

**TENTATIVE AGREEMENT BETWEEN THE  
NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
AND THE  
UNITED FACULTY/CCA/CTA/NEA**

**October 2, 2024**

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

Any issue, subject, or matter discussed by the District and the United Faculty 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over the 2024-2025, 2025-2026 and 2026-2027 bargaining proposals not contained in this document shall be considered withdrawn by the party presenting it.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, except as provided below.

The parties agree to continue negotiations regarding Articles 17 – Evaluation of Probationary Unit Members and 18 – Evaluation of Tenured Unit Members to include DEIA required language in evaluations. Should the parties reach mutual agreement, UF will seek ratification and the District will submit for Board of Trustees approval.

Successor negotiations for the 2027-2028 academic year will be conducted in accordance with Article 1.3.3 of the collective bargaining agreement.

**ARTICLE 1 - AGREEMENT**

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

1.5 **TERMS OF AGREEMENT**

This Agreement shall become effective upon full ratification and continue in effect to and including June 30, 2027, and from year to year thereafter unless alteration or amendment is requested in writing in accordance with section 1.3 of this Article.

**ARTICLE 2 – DEFINITIONS**

ARTICLE 2 – DEFINITIONS, shall remain unchanged except for the following amendment(s):

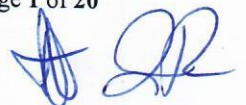
2.16 "Faculty" or "Faculty Member" means those employees of a community college district who are employed in positions that are not designated as supervisory or management per Title 5, Article 2, § 53200(a) (see also "Unit Member").

**ARTICLE 7 – LIBRARIAN WORKLOAD**

ARTICLE 7 – LIBRARIAN WORKLOAD, shall remain unchanged except for the following amendment(s):

7.1 **REGULAR CONTRACT**

The regular contract for librarian faculty shall be 177 days each academic year. ~~The annual regular contract~~



workload shall comprise a total of 1234 hours to be assigned as provided in section 7.3. Librarians may work up to 60 hours total (30 hours per semester) of the 1234 hour regular contract workload during the week preceding each regular semester. Any scheduling of librarian faculty hours outside of the regular semesters shall be by mutual agreement between the Immediate Management Supervisor and the librarian faculty.

## 7.2 LIBRARIAN WORKWEEK

7.2.1 The workweek for librarian faculty includes an average of thirty-five (35) ~~eight and one quarter (38.25)~~ assigned hours per week, which shall constitute the regular contract workload, and a minimum of five (5) one and three quarter (1.75) hours per week of professional services for other campus/district related professional activities where the Unit Member's participation is not assigned by the Immediate Management Supervisor, for a total of forty (40) hours per week.

7.2.2 It is recognized that variations in the assigned hours per week of the regular contract workload may occur to accommodate scheduling requirements and the operational needs of the department.

## 7.3 LIBRARIAN WORKLOAD

7.3.1 The assigned hours of the regular contract workload shall be spent on the following activities as assigned by the Immediate Management Supervisor:

7.3.1.1 Library duties;

7.3.1.2 teaching library classes, with the understanding that for each hour of classroom teaching, one (1) additional hour of the thirty-five (35) eight and one quarter (38.25) hours will be allowed to perform duties related to teaching the class and

7.3.1.3 attendance at library department meetings and library division meetings as scheduled.

7.3.2 Unit Members are expected to participate in campus and District governance and co-curricular activities including, but not limited to, attending the mandatory non-student duty days, service on hiring, evaluation and other committees, attendance at graduation ceremonies, program and curriculum evaluation and development (including appropriate participation in the formulation of Student Learning Outcomes and the Student Learning Outcomes assessment cycle), etc., as part of their professional obligation.

## ARTICLE 10 – INTERSESSION ASSIGNMENT

ARTICLE 10 – INTERSESSION ASSIGNMENT, shall remain unchanged except for the following amendment(s):

### 10.1 INTENT

10.1.1 The intent of this article is to implement intersession scheduling that is flexible and responsive to student needs and demand.

### 10.24 DEFINITION

10.2.1 "Intersession" as used in this Agreement means any period of time other than regular semesters/terms during which instruction is scheduled.

10.2.2 Intersession courses are short term/accelerated and shall be scheduled in accordance with the Student Contact Hours stated in the Course Outline of Record (COR).

10.2.3 Faculty Member, refer to Article 2, Definitions.

### 10.23 ASSUMPTION OF INTERSESSION ASSIGNMENTS

10.3.1 A Unit Member may assume, by mutual agreement, an assignment for any instructional period

scheduled within an intersession.

10.3.2 The Immediate Management Supervisor (IMS) shall determine department intersession schedules in accordance with the provisions of Article 10 and 12.

10.3.3 Unit Members will schedule one office hour per week during intersession instruction. Office hours will match the modality of the course. Office hours will be compensated at the intersession hourly lecture rate (step 1 class B).

10.3.4 Intersession classes will not be counted as a part of faculty load or overload. The Unit Member may elect to Load Bank in accordance with the provisions of Article 23.

#### 10.43 MAXIMUM INTERSESION INTERSESSION ASSIGNMENT

The maximum assignment for Unit Members during an intersession is two (2) classes or ten (10) faculty units. Faculty may exceed the maximum with the approval of the ~~IMS~~ Immediate Management Supervisor. When intersession periods are non-overlapping, the ten (10) unit or two (2) class restriction shall apply separately to each instructional period. Neither the number of units nor the number of classes from the first non-overlapping instructional period shall be added to the second when determining maximum allowable load.

#### 10.54 SCHEDULING AND ROTATION

10.54.1 Unit Members shall be given first consideration for all intersession assignments in their departments/areas. An occasional exception may be granted, with department approval, to encourage an outstanding expert to teach a single course in an area of such person's expertise.

10.54.2 Each year, the The Immediate Management Supervisor shall distribute a form on which Unit Members may indicate the assignments they would be interested in assuming as an intersession assignment. Any such forms returned to the Immediate Management Supervisor shall serve as the basis for scheduling intersession assignments, subject to Management's right of assignment. Unit Members shall submit the Request Form to the IMS within seven (7) business days of receipt of the intersession class(es).

10.5.3—If necessary, intersession class assignments shall be rotated on a one-intersession basis among qualified Unit Members in the department/area. In any department/area where a rotational system is not already established, it will commence on the basis of seniority, with the Unit Member having the most seniority being given the first right of class assignment. Subsequent to the first class assignment, no Unit Member shall receive an additional class assignment until the remaining class assignments have been offered to the other members of the department/area in rotation.

