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PREAMBLE

This **AGREEMENT** is made and entered into this 7th day of September, 2005, by and between the **COAST COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as the District, and the **COAST COMMUNITY COLLEGE ASSOCIATION - CALIFORNIA TEACHERS ASSOCIATION/NATIONAL EDUCATION ASSOCIATION**, hereinafter referred to as the Association. Per an agreement reached on March 5, 2008, this Contract has been updated and extended through June 30, 2010.

If there is any conflict between any specific provision(s) of this Agreement and District policies, past practices, or rules, the specific provision(s) of this Agreement shall prevail.

ARTICLE I. RECOGNITION.

Section 1. The District recognizes Coast Community College Association-California Teachers Association/National Education Association as the sole and exclusive representative for all Adjunct Faculty Members, as defined in the certification document on file with the Public Employment Relations Board of the State of California, dated May 25, 1979, in Case No. LA-R-794B. Excluded are all other employees of the District, including all Faculty Members employed for fifty percent (50%) or more of a defined full-time load, all management, supervisory, and confidential employees, and all other employees who hold positions not requiring certification qualifications.

ARTICLE II. DEFINITIONS.

Section 1. "Unit Member" shall mean all counselors, instructors and librarians covered by this Agreement.

Section 2. "Administrator" shall mean a management and/or supervisory employee of the District.

Section 3. "Association" shall mean the Coast Community College Association-California Teachers Association/National Education Association.

Section 4. "Board" shall mean the Board of Trustees of the Coast Community College District.

Section 5. "Chancellor" shall mean the Chancellor of the Coast Community College District.

Section 6. "College" shall mean Orange Coast College, Golden West College, and Coastline Community College, together or separately.

Section 7. A "day" is any day in which the central administrative office of the District is open for business, excepting any "day" during winter, spring, and summer recess of the individual college.

Section 8. "District" shall mean the Coast Community College District.

Section 9. "Education Code" shall mean the Education Code of the State of California as it may be amended from time to time.

Section 10. "Parties" shall mean the District and the Association.

ARTICLE III. MANAGEMENT RIGHTS

Management Rights. The District reserves without limitation all of the rights, authority, duties and responsibilities conferred upon it and vested in it by the laws and the Constitution of the State of California, including all rights and prerogatives it had or exercised prior to the execution of this contract, to direct, manage, and control the affairs of the District, except as they may be expressly and specifically limited by the provisions of this Agreement.

ARTICLE IV. ASSOCIATION RIGHTS.

Section 1. Association

(a) **Right of Access.** Appropriate authorized representatives of the Association, be they CTA staff persons or Unit Members, shall be permitted on teaching sites during District business hours provided the conduct of Association business does not interfere with the performance of any Unit Member's duties.

(b) **Association Office.** The Association will be provided office space by the District. The same furniture provided the faculty office and telephone service will be provided. The Association will pay for toll calls made from the office telephones.

Section 2. Bulletin Boards

The District shall provide bulletin board space for the use of the Association at the District Office, at Golden West and Orange Coast Colleges and, in the case of Coastline Community College, at the College Center and all the Area offices. Such bulletin board space shall be centrally located in areas frequented by Unit Members. The Association will be responsible for keeping materials updated. Any notice posted shall be signed and dated by an appropriate officer of the Association. A copy shall be submitted to the Vice Chancellor for Human Resources.

Section 3. Board Minutes and Agenda

(a) The District will furnish the Association with a copy of the minutes of the Board meetings and with a copy of the agenda for Board meetings, along with the supporting documents submitted to the Board with such agenda, except for supporting documents of a confidential and/or privileged nature. The copy of the minutes, agenda, and supporting documents, as stated above, shall be available at the District Office at the same time and in the same form as those furnished to the Board of Trustees.

(b) The District agrees to provide the above materials at no cost to the Association. Additional copies, when requested, may be obtained from the District. Payment in accordance with Board policy will be made at the time the materials are picked up.

Section 4. Budgetary Information

The District agrees to furnish the Association with one (1) copy of the tentative budget, one (1) copy of the publication budget, and one (1) copy of the adopted budget at the time that these budgets are received and/or approved by the Board. The District further agrees to make available for Association perusal appropriate monthly reports which indicate the status of the various budget number accounts.

Section 5. Duplication of Association Newsletter

The District agrees that the Instructional Materials Center (IMC) at Coastline Community College will duplicate the Association newsletter. The Association agrees that it will reimburse the IMC on the same basis as any other customer, and that no more than four (4) two-page newsletters will be requested during any fall or spring semester. No newsletter will be duplicated in the IMC during the summer session. The Association will adhere to all schedules and deadlines set by the Instructional Materials Center in the same manner as any other user of the service.

Section 6. Distribution of Association Newsletter

At the beginning of each semester, the District agrees to place a copy of the Association Newsletter, provided by the Association, in the Unit Member's mailboxes.

Section 7. Rosters

(a) At the request of the Association, not to exceed once each semester, the District agrees to provide the Association with names, home addresses, phone numbers, of unit members, and primary teaching locations and Load Unit. The phone number will not be provided for any Unit Member who has filed the appropriate notification with the District.

(b) As early as reasonable, each semester one set of labels for Unit Members which identifies the primary teaching locations will be provided to the Association.

Section 8. Miscellaneous Compensation

The Association shall be granted 200 hours per year at the prevailing miscellaneous instruction rate to perform official representational duties, or \$15,000 per semester whichever is greater. Such time shall not be used for strikes, work stoppages, work slowdowns, political lobbying or any other purposes which are contrary to District policy or practice. Requests for such time must be forwarded through the President of the Association to the Vice Chancellor for Human Resources for action.

Section 9. Time on Faculty Meeting Agendas

A spokesperson for the Association shall be provided time consistent with other speakers on the agenda for faculty meetings in which general business is conducted or orientation information is provided, called by the College President for Unit Members at the beginning of each semester. The Association must be notified of the time and place of such meetings so the spokesperson may be identified by the President of the Association and the Colleges made aware of such requests in sufficient time to include the name of the person on the printed agenda, if provided for the faculty meeting(s).

