

Collective Bargaining Agreement Between

North Orange County  
Community College District  
and  
Adjunct Faculty United  
Local 6106 AFT/AFL/CIO

July 1, 2013 – June 30, 2016 (Updated October 2015)



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## ARTICLE 1

### AGREEMENT

#### 1.1 Effect of Agreement, Separability and Savings

- 1.1.1 The articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Board of Trustees ("Board") of the North Orange County Community College District ("District") and the American Federation of Teachers (AFT) Local 6106, Adjunct Faculty United AFT/CFT ("Union").
- 1.1.2 The provisions of this agreement shall be effective on July 1, 2013, except as specially provided otherwise in this Agreement, and shall continue in full force and effect for a term of three years
- 1.1.3 This Agreement contains the full and complete commitment between the District and the Union and may be altered, changed, added to, deleted from, or modified only through the voluntary and mutual consent of the parties in a written and properly signed amendment to this agreement.
- 1.1.4 During the term of this Agreement, except as specifically provided otherwise in this Agreement, the District and the Union expressly waive and relinquish the right to bargain collectively with respect to any subject or matter, whether referred to herein or not, even though such subject or matter may not have been in the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- 1.1.5 Unless specifically provided otherwise in this Agreement, nothing herein shall invalidate or limit the District's right to continue the exercise of any past practice or understanding with any Unit Member or group of Unit Members in existence prior to the effective date of this Agreement. The District shall not be bound by any past practice or understanding with any Unit member or group of Unit Members in existence prior to the effective date of this Agreement, unless specifically provided otherwise in this Agreement.
- 1.1.6 The specific provisions of this Agreement shall prevail over the District's written policies and written procedures to the extent such policies and procedures are inconsistent with its terms.
- 1.1.7 Should any provision of this Agreement be rendered invalid, or should compliance with or enforcement of any provision be restrained by operation of any law, rule, regulation or order issued by a governmental or judicial authority other than the District, such provision shall be immediately suspended and shall be of no effect. Hereunder so long as such law, rule regulation or order shall remain in effect. In the event of invalidation, restraint or suspension of any provision of this agreement as provided above, either party may serve upon the other a written request to negotiate the effects of such invalidation, restraint or suspension. Negotiations shall commence within thirty (30) calendar days of the service and receipt of such written request.

#### 1.2 Negotiations

- 1.2.1 During the term of this Agreement, the Union and the District shall have the right to reopen this Agreement in each of the 2013/2014, 2014/2015, and 2015/2016 fiscal years regarding the articles concerning salaries and benefits and two (2) other articles. In the event either party desires to negotiate reopeners as provided herein, such party shall serve upon the other by October 15<sup>th</sup> of each year, a written request to commence negotiations and an initial written proposal for such reopeners.
- 1.2.2 By mutual written agreement, the Union and the District may agree to negotiate at any time regarding any article within this Agreement.

1.2.3 In the event either the Union or the District desires to negotiate a successor Agreement, such party shall serve upon the other, not earlier than six (6) months prior to the expiration date of the Agreement, a written request to commence negotiations and an initial written proposal for such successor Agreement.

## ARTICLE 2

### RECOGNITION

#### 2.1 Recognition of Adjunct Faculty United

2.1.1 The Board of Trustees ("Board") of the North Orange County Community College District ("District") recognizes the American Federation of Teachers (AFT) Local 6106, Adjunct Faculty United AFT/CFT, as the exclusive representative for the bargaining unit established by the Public Employment Relations Board (PERB), case number LA-RR-1407. Specifically, the unit shall include part-time hourly academic employees performing credit or noncredit assignments as instructors, counselors and librarians and employed in such assignments for not more than sixty (67) percent of the load of scheduled duties for a full-time regular faculty member having comparable duties averaged over the semester or term. For purposes of this article:

2.1.1.1 "Part-time hourly academic employee" means a faculty member who is employed at an hourly or per unit rate pursuant to Education Code Section 87482.5 in a position requiring minimum qualifications pursuant to Education Code Section 87001;

2.1.1.2 "Scheduled duties" means those duties that comprise the portion of a regular faculty member's contractual responsibilities that consist of teaching, counseling or librarianship assignments, but excludes office hours and campus hours. "Sixty-seven (67) percent of the load of scheduled duties for a full-time regular faculty member" is equated as follows:

2.1.1.2.1 Credit teaching assignments: Ten (10) Lecture Hour Equivalent units;

2.1.1.2.2 Noncredit teaching assignments: Sixteen and one-half (16.5) hours per week;

2.1.1.2.3 Counseling assignments: Twenty-one (21) hours per week;

2.1.1.2.4 Librarianship assignments: Twenty-three (23) hours per week.

2.1.1.3 The sixty-seven (67) percent load equivalents as stated above shall be revised accordingly by the District in the event of a change in the basis for calculating the load of scheduled duties for full-time regular faculty members, as defined in the collective bargaining agreement governing regular and contract faculty.

2.1.1.4 The parties agree that in the event Section 87482.5 of the California Education Code is amended to increase the specified percentage of employment for part-time hourly academic employees to more than sixty-seven (67) percent of the hours per week considered a full-time assignment for regular employees having comparable duties, the increased percentage of employment shall be incorporated into this article at the time it becomes operative. Sections 2.1.1, 2.1.1.2 and 2.1.1.3 shall be understood to incorporate such change pending the official negotiations of the parties.

2.1.2 The unit shall exclude the following:

2.1.2.1 Full-time or pro rata contract (probationary) and regular (tenured) faculty members, including overload assignments performed by said faculty members;

2.1.2.2 Temporary faculty members employed and paid on the Regular and Contract Faculty Salary Schedule;

2.1.2.3 Day-to-day substitutes;

2.1.2.4 Administrators, managers and confidential employees, including academic assignments performed by said employees;

2.1.2.5 Classified employees, except as to part-time hourly academic assignments performed by said employees as defined in section 2.1.1.1 above;

2.1.2.6 All other District employees, regardless of the service performed, including, but not limited to, professional experts, short-term hourly employees and student employees.

2.2 Recognition of the District

Adjunct Faculty United AFT/CFT recognizes the Board as the exclusive representative of the District.

2.3 Negotiation Through Designated Representatives

The parties agree to negotiate exclusively through the designated bargaining representative appointed by each party.



## ARTICLE 3

### UNION RIGHTS

#### 3.1 Institutional Facilities

- 3.1.1 The Union shall have the right to use institutional bulletin boards and mailboxes, subject to reasonable regulation by the District, for the routine posting or transmission of information or notices concerning union matters. The District will provide the union with an official mailbox at each college. District and campus mail systems and other District means of communication shall not be used for the distribution of political materials.
- 3.1.2 The Union shall have the right to use institutional facilities and standard office equipment, subject to reasonable regulation by the District, for the purposes of conducting Union business. Access to, and use of, institutional facilities shall be subject to availability in accordance with site scheduling and reservation procedures.
- 3.1.3 Use of or access to institutional bulletin boards, mailboxes, facilities and equipment by the Union shall not interfere with or interrupt District/campus operations, classroom activities, or the scheduled duties of employees. District supplies and materials shall not be used for organizational purposes. In cases of use or access that will result in costs to the District, the union shall make arrangements for reimbursement to the District prior to such use or access.
- 3.1.4 The District will provide office space for the Union at Fullerton College and Cypress College.

#### 3.2 Information to Adjunct Faculty United

- 3.2.1 Once each regular semester or trimester, if requested by the Union, the District will, within fifteen (15) working days of such request, furnish the Union with a list of the names, job titles and information regarding the load or compensation of the Unit Members then currently employed, based on current information in the District's computer files.
- 3.2.2 Once each regular semester or trimester, if requested by the Union, the District will, within fifteen (15) working days of such request, furnish the Union with a list of the names, date of hire, home addresses and telephone numbers of Unit Members, except for those Unit Members who have requested that such information not be disclosed, based on current information in the District's computer files.
- 3.2.3 The district will furnish the Union with a copy of this Agreement for each Unit Member after negotiations are completed for a new contract and will post the Agreement on the District website.
- 3.2.4 Twice each regular semester or trimester, if requested by the union, the District will, within fifteen (15) working days of such request, furnish the Union with a list of the names, college (i.e., Cypress College, Fullerton College, School of Continuing Education) and course assignments of Unit members, based on current information in the District's computer files. If requested by the Union, this information will be provided in electronic spreadsheet format, as selected by the District.

#### 3.3 Compensation for Union Business

- 3.3.1 In satisfaction of the requirements of Chapter 10.7 of the Government Code, during the regular semester/trimester and scheduled instructional intersessions, the District shall provide a cumulative total of not more than five hundred twenty-five (525) hours of compensation each academic year to such Unit Members as may be designated by the Union for the purposes of meeting and negotiating hourly rate on the Adjunct Faculty Salary Schedule.

- 3.3.2 To be eligible for compensation as provided in section 3.3.1, a Unit Member must be employed in an academic assignment with the District, as provided in Article 2, section 2.1.1.1 of this Agreement, during the regular semester/trimester or scheduled instructional intersession in which such compensation is to be awarded. The hours of compensation shall not be reflected in the load schedule of the Unit member.
- 3.3.2.1 The District and the Union agree that pursuant to the provisions of section 87482.5 (c)(1) of the Education Code, the hours of compensation for union activities awarded to any Unit Member as provided herein shall constitute “ancillary activities” and shall not be used for purposes of calculating eligibility for contract or regular status with the District.
- 3.3.2.2 The hours of compensation for union activities awarded to any Unit Member as provided herein shall not count toward the eligibility requirements to qualify for “preferred consideration” with respect to a Unit Member’s request for assignment as provided in Article 6 of this Agreement.
- 3.3.2.3 The hours of compensation for union activities awarded to any Unit Member as provided herein shall not count toward the eligibility requirements to qualify for the District health insurance premium reimbursement as provided in Article 12 of this Agreement.
- 3.3.3 Not later than the last day of the spring semester, the Union will provide the Vice Chancellor of Human Resources with a list of such designated Unit Members and the number of hours of compensation awarded to each pursuant to this section for each regular semester/trimester and scheduled instructional intersession during the next academic year. The Union shall promptly notify the District should subsequent changes be necessary.

## ARTICLE 4

### ORGANIZATIONAL SECURITY

- 4.1 Upon receipt of written notice from the Union, the District will implement the provisions of SB1960 (Chapter 893, Statutes of 2000) regarding membership dues and fair share service fees ("service fees") as provided in the Article.
- 4.1.1 Except as expressly exempted herein, all bargaining unit employees who do not maintain membership in the Union are required as a condition of continued employment to pay service fees to the Union.
- 4.1.2 The Union has the exclusive right to have employee organization membership dues and service fees deducted by the District from the wages or salary of employees in the bargaining unit in accordance with the provisions of this Article.
- 4.1.3 Upon request for implementation of the provisions of SB 1960 by the Union, the District will implement automatic payroll deductions for all current bargaining unit employees in accordance with the District's procedures and the Union's dues and service fees schedule or payments to a designated charitable fund in lieu of service fees in case of an employee's bona fide religious objection. Payroll deductions shall be processed in accordance with standard District operating procedures from the first day of the month following 45 calendar days after receipt by the District of the written notice as provided in section 4.1. The District will implement automatic payroll deductions for new bargaining unit employees upon employment.
- 4.1.4 Bargaining unit employees, in lieu of payroll deductions, may pay dues or service fees directly to the Union or, in the case of bona fide religious objection, provide proof of payment to a designated charitable fund. In the event an employee pays dues or service fees directly to the Union, the District shall cease automatic payroll deduction, in accordance with standard District operating procedures, after receipt of written notice from the Union specifying the names of the unit employees.
- 4.1.5 The Union may specify a change in the amount of the dues or service fees provided an authorized Union officer submits a written notice to the District for such adjustment. Revised payroll deductions will be processed in accordance with standard District operating procedures from the first day of the month following 45 calendar days after receipt by the District of the Union's written notice for adjustment.
- 4.1.6 The District shall, without charge, transmit to the Union the sums deducted under this Article, except that the District shall transmit to a designated charitable fund sums deducted in lieu of service fees in the case of an employee's bona fide religious objection.
- 4.2 Any employee who has a bona fide religious objection, as defined in Government Code section 3546.3, to the payment of service fees in support of an "employee organization," as defined in Government Code section 3540.1(d), shall not be required to join, maintain membership in, or pay dues or service fees required as a condition of employment. However, such employee shall be required, in lieu of service fees required by this Article, to pay sums equal to such service fees to any one of the following four designated nonreligious, nonlabor, charitable funds exempt from taxation under section 501(c)(3) of Title 26 of the United States Internal Revenue Code:
- 4.2.1 Cypress College Foundation
- 4.2.2 Fullerton College Foundation
- 4.2.3 Children's Hospital of Orange County
- 4.2.4 Latino Health Access

- 4.3 Any employee claiming this religious exemption shall, as a condition of continued exemption, furnish to the Union and to the District a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets of teachings set forth objections to joining or financially supporting employee organizations.
- 4.4 The Union shall establish internal complaint procedures for resolving issues such as the appropriateness of service fees. It shall be the sole responsibility of the Union to resolve such complaints, and it is the expressed intent of the parties that any such dispute or claim shall be specifically excluded from the grievance procedure as provided in this Agreement.
- 4.5 The Union agrees to indemnify and financially hold harmless the District, its Governing Board, officers and administrators against any and all claims, demands, costs, lawsuits, including attorney fees incurred in defending said persons or District, or any other form of liability or expense, including but not limited to, all court or administrative agency costs, that may arise out of or by reason of action taken by the District for the purpose of complying with this Article.

