

Article 7
PART-TIME FACULTY

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

- 7.1.1 “Part-time faculty employee” means a “part-time temporary faculty employee” employed pursuant to Education Code Section 87482.5 for no more than 60 percent of the annual load of scheduled duties for a full-time regular employee having comparable duties. For the purposes of this article, scheduled duties are those duties that comprise the portion of a regular faculty employee’s contractual responsibilities that consist of assigned teaching, counseling, or librarianship. To facilitate an understanding of their duties, part-time faculty should attend the orientation described in Section 7.16.1. A part-time faculty employee may serve all of his or her annual part-time load in fewer than three quarters.
- 7.1.2 “Part-time faculty member,” for the purposes of this article only, means either a part-time faculty employee or a contract or regular faculty employee to the extent he or she is employed pursuant to this article for extra pay. Contract and regular faculty employed under this article are ineligible for the programs and compensation described in Sections 7.15, 7.16, and 7.17.
- 7.1.3 “Service credit” means the credit toward reemployment preference that a part-time faculty member earns for having completed one or more assignments in a division during a quarter. To earn a unit of service credit in a division, a part-time faculty member shall serve satisfactorily for the full term of each of his or her assignments in the division during the quarter.

Scheduling and Assignments

- 7.1.4 The Board shall post a calendar of dates for the development of the class schedule for each academic quarter in division offices and other appropriate places and provide a copy of the calendar to each part-time faculty member who requests one. Each part-time faculty member with reemployment preference as specified in Section 7.2, may, before the date on which the first draft of the class schedule for a particular quarter is compiled, state his or her availability and assignment preference in writing to the appropriate Division Dean or designee. This information shall be considered in preparing the class schedule.
- 7.1.5 An assignment is offered to a part-time faculty member only upon the sending via District email or US mail of a “Notification and Acceptance of Assignment” letter (Appendix S1) to the faculty member’s last known address as it appears in his or her on-campus personnel file. The Notification and Acceptance of Assignment letter shall be mailed at least 28 calendar days before the beginning of the quarter. If such an offer is not expressly declined, it shall be deemed to be declined if the official notification document is not signed and returned via District email or US mail to the office specified in the Notification and Acceptance of Assignment letter within 14 calendar days of the date on which it was mailed or seven calendar days before the beginning of the quarter, whichever is earlier. If a faculty member has an emergency related to his or her home or immediate family, is ill, or if there are other extenuating circumstances which make it impossible to return the Notification and Acceptance of Assignment as specified in this section, the faculty member shall telephone the Division Dean to indicate whether he or she shall accept the assignment and

request a reasonable extension of the time within which to return the Notification and Acceptance of Assignment. If an assignment begins later than the first week of the quarter, the offer of assignment shall be deemed to be declined if the official notification is not signed and returned to the office specified on the letter within 14 calendar days of the date on which it was mailed or seven calendar days before the date on which the assignment begins, whichever is earlier.

For continuing faculty members, Notification and Acceptance of Assignment letters for the Winter and Spring quarters may be sent via District email or placed in a faculty member's campus mailbox which shall satisfy the mailing requirements above. Notification and Acceptance of Assignment letters for Fall quarter and for those faculty members who do not have District email accounts or campus mailboxes shall be mailed to the faculty member's last known address as described in 7.1.5.

- 7.1.6 Notwithstanding Section 7.1.5, if the official notification letter cannot be mailed to the part-time faculty member at least 15 calendar days before the beginning of the quarter or (in the case of an assignment that begins later than the first week of the quarter) 15 days before the date on which the assignment is to begin, the offer of assignment may be made orally or by personal delivery of the official notification letter. If such an assignment is not expressly declined, it shall be deemed to be declined if the official notification letter is not signed and returned to the office specified in the letter by the time specified in the offer.
- 7.1.7 If an assignment is cancelled or withdrawn, a notice of the action shall be effective once it is received by the faculty member, whether orally or in writing, or upon deposit in the U.S. mail with postage prepaid addressed to the faculty member at his or her last known address as it appears in his or her on-campus personnel file. If the notice is given orally, it shall be confirmed in writing.