Section 10. Unit Stability

(a) The Association may present to the Vice Chancellor for Human Resources, at any time during the term of this Agreement, a proposal to better facilitate utilization of the Unit Member. In order to complete said proposal, the Association will be given reasonable access to nonconfidential information needed to complete the proposal. All requests for information or access shall be requested from, and cleared through, the Vice Chancellor for Human Resources.

(b) The Vice Chancellor for Human Resources and the Coast CCA President shall meet on a regular basis, no less than twice a semester, to discuss matters that are subject to collective bargaining and that will further the educational goals of the District.

Section 11. Consultation

(a) The District and the Association recognize the Association's right to consult on certain matters as outlined in the Educational Employment Relations Act. The Association shall appoint a committee of not more than three (3) members which will be available to consult with the District as required. This committee will be the sole body representing the Association with regard to consultation on these matters.

(b) The various College curriculum committees shall provide a copy of their minutes to the Association as soon as they are available for distribution. Said minutes shall be furnished to the Association President in care of the Association Office.

Section 12. Parking

(a) The District agrees to make available to the Association one (1) staff parking decal each semester, including summer.

(b) The District agrees, at each site where there are District-owned parking facilities, to reserve for the use of the staff (including Unit Members) certain selected blocks of parking spaces between the hours of 5 p.m. and 10 p.m.

(c) Each Unit Member will be provided one (1) staff parking permit in accordance with Board policy adopted on February 20, 1985. Parking privileges will be Districtwide.

Section 13. Mailboxes

The District shall furnish mailboxes for each Unit Member at Golden West College and Orange Coast College, and for Unit Members at Coastline Community College assigned to an area center. Every reasonable effort will be made to furnish mailboxes to all Unit Members. The Association will make every reasonable effort to provide the Vice Chancellor for Human Resources with a copy of any generally distributed Association communication, which is placed in Unit Members mailboxes.

ARTICLE V. ACADEMIC FREEDOM AND RESPONSIBILITY

Section 1. Recognizing that free search for truth and the expression of diverse opinions are essential to a democratic society, both the District and the Association will encourage and protect academic freedom and responsibility.

Section 2. A Unit Member shall not be subject to any adverse action affecting the Unit Member's employment status with the District.

(a) For exercising freedom to examine or endorse unpopular or controversial ideas appropriate to course content, discussions with students, or academic research or publication, nonetheless, the Unit Member shall attempt to be accurate, objective and show respect for the opinions of others;

(b) For selection or recommending the selection of instructional materials for courses which may contain unpopular or controversial ideas;

(c) For speaking or writing as a citizen, provided that the Unit Member recognizes a special obligation as a member of the education profession and indicates that the Unit Member is not speaking for the College of the District;

(d) For presenting all points of view including library materials of interest, information and enlightenment without regard to the race or nationality or social, political or religious view of the authors;

(e) For expressing in an appropriate forum the Unit Member's viewpoint on matters of College and District policy.

(f) Political activities on campus shall be governed by District policies and procedures which shall be in accordance with the requirements of applicable law.

ARTICLE VI. INTELLECTUAL PROPERTY RIGHTS

Section 1. Purpose

The District and the Association have a mutual interest in establishing an environment that fosters and encourages the creation of intellectual property by Faculty members. To further that mutual interest, the Association and the District have agreed to the terms of this Article establishing the respective ownership rights to the Intellectual Property that Faculty Members create.

Section 2. Definitions

(a) “Intellectual Property” shall mean Works (including “Instructional Materials”) and Inventions.

(b) A “Work” is any original material that is eligible for copyright protection including (but not limited to) Instructional Materials, mathematical or scientific notations, works of art or design, dramatic or musical compositions, choreography, prose or poetry, and computer software. A work may be published in any enduring medium (e.g., print, digital, electromagnetic, optical) or may exist in any tangible form (e.g., a sculpture or structure).

(c) “Instructional Materials” are those original materials a Faculty Member creates independently to perform his or her assignment more effectively for the benefit of students, including (but not limited to) syllabi, lectures, student exercises, illustrations, recordings, multimedia, and tests. Instructional Materials may be created by the Faculty Member for use in any instructional delivery method.

(d) An “Invention” is any original idea or discovery that is eligible for patent protection, including (but not limited to) a device, process, design, model, strain or variety of any organism, or composition of matter.

(e) A “Work or Invention for Hire” is one for which the Faculty Member receives compensation from the District to create and/or contribute to the development of an Intellectual Property and for which the Faculty Member relinquishes all ownership and royalty rights to the District.

Section 3. Copyright and Patent Ownership

(a) Faculty Ownership

(1) Works and Inventions covered by this Article (excluding Works for Hire). This Article applies to the Intellectual Property created by Faculty Member(s) in direct connection with, and in support of, the courses they teach (or other duties they perform) as employees of the District.

(2) Faculty right of ownership. Provisions of the Copyright Act (Title 17, United States Code) and the Patent Act (Title 35, United States Code) notwithstanding, the Faculty member shall have (subject to the provision of this Article) the exclusive property right to all Intellectual Property that is the original product of his or her mind, time, talent and effort, including the right to all royalties from the distribution, lease, or sale thereof. Except as otherwise provided in this Article, the District waives any property right it might have to such Intellectual Property. The Faculty Member shall retain this exclusive property right throughout his or her lifetime; upon the Faculty Member’s death all such property rights shall devolve upon his or her estate, except when developed under work for hire. The fact the Intellectual Property relates to the Faculty Member’s assignment, or that the Faculty Member uses that original property in performing that assignment, shall not by itself create any ownership interest whatsoever for the District, except when developed as an original “Work or Invention for Hire.” The District shall have no claim of ownership to a work produced by a Faculty Member(s) under a grant awarded exclusively to that Faculty Member(s) without fiscal participation by the District.

(b) District Ownership. The District will own the copyright to works under the following circumstances:

(1) Circumstances relating to substantial support by the District. The District will own the copyright to any work created with substantial support from the District. As used in this Article, “substantial support” means financial support over and above the cost of the faculty member’s normal compensation, office space, office computer, local telephone use, minimal office supplies and copy services. Substantial support would include extra compensation or the provision of reassigned time to create a work, the cost of providing secretarial, technical, legal or creative services specifically for the creation of work, as well as the cost or value of the use of expensive District equipment or facilities (such as professional film or recording studios). Grants shall be considered substantially supported by the District unless it follows Faculty Ownership (3a2) or District and Faculty Ownership (3c3)

(2) Circumstances relating to the nature of the work. The District will also own the copyright to any work, such as a course outline, administrative policy, or information brochure that is formally reviewed by the District and becomes part of its curriculum, policies, or administrative or promotional material.

