

**Between
Desert Community College District
And
College of the Desert Adjunct Association
2021-2024**



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ARTICLE I: AGREEMENT

Section 1. The Articles and provisions contained herein constitute a bilateral and binding agreement (Agreement) by and between the Board of Trustees of the Desert Community College District (District) and the College of the Desert Adjunct Association CCA/CTA/NEA (Association), an employee organization.

Section 2. This agreement is entered into pursuant to Chapter 10.7 (commencing with Section 3540), of Division 4 of Title 1 of the Government Code.

ARTICLE II: RECOGNITION

Section 1. Pursuant to the certification of the Public Employment Relations Board of the State of California dated December 5, 1994, in Case number LA-R- 1004, the District recognizes the College of the Desert Adjunct Association CCA/CTA/NEA as the exclusive representative of “Adjunct Faculty Members” as defined in Section 2.

Section 2. “Adjunct Faculty Member(s)” shall mean all adjunct faculty employees of the District and shall **EXCLUDE** all regularly employed full-time faculty and all management, supervisory, confidential, classified and substitute or volunteer employees.

Section 3. Any dispute not resolved by negotiation between the Association and the District as to whether any position, new or revised, is to be included within or excluded from the Bargaining Unit, will be submitted to the exclusive jurisdiction of the Public Employment Relations Board for decision.

Section 4. College of the Desert Adjunct Association is an affiliate of the California Community College Association (CCA), the California Teachers Association (CTA) and the National Education Association (NEA), called “CODAA/CCA/CTA/NEA” after this abbreviated “CODAA.”

ARTICLE III: DEFINITIONS

Section 1. “Administrator” shall mean a management and/or supervisory employee of the District.

Section 2. “Bargaining Unit” shall mean all Adjunct Faculty Members covered by this agreement.

Section 3. “Board” shall mean the Board of Trustees of the Desert Community College District.

Section 4. “District” shall mean the Desert Community College District, its Trustees and all administrators when acting in their official capacities in matters covered by this Agreement. Any action which changes the name of the District shall have the effect of amending this section to include the new name.

Section 5. “Education Code” shall mean the Education Code of the State of California as it may be amended from time to time.

Section 6. “Association” shall mean the College of the Desert Adjunct Association CCA/CTA/NEA.

Section 7. “Parties” shall mean the District and the Association.

Section 8. “Site” shall mean all campuses, centers, and properties owned, controlled, used, or leased by the Desert Community College District.

Section 9. “Day” shall be defined within the context of the individual articles within this Agreement.

Section 10. “Immediate Family Member” shall include an Adjunct Faculty Member’s mother, father, mother-in-law, father-in-law, husband, wife, son, daughter, brother, sister, grandparent, grandchild or any person living in the immediate household of the Adjunct Faculty Member.

Section 11. “SIU” shall mean semester instructional units.

ARTICLE IV: RIGHTS OF THE DISTRICT

Section 1. Subject to the specific terms and conditions of this Agreement, the District retains and reserves unto itself, without limitation, all of the rights, authority, duties, and responsibilities conferred upon it and vested in it by the laws and Constitution of the State of California to direct, manage and control the affairs of the District. Such rights of the District include, but are not limited to:

- (a) The right to determine its organizational structure and to delegate its rights and responsibilities to the President, and to such other officials, persons, institutes, divisions and committees it shall from time to time determine;
- (b) The right to determine its financial structure including (i) all decisions and conditions relating to all sources of District income; (ii) all investment policies and practices; and, (iii) all budgetary matters and procedures, to wit, the budget calendar, the budget formation process, accounting methods, payroll practices, fiscal and budget control policies and procedures, and all budgetary allocations,

reserves and expenditures;

- (c) The right to acquire, administer, and dispose of all District property whether real or personal and whether owned, leased or otherwise controlled, including all land, buildings, facilities, grounds, fixtures, machinery and other improvements;
- (d) The right to determine all services to be rendered to the students and to the public, including the nature, methods, quantity, quality, frequency and standards of service and the personnel, facilities, vendors, suppliers, materials, vehicles, equipment, and tools to be used in connection with such services, the contracting of services to be rendered and functions to be performed, including educational support, educational aids and devices, structural maintenance and repair services;
- (e) The right to determine the utilization of personnel, including the determination of the number of Adjunct Faculty Member positions, the addition or elimination of personnel, the determination of the use of certificated management and supervisory personnel, the selection of Adjunct Faculty Members, the determination of the assignment and reassignment of all Adjunct Faculty, and management and supervisory employees of the District;
- (f) The right to establish educational policies, goals and objectives based on the District's mission and the right to determine all matters related to student personnel services;
- (g) The right to determine the assignment of Adjunct Faculty Members to work schedules, functions and activities and the right to determine assignment of Faculty Members to courses to be taught, laboratories and other facilities and equipment, and offices;
- (h) The right to adopt reasonable rules and regulations, including rules and regulations for Adjunct Faculty Members and rules and regulations related to safety and security matters; Adjunct Faculty Members shall be notified by email of significant changes to administrative procedures.

Section 2. The exercise of the rights under this Article is not subject to the grievance procedures of this Agreement.

Section 3. If the District does not exercise any of the rights set forth in Section 1 of this Article, it shall not be precluded from exercising such right at a later time.

ARTICLE V: RIGHTS OF THE ASSOCIATION

Section 1. Association representatives shall have the right to reasonable use of District facilities at times other than normal working hours and/or hours of student instruction for the purposes of transacting lawful Association business provided such use does not interfere with the District operation or duties of unit members, and, provided further such authorized Association representatives first fully comply with the appropriate District Use of Campus Facilities procedures.

Section 2. Authorized Association representatives shall have the right to post notices with appropriate Association identification regarding activities and matters of legitimate Association concern on designated bulletin boards, at least one of which shall be provided at each site in areas frequented by unit members. In addition, and to the extent permitted by law, the Association shall have the right to use the District internal mail service, mail boxes, and email addresses for communications to unit members concerning activities and matters of legitimate Association concern. Copies of all materials posted or distributed shall be mailed or emailed to the Superintendent/President or designee. The official method of communication for the Desert Community College District is e-mail. The District may use additional methods of communication but all employees are expected to check their email account provided by the District on a regular basis.

Section 3. Any Adjunct Faculty Member who is a member of the Association, or who has applied for membership, may sign and have delivered to the Association a written authorization for deduction of CODAA/CCA/CTA/NEA dues in the Association. If so stated on the authorization, such authorization shall continue in effect from year to year unless revoked in writing by the Association between July 1 and September 1 of any year. Pursuant to such authorization, deductions shall be made on a uniform basis so that an equal portion of the annual dues amount is deducted from each pay warrant.

Section 4. With respect to all sums deducted by the District pursuant to authorization by the Adjunct Faculty Member, the District agrees to remit monthly, within a reasonable timeperiod, such monies to the Association's designee. Each month the District shall provide alphabetical list of Adjunct Faculty Members for whom such deductions have been made.

Section 5. Distribution of the monthly Board packet and Board agenda for all special meetings shall be sent via email to the President, CODAA, CCA/CTA/NEA. Such Board packets shall include those public documents regularly distributed to the Board of Trustees.

Section 6. All current Adjunct Association bargaining Unit Members shall receive copies of the initial collective bargaining agreement within sixty calendar days of its final

ratification by both Parties. All new unit members shall receive copies of the Agreement at the time of their initial employment. Unit members shall also receive any negotiated changes to the Agreement within forty-five (45) calendar days after those changes have been accepted by both parties.

Section 7. New Unit Members

7.1. District Notice to CODAA of New Hires

- 7.1.1. Notice: The District shall provide the CODAA President or designee with notice, via electronic mail, of any newly hired employee whose position falls under CODAA's representation within 30 calendar days of hire. The notice shall include full legal name, date of hire, job title, and work location.
- 7.1.2. Definition of a Newly Hired Employee: "Newly hired employee," or "new hire," means any employee hired by the District for the first time in a position within the CODAA bargaining unit, including employees who have been previously employed by the District in a position outside of the CODAA bargaining unit.

7.2. New Unit Member Orientation

- 7.2.1. Definition of New Unit Member Orientation: "New unit member orientation" means the onboarding process of a newly hired public employee, that occurs on or after the new employee's date of hire whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters. The District shall provide every new employee with such an orientation on or after the date of hire, and CODAA shall be provided access to this new employee orientation as described in this Article. It is understood that this does not preclude the District from providing new employees with additional information prior to their first date of hire to assist them in starting their employment with the District.
- 7.2.2. Access to New Employee Orientations: The District shall provide CODAA access to its new employee orientations. Such access shall be limited to no less than 60 minutes of the orientation process for group orientations or 15 minutes for one-on-one orientations.
Unless otherwise mutually agreed, CODAA access shall occur at the end of the new employee orientation. CODAA shall receive not less than ten (10) days' notice in advance of an orientation, except that a

shorter notice may be provided as agreed upon and in specific instances where there is an urgent need critical to the District's operations that was not reasonably foreseeable. Orientation sessions may include individual (one-on-one) newhire meetings with a Human Resources representative, a site administrator, and/or group orientation sessions.

- 7.2.3 On-boarding orientations may occur at any time subject to District needs. This on-boarding orientation procedure will begin during the Fall term 2020. When more than one employee is on-boarded, the orientation may be a group orientation in which case CODAA will have group access, rather than individual access. Orientations will not be delayed or cancelled due to inability or failure of CODAA representatives to attend.
- 7.2.4 The orientation sessions shall be held on District property.
- 7.2.5 Upon request of CODAA, during the CODAA's portion of the orientation session, no District manager or supervisor, or non-unit employee shall be present.

7.3 New Hire Information Packet: The District shall include the CODAA membership application and materials (and a CODAA provided link for an electronic application where applicable) in any employee orientation packet of District materials that is provided to any newly hired employee. CODAA shall provide the copies of any CODAA literature/membership applications to the District for distribution. The District will inform CODAA if additional printed materials are needed at least five (5) working days before the orientation.

7.4 Employee Information

- 7.4.1. Provide CODAA With New Hire Contact Information: On the last business day of each month, the District shall provide to CODAA, via a mutually agreeable secure format, the name and contact information on the new hires except that personal contact information restricted under Government Code section 6254.3 may be withheld upon an employee's written request to maintain such information privately.
- 7.4.2 This information shall be provided to CODAA regardless of whether the newly hired employee was previously employed by the District.
- 7.4.3. The information shall be provided electronically via a mutually agreeable secure FTP format and shall include the following items, with each field in its own column:
 - i. First Name;
 - ii. Middle Initial;
 - iii. Last Name;

- iv. Suffix (e.g. Jr., III);
- v. Job Title/Classification
- vi. Department;
- vii. Primary Worksite Location
- viii. Work Telephone Number;
- ix. Home Street Address (Incl. Apartment #);
- x. City;
- xi. State;
- xii. ZIP Code (5 or 9 Digits)
- xiii. Home Telephone Number (10 Digits);
- xiv. Personal Cellular Telephone Number (10 Digits);
- xv. Personal Email Address of the Employee on file with the District;
- xvi. Birth Date;
- xvii. Applicable retirement system status;
- xviii. Hire Date.

7.4.4. Periodic Update of Contact Information: The District shall also provide CODAA with a list of all bargaining unit members' names and contact information described above on, or within three (3) business days of, the last working day of September, January, and May. The information shall be provided to CODAA via a mutually agreeable secure FTP site or service.