Reemployment Preference

- 7.2 Service credit shall be earned in the division or divisions in which a part-time faculty member is assigned during a quarter. After earning five quarters of service credit in a division, and upon receipt of a notification of reemployment preference being granted, a part-time faculty member hired for the first time after July 1, 1988 shall have reemployment preference in the division at the college for which the service was rendered. Denial of reemployment preference shall be based on evaluations or other contractual criteria. Part-time faculty members shall be evaluated in accordance with Article 6.2 and 6.3. Regular or contract faculty employees teaching under Article 7 in the same division as their full time assignment shall apply evaluations as full-time faculty under Article 6 and/or Article 6A toward reemployment preference.
- 7.2.1 Administrative Evaluation. An official administrative evaluation shall be required of each part-time faculty employee, if employed by the District for three quarters, whether or not successive, at least once during that period and, if employed thereafter, at least once every nine quarters of employment, subject to the requirements of Section 7.2.2 of this article. The Board may utilize either an appropriate management employee or an appropriate faculty employee (as defined in Article 6) designated by management to conduct the official evaluation of a 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*. A part-time faculty member shall be evaluated on the form contained in Appendix J1. If no evaluation is conducted in the employee's first three quarters of

employment, the employee shall, if otherwise eligible, receive reemployment preference.

- 7.2.2 If a part-time faculty member receives an official administrative evaluation during the first three quarters which indicates “needs improvement” and continues to be employed by the District, the employee shall be re-evaluated by the appropriate administrator prior to the end of the fifth quarter. This re-evaluation shall be performed by an administrative employee only; it shall not be delegated to a regular or contract faculty employee. In the absence of a second evaluation, pursuant to this section, the employee shall, if otherwise eligible, receive reemployment preference at the end of the fifth quarter.
- 7.2.3 Student Evaluation. Effective Fall quarter, 2002, in addition to the official administrative evaluation, one student evaluation to the extent practicable based on the faculty employee’s assignment shall be completed normally during the faculty employee’s first three quarters of employment in the District, whether or not successive. The student evaluation must be completed in order for the part-time faculty employee to be eligible for reemployment preference. If the student evaluation indicates areas of concern, the Division Dean or appropriate administrator may require a second student evaluation before the end of the fourth quarter. After reemployment preference is attained, a student evaluation to the extent practicable shall be performed at least once every nine quarters of employment. The student evaluation shall be recorded on the appropriate form contained in Appendix J2 and shall follow the procedures prescribed in Article 6.3. The Division Dean or appropriate administrator shall notify the part-time faculty employee of the timelines provided by this section for required student evaluation. The part-time faculty employee shall determine the class(es) to be evaluated and shall be responsible for ensuring that all required student evaluations are completed.
- 7.2.4 A part-time faculty member with reemployment preference in a division shall be offered assignments in that division before any part-time faculty member without reemployment preference is offered assignments in that division, provided the part-time faculty member with reemployment preference is qualified for the assignments. For purposes of this article only, “qualified” shall mean (1) meeting the state minimum qualification for the particular discipline, (2) having adequate preparation for the specific course or assignment through appropriate education or experience, and (3) possessing effective skills relevant to the specific course or assignment. The Board shall be the judge of whether or not a part-time faculty member has adequate preparation for the specific assignment and possesses effective skills relevant to that assignment, but in making the judgment, the Board shall apply assignment standards that are substantially the same as those used in assigning contract or regular faculty within the division. No part-time faculty member shall have any reemployment preference except as provided in this article or as required by law.
- 7.3 Each division shall post its reemployment preference list in the division office, and the list shall be updated quarterly. If, during any particular quarter, there are more part-time faculty members with reemployment preference in a division than there are available assignments in that division, the available assignments shall be offered to those part-time faculty members who are the most senior, provided they are also qualified for the assignments. Seniority shall be determined by the part-time faculty member’s first quarter or semester of employment as a part-time faculty member at the college, provided the part-time faculty member has not had a break in service as a part-time faculty member. Notwithstanding the provisions of Section 7.8 of this article, a part-time faculty member has had a break in service if, for any reason whatsoever, he or she has not completed an assignment at the college as a part-time faculty member for six or more

consecutive quarters. A break in service shall result in termination of the reemployment preference of a part-time faculty member.