## ARTICLE 5

### PERSONNEL FILES

- 5.1 The personnel file of each Unit member shall be maintained at the District Central Administration Office.
- 5.2 Materials in the personnel file of any Unit Member which may serve as a basis for affecting the Unit Member's employment status shall be made available for inspection by the Unit Member, except the following:
- 5.2.1 ratings, reports or records which were obtained prior to the employment of the Unit Member;
  - 5.2.2 materials prepared by identifiable members of any examination or hiring committee prior to the employment of the Unit Member;
  - 5.2.3 materials obtained in connection with any promotional evaluation or examination.
- 5.3 Except as provided in section 5.2, a Unit member shall have the right to inspect the Unit Member's personnel file upon request, provided that such inspection shall be made during normal business hours and at a time when the Unit Member is not otherwise required to render service to the District. An officially designated representative of the Union may inspect a Unit Member's personnel file upon written request and authorization of the Unit member, provided that such inspection shall be made during normal business hours and at a time when the union representative, if then employed by the District, is not otherwise required to render service to the District.
- 5.4 Information of a derogatory nature, with the exception of materials specified in subsections 5.2.1, 5.2.2 and 5.2.3, shall not be entered or filed unless and until the Unit Member is given notice and opportunity to review and comment thereon.
- 5.4.1 Such review shall take place during normal business hours and the Unit Member shall be released from duty for this purpose, if necessary, without loss of pay.
  - 5.4.2 A Unit member shall have the right to enter, and have attached to any such derogatory statement, the Unit Member's response. Such written response shall be submitted within ten (10) working days of the Unit Member's receipt of notice as provided in section 5.4
- 5.5 Derogatory material for which the originator cannot be identified may not be placed in a Unit member's personnel file.
- 5.6 Subject to reasonable regulation by the District, a Unit Member shall have the right to submit materials related to the Unit Member's performance as an employee of the District for placement in the Unit Member's personnel file.
- 5.7 Upon receipt of a written request from a Unit Member which identifies specific derogatory materials, the Vice Chancellor of Human Resources or designee will remove said derogatory materials from the Unit Member's personnel file subject to the following:
- 5.7.1 Derogatory materials, with the exception of evaluations and supporting materials, may be removed from the Unit Member's personnel file after six (6) regular semesters or nine (9) regular quarters/trimesters of paid service by the Unit Member subsequent to the placement of the derogatory material in the file, provided no other related derogatory materials have been placed in the file within that period.
  - 5.7.2 Evaluations and supporting information may not be removed before a subsequent evaluation that has no unsatisfactory ratings or derogatory comments has been placed in the file.

## ARTICLE 6

### ASSIGNMENT AND SCHEDULING

#### 6.1 Request for Assignment

6.1.1 The District shall make available forms, which shall be posted on the North Orange County Community College District website, on which Unit Members may request assignments and load (up to sixty (60) percent) for a regular semester or trimester and indicate the assignment(s) and load they would be willing to assume for that semester or trimester.

6.1.2 For an assignment request to be valid and eligible for consideration, the District assignment request form, properly completed, signed and dated, must be submitted within the specified window period and received in the appropriate office by the specified deadline as follows:

##### 6.1.2.1 College Semester Assignment Requests

6.1.2.1.1 College Fall Semester Assignment Request: Form must be received in the appropriate division office not later than the first instructional day of November of the previous fall semester, but not earlier than the first instructional day of the previous fall semester.

6.1.2.1.2 College Spring Semester Assignment Request: Form must be received in the appropriate division office not later than the first instructional day of April of the previous spring semester, but not earlier than the first instructional day of the previous spring semester.

6.1.2.1.3 A separate assignment request form must be submitted for each semester. Requests for teaching assignments must specify each course the Unit Member would be willing to assume as an assignment.

##### 6.1.2.2 School of Continuing Education Trimester Assignment Requests:

6.1.2.2.1 School of Continuing Education Fall Trimester Assignment Request: Form must be received in the appropriate department office not later than the last instructional day of the previous winter trimester, but not earlier than the first instructional day of the previous winter trimester.

6.1.2.2.2 School of Continuing Education Winter Trimester Assignment Request: Form must be received in the appropriate department office not later than the last instructional day of the previous spring trimester, but not earlier than the first instructional day of the previous spring trimester.

6.1.2.2.3 School of continuing Education Spring Trimester Assignment Request: Form must be received in the appropriate department office not later than the last instructional day of the previous spring trimester, but not earlier than the first instructional day of the previous spring trimester.

6.1.2.2.4 A separate assignment request form must be submitted for each trimester. Request for teaching assignments must specify each course the Unit Member would be willing to assume as an assignment.

6.1.3 The District shall have the right to modify the forms from time to time, at its discretion. However, the District will consult with the Union prior to implementing changes in the forms.

## 6.2 Preferred Consideration of Request for Assignment

- 6.2.1 A Unit member who submits a timely and properly completed request for assignment form in accordance with the provisions of section 6.1.2 et. seq., 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 assignment request form, all of the following apply:
- 6.2.1.1 the Unit Member has completed at least a thirty-three (33) percent load for each of four (4) regular semesters within the previous six (6) consecutive regular trimesters within the department or area offering the requested assignment(s), including the semester by which the request from must be submitted (college assignments); or
- the Unit Member has completed at least a thirty-three (33) percent load for each of six (6) regular trimesters within the previous nine (9) consecutive regular trimesters within the department or area offering the requested assignment(s), including the trimester by which the request must be submitted (School of Continuing Education assignments);
- 6.2.1.2 the Unit Member has no overall "needs improvement" or "unsatisfactory" administrative evaluations during the applicable previous six (6) consecutive regular semesters or previous nine (9) consecutive regular trimesters;
- 6.2.1.3 the Unit Member has not declined, in whole or in part, two offers of assignment during the applicable previous six (6) consecutive regular semesters or previous nine (9) consecutive regular trimesters.
- 6.2.2 Accordance of preferred consideration for assignments shall be subject to the following, as determined by the District;
- 6.2.2.1 the availability of requested assignments after regular and contract faculty schedules have been finalized;
- 6.2.2.2 the Unit Member's qualifications for the requested assignment(s), including, but not limited to, the Unit Member's possession of adequate preparation for the assignment through appropriate education or experience, possession of the effective skills relevant to the assignment, possession of particular expertise relevant to the assignment, recency of education preparation, experience and skills relevant to the assignment, prior successful service in the assignment within the department, and recency of performance of the requested assignment within the department;
- 6.2.2.3 the Unit Member's past performance during the applicable previous six (6) consecutive regular semesters or previous nine (9) consecutive regular trimesters, including, but not limited to, prior performance evaluations, compliance with employee responsibilities as provided in this Agreement, and other indicators of performance;
- 6.2.2.4 the need to promote diversity, particular expertise, and recency of skill sets within the department or area.
- 6.2.3 In the event of a conflict among equally qualified Unit Members who have submitted timely and valid requests for assignment and who meet the requirements for preferred consideration of their requests, priority for assignment will normally be accorded the Unit Member with the greatest length of service. Length of service shall be determined by the number of regular semesters or trimesters of actual service, after July 1, 1997, as a Unit Member within the department offering the requested assignment(s). In the event the Unit Members have equal length of service within the department, any conflict in assignment requests shall be decided by the Immediate Management Supervisor.

- 6.2.4 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.

### 6.3 Conditions of Employment

- 6.3.1 Adjunct faculty are temporary employees, the District may employ adjunct faculty on a temporary basis, as needed, either during a specific academic term, or from term to term, at its discretion. 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, any provisions of this Agreement notwithstanding.
- 6.3.2 Unless specifically approved by the Vice Chancellor of Human Resources or designee, the employment of adjunct faculty during any term shall not exceed, for all assignments within the District, sixty-seven (67) 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-seven (67) percent of the load of scheduled duties for a full-time regular faculty member having comparable duties averaged over the semester or trimester. 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.
- 6.3.3 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. However, 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 considering the assignment requests of Unit Members.
- 6.3.4 The scheduling and assignment of work for Unit Members who are offered employment shall be at the sole discretion of the District. Unit Members shall not be entitled to any particular assignment, load, or pattern of assignments on the basis of any previous employment or assignment with the District. Nothing in this Agreement shall limit or restrict the District's right to make and schedule assignments, or to add or eliminate course sections or other assignments at any time.
- 6.3.5 It is understood that although a Unit Member may meet the requirements for preferred consideration of the Unit Member's request for assignment as provided in section 6.2 of this article, this does not create any guarantee, right, or entitlement of the Unit Member to assignment or employment, and nothing in this Agreement shall be construed as creating any obligation of the District to employ, renew the employment of, retain, or continue the employment of 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.
- 6.3.5.1 However, in the event a Unit Member who submits a timely and valid request for assignment as provided in section 6.1.2 of this Article and who meets the requirements for preferred consideration of the Unit Member's request for assignment as provided in section 6.2.1 of this Article is not offered the requested assignment, the Unit Member shall be entitled to receive, upon request, a written statement of the reason(s).
- 6.3.5.2 The provision by the District of the reason(s) for not offering the assignment shall be final, shall not be subject to the grievance provisions of Article 16 of this Agreement, and shall not be construed to create any obligation of the District to show cause for not offering the assignment nor in any way impair the District's authority with respect to the employment, retention, and termination of temporary faculty members to the full extent of the law.



6.4 Withdrawal and Cancellation of Assignments

- 6.4.1 A class or nonteaching assignment offered to a Unit Member may be withdrawn by the District at any time if it is needed to fill the normal load of a contract or regular faculty member. If a Unit Member has been offered an assignment of at least thirty-three (33) percent, and all or part of the assignment is preempted to fill the normal load of a contract or regular faculty member, the assignment shall apply toward the criteria for preferred consideration as provided in section 6.2.1.1 as if it had been completed. An assignment offered to a Unit Member may not be preempted to fill a canceled overload assignment of a contract or regular faculty member.
- 6.4.2 A class that has been offered to a Unit Member may be cancelled by the District at any time prior to the first class session or at any time during the term of the assignment if the number of students enrolled is fewer than the minimum number established by the District or if conditions arise, as determined by the District, which make maintaining the class impractical.
- 6.4.3 A nonteaching assignment that has been offered to a Unit Member may be cancelled by the District at any time before the first scheduled duty day for the assignment or at any time during the term of the assignment if conditions arise, as determined by the District, which make maintaining the assignment impractical.
- 6.4.4 A Unit Member whose assignment is withdrawn or cancelled shall not be entitled to any reassignment to replace the withdrawn or cancelled assignment.

6.5 The provisions of this Article with respect to preferred consideration of a Unit Member's request for assignment shall not apply to the employment of the Unit Members during 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.
- 7.7.3 Unit Members shall be responsible for compliance with campus exit/clearance processes, as directed, for the return of equipment, keys, parking passes and library cards and materials and other District property at the conclusion of their assignments.
- 7.7.4 Unit Members shall maintain a current address and telephone number with the District Office of Human Resources and shall provide written notice within thirty (30) days of any change.
- 7.7.5 Unit Members shall regularly check their NOCCCD issued email account a minimum of once a week and shall use their NOCCCD issued email account for conducting NOCCCD business.

