

**TENTATIVE AGREEMENT BETWEEN
NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND**

ADJUNCT FACULTY UNITED AFT/CFT

June 17, 2025

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 Adjunct Faculty Association during negotiations over the 2024-2025, 2025-2026, and 2026-2027 bargaining proposals not contained in this document shall be considered withdrawn by the party presenting it.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, it is agreed between the Parties as follows:

The provisions of this Agreement, if ratified by the United Faculty membership and adopted by the Board of Trustees, shall constitute the complete and final settlement and obligation of the parties with respect to negotiations for the 2024-2025, 2025-2026 and 2026-2027.

Successor negotiations for the 2027-2028 academic year will be conducted in accordance with Article 1.2 of the collective bargaining agreement.

ARTICLE 1 - AGREEMENT

ARTICLE 1 - AGREEMENT, shall remain unchanged except for the following amendment(s):

- 1.2.1 During the term of this Agreement, the Union and the District shall have the right to reopen this Agreement in the 2026-2027 academic year. In the event either party desires to negotiate reopeners as provided herein, such party shall serve upon the other by October 15th of each year, a written request to commence negotiations and an initial written proposal for such reopeners.

ARTICLE 3 – UNION RIGHTS, shall remain unchanged except for the following amendment(s):

3.3 Compensation for Union Business ~~(May use half of the increase during 18/19)~~

- 3.3.1 In satisfaction of the requirements of Chapter 10.7 of the Government Code, during the regular semester and scheduled instructional intersessions, the District shall provide a cumulative total of not more than ~~six hundred fifty (650)~~ one thousand fifty (1050) hours of compensation each academic year to such Unit Members as may be designated by the Union for the purposes of official union business with the District, including negotiations, processing grievances, and disciplinary matters. ~~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 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 and scheduled instructional intersession during the next academic year. The Union shall promptly notify the District should subsequent changes be necessary.

ARTICLE 6 – ASSIGNMENT AND SCHEDULING, shall remain unchanged except for the following amendment(s):

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~~intranet, on which Unit Members may request assignments and load (up to sixty~~-seven~~ (67) percent) for a regular semester and indicate the assignment(s) and load they would be willing to assume for that semester~~-~~.

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 North Orange Continuing Education Semester Assignment Requests:~~

- ~~6.1.2.2.1 North Orange Continuing Education Fall Semester Assignment Request: Form must be received in the appropriate department office not later than the last instructional day of the previous winter semester, but not earlier than the first instructional day of the previous winter semester.~~
- ~~6.1.2.2.2 North Orange Continuing Education Winter Semester Assignment Request: Form must be received in the appropriate department office not later than the last instructional day of the previous spring semester, but not earlier than the first instructional day of the previous spring semester.~~
- ~~6.1.2.2.3 North Orange Continuing Education Spring Semester Assignment Request: Form must be received in the appropriate department office not later than the last instructional day of the previous spring semester, but not earlier than the first instructional day of the previous spring semester.~~
- ~~6.1.2.2.4 A separate assignment request form must be submitted for each semester. 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 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/semesters~~ within the department or area offering the requested assignment(s), including the semester by which the request form must be submitted.
- 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.
- 6.2.5 Reemployment preference for an assignment shall apply to the initial scheduling process for each semester.
- 6.2.6 Each fall semester, the Immediate Management Supervisor will publish a list of adjunct faculty who have met the eligibility criteria for reemployment preference for teaching, counseling, and librarian assignments for the next academic year (RP List). Human Resources will provide the RP List to the Association. Unit Members may update their availability time frame and courses desired to teach on the Adjunct Faculty Assignment Request (AFAR) Form up to the point where the scheduling process is initiated as determined by the IMS.
- 6.2.7 Adjunct Faculty Date (AF Date) - The first date of actual assignment as a Unit Member. In the event the Unit Member does not perform an assignment for a period of 18 months or more, the AF Date will be the date of assignment after being rehired.

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. 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. 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 Unit Members who meet the eligibility requirements for reemployment preference and whose name appears on the RP List shall be entitled to receive an assignment of at least twenty percent (20%) of a full load based on AF Date, so long as the Unit Member is available to teach the class and there are sufficient class sections available. An assignment offered to and accepted by the Unit Member may not be preempted to fill either a canceled overload assignment or an overload request made after finalization of the assignment of a contract or regular faculty member.

6.3.56 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.

6.3.56.1 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).