- 7.4 An assignment is not available for the purposes of this article if, at any time before the beginning of the quarter, the assignment is needed to fill the normal load of a contract or regular faculty employee. After Notification of Assignment letters have been issued, the Board shall consider the seniority of part-time faculty members as a relevant but not controlling factor in deciding which particular assignments are needed to fill the normal load of contract or regular faculty employees and shall, therefore, be withdrawn as part-time assignments.
- 7.5 After the quarter begins, a part-time faculty member shall not be displaced by a contract or regular faculty employee or by a more senior part-time faculty member. However, the Board may withdraw a part-time assignment after the beginning of the quarter but before the commencement of the assignment if it is needed to fill the normal load of a contract or regular faculty employee. In that case, the Board shall pay the employee affected by the withdrawal 10 percent of the salary he or she would have received for the assignment if it had been completed.
- 7.6 The Board shall have the authority to make and terminate assignments in a manner that shall insure that the workload of each part-time faculty member who is a part-time faculty employee does not exceed 60 percent of the annual load of scheduled duties for a full-time regular faculty employee having comparable duties. However, if there are a sufficient number of available assignments, before new part-time faculty members are hired, the Board shall offer the part-time faculty member or members who are the most senior more than one assignment during a quarter, provided each qualified part-time faculty member with reemployment preference has been offered at least one assignment. The distribution of assignments shall occur in the following way: one assignment shall be given to each member on the reemployment preference list, starting with the most senior and continuing to the end of the list. Then, if available, a second assignment shall be given, once again starting with the most senior faculty member and continuing through the list as far as sufficient assignments exist. If, at the end of this process, additional assignments remain, they shall be distributed in the same fashion, consistent with load limitations. After part-time faculty members with reemployment preference are fully loaded for the quarter, any remaining assignments shall be distributed to part-time faculty members without reemployment preference.
- 7.6.1 This section shall not require the Board to offer any assignment in excess of 55 percent of a full-time annual load of scheduled duties.
- 7.6.2 For the purposes of this section only, one course or the equivalent of four lecture hours, whichever is greater, shall constitute "an assignment" for teaching faculty; nevertheless, after all these assignments have been made, if courses of less than four lecture hours or the equivalent remain, such a course shall constitute an assignment. For non-teaching faculty an assignment shall consist of three to five hours per week per quarter; nevertheless, if there are less than three hours available after all assignments have been made, whatever hours are left shall constitute an assignment.
- 7.6.3 Notwithstanding the distribution process described in section 7.6 above, assignments made as concurrent sections shall follow the provisions established in Appendix V – Concurrent Sections.
- 7.6.4 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.

- 7.7 A part-time faculty member shall retain his or her reemployment preference or service credit unless it is terminated pursuant to the provisions of this article.
- 7.8 The reemployment preference of a part-time faculty member in a division shall be terminated at a college if the faculty member declines an assignment in the division or has a break in service as described in Section 7.3 of this article. This provision shall not result in the termination of reemployment preference when:
- 7.8.1 An assignment is cancelled because of low enrollment or low attendance;
 - 7.8.2 The part-time faculty member is unable to accept or commence an assignment because of
 - 7.8.2.1 Verified illness; or
 - 7.8.2.2 Other extenuating personal circumstances which the part-time faculty member and the appropriate dean mutually agree make acceptance or commencement impossible;
 - 7.8.3 An assignment is cancelled for any reason other than misconduct or poor evaluation;
 - 7.8.4 The part-time faculty member requests not to receive an assignment in the division if the request is in writing and is received by the appropriate dean at least 60 calendar days before the beginning of the quarter. If a part-time faculty member makes only one request of this kind in any five-year period, it shall be honored. Requests not to receive an assignment for two or three consecutive quarters shall be counted as a single request;
 - 7.8.5 The part-time faculty member turns down an assignment that is offered to replace another assignment that was cancelled;
 - 7.8.6 The part-time faculty member accepts an assignment at another college in the District or in another division within a college before receiving an offer of an assignment from the college or in a division within a college where he or she has earned reemployment preference or service credit;
 - 7.8.7 The part-time faculty member turns down an assignment that was offered under provisions of Section 7.1.6;
 - 7.8.8 The part-time faculty member is a recipient of release time from his or her part-time assignment under Article 3.6;
 - 7.8.9 The assignment is withdrawn because it is needed to fill the load of a contract or regular faculty employee under Section 7.4 or 7.5;
 - 7.8.10 The part-time faculty member requests not to receive an assignment in a division because he or she has accepted a conflicting assignment in another college or university, provided the request is in writing, accompanied by proof of the conflicting assignment, and is received by the appropriate dean no more than five calendar days after the date on which the Notice and Acceptance of Assignment letter was mailed.

7.8.11 The part-time faculty member is also a probationary faculty employee in Phase I or Phase II of the tenure review process and requests not to receive an assignment in order to focus on the primary responsibilities specifically listed in the employment job description.

