, a summary of the content and relevance of your findings, and the applicability of the reading to your work.

Professional Development Leave Committee

17.13 The District Professional Development Leave Committee shall consist of:

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

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

17.13.2 The Professional Development Leave Committee, or a duly authorized sub-Committee, shall conduct its work only at regularly called meetings which all members have the opportunity to attend.

17.13.3 The Professional Development Leave Committee shall meet early in the Fall quarter to agree on a calendar by which the Committee shall carry out its responsibilities and enable it to make its leave application recommendations to the Board at the first Board meeting in February.

17.14 The District Professional Development Leave Committee shall review all timely applications and college recommendations submitted to it and shall approve an application only if satisfied that the faculty employee is eligible for the leave and that they shall, during the leave, engage in study, research or travel that will:

17.14.1 Substantially benefit the District and its students; and

17.14.2 Enhance the faculty employee's job performance and professional growth; and

17.14.3 Relate significantly to the faculty employee's profession, assignment or planned assignments.

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

Leave Approval Process

17.15 After reviewing all timely applications and campus recommendations submitted to it, the District Professional Development Leave Committee shall forward the names and descriptions of proposals of the approved applicants for whom leaves are available and the names of all approved alternates, if any, to the Board itself with a request that the leaves be granted. The Committee shall list the names of the approved applicants and all approved alternates, if any, in the order of their quarters of service since last having taken a Professional Development Leave.

17.15.1 If members of the Committee are in disagreement among themselves over the approval of an application, they shall communicate with the applicant and with the appropriate administrator to gather information and/or clarification which will assist the members in making an unbiased recommendation.

17.15.2 In carrying out their responsibilities, the Committee shall not be arbitrary, capricious or discriminatory.

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

Changes to the Leave Plan

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

17.16.1 If the amended plan is disapproved after the leave has commenced, the faculty employee is expected to end the leave at the conclusion of the quarter in which the faculty employee is notified of the disapproval. The faculty employee shall request and receive approval for an amended plan before continuing the leave. However, the faculty employee can declare that ending the leave at

the conclusion of the quarter would cause an undue personal hardship, in which case the leave can be completed for the current year subject to the provisions of Section 17.17, including a review of the objectives of the leave and the appropriateness of the undue hardship declaration.

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

Professional Development Leave Report

17.17 Within 30 days following their return from the completed leave, each faculty employee shall submit a report (Appendix P3) to the District Office of Human Resources for review by the District Professional Development Leave Committee, with a copy to the Division Dean or appropriate administrator, that identifies the manner in which the employee accomplished the objectives of the leave and planned activities as described in the application and any amendments as provided in Section 17.16. It is the responsibility of the faculty employee to deliver the report to the District Office of Human Resources. Unless otherwise agreed, if the faculty employee fails to provide the required leave report to the District Office of Human Resources by the deadline, the matter shall be referred to the President of the college for action as stated in Section 17.18.

17.18 The Professional Development Leave Committee is also responsible for collecting, reviewing and approving the leave reports required by Section 17.16. After reviewing the report, the District Professional Development Leave Committee shall either, approve the report and file it with the Board itself or request further information or refinement of the report from the faculty employee. If the Committee is unable to establish that the conditions under which the leave was granted have been satisfied, the report shall be referred to the President. The President, after consultation with those deemed appropriate, and after considering possible mitigating circumstances, may recommend that the faculty employee be required to compensate the District for the expense of the leave. If the Board itself accepts the President's recommendation, the faculty employee may grieve the decision as specified in Article 5 (Grievance Procedure) of this *Agreement*.

Re-opener

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

Article 18
REDUCED WORKLOAD PROGRAM

Definition

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

Eligibility Requirements

18.2 To be eligible for a pre-retirement reduction in contract under this article the faculty employee must have:

18.2.1 Reached the age of 55 prior to the employee's first contract day of the first school year for which the employee's workload is reduced;

18.2.2 Been employed full-time in a faculty position requiring membership in an appropriate California state retirement system for at least ten years;

18.2.3 Have served five years in the District immediately preceding the reduction in full-time employment without a break in service, with the final three years (of the immediately preceding five years of full-time employment) in a faculty position. For purposes of this section, an approved leave of absence shall not constitute a break in service. However, an unpaid leave of absence shall not count towards the five years of full-time service required by this section; further, the five (5) years of full time equivalent service must be met within no more than seven (7) years of employment immediately preceding the year in which the participation in the reduced workload program begins. For example, within the seven years immediately preceding participation in the Reduced Workload Program, three years of employment with no unpaid leave plus four years of employment with partial unpaid leave of fifty percent (50%) each year, shall meet the five (5) years of equivalent full-time employment requirement.

18.3 This article shall be applicable only to faculty employees who request reduction in contract and meet the criteria established by Section 18.2. The Reduced Workload Program shall become effective at the beginning of the college year; in accordance with the Education Code, a faculty employee cannot combine a full-time contract and an Article 18 contract within the same college year.

Duration of Participation and Withdrawal from the Program

18.4 The maximum period during which a faculty employee's contract may be reduced under this article shall not exceed 10 years for a faculty employee enrolled in STRS or 5 years for a faculty employee enrolled in PERS. At the conclusion of the period during which a faculty employee's contract is reduced under this article, the faculty employee shall submit a letter of resignation for the purpose of retirement and then

shall retire at the conclusion of the final year of participation unless, during the first year of the reduction in contract under this article, the faculty employee submits a written request to return to full-time employment at the beginning of the next academic year. Notwithstanding Section 18.9, such a request to return to full-time employment shall be granted if it is received by the college President or designee on or before April 1 of the first college year of Article18 participation.

Faculty Rights and Duties

18.5 A faculty employee whose contract has been reduced under this article shall retain 1) all paid benefits, such as the district contribution towards health insurance, as if they were a full-time faculty employee and shall receive the pro rata share of the salary they would have earned had they continued full-time; 2) full compensation for earned Professional Achievement Awards, if any, and the right to apply for additional awards, if any, in accordance with Article 38; 3) continued eligibility for assignments under Article 7, Article 25, and Article 26; and, 4) on a pro rata basis, all other rights and benefits of regular faculty employees, such as pro rata sick and personal necessity leave, except the right to receive a professional development leave. Faculty on Article 18 are not eligible to apply for, or be granted, a professional development leave under Article 17.

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

Retirement System Contributions

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

Initiation of Article 18 Request

18.8 To initiate the provisions of this article, a faculty employee shall follow the procedures described below in the college year preceding the reduction in contract:

18.8.1 Meet with the appropriate administrator by January 15 to determine through mutual agreement the load configuration by which the reduced contract shall be fulfilled, as specified below:

18.8.1.1 A full academic year schedule with a reduced load in one or more of the three quarters;

18.8.1.2 A two-quarter schedule that does not exceed the percentage of annual load normally served in the department in any one quarter nor the combined percentage of annual load normally served in any two quarters.

18.8.1.3 For a faculty employee covered under Article 10.11, the schedule may also reflect reduced load in the eleventh and/or twelfth month of the employee's annual contract.

18.8.2 File a written request with the President or designee by March 1. The written request shall be made on the form contained in Appendix W – Request for Reduced Workload Program and specify:

18.8.2.1 The reduced contract the employee desires under this article, provided it is not less than one-half of a full load;

18.8.2.2 The load configuration, as defined in Section 18.8.1, by which the reduced contract shall be fulfilled; and,

18.8.2.3 The number of years during which the faculty employee wishes their contract to be reduced under this article, provided the number of years does not exceed 10 for faculty employees enrolled in STRS or 5 for faculty employees enrolled in PERS.

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

Change in Percentage of Reduced Contract

18.9 A faculty employee whose workload has been reduced under this article may request to change the percentage of reduction in contract by following the provisions of Section 18.8 and submitting Appendix W to the President or designee specifying the revised reduction. The college shall then forward the request for change to the District Office of Human Resources. If the employee's request is granted it shall take effect at the beginning of the next college year.

Additional Provisions

18.10 Notwithstanding Section 18.8 the Board may, after consulting with FA, assign the faculty their reduced load in such a manner as to meet the program or staffing needs of the District.

18.11 In accordance with Ed Code 22713(g), a member who retires or otherwise separates from service prior to the end of the school year shall be in violation of the provisions of the reduced workload program, and the member's service credit for that period of the contract shall be credited in the proportion that the member's creditable compensation for that service bears to the member's compensation earnable.

18.12 Nothing in this article shall prohibit a faculty employee from requesting a reduction in contract outside of the provisions of this article or prohibit the Board from granting such a request.

Article 19
EMERITUS PROGRAM

Eligibility

19.1 The Board itself shall offer an Article 19 employment contract, as provided in this article, to any regular or contract faculty employee who will become a retired faculty employee prior to the next academic year and is at least 55 years of age and who has been employed by the District as a regular or contract faculty employee at least half time for at least ten years. Employment under this article shall commence in the academic year following the employee's resignation for the purposes of retirement and shall be limited to a maximum of five years of participation.

19.1.1 Notwithstanding the above, the Board itself may decline to offer an initial contract under this article to an otherwise qualified faculty employee if, in the judgment of the Board, the faculty employee cannot perform the principal duties of the assignment. This judgment shall be based upon evaluation material, legally appropriate medical information, and other materials properly included in the faculty employee's personnel file. If the faculty employee believes this decision to be arbitrary or capricious, they may submit the matter to the grievance procedures set forth in Article 5.

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.

Faculty are prohibited from also teaching under Article 7 during their years of Article 19 participation.

19.2 An eligible faculty employee may elect to receive an employment contract under this article by including the Article 19 request in the employee's letter of resignation for the purposes of retirement required under Article 30, or by submitting a written request to the College President or designee with a copy to the Division Dean or appropriate administrator. An Article 19 request may be submitted as early as possible but no later than two months before the effective date of the employee's resignation from the District for the purpose of retirement. The Board may waive all or a portion of this time period when, in the Board's opinion, it is appropriate to do so. Within 10 working days of Board approval the faculty employee shall be sent an Article 19 Annual Plan which shall be completed in accordance with the provisions of 19.6 and 19.7.

Earnings Limits

19.3 An Article 19 faculty employee shall, within the limits established by the applicable retirement laws governing post-retirement service, , be entitled to part-time employment during the academic year at the appropriate pro rata share of the salary and load the employee was receiving during the last academic year prior to retirement, up to the STRS allowable maximum earnings limit in place during the first year of the employee's Article 19 eligibility in accordance with Section 19.3.1. The Article 19 faculty employee shall also receive all paid benefits for which they are eligible by the terms of Article 23 or Article 23A. District paid life insurance shall remain in effect as long as the retiree is employed under this article. Under Article 16, the Article 19 faculty employee shall be entitled only to non-cumulative fully paid sick leave and personal necessity leave, each provided on a pro-rata basis. An Article 19 faculty employee is not eligible to apply for a Professional Development Leave or Professional Achievement Award. Service on a tenure review or hiring committee shall be reviewed on a case-by-case basis and may occur only with the agreement of the Article 19 faculty employee, the District, and the Faculty Association.

19.3.1 Faculty employees retiring under this article shall be eligible to earn up to the above specified limit, which shall remain the limit for the duration of the faculty employee's participation in the program. For example, a faculty employee entering the program in 2016-2017 could not earn more than $41,732 for the first and each subsequent year of participation, and the percentage of a full-time load required for these maximum earnings once initially calculated, would remain unchanged for the duration of employment under this article. The $41,732 limitation shall be adjusted for future new entrants to the STRS limitation in place at the time of the faculty employee's first year of eligibility in the Article 19 program.

19.3.1.1 The STRS/PERS allowable maximum earnings limit is adjusted annually by the pension system(s). If a STRS/PERS retiree earns more in STRS/PERS-covered employment than the allowable limit for a particular year, STRS/PERS will deduct the overage from the retiree's pension check. Using the example provided above, if the limit decreased to $40,732 in 2017-2018 but the employee continued to earn $41,732 in 2017-2018, STRS/PERS would deduct $1,000 from the retiree's pension check. In the event that such a decrease occurs in the years subsequent to the employee's first year of Article 19 eligibility, the District shall, following receipt of official notification from CalSTRS, make a good faith effort to alert Article 19 employees before they complete their new Annual Plan, but the District shall be held harmless if the employee exceeds the allowable maximum established for a particular year and is therefore subject to such a STRS/PERS deduction.

19.3.2 Faculty employees retiring under this article who are enrolled in PERS shall be eligible to earn up to the above specified STRS limit or the PERS limit, whichever is less, consistent with the retirement laws governing post-retirement service.

19.3.3 Effective July 1, 2002 under STRS regulations, employment during summer session shall be counted toward the STRS allowable maximum earnings limit.

19.4 The salary earned by a faculty employee under this article shall be paid in equal monthly installments during the months the Article 19 faculty employee is actually at work. However, if an Article 19 faculty employee completes the service they are scheduled to render under this article during the Fall quarter, they may elect to be paid in 10 equal installments, September through June.

Pro-Rata Share of Duties

19.5 An Article 19 faculty employee shall fulfill the appropriate pro rata share of their faculty duties, including, but not limited to teaching, counseling, library services, advising, committee service, and all other instructional or instructionally related assignments that would have been required had the employee continued as a full-time employee. Depending on the needs of the division, instructionally related assignments may include, but are not limited to, team teaching, grant writing, evaluation of part-time faculty, and program support activities.

19.5.1 All faculty who are employed under this article shall fulfill their contracts during the academic year, except for 11- and 12-month faculty who may fulfill their contracts during the normal service period of those respective programs.

19.5.2 All faculty not covered under Section 19.5.1 who are employed under this article and also work during the summer shall be employed under the provisions of Article 26 (Summer Session), and for the purpose of selection under Article 26.1.6 and 26.2 as appropriate.

Required Annual Plan

19.6 The services provided under this article shall be specified in an Article 19 Annual Plan (Appendix U1) mutually agreed upon by the faculty employee and the Division Dean or appropriate administrator. Each year the Article 19 faculty employee shall consult with their Division Dean or appropriate administrator and work out such a mutually agreeable plan for the services they will perform during the subsequent year of employment under this article. This plan shall specify the nature of the service and the location within or outside the District where it is to be performed and the times at which it will begin and be completed. It is the responsibility of the Article 19 faculty employee to submit this completed plan, including required signatures, to the District Office of Human Resources in accordance with the timelines established below and represented in Appendix U2-Article 19 Flowchart.

19.6.1 Prior to the initial year of participation, the faculty employee shall meet with the Division Dean or appropriate administrator to complete the Article 19 Annual Plan (Appendix U1) for the subsequent academic year and submit the completed Plan within 30 days of issuance of the Plan from the District Office of Human Resources, or by March 15, whichever is later. In the event there are fewer than 30 days between the time the District issues the Plan and the end of the

academic year, the faculty employee shall submit the Plan by the end of the academic year. If the STRS allowable maximum earnings limit for the next school year is not published by March 15, the parties shall complete an Annual Plan based on the current STRS allowable limit and such plan shall be subject to recalculation if the limit changes.

19.6.2 For the second and subsequent years of participation in the program, it is the responsibility of the Article 19 faculty employee to timely file a completed Article 19 Plan prior to each year of participation in accordance with the timelines established below.

19.6.2.1 On or before February 15, the District Office of Human Resources shall issue a copy of an Article 19 Annual Plan to each continuing participant with a copy to the appropriate administrator in accordance with the earnings limitations established in Section 19.3.

19.6.2.2 On or before March 15 preceding the academic year in which the services will be rendered, the faculty employee shall a) consult with their Division Dean or appropriate administrator to complete and sign the Article 19 Annual Plan for the following academic year; b) obtain all required signatures; and, c) submit the plan to the District Office of Human Resources. The faculty member shall have the entire responsibility for submitting a timely and complete plan including all required signatures and ensuring that the Plan is received by the District Office of Human Resources.

19.6.2.3 On or before April 15, the District Office of Human Resources shall confirm receipt of the Article 19 Annual Plan.

19.6.3 A faculty employee who fails to file a completed and signed Article 19 Annual Plan within the specified deadline or who fails to complete the mutually agreed-upon plan shall be dropped from the program.

19.6.4 Verified illness or injury which prevents the Article 19 faculty employee from filing or completing the plan shall not be cause for automatic dismissal from the program.

19.7 The duties that an Article 19 faculty employee is assigned to perform shall usually be established by mutual consent between the Article 19 faculty employee and the Division Dean or appropriate administrator. However, the Board retains the discretion to assign Article 19 faculty employees to duties that are appropriate to the program or staffing needs of the District. Notwithstanding Section 19.6, an assignment is not considered available for the purposes of this article if, at any time before the beginning of the quarter or the beginning of the assignment, whichever is later, the assignment is needed to fill the normal load of a contract or regular faculty employee or the assignment is cancelled. If an assignment is not available or is cancelled, a good-faith effort will be made to find an alternative assignment consistent with this agreement. Alternative assignments may include unassigned existing classes, newly added classes, assignments in subsequent quarters, or duties

that the Board determines are appropriate to the program or staffing needs of the District.

19.7.1 Article 19 faculty shall be assigned after contract and regular faculty in accordance with Article 10.4.

19.7.2 When the Annual Plan is revised due to any change(s) including assignment, load, designated quarter(s) of service, budget account number, or in quarterly distribution of load, the Article 19 faculty employee shall submit a revised Annual Plan, including required signature/s to the District Office of Human Resources prior to the effective date of any change.

Procedural Issues

19.8 Each department will schedule for Article 19 assignments based upon Article 19 Annual Plans. However, if there are more Article 19 faculty employees in a department than there are available assignments in a given academic year, assignments will be made in reverse order of seniority. The least senior Article 19 faculty employee shall receive one assignment. The process will be repeated until all assignments have been assigned. Seniority will be determined by the first date of paid service under Article 19. In the event that employees have the same seniority date, the assignment will be given to the employee with most years of service in the District. The planned assignment will be initially provided for the academic year in accordance with this section and thereafter adjusted on a quarterly basis based on assignment availability and requirements, without altering the plan for other Article 19 faculty.

19.9 Provided the services performed under this article are satisfactory, an employment contract issued under this article shall be renewed annually for a maximum of five years. At the conclusion of the maximum permissible years of service under this article, employment under this article and the District paid life insurance shall cease. Thereafter, the Article 19 faculty employee may be employed by the Board as provided in the applicable retirement laws governing post-retirement service and in Article 7 (Part-time Faculty).

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

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

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

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

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

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

Reopener

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

Article 20
EARLY NOTICE INCENTIVE

20.1 Within limits set annually as part of the budget process, an Early Notice Incentive shall be paid to contract and regular faculty employees who, during the Spring quarter, give the District an Early Notice and Irrevocable Letter of Resignation for the purposes of retirement (see Appendix X) as prescribed by this incentive plan.

Incentive Amounts

20.2 If the Notice specifies a date that is at least three complete academic quarters (approximately 12 months) after the end of the Spring quarter during which it is filed, the amount shall be $7500.

Filing for the Incentive

20.3 The annual Early Notice filing period shall open on the first day of the Spring quarter and close on the last day of the same Spring quarter. A Notice is not filed until it is received in the District Office of Human Resources. It is the faculty member's responsibility to electronically submit the completed and signed Notice to the District Office of Human Resources by the last day of Spring quarter.

20.4 If, within 30 calendar days of filing an Early Notice (Appendix X), a faculty employee changes their retirement plans, the faculty employee shall notify the District Office of Human Resources in writing (email) and the Early Notice shall be entirely disregarded. However, the faculty employee may submit a new Early Notice, provided that it is filed in accordance with Section 20.3, subject to the conditions of this Article.

Action by the Board

20.5 Following the 30-day recission period, Appendix X shall be forwarded to the Board of Trustees for formal acceptance of the resignation for the purposes of retirement; once it is accepted by the Board itself, the faculty employee shall resign from the District on the date specified on Appendix X. The Board of Trustees shall act on resignations in accordance with the timelines established in Education Code 87730.

Payment of the Incentive

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

Article 21
POST-RETIREMENT EMPLOYMENT

21.1 Except as provided in Article 19 (Emeritus Program) and subject to the limitations contained in the applicable retirement laws governing post-retirement service, any retired faculty employee may be employed as a part-time faculty member. Such employment shall be governed by Article 7 (Part-Time Faculty), provided, however, that the Board may employ any retired faculty employee for a period of two years following the date of their retirement before any part-time faculty employee with reemployment preference.

21.1.1 Dependent upon available assignments, faculty teaching under this article shall receive one assignment, at a minimum, before any part-time faculty employee with reemployment preference. This provision shall apply to each round of assignments made in accordance with Article 7.15. In addition, under extenuating circumstances (such as programmatic demands, certification requirements, or the need for specific expertise, etc.) and through mutual agreement of the faculty employee and the Division Dean or appropriate administrator, Article 21 faculty may be scheduled for multiple assignments before any part-time employee with reemployment preference.

21.1.2 Faculty who have not previously earned reemployment preference under Article 7 shall earn one unit of service credit for each quarter of employment under this article.

21.1.3 Faculty who have reemployment preference under Article 7 at the time of retirement shall retain that seniority for purposes of Article 7 assignments subsequent to the two years of employment under this article.

Faculty are advised that 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 calendars 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.

21.2 Notwithstanding the faculty employee's salary schedule placement before retirement, a retired faculty employee employed under this article shall be entitled to the highest rate of compensation payable to part-time temporary faculty employees. Retired faculty employed as part-time faculty subsequent to the two-years of employment under this article shall be compensated on the appropriate salary schedule, column and step in accordance with Article 7.24.

21.3 As part of the written notice given in accordance with Article 30, a faculty employee shall specify their interest in being employed under this article. The District Office of Human Resources shall notify Division Deans and appropriate administrators of the retired faculty employees who request Article 21 employment.

21.4 It shall be the sole responsibility of each faculty employee employed under this article to consult with the appropriate retirement system to determine the effect such employment will have, if any, on their retirement benefits.

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

Article 22
PAID BENEFITS

Eligibility

22.1 Each qualified faculty employee shall be eligible to enroll in District-sponsored health benefit plan(s) as specified in this article. A "qualified faculty employee" is one who:

22.1.1 Is either a contract or regular faculty employee or a full-time temporary faculty employee appointed for a period of at least one year; and

22.1.2 Is employed at least half time; and

22.1.3 Has been in paid status during the month preceding the month covered by the benefits.

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

Medical, Hospital, and Prescription Benefits – General

22.2 Each qualified faculty employee shall either (a) select one of the options offered under CalPERS at least annually for the faculty employee and their eligible dependents during the established open enrollment period or periods; or (b) waive coverage as described in Section 22.7 for the faculty employee and their eligible dependents during the open enrollment period or periods.

22.3 Effective July 1, 2012, CalPERS shall be the provider for all District health insurance plans for all qualified employees and their eligible dependents.

22.3.1 An Open Enrollment period shall be held in accordance with CalPERS established procedures and timelines, currently annually during the fall period of September/October, during which employees may each elect a plan of coverage for the employee and his/her eligible dependents. Benefit plan elections shall become effective in accordance with CalPERS rules at the beginning of the next Plan Year, currently January 1 of the following calendar year.

22.3.1.1 Once enrolled in a plan, employees shall be barred from changing their enrollment except during Open Enrollment or a Special Enrollment necessitated by an employee's "qualifying life event" as defined by Sections 125 and 129 of the Internal Revenue Code and in accordance with CalPERS regulations and District policies and procedures.

22.3.2 Effective with this provider change, the health benefit Plan Year shall be in accordance with CalPERS regulations, currently January 1 through December 31.

22.3.3 All plans shall require employees to contribute for each plan choice and tier placement as described below.

22.3.3.1 Contribution rates in each plan shall have three tiers: employee-only; employee plus one; employee plus family. The rate for each tier shall be negotiated by the Joint Labor Management Benefits Council (JLMBC) each year and published for faculty prior to the open enrollment period.

22.3.4 If a subscriber opts out of dental and vision coverage, described in Section 22.8 and 22.9, employee contribution rates shall be reduced by $6 for employee only, $12 for employee plus one, or $18 for employee plus family.

Plan Choices and Employee Monthly Contribution Rates

22.4 Brief information on the CalPERS plans, including benefits, coverage limitations, deductibles, copays, and coinsurance, is contained in the CalPERS Health Benefit Summary published annually and available online at < https://hr.fhda.edu/benefits/_medical-revised.html>.

22.5 Employees shall be required to pay the respective monthly premium for the plan selected. Rates for each plan and tier are expressed monthly, i.e., $1/12^{th}$ of the employee annual contribution, and are available online at <https://hr.fhda.edu/benefits/_medical-revised.html >.

Payroll Deductions

22.6 Employee contributions shall be recovered through twelve (12) equal monthly payroll deductions. For faculty employees on less than 12-month contracts, i.e. 10- and 11-month contracts, the contributions required during the non-contract month(s) shall normally be deducted from the first paycheck following the non-contract month(s), typically, the following September. In the event the required monthly contribution exceeds compensation in any regular pay period, the employee shall have the responsibility for paying the District directly for the uncovered amount in accord with the Plan Compliance timelines and procedures.

Waiver of Coverage

22.7 Employees may elect to waive coverage in accordance with the District's open enrollment process for the subsequent plan year.

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

Vision Care Benefits

22.8 Each qualified faculty employee and their eligible dependents shall have the option of enrolling in vision coverage offered by the District. The respective monthly

contribution rates specified in Section 22.3 for all plans include the cost of vision coverage by VSP.

Dental Care Benefits

22.9 Each qualified faculty employee and their eligible dependents shall have the option of enrolling in dental coverage offered by the District. The respective monthly contribution rates for all plans include the cost of dental coverage by Delta Dental. The maximum benefit shall be $2,000 for each enrollee in each calendar year for services provided by a Delta Dental "In-Network" dentist, or $1,800 for each enrollee in each calendar year for services provided by other Out-of-Network "Premier" dentists. Diagnostic and Preventive services costs do not count toward the annual maximum.

Life Insurance Benefits

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

Long-term Disability Insurance Benefits

22.11 The Board shall provide each qualified faculty employee with a long-term disability benefit as follows:

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

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

22.11.3 For employees with five or more years of STRS/PERS credited service, benefits shall be payable up to 24 months from the date of LTD determined disability. If the period of disability extends beyond the allowable benefit period, the employee may continue their disability allowance payments from STRS/PERS.

22.11.4 For all employees not included under Section 22.11.3, the benefit shall be payable from the date of LTD determined up to the maximum age as defined by the LTD Maximum Duration Benefits Table.

Employee Assistance Program

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

Benefits During Unpaid Leave of Absence

22.13 A qualified faculty employee who is granted an unpaid leave of absence and thereby is not qualified for paid benefits under Section 22.1 may continue to receive benefits by making payment in advance for the full premium or its equivalent in accordance with District and CalPERS Health Plan procedures. The cost of continuing benefits shall be based on the premium amount of the plan and tier elected plus any administrative premium(s) assessed in accordance with plan provisions.

Same-Sex Domestic Partners

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

Cost Containment Efforts and Annual Contribution Rates

22.15 FA and the Board reaffirm that health benefit cost containment efforts remain a high priority for the parties. As a result, FA and the Board shall continue to negotiate appropriate contribution rates, cost containment, and quality assurance measures during the life of this *Agreement* based on the recommendations of the Joint Labor Management Benefits Council (JLMBC).

Re-opener

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

Article 22A
PAID BENEFITS FOR PART-TIME FACULTY

Eligibility

22A.1 Each qualified part-time faculty employee shall be eligible to enroll in a District-sponsored health benefit plan as specified in the article. A qualified part time faculty employee is one who:

22A.1.1 Has reemployment preference by the end of the Spring quarter of the academic year immediately preceding the benefit Plan Year as provided in Article 7; and

22A.1.2 Had an annual load factor of 0.4 or more during the academic year immediately preceding the benefit Plan Year. For example, eligibility for the 2023 Plan Year, effective January 1 – December 31, 2023, shall be determined by the employee's annual load during the 2021-2022 academic year; and

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

22A.1.3.1 Medicare shall be excluded from the definition of medical insurance for the purpose of 22A.1.3.

22A.1.3.2 Other California community college district employer coverage shall be excluded from the definition of medical insurance where the employee cost of participation is higher than the employee cost of participation for a comparable district plan.

22A.1.3.3 In no case shall a part-time faculty employee have dual coverage with another plan or employer. Medicare shall be excluded from the definition of dual coverage.

Medicare Obligation

22A.2 A part-time faculty employee who is eligible for Medicare is required to enroll in Medicare Part A during the three-month window prior to turning age 65. At the time of Part A enrollment, the employee shall request to delay enrollment in Medicare Part B until he or she is no longer covered by the District's Plan. The employee shall complete the Part A enrollment and request the Part B delay at the Social Security Administration. The faculty employee shall have the sole and complete responsibility for complying with this provision.

Medical, Hospital, and Prescription Benefits – General

22A.3 Effective July 1, 2012, each qualified part time faculty employee is eligible to enroll the part-time faculty employee and his/her eligible dependents in any one of the health plans offered by CalPERS.

22A.3.1 The employee must enroll annually during the established open enrollment period or periods.

22A.3.2 The Kaiser HMO Plan shall be the "basic" plan; i.e., the plan on which the District funding responsibility for the employee's health benefit coverage is established. The other plans shall be a "buy-up" or "buy down."

22A.3.3 All plans shall require employees to contribute for each plan choice and tier placement as described below.

22A.3.3.1 Contribution rates in each plan shall have three tiers: employee-only; employee plus one; employee plus family.

22A.3.4 Effective with this provider change, the health benefit Plan Year shall be in accordance with CalPERS regulations, currently January 1 through December 31.

District Responsibility for Premium Payment

22A.4 District responsibility for premium payment shall be based on the load threshold of enrolled qualified part-time faculty employees as follows:

22A.4.1 Effective January 1, 2024, premium payment under this article shall be determined in accord with three load thresholds, each with a respective District contribution to the premium cost as described below. In all cases the employee shall be responsible for the remainder of the monthly plan premium for the coverage elected.

22A.4.1.1 For employees with loads of 0.6 up to 0.67, the District shall be responsible for payment of 80 percent of the Kaiser HMO monthly plan premium or the dollar equivalent if electing a plan option available as a "buy-up" or "buy down."

22A.4.1.2 For employees with loads of 0.5 up to 0.599, the District shall be responsible for payment of 70 percent of the Kaiser HMO monthly plan premium or the dollar equivalent if electing a plan option available as a "buy-up or "buy down."

22A.4.1.3 For employees with loads of 0.4 up to 0.499, the District shall be responsible for payment of 60 percent of the Kaiser HMO monthly plan premium or the dollar equivalent if electing a plan option available as a "buy-up" or "buy down."

22A.4.2 Notwithstanding 22A.4.1 above, the District shall review, on a case by case basis, the eligibility for full District premium payment of faculty who, because of load configurations, are assigned loads that consistently fall slightly under the required load (e.g., 0.58 or 0.59 for the 0.6 threshold, 0.48 or 0.49 for the 0.5 threshold, or 0.38 or

0.39 for the 0.4 threshold). Human Resources shall notify the Faculty Association when an employee applies for such review and of the action taken.

Plan Choices and Employee Monthly Contribution Rates

22A.5 Brief information on the CalPERS plans, including benefits, coverage limitations, deductibles, copays, and coinsurance, is contained in the CalPERS Annual Health Benefit Summary and available online at <https://hr.fhda.edu/benefits/_medical-revised.html >.

22A.6 Employees shall be required to pay the remainder of the amount not covered by the District's contribution as provided in 22A.3.1 for the plan selected. Rates for each plan, load threshold, and tier are expressed monthly, i.e., $1/12^{th}$ of the employee annual contribution, and are available online at <https://hr.fhda.edu/benefits/_medical-revised.html >.

Payroll Deduction for Employee Monthly Contribution

22A.7 The employee shall contribute the required premium through payroll deductions from regular monthly paychecks.

22A.7.1 Effective with the 2013 Plan Year, the required annual premium shall be recovered through 12 equal deductions from the following regular payroll periods: January, February, March, April, May, June, July, August, September, October, November, and December.

22A.7.1.1 Payroll deductions for employee monthly contributions shall occur in the pay period the contribution is due. For example, the contribution for January shall be deducted from the January paycheck.

22A.7.2 In the event the required monthly contribution exceeds compensation in any regular pay period, the employee shall have the responsibility for paying the District or the Plan Carrier directly, as determined by CalPERS Health Plan provisions, for the uncovered amount in accord with Plan Compliance timelines and procedures.

Continuing Eligibility

22A.8 Continuing eligibility shall be determined annually for each Plan Year based upon the part-time faculty employee continuing to meet eligibility as a qualified part-time faculty employer as described in Section 22A.1.

22A.8.1 Eligibility shall cease if:

22A.8.1.1 The employee's load for the prior academic year is less than 0.4; or

22A.8.1.2 The employee loses reemployment preference per Article 7; or

22A.8.1.3 The employee resigns or retires from service in the District: or

22A.8.1.4 The employee fails to enroll during the annual Open Enrollment period normally in September/October and/or fails to submit required documents; or

22A.8.1.5 The employee fails to meet his/her financial obligation and loss of coverage affecting the next plan year. Eligibility may resume in accordance with Plan Compliance procedures and timelines.

22A.8.2 Should coverage cease, the part-time faculty employee may be eligible for COBRA rights.

Same-Sex Domestic Partners

22A.9 The District and FA agree that same-sex domestic partners shall be included under this article. The procedures for application, qualifications, duration, and other appropriate provisions are specified in Appendix L of this *Agreement.*

Re-opener

22A.10 The program shall be dependent upon the continuation of funding as described in Education Code Sections 87860 through 87868 whereby the State pays up to one-half of the District's total cost, provided that the amount claimed by all districts in the state does not exceed the funding provided in the state budget. If a change occurs in the state funding to the District for this program, both FA and the District agree to re-open negotiations on the program.

Article 23
PAID BENEFITS FOR RETIRED EMPLOYEES

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

Eligibility

23.2 A qualified employee is one:

23.2.1 Who will be age 55 or older before the beginning of the next academic year, who has retired from (i.e., is an annuitant of) the State Teachers Retirement System or the Public Employees Retirement System (or who has applied for and is eligible to receive a service retirement (i.e., annuity) from either of said retirement systems and who has rendered service to the District at least half-time as a contract or regular faculty employee for 10 or more years immediately preceding their retirement; or

23.2.2 Who has resigned from the District and is receiving a disability allowance from the State Teachers Retirement System or the Public Employees Retirement System, and who has rendered service to the District at least half-time as a contract or regular faculty for 10 or more years immediately preceding their resignation; and

23.2.3 Who has provided evidence that they have applied for Social Security and evidence that Social Security has responded, indicating whether they are eligible for Social Security payments and, therefore, for Medicare coverage.

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

Benefit Plan Election

23.3 If faculty employees are given any options regarding health benefits plans (for example, the array of plans offered under CalPERS), the benefits provided under this section shall be in accordance with the plan or plans under which the retired faculty employee was receiving benefits at the time of retirement, and they shall not be allowed to change plans after retirement except during open enrollment periods. This section shall not be construed as prohibiting any change in benefits or benefit plans as specified in Section 23.11.

23.3.1 Waiver of Coverage. Retirees may elect to waive coverage under the procedures set forth by CalPERS and conditions set forth in Article 22.7.

23.3.2 A retired faculty employee who enrolls in a CalPERS health, hospital and prescription drug benefit plan shall also be concurrently enrolled in the District's dental and vision plan.

23.3.2.1 The "opt-out" provision of Article 22.3.5 regarding dental and vision coverage does not currently apply to retirees. Therefore, a retiree who waives CalPERS health, hospital and prescription drug benefits thereby also waives vision and dental coverage.

Retiree Monthly Contribution Rates

23.4 Retirees shall be required to pay the respective monthly contribution rate for the plan selected. Contribution rates for each plan and tier are expressed monthly, i.e., $1/12^{th}$ of the employee annual contribution, as specified in Article 22.5.

Regulations Imposed by CalPERS

23.5 For the duration of the District's health benefit coverage received through the CalPERS Health Program, the following regulations shall apply:

23.5.1 For all retirements effective on or after July 1, 2012, in order to allow a surviving spouse/domestic partner to participate in District health benefits, the spouse/domestic partner shall be a qualified annuitant; i.e., a retiree must elect a retirement option that provides a monthly survivor benefit for the spouse/domestic partner (see Section 23.9).

23.5.2 For all retirements effective on or after July 1, 2012, in accordance with CalPERS regulations, an employee shall retire under the appropriate retirement system (STRS or PERS) within 120 days of separation from employment.

STRS/PERS Warrant Deductions

23.5.3 Retiree monthly contributions will be recovered through deduction from the STRS or PERS retirement warrant (monthly pension check). Warrant deductions for retiree monthly contributions will occur in the pension check covering the month of health benefit coverage. For example, the monthly contribution for January health benefit coverage is deducted from the January warrant.

23.5.3.1 CalPERS Health will deduct from the retiree's warrant the monthly CalPERS premium for the plan and tier selected.

23.5.3.1.1 In the event the CalPERS monthly premium exceeds the retirement warrant, CalPERS will bill the retiree for the entire balance, and the retiree shall have the responsibility for paying CalPERS directly.

23.5.4 The retiree shall be responsible for the monthly contribution rate for the plan and tier selected. The District shall determine the difference between the CalPERS premium deducted from the retiree's warrant and the employee/retiree required monthly contribution rate for the plan and tier selected. On or about the first of the month, the District shall deposit this difference to the retiree's authorized bank account through electronic fund transfer (EFT).

Medicare Obligation

23.6 Each retired faculty employee and every eligible dependent and domestic partner shall, upon becoming qualified for Medicare, enroll in Medicare in accordance with the requirements of the CalPERS Health Plan. Failure to enroll in Medicare in a timely fashion may result in cancellation or interruption of coverage by the CalPERS Health Plan. It shall be the sole responsibility of the retired faculty employee and their eligible dependents to apply for and satisfy the requirements of Medicare. The Board shall reimburse the retired faculty employee and their eligible dependents for the cost of Medicare Part B during any month the retired faculty employee and their dependents are enrolled in and covered by a District sponsored health plan if adequate proof of payment is submitted to the Office of Human Resources once each calendar year and at any time that the amount of the premium is changed by Medicare. This section shall not apply to retired faculty employees or their eligible dependents whose social security status does not qualify them for Medicare benefits unless the retired faculty employee becomes qualified for Medicare through STRS or other agency.

23.6.1 Effective July 1, 2012, Medicare-eligible retirees and their qualified Medicare-eligible dependents shall select any one of the CalPERS Medicare Health Plans. These Medicare supplemental plans provide benefits equivalent to, or in some cases richer than, the same plans described in Article 22.4, offered to employees and non-Medicare-eligible retirees. For example, certain buy-up plans may not require deductibles, co-pays, or co-insurance on certain items or services.

23.6.2 Brief information on the CalPERS Medicare Health plans, including benefits, coverage limitations, benefits beyond Medicare, copays, and coinsurance, is contained in the CalPERS Annual Health Benefit Summary and available online at <https://hr.fhda.edu/benefits/_medical-revised.html>. Full information is provided in the plan documents provided by each respective provider.

23.6.3 Under the provisions of Medicare and CalPERS regulations, Medicare-eligible retirees and their Medicare-eligible dependents are required to utilize providers who accept Medicare in order to receive CalPERS health plan coverage under coordination of benefits with Medicare.

Coordination of Benefits

23.7 If a retired faculty employee, or their eligible dependents or domestic partner, receive benefits under any other health benefits plan, the benefits provided under

the other plan shall be subject to coordination under and the terms of the CalPERS Health Plan.

Initiating Retiree Benefits Coverage

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

Option to Continue Surviving Spouse/Domestic Partner Benefits

23.9. The District's contribution towards benefits provided to eligible dependents and domestic partners under this article shall cease at the end of the calendar month in which the death of the retired faculty employee occurs or, if the death occurs after the twelfth working day of the month, at the end of the calendar month following the month in which the death of the retired faculty employee occurs. However, a surviving spouse or domestic partner may continue to participate in the benefit plans administered by the District under this article by reimbursing the District quarterly, in advance, for the full premium or its equivalent for all of the benefits provided. Continued participation in the CalPERS health and prescription benefit plans shall be in accordance with CalPERS regulations, including those described in Article 22.

23.10 Survivor participation is subject to the terms and conditions of the CalPERS Health Plan. Failure to timely pay or cancellation of coverage shall terminate coverage without option to reenroll. CalPERS Health Plan shall retain sole and final discretion to determine qualified annuitant status for the purpose of eligibility for coverage.

Negotiated Changes

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

Re-opener

23.12 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 23A
PAID BENEFITS FOR RETIRED EMPLOYEES HIRED AFTER JULY 1, 1997

23A.1 This article covers qualified faculty employees hired after July 1, 1997.

Eligibility

23A.2 A qualified employee under this article is one:

23A.2.1 Who will be age 55 or older before the beginning of the next academic year, who has retired from (i.e., is an annuitant of) the State Teachers Retirement System or the Public Employees Retirement System (or who has applied for and is eligible to receive a service retirement (i.e., annuity) from either of said retirement systems), and who has rendered service to the District at least half-time as a contract or regular faculty employee for 15 or more years immediately preceding their retirement; or

23A.2.2 Who has resigned from the District and is receiving a disability allowance from STRS or PERS and who has rendered service to the District at least half-time as a contract or regular faculty for 15 or more years immediately preceding their resignation; and

23A.2.3 Who has provided evidence that they are eligible for Medicare coverage.

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

23A.3 A covered spouse or qualified domestic partner is one:

23A.3.1 Who is at the time the qualified employee retired under this article and thereafter the spouse or qualified domestic partner of the employee; or

23A.3.2 Who was the spouse or qualified domestic partner of the qualified employee on the date of the employee's retirement and is at the time of death of the retiree and thereafter, the unmarried surviving spouse or bonafide domestic partner of the retiree; or

23A.3.3 Who was the spouse or qualified domestic partner of an employee who, at the time of their death, was at least 55 years of age and rendered sufficient service as defined in this article to qualify for paid benefits upon retirement, and is an unmarried surviving spouse or qualified domestic partner while receiving benefits.

23A.4 The benefits provided to eligible employees, spouses, and qualified domestic partners under this article shall cease when each employee, spouse, or qualified domestic partner, as the case may be, qualifies for and begins receiving Medicare coverage consistent with 23A.5.

Health Benefits Bridge Program

23A.5 Under this article qualified faculty employees shall receive a health benefits bridge program to cover the period of time between retirement and eligibility for Medicare coverage. So long as the eligible Medicare recipient has fulfilled the requirements of this article, the bridge shall remain in effect during the period of any delay in initial receipt of Medicare benefits which is not the fault of the recipient.

23A.6 Under this program the District shall contribute monthly towards the payment of participation in the District-sponsored health plan as follows:

23A.6.1 During each month of eligibility under the program, the monthly contribution shall be 500 dollars for the retired faculty employee.

23A.6.2 During each month of eligibility under the program, the monthly contribution shall be 500 dollars for the covered spouse or qualified domestic partner.

23A.6.3 If both the retired faculty employee and the covered spouse or qualified domestic partner participate in the District sponsored health plan, the maximum monthly contribution shall be 1000 dollars. If the actual cost of the benefits selected by a covered individual amounts to less than 500 dollars, then the actual contribution shall be that which reflects the actual cost of the selected benefits.

23A.6.4 For the duration of the District's health benefit coverage received through the CalPERS Health Program, the retiree shall have access to health and hospital benefits and prescription drug benefits through the CalPERS Health Program on an individual subscriber basis (see Section 23A.10.3).

23A.6.4.1 It shall be the sole responsibility of the retired faculty employee to enroll in and satisfy the requirements of the CalPERS Health Program; however the District shall reimburse the retired faculty employee and their eligible spouse/domestic partner for the amount specified in Section 23A.6.1 and Section 23A.6.2 upon evidence of continued enrollment and verified coverage submitted to the District Office of Human Resources. The District shall deposit its contribution, as specified in Section 23A.3.1 and 23A.3.2, to the retiree's authorized bank account through electronic fund transfer (EFT) on or about the first of the month.

23A.6.4.2 Waiver of Coverage. Retirees may elect to waive coverage under the procedures set forth by CalPERS and the conditions set forth in Article 22.7.

23A.6.5 A retired faculty employee who enrolls in a CalPERS health, hospital, and prescription drug benefit plan shall also be concurrently enrolled in the District's dental and vision plan.

23A.6.5.1 The "opt out" provision of Article 22.3.5 regarding dental and vision coverage does not currently apply to retirees. Therefore, a retired faculty employee who waives CalPERS health, hospital and prescription drug benefit there by also waives vision and dental benefits.

23A.7 Each retired faculty employee who qualifies under the terms of this article, and their eligible spouse or qualified domestic partner, shall be eligible for District health and hospital benefits, prescription drug benefits, vision care benefits, and dental benefits as provided in this article and described in Article 22.

Health Benefit Plan Options and Limitations

23A.8 If faculty employees are given any options regarding health benefit plans (for example, the array of plans offered under CalPERS) during the bridge period, the covered employee (and/or spouse or domestic partner covered under this article), shall receive benefits in accordance with the plan or plans under which the retired faculty employee was receiving benefits at the time of retirement, and they shall not be allowed to change after retirement except during open enrollment periods. This section shall not be construed as prohibiting any change in benefits or benefit plans as specified in Section 23A.11.

23A.9 If a spouse or qualified domestic partner of a retired faculty employee receives benefits under any other health benefits plan as a primary insured, the benefits provided under the other plan shall be primary and the spouse or qualified domestic partner shall not be eligible for the Bridge Program benefits provided under this article.

Regulations Imposed by CalPERS

23A.10 For the duration of the District's health benefit coverage received through the CalPERS Health Program, the following regulations shall apply:

23A.10.1 For all retirements effective on or after July 1, 2012, in order to allow a surviving spouse/domestic partner to participate in District health benefits, the spouse/domestic partner shall be a qualified annuitant; i.e., a retiree must elect a retirement option that provides a monthly survivor benefit for the surviving spouse/domestic partner (see Section 23A.3).

23A.10.2 For all retirements effective on or after July 1, 2012, in accordance with CalPERS regulations, an employee shall retire

under the appropriate retirement system (STRS or PERS) within 120 days of separation from employment.

STRS/PERS Warrant Deductions

23A.10.3 The retiree shall have access to the CalPERS Health Program as an individual subscribing member. CalPERS monthly premiums will be recovered through deduction from the STRS or PERS retirement warrant (monthly pension check). Warrant deductions will occur in the pension check covering the month of health benefit coverage. For example, the monthly contribution for January health benefit coverage is deducted from the January warrant.

23A.10.4 CalPERS Health will deduct from the retiree's warrant the monthly CalPERS premium for the plan and tier selected.

23A.10.4.1 In the event the CalSTRS monthly premium exceeds the retirement warrant, CalPERS Health will bill the retiree, and the retiree shall have the responsibility for paying CalPERS directly.

Application Procedure

23A.11 To obtain the benefits provided under this article, every faculty employee and eligible surviving unmarried spouse or qualified domestic partner shall file an application for the benefits with the District Office of Human Resources and shall complete all necessary enrollment forms before the last date of their employment with the District. The spouse or qualified domestic partner will sign a statement verifying that they do not have medical benefits insurance in their own right as a primary insured. The employee is required to provide information to Medicare to verify Medicare eligibility and to update that information as appropriate.

Negotiated Changes

23A.12 The benefits provided under this article shall remain subject to alteration or termination by any future agreement negotiated between the Board and FA.

Re-opener

23A.13 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 24
SALARIES FOR FACULTY EMPLOYEES

Salary Schedule Placement

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

Faculty Salary Schedules

24.2 The faculty salary schedules shall note the college year in which the most recent adjustment or modification was made to the schedule.

24.2.1 Effective July 1, 2025, all faculty salary schedules shall be restructured as follows: Appendix A shall have step 1 (A) eliminated, and steps 2 (B) through 13 (M) of the 2024-25 schedule shall become steps 1 (A) through 12 (L), respectively, of the 2025-26 schedule. A new step 13 (M) shall be created using the diagonal nature of the schedule, and creating column V step 13 using the same percent increase from the prior step. Steps 14 through 26 shall be added to Appendix A to reflect compensation previously earned as Professional Achievement Awards (PAAs). Appendices B shall also have step 1 eliminated with steps 2 through 8 of 2024-25 becoming steps 1 through 7 of 2025-26, and the addition of a new step 8. Appendix B shall also include the addition of steps 9 through 21 to reflect prior PAA earnings. Schedules C, C.1, D, D.1, E, and G shall be derived from Schedule A using the standard formulas that tie these schedules to Schedule A.

24.2.2 Effective July 1, 2024, all faculty salary schedules shall be adjusted for 2024-25 by increasing each step of the 2023-24 salary schedules by the state COLA of 1.07% as shown in Appendices A, B, B.1, C, C.1, D, D.1, E, and G.

24.2.3 Effective July 1, 2023, all faculty salary schedules shall be adjusted for 2023-24 by increasing each step of the 2022-23 salary schedules by the state COLA of 7.22% as shown in Appendices A, B, B.1, C, C.1, D, D.1, E, and G

24.2.4 Effective July 1, 2022, all faculty salary schedules shall be adjusted for 2022-23 by increasing each step of the 2021-22 salary schedules by the state COLA less one percent as shown in Appendices A, B, B.1, C, C.1, D, D.1, E, and G. That is, if the State COLA is 6.56%, all salary schedules shall increase by 5.56%.

24.2.5 Effective July 1, 2021, the 6% adjustment described in 24.2.4 shall be ongoing and pensionable. In addition, all faculty salary schedules shall be adjusted for 2021-22 by increasing each step of the 2019-20 salary schedules by 5.07% as shown in Appendices A, B, B.1, C, C.1, D, D.1, E, and G.

24.2.6 Effective July 1, 2020, all faculty salary schedules shall be increased by 0.0% because the state COLA for 2020-21 is 0.0%.

24.2.7 Effective July 1, 2019, all faculty salary schedules shall be adjusted for 2019-20 by increasing each step of the 2017-18 salary schedules by 6.00% as shown in Appendices A, B, B.1, C, C.1, D, D.1, E, and G.