10.54.34 The rotational system for intersession assignments shall be separate from rotational systems established for overload and involuntary assignments.

10.54.45 Each year, the Immediate Management Supervisor shall distribute a form on which Unit Members may indicate the assignments they would be interested in assuming as an intersession assignment. Any such forms returned to the Immediate Management Supervisor shall serve as the basis for scheduling intersession assignments. If a Unit Member entitled by rotation to an intersession class assignment declines the assignment or fails to respond to the assignment offer within five (5) business days, the class assignment shall be offered to the next Unit Member in the rotation, until the assignment has been filled.

10.5.6 Any areas of contention between Unit Members shall be decided, upon due consideration, by the IMS under the provisions of Articles 10 and 12.

10.5.7 A Unit Member shall have a five (5) day period ("day" defined in Article 24.2.2) within which to review the Unit Member's intersession schedule prior to the finalization of such schedule. During this five (5) day period, if requested by the Unit Member, the IMS shall consult with the Unit Member concerning the Unit Member's schedule. After the five (5) day review period, the Unit

Member's intersession schedule will be considered finalized.

#### 10.65 COMPENSATION

~~10.65.1~~ Unit Members who receive an teach-credit summer intersession assignment(s) shall be compensated according to this the Regular and Contract Faculty Summer Intersession Salary and Overload Salary Teaching Schedule (Appendix D). Unit Members who teach other credit intersession assignments shall be compensated according to the Regular and Contract Faculty Overload Teaching Salary Schedule (Appendix B).

10.6.1.1 Courses established as Extensive Laboratory shall be compensated at the lecture rate, all other laboratory courses shall be compensated at the laboratory rate according to the Regular and Contract Intersession Teaching Schedule (Appendix D).

~~10.5.2~~ Unit Members who teach noncredit summer intersession assignments shall be compensated at the laboratory rate according to the Regular and Contract Faculty Summer Intersession Teaching Salary Schedule (Appendix D). Unit Members who teach other noncredit intersession assignments shall be compensated at the laboratory rate according to the Regular and Contract Faculty Overload Teaching Salary Schedule (Appendix B).

~~10.65.23~~ Unit Members who perform nonteaching counselor and librarian intersession assignments shall be compensated at an hourly rate the laboratory rate according to the Regular and Contract Faculty Overload Nonteaching Salary Intersession Teaching Schedule (Appendix CD).

### ARTICLE 13 – LEAVES OF ABSENCE

ARTICLE 13 – LEAVES OF ABSENCE, shall remain unchanged except for the following amendment(s):

13.5.4 Sick Leave for Summer Intersession Assignments: A Unit Member shall receive sick leave credit for employment during the summer intersession not to exceed a cumulative total of two (2) days per academic year which will be added to the regular sick leave and allowed to accumulate for future years.

13.5.4.1 Sick leave for the summer intersession will be computed by multiplying the intersession assignment FTE by two (2) and rounding the result to the nearest half day.

13.5.4.2 In the event that the Unit Member meets no classes on a given day during the summer intersession because of illness, the leave charged shall be one (1) full day. In the event the Unit Member has two (2) or more classes in a given day during the summer intersession and is able to meet at least one (1) but not all because of illness, one-half day leave shall be charged.

### ARTICLE 14 - SABBATICAL LEAVES

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

#### 14.1 PURPOSE OF SABBATICAL LEAVE

The purpose of sabbatical leaves is to provide Unit Members with the opportunity to pursue educational activities which will enhance their professional growth and enrichment and contribute to the improvement of the instructional services and programs of the District. Sabbatical leaves may be granted for one of, or a combination of, the following activities:

#### 14.11 ASSIGNMENT DURING SABBATICAL LEAVE

Unit Members ~~shall not maintain, while on sabbatical leave,~~ shall not maintain any assignments or responsibilities within the District, for which the Unit Member would otherwise receive reassigned time except for work performed on behalf of the Association that does not receive reassigned time.

**ARTICLE 15 — TRANSFERS**

ARTICLE 15 - TRANSFERS, shall remain unchanged except for the following amendment(s):

15.1 DEFINITIONS

15.1.1 A transfer refers to any administrative or Board action that results in the movement of a Unit Member from the administrative jurisdiction of one college president to another or to another division within the same college.

15.1.2 A transfer may be requested by the faculty member (voluntary transfer) or initiated by the District (administrative transfer).

15.1.3 All Unit Members contracts are District contracts. Every reasonable effort shall be made to keep Unit Members in the division at the college where they were selected.

~~15.24~~ INVOLUNTARY ADMINISTRATIVE TRANSFER

15.2.1 An administrative transfer may be made by the Chancellor, based upon a recommendation from a college president and/or the Vice Chancellor of Human Resources, for one or more of the following reasons:

15.2.1.1 -Student needs;

15.2.1.2 Staffing needs;

15.2.1.3 Establishment or elimination of programs;

15.2.1.4 Compelling reasons of personal safety;

15.2.1.5 Nepotism;

15.2.1.6 Other legitimate business reasons.

15.2.2 Where an administrative transfer is deemed necessary, the Unit Member to be transferred shall be given written notice, including the basis for the transfer, no less than twenty (20) working days before the transfer is to occur.

15.2.3 The District shall provide written notice to the Association of the intent to administratively transfer a Unit Member, including the basis for the transfer, no less than twenty (20) working days before the transfer is to occur.

~~15.1.1 All Unit Members contracts are District contracts. Every reasonable effort shall be made to keep Unit Members in the division at the college where they were selected. However, under emergency or overstaffing circumstances, Unit Members may be transferred from one campus to the other or to another division at the same campus within the following District guidelines.~~

~~15.1.2 Where a transfer is necessary, the President or designee and Immediate Management Supervisors of the affected divisions shall inform the divisions at the earliest opportunity if an involuntary transfer due to emergency or overstaffing is to occur. Notification shall be in writing, signed by the President or designee and the Immediate Management Supervisors, and dated. The notification is to be forwarded to the District Office of Human Resources and the Association.~~

~~15.1.3 Where a transfer is to be made on the basis of over-staffing needs, the District will use data, such as FTES and FTEF, in making the decision. a base allocation of FTE and part-time units shall be made by the Immediate Management Supervisor for the overstaffed division. This base~~

allocation shall be included on the report to be forwarded to the District Office of Human Resources and the Association.