Section 8. Reassign/Release Time for Association Business.

The Association shall be given 230 hours of reassign time paid by the District per fiscal year to conduct Association business. The Association President will provide a preliminary list to the District 14 calendar days prior to the start of the Fall and Spring Semesters of the names of the Association members who will receive the reassign time. This reassign time will be paid at the individual's lab rate.

The Association has the right to purchase additional reassign time from the District during any time in the college year. The District will bill the Association for the full cost of this reassign time, and shall be paid 30 calendar days after billing.

ARTICLE VI: EMPLOYEE RIGHTS

Section 1. Neither the District nor the Association shall discriminate in any way against any Adjunct Faculty Member because of participation or lack of participation in Association activities, or for filing or processing any grievance, or for failing to file or process any grievance.

Section 2. There shall be one official District personnel file for each Adjunct

Faculty Member. The material in the official District personnel file shall be considered and used as the only official personnel record of the District. The personnel file shall include, but 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 as provided by the Adjunct Faculty Member shall be a part of the official District file.

Section 3. Prior to placement in the personnel file any material which is of an evaluative nature shall be signed and dated by the evaluator and the Adjunct Faculty Member. If the Adjunct Faculty Member refuses to sign, the refusal shall be noted and the document placed in the personnel file. Any materials which are of other than a positive nature received from persons other than recognized evaluators shall be presented to the Adjunct Faculty Member for review before it is placed in the personnel file. The Adjunct Faculty Member shall be allowed ten (10) business days to respond to all materials, either evaluative or from other sources, in writing and have the written response attached to and included as a part of such materials. No anonymous communications shall be placed in the file.

Section 4. Within the provisions and guidelines of California Education Code Section 87031, each Adjunct Faculty Member or his or her designee shall have access to his/her personnel file during regular business hours of the District. The designee may review the Adjunct Faculty Member's personnel file when accompanied by the Adjunct Faculty Member, or, in the absence of the Adjunct Faculty Member, the designee may review the Adjunct Faculty Member's file providing the designee has a signed authorization from the Adjunct Faculty Member. The Adjunct Faculty Member or designee shall be allowed to receive copies of any documents he/she deems necessary provided that the total number of pages does not exceed twenty (20). If more than twenty pages are required, Association will be billed for all additional pages at a rate equal to the current per page rate charged the public for copying any other District documents.

Section 5. Files are to be accessed only by persons who have a legitimate need and legal authorization to review file contents within the scope of their employment. When an Adjunct Faculty Member's file is opened for any purpose other than routine office work, a log shall show the name of the person opening the file, and the date.

Section 6. A Faculty Member may submit a written request to the Executive Director of Human Resources that derogatory material five (5) or more years old shall remain in the personnel file, but be placed in a sealed envelope, and not opened absent authorization of the Superintendent/President or lawful court order. Within ten (10) business days following such a request, the appropriate administrator shall grant or deny such a request in writing. The decision of the administrator may be appealed to the Superintendent/ President. If denied, a copy of the request and written denial shall become a part of the personnel file. If granted, the document(s) will be placed in an envelope and sealed with the following notation: "Do Not

Open Without Authorization of the Superintendent/President or Lawful Court Order.”

Section 7. Assignment Notification.

1. It is recognized that the District has the right to assign classes to Adjunct Faculty. The School Dean shall request that Adjunct Faculty express their assignment preference in time for schedules to be produced. Every effort will be made by the District to obtain written or oral consent of the assignment(s) from the Adjunct Faculty Member prior to the distribution of the class schedule.

Adjunct Faculty Members who taught the previous semester, shall be notified of hiring or non-hiring no less than thirty (30) calendar days prior to the start of the Fall and Spring Semesters. For the Intersession and Summer session (if offered by the District), Adjunct Faculty Members shall be notified of hiring no less than thirty (30) calendar days prior to the start of the sessions.

Such notification of hiring shall be in writing or by District email and shall include pertinent information such as course(s) or non-teaching assignment dates and times. The following language shall be included on the load plan.

“This offer of employment and assignment is contingent upon budgetary considerations, a sufficient number of students enrolled, and /or any unforeseen enrollment changes in, or constraints upon the District. This is the only notification of assignment you will receive.”

2a. In those instances of non-rehiring, written notification shall be provided in accordance with the timelines listed above.

2b. In all cases, assignments shall be considered tentative and may be subject to change depending upon enrollment, assignment modifications of a full-time faculty member’s load, or other extra-ordinary circumstances (such as financial exigency; emergency situations; reduction in force; inappropriate behavior; or applicable Education Code sections) which render the assignment invalid.

Section 8. Non-Selection for Full-Time Faculty Interviews. In the event a currently employed Adjunct Faculty Member applies for a full-time faculty position, meets the minimum qualifications and is not chosen for an interview, the Chair of the Selection Committee shall complete the *Non-Selection of Adjunct Faculty* form in **Appendix E**. The form shall be forwarded to the Superintendent/President or designee for review prior to the scheduling of interviews.

Section 9. Intellectual Property.

(a) All distance learning and other educational materials developed by an Adjunct Faculty Member will be owned by that employee (even when a stipend is paid).

(b) The District will have the right to use such material for courses offered directly by the District at no cost to the District.

(c) The Adjunct Faculty Member retains the right to sell or license such material.

ARTICLE VII: COMPENSATION

Section 1. Adjunct Faculty Members shall be paid on a semester contract basis. An Adjunct Faculty Member shall receive full compensation for teaching a full-term length course as specified in the schedule at the adjunct faculty member's appropriate placement on the salary schedule. (For example, an Adjunct Faculty Member who teaches a three-unit course that meets one fewer day due to a Monday holiday will receive full salary for teaching the full three-unit course.

Section 2. Adjunct Faculty Members will be paid for up to twelve hours per semester for participation at FLEX ACTIVITIES at the lab rate. Any mandatory training that exceeds a unit member's maximum compensated FLEX hours per semester shall also be paid at the lab rate.

Section 3. The District will compensate Adjunct Faculty Members at the support rate for assigned support activities related to any program. Assigned support activities must be approved by the supervising administrator and the respective Vice President in writing and must require the attendance of the adjunct faculty member. Examples of approved support activities include but are not limited to, lab preparation, assisting with safety facilitating peaceofficer POST training or fire academy training and/or other instructional assistance where a different instructor is the instructor of record.

For example, in the Public Safety Academy, an Instructor of Record shall be defined as an instructor whose name appears on a Public Safety Academy schedule, specifically BPOT 001, BPOT 002, Fire 063A and Fire 063B, and their instructional responsibilities are identical and interchangeable. These responsibilities include, but are not limited to, instruction, assessment, and correction of student performance in the technical aspects of the training and testing. For the purposes of Lab compensation, an Instructor of Record is compensated at 85% of the respective Lecture pay rate and is exempt from assignment to the Support Activities payrate.

Support Activity Assignment - Any instructor whose name appears on a Public Safety Academy schedule, specifically BPOT 001, BPOT 002, Fire 063A and Fire 063B, and on said schedule is designated for Support Activity, not to exceed one instructor per class session. For example, during an eight-hour class, one instructor may be designated for the Support Activities pay rate from 0800-1200 hours and a different instructor designated from 1300-1700 hours.

Section 4. Adjunct Faculty Members who have assignments at two or more sites on the same day will be paid mileage from site to site according to IRS regulations. Adjunct Faculty Members are responsible for submitting the appropriate forms for reimbursement within fifteen calendar days after the end of the semester.

Section 5. The District and the Association agree Adjunct Faculty Members will be paid at their lab rate for office hours to be scheduled at one half hour per week for 0.5-2.99 SIUs, one hour per week for 3-5.99 SIU's, two hours per week for 6-8.99 SIUs and three hours per week for 9 or more SIU's per week.

- (a) Teaching faculty will include the location, time and day of the week of the office hour(s) in the class syllabus and on their Load sheet.
- (b) Load sheet is to be signed by the appropriate Dean and Adjunct Faculty Member prior to starting work.
- (c) If the load drops below 3 SIU's (but greater than zero) during the semester, the Adjunct Faculty Member will continue to have one (1) office hour of eligibility.
- (d) The Adjunct Faculty Member who holds an office hour at the regular designated time will be compensated for such service even if no students are seen during this time.
- (e) Teaching faculty will decide where this office hour will be held at District sites in order to best serve the students, and in recognition of the limitations of office space. Office hours for online courses may be held online or at District sites.
- (f) Adjunct Faculty Members may request shared offices with full-time faculty on mutually agreed upon, or scheduled dates and times.

Section 6. Additional Assignments

- (a) The District will compensate Adjunct Faculty Members at the support rate for attendance at committee meetings where the committee has been created by the President and where representative adjunct faculty participation is required and assigned.
- (b) The District will compensate Adjunct Faculty Members at the support rate for attendance at shared governance committee meetings as the approved representative and for reporting information from these committees back to faculty at regularly scheduled faculty meetings.

- (c) If an Adjunct Faculty Member is requested in writing by a Dean or supervising administrator to develop new curriculum and/or provide special program planning expertise to a Dean or supervising administrator, said member shall be compensated at his/her current lab rate.
- (d) The product which is produced as a result of the assignment shall become the property of the College upon receipt of compensation.
- (e) Adjunct Faculty Members will receive a flat payment of \$1,000.00 upon completion for the online training certification/recertification for teaching distance education with prior approval of the School Dean.
- (f) If an Adjunct Faculty Member is requested in writing by a Dean or supervising administrator to complete assessment of learning outcomes, said member shall be compensated at his or her current lab rate.
- (g) All additional assignments must be approved by the appropriate Dean and Vice President. An agreement must be completed and approved with the appropriate signatures before the work commences.
- (h) Overlay Classes
 - 1. Overlay class assignments are defined as those assignments in which 2 different, scheduled courses of similar subject matter are taught in the same location, at the same designated class time, by the same faculty member.
 - 2. Overlay assignments occur because low enrollment of one or both of the courses makes offering them separately inefficient.
 - 3. Overlay assignments are for the benefit of students and the district.
 - 4. An overlay class assignment requires separate preparations, separate syllabi, and may even require different minimum qualifications.
 - a. An overlay course requires both more than one preparation and more than one syllabus, therefore the unit member shall be compensated for a total of 4 additional non-teaching hours at the lab rate.
 - 5. The additional hours are to be coded “overlay” and listed on the fully-executed load sheet. The additional hours are not SIU’s and do not affect the 67% load limit.

Section 7. Any additional compensation as defined by the Governor's part-time faculty equity fund shall be distributed.

Section 8. Salary Schedule

(a) The 2021-2022 salary schedule in **Appendix A** shall increase by two percent (2%) from 2020-2021 and is effective from the first day of the Fall term 2021 through the last day of the summer term 2022. In addition, there will be a 2.5% off- schedule payment that will be paid out after the close of the fiscal year, based on each unit member's earnings during the fiscal year. The off-schedule payment will be paid to members by July 15, 2022.

(b) The 2022-2023 salary schedule in **Appendix A** shall increase by two percent(2%) from 2021-2022 and is effective from the first day of the Fall term 2022 through the last day of the summer term 2023. In addition, there will be a 2.5% off-schedule payment that will be paid out after the close of the fiscal year, based on each unit member's earnings during the fiscal year. The off-schedule payment will be paid to members by July 15, 2023.