(3) The respective ownership interests for cooperatively developed Intellectual Property shall be specified in writing at the time of agreement between the faculty and the District. Faculty members and the District may, if they wish, enter into individual agreements with one another concerning copyright ownership and usage rights to specific works, the terms of which may differ from those set forth above. The Faculty Members may be compensated for creating a Work or Invention for Hire by either released time or an hourly wage. The hourly wage shall be the non-instructional rate. The terms of any such individual agreement will supersede the terms of this Article once such an agreement is signed by the faculty member and an authorized representative of the District. A copy of any such agreement will be provided to the CFE.

(c) District and Faculty Ownership

(1) Online Courses. If the District desires to market cooperatively developed materials upon completion of a project, the Faculty Member shall receive a royalty. If a cooperatively developed online course is distributed outside of the Coast Community College District, the District/college and Faculty developer(s) shall share net royalties as specified in the agreement.

(2) Ownership of Instructional Materials. Instructional Materials are the sole property of the Faculty Member who creates them (except when developed as work for hire or cooperatively developed materials), and the District waives any claim to ownership of them.

(3) When a Faculty Member(s) independently obtains grant funding for the production of a work or invention and seeks District participation, the District agrees ownership must be clearly delineated in a written agreement.

Section 4. Patent or Copyright Registration

The owner of Intellectual Property covered by this Article shall register that ownership right with the U.S. Copyright Office or the U.S. Trademark and Patent Office, as appropriate.

Section 5. Cooperative Projects

Individual Contracts and Compensation. One or more Faculty Members may enter into a separate agreement with the District for the creation of Intellectual Property requiring the use of substantial District resources. Such agreements shall be in writing. Such agreements may determine the respective ownership interests of the Faculty Members(s) and the District in that Intellectual Property.

Section 6. Works or Inventions for Hire

No Intellectual Property shall be a Work or Invention for Hire unless the District has entered into a written agreement with the participating Faculty Member(s). In the absence of such a written agreement, the Intellectual Property shall be the property of the Faculty Member(s) who create(s) it. No Faculty Member shall be involuntarily assigned to create a Work or Invention for Hire.

Section 7. Acquiring Rights from Third Parties

If the creation of a Work or Invention requires rights (e.g., re-publication rights) to be acquired from third parties, such rights shall be acquired and paid for by the party (i.e., the Faculty Member or the District) who is to hold the ownership rights in that Work or Invention.

Section 8. Recorded Instruction. (AUDIO)

A Faculty Member's lecture in a large lecture class may be recorded by the college and made available to students during the semester of the class. The Faculty Member shall own all copyrights or product rights to any recordings of his/her lecture.

Section 9. Faculty Member's use of name of District or College

Faculty Members agree that when they use works they have created (regardless of who owns the works' copyrights), those works will identify their creators' relationships with the District or College for as long as they continue to be employed by the District. If a faculty member creates an online course that identifies the Faculty Member as its author, the Faculty Member's name shall be followed by the name of the College at which the Faculty Member teaches.

If for any reason a faculty member does not wish to identify his or her relationship with the District or College, the faculty member may ask the District for authorization not to do so; the District has the option but not the obligation to release the faculty member from this obligation.

If for any reason, the District does not wish its name or the College's name to be used in this manner, the District has the right to require the Faculty Member not to identify his or her relationship with the District; in such a case, the Faculty Member shall agree not to do so, or to stop doing so as soon as reasonably possible.

ARTICLE VII. DUES and FEES

Section 1. Dues Deduction

The District will deduct from the pay of Association members and pay to the Association the normal and regular monthly membership dues as voluntarily authorized in writing by the Unit Member on the appropriate District form, subject to the following conditions:

(a) Such deductions shall be made only upon the submission of the appropriate form to the designated representative of the District after it has been duly completed and executed by the Unit Member.

(b) The District shall not be obligated to put into effect any new, changed, or discontinued deduction, until the pay period following the pay period in which the request for the change in dues deduction was made.

(c) Should a Unit Member's paycheck be of an insufficient amount to meet the authorized dues deduction, no deduction of any amount will be made by the District.

(d) The Association will give the District at least forty-five (45) calendar days' advance notice of any change in the amount of monthly dues.

(e) The Association agrees to reimburse the District for any dues withheld or paid to the Association by mistake. Liability for such mistakes shall not extend beyond a period of twelve (12) calendar months.

(f) The District agrees to reimburse the Association for any dues withheld or paid to the District by mistake. Liability for such mistakes shall not extend beyond a period of twelve (12) calendar months.

Section 2. Agency Fee

(a) The District agrees to deduct agency fees as required by law, from the pay of unit members who do not become members of the Association from a list provided by the Association to the District.

(b) With respect to all sums deducted by the District for membership dues or agency fees, the District agrees to remit such monies promptly to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made.

(c) The Association and the District agree to furnish to each other any information needed to fulfill the provisions of this Article. All record keeping of unit membership and agency fee is the responsibility of the Association.

Section 3. Religious Objectors

(a) Any Unit Member who qualifies as a religious objector is not be required to join or financially support the Association as a condition of employment; except that such Unit Member(s) shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organization, charitable funds exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Service Code:

Aids Foundation
American Red Cross
Ronald McDonald House of Orange American Diabetic Foundation
American Leukemia Foundation

(b) To receive a religious objector exemption, the Unit Member must submit a detailed written statement establishing the basis for the religious objector exemption. Forms for this purpose may be obtained from the Association. If accepted by the Association, the Unit Member shall make the payment to an appropriate charity as described in Section 3 (a) above. Such payment shall be made on or before the due date for cash dues/fees for each school year.

(c) **Proof of payment shall be made on an annual basis to the Association as a condition of continued** exemption from the payment of agency fee. Proof of payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payment in lieu of the agency fee has been made. No in-kind services may be received for payments, nor may the payment be in a form other than money such as the donation of used items. Such proof shall be presented on or before the due date for cash dues/fees for each school year.