7.8 Ancillary Activities

- 7.8.1 The District and the Union agree that pursuant to the provisions of section 87482.5(c)(1) of the Education Code, any service in professional ancillary activities by Unit Members, whether paid or unpaid, shall not be used for purposes of calculating eligibility for contract or regular status with the District.
- 7.8.2 Ancillary activities include, but are not limited to, the following:
  - 7.8.2.1 Service on District or campus governance committees, including, but not limited to, budget committees, advisory councils, cabinets, accreditation committees, master planning committees, program review committees, etc.;
  - 7.8.2.2 Service on hiring committees;
  - 7.8.2.3 Service on evaluation committees;
  - 7.8.2.4 Participation in department and division meetings and activities;
  - 7.8.2.5 Service on academic/faculty senates;
  - 7.8.2.6 Curriculum and course development projects;
  - 7.8.2.7 Advising student organizations;
  - 7.8.2.8 Providing tutoring services to students outside of class;
  - 7.8.2.9 Grant writing, implementation and management;
  - 7.8.2.10 Participation in, preparation for, or presentation of staff development/orientation activities.
- 7.8.3 Unit Members serving on Academic Senate, District Consultation Council, Technology Coordinating Council and Council on Budget and Facilities shall be compensated for their service on these committees as outlined below and shall not serve on more than one committee per semester.
  - 7.8.3.1. Adjunct Senators shall be compensated for attending Academic Senate meetings not to exceed four hours of pay per month at their regular rate, except Credit Instructors at the lab rate.
  - 7.8.3.2 The Unit Member shall be compensated for attending District Consultation Council not to exceed two hours of pay per month at their regular rate, except Credit Instructors at the lab rate.
  - 7.8.3.3 The Unit Member shall be compensated for attending Technology Coordinating Council not to exceed two hours of pay per month at their regular rate, except Credit Instructors at the lab rate.
  - 7.8.3.4 The Unit Member shall be compensated for attending Council on Budget and Facilities not to exceed four hours of pay per month at their regular rate, except Credit Instructors at the lab rate.

## ARTICLE 8

### MANAGEMENT RIGHTS

- 8.1 The District retains all of its rights, powers, functions and authority to direct, manage and control the affairs of the District to the full extent of the law but not in violation of the law. Such exclusive rights and powers of the District include, but are not limited to:
- 8.1.1 The right to establish educational policies, goals and objectives and to ensure rights and educational opportunities for students;
  - 8.1.2 The right to determine the kinds and levels of service to be provided to the students and to the public and the nature, methods, quantity, quality, frequency and standards of providing such service, including the facilities, supplies, materials and equipment to be used in connection with such service;
  - 8.1.3 The right to determine its organizational structure, including staffing patterns and the number and kinds of personnel required;
  - 8.1.4 The right to determine times and hours of operation and the right to assign, schedule, and direct the work of employees and determine standards of performance;
  - 8.1.5 The right to hire, discipline and terminate employees;
  - 8.1.6 The right to determine its financial structure, including decisions relating to sources of District income, budgetary matters and procedures, payroll practices, fiscal and budget control policies and procedures and budgetary allocations, reserves and expenditures;
  - 8.1.7 The right to build, move or modify facilities;
  - 8.1.8 The right to require employees to comply with District, college and School of Continuing Education rules and regulations not inconsistent with this Agreement;
- 8.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law.
- 8.3 It is further understood and agreed that all rights heretofore exercised by, or inherent in the District, and not expressly contracted away by terms of this Agreement, are retained solely by the District. Failure by the District to exercise any of said rights, or to exercise them in a particular manner, shall not be deemed as a waiver of such rights or preclude the District thereafter from exercising them in some manner at the discretion of the District.
- 8.4 The contractual rights of the Union and Unit Members are set forth in other articles of this Agreement. This Article is not a source of such rights and accordingly, no grievances may be filed under this Article.

## ARTICLE 9

### EVALUATION

#### 9.1 Purpose of Evaluation

- 9.1.1 The purpose of the program of evaluation for adjunct faculty is to improve instruction and support services by providing assessment that recognizes and acknowledges good performance and identifies areas needing improvement.
- 9.1.2 If requested by the Unit Member, the Immediate Management Supervisor or designee will recommend the names of faculty members, if any, who may be willing to provide assistance as mentors in preparing for evaluations and during the evaluation process.

#### 9.2 Frequency of Evaluation

- 9.2.1 Unit Members performing credit assignments shall be evaluated in the first regular semester of paid service, if feasible, but not later than the second regular semester of paid service, and at least once every six (6) regular semesters of paid service thereafter.
- 9.2.2 Unit Members performing noncredit assignments shall be evaluated in the first regular trimester of paid service, if feasible, but not later than the third regular trimester of paid service, and at least once every nine (9) regular trimesters of paid service thereafter.
- 9.2.3 Unit Members shall be evaluated at each school where the Unit Members teach classes or are assigned in accordance with current evaluation procedures.

#### 9.3 Components of Evaluation

- 9.3.1 The evaluation process shall include the following components:
  - 9.3.1.1 an assessment of the Unit Member's performance by the Immediate Management Supervisor or designee which shall include a classroom/worksite observation of duration not less than thirty (30) minutes, but which shall not exceed one (1) class period in the case of classroom observation, or ninety (90) minutes in the case of other worksite observation;
  - 9.3.1.2 a review by the Immediate Management Supervisor or designee of classroom/worksite and other job-related materials prepared by the Unit member, provided that for non-credit programs where the Unit Member does not regularly prepare job-related materials, they are not required to be reviewed;
  - 9.3.1.3 student evaluations, which shall be administered by the Immediate Management Supervisor or designee;
  - 9.3.1.4 an assessment of the Unit Member's performance by a peer reviewer, if elected by the Unit Member pursuant to section 9.5.
- 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 all 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. This form will also be available on the North Orange County Community College District website.
- 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 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 alternate dates and approximate times during which the classroom/worksite observation may be conducted.
  - 9.4.2.2 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; and adjunct faculty member; a professional expert with teaching experience.
- 9.4.3 At least fourteen (14) calendar days in advance, 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 by the assignment of the Unit Member and shall result in a rating for each evaluative criterion and an overall rating of "excellent," "satisfactory," "needs improvement" or "unsatisfactory." Evaluations shall be based upon the criteria set forth in the Adjunct Faculty Evaluation Forms. Evaluations shall not include assessment of the Unit Member's participation in extracurricular activities that are not reasonably related to, and comprehended within, the scope of the Unit Member's instructional or other academic assignment.
- 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 performance evaluation form.
- 9.4.6 If the Unit Member has returned the form, in compliance with section 9.4.1.4, indicating the Unit Member's current mailing address, the completed performance evaluation form will be sent to the Unit Member for review, by U.S. mail to the mailing address specified.
- 9.4.6.1 Within fourteen (14) calendar days of the date of mailing of the evaluation form, the Unit Member shall sign and return the performance evaluation form to the Immediate Management Supervisor. The Unit Member shall have the right to enter and attach a response to the performance evaluation form.

- 9.4.6.2 The Unit Member may also attach to the performance evaluation form a written request for a post-evaluation conference with the evaluator to discuss the results of the evaluation. If so requested by the Unit Member, a post-evaluation conference shall be scheduled at a time reasonably convenient to the Unit Member.
- 9.4.6.3 The performance evaluation form and the Unit Member's attached response, if any, will be placed in the Unit Member's personnel file.
- 9.4.6.4 If the Unit Member does not sign and return the evaluation form and any permitted attachments by the deadline specified in section 9.4.6.1, a notation to that effect shall be made on the performance evaluation form by the Immediate Management Supervisor and the completed performance evaluation form will be placed in the Unit Member's personnel file.
- 9.4.7 If the Unit member has not returned the form, in compliance with section 9.4.1.4, indicating the Unit Member's current mailing address, a notation to that effect shall be made on the performance evaluation form by the Immediate Management Supervisor and the completed performance evaluation form will be placed in the Unit Member's personnel file.
- 9.4.8 In the event the evaluation results in unsatisfactory ratings or recommendations for improvement, a follow-up evaluation may be conducted at the discretion of the Immediate Management Supervisor. The follow-up evaluation 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.
- 9.4.10 In the event the Unit Member is not available for classroom/worksite observation on any of the alternative dates as provided in section 9.4.2.1, or the instructional/worksite activities being conducted on those dates are not appropriate for evaluation as determined by the evaluator, the classroom/worksite observation may be scheduled at the convenience of the evaluator.

## 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 "excellent," "satisfactory," "needs improvement," 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.

## ARTICLE 10

### CLASS SIZE

- 10.1 The class size for courses taught by Unit Members shall be established in accordance with the provisions applying to regular and contract faculty.
- 10.2 The number of students a Unit Member may be required to enroll in a class shall not exceed the established class size, except where a class is established as an oversized class.
- 10.3 Oversized Classes
- 10.3.1 If authorized by the President or designee, a class may be established as an oversized class, or any established oversized class may be increased, either prior to the first day of any instructional period or subsequent to the start of instruction.
- 10.3.1.1 Where a class has been established as an oversized class at the time the class is offered for assignment to a Unit Member, the Unit Member shall be informed that the class is an oversized class.
- 10.3.1.2 After a unit Member has accepted an offer of assignment for a class, a subsequent change which involves creating or increasing an oversized class may be implemented with the agreement of the Unit Member.
- 10.3.2 Oversized classes shall be computed on the basis of the established class size, subject to the following:
- 10.3.2.1 A class scheduled as a one-and-one-half-sized class must attain eighty (80) percent of its established class size on the census date to count as a one-and-one-half-sized class, or it will be reclassified as single-sized class.
- 10.3.2.2 A class scheduled as a double-sized class must attain either (80) percent of its established class size on the census date to count as a double-sized class. If the scheduled double-sized class does not attain either (80) percent of its established class size on the census date, but attains at least sixty (60) percent of its established class size on the census date, the double sized class will be reclassified as a one-and-one-half-sized class. If the scheduled double-sized class attains less than sixty (60) percent of its established class size on the census date, it will be reclassified as a single-sized class.
- 10.3.2.3 A class scheduled as a triple-sized class must attain eighty (80) percent of its established class size on the census date to count as a triple-sized class. If the scheduled triple sized class does not attain eighty (80) percent of its established class size on the census date, but attains at least sixty-six (66) percent of its established class size on the census date, the triple-sized class will be reclassified as a two-and-one-half-sized class. If the scheduled triple-sized class attains less than sixty-six (66) percent of its established class size on the census date, but attains fifty-three (53) percent of its established class size on the census date, it will be reclassified as a double-sized class. If the scheduled triple-sized class attains less than fifty-three (53) percent of its established class size on the census date, but attains at least forty (40) percent of its established class size on the census date, it will be reclassified as a one-and-one-half-sized class. If the scheduled triple-size class attains less than forty (40) percent of its established class size on the census date, it will be reclassified as a single-sized class.



10.3.3 Oversized classes shall not be assigned for classes where the attendance accounting method does not involve a census date.

10.3.4 A Unit Member who teaches an authorized oversized class will be compensated for the class at a multiple of the Unit Member's rate per instructional unit, as follows:

10.3.4.1 a one-and-one-half-sized class will be compensated at one hundred fifty (150) percent of the Unit Member's rate per unit;

10.3.4.2 a double-sized class will be compensated at two hundred (200) percent of the Unit Member's rate per unit;

10.3.4.3 a two-and-one-half-sized class will be compensated at two hundred fifty (250) percent of the Unit Member's rate per unit;

10.3.4.4 a triple-sized class will be compensated at three hundred (300) percent of the Unit Member's rate per unit.

10.3.5 Payment for an oversized class is intended to compensate the Unit Member for the increased number of students within the same class. Since this will not change the Unit Member's teaching hour obligation for the class, it is the expressed intent of the Union and the District that an oversized class shall count only as a single section for purposes of computing the maximum allowable load computation for adjunct faculty assignments; the oversized portion of the class shall be excluded from the computation of the service required as a prerequisite to attainment of, or eligibility for, classification as a contract or regular employee of the District.

10.4 The provisions of this Article shall not apply to noncredit courses.

## ARTICLE 11

### SALARY

- 11.1 For their services as adjunct faculty, Unit Members will be paid according to the Adjunct Faculty Salary Schedule, incorporated herein as Appendix A.
- 11.2 Credit instructor assignments will be paid at the rate per instructional unit specified in Schedule A of the Adjunct Faculty Salary Schedule. Counselor and librarian assignments will be paid at the hourly rates specified in Schedule B of the Adjunct Faculty Salary Schedule.

#### 11.2.1 Initial Salary Column Placement

- 11.2.1.1 Initial salary column placement for Schedule A or Schedule B shall be established on the basis of the highest academic degree required to meet the minimum qualifications for the discipline of initial assignment with the District as an adjunct faculty member.
- 11.2.1.2 Approved units beyond the degree used to satisfy the minimum qualifications for the discipline of initial assignment may be used for advance column placement in accordance with the provisions of sections 11.2.3.2 and 11.2.3.3, below.

#### 11.2.2 Initial Salary Step Placement

- 11.2.2.1 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.
- 11.2.2.2 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.
- 11.2.2.3 Unit Members who have been initially placed in accordance with the above provisions, and who return after a break in service, shall be placed at the same salary step held immediately prior to the break in service.