(c) The 2023-2024 salary schedule in **Appendix A** shall increase by two percent(2%) from 2022-2023 and is effective from the first day of the Fall term 2023 through the last day of the summer term 2024. In addition, there will be a 2.5% off-schedule payment that will be paid out after the close of the fiscal year, based on each unit member's earnings during the fiscal year. The off-schedule payment will be paid to members by July 15, 2024.

(d) There will be no reopeners for compensation or benefits through 2023-2024.

(e) New adjuncts will be placed on the Salary Schedule at Bachelor's Column Step 1 until a review of original transcripts is completed. It is the Adjunct Faculty Member's responsibility to provide official transcripts to the Office of Human Resources. All placements will be made according to **Appendix B**. Original transcripts received after six (6) weeks of the beginning of the semester will result in a column advancement the next semester assigned.

(f) All step increases will be evaluated and processed for advancement once annually at the beginning of the fall semester of each year.

(g) Summer hours and January intersession hours will be included in the number of SIU's for placement purposes, with a maximum movement on the salary schedule of one step per year.

Section 9. Definition of Parity and Parity Compensation.

Parity is defined as equal pay for equal work. Parity rate is derived from the CODFA overload/intersession rates for lecture and lab. In order to achieve Parity and maintain

it thereafter, CODAA salary schedule continues to be negotiable during agreed upon reopeners and successor agreements.

Section 10. Nursing Clinical Lab Stipend

It is recognized by the District and Association that Nursing Clinical Lab Settings are unique in their design and implementation. The training necessary to care for patients safely, coupled with the rigor and time duration in an uncontrolled environment make these Clinical Lab Settings unique. A defining characteristic of these labs is the requirement of patient safety, health, and life unlike any other lab setting. This uniqueness and the critical connection with safeguarding the well-being of individuals is done in a real-time clinical setting. Nursing adjunct faculty members, who are assigned a clinical section, shall be paid a stipend of \$154.35 multiplied by the weekly calculation of clinical hours. For example, if a faculty member is assigned to a clinical section for 13.5 hours per week, the faculty member shall be compensated 13.5 hours times \$154.35 for a total of \$2,083.73 for that semester.

Section 11. Large Class Stipends***

Stipends will be paid for lecture hour SIU's as determined at first census for that course.

| | 1 SIU | 2SIU | 3SIU | 4SIU | 5 SIU or more |
|---------------------------|-------|-------|-------|-------|---------------------|
| 35-39 students | \$150 | \$250 | \$350 | \$450 | \$550 |
| 40-44 students | \$200 | \$300 | \$400 | \$500 | \$600 |
| 45-49 students | \$250 | \$350 | \$450 | \$550 | \$650 |
| 50-54 students | \$300 | \$400 | \$500 | \$600 | \$700 |
| 55 – 59 students | \$350 | \$450 | \$550 | \$650 | \$750 |
| 60 or more students | \$400 | \$500 | \$600 | \$700 | \$800 |

Stipends are based on enrollments above the course maximum listed in the approved Course

Outline of Record, and are determined at first census. Stipend cannot exceed 10 students above the course maximum as listed in the approved Course Outline of Record.

*** A classroom may not exceed safety standards.

Section 12. Course Cancellation Fee

Adjunct Faculty unit members will be paid a \$150 stipend whenever a course is cancelled on or after the scheduled first day of class.

Section 13. Attendance at Department and/or School Meetings

Adjunct Faculty unit members are encouraged to attend School or Departmental Meetings. With the exception of School /or Departmental meetings conducted during a scheduled FLEX week, Adjunct members will be compensated at their support rate for each meeting attended. Members must sign -in on the attendance forms provided by the meeting chair. Claims for compensation shall be submitted on the form used for Adjunct Faculty Additional Assignments (e.g. SLO assessment, curriculum development and training, etc.) Request for compensation must be submitted within the same fiscal year as the hours were worked. **(See Appendix I)**

ARTICLE VIII: LEAVES

Section 1. Sick leave.

(a) An Adjunct Faculty Member must be assigned one or more SIU's to be eligible to accrue sick leave during the Fall or Spring Semester. Credit for sick leave need not be accrued prior to taking leave by the employee. Sick leave will be earned during the Fall and Spring semesters on the basis of one hour of leave for each weekly contact hour of teaching and/or one hour of leave for each hour per week in assigned non-instructional duties. For example, for a teaching assignment of six hours per week, six hours of sick leave will be accrued in the semester. For a non-teaching assignment of fifteen hours average per week, fifteen hours of sick leave will be accrued in the semester.

(b) Sick leave may be used during the college year (Fall Semester, Spring Semester, Summer Session, and Winter Intersession) in which the Adjunct Faculty Member has an assignment. Unused sick leave may be accumulated indefinitely.

(c) In any academic year, unit members may use half of the current year's annual accrual of sick leave for illness or injury of a parent, child or spouse. This provision applies only to sick leave accrued pursuant to this section in accordance with Labor Code Section 233.

Section 2. Personal Necessity Leave.

(a) An Adjunct Faculty Member may be absent from duty without loss of pay for no more than two (2) assigned days in any academic semester, session or intersession for reasons of personal necessity, with such leave charged against earned sick leave.

(b) Available days may be used for purposes deemed by the Adjunct Faculty Member to be of a compelling nature, the nature of which cannot be attended to outside of regularly scheduled duty days. Before utilization of personal necessity leave, when the leave is foreseeable, an Adjunct Faculty Member shall attempt to arrange leave at a time which is mutually acceptable to the Adjunct Faculty Member and his/her supervisor.

(c) Purposes for which personal necessity leave may be used to include:

1. Death of a person significant to the Adjunct Faculty Member;
2. An accident or emergency illness involving the Adjunct Faculty Member's person or property or the person or property of the Adjunct Faculty Member's immediate family (as defined in **Section 10. of ARTICLE III**);
3. Appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or any other order made with jurisdiction;
4. Urgent personal business which requires presence at or in a time frame which falls within the Adjunct Faculty Member's regularly scheduled assignment, and which cannot be arranged outside of the Adjunct Faculty Member's normal assignment.

Section 3. Parental Leave.

Pursuant to Education Code 87780.1, Adjunct Faculty members may take up to 12 weeks of leave at the Differential Pay Rate for an absence occasioned by the birth of a child, or the placement of child in connection with the adoption for foster care of the child by the employee as provided by the California Family Rights Act (CFRA).

The Differential Pay Rate is 50% of the Adjunct Faculty Member's pay for assigned load during the current term. Assigned load is defined as instruction for which the District

receives apportionment and/or non-instructional load limited to: counselor, librarian, and coordinator.

Adjunct Faculty Members taking this leave must have been employed for 12 calendar months (excluding Summer and Winter intersessions) prior to the start of the leave.

Parental Leave may be taken at any time during the 12 months after the birth/placement of the child.

Per 87780.1, the 12 workweeks will be reduced by any period of sick leave, including accumulated sick leave taken during a period of parental leave. An employee shall not be provided more than one 12 workweek period for parental leave during any 12-month period.

Section 4. Family Medical Leave (FMLA).

In accordance with the provisions of Government Code Section 12945.2 and the Federal Family and Medical Leave Act of 1993, each eligible Adjunct Faculty Member shall be eligible for an unpaid leave of absence, not to exceed twelve (12) working weeks (60 working days) in a twelve (12) month period for the following purposes and under the enumerated conditions. Eligible Adjunct Faculty Members shall be defined as those who have worked in a paid status during the twelve-month period immediately preceding the first day the employee will be absent on Family Care Leave. Reasons for Family Care Leave may include: Leave because of: 1) the birth of a child of the Adjunct Faculty Member, 2) the placement of a child with the Adjunct Faculty Member in connection with the adoption of that child by the Adjunct Faculty Member, 3) the serious illness of a child of the Adjunct Faculty Member, (4) the placement of a son or daughter of the employee for foster care, and (5) because of a serious health condition that makes the Adjunct Faculty Member unable to perform the functions of the position; (6) Leave to care for a parent or a spouse who has a serious health condition.

- (a) During the leave period, Adjunct Faculty Member shall retain all those employment rights to which he/she was entitled at the time leave is begun.
- (b) Family Care Leave is to be used in conjunction with and coordinated with the "Personal Necessity Leave" provided in this Article, Section 2. Personal Necessity Leave.
- (c) The District will require certification which indicates the medical necessity for requesting leave and the expected duration of such leave if the Adjunct Faculty Member is requesting leave because of a serious medical condition.

- (d) If the need for the leave is foreseeable, Adjunct Faculty Member is required to make a reasonable effort to schedule the leave at a time which would least disrupt his or her service to the College. Requests for leave should be submitted with as much advance notice as possible.

Section 5. Bereavement Leave.

A Faculty Member is entitled to three (3) calendar days of leave for the death of any member of the Faculty Member's immediate family and five (5) calendar days for the death of an immediate family member when travel out of state or of more than 350 miles one way is required. Adjunct Faculty Members shall be paid only for those assigned days which fall within the allowed days. While bereavement days do not need to be taken consecutively, they must be taken within thirty (30) calendar days.

Section 6. Jury Leave.

The Adjunct Faculty Member shall be granted paid leave for jury duty which is served and which is not voluntary (e.g., grand jury service for which a person volunteers). It shall be the responsibility of the Adjunct Faculty member to provide the District Office of Human Resources with a copy of the jury duty notice as soon as it is received. The District shall not discourage employees from accepting jury service. The District reserves the right to discuss with the Adjunct Faculty Member the practicality of seeking exemption and/or deferment when jury service would materially disrupt District operations. The District shall compensate an Adjunct Faculty Member who actually performs jury service by compensating said member for class time or scheduled non-teaching service missed due to jury service. Such compensation shall be at the hourly rate appropriate to the class(es) missed or non-teaching service not performed. The Adjunct Faculty Member shall submit to the District any fees received for jury duty, excluding travel and subsistence expenses. The District expects that the Adjunct Faculty Member shall perform his/her duties which are scheduled on the day of the jury service, but which do not conflict with the jury service.

Section 7. Subpoena Leave.

Each Adjunct Faculty Member shall be granted leave at full pay for those assigned instructional hours which are lost because of subpoena as a witness, other than as a defendant or plaintiff, in a criminal or civil trial which has resulted directly from an incident which took place during any District sponsored activity including all class and laboratory sessions, Associated Student Body sponsored events, athletic contests or required meetings held either on or off the college's campuses. Such leave shall be restricted to personal appearance under a subpoena issued by a court of competent jurisdiction, and only in matters as defined above. All leave for appearances as a witness other than those described above shall be granted only under the provisions of Section 2. Personal Necessity Leave, or, with the approval of the appropriate Dean as unpaid leave.

ARTICLE IX: HOURS OF SERVICE

Section 1. Flex Days.

Each Adjunct Faculty Member is urged to attend Flex-Day activities during those semesters in which he/she is assigned to teach (see Article VII, Section 2).

Section 2. Calculating Compensation.

For the purpose of calculating payment for service, hours shall be measured in terms of those spent in the classroom or laboratory instructing students.

| Type of Instruction | Compensation Classification |
|--------------------------------|-----------------------------|
| (a) Lecture hours - credit | Lecture |
| (b) Lab - credit | Laboratory |
| (c) Non-Credit Lecture and Lab | Laboratory |

Section 3. Calculation of Teaching Load.

