

ARTICLE 6

ASSIGNMENT AND SCHEDULING

6.1 Consideration for Assignments

6.1.1 The District shall make available forms on which Unit Members may request assignments and load (up to sixty (60) percent) for a regular semester or trimester.

6.1.1.1 For an assignment request to be eligible for consideration, the request form, properly completed, signed and dated, must be received in the appropriate division/program/area office by the following deadline:

6.1.1.1.1 College Fall Semester Assignment Request

Form must be received by the last instructional day of the previous fall semester. A separate request form for assignment in the following spring semester may be submitted concurrently if the Unit Member wishes to request assignments for both semesters in the academic year.

6.1.1.1.2 College Spring Semester Assignment Request

Form must be received by the last instructional day of the previous spring semester, but may be submitted concurrently with an assignment request for the previous fall semester if the Unit Member wishes to request assignments for both semesters in the academic year.

6.1.1.1.3 School of Continuing Education Trimester Assignment Request

Form must be received by the deadline as stated on the form in use by the Unit Member's program/area; **however, assignment request forms for the winter and spring trimesters may be submitted concurrently with an assignment request for the previous fall trimester if the Unit Member wishes to request assignments for all three trimesters in the academic year.**

6.1.1.2 Request forms received by the appropriate scheduling deadline shall serve as the basis for consideration of Unit Members' requests for assignment.

6.1.1.3 The District will post the request forms on the North Orange County Community College District website.

- 6.1.1.4 The District shall have the right to modify request forms from time to time, at its discretion, to accommodate operational needs; however, the District will consult with the union prior to implementing changes in the forms.
- 6.1.2 A Unit Member who submits a timely request for assignment as provided in section 6.1.1.1 will be given preferred consideration with respect to the Unit Member's request for assignment in a regular semester or trimester if, by the deadline for receipt of the request form, the Unit Member has completed at least a thirty-three (33) percent load for each of (1) four regular semesters in the previous six consecutive regular semesters within the department or area, including the semester by which the request form must be submitted, with no overall unsatisfactory administrative evaluations during that time; or (2) six regular trimesters within the previous nine consecutive regular trimesters within the department or area, including the trimester by which the request must be submitted, with no overall unsatisfactory administrative evaluations during that time, and taking into account the following:
 - 6.1.2.1 the availability of adjunct faculty assignments after regular and contract faculty schedules have been finalized;
 - 6.1.2.2 the Unit Member's qualifications for the requested assignment(s), including prior successful service in the assignment(s);
 - 6.1.2.3 the Unit Member's length of service within the department or area, with the understanding that among qualified candidates, the Unit Member with the greatest length of service will normally have priority;
 - 6.1.2.4 the Unit Member's past performance, including prior evaluations, compliance with employee responsibilities as provided in this Agreement, and other indicators of performance;
 - 6.1.2.5 the need to promote diversity within the department or area.
- 6.1.3 The Immediate Management Supervisor shall be the judge of whether or not a Unit Member is adequately qualified for a specific assignment in applying the provisions of section 6.1.2.2. For purposes of this Article, "qualified" means (1) having adequate preparation for the assignment through appropriate education or experience and (2) possessing effective skills relevant to the assignment and (3) successful prior performance in the assignment within the department or area. No Unit Member shall be employed to provide academic services within the District who does not possess the appropriate minimum qualifications to render service in the assignment.
- 6.1.4 For purposes of this Article, length of service shall be determined by the number of terms of actual service during regular semesters or trimesters as an adjunct faculty member within the department or area at a college or within the School of continuing Education after July 1, 1997.

