

ARTICLE XV: PART-TIME FACULTY

- 15.1 **ADJUNCT FACULTY CONSIDERATION FOR FULL-TIME POSITIONS:** An adjunct instructor shall be interviewed for an advertised full-time Academic position if he/she meets the following requirements:
- 15.1.1 Meets the advertised minimum qualifications for the position.
 - 15.1.2 Has completed all of the required application procedures.
 - 15.1.3 Has been rated satisfactory in all previous adjunct evaluations.
 - 15.1.4 Has rendered services to the District in the area of the vacancy for three (3) or more semesters.
- 15.2 **PART-TIME SERVICE:** The hiring of part-time faculty to staff classes shall serve the best interests of the students at Southwestern College (SWC). Vesting is rehire rights based on the following:
- 15.2.1 **Definitions:** For the purposes of this Article, there are two categories of part-time faculty under this contract: vested part-time faculty with rehire rights and non-vested part-time faculty.
 - 15.2.2 **Eligibility:** To be eligible for rehire rights, the part-time faculty member must have taught a minimum of 2.4 Lecture Hour Equivalent (LHE) each semester (excluding summer and intersession) for six (6) sequential semesters in one discipline. At the end of the sixth consecutive semester of satisfactory performance, a part-time faculty member will be granted rehire rights. Continuation of rehire rights is contingent upon satisfactory evaluations, the timing of which will be conducted in accordance with the Tenure Review and Faculty Evaluation Manual.
 - 15.2.2.1 A Unit member may be vested in more than one discipline.
 - 15.2.2.2 If a part-time faculty member is assigned a dual-designated course, such as History 141/Mexican American Studies 141, the course will count toward vesting in both disciplines as long as the part-time faculty member meets the minimum qualifications or its equivalency for both disciplines.
 - 15.2.3 **Priority Assignment:** Vested status occurs immediately upon the beginning of the sixth semester of service and shall be awarded at the end of the sixth semester so long as evaluations continue to be satisfactory, in accordance with the EERC decision titled *Letter of Agreed Interpretation: Time of Vesting, Spring 2011*.
 - 15.2.4 **Break/Reduction in Service:** Vested status does not extend to part-time faculty members who have a break in their service to the discipline (i.e. zero LHE) unless reviewed by the cognizant Dean and approved by the Vice President for Human Resources prior to the break in service, based on verified justification submitted by part-time faculty member. Such approval shall not be unreasonably withheld. Justification for a break/reduction-in-service letter is:
 - (1) a circumstance beyond the adjunct faculty member's control, such as a serious illness or injury to the unit member or his/her immediate family as defined in Article 5.4.2., a National Guard or military reserve obligation, jury duty of an extended length, civil unrest, or a natural disaster directly affecting said faculty member;

- (2) a class cancellation due to low enrollment;
- (3) an approved staff development project or similar assignment in lieu of any LHE or work hours;
- (4) a class or work assignment made by the part-time faculty member's cognizant Dean that is outside of their discipline in lieu of any LHE or work in their discipline;
- (5) full time work assignment at another educational institution but not to exceed one year; or
- (6) upon the recommendation of the cognizant Dean, subject to the approval of the Vice President for Human Resources. An approved break-in-service may apply to a part-time faculty member progressing through the six sequential semesters needed to earn vesting, or to a part-time faculty member who has already earned vested status.
- (7) a reduction in service below the vested Unit Member's established average load pursuant to Article 15.2.5.1.1.

15.2.5

Right of Assignment: In determining class assignments among part-time faculty, the Dean in consultation with the Department Chair, shall make a good faith effort, consistent with the needs of the department, to ensure that part-time faculty members are offered a teaching assignment in the following order:

15.2.5.1

Vested Part-time Faculty will have a reasonable expectation of an assignment consistent with the average of their LHE/hours over the prior six consecutive semesters, assigned in preference over non-vested part-time faculty. A Unit Member who receives an approved break in-service shall not have that semester of absence counted in the calculation of their vested average. Vested part-time faculty members may also request and may be assigned additional assignments up to the maximum load if consistent with the needs of the department.

15.2.5.1.1

In the event that there are not enough LHE/hours to offer all vested part-time Unit Members their average load per Article 15.2.5.1, vested part-time Unit Members shall initially be offered their average load in the order of Date of Hire within their discipline.

The scheduling Dean shall maintain an official Date of Hire List for part-time Unit Members within the discipline. If multiple vested part-time unit members are hired on the same date, the Dean will hold a lottery to determine the final order of the Date of Hire List within 30 calendar days of ratification of this section. The impacted unit members will be invited to witness the lottery, and a SCEA designee will be present to observe.

In the event this clause is triggered, any vested part-time unit member who is not initially offered their average load will be granted an automatic

break/reduction in service letter to maintain their average load for up to two consecutive years.

15.2.5.2 **Non-vested Part-time Faculty** will be assigned, as needed, to serve the best interests of the District and in accordance with their classroom and summary evaluations.