~~15.1.4~~ Conditions of Transfer

~~15.1.4.12.5~~ A Unit Member may be involuntarily administratively transferred only to a discipline/subject area for which the Unit Member is minimally qualified subject to the provisions of Article 26 of this Agreement. Every effort shall be made to make assignments compatible with the Unit Member's primary field of expertise.

~~15.1.4.2.6~~ In no case shall any involuntary-administrative transfer be punitive or disciplinary in nature.

~~15.1.4.3~~ Except by mutual written agreement, no Unit Member shall be involuntarily transferred to another campus/worksite if the Unit Member has been involuntarily transferred in the previous two (2) years.

~~15.1.4.42.7~~ Except by mutual written agreement, no Unit Member will be transferred to a position which results in the Unit Member fulfilling duties at more than one (1) campus on any one (1) day.

~~15.2.8~~ If a vacancy at the transferred Unit Member's previous work site occurs and the issues that gave rise to the administrative transfer have been resolved, the unit member may apply for a return to their previous work site.

~~15.1.4.5~~ At the time the division is notified of the need for an involuntary transfer, the Immediate Management Supervisor will ask if any permanent Unit Member wishes to assume the involuntary transfer. This does not make the transfer voluntary. If no Unit Member is willing to assume the assignment, the transfer will be made based on seniority, following a "last hired — first transferred" procedure.

~~15.1.4.6~~ When faculty schedule preference sheets are due or by the fourth week of the semester, whichever is earlier, the Immediate Management Supervisor shall inform the Unit Member who is to be involuntarily transferred.

~~15.1.5~~ Return Rights

~~15.1.5.1~~ If a retirement or resignation results in a full-time opening in the division from which a Unit Member was involuntarily transferred, the involuntarily transferred Unit Member shall have the right to return.

~~15.1.5.2~~ If the division from which a Unit Member was involuntarily transferred accumulates fifteen (15) units above the base allocation for two (2) consecutive semesters, exclusive of leaves, the involuntarily transferred Unit Member shall have the right to return.

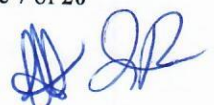
~~15.1.5.3~~ Where the provisions of section 15.5.1 or section 15.5.2 apply, the involuntarily transferred Unit Member shall be notified in writing not later than the fourth week of the semester by the President or designee and the Immediate Management Supervisor from the original worksite that he/she has the right to transfer back. If the Unit Member declines in writing or does not respond within thirty (30) calendar days, the Unit Member forfeits the right to return under this Article.

~~15.4.5.42.9~~ Upon return to the original worksite, scheduling shall be at the discretion of the Immediate Management Supervisor with respect to the returning Unit Member for the first semester. After that time, the returning Unit Member will be granted all seniority rights, including time spent at the other worksite, for scheduling and other purposes.

15.32 VOLUNTARY TRANSFER



- 15.32.1 A tenured Unit Member may request a voluntary transfer to another campus or to another division at the same campus. The request must be submitted in writing to the president of the campus to which the Unit Member is currently assigned. The request shall indicate the campus, division and department to which the Unit Member wishes to transfer.
- 15.32.2 Within thirty (30) working days or receipt of the Unit Member's request for transfer, the Vice Chancellor of Human Resources will provide a written response.
- 15.32.2.1 If the request to transfer is deemed feasible pursuant to section 15.2.3, the response will indicate the date, as determined by the District, on which the transfer may become effective if the request is subsequently approved pursuant to section 15.2.5.
- 15.32.2.2 If the request is denied, the response will cite the applicable subsection(s) under section 15.2.3. The District shall have no obligation to provide further explanation for the decision.
- 15.32.3 The Vice Chancellor of Human Resources, in consultation with the campus president(s), may deny the request based on an evaluation of the feasibility of the proposed transfer in consideration of the following:
- 15.32.3.1 the impact on the department to which the Unit Member is currently assigned;
- 15.32.3.2 the needs of the department to which the Unit Member wishes to transfer, including the ability to configure a full-time assignment and the Unit Member's qualifications.
- 15.32.3.3 budgetary, position control and other relevant administrative considerations.
- 15.32.4 If the request for transfer is denied pursuant to the provisions of section 15.2.3, the decision shall be final. However, denial of a request for transfer shall not prevent a Unit Member from applying for an advertised position.
- 15.32.5 If the request for transfer is deemed feasible pursuant to the provisions of section 15.2.3, then:
- 15.32.5.1 The Unit Member requesting the transfer will submit a letter of interest and a resume, and any other material the Unit Member deems relevant, to the dean of the division to which the Unit Member wishes to transfer.
- 15.32.5.2 The dean of the division to which the Unit Member wishes to transfer shall convene a committee consisting of the following:
- 15.32.5.2.1 three (3) tenured Unit Members selected by the department. Where a department does not consist of at least two (2) Unit Members, the selection of committee members pursuant to this section shall be determined by mutual agreement of the department and the dean.
- 15.32.5.2.2 the campus president or designee.
- 15.32.5.2.3 the division dean.
- 15.32.5.3 The committee shall review the letter of interest; resume and other documentation submitted by the Unit Member and may request additional materials. The committee will then conduct an interview of the Unit Member requesting the transfer. Prior to conducting the interview, the committee will submit a list of interview questions to the District Office of Human Resources for review.
- 15.32.5.4 ~~A majority vote of the committee will determine the outcome.~~ The committee shall make a recommendation to the President. The decision of the committee President shall be final.



15.32.6 A decision pursuant to section 15.2.4 or section 15.2.5.4 shall not be subject to appeal or grievance. In the event of a grievance action alleging a procedural violation of these provisions, the sole remedy to which a grievant may be entitled shall be a re-initiation of the process at the point where the procedural violation occurred. In the event of arbitration, the arbitrator may determine the procedural step at which the process shall be reinitiated, but shall be without power to grant a transfer.

15.32.7 A Unit Member may not submit a request for voluntary transfer more often than once in any academic year. Where a request for transfer is denied by campus committee pursuant to section 15.2.5.4, the Unit Member may not resubmit a request for voluntary transfer to the same department within the next three (3) academic years.

15.32.8 Any transfer of a Unit member pursuant to these provisions shall be permanent. Upon reassignment, the Unit Member shall forfeit any rights to the Unit Member's previous position.

15.32.9 The provisions of this article shall not apply to any request by a Unit Member for an alternative assignment within the division to which the Unit Member is currently assigned and shall not infringe upon managerial prerogative to make assignments within a division or area.

15.3.10 Human Resources will electronically notify Unit Members of tenure-track recruitments prior to any general advertising of the position(s).