6.3.6.2 Reemployment preference eligibility may be lost in the following ways: (1) failure to timely submit a completed AFAR form; (2) receiving an overall unsatisfactory evaluation; (3) receiving an overall needs improvement evaluation for two consecutive semesters; and (4) Unit Member has not taught for two consecutive semesters. In the event a Unit Member loses his/her reemployment preference eligibility, the Unit Member will be required to reestablish reemployment preference status.

6.3.56.32 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, shall remain unchanged except for the following amendment(s):

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.

7.7.6 Unit Members shall be responsible for providing reasonable accommodations to students enrolled in their classes as developed and approved through the office of disability services.

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 hiringsearch 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 District-sponsored Professional Development/activities.

7.8.3 Unit Members serving on Academic Senate, District Consultation Council, Technology Coordinating Council, and Council on Budget and Facilities; ~~and District Enrollment Management Advisory Committee~~ 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.

7.8.3.5 President's Advisory Council (Cypress and Fullerton): Unit Members shall be compensated for attending PAC not to exceed four hours of pay per month at their lab rate.

7.8.3.6. President's Cabinet (NOCE): Unit Members shall be compensated for attending President 's Cabinet not to exceed two hours of pay per month at their regular rate.

~~7.8.3.5 The Unit Member shall be compensated for attending District Enrollment Management Advisory Committee not to exceed two hours of pay per month at their regular rate, except Credit Instructors at the lab rate.~~

7.8.4 Compensation for ancillary duties listed in this section will be paid fifty (\$50.00) per hour, unless otherwise authorized per section 7.8.5.

7.8.4.1 Unit Members serving on a search committee for authorized committee work will be compensated for attending committee meetings and application evaluation.

<u>Number of applications</u>	<u>Hours Compensated</u>
<u>1-25</u>	<u>2 hours</u>
<u>26-50</u>	<u>4 hours</u>
<u>51-75</u>	<u>6 hours</u>
<u>76-100</u>	<u>8 hours</u>
<u>101-125</u>	<u>10 hours</u>
<u>126-150</u>	<u>12 hours</u>
<u>151-175</u>	<u>14 hours</u>
<u>176-200+</u>	<u>16 hours</u>

7.8.4.2 Opening Day: Unit Members (Credit/Non-Credit) shall be compensated for attending Opening Day, not to exceed two hours for credit and three hours for non-credit.

7.8.4.3 Credit Unit Members shall be compensated for attending Division/Department meetings on Flex Day or Opening Day, not to exceed two hours.

7.8.4.4 Non-Credit Unit Members shall be compensated for attending Department meetings prior to the first day of instruction of the Fall and Spring semesters, not to exceed two hours.

7.8.4.5 Adjunct Orientation: Unit Members shall be compensated one time for attending the District Adjunct Orientation, not to exceed four hours.

7.8.4.6 Leadership Academy: Unit Members shall be compensated for participating and completing the Leadership Academy Program, not to exceed sixty hours.

7.8.4.7 Unit Members shall be required to track ancillary duty hours worked and approved each month by the Division on the District provided timesheet. Unit Members shall submit timesheets to the Division by the first day of the following month in which the work was performed.

7.8.5 Unit Members may be compensated for other ancillary duties as approved in advance by the Vice Chancellor of Human Resources or designee.

ARTICLE 9 – EVALUATION, shall remain unchanged except for the following amendment(s):

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.

9.1.3 It is the intent of the parties that evaluations are to be conducted in a supportive, collegial, and nonpunitive manner.

9.2 Frequency of Evaluation

9.2.1 Unit Members ~~performing credit or noncredit 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 shall be evaluated at each school where the Unit Members teach classes or are assigned in accordance with current evaluation procedures.

9.2.3 Where a Unit Member is on a leave of absence during the semester for which the evaluation would normally be scheduled, such evaluation shall be conducted in the first full semester upon the Unit Member's return to service. Postponement or delay of the evaluation, as provided in this section, shall not affect the schedule of subsequent evaluations.

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. For classes employing distance education technologies, the evaluator will provide specific information to clarify the details associated with the evaluation process, including the amount of time needed for access to the learning management system and the access level required (TA, instructor, student).