15.2.6 **Evaluations** will be conducted in accordance with the Tenure Review and Faculty Evaluation Manual. Each non-vested part-time faculty member will be evaluated three times over the course of six semesters. Vested part-time faculty members will be evaluated by the Dean, or designee, at least once every six semesters. At the discretion of, and upon mutual agreement between, the cognizant Dean and the cognizant Department Chair, an out-of-sequence full-performance evaluation of a part-time faculty member may be conducted per the Tenure Review and Faculty Evaluation Manual.

15.2.6.1 Each Part-Time Unit Member shall acknowledge on their Faculty Self Evaluation Statement form that they have participated in the assessment of student learning outcomes (SLOs) and used the information to improve teaching methodologies and learning. In the event that the ACCJC (Accrediting Commission for Community and Junior Colleges) is no longer the accrediting agency for Southwestern College, then the SCEA and the District will automatically reopen Article 15.2.6.1 for collective bargaining in order to reassess its inclusion in the SCEA Contract.

15.2.6.2 The evaluation of a Part-Time Unit Member who is vested in multiple disciplines shall satisfy all disciplines in which the Part-Time Unit Member is vested if those disciplines are related and supervised by the same Dean.

15.2.6.3 If an "Improvement Needed" is indicated on the Part-Time Performance Summary Evaluation, the specific nature of the improvement needed shall be stated in the "Comments" section at the bottom of the form or in an attached document. In future evaluations, issues that needed improvement from past evaluation cycles but were not specified on the form in the "Comments" section shall not be included as ongoing issues of concerns.

15.2.6.4 If a part-time Unit Member is vested in one discipline, and is seeking vested status in other discipline(s) that is (are) related and supervised by the same Dean, then the part-time Unit member will be evaluated one time over the course of six semesters in the non-vested discipline(s) rather than three times as stated in Article 15.2.6. An evaluation in the non-vested discipline will satisfy all disciplines in which the part-time Unit member is vested if those disciplines are related and supervised by the same Dean. The Cognizant Dean, with input from discipline faculty, will be responsible for determining if the disciplines are related.

15.2.7 **Bumping Rights for Contract Load:** Full-time faculty members have priority for assignment over all part-time faculty members prior to the publication of the printed or on-line class schedule, whichever occurs first. If a full-time faculty member's contract assignment is cancelled at any point after the publication of the class schedule, the full-time faculty member must accept an alternate assignment as assigned by the Dean, in consultation with the Department Chair

and the faculty member, in order to fulfill his/her contract load as consistent with the current S.C.E.A. contract. Such alternate assignments shall be determined in the following order to the extent possible:

1. If a contract load course cancels, the full-time faculty member shall accept an alternate class assignment from among any remaining unstaffed classes.
2. If no unstaffed classes are available, the full-time faculty member shall accept a class staffed by a non-vested part-time faculty member in that discipline.
3. If none of the above options are feasible, the full-time faculty member will be assigned a class that fulfills his/her contractual obligation, as determined by the Dean.

15.2.8 **Bumping Rights for Overload Classes:** If a full-time faculty member's overload assignment is cancelled and that faculty member requests an alternate overload assignment, or if the faculty member's decision to request an overload assignment occurs after the publication of the class schedule, and if the Dean, in consultation with the Department Chair and the faculty member, concurs with the request, the assignment of such requests will be determined as follows:

1. The full-time faculty member shall accept an alternate overload assignment from among any remaining unstaffed classes.
2. If no unstaffed classes are available, the full-time faculty member shall accept an overload class staffed by a non-vested part-time faculty member in that discipline.
3. The full-time faculty member may not bump a vested part time faculty member in order to acquire an overload assignment.
4. In any specific case where extenuating circumstances exist, the Dean may modify the priorities in items (1), (2), and (3) above.

15.3 **Service Credit:** Part-time faculty members earn service credit towards retirement. The following minimum standards are adopted as the number of hours of creditable service that equals "full time" pursuant to Education Code Section 22138.5(c):

15.3.1 525 hours per year for all instructors employed on a part-time basis (Ed. Code 22138.5 (c)(5)), except instructors employed in adult education programs, who shall have an 875 hours per year equivalent (Ed. Code 22138.5 (c)(6)).

15.3.2 If an instructor is required to provide office hours and is compensated for those required office hours pursuant to Article 10 (commencing with Section 87880) of Chapter 3 of Part 51 of Division 7 of the Title 3, the minimum standard shall be increased appropriately by the number of office hours required annually for the class of employees.

15.3.3 One hundred seventy-five days per year or 1,050 hours per year for all counselors and librarians.

15.4 **Professional Development for Adjunct Faculty.**

15.4.1 All part-time Unit Members shall attend four (4) hours of Opening Day session(s) in each of the Fall and Spring Semesters that the Unit Member has an assignment. The part-time Unit Member will be compensated at the Unit

Member's current hourly lab rate as published on the Part-Time Equity Salary Schedule. Payment for the four (4) hours of staff development will be included in the Unit Members first payroll payment of the semester of the Opening Day session.