(d) Any Unit Member making payments as set forth in this Section above, and who requests that the grievance or arbitration provision of this Agreement be used in her or his behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration.

ARTICLE VIII. PERSONNEL FILES

Section 1. Official Files

There shall be one (1) official District personnel file for each Unit Member. The material in the official District personnel file shall be considered and used as the only official personnel record of the District in any proceeding affecting the status of the Unit Member's employment with the District. The personnel file shall include, but shall not be limited to, records of employment with the District and records of professional evaluation. In addition, such records as educational advancement and pertinent work experience shall be a part of the official District file.

Section 2. Right of Review.

(a) Upon reasonable notice, the material in the file shall be made available for the inspection of the Unit Member to whom the file pertains except ratings, reports, or records which were (i) obtained prior to the employment of the Unit Member; (ii) prepared by identifiable examination committee members; or (iii) obtained in connection with a promotional evaluation. The personnel file shall be kept in a locked file cabinet in the District Personnel File.

(b) A faculty representative may, with written authorization by the Unit Member, have access to the respective Unit Member's file. When an Adjunct Faculty Member's file is opened for any purpose other than routine office work, a file utilization form shall show the name of the person opening the file, the date, and the purpose.

Section 3. Identification of Materials in File

Any item to be placed in the file shall be clearly identified as to its source or originator and its date of receipt by the District. Anonymous communications shall not be placed in the personnel file.

Section 4. Employee Submissions to File

Unit Members may forward to the Vice Chancellor for Human Resources materials for inclusion in their files. All reasonable requests shall be accommodated.

Section 5. Right of Response

The Unit Member shall have the right to respond in writing to any clearly designated item in the Unit Member's file. The response shall be attached to the designated item.

Section 6. Derogatory Information

(a) Information of a derogatory nature, except that listed under Section 2 of this Article, shall not be entered or filed unless signed and dated by the source or originator and until the Unit Member is given notice and an opportunity to review and comment thereon.

(b) Derogatory material placed in the Unit Member's personnel file (except as noted in Section 2) shall be destroyed upon request of the Unit Member when such material is more than three (3) years old.

Section 7. Copies of Documents

With reasonable notice, the Unit Member may request copies of materials within the files, except as noted in Section 2. Copies of documents which have been previously provided to the employee will be paid for by the employee at the rate of no more than twenty-five cents per page. The District will provide one (1) copy of other necessary documents at no cost to the employee for the first copy provided.

ARTICLE IX. GRIEVANCE

Section 1. Definitions

(a) A "grievance" is defined as a claim that the District has violated a provision of this Agreement and that by such violation the grievant has been harmed.

(b) A "grievant" may be any Unit Member or the Association covered by the terms of this Agreement.

(c) The "immediate supervisor" is the lowest level administrator having line supervisory authority over the grievant and who has been designated to adjust grievances.

Section 2. Informal Level

Prior to filing a written grievance, the grievant shall attempt to resolve the grievance through an informal conference with the Unit Member's immediate supervisor. If the grievant desires, the Unit Member may have another Unit Member present, who is an Association member, to assist.

Section 3. Formal Level Procedures

(a) Level I

(1) The grievant shall reduce his/her grievance to writing on the appropriate form. The written grievance must be submitted to the immediate supervisor no later than twenty-five (25) days following the date upon which the grievant knew, or reasonably should have known, of the alleged violation. The grievance shall fully state the facts and shall specify the exact provision or provisions of the Agreement which is alleged to have been violated and must contain a recommended remedy. The grievance form shall be signed and dated by the grievant.

(2) The immediate supervisor or designee shall provide the grievant with a written decision within ten (10) days after receipt of the grievance. Within the period from the filing of the grievance until the written reply, either party may request a personal conference to discuss the grievance. If the immediate supervisor does not respond in writing within the prescribed time period, the grievant may appeal to the next level.

(b) Level II

(1) If the grievant is not satisfied with the decision at Level I, he or she may, within ten (10) days of the time Level I is completed, appeal the decision to the Vice Chancellor for Human Resources or designee. The appeal shall be in writing and shall include the original grievance, copies of all pertinent appeals, and the reason for the continued appeal. A copy of the grievance and attachments shall be sent to the Association by the grievant.

(2) The Vice Chancellor for Human Resources or designee shall provide the grievant with a written decision within ten (10) days after receipt of the grievance. Within the period from the filing of the grievance until the written reply, either party may request a personal conference to discuss the grievance.

(3) If the grievant desires, he or she may be assisted at this level by any Association representative. In Level II situations where the Association has not been asked to represent the grievant, the District shall not agree to a final resolution of the grievance until the Association has a copy of the grievance and the proposed settlement and has been given an opportunity to file a response to the matter.

(c) Level III

(1) If the grievant is not satisfied with the decision at Level II, he or she may, within twenty (20) days of the time Level II is completed, request through the Association the submission of the grievance to arbitration by so notifying the District in writing. All requests shall be lodged with the Vice Chancellor for Human Resources.

(2) The grievance shall be submitted to an arbitrator whom the parties will attempt to choose by mutual agreement within ten (10) days after service of the request. In the event the parties are unable to agree on the selection of an arbitrator, they shall request the American Arbitration Association to provide a list of seven (7) arbitrators residing in the Los Angeles/Orange County area from which an arbitrator shall be chosen as follows: each party shall alternately strike a name from the panel and the remaining arbitrator shall serve in the case. The right to strike the first name shall be decided by lot.

(3) The decision of the arbitrator shall not be binding upon the District, but shall be advisory only. In no event shall the arbitrator have any power or jurisdiction to add to, subtract from, change, or modify, any provision of this Agreement.

(4) The expenses and fees of the arbitrator shall be shared equally by the parties. Any expense associated with a reporter or transcript, should either be requested, shall be shared equally by the parties.

(5) The arbitrator may rule on only a single grievance unless the parties mutually agree otherwise in writing.

(d) Time Limits. If the grievance is not pursued by the Unit Member in accordance with the time limits set forth herein, the grievance shall be considered settled on the basis of the last decision made. The time limits set forth in this Article may be extended by mutual agreement in writing between the parties.