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 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 ~~I~~ instructions which outline the evaluation process;
 - 9.4.1.2 a ~~A~~ copy of the Performance Evaluation form;
 - 9.4.1.3 a ~~A~~ list of job-related materials such as course syllabi, samples of assignments, examinations, class handouts, faculty to student communications, etc., to be submitted for review and the date by which such materials are to be submitted, which shall be not less than fourteen (14) calendar days form 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; an 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 (90) 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. The evaluation of distance education classes shall also adhere to distance education guidelines as provided in course outlines, department distance education guidelines, distance education campus handbooks, and the Online Education Initiative (OEI) rubric. 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 The Unit Member shall be sent the completed performance evaluation no later than 14 ~~calendar business~~ days after the end of semester ~~to their District issued email address. 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 business~~ days of the date of emailing 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 and Immediate Management Supervisor.
- 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, 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 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 ~~of 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/MULTIPLE SECTION, shall remain unchanged except for the following amendment(s):

- 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 multiple section oversized class.
- 10.3 Oversized-MULTIPLE SECTIONS Classes
- 10.3.1 If authorized by the President or designee, a class may be established as an oversized- multiple sectionclass, or any established multiple sectionoversized 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-multiple sectionclass at the time the class is offered for assignment to a Unit Member, the Unit Member shall be informed that the class is a multiple sectionan 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 a multiple sectionan oversized class may be implemented with the agreement of the Unit Member.
- 10.3.2 Oversized-Multiple section 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-classsection 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 section class.
- 10.3.2.2 A class scheduled as a double-sized classsection must attain either (80)ninety (90) percent of its established classmaximize size on the census date to count as a double section-sized class. If itthe scheduled double-sized class does not attain either (80)ninety (90) 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 section-sized class will be reclassified as a one-and-one-half section-sized class. If thise reclassified one and one-half section does not attain eighty (80) percent of its established class multiple section size, it will be reclassified as a single section. 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 section-sized class must attain eighty (80)ninety (90) percent of its established multiple section class size on the census date to count as a triple section-sized class. If the scheduled triple-sized classit does not attain eighty (80)ninety (90) 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 section-sized class will be reclassified as a two-and-one-half section-sized class. If this reclassified two and one-half section does not attain ninety (90) percent, it will be reclassified as a double section. If this reclassified double section does not attain ninety (90) percent of its established class multiple section size, it will be reclassified as one and one-half section. If this reclassified one and one-half section does not attain eighty (80) percent, it will be reclassified as a single section. 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-sized 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 ~~Multiple section~~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-multiple section~~ 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~~ section 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~~ section 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 ~~section-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 ~~section-sized class~~ will be compensated at three hundred (300) percent of the Unit Member's rate per unit.

10.3.5 Payment for a ~~multiple section~~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 a ~~multiple section~~oversized class shall count only as a single section for purposes of computing the Multiple Section allowable load computation for adjunct faculty assignments; the ~~multiple section~~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

ARTICLE 11 – SALARY, shall remain unchanged except for the following amendment(s):

SALARY ADJUSTMENT FOR THE 2025-2026 FISCAL YEAR

The Adjunct Faculty Salary Schedule A, B, and C will be increased by thirteen percent (13.0%) for 2025-2026, across the schedules, effective Fall 2025. Salary increase for counselors will be effective August 1, 2025.

SALARY ADJUSTMENT FOR THE 2026-2027 FISCAL YEAR

The Adjunct Faculty Salary Schedule A, B, and C will be increased by point two five percent (0.25%) for 2026-2027, across the schedules, effective Fall 2026.

CONTINGENCY SALARY ADJUSTMENT FOR THE 2026-2027 FISCAL YEAR

This contingency language is based upon the following requirements and stipulations.

Only in the event that the District receives Student Centered Funding Formula revenue in excess of \$262,433,892 for fiscal year 2025-2026, the District will provide 10.48% of the additional revenue using the State Chancellor's Office P2 available revenue received by the District in 2025-2026. The equivalent amount will be converted to a percentage increase which will be added to the 2026-2027 Adjunct Faculty Salary Schedule A, B, and C, effective Fall 2026.

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 1 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 1 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.
- 11.2.2.4 Unit Members who have retired from NOCCCD as a fulltime faculty, counselor, or librarian, shall be placed on the appropriate schedule at step 3.

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.

11.2.3.4.1 Lower division course work must be approved in advance by the Immediate Management Supervisor.

11.2.3.4.2 Upper division and graduate level course work is strongly recommended that the Unit Member confer with the Immediate Management Supervisor prior to taking any course(s).

11.2.3.4.3 Salary column adjustments will not be made during the academic year.

11.2.4 Salary Step Advancement

Effective Fall 2019, salary step advancement will automatically be applied for unit members who meet the following criteria:

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:

11.2.4.1.1 Four (4) regular semesters of credit instruction at the previous step. One (1) semester of service is defined as 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:

11.2.4.2.1 Four (4) regular semesters of counseling or librarian service at the previous step. One (1) semester of service is defined as the completion of the assignment for the semester.