Prior Salary Schedule

24.3 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 their placement on the Faculty Salary Schedule, Appendix A. Effective July 1, 2006, 3 per cent of salary adjustment funds shall be applied to the salary schedule readjustment as described in Section 24.8 and in addition, the 2005-06 Faculty Salary Schedule shall be adjusted for 2006-07 by increasing each step of the schedule by 2.92 percent as shown in Appendix A.

24.4 Each full-time faculty employee employed in an Early Childhood Education Center shall be paid in accordance with their placement on the Child Development Faculty Salary Schedule, Appendix B. Effective July 1, 2006, 3 per cent of salary adjustment funds shall be applied to the salary schedule readjustment as described in Section 24.8 and in addition, the 2005-06 Child Development Faculty Salary Schedule shall be adjusted for 2006-07 by increasing each step of the schedule by 2.92 percent as shown in Appendix B.

24.5 Each part-time faculty member as defined in Article 7 and each day-to-day substitute shall be paid in accordance with their placement on the Part-Time Faculty Salary Schedule, Appendix C and C.1; the Substitute Salary Schedules, Appendices D and D.1; the Part-Time Hourly Faculty Salary Schedule for Non-Teaching Assignments, Appendix G; or the Child Development Faculty Salary Schedule, Appendix B.1, as appropriate. Effective July 1, 2006, 3 per cent of salary adjustment funds shall be applied to the salary schedule readjustment as described in Section 24.8 and in addition, the 2005-06 Part-Time Faculty Salary Schedules and Part-Time Hourly Faculty Salary Schedule for Non-Teaching Assignments shall be adjusted for 2006-07 by increasing each step of the schedule by 2.92 percent as shown in Appendices B.1, C, D, D.1, and G.

24.6 Each part-time Non-credit Education and Supplemental Instruction faculty member as defined in Article 33 shall be paid in accordance with their placement on either the Part-Time Faculty Salary Schedules, Appendix C or C.1, or the Supplemental Instruction Faculty Salary Schedule, Appendix E. Effective July 1, 2006, 3 per cent of salary adjustment funds shall be applied to the salary schedule readjustment as described in Section 24.8 and in addition, the 2005-06 Part-Time Non-credit (Adult) Education Faculty Salary Schedule shall be adjusted for 2006-07 by increasing each step of the schedule by 2.92 percent as shown in Appendix E.

Salary Schedule Modifications

24.7 Effective July 1, 2025, all faculty salary schedules were restructured by eliminating step 1 of the prior year's salary schedule, with step 2 becoming the new step 1, step 3 becoming the new step 2, etc. In addition, the full-time salary schedules added steps 14 through 26 to reflect compensation earned from prior Professinal Achievement Awards. And, all part-time salary schedules B.1, C, C.1, D, E, and G shall have the number of steps increased from eight (8) to ten (10).

24.8 Effective July 1, 2019, part-time salary schedules B.1, C, C.1, D, E, and G shall have the number of steps increased from seven (7) to eight (8). In addition, the longevity step requirement shall be eliminated from these appendices.

24.9 Effective July 1, 2015, Appendix C shall be divided into two salary schedules: Appendix C and Appendix C.1. Appendix C shall reflect compensation at 83.5% of Appendix A and apply to part-time faculty employees. The new Appendix C.1 shall have compensation at 77.5% of Appendix A and apply to full-time overload assignments and Article 37 Contract Education. Effective July 1, 2015, part-time salary schedules B.1, C, C.1 (new), D, E, and G, shall have the number of steps increased from six (6) to a total of seven (7).

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

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

Part-Time Faculty Salary Parity

24.12 Effective Fall quarter, 2021, the Part-Time Faculty Salary Schedule, Appendix C, shall be increased to 85 percent of Appendix A, steps 1 through 8, in accordance with the goals set forth in the District parity definition for instructional faculty teaching assignments (Memorandum of Understanding dated February 27, 2008).

24.12.1 Effective Fall quarter, 2015, the Part-Time Faculty Salary Schedule, Appendix C, shall be increased to 83.5 percent of Appendix A, Steps 1 through 7, in accordance with the goals set forth in the District parity definition for instructional faculty teaching assignments (Memorandum of Understanding dated February 27, 2008) as superseded by the 2014-2015 compensation agreement (Memorandum of Understanding dated February 27, 2015).

24.12.2 Continuation of the implementation of parity shall be dependent upon the continuation of funding as described in the Budget Act of 2001. If

a change occurs in the state funding to the District for this program, FA and the District agree to re-open negotiations on parity funding.

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

24.12.4 Effective Fall quarter, 2010, the Part-Time Faculty Salary Schedule, Appendix C, shall be increased to 77.5 percent of Appendix A, Steps 1 through 6, in accordance with the District parity definition for instructional faculty teaching assignments (Memorandum of Understanding dated February 27, 2008).

Article 25
SPECIAL ASSIGNMENTS

25.1 A special assignment is any mutually agreed upon assignment that requires a faculty employee to perform duties other than those that make up their normal teaching, counseling, library or other faculty assignment as defined in Article 1, Section 1.2. Each faculty employee on special assignment other than a department chair or scheduler, shall receive at least as much reassigned time or compensation or both for the special assignment as they received under past practice of the college at which they are employed provided that the volume or complexity of the activities associated with the special assignment remain substantially the same. Department chairs and schedulers shall receive reassigned time or additional pay in accordance with Appendix Z.

25.2 The Board shall provide a faculty employee with sufficient reduction in normal duties to perform any special assignment. The amount of reassigned time given to any faculty employee performing a special assignment other than a department chair or scheduler, shall be determined by mutual agreement between the faculty employee and an appropriate dean or administrator.

Compensation

25.5 Division or Department Chairs and Schedulers: Each faculty employee who is designated as a division or department chair or scheduler shall receive either reassigned time or additional compensation as indicated on Appendix Z.

25.5.1 Under the supervision of the Dean, a department or division scheduler assists with scheduling for all academic terms, including summer session. The division Scheduler will coordinate the schedule request and preference process, create a draft schedule based on the requests and preferences, and revise the draft schedule in consultation with the Dean. The division Dean is responsible for and provides final approval of the schedule.

25.5.2 The Dean and Chair shall clarify expected duties at the start of each academic year. Expected duties include, but are not limited to the following: advocating for departmental interests, scheduling and chairing department meetings, submitting program review after collaboration with faculty in the department, collaborating with dean regarding budget and resource requests, coordinating and/or performing part-time evaluations, hiring in consultation with the dean, and onboarding part-time faculty, responding to student inquiries regarding classes and requirements, and coordinating SLO and Curriculum updates.

25.5.3 As listed on Appendix Z, one person may perform the duties of both the Chair and Scheduler.

25.5.4 A CTE department Chair has additional duties that may include the following: student outreach, dual enrollment coordination, outreach and consultation with potential employers, labor market research, scheduling and coordination of advisory boards, and applying for CTE

specific funding.

25.5.5 Selection of Department Chairs and Schedulers: At least once every three years in the Spring quarter, the Dean shall notify the department or division of an opportunity to be Chair and/or Scheduler. All interested faculty can submit a letter of interest to the Dean. In addition, the department may submit a recommendation to the Dean. The Dean will meet with interested faculty and shall give first consideration to the department recommendation. If the Dean selects someone other than the departmental recommendation, the Dean shall inform the department of the reasons for the alternate selection. When possible, positions should rotate to provide opportunities for interested faculty.

25.5.5.1 If the current Chair or Scheduler is not adequately performing the duties required, the Dean shall provide notification to the faculty member and provide a clear timeline and expectation for improvement. The faculty member can request a meeting with the Dean and shall be informed of their right to FA representation. If sufficient improvement does not occur, the Dean may end the special assignment and notify the department of the opening.

25.6 Evaluators of Part-time Temporary Faculty Employees: Each regular faculty employee designated by management to conduct the official evaluation of a part-time temporary faculty employee as provided in Article 7.11, of the *Agreement*, shall receive compensation in the amount of $300 per evaluation.

25.7 Academic Senate Leadership: Each college Academic Senate shall receive release time of 2.25 FTE per academic year. The Academic Senate itself shall determine the specific distribution of the release time amongst the Senate leadership.

25.7.1 The District Academic Senate President shall receive release from three lecture courses (0.300 – 0.375 depending on departmental load) each academic year.

Re-opener

25.8 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 26
SUMMER SESSION and ACADEMIC RECESS

Scheduling Priority

26.1 Except as provided in Section 26.4, summer session faculty shall be selected in a division in the following order of priority:

26.1.1 Contract or regular faculty employees who were not employed under this article during the preceding summer session or whose effective date of hire was subsequent to the preceding summer session;

26.1.2 Contract or regular faculty employees who were employed under this article during the preceding summer session;

26.1.3 Part-time temporary faculty employees with reemployment preference who were not employed under this article during the preceding summer session;

26.1.4 Part-time temporary faculty employees with reemployment preference who were employed under this article during the preceding summer session;

26.1.5 Part-time temporary faculty employees without reemployment preference who were employed during the previous academic year and who were not employed under this article during the preceding summer session;

26.1.6 Part-time temporary faculty employees without reemployment preference who were employed during the previous academic year and who were employed under this article during the preceding summer session

26.1.7 Faculty employees from other divisions in the District;

26.1.8 Article 19 faculty;

26.1.9 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, except that seniority on the reemployment preference list shall be used as the tie breaker to offer a full summer session assignment for faculty within priority groups 26.1.3 and 26.1.4. Employment under this article in any division in the District constitutes an assignment for purposes of determining a faculty employee's priority in the subsequent summer session.

26.2 At the time of scheduling for summer session, a regular or contract faculty employee who is in active status but who will become a retired faculty employee at

the end of the current academic year shall be selected according to the provisions of 26.1.1 and 26.1.2 for the first summer session following the date of such retirement.

Faculty are advised that due to STRS/PERS statutes effective January 1, 2013 affecting retiree earnings during the first 180 days following retirement, retirees are prohibited from returning to STRS/PERS covered employment with the District for 180 days following the effective date of retirement. Thereafter, the STRS/PERS retiree may return to work under the applicable earnings limitations.

26.3 For non-instructional counseling or librarian assignments during winter or spring academic recess, faculty shall be selected for assignment(s) using the priorities enumerated in Article 26.1, with the phrase "preceding summer session" replaced by "preceding winter recess" or "preceding spring recess."

Board Prerogative

26.4 Notwithstanding Section 26.1, the Board may select up to fifteen (15) individuals district-wide with special characteristics or qualifications as summer session faculty without regard to the priorities contained within Section 26.1. The Board may select employees pursuant to this section when it determines that, by doing so, it will be able to diversify and enhance the summer session program.

26.4.1 During the second week of summer session, the Board shall report to FA a list of all faculty (name, department, and campus) who have been granted an assignment under Article 26.4. The report shall also include a description of the special characteristics or qualifications of these faculty and a justification of the need for use of the Board prerogative.

Definition of "Full" Summer Assignment

26.5 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 they are employed under this article.

Issuance and Acceptance of Assignments

26.6 A summer session assignment is officially offered to a faculty employee only upon the sending via the District Portal (https://myportal.fhda.edu) of an "Assignment Contract" (Appendix S1). The Assignment Contract shall be available on the District Portal at least 28 calendar days before the beginning of the summer session.

26.6.1 The District shall send a "Notification of Assignment" email to the faculty employee at their District email address when the Assignment Contract is posted on the District Portal.

26.6.2 The faculty employee shall indicate acceptance of the Assignment Contract via the District Portal within ten (10) calendar days of the date on which the Notification of Assignment email was sent. If the Assignment Contract is not expressly accepted via the District Portal within these timelines, it shall be deemed to be declined.

26.7 Notwithstanding Section 26.6 above, the following timelines shall apply under the specified circumstances:

26.7.1 If an assignment begins later than the first week of summer session, the faculty employee shall indicate acceptance of the Assignment Contract via the District Portal within ten (10) calendar days of the date on which the Notification of Assignment email was sent or seven (7) calendar days after the start date of the assignment, whichever is earlier. If the Assignment Contract is not expressly accepted via the District Portal within these timelines, it shall be deemed to be declined.

26.7.2 If the Assignment Contract cannot be issued at least 15 calendar days before the beginning of the quarter or (in the case of an assignment that begins later than the first week of the quarter) 15 days before the date on which the assignment is to begin, the offer of assignment may be made orally or by email. If the faculty member agrees to the assignment (that was offered orally or by email), the District shall confirm the offer by posting the Assignment Contract to the District Portal and sending the faculty employee a Notification of Assignment email. The faculty member shall indicate acceptance of the Assignment Contract via the District Portal within ten (10) calendar days of the date on which the Notification of Assignment email was sent or seven (7) calendar days after the start date of the assignment, whichever is earlier. If the Assignment Contract is not expressly accepted via the District Portal within these timelines, it shall be deemed to be declined.

26.8 If a faculty employee 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 26.6 and 26.7, the faculty employee 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.

26.9 If circumstances prevent the issuance of an Assignment Contract via the District Portal as described in Sections 26.6 and 26.7, Assignment Contracts shall be sent via US mail or campus mail at least 28 days before the beginning of the summer session. In such an event, the faculty member shall indicate acceptance of the assignment by signing and returning the Assignment Contract to the Campus Payroll Office within fourteen (14) calendar days of the date on which the

Notification of Assignment email was sent or seven (7) calendar days after the start date of the assignment, whichever is earlier. If the signed Assignment Contract is not received by the Campus Payroll Office within these timelines, it shall be deemed to be declined.

26.10 If an Assignment Contract is cancelled or withdrawn, the Division Dean, or their designee, shall send a notice of the action to the faculty member at their District email address.

Compensation

26.11 Each faculty employee employed as an instructor during a summer session shall be compensated on the basis of 77.5 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 26 and all Professional Recognition Awards earned before the PRA was eliminated in 1986.

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

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

Leaves

26.13 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.

Re-opener

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

Article 27
CALENDAR

27.1 The parties agree to the Academic Calendars for 2025-26, 2026-27, and 2027-28 academic years contained in Appendix H.

Opening Flex Days

27.2 During each of the years specified in Section 27.1, the academic calendar shall consist of 175 days for the academic years 2025-26, 2026-27, and 2027-28. The first day of Fall quarter each academic year, referred to as "District/Senate Flex Day," and the second and third days of Fall quarter each academic year, referred to as "College Flex Days," shall be scheduled for beginning-of-the year meetings including division meetings and other professional development activities. Each flex day consists of a maximum of six hours of required activities, which includes time for lunch. No classes shall be scheduled on these days. When extenuating circumstances exist, the Chancellor, in consultation with the College Presidents and the Academic Senates, may alter the sequence and activities designated for these days. Participation in these flex days is mandatory for contract and regular faculty.

27.2.1 Each part time faculty employee who attends the District Flex Day and/or College Flex Days shall be compensated at a rate of three hundred dollars per day. A full day is equal to six hours of attendance, which includes time for lunch. Part-time faculty who attend less than a full day shall receive a proportional amount based on hours of attendance, up to six hours. This compensation provision excludes full-time faculty who teach overload under Article 7. Part-time faculty shall not have the College and/or District Flex Days included for the purpose of computing the 67 percent load limitation.

Faculty Flex Days

27.3 In addition to the three flex days cited in Section 27.2, three additional faculty flex days (one "Faculty Professional Development Day" and two "Faculty Conference Days") may be used on an elective basis by all regular, contract and part-time faculty. At their own discretion and with the prior approval of the Division Dean or appropriate administrator, faculty employees may schedule a faculty flex day on the school day they designate. A faculty flex day is four to six hours of professional growth activity, planned in accordance with the requirements provided by and outlined in Title 5, in lieu of a day of instructional service during the academic year. Faculty shall provide appropriate notice to the Division Dean or appropriate administrator of their intent to take a faculty flex day pursuant to Appendix H4, "Individual Proposal for Faculty Flex Day." When a faculty employee utilizes a faculty flex day, the Board shall provide a substitute for their class(es) in accordance with Article 16.42.

27.3.1 One "Faculty Professional Development Day" may be utilized at any time of the academic year for the purpose of professional growth activities including conferences and workshops.

27.3.2 Two “Faculty Conference Days” may be utilized during the academic year for the purpose of attending a conference or workshop, or planned district, college, division, or department-wide activities determined through mutual agreement of the participating faculty and the appropriate administrator.

Re-opener

27.4 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 28
NONDISCRIMINATION

28.1 The Board shall not discriminate against any faculty employee with regard to the application and administration of the terms of this *Agreement* on the basis of race, ethnicity, national origin, ancestry, color, sex, gender identity, gender expression, sexual orientation, physical disability, mental disability, medical condition, genetic information, marital status, age, religious creed, military status, veteran's status**,** or any other status legally protected from discrimination.

28.2 The Board shall not discriminate against any faculty employee with regard to the application and administration of the terms of this *Agreement* on the basis of union activity, domicile, political affiliation, or the exercise of any constitutionally protected right.

28.3 The Board shall not act in an arbitrary or capricious manner with regard to application of the terms of this *Agreement*.

Article 29
CONTRACT REVIEW AND CONSULTATION

29.1 The Board and the Association shall establish a Contract Review Committee composed of a mutually agreed upon number of Association officers or negotiation team members and District administrators at the Division Dean level or higher. The committee shall meet once each month at a regularly scheduled time and date to discuss any problems associated with the administration of the *Agreement* and to consult on matters that are topics of consultation under Government Code Section 3543.2. The parties shall not conduct any negotiations at such meetings, and such meetings shall not be the exclusive means by which the parties may consult with each other. Either party may postpone any meeting scheduled pursuant to this section by giving the other party notice of the postponement and an explanation of the reasons therefore. Such notice shall be given at the earliest possible time, preferably at least three working days before the date of the meeting to be postponed. If a meeting is postponed, another date and time shall be established for that month's meeting or the parties may mutually agree to cancel the meeting.

29.2 The Board and the Association shall establish procedures for the keeping and approval of minutes of this committee, and for the timely distribution of these minutes to all appropriate managers and other employees.

Article 30
RESIGNATION AND RETIREMENT

30.1 A resignation of a regular or contract faculty employee is a written notice bearing the signature of the faculty employee, stating their intent to terminate employment with the District.

30.1.1 If the faculty employee is resigning from the District for the purpose of retirement, the written notice shall so specify.

30.1.2 Both resignation from the District and retirement from the applicable retirement system, STRS or PERS, are required to meet the definition of "retired faculty employee" in accordance with Article 1 of this *Agreement.*

30.1.3 The faculty employee may submit their written resignation at any time to the Division Dean or appropriate administrator or the college President who shall promptly deliver it to the Vice Chancellor of Human Resources. Once a resignation is received by the Vice Chancellor of Human Resources, it shall be forwarded to the Board itself for review and acceptance. At the Board meeting where action is taken on the letter of resignation, the letter will be a part of the Board packet, and thus a public document. Faculty shall be responsible for omitting personal information, such as birth date or home address, that they do not want disclosed to the public. The District will not redact personal information from a faculty member's letter of resignation.

30.1.4 The faculty employee may withdraw their resignation without prejudice until seven calendar days after the resignation was delivered to the Vice Chancellor of Human Resources.

30.2 A resignation of a part-time temporary faculty employee is a written notice bearing the signature of the faculty employee, stating their intent to terminate employment with the District.

30.2.1 A part-time temporary faculty employee who elects to 1) resign from the District; 2) resign for the purpose of initiating benefits as a retiree; or 3) resign for the purpose of terminating membership and requesting a refund of contributions under STRS or PERS, shall submit their resignation on Appendix S3 to the Division Dean or Division Office prior to the effective date of their resignation.

30.3 After the Board itself accepts a resignation, the Board itself may at any time consider a written request by the faculty employee to withdraw the resignation.

Article 31
REPRIMAND OF FACULTY EMPLOYEES

31.1 A reprimand is any formal written rebuke or reproof by the Board itself placed in a faculty employee's on-campus personnel file. Other managerial rebukes fall under Article 8.5. No reprimand shall be issued more than 50 school days after the Board discovered or reasonably could have discovered the circumstance or action giving rise to the reprimand.

31.2 The Board itself shall not issue a reprimand to any faculty employee unless:

31.2.1 The faculty employee is informed of the complaints upon which the reprimand is based and is given the opportunity to respond to the complaints at a hearing conducted by the President or their designee;

31.2.2 The faculty employee receives written notification of the purpose of the hearing at least three days before the date of the hearing and of their right to representation at the hearing;

31.2.3 FA has been notified, in writing, of the intent to conduct such a hearing. To preserve confidentiality, the FA conciliator shall be informed only through the FA office.

31.3 The faculty employee or their representative may examine the material upon which the reprimand is based. The faculty employee's response may be written or oral and must be submitted to the President or their designee. The hearing does not include witnesses or the right to cross-examine. The President shall consider the faculty employee's response and report to the Board itself.

31.4 If a faculty employee is not represented by FA at the hearing provided for in Section 31.2.1, FA shall nevertheless have the right to be present at the hearing and to state its views, unless the faculty employee objects in writing to FA's presence.

31.5 If a faculty employee is reprimanded, they may submit the matter to the grievance procedure set forth in Article 5 by alleging that the procedures contained in this article were not followed or that the action of the Board itself in reprimanding the faculty employee was arbitrary or capricious.

31.6 A faculty employee has the right to respond to a reprimand in writing in the manner prescribed in Article 8, Section 8.5, 8.7 and 8.9.

31.7 Two years after a faculty employee has been reprimanded, they may ask the President to remove the reprimand and the written reply as provided in Section 31.6 from the personnel file in accordance with the provisions of Article 8.7.

Article 32
DURATION

32.1 This *Agreement* shall become effective on the date of signing and shall continue in effect through June 30, 2028. The parties agree to complete negotiations during the 2025-26 academic year on all articles not addressed or resolved during the 2024-25 negotiations. In addition to these articles and those that may be reopened by their own terms, either party may reopen negotiations on Articles 22A (Paid Benefits for Part-Time Faculty) and 24 (Salaries for Faculty Employees), Appendices A through G (Salaries for Faculty Employees), and on one other article for the 2026-27 and 2027-28-2024 fiscal years by serving the other party a written request to reopen negotiations, not later than June 1, 2026 (for 2026-27) and June 1, 2027 (for 2027-28).

32.2 Reopening articles other than those specified in section 32.1 shall require mutual agreement of the Board and FA.

Article 33
NON-CREDIT EDUCATION AND SUPPLEMENTAL INSTRUCTION

33.1 This article applies only to Non-Credit Education and Supplemental Instruction faculty employees who possess the appropriate minimum qualifications as set forth by the Board of Governors and who are employed to teach non-credit adult education or supplemental instruction courses for which the Board claims state apportionment.

33.2 Non-Credit Education and Supplemental Instruction faculty shall be responsible for meeting their assigned courses on time and regularly. They shall also be responsible for class preparation, all required record keeping, and the preparation of all necessary local and state reports.

33.3 Load factors for Non-Credit - and Supplemental Instruction courses shall be assigned in accordance with the FHDA Load Table:

33.3.1 Load factors for supplemental instruction courses (e.g. NCBS 405) and non-credit courses that do not receive Enhanced non-credit funding are based on a full-time definition of twenty-two (22) class contact hours per week.

33.3.2 Load factors for non-credit courses that do receive Enhanced non-credit funding, excluding supplemental instruction courses (such as NCBS 405), shall be the same as the load factor(s) assigned to credit courses with equal number of weekly contact hours in the same discipline.

33.4 Part-time temporary Non-Credit and Supplemental Instruction faculty shall be paid on:

33.4.1 The Part-Time Faculty Hourly Salary Schedule for Non-Credit Education, Appendix E, when the assignment is Supplemental Instruction. All new part-time temporary Supplemental Instruction faculty members shall be placed on the appropriate column and step of the salary schedule. To become eligible to advance to a subsequent step, a part-time Supplemental Instruction faculty member must perform satisfactorily for one year and accumulate 770 class hours of work. All eligible part-time Supplemental Instruction faculty members shall be advanced to the next appropriate step at the beginning of the quarter immediately following the completion of the required class hours of work.

33.4.2 The appropriate Part-Time Faculty (Credit) Salary Schedule, either Appendix C or C.1, when the assignment is a Non-Credit assignment other than Supplemental Instruction. Part-time faculty paid on Appendix C shall perform all required office hours, as described in Article 7.

33.5 Reemployment preference shall be maintained in accordance with Article 7.10.1.

Article 34
ONLINE LEARNING

Online Learning courses are courses offered fully online or hybrid. For the purposes of this article, an "online" course is one in which weekly instruction for all contact hours is delivered entirely online, and a "hybrid" course is one in which weekly instruction is delivered through a combination of online and regularly scheduled face-to-face instruction. The Faculty Association and the Board recognize that, in certain circumstances, the demands and nature of online learning instruction require modification of some contractual provisions contained in this *Agreement*. Therefore, the following procedures are adopted.

Scheduling of Assignments

34.1 Online learning assignments shall be made in accordance with the normal scheduling process as specified in Article 7 for part-time faculty, Article 10 for regular and contract faculty, and Article 26 for summer session faculty. Nevertheless, because online learning assignments require special expertise, only faculty employees who possess the appropriate campus training, preparation and skills in online pedagogy and course design shall be assigned an online learning course.

34.2 Online learning assignments shall be made through mutual agreement between the faculty employee and the appropriate administrator with the exception of assignment under Article 10.5. When Article 10.5 is invoked for the purpose of assigning online learning courses, no faculty employee shall be required to teach an online class for a period exceeding six quarters.

Class Size

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

Training

34.4 When a faculty employee is required to complete a college-mandated training course prior to engaging in online instruction, the District shall waive the fees, if any, for such training. Academic unit(s) or workshop hours earned through this mandated training shall be creditable toward advancement on the salary schedule and/or the Professional Achievement Award under Article 38.4.2.

34.5 A faculty employee may apply for a maximum of three (3) quarter units of professional growth activity (PGA) applicable to column change and step advancement or the Professional Achievement Award under Article 38.4.2 when they (a) develop an online course or a hybrid course and is subsequently scheduled to teach it; or, (b) converts an existing online course or hybrid course to a new platform or course management system when required to do so as a consequence of a college decision to change its designated platform. The college shall determine the requirements for earning the unit credits.

College Designated Platform and Technical Support

34.6 All faculty employees who teach an online course or a hybrid course shall use the course management system designated by the college. The District shall provide technical support for the college-designated course management system(s). The District shall be responsible for all support functions including student orientation and training.

Load Requirements and Limitations

34.7 A faculty employee working exclusively online in one or more academic quarters shall fulfill all of their assigned duties in accordance with Article 10.7, 10.8, and 10.9.

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

Reopener

34.9 The parties agree to reopen negotiations on this article during the 2025-26 academic year.

Article 35
TRAINING/RE-TRAINING STIPEND

Funding

35.1 In addition to the funds set aside under Article 37.2.8, the Board shall annually appropriate $75,000 per year for the purposes of this article. Any balance remaining in the fund at the end of the prior academic year shall be carried over into the subsequent year and shall remain available for the purposes of this article; however, the amount carried over from the previous year shall not exceed $75,000.

Eligibility

35.2 A faculty employee shall be eligible to apply for a stipend under this article if they are:

35.2.1 Employed as a full-time regular faculty employee (must be tenured as of school year in which program will commence);

35.2.2 Participating in, or has firmly established plans to begin participating in, a program of study, work experience, or training that will expand skills in their current field or the number of areas in which they are qualified to perform services for the District.

Purpose of Stipend

35.3 A stipend may be approved for either or both of the following purposes:

35.3.1 To defer, in whole or in part, the cost of tuition fees, books, or supplies; negotiated rates can found in Appendix R.

35.3.2 To supplement the faculty employee's income, if necessary and appropriate, while they are engaged in a program of study, work experience or training requested by the Board in order to meet the needs of the District and its students, and when such study, work, or training requires the faculty employee to live away from their home and results in the faculty employee incurring additional living expenses. A recommendation from the President is required for this funding.

35.4 Stipends may not be used for travel, meals, lodging, or conference fees. Funds for these expenditures may be requested through the office of Professional Development. These funds include Professional Conference Funds (Article 36) or any other funds available for faculty professional development.

Application Process

35.5 A regular faculty employee who wishes to apply for a stipend shall file an electronic application (Appendix R) with the District Office of Human Resources for review by the District Professional Development Leave Committee, with a copy to the college President or their designee. It is the responsibility of the faculty

employee to apply using the electronic submission process of Appendix R by May 1. The application shall include or be accompanied by:

35.5.1 The details of the faculty employee's program of study, work experience or training;

35.5.2 The manner in which the program will enable the faculty employee to expand skills in their current field or the number of areas in which they are qualified to perform services for the District;

35.5.3 The purpose, as described in Section 35.3 for which the stipend will be used; and

35.5.4 The amount of the proposed stipend with a budget of expenses to be covered by the stipend.

35.5.5 If the purpose of the stipend is to acquire minimum qualifications for a new discipline, the faculty employee shall also submit the application to the dean or appropriate administrator responsible for the area of study requested for comment before filing the application with the Professional Development Leave Committee.

35.5.6 An applicant who will be notified of an admissions decision for their planned program of study after the May 1 deadline may submit an application that includes an alternate plan of study and request for funds on Appendix R.

35.5.6.1 The applicant must notify the District Office of Human Resources which plan they will use when the applicant receives their admission decision.

35.6 Requests for funds can be made for studies that begin in the next college year only, July 1 – June 30.

35.6.1 Normally, when a plan of study, work experience, or training requires more than one year, a separate application is submitted for each college year.

35.6.2 However, if a plan of study, work experience, or training spans two academic years, only one application is required for that activity, submitted for the academic year in which the activity begins. If approved, the PDL committee shall award a proportional amount from each academic year during which the program occurs (e.g. if the training occurs January through December, then half of the stipend shall be from one academic year's funds and the other half from the following academic year's funds).

35.7 The Professional Development Leave Committee shall give first priority to applications submitted by faculty employees whose primary teaching or service area is overstaffed or likely to become overstaffed in the near future.

35.8 The Board itself shall approve a stipend upon recommendation of the Professional Development Leave Committee that the stipend will assist the faculty employee in meeting minimum qualifications for a new discipline, or in expanding skills in their

current field or the number of areas in which they are qualified and competent to perform services for the District.

35.8.1 The stipends are calculated as shown on Appendix R. In the event that the calculated amounts for all applicant requests exceed the total available funds, applicants will receive a proportionally reduced percentage of their request.

35.8.2 The stipend, or the appropriate portion thereof, shall be paid to the Article 35 applicant as a reimbursement of expenses after verification that the approved activities have been completed. Verifying documents shall be submitted to the District Office of Human Resources.

35.9. If funds remain after the Board approves stipends from the May 1 applications, a second round of applications shall be accepted November 1, for activities that occur between July 1 and June 30 of the same college year.

35.10 A stipend may, but need not, be awarded in conjunction with a Professional Development Leave or a full-time or part-time leave without pay.

Re-opener

35.11 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 36
PROFESSIONAL CONFERENCE FUND

Funding

36.1 The Board shall annually appropriate at least $200,000 for a Professional Conference Fund. Of those funds, the district shall appropriate $120,000 per year for De Anza College and $80,000 per year for Foothill College. Any balance, remaining in the campus fund at the end of the academic year shall be carried over into the subsequent year and shall remain available for the purposes of this article. If this remaining balance exceeds $50,000, the amount above $50,000 will be given to the Professional Development Office(s) at the campus(es).

Purpose of the Fund

36.2 The Professional Conference Fund at each college shall be used to defray in whole or in part the cost of attendance by faculty employees at professional conferences or seminars, including the cost of fees, travel, lodging, and meals, not to exceed $2,000 per employee per year. While $2,000 is the maximum individual funding per employee, actual funding may be lower due to limitation of funds or other criteria established by the committee. In addition, Professional Conference Funds can be used to defray the cost of travel, meals, and lodging associated with approved Training/Retraining Stipend (Article 35) activities.

Administration of the Fund

36.3 The Professional Conference Fund shall be administered at each college under procedures established by the President with the concurrence of FA and the Academic Senate. If concurrence is not reached, the fund shall be administered by a Professional Conference Committee composed of one regular faculty employee selected by FA, one regular faculty employee selected by the Academic Senate, and two management employees selected by the President.

36.3.1 The committee shall select its chair, set its meeting times, and determine its own procedures by majority vote.

36.3.2 The committee shall award reimbursements from the Professional Conference Fund on the basis of the professional merit of conferences and seminars attended.

Application Process

36.4 A faculty employee who wishes to receive funding for attendance at a professional conference or seminar shall file a written application with the President or the Professional Conference Committee if one is established. The form of the application shall be determined by the President in consultation with FA or by the committee but shall include at the minimum the nature and purpose of the conference or seminar, the total cost of the conference or seminar to the applicant, and the amount of funding requested.

36.4.1 Those eligible for funding shall be regular and contract faculty, and part-time faculty with reemployment preference.

Re-opener

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

Article 37
CONTRACT EDUCATION

Definition

37.1 "Contract Education" shall mean educational services that are either: (1) provided by the District for remuneration under contracts with businesses or other agencies, or (2) received by the District for remuneration under contracts with businesses or other agencies. These educational services may be offered or received in the form of:

37.1.1 Credit and noncredit contract education whether fee based or supported in part or entirely by state apportionment; or

37.1.2 Not-for-credit contract education.

Credit and Noncredit Contract Instruction

37.2 Credit and noncredit contract education as referred to in Section 37.1.1 above when provided by the District for remuneration under contracts with businesses or other agencies shall be referred to as "contract instruction" and shall be governed by this section.

37.2.1 All credit or noncredit classes offered to District students as contract instruction shall meet all requirements of regular courses offered for District credit or noncredit including the appropriate curriculum approval process.

37.2.2 Faculty employed by the District to teach credit or noncredit classes must possess minimum qualifications and shall be evaluated by the administrator or designee from the appropriate discipline at least once during the first three quarters, and as otherwise required by law.

37.2.3 The contract instruction program is a district-wide program. Faculty are selected in consultation with the appropriate Division Dean from the college in the appropriate service area. The Division Dean shall inform faculty of the availability of contract instruction classes.

37.2.4 All appropriate provisions of the *Agreement* shall apply to "contract instruction."

37.2.4.1 During the regular academic year faculty shall be paid according to Article 7, Appendix C, or Article 33, Appendix E, as appropriate. During summer session, faculty shall be paid according to Article 26.12.

37.2.4.2 Faculty teaching contract instruction classes offered for credit shall earn service credit toward reemployment preference per Article 7.1.3.

37.2.4.3 Notwithstanding the above, the provisions of Article 7.12 regarding the offering of assignments according to reemployment preference shall not apply to faculty

teaching contract instruction classes under Article 37.2. In addition, the provisions of Article 26.1 regarding the selection of faculty for summer assignments shall not apply to faculty teaching contract instruction classes.

37.2.5 Faculty employees retained to perform contract instruction shall observe all applicable rules and regulations of the business or other agency receiving the services, shall meet periodically with representatives of the business or other agency to seek to tailor the contract instruction services to the agency's particular needs, and shall comply with the reasonable requests of the business or other agency to the extent compliance is consistent with appropriate standards of professional conduct and maintenance of outstanding quality in the services by the faculty employee.

37.2.6 A contract or regular faculty employee shall not be assigned to perform contract instruction as a part of their normal load except in unusual circumstances, and then only with the mutual agreement of the faculty employee and the Board after consultation with FA.

37.2.7 In consideration of the extra demands associated with contract instruction work (for example, extra preparation and meetings, extra travel, and special performance requirements), each faculty employee who performs such work shall receive additional premium pay of at least five percent of the salary payable for the services rendered based on Appendix C of this *Agreement* (Part-Time Faculty Salary Schedule) and may, upon mutual agreement with the Board, receive additional premium pay up to ten percent of that salary.

37.2.8 Ten percent of the net income earned from outgoing contract instruction under this subsection (not to exceed $15,000 per year) shall be placed in a special fund for the purpose of training/retraining under Article 35. ("Net income earned" from contract instruction is the balance remaining after all direct expenses have been deducted from the gross proceeds of outgoing contract instruction agreements.)

Credit and Noncredit Agency Education

37.3 Credit or noncredit contract education as referred to in Section 37.1.1 when received by the District under contract with outside educational services, businesses or agencies shall be referred to as "agency education."

37.3.1 Such contracts to provide educational services to District students may be entered into under the following conditions:

37.3.1.1 The physical facilities, equipment, and support services necessary to provide the services are not available within the District; and

37.3.1.2 There are no qualified faculty, as defined in Article 7.12 of this *Agreement*, within the District available to provide the services to students; or

37.3.1.3 The Board and the FA mutually agree in writing to additional criteria or on a case-by-case basis where there are other significant factors which necessitate this type of agency education.

37.3.2 For the purpose of implementing this Section, FA shall be given written notice of proposed "agency education" agreements as soon as practical by the District but in no event less than thirty (30) days before such a contract is presented to the Board. The District shall consult with FA regarding the proposed agreement and make available relevant information for the consultation process. (See Appendix M.)

37.3.3 All credit or noncredit classes offered to District students as agency education shall meet all requirements of regular courses offered for District credit or noncredit in the regular academic program, including appropriate curriculum approval process.

37.3.4 When faculty are retained by the outside agency to teach agency education classes as provided for in Sections 37.3.1.1 and 37.3.1.2 or 37.3.1.3, such faculty shall meet the same minimum qualifications as faculty of the appropriate discipline and be evaluated at least once during the first three quarters of teaching. Such faculty are considered employees of both the District and the contracted agency which is responsible for their salary in accordance with Title V 58058 (b) and shall be compensated in a manner consistent with the policies of the contracted agency. Nothing herein is intended to affect the status of independent contractors.

37.3.5 In consideration of the extra administrative demands associated with agency education, the District shall submit to FA an amount which is the equivalent of one percent of the agency education contract, whenever such a contract has been approved by the Board.

Not-for-credit Contract Education

37.4 Not-for-credit contract education as defined in Subsection 37.1.2 shall be governed by this Section of this article only. No other provisions of this *Agreement* shall apply.

37.4.1 Courses offered not-for-credit under Section 37.1.2 are not intended to meet the same objectives and standards as a course in the credit or noncredit curriculum.

37.4.1.1 However, if a "not-for credit" course meets the same objectives and standards as a course in the credit curriculum, the faculty teaching the course shall both meet the minimum qualifications for the discipline and be compensated in the same manner as faculty in the regular non-contract education program (Education Code Section 78022 (d)).

37.4.1.2 The Contract Education Office or an appropriate administrator shall meet with the appropriate subject

matter Division Dean and two full-time faculty members from the division (in the subject matter area when possible) to decide whether a proposed not-for-credit offering does or does not meet the same objectives and standards as a course in the credit or noncredit curriculum.

37.4.2 The Board shall have the exclusive right to select those who perform not-for-credit contract education and such individuals shall serve at the pleasure of the Board or as otherwise agreed by contract with the Board.

Re-opener

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

Article 38

PROFESSIONAL ACHIEVEMENT AWARDS (PAA)

All Professional Achievement Awards are deleted effective July 1, 2025.

Article 39
INTELLECTUAL PROPERTY

39.1 The District encourages the intellectual scholarship and academic creativity of faculty employees as an inherent part of the educational mission of the colleges. To that end, this article seeks to protect and promote the traditional academic freedom of the District's faculty in matters of intellectual property, and to balance the interests of faculty and the District reasonably and fairly in establishing ownership rights to intellectual property that has been created.

Definitions

39.2 The following definitions shall apply to this article:

39.2.1 "Intellectual property" includes "Works" and "Inventions."

39.2.2 A "Work" is any material which is eligible for copyright protection, including (but not limited to) books, articles, reviews, dramatic or musical compositions, poetry, instructional materials (e.g., syllabi, lectures, student exercises, workbooks, readers, lab manuals, multimedia programs, tests, etc.), fictional or non-fictional narratives, analyses, (e.g., scientific, logical, opinion or criticism), works of art or design, photographs or films, video or audio recordings, computer software, architectural and engineering drawings, musical compositions. A Work may be recorded in any enduring medium (e.g., print, film, or digital media, etc.), or in any electronically mediated form (e.g., video or audio broadcast, html transmissions, or email attachments), or may exist in any tangible form (e.g., a sculpture, painting, or structure).

39.2.3 An "Invention" is any creation, improvement, development, idea, discovery, process, method or product, whether patentable or unpatentable, including (but not limited to) a device, design, model, or composition of matter.

39.2.4 A "District-commissioned Work" is an original work or invention prepared by a faculty employee at the explicit request of the District (i.e., a "Work for Hire").

39.2.5 A "Copyright" is the ownership and control of the intellectual property in "original works of authorship" that is subject to copyright law. Copyright subsists in original works of authorship that have been fixed in an tangible medium of expression from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device. Original works include but are not limited to those specified in Section 39.2.2.

39.2.6 A "Patent" is the grant of a property right to the inventor that excludes others from making, using, offering for sale, or selling an invention in the United States or importing the invention into the United States.

39.2.7 "Ownership" is all legal rights, title and interest in a work or invention and includes royalties or any other form of compensation derived from the Work or Invention.

Ownership and Related Rights of Faculty Employees

39.3 Ownership and related rights of faculty employees:

39.3.1 Ownership of copyrights or patents for a work or invention developed by a faculty employee outside their normal teaching, scholarly or employment activities, when the work or invention is not a District-commissioned work, shall belong exclusively to the faculty employee.

39.3.2 Ownership of copyrights or patents for a work or invention developed by a faculty employee during their normal teaching, scholarly or employment activities, including professional development leave, when the work or invention is not a District-commissioned work, shall belong exclusively to the faculty employee.

39.3.3 Ownership of copyrights or patents for a work or invention developed by a faculty employee either outside or during their normal teaching, scholarly or employment activities, including professional development leave, when the faculty employee has utilized or relied upon District facilities, equipment or support services to a substantial degree, or has received reassigned time or a stipend for the express purpose of development of the work or invention, and the work or invention is not a District-commissioned work, shall belong to the faculty employee subject to the following condition:

39.3.3.1 The District shall retain the non-exclusive, non-transferable, royalty-free license to use the work or invention. However, a faculty employee who develops electronically mediated course content under this provision shall have exclusive rights to the content.

39.3.4 Upon the death of a faculty employee, ownership as set forth in this section shall be transferred to the faculty employee's heirs or estate.

Ownership and Related Rights of the District

39.4 Ownership and related rights of the District:

39.4.1 If the District contracts with a faculty employee for the express purpose of creating a district-commissioned Work (i.e., a "Work for Hire") or an institutional effort, ownership of copyrights or patents shall reside in the District. In such cases, the faculty employee and the District shall enter into a formal agreement setting the terms of the District-commission, and the faculty employee shall be apprised of the District's right to ownership of the copyright or patent.

39.4.2 If the District wishes to record or broadcast any classroom, laboratory, or other instructional activity, it shall first obtain the permission of the faculty employee. Before the District may enter into an agreement for

commercial redistribution of recorded or broadcast instructional activity performed by a faculty employee as part of their employment with the District, the District shall first obtain the written permission of the faculty employee. Ownership of copyright shall reside in the District.

39.5 If the District and a faculty employee enter into a separate agreement for a specific project, the right to claim copyright/patent ownership shall be governed by the terms of the specific agreement.

39.6 Ownership rights related to copyrightable or patentable material produced by a faculty employee as a result of a grant shall be governed by the terms of the grant. If ownership rights are not specified otherwise, the copyright/patent shall belong to the faculty employee.

Responsibility for Registration of Copyright or Patent

39.7 Responsibility for registration of copyright/patent shall lie with the owner of the copyright/patent.

Royalty Distribution

39.8 Royalty distribution rights shall parallel ownership of copyright/patent in accordance with Sections 39.3 through 39.6.

Re-opener

39.9 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 40
INVESTIGATIONS

Mutual Respect for a Fair Investigative Process

40.1 The District has the authority and obligation to investigate complaints, reports and/or other credible information that a unit member has engaged in misconduct. Unit members are entitled to be presumed innocent of wrongdoing during the investigation process, are entitled to certain due process protections during the investigation process and shall be treated with the same dignity and respect as alleged victims and complainants.

Definition of Non-investigatory Interviews and Misconduct Investigations

40.2 *Non-Investigatory Interviews*

In the day-to-day operation of the District, administrators and unit members meet regularly to share information. These are not investigatory interviews; however, if an administrator reasonably expects that such a meeting may elicit information that warrants discipline, the administrator shall notify the unit member in advance. The unit member shall then have the right to bring an FA representative to the meeting. In addition, a unit member may independently decide to bring an FA representative to any meeting if the unit member reasonably believes that it could lead to discipline.

40.3 *Misconduct Investigations*

A misconduct investigation is a District-initiated investigation of a faculty member alleged to have engaged in misconduct, based on information received from a formal or informal complaint made by an identifiable author, a credible report of misconduct, manager observations, or other credible sources of information. An anonymous accusation shall not form the basis for initiating an investigation unless credible documentation or evidence is provided corroborating the anonymous accusation or claim beforehand, or, if accurate and true, the accusation or claim presents an imminent threat to the health or safety of others. Should the accuser remain anonymous, the faculty member may not be disciplined based on the accuser's accusations or claims unless at the end of an investigation, the faculty member is found responsible for misconduct. Disciplinary decisions shall be supported by just cause.

Notification of Investigation

40.4 A faculty member who is under investigation shall be notified no later than 10 business days before the faculty member’s appointment for the investigatory interview. The notification shall include:

40.4.1 *Notification* that the faculty member has a right to FA representation.

40.4.2 *A form* on which the faculty member acknowledges receipt of this notification of right to representation and indicates whether the faculty member is authorizing disclosure of the investigation to FA. If the faculty member authorizes disclosure, FA shall be copied on all communication to the faculty member regarding the investigation.

40.4.3 An *introductory statement* that:

The District takes a neutral stance when investigating possible misconduct and no findings of wrongdoing have been made;

The District maintains confidentiality of the investigation to the fullest extent possible;

No findings will be made prior to completion of the investigation, and the investigation will not be closed until after the scheduled date of the faculty member's interview;

The faculty member is advised to refrain from contacting the complainant(s) or witnesses to avoid even the appearance of interference or retaliation. However, the faculty member may contact and discuss the investigation with FA representative(s), or legal counsel, and may confer with their colleagues for their mutual aid and protection. Faculty may also exercise rights as recognized under the Educational Employment Relations Act (EERA);

Every effort will be made to complete the investigation within ninety (90) days of the date when the District first received the complaint or information triggering the investigation. When this is not possible:

The faculty member shall receive a status update on where the District is in its investigation and when it expects to be completed; and

In cases in which FA represents the faculty member, the District and FA shall meet to discuss the progress of the investigation;

Once the investigation is complete, the faculty member shall receive notice of the findings of the investigation, and whether the allegations investigated were sustained;

In the event the investigation leads to disciplinary action, the faculty member shall be afforded all of the pre-discipline due process rights to which they are entitled. This includes providing the faculty member, and

FA with the faculty member's consent, with a copy of the information relied upon to issue the charges, including but not limited to, the Investigation Report or a detailed summary of the Investigation Report; and

District policy and law prohibit retaliation of any kind against anyone involved in the investigations, or against anyone the faculty member believes to have provided information or otherwise cooperated in the investigation. Such conduct constitutes an independent basis for discipline, up to and including termination.

40.4.4 A *Summary* of the interview subject matter including:

The name of the complainant(s) or individual(s) whose concerns caused the District to initiate an investigation, or the credible documentation or evidence that corroborates an anonymous accusation or claim (see B2).

What allegedly occurred. The faculty member shall be entitled to a detailed description of the subject matter and alleged conduct or actions under investigation;

When the incident(s) allegedly occurred. The notice shall be as specific as possible, based on the information available at the time the notice is given;

Where the incident(s) allegedly occurred. The notice shall be as specific as possible, based on the information available at the time the notice is given;

This information shall be current and accurate at the time of the interview. If, after interviewing the faculty member, the District learns of other allegations during the investigation and seeks to interview the faculty member again, the faculty member shall be provided with a second notification, including a new detailed summary of the subject matter of the interview within a reasonable amount of time prior to the interview;

If prior to interviewing the faculty member, the District learns of other allegations it wishes to address during the interview, the faculty member shall receive a revised notification, with an updated detailed summary of the subject matter of the interview, within a reasonable amount of time prior to the interview.

Additional Information to FA

40.5 When FA represents the faculty member under investigation, the District shall provide FA with the following information within a reasonable amount of time prior to the investigatory interview:

A copy of the written complaint if there is one; or

In those cases where there is no written complaint, a detailed written summary of the allegations under investigation based on the information available at the time the notice is given.

Additional information requested by FA in its representation of the faculty member under investigation.

Placement on Paid Administrative Leave while an Investigation is Pending

40.6 *Definition of Paid Administrative Leave*

Paid administrative leave is a non-disciplinary leave that includes all compensation and benefits to which the faculty member would be entitled but for placement on this leave.

40.7 *Basis for Leave*

A non-disciplinary paid leave can be disruptive and upsetting to a faculty member who is under investigation. Therefore, such leaves shall be imposed only where the District concludes that the alleged misconduct includes:

Acts of retaliation or intimidation;

Acts of serious dishonestly or the destruction of property;

Allegations which, if true, present a reasonable concern for the health and safety of others;

Allegations which, if true, present a reasonable concern that the faculty member's students are suffering educational harm; or

Allegations the nature of which require the immediate preservation of physical evidence which may be compromised if the faculty member is not placed on leave.

40.8. *Notice of Paid Administrative Leave*

In accordance with Education Code 87623:

Non-Emergency Situation: At least two (2) business days prior to placing a faculty member on involuntary, paid administrative leave, the District shall provide the faculty member with written notification of the allegations of misconduct upon which the decision to place the faculty member on leave is based.

The notice shall also include an explanation that while the administrative leave constitutes a directive to stay away from the workplace, it does not apply to the FA office or areas and events that are open to the public. The notice may also instruct the faculty member to remain available to the District for questioning during the faculty member's regular work hours. This notice is separate from the Employee Notice of Investigation above.

Emergency Situation: Where the District concludes that the specific allegations, if accurate and true, present a serious risk of physical danger or other necessity, the District may place the faculty member on an immediate, paid administrative leave without advance notice. In such instances, the Employee Notice of Investigation as described above shall be provided within five (5) business days of the faculty member being placed on leave.

40.9 *Status Updates*

The District will provide the faculty member with a monthly status report on the progress of the investigation and estimated date of completion.