### **ARTICLE 20 – SALARY PROVISIONS**

ARTICLE 20- SALARY PROVISIONS, shall remain unchanged except for the following amendment(s):

#### **SALARY ADJUSTMENT FOR THE 2024-2025 FISCAL YEAR\***

The Regular and Contract Faculty Salary Schedules will be increased by one and a half percent (1.50%) for 2024-2025, across the schedules, effective January 2025.

The Regular and Contract Faculty Overload Teaching schedule, and the Regular and Contract Faculty Intersession Teaching Salary Schedule, the Regular and Contract Hourly Faculty Overload Non-Teaching Schedule, and the Regular and Contract Faculty Overload Teaching Schedules will be merged into one schedule, Intersession and Overload Salary Schedule, effective Winter 2024. The attached new salary schedule represents approximately a fifteen (15%) percent increase.

Unit members will be provided a one-time payment in the amount of one thousand dollars (\$1,000) within sixty (60) days after ratification and Board approval.

#### **SALARY ADJUSTMENT FOR THE 2025-2026 FISCAL YEAR**

The Regular and Contract Faculty Salary Schedules will be increased by point two five percent (.25%) for 2025-2026, across the schedules, effective Fall 2025.

#### **SALARY ADJUSTMENT FOR THE 2026-2027 FISCAL YEAR**

The Regular and Contract Faculty Salary Schedules will be increased by point two five percent (.25%) for 2026-2027, across the schedules, effective Fall 2026.

#### **CONTINGENCY SALARY ADJUSTMENT FOR THE 2025-2026 and 2026-2027 FISCAL YEARS**

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

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 23.58% of the additional revenue in the form of a one-time payment at the end of the fiscal year using the State Chancellor's Office P2 available revenue received by the District in



fiscal year 2025-2026. The equivalent amount will be converted to a percentage increase which will be added to the 2026-2027 Regular and Contract Faculty Salary Schedules, effective Fall 2026.

See the attached formula calculation regarding the application of this contingency language.

If the District does not receive the fully funded apportionment revenue of \$262,433,892, then no additional compensation shall be paid for fiscal year 2025-2026.

The preceding contingency shall apply for fiscal year 2026-2027.

### **ARTICLE 21 – EMPLOYEE BENEFITS**

ARTICLE 21- EMPLOYEE BENEFITS, shall remain unchanged except for the following amendment(s):

#### **21.1 HOSPITALIZATION AND MEDICAL CARE PLAN**

21.1.1 The District is currently a participating agency in the CalPERS Hospital and Medical Care plan which allows eligible Unit Members to select from several plans for their hospitalization and medical care.

21.1.2 The District will pay the full cost of the employee-only premium for eligible Unit Members employed fifty (50) percent or more. ~~Effective January 1, 2023~~January 1, 2025, the District will contribute a maximum up to ~~\$11,359.32~~\$11,359.32 annually towards plus one dependent care medical premiums. ~~Effective January 1, 2023~~January 1, 2025, the District will contribute a maximum up to ~~\$13,590.00~~\$18,174.84 annually towards family plan medical premiums. Any additional premiums for dependent medical will be paid by the Unit Member by automatic payroll deductions in accordance with established District payroll procedure. This contribution is separate and distinct from the fringe benefit allowance.

If the Kaiser Other Southern California rate increases in excess of ~~\$8,494.00~~\$11,359.32 or ~~\$13,590.00~~\$18,174.84 effective ~~January 2023~~2026, the District will increase the District contribution for employee plus one dependent and family for the ~~2026~~2023 benefit year, not to exceed the ~~2022-2023~~2025-2026 funded COLA percentage.

If the Kaiser Other Southern California rate increases in excess of the January 2024 District contribution amounts effective January 2024, the District will increase the District contribution for employee plus one and family for the 2024 benefit year, not to exceed the ~~2023-2024~~2026-2027 funded COLA percentage.

21.1.3 An eligible Unit Member who elects not to participate in the District's hospitalization and medical care plan will receive an addition of three hundred (300) dollars to the annual discretionary fringe benefit allowance.

### **ARTICLE 22 – DISTANCE EDUCATION**

ARTICLE 22- DISTANCE EDUCATION, shall remain unchanged except for the following amendment(s):

~~22.1 "Distance Education" or "Distance education" is defined as any form, electronic or otherwise, of teaching and learning where the teacher and the student are not in the same room at the same time.~~

~~22.2 Unit Members may voluntarily assume distance education assignments, either as part of the regular contract workload, or as overload. Unit Members assigned to teach distance education courses shall receive the same load credit as if the course were taught in the traditional method. No form of extra remuneration, including reassigned time, shall be awarded in conjunction with the teaching of any distance education course.~~

~~22.3 At the discretion of the District and subject to funding availability, a Unit Member may be eligible for compensation on a one-time basis, for completion of approval 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 above, no stipend or reassigned time shall be awarded in conjunction with the development of any distance education course at this time.~~

~~22.4 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).~~

~~22.5 The Association or the District party may initiate negotiations at any time on the issue of distance education.~~

22.1 Definition: For the purpose of this Article:

22.1.1 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.

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

22.1.3 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.

22.2 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.

22.3 Responsibilities of Faculty Assigned to Distance education Classes:

22.3.1 "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.

22.3.2 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.

22.3.2.1 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.

22.3.3 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.



22.3.3.1 Each instructor teaching a Distance education course (100% online or hybrid) is required to have the same amount of regular and substantive instructional hours as an in-person/on-campus course.

22.4 Assignment, Workload, and Use of Developed Materials:

22.4.1 Voluntary: Unit Members may voluntarily assume distance education assignments, either as part of regular contract load or overload.

22.4.2 Approval: Assignments of distance education courses must be approved and assigned by the Immediate Management Supervisor in collaboration with the Unit Member. Management retains the right to determine Distance Education offerings based on student needs. Only online-certified faculty may be assigned to Distance Education courses.

22.4.3 Unit Members assigned to teach distance education courses shall receive the same load credit as if the course were taught in the traditional method, i.e., on campus/in person.

22.4.3.1 Per Article 29.1.2, online sections of an approved extended lab course shall receive the load credit of a non-extended lab course; the online portion of a hybrid lab course approved as an extended lab course shall be compensated at the non-extended lab rate.

22.4.3.2 No form of extra remuneration, including reassigned time, shall be awarded in conjunction with the teaching of any distance education course.

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

22.5.1 No stipend or reassigned time shall be awarded in conjunction with the development of any distance education course except as provided in the OER/ZTC and POOR MOU.