- 6.1.5 In the event two or more Unit Members are eligible for preferred assignment consideration as provided in section 6.1.2, and have equal length of service within the department or area, any conflict in assignment and load requests shall be decided by the Immediate Management Supervisor.
- 6.1.6 Preferred consideration for assignment accorded a Unit Member as provided in section 6.1.2 shall terminate if the Unit Member declines to accept, in whole or in part, two consecutive offers of assignment made with respect to separate semesters/trimesters.
- 6.1.7 A Unit Member who is granted an approved Legislative or Organizational leave pursuant to the provisions of Article 14, and is eligible for preferred assignment consideration at the time the leave is granted, shall retain the Unit Member's length of service position and shall be entitled to preferred status upon return from the leave.
- 6.1.8 To facilitate the assignment and scheduling of Unit Members, the District may, either on the form on which Unit Members may request assignments as provided in section 6.1.1 of this Article, or by other means of inquiry, solicit information as to the days and times when a Unit Member might be available to perform assignments.
 - 6.1.8.1 Any such inquiry by the District as to the days and times when a Unit Member might be available to perform assignments, or any provision of such information by a Unit Member, is intended solely to assist the District in facilitating the orderly assignment of Unit Members.
 - 6.1.8.2 The provisions of this Article do not entitle any Unit Member, nor in any manner obligate the District to consider or award, assignments on specific days, at specific times, in specific classrooms, or at specific locations.

6.2 Withdrawal and Cancellation of Assignments

- 6.2.1 An assignment offered to a Unit Member may not be preempted after the assignments of regular and contract faculty have been finalized, except if needed to fill the normal load of a contract or regular faculty member. An assignment offered to a Unit Member may not be preempted to fill a canceled overload assignment of a contract or regular faculty member.
- 6.2.2 An assignment offered to a Unit Member may be withdrawn at any time during the first two weeks of a standard academic semester or trimester (or the first 10% of term-length for a period that is shorter than a standard academic semester or trimester) if it is needed to fill the normal load of a contract or regular faculty member. In that event, the District shall consider the length of service of Unit Members in the assignment as a relevant but not controlling factor in deciding which particular assignments to withdraw in order to fill the normal load of contract or regular faculty members, provided that to the extent reasonably possible, assignments of Unit Members with lesser length of service shall be preempted first. No bumping of Unit Members shall occur.

- 6.2.3 The District may cancel a credit class for low enrollment at any time before the first class session if the number of students enrolled is fewer than the minimum number established by the District. The District may cancel a credit class at any time during the first two weeks of a standard academic semester (or the first 10% of term-length for a class scheduled for a period that is shorter than a standard academic semester) if the number of students actually attending is fewer than the minimum number established by the District.
- 6.2.4 The District may cancel a noncredit class for low enrollment at any time before the first class session if the number of students enrolled is fewer than the minimum number established by the District. The District may cancel a noncredit class at any time during the semester or trimester if the number of enrolled students actually attending is fewer than the minimum number established by the District or if conditions arise which make maintaining the class undesirable.
- 6.2.5 The District may cancel a nonteaching assignment at any time before the first scheduled duty day for the assignment or at any time during the semester or trimester if conditions arise which make maintaining the assignment undesirable.

6.3 Conditions of Employment

- 6.3.1 Adjunct faculty are employed on a temporary basis from term-to-term and the District shall retain all customary and usual powers, functions and authority with respect to the employment, retention and termination of temporary faculty members to the full extent of the law.
- 6.3.2 Employment of adjunct faculty during any term shall not exceed, for all assignments within the District, sixty (60) percent of the load of scheduled duties for a full-time regular faculty member having comparable duties averaged over the semester or trimester. The District shall have the authority to make and terminate any assignments of Unit Members in a manner that will ensure that the workload of each Unit Member does not exceed sixty (60) percent of the load of scheduled duties for a full-time regular faculty member having comparable duties averaged over the semester or trimester.
- 6.3.3 Eligibility for preferred consideration is not an entitlement to, nor a guarantee of, assignment or employment. In the event a Unit Member who has submitted a timely request for assignment as provided in section 6.1.1.1 and is eligible for preferred assignment consideration within a department or area as provided in section 6.1.2 is not offered the requested assignment or is not offered any reemployment for the next regular semester or trimester, the Unit Member shall be entitled to receive, upon request, a written statement of the reason(s).
 - 6.3.3.1 The reason(s) for not offering the requested assignment or for nonreemployment shall be final and shall not be subject to the grievance provisions of Article 16.