40.10 *Time of Leave*

The District should complete the investigation within ninety (90) days of placing the faculty member on leave. When this is not possible, the District shall provide the faculty member with a written explanation as to the reason why, and a reasonable estimate of when the investigation will be completed.

Investigations Subject to Statutory Deadlines

40.11 Various laws and regulations create deadlines by which certain investigations must be completed. These include, but are not limited to, the requirement under Title 5 of the California Code of Regulations that investigations into formal discrimination complaints be completed within 90 days; the requirement under Education Code 87623 that investigations of faculty members placed on paid administrative leave should be completed within 90 days; and the requirement under Title IX that complaints of sexual misconduct be completed within 60 days.

Closure of Investigation

40.12 *Investigations Where Allegations are Not Sustained*:
The faculty member shall be provided with written notice that the allegations have not been sustained and confirmation that nothing related to the allegations or investigation will be placed in the faculty member's personnel file. The notice will include a summary of the investigation report. Records related to unsustained

allegations, including the investigation report shall be maintained in a separate investigation file in a secure location by the Office of Human Resources and apart from the faculty member's personnel file for the period required by law.

40.13 *Investigations Where Some or All of the Allegations are Sustained*:
The faculty member shall be provided with written notice summarizing the findings as to each allegation and whether it was sustained. The faculty member shall also be provided with a copy of the full investigation report. If the District relies on it for disciplinary action under Articles 8 or 31 of the *Agreement,* it shall also provide the faculty member with a notice of placement of derogatory information in the personnel file and the faculty member may respond to the derogatory information within ten (10) school days, if applicable, with an additional ten (10) school days upon written request to the District Office of Human Resources (Article 8.5). The investigation report shall be maintained in a separate investigation file in a secure location by the Office of Human Resources and apart from the faculty member's personnel file.

Statutory Rights to Information and Documents

40.14 Nothing in this article shall waive or supersede the District's, FA's or a faculty member's right to request and receive information and documents as allowed by the EERA, Education Code or other law.

Appendix A

Full-Time Faculty Salary Schedules

2025 – 2026

Appendix A.1 – 10 month (175 day contract)
Appendix A.2 – 11 month (195 day contract)
Appendix A.3 – 12 month (215 day contract)

APPENDIX A.1
10 Month – 175 Contractual Days
Full-Time Faculty Salary Schedule
2025-26 Restructure
Foothill-De Anza Community College District

COLUMN	I	II	III	IV	V
STEP					
A (1)	$76,596	$80,488	$84,380	$88,271	$92,163
B (2)	$80,488	$84,380	$88,271	$92,163	$96,055
C (3)	$84,380	$88,271	$92,163	$96,055	$99,947
D (4)	$88,271	$92,163	$96,055	$99,947	$103,838
E (5)	$92,163	$96,055	$99,947	$103,838	$107,730
F (6)	$96,055	$99,947	$103,838	$107,730	$111,622
G (7)	$99,947	$103,838	$107,730	$111,622	$115,514
H (8)	$103,838	$107,730	$111,622	$115,514	$119,406
I (9)	$107,730	$111,622	$115,514	$119,406	$123,297
J (10)	$111,622	$115,514	$119,406	$123,297	$127,189
K (11)	$115,514	$119,406	$123,297	$127,189	$131,081
L (12)	$119,406	$123,297	$127,189	$131,081	$134,973
M (13)	$123,297	$127,189	$131,081	$134,973	$138,980
N (14)	$126,597	$130,489	$134,381	$138,273	$142,280
O (15)	$126,597	$130,489	$134,381	$138,273	$142,280
P (16)	$126,597	$130,489	$134,381	$138,273	$142,280
Q (17)	$130,722	$134,614	$138,506	$142,398	$146,405
R (18)	$130,722	$134,614	$138,506	$142,398	$146,405
S (19)	$130,722	$134,614	$138,506	$142,398	$146,405
T (20)	$135,397	$139,289	$143,181	$147,073	$151,080
U (21)	$135,397	$139,289	$143,181	$147,073	$151,080
V (22)	$135,397	$139,289	$143,181	$147,073	$151,080
W (23)	$140,347	$144,239	$148,131	$152,023	$156,030
X (24)	$140,347	$144,239	$148,131	$152,023	$156,030
Y (25)	$140,347	$144,239	$148,131	$152,023	$156,030
Z (26)	$145,347	$149,239	$153,131	$157,023	$161,030

COLUMN PLACEMENT		
Column I	1	Associate's Degree and six years of appropriate work experience, or
	2	Bachelor's Degree and two years of appropriate work experience
Column II	1	Master's Degree, or
	2	Bachelor's Degree, two years of appropriate work experience, and 24 semester units subsequent to Bachelor's
	3	Associate's Degree, six years of appropriate work experience, and 24 semester units subsequent to Associate'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 date of Bachelor's
	4	Associate's, six years of appropriate work experience, and 48 semester units subsequent to date of Associate'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

APPENDIX A.2
11 Month - 195 Contractual Days
Full-Time Faculty Salary Schedule
2025-26 Restructure
Foothill-De Anza Community College District

COLUMN	I	II	III	IV	V
STEP					
A (1)	$84,256	$88,537	$92,818	$97,099	$101,380
B (2)	$88,537	$92,818	$97,099	$101,380	$105,661
C (3)	$92,818	$97,099	$101,380	$105,661	$109,942
D (4)	$97,099	$101,380	$105,661	$109,942	$114,222
E (5)	$101,380	$105,661	$109,942	$114,222	$118,503
F (6)	$105,661	$109,942	$114,222	$118,503	$122,784
G (7)	$109,942	$114,222	$118,503	$122,784	$127,065
H (8)	$114,222	$118,503	$122,784	$127,065	$131,346
I (9)	$118,503	$122,784	$127,065	$131,346	$135,627
J (10)	$122,784	$127,065	$131,346	$135,627	$139,908
K (11)	$127,065	$131,346	$135,627	$139,908	$144,189
L (12)	$131,346	$135,627	$139,908	$144,189	$148,470
M (13)	$135,627	$139,908	$144,189	$148,470	$152,878
N (14)	$139,257	$143,538	$147,819	$152,100	$156,508
O (15)	$139,257	$143,538	$147,819	$152,100	$156,508
P (16)	$139,257	$143,538	$147,819	$152,100	$156,508
Q (17)	$143,794	$148,075	$152,357	$156,638	$161,046
R (18)	$143,794	$148,075	$152,357	$156,638	$161,046
S (19)	$143,794	$148,075	$152,357	$156,638	$161,046
T (20)	$148,937	$153,218	$157,499	$161,780	$166,188
U (21)	$148,937	$153,218	$157,499	$161,780	$166,188
V (22)	$148,937	$153,218	$157,499	$161,780	$166,188
W (23)	$154,382	$158,663	$162,944	$167,225	$171,633
X (24)	$154,382	$158,663	$162,944	$167,225	$171,633
Y (25)	$154,382	$158,663	$162,944	$167,225	$171,633
Z (26)	$159,882	$164,163	$168,444	$172,725	$177,133

COLUMN PLACEMENT		
Column I	1	Associate's Degree and six years of appropriate work experience, or
	2	Bachelor's Degree and two years of appropriate work experience
Column II	1	Master's Degree, or
	2	Bachelor's Degree, two years of appropriate work experience, and 24 semester units subsequent to Bachelor's
	3	Associate's Degree, six years of appropriate work experience, and 24 semester units subsequent to Associate'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 date of Bachelor's
	4	Associate's, six years of appropriate work experience, and 48 semester units subsequent to date of Associate'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

APPENDIX A.3
12 month - 215 Contractual Days
Full - Time Faculty Salary Schedule
2025-26 Restructure
Foothill-De Anza Community College District

COLUMN	I	II	III	IV	V
STEP					
A (1)	$91,916	$96,586	$101,256	$105,926	$110,596
B (2)	$96,586	$101,256	$105,926	$110,596	$115,266
C (3)	$101,256	$105,926	$110,596	$115,266	$119,936
D (4)	$105,926	$110,596	$115,266	$119,936	$124,606
E (5)	$110,596	$115,266	$119,936	$124,606	$129,276
F (6)	$115,266	$119,936	$124,606	$129,276	$133,946
G (7)	$119,936	$124,606	$129,276	$133,946	$138,616
H (8)	$124,606	$129,276	$133,946	$138,616	$143,287
I (9)	$129,276	$133,946	$138,616	$143,287	$147,957
J (10)	$133,946	$138,616	$143,287	$147,957	$152,627
K (11)	$138,616	$143,287	$147,957	$152,627	$157,297
L (12)	$143,287	$147,957	$152,627	$157,297	$161,967
M (13)	$147,957	$152,627	$157,297	$161,967	$166,776
N (14)	$151,916	$156,587	$161,257	$165,928	$170,736
O (15)	$151,916	$156,587	$161,257	$165,928	$170,736
P (16)	$151,916	$156,587	$161,257	$165,928	$170,736
Q (17)	$156,866	$161,537	$166,207	$170,878	$175,686
R (18)	$156,866	$161,537	$166,207	$170,878	$175,686
S (19)	$156,866	$161,537	$166,207	$170,878	$175,686
T (20)	$162,476	$167,147	$171,817	$176,488	$181,296
U (21)	$162,476	$167,147	$171,817	$176,488	$181,296
V (22)	$162,476	$167,147	$171,817	$176,488	$181,296
W (23)	$168,416	$173,087	$177,757	$182,428	$187,236
X (24)	$168,416	$173,087	$177,757	$182,428	$187,236
Y (25)	$168,416	$173,087	$177,757	$182,428	$187,236
Z (26)	$174,416	$179,087	$183,757	$188,428	$193,236

COLUMN PLACEMENT		
Column I	1	Associate's Degree and six years of appropriate work experience, or
	2	Bachelor's Degree and two years of appropriate work experience
Column II	1	Master's Degree, or
	2	Bachelor's Degree, two years of appropriate work experience, and 24 semester units subsequent to Bachelor's
	3	Associate's Degree, six years of appropriate work experience, and 24 semester units subsequent to Associate'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 date of Bachelor's
	4	Associate's, six years of appropriate work experience, and 48 semester units subsequent to date of Associate'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

APPENDIX A
INITIAL PLACEMENT ON THE SALARY SCHEDULE

Initial Column Placement Guidelines:

1. Column placement will be based on minimum qualifications in the discipline as defined by the minimum qualification handbook issued by the CCCCO and titled, "Minimum Qualifications for Faculty and Administrators in California Community College."

2. Faculty granted equivalency will be placed according to the minimum qualifications in the discipline in which they are hired.

3. Units used for initial column placement not included in the degree shall be upper division or graduate level course work from an accredited institution.

Initial Step Placement Guidelines:

Entering faculty may be placed as high as the eleventh step of the salary schedule, although the Board of Trustees has the authority to determine special cases of placement. Credit for previous experience shall be granted as follows:

1. Credit for previous full-time teaching, library, counseling, and/or administrative experience in an accredited public or private school will be on a year for year basis.

2. Credit for additional appropriate work experience, identified on the job announcement but not included in number 1, will be on the basis of one step for each two years of work experience. Graduate teaching assistant experience and fellowships may be considered under number 3.1 below.

3. A new faculty employee with additional work experience as described in Sections 3.1 or 3.2 below may request that additional step(s) be granted. The request shall be submitted to the appropriate Vice President with a copy to the Division Dean or appropriate administrator. The Vice President, in consultation with the Vice Chancellor of Human Resources and the Vice President at the other campus, shall make a recommendation to the President. The President may grant additional step(s) on the basis of one step for each two years of specific work experience.

   3.1 Related academic work experience not included under numbers 1 and 2 above.

   3.2 For Psychological Services Counselor, and Health Services Director/Coordinator/College Nurse, work experience not included under numbers 1 and 2 above but which is directly related to the primary assignment, of providing professional non-instructional service and which current state licensure is required.

4. Part-time faculty experience will be equated to a full-time year using the following standards:

High School: One year, full-time is 5 periods of daily assignment for a 36 week academic year OR 175 academic days times 5 hours/day for a total 875 total hours of assignment.

Adult Education: One year, full-time is approximately 1000 total hours of assignment OR 25 to 30 hours of assignment for a 36-week academic year.

College: 45 quarter units OR 30 semester units equals one full-time annual load. For non-teaching faculty a full-time annual load will be equated to the current loads for like positions at Foothill-De Anza Community College District.

Note: Experience used to meet qualifications for column placement (minimum qualifications) cannot also be used for step placement.

PROFESSIONAL DEVELOPMENT ACTIVITIES

Professional development activities are acknowledged throughout the faculty member's employment through salary changes including step advancement and column advancement.

The professional development activity requirement shall consist of 75 hours over the course of each cycle, as described in the Step Advancement section. Appendix I includes a non-exhaustive list of professional development activities.

ADVANCEMENT ON THE SALARY SCHEDULE

Step Advancement:

1. Step advancement for regular and contract faculty operates on cycles as described below:

   The first cycle begins the first year in probationary status and lasts until the end of the first year in regular (tenured) faculty status. Normally, this is a five-year initial cycle consisting of the four-year probationary period and one year of regular status. Step advancement occurs automatically for the years in probationary status provided the criterion in 2a (below) is met. At the end of the first year in regular status (normally year 5), in order to continue advancement on the salary schedule, the faculty employee shall have completed 75 hours of professional development activity and 10 points of professional responsibilities as listed in Appendix I.

   When the Appendix I requirements are met, the faculty employee shall be advanced to the next step at the beginning of the subsequent academic year, and a new three-year cycle shall begin; the process shall continue until the faculty employee reaches the top step of the salary schedule. In addition, the criteria listed in (2.) below shall apply.

   At the end of any cycle, if the faculty employee has not met the requirements as listed on Appendix I, no additional step advancement shall occur. In order to resume advancement, the faculty employee shall meet the Appendix I requirements within the immediately preceding three-year period.

2. A faculty member shall be advanced one step on the salary schedule each year on July 1 provided the following criteria have been met:

   a. Completion of at least 0.600 full-time annual load, and

   b. Satisfactory professional development and professional responsibilities as outlined in Appendix I have been completed and approved by the dean or appropriate administrator, and

c. Evaluations completed in accordance with Articles 6 and 6A reflect satisfactory professional performance.

3. Units earned while completing Group I professional development activities on Appendix I can also be applied to column (bracket) advancement. Faculty must submit Appendices O1, O2, or O3 to record the units for column advancement.

Column (Bracket) Advancement:

1. Faculty shall advance to the next column by accumulating the required number of units as listed on the salary schedule for bracket placement. All course work shall be from an accredited institution. Courses under Section 1.1 below shall normally be upper division. Lower division course work must be approved by the Division Dean or appropriate administrator. Any and all lower division course work completed after July 1, 1992 shall count toward column change provided it has received such approval. The use of lower division units completed prior to July 1, 1992 shall follow the guidelines in practice at that time. Only twelve semester units (18 quarter units) of activities described in 1.2 and 1.3 below may be used per column advancement.

   Credit course work at an accredited college or university which contributes to the faculty member's academic growth and development. Courses shall normally be upper division. Lower division course work (filed on Appendix O1) must be approved by the Division Dean or appropriate administrator. Faculty are advised to obtain approval before enrolling.

   Participation in or attendance at conferences, workshops or non-credit courses (filed on Appendix O2) approved by the Division Dean or appropriate administrator. Eighteen hours of this type of activity shall equal one quarter unit.

   Professional activities and projects (filed on Appendix O3) 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 O3 Committee at Foothill or De Anza in accordance with past practice on the campus. See Appendix O3 for further information.

2. No change will be made in column classification unless intention to change is filed with the appropriate administrator prior to June 30th and evidence of completion of the required work for such change is submitted prior to September 15th. Faculty employees covered under Article 10.11 with annual assignments which begin before the regular academic year are eligible for the new column classification at the next pay period following the completion and documentation of the required coursework. In all cases, no changes will be made after September 15. It is the responsibility of the individual faculty member to file for any changes in column classification. If he or she fails to do so prior to the dates indicated above, change of column cannot be made until the following academic year.

Note:Any education and experience used to meet equivalency cannot also be used for column advancement.

Appendix B

Child Development
Faculty Salary Schedule

2025 - 2026

APPENDIX B
Child Development Salary Schedule
2025-26 Restructure
Foothill-De Anza Community College District

Column	I	II	III	IV	V
Step					
A (1)	$40,158	$46,973	$54,166	$61,737	$69,687
B (2)	$41,824	$48,866	$56,286	$64,084	$72,261
C (3)	$43,490	$50,758	$58,406	$66,431	$74,836
D (4)	$45,156	$52,651	$60,526	$68,779	$77,410
E (5)	$46,821	$54,544	$62,646	$71,126	$79,984
F (6)	$48,487	$56,437	$64,766	$73,473	$82,559
G (7)	$50,153	$58,330	$66,886	$75,820	$85,133
H (8)	$51,876	$60,286	$69,075	$78,242	$87,787
I (9)	$55,176	$63,586	$72,375	$81,542	$91,087
J (10)	$55,176	$63,586	$72,375	$81,542	$91,087
K (11)	$55,176	$63,586	$72,375	$81,542	$91,087
L (12)	$59,301	$67,711	$76,500	$85,667	$95,212
M (13)	$59,301	$67,711	$76,500	$85,667	$95,212
N (14)	$59,301	$67,711	$76,500	$85,667	$95,212
O (15)	$63,976	$72,386	$81,175	$90,342	$99,887
P (16)	$63,976	$72,386	$81,175	$90,342	$99,887
Q (17)	$63,976	$72,386	$81,175	$90,342	$99,887
R (18)	$68,926	$77,336	$86,125	$95,292	$104,837
S (19)	$68,926	$77,336	$86,125	$95,292	$104,837
T (20)	$68,926	$77,336	$86,125	$95,292	$104,837
U (21)	$73,926	$82,336	$91,125	$100,292	$109,837

COLUMN PLACEMENT	
Column I	60 semester units and Child Development Teacher Permit or AA Degree and Child Development Teacher Permit
Column II	90 semester units and Child Development Teacher Permit or AA Degree plus 24 semester units and Child Development Teacher Permit.
Column III	Bachelor's Degree and Child Development Teacher Permit.
Column IV	Master's Degree and Child Development Teacher Permit; or Bachelor's Degree plus 24 semester units and Child Development Teacher Permit
Column V	Earned Doctorate, and Child Development Teacher Permit; or Master's Degree plus 24 semester units subsequent to date Master's Degree and Child Development Teacher Permit.

APPENDIX B
INITIAL PLACEMENT ON THE SALARY SCHEDULE

Initial Column Placement Guidelines
Units used for initial column placement not included in the degree may be lower division, upper division, or graduate level course work from an accredited institution.

Initial Step Placement Guidelines
Entering faculty may be placed as high as the eighth step of the salary schedule. Credit for previous experience shall be granted as follows:

1. Credit for previous full-time teaching in a licensed Child Development Center or Early Childhood Program or in a licensed and/or an accredited public or private elementary school will be year for year.

2. Credit for additional appropriate work experience, as required on the job announcement but not included in 1, will be on the basis of one step for each two years of work experience. Graduate teaching assistant experience and fellowships may be considered under number 3 below.

3. A new faculty employee with additional related academic work experience not included under numbers 1 and 2 above may request that additional step(s) be granted. The request shall be submitted to the Vice President with a copy to the Division Dean or appropriate administrator. The Vice President, in consultation with the Vice Chancellor of Human Resources and the Vice President from the other campus, shall make a recommendation to the President. The President may grant additional step(s) on the basis of one step for each two years of specific work experience.

4. Part-time faculty experience will be equated to a full-time year using the following standards:

Child Development: One year, full-time is 1050 hours (175 academic days times 6 contact hours per day).

K-12: One year, full-time is 5 periods of daily assignment for a 36 week academic year OR 175 academic days times 5 hours/day for a total 875 total hours of assignment.

Adult Education: One year, full-time is approximately 1000 total hours of assignment OR 25 to 30 hours of assignment for a 36 week academic year.

College: 45 quarter units OR 30 semester units equals one full-time annual load. For non-teaching faculty a full-time annual load will be equated to the current loads for like positions at Foothill-De Anza Community College District.

Note: Experience used to meet qualifications for column placement (minimum qualifications) cannot also be used for step placement.

PROFESSIONAL DEVELOPMENT ACTIVITIES

Professional development activities are acknowledged throughout the faculty member's employment through salary changes including step advancement and column advancement.

The professional development activity requirement shall consist of 75 hours over the course of each cycle, as described in the Step Advancement section. Appendix I includes a non-exhaustive list of professional development activities.

ADVANCEMENT ON THE SALARY SCHEDULE

Step Advancement:

1. Step advancement for regular and contract faculty operates on cycles as described below:

The first cycle begins the first year in probationary status and lasts until the end of the first year in regular (tenured) faculty status. Normally, this is a five-year initial cycle consisting of the four-year probationary period and one year of regular status. Step advancement occurs automatically for the years in probationary status provided the criterion in 2a (below) is met. At the end of the first year in regular status (normally year 5), in order to continue advancement on the salary schedule, the faculty employee shall have completed 75 hours of professional development activity and 10 points of professional responsibilities as listed in Appendix I.

When the Appendix I requirements are met, the faculty employee shall be advanced to the next step at the beginning of the subsequent academic year, and a new three-year cycle shall begin; the process shall continue until the faculty employee reaches the top step of the salary schedule. In addition, the criteria listed in (2.) below shall apply.

At the end of any cycle, if the faculty employee has not met the requirements as listed on Appendix I, no additional step advancement shall occur. In order to resume advancement, the faculty employee shall meet the Appendix I requirements within the immediately preceding three-year period.

2. A faculty member shall be advanced one step on the salary schedule each year on July 1 provided the following criteria have been met:

    a. At least two full quarters of employment have been completed, and

    b. Satisfactory professional development and professional responsibilities as outlined in Appendix I have been completed and approved by the dean or appropriate administrator, and

c. Evaluations completed in accordance with Articles 6 and 6A reflect satisfactory professional performance.

3. Units earned while completing Group I professional development activities on Appendix I can also be applied to column (bracket) advancement. Faculty must submit Appendices O1, O2, or O3 to record the units for column advancement.

Column (Bracket) Advancement:

1. Faculty shall advance to the next column by accumulating the required number of units as listed on the salary schedule for bracket placement. All course work shall be from an accredited institution. Courses under Professional Growth Activities Section 1.1 shall normally be upper division. Lower division course work must be approved by the Division Dean or appropriate administrator. Any and all lower division course work completed after July 1, 1992 shall count toward column change provided it has received such approval. The use of lower division units completed prior to July 1, 1992 shall follow the guidelines in practice at that time. Only twelve semester units (18 quarter units) of Professional Growth Activities described in 1.2 and 1.3 above may be used per column advancement.

   Credit course work at an accredited college or university which contributes to the faculty member's academic growth and development. Courses shall normally be upper division. Lower division course work (filed on Appendix O1) must be approved by the Division Dean or appropriate administrator. Faculty are advised to obtain approval before enrolling.

   Participation in or attendance at conferences, workshops or non-credit courses (filed on Appendix O2) approved by the Division Dean or appropriate administrator. Eighteen hours of this type of activity shall equal one quarter unit.

   Professional activities and projects (filed on Appendix O3) 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 O3 Committee at Foothill or De Anza in accordance with past practice on the campus. See Appendix O3 for further information.

2. No change will be made in column classification unless intention to change is filed with the appropriate administrator prior to June 30th and evidence of completion of the required work for such change is submitted prior to September 15th. Faculty employees covered under Article 10.11 with annual assignments which begin before the regular academic year are eligible for the new column classification at the next pay period following the completion and documentation of the required coursework. In all cases, no changes will be made after September 15. It is the responsibility of the individual faculty member to file for any changes in column classification. If he or she

fails to do so prior to the dates indicated above, change of column cannot be made until the following academic year.

Note: Any education and experience used to meet equivalency cannot also be used for column advancement.

Appendix B.1

Part-Time Child Development
Faculty Salary Schedule

2025 – 2026

APPENDIX B.1
Part-Time Hourly Child Development Salary Schedule
2025-26 Restructure
Foothill-De Anza Community College District

Column	I	II	III	IV	V
Step					
A (1)	$28.68	$33.55	$38.69	$44.10	$49.78
B (2)	$29.87	$34.90	$40.20	$45.77	$51.62
C (3)	$31.06	$36.26	$41.72	$47.45	$53.45
D (4)	$32.25	$37.61	$43.23	$49.13	$55.29
E (5)	$33.44	$38.96	$44.75	$50.80	$57.13
F (6)	$34.63	$40.31	$46.26	$52.48	$58.97
G (7)	$35.82	$41.66	$47.78	$54.16	$60.81
H (8)	$37.05	$43.06	$49.34	$55.89	$62.71
I (9)	$39.41	$45.42	$51.70	$58.24	$65.06
J (10)	$39.41	$45.42	$51.70	$58.24	$65.06

COLUMN PLACEMENT	
Column I	60 semester units and Child Development Teacher Permit or AA Degree and Child Development Teacher Permit
Column II	90 semester units and Child Development Teacher Permit or AA Degree plus 24 semester units and Child Development Teacher Permit.
Column III	Bachelor's Degree and Child Development Teacher Permit.
Column IV	Master's Degree and Child Development Teacher Permit; or Bachelor's Degree plus 24 semester units and Child Development Teacher Permit
Column V	Earned Doctorate, and Child Development Teacher Permit; or Master's Degree plus 24 semester units subsequent to date Master's Degree and Child Development Teacher Permit.

APPENDIX B.1
INITIAL PLACEMENT ON THE SALARY SCHEDULE

Initial Column Placement Guidelines

Units used for initial column placement not included in the degree may be lower division, upper division, or graduate level course work from an accredited institution.

Initial Step Placement Guidelines

Entering faculty may be placed as high as the eighth step of the salary schedule. Credit for previous experience shall be granted as follows:

1. Credit for previous full-time teaching in a licensed Child Development Center or Early Childhood Program or in a licensed and/or an accredited public or private elementary school will be year for year.

2. Credit for additional appropriate work experience, as required on the job announcement but not included in 1, will be on the basis of one step for each two years of work experience. Graduate teaching assistant experience and fellowships may be considered under number 3 below.

3. A new faculty employee with additional related academic work experience not included under numbers 1 and 2 above may request that additional step(s) be granted. The request shall be submitted to the Vice President with a copy to the Division Dean or appropriate administrator. The Vice President, in consultation with the Vice Chancellor of Human Resources and the Vice President at the other campus, shall make a recommendation to the President. The President may grant additional step(s) on the basis of one step for each two years of specific work experience.

4. Part-time faculty experience will be equated to a full-time year using the following standards:

Child Development: One year, full-time is 1050 hours (175 academic days times 6 contact hours per day).

K-12: One year, full-time is 5 periods of daily assignment for a 36 week academic year OR 175 academic days times 5 hours/day for a total 875 total hours of assignment.

Adult Education: One year, full-time is approximately 1000 total hours of assignment OR 25 to 30 hours of assignment for a 36-week academic year.

College: 45 quarter units OR 30 semester units equals one full-time annual load. For non-teaching faculty a full-time annual load will be equated to the current loads for like positions at Foothill-De Anza Community College District.

Note: Experience used to meet qualifications for column placement (minimum qualifications) cannot also be used for step placement.

ADVANCEMENT ON THE SALARY SCHEDULE

Step Advancement:

1. A part-time faculty member shall be advanced one step on the salary schedule after completing the equivalent of a full-time annual load (0.99) for one academic year in the service of the District.

Advancement on the schedule shall be made at the beginning of the quarter immediately following the completion of the equivalent of a full-time annual load, providing the employee has demonstrated satisfactory professional performance by means of a satisfactory rating through the established evaluation procedures.

Column (Bracket) Advancement:

1. A part-time faculty employee shall advance to the next column by accumulating the required number of units as listed on the salary schedule for column placement. The required units shall come from one of the following:

    1.1 Credit course work at an accredited college or university which contributes to the faculty member's academic growth and development. Courses shall normally be upper division. Lower division course work (filed on Appendix O1) must be approved by the Division Dean or appropriate administrator. Faculty are advised to obtain approval before enrolling.

    Any and all lower division course work completed after July 1, 1992 shall count toward column change provided it has received such approval. The use of lower division units completed prior to July 1, 1992 shall follow the guidelines in practice at that time.

    1.2 Participation in or attendance at local, state, or national conferences, workshops or non-credit courses (filed on Appendix O2) directly related to service in the District and approved by the Division Dean or appropriate administrator. Eighteen hours of this type of activity shall equal one quarter unit. Only twelve semester units (18 quarter units) of conference/workshop/non-credit activity described may be used per column advancement. Faculty are advised to obtain approval prior to the activity.

2. Credit course work (described in section 1.1 above) shall be documented by an official transcript. If the coursework is lower division, the transcript shall be attached to Appendix O1 (Recording Form for Professional Growth Activities-Credit Coursework) and approved by the Division Dean. Conference and workshop

participation/attendance (described in section 1.2 above) shall be documented by a brochure or agenda from the activity attached to Appendix O2 (Recording Form for Professional Growth Activities-Conference, Workshops, Non-Credit Courses) and approved by the Division Dean. The faculty employee shall submit all required documents/forms to the campus Personnel office.

3. No change will be made in column classification unless intention to change is filed with the appropriate administrator at least one month before the beginning of an academic quarter; the documented completion of requirements for such a change shall be filed before the beginning date of the academic quarter. It is the responsibility of the individual faculty employee to file for any change in column classification. If he or she fails to do so by the times indicated above, change of column cannot be made until the following quarter.

Note: Any education and experience used to meet equivalency cannot also be used for column advancement.

Appendix C

Part-Time
Faculty Salary Schedule

2025 - 2026

Appendix C
Part-Time Faculty Salary Schedule
2025-26 Restructure
Foothill-De Anza Community College District

COLUMN	I	II	III	IV	V
STEP					
A (1)	$ 65,107	$ 68,415	$ 71,723	$ 75,031	$ 78,339
B (2)	$ 68,415	$ 71,723	$ 75,031	$ 78,339	$ 81,647
C (3)	$ 71,723	$ 75,031	$ 78,339	$ 81,647	$ 84,955
D (4)	$ 75,031	$ 78,339	$ 81,647	$ 84,955	$ 88,263
E (5)	$ 78,339	$ 81,647	$ 84,955	$ 88,263	$ 91,571
F (6)	$ 81,647	$ 84,955	$ 88,263	$ 91,571	$ 94,879
G (7)	$ 84,955	$ 88,263	$ 91,571	$ 94,879	$ 98,187
H (8)	$ 88,263	$ 91,571	$ 94,879	$ 98,187	$ 101,495
I (9)	$ 91,571	$ 94,879	$ 98,187	$ 101,495	$ 104,803
J (10)	$ 94,879	$ 98,187	$ 101,495	$ 104,803	$ 108,111

Compensation for each assignment is equal to the course load factor multiplied by the salary placement. Pay includes compensation for required office hours.

COLUMN PLACEMENT		
Column I	1	Associate's Degree and six years of appropriate work experience, or
	2	Bachelor's Degree and two years of appropriate work experience
Column II	1	Master's Degree, or
	2	Bachelor's Degree, two years of appropriate work experience, and 24 semester units subsequent to Bachelor's
	3	Associate's Degree, six years of appropriate work experience, and 24 semester units subsequent to Associate'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 date of Bachelor's
	4	Associate's, six years of appropriate work experience, and 48 semester units subsequent to date of Associate'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

APPENDIX C
INITIAL PLACEMENT ON THE SALARY SCHEDULE

Initial Column Placement Guidelines:

1. Column placement will be based on minimum qualifications in the discipline as defined by the minimum qualification handbook issued by the CCCCO and titled, "Minimum Qualifications for Faculty and Administrators in California Community College."

2. Faculty grandparented with a credential will be placed according to the highest degree and number of units earned.

3. Faculty granted equivalency will be placed according to the minimum qualifications in the discipline in which they are hired.

4. Units used for initial column placement not included in the degree shall be upper division or graduate level course work from an accredited institution.

Initial Step Placement Guidelines:

Entering faculty may be placed as high as the seventh step of the salary schedule, unless the faculty member had a previous higher salary placement on Appendix C.1, in which case the Appendix C.1 placement shall apply. Credit for previous experience shall be granted as follows:

1. Credit for previous full-time teaching, library counseling, and/or administrative experience in an accredited public or private school will be on a year for year basis.

2. Credit for additional appropriate work experience (as described in the most recent job announcements for a full-time instructor in that discipline) will be on the basis of one step for each two years of work experience. The most recent job announcement in a particular discipline will be kept on file in the Office of Human Resources. In the absence of a job announcement, credit for additional work experience will be evaluated by the appropriate administrator using job announcements from similar programs. Graduate teaching assistant experience and fellowships may be considered under number 3 below.

3. A new faculty employee with additional related academic work experience not included under numbers 1 and 2 above may request that additional step(s) be granted. The request shall be submitted to the Vice President with a copy to the Division Dean or appropriate administrator. The Vice President, in consultation with the Vice Chancellor of Human Resources and the Vice President from the other campus, shall make a recommendation to the President. The President may grant additional step(s) on the basis of one step for each two years of specific work experience.

4. Part-time faculty experience will be equated to a full-time annual load using the following standards:

   High School: One year, full-time is 5 periods of daily assignment for a 36 week academic year OR 175 academic days times 5 hours/day for a total 875 total hours of assignment.

Adult Education: One year, full-time is approximately 1000 total hours of assignment OR 25 to 30 hours of assignment for a 36 week academic year.

College: 45 quarter units or 30 semester units equals one full-time annual load. For non-teaching faculty a full-time annual load will be equated to the current loads for like positions at Foothill-De Anza Community College District.

Note: Experience used to meet qualifications for column placement (minimum qualifications) cannot also be used for step placement.

ADVANCEMENT ON THE SALARY SCHEDULE

Step Advancement:

1. A part-time faculty member shall be advanced one step on the salary schedule after completing the equivalent of a full-time annual load (0.99) for one academic year in the service of the District.

Advancement on the schedule shall be made at the beginning of the quarter immediately following the completion of the equivalent of a full-time annual load, providing the employee has demonstrated satisfactory professional performance by means of a satisfactory rating through the established evaluation procedures.

Column (Bracket) Advancement:

1. A part-time faculty employee shall advance to the next column by accumulating the required number of units as listed on the salary schedule for column placement. The required units shall come from one of the following:

    1.1 Credit course work at an accredited college or university which contributes to the faculty member's academic growth and development. Courses shall normally be upper division. Lower division course work (filed on Appendix O1) must be approved by the Division Dean or appropriate administrator. Faculty are advised to obtain approval before enrolling.

    Any and all lower division course work completed after July 1, 1992 shall count toward column change provided it has received such approval. The use of lower division units completed prior to July 1, 1992 shall follow the guidelines in practice at that time.

    1.2 Participation in or attendance at local, state, or national conferences, workshops or non-credit courses (filed on Appendix O2) directly related to service in the District and approved by the Division Dean or appropriate administrator. Eighteen hours of this type of activity shall equal one quarter unit. Only twelve semester units (18 quarter units) of conference/workshop/non-credit activity described may be used per column advancement. Faculty are advised to obtain approval prior to the activity.

2. Credit course work (described in section 1.1 above) shall be documented by an official transcript. If the coursework is lower division, the transcript shall be attached to Appendix O1 (Recording Form for Professional Growth Activities-Credit Coursework) and approved by the Division Dean. Conference and workshop participation/attendance (described in

section 1.2 above) shall be documented by a brochure or agenda from the activity attached to Appendix O2 (Recording Form for Professional Growth Activities-Conference, Workshops, Non-Credit Courses) and approved by the Division Dean. The faculty employee shall submit all required documents/forms to the campus Personnel office.

3. No change will be made in column classification unless intention to change is filed with the appropriate administrator at least one month before the beginning of an academic quarter; the documented completion of requirements for such a change shall be filed before the beginning date of the academic quarter. It is the responsibility of the individual faculty employee to file for any change in column classification. If he or she fails to do so by the times indicated above, change of column cannot be made until the following quarter.

Note: Any education and experience used to meet equivalency cannot also be used for column advancement.

Appendix C.1

Part-Time Faculty (FT Overload)
Salary Schedule

2025 – 2026

Appendix C.1
Part-Time Faculty (FT Overload) Salary Schedule
2025-26 Restructure
Foothill-De Anza Community College District

COLUMN	I	II	III	IV	V
STEP					
A (1)	$59,362	$62,378	$65,394	$68,410	$71,427
B (2)	$62,378	$65,394	$68,410	$71,427	$74,443
C (3)	$65,394	$68,410	$71,427	$74,443	$77,459
D (4)	$68,410	$71,427	$74,443	$77,459	$80,475
E (5)	$71,427	$74,443	$77,459	$80,475	$83,491
F (6)	$74,443	$77,459	$80,475	$83,491	$86,507
G (7)	$77,459	$80,475	$83,491	$86,507	$89,523
H (8)	$80,475	$83,491	$86,507	$89,523	$92,539
I (9)	$83,491	$86,507	$89,523	$92,539	$95,555
J (10)	$86,507	$89,523	$92,539	$95,555	$98,571

Compensation for each assignment is equal to the course load factor multiplied by the salary placement. Pay does not require additional office hours for overload.

COLUMN PLACEMENT		
Column I	1	Associate's Degree and six years of appropriate work experience, or
	2	Bachelor's Degree and two years of appropriate work experience
Column II	1	Master's Degree, or
	2	Bachelor's Degree, two years of appropriate work experience, and 24 semester units subsequent to Bachelor's
	3	Associate's Degree, six years of appropriate work experience, and 24 semester units subsequent to Associate'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 date of Bachelor's
	4	Associate's, six years of appropriate work experience, and 48 semester units subsequent to date of Associate'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

APPENDIX C.1
INITIAL PLACEMENT ON THE SALARY SCHEDULE

Initial Column Placement Guidelines:

1. Column placement will be based on minimum qualifications in the discipline as defined by the minimum qualification handbook issued by the CCCCO and titled, "Minimum Qualifications for Faculty and Administrators in California Community College."

2. Faculty grandparented with a credential will be placed according to the highest degree and number of units earned.

3. Faculty granted equivalency will be placed according to the minimum qualifications in the discipline in which they are hired.

4. Units used for initial column placement not included in the degree shall be upper division or graduate level course work from an accredited institution.

Initial Step Placement Guidelines:

Step placement shall be equivalent to Appendix A placement. Faculty placed on steps 11 through 26 on Appendix A shall be placed at step 10 of Appendix C.1. Credit for previous experience shall be granted as follows:

1. Credit for previous full-time teaching, library counseling, and/or administrative experience in an accredited public or private school will be on a year for year basis.

2. Credit for additional appropriate work experience (as described in the most recent job announcements for a full-time instructor in that discipline) will be on the basis of one step for each two years of work experience. The most recent job announcement in a particular discipline will be kept on file in the Office of Human Resources. In the absence of a job announcement, credit for additional work experience will be evaluated by the appropriate administrator using job announcements from similar programs. Graduate teaching assistant experience and fellowships may be considered under number 3 below.

3. A new faculty employee with additional related academic work experience not included under numbers 1 and 2 above may request that additional step(s) be granted. The request shall be submitted to the Vice President with a copy to the Division Dean or appropriate administrator. The Vice President, in consultation with the Vice Chancellor of Human Resources and the Vice President at the other campus, shall make a recommendation to the President. The President may grant additional step(s) on the basis of one step for each two years of specific work experience.

4. Part-time faculty experience will be equated to a full-time annual load using the following standards:

   High School: One year, full-time is 5 periods of daily assignment for a 36 week academic year OR 175 academic days times 5 hours/day for a total 875 total hours of assignment.

Adult Education: One year, full-time is approximately 1000 total hours of assignment OR 25 to 30 hours of assignment for a 36 week academic year.

College: 45 quarter units or 30 semester units equals one full-time annual load. For non-teaching faculty a full-time annual load will be equated to the current loads for like positions at Foothill-De Anza Community College District.

Note: Experience used to meet qualifications for column placement (minimum qualifications) cannot also be used for step placement.

ADVANCEMENT ON THE SALARY SCHEDULE

Step Advancement:

A part-time faculty member shall be advanced one step on the overload salary schedule whenever they advance a step on the full-time salary schedule, Appendix A. Step placement on Appendix C.1 shall remain equal to step placement on Appendix A, up to and including step 10.

Column (Bracket) Advancement:

1. A part-time faculty employee shall advance to the next column by accumulating the required number of units as listed on the salary schedule for column placement. The required units shall come from one of the following:

   1.1 Credit course work at an accredited college or university which contributes to the faculty member's academic growth and development. Courses shall normally be upper division. Lower division course work (filed on Appendix O1) must be approved by the Division Dean or appropriate administrator. Faculty are advised to obtain approval before enrolling.

   Any and all lower division course work completed after July 1, 1992 shall count toward column change provided it has received such approval. The use of lower division units completed prior to July 1, 1992 shall follow the guidelines in practice at that time.

   1.2 Participation in or attendance at local, state, or national conferences, workshops or non-credit courses (filed on Appendix O2) directly related to service in the District and approved by the Division Dean or appropriate administrator. Eighteen hours of this type of activity shall equal one quarter unit. Only twelve semester units (18 quarter units) of conference/workshop/non-credit activity described may be used per column advancement. Faculty are advised to obtain approval prior to the activity.

2. Credit course work (described in section 1.1 above) shall be documented by an official transcript. If the coursework is lower division, the transcript shall be attached to Appendix O1 (Recording Form for Professional Growth Activities-Credit Coursework) and approved by the Division Dean. Conference and workshop participation/attendance (described in section 1.2 above) shall be documented by a brochure or agenda from the activity attached to Appendix O2 (Recording Form for

Professional Growth Activities-Conference, Workshops, Non-Credit Courses) and approved by the Division Dean. The faculty employee shall submit all required documents/forms to the campus Personnel office.

3. No change will be made in column classification unless intention to change is filed with the appropriate administrator at least one month before the beginning of an academic quarter; the documented completion of requirements for such a change shall be filed before the beginning date of the academic quarter. It is the responsibility of the individual faculty employee to file for any change in column classification. If he or she fails to do so by the times indicated above, change of column cannot be made until the following quarter.

Note: Any education and experience used to meet equivalency cannot also be used for column advancement.

Appendix D

Appendix D – Substitute Salary Schedule
2025 – 2026

Appendix D.1 – Substitute Salary Schedule
(Summer)
2025 - 2026

APPENDIX D
Substitute Salary Schedule
2025-2026 Salary Restructure
Foothill-De Anza Community College District

LECTURE

COLUMN	1.I	1.II	1.III	1.IV	1.V
STEP					
A (1)	$113.07	$118.82	$124.56	$130.31	$136.05
B (2)	$118.82	$124.56	$130.31	$136.05	$141.80
C (3)	$124.56	$130.31	$136.05	$141.80	$147.54
D (4)	$130.31	$136.05	$141.80	$147.54	$153.29
E (5)	$136.05	$141.80	$147.54	$153.29	$159.03
F (6)	$141.80	$147.54	$153.29	$159.03	$164.78
G (7)	$147.54	$153.29	$159.03	$164.78	$170.52
H(8)	$153.29	$159.03	$164.78	$170.52	$176.27
I (9)	$159.03	$164.78	$170.52	$176.27	$182.01
J (10)	$164.78	$170.52	$176.27	$182.01	$187.76

LAB

COLUMN	3.I	3.II	3.III	3.IV	3.V
STEP					
A (1)	$80.76	$84.87	$88.97	$93.08	$97.18
B (2)	$84.87	$88.97	$93.08	$97.18	$101.28
C (3)	$88.97	$93.08	$97.18	$101.28	$105.39
D (4)	$93.08	$97.18	$101.28	$105.39	$109.49
E (5)	$97.18	$101.28	$105.39	$109.49	$113.59
F (6)	$101.28	$105.39	$109.49	$113.59	$117.70
G (7)	$105.39	$109.49	$113.59	$117.70	$121.80
H (8)	$109.49	$113.59	$117.70	$121.80	$125.90
I (9)	$113.59	$117.70	$121.80	$125.90	$130.01
J (10)	$117.70	$121.80	$125.90	$130.01	$134.11

LEC: Based on 15 hrs/wk, 525 per yr
LAB Based on 21 hrs/wk, 735 per yr

Formulas:

LEC=[(Appendix A.1)/525]x77.5%
LAB=[(Appendix A.1)/735]x77.5%

APPENDIX D.1
SUBSTITUTE SALARY SCHEDULE (Summer)
2025-26 Restructure
Foothill-De Anza Community College District

LECTURE

COLUMN	1.1	1.2	1.3	1.4	1.5
STEP					
A (1)	$ 113.07	$ 118.82	$ 124.56	$ 130.31	$ 136.05
B (2)	$ 118.82	$ 124.56	$ 130.31	$ 136.05	$ 141.80
C (3)	$ 124.56	$ 130.31	$ 136.05	$ 141.80	$ 147.54
D (4)	$ 130.31	$ 136.05	$ 141.80	$ 147.54	$ 153.29
E (5)	$ 136.05	$ 141.80	$ 147.54	$ 153.29	$ 159.03
F (6)	$ 141.80	$ 147.54	$ 153.29	$ 159.03	$ 164.78
G (7)	$ 147.54	$ 153.29	$ 159.03	$ 164.78	$ 170.52
H (8)	$ 153.29	$ 159.03	$ 164.78	$ 170.52	$ 176.27
I (9)	$ 159.03	$ 164.78	$ 170.52	$ 176.27	$ 182.01
J (10)	$ 164.78	$ 170.52	$ 176.27	$ 182.01	$ 187.76
K(11)	$ 170.52	$ 176.27	$ 182.01	$ 187.76	$ 193.50
L(12)	$ 176.27	$ 182.01	$ 187.76	$ 193.50	$ 199.25
M(13)	$ 182.01	$ 187.76	$ 193.50	$ 199.25	$ 205.16
N (14)	$ 186.88	$ 192.63	$ 198.37	$ 204.12	$ 210.03
O (15)	$ 186.88	$ 192.63	$ 198.37	$ 204.12	$ 210.03
P (16)	$ 186.88	$ 192.63	$ 198.37	$ 204.12	$ 210.03
Q (17)	$ 192.97	$ 198.72	$ 204.46	$ 210.21	$ 216.12
R (18)	$ 192.97	$ 198.72	$ 204.46	$ 210.21	$ 216.12
S (19)	$ 192.97	$ 198.72	$ 204.46	$ 210.21	$ 216.12
T (20)	$ 199.87	$ 205.62	$ 211.36	$ 217.11	$ 223.02
U (21)	$ 199.87	$ 205.62	$ 211.36	$ 217.11	$ 223.02
V (22)	$ 199.87	$ 205.62	$ 211.36	$ 217.11	$ 223.02
W (23)	$ 207.18	$ 212.92	$ 218.67	$ 224.41	$ 230.33
X (24)	$ 207.18	$ 212.92	$ 218.67	$ 224.41	$ 230.33
Y (25)	$ 207.18	$ 212.92	$ 218.67	$ 224.41	$ 230.33
Z (26)	$ 214.56	$ 220.31	$ 226.05	$ 231.80	$ 237.71

LEC: Based on 15 hrs/wk, 525 per yr

LAB: Based on 21 hrs/wk, 735 per yr

LEC = [(Appendix A x 10 months)/ 525] x 77.5%

LAB = [(Appendix A x 10 months)/ 735] x 77.5%

SUBSTITUTE SALARY SCHEDULE (Summer) cont.

2025-26 Restructure

Foothill-De Anza Community College District

LAB

COLUMN	3.1	3.2	3.3	3.4	3.5
STEP					
A (1)	$ 80.76	$ 84.87	$ 88.97	$ 93.08	$ 97.18
B (2)	$ 84.87	$ 88.97	$ 93.08	$ 97.18	$ 101.28
C (3)	$ 88.97	$ 93.08	$ 97.18	$ 101.28	$ 105.39
D (4)	$ 93.08	$ 97.18	$ 101.28	$ 105.39	$ 109.49
E (5)	$ 97.18	$ 101.28	$ 105.39	$ 109.49	$ 113.59
F (6)	$ 101.28	$ 105.39	$ 109.49	$ 113.59	$ 117.70
G (7)	$ 105.39	$ 109.49	$ 113.59	$ 117.70	$ 121.80
H (8)	$ 109.49	$ 113.59	$ 117.70	$ 121.80	$ 125.90
I (9)	$ 113.59	$ 117.70	$ 121.80	$ 125.90	$ 130.01
J (10)	$ 117.70	$ 121.80	$ 125.90	$ 130.01	$ 134.11
K(11)	$ 121.80	$ 125.90	$ 130.01	$ 134.11	$ 138.21
L(12)	$ 125.90	$ 130.01	$ 134.11	$ 138.21	$ 142.32
M(13)	$ 130.01	$ 134.11	$ 138.21	$ 142.32	$ 146.54
N (14)	$ 133.49	$ 137.59	$ 141.69	$ 145.80	$ 150.02
O (15)	$ 133.49	$ 137.59	$ 141.69	$ 145.80	$ 150.02
P (16)	$ 133.49	$ 137.59	$ 141.69	$ 145.80	$ 150.02
Q (17)	$ 137.84	$ 141.94	$ 146.04	$ 150.15	$ 154.37
R (18)	$ 137.84	$ 141.94	$ 146.04	$ 150.15	$ 154.37
S (19)	$ 137.84	$ 141.94	$ 146.04	$ 150.15	$ 154.37
T (20)	$ 142.77	$ 146.87	$ 150.97	$ 155.08	$ 159.30
U (21)	$ 142.77	$ 146.87	$ 150.97	$ 155.08	$ 159.30
V (22)	$ 142.77	$ 146.87	$ 150.97	$ 155.08	$ 159.30
W (23)	$ 147.98	$ 152.09	$ 156.19	$ 160.30	$ 164.52
X (24)	$ 147.98	$ 152.09	$ 156.19	$ 160.30	$ 164.52
Y (25)	$ 147.98	$ 152.09	$ 156.19	$ 160.30	$ 164.52
Z (26)	$ 153.26	$ 157.36	$ 161.46	$ 165.57	$ 169.79

LEC: Based on 15 hrs/wk, 525 per yr

LAB: Based on 21 hrs/wk, 735 per yr

LEC = [(Appendix A x 10 months)/ 525] x 77.5%

LAB = [(Appendix A x 10 months)/ 735] x 77.5%

Appendix E

Part-Time Faculty Hourly Salary Schedule
(for Supplemental Instruction)

2025 - 2026

Appendix E
Part-Time Supplemental Instruction
2025-26 Restructure
Foothill-De Anza Community College District

COLUMN	I	II	III	IV	V
STEP					
A (1)	$45,958	$48,293	$50,628	$52,963	$55,298
B (2)	$48,293	$50,628	$52,963	$55,298	$57,633
C (3)	$50,628	$52,963	$55,298	$57,633	$59,968
D (4)	$52,963	$55,298	$57,633	$59,968	$62,303
E (5)	$55,298	$57,633	$59,968	$62,303	$64,638
F (6)	$57,633	$59,968	$62,303	$64,638	$66,973
G (7)	$59,968	$62,303	$64,638	$66,973	$69,308
H (8)	$62,303	$64,638	$66,973	$69,308	$71,643
I (9)	$64,638	$66,973	$69,308	$71,643	$73,978
J (10)	$66,973	$69,308	$71,643	$73,978	$76,313

Compensation for each assignment is equal to the course load factor multiplied by the salary placement.