#### 11.2.3 Salary Column Advancement

- 11.2.3.1 Approved units of course work completed subsequent to initial salary placement may be applied toward salary column advancement.
- 11.2.3.2 Lower division, upper division and graduate units related to the Unit Member's assignment qualify for advancement from Column I to Column II. However, not more than fifteen (15) lower division units may qualify toward Column II advancement. All units are equated as semester units; quarter units will be converted to semester units on a ratio of one (1) quarter unit equaling two-thirds (2/3) semester unit
- 11.2.3.3 Advancement to Column III shall require an earned doctoral degree. A four (4) year baccalaureate degree and three (3) years of graduate law school, terminating in the degree of LLB/JD will qualify for doctorate placement.
- 11.2.3.4 Salary column advancement shall be limited to one (1) column per academic year and will be authorized only after the Unit Member has filed a request for such advancement, on a form provided by the District, and has submitted evidence satisfactory to the District substantiating the request. Required documentation 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 column advancement is requested to become effective and must be approved by the Vice Chancellor of Human Resources or designee. Salary column adjustments will not be made during the academic year.

#### 11.2.4 Salary Step Advancement

11.2.4.1 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:

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

11.2.4.1.2 Three (3) regular semesters of credit instruction at the previous step. One (1) semester of service shall require the teaching of at least one full semester course or its equivalent.

11.2.4.2 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:

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

11.2.4.2.2 Three (3) regular semesters of counseling or librarian service at the previous step. One (1) semester of service shall require the performance of at least fifty-three (53) hours of service.

11.2.4.3 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.

11.2.4.4 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 rates specified in Schedule C of the Adjunct Faculty Hourly Salary Schedule.

#### 11.3.1 Initial Salary Placement

11.3.1.1 Initial salary column placement for Schedule C shall be Column I for Unit Members who possess an earned associate degree or baccalaureate degree. Initial salary column placement shall be Column II for Unit Members who possess an earned master's degree or doctoral degree. A four (4) year baccalaureate degree and three (3) years of graduate law school, terminating in a degree of LLB/JD, will qualify for doctorate placement.

11.3.1.2 New Unit Members compensated on Schedule C 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 C.

- 11.3.1.3 Unit Members who have been initially placed in accordance with the above provisions, and who return after a break in service, shall be placed at the same salary step held immediately prior to the break in service.

### 11.3.2 Salary Advancement

- 11.3.2.1 A Unit Member who is initially placed on Column I of Schedule C and who subsequently earns a master's degree or doctoral degree may be advanced to Column II. Placement on Column II will be authorized only after the Unit Member has filed a request for such advancement, on a form provided by the District, and has submitted evidence satisfactory to the District substantiating the request. Required documentation 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 column advancement is requested to become effective and must be approved by the Vice Chancellor of Human Resources or designee. Salary column adjustments will not be made during the academic year.

- 11.3.2.2 Salary step progression on Schedule C shall be based exclusively upon service with the District, with eligibility for step advancement after six (6) regular trimesters of noncredit teaching service at the previous step. One trimester of service shall require teaching for the full duration of a trimester, regardless of the number of hours per week.

- 11.3.2.3 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.

- 11.3.3.4 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 semester year.

- 11.4 All degrees and coursework used for initial salary placement and salary advancement must be earned 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.

### 11.5 Nursing Faculty Clinical Compensation

- 11.5.1 Effective August 24, 2015, the nursing faculty clinical practicum will be compensated at the lecture rate.

## 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 eight hundred seventy dollars (\$870) per regular semester, or five hundred eighty dollars (\$580) 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's reimbursement to any Unit Member shall not exceed seventeen hundred forty dollars (\$1740) 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 in practicable after the Unit Member has applied for reimbursement in accordance with the provisions of section 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" assignment, 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 or information supplied in conjunction with such application shall render a Unit Member permanently ineligible for further reimbursement of premiums under the provision of this Article.

## **ARTICLE 13**

### **OFFICE HOURS**

- 13.1 The pay rates per instructional unit for Unit Members who teach credit classes, and the pay rates per hour for Unit Members who teach noncredit classes, include compensation for ten (10) minutes of office hour time for consultation with students and performance of clerical requirements for each fifty (50) minutes of assignment.
- 13.2 Office hour time as provided in this Article is negotiated pursuant to Education Code Section 87884 and shall not be applicable toward the sixty-seven (67) percent requirement as specified in Education Code Section 87482.5. Office hour time shall not be counted towards the hours per week of teaching classes for purposes of acquiring eligibility for tenure or for purposes of fulfilling any probationary hour requirements.

## ARTICLE 14

### LEAVES OF ABSENCE

#### 14.1 Sick Leave

##### 14.1.1 Regular Sick Leave

- 14.1.1.1 Unit Members who perform assignments during a regular semester or trimester shall be credited with one and three-tenths (1.3) hours of regular sick leave for every eighteen (18) hours of service. For purposes of crediting and deducting regular sick leave for service as an adjunct faculty member, assignments performed during the winter intersession shall be considered part of the spring semester or trimester load.
- 14.1.1.2 Unused sick leave shall be accumulated from year to year and may be applied only to absences during a regular semester or trimester.
- 14.1.1.3 Absences during a regular semester or trimester shall be deducted from accumulated regular sick leave in one (1) hour increments on the basis of actual hours of absence or fraction thereof.

##### 14.1.2 Summer Intersession Sick Leave

- 14.1.2.1 In addition to the regular sick leave as provided above, Unit Members shall receive sick leave credit for Summer Intersession assignments on the basis of one (1) hour of sick leave for every eighteen (18) hours of such service, not to exceed the following cumulative totals per academic year:
  - 14.1.2.1.1 six (6) hours for credit teaching assignments;
  - 14.1.2.1.2 thirteen (13) hours for academic counseling assignments;
  - 14.1.2.1.3 fourteen (14) hours for academic librarian assignments;
  - 14.1.2.1.4 ten (10) hours for noncredit teaching assignments.
- 14.1.2.2 Sick leave credited for summer intersession assignments will be accumulated from one summer intersession to another but will not be added to any other illness leave balance and may be applied only to absences during a summer intersession.
- 14.1.2.3 Absences during a summer intersession shall be deducted from accumulated summer intersession sick leave in one (1) hour increments on the basis of actual hours of absence or fractions thereof.

14.1.3 Payment for sick leave benefits shall not extend beyond the end of the semester or term in which the leave commences or the end of the Unit Member's assignment during the term, whichever occurs first.

14.1.4 Sick leave will not be credited for day-to-day substitute or "as needed" assignments, office hours, professional expert assignments, or any other assignment or service not part of the Unit Member's regular academic credit or noncredit teaching, counseling or librarian assignment and may not be used for absences related to any such assignments.

14.1.5 A Unit Member shall provide notification of any absence from duty to the appropriate administrative office not later than the usual time the Unit Member would be required to report for duty.



- 14.1.6 A Unit Member who is absent because of illness shall be required to certify on a form provided by the District that such absence was due to illness or injury. The form must be approved for payment by the Immediate Management Supervisor and payment for absence due to illness shall be made only upon certification by the Vice Chancellor of Human Resources or designee that such absence was for reason of illness or injury.
- 14.1.7 A Unit Member who is absent because of illness for more than five (5) consecutive working days shall provide the District with a medical statement from a licensed physician establishing the validity of the absence. Such medical statement shall include either (1) a statement concerning the Unit Member's illness or injury to justify the Unit Member's continued absence from work, or (2) a statement concerning the Unit Member's ability to return to the Unit Member's assigned duties following the illness or injury which resulted in the absence. For purposes of this section, "licensed physician" means a medical doctor or osteopath, but does not include chiropractors, acupuncturists or similar practitioners.

## 14.2 Personal Necessity Leave

- 14.2.1 Regular Semester or Trimester: During any regular semester or trimester, a Unit Member may use up to six (6) hours of accumulated regular sick leave for personal necessity leave, not to exceed a cumulative total of nine (9) hours in any academic year.
- 14.2.2 Summer Intersession: During any summer intersession, a Unit Member may use up to two (2) hours of accumulated summer intersession sick leave for personal necessity leave, not to exceed a cumulative total of nine (9) hours in any academic year.
- 14.2.3 Absences for personal necessity leave shall be deducted from accumulated regular sick leave in one (1) hour increments on the basis of actual hours of absence or fraction thereof.
- 14.2.4 The use of personal necessity leave shall be limited to: a) death or serious illness of a member of the Unit Member's immediate family; b) an accident involving the Unit Member's person or property or the person or property of the Unit Member's immediate family; c) other matters of compelling personal importance. Except for circumstances arising under "a" or "b" above, if it is reasonable to expect that the Unit Member would know about an absence for personal necessity in advance, the Unit Member shall obtain prior approval by providing the District with written notice at least five (5) working days prior to the first day of the requested leave. Should circumstances under "a" or "b" arise, the Unit Member shall make every effort to provide notification to the appropriate administrative office not later than the usual time the Unit Member would be required to report for duty.
- 14.2.5 Personal necessity leave may not be used for the pursuit of business, financial or economic interests, including the pursuit of employment outside the District, for matters which can be taken care of outside of work hours, or for vacation or other recreational pursuits.
- 14.2.6 A Unit Member who is absent because of personal necessity shall be required to certify on a form provided by the District that such absence was used only for the purpose set forth in 14.2.4 above. The form must be approved for payment by the Immediate Management Supervisor and payment for absence due to illness shall be made only upon certification by the Vice Chancellor of Human Resources or designee that such absence was for reason of personal necessity. The District shall have the right to require substantiation of any claim for personal necessity leave.
- 14.2.7 Payment for personal necessity leave shall not extend beyond the end of the semester or term in which the leave commences or the end of the Unit member's assignment during the term, whichever occurs first.

14.3 Jury Duty

14.3.1 Jury Duty leave shall be granted by the District without loss in pay, provided that payment for jury duty leave shall not extend beyond the end of the semester or term in which the leave commences or the end of the Unit Member's assignment during the term, whichever occurs first.

14.3.2 Unit Members shall reimburse the District for payment received for jury duty in a manner prescribed by the District, and the District will issue the employee's normal paycheck.

14.3.3 The Unit member shall provide the District with official verification of the number of days of jury duty.

14.4. Legislative Leave

A Unit Member who is elected to the State Legislature or the United States Congress shall be granted an unpaid leave of absence.

14.5 Professional Activity Leave

14.5.1 A Unit Member may request attendance at professional conferences and workshops or participation in other professional activities relevant to the Unit Member's assignment as an adjunct faculty member. Such request shall be submitted to the Immediate Management Supervisor for approval in accordance with established District procedures. If approved by the Chancellor or designee, attendance shall be allowed with no loss in pay.

14.5.2 Staff development opportunities are available to Unit Members in accordance with procedures established by the colleges and the School of Continuing Education.

14.6 Organizational Leave

14.6.1 An organizational leave shall be granted to a Unit Member, upon request, to serve as an elected officer of, or appointee to, the local public employee organization or a statewide or national public employee organization with which the Union is affiliated.

14.6.2 In the event a Unit member is granted a leave to serve as an elected officer of the local public employee organization (union) or a statewide or national public employee organization (union) with which the Union is affiliated, the District will issue the employee's normal paycheck, provided the District is reimbursed by the organization within ten days of receipt of certification of payment of compensation as provided in Education Code Section 87768.5. Compensation of the Unit Member by the District shall not extend beyond the end of the semester or term in which the leave commences or the end of the Unit Member's assignment during the term, whichever occurs first.

14.6.3 In the event a Unit Member is granted a leave to serve as an appointee to the local public employee organization (union) or a statewide or national public employee organization (union) with which the Union is affiliated, the leave shall be unpaid.

## ARTICLE 15

### DISTANCE EDUCATION

- 15.1 Unit Members assigned to teach distance education courses shall receive the same load credit and compensation as if the course were taught in the traditional method. No form of extra remuneration shall be awarded in conjunction with the teaching of any distance education course.
- 15.2 At the discretion of the District and subject to staff development funding availability, Unit Members may be eligible for compensation, on a one-time basis, for completion of approved course work and training in the pedagogy and technology of online teaching, which may include the development of an online course as an integral component of such course work or training. Except as provided in this section, no form of remuneration shall be awarded to a Unit Member in conjunction with the development of any distance education course.
- 15.3 Unit Members assigned distance education courses shall adhere to District and/or campus standards, format and procedures applicable to distance education courses (e.g., use of prescribed course management software).
- 15.4 In the absence of a separate and express written contract to the contrary between a Unit Member and the District, a Unit Member shall have the property rights to distance education course materials developed by the Unit Member, provided such materials are not within the public domain. The District shall have no obligation to provide any form of compensation to a Unit Member for distance education course materials developed or used by the Unit Member in conjunction with any distance education course assignment within the District.