- 15.4.2 If a part-time Unit Member is unable to attend the Opening Day session(s) for either work-related obligations at another institution or for circumstances as delineated in Article 5.2, the cognizant Dean must be notified and alternative arrangements for completing the four (4) hour session(s) must be made with the Staff Development Office. Notification to the Dean and the alternative arrangements to the Staff Development office must be made within four (4) weeks of the Opening Day session. If the alternative arrangements are not completed by the last day of the semester in which they are required, the District shall dock the Unit Member's final semester paycheck by the amount paid for the four (4) hours.

The District and SCEA agree to enter into a pilot program for two academic years, beginning Fall 2022 through the end of Spring 2024. Unless otherwise negotiated prior to Spring 2024, the program will continue. The pilot program is described in the language below. (Articles 15.4.3 and 15.4.4).

- 15.4.3 Part-time unit members shall be compensated at their academic year hourly lab rate for attending School-wide, discipline, or general faculty meetings during each academic year.

- 15.4.4 Part-time unit members shall be compensated at their academic year hourly lab rate for participating in shared governance activities including but not limited to departmental, School, and/or campus-wide committees.

- 15.5 **Part-time Unit Member Paid Office Hours Program.** Beginning with Fall semester 2015, part-time Unit Members (except those on partial, post-retirement contracts) with teaching assignments shall be paid for office hours during the semester of the part-time Unit Member's assignment.

- 15.5.1 The part-time Unit Member who will hold office hours must submit the form in Appendix H by the Friday of the second week of the semester to the cognizant Dean. Unit Members who receive an assignment after the start of the semester must submit the Adjunct Office Hours Form in Appendix H within two weeks of receiving their assignment. Payment is based on LHE per 15.5.4.

- 15.5.2 Office hours under this program will be provided at the College's Academic Success Center or any other District tutoring site, classroom (if available), or designated adjunct office space (if available), or another similar location if approved by the cognizant Dean, and/or may be held virtually if approved by the cognizant Dean. If denied, the Unit Member will be notified in writing of the reason for the denial.

- 15.5.2.1 Part-time faculty members who teach solely online and who opt for office hours must hold those office hours virtually. The Part-time faculty member may conduct virtual office hours while being physically on campus.

- 15.5.3 During the office hours provided under this program, a part-time Unit Member will equitably receive students from the part-time Unit Member's assigned teaching

load for reasonable periods of time. The office hours are to be scheduled to ensure maximum availability for consultation with students and shall be listed on the course syllabi to include dates, times, and location(s) including a link to a virtual meeting space if applicable. The District will make every effort to provide meeting spaces and technology for part-time Unit members.

- 15.5.4 Effective Fall 2022, Part-time office hours will be paid at the members' part-time/Equity lab rate. The number of office hours per semester paid to the part-time Unit Member with a teaching assignment will be based upon the number of LHE of the teaching assignment according to the table below:

Number of LHE	Number of Hours Paid Per Semester
Less than or equal to 3 LHE	6 hours
More than 3 LHE but less than or equal to 6 LHE	12 hours
More than 6 LHE	18 hours

- 15.5.5 **Facilities for Part-Time Faculty.** The District will make every reasonable effort to provide adequate dedicated part-time faculty offices available for student consultation and individual preparation at the Chula Vista campus and at the Centers. Said offices will have appropriate support facilities, including computers, printers, Internet access, and phones.

15.6 Intersession Session Office Hours Program. Beginning with Summer 2023 Unit Members with Intersession teaching assignments (January and/or Summer) shall be paid for office hours.

- 15.6.1 Eligibility: all part-time unit members and full-time unit members who are working outside of their 10 or 11 month primary contractual obligation.
- 15.6.2 Unit Member who will hold office hours must submit the form in Appendix H by the course census date to the cognizant Dean. Unit Members who receive an assignment after the start of the session must submit the Form in Appendix H within one week of receiving their assignment. Payment is based on LHE per 15.6.5.
- 15.6.3 Office hours under this program will be provided at the College's Academic Success Center or any other District tutoring site, classroom (if available), or designated adjunct office space (if available), unit member office, and/or may be held virtually. A similar location may be used if approved by the cognizant Dean.
- 15.6.3.1 Unit members who teach solely online and who opt for office hours must hold those office hours virtually. The unit member may conduct virtual office hours while being physically on campus. Face to face or hybrid courses shall have a minimum of 50% of the term office hours offered in a face-to-face modality.
- 15.6.4 The office hours are to be scheduled to ensure maximum availability for consultation with students and shall be listed on the course syllabi to include dates, times, and location(s) including a link to a virtual meeting space if applicable. The District will make every effort to provide meeting spaces and technology for part-time Unit members.
- 15.6.5 Effective Summer 2023, intersession office hours will be paid at the unit members' part-time/overload rate. The number of office hours per LHE taught shall be calculated at 1.5 hours per LHE per intersession term.