7.9 The reemployment preference or service credit of a part-time faculty member shall be terminated at a college if the President or his or her designee concludes that the part-time faculty member does not meet the standards of performance and academic excellence that are required of faculty employees by the District. The conclusion of the President shall be based upon:

7.9.1 An official evaluation as defined in Article 6 completed by an appropriate dean or appropriate faculty employee (as defined in Article 6) designated by the dean. Following the evaluation, the part-time faculty member shall be given an opportunity to meet with the appropriate dean and his or her designated faculty employee, if one was used, to discuss the evaluation and to define necessary improvements. The employee shall have the right to have an FA conciliator present at this meeting;

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

7.9.3 A second official evaluation by 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 two-person evaluation team shall perform the evaluation visit together and collaborate in completing Appendix J1. The part-time faculty member shall be given an opportunity to meet with the appropriate dean to discuss whether or not the necessary improvements have been made. Before this meeting, the employee shall be informed of his or her right to have an FA conciliator present at this meeting.

The conclusion of the President shall be based on both evaluations and shall not be subject to review pursuant to the grievance procedures established by Article 5 of this *Agreement* unless an evaluation is arbitrary or capricious.

7.10 The reemployment preference or service credit of a part-time faculty member shall be terminated if the part-time faculty member fails to perform the normal and reasonable duties of his or her assignment or is otherwise guilty of misconduct as defined by Education Code Section 87732. Before the termination of reemployment preference or service credit pursuant to this provision, the part-time faculty member involved shall be given written notice of the cause for termination signed by the President, including a statement of the events upon which the cause is based, an opportunity to inspect the materials that are relevant to the matter, if any, and an opportunity to meet with the President or his or her designee to discuss the matter and present any reasons why the termination should not occur. If the reemployment preference or service credit of a part-time faculty member is terminated pursuant to this section, any current assignments of the faculty member may be terminated by the Board as prescribed in Education Code Sections 87484 and 87665.

Load

7.11 Each part-time faculty member shall meet, on time and regularly, all of his or her assigned duties.

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

- 7.12 A part-time faculty member who is a part-time faculty employee shall be employed to teach no more than 60 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.
- 7.12.1 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 60 percent load limitation District-wide.
- 7.12.2 Part-time faculty who also serve in the elective capacities specified below shall not have those elective hours included in the computation of the sixty percent (60%) load limitation for part-time faculty employees:
- 7.12.2.1 As “readers” for the ESL (English as a Second Language) Department and/or Language Arts Division in the evaluation of “exit” and/or placement tests. This activity is separate from and not included in those required responsibilities and duties which comprise a regular faculty member’s annual load. The compensation for these readers shall be their appropriate step and column placement on Appendix G paid in a manner similar to that of a casual assignment.
- 7.12.2.1 As student advisors or faculty serving in other non-teaching capacities for grant-funded programs.
- 7.12.3 In accordance with Education Code 87482.5, the following shall not be used for purposes of computing the sixty percent (60%) load limitation for part-time faculty employees:
- 7.12.3.1 Service as a substitute on a day-to-day basis;
- 7.12.3.2 Service in professional ancillary activities including, but not limited to, governance, staff development, grant writing, and advising student organizations.
- 7.12.4 In accordance with Education Code Section 87884, a part-time faculty employee who participates in the Paid Office Hours Program described in Section 7.15 of this article shall not have those hours included for purposes of computing the sixty percent (60%) load limitation for that part-time faculty employee.
- 7.12.5 Any part-time faculty employee who is relieved of an assignment during the quarter because of the load restrictions contained in Section 7.12 shall be compensated as follows:
- 7.12.5.1 If the employee is relieved during the first week of the assignment, service credit and 50 percent of the salary he or she would have received for the assignment if it had been completed.
- 7.12.5.2 If the employee is relieved after the first week of the assignment, service credit and 75 percent of the salary he or she would have received for the assignment if it had been completed.
- 7.13 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

