

UPDATES TO THE 2025-28 FA-FHDACCD AGREEMENT EFFECTIVE JULY 1, 2026

Please replace the original articles and appendices with the following updates:

ARTICLES

- Article 3 – Association Rights
- Article 6 – Evaluation
- Article 6A – Evaluation of Probationary Faculty
- Article 7 – Part-Time Faculty
- Article 16 – Leaves
- Article 18 – Reduced Workload Program
- Article 19 – Emeritus Faculty
- Article 34 – Online Learning

APPENDICES

- Appendix C – Part-time Faculty Salary Schedule
- Appendix E – Part-time Supplemental Instruction Salary Schedule
- Appendix G – Part-time Hourly Non-Instructional Salary Schedule
- Appendix H3 – 2027-28 Academic Calendar
- Appendix O3 – Recording form for Professional Activities and Projects
- Appendix Q – Required Communication and Documentation
- Appendix Z – Department Chairs and Schedulers
- Appendix AA (new) – Support and Improvement Plan
- Appendix AB (new) – Electronic notification of Required Improvement

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 4.5 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 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 occasioned 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.

Additional Evaluations

- 6.5 A regular faculty member may have additional administrative evaluations if the dean or appropriate administrator has concerns identified through a regular administrative evaluation, a peer evaluation, student evaluations, or via a pattern of behaviors or complaints. Complaints can be kept confidential, but cannot be anonymous, and complaints must be related to items on the J1 (A-G) and documented in writing.
 - 6.5.1 When an additional administrative evaluation is scheduled to address specific concerns, the additional evaluation shall normally be a joint evaluation conducted by the dean or appropriate supervisor and a tenured faculty member in the same or related discipline, unless the evaluatee declines the joint evaluation and requests to be evaluated by only the dean or appropriate administrator. The tenured faculty member who serves as the evaluator shall be mutually agreed upon by the dean and the evaluatee.

Improvement Plan

- 6.6 Excluding items related to adequate records, submitting required documentation, holding office hours, and maintaining required certifications on the appropriate Appendix J1, if the additional evaluation in Article 6.5 includes two or more unsatisfactory ratings, or if there are two consecutive evaluations with an unsatisfactory rating on the same evaluative measure, the dean may initiate a faculty Support and Improvement Plan (SIP) using Appendix AA.

- 6.6.1 The SIP (Appendix AA) shall clearly identify the areas of improvement needed, available resources that can help attain improvement, and a timeline for completion of a concluding evaluation.
- 6.6.2 The faculty member has the right to request FA representation during the improvement plan. The improvement plan shall be jointly created by the faculty member, the dean or appropriate administrator, the tenured faculty evaluator (if included), and a representative from FA, if FA representation is requested.
- 6.6.3 The SIP shall include a mid-plan progress meeting which shall include all employees who drafted the plan (6.6.2).
- 6.6.4 Human resources and the Faculty Association shall have the opportunity to review each SIP prior to implementation.
- 6.6.5 The concluding evaluation shall be conducted by those who conducted the initial evaluation in article 6.5.1, unless they are unavailable. Any replacement shall be mutually agreed upon by the evaluatee, the administration, and FA.
- 6.6.6 The SIP closes following the review of the plan outcomes by the faculty member and the dean.

Re-opener

- 6.7 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 professional development and professional responsibility requirements enumerated in Appendix I by the end of their first year in regular (tenured) status in accordance with Appendix A 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 Core Committee and the at large member shall perform at least one probationary evaluation. In addition, the Vice President or designated Associate Vice President may perform an evaluation at their discretion.

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 four professional responsibility points and a Tenure Review Committee Chair shall receive six professional responsibility points for the completion of regular and continuous service in each designated year of the tenure review process.

- 6A.4.7.1 In order to receive the appropriate professional responsibility points for the designated year, 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 points.
- 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.
 - 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 professional responsibility points for the year 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 Coordinators, the Academic Senate Presidents, and senior administrators involved in the tenure review process shall be notified of an applicable change and the way in which it will be implemented.
- 6A.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/departments 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 Number of Assignments Requested. 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.