6.3.3.2 The provision by the District of reasons for not offering the requested assignment or for nonreemployment of a Unit Member shall not be construed to create any obligation of the District to show cause for not offering the requested assignment or for the nonreemployment nor in any way impair the District's statutory rights pursuant to Education Code Section 87665.

6.3.4 Except as provided in section 6.3.2, the provisions of this Article shall not apply to any summer session or intersession, or to substitute or "as needed" assignments.

ARTICLE 7

WORKING CONDITIONS

- 7.1 Unit Members who perform assignments at the colleges shall have one designated official mailbox on campus during the term of their assignment.
- 7.2 If authorized in advance by the President/Provost or designee, a Unit Member may receive reimbursement for business mileage related to the Unit Member's assignment for travel off-campus in accordance with District policy; however, no mileage reimbursement will be allowed for commuting within the District where a Unit Member has accepted assignments at multiple sites. Mileage requests shall be submitted to the Unit Member's Immediate Management Supervisor.
- 7.3 In the absence of a separate and express written agreement between a Unit Member and the District to the contrary, a Unit Member shall have the exclusive property right to materials devices and processes developed by the Unit Member, provided that the Unit Member shall reimburse the District for any property owned by the District and physically incorporated in such materials or devices. The District will neither recognize nor honor the claim of any Unit Member to compensation from the District under an implied contract based upon the use of any materials, devices or processes developed by a Unit Member and used by the Unit Member in the course of employment with the District.
- 7.4 Parking for Unit Members who perform regular assignments at Cypress College, Fullerton College and the Anaheim Campus will be granted in the designated areas free of charge.
- 7.5 Upon request, the Immediate Management Supervisor will provide Unit Members new to the department or area with information regarding division services and supplies, absence reporting procedures, record reporting procedures and deadlines, division hours and contact persons, meetings, training and other department activities related to the Unit Member's assignment.
- 7.6 In accordance with established campus, division and department procedures, Unit Members shall have reasonable access to the usual and customary teaching supplies and instructional equipment for use in the classroom that are available to full-time faculty within the department. It is understood that such supplies and equipment for use in the classroom may not be accessible at the time of a Unit Member's classroom assignment where the assignment does not coincide with the operating schedule of the department, division or facility from which the supplies or equipment would be obtained.
- 7.7 Employee Responsibilities
- 7.7.1 Unit Members shall be responsible for compliance with District and campus policies and procedures, to the extent not inconsistent with this Agreement, and for compliance with the provisions of this Agreement.
- 7.7.2 Unit Members shall be responsible for the timely submission of attendance records and grades and compliance with other administrative and clerical requirements as directed.

- 9.3.2 Where the Unit Member has students who are incapable of providing feedback, or where evaluation by students is clearly impractical, the requirement for administration of student evaluations may be waived or modified by mutual agreement of the Immediate Management Supervisor and the Unit Member, and the reasons made part of the evaluation report.

9.4 Administrative Evaluation

- 9.4.1 Within the first four weeks of the semester or trimester in which the evaluation is to occur, the Immediate Management Supervisor or designee will provide those Unit Members to be evaluated with an evaluation packet consisting of the following;

9.4.1.1 instructions which outline the evaluation process;

9.4.1.2 a copy of the Performance Evaluation form;

9.4.1.3 a list of job-related materials such as course syllabi, samples of assignments, examinations, class handouts, etc., to be submitted for review and the date by which such materials are to be submitted, which shall be not less than fourteen (14) calendar days from the date of notice.

9.4.1.4 a form which shall be completed by the Unit Member indicating the Unit Member's current mailing address and returned to the Immediate Management Supervisor not more than fourteen (14) calendar days from the date of notice.