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 The salary step advancement will be applied at the beginning of the next regular semester after the eligibility requirements have been met.

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. Initial salary column placement shall be Column III for Unit Members who possess an earned 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 1 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.
- 11.3.1.4 Unit Members who have retired from NOCCCD as a fulltime non-credit faculty, counselor, or librarian, shall be placed on the appropriate schedule at step 3.

11.3.2 Salary Step 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 may be advanced to Column II or for an earned doctoral degree may be advanced to Column III. Placement on Column II or III 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.~~
 - 11.3.2.1.1 Lower division course work must be approved in advance by the Immediate Management Supervisor.
 - 11.3.2.1.2 Upper division and graduate level course work is strongly recommended that the Unit Member confer with the Immediate Management Supervisor prior to taking any course(s).
 - 11.3.2.1.3 Salary column adjustments will not be made during the academic year.
- 11.3.2.2 Effective Fall 2020, salary step advancement will automatically be applied for unit members who meet the following criteria:
 - 11.3.2.2.1 Salary step progression on Schedule C shall be based exclusively upon service with the District, with eligibility for step advancement after four (4) regular semesters of noncredit teaching service at the previous step. One semester of service is defined as the completion of the assignment for the semester.
 - 11.3.2.2.2 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.

11.3.2.2.3 The salary step advancement will be applied at the beginning of the next regular semester after the eligibility requirements have been met.

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 Effective Fall 2025, Compensation For Lecture, Lab, Out of class preparation and Other outside related instructional duties for Credit and Non-Credit Instructional Unit Members

11.5.1 The Parties agree to define the compensation as delineated on the Adjunct Faculty Salary, Schedule A and Schedule C. The amount of compensation is to fulfill the academic assignment including lecture, lab, out of class preparation and other outside related instructional duties for Credit and Non-Credit Instructional Unit Members. This is consistent with the parties past practice for compensation of instructional Unit Members.

11.5.2 Out of class preparation and other outside related duties may include, but are not limited to, course and instructional material preparation, lecture preparation, lab preparation, instructor initiated/course outline of record field trips, exam preparation, grading, regular and substantive interaction with students, classroom syllabi preparation, selecting course texts and other instructional materials, Student Learning Outcomes activities, learning management system, completing legally required training, evaluation process participation, and communication with District employees and external partners in your role with the District.

11.5.3 Instructional Unit Members are not permitted to work in excess of the assigned course units or non-credit hours. Prior written approval from the IMS is required before performing any additional work. If additional work is authorized, it is agreed and understood the compensation for the additional work will be paid at twenty dollars (\$20.00) an hour.

11.5.4 Acknowledgment/Certification - Instructional Unit Members will sign an acknowledgment that their professional rate of pay includes lecture, lab, out of class preparation, and other outside related instructional duties as delineated in 11.5.2. This acknowledgment shall be submitted with the instructional assignment offer.

The Instructional Unit Member will submit a certification that compensation was received in accordance with this section. This certification shall be submitted on a District form by the last day of instruction. The 2025/2026 academic year is dedicated to implementing this new section. Commencing the 2026/2027 academic year, if an Instructional Unit Member fails to submit the certification by the deadline, the Instructional Unit Member will be provided with a reminder. The Instructional Unit Member may lose their teaching assignment(s) if the certification is not submitted after the reminder.

11.5.5 This section does not change the Instructional Credit and Non-Credit Unit Members reporting of time or attendance processes. No additional compensation shall be paid without prior written approval by the IMS.

11.5.6 This section applies to all course units and/or non-credit hours assigned during any regular semester or intersession.

11.5.7 Any dispute related to this article shall be subject to the grievance procedure in the Collective Bargaining Agreement.

11.6 Nursing Faculty Clinical Compensation

11.6.1 Effective August 24, 2015, the nursing faculty clinical practicum will be compensated at the

lecture rate.

11.7 Extensive Laboratory Compensation

11.7.1 The laboratory hour for all courses established as Extensive Laboratory will be compensated at 1 to 1 or 100 percent of a lecture hour.

ARTICLE 12 – BENEFITS, shall remain unchanged except for the following amendment(s):

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 one thousand dollars (\$1,000) per regular semester, for insurance premiums paid by the Unit Member during the semester 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 two thousand dollars (\$2,000) in any fiscal year and shall apply only to premiums paid for health coverage of the Unit Member. Effective July 1, 2022, for qualifying Unit Members, and subject to all of the terms and conditions as provided in this Article, the District will reimburse up to one thousand one hundred dollars (\$1,100) per regular semester, for insurance premiums paid by the Unit Member during the semester 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 two thousand two hundred dollars (\$2,200) 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 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 teaching, counseling or librarian assignment for at least three (3) regular semesters in the previous five (5) regular semesters/trimesters.