- 7.2.3 Assignment Availability: If a department/division form allows a faculty member to indicate availability for courses or other assignments, time frame(s), or modality, and the faculty member explicitly states that they are unavailable for a course, time, or modality, then the college is not required to offer this assignment to the faculty member, independent of the requests and preferences described in 7.2.1 and 7.2.2.

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

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

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

Issuance and Acceptance of Assignment(s)

- 7.4 The offer of any Article 7 assignment is contingent on scheduling needs and enrollment.
- 7.5 An assignment is officially offered to a part-time faculty member only upon the issuance via the District Portal (<https://myportal.fhda.edu>) of an “Assignment Contract” (Appendix S1) The Assignment Contract shall be available on the District Portal at least 28 calendar days before the beginning of the quarter.
 - 7.5.1 The District shall send a “Notification of Assignment” email to the part-time faculty member at their District email address when the Assignment Contract is posted on the District Portal.
 - 7.5.2 The part-time faculty member shall indicate acceptance of the Assignment Contract via the District Portal within 10 calendar days of the date on which the Notification of Assignment email was sent. If the Assignment Contract is not expressly accepted via the District Portal within these timelines, it shall be deemed to be declined.
- 7.6 Notwithstanding Section 7.5 above, the following timelines shall apply under the specified circumstances:
 - 7.6.1 If an assignment begins later than the first week of the quarter, the part-time faculty member shall indicate acceptance of the Assignment Contract via the District Portal within 10 calendar days of the date on which the Notification of Assignment email was sent or seven calendar days after the start date of the assignment, whichever is earlier. If the Assignment Contract is not expressly accepted via the District Portal within these timelines, it shall be deemed to be declined.
 - 7.6.2 If the Assignment Contract cannot be issued at least 15 calendar days before the beginning of the quarter or (in the case of an assignment that begins later than the first week of the quarter) 15 days before the date on which the assignment is to begin, the offer of assignment may be made orally or by email. If the part-time faculty member agrees to the assignment (that was offered orally or by email), the District shall confirm the offer by posting the Assignment Contract to the District Portal and sending the part-time faculty member a Notification of Assignment email.

The part-time faculty member shall indicate acceptance of the Assignment Contract via the District Portal within 10 calendar days of

the date on which the Notification of Assignment email was sent or seven calendar days after the start date of the assignment, whichever is earlier. If the Assignment Contract is not expressly accepted via the District Portal within these timelines, it shall be deemed to be declined.

- 7.7 If a part-time faculty member has an emergency related to their home or immediate family, is ill, or if there are other extenuating circumstances which make it impossible to comply with the procedure and timelines specified in Sections 7.4 and 7.5, the faculty member shall telephone or email the Division Dean to indicate whether they will accept the assignment and to request a reasonable extension of the time within which to comply. If the Assignment Contract is not then expressly accepted via the District Portal within the approved extended timeline, it shall be deemed to be declined.
- 7.8 If circumstances prevent the issuance of an Assignment Contract via the District Portal as described in Sections 7.4 and 7.5, Assignment Contracts shall be sent via US mail or campus mail at least 28 days before the beginning of the quarter. In such an event, the part-time faculty member shall indicate acceptance of the assignment by signing and returning the Assignment Contract to the campus Payroll Office (for part-time faculty) within 14 calendar days of the date on which the Assignment Contract was sent or seven calendar days after the start date of the assignment, whichever is earlier. If the signed Assignment Contract is not received by the campus Payroll Office (for part-time faculty) within these timelines, it shall be deemed to be declined.
- 7.9 If an Assignment Contract is cancelled or withdrawn, the Division Dean shall send a notice of the action to the part-time faculty member at their District email address.