## ARTICLE 16

### GRIEVANCE PROCEDURE

#### 16.1 Purpose

It is the intent of the District and the Union to promote and improve their relationship by encouraging the prompt resolution of problems arising during the course of their relationship. Accordingly, it is the purpose of this grievance procedure to provide an orderly and equitable means by which grievances can be resolved in accord with this Agreement in an expeditious, amicable and decisive manner.

#### 16.2 Definitions

16.2.1 A "grievance" is defined as a claim by a Unit Member or the Union alleging that the District has violated, misapplied or misinterpreted a specific provision of this Agreement.

16.2.1.1 The Union may file a consolidated grievance on behalf of two (2) or more Unit Members who are in substantially similar positions and are alleged to have been affected by a violation, misapplication or misinterpretation of the same specific provisions of the Agreement. The names of affected Unit Members shall be identified in the grievance. The final decision shall be binding upon all parties to the consolidated grievance.

16.2.1.2 The Union may file a grievance on its own behalf where the grievance alleges a violation of the rights of the Union.

16.2.2 A "grievant" is a Unit Member or group of Unit Members covered by the terms of this Agreement, or the Union.

16.2.3 A "day" is a weekday on which the central administrative office of the District is regularly open for business.

16.2.4 An "immediate management supervisor" is the first level academic administrator who has immediate jurisdiction over the grievant.

16.2.5 A "representative" is any person designated by the Union to represent a grievant or any person designated by the District to represent the District pursuant to this Article.

#### 16.3 Matters Excluded

16.3.1 In addition to matters that may be excluded as provided in other articles of this Agreement, it is expressly understood that the following items are specifically excluded from the grievance procedure:

16.3.1.1 any dispute concerning the provisions of Article 2 of this Agreement;

16.3.1.2 matters relating to the selection and hiring of Unit Members;

16.3.1.3 matters relating to the retention of Unit Members, except as may be specifically provided otherwise in this Agreement;

16.3.1.4 the substantive findings of the District with respect to the evaluation of a Unit Member;

16.3.1.5 matters for which a specific method of review is provided by law, by the rules and regulations of the Board of Trustees, or by the administrative regulations and procedures of the District and not expressly provided for in this Agreement.

16.3.2 The District shall not be required to process any grievance claim arising from any act, omission or practice which occurred more than twenty-five (25) days prior to the effective date of this Agreement or any subsequent amendment to the Agreement.

#### 16.4 Rights and Responsibilities

16.4.1 A grievant shall be entitled to Union representation at all grievance meetings under this Article. A grievant shall also be entitled to represent himself, but may not be represented by any other person than a Union representative. The District may be represented by any person or agent designated by the District to act on its behalf.

16.4.2 A Unit Member may have a grievance adjusted without the intervention of the Union as long as the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of this Agreement. The District shall not agree to a resolution of the grievance until the Union has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. The Union shall have fifteen (15) days from the receipt of the proposed resolution to submit a written response.

16.4.3 Any investigation or processing of a grievance by a grievant or the Union shall be conducted so as to result in minimal interference with the conduct of District business or the scheduled duties of employees. Wherever possible, grievance meetings shall occur outside of the grievant's scheduled work hours.

16.4.4 The filing or pendency of a grievance shall not delay or interfere with the right of the District to proceed in carrying out its management responsibilities during the processing thereof. Unit Members shall carry out all lawful, written management directives pending the final resolution of a grievance.

16.4.5 Documents dealing exclusively with the filing and processing of a grievance shall be maintained separately from the grievant's personnel file.

#### 16.5 Waivers and Time Limits

16.5.1 Time is of the essence in all processing of grievances and the time limits prescribed herein shall be strictly construed.

16.5.2 Failure of a grievant to act on any grievance within the prescribed time limits shall render the grievance null and void. Failure of a grievant to appeal to the next step within the prescribed time limits shall conclude the grievance and constitute a settlement on the basis of the decision last made by the District.

16.5.3 Failure of the District to respond to a grievance within the prescribed time limits shall permit the grievant to appeal to the next step.

16.5.4 Any time limits established in this procedure may be modified by mutual written agreement between the District and the Union.

#### 16.6 Procedure

##### 16.6.1 Level of Initiation

16.6.1.1 Level One – If a grievance arises from any action or inaction at the level of the Immediate Management Supervisor, the grievance shall initiate with the Immediate Management Supervisor as respondent.

16.6.1.2 Level Two – If a grievance arises from any action or inaction at the campus level, the grievance shall initiate with the President/Provost as respondent.

16.6.1.3 Level Three – If a grievance arises from any action or inaction at the District level, the grievance shall initiate with the Vice Chancellor of Human Resource as respondent.

16.6.2 Initial Filing of Grievance

16.6.2.1 Within twenty-five (25) days after the grievant knew, or by reasonable diligence should have known, of the event or condition upon which the grievance is based, the grievant shall file a written grievance with the Vice Chancellor of Human Resources. The grievance shall be signed and dated by the grievant. A grievance shall not be valid for consideration unless it is submitted in writing on the prescribed grievance form, a copy of which is attached to this Agreement as Appendix C-1.

16.6.2.2 The grievance must contain the following information:

16.6.2.2.1 citation of the specific article(s) and section(s) of the Agreement alleged to have been violated, misapplied, or misinterpreted;

16.6.2.2.2 a clear and concise description of the nature and grounds of the grievance and the specific manner in which the cited article(s) and section(s) of the Agreement are alleged to have been violated, misapplied, or misinterpreted;

16.6.2.2.3 the specific action(s) requested of the District which will remedy the grievance;

16.6.2.2.4 the grievant's mailing address;

16.6.2.2.5 the grievant's contact telephone number;

16.6.2.2.6 the name of the grievant's Union representative, if any.

16.6.2.3 Within fifteen (15) days after receipt of the completed grievance form, if requested by the grievant on the grievance form, the respondent or such representatives as the respondent may designate, will contact the grievant, or such representative(s) as the grievant may designate, to schedule a meeting in an effort to resolve the grievance.

16.6.2.4 Within fifteen (15) days of the meeting as specified in section 16.6.2.3, or within fifteen (15) days after receipt of the completed grievance form, if no meeting is requested by the grievant, the respondent or designee shall provide the grievant and the Union with a written decision regarding the grievance, including an explanation of the reasons therefore.

16.6.2.5 Within ten (10) days after receiving the written decision of the respondent or designee, if not satisfied with the disposition of the grievance, the grievant may appeal the grievance to the next level.

16.6.3 Appeal

16.6.3.1 Except in the case of a request for arbitration, an appeal to the next level must be initiated by submitting to the Vice Chancellor of Human Resources, within ten (10) days after receiving the written decision at the previous level, a completed grievance appeal form. The grievance appeal form shall include as attachments complete copies of all processed grievance forms and other documents of an evidentiary nature. The grievance appeal shall be signed and dated by the grievant. A grievance appeal shall not be valid for consideration unless it is submitted in writing on the prescribed grievance appeal form, a copy of which is attached to this Agreement as Appendix C-2.

16.6.3.2 Within fifteen (15) days of receipt of the completed grievance appeal form, the respondent or designee shall provide the grievant and the Union with a written decision regarding the grievance, including an explanation of the reasons therefore.

16.6.3.3 Where a grievance has been processed at Level Three and the grievant is not satisfied with the disposition of the grievance, the grievant may submit a written request in writing that the Union submit the grievance to arbitration. The decision to proceed to arbitration shall be at the discretion of the Union. The Union shall have the right to independently proceed to arbitration in the absence of a request by the grievant.

#### 16.6.4 Arbitration

16.6.4.1 Where a grievance has been processed at Level Three, within fifteen (15) days of receipt of the written decision of the Vice Chancellor of Human Resources or designee, the Union shall provide written notice to the Vice Chancellor of Human Resources of its intent to proceed to arbitration. Within fifteen (15) days of receipt of the Union's notification of intent to proceed to arbitration, the District and the Union shall attempt to agree upon a mutually acceptable arbitrator.

16.6.4.2 If the District and the Union cannot mutually agree upon the selection of an arbitrator, the District and the Union shall each submit five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until there is one name remaining. The remaining name shall be the arbitrator. The party that strikes first shall be determined by coin toss.

16.6.4.2.1 Within five (5) days of selection of the arbitrator, the Vice Chancellor of Human Resources or designee shall contact the arbitrator.

16.6.4.2.2 Should that arbitrator not be available to hold a hearing within sixty (60) working days of the contact, at the request of the either the District or the Union, the party who submitted the name of that arbitrator shall submit an additional name and the striking process will be repeated in accordance with the provisions of section 16.6.4.2, using the additional name and the remaining names submitted by the parties. The order of striking shall remain the same as previously determined.

16.6.4.3 Advocates for the parties in arbitration shall exchange all documentary material to be entered as evidence at least five (5) days before the first day of hearing. The names of witnesses shall be exchanged at least five (5) days before the first day of hearing. Prior to arbitration, the Union and the District shall have equal access to documents and records that will assist in adjusting the grievance, as mutually determined by the parties. These provisions may be modified or waived by mutual agreement of the District and the Union.

16.6.4.4 The hearing shall be private with attendance limited to the parties to the grievance and their representatives, if any, and witnesses while testifying.

16.6.4.5 All costs for the services of the arbitrator, including but not limited to, per diem expenses, travel and subsistence expenses, and the cost of any off-site hearing room will be borne equally by the District and the Union. The cost of the transcript shall be borne by the party requesting the transcript, except that the District and the Union shall share the cost of the transcript if requested by the arbitrator. All other costs will be borne by the party incurring them.

16.6.4.6 If the parties cannot agree upon a statement of the issue(s) to be arbitrated, the arbitrator shall determine the issues by referring to the grievance documents. If any

question arises as to the arbitrability of the grievance, such question shall be first decided separately by the arbitrator before consideration of the merits of the grievance. If either the District or the Union so requests, a separate arbitrator shall be selected to hear the merits of any issue raised regarding the arbitrability of a grievance. No hearing on the merits of the grievance will be conducted until the issue of arbitrability has been decided.

16.6.4.7 Both parties shall be afforded the opportunity to make written and oral arguments to the arbitrator. The arbitrator's decision shall be final and binding upon the parties, shall be in writing, and shall set forth findings of fact, reasoning, conclusions, and remedy.

16.6.4.8 Limits on the Authority of the Arbitrator

16.6.4.8.1 The arbitrator's decision shall be based solely and exclusively on the issues, evidence and arguments presented by the parties to the grievance and the record in the case. The jurisdiction of the arbitrator and the arbitrator's authority shall be confined exclusively to the interpretation of the express provisions of this Agreement which are at issue. The arbitrator shall not consider any matter outside the scope of the grievance, as the term "grievance" is defined in this Article, and shall confine the decision to the precise issue(s) submitted, and shall have no authority to make a recommendation on any other issue(s).

16.6.4.8.2 The arbitrator shall have no power or authority to add to, subtract from, disregard, alter, delete or modify any of the terms of this Agreement, but shall determine only whether or not there has been a violation, misapplication, or misinterpretation of this Agreement in the respect alleged in the grievance, and if the arbitrator determines there has been such a violation, misapplication, or misinterpretation, what the remedy shall be.

16.6.4.8.3 The arbitrator shall not have the authority to impose limitations or obligations not expressly provided for in this Agreement and shall have no power to grant a remedy exceeding that sought by the grievant. The arbitrator shall be without power or authority to make any decision which requires the District to do any act prohibited by law or in violation of this Agreement.

16.6.4.8.4 No decision rendered by the arbitrator shall be retroactive beyond the occurrence of the event giving rise to the grievance.

16.6.4.9 The arbitrator's decision shall be submitted to the District and the Union within thirty (30) calendar days of submission of the matter.

16.6.5 Expedited Arbitration

By mutual agreement of the District and the Union, arbitration may be held under the Expedited Rules of the American Arbitration Association.

16.6.6 Consolidation of Grievances in Arbitration

By mutual agreement of the District and the Union, grievances of a similar or like nature may be joined in a single arbitration procedure. The arbitrator's decision shall be final and binding upon all parties to the consolidated arbitration.

16.6.7 It is expressly understood that the only matters which are subject to arbitration under this Article are grievances which have been processed in accordance with this Article. Any matter excluded from the



grievance procedure as provided in section 16.3 of this Article, or as provided in any other article of the Agreement, is not subject to arbitration.

16.7 Filing

- 16.7.1 Filing of a grievance or a grievance appeal by a grievant or by the Union, or filing of notice by the Union of its intent to proceed to arbitration, shall be by personal delivery or by certified mail to the Vice Chancellor of Human Resources.
- 16.7.2 Filing of a grievance decision or a grievance appeal decision by the District to a grievant or to the Union shall be by personal delivery or by certified mail.
- 16.7.3 Filing shall not be permitted by regular mail, interoffice mail, campus mail, facsimile or electronic transmission, unless otherwise agreed by the parties.
- 16.7.4 The day following the day a filing is received shall be counted as "day one" in determining time limits; the day a filing is received shall not be counted as a day in determining time limits.