22.6 Dropping Students: Distance Education faculty 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. Twenty percent (20%) (i.e., in-class and replaced seat time) represents 3.6 weeks in an 18-week course, 3.2 weeks in a 16-week course, 1.6 weeks in an 8-week course, and 1.2 weeks in a 6-week course.

22.7 Maximum Distance Education Workload:

22.7.1 Instructional faculty who are scheduled to teach 60% - 79% in the distance education modality will be required to be on campus a minimum of two days a week.

22.7.2 Instructional Faculty who are scheduled to teach 80% or more in Distance Education (DE) Modalities, as recorded on their Staff Assignment Sheet (SAS), are required to be on campus a minimum of one day each week per semester as indicated on their SAS.

22.7.3 Librarian faculty are required to be on campus a minimum of two days per week and sixteen (16) hours per week.

22.7.4 Counseling faculty may schedule up to sixty percent (60%) of their required annual workload remotely. Counselor's schedules will meet student demands and comply with the collective bargaining agreement Scheduling Article 4 and Counselor Workload Article 6. The total annual hours stated in Article 6 shall remain 1,245 hours annually.

22.7.5 Overload: Unit members may elect to teach distance education courses as overload in accordance with the provisions of Article 8-Overload Assignments.

22.7.6 Virtual Office Hours: Virtual office hours may be held in proportion to the instructor's distance education load so long as the proportionate office hour is conducted in a synchronous mode. The establishment of virtual office hours shall be communicated to the division offices, by the first day of the first week of a primary term and to students by the first day of instruction via the course syllabus.

22.8 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.

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

22.9.1 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 17 and 18.

22.9.2 All faculty teaching a distance education course shall be evaluated in at least one distance education course during their normal evaluation cycle.

22.9.3 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.

22.9.4 Frequency of evaluation shall adhere to Articles 17.3 and 18.2.

22.9.5 Distance education Course evaluations shall include the following:

22.9.5.1 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 24 hours within 5 consecutive working days. Access level to the LMS for the evaluator shall be at least the same level as the Unit Member.

22.9.5.2 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.

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

22.9.5.4 Maximize the use of technology tools and resources to improve the quality of enhance the online-instruction learning experience.

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

22.10 Evaluation Report

22.10.1 Evaluation Report shall be conducted in accordance with Articles 17.7.4 and 18.5.4 of the CBA.

22.11 Student Surveys of Online Courses

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

## ARTICLE 24 – GRIEVANCES

ARTICLE 24- GRIEVANCES, shall remain unchanged except for the following amendment(s):

24.1 PURPOSE

It is the intent of the District and the Association to promote and improve their relationship by encouraging the prompt resolution of all 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 such problems that arise from this Agreement can be resolved in an expeditious, amicable, and decisive manner.

24.2 DEFINITIONS

24.2.1 "Association Grievance Representative" means a designated Association representative, appointed for the purpose of assisting Unit Members with the processing of the grievances.

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

24.2.3 "Grievance" means a complaint by a Unit Member or the Association alleging a violation, misinterpretation, or misapplication, by the District or its representatives, of a provision of this Agreement, District policy, practice or procedure. A grievance may include an alleged violation of procedures in relation to evaluation of an employee, but may not include inquiry into the substantive findings of the employer contained in such an evaluation.

24.2.4 "Grievant" means a Unit Member or group of Unit Members, or the Association, making such a complaint.

24.2.5 "Immediate Management Supervisor" means the first level academic administrator to whom a Unit Member reports.

24.2.6 "Party in Interest" means any person or persons who might be required to take action or against whom action might be taken in order to resolve a grievance, and shall include the appropriate Association and District-designated representatives.

24.2.7 "Respondent" means an administrative employee to whom a grievance is directed, either initially, or on appeal.

24.3 GENERAL PROVISIONS

24.3.1 Time and Place of Meetings

Any meetings or hearings necessary to administer this procedure shall be conducted at a time and place which will afford all appropriate Parties in Interest a reasonable opportunity to attend.

24.3.2 Designated Representatives

During any step of the grievance process including arbitration, a Grievant shall be entitled to Association representation at all grievance meetings conducted pursuant to the provisions of this Article. A Grievant shall also be entitled to represent himself/herself, but may not be represented by any other person than an Association representative(s), unless authorized by the Association. The District may be represented by any person(s) or agent(s) designated by the District to act on its behalf.

24.3.3 Notification Process

24.3.3.1 Notification to Grievant

Notification of a grievance decision or a grievance appeal decision by the District to the Grievant shall be by email personal delivery or by certified mail to the Grievant's current mailing address as reflected in the District's records.

24.3.3.2 Notification to Association

Notification of a grievance decision or a grievance appeal decision by the District to the Association shall be by ~~email, personal delivery or by intradistrict mail in a sealed envelope marked "confidential" to the Association Grievance Representative or by telephone call allowing the Association Grievance Representative to collect the notice in person.~~

24.3.3.3 Notification to the District

Filing of a grievance or grievance appeal by a grievant or by the Association, or filing of notice by the Association of its intent to proceed to arbitration, shall be by ~~email, personal delivery or by certified mail~~ to the Vice Chancellor of Human Resources.

24.3.4 Time Limits

24.3.4.1 All grievances must be processed within a reasonable time not to exceed the time limits specified at each step of the Grievance Procedure. Any time limits specified in this procedure may be modified by mutual written agreement between the Vice Chancellor Human Resources or designee and the Association.

24.3.4.2 ~~Failure of the Grievant, at any step of the procedure, to take any required action within the prescribed time limits shall be deemed to be an acceptance of the decision rendered at that step. A Grievant who fails to act within the prescribed time limits stated in this Article may not proceed any further in the grievance process.~~

24.3.4.3 ~~Failure of the district, at any step of the procedure, to take any required action within the prescribed time limits shall constitute a judgment in favor of the Grievant. The failure of the District to provide a decision within the time limits in this Article shall permit the Grievant to proceed to the next step.~~

24.3.5 Information and Evidence

24.3.5.1 All data, records, information, and identification of parties necessary to the processing of a grievance shall be made available to the appropriate Parties in Interest in an expeditious and timely manner. All documents, communications and records dealing with the processing of a grievance which are not properly part of any personnel file shall be maintained in a separate grievance file and shall not become part of the personnel file of any Unit Member during the grievance process.

24.3.5.2 No person involved in resolving a grievance shall consider any written materials other than those submitted and made available to both the Grievant and the District as part of the grievance procedure.