All teaching loads shall be measured in Semester Instructional Units (SIU). A full-time teaching load is based on 15 SIUs per semester. Adjunct Faculty may carry a maximum of 10 SIUs per semester.

Semester Instructional Units shall be calculated upon the following ratios:

| Type of Instruction | SIU Ratio |
|----------------------------|-----------|
| (a) Lecture hours - credit | 1 = 1.000 |
| (b) Lab - credit | 1 = 0.667 |
| (c) Non-credit | 1 = 0.60 |

Section 4. Calculation of Non-teaching Load.

Non-Teaching Adjunct Faculty Members shall be compensated for each scheduled hour of service at the current laboratory hourly rate. Non-teaching faculty may work up to an average of 26.8 hours per week for a total of 469 hours per semester based on 67% of a 40-hour week for 17.5 weeks.

Section 5. Class size.

Class size norms shall be established on the Course Outline of Record.

ARTICLE X: DISTANCE LEARNING

Section 1. Distance Learning means virtual instruction in which the adjunct and student are separated by distance and interact through the assistance of communication technology.

Section 2. All teaching assignments requiring Distance Learning shall be made at the request of the appropriate Dean and with the agreement of the Adjunct Faculty Member.

Section 3. Ownership.
Issues related to ownership of materials developed for use in distance learning shall be handled by existing District policy.

Section 4. Class Size
Class size for Distance Learning sections shall be no greater than the Course Outline of Record. If the class size is not specified on the Course Outline of Record, the class size maximum shall be 45.

Section 5. Compensation/Training.

- (a) For distance learning classes, Adjunct Faculty Members shall be trained in the semester prior to a tentative assignment to teach a distance learning course. Remuneration for training shall be \$1,000.00 per Adjunct Faculty Member.
- (b) On-line Course Development Compensation: In accordance with the curriculum approval process, each Adjunct Faculty Member who initially develops an on-line course with preapproval from the Dean, shall be eligible to receive development compensation for such work in the amount of \$1500 to be paid at the end of the first semester during which said course is taught. If the course is not delivered within two semesters (i.e., developed, approved, and taught) no development compensation shall be paid. No development compensation shall be paid to any Adjunct Faculty Member who teaches an on-line course which has been developed and taught by another faculty member (full-time or adjunct).
- (c) Training: Any Adjunct Faculty Member desiring to teach an on-line course must, as a prerequisite to teaching on-line courses, complete training for such courses. The District will offer such training.
- (d) Equipment: Adjunct Faculty Members who choose to teach on-line courses must provide for their own computer hardware and Internet access.
- (e) Assignments: The development of an on-line course by an adjunct faculty member does not alter in any way the temporary employment of such Adjunct

Faculty Member. Likewise, the development of an on-line course in no way commits the District to offer said course in any future semester.

ARTICLE XI: GRIEVANCE PROCEDURES

Section 1. Purpose.

It is the intent of the parties to promote and improve their relationship by encouraging the prompt and informal resolution of questions of contract interpretation and application arising during the course of this Agreement. Accordingly, it is the purpose of this grievance procedure to provide an orderly process to resolve contractual questions and/or resulting grievances in an expeditious, amicable and equitable manner.

- (a) A “grievance” is defined as a claim that the District has misinterpreted or misapplied a provision of this Agreement and that by reason of such misinterpretation or misapplication the Adjunct Faculty Member or members have been adversely affected.
- (b) A “grievant” is the person or persons, the Association, or the Association on behalf of one or a number of unit members claiming the misinterpretation or misapplication of the Agreement.
- (c) For the purpose of pursuing a grievance, a day is any day that the District office is open.
- (d) A “supervisor” is any Administrator who has been charged with the responsibility of interpreting the Agreement and given authority to adjust grievances.

Section 2. Before proceeding to Level I, a grievant shall attempt to resolve the matter by an informal conference with the supervisor who caused the alleged grievance within fifteen (15) days of the occurrence of any facts or circumstances giving rise to the grievance. Any grievance that is not resolved at the informal level shall be processed in accordance with the following procedures.

- (a) Level I: The grievant shall reduce the grievance to writing on the appropriate form (**Appendix C**) and shall submit the grievance to the supervisor who caused the alleged grievance or designee within thirty (30) days of the events giving rise to the grievance. However, if the Administrator who caused the alleged grievance is the President, the process shall start at Step II. The grievant shall clearly and concisely state the facts surrounding the grievance and shall specify the provision or provisions of this Agreement alleged to have been

misinterpreted or misapplied and the remedy sought. The grievant shall confirm the matter was discussed at an informal conference. The grievance shall be signed and dated by the grievant. The supervisor who caused the alleged grievance or designee shall schedule and meet with the grievant and/or Association within ten (10) days of receiving the Level I Form. If the matter is not resolved, the supervisor who caused the alleged grievance or designee shall respond in writing within ten (10) days after the initial meeting. Within the period from the filing of the grievance until the written decision, either the grievant or designated representative or the supervisor who caused the alleged grievance or designee may request an additional conference to discuss the grievance.

- (b) Level II: If the grievant is not satisfied with the decision at Level I, the grievant may, within ten (10) days after receipt of the decision, or the date the decision should have been sent, appeal the decision to the President or designee. The appeal shall be in writing and shall include the original grievance and all decisions and shall state the basis for the appeal. Within ten (10) days, the President or designee shall hold a meeting with the grievant, any such representative as the grievant may appoint and any District management employee that the President or designee may appoint. Within ten (10) days of the meeting, the President or designee shall provide the grievant and the Association a written decision.
- (c) Optional Mediation: Within the time limits for appeal to Level III, the District, Grievant, or the Association on behalf of the grievant, may propose that the grievance be submitted to mediation prior to proceeding to Level III of the grievance procedure. Upon receipt of the request to submit the grievance to mediation, the District will contact the California State Mediation and Conciliation Service and request that a mediator be appointed. The mediator shall attempt to assist the parties in resolving the grievance and shall have no power to render a decision or recommendation on the grievance in the absence of a mutually agreeable resolution. All statements made during the mediation process shall be inadmissible in any future administrative or judicial proceeding. If the mediation level does not satisfactorily resolve the grievance, the Association may appeal the grievance to Level III within ten (10) days following the last mediation session.
- (d) Level III: If the Association is not satisfied with the decision at Level II or Optional Mediation, the Association may demand final and binding arbitration before a mutually selected labor arbitrator. The Association may, within the (10) days after receipt of the decision at Level II or the completion of mediation, request the California State Mediation and Conciliation Service to submit a list of seven (7) arbitrators who have had experience in public sector labor relations. The parties shall, within ten (10)

days of receipt of said list, select the arbitrator by alternately striking names from said list until one name remains. The Association shall strike first. The last person remaining (i.e., not stricken) shall then become the arbitrator. The Association shall contact the arbitrator so selected who shall contact the parties upon notification of selection and schedule and convene a closed hearing as expeditiously as possible at a time and place convenient to the parties. The arbitrator shall be bound by the following limitations:

1. The arbitrator's jurisdiction shall, absent mutual agreement by the parties to the contrary, be limited solely to the misinterpretation or misapplication of the collective bargaining agreement which adversely affects the grievant.
2. The arbitrator shall not modify the language of the collective bargaining Agreement in considering the issues properly before the arbitrator.
3. The arbitrator shall expressly confine their consideration to only those precise issues submitted and shall have no authority to consider any other issue not so submitted unless mutually agreed upon by the parties.
4. In cases of misinterpretation or misapplication of any type of salary computation, the arbitrator shall have the authority to award back pay.
5. The arbitrator shall not have the power to confer punitive damages or attorney's fees.
6. The arbitrator shall have no authority to direct the District in its exercise of managerial prerogatives. However, the terms and conditions of the Agreement shall be binding upon both the District and the Association.
7. The arbitrator shall be bound by applicable Federal, State and local law.

The cost of arbitration and any other mutually incurred costs, including the costs of a court reporter and transcript, shall be borne equally by the parties.

Review or confirmation of the arbitrator's decision, if made, shall be in accord with the terms of California Code of Civil Procedure

Section 1285, et seq.

Section 3. General Provisions

(a) Time Limits

1. The grievance must be filed within thirty (30) days of the events giving rise to the grievance or thirty (30) days from when the grievant knew or should have known of the events giving rise to the grievance.
2. Time limits provided for each level shall begin the day following receipt of the grievance appeal or written decision.
3. Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered the maximum and every effort should be made to expedite the process. The time limits may, however, be extended in writing by mutual agreement between the Association and the District. Such agreement or lack thereof to extend the grievance timelines shall not be subject to the grievance procedure. If the District does not meet the timeline, the grievance shall proceed to the next level. If the grievant or Association does not meet the timeline, the grievance is deemed to be withdrawn.
4. No reprisals of any kind will be taken by the district or by any member or representative of the administration of the Board against any grievant, any parties in interest, any bargaining unit member, the Association, or any other participant in the grievance procedures by reason of such participation.

(b) Miscellaneous

1. When it is necessary for one representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the workday, the representative shall be released without loss of pay in order to permit participation in the foregoing activities. Any faculty member who is requested to appear in such investigations, meetings, or hearings as a witness will be accorded the same right.

2. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and will not be kept in the personnel file of any faculty member.
3. A faculty member may at any time present grievances to the District, and have such grievances adjusted, without the intervention of the Association, as long as the adjustment is reached prior to arbitration and such adjustment is not inconsistent with terms of the written agreement. If any faculty member presents a grievance on their own behalf, the Association shall have the right to be present and state its views at all grievance meetings. The District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
4. The cost of arbitration and any other mutually incurred costs, including the costs of a court reporter and transcript, shall be borne equally by the parties.
5. Any grievant shall have Association representation in the grievance process upon request.

ARTICLE XII: EVALUATION

Section 1. The forms to be used in the evaluation of Adjunct Faculty Members shall be as contained in **APPENDIX D**.

Section 2. Purpose.

Adjunct Faculty Members form a vital part of community college instruction and instructional support programs. They provide unique contributions to the institution and its students because of their subject knowledge and experience. By participating in the evaluation process, adjunct faculty members have an opportunity for reviewing professional skills. The evaluation process for adjunct faculty has been designed in accordance with the language of Education Code Section 87663.

Section 3. Frequency of Evaluation.

1. New Adjunct Faculty Members will be evaluated during the first or second semester of their assignments. Continuing Adjunct Faculty Members will be evaluated at least once every three (3) calendar years. More frequent evaluations may be scheduled at the

discretion of the appropriate Dean or at the request of the Adjunct Faculty Member.

2. During any one evaluation process, classroom evaluations shall not exceed two in number.

Section 4. Responsibilities.

1. Office of Human Resources: The coordination of the process will be the responsibility of the Office of Human Resources.
2. Dean: The Dean or an administrative designee will have the responsibility for conducting the process under the supervision of the appropriate Vice President.
3. Adjunct Faculty: Adjunct Faculty Members are responsible for participating in the various components of the evaluation process in a timely fashion.

Section 5. Components.

The components of the adjunct faculty evaluation process are:

1. Pre-observation conference (Initial assignment in a discipline or program only).
2. Student evaluations.
3. Classroom/workplace observation.
4. Mandatory Self-evaluation. Unit members shall be paid for one hour at their lab rate for completion of the mandatory self- evaluation.
5. Dean's assessment.
6. Post-observation conference.