(e) Scheduling. Meetings between the grievant and the District on hearings relative to the grievance shall be scheduled whenever possible during the regular business day and at hours that do not conflict with the Unit Member's teaching schedule. If this is not possible, the grievant shall be released without loss of pay.

Section 4. Other Provisions

(a) No Unit Member shall suffer reprisal for exercising his/her rights as provided in this Article.

(b) Grievance proceedings shall be filed separately from the official personnel file.

ARTICLE X. EVALUATION PROCEDURES

All managers will be trained in the use of the evaluation document.

Section 1. Purpose of Evaluation

The major objective of the evaluation process is to improve individual teaching performance. Results of the evaluation report (Appendix D) shall be reviewed by the Unit Member, immediate supervisor, and the Vice President of Instruction. Contents will be held in strict confidence.

Section 2. Responsibilities of Evaluator

Unit Members shall be evaluated for their performance taking into consideration the physical environment under which they are functioning within a specific assignment.

Formal evaluation shall be performed only by the Unit Member's immediate supervisor or designee, such as site administrator, instructional unit assistant/department chair, etc. A Unit Member shall be notified who his/her evaluator is to be prior to the observation/evaluation.

Section 3. Notice of Evaluation

The individual college department shall notify each Unit Member scheduled for evaluation by the sixth (6th) week of instruction in any semester. A copy of the evaluation procedure containing the evaluation criteria will be provided at the time of notification. The individual college department will make every reasonable effort to complete all scheduled evaluations by the end of the sixteenth (16th) week of the semester. Unit Members who have not been evaluated will be notified in the next or subsequent semester of their pending evaluation visitation. All evaluation reports shall be completed no later than the end of the semester in which the observation is made.

Section 4. Frequency of Evaluation

Unit Members shall be evaluated the first year of employment and thereafter at least once every six (6) semesters.

Section 5. Additional Evaluations

Additional evaluations may be made at the written request of the evaluator or the Unit Member.

Section 6. Classroom Observations

The evaluator shall visit a Unit Member's classroom within the time period established for evaluation. The

Unit Member will make every reasonable effort to notify the evaluator of class periods that are inconvenient (testing, field trip, etc). The Unit Member will provide the evaluator with his/her class syllabus/outlines and any other pertinent class handouts at the time of the evaluation. Classroom visit may be class session length but such visits shall not be less than thirty (30) minutes.

Observation/evaluation forms shall be completed at or after each visit. Any criterion marked "needs improvement" shall cite examples, and, where possible, make suggestion for improvement.

Section 7. Observation/Visitation to “Virtual” Classroom

Evaluators for Unit Members teaching online classes shall notify the unit member of his/her plan to observe/visit their “virtual” classroom within a specified period of time established for evaluation. The Unit Member will provide the evaluator with his/her class syllabus/outlines and any other pertinent class handouts prior to the evaluation period. During the designated evaluation period, the evaluator will be given access to all information posted online for students such as, but not limited to: video lecturettes, power points, quizzes, assignments, posted student questions, and instructor responses.

Evaluators and unit members will be subject to all applicable sections of Article X of this Agreement

Section 8. Self Evaluation

All Unit Members are encouraged to use other methods of self-evaluation.

Section 9. Student Evaluation

Student evaluations of Unit Members shall be conducted as part of the formal evaluation. The evaluator, or designee, shall administer the student survey and shall submit the results to the Unit Member with the evaluation report. Refer to Appendix E for the criteria.

Section 10. Evaluation on Unit Members Teaching Online Classes

The Office of Research and Planning at each District College will provide Student surveys online for Unit Members teaching online classes, to be completed by students online and submitted confidentially to the administrator overseeing research and planning.

Section 11. Evaluation Conference

The written evaluation shall be signed by the evaluator and a copy given to the Unit Member within ten (10) days after the observation and receipt of the student evaluations. Upon receipt, the Unit Member shall sign the original and comment on the evaluation if he/she wishes. One copy will be retained by the evaluator and one copy will be retained by the Unit Member. The Unit Member’s signature indicates having received and read the evaluation.

Either the evaluator or the Unit Member may request a conference within twenty (20) days after receipt of the evaluation report. Within ten (10) days after the conference, the Unit Member may respond in writing to comments and suggestions made on the evaluation form. Such written comments shall become part of the total evaluation.

The Unit Member may have an Association representative present at the conference and shall be responsible for informing the Association representative of the time and place of the conference.

Section 12. Unsatisfactory Evaluations

After the receipt of the evaluation report, any Unit Member who receives an unsatisfactory evaluation shall, upon written request made within twenty (20) days, be entitled to a second evaluation. An additional evaluation may be performed by a peer.

Section 13. Filing of Evaluation

The original and any written response shall be deposited in the Unit Member's personnel file.

Section 14. Removal of Unsatisfactory Evaluations

Upon written request, the District shall remove any unsatisfactory evaluation from the Unit Member's file, which occurred more than two (2) years prior to the date of the request.

Section 15. Hearsay information

No evaluation shall be based upon any information not substantiated or collected through direct observation.

Section 16. Grievance of Content

The grievance procedure contained in this Agreement may be utilized for resolving any alleged procedural dispute with respect to this evaluation process. In no event, however, may the content or substance of the evaluation be grieved.

Section 17. Forms

The District shall consult the Association concerning content and format of official evaluation form.

ARTICLE XI. COMPENSATION

Section 1. Salary Schedule

(a) For the 2005-2006 year, the salary increase to the Adjunct Faculty "B" and "B-1" Salary Schedules reflect the COLA percentage + ½ Growth (prior year's) + _% = 6%.

(b) In 2006-07 2007-08, 2008-09, and 2009-10 CCA/CTA will receive the same salary increase based on formula (COLA % + ½ growth prior year's + .375%) for the "B" and "B-1" schedule for those years ("B-1" schedule enhancement contingent on the State's continued funding of part-time faculty parity dollars).

(c) Step 6 will be added to the part-time faculty salary schedule in 2005-06, to become effective 2007-08 for those currently at step 5. The salary schedule structure of adding step 6 will be consistent with the current salary schedule structure which is not less than 6% between steps

Salary schedules increased by the above formula in 2006-07, 2007-08, 2008-09, and 2009-10; COLA% will be rounded up to the nearest .5%.