- 9.4.2 The Immediate Management Supervisor or designee shall conduct a classroom/worksite observation which shall be scheduled subsequent to the first quarter and prior to the last eighth of the term.

9.4.2.1 Where the Unit Member to be evaluated is performing a credit assignment, at least fourteen (14) calendar days prior to observation, the Immediate Management Supervisor or designee will provide the Unit Member with notification of not more than two alternative dates and approximate times during which the classroom/worksite observation may be conducted.

9.4.2.2 Where the Unit Member to be evaluated is performing a noncredit assignment, at least fourteen (14) calendar days prior to observation, the Immediate Management Supervisor or designee will provide the Unit Member with notification of not more than three alternative dates and approximate times during which the classroom/worksite observation may be conducted.

9.4.2.3 A designee who conducts a classroom/worksite observation may be any of the following: another academic administrator; a management program assistant; a full-time faculty member; an adjunct faculty member; a professional expert with teaching experience.

- 9.4.3 At least fourteen (14) calendar days prior to the classroom/worksite observation, the Immediate Management Supervisor or designee will provide the Unit Member with notification of the dates, classes or other circumstances during which student evaluations will be administered.
- 9.4.3.1 The Unit Member shall leave the classroom prior to the administration of the student evaluations (Appendixes B-4 through B-6).
- 9.4.3.2 The student evaluation forms (or other raw data) shall be retained by the Immediate Management Supervisor until the final grades have been posted, after which time they shall be provided to the Unit Member, if requested by the Unit Member within ninety calendar days of the last instructional day of the term for which the Unit Member was evaluated.
- 9.4.4 Evaluations shall use the Adjunct Faculty Evaluation Form (Appendixes B-1 through B-3) as appropriate to the assignment of the Unit Member and shall result in a rating for each evaluative criterion and an overall rating of either satisfactory or unsatisfactory.
- 9.4.5 The assessment of the Immediate Management Supervisor or designee and a summary of the results of the student evaluations shall be recorded on the appropriate evaluation form.
- 9.4.6 The completed evaluation form will be given to the Unit Member for review, either by personal delivery or by U.S. mail to the mailing address specified by the Unit Member as provided in section 9.4.1.4. Within fourteen (14) calendar days of the date of mailing of the evaluation form, the Unit Member shall sign and return the evaluation form to the Immediate Management Supervisor. The Unit Member shall have the right to enter and have attached the Unit Member's response to the evaluation. The evaluation form and the Unit Member's response, if any, shall be placed in the Unit Member's personnel file. The Unit Member may also attach a written request for a post-evaluation conference with the evaluator to discuss the results of the evaluation. If requested by the Unit Member, a post-evaluation conference shall be scheduled at a time reasonably convenient to the Unit Member.
- 9.4.7 In the event the evaluation results in unsatisfactory ratings or recommendations for improvement, a followup evaluation may be conducted at the discretion of the Immediate Management Supervisor. The followup evaluation will be placed in the Unit Member's personnel file.
- 9.4.8 A Unit Member who has received an overall satisfactory rating for each of the previous two (2) evaluations and who receives an overall unsatisfactory rating for the current evaluation shall be entitled to a followup assessment with respect to noted areas of deficiency, if requested by the Unit Member. The followup assessment shall be limited to assessment of evaluative criteria with unsatisfactory ratings and shall be completed by the end of the Unit Member's assignment for the term. The followup assessment will be placed in the Unit Member's personnel file.

9.4.9 Where the Unit Member's assignment during the term of evaluation is less than the full duration of the semester or trimester, the evaluation process shall be conducted in accordance with timelines developed by the Immediate Management Supervisor, after consultation with the Unit Member.

9.5 Peer Evaluation

9.5.1 During the semester or trimester for which the administrative evaluation is to be conducted, the Unit Member may select another Unit Member or full-time faculty member who is currently employed by the District within the Unit Member's department or division to conduct a peer evaluation. Participation in the evaluation process by a faculty member selected as a peer evaluator shall be voluntary.