## ARTICLE 17

### ACADEMIC FREEDOM

- 17.1 The District and the Union agree that academic freedom is an essential component in the fulfillment of the educational mission of the District and the Unit Members, by virtue of their status as adjunct faculty, have an obligation to exercise critical self-discipline and judgment in using, extending and transmitting knowledge.
- 17.2 In the exercise of their duties and responsibilities as adjunct faculty, Unit Members shall have the academic freedom to seek the truth and promote students' freedom to pursue learning. Unit members have the right and responsibility to study, investigate and present controversial issues relevant to their assigned curriculum, and they shall have the freedom to consider all issues relevant to their assigned curriculum which will contribute to the educational development of their students.
- 17.3 There shall be no curtailment of presentation of factual material relating to all points of view regarding controversial issues relevant to a Unit Member's assigned curriculum, unless such presentation is forbidden by law.
- 17.4 The parties recognize that academic freedom must be balanced with the obligation of the District to protect the right of students to learn in an environment free of sexual harassment and hostility, and that the exercise of academic freedom does not extend to any form of unlawful discrimination, including the use in the classroom of profane, vulgar, or obscene speech which is not germane to the course content, in contravention of the District's sexual harassment policy.

## **ARTICLE 18**

### **NONDISCRIMINATION**

- 18.1 The District and the Union agree not to discriminate against any Unit Member on the basis of race, national origin, religion, marital status, sexual orientation, membership in the Union, and to the extent prohibited by law, no Unit Member shall be discriminated against because of age, sex, or disability.
- 18.2 The District and the Union agree that these issues are best adjudicated in the appropriate state and federal tribunals, and therefore, it is the expressed intent of the parties that any dispute or claim arising under this Article shall be specifically excluded from the grievance procedure as provided in this Agreement.

## ARTICLE 19

### **EMPLOYMENT DURING WINTER INTERSESSION**

- 19.1 Pursuant to the provisions of AB2146 (Education Code section 87474, as amended), the District and the Union agree that service in connection with employment by a Unit Member during a winter intersession term maintained by the District shall be excluded from the computation of the service required as a prerequisite to attainment of, or eligibility for, classification as a regular employee of the District.
- 19.2 "Winter intersession term" means any of the following:
- 19.2.1 that period between the last day of the fall semester and the first day of the following spring semester;
  - 19.2.2 that period between the last day of the fall trimester and the first day of the following winter trimester;
  - 19.2.3 that period between the last day of the winter trimester and the first day of the following spring trimester.

**ARTICLE 20**

**STATE TEACHERS RETIREMENT SYSTEM (STRS)**

**FULL-TIME EQUIVALENT SERVICE CREDIT STANDARD**

20.1 Adjunct Credit Instructional Faculty

For the purpose of crediting State Teachers Retirement System service pursuant to the requirements of sections 22138.5(a) and 22138.5(c)(5) of the California Education Code, the full-time equivalent standard for part-time credit instructional faculty is five hundred twenty-five (525) hours per academic year.

20.2 Adjunct Noncredit Instructional Faculty

For the purpose of crediting State Teachers Retirement System service pursuant to the requirements of sections 22138.5(a) and 22138.5(c)(5) of the California Education Code, the full-time equivalent standard for part-time noncredit instructional faculty is eight hundred seventy-five (875) hours per academic year.

20.3 Adjunct Counselors and Librarians

For the purpose of crediting State Teachers Retirement System service pursuant to the requirements of sections 22138.5(a) and 22138.5(c)(5) of the California Education Code, the full-time equivalent standard for part-time counselors and librarians is one thousand fifty (1,050) hours per academic year.

EXECUTION OF AGREEMENT

In Witness Whereof, the parties execute this Agreement on the 28th day of July, 2015.

DISTRICT REPRESENTATIVES

AFT LOCAL 6160 REPRESENTATIVES

M. Toy Ottewill  
President, Board of Trustees

Kent Stevenson  
President, AFT Local 6106

F. W. H.  
Chancellor

Catherine Mitchell  
Negotiating Team Chairperson

Ramos  
Negotiating Team Chairperson

[Signature]  
Negotiating Team Member

\_\_\_\_\_  
Negotiating Team Member

[Signature]  
Negotiating Team Member

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Negotiating Team Member

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Negotiating Team Member

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Negotiating Team Member

APPENDIX A

ADJUNCT FACULTY SALARY SCHEDULES

NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ADJUNCT FACULTY SALARY SCHEDULE

SCHEDULE A - Effective August 24, 2015

CREDIT INSTRUCTION ASSIGNMENTS  
(Rate per Instructional Unit)

	COLUMN I Minimum Qualifications			COLUMN II Minimum Qualifications plus 36 Semester Units			COLUMN III Earned Doctorate		
	CREDIT LECTURE	STEP 0	0.00	0.000	STEP 0	0.00	0.000	STEP 0	0.00
STEP 1		1,034.28	59.101	STEP 1	1,083.53	61.916	STEP 1	1,135.01	64.857
STEP 2		1,075.66	61.466	STEP 2	1,126.90	64.394	STEP 2	1,180.41	67.452
STEP 3		1,118.68	63.924	STEP 3	1,171.97	66.969	STEP 3	1,227.62	70.149
STEP 4		1,163.43	66.481	STEP 4	1,218.85	69.648	STEP 4	1,276.72	72.955
CREDIT LABORATORY	STEP 0	0.00	0.000	STEP 0	0.00	0.000	STEP 0	0.00	0.000
	STEP 1	827.44	47.282	STEP 1	866.83	49.533	STEP 1	907.97	51.884
	STEP 2	860.54	49.173	STEP 2	901.51	51.514	STEP 2	944.29	53.959
	STEP 3	894.96	51.140	STEP 3	937.57	53.575	STEP 3	982.06	56.117
	STEP 4	930.75	53.185	STEP 4	975.07	55.718	STEP 4	1,021.34	58.362

SCHEDULE B - Effective August 24, 2015

COUNSELING AND LIBRARIAN ASSIGNMENTS  
(Rate per Hour)

	COLUMN I Minimum Qualifications			COLUMN II Minimum Qualifications plus 36 Semester Units			COLUMN III Earned Doctorate		
	COUNSELOR / LIBRARIAN	STEP 0	0.00		STEP 0	0.00		STEP 0	0.00
STEP 1		47.28		STEP 1	49.53		STEP 1	51.88	
STEP 2		49.17		STEP 2	51.51		STEP 2	53.95	
STEP 3		51.15		STEP 3	53.56		STEP 3	56.12	
STEP 4		53.19		STEP 4	55.70		STEP 4	58.36	

SCHEDULE C - Effective September 14, 2015

NONCREDIT INSTRUCTION  
(Rate per Hour)

	COLUMN I Minimum Qualifications			COLUMN II Earned Master's Degree or Earned Doctorate		
	STEP 0	0.00		STEP 0	0.00	
STEP 1	46.64		STEP 1	48.86		
STEP 2	48.51		STEP 2	50.81		
STEP 3	50.45		STEP 3	52.84		



NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ADJUNCT FACULTY SALARY SCHEDULE

SCHEDULE A - Effective August 22, 2016									
CREDIT INSTRUCTION ASSIGNMENTS (Rate per Instructional Unit)									
	COLUMN I Minimum Qualifications			COLUMN II Minimum Qualifications plus 36 Semester Units			COLUMN III Earned Doctorate		
	CREDIT LECTURE	STEP 0	0.00	0.000	STEP 0	0.00	0.000	STEP 0	0.00
STEP 1		1,096.34	62.648	STEP 1	1,148.54	65.630	STEP 1	1,203.11	68.749
STEP 2		1,140.20	65.154	STEP 2	1,194.51	68.257	STEP 2	1,251.23	71.498
STEP 3		1,185.80	67.760	STEP 3	1,242.29	70.988	STEP 3	1,301.28	74.358
STEP 4		1,233.23	70.470	STEP 4	1,291.97	73.826	STEP 4	1,353.32	77.332
STEP 5		1,282.56	73.289	STEP 5	1,343.65	76.780	STEP 5	1,407.46	80.426
CREDIT LABORATORY	STEP 0	0.00	0.000	STEP 0	0.00	0.000	STEP 0	0.00	0.000
	STEP 1	877.09	50.119	STEP 1	918.84	52.505	STEP 1	962.45	54.997
	STEP 2	912.17	52.124	STEP 2	955.60	54.605	STEP 2	1,000.95	57.197
	STEP 3	948.66	54.209	STEP 3	993.82	56.789	STEP 3	1,040.98	59.484
	STEP 4	986.60	56.377	STEP 4	1,033.57	59.061	STEP 4	1,082.61	61.863
	STEP 5	1,026.06	58.632	STEP 5	1,074.91	61.423	STEP 5	1,125.91	64.337

SCHEDULE B - Effective August 22, 2016									
COUNSELING AND LIBRARIAN ASSIGNMENTS (Rate per Hour)									
	COLUMN I Minimum Qualifications			COLUMN II Minimum Qualifications plus 36 Semester Units			COLUMN III Earned Doctorate		
	COUNSELOR / LIBRARIAN	STEP 0	0.00		STEP 0	0.00		STEP 0	0.00
STEP 1		47.28		STEP 1	49.53		STEP 1	51.88	
STEP 2		49.17		STEP 2	51.51		STEP 2	53.95	
STEP 3		51.15		STEP 3	53.56		STEP 3	56.12	
STEP 4		53.19		STEP 4	55.70		STEP 4	58.35	
STEP 5		55.32		STEP 5	57.93		STEP 5	60.68	

SCHEDULE C - Effective September 12, 2016									
NONCREDIT INSTRUCTION (Rate per Hour)									
	COLUMN I Minimum Qualifications			COLUMN II Earned Master's Degree or Earned Doctorate					
		STEP 0	0.00		STEP 0	0.00			
	STEP 1	46.64		STEP 1	48.86				
	STEP 2	48.51		STEP 2	50.81				
	STEP 3	50.45		STEP 3	52.83				
	STEP 4	52.47		STEP 4	54.94				

APPENDIX B

PERFORMANCE EVALUATION FORMS

## STUDENT EVALUATION FORM - INSTRUCTOR

INSTRUCTOR'S NAME \_\_\_\_\_ DATE \_\_\_\_\_

In order to assist in the promotion and maintenance of high teaching standards among the faculty, please take the time to evaluate this course by marking the appropriate letter on the scantron form for each item, as indicated below. You may also make written comments on this form.

This evaluation will be anonymous and will not be seen by the instructor until after final grades for the course have been posted. Please be thoughtful and candid in your responses.

**A = Strongly Agree**  
**B = Agree**  
**C = Disagree**  
**D = Strongly Disagree**  
**E = No Opinion / Not Applicable**

### About the Course:

1. The course objectives and methods(s) of evaluation and grading were clearly explained. A B C D E
2. Text and/or other reading materials were related to the objectives and subject matter of the course. A B C D E
3. Coursework, assignments and other learning activities were related to the objectives and subject matter of the course. A B C D E
4. Presentation of material in lectures, discussions and other learning activities was clear, organized and effective. A B C D E
5. Examinations and/or other evaluations were related to the objectives and subject matter of the course. A B C D E
6. Grading of examinations and/or assignments followed the instructor's announced grading policy. A B C D E

### About the Instructor:

7. The instructor demonstrated interest in the subject. A B C D E
8. The instructor was prepared for each class session. A B C D E
9. The instructor encouraged students to ask questions and participate in class discussions. A B C D E
10. The instructor used class time effectively. A B C D E
11. The instructor maintained classroom control appropriate to the type of learning activity. A B C D E
12. The instructor demonstrated courtesy, respect and professionalism. A B C D E
13. The instructor held class regularly and on time. A B C D E

### Comments:

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## STUDENT EVALUATION FORM - COUNSELOR

COUNSELOR'S NAME \_\_\_\_\_ DATE \_\_\_\_\_

In our continuing interest to serve our students, we request that you complete this short survey regarding your appointment with your counselor by marking the appropriate letter on the scantron form for each item, as indicated below. You may also make written comments on this form.

This evaluation will be anonymous and will not be seen by the counselor until the end of the semester. Please be thoughtful and candid in your responses.