Section 6. Procedures for Classroom/Workplace Evaluations.

1. The Office of Human Resources notifies the School of the Adjunct Faculty Members to be evaluated by the end of the second week of the semester. Evaluation forms are available on the Portal or are provided by the School.
2. The Dean may arrange for a mutually agreed upon designee to conduct observations where appropriate. If mutual agreement is not reached, the Dean will conduct the observation. Faculty designees must be tenured faculty.
3. The School notifies all Adjunct Faculty Members to be evaluated that semester and

arranges an appointment for the pre-observation conference prior to the fourth week of the semester.

4. Pre-Observation Conference. (Initial assignment in discipline or program only.) The instructor is requested to bring the syllabus, handouts, assigned text(s) and readings as well as statements about the content of the course. Non-teaching faculty should discuss job descriptions, goals and objectives. This conference should take place by the fourth week of the semester.
 - a. The Dean and/or designee will meet with the new Adjunct Faculty Member to discuss the evaluation instruments and process; and
 - b. Decide on class/workplace and the date of the visitation, student evaluations and review the class syllabus, text, and/or other, materials as needed.
 - c. Non-teaching Adjuncts who do classroom presentation as part of their job responsibilities may choose between a classroom observation or a workplace observation.
 - d. For short-term classes (those that meet for less than a full semester), adjusted timelines will be mutually agreed upon at the pre-conference meeting.
5. Pre-observation contact (Continuing Adjunct Faculty only). Prior to the eighth week of the semester, the Dean and/or designee contacts the Continuing Adjunct Faculty Member to arrange class/workplace observation, student evaluation, and review the class syllabus, text and materials.
6. The Adjunct Faculty Member completes the mandatory self-evaluation.
(Form D-4)
7. The classroom/workplace observation occurs on the date established during the pre-observation conference/contact.
8. The Dean, or designee, completes the classroom/workplace observation report (**Form D-2 or Form D-3**), compiles the student evaluation data and completes the summary sheet (**Form D-1-A or D-1-B**).
9. Student Evaluations.
 - a. Classroom: The Dean or representative of the School shall distribute student evaluation forms to and collect the forms from students in the selected

class(es). Student evaluation packets are prepared consisting of a **Scantron sheet and Form D-5 (or D-5A if applicable)**. Adjuncts may choose to have student evaluations conducted more frequently, for example, once a year.

- b. Workplace: The Dean, Director, or representative shall make available student evaluation forms over a two- to four-week period of time. Forms may be made available on the service counter and collected in a secured box/envelope. Student evaluation packets are prepared consisting of a **Scantron sheet and Form D-5, D-5A, or D-9** as appropriate.
 - c. Forms shall be placed in a sealed envelope by the representative of the School Office, signed across the seal, and forwarded to the Dean for processing.
- 10. Post-Observation Conference. The Dean and designee meet with the Adjunct Faculty Member to discuss the classroom/workplace observation, student evaluations, self- evaluation, and Dean's assessment.
 - 11. Dean's assessment shall consist of all aspects of the Adjunct Faculty Member's performance, including student evaluations, classroom/workplace observation, and self-evaluation Form D-4.
 - 12. Improvement Plan. If any areas of the Adjunct's performance need improvement, the Dean may work with the Adjunct to create an improvement plan to address these areas. See "Recommendation" on Form D-2 and D-3-A.
 - 13. A copy of the completed evaluation forms is given to the Adjunct Faculty Member.
 - 14. The Dean forwards the materials to the appropriate Vice President. The Vice President shall forward the evaluation materials to the Office of Human Resources.
 - 15. The Office of Human Resources retains the original documents of the evaluation materials in the personnel file of the faculty member.

Section 7. Procedures for Online Evaluations.

- 1. The Office of Human Resources notifies the School of the Adjunct Faculty Members to be evaluated by the end of the second week of the semester. Online Evaluation forms are available on the Portal or are provided by the School. The Dean may arrange for a mutually agreed upon designee to conduct observations where appropriate. If mutual agreement is not reached, the Dean will conduct the

- observation. Faculty designees must be tenured faculty and should be DE certified.
2. The School notifies all Adjunct Faculty Members to be evaluated that semester and arranges an appointment for the pre-observation conference prior to the fourth week of the semester.
 3. Pre-Observation Conference. (Initial assignment in discipline or program only.) The instructor is requested to bring the syllabus, handouts, assigned text(s) and readings as well as statements about the content of the course. Non-teaching faculty should discuss job descriptions, goals and objectives. This conference should take place by the fourth week of the semester.
 - a. The Dean and/or designee will meet with the new Adjunct Faculty Member to discuss the evaluation instruments and process; and
 - b. The Dean and/or designee will request access to the online course being evaluated to conduct the observation, student evaluations and to review the class syllabus, text, and other materials as appropriate. The access will last for seven calendar days.
 - c. Non-teaching Adjuncts will provide access to their online activities and materials. The access will last for seven calendar days.
 - d. For short-term classes (those that meet for less than a full semester), adjusted timelines will be mutually agreed upon at the pre-conference meeting.
 4. Pre-observation contact (Continuing Adjunct Faculty only). Prior to the eighth week of the semester, the Dean and/or designee contacts the Continuing Adjunct Faculty Member to arrange access to the online course being evaluated to conduct the observation, student evaluations and review the class syllabus, text, and/or other materials as appropriate. Non-teaching faculty should discuss job descriptions, goals and objectives and arrange access to their online workplace. The access will last for seven calendar days.
 5. The Adjunct Faculty Member completes the mandatory self-evaluation. (Form D-4)
 6. The observation occurs on the date(s) established during the pre-observation conference/contact unless there is mutual agreement to reschedule the observation.
 7. The Dean, or designee, completes the Adjunct Faculty Online Evaluation Form

(Form D-3-A), compiles the student evaluation data and completes the summary sheet (Form D-1-A or D-1-B).

8. Student Evaluations:

- a. Classroom: Upon the direction of the Dean, the Distance Education Coordinator will conduct student evaluations and collect the input from students in the selected class(es). Student evaluations are prepared by the Distance Education Coordinator. Adjuncts may choose to have student evaluations conducted more frequently, for example, once a year.
 - b. Upon the direction of the Dean, the Distance Education Coordinator shall make available the student evaluations online as an anonymous survey in Canvas over a two- to four-week period of time.
 - c. Survey results will be available to the Dean.
9. Post-Observation Conference. The Dean and designee meet with the Adjunct Faculty Member to discuss the online evaluations, student evaluations, self-evaluation, and Dean's assessment.
10. Dean's assessment shall consist of all aspects of the Adjunct Faculty Member's performance, including student evaluations, online evaluation, and self-evaluation Form D-4.
11. Improvement Plan. If any areas of the Adjunct's performance needs improvement, the Dean may work with the Adjunct to create an improvement plan to address these areas. See "Recommendation" on Form D-2 and D-3-A.
12. A copy of the completed evaluation forms are given to the Adjunct Faculty Member.
13. The Dean forwards the materials to the appropriate Vice President. The Vice President shall forward the evaluation materials to the Office of Human Resources.
14. The Office of Human Resources retains the original documents of the evaluation materials in the personnel file of the faculty member.

Section 8. Appeal Process.

If the Adjunct Faculty Member believes that the evaluation prepared by the School Dean or Designee was influenced by bias, discrimination, or retaliation, the Adjunct Faculty

Member may file a written appeal to the appropriate Vice President within fourteen (14) calendar days following the post-observation conference. A final determination will be made by the Vice President. The decision of the Vice President shall be final. Appeal(s) shall be attached to the evaluation.

ARTICLE XIII: NON-DISCRIMINATION

Section 1. The District and the Association agree that they shall not unlawfully discriminate against Adjunct Faculty because of race, color, religion, ancestry, national origin, age, sex, sexual orientation, marital status, medical condition or physical disability.

Section 2. The District agrees that it will not discriminate against any employee or applicant for employment in any term or condition of employment as provided in this Agreement because of race, color, religion, ancestry, national origin, age, sex, sexual orientation, marital status, medical condition or physical disability.

Section 3. The District agrees that it shall not discriminate nor take any disciplinary action against any member of the unit on the basis of race, color, religion, ancestry, national origin, age, sex, sexual orientation, marital status, medical condition or physical disability, political affiliation, exercise of rights guaranteed by this Agreement, or membership and/or participation in the activities of the Association.

Work rules designed to implement this Agreement shall be uniform in application and effect.

Section 4. The District and the Association agree that “physical or mental disability” shall mean any injury or illness as defined under the Americans with Disabilities Act or the Fair Employment and Housing Act which would require an individual employee to receive “reasonable accommodation” under the law.

Section 5. The District recognizes that it is only concerned with Adjunct Faculty Members’ professional life, and that an employee’s private life is of no legitimate concern to the District.

ARTICLE XIV: REEMPLOYMENT PROCESS

Section 1. In all cases, unit member assignments shall be temporary in nature, contingent on enrollment and funding, and subject to program changes, and no unit member shall have reasonable assurance of continued employment at any point, irrespective of the status, length of service, or reemployment of that unit member.

Section 2. Unit members are hired on a semester or hourly basis for up to a maximum of 67% of a full-time assignment.

Section 3. Nothing in this article shall be construed to alter existing Collective Bargaining Agreements with respect to first setting priority for full-time faculty members.

Section 4. The District has the right to create the catalog and scheduling based on the needs of the programs, students, and District.

Section 5. Any unit member working in an assignment that is cancelled does not have the right to displace any other faculty member from an assignment.

Section 6. Grandparenting Clause: Unit members who were employed in Fall 2017 will be placed on the unit member Reemployment List if all of the following criteria are met:

- a. Taught at least one course (or the equivalent for non-teaching faculty) for (6) semesters during the previous six (6) years (Fall 2011-Spring 2017);
- b. Taught at least one course (or the equivalent for non-teaching faculty) within the past three (3) semesters; and
- c. The most recent evaluation received was overall “satisfactory,” “good”, or “excellent”.

Section 7. Unit members who do not have reemployment preference as of Fall 2020 become eligible for reemployment preference upon all of the following:

- a. completion of seven (7) semesters of employment (summer and intersession excluded) within nine consecutive semesters;
- b. of the seven (7) semesters, at least four were for a load of at least 40% (6 SIUs); and
- c. evaluation ratings of overall “good” or “excellent” in each semester that counts toward reemployment preference status in which the unit member is evaluated, and no individual rating of “needs improvement” in the most recent evaluation that counts toward reemployment preference status.

Unit members who are on the list as of Fall 2020 maintain their placement. The revised rehire preference criteria adopted in this article shall first be applied to the scheduling of work in Spring 2021.

7.1 Effect of Discipline on eligibility for reemployment preference.

Any semester in which a unit member who has not achieved reemployment preference

status and who has been subject to discipline that has been sustained through the applicable discipline process established in Section 14.3 shall not be counted toward achieving reemployment preference status.

Section 8. To facilitate the unit member reemployment process, the District will:

- a. Maintain the Reemployment List of unit members based on the start date of the semester/term of their initial unit member assignment. All unit members initially hired in a semester/term will have their reemployment order determined by a one- time lottery at the time of hire.

For non-instructional unit members, placement on the list is based on initial start date. If there are two or more unit members who have the same start date, and who are eligible for the same assignment, reemployment order will be determined by a one-time lottery at the time of hire.