Section 2. Hours

(a) **Lecture Hour.** A lecture hour is an hour of class time which is so designated in the appropriate College Catalog or the appropriate class schedule from each college.

(b) **Nonlecture Hour.** Nonlecture hour equivalencies shall be based on the most current ratios agreed to between the District and the Association. (See Appendix C.)

Section 3. Class Hour/Clock Hour

(a) **Class Hour/Clock Hour.** The class hour is the basic unit of attendance for computing full-time equivalent student (FTES). It is a period of not less than fifty (50) minutes of scheduled instruction and/or examination and ten (10) minutes of passing/break time. There can only be one class hour in each clock hour sixty (60) minute time frame,

i.e. 8:00 to 9:00, 8:30 to 9:30), except as provided for multiple class hour classes. A class hour is also known as a contact hour.

(b) Multiple Class Hour. A multiple class hour is any period of instruction scheduled continuously for more than one clock hour (sixty (60) minutes) but for ninety-five minutes or less with no break. A faculty member may schedule up to ten minutes of break time for each class hour when combined with multiple-hour class time. For example: A class scheduled from 8:00 to 11:10 a.m. would have twenty (20) minutes of break time. For the 8:00 to 9:00 and 9:00 to 10:00 clock hour, ten (10) minutes of break for each clock hour, but no break time earned from 10:00 to 11:10 for the multiple class hour.

Section 4. Large Lecture Classes

Unit Members may be assigned to large lecture classes. Unit Members will be reimbursed as follows:

55 - 119 students	=	1.5 lecture hour equivalencies
120 - 239 students	=	2.0 lecture hour equivalencies
240+ students	=	2.5 lecture hour equivalencies

Unit Member's will be paid in accordance with the schedule provided the class has met the minimum attendance requirements by the second week of the class, or in the case of those classes which meet only once a week, by the end of the second class meeting.

Section 5. Required Meetings

The Association and the District agree that Unit Members shall be required to attend one (1) pre-school meeting each semester. A Unit Member who attends such a meeting, and whose class is subsequently cancelled prior to its first meeting, shall be reimbursed \$25.00. Any Unit Member who submits, prior to said scheduled meeting, a written request to be excused due to a conflict in his or her work schedule shall be excused.

Section 6. Salary Schedule Placement/Step Changes

(a) Unit Members will be placed at the correct step of the appropriate salary schedule based on their officially certified teaching experience or on work experience which is directly related to the course(s) for which they are hired to teach. For the purposes of initial placement on the salary schedule: (i) teaching experience is defined as teaching in an accredited institution of higher education in the State of California (24 semester units = 1 year of credit); and (ii) work experience is defined as full-time employment (2 full years of work = 1 year of credit).

The District shall determine what constitutes "work experience that is directly related to the course," and its decision is not subject to the grievance and arbitration process.

(b) Step changes will occur on an annual basis at the beginning of the fall semester and will be automatic for all employees who have served the District for at least the equivalent of one (1) lecture hour per week for one (1) semester during the preceding academic year (summer assignments included).

(c) Salary placement is determined by the Office of Human Resources. Should an error be made in placement, such error must be brought to the attention of the District by the Unit Member in writing within twelve (12) months from the date of the original error. Failure to bring the error to the attention of the Office of Human Resources waives all District liability for a salary correction.

Section 7. Final Warrant

The final warrant for each semester will not be released to the Unit Member until the appropriate College

certifies that its requirements have been completed (e.g., grades submitted, attendance requirements met, reports filed, keys returned, etc.).

Section 8. Payment Schedule

The District will pay the Unit Member once a month on a schedule which is consistent with County deadlines.

Section 9. Class Cancellation

A Unit Member shall not receive a reduction in pay when an individual class meeting is cancelled administratively; i.e., back-to-school night, inclement weather, etc.

Section 10. Miscellaneous Non-Instructional Hourly Rate

A Miscellaneous Non-Instructional Hourly Rate shall be paid for each hour of a Unit Member's service to the District for activities that are not related to direct teaching (non-FTE generating). These activities shall include but not be limited to curriculum development; programmatic coordination; consultant services; etc. The rate is \$190.81 per day (\$23.851 per hour).

Section 11. Miscellaneous Instructional Hourly Rate

A Miscellaneous Instructional Hourly Rate shall be paid for each hour of a Unit Member's service to the District for activities that are directly related to teaching (FTES generating). These activities shall include but not be limited to substituting; telecourse design and development; alternative learning services; open laboratory classrooms with one-on-one tutoring (basic skills, language labs, ESL labs, and computer labs). The rate is \$287.30 per day (\$35.913 per hour).

Section 12. Summer School Pay

Summer pay will be based on the salary schedule in existence during the academic year immediately preceding the summer session.

ARTICLE XII. LEAVE

Section 1. Sick Leave

(a) Unit Members will be granted sick leave on a prorated basis as required in the Education Code.

(b) Unit Members in instructional assignments will be granted five (5) hours of sick leave each semester for each three (3) hours of teaching assignment, including summer session.

(c) Unit Members assigned to positions having a full-time equivalent work week of thirty (30) hours will be granted .833 hours of sick leave for each semester hour the Unit Member is assigned. (Semester hour = 1 hour per week for 18 weeks.)

(d) Unit Members assigned to positions having a full-time equivalent work week of thirty-five (35) hours will be granted .741 hours of sick leave for each semester hour the Unit Member is assigned.

(e) Unit Members assigned to positions recognized as having a full-time equivalent work week of forty (40) hours will be granted .625 hours of sick leave for each semester hour the Unit Member is assigned.

Section 2. Personal Necessity

Sick leave may be used for personal necessity leave up to a maximum allowable in the Education Code.

PERSONAL NECESSITY - 60% of currently earned Sick Leave.*

Death in family - death of member of Unit Member's immediate family** (when number of days of required absence exceeds limits provided under "Bereavement Leave")

Accident or emergency illness - accident or emergency illness involving Unit Member's person or property, or the person or property of employee's immediate family.