COLUMN PLACEMENT	
Column I	1 Associate's Degree and two years of appropriate work experience, or 2 Bachelor's Degree
Column II	1 Master's Degree, or 2 Bachelor's Degree, two years of appropriate work experience, and 24 semester units subsequent to Bachelor's 3 Associate's Degree, six years of appropriate work experience, and 24 semester units subsequent to Associate'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 date of Bachelor's 4 Associate's, six years of appropriate work experience, and 48 semester units subsequent to date of Associate'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

APPENDIX E
INITIAL PLACEMENT ON THE SALARY SCHEDULE

Initial Column Placement Guidelines:

1. Column placement will be based on minimum qualifications in the discipline as defined by the minimum qualification handbook issued by the CCCCO and titled, "Minimum Qualifications for Faculty and Administrators in California Community College."

2. Faculty grandparented with a credential will be placed according to the highest degree and number of units earned.

3. Faculty granted equivalency will be placed according to the minimum qualifications in the discipline in which they are hired.

4. Units used for initial column placement not included in the degree shall be upper division or graduate level course work from an accredited institution.

Initial Step Placement Guidelines:

Entering faculty may be placed as high as the seventh step of the salary schedule. Credit for previous experience shall be granted as follows:

1. Credit for previous full-time teaching, library counseling, and/or administrative experience in an accredited public or private school will be on a year for year basis.

2. Credit for additional appropriate work experience (as described in the most recent job announcements for a full-time instructor in that discipline) will be on the basis of one step for each two years of work experience. The most recent job announcement in a particular discipline will be kept on file in the Office of Human Resources. In the absence of a job announcement, credit for additional work experience will be evaluated by the appropriate administrator using job announcements from similar programs. Graduate teaching assistant experience and fellowships may be considered under number 3 below.

3. A new faculty employee with additional related academic work experience not included under numbers 1 and 2 above may request that additional step(s) be granted. The request shall be submitted to the Vice President with a copy to the Division Dean or appropriate administrator. The Vice President, in consultation with the Vice Chancellor of Human Resources and the Vice President from the other campus, shall make a recommendation to the President. The President may grant additional step(s) on the basis of one step for each two years of specific work experience.

4. Part-time faculty experience will be equated to a full-time annual load using the following standards:

High School:	One year, full-time is 5 periods of daily assignment for a 36 week academic year OR 175 academic days times 5 hours/day for a total 875 total hours of assignment.
Adult Education:	One year, full-time is approximately 1000 total hours of assignment OR 25 to 30 hours of assignment for a 36 week academic year.

College: 45 quarter units or 30 semester units equals one full-time annual load. For non-teaching faculty a full-time annual load will be equated to the current loads for like positions at Foothill-De Anza Community College District.

Note: Experience used to meet qualifications for column placement (minimum qualifications) cannot also be used for step placement.

ADVANCEMENT ON THE SALARY SCHEDULE

Step Advancement:

1. A Non-Credit (Adult) Education faculty member shall be advanced one step on the salary schedule after completing 770 class hours of work.

2. Advancement on the schedule shall be made at the beginning of the quarter immediately following the completion of the required class hours of work, providing the employee has demonstrated satisfactory professional performance by means of a satisfactory rating through the established evaluation procedures.

Column (Bracket) Advancement:

1. A Non-Credit (Adult) Education faculty employee shall advance to the next column by accumulating the required number of units as listed on the salary schedule for column placement. The required units shall come from one of the following:

   1.1 Credit course work at an accredited college or university which contributes to the faculty member's academic growth and development. Courses shall normally be upper division. Lower division course work (filed on Appendix O1) must be approved by the Division Dean or appropriate administrator. Faculty are advised to obtain approval before enrolling.

   Any and all lower division course work completed after July 1, 1992 shall count toward column change provided it has received such approval. The use of lower division units completed prior to July 1, 1992 shall follow the guidelines in practice at that time.

   1.2 Participation in or attendance at local, state, or national conferences, workshops or non-credit courses (filed on Appendix O2) directly related to service in the District and approved by the Division Dean or appropriate administrator. Eighteen hours of this type of activity shall equal one quarter unit. Only twelve semester units (18 quarter units) of conference/workshop/non-credit activity described may be used per column advancement. Faculty are advised to obtain approval prior to the activity.

2. Credit course work (described in section 1.1 above) shall be documented by an official transcript. If the coursework is lower division, the transcript shall be attached to Appendix O1 (Recording Form for Professional Growth Activities-Credit Coursework) and approved by the Division Dean. Conference and workshop participation/attendance (described in section 1.2 above) shall be documented by a brochure or agenda from the activity attached to Appendix O2 (Recording Form for Professional Growth Activities-Conference, Workshops, Non-Credit Courses) and approved by the Division Dean. The faculty employee shall submit all required documents/forms to the campus Personnel office.

3. No change will be made in column classification unless intention to change is filed with the appropriate administrator at least one month before the beginning of an academic quarter; the documented completion of requirements for such a change shall be filed before the beginning date of the academic quarter. It is the responsibility of the individual faculty employee to file for any change in column classification. If he or she fails to do so by the times indicated above, change of column cannot be made until the following quarter.

Note: Any education and experience used to meet equivalency cannot also be used for column advancement.

Appendix F

Hours of Leave to be Deducted for Absences

2025 - 2028

APPENDIX F

HOURS OF LEAVE TO BE DEDUCTED FOR ABSENCES

(Article 16 - Leaves)

2025-2028

Foothill-De Anza Community College District

HOURS ABSENT	HOURS OF SCHEDULED DUTIES PER DAY (INCLUDING OFFICE HOURS)												
		1	2	3	4	5	6	7	8	9	10	11	12
	1	8.0	4.0	2.75	2.0	1.50	1.25	1.25	1.0	1.0	0.75	0.75	0.75
	2		8.0	5.25	4.0	3.25	2.75	2.25	2.0	1.75	1.50	1.50	1.25
	3			8.0	6.0	4.75	4.0	3.50	3.0	2.75	2.50	2.25	2.0
	4				8.0	6.50	5.25	4.50	4.0	3.50	3.0	3.0	2.75
	5					8.0	6.75	5.75	5.0	4.50	4.0	3.75	3.25
	6						8.0	6.75	6.0	5.25	4.75	4.25	4.0
	7							8.0	7.0	6.25	5.50	5.0	4.75
	8								8.0	7.0	6.50	5.75	5.25
	9									8.0	7.25	6.50	6.0
	10										8.0	7.25	6.75
	11											8.0	7.25
	12												8.0

Appendix G

Part-Time Hourly Salary Schedule
(for Non-Teaching Assignments)

2025 – 2026

Appendix G

Part- Time Hourly Salary Schedule
(non-teaching assignments)

2025-26 Restructure

Foothill-De Anza Community College District

COLUMN	I	II	III	IV	V
STEP					
A (1)	$60.79	$63.88	$66.97	$70.06	$73.15
B (2)	$63.88	$66.97	$70.06	$73.15	$76.23
C (3)	$66.97	$70.06	$73.15	$76.23	$79.32
D (4)	$70.06	$73.15	$76.23	$79.32	$82.41
E (5)	$73.15	$76.23	$79.32	$82.41	$85.50
F (6)	$76.23	$79.32	$82.41	$85.50	$88.59
G (7)	$79.32	$82.41	$85.50	$88.59	$91.68
H (8)	$82.41	$85.50	$88.59	$91.68	$94.77
I (9)	$85.50	$88.59	$91.68	$94.77	$97.85
J (10)	$88.59	$91.68	$94.77	$97.85	$100.94

COLUMN PLACEMENT		
Column I	1	Associate's Degree and six years of appropriate work experience, or
	2	Bachelor's Degree and two years of appropriate work experience
Column II	1	Master's Degree, or
	2	Bachelor's Degree, two years of appropriate work experience, and 24 semester units subsequent to Bachelor's
	3	Associate's Degree, six years of appropriate work experience, and 24 semester units subsequent to Associate'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 date of Bachelor's
	4	Associate's, six years of appropriate work experience, and 48 semester units subsequent to date of Associate'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

APPENDIX G
INITIAL PLACEMENT ON THE SALARY SCHEDULE

Initial Column Placement Guidelines:

1. Column placement will be based on minimum qualifications in the discipline as defined by the minimum qualification handbook issued by the CCCCO and titled, "Minimum Qualifications for Faculty and Administrators in California Community College."

2. Faculty grandparented with a credential will be placed according to the highest degree and number of units earned.

3. Faculty granted equivalency will be placed according to the minimum qualifications in the discipline in which they are hired.

4. Units used for initial column placement not included in the degree shall be upper division or graduate level course work from an accredited institution.

Initial Step Placement Guidelines:

Entering faculty may be placed as high as the seventh step of the salary schedule. Credit for previous experience shall be granted as follows:

1. Credit for previous full-time teaching, library counseling, and/or administrative experience in an accredited public or private school will be on a year for year basis.

2. Credit for additional appropriate work experience (as described in the most recent job announcements for a full-time instructor in that discipline) will be on the basis of one step for each two years of work experience. The most recent job announcement in a particular discipline will be kept on file in the District Office of Human Resources. In the absence of a job announcement, credit for additional work experience will be evaluated by the appropriate administrator using job announcements from similar programs. Graduate teaching assistant experience and fellowships may be considered under number 3 below.

3. A new faculty employee with additional related academic work experience not included under numbers 1 and 2 above may request that additional step(s) be granted. The request shall be submitted to the Vice President with a copy to the Division Dean or appropriate administrator. The Vice President, in consultation with the Vice Chancellor of Human Resources and the Vice President from the other campus, shall make a recommendation to the President. The President may grant additional step(s) on the basis of one step for each two years of specific work experience.

4. Part-time faculty experience will be equated to a full-time annual load using the following standards:

   High School: One year, full-time is 5 periods of daily assignment for a 36 week academic year OR 175 academic days times 5 hours/day for a total 875 total hours of assignment.

Adult Education: One year, full-time is approximately 1000 total hours of assignment OR 25 to 30 hours of assignment for a 36 week academic year.

College: 45 quarter units or 30 semester units equals one full-time annual load. For non-teaching faculty a full-time annual load will be equated to the current loads for like positions at Foothill-De Anza Community College District.

Note: Experience used to meet qualifications for column placement (minimum qualifications) cannot also be used for step placement.

ADVANCEMENT ON SALARY SCHEDULE

Step Advancement:

1. A part-time faculty member shall be advanced one step on the salary schedule after completing the equivalent of a full-time annual load for one academic year in the service of the District.

2. Advancement on the schedule shall be made at the beginning of the quarter immediately following the completion of the equivalent of a full-time annual load, providing the employee has demonstrated satisfactory professional performance by means of a satisfactory rating through the established evaluation procedures.

Column (Bracket) Advancement:

1. A part-time faculty employee shall advance to the next column by accumulating the required number of units as listed on the salary schedule for column placement. The required units shall come from one of the following:
   1.1 Credit course work at an accredited college or university which contributes to the faculty member's academic growth and development. Courses shall normally be upper division. Lower division course work (filed on Appendix O1) must be approved by the Division Dean or appropriate administrator. Faculty are advised to obtain approval before enrolling.

   Any and all lower division course work completed after July 1, 1992 shall count toward column change provided it has received such approval. The use of lower division units compared prior to July 1, 1992 shall follow the guidelines in practice at that time.

   1.2 Participation in or attendance at local, state, or national conferences, workshops or non-credit courses (filed on Appendix O2) directly related to service in the District and approved by the Division Dean or appropriate administrator. Eighteen hours of this type of activity shall equal one quarter unit. Only twelve semester units (18 quarter units) of conference/workshop/non-credit activity described may be used per column advancement. Faculty are advised to obtain approval prior to the activity.

2. Credit course work (described in section 1.1 above) shall be documented by an official transcript. If the coursework is lower division, the transcript shall be attached to Appendix O1 (Recording Form for Professional Growth Activities – Credit Coursework) and approved by the Division Dean. Conference and workshop participation/attendance

(described in section 1.2 above) shall be documented by a brochure or agenda from the activity attached to Appendix O2 (Recording Form for Professional Growth Activities – Conference, Workshops, Non-Credit Courses) and approved by the Division Dean. The faculty employee shall submit all required documents/forms to the campus Personnel office.

3. No change will be made in column classification unless intention to change is filed with the appropriate administrator at least one month before the beginning of an academic quarter; the documented completion of requirements for such a change shall be filed before the beginning date of the academic quarter. It is the responsibility of the individual faculty employee to file for any change in column classification. If he or she fails to do so by the times indicated above, change of column cannot be made until the following quarter.

Note: Any education and experience used to meet equivalency cannot also be used for column advancement.

Appendix H

Academic Calendars

Appendix H1: 2025 – 2026

Appendix H2: 2026 – 2027

Appendix H3: 2027 – 2028

Appendix H4: Individual Proposal for Flex Day

APPENDIX H1
ACADEMIC YEAR 2025-2026
(Article 27 – Calendar)
Foothill-De Anza Community College District

The 2025-2026 Academic Year begins September 17, 2025 and ends June 26, 2026.

Summary of Key Dates:

FALL QUARTER: 57 days plus 3 flex days

District Flex Day: September 17
College Flex Day: September 18
College Flex Day: September 19
Instruction: September 22– December 12
Finals: December 8 – December 12
Holidays:
Labor Day – September 1
Veterans' Day - November 11
Thanksgiving - November 27 & 28
Saturday/Sunday Classes:
No classes held on Nov 29 & Nov 30

WINTER RECESS: December 13 – January 4

WINTER QUARTER: 57 days

Instruction: January 5 – March 27
Finals: March 23 – March 27

Holidays:
Martin Luther King - January 19
Presidents Days - February 13 & 16
Saturday/Sunday Classes:
No classes held on February 14 & 15

SPRING RECESS: March 29 – April 5

SPRING QUARTER: 58 days

Instruction: April 6 – June 26
Finals: June 22 – June 26

Holidays:
Memorial Day – May 25
Juneteenth- June 19
Saturday/Sunday Classes:
No classes held on May 23 & 24

[X] Start of Instruction ( ) Final Exams xx Flex Days [ ] Holidays Academic Recess

SEPTEMBER 2025

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

OCTOBER 2025

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

NOVEMBER 2025

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

DECEMBER 2025

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

JANUARY 2026

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

FEBRUARY 2026

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

MARCH 2026

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

APRIL 2026

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

MAY 2026

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

JUNE 2026

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

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

Summer Session 2025: June 30– September 16. No classes held on July 4.
Summer Session 2026: June 29– September 15. No classes held on July 3, 4, 5.

APPENDIX H2
ACADEMIC YEAR 2026-2027
(Article 27 – Calendar)
Foothill-De Anza Community College District

The 2026-2027 Academic Year begins September 16, 2026 and ends June 25, 2027.
Summary of Key Dates:

FALL QUARTER: 57 days plus 3 flex days

District Flex Day: September 16
College Flex Day: September 17
College Flex Day: September 18
Instruction: September 21– December 11
Finals: December 7 – December 11
Holidays:

Veterans' Day - November 11
Thanksgiving - November 26 & 27
Saturday/Sunday Classes:
No classes held on Nov 28 & Nov 29

WINTER RECESS: December 12 – January 3

WINTER QUARTER: 57 days

Instruction: January 4 – March 26
Finals: March 22 – March 26

Holidays:
Martin Luther King - January 18
Presidents Days - February 12 & 15
Saturday/Sunday Classes:
No classes held on February 13 & 14

SPRING RECESS: March 27 – April 4

SPRING QUARTER: 58 days

Instruction: April 5 – June 25
Finals: June 21 – June 25

Holidays:
Memorial Day – May 31
Juneteenth- June 18
Saturday/Sunday Classes:
No classes held on May 29 & 30

[X] Start of Instruction ( ) Final Exams xx Flex Days [ ] Holidays Academic Recess

SEPTEMBER 2026

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

OCTOBER 2026

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

NOVEMBER 2026

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

DECEMBER 2026

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

JANUARY 2027

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

FEBRUARY 2027

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

MARCH 2027

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

APRIL 2027

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

MAY 2027

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

JUNE 2027

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

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

Summer Session 2026: June 29– September 15. No classes held on July 3, 4.
Summer Session 2027: June 28– September 14. No classes held on July 4, 5.

APPENDIX H3
ACADEMIC YEAR 2027-2028
(Article 27 – Calendar)
Foothill-De Anza Community College District

The academic calendar for 2027-28 will be negotiated in the 2025-26 year of continued negotiations.

APPENDIX H4
INDIVIDUAL PROPOSAL FOR FACULTY FLEX DAY
(Article 27 – Calendar)
Foothill-De Anza Community College District

Name: _____ CWID:_____
Last First

Full-time __ Part-time __ District Ext #:_____ Date(s) of Activity_____

Hours of activity to be credited: On-Campus _____Off-Campus _____

Please note:
1. **File this form with the Division Dean or appropriate supervisor 5 working days prior to the designated flex/conference day.**
2. **Attach list of fellow participants if the flex-day will be used for a collective activity of faculty in the department/division/college/District.**
3. **Make and retain a copy of this form for your professional records.**

I. **Focus of the activity/project:**

_____ Division/Department _____ Subject matter/discipline

_____ College _____ Professional enhancement

II. **Abstract:**

a) Describe briefly what you will do:

b) Specify the results of your activity/project:

c) Identify at least two ways this activity/project benefits students/division/program:

III. **Approval:**
Faculty signature: _____Date: _____

Division/Program
Administrator signature: _____ Date: _____

IV. **Activity Completed:**
Division/Program
Administrator signature: _____Date: _____

Appendix I

PROFESSIONAL DEVELOPMENT AND PROFESSIONAL RESPONSIBILITY REQUIREMENTS FOR FULL-TIME FACULTY

APPENDIX I (Updated March 2026)
PROFESSIONAL DEVELOPMENT AND PROFESSIONAL RESPONSIBILITY REQUIREMENTS FOR FULL-TIME FACULTY

In each cycle, as described in Appendix A – Step Advancement, each regular or contract faculty member must complete:

1. At least 75 hours of professional development, with no more than 25 of those hours from Group 2 in the Professional Development Activity table, and

2. At least 10 points of professional responsibilities, with at least four points from Category A or Category B in the Professional Responsibility table.

Faculty on approved leave (e.g. PDL, family leave, sick leave) or on reduced contract (Article 18 or partial unpaid leave) during their three-year cycle have the requirements proportionally reduced, except that PDL shall not reduce the professional development requirement. However, PDL activities can be used to meet the professional development requirement

At the end of each academic year, the faculty member must submit a summary of their activities completed to date to their dean or appropriate administrator. Consequences for not meeting the requirements by the end of the cycle can be found in Appendix A – Step Advancement.

Professional Development Table

At least 75 hours per cycle, no more than 25 hours from Group 2

Group 1	**Hours**
1. Credit coursework	1 Quarter Unit = 18 hours 1 Semester Unit = 27 hours
2. Mandated district training/activities outside of opening days (e.g. SLO convocation; Title IX, Cyber Security, etc.)	Hours of attendance
3. Being mentored by as a tenure track faculty member	Hours in meetings with mentor (max of 36 hours per year)
4. Optional campus trainings or PD office offerings (brown bags, cohort trainings, workshops)	Attendance hours
5. Online trainings (MOOCs, @One, etc.)	Hours required stated in course description
6. Researching and Writing Scholarly or discipline specific publications, including published or OER/ZTC textbooks	Self-reported hours (max 25 hours per publication)
7. Formal Review of scholarly publications	Self-reported hours (max 12 hours per review)
8. Putting on art shows, gallery presentations, music performance, science demonstrations outside of scope of instruction	Self-reported hours

9. Book club related to discipline/teaching/cultural competency	(Hours for club meeting time) x 3
10. Attending discipline related performances, exhibits, films, museums, literary readings, debates, lectures, etc.	Event time, max 3 hours per event
11. CEUs for continuing certification	Hours
12. Conference or professional organization meeting attendance	6 hours per day of conference unless documented otherwise
13. Contributions to professional organization related to discipline or teaching/learning (officer, planning committee, advisory group, etc.)	Self-reported hours
14. Presentation at training or conference or professional meeting or opening days	Triple the presentation hours (2 hrs prep for each hour presentation)
15. New Faculty Program participation	Participation time
16. Webinars or online training related to discipline or CCC	Attendance time
17. Developing shared resources for the college population (outside of course materials) including departmental resources, and college wide resources (part-time faculty support, prospective major materials, shared governance support materials, etc.)	Self-reported hours
18. Evaluating materials for use in major course revision	Self-reported hours, max of 30 hours per year
19. Conducting unpaid research (field, archival, or experimental)	Self-reported hours
Group 2 (Max of 25 hours earned from these activities each cycle)	**Hours**
20. Individual reading related to discipline/teaching/cultural competency	Max of 6 hours per book
21. Listening to discipline or education specific podcasts/TED Talks	Time for listening, maximum of 10 hours per college year
22. Producing podcasts/videos independent of classroom instruction	Self-reported time
23. Second language learning (outside of credit coursework) to better communicate with student populations	Self-reported hours
24. Learn discipline or teaching-related software	Self-reported hours
25. Formal role with discipline related community organizations (e.g. biologist active in community creek clean-up organization)	Self-reported hours
26. Auditing a course	Self-reported hours

Professional Responsibility Table

At least 10 points each cycle, with at least 4 points from category A or B

Category A – 6 points each. Service is for a full year. Proportional credit if less than full year.
1. Academic Senate Officer or representative
2. FA Officer, Staff, or Executive Council representative
3. Representative on Curriculum Committee
4. Member of standing governance committee that meets 2 or more times per month for at least 1.5 hours per meeting (e.g. DA RAPP, FH MIPC)
5. Coordinator or lead organizer of campus wide initiatives: ZTC, Guided Pathways, SLO, Honors
6. Campus Tenure Review Coordinator
7. Tenure Review Committee Chair
8. Department Chair or Scheduler
9. Program Director
10. CTE Program Lead (non-chair)
11. Program accreditation report author (non-chair leads)
12. Search committee member for FT Faculty or Classified position with more than 25 applications
13. Search committee for administrative position with more than 10 applications
14. ACCJC accreditation standard committee
15. Committee addressing state legislative mandates (e.g. AB 705/1705, CCN)
16. Member of statewide CCC organizations or policy committees (ASCCC, CCCI, FACCC, CCCCO)
17. Foothill: Coordinator of college-wide student experiential learning events (RSLS, Innovation Challenge, Physics Show, Possible Self, Debate, Global Exp Learning)
18. Foothill: Program Review Readers
19. De Anza: Guided Pathways Pathfinder support team
Category B – 4 points (per year or per activity if less than one year)
1. Regular participant in affinity group meetings/initiatives
2. Task Force committee member (e.g. housing, Measure G)
3. New course curriculum development
4. Member of governance committee that meets less than twice a month for less than 1.5 hours per meeting (e.g. DA College Council) OR with meetings that are concentrated in part of the year (e.g. PDL)
5. Completion of major curriculum revision that requires re-articulation
6. Cohort Group faculty coordinator (e.g. FYE, Umoja, Puente, IMPACT AAPI, Rising Scholars)
7. Division or department project committee lead or coordinator
8. Member of CTE advisory committee
9. Student conduct advisor (per Education Code Section 66283)
10. Program review author or co-author (if not part of chair duties)
11. Tenure Review committee member
12. Search committee for FT faculty or classified position with 25 or fewer applications
13. Search committee for administrative position with 10 or fewer applications
14. Service on Student Grievance and Student Disciplinary/Conduct Panels (more than one meeting to hear the case)
15. De Anza: Mentor in the New FT faculty Mentoring Program in Office of Instruction
16. Foothill: Faculty on GEL during academic year

Category C – 1 point each (unless otherwise noted)
1. Course SLO lead (coordination of assessment and documentation of reflection) – 1 pt per course
2. Completion of five-year curriculum update (per course)
3. Scholarship reader
4. Teaching honors course at DA or at FH if not stacked with class size adjustment
5. Mentor for tenure track or part-time faculty (excluding DA New FT faculty Mentoring Program in Office of Instruction- see column B)
6. Attendance at commencement or cohort commencement ceremonies (max 1 pt per year)
7. Teaching special projects course or independent study course (1 pt per course taught)
8. Serving at on campus information table
9. Attendance at off campus outreach events
10. Participation in Open House days (FH Day on the Hill, DA Open House)
11. Completing small project to improve student success (per project)
12. Representative on part-time faculty interview committees (non-chair/scheduler)
13. Student club advisor
14. Facilitating student campus events and activities
15. Conducting student workshops (1-3 workshops per year = 1 pt, 4-6 workshops per year = 2 pts, etc.)
16. Volunteering at least 2 hours per week in DA Villages or FH tutoring centers (STEM or LRC) – 1 point per quarter
17. Heritage Month planning committee member
18. Division or department committee member
19. Writing letters of recommendation for 2 or more students per year
20. Mentoring students on research or creative projects
21. Service on Student Grievance and Student Disciplinary/Conduct Panels (one meeting to decide the case)
22. Conducting a peer evaluation (Article 6.4)
23. Common Course Numbering (CCN) Faculty workgroup (1 point per course)

Appendix J
Faculty Evaluation Forms

Appendix J1: Administrative and Peer Evaluation Forms
- J1A: Synchronous Instruction
- J1B: Asynchronous Instruction
- J1C: Mixed Modality Instruction
- J1D: Librarians
- J1E: Counselors
- J1F: Resource Faculty
- J1G: Supplemental Instruction

Appendix J2: Student Evaluation Form (for Classroom Instruction)

Appendix J2.1: Student Evaluation Form (for Counseling Sessions)

Appendix J2.2: Student Evaluation Form (for Child Development Teachers)

Appendix J2.3: Student Evaluation Form (for Library Visits/Sessions)

Appendix J2.4: Student Evaluation Form (for Supplemental Instruction)

Appendix J2W: Student Evaluation Form (for Online Instruction)

Appendix J3: Tabulation of Student Evaluations (for Classroom Instruction)

Appendix J3.1: Tabulation of Student Evaluations (for Counseling Sessions)

Appendix J3.2: Tabulation of Student Evaluations (for Child Development Teachers)

Appendix J3.3: Tabulation of Student Evaluations (for Librarians)

Appendix J3.4: Tabulation of Student Evaluations (for Supplemental Instruction)

Appendix J3W: Tabulation of Student Evaluations (for Online Instructional Faculty)

APPENDIX J1.A
ADMINISTRATIVE AND PEER EVALUATION FORM
FACULTY – Synchronous Instruction
(Article 6 and 6A - Evaluation)
Foothill-De Anza Community College District

FACULTY NAME: _____ QUARTER: _____

DEPARTMENT/PROG: _____ ACADEMIC YR: _____

CAMPUS LOCATION: Foothill De Anza Center (specify)_____

FACULTY STATUS: (check one) Full-time Part-time

If full-time, (check one) Tenured Contract (grant-funded/temporary replacement)
Probationary Phase I Probationary Phase II Probationary Phase III

If part-time, number of service credits in Division (per Article 7.9) _____

DUTIES: Instructor Counselor Librarian Other (specify)_____

COURSE/ACTIVITY: _____ LENGTH OF VISIT: _____
(normally 50 min)

EVALUATION DATE: _____ EVALUATOR'S NAME:_____
(please print)

Pre-eval meeting date (required) _____Post-eval meeting date (required)_____
_____

EVALUATION TYPE: ____ Administrative ____ Probationary (Tenure Committee) ____ Peer

---

Date: _____ _____
Signature of Evaluator CWID

Date: _____ _____
Signature of Division Dean

Date: _____ _____
Signature of Vice President for Instruction or
Signature of Vice President for Student Services

I am aware of my rights as provided in the appropriate article of the *Agreement*, Article 6 or Article 6A. I have read this report, am aware of the opportunity to add my own comments, and recognize that I have the right to discuss it with the President if I so desire.

_____ _____ _____
Date Signature of Faculty Member CWID

The purposes of evaluation are contained in Articles 6 and 6A of the Agreement.

For Office Use Only:
Copy – Instructor ____ Update Banner ____ PAY? YES or NO DEAN AUTH. _____
Copy – Division ____ To Payroll ____ FOAP _____INDEX CODE _____
Revised 6/2023

ADMINISTRATIVE AND PEER EVALUATION FORM FOR FACULTY
Foothill-De Anza Community College District

This form may not be modified *unless agreed upon by the Board and the Faculty Association.*

This form uses both a rating system and narrative data. Please use the rating system for each applicable criterion. Then, write a brief narrative for each section and, finally, a comprehensive summary statement.

Rating system:

MT = Meets Expectations	NA = Not Applicable
ND = Needs Development	NO = Not Observed
UN = Unsatisfactory (significant improvement needed)	

SECTION I.

Classroom/Synchronous Instruction	**MT**	**ND**	**UN**	**NA**	**NO**
1. Demonstrates discipline expertise.					
2. Uses current materials and theories.					
3. Provides students with a clearly written explanation of the course expectations, course content, relevant dates, requirements, assignments, and evaluation process.					
4. Uses class time in an effective manner.					
5. Teaches at a level that supports the achievement of the learning outcomes stated in the Course Outline of Record.					
6. Communicates ideas clearly and effectively.					
7. Facilitates discussion, explanation, and/or exploration of course content.					
Narrative Comments: Please recognize any areas of exceptional performance or clarify any ratings of ND or UN.					

Approaches to Student Learning	**MT**	**ND**	**UN**	**NA**	**NO**
8. Stimulates student interest in the material presented.					
9. Provides students opportunities to engage with the material in a variety of ways.					
10. Appropriately paces and/or scaffolds student learning activities for the day.					
11. Develops assignments/assessments consistent with course objectives stated in the Course Outline of Record.					
12. Ensures course content is presented in a manner accessible to diverse learners.					
13. Provides timely feedback to students.					
14. Provides inclusive classroom environment that is conducive to diverse learners.					
Narrative Comments: Please recognize any areas of exceptional performance or clarify any ratings of ND or UN.					

Relationship with students and colleagues	MT	ND	UN	NA	NO
15. Demonstrates sensitivity and respect when working with students, including but not limited to those with diverse backgrounds, orientations, abilities, religious creeds, and socioeconomic statuses.					
16. Demonstrates sensitivity and respect when working with colleagues, including but not limited to those with diverse backgrounds, orientations, abilities, religious creeds, and socioeconomic statuses.					
17. Demonstrates openness to constructive feedback.					

Narrative Comments: Please recognize any areas of exceptional performance or clarify any ratings of ND or UN.

Other job requirements (to be completed by Dean or appropriate supervisor)	MT	ND	UN	NA	NO
18. Maintains adequate records.					
19. Submits required departmental documentation on time including census, positive attendance, grades, syllabi, textbook adoption.					
20. Maintains scheduled office hours.					
21. Demonstrates sensitivity and respect when working with colleagues, including but not limited to those with diverse backgrounds, orientations, abilities, religious creeds, and socioeconomic statuses (same as 16 but ranked by Dean).					
22. Works with students and student support services to provide reasonable accommodations.					
23. Follows health and safety regulations when applicable.					
24. Attends required meetings.					
25. Responds to student, department/division, or college/district communication in a timely manner, generally considered within 2 school days.					
26. Maintains professional certifications as required.					
Tenured and Tenure-Track Faculty After Phase I Only 27. Participates in curriculum updates as required by Title 5					

Narrative Comments: Please recognize any areas of exceptional performance or clarify any ratings of ND or UN.

Professional Responsibility	MT	ND	UN	NA	NO
28. Keeps current in instructional practices.					
29. Participates in the SLO/SAO process, including providing students access to SLOs and assessing and documenting evidence, as needed by the department (for Part-time Faculty, see Article 7.26)					
– Tenured and Tenure-Track Faculty After Phase I Only 30. Serves the department, discipline, or college/district community through membership on committees, participation in special assignments, program review, or other projects/research.					
Narrative Comments: Please recognize any areas of exceptional performance or clarify any ratings of ND or UN.					

SECTION II. EVALUATOR'S COMPREHENSIVE SUMMARY STATEMENT:
(In addition to synthesis, this section may include professional activities not previously mentioned, suggestions for further growth, and professional contributions to the District.)

SECTION III. FACULTY MEMBER'S COMMENTS:

APPENDIX J1.B
ADMINISTRATIVE AND PEER EVALUATION FORM
FACULTY- Asynchronous Instruction
(Article 6 and 6A - Evaluation)
Foothill-De Anza Community College District

FACULTY NAME: _____QUARTER: _____

DEPARTMENT/PROG: _____ ACADEMIC YR: _____

CAMPUS LOCATION: _____ Foothill _____ De Anza _____ Center
(specify)_____

FACULTY STATUS: (check one) ____ Full-time ____ Part-time

If full-time, (check one) ____ Tenured ____ Contract (grant-funded/temporary replacement)
____ Probationary Phase I ____ Probationary Phase II ____ Probationary Phase III

If part-time, number of service credits in Division (per Article 7.9) _____

DUTIES: ____ Instructor ____ Counselor ____ Librarian ____ Other(specify)_____

COURSE/ACTIVITY: _____ LENGTH OF VISIT: _____
(50 min to 100 min)

EVALUATION DATE: _____ EVALUATOR'S NAME: _____
(please print)

Pre-eval meeting date (required) _____Post-eval meeting date (required)_____

EVALUATION TYPE: ____ Administrative ____ Probationary (Tenure Committee) ____ Peer

---

Date: _____ _____
Signature of Evaluator CWID

Date: _____ _____
Signature of Division Dean

Date: _____ _____
Signature of Vice President for Instruction or
Signature of Vice President for Student Services

I am aware of my rights as provided in the appropriate article of the *Agreement*, Article 6 or Article 6A. I have read this report, am aware of the opportunity to add my own comments, and recognize that I have the right to discuss it with the President if I so desire.

_____ _____ _____
Date Signature of Faculty Member CWID

The purposes of evaluation are contained in Articles 6 and 6A of the Agreement.

For Office Use Only:
Copy - Instructor ____ Update Banner ____ PAY? YES or NO DEAN AUTH. _____
Copy - Division ____ To Payroll ____ FOAP _____INDEX CODE _____
Revised 3/2023

ADMINISTRATIVE AND PEER EVALUATION FORM FOR FACULTY
Foothill-De Anza Community College District

This form may not be modified *unless agreed upon by the Board and the Faculty Association.*

This form uses both objective and narrative data. Please use the rating system for each applicable criterion. Then, write a brief narrative for each section and, finally, a comprehensive summary statement.

Rating system:

MT = Meets Expectations	NA = Not Applicable
ND = Needs Development	NO = Not Observed
UN = Unsatisfactory (significant improvement needed)	

SECTION I:

Online Instruction	**MT**	**ND**	**UN**	**NA**	**NO**
1. Demonstrates discipline expertise.					
2. Uses current materials and theories.					
3. Provides students with a clearly written explanation of the course expectations, course content, relevant dates, requirements, assignments, and evaluation process.					
4. Organizes course site to guide student navigation of course materials.					
5. Provides clear and ongoing communication about course content and expectations.					
6. Provides regular and substantive interaction for teacher-student and student-student interactions, as defined by the college.					
7. Teaches at a level that supports the achievement of the learning outcomes stated in the Course Outline of Record.					
8. Communicates ideas clearly and effectively.					
9. Facilitates discussion, explanation, and exploration of course content.					
Narrative Comments: Please recognize any areas of exceptional performance or clarify any ratings of ND or UN.					
Approaches to Student Learning	**MT**	**ND**	**UN**	**NA**	**NO**
10. Stimulates student interest in the material presented.					
11. Provides students opportunities to engage with the material in a variety of ways.					
12. Develops assignments/assessments consistent with course objectives stated in the Course Outline of Record.					
13. Provides ADA-compliant course materials.					
14. Maintains purposeful and ongoing student engagement with course content using academically related activities.					
15. Appropriately paces and scaffolds student learning activities.					

16. Responds to student communication in a timely manner, generally within 48 hours excluding weekends and holidays.					
17. Provides inclusive online environment that is conducive to diverse learners.					
Narrative Comments: Please recognize any areas of exceptional performance or clarify any ratings of ND or UN.					
Relationship with students and colleagues	**MT**	**ND**	**UN**	**NA**	**NO**
18. Demonstrates sensitivity and respect when working with students, including but not limited to those with diverse backgrounds, orientations, abilities, religious creeds, and socioeconomic statuses.					
19. Demonstrates sensitivity and respect when working with colleagues, including but not limited to those with diverse backgrounds, orientations, abilities, religious creeds, and socioeconomic statuses.					
20. Demonstrates openness to constructive feedback.					
Narrative Comments: Please recognize any areas of exceptional performance or clarify any ratings of ND or UN.					
Other job requirements (to be completed by Dean or appropriate supervisor)	**MT**	**ND**	**UN**	**NA**	**NO**
21. Maintains adequate records.					
22. Submits required departmental documentation on time including census, positive attendance, grades, syllabi, textbook adoption.					
23. Maintains scheduled office hours.					
24. Demonstrates sensitivity and respect when working with colleagues, including but not limited to those with diverse backgrounds, orientations, abilities, religious creeds, and socioeconomic statuses (same as 19 but ranked by Dean).					
25. Works with students and student support services to provide reasonable accommodations.					
26. Follows health and safety regulations when applicable.					
27. Attends required meetings.					
28. Responds to department/division, or college/district communication in a timely manner, generally considered within 2 school days.					
29. Maintains professional certifications as required.					

Tenured and Tenure-Track Faculty After Phase I Only 30. Participates in curriculum updates as required by Title 5,					
Narrative Comments: Please recognize any areas of exceptional performance or clarify any ratings of ND or UN.					
Professional Responsibility	**MT**	**ND**	**UN**	**NA**	**NO**
31. Keeps current in instructional practices, including those associated with online learning.					
32. Participates in the SLO/SAO process, including providing students access to SLOs and assessing and documenting evidence, as needed by the department (for Part-time Faculty, see Article 7.26)					
– Tenured and Tenure-Track Faculty After Phase I Only – 33. Serves the department, discipline, or college/district community through membership on committees, or participation in special assignments, program review or other projects/research.					
Narrative Comments: Please recognize any areas of exceptional performance or clarify any ratings of ND or UN.					

SECTION II. EVALUATOR'S COMPREHENSIVE SUMMARY STATEMENT:
(In addition to synthesis, this section may include professional activities not previously mentioned, suggestions for further growth, and professional contributions to the District.)

SECTION III. FACULTY MEMBER'S COMMENTS:

APPENDIX J1.C
ADMINISTRATIVE AND PEER EVALUATION FORM
FACULTY - Mixed Modality (Synch/Asynch) Instruction
(Article 6 and 6A - Evaluation)
Foothill-De Anza Community College District

FACULTY NAME: _____ QUARTER: _____

DEPARTMENT/PROG: _____ ACADEMIC YR: _____

CAMPUS LOCATION: ____ Foothill ____ De Anza ____ Center (specify)_____

FACULTY STATUS: (check one) ____ Full-time ____ Part-time

If full-time, (check one) ____ Tenured ____ Contract (grant-funded/temporary replacement)
____ Probationary Phase I ____ Probationary Phase II ____ Probationary Phase III

If part-time, number of service credits in Division (per Article 7.9) _____

DUTIES: ____ Instructor ____ Counselor ____ Librarian ____ Other (specify)_____

COURSE/ACTIVITY: _____ LENGTH OF VISIT: _____
(Normally 50 min each modality)

EVALUATION DATE: _____ EVALUATOR'S NAME: _____
(please print)

Pre-eval meeting date (required) _____Post-eval meeting date (required)_____
_____

EVALUATION TYPE: ____ Administrative ____ Probationary (Tenure Committee) ____ Peer

---

Date: _____ _____
Signature of Evaluator CWID

Date: _____ _____
Signature of Division Dean

Date: _____ _____
Signature of Vice President for Instruction or
Signature of Vice President for Student Services

I am aware of my rights as provided in the appropriate article of the *Agreement*, Article 6 or Article 6A. I have read this report, am aware of the opportunity to add my own comments, and recognize that I have the right to discuss it with the President if I so desire.

_____ _____ _____
Date Signature of Faculty Member CWID

The purposes of evaluation are contained in Articles 6 and 6A of the Agreement.

For Office Use Only:
Copy - Instructor ____ Update Banner ____ PAY? YES or NO DEAN AUTH. _____
Copy - Division ____ To Payroll ____ FOAP _____INDEX CODE _____
Revised 6/2022

ADMINISTRATIVE AND PEER EVALUATION FORM FOR FACULTY
Foothill-De Anza Community College District

This form may not be modified *unless agreed upon by the Board and the Faculty Association.*

This form uses both a rating system and narrative data. Please use the rating system for each applicable criterion. Then, write a brief narrative for each section and, finally, a comprehensive summary statement.

Rating system:

MT = Meets Expectations	NA = Not Applicable
ND = Needs Development	NO = Not Observed
UN = Unsatisfactory (significant improvement needed)	

SECTION I.

Classroom and Online Instruction (unless otherwise noted, consider both modalities when rating)	**MT**	**ND**	**UN**	**NA**	**NO**
1. Demonstrates discipline expertise.					
2. Uses current materials and theories.					
3. Provides students with a clearly written explanation of the course expectations, course content, relevant dates, requirements, assignments, and evaluation process.					
4. Uses synchronous class time in an effective manner.					
5. Teaches at a level that supports the achievement of the learning outcomes stated in the Course Outline of Record.					
6. Communicates ideas clearly and effectively.					
7. Provides clear and ongoing communication about course content and expectations.					
8. Provides regular and substantive interaction for teacher-teacher and student-student interactions for the online portion of the course.					
9. Facilitates discussion, explanation, and exploration of course content.					
10. Synchronous and asynchronous content are integrated; instruction/learning in one modality supports instruction/learning in other modality.					
Narrative Comments: Please recognize any areas of exceptional performance or clarify any ratings of ND or UN.					
Approaches to Student Learning (unless otherwise noted, consider both modalities when rating)	**MT**	**ND**	**UN**	**NA**	**NO**
11. Stimulates student interest in the material presented.					
12. Develops assignments/assessments consistent with course objectives stated in the Course Outline of Record.					
13. Provides students the opportunity to engage with the material in a variety of ways.					
14. Provides inclusive classroom environment that is conducive to					

diverse learners.					
15. Maintains purposeful and ongoing student engagement with course content using academically related activities.					
16. Appropriately paces and/or scaffolds student learning activities.					
17. Provides ADA-compliant course materials.					
18. Ensures course content is presented in a manner accessible to diverse learners.					
Narrative Comments: Please recognize any areas of exceptional performance or clarify any ratings of ND or UN.					
Relationship with students and colleagues	**MT**	**ND**	**UN**	**NA**	**NO**
19. Demonstrates sensitivity and respect when working with students, including but not limited to those with diverse backgrounds, orientations, abilities, religious creeds, and socioeconomic statuses.					
20. Demonstrates sensitivity and respect when working with colleagues, including but not limited to those with diverse backgrounds, orientations, abilities, religious creeds, and socioeconomic statuses.					
21. Demonstrates openness to constructive feedback.					
Narrative Comments: Please recognize any areas of exceptional performance or clarify any ratings of ND or UN.					
Other job requirements (to be completed by Dean or appropriate supervisor)	**MT**	**ND**	**UN**	**NA**	**NO**
22. Maintains adequate records.					
23. Submits required departmental documentation on time including census, positive attendance, grades, syllabi, textbook adoption.					
24. Maintains scheduled office hours.					
25. Demonstrates sensitivity and respect when working with colleagues, including but not limited to those with diverse backgrounds, orientations, abilities, religious creeds, and socioeconomic statuses (same as 20 but ranked by Dean).					
26. Works with students and student support services to provide reasonable accommodations.					
27. Follows health and safety regulations when applicable.					
28. Attends required meetings.					
29. Responds to student, department/division, or college/district communication in a timely manner, generally considered within 2 school days					
30. Maintains professional certifications as required.					
Tenured and Tenure-Track Faculty After Phase I Only 31. Participates in curriculum updates as required by Title 5.					
Narrative Comments: Please recognize any areas of exceptional performance or clarify any ratings of ND or					

UN.					
Professional Responsibility	**MT**	**ND**	**UN**	**NA**	**NO**
32. Keeps current in instructional practices, including those associated with online learning.					
33. Participates in the SLO/SAO process, including providing students access to SLOs and assessing and documenting evidence, as needed by the department (for Part-time Faculty, see Article 7.26).					
34. **Tenured and Tenure-Track Faculty After Phase I Only** Serves the department, discipline, or college/district community through membership on committees, participation in special assignments, program review, or other projects/research.					
Narrative Comments: Please recognize any areas of exceptional performance or clarify any ratings of ND or UN.					

SECTION II. EVALUATOR'S COMPREHENSIVE SUMMARY STATEMENT:
(In addition to synthesis, this section may include, professional activities not previously mentioned, suggestions for further growth, and professional contributions to the District.)

SECTION III. FACULTY MEMBER'S COMMENTS:

APPENDIX J1.D
ADMINISTRATIVE AND PEER EVALUATION FORM
FACULTY LIBRARIANS
(Article 6 and 6A - Evaluation)
Foothill-De Anza Community College District

FACULTY NAME: _____QUARTER: _____

DEPARTMENT/PROG: _____ ACADEMIC YR: _____

CAMPUS LOCATION: ____ Foothill ____ De Anza ____ Center (specify)_____

FACULTY STATUS: (check one) ____ Full-time ____ Part-time

If full-time, (check one) ____ Tenured ____ Contract (grant-funded/temporary replacement)
____ Probationary Phase I ____ Probationary Phase II ____ Probationary Phase III

If part-time, number of service credits in Division (per Article 7.9) _____

DUTIES: ____ Instructor ____ Counselor ____ Librarian ____ Other (specify)_____

COURSE/ACTIVITY: _____ LENGTH OF VISIT: _____
(normally 50 minutes)

EVALUATION DATE: _____ EVALUATOR'S NAME: _____

(please print)

Date of Pre-eval meeting (required) _____ Date of Post-eval meeting (required)_____

EVALUATION TYPE: ____ Administrative ____ Probationary (Tenure Committee) ____ Peer

---

Date: _____ _____
Signature of Evaluator CWID

Date: _____ _____
Signature of Division Dean

Date: _____ _____
Signature of Vice President for Instruction or
Signature of Vice President for Student Services

I am aware of my rights as provided in the appropriate article of the *Agreement*, Article 6 or Article 6A. I have read this report, am aware of the opportunity to add my own comments, and recognize that I have the right to discuss it with the President if I so desire.

_____ _____ _____
Date Signature of Faculty Member CWID

The purposes of evaluation are contained in Articles 6 and 6A of the Agreement.

For Office Use Only:
Copy - Instructor ____ Update Banner ____ PAY? YES or NO DEAN AUTH. _____
Copy - Division ____ To Payroll ____ FOAP _____INDEX CODE _____
Revised 6/2023

ADMINISTRATIVE AND PEER EVALUATION FORM FOR FACULTY
Foothill-De Anza Community College District

This form may not be modified *unless agreed upon by the Board and the Faculty Association.*

This form uses both objective and narrative data. Please use the rating system for each applicable criterion. Then, write a brief narrative for each section and, finally, a comprehensive summary statement.

Rating system:

MT = Meets Expectations	NA = Not Applicable
ND = Needs Development	NO = Not Observed
UN = Unsatisfactory (significant improvement needed)	

SECTION I.

Librarianship	**MT**	**ND**	**UN**	**NA**	**NO**
1. Promotes information literacy.					
2. Promotes access to and use of library.					
3. Assists students in locating appropriate materials.					
4. Assists in building, organizing, and maintaining library collection.					
5. Uses appropriate tools and technology effectively.					
6. Communicates ideas clearly and effectively.					
7. Demonstrates expertise appropriate to assigned responsibilities.					
Narrative Comments: Please recognize any areas of exceptional performance or clarify any ratings of ND or UN.					

Workshop Instruction (if applicable)	**MT**	**ND**	**UN**	**NA**	**NO**
8. Uses current materials and theories.					
9. Uses workshop time in an effective manner.					
10. Teaches at a level that supports the achievement of the learning outcomes.					
11. Stimulates student interest in the material presented.					
12. Provides students the opportunity to engage with the material in a variety of ways.					
13. Provides welcoming workshop environment that is conducive to diverse learners.					
Narrative Comments: Please recognize any areas of exceptional performance or clarify any ratings of ND or UN.					

Approaches to Student Learning – Reference	MT	ND	UN	NA	NO
14. Encourages students to ask questions and follows up on queries.					
15. Introduces students to different perspectives and resources.					
16. Effectively assesses student information needs and information seeking skills.					
17. Recommends library materials (level, currency, subjects) to support student and program learning outcomes .					
18. Provides welcoming environment that is conducive to learning.					

Narrative Comments: Please recognize any areas of exceptional performance or clarify any ratings of ND or UN.

Relationship with students and colleagues	MT	ND	UN	NA	NO
19. Demonstrates sensitivity and respect when working with students, including but not limited to those with diverse backgrounds, orientations, abilities, religious creeds, and socioeconomic statuses.					
20. Demonstrates sensitivity and respect when working with colleagues, including but not limited to those with diverse backgrounds, orientations, abilities, religious creeds, and socioeconomic statuses.					
21. Displays openness to constructive feedback.					
22. Works with student and/or student support services to provide reasonable accommodations and provides accessible materials where appropriate.					
23. Articulates and communicates with the academic community.					