12.3 Eligibility For District Contributions Towards Medical Benefits

12.3.1 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, the Unit Member will not be eligible for the insurance premium reimbursement for that semester-. 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, the Unit Member will retain eligibility for the insurance premium reimbursement for that semester. 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.

12.3.2 NOCCCD FORTY PERCENT (40%) ASSIGNMENT ELIGIBILITY: Unit Members enrolled in CalSTRS whose NOCCCD assignment equals or exceeds forty percent (40%) of the cumulative equivalent of a minimum full-time teaching assignment per semester (as defined by Ed Code section 87861) are eligible to enroll in NOCCCD medical insurance benefits. Unit Members are not eligible to participate in the District's fringe benefits allowance and life insurance programs.

12.3.2.1 Unit Members meeting the forty percent (40%) NOCCCD assignment eligibility per semester shall be eligible to enroll and receive medical District premium contributions. The District contribution has no cash value and can only be used to enroll in benefits offered by NOCCCD.

12.3.2.2 The District will pay the cost of the employee-only premium for eligible Unit Members meeting the assignment eligibility of forty percent (40%) or more per semester. Effective January 2026 the District will contribute a maximum up to \$11,359.32 annually towards one dependent care medical premiums. Effective January 1, 2026, the District will contribute a maximum up to \$18,174.84 annually towards family plan medical premiums.

If the Kaiser other Southern California rate increases in excess of the January 2027 District contribution amounts effective January 2027, the District will increase the District contribution for employee plus one and family for the 2027 benefit year, not to exceed the 2026-2027 funded cola percentage.

12.3.2.3 In the event that a Unit Member selects a plan which exceeds the amount of the District contribution, the additional cost of the premium is the responsibility on the Unit Member and must be paid by automatic payroll deduction monthly from their payroll check to pay for the additional of the medical benefit premium. If the Unit Member pay is insufficient to cover this additional cost, the Unit Member shall submit payment within fifteen (15) days of receiving notice of such cost. The payment shall be submitted to the Benefits office in Human Resources for processing.

12.3.2.4 Unit Members meeting the forty percent (40%) NOCCCD assignment eligibility for the Spring Semester, will maintain eligibility through July 31.

12.3.2.5 Unit Members who do not meet the forty percent (40%) NOCCCD semester assignment eligibility and work less than forty percent (40%) in any semester will be eligible to receive the District contribution up to \$157.00 monthly. The District contribution has no cash value and can only be used to enroll in benefits as offered by NOCCCD.

12.3.2.6 Unit Members or their dependents whose premiums for health insurance are paid by an employer other than a community college district are not eligible to participate in the NOCCCD program.

12.3.2.7 Unit Members who have enrolled in the District medical plan who become ineligible will not receive District contributions towards medical benefits. Unit Members who become ineligible will receive appropriate Consolidated Omnibus Budget Reconciliation Act (COBRA) notices. Unit Members will then be eligible to enroll in COBRA at their own expense according to the laws and regulations governing COBRA.

12.3.3 MULTI-DISTRICT PART-TIME FACULTY PROGRAM ELIGIBILITY

12.3.3.1 In accordance with chaptered, Education Code Sections 87861(b), 87863(b), and 87865): to be eligible for health insurance premium reimbursement under this program, Unit Members must meet all of the following criteria:

12.3.3.2 Assignments at two or more community college districts that equal or exceed forty percent (40%) of the cumulative equivalent of a minimum full-time teaching assignment each semester;

12.3.3.3 Unit Members or their dependents whose premiums for health insurance are paid by an employer other than a community college district are not eligible to participate in the NOCCCD program;

12.3.3.4 Load of forty percent (40%) at NOCCCD and whose assignment at another

community college district is forty percent (40%) or more that offers part-time faculty benefits are not eligible to participate in the NOCCCD program;

12.3.3.5 Unit Members must have individually purchased a healthcare plan.

12.3.3.6 CERTIFICATION: qualifying Unit Members must submit a completed and signed application reimbursement form and provide documentation as requested by the District demonstrating they meet the eligibility requirements by no later than the last day of the semester for which reimbursement is to be claimed.

12.3.3.7 REIMBURSEMENT: Upon certification of the required documentation and payment by Unit Members, the District shall issue a reimbursement equal to its share of this premium payment for up to six (6) months. The District's share shall be determined by dividing the total health insurance premium paid by the unit member by the total number of community college districts in which the unit member currently holds an active assignment. The District's share shall not exceed that which it would have paid if the unit member had been a full-time faculty member purchasing the District's most commonly subscribed family medical plan.