1. My reasons for coming to this counselor today were (mark all that apply):

- |    |                                      |    |                          |
|----|--------------------------------------|----|--------------------------|
| A. | Planning my classes for registration | D. | Personal counseling      |
| B. | Long-range educational counseling    | E. | Other (need not explain) |
| C. | Career Counseling                    |    |                          |

<p><b>A = Strongly Agree</b> <b>B = Agree</b> <b>C = Disagree</b> <b>D = Strongly Disagree</b> <b>E = No Opinion / Not Applicable</b></p>
---

### About the Counselor:

- |  |           |
|--|-----------|
| 2. The counselor was on time.  | A B C D E |
| 3. The counselor was a good listener.  | A B C D E |
| 4. The counselor explained my educational options clearly.                       | A B C D E |
| 5. The counselor was courteous and respectful.                                   | A B C D E |
| 6. The counselor was helpful and knowledgeable.                                  | A B C D E |
| 7. The counselor referred me to appropriate resource services.                   | A B C D E |
| 8. The counselor assisted me in meeting my educational goals.                    | A B C D E |
| 9. For the purposes I indicated above, this counseling appointment was valuable. | A B C D E |
| 10. Overall, this counselor met my expectations.                                 | A B C D E |
| 11. I would recommend this counselor to others.                                  | A B C D E |

### Comments:

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## STUDENT EVALUATION FORM - LIBRARIAN

LIBRARIAN'S NAME \_\_\_\_\_ DATE \_\_\_\_\_

In our continuing interest to serve our students, we request that you complete this short survey regarding your appointment with the librarian by marking the appropriate letter on the scantron form for each item, as indicated below. You may also make written comments on this form.

This evaluation will be anonymous and will not be seen by the librarian until the end of the semester. Please be thoughtful and candid in your responses.

**A = Strongly Agree**  
**B = Agree**  
**C = Disagree**  
**D = Strongly Disagree**  
**E = No Opinion / Not Applicable**

### About the Orientation:

- |  |           |
|--|-----------|
| 1. Handouts were related to the subject matter.  | A B C D E |
| 2. Worksheets and other learning activities were related to the subject matter.  | A B C D E |
| 3. Presentation of material in lectures, discussions and other learning activities was clear, organized and effective. | A B C D E |

### About the Librarian:

- |  |           |
|--|-----------|
| 4. The librarian demonstrated interest in the subject.   | A B C D E |
| 5. The librarian was prepared for each class session.  | A B C D E |
| 6. The librarian encouraged students to participate in the learning process.                         | A B C D E |
| 7. The librarian referred to other libraries as resources, if necessary.                             | A B C D E |
| 8. The librarian used class time effectively.  | A B C D E |
| 9. The librarian maintained classroom control appropriate to the type of learning activity.          | A B C D E |
| 10. The librarian demonstrated courtesy, respect and professionalism in communicating with students. | A B C D E |
| 11. Overall, this librarian met my expectations.   | A B C D E |

### Comments:

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**North Orange County Community College District**  
**ADJUNCT FACULTY PERFORMANCE EVALUATION**  
**Instructor**

Employee Name:	Banner ID:	Campus: <input type="checkbox"/> CC <input type="checkbox"/> FC <input type="checkbox"/> SCE
Division:	Department:	Date of Evaluation:

**PART I. PERFORMANCE STANDARDS**

Evaluator appraisals of performance are indicated by the following symbols:

**E** - Performance is excellent  
**S** - Performance is satisfactory

**N** - Performance needs improvement  
**U** - Performance is unsatisfactory

Where an unsatisfactory rating is indicated, example(s) of behavior(s) relating to the relevant area(s) of the performance standard and recommendations for improvement must be recorded under "comments and recommendations." Cited examples and recommendations must be descriptive and specific.

Performance reflecting special strength in an area should also be recorded for the purpose of employee commendation.

If a rating criterion is not applicable or cannot be evaluated, mark "NA".

1. Breadth, depth and currency of knowledge appropriate to the subject matter of the course which is reflected in the course content and organization (knowledge of fact, detail and relationship concepts in field, craftsmanship, etc.).

<b>Rating</b>	<b>Comments and recommendations:</b>

2. Proficiency in written and oral communication.

<b>Rating</b>	<b>Comments and recommendations:</b>

3. Effective lesson presentation, understanding that there are various methods, techniques and philosophies of sound education (lectures, discussions, questioning, panels, laboratory or shop demonstration/ supervision methods, etc.). For online/hybrid courses, actively teaches the class using appropriate interactive components (chats, e-mail exchanges, assignment feedback, etc.).

<b>Rating</b>	<b>Comments and recommendations:</b>

4. Classroom control appropriate to the teaching environment, understanding that there are various techniques and differing levels of student maturity.

<b>Rating</b>	<b>Comments and recommendations:</b>

North Orange County Community College District  
ADJUNCT FACULTY PERFORMANCE EVALUATION

Instructor

Employee Name:

Page \_\_\_\_\_ of \_\_\_\_\_

**PART I. PERFORMANCE STANDARDS, CONTINUED**

5. Relevant out-of-class learning activities, understanding that there are various methods, techniques and philosophies of sound education (lesson assignments, papers, reports, field trips, projects, etc.), and appropriate interactive components, including external links, for online/hybrid courses.

Rating

Comments and recommendations:

6. Documented, relevant and timely evaluation of student performance appropriate to the subject matter of the course, understanding that there are various methods, techniques and philosophies of evaluation. For online/hybrid courses, instructor replies to student inquiries in an appropriate and timely manner.

Rating

Comments and recommendations:

7. Concern for student safety, instructional equipment and school property appropriate to the physical conditions of the teaching situation.

Rating

Comments and recommendations:

8. Meeting administrative clerical requirements (attendance and grade records filled out properly and turned in on time, text and library book requests completed, etc.).

Rating

Comments and recommendations:

9. Evaluation of course syllabi, class handouts, assignments, examinations and other materials generated for professional use as appropriate to the assignment. Syllabi clearly communicate student expectations, student outcomes, evaluation standards, and assignment deadlines; for online/hybrid classes, students are informed of the technical and nontechnical requirements of the class.

Rating

Comments and recommendations:

10. Consider the extent to which the employee works as part of the team and works effectively and courteously with fellow employees, students and the public.

Rating

Comments and recommendations:

North Orange County Community College District  
ADJUNCT FACULTY PERFORMANCE EVALUATION

Instructor

Employee Name:

Page \_\_\_\_\_ of \_\_\_\_\_

**PART II. ASSESSMENT OF STUDENT SURVEY RESPONSES**

Where performance is unsatisfactory or indicates a need for improvement, cite specific example(s) under "comments."

Provide a summary analysis of student survey responses with attention to indications of instructor behaviors reflecting:

- A. Courtesy, respect and professionalism in communicating with students.
- B. Appropriate evaluation of student performance.
- C. Encouragement of student participation in the learning process.

**PART III: OVERALL RATING AND CERTIFICATION**

OVERALL RATING FOR THIS EMPLOYEE:  Excellent  Satisfactory  Needs Improvement  Unsatisfactory

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator (If other than Immediate Management Supervisor)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Immediate Management Supervisor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
CEO/Designee Signature

\_\_\_\_\_  
Date



**North Orange County Community College District  
 ADJUNCT FACULTY PERFORMANCE EVALUATION  
 Counselor**

Employee Name:	Banner ID:	Campus: <input type="checkbox"/> CC <input type="checkbox"/> FC <input type="checkbox"/> SCE
Division:	Department:	Date of Evaluation:

**PART I. PERFORMANCE STANDARDS**

Evaluator appraisals of performance are indicated by the following symbols:

**E** - Performance is excellent

**N** - Performance needs improvement

**S** - Performance is satisfactory

**U** - Performance is unsatisfactory

Where an unsatisfactory rating is indicated, example(s) of behavior(s) relating to the relevant area(s) of the performance standard and recommendations for improvement must be recorded under "comments and recommendations." Cited examples and recommendations must be descriptive and specific.

Performance reflecting special strength in an area should also be recorded for the purpose of employee commendation.

If a rating criterion is not applicable or cannot be evaluated, mark "NA".

1. Breadth, depth and currency of knowledge appropriate to academic/vocational advisement, course placement and other assigned duties.

<b>Rating</b>	<b>Comments and recommendations:</b>
---------------	--------------------------------------

2. Proficiency in written and oral communication to students.

<b>Rating</b>	<b>Comments and recommendations:</b>
---------------	--------------------------------------

3. Effective use of articulation agreements and guidance to students in planning transfer programs and/or careers.

<b>Rating</b>	<b>Comments and recommendations:</b>
---------------	--------------------------------------

4. Appropriate guidance to students in values/goal clarification.

<b>Rating</b>	<b>Comments and recommendations:</b>
---------------	--------------------------------------

North Orange County Community College District  
ADJUNCT FACULTY PERFORMANCE EVALUATION

Counselor

Employee Name:

Page \_\_\_\_\_ of \_\_\_\_\_

**PART I. PERFORMANCE STANDARDS, CONTINUED**

5. Relevant group or one-on-one presentation.

Rating

Comments and recommendations:

6. Referral to academic, financial and psychological support services when appropriate.

Rating

Comments and recommendations:

7. Documented, relevant and timely evaluation of student performance when appropriate.

Rating

Comments and recommendations:

8. Meeting administrative clerical requirements (Student Education Plans, general education requirement forms, IGETC forms, etc.).

Rating

Comments and recommendations:

9. Evaluation of course syllabi, class handouts, assignments, examinations and other materials generated for professional use as appropriate to the assignment.

Rating

Comments and recommendations:

10. Consider the extent to which the employee works as part of the team and works effectively and courteously with fellow employees, students and the public.

Rating

Comments and recommendations:

North Orange County Community College District  
ADJUNCT FACULTY PERFORMANCE EVALUATION

Counselor

Employee Name: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_

**PART II. ASSESSMENT OF STUDENT SURVEY RESPONSES**

Where performance is unsatisfactory or indicates a need for improvement, cite specific example(s) under "comments."

Provide a summary analysis of student survey responses with attention to indications of instructor behaviors reflecting:

- A. Courtesy, respect and professionalism in communicating with students.
- B. Appropriate evaluation of student performance.
- C. Encouragement of student participation in the learning process.

**PART III: OVERALL RATING AND CERTIFICATION**

OVERALL RATING FOR THIS EMPLOYEE:  Excellent  Satisfactory  Needs Improvement  Unsatisfactory

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator (If other than Immediate Management Supervisor)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Immediate Management Supervisor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
CEO/Designee Signature

\_\_\_\_\_  
Date

**North Orange County Community College District  
 ADJUNCT FACULTY PERFORMANCE EVALUATION  
 Librarian**

Employee Name:	Banner ID:	Campus: <input type="checkbox"/> CC <input type="checkbox"/> FC <input type="checkbox"/> SCE
Division:	Department:	Date of Evaluation:

**PART I. PERFORMANCE STANDARDS**

Evaluator appraisals of performance are indicated by the following symbols:

**E** - Performance is excellent

**N** - Performance needs improvement

**S** - Performance is satisfactory

**U** - Performance is unsatisfactory

Where an unsatisfactory rating is indicated, example(s) of behavior(s) relating to the relevant area(s) of the performance standard and recommendations for improvement must be recorded under "comments and recommendations." Cited examples and recommendations must be descriptive and specific.

Performance reflecting special strength in an area should also be recorded for the purpose of employee commendation.

If a rating criterion is not applicable or cannot be evaluated, mark "NA".

**1. Breadth, depth and currency of knowledge appropriate to research needs and other assigned duties.**

<b>Rating</b>	<b>Comments and recommendations:</b>

**2. Proficiency in written and oral communication to students.**

<b>Rating</b>	<b>Comments and recommendations:</b>

**3. Effective bibliographic instruction, including reference interview techniques.**

<b>Rating</b>	<b>Comments and recommendations:</b>

**4. Worksite control appropriate to the library environment.**

<b>Rating</b>	<b>Comments and recommendations:</b>

North Orange County Community College District  
ADJUNCT FACULTY PERFORMANCE EVALUATION

Librarian

Employee Name:

Page \_\_\_\_\_ of \_\_\_\_\_

**PART I. PERFORMANCE STANDARDS, CONTINUED**

5. Relevant group or one-on-one presentation.

Rating

Comments and recommendations:

6. Referral to out-of-library resources when appropriate.

Rating

Comments and recommendations:

7. Documented, relevant and timely evaluation of student performance when appropriate.

Rating

Comments and recommendations:

8. Meeting administrative clerical requirements (annual reports, departmental statistics, department supply orders, equipment requests, orientation reports, etc.).

Rating

Comments and recommendations:

9. Evaluation of course syllabi, class handouts, assignments, examinations and other materials generated for professional use as appropriate to the assignment.

Rating

Comments and recommendations:

10. Consider the extent to which the employee works as part of the team and works effectively and courteously with fellow employees, students and the public.