Reemployment Preference

- 7.10 Service credit shall be earned in the division or divisions in which a part-time faculty member is assigned during a quarter. After earning five quarters of service credit in a division and meeting the evaluation requirements specified in Sections 7.11 and 7.12, a part-time faculty member hired for the first time after July 1, 1988 shall have reemployment preference in the division at the college for which the service was rendered. Not later than the quarter subsequent to the one in which reemployment preference is attained, the reemployment preference list for the division shall indicate that the employee has gained reemployment preference. Denial of reemployment preference shall be based on evaluations or other contractual criteria. Part-time faculty members shall be evaluated in accordance with Article 6.2 and 6.3. Regular or contract faculty members teaching under Article 7 in the same division as their full-time assignment shall apply evaluations as full-time faculty under Article 6 and/or Article 6A toward reemployment preference.
 - 7.10.1 In divisions with non-credit offerings, two reemployment preference lists shall be maintained: one reemployment preference list for part-time faculty paid under Schedule C, Schedule C.1, or Schedule G for credit assignments, and one reemployment preference list for part-time faculty paid under Schedule C Schedule C.1 or Schedule E for non-credit assignments.

Administrative Evaluation

- 7.11 An official administrative evaluation shall be required of each part-time faculty employee, if employed in a division for three quarters, whether or not successive, at least once during that period and, if employed thereafter, at least once every nine quarters of employment, subject to the requirements of Section 7.11.2 of this article. The Board may utilize either Division Dean or appropriate academic administrator or an appropriate faculty employee (as defined in Article 6) designated by management to conduct the official evaluation of a part-time faculty employee. The use of non-management personnel for conducting official evaluations shall be pursuant to the stipulations outlined in Article 25 (Special Assignments) of this *Agreement*.
- 7.11.1 A part-time faculty member shall be evaluated on the form contained in Appendix J1.
- 7.11.2 If a part-time faculty member receives an official administrative evaluation during the first three quarters that indicates “unsatisfactory” or “needs development” and continues to be employed in a division, the employee shall be re-evaluated by the Division Dean or appropriate academic administrator prior to the end of the fifth quarter. This re-evaluation shall be performed by the Division Dean or appropriate academic administrator; it shall not be delegated to a regular or contract faculty employee. In the absence of a second evaluation, pursuant to this section, the employee shall, if otherwise eligible, receive reemployment preference at the end of the fifth quarter.
- 7.11.3 If no evaluation is conducted in the employee’s first three quarters of employment, the employee shall, if otherwise eligible, receive reemployment preference.

Student Evaluation

- 7.12 In addition to the official administrative evaluation, one student evaluation to the extent practicable based on the faculty employee’s assignment shall be completed normally during the faculty employee’s first three quarters of employment in a division, whether or not successive. The student evaluation must be completed in order for the part-time faculty employee to be eligible for reemployment preference. If the student evaluation indicates areas of concern, the Division Dean or appropriate academic administrator may require a second student evaluation before the end of the fourth quarter. After reemployment preference is attained, a student evaluation to the extent practicable shall be performed at least once every nine quarters of employment.
- 7.12.1 The student evaluation shall be recorded on the appropriate form contained in Appendix J2 and shall follow the procedures prescribed in Article 6.3.
- 7.12.2 The Division Dean or appropriate academic administrator shall notify the part-time faculty employee of the timelines provided by this section for required student evaluation.

- 7.12.3 The part-time faculty employee shall determine the class(es) to be evaluated and shall be responsible for ensuring that all required student evaluations are completed.
- 7.12.4 An additional student evaluation may be required in accordance with Article 6.3.3.1