9.5.2 A faculty member selected as a peer evaluator shall not have participated in the most recent evaluation of the Unit Member being evaluated.

9.5.3 Peer evaluations shall use the Adjunct Faculty Evaluation Form (Appendixes B-1 through B-3) as appropriate to the assignment of the Unit Member and shall result in a rating for each evaluative criterion and an overall rating of either satisfactory or unsatisfactory.

9.5.4 At the option of the Unit Member being evaluated, a copy of the peer evaluation may be forwarded to the District Office of Human Resources for inclusion in the Unit Member's personnel file.

Human Resources or designee. Salary column adjustments will not be made during the academic year.

- 11.2.2.5 All degrees and coursework must be obtained from an accredited institution listed in the Directory of Accredited Institutions of Postsecondary Education, published for the Council on Postsecondary Accreditation by the American Council on Education.

11.2.3 Salary Step Placement and Advancement

- 11.2.3.1 New Unit Members compensated on Schedule A shall be placed on Step 0 of the schedule. For purposes of this section, a new Unit Member is a Unit Member who has not been previously placed and paid on Schedule A. Step placement on the salary schedule shall be as a new employee after a break in service of eighteen (18) months.

Salary step progression on Schedule A shall be based exclusively upon service with the District, with eligibility for step advancement after either of the following:

- 11.2.3.1.1 Eighteen (18) lecture hour equivalent units of credit instruction at the previous step. These units must be for service performed during regular semesters.

- 11.2.3.1.2 Three (3) regular semesters of credit instruction at the previous step. One semester of service shall require the teaching of at least one full semester course or its equivalent.

- 11.2.3.2 New Unit Members compensated on Schedule B shall be placed on Step 0 of the schedule. For purposes of this section, a new Unit Member is a Unit Member who has not been previously placed and paid on Schedule B. Step placement on the salary schedule shall be as a new employee after a break in service of eighteen (18) months.

Salary step progression on Schedule B shall be based exclusively upon service with the District, with eligibility for step advancement after either of the following:

- 11.2.3.2.1 Three hundred fifteen (315) hours of counseling or librarian service at the previous step. These hours must be for service performed during regular semesters.

- 11.2.3.2.2 Three (3) regular semesters of counseling or librarian service at the previous step. One semester of service shall require the performance of at least fifty-three (53) hours of service.

- 11.2.3.3 Service during any summer session or intersession, or service in substitute or "as needed" assignments shall not be applied toward eligibility for salary step advancement.

11.2.3.4 Salary step advancement shall be authorized after the Unit Member has filed a request for such advancement, on a form provided by the District, and has satisfied the advancement criteria specified above. The request must be submitted to the District office of Human Resources on or before the second Friday in August of the academic year for which the salary step advancement is requested to become effective and must be approved by the Vice Chancellor of Human Resources or designee. Salary step adjustments will not be made during the academic year.

11.3 Noncredit instruction assignments will be paid at the hourly rate specified in Schedule C of the Adjunct Faculty Hourly Salary Schedule.