Family illness – one half of earned sick leave per semester may be taken for care of the needs of an immediate family member.

Court appearance - appearance in court as a litigant or as a witness under a court order.

Jeopardy to residence or property - emergency as a result of natural catastrophe.

Paternity - birth or adoption of the Unit Member's child.

Personal - personal reasons 50% of "Personal Necessity" Leave.

Business necessity - business which can only be conducted on duty days; 50% of "Personal Necessity" Leave.

*Total semester hour/week x total weeks. Total hours x .09259 = total sick leave hours/semester.

**Immediate family shall mean child, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandchild of the employee or employee's spouse, the spouse, son-in-law, daughter-in-law of the employee, or any person living in the immediate household of the employee. Persons other than relatives as noted herein who may have been reared by or with the employee will be considered relatives. Under special circumstances, persons other than those noted may be considered as "immediate family" on approval of appropriate college administrators.

ARTICLE XIII. DOMESTIC PARTNERS

The parties agree that registered domestic partners shall be granted the same rights, benefits and obligations as are granted to spouses under California law. "Registered domestic partner" is defined as a person who is a member of a registered domestic partnership, as defined by California Family Code Section 297.5.

ARTICLE XIV. PROFESSIONAL DEVELOPMENT

(a) The District shall create a Professional Development Fund in the District budget for Unit Members of \$15,000 per semester. The fund will be allocated to the Colleges based on the number of Unit Members employed at census in the fall semester. Unit Members may apply for a stipend, subject to the limitations of overall funding, of up to \$100.00, at the usual non-instructional rate to attend a District/College-sponsored workshop of two hours or more. Funds may also be utilized for registration and reasonable approved expenses for travel and lodging for professional meetings and conferences related to the District's education program and the Faculty Member's professional growth. Approved attendance for such professional development activities will include compensation for any class time missed because of such conference/workshop attendance.

(b) Applications for Professional Development will be considered on a first-come first-served basis with a limit of two applications per person/per semester not to exceed \$700 per application. With the appropriate Dean's approval, followed by confirmation of unit verification by the Association, applications will be made through the Office of the Vice President of Instruction of the College or his/her designated entity. Review, approval, and processing of all Professional Development applications shall be carried out in accordance with the policies and procedures of each college.

(c) The Staff Development Office for each College shall disseminate information to all Unit Members of scheduled workshops and conferences and the deadline for such application. A brief written report of conferences attended with these funds will be strongly encouraged by the college for posting on the Association website.

(d) A report listing unit members receiving funds, the conferences attended and the amount expended shall be provided to the Association by the Vice Presidents of Instruction at each college at the end of the academic semester. Upon reasonable request by the Association, verified funding errors will be adjusted immediately by the District Budget Office.

ARTICLE XV. SCHEDULING

Section 1. Notification

(a) A scheduling calendar, including no less than the information listed below, will be furnished to each Unit Member at the beginning of the scheduling process for each semester.

- (1) Beginning date of scheduling process.
- (2) Dates of periods during which schedule requests may be made.
- (3) Date by which initial scheduling assignments will be completed.

(b) Each Unit Member who is scheduled according to Section 1(a), above, will be notified no later than the date indicated in Section 1(a) (3), above.

(c) If a Unit Member is not scheduled for the succeeding semester to the one currently employed, he or she may submit a written request to the appropriate Vice President or designee requesting the reason. A response in writing will be supplied upon such request, with a copy of said response to the Association. If requested by either the Unit Member or the appropriate Vice President or designee, a conference shall be held between the individuals to discuss such reasons. Upon request, an Association representative may be present.

Section 2. Assignment of Classes

Part-time Faculty Members who have been employed for eight (8) consecutive semesters or more at one specific CCCD college (GWC, OCC, or CCC) and whose two most recent evaluations exhibit an overall summary of "meets or exceeds the standard" shall be given first consideration of assignment for the class or classes in their discipline currently taught by them. Because of full-time contractual provisions related to overload, a full-time Faculty Member may assume the class or classes of a part-time Faculty Member provided those are classes which the full-time Faculty Member regularly teaches. Further, because of cancellation or reduction of a full-time Faculty Member's load, the full-time Faculty Member may assume the class or classes of a part-time Faculty Member provide those are classes for which the full-time Faculty Member is qualified to teach according to his/her FSA. Scheduling decisions shall be made taking into consideration the needs of the college, instructional programs, staff and students.

Section 3. Scheduling Decisions

The College scheduling decisions, and the reasons therefore, shall not be subject to the grievance procedure in this Agreement.

ARTICLE XVI. INTERVIEW CONSIDERATION FOR FULL-TIME FACULTY POSITIONS

Section 1. Interviews for Full-Time Faculty Positions

Part-time Faculty Members who apply for a full-time faculty position within the District shall qualify for an interview subject to the following:

- (a) The part-time Faculty Member must complete an application packet for the vacant full-time position.
- (b) The part-time Faculty Member must possess the required minimum qualification for the position.
- (c) The part-time Faculty Member must have been employed as faculty by the District for (8) or more semesters.
- (d) The part-time Faculty Member must have taught a minimum of four (4) semesters in the last three (3) years in the FSA where the vacancy exists.
- (e) All evaluations must be satisfactory.

ARTICLE XVII. CONTRACT DISTRIBUTION

Section 1. Contract Distribution

(a) As soon as practicable after settlement of this contract, the District shall print at least sufficient copies of this Agreement for distribution to all Unit Members.

(b) The District will bear the cost of the printing of this Agreement.

(c) The District shall distribute copies of this Agreement to all Unit Members.

(d) The District shall distribute the Agreement and Association materials supplied by the Association to any Unit Member hired after this contract becomes effective and has been distributed to the current Unit Member.

(e) Should a Unit Member, for any reason, fail to receive a copy of this Agreement, and the above-cited Association materials, the District agrees to remedy the oversight as soon as practicable after being notified of the oversight, by supplying the Unit Member with a copy of the Agreement and the Association materials.

ARTICLE XVIII. SAVINGS CLAUSE

Section 1. Savings Clause

(a) If any article, section, or provision of this Agreement shall be found to be contrary to, or in conflict with, Federal or State law, that article, section, or provision shall be voidable with no effect to any other article, section, or provision because of the contradiction or conflict with Federal or State law.