Narrative Comments: Please recognize any areas of exceptional performance or clarify any ratings of ND or UN.

Other job requirements (to be completed by Dean or appropriate supervisor)	MT	ND	UN	NA	NO
24. Maintains adequate records.					
25. Submits required departmental documentation, including census, and/or positive attendance, and grades on time.					
26. Maintains scheduled office hours.					
27. Follows health and safety regulations.					
28. Demonstrates sensitivity and respect when working with colleagues, including but not limited to those with diverse backgrounds, orientations, abilities, religious creeds, and socioeconomic statuses (same as 20 but					

ranked by dean).					
29. Attends required meetings.					
30. Responds to student, department/division, or college/district communication in a timely manner, generally considered two school days.					
Tenured and Tenure-Track Faculty After Phase I Only 32. Participates in curriculum updates as required by Title 5.					
Narrative Comments: Please recognize any areas of exceptional performance or clarify any ratings of ND or UN.					

Professional Responsibility	**MT**	**ND**	**UN**	**NA**	**NO**
33. Keeps current in the discipline, pedagogy, and practices.					
34. Participates in the SLO/SAO process, including providing students access to SLOs and assessing and documenting evidence, as needed by the department (for Part-time Faculty, see Article 7.26).					
Tenured and Tenure-Track Faculty Only After Phase I Only 35. Serves the department, discipline, or college/district community through membership on committees, participation in special assignments, program review, or other projects/research.					
Narrative Comments: Please recognize any areas of exceptional performance or clarify any ratings of ND or UN.					

SECTION II. EVALUATOR'S COMPREHENSIVE SUMMARY STATEMENT:
(This section may include, in addition to synthesis, professional activities not previously mentioned, suggestions for further growth, and professional contributions to the District.)

SECTION III. FACULTY MEMBER'S COMMENTS:

APPENDIX J1.E
ADMINISTRATIVE AND PEER EVALUATION FORM
FACULTY - COUNSELING
(Article 6 and 6A - Evaluation)
Foothill-De Anza Community College District

FACULTY NAME: _____QUARTER: _____

DEPARTMENT/PROG: _____ ACADEMIC YR: _____

CAMPUS LOCATION: ____ Foothill ____ De Anza ____ Center (specify)_____

FACULTY STATUS: (check one) ____ Full-time ____ Part-time

If full-time, (check one) ____ Tenured ____ Contract (grant-funded/temporary replacement)
____ Probationary Phase I ____ Probationary Phase II ____ Probationary Phase III

If part-time, number of service credits in Division (per Article 7.9) _____

DUTIES: ____ Instructor ____ Counselor ____ Librarian ___ Other (specify)_____

COURSE/ACTIVITY: _____ LENGTH OF VISIT: _____
(normally 50 minutes)

EVALUATION DATE: _____ EVALUATOR'S NAME: _____
(please print)

Date of Pre-eval meeting (required) _____ Date of Post-eval meeting (required)_____

EVALUATION TYPE: ____ Administrative ____ Probationary (Tenure Committee) ____ Peer

---

Date: _____ _____
Signature of Evaluator CWID

Date: _____ _____
Signature of Division Dean

Date: _____ _____
Signature of Vice President for Instruction or
Signature of Vice President for Student Services

I am aware of my rights as provided in the appropriate article of the *Agreement*, Article 6 or Article 6A. I have read this report, am aware of the opportunity to add my own comments, and recognize that I have the right to discuss it with the President if I so desire.

_____ _____ _____
Date Signature of Faculty Member CWID

The purposes of evaluation are contained in Articles 6 and 6A of the Agreement.

For Office Use Only:
Copy - Instructor ____ Update Banner ____ PAY? YES or NO DEAN AUTH. _____
Copy - Division ____ To Payroll ____ FOAP _____INDEX CODE _____
Revised 6/2023

ADMINISTRATIVE AND PEER EVALUATION FORM FOR FACULTY
Foothill-De Anza Community College District

This form may not be modified *unless agreed upon by the Board and the Faculty Association.*

This form uses both objective and narrative data. Please use the rating system for each applicable criterion. Then, write a brief narrative for each section and, finally, a comprehensive summary statement.

Rating system:

MT = Meets Expectations	NA = Not Applicable
ND = Needs Development	NO = Not Observed
UN = Unsatisfactory (significant improvement needed)	

SECTION I.

Counseling	**MT**	**ND**	**UN**	**NA**	**NO**
1. Demonstrates knowledge of counseling theories and techniques.					
2. Is accessible to students.					
3. Listens well and provides opportunities for students to express their concerns.					
4. Helps students define and seek solutions to problems.					
5. Researches questions brought by students, or directs students to appropriate sources of information/assistance when advisable.					
6. Keeps current with District classes, programs, and resources for students.					
7. Demonstrates knowledge of District policies and procedures affecting students.					
8. Communicates across disciplines within the academic community.					
9. Communicates ideas clearly and effectively.					
10. Uses appointment time effectively.					
11. Uses technological resources to advise students, to maintain case notes, to keep colleagues informed and to keep abreast of new information impacting students					
Narrative Comments: Please recognize any areas of exceptional performance or clarify any ratings of ND or UN.					
Workshops (as applicable)	**MT**	**ND**	**UN**	**NA**	**NO**
12. Uses current materials and theories.					
13. Uses workshop time in an effective manner.					
14. Teaches at a level that supports the achievement of the learning outcomes.					
15. Stimulates student interest in the material presented.					
16. Provides students the opportunity to engage with the material in a variety of ways.					
17. Provides welcoming environment that is conducive to diverse learners.					

Narrative Comments: Please recognize any areas of exceptional performance or clarify any ratings of ND or UN.

Relationship with students and colleagues	**MT**	**ND**	**UN**	**NA**	**NO**
18. Demonstrates sensitivity and respect when working with students, including but not limited to those with diverse backgrounds, orientations, abilities, religious creeds, and socioeconomic statuses					
19. Demonstrates sensitivity and respect when working with colleagues, including but not limited to those with diverse backgrounds, orientations, abilities, religious creeds, and socioeconomic statuses					
20. Demonstrates openness to constructive feedback.					
21. Communicates with the academic community					

Narrative Comments: Please recognize any areas of exceptional performance or clarify any ratings of ND or UN.

Other job requirements (to be completed by Dean or appropriate supervisor)	**MT**	**ND**	**UN**	**NA**	**NO**
22. Documents counselee appointments and maintains adequate records.					
23. Submits required departmental documentation, including census, and/or positive attendance, and grades on time.					
24. Maintains scheduled office hours.					
25. Follows health and safety regulations.					
26. Demonstrates sensitivity and respect when working with colleagues, including but not limited to those with diverse backgrounds, orientations, abilities, religious creeds, and socioeconomic statuses (same as 19 but ranked by Dean)					
27. Works with student and/or student support services to provide reasonable accommodations and provides accessible materials where appropriate.					
28. Attends required meetings.					
29. Responds to student, department/division, or college/district communication in a timely manner, generally considered within two school days.					
Tenured and Tenure-Track Faculty After Phase I Only 30. Participates in curriculum updates as required by Title 5					

Narrative Comments : Please recognize any areas of exceptional performance or clarify any ratings of ND or UN.

Professional Responsibility	**MT**	**ND**	**UN**	**NA**	**NO**

31. Keeps current in the discipline, pedagogy, and practices.					
32. Participates in the SLO/SAO process, including providing students access to SLOs and assessing and documenting evidence, as needed by the department (for Part-time Faculty, see Article 7.26)					
Tenured and Tenure-Track Faculty Only After Phase I Only 33. Serves the department, discipline, or college/district community through membership on committees, participation in special assignments, program review, or other projects/research.					
Narrative Comments: Please recognize any areas of exceptional performance or clarify any ratings of ND or UN.					

SECTION II. EVALUATOR'S COMPREHENSIVE SUMMARY STATEMENT:
(In addition to synthesis, this section may include professional activities not previously mentioned, suggestions for further growth, and professional contributions to the District.)

SECTION III. FACULTY MEMBER'S COMMENTS:

APPENDIX J1.F
ADMINISTRATIVE AND PEER EVALUATION FORM
FACULTY – RESOURCE (Program Director, Program Coordinator, etc.)
(Article 6 and 6A - Evaluation)
Foothill-De Anza Community College District

FACULTY NAME: _____QUARTER: _____

DEPARTMENT/PROG: _____ ACADEMIC YR: _____

CAMPUS LOCATION: ____ Foothill ____ De Anza ____ Center (specify)_____

FACULTY STATUS: (check one) ____ Full-time ____ Part-time

If full-time, (check one) ____ Tenured ____ Contract (grant-funded/temporary replacement)
____ Probationary Phase I ____ Probationary Phase II ____ Probationary Phase III

If part-time, number of service credits in Division (per Article 7.9) _____

DUTIES: ____ Instructor ____ Counselor ____ Librarian ____ Other (specify)_____

COURSE/ACTIVITY: _____ LENGTH OF VISIT: _____
(normally 50 minutes)

EVALUATION DATE: _____ EVALUATOR'S NAME:
_____
(please print)

Date of Pre-eval meeting (required) _____ Date of Post-eval meeting (required)_____

EVALUATION TYPE: ____ Administrative ____ Probationary (Tenure Committee) ____ Peer

---

Date: _____ _____
Signature of Evaluator CWID

Date: _____ _____
Signature of Division Dean

Date: _____ _____
Signature of Vice President for Instruction or
Signature of Vice President for Student Services

I am aware of my rights as provided in the appropriate article of the *Agreement*, Article 6 or Article 6A. I have read this report, am aware of the opportunity to add my own comments, and recognize that I have the right to discuss it with the President if I so desire.

_____ _____ _____
Date Signature of Faculty Member CWID

The purposes of evaluation are contained in Articles 6 and 6A of the Agreement.

For Office Use Only:
Copy - Instructor ____ Update Banner ____ PAY? YES or NO DEAN AUTH. _____
Copy - Division ____ To Payroll ____ FOAP _____INDEX CODE _____
Revised 6/2023

ADMINISTRATIVE AND PEER EVALUATION FORM FOR FACULTY
Foothill-De Anza Community College District

This form may not be modified *unless agreed upon by the Board and the Faculty Association.*

This form uses both objective and narrative data. Please use the rating system for each applicable criterion. Then, write a brief narrative for each section and, finally, a comprehensive summary statement.

Rating system:

MT = Meets Expectations	NA = Not Applicable
ND = Needs Development	NO = Not Observed
UN = Unsatisfactory (significant improvement needed)	

SECTION I.

Resource Activities	**MT**	**ND**	**UN**	**NA**	**NO**
1. Is accessible to faculty and staff.					
2. Listens well and responds to instructors' resource needs.					
3. Develops professional learning resources for individuals and institutional workgroups/committees.					
4. Develops students' resources (if applicable).					
5. Demonstrates knowledge of District policies and procedures affecting faculty, staff, and students.					
6. Demonstrates knowledge of legislation or state policy which impacts field of specialization.					
7. Communicates across disciplines within the academic community.					
8. Communicates ideas clearly and effectively.					
9. Engages in regular assessment, reflection, and revision for program leadership improvement.					
10. Models a growth mindset for all students or faculty/staff participants in the program.					
11. Articulates services with campus and district programs.					

Narrative Comments: Please recognize any areas of exceptional performance or clarify any ratings of ND or UN.

Workshop and Training (as applicable)	MT	ND	UN	NA	NO
12. Uses current materials and theories.					
13. Uses workshop time in an effective manner.					
14. Is responsive to participants' learning needs to meet the outcomes of the workshop.					
15. Stimulates interest in the concepts presented.					
16. Utilizes appropriate learning materials to help participants meet the workshop learning outcomes.					
17. Provides attendees the opportunity to engage with the material in a variety of ways.					
18. Provides welcoming environment that is conducive to diverse learners.					

Narrative Comments: Please recognize any areas of exceptional performance or clarify any ratings of ND or UN.

Relationship with students and colleagues	MT	ND	UN	NA	NO
19. Demonstrates sensitivity and respect when working with students, including but not limited to those with diverse backgrounds, orientations, abilities, religious creeds, and socioeconomic statuses					
20. Demonstrates sensitivity and respect when working with colleagues, including but not limited to those with diverse backgrounds, orientations, abilities, religious creeds, and socioeconomic statuses					
21. Demonstrates openness to constructive feedback.					
22. Communicates with the academic community					

Narrative Comments: Please recognize any areas of exceptional performance or clarify any ratings of ND or UN.

Other job requirements (to be completed by Dean or appropriate supervisor)	MT	ND	UN	NA	NO
23. Maintains adequate records.					
24. Submits required departmental documentation, including census, and/or positive attendance, and grades on time.					
25. Maintains scheduled office hours, if applicable.					
26. Follows health and safety regulations.					
27. Demonstrates sensitivity and respect when working with colleagues, including but not limited to those with diverse backgrounds, orientations, abilities, religious creeds, and socioeconomic statuses (same as 20 but ranked by dean)					
28. Works with student and/or student support services to provide reasonable accommodations and provides accessible materials where appropriate.					
29. Attends required meetings.					
30. Responds to department/division, or college/District communication in a timely manner, generally considered within two school days.					

Narrative Comments: Please recognize any areas of exceptional performance or clarify any ratings of ND or UN.

Professional Responsibility	MT	ND	UN	NA	NO
31. Keeps current in the discipline, pedagogy, and practices.					
32. Participates in the SLO/SAO process, including providing students access to SLOs and assessing and documenting evidence, as needed by the department (for Part-time Faculty, see Article 7.26)					
Tenured and Tenure-Track Faculty Only After Phase I Only 33. Serves the department, discipline, or college/district community by membership on committees, participation in special assignments,					

program review, or other projects/research.					

Narrative Comments: Please recognize any areas of exceptional performance or clarify any ratings of ND or UN.

SECTION II. EVALUATOR'S COMPREHENSIVE SUMMARY STATEMENT:
(This section may include, in addition to synthesis, professional activities not previously mentioned, suggestions for further growth, and professional contributions to the District.)

SECTION III. FACULTY MEMBER'S COMMENTS:

APPENDIX J1.G
ADMINISTRATIVE AND PEER EVALUATION FORM
FACULTY – Supplemental Instruction
(Article 6 and 6A - Evaluation)
Foothill-De Anza Community College District

FACULTY NAME: _____QUARTER: _____

DEPARTMENT/PROG: _____ ACADEMIC YR: _____

CAMPUS LOCATION: ____ Foothill ____ De Anza ____ Center (specify)_____

FACULTY STATUS: (check one) ____ Full-time ____ Part-time

If full-time, (check one) ____ Tenured ____ Contract (grant-funded/temporary replacement)
____ Probationary Phase I ____ Probationary Phase II ____ Probationary Phase III

If part-time, number of service credits in Division (per Article 7.9) _____

DUTIES: ____ Instructor ____ Counselor ____ Librarian ____ Other (specify)_____

COURSE/ACTIVITY: _____ LENGTH OF VISIT: _____
(normally 50 minutes)

EVALUATION DATE: _____ EVALUATOR'S NAME: _____
(please print)

Date of Pre-eval meeting (required) _____ Date of Post-eval meeting (required)_____

EVALUATION TYPE: ____ Administrative ____ Probationary (Tenure Committee) ____ Peer

---

Date: _____ _____
Signature of Evaluator CWID

Date: _____ _____
Signature of Division Dean

Date: _____ _____
Signature of Vice President for Instruction or
Signature of Vice President for Student Services

I am aware of my rights as provided in the appropriate article of the *Agreement*, Article 6 or Article 6A. I have read this report, am aware of the opportunity to add my own comments, and recognize that I have the right to discuss it with the President if I so desire.

_____ _____ _____
Date Signature of Faculty Member CWID

The purposes of evaluation are contained in Articles 6 and 6A of the Agreement.

For Office Use Only:
Copy - Instructor ____ Update Banner ____ PAY? YES or NO DEAN AUTH. _____
Copy - Division ____ To Payroll ____ FOAP _____INDEX CODE _____
Revised 6/2022

ADMINISTRATIVE AND PEER EVALUATION FORM FOR FACULTY
Foothill-De Anza Community College District

This form may not be modified *unless agreed upon by the Board and the Faculty Association.*

This form uses both objective and narrative data. Please use the rating system for each applicable criterion. Then, write a brief narrative for each section and, finally, a comprehensive summary statement.

Rating system:

MT = Meets Expectations	NA = Not Applicable
ND = Needs Development	NO = Not Observed
UN = Unsatisfactory (significant improvement needed)	

SECTION I.

Individual Session Instruction	**MT**	**ND**	**UN**	**NA**	**NO**
1. Listens well.					
2. Guides students towards comprehension of problems and solutions rather than providing correct answers.					
3. Explains material at an appropriate level.					
4. Communicates ideas clearly and effectively.					
5. Adapts to student questions using multiple approaches.					
6. Appropriately paces and/or scaffolds student learning.					
7. Manages tutoring sessions to optimize learning and/or allocate time effectively.					
8. Demonstrates knowledge of department(s) or discipline(s) curriculum and course expectations.					
9. Supports the goals of the classroom instructor, when those goals are communicated.					
10. Recognizes student needs and helps students access appropriate resources (textbook, instructional materials, notes, online materials, office hours, campus support).					
11. Helps students with college skills (note-taking, time-management), when appropriate.					
12. Fosters welcoming environment that is conducive to diverse learners.					
Narrative Comments: Please recognize any areas of exceptional performance or clarify any ratings of ND or UN.					
Workshop Instruction (as applicable)	**MT**	**ND**	**UN**	**NA**	**NO**
13. Uses current materials and theories.					
14. Uses workshop time in an effective manner.					
15. Teaches at a level that supports the achievement of the learning outcomes.					
16. Stimulates interest in the material presented.					
17. Fosters an active learning environment.					

18. Provides students the opportunity to engage with the material in a variety of ways.					
19. Provides welcoming environment that is conducive to diverse learners.					

Narrative Comments: Please recognize any areas of exceptional performance or clarify any ratings of ND or UN.

Relationship with students and colleagues	**MT**	**ND**	**UN**	**NA**	**NO**
20. Demonstrates sensitivity and respect when working with students, including but not limited to those with diverse backgrounds, orientations, abilities, religious creeds, and socioeconomic statuses					
21. Demonstrates sensitivity and respect when working with colleagues, including but not limited to those with diverse backgrounds, orientations, abilities, religious creeds, and socioeconomic statuses					
22. Is open to constructive feedback.					

Narrative Comments: Please recognize any areas of exceptional performance or clarify any ratings of ND or UN.

Other job requirements (to be completed by Dean or appropriate supervisor)	**MT**	**ND**	**UN**	**NA**	**NO**
23. Maintains adequate records.					
24. Submits required departmental documentation, including census, and/or positive attendance, and grades on time.					
25. Is punctual and available to students during scheduled hours.					
26. Follows health and safety regulations.					
27. Demonstrates sensitivity and respect when working with colleagues, including but not limited to those with diverse backgrounds, orientations, abilities, religious creeds, and socioeconomic statuses (same as 20 but ranked by dean)					
28. Works with student and/or student support services to provide reasonable accommodations and provides accessible materials where appropriate.					
29. Attends required meetings.					
30. Responds to communication in a timely manner, generally considered within two school days.					

Narrative Comments: Please recognize any areas of exceptional performance or clarify any ratings of ND or UN.

Professional Responsibility	**MT**	**ND**	**UN**	**NA**	**NO**
31. Keeps current in the discipline, pedagogy, and practices.					
32. Participates in the SLO/SAO process, including providing students access to SLOs and assessing and documenting evidence, as needed by the department (for Part-time Faculty, see Article 7.26).					

Tenured and Tenure-Track Faculty Only After Phase I Only 33. Serves on committees, or participates in special assignments, research, program review or other projects that serve the department, discipline or college community					
Narrative Comments: Please recognize any areas of exceptional performance or clarify any ratings of ND or UN.					

SECTION II. EVALUATOR'S COMPREHENSIVE SUMMARY STATEMENT:
(This section may include, in addition to synthesis, professional activities not previously mentioned, suggestions for further growth, and professional contributions to the District.)

SECTION III. FACULTY MEMBER'S COMMENTS:

APPENDIX J2
STUDENT EVALUATION FORM: FOR CLASSROOM INSTRUCTION - PART A
(Articles 6 and 6A – Evaluation)
Foothill-De Anza Community College District

Instructor

_____

Course (department, number, time)

_____

One of the major responsibilities of the District is to promote high teaching standards among its faculty. Please take the time to evaluate this course for your instructor.

PART A
Evaluate both the course and the instructor by marking the appropriate letter on the scantron form. Please be thoughtful and candid in your responses.

Please mark the answer sheet for each of the following questions:

a = Strongly Agree
b = Agree
c = Disagree
d = Strongly Disagree
e = No Opinion/Not Applicable

About the Course:

1. The course contributed to my general knowledge and education.
2. Text and other reading material were appropriate and useful.
3. Course objectives and grading policies were distributed and clearly explained.
4. Amount and types of assigned course work were appropriate.
5. Course content was well organized.
6. Class activities were appropriate.
7. Tests were clearly written and related to subject matter.
8. Grading was fair and impartial.

About the Instructor:

9. Demonstrated an enthusiasm for the subject.
10. Was knowledgeable and prepared for class.
11. Motivated student interest and intellectual effort.
12. Encouraged students to ask questions and participate in class discussions.
13. Encouraged individual thinking and differences of opinion.
14. Used full class time effectively.
15. Maintained classroom atmosphere conducive to learning.
16. Spoke clearly.
17. Was accessible for individual conferences and office hours.
18. Demonstrated sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientations, and physical and mental disabilities.
19. Convened class regularly and on time.
20. I would recommend this instructor.

APPENDIX J2
STUDENT EVALUATION FORM: FOR CLASSROOM INSTRUCTION – PART B
Foothill-De Anza Community College District

YOUR WRITTEN RESPONSES WILL BE FORWARDED TO YOUR INSTRUCTOR AFTER THE END OF THE QUARTER

Instructor

_____

Course (department, number, time)

_____

PART B

Written Evaluation (please respond to the following):

1. What did you like about this course?

2. What did you dislike about this course?

3. What specific changes could improve this course?

4. Please make any additional comments or suggestions about this course and/or this instructor.

APPENDIX J2.1
STUDENT EVALUATION FORM: COUNSELING SESSIONS – PART A
(Articles 6 and 6A – Evaluation)
Foothill-De Anza Community College District

Counselor:

_____

Purpose of the Counseling Session:

_____

(For example: academic or career planning, transfer information, academic petition or problem, personal issues)

Type of Counseling Session: Drop-in Scheduled Appointment

How many times have you seen this counselor? One Two Three or More

One of the major responsibilities of the District is to promote high professional standards among its faculty. Please take the time to evaluate this counseling session for your counselor.

PART A

Evaluate both the session and the counselor by marking the appropriate letter on the scantron form. Please be thoughtful and candid in your responses. Please mark the answer sheet for each of the following statements:

a = Strongly Agree
b = Agree
c = Disagree
d = Strongly Disagree
e = No Opinion/Not Applicable

About the Counseling Session:

1. The session was helpful in accomplishing my immediate objective(s).
2. I received the information I needed.
3. Printed materials and handouts were appropriate and useful.
4. Information was thoroughly and clearly explained.
5. I was referred to other resources and services on or off-campus (if needed).
6. My questions were answered.
7. There was sufficient time to deal with my concerns.
8. The session will be valuable to me in completing my academic, career and/or personal goals.

About the Counselor:

9. Demonstrated a genuine desire to help me.
10. Was knowledgeable and prepared for the session.
11. Made me feel comfortable and welcome.
12. Helped me to consider options and examine my alternatives.
13. Encouraged me to ask questions and participate in the discussion.
14. Listened carefully to me.
15. Used the counseling time effectively.
16. Allowed adequate time to review printed materials.
17. Convened the session on time.
18. Demonstrated respect for individuality and sensitivity to diversity (including racial and ethnic backgrounds, sexual orientations, and physical and mental disabilities).
19. I feel assured that my discussions will kept confidential.
20. I would recommend this counselor.

APPENDIX J2.1
STUDENT EVALUATION FORM: FOR COUNSELING SESSIONS – PART B
Foothill-De Anza Community College District

YOUR WRITTEN RESPONSES WILL BE FORWARDED TO YOUR COUNSELOR AFTER THE END OF THE QUARTER

Counselor:

Purpose of the Counseling Session:

(For example: academic or career planning, transfer information, academic petition or problem, personal issues.)

PART B

Written Evaluation (please respond to the following):

1. What did you like about this counseling session?

2. What did you dislike about this counseling session?

3. What specific changes could improve the counseling session?

4. Please make any additional comments or suggestions about this counseling session and/or this counselor.

APPENDIX J2.2
STUDENT EVALUATION FORM: CHILD DEVELOPMENT TEACHERS – PART A
(Articles 6 and 6A – Evaluation)
Foothill-De Anza Community College District

CDC Teacher:

_____

Child's Class:

_____

How long has your child been enrolled in the program?
One quarter Two quarters Three or more quarters

One of the major responsibilities of the District is to promote high professional standards among its faculty. Please take the time to evaluate your child's class for his/her teacher.

PART A
Evaluate both the program and the educator/teacher by marking the appropriate letter on the scantron form. Please be thoughtful and candid in your responses.

Please mark the answer sheet for each of the following statements:

a = Strongly Agree
b = Agree
c = Disagree
d = Strongly Disagree
e = No Opinion/Not Applicable

About the Classroom and Curriculum:

1. The classroom is an attractive, comfortable, stimulating environment.
2. The facility and equipment are safe and clean.
3. The classroom atmosphere is warm, relaxed, and welcoming.
4. The curriculum offers interesting and varied experiences for my child.
5. Class activities and materials are appropriate to the age and ability of my child.
6. The daily schedule allows children the opportunity to make choices and decisions.
7. I feel welcome to participate in the classroom.
8. My child has benefited from this program.

About the CDC Teacher:

9. Demonstrates an enthusiasm for teaching young children.
10. Is knowledgeable and prepared.
11. Has patience and a positive attitude when teaching and guiding children.
12. Encourages children to participate in classroom activities.
13. Fosters children's self-reliance and self-esteem.
14. Develops a warm relationship with each child.
15. Communicates with me about my child and the program, through verbal comment and written information.
16. Is available to discuss my child.
17. Understands the stages and challenges of a child's development.

18. Demonstrates sensitivity in working with children of diverse racial, ethnic, cultural, and socioeconomic backgrounds.
19. Listens and responds to my concerns in an empathetic and constructive manner.
20. I would recommend this teacher.

APPENDIX J2.2
STUDENT EVALUATION FORM: CHILD DEVELOPMENT TEACHERS – PART B
Foothill-De Anza Community College District

YOUR WRITTEN RESPONSES WILL BE FORWARDED TO THE CHILD DEVELOPMENT TEACHER AFTER THE END OF THE QUARTER

CDC Teacher:

Child's class:

PART B

Written Evaluation (please respond to the following):

1. What do you like about the class your child attends?

2. What do you dislike about the class your child attends?

3. What specific changes could improve the class?

4. Please make any additional comments or suggestions about this class and/or this teacher.

APPENDIX J2.3
STUDENT EVALUATION FORM: FOR LIBRARY VISITS/SESSIONS - PART A

(Articles 6 and 6A – Evaluation)
Foothill-De Anza Community College District

Librarian:

_____

Purpose of the Library Visit/Session:

_____

(For example, orientation, how to do research on a topic, where/how to find information about a subject.)

Quarter/Year:_____ Type of Visit/Session: ÿ Drop-in ÿ Scheduled Class Session

How many times have you consulted a librarian on this campus?
Daily Weekly Monthly Once a quarter Never

One of the major responsibilities of the District is to promote high professional standards among its faculty. Please take the time to evaluate this library visit/session for your librarian.

PART A

Evaluate both the visit/session and the librarian by marking the appropriate letter on the scantron form. Please be thoughtful and candid in your responses. Please mark the answer sheet for each of the following questions:

a = Strongly Agree
b = Agree
c = Disagree
d = Strongly Disagree
e = No Opinion/Not Applicable

About the Library Visit/Session:

1. The visit/session helped me in accomplishing my immediate objective/s.
2. I received the information I needed.
3. Printed materials and handouts were appropriate and useful.
4. The information provided was clearly explained.
5. The visit/session helped me understand how to locate and use library resources.
6. My questions were answered.
7. There was sufficient time to address my library needs.
8. I was referred to other resources at other libraries and on the Internet (if needed).

About the Librarian:

9. Demonstrated a genuine desire to help me.
10. Was knowledgeable and prepared.
11. Motivated me to use the library and its resources in the future.
12. Encouraged me to ask questions and participate in the visit/session.
13. Encouraged me to think and consider options.
14. Used the time effectively.
15. Maintained a professional attitude conducive to learning.
16. Communicated clearly.
17. Listened carefully to me.
18. Demonstrated sensitivity in working with students of diverse racial and ethnic

backgrounds, sexual orientations, and physical and mental disabilities.

19. Helped me to narrow or broaden my topic (if necessary).
20. I would seek help from this librarian again.

APPENDIX J2.3
STUDENT EVALUATION FORM: FOR LIBRARY VISITS/SESSIONS - PART B
Foothill-De Anza Community College District

YOUR WRITTEN RESPONSES WILL BE FORWARDED TO THE LIBRARIAN AFTER THE END OF THE QUARTER

Librarian:

_____

Purpose of the Library Visit/Session:

_____
(For example, orientation, how to do research on a topic, where/how to find information about a subject.)

Quarter/Year

_____

PART B

Written Evaluation (please respond to the following):

1. What did you like about this library visit/session?

2. What did you dislike about this library visit/session?

3. What specific changes could improve this library experience?

4. Please make any additional comments or suggestions about this library visit and/or this librarian.

APPENDIX J2.4
STUDENT EVALUATION FORM
FOR SUPPLEMENTAL INSTRUCTION FACULTY– PART A

(Articles 6 and 6A – Evaluation)
Foothill-De Anza Community College District

Teacher:

How many times have you seen this instructor? ☐ One ☐ Two ☐ Three or More

One of the major responsibilities of the District is to promote high professional standards among its faculty. Please take the time to evaluate this supplemental instruction session for your instructor.

PART A

Evaluate both the session and the instructor by marking the appropriate letter on the scantron form. Please be thoughtful and candid in your responses.
Please mark the answer sheet for each of the following statements:

a = Strongly Agree
b = Agree
c = Disagree
d = Strongly Disagree

About the Supplemental Instruction Session:

1. The session was helpful in accomplishing my immediate objective(s).
2. I received enough assistance in order to continue with my assignment.
3. The session helped me understand the step-by-step process used in completing the assignment/problem.
4. Information was thoroughly and clearly explained.
5. The atmosphere was conducive to learning.
6. My questions were answered.
7. The time allotted was used effectively.
8. The session motivated me to return if I need additional help.

About the Instructor:

9. Demonstrated a genuine desire to help me.
10. Was knowledgeable and prepared for the session.
11. Made me feel comfortable and welcome.
12. Has patience and a positive attitude.
13. Encouraged me to ask questions and participate in the discussion.
14. Listened carefully to me.
15. Spoke clearly so that I could understand the assignment/problem and how to proceed.
16. Gave examples and explanations that were appropriate and useful.
17. Demonstrated knowledge of relevant technology (if appropriate).
18. Demonstrated respect for individuality and sensitivity to diversity (including racial and ethnic backgrounds, sexual orientations, and physical and mental abilities).
19. I feel that my questions and needs were respected.
20. I would recommend this instructor.

APPENDIX J2.4
STUDENT EVALUATION FORM
FOR SUPPLEMENTAL INSTRUCTION FACULTY– PART B
Foothill-De Anza Community College District

YOUR WRITTEN RESPONSES WILL BE FORWARDED TO YOUR INSTRUCTOR AFTER THE END OF THE QUARTER

Instructor:

Purpose of the Supplemental Instruction Session:

(For example: problem with an assignment, practice on a particular skill, clarification of directions on/goals of an assignment, etc.)

PART B

Written Evaluation (please respond to the following):

1. What did you like about this supplemental instruction session?

2. What did you dislike about this supplemental instruction session?

3. What specific changes could improve the supplemental instruction session?

4. Please make any additional comments or suggestions about this supplemental instruction session and/or this instructor.

APPENDIX J2W (ONLINE)
STUDENT EVALUATION FORM: FOR INSTRUCTIONAL FACULTY - PART A
(Articles 6 and 6A – Evaluation)
Foothill-De Anza Community College District

Instructor

_____

Course (department, number) _____

Quarter/Year_____

One of the major responsibilities of the District is to promote high teaching standards among its faculty. Please take the time to evaluate this course for your instructor.

PART A
Evaluate both the course and the instructor by marking the appropriate letter. Please be thoughtful and candid in your responses.

Please mark the answer sheet for each of the following questions:

a = Strongly Agree
b = Agree
c = Disagree
d = Strongly Disagree
e = No Opinion/Not Applicable

About the Course:
1. The course contributed to my general knowledge and education.
2. Text/s and other instructional materials were appropriate and useful.
3. Course objectives and grading policies were specifically stated in writing and clearly explained.
4. Amount and types of assigned course work were appropriate.
5. Course content was well organized.
6. Course activities were appropriate.
7. Tests were clearly written and related to subject matter.
8. Grading was fair and impartial.

About the Instructor:
9. Demonstrated an enthusiasm for the subject.
10. Was knowledgeable and prepared for online instruction.
11. Motivated student interest and intellectual effort.
12. Encouraged students to ask questions and participate in online learning activities.
13. Encouraged individual thinking and differences of opinion.
14. Provided effective online contributions and sites.
15. Maintained online course environment conducive to learning.
16. Communicated clearly.
17. Was accessible for individual communication.
18. Demonstrated sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientations, and physical and mental disabilities.
19. Provided course materials online regularly and on time.
20. I would recommend this instructor.

APPENDIX J2W (ONLINE)
STUDENT EVALUATION FORM: FOR INSTRUCTIONAL FACULTY – PART B
Foothill-De Anza Community College District

YOUR WRITTEN RESPONSES WILL BE FORWARDED TO YOUR INSTRUCTOR AFTER THE END OF THE QUARTER

Instructor

_____

Course (department, number)

_____

Quarter/Year_____

PART B

Written Evaluation (please respond to the following):

1. What did you like about this course?

2. What did you dislike about this course?

3. What specific changes could improve this course?

4. Please make any additional comments or suggestions about this course and/or this instructor.

APPENDIX J3
TABULATION OF STUDENT EVALUATIONS FORM
CLASSROOM INSTRUCTION – PART A

(Articles 6 and 6A - Evaluation)
Foothill-De Anza Community College District

FACULTY NAME: _____ QUARTER: _____

DEPARTMENT/PROG: _____ ACADEMIC YR: _____

CAMPUS LOCATION: Foothill De Anza Center (specify)_____

FACULTY STATUS: (check one) Full-time Part-time

If full-time, (check one) ____ Tenured ____ Contract (grant-funded/temporary replacement)
____ Probationary Phase I ____ Probationary Phase II ____ Probationary Phase III

If part-time, number of service credits in Division (per Article 7.9) _____

DUTIES: Instructor Counselor Librarian Other (specify)_____

COURSE/ACTIVITY: _____ DATE OF EVALUATION: _____

PREPARED BY: _____ CWID _____
(please print)

SIGNATURE: _____ DATE _____

---

a=Strongly Agree
b=Agree
c=Disagree
d=Strongly Disagree
e=No Opinion/Not Applicable

About the Course: (enter number of responses, not percent)

1. The course contributed to my general knowledge and education. a____ b____ c____ d____ e____
2. Text and other reading material were appropriate and useful. a____ b____ c____ d____ e____
3. Course objectives and grading policies were distributed and clearly explained. a____ b____ c____ d____ e____
4. Amount and types of assigned course work were appropriate.a____ b____ c____ d____ e____

5.	Course content was well organized.	a_____ b_____ c_____ d_____ e_____
6.	Class activities were appropriate.	a_____ b_____ c_____ d_____ e_____
7.	Tests were clearly written and related to subject matter.	a_____ b_____ c_____ d_____ e_____
8.	Grading was fair and impartial.	a_____ b_____ c_____ d_____ e_____

About the Instructor:

9.	Demonstrated an enthusiasm for the subject.	a_____ b_____ c_____ d_____ e_____
10.	Was knowledgeable and prepared for class.	a_____ b_____ c_____ d_____ e_____
11.	Motivated student interest and intellectual effort.	a_____ b_____ c_____ d_____ e_____
12	Encouraged students to ask questions and participate in discussions.	a_____ b_____ c_____ d_____ e_____
13.	Encouraged individual thinking and differences of opinion.	a_____ b_____ c_____ d_____ e_____
14.	Used full class time effectively.	a_____ b_____ c_____ d_____ e_____
15.	Maintained classroom atmosphere conducive to learning.	a_____ b_____ c_____ d_____ e_____
16.	Spoke clearly.	a_____ b_____ c_____ d_____ e_____
17.	Was accessible for individual conferences and office hours.	a_____ b_____ c_____ d_____ e_____
18.	Demonstrated sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientations, and physical and mental disabilities.	a_____ b_____ c_____ d_____ e_____
19.	Convened class regularly and on time.	a_____ b_____ c_____ d_____ e_____
20.	I would recommend this instructor.	a_____ b_____ c_____ d_____ e_____

Division Office Use Only

Evaluated Faculty Member CWID: _____Processed By: _____

APPENDIX J3.1
TABULATION OF STUDENT EVALUATIONS FORM
COUNSELING SESSIONS – PART A

(Articles 6 and 6A – Evaluation)
Foothill-De Anza Community College District

FACULTY NAME: _____ QUARTER: _____

DEPARTMENT/PROG: _____ ACADEMIC YR: _____

CAMPUS LOCATION: Foothill De Anza Center (specify)_____

FACULTY STATUS: (check one) Full-time Part-time

If full-time, (check one) Tenured □□ Contract (grant-funded/temporary replacement)
Probationary Phase I Probationary Phase II Probationary Phase III

If part-time, number of service credits in Division (per Article 7.9) _____

DUTIES: Instructor Counselor Librarian Other (specify)_____

COURSE/ACTIVITY: _____ DATE OF EVALUATION: _____

PREPARED BY: _____ CWID _____
(please print)

SIGNATURE: _____ DATE _____

---

a=Strongly Agree
b=Agree
c=Disagree
d=Strongly Disagree
e=No Opinion/Not Applicable

About the Course: (enter number of responses, not percent)

1. The session was helpful in accomplishing my immediate objective(s). a____ b____ c____ d____ e____
2. I received the information I needed. a____ b____ c____ d____ e____
3. Printed materials and handouts were appropriate and useful. a____ b____ c____ d____ e____

4. Information was thoroughly and clearly explained. a____ b____ c____ d____ e____

5. I was referred to other resources and services on or off-campus (if needed).
a____ b____ c____ d____ e____

6. My questions were answered. a____ b____ c____ d____ e____

7. There was sufficient time to deal with my concerns. a____ b____ c____ d____ e____

8. The session will be valuable to me in completing my academic, career, and/or personal goals. a____ b____ c____ d____ e____

About the Instructor:

9. Demonstrated a genuine desire to help me. a____ b____ c____ d____ e____

10. Was knowledgeable and prepared for the session. a____ b____ c____ d____ e____

11. Made me feel comfortable and welcome. a____ b____ c____ d____ e____

12 Helped me to consider options and examine my alternatives. a____ b____ c____ d____ e____

13. Encouraged me to ask questions and participate in the discussion. a____ b____ c____ d____ e____

14. Listened carefully to me. a____ b____ c____ d____ e____

15. Used the counseling time effectively. a____ b____ c____ d____ e____

16. Allowed adequate time to review printed materials. a____ b____ c____ d____ e____

17. Convened the session on time. a____ b____ c____ d____ e____

18. Demonstrated respect for individuality and sensitivity to diversity (including racial and ethnic backgrounds, sexual orientations, and physical and mental disabilities). a____ b____ c____ d____ e____

19. I feel assured that my discussions will be kept confidential. a____ b____ c____ d____ e____

20. I would recommend this counselor. a____ b____ c____ d____ e____

Division Office Use Only

Evaluated Faculty Member CWID: _____ Processed By: _____

APPENDIX J3.2
TABULATION OF STUDENT EVALUATIONS FORM
CHILD DEVELOPMENT TEACHERS – PART A

(Articles 6 and 6A – Evaluation)
Foothill-De Anza Community College District

FACULTY NAME: _____ QUARTER: _____

DEPARTMENT/PROG: _____ ACADEMIC YR: _____

CAMPUS LOCATION: Foothill De Anza Center (specify)_____

FACULTY STATUS: (check one) Full-time Part-time

If full-time, (check one) Tenured □□ Contract (grant-funded/temporary replacement)
Probationary Phase I Probationary Phase II Probationary Phase III

If part-time, number of service credits in Division (per Article 7.9) _____

DUTIES: Instructor Counselor Librarian Other (specify)_____

COURSE/ACTIVITY: _____ DATE OF EVALUATION: _____

PREPARED BY: _____ CWID _____
(please print)

SIGNATURE: _____ DATE _____

---

a=Strongly Agree
b=Agree
c=Disagree
d=Strongly Disagree
e=No Opinion/Not Applicable

About the Classroom and Curriculum: (enter number of responses, not percent)

1. The classroom is an attractive, comfortable, stimulating environment. a____ b____ c____ d____ e____
2. The facility and equipment are safe and clean. a____ b____ c____ d____ e____
3. The classroom atmosphere is warm, relaxed, and welcoming. a____ b____ c____ d____ e____
4. The curriculum offers interesting and varied experiences for my child. a____ b____ c____ d____ e____

5. Class activities and materials are appropriate to the age and ability of my child. a____ b____ c____ d____ e____

6. The daily schedule allows children the opportunity to make choices and decisions. a____ b____ c____ d____ e____

7. I feel welcome to participate in the classroom. a____ b____ c____ d____ e____

8. My child has benefited from this program. a____ b____ c____ d____ e____

About the CDC Teacher:

9. Demonstrates an enthusiasm for teaching young children. a____ b____ c____ d____ e____

10. Is knowledgeable and prepared. a____ b____ c____ d____ e____

11. Has patience and a positive attitude when teaching and guiding children. a____ b____ c____ d____ e____

12. Encourages children to participate in classroom activities. a____ b____ c____ d____ e____

13. Fosters children's self-reliance and self-esteem. a____ b____ c____ d____ e____

14. Develops a warm relationship with each child. a____ b____ c____ d____ e____

15. Communicates with me about my child and the program, through verbal comment or written information. a____ b____ c____ d____ e____

16. Is available to discuss my child. a____ b____ c____ d____ e____

17. Understands the stages and challenges of a child's development. a____ b____ c____ d____ e____

18. Demonstrates sensitivity in working with children of diverse racial, ethnic, cultural, and socioeconomic backgrounds. a____ b____ c____ d____ e____

19. Listens and responds to my concerns in an empathetic and constructive manner. a____ b____ c____ d____ e____

20. I would recommend this teacher. a____ b____ c____ d____ e____

Division Office Use Only

Evaluated Faculty Member CWID: _____Processed By: _____

APPENDIX J3.3
TABULATION OF STUDENT EVALUATIONS FORM
LIBRARIANS – PART A
(Articles 6 and 6A – Evaluation)
Foothill-De Anza Community College District

FACULTY NAME: _____ QUARTER: _____

DEPARTMENT/PROG: _____ ACADEMIC YR: _____

CAMPUS LOCATION: Foothill De Anza Center (specify)_____

FACULTY STATUS: (check one) Full-time Part-time

If full-time, (check one) Tenured Contract (grant-funded/temporary replacement)
Probationary Phase I Probationary Phase II Probationary Phase III

If part-time, number of service credits in Division (per Article 7.9) _____

DUTIES: Instructor Counselor Librarian Other (specify)_____

COURSE/ACTIVITY: _____ DATE OF EVALUATION: _____

PREPARED BY: _____ CWID _____
(please print)

SIGNATURE: _____ DATE _____

---

a=Strongly Agree
b=Agree
c=Disagree
d=Strongly Disagree
e=No Opinion/Not Applicable

About the Library Visit/Session: (enter number of responses, not percent)

1. The visit/session helped me in accomplishing my immediate objective/s. a_____ b_____ c_____ d_____ e_____
2. I received the information I needed. a_____ b_____ c_____ d_____ e_____
3. Printed materials and handouts were appropriate and useful. a_____ b_____ c_____ d_____ e_____
4. The information provided was clearly explained. a_____ b_____ c_____ d_____ e_____
5. The visit/session helped me understand how to locate and use library resources. a_____ b_____ c_____ d_____ e_____

6. My questions were answered. a_____ b_____ c_____ d_____ e_____

7. There was sufficient time to address my library needs. a_____ b_____ c_____ d_____ e_____

8. I was referred to other resources at other libraries and on the Internet (if needed). a_____ b_____ c_____ d_____ e_____

About the Librarian:

9. Demonstrated a genuine desire to help me. a_____ b_____ c_____ d_____ e_____

10. Was knowledgeable and prepared. a_____ b_____ c_____ d_____ e_____

11. Motivated me to use the library and its resources in the future. a_____ b_____ c_____ d_____ e_____

12. Encouraged me to ask questions and participate in the visit/session. a_____ b_____ c_____ d_____ e_____

13. Encouraged me to think and consider options. a_____ b_____ c_____ d_____ e_____

14. Used the time effectively. a_____ b_____ c_____ d_____ e_____

15. Maintained a professional attitude conducive to learning. a_____ b_____ c_____ d_____ e_____

16. Communicated clearly. a_____ b_____ c_____ d_____ e_____

17. Listened carefully to me. a_____ b_____ c_____ d_____ e_____

18. Demonstrated sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientations, and physical and mental disabilities. a_____ b_____ c_____ d_____ e_____

19. Helped me to narrow or broaden my topic (if necessary). a_____ b_____ c_____ d_____ e_____

20. I would seek help from this librarian again. a_____ b_____ c_____ d_____ e_____

Division Office Use Only

Evaluated Faculty Member CWID: _____Processed By:

_____

APPENDIX J3.4
TABULATION OF STUDENT EVALUATIONS FORM
Supplemental Instruction FACULTY – PART A
(Articles 6 and 6A – Evaluation)

Foothill-De Anza Community College District

FACULTY NAME: _____ QUARTER: _____

DEPARTMENT/PROG: _____ ACADEMIC YR: _____

CAMPUS LOCATION: Foothill De Anza Center (specify)_____

FACULTY STATUS: (check one) Full-time Part-time

If full-time, (check one) Tenured Contract (grant-funded/temporary replacement)
Probationary Phase I Probationary Phase II Probationary Phase III

If part-time, number of service credits in Division (per Article 7.9) _____

DUTIES: Instructor Counselor Librarian Other (specify)_____

COURSE/ACTIVITY: _____ DATE OF EVALUATION: _____

PREPARED BY: _____ CWID _____
(please print)

SIGNATURE: _____ DATE _____

---

a=Strongly Agree
b=Agree
c=Disagree
d=Strongly Disagree
e=No Opinion/Not Applicable

About the Supplemental Instruction Session: (enter number of responses, not percent)

1. The session was helpful in accomplishing my immediate objective/s. a_____ b_____ c_____ d_____ e_____

2. I received enough assistance in order to continue my assignment. a_____ b_____ c_____ d_____ e_____

3. The session helped me understand the step-by-step process used in completing the assignment/problem. a_____ b_____ c_____ d_____ e_____

4. Information was thoroughly and clearly explained. a_____ b_____ c_____ d_____ e_____

5. The atmosphere was conducive to learning. a_____ b_____ c_____ d_____ e_____

6. My questions were answered. a_____ b_____ c_____ d_____ e_____

7. The time allotted was used effectively. a_____ b_____ c_____ d_____ e_____

8. The session motivated me to return if I need additional help. a_____ b_____ c_____ d_____ e_____

About the Instructor:

9. Demonstrated a genuine desire to help me. a_____ b_____ c_____ d_____ e_____

10. Was knowledgeable and prepared for the session. a_____ b_____ c_____ d_____ e_____

11. Made me feel comfortable and welcome. a_____ b_____ c_____ d_____ e_____

12. Has patience and a positive attitude. a_____ b_____ c_____ d_____ e_____

13. Encouraged me to ask questions and participate in the discussion. a_____ b_____ c_____ d_____ e_____

14. Listened carefully to me. a_____ b_____ c_____ d_____ e_____

15. Spoke clearly so that I could understand the assignment/ problem and how to proceed. a_____ b_____ c_____ d_____ e_____

16. Gave examples and explanations that were appropriate and useful. a_____ b_____ c_____ d_____ e_____

17. Demonstrated knowledge of relevant technology (if appropriate). a_____ b_____ c_____ d_____ e_____

18. Demonstrated respect for individuality and sensitivity to diversity (including racial and ethnic backgrounds, sexual orientations, and physical and mental abilities. a_____ b_____ c_____ d_____ e_____

19. I feel that my questions and needs were respected. a_____ b_____ c_____ d_____ e_____

20. I would recommend this instructor. a_____ b_____ c_____ d_____ e_____

Division Office Use Only
Evaluated Faculty Member CWID: _____Processed By:
_____

APPENDIX J3W
TABULATION OF STUDENT EVALUATIONS FORM
ONLINE INSTRUCTIONAL FACULTY – PART A

(Articles 6 and 6A – Evaluation)
Foothill-De Anza Community College District

Instructor:_____ Course:_____

Prepared by:_____ Date of Evaluation:_____

Signature:_____

a=Strongly Agree
b=Agree
c=Disagree
d=Strongly Disagree
e=No Opinion/Not Applicable

About the Course: (enter number of responses, not percent)

1. The course contributed to my general knowledge and education. a_____ b_____ c_____ d_____ e_____
2. Text/s and other instructional materials were appropriate and useful. a_____ b_____ c_____ d_____ e_____
3. Course objectives and grading policies were specifically stated in writing and clearly explained. a_____ b_____ c_____ d_____ e_____
4. Amount and types of assigned course work were appropriate. a_____ b_____ c_____ d_____ e_____
5. Course content was well organized. a_____ b_____ c_____ d_____ e_____
6. Course activities were appropriate. a_____ b_____ c_____ d_____ e_____
7. Tests were clearly written and related to subject matter. a_____ b_____ c_____ d_____ e_____
8. Grading was fair and impartial. a_____ b_____ c_____ d_____ e_____

About the Instructor:

9. Demonstrated an enthusiasm for the subject. a_____ b_____ c_____ d_____ e_____
10. Was knowledgeable and prepared for online instruction. a_____ b_____ c_____ d_____ e_____
11. Motivated student interest and intellectual effort. a_____ b_____ c_____ d_____ e_____
12. Encouraged students to ask questions and participate in online learning activities. a_____ b_____ c_____ d_____ e_____

13. Encouraged individual thinking and differences of opinion. a_____ b_____ c_____ d_____ e_____

14. Provided effective online contributions and sites. a_____ b_____ c_____ d_____ e_____

15. Maintained online course environment conducive to learning. a_____ b_____ c_____ d_____ e_____

16. Communicated clearly. a_____ b_____ c_____ d_____ e_____

17. Was accessible for individual communication. a_____ b_____ c_____ d_____ e_____

18. Demonstrated sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientations, and physical and mental disabilities. a_____ b_____ c_____ d_____ e_____

19. Provided course materials online regularly and on time. a_____ b_____ c_____ d_____ e_____

20. I would recommend this instructor. a_____ b_____ c_____ d_____ e_____

Division Office Use Only

Evaluated Faculty Member CWID: _____Processed By: _____

Appendix K

Paid Benefits for Part-Time Faculty
(SAMPLE AFFIDAVIT)

APPENDIX K
PAID BENEFITS FOR PART-TIME FACULTY
(Article 22A – Paid Benefits for Part-time Faculty)
Foothill – De Anza Community College District

SAMPLE Affidavit for Enrollment and Authorization for Payroll Deductions
(Obtained electronically via the online benefits enrollment system)

Affidavit Statement

I hereby declare under penalty of perjury under the laws of the State of California that:

1. I have no other access to medical insurance, as a primary insured or a dependent, where all or part of the premium or cash in lieu of participation is paid through some other source. I understand this excludes Medicare and other California community college districts where my cost of participation is higher than my cost of participation for a comparable district plan; and
2. Except for Medicare, I do not and will not have dual coverage during the plan year of participation.