Assignments and the Reemployment Preference List

- 7.13 A part-time faculty member with reemployment preference in a division shall be offered assignments in that division before any part-time faculty member without reemployment preference is offered assignments in that division, provided the part-time faculty member with reemployment preference is qualified for the assignments. For purposes of this article only, “qualified” shall mean (1) meeting the state minimum qualification for the particular discipline, (2) having adequate preparation for the specific course or assignment through appropriate education or experience, and (3) possessing effective skills relevant to the specific course or assignment. The Board shall be the judge of whether or not a part-time faculty member has adequate preparation for the specific assignment and possesses effective skills relevant to that assignment, but in making the judgment, the Board shall apply assignment standards that are substantially the same as those used in assigning contract or regular faculty within the division. No part-time faculty member shall have any reemployment preference except as provided in this article or as required by law.
 - 7.13.1 Each division shall post its reemployment preference list or, in accord with Section 7.9.1, reemployment preference lists, in the division office and in the Portal or other secure online site that is known by all faculty, and the list shall be updated quarterly. If, during any particular quarter, there are more part-time faculty members with reemployment preference in a division than there are available assignments in that division, the available assignments shall be offered to those part-time faculty members who are the most senior, provided they are also qualified for the assignments. Seniority shall be determined by the part-time faculty member’s first quarter or semester of employment as a part-time faculty member at the college, provided the part-time faculty member has not had a break in service as a part-time faculty member in accordance with Section 7.17.
 - 7.13.2 When creating an annual schedule, the college shall use the reemployment preference (REP) list that exists at the time of scheduling. If changes are made to the annual schedule in the future, the REP list that exists at the time of the changes shall be used when modifying assignments.
- 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 completion and signing of the evaluation, the part-time faculty member shall be given an opportunity to meet with the appropriate dean and their designated faculty evaluator, if one was used, to discuss the evaluation and to define necessary improvements. This meeting is separate from the post-observation meeting, and the employee shall have the right to have an FA conciliator present at this meeting;

7.19.2 Written notification by FHDA email and a form allowing for electronic acknowledgement of receipt (e.g. Adobe Sign) 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). Following the completion and signing of the evaluation, 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. This meeting is separate from the post-observation meeting, and the employee shall be informed by their dean of their right to have an FA conciliator present at this meeting.

7.19.3.1 If the second official evaluation identifies new required improvements not listed in the written notification of 7.19.2, the faculty member shall be given a new written notification clearly identifying these necessary improvements and an opportunity to demonstrate improvement through a subsequent official joint evaluation as described above.

The conclusion of the President shall be based on all evaluations conducted under this section 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 \$80,000 (\$48,000 to De Anza and \$32,000 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 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 involving the faculty employee’s home or household that require immediate attention
 - 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).
 - 16.1.12 Own medical condition after exhausting all accrued sick leave.

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. However, one can use personal necessity leave after exhausting all accrued sick leave under 16.1.12. Unless there are unavoidable and compelling reasons, personal necessity leave may not be taken in conjunction with any holiday, 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 $0.125(10 \text{ days}) = 1.25$ 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. For Article 26 employment, faculty can access other part-time or full-time sick leave when they exhaust summer sick leave. .

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 \$9,000 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.
- 16.29.1 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.
- 16.29.2 Faculty employees who qualify for paid benefits under Article 22.1 shall continue to receive paid medical benefits while on FMLA leave.
- 16.29.3 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.

- 16.35.1 Before requesting a new unpaid leave of absence beyond the initial two-year period, a faculty employee must return to full-time paid status for a period at least as long as the period of unpaid leave, provided the new unpaid leave is not legally required.
- 16.35.2 A faculty employee on full unpaid leave shall not be assigned part-time (overload) assignments under Article 7.
- 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 of one quarter or more shall not count toward 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. The unpaid leave of absence shall not constitute a break in service.
- 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 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 Article 18 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) continued eligibility for assignments under Article 7, Article 25, and Article 26; and, 3) 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. 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 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.
- 34.3 The department scheduling process shall include a proportional number of online classes to be set aside for Article 7 (part-time faculty) assignments, provided the department has qualified part-time faculty requesting online assignments. For example, if a department offers 30% of their courses online, then 30% of the Article 7 (part-time) assignments should be to online courses.

Class Size

- 34.4 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

- 34.5 Faculty are required to complete an initial certification as well as ongoing certification when teaching courses with 30 percent or more of the contact hours asynchronous.

34.5.1 Initial Certification

Parts 1 and 2 of the Regular and Substantive Interaction (RSI) training offered during the 2024-25 academic year qualifies as initial certification. Faculty not currently certified can become certified by either (i) completing the certification offered by the campus office of online learning, or (ii) being granted equivalency based on proof of completion of other equivalent trainings. Each office of online learning will determine its equivalency process and criteria.

The certification shall be designed to take, on average, 20 hours to complete. However, existing skill levels and familiarity with the content will affect total completion time.

