

CHAFFEY COMMUNITY COLLEGE DISTRICT-CHAFFEY COLLEGE FACULTY ASSOCIATION

MEMORANDUM OF UNDERSTANDING PERTAINING TO PART-TIME TEMPORARY FACULTY OFFICE HOURS

This Memorandum of Understanding ("MOU") is made by and between the Chaffey Community College District ("District") and the Chaffey College Faculty Association ("CCFA") regarding part-time faculty office hour funding and assignments.

Whereas, on June 22, 2023, CCFA and the District entered into a successor collective bargaining agreement which increased the Part-Time Temporary Faculty Office Hour Fund from \$89,000 to \$100,000 as memorialized in Article 18.3.9;

Whereas, Education Code Section 87884 provides that office hours shall not be applied toward the maximum percentage-of-hours limitation for part-time faculty as specified in Education Code Section 87882, and there is no intention in this MOU to apply office hours to the maximum percentage-of-hours limitation in the collective bargaining agreement;

Whereas, at the time the parties entered into the approved adjustment to \$100,000, the District was eligible, pursuant to Education Section 87885, for an allocation from the Chancellor's Office of not more than 50 percent of the total costs of the compensation paid for office hours of part-time faculty;

Whereas, on July 1, 2024, Education Code Section 87885 was amended to increase the allocation from the Chancellor's Office to a rate of not more than 90% of the total costs of the compensation paid for office hours of part-time faculty; and

Now, therefore, the parties mutually agree to the following adjustments to Article 18.3.9 of the collective bargaining agreement:

Subject to the funding limitations set forth herein, the District shall continue an annual Part-Time Temporary Faculty Office Hour Fund of ~~\$100,000~~ **\$250,000** per semester for eligible part-time temporary faculty members to be used solely during the **fall and spring (primary) terms of the** academic year. ~~The \$100,000 \$500,000 shall be evenly split between the fall and spring semesters. Any unused funds from the fall term will be applied to the spring term. Any unused funds in the spring term will not be applied to the next academic year.~~ **Unused funds shall not be applied to the subsequent semester.**

The following conditions shall apply:

- a) Part-time temporary faculty members with any teaching assignment during a primary term shall be eligible for a maximum of 8 office hours per term for each teaching assignment. The actual number of office hours allocated for each teaching assignment is determined by dividing the total number of funded hours per term by the total number of eligible assignments in the application pool.
- b) Eligibility will be determined by the District during the first week of the term.
- c) All office hours shall be scheduled for a minimum of 30 minutes.
- d) Participation by eligible part-time faculty members is voluntary.

e) Interested part-time faculty members shall submit a District-supplied application by the deadline, during the first week of each primary term. This application will be available to all part-time faculty members with a teaching assignment at the time the application is distributed, regardless of start date(s) and term length(s).

f) Office hours shall be paid at the rate of \$40 per hour as provided in Section 21.2.3(d).

g) Contract/regular faculty members shall not be eligible to participate.

h) The scheduled times and locations for office hours shall be recommended by the part-time faculty member subject to approval by the first-level manager. Office hours shall be posted and students shall be notified by the instructor. Office hours shall be scheduled to meet student needs, and may only be offered on weeks during which the instructor's classes are in session.

i) All office hours shall be in officially assigned District facilities or sites except as provided in Article 19, Section 19.6.

j) Office hours are prorated when assignment is team-taught.

k) Cross-listed sections count as one assignment.

Whenever possible, notification of authorization to conduct office hours shall be issued during the second week of the term. Once the funds have been distributed, no further hours shall be assigned for the term.

In the event that the Chancellor's Office reimbursement rate drops below 90%, or the funded reimbursement rate drops below 90%, the amount allotted for the Part-Time Temporary Faculty Office Hour Fund will be reduced proportionally in the subsequent semester, but will not be reduced to below \$50,000 per semester.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this ____ day of 12/12, 2024.

Chaffey College Faculty Association



Association

Date: 11/18/2024

Chaffey Community College District



District

Date: 12-12-24