Rating

Comments and recommendations:

North Orange County Community College District  
ADJUNCT FACULTY PERFORMANCE EVALUATION

Librarian

Employee Name: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_

**PART II. ASSESSMENT OF STUDENT SURVEY RESPONSES**

Where performance is unsatisfactory or indicates a need for improvement, cite specific example(s) under "comments."

Provide a summary analysis of student survey responses with attention to indications of instructor behaviors reflecting:

- A. Courtesy, respect and professionalism in communicating with students.
- B. Appropriate evaluation of student performance.
- C. Encouragement of student participation in the learning process.

**PART III: OVERALL RATING AND CERTIFICATION**

OVERALL RATING FOR THIS EMPLOYEE:  Excellent  Satisfactory  Needs Improvement  Unsatisfactory

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator (If other than Immediate Management Supervisor)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Immediate Management Supervisor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
CEO/Designee Signature

\_\_\_\_\_  
Date

APPENDIX C

GRIEVANCE FORMS

**NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**INSTRUCTIONS TO GRIEVANT:**  
Submit the original of this grievance form to the Vice Chancellor of Human Resources. Be sure to sign and date the form. Retain a copy for your files.

**ADJUNCT FACULTY**  
**GRIEVANCE FORM**

All references to DAYS mean days on which the central administrative office of the District is regularly open for business.

Grievant's Name \_\_\_\_\_ Contact Telephone \_\_\_\_\_ Work Telephone \_\_\_\_\_  
Grievant's Mailing Address \_\_\_\_\_ City \_\_\_\_\_ Zip Code \_\_\_\_\_  
Name of Grievant's ADFAC Representative (if any) \_\_\_\_\_

I request a grievance resolution meeting with the respondent / designee  YES  NO

Grievant's Work Location:  CC  FC  SCE  
Division: \_\_\_\_\_ Dept/Area: \_\_\_\_\_  
Name of Management Supervisor: \_\_\_\_\_

**INDICATE THE LEVEL OF GRIEVANCE INITIATION:**  
 LEVEL ONE - Immediate Management Supervisor  
 LEVEL TWO - President/Provost  
 LEVEL THREE - Vice Chancellor, Human Resources

**DATE OF VIOLATION:** Indicate the date of the alleged violation which is the basis for this grievance: \_\_\_\_\_

**PROVISION OF AGREEMENT VIOLATED:** Cite the specific Article(s) and section(s) of the Agreement between ADFAC and the District alleged to have been violated, misapplied or misinterpreted.

**DESCRIPTION OF GRIEVANCE:** Provide a clear and concise description of the nature and grounds of the grievance and the specific manner in which the cited Article(s) and section(s) of the Agreement are alleged to have been violated, misapplied, or misinterpreted. Provide names, dates, places, facts and details necessary for complete understanding of the grievance. Attach additional pages as necessary.

**REMEDY REQUESTED:** State the specific action(s) requested of the District which you believe will resolve the grievance. Attach additional pages as necessary.

Grievant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**DISTRICT RESPONSE TO GRIEVANCE:** Attach additional pages as necessary.

Authorized District Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Notice to Grievant:** If you are not satisfied with this response and wish to appeal to the next level, you must submit a completed grievance appeal form (Appendix C-2) to the Vice Chancellor of Human Resources within ten (10) days of receipt of this response. The grievance appeal form must be accompanied by a copy of this processed grievance form, along with any attachments and other documents of an evidentiary nature.

**DISTRICT USE ONLY** | Date Received: \_\_\_\_\_ | Date of Section 16.6.2.3 Meeting With Grievant: (if requested): \_\_\_\_\_



**APPENDIX C-2**

REV 07/2013

**NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**INSTRUCTIONS TO GRIEVANT:**

Submit the original of this grievance appeal form to the Vice Chancellor of Human Resources. Be sure to sign and date the form. Retain a copy for your files.

Attach a copy of all processed grievance forms and other documents of an evidentiary nature.

**ADJUNCT FACULTY**

**GRIEVANCE APPEAL FORM**

All references to DAYS mean days on which the central administrative office of the District is regularly open for business.

\_\_\_\_\_  
Grievant's Name

\_\_\_\_\_  
Contact Telephone

\_\_\_\_\_  
Work Telephone

\_\_\_\_\_  
Grievant's Mailing Address

\_\_\_\_\_  
City

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Name of Grievant's ADFAC Representative (if any)

Grievant's Work Location:  CC  FC  SCE  
Division: \_\_\_\_\_ Dept/Area: \_\_\_\_\_  
Name of Management Supervisor: \_\_\_\_\_

**INDICATE THE LEVEL OF GRIEVANCE APPEAL:**  
 LEVEL TWO - President/Provost  
 LEVEL THREE - Vice Chancellor, Human Resources

**REASON FOR APPEAL:** Indicate the specific reason(s) for requesting an appeal of this grievance.  
  
  
  
  
  
  
  
  
  
**REMEDY REQUESTED:** State the specific action(s) requested of the District which you believe will resolve the grievance. Attach additional pages as necessary.  
  
  
  
  
  
  
  
  
  
Grievant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**DISTRICT RESPONSE TO GRIEVANCE:** Attach additional pages as necessary.  
  
  
  
  
  
  
  
  
  
Authorized District Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
  
**Notice to Grievant:** If you are not satisfied with this response and wish to appeal to the next level, you must submit a completed grievance appeal form (Appendix C-2) to the Vice Chancellor of Human Resources within ten (10) days of receipt of this response. The grievance appeal form must be accompanied by a copy of all processed grievance forms, along with any attachments and other documents of an evidentiary nature.

**DISTRICT USE ONLY**

Date Received: \_\_\_\_\_

APPENDIX D

MEMORANDUM OF UNDERSTANDING

**MEMORANDUM OF UNDERSTANDING**

**Between the  
North Orange County Community College District (the District)  
and  
Adjunct Faculty United American Federation of Teachers Local 6106 AFL-CIO**

**August 13, 2015**

This Memorandum of Understanding ("MOU") is entered into by and between the North Orange County Community College District ("NOCCCD") and the Adjunct Faculty United American Federation of Teachers Local 6106 AFL-CIO ("Adjunct Faculty"). NOCCCD and Adjunct Faculty may be referred to hereinafter collectively as "Party" and "Parties."


WHEREAS, the Parties entered into a collective bargaining agreement which expires June 30, 2017; and through this MOU.

1. During the term of this MOU, the provisions of Article 11.3.2.2 shall be revised to state:

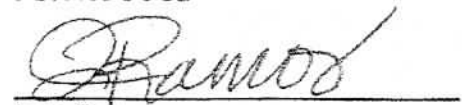
Salary step progression on Schedule C shall be based exclusively upon service with the District, with eligibility for step advancement after five (5) regular trimesters of noncredit teaching service at the previous step. One trimester of service shall require teaching for the full duration of a trimester, regardless of the number of hours per week.

2. On a one-time basis, the 2015 application deadline for a salary step advancement (the second Friday in August) will be extended to Friday, August 28, 2015 for non-credit faculty only.
3. This MOU is unique unto its own circumstances and shall not be cited as precedent or past practice by either Party in the future for any purpose other than to implement the terms of this MOU.
4. This MOU shall expire June 30, 2017, and shall have no further force and effect, unless extended by mutual written agreement of the Parties.

**FOR ADJUNCT FACULTY UNITED**

  
Dennis Konshak  
Grievance Chair

**FOR NOCCCD**

  
Irma Ramos  
Vice Chancellor of Human Resources

APPENDIX E

TENTATIVE AGREEMENT FOR  
2014/2015, 2015/2016, AND 2016/2017  
ACADEMIC YEARS

**TENTATIVE AGREEMENT BETWEEN  
NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
AND  
ADJUNCT FACULTY UNITED AFT/CFT**

**June 23, 2015**

This Tentative Agreement is entered into by and between the North Orange County Community College District ("NOCCCD") and Adjunct Faculty United AFT/CFT ("Adjunct Faculty"). NOCCCD and Adjunct Faculty may be referred to herein as "Party" or collectively as "Parties."

Any issue, subject, or matter discussed by the District and the Faculty Association during negotiations over the 2014-2015 bargaining proposals not contained in this document shall be considered withdrawn by the party presenting it. Any "oral agreement" or "understanding" not reflected in writing herein shall have no force or effect.

NOW, THEREFORE, the Parties hereto agree as follows:

**Term**

This Agreement shall cover the 2014-2015, 2015-2016 and 2016-2017 academic years, and shall terminate June 30, 2017.

1. The Agreement of July 1, 2013 – June 30, 2106 shall be extended in its entirety until June 30, 2017 except as expressed and modified herein.
2. Negotiations for the 2014-2015, 2015-2016 and 2016-2017 academic years are closed;
3. The Parties agree to sunshine their initial proposals for 2017-2018 academic year by November 30, 2016. The parties also agree to commence negotiations within 30-days of completion of the sunshining process.

**Article 7: Working Conditions**

Article 7: WORKING CONDITIONS shall remain unchanged except for the following amendment(s):

- 7.7.5 Unit Members shall regularly check their NOCCCD issued email account a minimum of once a week and shall use their NOCCCD issued email account for conducting NOCCCD business.
- 7.8.3 Unit Members serving on Academic Senate, District Consultation Council, Technology Coordinating Council and Council on Budget and Facilities shall be compensated for their service on these committees as outlined below and shall not serve on more than one committee per semester.

- 7.8.3.1. Adjunct Senators shall be compensated for attending Academic Senate meetings not to exceed four hours of pay per month at their regular rate, except Credit Instructors at the lab rate.
- 7.8.3.2 The Unit Member shall be compensated for attending District Consultation Council not to exceed two hours of pay per month at their regular rate, except Credit Instructors at the lab rate.
- 7.8.3.3 The Unit Member shall be compensated for attending Technology Coordinating Council not to exceed two hours of pay per month at their regular rate, except Credit Instructors at the lab rate.
- 7.8.3.4 The Unit Member shall be compensated for attending Council on Budget and Facilities not to exceed four hours of pay per month at their regular rate, except Credit Instructors at the lab rate.

**Article 9: Evaluation**

Article 9: EVALUATION shall remain unchanged except for the following amendment(s):

- 9.2.3 Unit members shall be evaluated at each school where the unit members teach classes or are assigned in accordance with current evaluation procedures.

**Article 11: Salary**

Article 11: SALARY shall remain unchanged except for the following amendment(s):

**Off-Schedule Salary Adjustment for the 2014-2015 Academic Year**

Unit Members who taught credit classes or performed counseling or librarian services at the colleges during the 2015 college Spring semester will be paid an off-schedule bonus equal to three percent (3.0%) for the 2014-2015 academic year. This payment will be computed by calculating Spring 2015 semester service at six percent (6.0%) using the salary schedule rates in effect December 31, 2014.

Unit Members who taught non-credit classes or performed counseling services in the School of Continuing Education during the 2015 noncredit Spring Trimester shall be paid an off-schedule bonus equal to three percent (3.0%) for the 2014-2015 academic year. This payment will be computed by calculating Spring 2015 trimester service at nine percent (9.0%) using the salary schedule rates in effect December 31, 2014.

**2015-2016 Academic Year**

For the 2015-2016 academic year, an across the board salary increase of six percent (6%) to be applied to Adjunct Faculty salary schedule A and B effective August 24, 2015 and schedule C effective September 14, 2015.

An additional Step will be added to the Adjunct Faculty salary schedule A and B effective August 24, 2015 and schedule C effective September 14, 2015.

Step 0 of the Adjunct Faculty salary schedule A and B effective August 24, 2015 and schedule C effective September 14, 2015 shall be zeroed out. Existing Unit Members compensated on Step 0 will be moved to Step 1 on the effective dates specified above. New Unit Members will be compensated at Step 1 on the effective dates specified above.

**2016-2017 Academic Year**

For the 2016-2017 academic year, an across the board salary percentage increase equal to the funded COLA for the 2016-2017 academic year will be provided. In the event that the District enters into a salary settlement for the 2016-2017 academic year with the NOCCCD United Faculty Association in excess of the percentage of funded COLA for the 2016-2017 academic year, NOCCCD agrees, at Adjunct Faculty's request, to reopen formal negotiations of salary only for the 2016-2017 academic year within 30-days of full ratification of the agreement with United Faculty.


In addition, an additional Step will be added to the Adjunct Faculty salary schedule A and B effective August 22, 2016 and schedule C effective September 12, 2016.

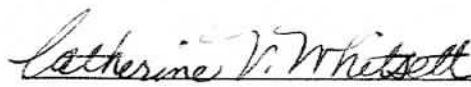
**11.5 Nursing Faculty Clinical Compensation**

11.5.1 Effective August 24, 2015, the nursing faculty clinical practicum will be compensated at the lecture rate.

NORTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

ADJUNCT FACULTY UNITED AFT/CFT

  
Date: 6-23-15

  
Date: June 23-2015