- 7.14 Salary for part-time faculty shall be determined in accordance with the placement criteria for column and step on the appropriate salary schedule. Initial column and step placement is determined at the time of hire. It is the faculty employee's responsibility to provide all official transcripts and other required documentation in a timely manner to complete the placement determination. If documentation submitted later than the first three quarters of employment results in a change of initial placement, the faculty member shall not be eligible for retroactive compensation resulting from the change. Notwithstanding, errors in placement due to factors other than the faculty employee's failure to provide necessary documentation shall not be subject to this timeline governing retroactivity. After the initial placement determination, all column and step movement follows the provisions of the appropriate salary schedule.
- 7.14.1 Part-time faculty with teaching assignments shall be paid in accordance with the appropriate Part-Time Faculty Salary Schedule, Appendix B.1, Appendix C, or Appendix E of this *Agreement*. The salary shall be determined by the faculty member's column and step placement multiplied by the appropriate load factor for the course(s) that constitutes the faculty member's assignment. The load factors to be applied are those existent on January 9, 1996 unless these load factors have been changed through Article 9.6.
- 7.14.1.1 Part-time faculty members teaching concurrent sections shall be compensated on Appendix C and in accordance with the thresholds and large class stipend (LCS) described in Appendix V – Concurrent Sections.
- 7.14.2 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*.
- 7.14.3 Each part-time faculty member who has been compensated at the top step (E) of the appropriate salary schedule for twelve (12) quarters of the regular academic year, after earning reemployment preference, shall be advanced to the longevity step (S) of the appropriate salary schedule, Appendices B.1, C, E, G. Step advancement shall be effective at the beginning of the thirteenth quarter of employment.

Paid Office Hours Program

- 7.15 Paid office hours for part-time faculty employees shall be governed by the provisions of Education Code Sections 87880 through 87885 which establish and define the Part-Time Faculty Office Hours Program. The program applies to part-time faculty employees only; it excludes regular and contract faculty teaching overload assignments and part-time faculty engaged in contract instruction. Participation of eligible part-time faculty in the program is voluntary and elected quarterly.
- 7.15.1 Eligibility in the program shall be determined on a quarterly basis. Each part-time faculty employee paid on Appendix C is eligible to participate during the quarters in which the part-time faculty employee teaches at least one assignment, as defined in 7.6. Faculty shall be informed of their potential eligibility for the program by the inclusion of an "Intent to Participate" form (Appendix S2) in the Notification and Acceptance of Assignment and sent via District email or US mail as described in 7.1.5 above.

- 7.15.2 Part-time faculty participating in the program shall establish and maintain a regular schedule of office hours and/or planned method(s) of student consultation. During the first week of the quarter or in accordance with the timelines established in 7.15.3.1 below, participating faculty shall submit the “Intent to Participate Form” (Appendix S2) to the Division Dean or appropriate administrator. The form shall specify the time and location of the office hour (7.15.3.1) or the method(s) for student consultation (7.15.3.2). The faculty employee and the dean or administrator shall mutually agree on the schedule and/or planned methods. The dean or administrator may meet with the part-time faculty employee to discuss the proposed schedule or plan and, if necessary, decide upon a mutually agreeable alternative.
- 7.15.2.1 Normally, office hours for faculty employees with assignments on campus are “physical presence” office hours. Appropriate locations for office hours may include, but are not limited to, division offices, division labs, classrooms, tutorial centers, library, student council chambers, campus center, and, at the discretion of the individual regular or contract faculty, shared faculty offices. Faculty shall use professional discretion in determining the appropriate time and location of their office hours and shall specify this information in the course description (green sheet).
- 7.15.2.2 Faculty employees who teach through a distance learning delivery system, including online, shall provide for student consultation through one or more of the following methods: “physical presence” office hours, online synchronous office hours, instant messaging or equivalent means, email correspondence, telephone contact or instructor-student communication forums such as bulletin boards or chat rooms built into the course shell (for example, Etudes or Web CT). Distance learning faculty shall use professional discretion in selecting the appropriate method(s) of student consultation and shall specify those method(s) in the course description (green sheet) including the response time for asynchronous communication.
- 7.15.3 Participating part-time faculty shall be paid for one office hour for each week of assignment during that quarter regardless of the number of assignments. Compensation shall be determined by the appropriate step and column of Appendix G, the Part-time Hourly Salary Schedule.
- 7.15.3.1 Compensation for office hours shall be included in each regular pay period that the faculty employee participates in the program if the “Intent to Participate” form is submitted during the first week of the quarter. A form submitted in the second week of the quarter may result in a delay in compensation until the second regular pay period. The end of the second week of the quarter shall be the deadline for faculty to elect participation in the program. In cases where an assignment is made after the beginning of the quarter, this deadline shall be two weeks from the start of the assignment.

This program shall be dependent upon the continuation of funding as described in Education Code Section 87885 whereby the State pays up to one-half of the District’s total cost, provided that the amount claimed by all the districts in the state does not exceed the funding provided in the state budget. If a change occurs in the state funding to the District for this program, both FA and the District agree to re-open negotiations on the program.