Payroll Authorization

I hereby authorize Foothill-De Anza Community College District to collect my monthly contribution applicable for the coverage I have elected. I understand and agree that for the Benefits Plan Year (January - December), my contributions will be payable each month via regular payroll periods as pre-tax deductions.

I further understand and agree that:

- In the event my required employee contribution exceeds compensation in any regular pay period, or I am not in pay status for any month in which a contribution payment is due, I will submit a post–tax payment for my employee contribution directly to the District Office of Accounts Receivable or to the applicable CalPERS plan carrier, as determined by the district and CalPERS health plan administrator in accordance with plan provision.
- Such payment must be made on or before the due date for which the contribution is applicable.
- If I elect COBRA coverage for the months during which I have no assignment or I am in non-paid status, I must complete paperwork with the District Benefits Office upon my return to paid status in order to resume coverage as an active employee.
- My employee contribution for my selected health care plan remains in effect unless I terminate employment, retire, or change my election as permitted under the plan (e.g. due to a change in family status or during a special enrollment period).

Appendix L

Paid Benefits: Qualified Domestic Partners

Appendix L1: Information Sheet

Appendix L2: Eligibility Criteria

APPENDIX L1
QUALIFIED DOMESTIC PARTNER: INFORMATION SHEET
(Articles 22, 22A, and 23 – Paid Benefits)
Foothill-De Anza Community College District

Effective July 1, 1993, Domestic Partner Benefits were available to the bona fide domestic partner aged 18 years or older of an unmarried District employee. Such benefits were available only to domestic partners who were not legally allowed to marry in the state in which they resided. However, given the U.S. Supreme Court decision dated June 26, 2015, which legalized same sex marriage in all 50 states, this criteria is no longer relevant and only legally married spouses of District employees may be covered. Notwithstanding this criteria, Domestic Partners who, prior to the effective date of the U.S. Supreme Court's decision, met the district's criteria for domestic partnership as described below, and who had on file with the District's benefit office an affidavit of domestic partnership or a notarized copy of the State's Declaration of Domestic Partnership shall continue to be covered as a Domestic Partner for purposes of benefits coverage. This eligibility shall continue as long as the Domestic Partnership continues to meet the criteria as such. Any interruption in Domestic Partnership or a break in service of the District employee shall result in termination of eligibility to be covered as a Domestic Partner under this exception.

Benefits coverage under qualified domestic partner status is also provided for qualified dependents of the non-employee domestic partner.

These benefits consist of medical, prescription drug, dental, and vision.

Additional information regarding eligibility criteria may be obtained by contacting the Benefits Office.

Both the employee and the domestic partner shall have attested to certain facts prior to the effective date of the U.S. Supreme Court decision by:

a) Completing and signing the Affidavit (a part of this Appendix), which includes an Affidavit of mutual responsibility. This Affidavit may have potential legal implications under California law, which has recognized that non marital cohabiting couples may privately contract with respect to the financial obligations of their relationship. If you have questions regarding the potential legal effects of signing the Domestic Partnership Affidavit, you should consult an attorney.

OR,

b) Providing a copy of the completed, signed, and notarized State document, "Declaration of Domestic Partnership" (SEC/STATE NP/SF DP-1).

Domestic partner benefits under this exception are most likely taxable income unless the domestic partner is deemed to be a dependent under Internal Revenue Code section 152. Further, a domestic partner most likely does not have many federal rights involving benefits that spouses possess under ERISA, COBRA and the IRC. Again, an attorney should be consulted if you have any questions.

The District may, at its discretion, require supportive documentation satisfactory to the District concerning the eligibility criteria and assertions contained in the Affidavit.
The Administrator of any benefit plan at issue will be the sole and final judge of whether a domestic partner is qualified for benefits.

APPENDIX L2
ELIGIBILITY CRITERIA FOR QUALIFIED DOMESTIC PARTNER BENEFITS

(Articles 22, 22A, and 23 – Paid Benefits)
Foothill–De Anza Community College District

I. DEFINITIONS

Qualified Domestic Partnership. Qualified domestic partners are two persons, each aged 18 or older, who are not married to each other or any other person, who have chosen to live together in a committed relationship, who, 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 who have agreed to be jointly responsible for living expenses incurred during the domestic partnership. Qualified domestic partners are those who filed an Affidavit of Domestic Partnership with the District Benefits Office prior to June 26, 2015

- Live Together. "Live together" means that two people share the same living quarters. Each partner shall have the legal right, documented in writing, to possess the living quarters.

- Living Expenses. "Responsible for living expenses" means that the partners are jointly responsible for the common welfare and financial obligations of each other, which are incurred during the domestic partnership.

II. ELIGIBILITY AND ENROLLMENT CRITERIA

A. In order to enroll for coverage of the domestic partner, the employee and their domestic partner shall have completed, signed under penalty of perjury, and filed with the District an affidavit attesting to their meeting eligibility requirements, as provided below, prior to June 26, 2015.

B. In order to have been eligible for domestic partner coverage, the following criteria must have been met:

1. The benefit shall be one for which the employee's spouse would be eligible, if the employee were married.

2. The employee and the non-employee shall be domestic partners according to the definition in Section I above.

3. Both members of the domestic partnership shall have reached the age of 18 and be mentally competent to consent to contract.

4. The employee and non-employee shall be each other's sole domestic partner.

5. Neither member of the domestic partnership may be married.

6. Neither member of the domestic partnership may have had another domestic partner within the previous six months, unless that domestic partnership terminated by death.

7. Neither of the partners is related to the other by blood as would prevent them from marrying under California law (i.e., parent,

child, sibling, half-sibling, grandparent, grandchild, niece, nephew, aunt, uncle).

8. The domestic partners shall share the same principal place of residence and intend to do so indefinitely. They shall disclose the address of that residence.

9. The domestic partners shall agree that they both are jointly responsible for the common welfare and financial obligations of each other, which are incurred during the domestic partnership. The partners' practice need not be to contribute equally to the cost of the living expenses as long as they agree that both are responsible for the total cost.

10. The domestic partners shall intend that the circumstances, which render them eligible for enrollment will remain so indefinitely.

11. The domestic partners shall acknowledge that they understand and agree that the employee domestic partner may make health plan and other benefit elections on behalf of the non-employee domestic partners.

12. The domestic partners shall acknowledge that the District may require supportive documentation satisfactory to the District concerning any and all eligibility criteria. Such documentation may include but not be limited to: a deed showing joint ownership of property, a lease stating both partners' names as lessees, a joint bank account, or other similar documentation.

13. The domestic partners shall acknowledge that they understand that in addition to the eligibility requirements of the District for domestic partner coverage, there are terms and conditions and limitations of coverage set forth in the offered benefit plans themselves. The domestic partners must agree that by executing the affidavit, each agrees to be bound by the terms and conditions of coverage of the plans.

14. The employee shall acknowledge that they understand that under applicable federal and state tax law, District-provided benefits coverage of the non-employee domestic partner could result in imputed taxable income to the employee, subject to income tax withholding and applicable payroll taxes.

15. The domestic partners shall agree to notify the District within 30 days if there is any change of circumstances attested to in their affidavit. The notice is to be in the form of an amendment of their affidavit. The non-employee domestic partner must agree that the employee domestic partner may terminate the domestic partner benefits unilaterally, at any time, irrespective of the view of the non-employee. If the employee executes such an option, that employee shall notify the non-employee domestic partner as soon as possible that their benefits have been terminated and it shall be sole responsibility of that employee to make such notification.

16. The domestic partners shall acknowledge that they understand that, if either has made a false statement regarding their qualification as a domestic partner or has failed to comply with the terms of the affidavit, the District shall have the absolute right to terminate any and all of the domestic partner's benefits in accordance with the eligibility procedures specified in the health benefits plan. Additionally, if the District suffers any loss thereby, the District may bring a civil action against either or both of the domestic partners to recover its losses, including reasonable attorney's fees and court costs.

17. The domestic partners shall acknowledge that the District Administrator of any benefit plan at issue will be the sole and final judge of whether a domestic partner is qualified for benefits.

Appendix M

Agency Education Form

APPENDIX M
AGENCY EDUCATION FORM
(Article 37 – Contract Education)
Foothill-De Anza Community College District

Name of Contracting Agency _____ Contract year 20____/20____

Agency Contact Person:_____ Phone # _____

Responsible Administrator: _____ _____

Supervising Instructor: _____ Ext. _____

Program Title: _____ Date of Implementation:_____

Dollar Amount of Contract: _____

Is the Contract Scheduled for Board Approval? Yes_____No_____ Proposed Date:_____

Facilities

Are facilities available on campus to support this program? Yes_____No_____

If yes, why are they not being used for this program? (i.e., Are facilities available but they are currently
being fully utilized?)

_____

_____

_____

_____

_____

_____

If no, are specialized facilities required? Please describe:

_____

_____

_____

_____

_____

_____

Faculty

Are there full-time faculty or part-time faculty with re-employment preference who are available and qualified to support this contract?

Yes_____No_____

Name(s) of Division Dean(s) contacted:

_____

Explain:

_____

_____

_____

_____

_____

What are the names of the faculty that are being provided by the agency to support this contract, and does the faculty member meet minimum qualifications for the discipline?

Faculty Name(s)_____Highest Degree Held:_____Min Quals._____Equiv._____

Faculty Name(s)_____Highest Degree Held:_____Min Quals._____Equiv._____

Faculty Name(s)_____Highest Degree Held:_____Min Quals._____Equiv._____

Faculty Name(s)_____Highest Degree Held:_____Min Quals._____Equiv._____

Faculty Name(s)_____Highest Degree Held:_____Min Quals._____Equiv._____

Comments:

_____

_____

_____

_____

Curriculum

List the courses being offered under this contract:

_____

_____

_____

Have these courses been approved by the standard campus approval process?

Yes_____ No_____ Date: _____

Have these courses/programs been reviewed by division/department faculty?

Yes _____ No _____

How is the course being publicized to allow for open enrollment?

_____

_____

_____

_____

Support Services/Materials

What support services/materials are required to offer this course/program?

_____

_____

_____

_____

Are these support services/materials available in the District? Explain.

_____

_____

_____

_____

_____

Conclusion

Which of the above criteria or additional criteria support the necessity/advisability of offering this program
through Agency Education Contracts?

_____

_____

_____

_____

_____

Please complete this form and attach a copy of the contract, course syllabus, curriculum sheets and other information that would provide helpful information in any of the above areas.

Signature of Person
Completing Form _____Ext._____Date_____

Appendix N

Appendix N1: Notice of Grievance

Appendix N2: Grievance Flowchart

APPENDIX N1
NOTICE OF GRIEVANCE
(Article 5 – Grievance Procedure)
Foothill-De Anza Community College District

Name: _____ CWID: _____

Address: _____ Work #: _____

_____ Home #: _____

College: _____

Full-Time Employee _____ Part-Time Employee _____

1. Specific provisions of the *Agreement* alleged to have been violated, misinterpreted, or misapplied:

2. Circumstance or action that resulted in the alleged violation, misinterpretation, or misapplication:

3. Date the action or circumstance occurred:

   Date of discovery of that action or circumstance:

   Campus or satellite center at which the action or circumstance occurred:

4. Remedy/remedies sought:

5. Representative if other than self: _____

   _____

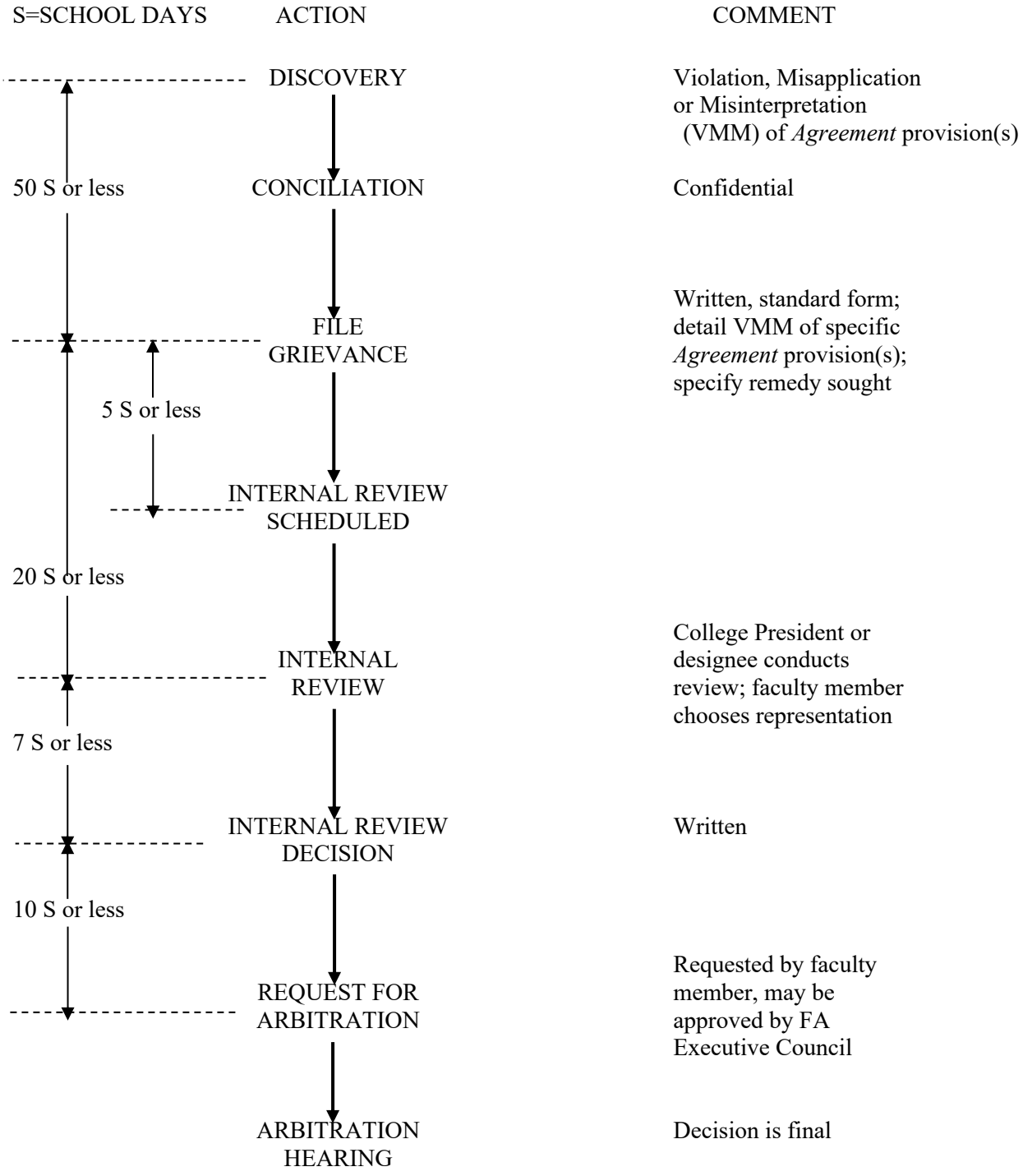
   Address: _____ Phone: _____

Date: _____ Signature: _____

Additional information or documents deemed relevant may be attached to this form.

Please note that this form must be received by the District Office of Human Resources, with copies to the Faculty Association and your college President, within 50 school days after you discovered or reasonably could have discovered the circumstance or action giving rise to the grievance. If you have any questions about the grievance procedures, you may call the Faculty Association or the Vice Chancellor of Human Resources.

APPENDIX N2
GRIEVANCE FLOWCHART
(Article 5 – Grievance Procedure)
Foothill-De Anza Community College District



Appendix O

Professional Growth Activities Recording Forms

Appendix O1: *Credit Coursework*

Appendix O2: *Conference, Workshop, Non-Credit Courses, Online Course Development/Conversion*

Appendix O3: *Professional Activities and Projects*

APPENDIX O1
RECORDING FORM for Column Advancement: CREDIT COURSEWORK
(Appendices A, B, B.1, C, C.1, E, G)
Foothill-De Anza Community College District

Use this form to file CREDIT COURSE WORK at an accredited college or university.

Faculty Member's Name: _____ **CWID#**:_____

Academic Year: 20____- 20____. Use a separate form for each academic year.

Please note:
- Upper division and graduate coursework *does not require* Division Dean approval.
- Lower division course work *requires* Division Dean approval. Prior approval advised.
- Each course must be documented with an *official transcript*. No photocopies or grade reports.

- ***Regular and contract faculty must file this form with the Campus Personnel Office by*** **September 15** for Column Change (see Appendix A or B). To apply for a column change, file the official request form (available at the Campus Personnel Office) by June 30. Submit the completed Appendix O form(s) with appropriate documentation by September 15.
- ***Part-time faculty filing for Column Change (see Appendices B.1, C, E, G) must*** 1) file this form with the appropriate administrator at least **one month prior** to the beginning of an academic quarter; and, 2) submit documentation to the Campus Personnel Office **prior to the start of the quarter**.

College/University and Title of Course (attach transcripts in the order of your list)	Course Dates	Units Qtr.	Units Sem.	Transcript Attached

Total Units: _____ _____

Faculty Member's Signature _____ Date _____

Dean's Signature _____ Date _____

Number of units recorded _____ Recorded by _____ Date

FOR OFFICIAL USE ONLY

A copy of this form is available online at http://hr.fhda.edu/personnel/faculty OR http://fa.fhda.edu/agreement.htm
Revised 1/2011
A copy of this form is available online at https://hr.fhda.edu/_forms.html
Revised 2025

APPENDIX O2
RECORDING FORM for Column Advancement: CONFERENCE, WORKSHOP, and NON-CREDIT COURSES
(Appendices A, B, B.1, C, C.1, E, G)
Foothill-De Anza Community College District

Use this form to file participation in or attendance at CONFERENCES, WORKSHOPS, NON-CREDIT COURSES, and ONLINE COURSE DEVELOPMENT OR CONVERSION.

Faculty Member's Name: _____ **CWID#**: _____

Academic Year: 20____- 20____. Use a separate form for each academic year.

Please note:
- Each activity requires Division Dean approval. Prior approval is advised.
- Each activity requires documentation (conference brochure, agenda, etc.).
- Eighteen (18) hours of activity in conferences, workshops, and non-credit courses equals one quarter unit. Normally, a full conference day is credited as six (6) hours unless otherwise documented. Conference presenters receive two (2) additional hours preparation for each hour of presentation. Credit for online course development or conversion granted in accordance with college practice.

- ***Regular and contract faculty must file this form with the Campus Personnel Office by*** **September 15** for **Column Change** (see Appendix A or B). To apply for a column change, file the official request form (available at the Campus Personnel Office) by June 30. Submit the completed Appendix O form(s) with appropriate documentation by September 15.
- ***Part-time faculty filing for Column Change (see Appendices B.1, C, C.1 E, G) must*** 1) file this form with the appropriate administrator at least **one month prior** to the beginning of an academic quarter; and, 2) submit documentation to the Campus Personnel Office **prior to the start of the quarter**.

Title Conference, Workshop, Non-Credit Course (attach documentation in the order of your list)	Activity Dates	Hours	Documentation Attached
Online Course Developed or Converted			

Total Hours _____

Faculty Member's Signature _____ Date _____

Dean's Signature _____ Date _____

Number of units recorded _____ Recorded by _____ Date

FOR OFFICIAL USE ONLY

A copy of this form is available online at https://hr.fhda.edu/_forms.html
Revised 2025

APPENDIX O3
PGA RECORDING FORM for Column Advancement: PROFESSIONAL ACTIVITIES and PROJECTS
(Appendices A, B, C.1)
Foothill-De Anza Community College District

Use this form to file PROFESSIONAL ACTIVITIES and PROJECTS

Faculty Member's Name: _____ **CWID#**: _____

Academic Year: 20____-20____. Use a separate form for each academic year.

Please note:
- Each activity/project *requires* Division Dean approval. Faculty are advised to obtain approval prior to beginning the activity or project.
- Briefly summarize each professional activity. Hours of activity can be included on this form, but unit equivalents are determined by the PGA Committee at Foothill or the Dean of Academic Services at De Anza in accordance with past practice on the campus.

- ***The faculty member must file this form with the Campus Personnel Office by***
  - **September 15** for Column Change (see Appendix A or B). To apply for a column change, file the official request form (available at the Campus Personnel Office) by June 30. Submit the completed Appendix O form(s) with appropriate documentation by September 15.

Annual filing is recommended.

Title of Professional Activity/Project (attach documentation/descriptions in the order of your list)	Activity Dates	Hours	Documentation Attached

Faculty Member's Signature _____ Date _____

Dean's Signature _____ Date _____

FOR OFFICIAL USE ONLY

Number of units recorded _____ Recorded by _____ Date

A copy of this form is available online at http://hr.fhda.edu/_forms.html
Revised 2023

Additional Information:

1. *What kinds of activities and projects are applicable to this category (Appendix A, Section 1.3; Appendix B Section 1.3; or Article 38.4.3) of professional growth activities? And, how are units assigned in this category?*
   Unit equivalents are determined by the PGA Committee at Foothill or De Anza in accordance with past practice on each campus. Hours expended do not determine the number of units granted. The following is meant as a general indicator of units granted in the past; the list is neither binding nor exhaustive, nor should it be considered as a guarantee of units that will be awarded. Publication of a major article in a professional journal: 1-3 quarter units, depending on the scope of the article. Publication of a textbook: a maximum of 6 quarter units depending on the scope of the work. A major artistic production or performance: 1 unit depending on the scope of the work. Many other activities can be considered, including but not limited to authoring workbooks, revision of textbooks, judging statewide or national competition in a discipline area, etc. Each activity will be weighed in relationship to past practice on the campus in granting units for the kind of activity submitted.

Appendix P

Professional Development Leave

Appendix P1: *Application Form*

Appendix P2: *Request for Change*

Appendix P3: *Leave Report*

Appendix P4: *Eligibility and Return of Service*

APPENDIX P1
APPLICATION FOR PROFESSIONAL DEVELOPMENT LEAVE
(Article 17 – Professional Development Leave)
Foothill-De Anza Community College District

It is the faculty member's responsibility to submit (electronically or in person) this application to the District Office of Human Resources, no later than 4:30 p.m. October 20. Applications received on or before October 20 will be forwarded to the Professional Development Leave Committee for review and recommendation to the Board of Trustees. For details see Article 17 of the *Agreement* between the District and the Faculty Association.

(Please type or print clearly)

Name:_____ **CWID: _____ Extension:**_____

Date of first employment as a contract faculty employee:_____ Date of most recent Professional Development Leave:_____

Discipline or Service Area:_____ Campus: ____FH ____ DA

Length of leave requested:_____ one quarter_____ two quarters_____ three quarters
(See Section 17.2 of Article 17)

Quarters requested: _____ _____ _____
Quarter/Year Quarter/Year Quarter/Year

NOTE:

I agree to render a period of service in the employ of the District following my return from this leave that is equal to at least twice the period of the leave as specified in Article 17.7 of the *Agreement* between the Board of Trustees and the Faculty Association and Education Code Section 87770.

If I decide to change my plan of study, research, or travel as described in this leave application, I will submit a Request for Change in Plan form (Appendix P2) to the District Office of Human Resources for review by the Professional Development Leave Committee as soon as possible but no later than the end of the second week of the quarter or, where verifiable extenuating circumstances exist, at the earliest date possible. [Article 17.16]

I further agree to submit to the District Office of Human Resources for review by the Professional Development Leave Committee within thirty days following my return from this completed leave a Leave Report (Appendix P3) that identifies the manner in which I accomplished the objectives of this leave and planned activities as described in this application or any approved revisions. [Article 17.17]

Date: _____ Signature:_____
This application must be accompanied by a comment from your Division Dean or supervisor as specified in Article 17.11. See section VI below.

NOTE: Questions about completing this application may be directed to members of the Professional Development Leave Committee

THIS TEAR SHEET IS FOR
DISTRICT OFFICE OF HUMAN RESOURCES USE ONLY

TEAR SHEET for Hard Copy Submission
(To be returned to applicant as validation
that this application was received)

This is to confirm that a Professional Development Leave Application was received in the District Office of Human Resources from the faculty member listed below.

Name_____ Campus_____

Department_____ Date Received_____

Received by_____
Signature of the District Office of Human Resources Staff Member

If submitting electronically, email verification serves as a tear sheet.

I. Objectives of Leave:

Please list specific objectives that demonstrate that the leave will enhance your job performance and professional growth. [Article 17.10.1] An objective is a broad statement of the goal/s for the leave. For example, …*Research the effectiveness of .....Improve student outcomes in the area of....Study a new discipline….Increase my understanding of .....Expand knowledge in ....Create new material in .....*

II. Planned Activities and Their Verification for Each Quarter of Leave Requested

Fill in one table for each quarter of leave requested. Each row should contain a single activity. Feel free to add as many rows in each table as needed. The following is a description of what should be included in each column of the table:

- A description of each planned activity. This column could include a specific course you plan to take, your travel plan, a description of a planned publication, a description of a project you will complete, etc.
- The detail describing the activity. Each activity should include detail specifics such as length of a publication, number of books to be read, number and names of locations to be visited, number of course units to be completed along with the course list and educational institutions, number of hours working on a joint project, number of hours working with another organization, etc.
- The method you will use to verify successful completion of each activity in your PDL report. For example, verification might include official transcripts for completed courses, a hard copy of a written document or publication, a URL location of the item, conference materials and session notes, a report, a film or video of the art created, etc. *Example table entry:*

Example Table Entry

First Quarter of Leave: Fall 2021

Description of Activity	***Details of Activity***	***Verification***

Write an online Psychology text for use in my Psychology 10 course.	*This text will include at least 8 chapters of not less than 10 pages each of my own original written material.*	*URL access to my new textbook online.*

First Quarter of Leave:_____

Description of Activity	Details of Activity	Verification

Second Quarter of Leave:_____

Description of Activity	Details of Activity	Verification

Third Quarter of Leave:_____

Description of Activity	Details of Activity	Verification

III. Specific Benefits of the Leave Plan to the Employee:

Please state how the objectives and activities of this plan will enhance your job performance and professional growth. How does this plan relate to your profession, assignment or planned assignments? [Article 17.14]

IV. Specific Benefits of Leave Plan to Students and District: [Article 17.13.1]

V. Division Dean's Comments:

Please advise the Committee how the proposed leave plan will or will not benefit the District and its students. [Article 17.11]

Date: _____ Signature: _____
Division Dean

Date: _____ Signature: _____
College President (if consulted)

APPENDIX P2
REQUEST FOR CHANGE IN PROFESSIONAL DEVELOPMENT LEAVE PLAN
(Article 17 – Professional Development Leaves)
Foothill-De Anza Community College District

In accordance with Article 17.16 of the *Agreement* between the District and FA, faculty employees on PDL who change their plan of study, research, or travel must submit the plan change to the District Office of Human Resources for review by the PDL Committee prior to implementing the change. If prior notice is not possible submit the plan change not later than the end of the second week of the quarter or, for verifiable extenuating circumstances, at the earliest date possible. The Committee shall either approve or disapprove the amended plan. In all circumstances, changes in the plan must continue to meet the stated objectives of the leave.

Date: ____/____/____ Name: _____ CWID: _____

Dept./Program: _____ Campus: FH___ DA ___

I request the following changes to my approved plan (complete one or both as necessary):
1. CHANGE IN DATES from Approved PDL Plan (Attach more information as needed.)

Quarter 1: Change From: _____ To: _____

Quarter 2: Change From: _____ To: _____

Quarter 3: Change From: _____ To: _____

Reason:

2. CHANGE IN ACTIVITIES from Approved PDL Plan (Attach more information as needed.)

Quarter in which you are proposing a change (1, 2, or 3)_____:

Approved Activity/ies (please copy from approved application)

Description of Activity	Details of Activity	Verification

Proposed New Activity/ies:

Description of Activity	Details of Activity	Verification

How does the proposed activity (or activities) support the objectives of the leave?

Faculty Signature _____ Date: _____

Dean Signature _____ Date: _____

Submit this completed request form to the District Office of Human Resources

Committee Action: Approve _____ Disapprove _____Date:_____/_____/_____

APPENDIX P3
PROFESSIONAL DEVELOPMENT LEAVE REPORT
(Article 17 – Professional Development Leaves)
Foothill-De Anza Community College District

In accordance with Article 17.16 of the *Agreement* between the District and the Faculty Association, within 30 days following return from the completed professional development leave each faculty employee must submit a report to the District Office of Human Resources for review by the Professional Development Leave Committee with a copy to the Division Dean or appropriate administrator that identifies the manner in which the objectives of the leave were accomplished as described in your approved Professional Development Leave plan, including any approved amendments.

This shall be the official form for compliance with Article 17.17.
(Submit this form to the District Office of Human Resources.)

Name:_____ Date: _____/_____/_____

Department/Program:_____ Campus: FH DA

Dates of Professional Development Leave: _____ _____ _____
Quarter/Year Quarter/Year Quarter/Year

In the table below, please restate the activities from your approved Professional Development Leave plan and indicate how the completion of each activity is being verified.

Description of Activity	Item(s) submitted as Verification in this Report

Description of Activity	**Item(s) submitted as Verification in this Report**

Attach additional forms and provide support materials/documentation to the Committee as needed.

_____ _____ _____/_____/_____

Faculty Signature CWID # Date

Committee Action: Approve_____ Disapprove_____ Date: ____/____/____

Revised 2023

Appendix P3 - Professional Development Leave Report
TEAR SHEET

THIS TEAR SHEET IS FOR
DISTRICT OFFICE OF HUMAN RESOURCES USE ONLY

(To be returned to applicant as validation that the Appendix P3 PDL Report was received by the District office of Human Resources)

This is to confirm that an Appendix P3- PDL Report was received in the District Office of Human Resources from the faculty member listed below.

Name of Faculty: _____ Campus: ☐ DA ☐ FH

Department_____ Date Received: ____/____/____

Received by_____
Signature of the District Office of Human Resources Staff Member

- Return signed original to Faculty Member
- Submit a copy with the PDL Report

APPENDIX P4
PROFESSIONAL DEVELOPMENT LEAVE ELIGIBILITY AND RETURN SERVICE

(Article 17 – Professional Development Leaves)
Foothill-De Anza Community College District

The Board and FA agree upon the following interpretation of the appropriate sections of Article 17 as noted.

1. *Eligibility for subsequent leaves.* Section 17.1.4: ". . . the intervening quarters may be counted toward eligibility for subsequent leaves" shall mean that all quarters of service in active employment status between the first quarter of the year in which the leave is taken and the final quarter of the year in which the leave is completed (17.2) shall be inclusive and fall within "intervening quarters."
(Note examples below.)

2. *Return service.* Section 17.7: ". . . return service is credited on the load performed in active employment subsequent to each quarter of leave." This shall mean that when a PDL begins in the Winter or Spring quarter of the first academic year, the quarter(s) preceding the commencement of the leave shall not count as return service. If PDL is taken in Winter and/or Spring quarters, return service cannot be entirely completed during the three academic-year period of the leave, meaning that faculty shall be required to complete their return service in the subsequent academic year.
(Note examples below.)

   Faculty who reduce their contracts under Article 18 or any other reduced contract under Article 16.31 prior to completion of PDL return service shall be required to remain in active employment in the District for the number of quarters necessary to earn the load required for return service.

Example 1:

	F	W	S	Eligibility (17.1.4)	Return Service (17.7)
year 1	x	o	o	2	2
year 2	x	o	o	2	2
year 3	o	o	x	2	0
			total:	6	total: 4

Example 2:

	F	W	S	Eligibility (17.1.4)	Return Service (17.7)
year 1	o	o	x	2	0
year 2	o	o	x	2	2
year 3	o	o	x	2	2
			total:	6	total: 4

x = Quarter in which PDL is taken
o = Active Employment
Revised 2023

Appendix Q

Grade Submission

APPENDIX Q
GRADE SUBMISSION
Foothill-De Anza Community College District

Policy

The District and Faculty Association agree that grades must be submitted via the District Portal no later than the third working day after completion of the final examination period.

Rationale

The timely collection of grades is necessary for the following reasons:

- Students receive grades promptly.
- Student transcripts can be sent to transfer institutions and employers on a timely basis.
- Disqualified students can be notified prior to the start of a subsequent term.
- Repeats can be checked faster and more thoroughly. This eliminates incorrect dropping of students from courses in which they received substandard grades the first time.
- Admissions and Records personnel can work more efficiently and thus more economically.

Non-compliance

The following procedures will be implemented when an instructor's Final Grade Reports and attendance records are not received by the published deadline for any term, including summer:

1. The first instance of unexcused failure to meet the deadline for turning in grades will initiate the issuance of a warning letter from the appropriate administrator to the faculty member and to their permanent file. This letter will outline the procedures if future grade deadlines are not met.
2. The second instance of unexcused failure within six terms of the first instance will result in the issuance of a letter of reprimand from the Board itself to the instructor and to their personnel file.
3. The third instance of unexcused failure within six terms of the second instance will result in a recommendation to the Board of Trustees that they commence proceedings to suspend the instructor without pay for two days. For temporary part-time faculty, a third occurrence will initiate the procedures set forth in Section 7.19 of the *Agreement* leading to the termination of re-employment preference with the College.
4. Any further instance reflects a chronic and severe condition that will result in added and potentially more severe disciplinary action, possibly leading to dismissal.

Extenuating Circumstances

1. If a faculty member has an emergency related to their home or immediate family member or is ill, they shall notify the Division Dean in a timely fashion and be

granted a reasonable extension. This notification shall preclude the implementation of the procedures regarding non-compliance, steps 1 through 4, above.

2. If a faculty member is responsible for grades in a program which involves personnel who are not contract or regular faculty employees of the District and said personnel do not provide the contract or regular faculty employee with the information necessary to assign grades within the specified time period, the faculty member shall notify the Division Dean and a mutually agreeable time shall be established for the submission of grades. This notification shall preclude the implementation of the procedures regarding non-compliance, steps 1 through 4, above.

Appendix R

Training/Retraining Stipend
Application Form

APPENDIX R
APPLICATION FOR TRAINING/RETRAINING STIPEND
(Article 35 – Training/Retraining Stipend)
Foothill-De Anza Community College District

For complete information, see Article 35 of the *Agreement* between the District and the Faculty Association, located at http://fa.fhda.edu

CRITERIA FOR REQUESTING TRAINING/RETRAINING FUNDS:
Requests for funds can be made for activities *occurring and completed in the next College year only*, beginning July 1 and ending June 30. (If the plan of study, work experience or training requires more than one year, a separate application must be submitted for each College year.)

> If you are applying to a program and will not know if you have been accepted by the May 1 deadline, you may submit an alternate plan of study for review. (Pg 4)

Training/Retraining funds are available only for tuition costs, academic fees, and books/supplies, but are NOT available for travel, meals, lodging, or conference fees (funds for these expenditures may be requested through campus Staff Development).

Rates for Training/Retraining Stipend
The application should reflect the total cost of the program of study. The maximum negotiated rates (shown below) for the various components of the stipend will determine the amount for which you are approved, which may be less than the total cost.

- The maximum amount paid for books is $700.
- There is no limit to related academic fees.
- Tuition calculations for accredited institutions:
  public institutions: $420 per semester unit or $280 per quarter unit.
  private institutions: $585 per semester unit or $390 per quarter unit.
- The maximum allowed for non-transcripted studies is $2000 per year.

Please note- If the calculated amounts for all applicant requests exceed the total remaining funds, applicants will receive a proportionally reduced percentage of their request.

It is the faculty member's responsibility to submit this application to the District Office of Human Resources by May 1. Only those applications received on or before May 1 will be forwarded to the Professional Development Leave Committee for review. If funds remain after the initial round of applications are approved, faculty can apply for the remaining funds by November 1.

SECTION 1 – TO BE COMPLETED BY FACULTY MEMBER

Today's Date: ____/____/_____ CWID: _____Campus: FH____
DA _____

Full Name: _____Division:
_____

Current teaching or service area: _____Other teaching or service area(s) for which you are qualified by education and experience:

Will you be a tenured faculty employee during the next school year? □ Yes □ No (If not, you may not apply for this stipend.)

Purpose of This Request (CHECK ALL THAT APPLY):
_____ Expand skills in current field
_____ Meet minimum qualifications for a new discipline
_____ Expand number of areas in which qualified and competent to perform services

Details of This Request

Details of program of study, work experience or training, including dates of course work/training:

How will this plan of study contribute to fulfilling the purpose of this request?

Will additional study be required to fulfill the purpose of this request? If so, please explain.

Stipend Request Detail: On the following page(s), please present a detailed breakdown of expenses requested ***per quarter, semester or course for each institution***. If not requesting the stipend for units of credit, please detail the total number of hours of study/training and the related detailed expenses (tuition, fees, books/supplies).

$_____ Total Stipend Requested (Sum of Total Annual Costs from ALL Colleges/Institutions on the following page(s)).

I am a full-time faculty member of the District and will be tenured at the start of the next school year. I have attached a request form for each institution for which I am requesting funds, and I have read, understand and agree to the terms and conditions of this program.

Faculty Signature: _____ Date: ____/____/____

College/Institution– Please fill out ONE PAGE PER INSTITUTION.
Submit extra pages as needed.

Name of College/Institution:

_____

Institution Type: □ Private □ Public

Session Type □ Semester □ Quarter □ Other (ie. MOOC, CEU's, etc)

Total number of units attempting, per session (as checked above):

Fall _____ Spring _____

Winter _____ Summer _____

COSTS: Please attach documentation detailing all estimated costs for tuition and fees (website printout or brochure). Costs not requested in advance will not be reimbursable.

Annual Tuition (Fill in only one option applicable to this institution.)

Option 1: Institution charges per unit:

$_____ per Unit x _____ *Number of Units =* Total

Option 2: Institution charges per course (Courses or CEUs):

$_____per Course x_____ Number of Courses = Total

Option 3: Institution charges per Continuing Education Unit (CEU):

$_____ *per CEU x_____ Number of CEU's =* Total

Option 4: Institution charges per range of units (e.g. $300 for 1-4 units, $550 for 5-8 units)

$_____ per _____(Range of Units) = Total

Annual Educational or Academic Fees

Type of Fee _____ *$_____ Annual Cost*

Type of Fee _____ *$_____Annual Cost*

Type of Fee _____ *$_____Annual Cost*

= Total FEES

Annual Books and Other Required Supplies

Estimated Annual Books/Supplies = Total BOOKS

TOTAL ANNUAL REQUEST FOR THIS COLLEGE/INSTITUTION:

Tuition + Fees + Books = Total for this College/Institution

College/Institution for ALTERNATE PLAN Depending on Admission
Please fill out ONE PAGE PER INSTITUTION. Submit extra pages as needed.

NOTE: **ONLY** complete this page if you have applied to another program of study and do not know your admission status. This page is for an **ALTERNATE** plan only.

Name of College/Institution:

_____

Institution Type: □ Private □ Public

Session Type □ Semester □ Quarter □ Other (ie. MOOC, CEU's, etc)

Total number of units attempting, per session (as checked above):

Fall _____ Spring _____

Winter _____ Summer _____

COSTS: Please attach documentation detailing all estimated costs for tuition and fees (website printout or brochure). Costs not requested in advance will not be reimbursable.

Annual Tuition (Fill in only one option as applicable to this institution.)

Option 1: Institution charges per unit:

$_____ per Unit x _____ *Number of Units* = Total

Option 2: Institution charges per course (Courses or CEUs):

$_____per Course x_____ Number of Courses = Total

Option 3: Institution charges per Continuing Education Unit (CEU):

$_____ *per CEU x_____ Number of CEU's* = Total

Option 4: Institution charges per range of units (e.g. $300 for 1-4 units, $550 for 5-8 units)

$_____ per _____(Range of Units) = Total

Annual Educational or Academic Fees

Type of Fee _____ *$_____ Annual Cost*

Type of Fee _____ *$_____Annual Cost*

Type of Fee _____ *$_____Annual Cost*

= Total FEES

Annual Books and Other Required Supplies

Estimated Annual Books/Supplies = Total BOOKS

TOTAL ANNUAL REQUEST FOR THIS COLLEGE/INSTITUTION:

Tuition + Fees + Books = Total for this College/Institution

SECTION 2 – TO BE COMPLETED BY DEAN(S) RESPONSIBLE FOR THE AREA(S) OF STUDY REQUESTED IN THIS APPLICATION

Is this faculty member's current area of service overstaffed, suffering declining enrollment or other program changes that make retraining to another area advisable?

Yes ☐ No ☐ Please explain

Does this application identify an existing and continuing program need? Can the applicant become qualified to meet the need through this proposed program of study? Please explain:

Does the curriculum and/or program for which the applicant is retraining currently exist at the college? Yes ☐ No ☐

If Yes, please explain:

If No, has the curriculum/program received the necessary college, district, and state (if needed) authorization? Yes ☐ No ☐

Signature of Current Dean: _____ Date:
____/____/____

Signature of Dean of Proposed Area of Study
(ONLY if applicable): _____ Date:
____/____/____

Submit <u>original</u>, no later than May 1, to:
District Office of Human Resources
District Office Building
Foothill-De Anza Community College District
12345 El Monte Road, Los Altos Hills, CA 94022

DISTRICT OFFICE OF HUMAN RESOURCES USE ONLY:

Received by: _____ Date: _____

Approved: Yes ____ No ____ Amount: _____ Date: _____

Appendix S

Article 7 Sample Forms

Appendix S1: Assignment Contract

Appendix S2: (intentionally left blank)

Appendix S3: Resignation/Retirement Form

APPENDIX S1
ASSIGNMENT CONTRACT
(Article 7 – Part-Time Faculty and Article 26 – Summer Sessions)
Foothill-De Anza Community College District

[In accordance with Article 7 and Article 26, Issuance and Acceptance of Assignment Contracts is performed via the District Portal. This Appendix is a facsimile of the relevant Portal screens.]

https://myportal.fhda.edu àFaculty Tab à My Contract Tab
- Read the Terms and Conditions of Employment below.
- Scroll down to accept the general terms and conditions of employment and to access your assignments by CLICKING on the link at the bottom of this page.

Terms and Conditions of Employment

In accordance with Education Code Section 87482.5, and Article 7 and Article 26 of the *Agreement* between the Foothill-De Anza Community College District and the Foothill-De Anza Faculty Association you may be issued an instructional or non-instructional assignment.

Acceptance/Acknowledgement

By accepting an assignment, you acknowledge that you have read and agreed to the employment conditions stated below. If the class is scheduled and if enrollment is sufficient for it to continue, you agree to teach the course assigned to you.

You understand that the compensation for a concurrent section (if assigned) shall be determined in accordance with the threshold established in Appendix V of the *Agreement.*

You understand that unless this is a full-time overload assignment or summer assignment, this assignment includes required office hours as stated in Article 7.

Further, by accepting an assignment you acknowledge and agree that you understand that if you are overpaid for any reason, such as a cancelled class or unpaid leave, the District Payroll Services Office will notify you of the overpayment and you hereby authorize the District to withhold from your pay check, amounts previously paid in error. If there are no wages in the two pay periods following the overpayment, you will return the overpayment with a personal check within 60 days of the overpayment.

Employment Conditions

The following terms and conditions apply:

a. Failure to accept an Assignment Contract shall be deemed to have declined an assignment (Article 7.5 – 7.8, Article 26.6 – 26.10);
b. Failure to accept an Assignment Contract may result in the termination of re-reemployment preference (Article 7.17);
c. Employment is contingent upon the class being offered and upon adequate enrollment;
d. Adequate and detailed student attendance and grade records must be kept by the instructor;
e. This assignment ends on the last scheduled date specified in the contract;
f. You must provide verification of academic (official transcripts) and work experience as required to justify salary schedule placement. The District is not responsible for any expenses incurred by the instructor in providing this information or related information to verify minimum qualification or equivalency;
g. You are required to be fingerprinted per Board Policy 7337.

An employment contract is made subject to the laws of California and to the lawful rules of the Board of Trustees of the Foothill-De Anza Community College District. Said laws and rules are hereby made a part of the terms and conditions of an offer of employment, the same as though they had been expressly set forth herein.

Please Note

1. If you are unable to accept an assignment or have a question regarding the terms and conditions of employment, contact the Division Dean immediately;
2. If you have a serious health condition or medical procedure that may impact your assignment, please contact you Division Dean immediately. In cases of protracted medical condition, and with appropriate medical certification documenting the medical necessity for leave during the period of your assignment, you may be granted a medical necessity exemption. This would enable you to access your sick leave and retain appropriate service credit for the assignment (for purposes of reemployment preference and future health benefits).

CLICK BELOW TO CONTINUE
I Accept the General Terms and Conditions of Employment
and I am ready to Access my Assignment(s)

APPENDIX S2

PAID OFFICE HOURS PROGRAM
(Article 7 – Part-Time Faculty)

AND

APPENDIX S2.1

PAID OFFICE HOURS PROGRAM FOR APPRENTICESHIP FACULTY
(Article 7 – Part-Time Faculty)

DELETED due to the fact that office hours are included in pay for part-time faculty assignments.

APPENDIX S3
PART-TIME FACULTY RESIGNATION/RETIREMENT FORM
(Article 7 – Part-Time Faculty)
Foothill-De Anza Community College District

In accordance with the terms and conditions of Article 7.32,

I, _____ hereby submit my notice of intent to resign
(print name)

from the District effective _____.
Month Day Year

I am submitting my resignation for the following reason (check one):

- ☐ **I am resigning my position** – *I understand this action terminates: a) my employment with the District; and b) all rights under Article 7, including any reemployment preference status I may have attained.*

- ☐ **I am resigning my position and will request, as allowable for a non-Retiree under STRS/PERS, to terminate membership in STRS/PERS and request refund of contributions to STRS/PERS (i.e., "*cashout*")** *– I understand this action terminates: a) my employment with the District; and b) all rights under Article 7, including any reemployment preference status I may have attained. I also understand that initiating this form does not constitute application for reimbursement of STRS/PERS contributions, and that I must contact STRS/PERS directly to initiate reimbursement.*

- ☐ **I am resigning my position for the purpose of initiating benefits as a Retiree under STRS/PERS Defined Benefit Plan or STRS Cash Balance Plan.** *I understand that initiating this form does not constitute application for* ***retirement****; I must contact STRS/PERS directly to actually initiate my retirement benefit or distribution*. **I also request <u>one</u> of the options below:**
  - ☐ **Separation from District employment under Article 7;** or,
  - ☐ **Continued District employment under Article 7 as a STRS/PERS Retiree –** *I understand that STRS/PERS statutes require a 180-calendar-day-separation from service "waiting period" before returning to STRS/PERS-covered employment. I understand that failure to do so will affect my retirement benefit.*

☐ _____ _____ _____
Signature of Faculty Employee CWID Date

Received by: _____
Division Signature Date

This form must be submitted to the Division Dean or Division Assistant who shall then forward the original to the Campus Personnel Office for processing.

CAMPUS PERSONNEL USE:

Appendix T

Family Medical Leave

Appendix T1: *Family Medical Leave Act*
California Family Rights Act

Appendix T2: *Application Form*

Appendix T3: *Medical Certification Form*

APPENDIX T1
FAMILY MEDICAL LEAVE ACT
CALIFORNIA FAMILY RIGHTS ACT

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT
Board of Trustees, Policy 4205, Approved September, 1995, Revised April, 2002

POLICY:

In compliance with the Family Medical Leave Act (FMLA) and the California Family Rights Act, eligible District employees may take unpaid leave of up to 12 weeks for qualified medical and family reasons. The purpose of the FMLA is to provide employees reasonable leave to care for an eligible family member, or the employee themself in the event of a serious medical condition, or to enable the employee to care for a child within one year of the child's adoption or receipt into foster care. While on FMLA leave, employees are entitled to District paid benefits.

NOTE:

Family Medical Leave runs concurrently with other applicable leaves. This means that the leave is granted only to ensure a total of 12 weeks of leave with benefits for certain qualifying events (see below). For example, if an employee has paid personal necessity leave of one week available, the unpaid portion of Family Medical Leave will be for an additional 11 weeks, making a total of 12 weeks of FMLA leave in any 12-month period.