This list will be updated at the close of each Fall and Spring semester by the District and provided via email to the CODAA President and all academic deans no later than two weeks after the completion of the semester.

1. Unit members who lose reemployment preference pursuant to Section 11 will maintain their original placement on the Reemployment List unless they are removed from the list due to a break in service, in which case their revised start date will be their start date upon returning to the District.
- b. Maintain a database of the unit members' Discipline assignments and a database of the non-teaching program assignments (such as general counseling, special program counseling, library). If the unit member teaches/works in a different Discipline, or program assignment, there will be a separate reemployment list for each Discipline. This list will be updated at the close of each Fall and Spring semester by the District and provided via email to the CODAA President and all academic deans no later than two weeks after the completion of the semester.
- c. Evaluate unit members per Article XII.

Section 9. Prior to assigning classes or hours to unit members for the upcoming semester/term, the District will:

1. Request unit members submit their availability (Appendix G) via College of the Desert email for the semester/term being scheduled prior to October 1 for Winter Intersession and Spring Semester and March 1 for Summer

Intersession/Fall.

- i. Unit members will have a minimum of fourteen (14) calendar days from the date of the email to submit their availability form via email to the Dean's Office.
- ii. If the unit member does not submit their availability form prior to the deadline, the District is not required to consider the part-time faculty for the current semester/term.

Section 10. Load Assignment Process

10.1 In order of consideration as set forth in this section, and subject to the availability of units/hours for unit members to work, all unit members who have achieved rehire preference status shall be assigned the amount of load they have requested pursuant to Section 9 as long as the request does not exceed the legal maximum of 67% of a full-time load. It is understood that the District is not required to create or split any assignment or course in order to provide a unit member with requested load.

10.1.1 Assignments as described above in 10.1 are made in the following order of consideration with the scheduling supervisor first considering the most senior unit member on the Reemployment List, determining if the unit member has:

- (1) Recent teaching in the Discipline and modality, or recent program assignment for non-instructional unit members. Recency is based on the past three (3) semesters of employment;
- (2) Courses/program areas of experience; and
- (3) Availability as submitted pursuant to Section 9.

For each individual class, the assignment of that class shall be given to the most senior unit member who meets the above criteria, taking into consideration information provided on the Appendix G form up to the amount of work as described in 10.1.

Section 11. Unit members shall be removed from the Reemployment List for any of the following reasons:

- a. Declining three offers of employment within the past six (6) semesters. An assignment cancellation, accepting some but not all of an offered assignment, a medical leave, or any other approved leave of absence as

- defined in Article VIII does not count as a break in service.
- b. Advising the School Dean, or designee, in writing that they are no longer available for part-time employment.
 - c. Receiving an overall “needs improvement” evaluation (Article XII), an Improvement Plan, and a reevaluation in the next semester that the unit member receives an assignment with a rating of “needs improvement” in any category that was rated “needs improvement” in the initial evaluation.
 - d. Discipline other than dismissal. Discipline shall be for cause, as set forth in Section 14 of this Article.

Unit members who lose reemployment preference shall be placed back in the unit member pool, and can re-earn reemployment preference after being removed from the Reemployment List by successful completion of the requirements of Section 7.c above.

11.1 A unit member who is being considered for removal from the Reemployment List will be notified in writing by the Dean or Director a minimum of thirty (30) days prior to removal.

Section 12. Stipend activities are not to be included in Teaching/Work Load history.

Section 13. All procedural activities by an Administrator regarding assignment of a unit member shall be subject to appeal, or to any available grievance procedure provided in the Collective Bargaining Agreement between the College of the Desert Adjunct Association and the Desert Community College District.

Section 14. Discipline and Dismissal Process

14.1 Employment Actions Not Covered

- a. *Authority to Give Feedback, Guidance and Direction:* Nothing in this Section shall impede the existing authority of the District to provide direction, feedback or guidance to the unit member in the performance of the unit member’s duties.
- b. *Dismissal of Unit Members Without Reemployment Preference Rights:* Pursuant to Education Code Section 87665, the governing board may terminate the employment of a unit member who has not acquired reemployment rights under this Article at its discretion, at the end of a day or week, whichever is appropriate. The decision to terminate the employment is not subject to judicial review except as to the time of termination. It is understood that this right to terminate a unit member

without cause does not permit termination based on an unlawful reason, including but not limited to unlawful discrimination or retaliation.

14.2 Cause for Discipline

Cause for discipline means any of the causes for discipline set forth in California Education Code Section 87732.

14.3 Rights Regarding Discipline

Unit members or their CODAA representative on their behalf shall have the following rights regarding discipline:

1. *Written, Reprimand:* Documentation by the supervisor of a unit member's unacceptable behavior or actions. Such a reprimand can be placed in the unit member's Personnel file after the unit member has been given the opportunity to respond to its contents. The unit member must respond to a written reprimand within 30 days. Both the written reprimand and the response shall be placed in the Personnel file simultaneously. If no response is received within 30 days, the District may place the written reprimand in the unit member's Personnel file. The content of a written reprimand is not subject to the grievance process.
- b. *Remedial Training:* Remedial training that is located at the District or online, with cost of training paid for by the District, and scheduled during the unit member's regular work hours, is not subject to challenge.
- c. *Suspension or Termination of Employment:* Unit members with rehire preference status may be suspended or terminated by the District for:
 - Commission of an act which is cause for discipline per Education Code 87732
 - Immoral or unprofessional conduct
 - Dishonesty
 - Unsatisfactory performance
 - Evidence unfitness for services
 - Physical or mental condition that makes them unfit to instruct or associate with students
 - Persistent violation of, or refusal to obey, the school laws of the state or reasonable regulations prescribed for the government of the community colleges by the board of governors or by the governing board of the community college district employing them

- Conviction of a felony or of any crime involving moral turpitude

A unit member who is subject to suspension or termination for cause pursuant to Section 14 shall be entitled to the following process:

- i. The unit member shall receive a pre-discipline Skelly Notice and opportunity to respond orally or in writing to the charges.
- ii. If after considering the employee's response, the District determines to proceed with discipline, the member shall receive a final discipline notice that includes the causes, evidence relied upon and effective date.
- iii. This shall constitute the entire administrative process available to the employee. The grievance procedure shall not be available.
- iv. Nothing in this article precludes a member from accessing any external remedies available at law.

ARTICLE XV: SAFETY

Section 1. Mutual Responsibilities to Maintain a Safe Work Environment

- 1.1 The District will maintain a safe, hygienic, and sanitary working environment as defined by law and regulations and no unit member will be required to work in unsafe conditions or to perform tasks that endanger their health, safety, or well-being to the extent mandated by law. The District will take prompt corrective action to eradicate all known cases of toxins and hazards to the extent mandated by law.
- 1.2 The District will take seriously, investigate, and take reasonable action to resolve all reported cases of harassment, bullying, threats, and violence in a timely manner.
- 1.3 The District, CODAA and each unit member will cooperate in the objective of eliminating accidents and health hazards.
- 1.4 The District and unit members shall comply with Cal OSHA and other applicable industry regulations and standards within each program.
- 1.5 The District will notify those affected when there are potential physical dangers to the extent mandated by law. The District will provide for fast and reliable emergency response systems.

Section 2. District Safety Committee

- 2.1 There shall be a District Safety Committee, which shall meet regularly to review safety conditions in the District and make recommendations to improve

the safety of the College.

- 2.2 CODAA shall have the right to appoint two members to serve on the District Safety Committee.
- 2.3 Questions by Adjunct Faculty Members concerning potentially unsafe conditions shall be conveyed to Association appointed member of the Environmental Health and Safety Committee who in turn shall present them for hearing by the Committee. Concerns expressed by Adjunct Faculty Members shall be discussed by the Committee only while an appointed Association member of the Committee is present.

Section 3: Safety Training

- 3.1 Schedule of Training.
- 3.2 Student Safety Instruction. Following the training and in accordance with the course description, unit members assigned to said courses shall instruct the students as to the proper use and handling of hazardous materials, chemicals and/or dangerous equipment.
- 3.3 Optional Training. The District shall offer annual training, which can count towards FLEX, for all members regarding threatening student conduct and the role of the District Assessment Care Team

Section 4. Procedures in Event of Threats to Physical Safety in the Classroom

- 4.1 If in the judgment of the unit member, an incident occurs in the classroom or laboratory that poses an immediate, serious threat to the physical health or safety of the unit member, students or staff, the unit member may cancel the class session(s) until the emergency has been alleviated.
- 4.2 In the event that a unit member cancels class pursuant to this section, the unit member shall take the following steps as soon as it is safe to do so:
 - 4.2.1 Follow the “Emergency Response Guide” of COD (posted in each classroom or work area); and
 - 4.2.2 Report the emergency to the unit member’s immediate supervisor, to be followed by a written report within 24 hours. The immediate report should be by the means most likely to reach the supervisor quickly, consistent with the customary methods of communication between the unit member and supervisor. The immediate report should include: the class impacted; the nature of the emergency; and confirmation that 911 was called. If the communication is written (e.g. email or text) it should clearly indicate in the subject line and/or first sentence that it relates to an emergency situation.

Section 5. Health and/or Safety Complaints and Concerns

Unit members shall make all health and/or safety complaints or concerns in writing to their direct supervisor, except those involving student conduct which are addressed in Section 6, below. No unit member shall be retaliated against for filing a health or safety complaint.

Section 6. Safety Issues Involving Student Conduct

6.1 Faculty Rights and Responsibilities Regarding Removal of Students

In accordance with the Education Code, a faculty member may remove a student from his/her class for the day of the incident causing the removal, and the next class meeting, for conduct that disrupts the instructional environment or otherwise violates the College's Student Code of Conduct. The member shall immediately report all such removals to their immediate supervisor.

Administration shall consult with the member after which:

- a) the student shall be returned to class
- b) the case is processed under the student code of conduct, and/or
- c) referred to the District Assessment and Care Team

6.2 Reports of Immediate Threats or Actual Incidents of Violence or Property Destruction

Any unit member or administrator who witnesses a student make a real or implied threat or actual incidence of bodily injury or property destruction must report immediately the incident or threat to 911 or Campus Public Safety depending on the severity, and to the unit member's immediate supervisor.

6.3 Procedures to Address Member Safety

The following steps shall be taken where student misconduct involves threats or other unsafe conduct directed toward a unit member:

A. Unit members are responsible for alerting their immediate supervisor, in writing, if they believe that student conduct poses a threat to their personal safety. Where such notice is provided, the following steps shall be taken in conjunction with the steps being taken to address the student's conduct (e.g., discipline, non-disciplinary corrective measures, and/or remediation consistent with the Student Code of Conduct.)

1. The Unit Member shall be interviewed as part of any investigation into the alleged misconduct.

2. The Unit Member shall be kept informed of the investigatory findings, recommended discipline (if any), and other corrective actions (if any).
3. If resolution of the matter includes expulsion or a long-term suspension for conduct that involved a direct threat toward a member, the Vice President of Human Resources or designee will meet with the member to discuss any on-going safety concerns and possible steps to address those concerns (e.g. an employer-obtained restraining order; escort on campus; movement of office or classroom; etc.)
4. If resolution of the matter involves the student's continued presence on campus, or return to campus after a suspension imposed by the member or the College, the Vice President of Human Resources or designee shall meet with the faculty member in advance of the student's return to class to discuss and address any on-going safety concerns, and to clarify the member's rights and responsibilities.