ARTICLE 12

BENEFITS

- 12.1 For qualifying Unit Members, and subject to all of the terms and conditions as provided in this Article, the District will reimburse up to seven hundred twenty-six dollars (\$726) per regular semester, or four hundred eighty-four dollars (\$484) per regular trimester, for insurance premiums paid by the Unit Member during the semester or trimester to an independent health care plan in which the Unit Member is enrolled. The total amount of the District reimbursement to any Unit Member shall not exceed fourteen hundred fifty-two dollars (\$1452) in any fiscal year and shall apply only to premiums paid for health coverage of the Unit Member.
- 12.2 To qualify for the insurance premium reimbursement, a Unit Member shall meet the following eligibility requirements:
- 12.2.1 The Unit Member must not be otherwise eligible for or enrolled in health care coverage, as an employee, spouse, domestic partner, or dependent, under a health insurance program sponsored or paid, in full or in part, by another employer.
- 12.2.2 The Unit Member must be actively employed during a regular semester in a credit teaching, counseling or librarian assignment with a load of at least thirty-three (33) percent and must have been employed by the District as an adjunct faculty member in a credit teaching, counseling or librarian assignment for at least three (3) regular semesters in the previous five (5) regular semesters; or
- The Unit Member must be actively employed during a regular trimester in a noncredit teaching or counseling assignment with a load of at least thirty-three (33) percent and must have been employed by the District as an adjunct faculty member in a noncredit teaching or counseling assignment for at least five (5) regular trimesters in the previous nine (9) regular trimesters.
- 12.3 If the load of a Unit Member who is otherwise eligible as provided in section 12.2 declines to less than thirty-three (33) percent due to assignment cancellation or bumping prior to the fifteenth calendar day of the semester or trimester, the Unit Member will not be eligible for the insurance premium reimbursement for that semester or trimester. If the load of a Unit Member who is otherwise eligible as provided in section 12.2 declines to less than thirty-three (33) percent due to assignment cancellation or bumping after the fourteenth calendar day of the semester or trimester, the Unit Member will retain eligibility for the insurance premium reimbursement for that semester or trimester. However, any voluntary action by the Unit Member which causes the Unit Member's load to decline below thirty-three (33) percent will terminate the Unit Member's eligibility for that semester or trimester.
- 12.4 The parties agree that the District's primary responsibility regarding scheduling of faculty and assignments is to best meet the needs of students and programs, and that this health insurance premium reimbursement program does not obligate the District to schedule a minimum load for any Unit Member from one term to another.

- 12.5 To receive reimbursement for premiums paid during a semester or trimester, a Unit Member must meet the eligibility requirements as provided in this Article and must apply for reimbursement by submitting a (one per semester or trimester) properly completed and signed *Adjunct Faculty Health Insurance Premium Reimbursement* form, accompanied by proof of insurance and proof of payment, to the District Office of Human Resources not later than the last day of the semester or trimester for which reimbursement is to be claimed. A separate application for reimbursement, as provided herein, must be submitted for each semester or trimester for which reimbursement is to be claimed.
- 12.5.1 The District insurance premium reimbursement will be made directly to the Unit Member in a single payment, by separate reimbursement check payable to the Unit Member, for the actual amount of premium payments made by the Unit Member during the semester or trimester, up to the limits specified in section 12.1, after validation of the Unit Member's eligibility. Reimbursement shall be made as soon as is practicable after the Unit Member has applied for reimbursement in accordance with the provisions of 12.5.
- 12.5.2 Federal and State withholding taxes will not be deducted from the reimbursement check. The Unit Member shall be responsible for any federal or state tax liability arising out of, or related to the receipt of reimbursement from the District for medical insurance premiums and shall hold harmless the District with respect thereto.
- 12.5.3 The District shall not be held responsible for conditions imposed by regulatory agencies or insurance carriers that are beyond the control of the District.
- 12.5.4 Failure of a Unit Member to apply for reimbursement in accordance with the provisions of section 12.5 or to otherwise provide, within twenty-one (21) calendar days of request, such information as may be requested by the District to validate the Unit Member's application for reimbursement, shall render the Unit Member ineligible for reimbursement for that semester or trimester.
- 12.6 The District shall have the right to request from the Unit Member and the insurance carrier such information as is reasonably necessary to validate the Unit Member's eligibility, proof of insurance and proof of payment including, but not limited to, invoices or billing notices, canceled checks, etc.
- 12.7 Service by a Unit Member during any summer session or other intersession, or service in substitute or "as needed" assignments, shall not count toward the eligibility requirements to qualify for the District health insurance premium contribution.
- 12.8 Fraudulent application for reimbursement of premiums or falsification of information supplied in conjunction with such application shall render a Unit Member permanently ineligible for further reimbursement of premiums under the provisions of this Article.