12.3.3.8 In the event that a Unit Member selects a plan which exceeds the amount of the District contribution, the additional cost of the premium is the responsibility on the Unit Member and must be paid by automatic payroll deduction monthly from their payroll check to pay for the additional of the medical benefit premium. If the Unit Member pay is insufficient to cover this additional cost, Unit Members shall submit payment within fifteen (15) days of receiving notice of such cost. The payment shall be submitted to the Benefits office in Human Resources for processing.

12.4 VESTING: Consistent with California Government Code 22895, Unit Members employed prior to July 1, 2023, or hired by the District to begin work on or after July 1, 2023, shall be entitled to District-paid post-retirement medical benefits at the same contribution rate of \$157.00 per month if the Unit Member has been employed by the District and retires with a minimum of fifty (50) years of District credited service or Unit Members who qualify for disability retirement under the State Teachers Retirement System or the Public Employees Retirement System. California Government Codes 22897 and 22893 are not applicable.

12.5 If at any time CalPERS medical does not permit Unit Members to participate in the program or if the District is unable to secure a provider or carrier to insure the Unit Members, the District's obligation to the Unit Members will be extinguished and the terms of this agreement will be null and void.

12.6 The language requiring District contribution for health care as delineated above is contingent upon state funding and if the state does not reimburse the District for 100% of the healthcare costs for Unit Members, this language will be extinguished and the terms of this Agreement will be null and void. The District may continue District contributions for medical benefits through the end of semester in which State funding is eliminated.

12.74—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.~~85~~ To receive reimbursement for premiums paid during a semester, a Unit Member must meet the eligibility requirements as provided in this Article and must apply for reimbursement by submitting a (one per semester) properly completed and signed *Adjunct Faculty Health Insurance Premium Reimbursement* form, to be made available electronically as a fillable form on the district website, 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 for which reimbursement is to be claimed. A separate application for reimbursement, as provided herein, must be submitted for each semester for which reimbursement is to be claimed.

12.~~85~~.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, 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.~~85~~.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.~~85~~.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.~~85~~.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.

12.~~96~~ 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.~~107~~ 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.~~118~~ 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.

12.~~129~~ Employee Assistance Program
Effective Fall 2021, Unit Members who are in paid status will be eligible for the District's sponsored Employee Assistance Program.

12.13 This article is not subject to the Grievance Procedure.

ARTICLE 13 – OFFICE HOURS, shall remain unchanged except for the following amendment(s):

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.

13.3 This section applies to semester and intersession assignments. This Article shall not require the creation of additional office spaces. Unit Members are required to request office space through their respective Division prior to submitting their request for office hours. The Division shall provide the Unit Member with access to available spaces and times.

13.4 The District and Adjunct Faculty United acknowledge that office hours for part-time faculty contribute to student success. The District shall set aside the amount not to exceed four hundred twenty thousand dollars (\$420,000.00) annually for the purpose of funding adjunct faculty office hours. Two hundred ten thousand dollars (\$210,000) shall be allocated for each fall and spring semester. Unused funds shall not carry over to future semesters.

13.5 Approved office hours shall be paid at the rate of forty-five dollars (\$45.00) per hour.

13.5.1 Missed hours may not be rescheduled and shall not be compensated. The Unit Member may not use accrued sick leave or other paid leaves for office hours.

13.6 Office Hour Structure:

<u>SEMESTER LHE CREDIT INSTRUCTOR</u>	<u>SEMESTER HOURS NON-CREDIT INSTRUCTOR</u>	<u>MAXIMUM NUMBER OF OFFICE HOURS (per week - all assignments combined)</u>
<u>Less than 5 LHE</u>	<u>Less than 8.25 hours</u>	<u>30 minutes</u>
<u>5 LHE or more</u>	<u>8.25 hour or more</u>	<u>60 minutes</u>

13.7 Application - Unit Members wishing to conduct paid office hours outside of the dedicated ten (10) minutes of office hour time with students referenced in section 13.1 shall submit a request to their Immediate Management Supervisor (IMS) on the District approved form no later than one calendar week after receiving an assignment and as described below:

13.7.1 The IMS shall notify the Unit Member of the application outcome no later than ten (10) business days prior to the first date of instruction or five (5) days after receiving the Unit Member's office hour request whichever is later.