ELIGIBILITY:

A full-time or part-time employee is eligible for this leave if the employee has been employed for more than 12 months with the District and has worked at least 1,250 hours in the 12-month period prior to the date the leave begins.

QUALIFYING EVENTS FOR PURPOSE OF FAMILY MEDICAL LEAVE:

The conditions for which Family Medical Leave may be taken are:

1. birth or adoption of a child, or the receipt of a child into foster care, within one year of such birth or placement, or

2. the employee's own serious health condition that makes the employee unable to work at all or unable to perform essential job functions, or

3. a serious health condition of an employee's child, spouse, parent or member of the immediate household, which requires the employee to care for the family member.

A serious health condition means an illness, injury, impairment, or physical or mental condition which involves either inpatient care or continuing treatment or supervision by a health care provider.

ELIGIBLE CHILD:

An eligible child is defined as:

1. a biological, adopted or foster child under the age of 18, or

2. an adult dependent child over the age of 18 who is incapable of self-help due to a mental or physical disability, or

3. a child under 18 who is treated as the employee's child or for whom the employee has been “in loco parentis.”

APPLICATION FOR LEAVE:

A request for Family Medical Leave must be made in writing by completing the Family Medical Leave application form. The application must be submitted to the District Office of Human Resources at least thirty days before the requested start of the leave unless the reason for the leave is due to an emergency, in which case the request must be made immediately. The completed application must state the reason for the leave and the beginning and ending dates of the leave.

CONDITIONS OF LEAVE:

1. An employee who requests medical leave for their own serious health condition is required to use all accrued paid leave, including vacation time, sick leave and extended sick leave if applicable concurrently with the Family Medical Leave Act leave. Because Family Medical Leave is limited to twelve work weeks, it is unlikely that an employee will run out of extended sick leave within the duration of this leave.

2. An employee who requests Family Medical Leave to care for their spouse, child, parent or member of the immediate household with a serious medical condition must first use all available paid leave, including vacation time and personal necessity and then sick leave to the extent allowed in the employee's relevant bargaining unit agreement for care of family members. At the exhaustion of all paid leaves, the remainder of the leave - up to a maximum of twelve weeks - will be unpaid.

3. Leave taken because of the serious health condition of an employee, spouse, child, parent or member of the immediate household may be taken intermittently or on a reduced medical schedule when medically necessary. Leave may be counted in full or partial days or full or partial weeks. Such intermittent or reduced time schedule leave may require the employee to transfer temporarily to another position. Leave taken because of the birth or placement of a child may not be taken intermittently or on a reduced schedule leave unless expressly approved by the Vice Chancellor or Director of Human Resources.

4. While in unpaid status under Family Medical Leave, an employee will not accrue additional benefits such as sick leave, vacation, or seniority. However, Family Medical Leave is counted as active work status for the purposes of pension vesting or eligibility in pension plans.

5. If both a husband and wife work for the District, their leave is limited to a combination of twelve weeks for the qualifying event of a birth, adoption, or foster care placement.

MEDICAL CERTIFICATION STATEMENT:

An application for leave based on the serious health condition of the employee or the employee's spouse, child, parent or member of the immediate household must be

accompanied by a Medical Certification Statement completed by a health care provider. The certification must state the date on which the health condition commenced, the probable duration of the condition, and the appropriate medical facts regarding the condition. If leave is for the care of a family member, it should also estimate the amount of time that the employee will be needed to care for the patient. If leave is for the employee's own health condition, certification should also state that the employee is unable to perform the functions of their own position. The District may require the employee to obtain a second medical opinion at District expense. If the two medical opinions conflict, the opinion of a third medical provider, approved jointly by the employee and the District, may be required at District expense, and the third opinion will be final and binding. If additional leave is requested beyond the period stated in the certification, the District may require re-certification in accordance with these procedures.

RETURN FROM OR FAILURE TO RETURN FROM LEAVE:

The employee is expected to return to work on the date stated in the application for leave. If the employee wishes to return earlier, both the employee's administrator and the District Office of Human Resources should be notified at least 5 days before the employee's planned return. Failure to return from leave without notification may be construed as an abandonment of the employee's position. The District will require a certification that the employee is physically able to return to work upon return from leave due to the employee's own serious health condition. However, if an employee returning from Family Medical Leave due to their own serious medical condition is unable to perform the essential functions of their job because of a physical or mental condition, the American's with Disabilities Act may govern.

REINSTATEMENT RIGHTS:

Unless considered a "key" employee, an employee on Family Medical Leave is entitled to be returned to the same position held prior to the leave, if still available, or to a comparable position with equivalent pay, benefits, if applicable, and other terms and conditions of employment, subject to provisions of the contract with the relevant bargaining unit. A "key" employee is one who is among the highest paid 10% of the district's employees whose reinstatement would cause substantial economic injury to the district's operations. An employee on Family Medical Leave will not suffer the loss of any other employment benefit that the employee earned or was entitled to before using the leave.

HEALTHCARE BENEFITS (if applicable):

District paid benefits will continue during the period of Family Medical Leave. If the employee does not return from leave for a reason other than continuation or recurrence of the serious health condition that entitled the employee to leave in the first place and employment is terminated, the District can recover the cost of the health care premiums from the employee.

COORDINATION WITH PREGNANCY DISABILITY LEAVE:

Family Medical Leave is separate and distinct from temporary medical disability leave due to pregnancy, childbirth or related medical condition(s). Pregnant employees may be entitled to a temporary medical disability leave in addition to the Family Medical Leave. An eligible employee may be entitled to take a pregnancy disability leave of up to four months and a Family Medical Leave of up to twelve weeks for a combination of approximately seven months.

REFERENCE:

The Family Medical Leave Act became effective on August 5, 1993.
The California Family Rights Act was amended by AB 1460 to conform the state law to the federal Family Medical Leave Act. These amendments were effective on October 5, 1993.

APPENDIX T2
APPLICATION FOR FAMILY MEDICAL LEAVE
Foothill-De Anza Community College District

NAME: _____ DIVISION: _____

CWID #: _____ CAMPUS: _____

Beginning Date of Leave:_____ Ending Date of Leave:_____

Reason for Leave (check one):

_____ a) birth or adoption of a child, or the receipt of a child into foster care, within one year of such birth or placement, or

_____ b) the employee's own serious health condition that makes it impossible to perform essential job functions, or

_____ c) a serious health condition of an employee's eligible child, spouse, parent or member of the immediate household, which requires the employee to care for the family member.

Explanation (if necessary):_____

_____

_____

_____

_____

A leave request based on an employee's serious health condition or the serious health condition of an employee's spouse, child, parent or member of the immediate household must be accompanied by a verifying medical certification from a physician.

I hereby authorize the Foothill-De Anza Community College District, Office of Human Resources to contact my physician to verify the reason for my requested leave or for any other information concerning my requested Family Medical Leave.

I concur with the terms and conditions of the leave and understand that it will be my obligation to return to District employment on the working day following the ending date of the leave. I am aware that failure to return from leave may be construed as abandonment of my position.

_____ _____

Signature of Employee Date

APPROVED BY:

_____ _____

Administrator Vice Chancellor or Director of Human Resources

_____ _____

Date Date

APPENDIX T3
MEDICAL CERTIFICATION STATEMENT
Foothill-De Anza Community College District

Name of Employee: _____

Is this Certification for the Employee_____ or for ill family member_____

Name of ill family member (patient):_____

Date Condition Began:_____

Date Condition Ended (or is expected to end):_____

Medical facts regarding the condition:_____

_____

_____

_____

Explanation of extent to which employee is needed to care for ill family member: (if applicable)

_____

_____

_____

_____

Explanation of extent to which employee is unable to perform the functions of his or her job:

_____

_____

_____

_____

Health Care Provider Signature:_____

Print Name:_____

Date:_____ Office Phone Number:_____

Medical Release:
I authorize the release of any additional information from my health care provider necessary to process the above request.

Patient's Signature:_____ Date:_____

Print Name_____

Please return this form to Foothill-De Anza Community College District, District Office of Human Resources, 12345 El Monte Road, Los Altos Hills, CA 94022

Appendix U

Article 19 - Emeritus Program

Appendix U1: *Annual Plan for Emeritus Program*

Appendix U2: *Article 19 Flowchart/Table*

APPENDIX U1
ANNUAL PLAN FOR EMERITUS PROGRAM
(ARTICLE 19 – EMERITUS PROGRAM)
Foothill-De Anza Community College District

WORK PLAN FOR THE ACADEMIC YEAR _____

Prepared by the District Office of Human Resources

Name: _____CWID _____POS# _____Date Issued _____

Your salary placement at the time of your retirement is: Column ____ Step ____ @ _____ X ___(months) $0.00

Professional Recognition Award(s) $0.00

Professional Achievement Award(s) $0.00

Total Annual Compensation $0.00

Article 19 Participation ends not later than: _____

In accordance with *Article 19.3*, your allowable earnings limit for the duration of your participation in the program is $_____ which represents _____ of your full-time contract compensation.

Note: If you receive payment associated with the Early Notice Incentive (Article 20 and Appendix X) subsequent to your effective date of retirement with STRS, this payment may count toward your STRS earnings limitation for that year. You may wish to adjust your Article 19 plan accordingly to avoid a STRS penalty.

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. Faculty who choose to accept an assignment within 180 calendar days following effective date of retiree annuitant status shall do so at their own risk. Such acceptance shall not be cause for the District to alter or adjust the start date or terms of any assignment.

IMPORTANT INFORMATION

In accordance with Article 19 of the Agreement between the District and the Faculty Association:

1. Each faculty employee participating in the Emeritus Program shall complete and sign each year an Annual Plan mutually agreed upon by the employee and the Board (Article 19.6). A Plan involving an assignment outside of the faculty employee's assigned division at the time of retirement requires agreement of their Dean or appropriate administrator at the time of retirement.
2. The percentage stated above is determined at the time of the employee's retirement, constitutes an annual maximum, and remains constant for the duration of the employee's Article 19 employment. A participant in the program may work less but not more than this percentage (Article 19.6).
3. District-paid Life Insurance will be in effect for the duration of the employee's Article 19 participation. (Article 19.3).
4. In accordance with Article 19.6.1 and 19.6.2, it is the **responsibility of the faculty employee** to file this completed Annual Plan with the District Office of Human Resources by _____ .
5. In accordance with Article 19.7.2 it is the **responsibility of the faculty employee** to file a new Annual Plan with the District Office of Human Resources if revisions are made or changes occur.

PROPOSED ASSIGNMENT: The following is your proposed Article 19 assignment (in accordance with Article 10.4, Article 19 faculty are assigned after contract and regular faculty):

Quarter(s)	Preferred Course(s) / Other Assignment(s)	Load Factor(s)
_____	_____	_____
_____	_____	_____
_____	_____	_____
	* Index/FOAP _____ * Total Load Factor	_____

*Required fields

Total Load Factor cannot be greater than: _____

SAMPLE

I hereby certify that I agree to the Annual Plan and understand that in the event of any changes I must submit a complete and authorized *revised* Annual Plan, to the District Office of Human Resources.

_____ _____
Employee Date

I hereby certify that I agree to and authorize payment on the above Annual Plan. I understand that in the event of any changes the employee must submit an agreed upon *revised* Annual Plan to the District Office of Human Resources.

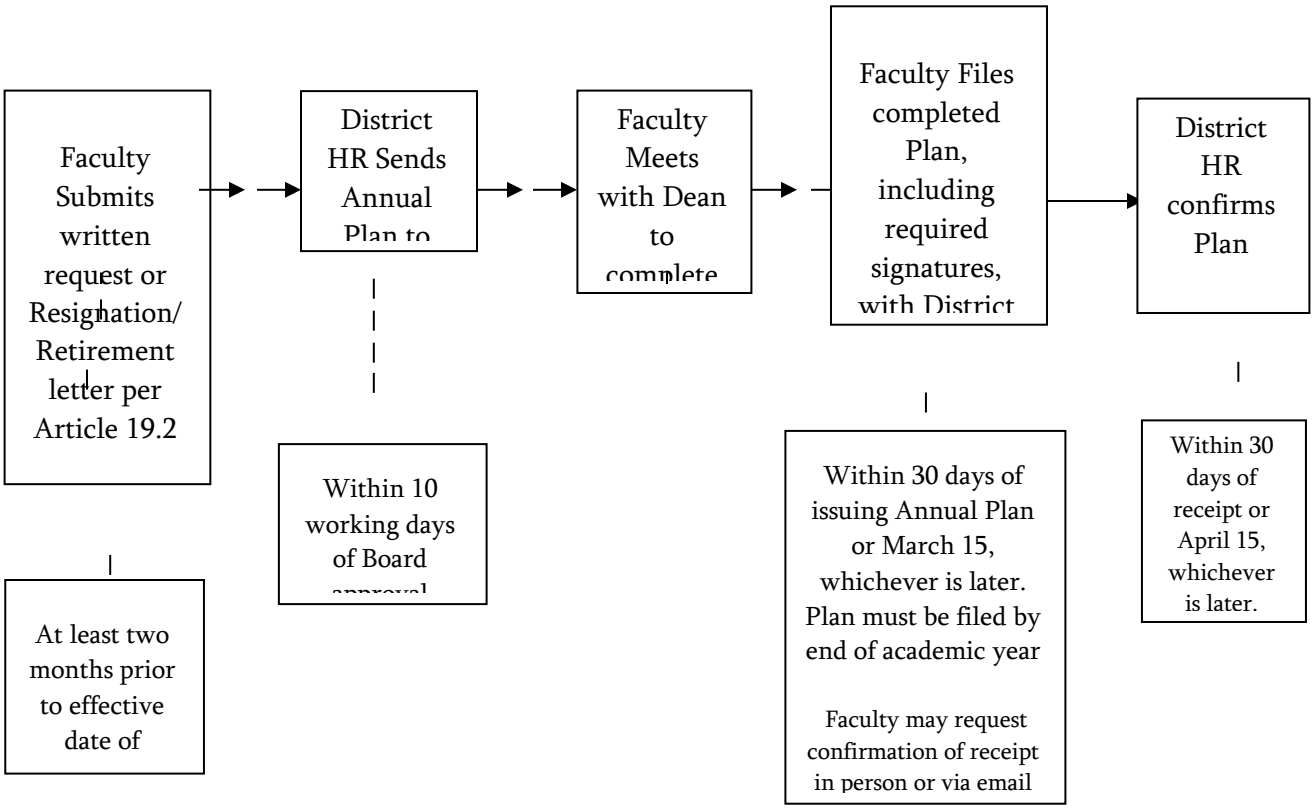
_____
_____
Division Dean for Article 19 Assignment Date Vice President or Associate Vice President
Date
for Article 19 Assignment

_____ _____Division Dean for Retiring Division (if different) Date

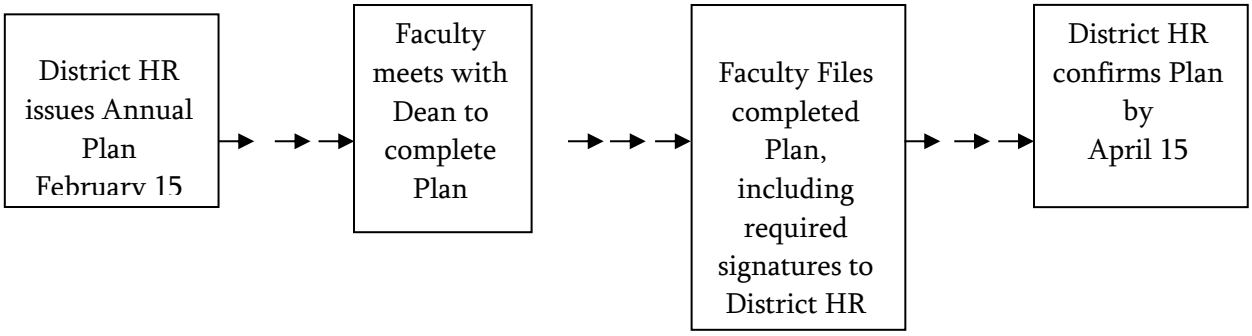
SUBMIT TO DISTRICT OFFICE OF HUMAN RESOUCES (Faculty Responsibility)

APPENDIX U2
ARTICLE 19 FLOWCHART
(Article 19 - Emeritus Program)
Foothill-De Anza Community College District

PRIOR TO INITIAL YEAR OF PARTICIPATION



SUBSEQUENT YEARS OF PARTICIPATION



APPENDIX U2
ARTICLE 19 TABLE
(Article 19 - Emeritus Program)
Foothill-De Anza Community College District

Prior to Initial Year of Participation	Second and Subsequent Years of Participation
• At least two months prior to resignation, submit a written request or letter of Resignation for Purpose of Retirement with request included to the College President with a copy to the Dean.	
• Within 10 working days of Board approval, the faculty employee is sent an Article 19 Annual Plan.	• On or before February 15 the District Office of Human Resources shall issue a copy of the Annual Plan to each continuing participant.
• Within 30 days of issuance of the Plan from the District Office of Human Resources (not to exceed the end of the academic year) or by March 15, whichever is later, the faculty employee shall: 1) meet with Division Dean or appropriate administrator to complete the Plan; 2) obtain all required signatures; and 3) submit the completed Plan to the District Office of Human Resources. It is the responsibility of the faculty employee to assure the completed Plan is received by the District Office of Human Resources by the required deadline. • The faculty employee may request confirmation of receipt in person, or via email message or phone call.	• On or before March 15 preceding the academic year in which the services will be rendered, the faculty employee shall: 1) consult with his or her dean or appropriate administrator to complete the Plan; 2) obtain all required signatures; and 3) submit the completed Plan to the District Office of Human Resources. It is the responsibility of the faculty employee to assure the completed Plan is received by the District Office of Human Resources by the required deadline. • The faculty employee may request confirmation of receipt in person, or via email message or phone call.
	• On or before April 15, the District Office of Human Resources shall confirm the Article 19 Plan.

Appendix V

Concurrent Sections

APPENDIX V
CONCURRENT SECTIONS

(Article 7 – Part-Time Faculty, Article 9 – Load, Article 26 – Summer Sessions)
Foothill-De Anza Community College District

PURPOSE

This Appendix shall serve to regularize and codify assignment, load credit, and compensation for classes variously known as "double/triple load," "double/triple load credit," and "large/oversize class," terms that do not appear in the *Agreement*. The term "concurrent sections" shall be used to describe these classes.

Concurrent sections are designed to maximize program productivity and efficient use of campus facilities and instructional staff by "bundling" assignments offered at a particular time (traditional delivery) and/or by a particular faculty member.

Effective Fall quarter 2008, this Appendix shall apply to courses previously offered as "double/triple load," "double/triple load credit," and "large/oversize classes" and listed on Attachment A. A request for any addition to Attachment A shall require the department faculty and dean of the division to provide written rationale verifying the pedagogical soundness of such an offering to the Vice President of Instruction for approval. The Vice President shall forward any such approval to the chief negotiators for the Faculty Association and the District for inclusion on the list.

The District, the Faculty Association and faculty employees who request and/or accept assignment to concurrent sections acknowledge that concurrent sections operate on a *risk/return basis*. This means that faculty employees who accept assignment to a concurrent section *risk* the possibility that they may teach additional students without additional compensation in *return* for a reduced number of student contact hours (since the multiple assignments in a concurrent section meet simultaneously).

DEFINITIONS AND MAXIMUM CLASS SIZE

A concurrent section is either a double section or a triple section scheduled and assigned as an aggregate.

A double section is defined as two assignments: an initial assignment and a second assignment. The maximum class size for a double section shall be established at twice the maximum class size for the course.

A triple section is defined as three assignments: an initial assignment and two additional assignments. The maximum class size for a triple section shall be established at triple the maximum class size for the course.

Assignment to a concurrent section shall be made in "whole" assignments; i.e., no "half" assignments shall be made.

The appropriate seat counts for concurrent sections, shall be used during the registration period either as specified above or, if offered through distance learning delivery, in accordance with the Memorandum of Understanding dated February 2008.

ANNUAL LOAD ASSIGNMENTS

For regular and contract faculty employees, **s**cheduling shall follow the provisions of Article 10.4 when the concurrent sections are assigned entirely as annual load. For purposes of crediting concurrent sections toward annual load, faculty employees shall comply with the provisions of Article 9.4.2 and then the official enrollment shall be determined either after the second meeting of the class or at 11:59 PM of the fifth instructional day of the quarter, whichever occurs later. The threshold for a double or a triple section shall be at 90% of the maximum class size defined above.

ARTICLE 7 ASSIGNMENTS

Scheduling:
When the first assignment of a concurrent section is made as part of full annual load and the second/third assignment is made under Article 7, the Board may employ a regular or contract faculty member with reemployment preference without regard to their seniority on the reemployment preference list.

When concurrent sections are assigned entirely under Article 7, seniority on the reemployment preference list shall apply and the concurrent sections in their entirety shall be distributed on the first pass through the list; i.e., the second/third assignment shall not be subject to the distribution procedures for assignments specified in Article 7.16.

However, each section shall be considered as an "assignment" for the purpose of further passes through the reemployment preference list. This means that a faculty employee assigned a double section shall be ineligible for an additional assignment on the second pass through the reemployment preference list; a faculty employee assigned a triple section shall be ineligible for an additional assignment on the second and third passes through the reemployment preference list. Each section of a concurrent section shall be counted as an assignment and offered consistent with Article 7.22. (67 percent load limitation for part-time faculty employees) and Article 7.22 (two assignments per quarter for regular and contract faculty employees).

A concurrent section shall not be assigned to a part-time temporary faculty member without reemployment preference unless no faculty member with reemployment preference who is qualified for the assignment is able to accept the assignment.

Census Date:
Official enrollment for Article 7 concurrent sections shall be determined by the number of students enrolled on the third Monday of the quarter at 12:01 AM.

Load Credit and Compensation:
Load credit and, if appropriate, additional compensation for Article 7 concurrent sections shall be determined in accordance with the following:

If the official enrollment is at least 90 percent of twice the maximum class size, the faculty employee shall be compensated/credited for two assignments as scheduled. In cases where the official enrollment fails to meet this threshold but is at least 1.5 times the maximum class size, the faculty employee shall be paid for one assignment plus a large class stipend (LCS) equal to 50% of the compensation for one assignment. The LCS shall not be applicable to the 60 percent load limitation for part-time faculty employees.

If the official enrollment is at least 90 percent of triple the maximum class size, the faculty employee shall be credited with three assignments as scheduled. In cases where the

official enrollment fails to meet this threshold but is at least 2.5 times the maximum class size, the faculty employee shall be paid for two assignments plus a large class stipend (LCS) equal to 50 percent of the compensation for one assignment. The LCS shall not be applicable to the 60 percent load limitation for part-time faculty employees.

ARTICLE 26 ASSIGNMENTS

Scheduling of concurrent sections during summer session shall follow the normal process specified in Article 26. Official enrollment for Article 26 concurrent sections shall be determined by the number of students enrolled on the second Tuesday at 12:01 A.M. Concurrent sections assigned during summer session shall be paid in accordance with Article 26.11 (77.5 percent of the regular faculty salary schedule, Appendix A) and the thresholds and LCS formulas specified directly above.

APPENDIX V
Concurrent Sections
ATTACHMENT A

DE ANZA COLLEGE

Course	Maximum Class Size
Anthropology 1	50
Anthropology 2	50
Arts 1A	50
Arts 1B	50
Arts 2A	50
Arts 2B	50
Arts 2C	50
Arts 2D	50
Astronomy 04	70
Astronomy 10	70
History 6A	50
History 6B	50
History 6C	50
History 17A	50
History 17B	50
History 17C	50
History 3A/ICS 3A*	50
History 3B/ICS 3B*	50
History 3C/ICS 3C*	50
Human Development 10	50
Humanities 1	35
Nursing 50	50
Philosophy 1	40
Psychology 24 (Psychobiology)	50
Physics 10	70
Political Science 1	50
Psychology 1	50
Real Estate 50	70
Real Estate 51	70
Real Estate 53	70

FOOTHILL COLLEGE

Course	Maximum Class Size
Accounting 1A**	40
Accounting 1B**	40
Accounting 1C**	40
Anthropology 1**	50
Anthropology 2A**	50
Astronomy 10A	70
Astronomy 10B	70
Business 22**	50
Economics 1A**	50
Economics 1B**	50
Geography 1**	35
History 4A**	50
History 4B**	50
History 4C**	50
History 17A**	50
History 17B**	50
History 17C**	50
Humanities 1	50
Humanities 2	50
Humanities 5	50
Humanities 6	50
Math 1A	40
Math 1B	40
Math 2A	40
Math 10	40
Philosophy 25**	50
Physics 12	70
Political Science 1**	50
Psychology 1**	50
Psychology 40**	50
Real Estate 50	50
Real Estate 51	50
Sociology 1**	50
Women's Studies 5**	50

*Eligible only when cross-listed
**Online classes only

Appendix W

Request for Article 18 – Reduced Workload Program

APPENDIX W
REQUEST for ARTICLE 18 – REDUCED WORKLOAD PROGRAM
(Article 18 – Reduced Workload Program)
Foothill-De Anza Community College District

In accordance with the provisions of *Article 18 – Reduced Workload Program*, this form constitutes the specified written request for participation in the program (*Section 18.8.2*).

Name: CWID:

___Initial Request First College Year of Participation: _____

Requested number of years of Article 18 Reduced Workload Contract (*Section 18.8.2.3*):
_____

___Change Effective Date (College Year) _____

I am requesting an Article 18 Reduced Workload Contract of _____ Load/% (at least 0.500 Load)

Load Configuration for Reduced Contract
(*Sections 18.8.1 and 18.8.2.2*):

Instructional Period	Load	Reminders
Fall Quarter	_____	*QUARTERLY LOAD must not exceed customary departmental load configuration for regular and contract faculty.*
Winter Quarter	_____	
Spring Quarter	_____	
11th Month*	_____	*LOAD TOTAL must match the Article 18 Workload Contract requested above.*
12th Month*	_____	
*Only available for faculty normally assigned an 11- or 12-month contract.	_____ **Load Total**	

In requesting this Article 18 Contract, I, the faculty employee, affirm the following:

- I meet the *eligibility criteria* specified in *Section 18.2* of the *Agreement*.
- I have *met with the Dean* or appropriate administrator by **January 15** to determine through mutual agreement the load configuration schedule by which the reduced contract shall be fulfilled (Section 18.8.1).
- I understand that in order to *initiate an Article 18 reduction in load* or to *subsequently change the load* of my reduced contract, I must (a) meet with the Dean to reach mutual agreement on the load; and, (b) submit Appendix W for the initial request or revised load to the College President or designee by **March 1** of the preceding academic year (*Sections 18.8 and 18.9*).
- I understand that I *must submit a letter of resignation for the purpose of retirement* and *shall retire* at the conclusion of the number of years of reduced contract requested above (*Section 18.4*).

Employee	Date	Division Dean	Date
Vice President	Date	President	Date

Initial Request: President Office Submit to Campus Administration for Board Submittal
Subsequent Change: President Office Submit to District Human Resources

Appendix X

Early Notice Incentive and Irrevocable Resignation Form

APPENDIX X
EARLY NOTICE INCENTIVE and IRREVOCABLE RESIGNATION FOR PURPOSES OF RETIREMENT
(Article 20 – Early Notice Incentive)
Foothill-De Anza Community College District

In accordance with the terms and conditions of the Early Notice Incentive Program, I

_____ hereby submit my resignation for the purposes of
(print name and CWID#)

retirement effective _____ _____.
Month and Day Year

Please check *one* option below:

- I am requesting assignments under *Article 19: Emeritus Program* following my resignation for th purposes of retirement.
- I am requesting assignments under *Article 21: Post-Retirement Employment* following my resigna for the purposes of retirement.
- I am separating from employment with the district and am not requesting assignments following resignation for purposes of retirement.

I understand and agree to the following terms and conditions of the Early Notice Incentive Program:

1. The filing period of the Early Notice Incentive opens the first day of the Spring quarter and closes on the last day of the Spring quarter. A notice is considered filed when received in the District Office of Human Resources;
2. If, within 30 days of filing this form, I change my retirement plans, I shall notify the office of Human Resources in writing (email) of my intent to rescind my resignation, and the Early Notice and Resignation shall be entirely disregarded. However, I understand that I may submit a new Appendix X, if it is filed in accordance with Section 20.4;
3. Following the 30-day rescission period, this form will be submitted to the Board of Trustees for the Board's formal acceptance of my resignation; and
4. The Early Notice Incentive will be payable in the October 31 payroll following my effective date of resignation for the purpose of retirement in accordance with Article 30.

_____ _____
Signature of Faculty Employee Date

_____ _____
Campus Division

FOR OFFICE USE

Received by: _____ _____
Date

Notification	Date	Initials	
Employee			Award Amt
President			
Dean			To Be Paid October

Appendix Y

Faculty Service Area
Application Form

APPENDIX Y
ADDITIONAL FACULTY SERVICE AREA (FSA) APPLICATION

NAME_____ **CWID**: _____

LIST THE ADDITIONAL FSA(S) YOU ARE REQUESTING (Outside of your current FSA)

1. _____
2. _____
3. _____

DESCRIBE HOW YOU MEET THE MINIMUM QUALIFICATIONS FOR THE DISCIPLINES FOR THE FSA(S) YOU HAVE REQUESTED (for state approved list see your Division or Senate office.) Official transcripts and documentation must be in your personnel file or, if not in your personnel file, attached here.

1. _____
2. _____
3. _____

TO VERIFY COMPETENCY COMPLETE THE SECTION BELOW FOR EACH FSA REQUESTED. (In accordance with article 15.6.1, you must have taught either a) three quarters, or two quarters and one summer session, in the District; or b) one full-time academic year in another accredited post-secondary institution within the last 5 years. If your experience is from another post-secondary institution, please attach verification from that school/college.)

COURSE TITLES TAUGHT	QUARTERS TAUGHT AT FHDA
_____	_____
_____	_____
_____	_____

_____ _____
Employee Signature Dean's Signature
(From division of requested FSA)

_____ _____
Date Date

For office use only

Received by_____ Date_____ HRS recorded _____ Date_____

June 2023

Appendix Z

Department Chairs and Schedulers

APPENDIX Z
DEPARTMENT CHAIRS AND SCHEDULERS

The reassigned time (RAT) or additional pay listed below is based on:

- approximate number of FTEF in the department
- number of full-time faculty (only one or two)
- significant work associated with prerequisite or course equivalencies
- AB 705/1705 compliance work

Whenever possible, reassigned time should be distributed evenly throughout Fall, Winter, and Spring quarters.

When RAT listed is 0.125 or less, faculty may choose either the reassigned time, or the equivalent additional pay calculated at a rate of $80,000 per FTE. Therefore, additional pay = (RAT)($80,000) is capped at $10,000.*

Job Titles: C = Chair S = Scheduler CS = Chair and Scheduler

FOOTHILL COLLEGE:

This list excludes Health Sciences and Horticulture as those Program Director job descriptions include program director duties.

Any department not listed has no department Chair or Scheduler. In these departments, the dean is responsible for all administrative duties associated with the department.

Approx FTEF	Department	Job Title	Annual RAT	OR	Annual Add. Pay	Notes regarding duties
Business and Social Science						
15	Accounting	CTE CS	0.200		NA	
6	Anthropology	CS	0.100		$8,000	
7	Business	CTE CS	0.100		$8,000	
6	Child Development	CTE CS	0.100		$8,000	
4	Economics	CS	NA		$5100	
5	Geography/GIST	CTE CS	0.100		$8,000	
3	History	CS	NA		$3300	
4	Humanities	CS	NA		$5100	
4	Philosophy	CS	NA		$5100	
3	Political Science	CS	NA		$4200	
10	Psychology	CS	0.125		$10,000	
6	Sociology	CS	0.100		$8,000	
0.5	Women's Studies	CS	NA		$500	
-	Div. PT Eval Coord	Other	NA		$1500	

Approx FTEF	Department	Job Title	Annual RAT	OR	Annual Add. Pay	Notes regarding duties
Counseling and Matriculation						
	General Counseling	CS	Up to15 hrs/wk		NA	Any hours not needed for duties become drop in counseling hours
Fine Arts and Communication						
7	Art	CS	0.100		$8000	
11	Communications	CS	0.125		$10,000	
4	GID	CTE CS	NA		$5100	
6	Media	CS	0.100		$8000	
5	Music	CS	NA		$5100	
2.5	Music Tech	CTE CS	NA		$3300	
4	Photography	CTE CS	NA		$5100	
3	Theater	CTE CS	NA		$4200	
Kinesiology and Athletics						
7	Kinesiology/Physical Ed	C	0.111		$8880	Assists AD with game operations
Language Arts						
20	English	CS	0.250		NA	
3	ESLL	CS	NA		$5100	
Learning Resource Center and Library						
	Library	C	5 hrs/wk		NA	
Student Services						
	Psychological Services	CS	4 hrs/wk		NA	
Science, Technology, Engineering, and Mathematics						
20	Biology	CS	0.222		NA	
15	Chemistry	CS	0.222		NA	
15	Computer Science	CTE CS	0.242		NA	
1.5	Engineering	C	NA		$1500	
25	Mathematics	CS	0.333		NA	
6	Physics	CS	0.111		$8880	

DE ANZA COLLEGE:

Excludes Nursing, Medical Lab Technologies, and Health Technologies as these departments have separate agreements for director or assistant director duties. Also excludes Journalism and Library as those job descriptions include chair duties.
Any department not listed has no department Chair or Scheduler. In these departments, the dean is responsible for all administrative duties associated with the department.

Approx FTEF	Department	Job Title	Annual RAT	OR	Annual Add. Pay	Notes regarding duties
Business, Computer Science, Applied Technology						
10	Auto	CTE CS	0.311		NA	Add. duties: supplies/ facilities procedures, Hazmat, Building and Facilities
5.5	DMT	CTE CS	0.250		NA	Add. duties: supplies/ facilities procedures, Hazmat, Building and Facilities
11	Accounting	CTE CS	0.222		NA	
13.5	Business	S	0.125		$10,000	
		CTE C	0.125		$10,000	
28	CIS	CTE CS	0.339		NA	
2	Real Estate	CS	NA		$3300	
Biology, Health, and Environmental Sciences						
18	Biology	C	NA		$5100	
8.5	ES/ESCI	CTE C	NA		$4200	
Counseling						
	General Counseling	CS	Up to 12 hr/week		NA	
Creative Arts						
18	Visual Art & Design	C	0.100		$8000	5 disciplines, one has CTE
3.5	Music	CS	NA		$4200	Coordinates recitals/concerts
7	Film/TV	CTE CS	0.100		$8000	Coordinates Film & Video Festival
	Entire Division	S	0.100		$8000	
Intercultural/International Studies						
0.5	AFAM	C	NA		$1500	
2	ASAM	C	NA		$2000	Includes summer work
2	WMST	C	NA		$1500	
2	Mandarin	CTE C	NA		$2000	
2	Spanish	C	NA		$1500	
6	World Languages	C	NA		$2000	
21.5	Entire Division	Div. CS	0.111		$8880	Banner/MSI

Approx FTEF	Department	Job Title	Annual RAT	OR	Annual Add. Pay	Notes regarding duties
Language Arts						
20	Communications	S	0.125		$10,000	
		C	0.111		$8880	
40	English	S	0.250		NA	
		C	0.250		NA	
14	ESLL	S	0.125		$10,000	
		C	0.125		$10,000	
Physical Education and Athletics						
13.4	PE and Kinesiology	CS	0.100		$8000	
Physical Sciences, Math, and Engineering						
16	Chemistry	CS	0.222		NA	
50.5	Mathematics	CS	0.666		NA	0.666 can be split between chair and assistant chair. PT eval not required
		Asst CS			NA	
8.5	Physics	CS	0.111		$8880	
2	Meteorology	C	NA		$1500	Each year one chair will also be chair of Earth and Space Sciences. Duties will rotate among 3 depts
2	Geology	C	NA		$1500	
3	Astronomy	C	NA		$1500	
Social Science and Humanities						
4	Admin Justice	CTE CS	NA		$4200	
7	Anthropology	CS	0.100		$8000	
8	Child Dev	CTE CS	0.100		$8000	Accreditation every 4 years
7.5	Economics	CS	0.100		$8000	
2.5	Geography	CS	NA		$3300	
8	History	CS	0.100		$8000	
9	Humanities	CS	0.111		$8880	
1.5	Paralegal Studies	CTE CS	NA		$3300	Accreditation every 4 years
5	Philosophy	CS	0.100		$8000	
7	Political Science	CS	0.100		$8000	
13.5	Psychology	CS	0.200		NA	
4.5	Sociology	CS	NA		$4200	

MEMORANDA OF UNDERSTANDING

Article 1

MEMORANDUM OF UNDERSTANDING
BETWEEN
FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT
AND
FOOTHILL-DE ANZA FACULTY ASSOCIATION

This Memorandum of Understanding is entered into by and between the Foothill-De Anza Community College District ("District") and the Foothill-De Anza Faculty Association ("FA").

The "District" and "FA" agree that the assignment of teaching duties to Academic Administrators is subject to the terms of collective bargaining and the conditions stated herein:

Teaching Assignments as Part of Load

1. The Academic Administrators listed on Attachment A may teach up to fifty percent (50%) of an annual full-time teaching load per academic year in their division/program, or in a discipline/program in which they previously taught in the District, as part of their management assignment. Changes in title to the positions on this list do not affect the terms of this Memorandum of Understanding.

2. The Academic Administrators listed on Attachment B may teach one assignment per academic year as part of their management assignment. Changes in title to the positions on this list do not affect the terms of this Memorandum of Understanding.

Teaching Assignments for Extra Compensation

3. An Academic Administrator listed on Attachment A or B may teach one assignment per academic quarter for extra compensation under the following provisions:

a) All part-time faculty employees with reemployment preference have been offered the number of assignments for which they were eligible;

b) The hours of the assignment are scheduled outside the normal academic workday (7:30 a.m. – 5:30 p.m.) unless extenuating circumstances exist. Such circumstances include lack of available personnel to staff the assignment and/or last-minute scheduling changes or other emergency staffing situations; and,

c). The administrator shall be paid an amount equivalent to what his or her placement would otherwise be as a temporary part-time employee under the guidelines of Appendices C or E, as appropriate.

4. During the summer session, Academic Administrators listed on Attachment A may be eligible for one teaching assignment if (a) all faculty eligible under Article 26.1 have received summer session assignments, and (b) no faculty member is available for the assignment. Such an assignment shall not be taught as part of the administrator's annual load.

5. The total number of assignments, District-wide, taught by administrators for extra compensation shall not exceed sixteen (16) during the college year with

no more than three (3) assignments on each campus during any one academic quarter or a summer session.

Evaluation of Teaching Assignments

6. Academic Administrators who receive teaching assignments under the provisions of this Memorandum of Understanding shall undergo evaluation procedures equivalent to those set forth in Article 6, sections 6.2 and 6.3, as appropriate to a "temporary" faculty employee. Administrators who teach shall either a) have current Appendix J1 and J2 evaluations on file from prior employment in the District as a faculty member; or, b) complete J1 and J2 evaluations during their first quarter of teaching assignment subsequent to January 1, 2010. If employed subsequently, administrators who teach shall be evaluated once every nine quarters of employment under this Memorandum.

Other Issues

7. Administrators are not members of the FA bargaining unit, and as such, have none of the rights or privileges under Article 5 or Article 7, including reemployment preference, as do members of the bargaining unit.

8. Any teaching assignment provided under the terms of this Memorandum, either as part of load or for extra compensation, shall not be construed as an Article 7 assignment.

9. Article 7 rights/limitations upon return to faculty status:

   (a) For faculty with reemployment preference who become *Interim* Administrators in the positions identified on Attachment A or B: A maximum of three (3) consecutive quarters of management service shall not be counted as part of the six (6) consecutive quarters that constitute a break in service under Article 7.7. If a break in service has not occurred and the Interim Administrator returns to faculty status, he or she shall retain reemployment preference and be eligible to receive an assignment in accordance with Article 7.6 during the first quarter of return to faculty status provided that any assignment request complies with the division/department scheduling procedures and timelines. A request for Article 7 assignment filed late shall be subject to the availability of remaining (unfilled) assignments.

   (b) For all other Administrators (including those with prior faculty service) in positions identified on Attachment A or B:All of the provisions of Article 7 shall apply, and no request for assignment under Article 7 shall be made until the employee has returned to faculty status.

10. Article 26 rights/limitations upon return or change to faculty status:
The tier placement for assignment under Article 26 shall be determined by the status of the employee at the time the summer schedule is initially developed. That is, if the employee is in faculty status at that time, placement shall be 26. 1.1, 26.1.2, or 26.1.5 as appropriate; if the employee is in management status at that time, placement shall be 26.1.7.

11. The District agrees to forward to the FA, during the fourth week of each quarter, a list of all administrators who have received a teaching assignment for that quarter and specifying whether or not the assignment is part of the management

duties. In addition, during the second week of summer session, the District agrees to forward a list of all administrators who have received a teaching assignment for extra compensation during the summer session.

This Memorandum of Understanding supersedes the prior MOU on this issue, dated December 4, 2009, and shall remain in force until June 30, 2011 and may be extended by mutual agreement.

Dated August 4, 2010

Article 7-Part-Time Faculty
Article 22A-Paid Benefits for Part-Time Faculty
Appendices B.1, C, D, E, G-Salary Schedules

MEMORANDUM OF
UNDERSTANDING BETWEEN
FOOTHILL-DE ANZA COMMUNITY COLLEGE
DISTRICT AND
FOOTHILL-DE ANZA FACULTY
ASSOCIATION

This Memorandum of Understanding is entered into by and between the Foothill-De Anza Community College District ("District") and the Foothill-De Anza Faculty Association ("FA").

The District and FA wish to reaffirm the Tentative Agreement signed by the parties in March 2007 on the local definition of parity for part-time faculty. The four components of the District's parity definition, and the associated costs of that goal, are described herein.

PART 1. COMPARABLE DUTIES COMPENSATION EQUITY

The parties agree that part-time and full-time classroom faculty shall be paid equally for comparable duties: classroom contact, preparation and assessment, student communication and correspondence. These duties constitute 77.5% of the duties of a full-time faculty member, and thus part-time faculty shall be paid at 77.5% of the full-time faculty Schedule A.

The 77.5% goal shall be attained over a four-year phased-in modification of Schedule C (originally 70% of Schedule A) to a revised Schedule C (77.5% of Schedule A) in accordance with the Memorandum of Understanding signed by the parties on January 6, 2006. The staged increase will be Year 1 (2006-07), 72%; Year 2 (2007-08), 74%; Year 3 (2008-09), 76%; and Year 4 (2009-2010), 77.5%.

This improvement shall be funded with the current State Equity Funds provided to the District, in the amount of $1,475,772; the District shall provide additional funding in Year 4.

Estimated Cost of Part 1: $250,000
Budget Assumptions: The Equity Funding for the District is $1,475,772. Gradually applying state part-time equity funding to the salary schedules over the next four years is estimated to cost $1,725,715.

This parity definition component shall apply to classroom faculty paid on Schedule C only.

PART 2. SALARY SCHEDULE EQUITY

The parties agree to expand Schedules C, D, E, and G from the current six (6) to thirteen (13) steps, commensurate with the full-time Schedule A. Schedule B1 (Part-

Time Child Development Faculty) shall be expanded from six (6) to eight (8) steps commensurate with the full-time Schedule B.

This improvement shall be dependent upon, and the first priority for, increased augmentation to the State Equity Funds as agreed by the parties on May 3, 2006.

Estimated Cost of Part 2: $3,000,000.
Budget Assumptions: The part-time cost of instruction (1320 budget) is $24,572,568, (*FHDACCD Approved Budget, 2006-07).* An increase from Step 6 to 13 on Schedule A will increase costs by approximately 25%. Currently, 50% of the part-time classroom faculty are placed on the top step or the longevity step of Schedule C and will move to the new Steps 7-13. Currently, 100% of the part-time child development faculty are placed on the top step or the longevity step of Schedule B1 and will move to the new Steps 7 and 8.

PART 3. OFFICE HOURS EQUITY

In addition to the comparable duties described in Part 1, the parties agree to expand the current Paid Office Hours Program (one paid office hour per week) to provide one paid office hour per week/per assignment, to a maximum of 4 hours per week, to approximate the office hour obligation for full-time faculty. The program shall remain an elective option for part-time faculty.

This improvement shall be dependent upon an increase in the funding described in Education Code Section 87885 and/or State Equity Funds remaining after expansion of the salary schedules (or equivalent dedicated funding).

Estimated Cost of Part 3: $1,569,522.
Budget Assumptions: The actual cost in 2005-06 of the current Paid Office Program providing one office hour/assignment was $924,414. The program expansion is expected to double the cost to $1,848,828 (2 x $924,414), less the current State reimbursement of $279,306.

PART 4. PAID BENEFITS EQUITY

The parties agree that health benefits shall be provided to eligible part-time faculty in accordance Education Code Sections 87860 through 87868. Part-time faculty employees and their dependents have access to the same Kaiser Foundation Health Plan as full-time faculty. The District pays the full cost of the annual premium for faculty providing 50% annual load or one-half the premium cost for part-time faculty providing annual load between 40 and 49%. The program became effective in August 1998.

Estimated Cost of Part 4: $1,000,000
Budget Assumptions: The projected cost of health benefits for part-time faculty in 2006-07 is $1,062,504. The projected State reimbursement is $68,356.

OTHER EQUITY ISSUES

In addition to the four components described above, the parties agree to continue discussion on additional issues related to part-time parity, including the following:

(a) Professional Participation Equity Expansion of compensated in-service, professional development opportunities for part-time faculty and compensated participation in department/division or programmatic responsibilities.

(b) The appropriate pro-rata compensation for comparable duties for part-time librarians, counselors, and resource faculty paid on Schedule G (currently equivalent to 83-104% of the full-time faculty Schedule A, depending upon the number of hours assigned per week).

(c) The appropriate pro-rata compensation for comparable duties for part-time child development faculty paid on Schedule B1 (currently equivalent to 87.5% of the full-time faculty Schedule B, based on a 35-hour assigned-time week).

Dated: February 27, 2008

Articles 6 and 7

MEMORANDUM OF
UNDERSTANDING BETWEEN
FOOTHILL-DE ANZA COMMUNITY COLLEGE
DISTRICT AND
FOOTHILL-DE ANZA FACULTY
ASSOCIATION

This Memorandum of Understanding is entered into by and between the Foothill-De Anza Community College District ("District") and the Foothill-De Anza Faculty Association ("FA").

The District and FA wish to modify the provisions of Article 6 – Evaluation in order to provide the expertise necessary for appropriately evaluating the faculty serving in the Foothill Apprenticeship Program.

The parties acknowledge the following:

a) The Foothill Apprenticeship Program is operated in conjunction with six trade unions—Electrical, Sheet Metal, Plumbing and Pipefitting, Sound and Communications, Ironworkers, and Elevator Constructors—in a number of off-site locations throughout California (including the counties of Alameda, Contra Costa, Eureka, Fresno, Humboldt, Kern, Marin, Monterey, Napa, Sacramento, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, Solano, Sonoma) and in Reno, Nevada.

b) The program employs part-time faculty who are both members of their respective union and members of the Faculty Association.

c) Generally, the apprenticeship trades have a management staff with the following hierarchal structure: Training Director (or designee), Training Coordinator, and Curriculum Coordinator (or designee). Not all of the trades have a Training Director, but when they do, that person typically is physically located at a regional office and has many broad management responsibilities. Each trade has a Training Coordinator in charge of the site school and faculty assignments. When a trade has a Curriculum Coordinator, that person has some management duties with primary responsibility for curriculum. Occasionally, the Training Coordinator and the Curriculum Coordinator also teach.

In order to accommodate the differences in personnel and reporting structure of the Apprenticeship Program, the parties agree to modify Article 6 and the evaluation provisions of Article 7 as follows:

1) The Training Coordinator shall perform the official administrative evaluation of a part- time faculty employee, except as noted below. For the purpose of

evaluation, the Training Coordinator shall function in the role normally assigned to the Dean or appropriate administrator/management employee.

2) The Training Coordinator may designate the Curriculum Coordinator to perform the official administrative evaluation. When such a designation is made, the Curriculum Coordinator shall function in the role normally assigned to a full-time faculty employee. The part-time faculty member shall be notified, in advance, that the Curriculum Coordinator shall be acting as the Training Coordinator's designee.

3) In cases where the Training Coordinator is also employed as a part-time faculty member, the Training Director shall be the appropriate administrator/management employee for the purpose of conducting the official administrative evaluation of the individual.

4) The Vice President of Workforce Development and Instruction shall be the appropriate Vice President to sign the Appendix J1 evaluation.

5) In the event that a part-time faculty member in the Apprenticeship Program disputes his or her evaluation, the employee shall be advised to contact FA.

6) In the event that the provisions of Article 7.9 or 7.10 are invoked, the Vice President of Workforce Development and Instruction shall (a) concurrent with notice to the affected part-time faculty employee under Article 7.9 or 7.10, notify the Faculty Association of the identity of the affected part-time faculty employee and the cause for the contemplated termination of reemployment preference, and, (b) provide copies of relevant evaluations and any related documents.

The parties also agree that, with the exception of these seven modifications, all the other provisions of Article 6 and Article 7 shall apply to evaluation of part-time faculty in the Apprenticeship Program.

The parties further agree that the modifications described in this Memorandum shall become effective subsequent to an initial training session offered jointly by the District and FA for the purpose of familiarizing the Training Directors, Training Coordinators, and Curriculum Coordinators covered by this agreement with the evaluation processes and protocols delineated in Articles 6 and Article 7.

Finally, the parties agree (a) that the modifications specified above shall apply only and exclusively to part-time faculty in the Apprenticeship Program and none other; and, (b) to discuss and resolve in Contract Review all situations that arise from the modifications specified above.

Dated: July 29, 2010

Articles 7 and 9

MEMORANDUM OF
UNDERSTANDING BETWEEN
FOOTHILL-DE ANZA COMMUNITY COLLEGE
DISTRICT AND
FOOTHILL-DE ANZA FACULTY
ASSOCIATION

This Memorandum of Understanding is entered into by and between the Foothill-De Anza Community College District ("District") and the Foothill-De Anza Faculty Association ("FA").