24.3.6 Fees and Expenses

The parties shall bear their own costs and expenses, except for the following:

24.3.6.1 The cost for the services of the arbitrator and the court reporter, including but not limited to, per diem expenses, travel and subsistence expenses, and the cost of any off-site hearing room, shall be shared equally by the District and the Association.

24.3.6.2 The cost of obtaining a transcript shall be shared equally by both parties if a transcript is requested by the arbitrator. Otherwise the cost shall be paid by the party requesting the transcript.

~~24.3.6.3 The Grievant shall have reasonable access to clerical and secretarial services under authorization of the appropriate supervisor.~~

#### 24.3.7 Grievance Forms

The Grievance Form, Grievance Appeal Form, and the Grievance Arbitration Appeal form are located in Appendix J.

#### 24.3.8 Informal Resolution

Prior to filing a grievance, a Grievant may attempt to resolve the issue with the appropriate respondent. However, this does not extend the prescribed time limitation for filing a grievance as set forth below.

### 24.4 PROCEDURES

#### 24.4.1 Level of Initiation

24.4.1.1 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.

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

24.4.1.3 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 Resources as respondent.

#### 24.4.2 Initial Filing of Grievance

24.4.2.1 A grievance may be filed on any day, as defined in section 24.2.2 of this Agreement, and may refer to violations which are alleged to have occurred on a duty day, or on days other than duty days.

24.4.2.2 Where a grievance is initiated after the fourteenth (14<sup>th</sup>) week of a semester or is initiated during any intersession, the obligations of the parties with respect to the processing of the grievance shall be suspended, and the specified time limits governing the grievance procedure shall begin to run as of the first day of the next regular semester/term, unless the parties agree otherwise in writing.

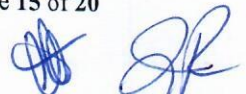
24.4.2.3 Except with respect to a grievance arising in conjunction with the application of the provisions of Article 17 of this Agreement as provided below, within forty (40) days from the time the Grievant knew, or by reasonable diligence should have known, of the event or condition giving rise to the grievance, the Grievant shall file a grievance by submitting a completed Grievance Form (Appendix J.1) to the Vice Chancellor of Human Resources.

Any grievance arising in conjunction with the application of the provisions of Article 17 of this Agreement shall be filed within ten (10) days from the time the Grievant knew, or by reasonable diligence should have known, of the event or condition giving rise to the grievance, by submitting a completed Grievance Form (Appendix J.1) to the Vice Chancellor of Human Resources.

A grievance shall not be valid for consideration unless it is submitted in ~~writing~~wiring-on the prescribed grievance form and contains the following information:

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

24.4.2.3.2 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;


- 24.4.2.3.3 the specific action(s) requested of the District which will remedy the grievance.
- 24.4.2.4 Within three (3) days after receipt of the Grievance Form, the Vice Chancellor of Human Resources shall email forward a copy of the grievance to the Association only if the grievance is not filed by the Association.
- 24.4.2.5 Within ten (10) days after receipt of the completed Grievance Form, if requested by the Grievant on the Grievance Form, the Vice Chancellor of Human Resources or designee will contact the Grievant or the Grievant's designated representative to schedule a meeting in an effort to resolve the grievance.
- 24.4.2.6 Within ten (10) days after the meeting as specified in section 24.4.2.5 or within ten (10) 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 Association with a written decision regarding the grievance, including an explanation of the reasons therefore. The written decision shall be made upon the Grievance Form.
- 24.4.2.7 Within ten (10) days after receipt of 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.

#### 24.4.3 Appeal

- 24.4.3.1 Except in the case of a request for arbitration, an appeal to the next level must be filed, 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 (Appendix J.2) which shall include as attachments complete copies of all processed grievance forms and other documents of an evidentiary nature. A grievance appeal shall not be valid for consideration unless it is submitted in writing on the prescribed grievance appeal form.
- 24.4.3.2 Within ten (10) days after receipt of the completed Grievance Appeal Form, the respondent or designee shall provide the Grievant and the Association with a written decision regarding the grievance, including an explanation of the reasons therefore.
- 24.4.3.3 Where a grievance has been processed at Level Three and the Grievant is not satisfied with the disposition of the grievance, the Grievant may request the Association to submit the grievance to arbitration by completing the Grievance Arbitration Appeal form (Appendix J.3). The decision to proceed to arbitration shall be at the discretion of the Association.

#### 24.5 ARBITRATION

- 24.5.1 ~~If the Association decides to proceed to arbitration, it shall, within twenty (20) days of receipt after receipt of the written decision of the District in response to a grievance that has been processed at Level Three, notify the Vice Chancellor of Human Resources in writing. In the event the grievance is not resolved at Level III, should the Association choose to submit the grievance to binding arbitration, it shall notify the Vice Chancellor of Human Resources of such decision within twenty (20) days of the District's Level Three response.~~
- 24.5.2 ~~Within ten (10) days after receipt by the District of the Association's notification of intent to proceed to arbitration, the District and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. The District, within ten (10) days of the request, shall request the State Mediation and Conciliation Service to supply a list of five (5) names of persons experienced in hearing grievances in community colleges. The Association~~





and the District shall attempt to agree on an arbitrator from this list within five (5) days upon its receipt. If no agreement can be reached, each party shall alternately strike a name until only one name remains. The remaining panel member shall be the binding arbitrator. The order of striking shall be determined by lot.

~~24.5.3~~ If the District and the Association cannot mutually agree upon the selection of an arbitrator within the specified period of time, the District and the Association shall each submit five (5) names of persons experienced in hearing grievances involving public schools within ten (10) days. 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 lot.

~~24.5.34~~ 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 Association 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 Association.

~~24.5.45~~ The arbitration hearing shall be private. Attendance shall be limited to the parties to the grievance and their representatives. Witnesses shall attend only while testifying.

~~24.5.56~~ If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator and shall first be decided by the arbitrator before consideration of the merits of the grievance.

~~24.5.67~~ The arbitrator shall hear evidence and render a decision on the issue(s) submitted. If the parties cannot agree upon the issue(s), the arbitrator shall determine the issue(s) by referring to the written grievance and the answers thereto at each step.

~~24.5.778~~ After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator will render a decision. The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions of the issue submitted. The arbitrator will be without power of authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of the Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as are consistent with the Agreement.

~~24.5.889~~ The arbitrator shall have no power to add to, subtract from, disregard, or modify the terms of this Agreement. The arbitrator shall be restricted from making a recommendation that is not based on a violation or inequitable application of the Agreement. The decision of the arbitrator will be submitted to the Association and to the District and will be final and binding upon the parties.