Certification, by either completing the training or by equivalency, is valid District wide.

34.5.2 Timeline for Completion of Certification

The faculty member has two consecutive academic quarters to complete the initial certification. Faculty who do not complete the certification by the end of the second consecutive quarter will not be scheduled for courses that require that certification until it is complete.

34.5.3 Professional Development Credit or Compensation for Initial Certification

Full-time tenured or tenure-track faculty may use up to 20 hours from the certification toward their current Professional Development cycle requirement (Appendix I).

34.5.3.1 Notification of Required Certification

The dean or appropriate supervisor shall notify any specific faculty member in writing (email) when the college is asking them to complete the certification due to program need. The office of online learning shall be included on the notification. This notification is required for additional pay for full-time temporary or part-time faculty.

A full-time temporary or part-time faculty who was notified by their dean or appropriate supervisor to complete the training due to program need will receive \$750 in additional pay upon verification of successful completion of the certification by the end of two consecutive academic quarters.

A full-time temporary or part-time faculty who complete the certification at their own accord, without being notified by the dean or appropriate administrator to do so, can use the hours in training on Appendix O2 for column advancement but will receive no additional pay.

34.5.4 *Ongoing Certification Requirement*

To continue to be eligible to teach asynchronous courses or hybrid courses with at least 30% of the student contact hours asynchronous one must complete a re-certification every two years. The re-certification training will be a maximum of four hours of training every two years. This re-certification can include dedicated certification training or ongoing professional development through equivalent activities approved by the campus online learning office. These activities must align with the goals of continued growth in online teaching and learning and should reflect current trends, technologies, or pedagogical approaches relevant to online instruction. The campus office of online learning is responsible for timely notification to faculty of the requirement, options for completion, and verification of completion.

Completion of the re-certification at either college is valid District wide.

34.5.5 *Professional Development Credit or Compensation for Re-certification*

Full-time tenured or tenure-track faculty may use the hours toward their professional development cycle requirements (Appendix I).

Full-time temporary or part-time faculty shall receive \$200 additional pay for the re-certification when required to be re-certified.

34.6 *Learning Management System (LMS) training*

Faculty who choose to use the college-adopted LMS and who do not complete the full online teaching certification must complete an LMS orientation designed to be, on average, five hours. This includes LMS for Synchronous (in-person or online), Hybrid Courses with less than 30% asynchronous, non-instructional, and other uses. This training includes an orientation to the basic features in the LMS and accessibility requirements and must be completed in the first quarter of employment. Faculty with previous LMS training can be granted equivalency by the campus office of online learning. This group has no ongoing training requirement. This section applies to first-time LMS users or new hires.

34.6.1 *Professional Development Credit or Compensation*

Full-time faculty may use up to five hours of this training toward their Professional Development cycle requirement (Appendix I). Full-time temporary or part-time faculty will receive a one-time \$200 additional pay for completion of this orientation.

34.7 A faculty employee may apply for a maximum of three (3) quarter units of professional growth activity (PGA) applicable to column change and Professional Development requirements under Appendix I 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

- 34.8 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.
- 34.9 A faculty employee working exclusively online in one or more academic quarters shall fulfill all their assigned duties in accordance with Article 10.8, 10.9, and 10.10.

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 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 CCCCCO 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.
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 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.
 - 1.3 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. 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 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 CCCCCO 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 fifth 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.
 - 1.3 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. 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 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 CCCCCO 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 fifth 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.
 - 1.3 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. 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 H3 ACADEMIC YEAR 2027-2028 (Article 27 – Calendar) Foothill-De Anza Community College District

The 2027-2028 Academic Year begins September 15, 2027 and ends June 23, 2028.