(b) Such article, section, or provision being rendered voidable shall be subject to renegotiation within a reasonable period.

ARTICLE XIX. ZIPPER CLAUSE

Section 1. Zipper Clause. This Agreement shall constitute the full and complete commitment between the parties and shall supersede and cancel all previous Agreements, both written and oral. This Agreement may be altered, changed, added to, deleted from, or modified, only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

ARTICLE XX. LENGTH OF AGREEMENT

This Agreement shall become effective upon ratification, except as specifically stated otherwise, and shall continue in effect, up to and including June 30, 2010.

The District and CCA have agreed to two reopeners each throughout the 2007-08 and 2008-09 academic years. In the 2009-10 academic year, the entire Contract will be reopened.

IN WITNESS WHEREOF the parties execute this Agreement this 5th day of March 2008.

COAST COMMUNITY COLLEGE ASSOCIATION/
CALIFORNIA TEACHERS ASSOCIATION-NEA

COAST COMMUNITY COLLEGE DISTRICT

Barbara Price, Ed.D.
President

Armando R. Ruiz
President, Board of Trustees

Jack Price, Ed.D.
Chairperson, Negotiating Team

Joseph N. Quarles, Ed.D.
Vice Chancellor for Human Resources

APPENDIX A



**PART-TIME INSTRUCTOR
(B SALARY SCHEDULE - NO PARITY)**

EFFECTIVE DATE: 8/27/2007 UNITS: LHE

<u>COL</u>	<u>STEP</u>	<u>PER LHE</u>
IV	1	936.00
		1,012.0
IV	2	0
		1,090.0
IV	3	0
		1,155.0
IV	4	0
		1,227.0
IV	5	0
		1,303.0
IV	6	0

Pay Rate for the Semester Lecture Hour or Lecture Hour Equivalency
 Miscellaneous Non-Instructional Rate - \$230.86/Day \$28.858/Hour
 Miscellaneous Instructional Rate - \$347.60/Day \$43.459/Hour

**PART-TIME COUNSELOR AND LIBRARIAN
(B SALARY SCHEDULE - NO PARITY)**

EFFECTIVE DATE: 8/27/2007 UNITS: HOURS

<u>COL</u>	<u>STEP</u>	<u>COUNS/LIB</u>
IV	1	52.000
IV	2	56.222
IV	3	60.556
IV	4	64.167
IV	5	68.167
IV	6	72.390

Pay Rate for the Semester Lecture Hour or Lecture Hour Equivalency
Miscellaneous Non-Instructional Rate - \$230.86/Day \$28.858/Hour
Miscellaneous Instructional Rate - \$347.60/Day \$43.459/Hour

APPENDIX B

Subject	Lecture Hour Equivalencies (effective Fall, 1990)
Physical Education Labs/Activities	.75
Health Sciences	.75
Cosmetology	.75
Technologies	.75
English 051-058, 010-019, 106 & 900, GWC	.75
ESL, GWC and CCC	.75
Journalism, GWC	.75
Learning Skills and Instructional Aide	.75
Library	.75
Speech	.75
Tutoring/Learning Skills	.75
Anthropology	.75
Geography	.75
Social Sciences, CCC	.75
Interpreting	.75
Natural Sciences, Mathematics/Science Laboratories, Allied Health Laboratories	.75
Special Education, CCC	.75
Special Education (Learning Skills), CCC	.75
Secretarial Science, Home Economics	.75
Business, Floral Design	.75
Fine and Applied Arts and Dance	.833



CCC _____
GWC _____
OCC _____

ADJUNCT INSTRUCTOR EVALUATION REPORT

Instructor _____ Evaluator _____
(Last) (First) (M.)

Course _____ Discipline _____ Ticket # _____ Date of Visit _____

Evaluator's description of observation: (Include, where applicable, comments relative to apparent knowledge of subject, ability to present ideas, use of instructional techniques, student participation, use of time, enthusiasm and any other appropriate instructor characteristics.)

Evaluator's comments and suggestions for increasing the effectiveness of instruction:

Evaluator's comments concerning instructor's professional growth:

Based on my observation of the professional performance and competency of this instructor, I recommend:

A Satisfactory Evaluation An Unsatisfactory Evaluation _____
Signature of Evaluator

I have received a copy of this evaluation report and submit the following:

I request a conference with the Evaluator. Date and time of conference _____

Because of concern for the above observation, I request a peer evaluation be performed during this evaluation cycle.

Comments: _____

Signature of Instructor _____ Date _____
(Signature verifies receipt of evaluation. Adjunct Instructor may submit additional response)

Distribution:
Original: Personnel File
Copy 1: Instructor
Copy 2: VP of Instruction or Designee

(Note: This procedure is covered in Article X of Current Agreement)

APPENDIX D

Survey of Student Opinion of Teaching

Instructor _____ Date _____

Course No _____ Ticket No _____

This is your opportunity to express your opinion of your instructor's teaching. Please mark your responses below. Please use the following code: **A: Above average; B: Average; C: Below Average**

In Your Opinion

1. How well does the instructor make clear what is expected of you in the course? A: Above average; B: Average; C: Below Average
2. How well does the instructor create interest in the subject and transmit enthusiasm? A: Above average; B: Average; C: Below Average
3. How well does the instructor help you to understand the subject material? A: Above average; B: Average; C: Below average
4. How well does the instructor answer your questions and get class participation in discussions? A: Above average; B: Average; C: Below average
5. How well does the instructor encourage you to think for yourself? A: Above average; B: Average; C: Below average
6. How well do the examinations reflect important aspects of the course? A: Above average; B: Average; C: Below average
7. How fair is the grading system used in this course? A: Above average; B: Average; C: Below average
8. Did you have the need to contact your instructor for assistance outside of class hours? ____yes ____no
If yes, did your instructor make himself/herself available to assist you? ____yes ____no
9. What is the overall effectiveness of this instructor in teaching this course? A: Above average; B: Average; C: Below average

Student Comments

NOTE: The Survey of Student Opinion of Teaching (Appendix E) will be made available online for optional use by students. If this option is used, strict confidentiality to both student and part-time instructor are assured.

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