ARTICLE XVI: COMPLAINT PROCEDURE

Section 1. Complaints involving charges of sexual harassment, crime (whether misdemeanor or felony), or charges of discrimination are explicitly excluded from consideration under this Article. Such charges shall be pursued under appropriate laws, policies and procedures.

Section 2. Complaints by students which fall within the purview of District Student Grievance Procedures shall be processed and investigated under that procedure and shall not be subject to the provisions of this Article. Any subsequent disciplinary action resulting from the Student Grievance Procedures will be discussed with the Adjunct Faculty Member in a separate meeting and the Adjunct Faculty Member will be given the opportunity to have a union representative present; no Member shall be disciplined without just cause.

Section 3. Any complaint about an Adjunct Faculty Member shall be immediately investigated by the President or designee. If the complaint appears to have substance, the complaint and the name of the person making the complaint should generally be provided to the Adjunct Faculty Member within fourteen (14) calendar days of receipt of the complaint.

Section 4. The complaint and the results of the investigation conducted by the President or designee shall be put into writing. If the investigation appears to substantiate the complaint, as soon as possible after such determination has been made, the President or designee shall meet with the Adjunct Faculty Member to discuss the issues which seem to be involved. The Adjunct Faculty Member may be represented by the Association during this meeting.

Section 5. If, after the meeting prescribed in **Section 4**, there appears to be cause, the person making the complaint shall meet with the President or designee and the Adjunct Faculty Member in an attempt to further understand the complaint or to respond to the complaint and reach a settlement. The Adjunct Faculty Member may be represented by the Association during this meeting.

Section 6. If the complaint cannot be settled to the satisfaction of all parties during the meeting provided for in **Section 5**, the Adjunct Faculty Member may prepare a written response to the complaint. The response shall be attached to the complaint.

The complaint and the Adjunct Faculty Member's response shall be placed in the Adjunct Faculty Member's Personnel file.

Section 7. At any point at which the complaint is judged to be untrue or unsubstantiated, all records of the complaint shall be removed from the personnel file.

ARTICLE XVII: MODIFIED RETURN TO WORK PROGRAM

Section 1. Modified work assignments are temporary light duty assignments that allow Adjunct Faculty Members who suffer a work injury or illness to progress to full-duty status. A modified return-to-work program is a cost containment tool which allows an Adjunct Faculty Member to return to work under conditions set forth herein.

Section 2. In those instances where an Adjunct Faculty Member has a work injury or suffers from a work-related illness and is under the care of a physician, and the Adjunct Faculty Member is released to return to work with restrictions, every effort will be made to find a temporary work assignment for the employee which is consistent with the work restrictions.

Section 3. A representative from the Office of Human Resources will meet with the Adjunct Faculty Member and the supervisor to determine if the Adjunct Faculty Member can return to his/her regular job within the restrictions or if a temporary light duty assignment is available within the District which the Adjunct Faculty Member can perform. If the Adjunct Faculty Member can perform in a modified assignment, the Adjunct Faculty Member will complete a temporary modified return-to-work statement which will detail the duties he/she will perform during this period. If no modified assignments can be found, the Adjunct Faculty Member will be placed on temporary disability, sick leave, or other available appropriate leave (as provided within this Agreement) until an appropriate modified position (within the work restrictions) is found, or until restrictions are lifted and the Adjunct Faculty Member can return to work.

Section 4. If an Adjunct Faculty Member refuses a modified work assignment which is consistent with the restrictions imposed by his/her physician, no temporary disability benefits will be paid. If the Adjunct Faculty Member is unable to return to work in any capacity as a result of a work injury or illness, the District retains the right to request verification (at least once a month) that the Adjunct Faculty Member is unable to return to work in any capacity.

ARTICLE XVIII: COOPERATIVE WORK EXPERIENCE PROGRAM

Section 1. Expectations.

Adjunct Faculty Members who participate in the Cooperative Work Experience program will be expected to do the following:

1. Attend an orientation session and program meetings.
2. Maintain appropriate student records.
3. Initiate and complete all of the specified components of the program.
4. Complete and submit all appropriate forms and student grade to Cooperative Work Experience Office by designated deadline.

Section 2. Program Components.

1. Meet with student at campus site for first counseling session to assist in development of objectives. Such objectives must be written in a measurable format.

2. Conduct first job site visit and meet with student and supervisor. Obtain agreement with supervisor and student which results in sign-off for objectives on appropriate form.

3. At end of course, conduct second job site visit and obtain completed self-evaluation from student. Visit supervisor at job site and obtain supervisor's evaluation of student's completion of objectives.

4. Meet with student for second counseling session to finalize evaluation, discuss self-evaluation, and determine if objectives were met. Assign grade to student, using appropriate format.

Section 3. Compensation.

Any Adjunct Faculty Members who participate in the Cooperative Work Experience

Program will be compensated for four (4) hours per student at the unit member's current hourly lecture rate. This amount shall be paid regardless of the number of units of Work Experience in which the student has enrolled. The payment shall be inclusive and shall be considered compensation for all work connected with this assignment. Travel within the District (i.e. travel to/from a district site to a work site) is expected and reimbursement for mileage at the current rate shall be given for such travel. Payment for services shall occur at the end of the semester. All expectations must be satisfied and paperwork must be completed and submitted to the appropriate offices before payment will be authorized.

In the event a student exits the program prior to the end of the semester or the Adjunct Faculty Member fails to complete the assignment, the payment will be prorated based upon program components already rendered. This will be based on the program components completed in the semester.

Section 4. Calculation of Load.

All Cooperative Work Experience assignments shall be included in the calculation of the Adjunct Faculty Member's load, which shall not exceed 67% of a full-time faculty load or 10 SIU's per semester. The load shall be calculated as follows:

1 Student = .14 SIU

5 Students = .7 SIU

7 Students = 1.0 SIU

ARTICLE XIX: CONCERTED ACTIVITIES

Section 1. The Association hereby agrees that there will be no strike, sympathy strike, work stoppage, slow down, refusal or failure to fully and faithfully perform job functions and responsibilities or other concerted action or refusal to perform job functions and responsibilities by the Association, its members, its officers or agents during the term of this Agreement.

Section 2. The District shall not engage in a lockout or participate in any other activity which obstructs the collective bargaining process during the term of this Agreement.

ARTICLE XX: ORGANIZATIONAL SECURITY

Section 1. The Association shall have the sole and exclusive right to have membership dues deducted for Adjunct Faculty Members who are members of the bargaining unit.

Section 2. All members of the unit who are members of the Association on the effective date of this Agreement or who become members of the Association during the term of the Agreement shall maintain membership status during the term of this Agreement.

Section 3. CODAA members' dues will be deducted from paychecks. The District will use due diligence in collecting said dues.

ARTICLE XXI: HEALTH BENEFITS

Section 1. The District is not in a position to provide health benefits at this time.

Section 2. There will be two (2) voting members of the Adjunct faculty appointed by the College of the Desert Adjunct Association to the Health and Welfare Committee (see Appendix F).

ARTICLE XXII: TUITION REIMBURSEMENT

Section 1. Tuition Reimbursement for Unit Members and their Dependents

Effective the semester ratification of this agreement occurs, the following parameters for tuition reimbursement for College of the Desert (COD) classes, by the District to the unit member will be in effect:

- 100% of the registration fee will be reimbursed upon successful completion of the COD class(es). Successful completion is a 2.0 or better in credit courses, or a pass in pass/fail courses.
- Reimbursement is at in-state tuition costs.
- A written reimbursement request must be submitted to Human Resources within 60 calendar days of completion of the class(es). Payments made on first come, first served basis. Said Reimbursement will be paid within 60 calendar days of submission.
- Dependent pertains to spouses/domestic partners and children between the ages of 17 and 24 and must be birth, adopted, foster, ward, or step children of the unit member.
- Financial aid and scholarships will be applied prior to tuition reimbursement.

- Unit members with six or more semesters of service at COD are eligible for the reimbursement for themselves and or their dependent(s).
- Unless otherwise negotiated, each academic year's budget for CODAA reimbursements is \$20,000 commencing the semester this agreement is ratified. If there is a remaining balance, it is not rolled over to the next academic year.

ARTICLE XXIII: ENTIRE AGREEMENT

Section 1. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that all the understandings and agreements arrived at between the parties after the exercise of that right and opportunity are set forth in this agreement.

Section 2. It is understood and agreed that the specific provisions contained in Center justify this Agreement shall prevail over present and past District practices, procedures and regulations, and to the extent permitted by State law.

ARTICLE XXIV: AGREEMENT CONDITIONS AND DURATION

Section 1. This Agreement, when ratified and executed by each party hereto, shall constitute the sole agreement between them. Any modification or amendment of this Agreement must be made by and between the parties hereto in writing and executed by each party hereto.

Section 2. If any provision of this Agreement is or shall be at any time contrary to law, such provision shall be inoperative. All other provisions shall remain in effect.

Section 3. This agreement shall take effect upon ratification, and shall remain in effect through June 30, 2024. However, the terms and conditions of the current Agreement will remain in force until the ratification of a successor agreement.

APPENDIX A

ADJUNCT SALARY SCHEDULE



ADJUNCT FACULTY **Salary Schedule 2021 – 2022**

| Step | SIU's Earned | Rate Type | Bachelor Rate | Master Rate | Doctorate Rate |
|---------------|--------------|--------------------|---------------|-------------|----------------|
| Step 1 | 0 - 17 | Lecture | 62.152 | 65.391 | 68.821 |
| | | Lab | 52.830 | 55.585 | 58.498 |
| | | Support Activities | 37.289 | 39.235 | 41.293 |
| Step 2 | 18 - 35 | Lecture | 65.391 | 68.821 | 72.453 |
| | | Lab | 55.585 | 58.498 | 61.590 |
| | | Support Activities | 39.235 | 41.293 | 43.474 |
| Step 3 | 36 - 53 | Lecture | 68.821 | 72.453 | 76.243 |
| | | Lab | 58.498 | 61.590 | 64.806 |
| | | Support Activities | 41.293 | 43.474 | 45.746 |
| Step 4 | 54 - 71 | Lecture | 72.453 | 76.243 | 80.269 |
| | | Lab | 61.590 | 64.806 | 68.225 |
| | | Support Activities | 43.474 | 45.746 | 48.163 |
| Step 5 | 72 + | Lecture | 76.243 | 80.269 | 84.463 |
| | | Lab | 64.806 | 68.225 | 71.790 |
| | | Support Activities | 45.746 | 48.163 | 50.682 |