Summary of Key Dates:

FALL QUARTER: 57 days plus 3 flex days <i>District Flex Day:</i> September 15 <i>College Flex Day:</i> September 16 <i>College Flex Day:</i> September 17 <i>Instruction:</i> September 20– December 10 <i>Finals:</i> December 6 – December 10 <i>Holidays:</i> Veterans' Day - November 11 Thanksgiving - November 25 & 26 <i>Saturday/Sunday Classes:</i> No classes held on Nov 27 & Nov 28	WINTER RECESS: December 11 – January 2 WINTER QUARTER: 57 days <i>Instruction:</i> January 3 – March 24 <i>Finals:</i> March 20 – March 24 <i>Holidays:</i> Martin Luther King - January 17 Presidents Days - February 18 & 21 <i>Saturday/Sunday Classes:</i> No classes held on February 19 & 20	SPRING RECESS: March 25 – April 9 SPRING QUARTER: 58 days <i>Instruction:</i> April 10 – June 30 <i>Finals:</i> June 26 – June 30 <i>Holidays:</i> Memorial Day – May 29 Juneteenth - June 19 <i>Saturday/Sunday Classes:</i> No classes held on May 27 & 28
--	--	--

☒ Start of Instruction () Final Exams ☒ Flex Days ☐ Holidays ☐ Academic Recess

SEPTEMBER 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		

JANUARY 2028

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 2028

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 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 2028

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

MAY 2028

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 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				

MARCH 2028

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 2028

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 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	

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 2027: June 28– September 14. No classes held on July 4, 5.
Summer Session 2028: begins July 3. No classes held on July 4.

APPENDIX O3
PGA RECORDING FORM for Column Advancement:
PROFESSIONAL ACTIVITIES and PROJECTS
(Appendices A, B, B.1, C, C.1, E, G)
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.

• ***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.**

Annual filing is recommended.

<u>Title of Professional Activity/Project</u> <u>(attach documentation/descriptions in the order of your list)</u>	<u>Activity Dates</u>	<u>Hours</u>	<u>Documentation</u> <u>Attached</u>

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 2026

Additional Information:

1. *What kinds of activities and projects are applicable to this category (Appendix A, Section 1.3; Appendix B Section 1.3) 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 Q
REQUIRED COMMUNICATION AND DOCUMENTATION
Foothill-De Anza Community College District

Policy

The District and Faculty Association agree that all full and part time faculty must, as part of their regular duties,

- Submit grades via the District Portal no later than the third working day after completion of the final examination period (per Article 7.21.1 and 10.8).
- When the colleges have fully developed a uniform mechanism for code submission, submit the codes for instructional material costs for each of their assigned sections as required by AB 607.
- List office hours on syllabi and submit syllabi stating required office hours to Division when requested (per Article 7.25.3.1 and 10.9.1.2). Submission is due by census date or two weeks after request from division, whichever is later.
- Obtain dean approval before changing the modality (per Article 10.7) of required duties for a day or more. In the case of an emergency related to their home or immediate family, faculty shall notify the Division dean as soon as is reasonably possible following the emergency.
- Whenever possible, notify the Division dean prior to the use of any leave. When not possible due to an emergency, notify the Division dean as soon as is reasonably possible.
- Submit leave reports for absences in a timely fashion (Article 16.40).

Non-compliance

The following procedures will be implemented when an instructor fails to meet the above outlined contractual responsibilities:

1. The first instance of unexcused failure to meet any of the contractual requirements detailed above will result in a written warning from the dean or appropriate administrator to the faculty member with a timeline to improve.
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

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.

APPENDIX Z (effective July 1, 2026) DEPARTMENT CHAIRS AND SCHEDULERS

The reassigned time (RAT) or additional pay listed below is based on:

- approximate number of FTEF in the department
- small number of full-time faculty (only one or two)
- significant work associated with prerequisite or course equivalencies
- coordination of CTE advisory board

Whenever possible, reassigned time should be distributed evenly throughout Fall, Winter, and Spring quarters.