13.7.2 All applications shall be reviewed consistent with the availability of funds.

13.7.3 Approved office hours shall be added to staff assignment sheets and the syllabus.

13.8 Scheduling - Office hours can be requested to be held synchronously either in person or remote, conducive to the needs of both student and Unit Member, with the default office hour modality matching the instructional method modality. In cases where the default office hour modality is not requested and the Unit Member requests an alternate modality, the requested modality shall be approved by the Unit Member's IMS.

13.8.1 The following online modalities are NOT allowable substitutes for synchronous office hours: email, discussion board, text message, chat board, or similar.

13.8.2 Approved paid office hours: office hours shall be requested and scheduled with the following considerations in mind:

13.8.2.1 Shall be scheduled to provide reasonable student access with respect to classes in order to support and promote student retention, equity, and success.

13.8.2.2 Shall be scheduled before or after regularly scheduled class(es) unless otherwise approved by the IMS.

13.8.2.3 Shall be held as approved by the IMS.

13.8.2.4 Unit Members shall make every effort to meet with a student who requests a meeting by appointment if the student is unable to meet during regularly scheduled office hours.

13.8.2.5 Approved office hours shall be clearly published in the course syllabus no later than the Unit Member's first day of instruction and shall include the Unit Member's contact information, method of contact, and meeting location.

13.8.2.6 Unit Member shall have completed and submitted a weekly District office hour report to be eligible for office hours in any subsequent semesters.

ARTICLE 14 – LEAVES OF ABSENCE, shall remain unchanged except for the following amendment(s):

14.1 Sick Leave

14.1.1 Regular Sick Leave

14.1.1.1 Unit Members who perform assignments during a regular semester 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 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.~~

14.1.1.3 ~~Absences during a regular semester 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 with one and three-tenths (1.3) hours of regular sick leave for every eighteen (18) hours of service. 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 Unused sick leave shall be accumulated from year to year and may be used during a term in which a Unit Member maintains an active assignment. Absences during a regular semester or intersession shall be deducted from accumulated regular sick leave in one (1) hour increments on the basis of actual hours of absence or fraction thereof. 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 Members 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 Members who ~~are 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 Members who ~~are is~~ absent because of illness for more than the number of consecutive working days constituting one week of the Unit Member's current assignment shall provide the District with a medical statement from a licensed physician establishing the validity of the absence. For example, if a Unit Member has an assignment one day per week, then one absence constitutes a week. If a Unit Member has an assignment two days per week, then two consecutive absences constitute a week, and so on. 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: During any regular semester, a Unit Members may use up to ~~six (6)~~ twelve (12) hours of accumulated regular sick leave for personal necessity leave, not to exceed ~~a cumulative total of nine (9) hours in any academic year.~~ seven (7) consecutive calendar days during any one semester.

14.2.2 Summer Intersession: During any ~~summer~~ intersession, a Unit Members may use up to ~~two (2)~~ three (3) 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~~s~~ who ~~are~~~~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 ~~M~~member~~s~~ shall provide the District with official verification of the number of days of jury duty.

14.4. Legislative Leave

- ~~A~~ Unit Member~~s~~ who ~~are~~~~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~~s~~ 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 North Orange 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 ~~mm~~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.

14.7 Bereavement Leave

14.7.1. Unit Members may to take up to five (5) days of bereavement leave upon the death of a family member. The days of bereavement leave need not be consecutive and shall be completed within three months of the date of death of the family member.

14.7.1.1 Bereavement leave is available for the loss of a family member. A family member is defined as a spouse or a child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law.

14.7.1.2 Unit Members will be compensated for two (2) days of bereavement leave within seven (7) consecutive calendar days.

14.7.1.3 Unit Members may use available personal necessity leave in accordance with 14.2.

14.7.1.4 Unit Members who are absent for bereavement leave shall certify the leave on the monthly time and attendance reporting in the District's attendance system.

14.8 Unit Members may be required to provide the District with verification of any leave under this Article.

ARTICLE 15 – DISTANCE EDUCATION, shall remain unchanged except for the following amendment(s):

15.1 Definition: For the purpose of this Article:

15.1.1 Distance Education means education that uses one or more technologies listed below to deliver instruction to students who are physically separated from the instructor and to support regular and substantive interactions between students and the instructor, either synchronously or asynchronously.

i. The internet.

ii. One-way and two-way transmissions through open broadcast, closed circuit, cable, microwave, broadband lines, fiber optics, satellite, or wireless communications devices.

iii. Audioconferencing.

iv. Other media used in a course in conjunction with any of the technologies listed in the paragraph above.