#### 24.6 EXPEDITED ARBITRATION

By mutual agreement of the District and the Association, the arbitration may be held under the Expedited Rules of the American Arbitration Association. Notice of such option shall accompany the Demand for Arbitration.

#### 24.7 CONSOLIDATION OF GRIEVANCES IN ARBITRATION

By mutual agreement of the District and the Association, 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.

#### 24.8 NO REPRISALS

No reprisals of any kind will be taken by the Chancellor or by any member or representative of the administration or the Board against any aggrieved party, any Party in Interest, any

member of the Association or any other participant in the grievance procedure by reason of such participation.

### ARTICLE 29- EXTENSIVE LABS

ARTICLE 29 – EXTENSIVE LABS, shall remain unchanged except for the following amendment(s):

#### 29.1 EXTENSIVE LABORATORY AGREEMENT

- 29.1.1 Laboratory courses are established as “extensive” through the approval process outlined in this Article and the Extensive Laboratory Application, Definition Criteria, Classification Rubric, and Classification Checklist found in Appendix L.
- 29.1.2 The required modes of instruction for an Extensive Laboratory shall be “in-person/on campus” or “hybrid”. The compensation for an “in-person/on campus” laboratory shall be 1 to 1. The compensation for a “hybrid” laboratory be shall compensated at 1 to 1 for the portion of the lab taught “in-person/on campus”.
- 29.1.23 The laboratory hour for all courses established as Extensive Laboratory shall be compensated at 1 to 1 or 100% of a lecture hour.
- 29.1.34 All lab units/hours for Extensive Laboratory courses must be in compliance with current regulations and laws outlined in the Program and Course Approval Handbook (PCAH).
- 29.1.5 The implementation of approved Extensive Laboratory courses shall be effective ~~Fall 2023~~ the Fall semester that follows the course being established as an Extensive Laboratory course.
- 29.1.56 The status of an Extensive Laboratory may be established or amended only with the approval of the Extensive Laboratory Committee (ELC).

#### 29.2 EXTENSIVE LABORATORY COMMITTEE

- 29.2.1 The District Extensive Laboratory Committee, will be established to implement the recommended procedures and guidelines. The purpose of the ELC is as follows:
  - 29.2.1.1 Uphold the criteria and guidelines to identify extensive laboratory courses that qualify under the definitions.
  - 29.2.1.2 Solicit applications from departments.
  - 29.2.1.3 Review and evaluation applications
  - 29.2.1.4 Application approval or denial will be conducted based on consensus; majority vote will prevail.
  - 29.2.1.5 Report extensive laboratory approvals to the appropriate groups to ensure implementation.
- 29.2.2 The District ELC shall consist of five (5) tenured Unit Members and three (3) management team members for a total of eight (8) members as follows:
  - 29.2.2.1 One (1) tenured Unit Member from each campus (Cypress College and Fullerton College) appointed by each campus Faculty/Academic Senate.
  - 29.2.2.2 One (1) tenured Unit Member from each campus (Cypress College and Fullerton College) appointed by each Curriculum Committee.
  - 29.2.2.3 One (1) tenured Unit Member appointed by United Faculty.



- 29.2.2.4 One (1) management team member from each campus and District Services (Cypress College, Fullerton College, and District Services).
- 29.2.2.5 Committee members shall be appointed for a two-year term and may be reappointed to serve additional terms.
- 29.2.2.6 The committee will appoint a chair from the faculty Unit Members.

29.3 TIMELINE

- 29.3.1 Before the end of the Spring semester, the ELC chair will inform each campus (Cypress College and Fullerton College) of the ELC scope and function relating to extensive laboratory evaluation and issue an invitation to departments with laboratory assignments to prepare applications and supporting documents that seek to apply for EL classification.
- 29.3.2 Unit Members/departments that wish to have the ELC consider designating one or more of their laboratory courses as EL with have until ~~September~~ October 01 of each academic year to submit the applications and supporting documents.
- 29.3.3 The ELC will meet the first week of ~~September~~ October each academic year to establish dates and deadlines for the review and approval process. These shall include meeting dates, deliberations, and deadlines for revisions, resubmissions, and final approvals.
- 29.3.4 Submitting Unit Members may be contacted by the ELC to meet with the committee to review the application and course materials if further clarifications are needed.
- 29.3.5 Before the end of each Fall semester, the ELC chair will provide to the District and UF the Extensive Laboratory designated course list.
- 29.3.5 The District will post a link to the Extensive Laboratory designated course list on the District webpage under the UF Union Contract link annually on or before February 01.

ARTICLE 30 – EMERGENCIES

ARTICLE 30 – EMERGENCIES, shall remain unchanged except for the following amendment(s):

- 30.1 California Government Code Section 3100 provides that all public employees are hereby declared to be disaster service workers subject to such disaster service activities as may be assigned by their immediate management supervisor or other administrators during a disaster.
- 30.2 The Association recognizes that an emergency may be declared by the District.
- 30.3 The Association recognizes that the District retains its rights to amend, modify, or rescind policies and practices referred to in this collective bargaining agreement or other agreements including memorandums of understanding, in case of a declared emergency.
- 30.4 Emergency Types
  - 30.4.1 Disaster: a sudden, calamitous event bringing damage, loss, or destruction to all or a portion of the District. Such as: earthquakes, fires, floods, hazardous material, health epidemics.
  - 30.4.2 Crisis: an unstable or crucial situation in which a decisive change, with a distinct possibility of a highly undesirable outcome, is impending. Such as: shootings, hostage situation, terrorist attack, civil disobedience, bomb threats, arson.
- 30.5 In the event of a District declared emergency, unit members shall perform services onsite or remotely through the District Learning Management System (LMS), as directed by their Immediate Management Supervisor or other Administrators.

30.6 When the District orders a campus or any part of the District closure of three (3) working days or fewer in response to an emergency, unit members evacuated will not suffer a loss of pay or benefits during the period of such evacuation. Unit members shall remain available for return to work after the situation is resolved and clearance is issued by the District.

30.7 Unit members shall participate in District provided emergency trainings and drills.

30.8 In extended emergency situations, the District, in consultation with the Association, will may request to meet and negotiate the impact on wages, hours, and working conditions to establish safety protocols related to the return to work.

**TENURE REVIEW TIMELINE**

Tenure Review Evaluation Timeline to be included in Appendix H of the CBA.

NORTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT  
Vice Chancellor Human Resources



Date: 10/02/2024

UNITED FACULTY/CCA/CTA/NEA



Jeremy Peters - UF Lead Negotiator

Date: 10/02/2024

CONFIDENTIAL DISTRICT PROPOSAL TO MEDIATOR  
OCTOBER 2, 2024

**INTERSESSION & OVERLOAD SALARY SCHEDULE**

CREDIT REGULAR AND CONTRACT INTERSESSION AND OVERLOAD TEACHING SCHEDULE										
LECTURE RATE										
STEP	Class B		Class C		Class D		Class E		Class F	
	Unit Rate	Hrly Rate	Unit Rate	Hrly Rate	Unit Rate	Hrly Rate	Unit Rate	Hrly Rate	Unit Rate	Hrly Rate
1 - 12	1,666.98	95.26	1,666.98	95.26	1,746.42	99.80	1,746.42	99.80	1,829.19	104.52
13	1,666.98	95.26	1,679.03	95.94	1,746.42	99.80	1,780.89	101.76	1,853.62	105.92
17	-	-	1,728.92	98.80	1,780.89	101.76	1,832.85	104.73	1,905.56	108.89
22	-	-	-	-	1,855.67	106.04	1,907.62	109.01	1,976.19	112.93
27	1,679.03	95.94	1,780.89	101.76	1,907.62	109.01	1,959.58	111.98	2,030.22	116.01

NONEXTENSIVE LABORATORY RATE										
PAID AT 75% OF UNIT/HOURLY LECTURE RATE										
STEP	Class B		Class C		Class D		Class E		Class F	
	Unit Rate	Hrly Rate	Unit Rate	Hrly Rate	Unit Rate	Hrly Rate	Unit Rate	Hrly Rate	Unit Rate	Hrly Rate
1 - 12	1,250.24	71.44	1,250.24	71.44	1,309.82	74.85	1,309.82	74.85	1,371.89	78.39
13	1,250.24	71.44	1,259.28	71.96	1,309.82	74.85	1,335.67	76.32	1,390.21	79.44
17	-	-	1,296.69	74.10	1,335.67	76.32	1,374.64	78.55	1,429.17	81.67
22	-	-	-	-	1,391.76	79.53	1,430.72	81.76	1,482.15	84.69
27	1,259.28	71.96	1,335.67	76.32	1,430.72	81.76	1,469.68	83.98	1,522.67	87.01

CREDIT REGULAR AND CONTRACT INTERSESSION AND OVERLOAD NONTTEACHING SCHEDULE					
Step	Class B	Class C	Class D	Class E	Class F
	Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate
01	56.18	58.97	61.76	64.54	68.42
02	58.97	61.76	64.54	67.33	71.21
03	61.76	64.54	67.33	70.12	73.99
04	64.54	67.33	70.12	72.90	76.78
05	67.33	70.12	72.90	75.70	79.56
06	70.12	72.90	75.70	78.48	82.35
07	72.90	75.70	78.48	81.26	85.14
08	75.70	78.48	81.26	84.05	87.93
09	78.48	81.26	84.05	86.84	90.72
10	81.26	84.05	86.84	89.63	93.50
11	84.05	86.84	89.63	92.42	96.29
12	86.84	89.63	92.42	95.20	99.07
13	89.63	92.42	95.20	97.99	101.86
17	<del>0.00</del>	95.20	97.99	100.77	104.65
22	<del>0.00</del>	<del>0.00</del>	100.77	103.56	107.44
27	92.42	97.99	103.56	106.35	110.22

NON-CREDIT REGULAR AND CONTRACT INTERSESSION AND OVERLOAD TEACHING SCHEDULE						
Lecture Laboratory	Class B and Class C		Class D and Class E		Class F	
	Unit Rate	Hrly Rate	Unit Rate	Hrly Rate	Unit Rate	Hrly Rate
Lecture	1,644.12	93.95	1,722.46	98.43	1,804.10	103.09
Laboratory	1,315.32	75.16	1,377.87	78.74	1,443.27	82.47

# Appendix

	<b>2023-2024</b>
	<b>Actual Expense*</b>
Academic Management Salaries	\$ 13,018,357.00
Full-Time Faculty Salaries	75,006,898.00
Part-Time Faculty Salaries	44,377,347.00
Classified Management Salaries	12,974,265.00
Classified Staff Salaries	60,611,703.00
Confidential Staff Salaries	1,685,940.00
<b>Total</b>	<b>\$ 207,674,510.00</b>
Total Expenditures	\$ 364,504,518.00
Salaries as a Percentage of Total Expenditures	<b>56.97%</b>

	<b>2024-2025</b>	<b>% of</b>	<b>Portionate Share of</b>
	<b>Budgeted Salaries**</b>	<b>Budgeted Salaries</b>	<b>Revenues in Excess of</b>
			<b>\$262,433,892</b>
Full-Time Faculty	\$ 72,061,484.27	41.37%	23.57%
Classified	48,651,709.43	27.93%	15.91%
Management	17,483,115.23	10.04%	5.72%
Executives	2,242,154.08	1.29%	0.73%
Confidential	1,706,034.15	0.98%	0.56%
Adjunct Faculty	32,058,105.00	18.40%	10.48%
<b>Total</b>	<b>\$ 174,202,602.16</b>	<b>100.00%</b>	<b>56.97%</b>

\* 2024-2025 Proposed Budget and Financial Report, page 41.

\*\* 2024-2025 Proposed Budget and Financial Report, page 202.

### Calculation Example

Base (Hold Harmless)	\$ 262,433,892.00	
P2 Available Revenue	272,798,237.00	<i>&lt;--this becomes new base in 2026-2027</i>
Revenue in Excess	\$ 10,364,345.00	

Salaries as a Percentage of Total Expenditures	56.97%
Revenue in Excess available for employee groups	\$ 5,905,030.43

	<b>Portionate Share of</b>	<b>One-Time Payment</b>	<b>Increase to Salary</b>
	<b>Revenues in Excess of</b>		<b>Schedule</b>
	<b>\$262,433,892</b>		
Full-Time Faculty	23.57%	\$ 2,442,703.22	3.39%
Other Employee Groups	33.41%	3,462,327.21	
	<b>56.97%</b>	<b>\$ 5,905,030.43</b>	

One-Time Payment	\$ 2,442,703.22	
Number of Faculty***	560.00	
One-Time Payment for each Faculty	\$ 4,361.97	<i>example</i>

\*\*\* 2024-2025 Proposed Budget and Financial Report, page 199.