*In all cases, faculty may choose either the reassigned time, or the equivalent additional pay calculated at a rate of \$95,000 per FTE, i.e. additional pay is equal to RAT * \$95,000. If the RAT listed is equivalent to more than one class reassigned, the faculty member may choose a combination of RAT and additional pay.*

Job Titles:	C = Chair	S = Scheduler	CS = Chair and Scheduler
--------------------	------------------	----------------------	---------------------------------

FOOTHILL COLLEGE:

This list excludes Health Sciences Program Directors because those 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 if no RAT	Notes regarding duties
Business and Social Science						
15.6	Accounting	CTE CS	0.222			
5.8	Anthropology	CS	0.100			
7.5	Business	CTE CS	0.100			
6.2	Child Development	CTE CS	0.100			
4.2	Economics	CS	NA		\$6500	
4.9	Geography/GIST	CTE CS	0.100			
0.6	Global Studies		NA		\$1500	
3.2	History	CS	NA		\$4000	
3.4	Humanities	CS	NA		\$5500	
2.7	Philosophy	CS	NA		\$4500	
2.7	Political Science	CS	NA		\$4500	
9	Psychology	CS	0.125			
4.9	Sociology	CS	0.100			
0.4	Women's Studies	CS	NA		\$500	
-	Div. PT Eval Coord	Other	NA		\$2000	

Approx FTEF	Department	Job Title	Annual RAT*	OR	Annual Add. Pay if no RAT	Notes regarding duties
Counseling and Matriculation						
	General Counseling	CS	Up to 15 hrs/wk			Any hours not needed for duties become drop in counseling hours
Fine Arts and Communication						
6.1	Art	CS	0.100			
11.4	Communications	CS	0.125			
3.5	GID	CTE CS	NA		\$6500	
4.2	Media	CS	NA		\$6500	
3.8	Music	CS	NA		\$6000	
2.6	Music Tech	CTE CS	NA		\$4500	
4	Photography	CTE CS	0.111			
3.5	Theater	CTE CS	NA		\$5500	
Health Science and Horticulture						
2.4	Health	CTE CS	NA		\$6000	
1.4	Horticulture	CTE CS	NA		\$3500	
Kinesiology and Athletics						
9.1	Kinesiology/Physical Ed	C	0.111			Assists AD with game operations
Language Arts and Ethnic Studies						
20.8	English/CRWR/LA	CS	0.250			
5.2	ESLL incl NC	CS	0.100			
3.5	Ethnic Studies	CS	NA		\$4500	
3.4	Japanese	CS	NA		\$6000	
2.8	Spanish	CS	NA		\$5500	
Learning Resource Center and Library						
	Library	C	5 hrs/wk			
Student Services						
	Psychological Services	CS	4 hrs/wk			
Science, Technology, Engineering, and Mathematics						
17.1	Biology	CS	0.222			
12.9	Chemistry	CS	0.222			
15.2	Computer Science	CTE CS	0.242			
2.1	Engineering	C	NA		\$3500	
22.4	Mathematics	CS	0.333			
6.6	Physics/Astronomy	CS	0.111			

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 Automotive Technology Management and Library as these job descriptions includes 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 if no RAT	Notes regarding duties
Business, Computer Science, Applied Technology						
10.2	Auto	CTE CS	0.311			Add. duties: supplies/facilities procedures, Hazmat, Building and Facilities
5.6	DMT	CTE CS	0.250			Add. duties: supplies/facilities procedures, Hazmat, Building and Facilities
11.1	Accounting	CTE CS	0.222			
15.3	Business	S	0.125			
		CTE C	0.125			
28.9	CIS	CTE CS	0.339			
2.7	Real Estate	CS	NA		\$5500	
Biology, Health, and Environmental Sciences						
21.5	Biology	C	0.133			
8.1	ES/ESCI	CTE C	NA		\$5500	
Counseling						
	General Counseling Co-Chair	CS	Up to 12 hr/week		NA	
	Embedded Counseling Co-Chair	CS	Up to 12 hr/week		NA	
Creative Arts						
13.5	Visual Art & Design	CTE C	0.200			
3.6	Music	CS	NA		\$5500	Coordinates recitals/concerts
7.8	Film/TV	CTE CS	0.100			Coordinates Film & Video Festival
3.0	Photography	CTE CS	NA		\$5500	
28.1	Entire Division	S	0.100			
Intercultural/International Studies						
1.4	AFAM	C	NA		\$2500	
3.1	ASAM	C	NA		\$5000	Includes summer work
2.2	Chicanx Studies	C	NA		\$4000	