15.1.2 A “hybrid course” is any distance education course that has a combination of online and scheduled on-campus/in-person meetings.

15.1.3 An “online course” is any distance education course that has no scheduled on-campus/in-person meetings. An online course can be fully synchronous, fully asynchronous or a combination thereof.

15.2 All distance education courses must go through the curriculum approval process with the completion of a DE Addendum and have it approved by the Curriculum Committee. Distance education courses must adhere to all relevant Title 5 Sections such as § 55206 Separate Course Approval, § 55202 Course Quality Standards, and § 55204 Instructor Contact.

15.3 Responsibilities of Faculty Assigned to Distance education Classes:

15.3.1 “Direct Instruction” is defined as instructional approaches that are structured, sequenced, designed, and presented specifically to engage students, and includes, but is not limited to, instructor-created content, curated material, reading assignments, and other forms of instructional material.

15.3.2 A “Learning Management System,” or LMS, is the digital platform used for launching online content and instruction for students, in both synchronous and asynchronous modalities, and also acts as a means of student authentication and interaction.

15.3.2.1 Instructors must use the District-supported Learning Management System for instruction for the purpose of student authentication and interaction; this provision does not exclude the use of third-party plugins and external tools launched via the LMS.

15.3.3 Regular and Substantive Interaction: Instructors teaching Distance education courses must maintain regular and substantive interaction between instructors and students and students to students. Regular and substantive interaction means engaging students in teaching, learning, assessment consistent with the content under discussion in addition to at least two of the following: 1) Providing direct instruction; 2) Assessing or providing feedback on a student’s coursework; 3) Providing information or responding to questions about the content of a course or competency; 4) Facilitating a group discussion regarding the content of a course or competency; and 5) Other instructional activities approved by the College’s or a program’s accrediting agency.

15.4 Assignment, Workload, and Use of Developed Materials:

15.4.1 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.

15.4.2 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.

15.4.3 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 learning management software).

- 15.4.4 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.

15.5 Prior to teaching a Distance education Course, Unit Members are required to obtain online teaching certification.

- 15.5.1 No stipend or any other forms of remuneration shall be awarded in conjunction with the development of any distance education course.

15.6 Dropping Students: Unit Members are responsible for dropping students if they do not regularly participate in activities defined in the syllabus in 20% or more of any part of the scheduled class term prior to the established drop date for the class.

15.7 Class Size for Distance education Classes: The class size limit for a distance education class shall be the same as for the traditional, i.e. on-campus/in-person class.

15.8 Evaluation of Unit Member Teaching a Distance education Course(s)

- 15.8.1 The evaluation of Unit Members teaching distance education courses aims to ensure high-quality instruction and student engagement in distance education classes under the provisions of Article 9.

- 15.8.2 Unit Members teaching a distance education course shall be evaluated in at least one distance education course during their normal evaluation cycle.

- 15.8.3 As part of the ongoing evaluation process, online or hybrid courses must show evidence of faculty-initiated and student-to-student regular and substantive contact and interaction consistently and on-going throughout the length of the course.

- 15.8.4 Frequency of evaluation shall adhere to Article 9.

- 15.8.5 Distance education Course evaluations shall include the following:

- 15.8.5.1 An Administrative Evaluation of the Unit Member's performance which shall include observation of online teaching, course unit, and sample material, such as quizzes, assignments, student projects, handouts, etc. Access to the LMS for the evaluator will be a maximum of ten (10) working days. Access level to the LMS for the evaluator shall be at least the same level as the Unit Member.

- 15.8.5.2 Engagement with students through interactive activities, discussion forums, and timely feedback on assignments, including regular and substantive interaction between instructors and students, and students to students.

- 15.8.5.3 Design and organization of course materials, including clear learning objectives, instructional resources, and assessments aligned to course outcomes.

- 15.8.5.4 Maximize the use of technology tools and resources to improve the quality of the online instruction.

- 15.8.5.5 Compliance with college policies and guidelines for online course delivery accessibility standards.

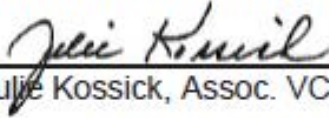
15.9 Student Surveys of Online Courses

15.9.1 Distance education student evaluations shall be conducted online using the established instrument.

NORTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT



Irma Ramos, Vice Chancellor of HR



Julie Kossick, Assoc. VCHR



Sam Foster, Fullerton College

Martha Gutierrez, NOCE

Date: 7/1/2025

ADJUNCT FACULTY UNITED AFT/CFT



Marlo Smith, President

Date: 7/8/2025