Additional Compensation

- 7.16 Part-time faculty employees are eligible for additional compensation in the following ways:
- 7.16.1 Orientation. Prior to their employment in the District or as soon as possible thereafter, part-time faculty employees normally participate in an orientation session including an introduction to teaching at the college. The orientation shall be prescribed by the college but shall not exceed eight hours (compensated at the rate of \$25 per hour). In addition, part-time faculty may attend the orientation session on an annual basis.
 - 7.16.2 Professional Development. The Board shall annually appropriate at least \$32,000 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.
 - 7.16.3 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 his or her part-time assignment, he or she shall receive additional compensation at the appropriate hourly rate as specified in Appendix G. For meetings which require no preparation or follow-up by the part-time faculty employee (e.g., flex day activities), such compensation for all part-time faculty who attend shall be at column one, step one of Appendix G regardless of the faculty employee's regular placement on the salary schedule. (This section may be reopened by either party at any time.)

Paid Medical Benefits

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

Retirement Plans

- 7.18 The Board shall provide a District Retirement Program for Part-Time Faculty 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:
- 7.18.1 Mandatory enrollment of the part-time faculty employee in one of the programs specified in Subsection 7.18.2 as provided by law, unless he or she is also a regular or contract faculty employee enrolled in STRS, in which case section 7.18.1.1 shall apply.
 - 7.18.1.1 Effective July 1, 2002, regular and contract faculty employees enrolled in the STRS Defined Benefit Plan who teach under Article 7 shall have the STRS contributions on their part-time earnings credited to the DBS (Defined Benefit Supplement) Program when their service exceeds one full year's service credit.
 - 7.18.2 The part-time faculty employee shall have the option of selecting one of the following:

- 7.18.2.1 FICA: a federally mandated program (Federal Insurance Contributions Act, i.e., Social Security Agency);
- 7.18.2.2 STRS (State Teachers' Retirement System) Defined Benefits Plan: a state mandated program; or
- 7.18.2.3 STRS (State Teachers' Retirement System) Cash Balance Plan: a plan created for part-time and substitute educators, effective on July 1, 1999; or
- 7.18.2.4 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 his or her election.

- 7.18.3 Since a part-time faculty employee is subject to OBRA 90 regulations upon employment, a new employee shall select among the retirement plan options prior to or upon the beginning date of employment.
 - 7.18.3.1 After the initial selection, 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.
- 7.18.4 Any part-time faculty employee who does not exercise his or her election under Section 7.18.2 shall, by default, be enrolled in the STRS Cash Balance Plan.
- 7.18.5 Part-time faculty employees who have retired from STRS or PERS are not required by law to be enrolled in a retirement plan and are not eligible for enrollment in PARS.
- 7.18.6 It is the understanding of the Board and FA that the District is permitted by law to calculate both STRS and PARS, using "pre-tax dollars." FICA (Social Security) is, by law, "after-tax dollars."
- 7.18.7 The STRS Cash Balance Plan requires a total contribution of 8 percent of gross salary: 4 percent from the District and 4 percent from the employee. Cash Balance participants have an immediate vested right to their contribution and the employer's contribution. The Cash Balance Plan is portable between the different districts that offer it. Benefits shall be available to employees upon retirement, disability, or termination of employment.
- 7.18.8 PARS, the District-sponsored Alternative Retirement Plan, requires a total contribution of 7.5 percent of gross salary: 3.75 percent from the District and 3.75 percent from the employee.
 - 7.18.8.1 For purposes of the "Alternative Retirement Plan" only, the definition of "break-in-service" (six consecutive quarters) contained in Section 7.3 of this article shall be used for the definition of "termination" under the PARS plan, and thus qualification for the distribution of total benefits.

- 7.18.8.2 Retirement, death, or medical disability shall also qualify the part-time faculty employee for full and immediate distribution of benefits from PARS. A letter to the District stating the part-time faculty employee's decision to 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."
- 7.18.8.3 The Board and FA agree that the District shall, in addition to its own internal costs, pay up to an annual maximum of \$25,000 for all PARS fees charged for the implementation and operation of the part-time faculty employee retirement program.
- 7.18.8.4 In the event that the PARS fees exceed \$25,000 per year, the parties agree to renegotiate these fees.

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

7.20 The Board shall post a copy of "Employment Opportunities" each week in the mailrooms of each College, Middlefield campus, 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

7.21 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 28, 2008 and attached to this *Agreement*.

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 - 16.12, 16.15
- Article 22A
- Article 24 - 24.3, 24.4
- Article 26
- Article 27
- Article 28
- Article 36
- Article 37