Approx FTEF	Department	Job Title	Annual RAT	OR	Annual Add. Pay if no RAT	Notes regarding duties
2.1	Mandarin	CTE C	NA		\$5500	
2.9	Spanish	C	NA		\$5500	
6.5	World Languages (other than Mandarin and Spanish)	C	NA		\$4000	
1.2	WMST	C	NA		\$2500	
21.5	Entire Division Coordinator	Div. C			\$5000	

Language Arts						
19.8	Communications	S	0.125			
		C	0.111			
36.9	English	S	0.250			
		C	0.250			
17	ESLL	S	0.125			
		C	0.125			
1.9	Journalism	C	NA		\$2500	
Physical Education and Athletics						
13.4	PE and Kinesiology	CS	0.100			
Physical Sciences, Math, and Engineering						
17.25	Chemistry	CS	0.222			
2.7	Engineering	CS	NA		\$3500	
48.7	Mathematics	CS	0.666			0.666 can be split between chair and assistant chair. PT eval not required
		Asst CS				
8.8	Physics	CS	0.111			
2.2	Meteorology	C	NA		\$4000	Each year one chair will also be chair of Earth and Space Sciences. Duties will rotate among 3 depts
2.5	Geology	C	NA		\$4000	
3.7	Astronomy	C	NA		\$5500	
Social Science and Humanities						
3	Admin Justice	CTE CS	NA		\$5000	
7.7	Anthropology	CS	0.100			
8.0	Child Dev	CTE CS	0.100			Accreditation every 4 years
8.7	Economics	CS	0.100			
2.5	Geography	CS	NA		\$3500	
8.1	History	CS	0.100			
9.9	Humanities	CS	0.111			

1.6	Paralegal Studies	CTE CS	NA		\$3500	Accreditation every 4 years
5.5	Philosophy	CS	0.100			
6.0	Political Science	CS	0.100			
13.8	Psychology	CS	0.200			
4.1	Sociology	CS	NA		\$6000	

Appendix AA
SUPPORT AND IMPROVEMENT PLAN

Faculty Member Name:	CWID:	Date:
Dean or Supervising Administrator:	Division:	Department:
Peer Evaluator:	FA Representative (if requested):	

The purpose of a Support and Improvement Plan (SIP) is to identify significant areas of concern in performance of one's duties and provide guidance on how to demonstrate improvement. Improvement is required to be documented in the areas listed below by the end of the SIP. The process for a SIP is detailed in Article 6.6.

EVALUATIVE STATEMENTS (FROM J1) THAT NEED IMPROVEMENT

--

IMPROVEMENT PLAN GOALS AND TIMELINE

Goal #	Area(s) for Improvement	Improvement Actions/Activities	Suggested Timeline

TIMELINE FOR IMPROVEMENT

--

Progress Check-In Date(s):	
Follow-up J1 Evaluation Week:	

SIGNATURES

Dean or Supervising Administrator: _____ Date: _____

Peer Faculty Evaluator: _____ Date: _____

I have had the opportunity to read this Support and Improvement Plan and discuss it with my Dean.

Faculty Member: _____ Date: _____

OUTCOME of Support and Improvement Plan

Goal#	Goal Achieved: Yes or No	Comments (cite evidence for result)

SIGNATURES

Dean or Supervising Administrator: _____ Date: _____

Peer Faculty Evaluator: _____ Date: _____

I have had the opportunity to review and discuss the Outcomes with my Dean.

Faculty Member: _____ Date: _____

Appendix AB
Article 7.19: Electronic Notification of Required Improvement

Faculty Name _____ CWID _____

Department _____ Division _____ Campus _____

Dean or appropriate administrator _____

In accordance with Article 7.19.2 of the FA-FHDACCD *Agreement*, the attached letter serves as official notification of the improvements necessary for continued employment by the college.

Attach letter here:

Dean Signature _____

By signing below, I acknowledge receipt of this notification. I acknowledge that a joint evaluation will follow to determine if these improvements were made. I am aware that I have a right to Faculty Association (FA) representation throughout this process.

Faculty Signature _____