The District and FA wish to resolve the issue of De Anza Nursing Department clinical lab loads: Nursing 81L, Nursing 82L, and Nursing 84L for the reasons stated below and in the way described below.

The parties acknowledge that, currently, due to the clinical lab load factor (0.239) of these courses, part-time nursing faculty are limited to two and a half quarters of assignment with a total academic load of 60 percent. A clinical lab assignment in all three quarters would bring a part-time faculty member to 72 percent, well beyond the 67 percent allowable under Article 7 and the Ed Code.

The parties further acknowledge that part-time nursing instructors are primarily assigned to supervise the clinical performance of the students in the hospitals, working closely with full- time faculty, who act as lead instructors. Since there are no final exams in the clinical courses, part-time nursing faculty are not required to teach or provide service during the last week of
the quarter.

The parties also acknowledge their agreement with rationale provided by the Nursing Department:

> The proposed change will provide substantial benefits for students, the nursing program, faculty, hospitals, and De Anza College.
>
> *For students, the benefits will:*
> 1. Provide instructor continuity in the clinical setting.
> 2. Afford consistency of instructor's expectations.
>
> *For the nursing program, the change will:*
> 3. Strengthen program quality.
> 4. Improve work-force stability. It is extremely challenging to mentor a clinical instructor for only 6 weeks. It is quite unusual for part-time faculty who work only six weeks for De Anza College, to repeat their assignment the following year. They usually find more permanent jobs and do not come back for such a brief assignment.
>
> In addition, with new federal regulations, some hospitals require that each faculty member to be screened by background checks, fingerprinting, and drug testing, in addition to orientation to multiple policies/procedures and use of

hospital equipment. All these requirements are so time consuming, that many instructors decline the six- week assignment.

For faculty, the change will:

5. Enhance collaboration of full-time and part-time faculty over the full academic year.

6. Foster part-time faculty members' sense of belonging and commitment to De Anza College, knowing that they have the full year assignment.

For hospitals, the change will:

7. Cultivate instructors who are very familiar with policies and procedures.

8. Facilitate consistency in instructor's clinical practice and communication with staff.

9. Result in improved client care and client safety.

For De Anza College, the change will:

10. Maximize efficient use of personnel.

11. Maximize use of financial resources by aligning compensation with duties.

Given the reasons provided in Paragraphs 2 and 3 above and the Nursing Department rationale provided directly above, the parties agree that the load factor for Nursing 81L, Nursing 82L, and Nursing 84L, when taught by part-time faculty, shall be .222.

The load factor of .222 is based on the following calculation: Currently full- and part-time faculty have a 12-week quarter for a load factor of .239. Each week, therefore, is equivalent to .0199 of that load factor, rounded to .02. Because part-time faculty employees have no responsibilities during Week 12 for a clinical lab assignment, the load factor for Nursing 81L, Nursing 82L, and Nursing 84L, when taught by a part-time faculty employee should be adjusted to an 11-week quarter with a load factor of .222 (11 weeks x .02).

The parties agree that this adjustment will both (a) ensure that part-time faculty compensation is commensurate with duties; and, (b) enable part-time faculty to teach three (rather than two- and-one-half) assignments per academic year.

The parties further agree that (a) the numbering for Nursing 81L, Nursing 82L, and Nursing 84L, when taught by part-time faculty, shall be coded in a way to clarify the appropriate load factor for salary purposes; and (b) that this load factor modification shall not affect the articulation, credentialing, and licensing requirements of these courses with the Board of Registered Nurses.

August 4, 2010

Article 7-Part-Time Faculty
Article 9-Load and Class Size
Article10-Hours and Scheduling

MEMORANDUM OF
UNDERSTANDING BETWEEN
FOOTHILL-DE ANZA COMMUNITY COLLEGE
DISTRICT AND
FOOTHILL-DE ANZA FACULTY
ASSOCIATION

This Memorandum of Understanding is entered into by and between the Foothill-De Anza Community College District ("District") and the Foothill-De Anza Faculty Association ("FA").

The District and FA wish to resolve the matters related to load for Teachers at the Child Development Center at De Anza. This Memorandum of Understanding shall supersede the prior agreements on this matter as contained in the MOUs of August 6, 1996, August 2, 2001, and June 11, 2003.

Load

The District and FA hereby agree that the full-time annual load for Child Development Teachers shall consist of a 40-hour workweek, which shall include 31.5 hours of "contact time" (assigned class time), 2 hours of required staff meeting (normally on Friday afternoons), 4 hours of "professional time," and 2.5 hours of lunchtime.

"Contact time" is defined as the supervision of children and other related duties including responsibilities with student teachers (such as contact meetings and mid- and end-quarter conferences), student assistants, parent volunteers, and other authorized observers in the classroom. When necessary, contact time may be used for special parent conferences scheduled at the convenience of the parent and for professional responsibilities and contributions (such as conferences and committee participation) that cannot be scheduled outside the contact time. Should this occur, classroom coverage shall be provided.

"Professional time" is defined as those activities that take place outside the contact time and may include, but are not limited to, documentation and other paper work, preparation for class including acquisition of materials, small group and/or individual curriculum planning, parent- teacher conferences, student teacher evaluation, participation on committees and in shared governance, staff meetings that may be scheduled in addition to the regular Friday staff meeting, other related program responsibilities, and professional contributions as described in Article 10.7. Professional time will constitute 10 percent of the workweek.

Hours and Scheduling

For regular full-time teachers who work Monday through Friday, the workweek shall consist of 40 hours and shall normally adhere to the following pattern: 6.5 hours of contact time and 0.5 hour of lunch Monday through Thursday, 5.5 hours of contact time, 0.5 of lunch, and 2 hours of required staff meeting on Friday; the remaining 4 hours of the workweek will be used for professional time. The schedules for Teachers with a workweek shorter than five days shall maintain the same proportions as described above,

although the 40-hour workweek shall be shortened by 0.5 for each day on which no service is performed. Regardless of the configuration of the weekly schedule, the contact time shall remain fixed at 31.5 hours.
For regular teachers with 75 percent contracts, the workweek shall consist of 30 hours, which shall normally adhere to the following pattern: 22.5 hours of contact time, 2 hours of required staff meeting, 3 hours of professional time, and 2.5 hours of lunch. The schedules for Teachers with a workweek shorter than five days shall maintain the same proportions as described above, although the 30-hour workweek shall be shortened by 0.5 for each day on which no service is performed. Regardless of the configuration of the weekly schedule, the contact time shall remain fixed at 22.5 hours.

For part-time teachers, the workweek shall consist of up to 20 hours, which shall include contact time, 2 hours of required staff meeting, and a proportionate amount of professional time (10 percent of the workweek). Break time shall be provided as legally required.

After the contact hours are scheduled, teachers will use professional discretion in scheduling the time and place of their professional time.

Teachers may also be asked in emergency situations to extend or otherwise adjust their contact time in order to provide adequate supervision of children when another Teacher is absent.

Staffing

The current Child Development Center Staffing Plan includes the following:

1. The Dean of Child Development and Education shall provide liaison services to the Child Development Center. Twenty-five (25) percent of the Dean's salary shall be charged to Fund 26 in 2004-05. In subsequent years, no more than ten (10) percent of the Dean's salary shall be charged to Fund 26.

2. A CDC Director, an Educational Administrator below the level of a dean, shall provide daily on-site supervision of the CDC. The Director shall report to the De Anza Vice President of Finance and College Services.

3. A Site Supervisor, a 75 percent faculty position, shall provide scheduling and coordination for the CDC. The Site Supervisor shall be selected by the CDC Director (or, if no Director is in place for 2004-05, by the Vice President of Business and College Services) after consultation with the Teachers. The assignment of a Teacher as a site supervisor shall be subject to mutual agreement between the Teacher and the appropriate administrator as identified above.

4. Teachers: 7 Teachers at 100 percent; 3 Teachers at 75 percent; and at least 8 part-time teachers employed in accordance with Article 7.2.4 and Article 7.3. Additional Part-time Teachers may be hired contingent on the growth and needs of the CDC program.

5. Student Assistants shall be employed at the CDC to assist with routine support activities such as classroom maintenance, setting up activity records, meal and snack preparation, food ordering, record keeping including attendance reports, and performing observations for child assessment as per state requirements. Teachers will participate in the selection, orientation, and training of the Student Assistants and assist in their direction. The Student Assistants are intended to relieve CDC

Teachers of some routine duties and shall be scheduled, assigned, and supervised by the Site Supervisor and the Director (or, in 2004-05, if no Director is in place, the Vice President).

The District and FA further agree to the following:

1. The staffing levels for the Child Development Center shall be in compliance with Title 5, Chapter 13, Sections 18290, 18291, and 18292.

2. Classified employees and/or Student Assistants shall not perform duties that are appropriate only to Teachers as defined by the terms of the *Agreement*, the Education Code, and Title 5.

3. Should classified employees with Child Development Teacher Permits be hired at the CDC, the parties shall mutually agree on the distinctions between the job responsibilities of CDC Teachers and those classified employees.

4. Assignments shall be made in accordance with Article 10.

5. In the event that the District plans to reopen on the Foothill Campus, a Child Development Center or a Child Care Center, or any other Foothill College child care facility, the staffing shall be negotiated with the Faculty Association, with the intent of preserving the employment of current CDC Teachers and allowing those who were originally hired at Foothill to return to that campus.

6. Student-teacher evaluations performed by Teachers shall be revised to coordinate with those performed by the Child Development Faculty thereby reducing duplication and time demands.

Dated: June 16, 2004

Article 7: Part-time Faculty
Article 10: Hours and Scheduling

MEMORANDUM OF
UNDERSTANDING BETWEEN
FOOTHILL-DE ANZA COMMUNITY
COLLEGE DISTRICT AND
FOOTHILL-DE ANZA FACULTY
ASSOCIATION

This memorandum of understanding is entered into by and between the Foothill-De Anza Community College District ("District or FHDA") and the Foothill-De Anza Faculty Association ("FA").

FA and the District recognize the value of Dual Enrollment (DE) as it pertains to providing instruction to more students in our service area, increasing enrollment, and providing equitable access to courses at FHDA for our diverse community members. The parties wish to memorialize their agreement regarding FHDA DE assignments offered at local high school campuses under AB 288.

The parties recognize that the instructor of record for an AB288 DE course may be compensated by either:

(1) payment by FHDA (assignment type 0, 2, or 4), or
(2) payment by the high school as part of high school employment.

This agreement outlines the process for selecting the instructor for a course and in which cases the instructor will be paid by FHDA or the high school.

In all cases in which a high school teacher is assigned a class, the teacher must have participated in the same hiring procedure as is required of any part-time faculty employee. That is, the teacher must apply to the District, meet minimum qualifications for teaching the course, and participate in an interview that includes at least one faculty member from the same discipline. The dean and faculty member(s) from the discipline must agree on the selection in order to hire the high school teacher.

Scheduling and Assigning courses:

The parties recognize that scheduling of DE classes may follow a different timeline from the typical classes scheduled at Foothill.

If a high-school partner requests that the instructor of record be their high-school instructor (who is hired by the District following the departmental interview, and the instructor is being paid by the high school as part of their contracted load for that high school), the dean is not required to follow REP process and can assign the high school instructor to the class. The assignment will be coded as assignment type 5. This is the only exception to the REP process. The department shall be notified of the course offering and enrollment.

If the high school requests the District provide an instructor, the dean shall notify all department faculty (full and part-time) of the availability of the assignment, including location and the class meeting times. If the class meeting times vary due to the high school bell schedule, faculty shall be made aware of this. The

dean shall also provide a timeline by which faculty must indicate interest in the assignment. Once interests are submitted, assignments will be distributed in accordance with Article 10 (full-time load), Article 7 (part-time or overload), or Article 26 (summer) of the Agreement, as appropriate. The assignment shall be coded as either assignment type 0, 2, or 4.

Additional Pay for High School Instructors
When the instructor of record is an employee of the high school, FHDA will compensate faculty for additional work associated with working in two course management systems and two grading systems. These instructors will receive $750 each semester they teach DE classes.

Credit toward Reemployment Preference
If a part-time assignment is paid by FHDA (assignment type 2 or 4) then it shall count toward service credit for reemployment preference. If a part-time assignment is paid by the high school (assignment type 5), it shall not count toward service credit for reemployment preference.

Term Spanning Courses and Reemployment Preference:
Because high school semesters span two FHDA quarters, many of the assignments are term spanning courses.

If a class is scheduled to span Summer - Fall, the assignment is made using Article 26 and counts as a summer assignment for scheduling. The assignment also counts as service credit in Fall for REP.

If a class is scheduled to span Fall-Winter, or Winter-Spring, the assignment is made under Article 10 or 7 in the term that the class begins. Service credit for REP is awarded in the term that the class begins.

Travel (Mileage) reimbursements:
If the DE assignment is required by the college for full-time annual load, Article 14 applies. Otherwise, traveling to and from DE sites does not qualify for mileage reimbursement.

Evaluation
All DE faculty who have been hired as FHDA part-time faculty, including those who are paid by the high school district, are subject to the same evaluation schedules and procedures as all other FHDA part-time faculty. (See Article 6 and 7 of the Agreement.). Because AB288 courses are typically scheduled using term-spanning courses to align with semesters, high school teachers must be evaluated (J1 and J2) within the first two high school semesters of instruction.

Adherence to the course outline of record (COR), required hours, and lab topics
All instructors of record for FHDA classes are required to adhere to the Course Outline of Record (content, hours, lab topics etc.) for that class.

Notification to the Faculty Association
Twice per academic year, Foothill College and De Anza College shall provide a list of all AB 288 assignments to FA. Summer and Fall assignments shall be reported to FA in October, and Winter and Spring assignments shall be reported in March. This list shall include the name of the instructor of record, the course number, assignment type, location, and duration of each assignment. In addition,

FA will be notified of which DE faculty will undergo evaluations that term.

Duration
This MOU shall sunset June 30, 2025. The parties agree to negotiate an extension or revision to this MOU in Winter or Spring 2025. If the parties fail to reach agreement on an extension or revision by June 30, 2025, all assignments to DE courses must follow the assignment processes described in Article 10 and Article 7 of the Agreement, with no exceptions to the REP process.

Dated: January 17, 2024

Article 7 Part-time Faculty and
Article 26 Summer Session

MEMORANDUM OF UNDERSTANDING
BETWEEN
FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT
AND
FOOTHILL DE-ANZA FACULTY ASSOCIATION

This Memorandum of Understanding is entered into by and between the Foothill-De Anza Community College District ("District") and the Foothill-De Anza Faculty Association ("FA").

The District and FA wish to modify the provisions of Article 7 - Part-time Faculty and Article 26 - Summer Session to meet the counseling needs in specific cohort programs at De Anza College.

The parties agree that:

De Anza College will continue to maintain a single Reemployment Preference (REP) list for all counseling assignments.

De Anza College may offer large counseling assignments for the cohort programs listed below because each of these programs/learning communities/cohorts serve students in a case management model with specific needs that require specialized knowledge about the program/area and follow up.

The following areas may offer large counseling assignments:

- Men of Color
- College Promise
- Veteran's Services
- EOPS
- DSPS
- Guardian Scholars/NextUp
- OTI
- Mental Health Services
- International Students (ISP)
- Athletics
- Math Performance Success (MPS)
- English Performance Success (EPS)
- SSRS Learning Communities

In the announcement of the availability of the assignment, each area offering a large counseling assignment must include the criteria (including the unique knowledge, skills, and experience) desired.

A "large counseling assignment" is a counseling assignment of more than 5 hours per week but not more than 15 hours per week.

All part-time counselors (including full-time overload) will be given the

opportunity to request a large assignment and the REP list will be used to assign faculty. In order to schedule appropriately, all large assignments (availability, hours per week, program) must be identified and communicated to the department scheduler before any scheduling commences. Except in the case of an unforeseen emergency, large counseling assignments may not be "late assignments."

Following the rules of scheduling of concurrent sections in instruction, if a counselor receives a large assignment of up to 10 hours per week on the first pass through the REP list, they will not receive an assignment on the second pass through the REP list. Similarly, if they receive a large assignment of more than 10 hours per week to 15 hours per week, they will not receive an assignment on the second or third pass through REP list.

Availability of all part-time counseling assignments (general and embedded), including large counseling assignments, will be publicized to all counseling faculty. Requests and preferences for all counseling assignments will be collected before scheduling commences.

A faculty member must request a large counseling assignment in order to be eligible for such an assignment. If the number of requests for large assignments exceeds the number of available large assignments, seniority date on the REP list will be the deciding factor.

Because full-time faculty are limited to two overload assignments per quarter, full-time faculty with REP may request a large assignment as an overload assignment provided the large assignment does not exceed 10 hours per week.

Faculty who are expected to help plan and participate in field trips, community events, cohort activities, etc., as part of the assignment shall have these hours included in the assigned hours each week.

The college may offer the assignment to part-time faculty counselors without REP or hire new part-time faculty counselors when no faculty with REP are able and willing to accept the assignments.

The general counseling scheduler will coordinate the use of REP and scheduling with the other area supervisors.

Dated June 12, 2024

MEMORANDUM OF UNDERSTANDING
BETWEEN
FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT
AND
FOOTHILL-DE ANZA FACULTY ASSOCIATION

This memorandum of understanding is entered into by and between the Foothill-De Anza Community College District ("District") and the Foothill-De Anza Faculty Association ("FA").

FA and the District wish to memorialize the agreement reached between the parties in regard to faculty load, load factors, and compensation for laboratory (lab) courses in all District departments and programs; except that this agreement shall not apply to lab assignments in the Allied Health (Nursing at De Anza, and all others at Foothill), Environmental Sciences (at De Anza), Apprenticeship (at Foothill), and Computer Science (at Foothill) programs, which shall be reviewed at a later time.

This agreement is the result of ongoing work of the Load Task Force, a joint effort of FA and the District. The parties enter into this agreement to establish and implement a consistent load factor for lab classes, as identified in the attached report and incorporated into this MOU by reference.

A. Effective Date

All faculty members (both part- and full-time) who teach one or more lab assignments shall be assigned load for each lab assignment as identified on the attached report effective Fall quarter 2014.

B. Laboratory Categories

The following categories and criteria shall be used to establish the load per hour for each laboratory course.

Category 1 Lab (load factor = 0.022 per hour)

Students and faculty are required to do a high level of out-of-class work that is specific to the lab and is distinct from lecture activities and/or assignments. Faculty/students engage in most of the following activities:

- Writing (graded throughout the quarter by faculty): this includes papers, pre- and post-lab activities, and lab reports.
- Quizzes/exams (graded by faculty) related specifically to lab content. These are separate from lecture quizzes and exams.
- Preparation and/or tear down of labs required by faculty.
- Lab activities generate weekly grading for faculty that is distinct from lecture assignments.

- Lab assignments typically stand-alone from week to week, rather than consist of activities related to a term-spanning project.

Examples of courses in this category:

- Physical Anthropology (ANTH 1L)
- Astronomy
- Biology
- Chemistry
- Engineering
- Physical Geography (GEOG 01)
- Geospatial Technology (GIST 12, 52, 53, 58, 59)
- Geology
- Mathematics (Math My Way)
- Meteorology
- Physics

Category 2 Labs: (load factor = 0.017 per hour)
Faculty members are required to perform the physical activity with their students and a minimal amount of out-of-class work is assigned/graded.

Examples of courses in this category:

- Dance
- PE/PHED

Category 3 Labs: (load factor = 0.016 per hour)
Students and faculty complete the majority of work during the lab period. Assessment of student work is partially completed during the lab period. Weekly lab activities are often part of a multi-week or term-spanning project. Time required for lab set-up/tear down is minimal. Labs not in Category 1 or 2 fall into Category 3.

Examples of courses in this Category:

- Adaptive Learning
- Art
- Art History
- Communications
- Graphic Design
- Horticulture
- Music
- Nanotechnology
- Photography
- Psychology
- Radio
- Sociology
- Theater

C. Laboratory Load Assignment Categories

Laboratory classes will be assigned a load factor on the following basis. No other adjustment to load or compensation for any laboratory class assignment shall be provided.

- Category 1: 0.022 per hour; or
- Category 2: 0.017 per hour; or
- Category 3: 0.016 per hour.

D. Future Changes in Laboratory Load Categories

Any future change to the laboratory load categories shall be subject to concurrence of the District and the Faculty Association.

Dated: August 7, 2014

Articles 9 and 24

MEMORANDUM OF UNDERSTANDING
BETWEEN
FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT
AND
FOOTHILL-DE ANZA FACULTY ASSOCIATION

This memorandum of understanding is entered into by and between the Foothill-De Anza Community College District ("District") and the Foothill-De Anza Faculty Association ("FA").

FA and the District wish to memorialize the agreement reached between the parties in regard to faculty load, load factors, and compensation for lecture courses as well as laboratory (lab) hours in departments and programs not addressed in the MOU dated August 7, 2014. This agreement shall not apply to lab assignments consisting of clinic hours in Allied Health (Nursing at De Anza, and all others at Foothill), nor shall it apply to lecture hours in courses consisting of a combination of lecture hours and lab hours (e.g. a Chemistry or Biology lecture with 64 students that splits into two labs of 32). The load for these courses will be reviewed at a later time.

This agreement is the result of ongoing work of the Load Task Force, a joint effort of FA and the District. The parties enter into this agreement to establish and implement a consistent load factor for lecture and lab classes, as identified in the attached report and incorporated into this MOU by reference.

A. Effective Date

Unless otherwise noted, all faculty members (both part-time and full-time) who teach one or more lecture or lab assignments shall be assigned load for each assignment as identified on the attached load table and report effective Fall quarter 2015.

B. Load factors for Lecture hours

The following categories and criteria shall be used to establish the load per hour for each lecture course:

Category A (Standard) Lecture Rate: (hourly load factor = 1/45 or approx. 0.022)
Applies to all lecture courses with a maximum class size of 40 students or fewer, except that this category shall not apply to composition courses in English, English as a Second Language, Creative Writing, nor shall it apply to screenwriting courses at De Anza.

Category B (High) Lecture Rate: (hourly load factor = 1/40 or 0.025)
Applies to all lecture courses with a maximum class size of 50 or more, as well as to composition courses in English, English as a Second Language, and Creative Writing. In addition, screenwriting classes at De Anza (F/TV 60A/B/C and F/TV 64A/B/C) shall

be considered Category B lecture courses.

The parties agree that courses in this category typically include a writing component. Because the wording on course outlines in relation to writing requirements (word count, type of writing, number of papers, etc.) is often dictated by articulation requirements to UC/CSU, no specific writing requirement is included in this agreement.

In addition, during the 2015-16 academic year, the parties agree to address any remaining courses with assigned load that is inconsistent with the above lecture load categories.

C. Additional courses with Category 1 lab hours

In accordance with the lab categories established in the lab load MOU dated August 7, 2014, lab hours in the following courses at Foothill College shall be considered Category 1 lab hours effective Fall 2015.

EMT 303	PHT 52A	RSPT 51C	VT 70
EMT 305	PHT 52B	RSPT 60C	VT 72
EMT 305	PHT 53	RSPT 1B	VT 75A, 75B, 75C
EMTP 60B	PHT 56A	VT 54A	VT 81
EMTP 61B	PHT 56B	VT 54B	VT 84
EMTP 62B	PHT 61	VT 55	VT 85
HLTH 55	RSPT 50A	VT 56	VT 87A, 87B, 87C

D. Lab hours in Computer Science (CS) at Foothill

In accordance with the lab categories established in the lab load MOU dated August 7, 2014, lab hours in CS at Foothill shall be considered Category 3 lab hours effective Summer 2016. For the 2015-16 academic year, CS courses with three lab hours will receive a load factor of 0.032 for the three lab hours.

E. Maximum Class Size

The maximum class size for each course in the District shall be as indicated on the attached lists of courses from Foothill and De Anza.

The parties agree that students in basic skills classes in Math, English, and ESL benefit from a smaller class size. Thus, to address the long-standing differences in maximum class size between the campuses, the parties agree that at both campuses:

- Basic Skills Math classes shall have a maximum class size of 35,
- Transfer level Math classes shall have a maximum class size of 40,
- Basic Skills English and ESL classes shall have a maximum class size of 25, and,
- Transfer level English and ESL classes shall have a maximum class size of 30

These maximum class sizes are reflected on the attached lists.

The maximum class size indicated on the attached lists shall be the class size entered in the registration system, unless:

(1) a course is scheduled in a classroom with a capacity smaller than the maximum class size. In such a case, the division dean shall lower the maximum class size in the scheduling system to the capacity of the room. Any such decrease shall not be precedent setting and the course shall return to the established maximum class size at the conclusion of the assignment; or

(2) In accordance with Article 34.3, a faculty member assigned a distance learning (online) course requests that the maximum class size be increased for his or her section, in order to facilitate enrollment and/or offset attrition. In such a case, the division dean shall increase the maximum class size in the scheduling system to the number requested by the faculty member. Any such increase shall not be precedent setting and the course shall return to the established maximum class size at the conclusion of the assignment.

Any future change to the attached lists shall be subject to negotiations between the District and FA

During the 2015-16 academic year, the parties agree to review the maximum class size in Creative Arts at De Anza and Fine Arts at Foothill to better understand facilities and safety issues related to maximum class sizes in these areas.

F. Calculation of Load Factors

Because load factor calculations affect step movement on the salary schedule and benefit eligibility for part-time faculty, the parties agree to use the attached load factor table when calculating load for lecture and lab courses, rounding to three decimal places. The values in the table are calculated as follows:

Course Hours	Load Factor Calculation
Category A (Standard) Lecture	(Lecture Hours per week) / 45
Category B (High) Lecture	(Lecture Hours per week) / 40
Category 1 Lab	(Lab Hours per week) / 45
Category 2 Lab	(Lab Hours per week) / 60
Category 3 Lab	(Lab Hours per week) / 63
Non-Credit Hours (any)	(Hours per week) / 66
Apprenticeship (any)	(Total Course Hours) x (0.0015)

Load factors for clinical lab hours are currently calculated as (Lab hours per week) / 72. This calculation will be reviewed in future Load Task Force discussions.

G. Future Changes in Load

Any future change to the lecture and laboratory load categories or associated load factors shall be subject to concurrence of the District and the Faculty Association.

Dated: August 6, 2015

MEMORANDUM OF UNDERSTANDING
BETWEEN
FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT
AND
FOOTHILL-DE ANZA FACULTY ASSOCIATION

This memorandum of understanding is entered into by and between the Foothill-De Anza Community College District ("District") and the Foothill-De Anza Faculty Association ("FA").

FA and the District wish to memorialize the agreement reached between the parties in regard to faculty load, load factors, and compensation for lecture courses in all District departments and programs.

This agreement is the result of ongoing work of the Load Task Force, a joint effort of FA and the District. The parties enter into this agreement to establish and implement a consistent load factor for lecture and lab classes, as identified in the load table and incorporated into this MOU by reference.

A. Effective Date

All faculty members (both part- and full-time) who teach one or more lecture or lab assignments shall be assigned load for each assignment as identified on the attached load table Fall quarter 2016, with the exception of the courses listed in Section E below.

B. Additional Courses with Category B (High) Lecture Hours

In accordance with the load factors defined in the MOU Dated August 6, 2015, the parties agree that critical thinking courses in Philosophy at each campus (PHIL 3 at De Anza and PHIL 1 at Foothill) shall have Category B lecture load with a maximum class size of 35.

C. Additional Courses with Category 1 Lab Hours

In accordance with the lab categories established in the lab load MOU dated August 7, 2014, the parties agree that ANTH 13L and RSPT 61A at Foothill shall have Category 1 lab hours.

D. Clinical Lab Hours

The parties agree that clinical lab courses in the Allied Health programs at Foothill and in the HOPE program at De Anza are given a load factor of 1/72 per hour, or approximately 0.014 per hour. In addition, the clinical coordinator in the DH, RSPT and PHT courses at Foothill College shall be granted additional load of 0.03 per course for coordination duties.

Clinical lab courses in Dental Assisting, Veterinary Technology, Radiation Technology, and Diagnostic Medical Sonography are excluded from additional load for clinical coordination.

The parties also agree that load shall be assigned to the clinical lab courses in Nursing at De Anza in accordance with the MOU dated August 4, 2010.

E. Exceptions to the Load Table

i) The parties agree that due to timing of curriculum changes, the following courses are given an extension to the timeline to comply with the load table. The following courses shall comply with the load table by Fall 2017:

De Anza College – EWRT 30, EWRT 40, EWRT 41, EWRT 42, LART 200, LART 211
Foothill College – ACTG 51A ACTG 51B, ACTG 51C, ACTG 64A, ACTG 64B, ACTG 65, ACTG 68A, ACTG 68B

ii) The parties agree that load for MUS 25 at De Anza College shall be assigned in accordance with the MOU dated May 11, 2016.

iii) The parties agree that load for internship courses in Social Sciences at De Anza College shall be assigned according the table below. A single faculty member shall be assigned to each department's set of internship courses (64, 64X, 64Y, 64Z) and the number of students enrolled in each set of internship courses shall be determined on census day for the quarter. The maximum enrollment in the set of internship courses shall be 20 students. The parties also agree that students enrolled in internship courses shall be placed at an outside agency, which includes the Faculty Association – Political Action Committee internship program.

Combined enrollment in 64, 64X, 64Y, 64Z	Load Factor
1 – 10	0.016
11 – 20	0.032

F. Maximum Class Size

The maximum class size for each course in the District shall be as indicated on the attached lists of courses from Foothill and De Anza, dated June 29, 2016.

The parties agree that students in basic skills classes in Math, English, and ESL benefit from a smaller class size. Thus, to address the long-standing differences in maximum class size between the campuses, the parties agree that at both campuses:

- Basic Skills Math classes shall have a maximum class size of 35,
- Transfer level Math classes shall have a maximum class size of 40,
- Basic Skills English and ESL classes shall have a maximum class size of 25, and,
- Transfer level English and ESL classes shall have a maximum class size of 30

These maximum class sizes are reflected on the attached lists.

The maximum class size indicated on the attached lists shall be the class size entered in the registration system, unless:

(1) a course is scheduled in a classroom with a capacity smaller than the maximum class size. In such a case, the division dean shall lower the maximum class size in the scheduling system to the capacity of the room. Any such decrease shall not be precedent setting and the course shall return to the established maximum class size at the conclusion of the assignment; or

(2) In accordance with Article 34.3, a faculty member assigned a distance learning (online) course requests that the maximum class size be increased for his or her section, in order to facilitate enrollment and/or offset attrition. In such a case, the division dean shall increase the maximum class size in the scheduling system to the number requested by the faculty member. Any such increase shall not be precedent setting and the course shall return to the established maximum class size at the conclusion of the assignment.

Any future change to the attached lists shall be subject to negotiations between the District and FA.

G. Future Changes in Lecture or Laboratory Load Categories

Any future change to the lecture or laboratory load categories shall be subject to concurrence of the District and the Faculty Association.

Dated June 29, 2016

Load Table Dated June 29, 2016

Annual Base = 525		Annual Base = 467	
Category A Lecture Standard Lecture (15 hr per week)		Category B Lecture High Load Lecture (13.33 hr week)	
15 hr per week x 3 qtr= 45 hour base		13.33 hr per week x 3 qtr = 40 hour base	
Load Factor = Hrs/45		Load Factor = Hrs/40	
Hours	**Load**	**Hours**	**Load**
0.5	0.011	0.5	0.013
1	0.022	1	0.025
1.5	0.033	1.5	0.038
2	0.044	2	0.050
2.5	0.056	2.5	0.063
3	0.067	3	0.075
3.5	0.078	3.5	0.088
4	0.089	4	0.100
4.5	0.100	4.5	0.113
5	0.111	5	0.125
5.5	0.122	5.5	0.138
6	0.133	6	0.150
7	0.156	7	0.175
8	0.178	8	0.200
9	0.200	9	0.225
10	0.222	10	0.250

Annual Base = 525		Annual Base = 700		Annual Base = 735	
Category I Lab - Heavy Lab Load (15 hr per week)		Category II Lab- Physical Activity Lab (20 hr per week)		Category III Lab - Standard Lab Load (21 hr per week)	
15 hr per week x 3 qtr= 45 hour base		20 hr per week x 3 qtr = 60 hour base		21 hr per week x 3 qtr = 63 hour base	
Load Factor = Hrs/45		Load Factor = Hrs/60		Load Factor = Hrs/63	
Hours	**Load**	**Hours**	**Load**	**Hours**	**Load**
0.5	0.011	0.5	0.008	0.5	0.008
1	0.022	1	0.017	1	0.016
1.5	0.033	1.5	0.025	1.5	0.024
2	0.044	2	0.033	2	0.032
2.5	0.056	2.5	0.042	2.5	0.040
3	0.067	3	0.050	3	0.048
3.5	0.078	3.5	0.058	3.5	0.056
4	0.089	4	0.067	4	0.063
4.5	0.100	4.5	0.075	4.5	0.071
5	0.111	5	0.083	5	0.079
5.5	0.122	5.5	0.092	5.5	0.087
6	0.133	6	0.100	6	0.095
7	0.156	7	0.117	7	0.111
8	0.178	8	0.133	8	0.127
9	0.200	9	0.150	9	0.143
10	0.222	10	0.167	10	0.159

Annual Base = 840		Annual Base = 770	
Clinic Lab Load (24 hours per week)		Non-Credit Hours (22 hours per week)	
24 hr per week x 3 qtr = 72 hour base		22 hr per week x 3 qtr = 66 hour base	
Load Factor = Hrs/72		Load Factor = Hrs/66	
Hours	**Load**	**Hours**	**Load**
0.5	0.007	0.5	0.008
1	0.014	1	0.015
1.5	0.021	1.5	0.023
2	0.028	2	0.030
2.5	0.035	2.5	0.038
3	0.042	3	0.045
3.5	0.049	3.5	0.053
4	0.056	4	0.061
4.5	0.063	4.5	0.068
5	0.069	5	0.076
5.5	0.076	5.5	0.083
6	0.083	6	0.091
7	0.097	7	0.106
8	0.111	8	0.121
9	0.125	9	0.136
10	0.139	10	0.152

Category A Lecture: Courses with max class size of 40 or fewer, excluding English/ESL/CRWR composition courses and screenwriting courses (DA)	Category B Lecture: Max Class size of 50 or more OR English/ESL/CRWR composition courses and F/TV screenwriting courses at DA with smaller class sizes, Phil 1 at FH, Phil 3 at DA

Apprenticeship load factors = total hours for course x 0.0015

FH Clinical Labs, DA HOPE

Annual Base Hours = Load Factor Base X 11 2/3 (Weeks in the Quarter)

DA Nursing Load Factors in accordance with MOU dated August 4, 2010.
DA Internship courses in SSH loaded in accordance with MOU dated June 29,2016.
DA Music 25 Load in accordance with MOU dated May 11, 2016.

Article 9-Load and Class Size

MEMORANDUM OF
UNDERSTANDING BETWEEN
FOOTHILL-DE ANZA COMMUNITY COLLEGE
DISTRICT AND
FOOTHILL-DE ANZA FACULTY
ASSOCIATION

On September 20, 1983, the negotiating teams representing FA and the Board reached tentative agreement on Article 9, Load and Class size. As a portion of the agreement, there was an understanding that in Section 9.5 the term "preparation" means in part a single class in which are combined more than one level of the same subject, for example, French 4, 5, 6 or Art 37A, 37B, 37C. In addition, there was an understanding that Section 9.5 prescribes a standard number of preparations that does not necessarily include any preparation that may result from implementation of Sections 11.1 and 11.2 of Article 11, Class Cancellation, on which the teams reached tentative agreement on May 13, 1983.

Dated: September 20, 1983

Article 9 – Load and Class Size

MEMORANDUM OF UNDERSTANDING
BETWEEN
FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT
AND
FOOTHILL-DE ANZA FACULTY ASSOCIATION

This Memorandum of Understanding is entered into by and between the Foothill-De Anza Community College District ("District") and the Foothill-De Anza Faculty Association ("FA").

Due to programmatic implications of potential class cancellations, the parties wish to memorialize their agreement regarding the load and class size exceptions for the 2025-2026 college year. The courses listed below allow for either multiple delivery methods to be used for the same course (online asynchronous, online synchronous, and face-to-face, including hybrid combinations) for single load, also known as "multiple modality" courses, or allow for two or more skill levels (e.g. beginning and intermediate or level 1,2,3) to be taught at the same time for single load, also known as "stacked" courses.

In addition, shared load may be applied to non-credit and credit courses that are taught at the same time in a combined class (e.g. EMS), also known as "Mirrored" classes. The seat count for a mirrored class shall be limited to the seat count established for the credit course.

The parties agree that mutual agreement between the dean and the individual faculty member regarding a shared load schedule is required, and that if the enrollment in both sections, when offered as either multiple modality or stacked, reach 20 or more prior to the use of any add codes, then both sections of the course will be loaded.

At Foothill College, Honors courses are open to all students and do not require any special clearance or admission to the program. When honors courses are stacked with regular courses, the combined maximum enrollment shall be 80 percent of the regular maximum enrollment. That is, a course with a max class size of 50 shall have a combined (regular and honors stacked) max class size of 40 with no more than 15 seats in the honors section. And a course with a max class size of 40 shall have a combined (regular and honors stacked) max class size of 32 with no more than 12 seats in the honors section.

DE ANZA COLLEGE		
AT/CB Division		
Department	Multiple Modality	Stacked Levels
Auto Technology		AUTO 60A/60B AUTO 60D/60E AUTO 60F/60G AUTO 60H/60J AUTO 61A/61B AUTO 67A/67B AUTO 367A/367B AUTO 67G/67J AUTO 367G/367J

Computer Information Systems	All CIS courses	
Design and Manufacturing Technology	DMT 60A DMT 61A DMT 62A DMT 63A DMT 64A DMT 65A DMT 66A DMT 67A DMT 68A DMT 73A	DMT 61A/62A DMT 62A/63A DMT 65A/68A DMT 61A/64A DMT 62A/64A DMT 63A/64A DMT 65A/66A DMT 65A/67A DMT 80/84A DMT 84A/84B DMT 84B/84C DMT 101 to DMT 110 DMT 201 to DMT 205 DMT 77A to DMT 77X (Special Projects, no load)
Creative Arts Division		
Department	Multiple Modality	Stacked Levels
Photography	PHTG 57AB (1) hybrid	PHTG 4/5 PHTG 57AB PHTG 54,2, 3 PHTG 2 W/3 PHTG 58AB
Art		ART 3TC, WMST 3C ART 10AB ART 14ABC ART 15ABC ART 16ABC ART 18BCE, 20 ART 18A,19H-M and 18D ART 19M and 19E ART 37ABC ART 55BC ART 58ABC
Dance		DANC 22KLM DANC 23ABC DANC 23LMN DANC 24ABC DANC 25AB DANC 37ABC
Film/TV		FTV 1, 1H FTV 2A, 2AH FTV 2B, 2BH FTV 2C, 2CH FTV 71GH FTV 72GHJ FTV 57AB FTV 60BC FTV 60BC, 64A FTV 44AB

		FTV 64ABC
Music		MUSI 3ABC MUSI 3C and 4A MUSI 4ABC MUSI 6ABC MUSI 9ABC MUSI 12ABC MUSI 12BC,18ABC MUSI 13ABC MUSI 13ABC, 41V MUSI 20,41,22 MUSI 20, 21 MUS 21, 41W MUSI 14ABCD MUSI 16AB MUSI 34,41,45 MUSI 35, 41W MUSI 42,41 MUSI 31,41 MUSI 48ABC,41 MUSI 50ABC,13ABC MUSI 8,51
Theatre		THEA 20ABC THEA 80AB
Language Arts Division		
Department	Multiple Modality	Stacked Levels
Honors Courses		Except for standalone EWRT 1AH and EWRT 2H classes, all EWRT, COMM, and ELIT Honors sections are stacked with the regular section
Journalism		JOUR 61A/61B/61C JOUR 62A/62B/62C/62D/62E/62F
EWRT		EWRT 65A/65AX/65B/65BX/65C/65CX EWRT 68A/68AX/68B/68BX/68C/68CX
Physical Education Division		
Department	Multiple Modality	Stacked Levels
Kinesiology		KNES 1B, C, D KNES 5A, B KNES 11A, B KNES 12A, B KNES 12H, J KNES 19A, B KNES 29A, B KNES 31A, B, C KNES 32A, B, C, D KNES 37E, 38A, B, C, D KNES 39 A, B, C KNES 9A, B KNES 12D, E

		KNES 30A, B,C KNES 32E, F KNES 37A, B, C, D KNES 40A, B, C KNES 41A, B, C
Intercultural/International Studies Division		
Department	Multiple Modality	Stacked Levels
Spanish	SPAN 1, 2, 3, 4, 5, 6	SPAN 4 and 5 SPAN 4 and 6 SPAN 5 and 6
Mandarin	MAND 1, 2, 3, 4, 5, 6	MAND 4 and 5 MAND 4 and 6 MAND 5 and 6

FOOTHILL COLLEGE		
Business and Social Sciences Division		
Department	Multiple Modality	Stacked
Anthropology		ANTH 1/1H ANTH 1L/1H ANTH 2A/2AH ANTH 5/5H
Business		BUSI 22/22H
Economics		ECON 9/9H
Geographic Info Systems	GIST 12	
Humanities		HUMN 3/3H HUMN 4/4H HUMN 7/7H
Political Science		POLI 2/2H POLI 3/3H POLI 9/9H POLY 15/15H
Psychology		PSYC 1/1H
Sociology		SOC 1/1H
Fine Arts, Communication, Division		
Department	Multiple Modality	Stacked
Art	ART 4A ART 4B ART 4C ART 4E ART 5A ART 5B ART 15A ART 15B ART 20 ART 47A ART 47B	ART 2A/2AH ART 2B/2BH ART 4B/C ART 4D/I/H ART 19A/C ART 19B/D ART 44, 45A/B/C ART 45B/46B ART 45F/46B ART 47A/B

Communication Studies		COMM 1B/1BH
Dance		Dance 1A/B/C Dance 2A/B/C Dance 3A/B Dance 4A/B/C Dance 11A/12A/14 Dance 18A/B
Graphic Interactive Design	GID 37 GID 44A GID 61 GID 68A	GID 53A/B/C GID 34/35
Media Studies	MDIA 1/1H MDIA 20 MDIA 52 MDIA11/11H	MDIA 1/1H MDIA 11/11H MDIA 13 / MUS 11F MDIA 13 / MDIA 30
Music	MUS 8/8H MUS 2A/2AH MUS 2B/2BH MUS 2C/2CH MUS 3A/B/C MUS 1	MUS 12A/B/C MUS 13A/B/C MUS 14A/B/C MUS 15A/B/C MUS 8/8H MUS 2A/2AH MUS 2B/2BH MUS 2C/2CH MUS 11D/E / MUS9B MUS 3A/B/C
Music Tech	MTEC 50A MTEC 51A/B/C MTEC 52A/B MTEC 53A/B MTEC 55A/B/C MTEC 57A/B/C MTEC 60A/B MTEC 62A/B/C MTEC 70A/B/C/D/E/F/G MTEC 72A/B/C MTEC 80A/B/C MTEC 82A/B/C MTEC 88A/B/C	MTEC 51A/B/C MTEC 52A/B MTEC 53A/B MTEC 55A/B/C MTEC 57A/B/C MTEC 60A/B MTEC 62A/B/C MTEC 70A/B/C/D/E MTEC 70A with 72A/B MTEC 72A/B/C MTEC 80A/B/C MTEC 82A/B/C MTEC 88A/B/C
Photography	PHOT 74A/474A PHOT 74B/474B PHOT 74C/474C	PHOT 4A/404A PHOT 4B/4C/404B/404C PHOT 5/405 PHOT 8/8H PHOT 10/10H PHOT 11/11H PHOT 72/47s PHOT 74A/74B/74C/474A/474B/474C
Theater	THTR 1 THTR 2A THTR 2F THTR 8 THTR 21A/B/C	THTR 20A/B THTR 21A/B/C THTR 25/25B/25C THTR 40A/B THTR 45A/B/C/D/E/F

	THTR 22 THTR 24 THTR 25 /B/C THTR 26 THTR 27 THTR 31 THTR 40A/B THTR 42 THTR 48G THTR 63A	THTR 47A/B/C/D THTR 48 B/C/F THTR 49A/B/C/D
Health Sciences and Horticulture Division		
Department	Multiple Modality	Stacked Levels
	None	None
Language Arts Division		
Department	Multiple Modality	Stacked Levels
Creative Writing	CRWR 25A	CRWR 39A & B CRWR 41A & B
English	ENGL 7, 12, 12A, 16, 31, 40 ENGL 43A,43B, 43AH, and 43BH ENGL 45A,45B, 45AH, and 45BH	ENGL 45A, 45AH ENGL 45B, 45BH ENGL 43A, 43AH ENGL 43B, 43BH ENGL 1A, 1AH ENGL 1B, 1BH ENGL 1C, 1CH ENGL 11, 11H
ESLL	ESLL 26 ESLL 125 ESLL 201 ESLL 226, 227, 235, 236, 248, 249 NCEL 426, 427, 428, 435, 436, 437, 451 NCEL 400, 403A, 403B, 405, 407A, 407B, 408, 425, 447, 448, 470, 471, 480	ESLL 226 and NCEL 426 (mirrored) ESLL 227 and NCEL 427 (mirrored) ESLL 235 and NCEL 435 (mirrored) ESLL 236 and NCEL 436 (mirrored) ESLL 237 and NCEL 437 (mirrored) ESLL 248 and NCEL 428 (mirrored) ESLL 201 and NCEL 451 (mirrored) NCEL 470 and 471
Japanese	JAPN 1 JAPN 2 JAPN 3	JAPN 13A, 13B, 14A, 14B
Journalism	JRNL 22A/B/C	JRNL 22A/22B/22C JRNL 53A/53B JRNL 60/61/62/64
Spanish	SPAN 1	SPAN 4,5

		SPAN 4,6 SPAN 5,6
Kinesiology and Athletics Division		
Department	Multiple Modality	Stacked Levels
Kinesiology	KINS 8A/B KINS 48 KINS 53 KINS 62A/B/C KINS 81	KINS 8A/B KINS 62A/B/C/D/E
Physical Education		Note: PHDA and PHED classes can only be stacked together if the faculty member meets min quals in both disciplines. PHED 10A/B and 11A/B with PHDA 21A/B PHED 13/13A/B/C PHED 18/18B/18C PHED 19B/C/D PHED 20 A/B, 22B/C PHED 20/B/C PHED 21A/B with PHED 22C PHED 22/22A with PHDA 24 PHED 22B/C with PHDA 19 PHED 23A/B PHED 24/24A/25A PHED 26/26A/26C PHED 27/27A/B/C with PHDA 23 PHED 33/33A/33B PHED 36A/B/C PHED 37/37A/37B PHED 38A/B/C PHED41/41A PHED 45A/46/46A with PHDA 17 PHED 22E & 47C PHED 45C & 47B/C & 49B w PHDA 15A/B/C
STEM Division		
Department	Multiple Modality	Stacked Levels
Computer Science	CS 10 CS 50A, 50B, 50C, 50D CS 53, 53B, 53C, 53D CS 55A, 55B, 55C, 55D CS 80A	

This agreement shall not be precedent setting and shall apply only to the course offerings listed above. The parties further agree to review this list and the policies related to shared load in Spring 2026. This MOU may be extended by mutual agreement.

Dated July 14, 2025

Article 10-Commencement Exercises

MEMORANDUM OF
UNDERSTANDING BETWEEN
FOOTHILL-DE ANZA COMMUNITY COLLEGE
DISTRICT AND
FOOTHILL-DE ANZA FACULTY
ASSOCIATION

FA and the Board agree that it is desirable to have approximately one half of the contract and regular faculty staff attend commencement exercises each year. While attendance is mainly a professional obligation and is not explicitly mandated by the *Agreement* FA and the Board agree to work cooperatively with each other and the Academic Senates to ensure appropriate faculty attendance.

MEMORANDUM OF UNDERSTANDING
BETWEEN
FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT
AND
FOOTHILL-DE ANZA FACULTY ASSOCIATION

This Memorandum of Understanding is entered into by and between the Foothill-De Anza Community College District ("District") and the Foothill-De Anza Faculty Association ("FA").

The District and FA agree that in accordance with Education Code Section 22138.5 for purposes of reporting STRS creditable service, the full-time equivalent (FTE) is defined as the number of days or hours of creditable service a person employed on a part-time basis would be required to perform in a school year if employed full time in the part-time position as outlined below. The parties agree to the following full time equivalencies:

1. INSTRUCTIONAL SALARY SCHEDULES:
(Load factor at 1.0/Appointment at 100% makes up an FTE)
"F4" = Quarter Instructor (**Appendix C**) Annual FTE = Assigned Salary/Appointment Percent * 3;
"F8" = Summer Instructor Annual FTE = Assigned Salary/Appointment Percent * 3;
"F1" = Non-Credit (Adult) Education (**Appendix E**) Annual FTE = Assigned Salary/Appointment Percent * 3.

2. NON-INSTRUCTIONAL SALARY SCHEDULE:
(Hours indicated below make up the 1.0 FTE for each division.)
"F6" = Quarterly Non-Instructional (**Appendix G**)
If division code is CE/ST/GU, Annual FTE = (hourly) pay rate * 1050 hours;
If division code is LB, Annual FTE = (hourly) pay rate * 1312 hours;
If division code is ND/SE Annual FTE = (hourly) pay rate * 1225 hours;
For Office Hours, Annual FTE = (hourly) pay rate * 1050 hours.

3. SUBSTITUTE SALARY SCHEDULE:
(Hours indicated below make up the 1.0 FTE for each type of service.)
"F5" = Academic Quarter Substitute Hourly Pay (**Appendix D**);
"F9" = Summer Substitute Pay **(Appendix D.1)**;
If salary schedule is for lecture pay (Grade 0001#) Annual FTE = (hourly) pay rate * 525 hours;
If salary schedule is for lab pay (Grade 0003#) Annual FTE = (hourly) pay rate * 735 hours.

4. CHILD DEVELOPMENT SALARY SCHEDULE:
(Hours indicated below makes up the 1.0 FTE.)
"FZ" = Child Development Part-Time (**Appendix B.1**)
Division code is "CD" Annual FTE = (hourly) pay rate * 1400 hours.

Dated: May 25, 2017