ADJUNCT FACULTY **Salary Schedule 2022 - 2023**

| Step | SIU's Earned | Rate Type | Bachelor Rate | Master Rate | Doctorate Rate |
|---------------|--------------|--------------------|---------------|-------------|----------------|
| Step 1 | 0 - 17 | Lecture | 63.395 | 66.699 | 70.197 |
| | | Lab | 53.887 | 56.697 | 59.668 |
| | | Support Activities | 38.035 | 40.020 | 42.119 |
| Step 2 | 18 - 35 | Lecture | 66.699 | 70.197 | 73.902 |
| | | Lab | 56.697 | 59.668 | 62.822 |
| | | Support Activities | 40.020 | 42.119 | 44.343 |
| Step 3 | 36 - 53 | Lecture | 70.197 | 73.902 | 77.768 |
| | | Lab | 59.668 | 62.822 | 66.102 |
| | | Support Activities | 42.119 | 44.343 | 46.661 |
| Step 4 | 54 - 71 | Lecture | 73.902 | 77.768 | 81.874 |
| | | Lab | 62.822 | 66.102 | 69.590 |
| | | Support Activities | 44.343 | 46.661 | 49.126 |
| Step 5 | 72 + | Lecture | 77.768 | 81.874 | 86.152 |
| | | Lab | 66.102 | 69.590 | 73.226 |
| | | Support Activities | 46.661 | 49.126 | 51.696 |



ADJUNCT FACULTY
Salary Schedule 2022 - 2023

| Step | SIU's Earned | Rate Type | Bachelor Rate | Master Rate | Doctorate Rate |
|---------------|--------------|--------------------|---------------|-------------|----------------|
| Step 1 | 0 - 17 | Lecture | 64.663 | 68.033 | 71.601 |
| | | Lab | 54.965 | 57.831 | 60.861 |
| | | Support Activities | 38.796 | 40.820 | 42.961 |
| Step 2 | 18 - 35 | Lecture | 68.033 | 71.601 | 75.380 |
| | | Lab | 57.831 | 60.861 | 64.078 |
| | | Support Activities | 40.820 | 42.961 | 45.230 |
| Step 3 | 36 - 53 | Lecture | 71.601 | 75.380 | 79.323 |
| | | Lab | 60.861 | 64.078 | 67.424 |
| | | Support Activities | 42.961 | 45.230 | 47.594 |
| Step 4 | 54 - 71 | Lecture | 75.380 | 79.323 | 83.511 |
| | | Lab | 64.078 | 67.424 | 70.982 |
| | | Support Activities | 45.230 | 47.594 | 50.109 |
| Step 5 | 72 + | Lecture | 79.323 | 83.511 | 87.875 |
| | | Lab | 67.424 | 70.982 | 74.691 |
| | | Support Activities | 47.594 | 50.109 | 52.730 |

APPENDIX B

FACULTY SALARY SCHEDULE PLACEMENT

Appendix B
Faculty Salary Schedule Placement:

| Column | Definition |
|---------------|--|
| Bachelor's | Minimum employment as an instructor with a Bachelor's Degree or less in a subject matter taught at the community college level; or employment as an occupational instructor with minimum qualifications for employment as an occupational education instructor or meet the Minimum Qualifications for Faculty and Administrators in California Community Colleges or equivalent. |
| Master's | Master's Degree in the subject matter taught or related according to Minimum Qualifications for Faculty and Administrators in California Community Colleges or equivalent. |
| Doctorate | Earned Doctor's Degree from an approved, accredited university Degree in the subject matter taught or related according to Minimum Qualifications for Faculty and Administrators in California Community Colleges or equivalent. |

All units must be verified through original transcripts from an accredited institution as provided by Title V Section 53406.

APPENDIX C

GRIEVANCE FORMS

CODAA GRIEVANCE FORM – LEVEL I

Refer to *Article XI: Grievance Procedures* for complete information regarding the grievance procedures timelines.

Grievant's Name _____ Contact Phone Number _____

Grievance Number _____ Immediate Supervisor _____

Date of Informal Discussion with Immediate Supervisor (must be within 10 work days of the occurrence of the event leading to this grievance): _____

INSTRUCTIONS: This form must be filed with the appropriate **immediate supervisor within 20 days** of the events giving rise to the grievance or 20 days from when the grievant know or should have known of the events giving rise to the grievance. Additional sheets may be attached to this form if space is not adequate.

1. Date on which it was learned that an alleged misinterpretation, or misapplication of a specific provision of the Agreement occurred. _____
2. Indicate the specific article(s) and section(s) of the Collective Bargaining Agreement alleged to have been violated or misinterpreted or misapplied?
3. Provide a clear and concise statement of facts giving rise to the alleged grievance including the date and any witnesses. Indicate how the event or situation was a misinterpretation or misapplication of the agreement.
4. Indicate the reasons why the grievant was not satisfied with the results of the informal discussion.
5. Indicate the remedy or correction requested.

6. Grievant's Signature _____ Date _____

7. Scheduled meeting with immediate supervisor or designee and the Grievant and/or Association within 10 days of receipt of this form Date _____

8. Outcome: _____ Resolved _____ Date _____

_____ Not Resolved –
immediate supervisor or designee provides written
response in 10 days Date _____

Attach written response to this form.

9. Immediate Supervisor or Designee's Signature _____ Date _____

CODAA GRIEVANCE FORM – LEVEL II

Refer to *Article XI: Grievance Procedures* for complete information regarding the grievance procedures and timelines.

Faculty Member's Name _____ Contact Phone Number _____

Grievance Number _____ Immediate Supervisor _____

Date of Receipt of
Decision for Level I _____

INSTRUCTIONS: This form must be filed with the **President or designee within 10 days** after receipt of decision for Level I or within 10 days of the date the decision should have been sent, by the immediate supervisor. The appeal shall be in writing and include the original grievance and all decisions. **Additional sheets may be attached to this form if space is not adequate.**

1. State the basis for the appeal.

2. Indicate the remedy or correct requested.

3. Grievant's Signature

Date

4. Scheduled meeting with President or designee,
and the Grievant and/or Association within 10 days

Date of
Meeting _____

5. Outcome

_____ Resolved

Date _____

_____ Not Resolved. Written response in 10 days of meeting

Date _____

Attach written response to this form.

6. President's or Designee's Signature

Date _____

CODAA GRIEVANCE FORM – LEVEL III ARBITRATION

Refer to *Article XI: Grievance Procedures* for complete information regarding the grievance procedures and timelines.

Faculty Member's Name _____ Contact Phone Number _____

Grievance Number _____ Immediate Supervisor _____

Date of Receipt of
Decision for Level II _____

Date of Last Mediation
Session, if applicable _____

INSTRUCTIONS: This form must be filed with the **Office of Human Resources within 10 days after receipt of the decision for Level II or within 10 days of the last mediation session.** The request for arbitration shall be in writing and include the original grievance and all decisions from Level I and II.

1. CODAA requests that this grievance be submitted to Level III Arbitration.

CODAA President or Designee Signature

_____ Date _____

2. Received by Office of Human Resources _____ Date _____

3. Name of Arbitrator Selected _____

4. Date(s) of Arbitration _____

Attach final decision of Arbitrator to this form.

CODAA GRIEVANCE FORM – REQUEST FOR OPTIONAL MEDIATION

Refer to *Article XI: Grievance Procedures* for complete information regarding the grievance procedures and timelines.

Grievant's Name _____ Contact Phone Number _____

Grievance Number _____ Immediate Supervisor _____

Date of Receipt of
Decision for Level II _____

INSTRUCTIONS: This form must be filed with the **Office of Human Resources** **within 10 days** after receipt of the decision for Level II. The request for mediation shall be in writing and include the original grievance and all decisions from Level I and II.

1. I request that this grievance be submitted to mediation prior to proceeding to Level III of the grievance procedure.

Grievant's Signature

_____ Date _____

2. Received by Office of Human Resources _____ Date _____

3. Name of Mediator Selected _____

4. Date(s) of Mediation _____

5. Date of Last Mediation Session _____

6. Outcome

_____ Resolved _____ Date _____

_____ Not Resolved _____ Date _____

In the absence of a mutually agreeable resolution, all statements made during the mediation process shall be inadmissible in any future administrative or judicial proceedings. If the mediation level does not satisfactorily resolve the grievance, the grievant may appeal to Level III within 10 days following the last mediation session.

APPENDIX D

EVALUATION FORMS

FORM D-1-A
TEACHING ADJUNCT FACULTY EVALUATION

SUMMARY FORM

ADJUNCT FACULTY _____

SCHOOL _____

LAST EVALUATED _____

DEAN _____

FACULTY DESIGNEE _____

DATE

NOTIFICATION TO ADJUNCT FACULTY _____

PRE-OBSERVATION CONFERENCE/CONTACT _____

**ALTERNATIVE TIMELINE FOR SHORT-TERM
CLASSES DETERMINED** _____

SELF-EVALUATION COMPLETED _____

CLASS OBSERVATION-SECTION # _____

STUDENT EVALUATIONS DISTRIBUTED _____

STUDENT EVALUATIONS RETURNED _____

POST OBSERVATION CONFERENCE _____

MATERIALS TO HUMAN RESOURCES _____

- * SUMMARY FORM
- * DEAN'S ASSESSMENT
- * CLASSROOM OBSERVATION REPORT
- * STUDENT EVALUATION COMPILATION
- * SELF-EVALUATION

Adjunct Faculty Member's Signature

Dean's Signature

Date

Vice President's Signature

Date

FORM D-1-B
NON-TEACHING ADJUNCT FACULTY EVALUATION

SUMMARY FORM

ADJUNCT FACULTY _____

SCHOOL _____

LAST EVALUATED _____

DEAN _____

FACULTY DESIGNEE _____

DATE

NOTIFICATION TO ADJUNCT FACULTY _____

PRE-OBSERVATION CONFERENCE/CONTACT _____

**ALTERNATIVE TIMELINE FOR SHORT-TERM
CLASSES DETERMINED** _____

SELF-EVALUATION COMPLETED _____

**CLASS PRESENTATION OBSERVATION
AND/OR
WORKPLACE OBSERVATION** _____

NON-TEACHING EVALUATIONS DISTRIBUTED _____

NON-TEACHING EVALUATIONS RETURNED _____

POST OBSERVATION CONFERENCE _____

MATERIALS TO HUMAN RESOURCES _____

- * SUMMARY FORM
- * DEAN'S ASSESSMENT
- * CLASSROOM/WORKPLACE OBSERVATION REPORT
- * STUDENT EVALUATION COMPILATION
- * SELF-EVALUATION

Adjunct Faculty Member's Signature

Dean's Signature

Date

Vice President's Signature

Date

ADJUNCT FACULTY TEACHING CLASSROOM OBSERVATION AND EVALUATION NARRATIVE FORM

Adjunct Faculty Member:

Course:

Date & Time:

Semester:

Year:

| To what extent does the Instructor demonstrate: | 1 Excellent | 2 Good | 3 Satisfactory | 4 Needs Improvement | N/A Not Observed |
|---|----------------|-----------|-------------------|---------------------------|------------------------|
| 1. Demonstrate enthusiasm about subject matter. | | | | | |
| 2. Set clear outcomes when working with students. | | | | | |
| 3. Displays a positive attitude about student success. | | | | | |
| 4. Displays behavior consistent with professional ethics. | | | | | |
| 5. Treats all individuals with respect. | | | | | |
| 6. Recognizes diverse talents and views. | | | | | |
| 7. Listens attentively and responds appropriately to students' comments. | | | | | |
| 8. Presents ideas clearly. | | | | | |
| 9. Creates a climate that is conducive to student success. | | | | | |
| 10. Lesson is relevant to course description. | | | | | |
| 11. Effectively manages student interaction to facilitate student success | | | | | |

| | | | | | |
|--|--|--|--|--|--|
| 12. Provides students with alternative ways of achieving goals | | | | | |
| 13. Encourages student engagement | | | | | |
| 14. Incorporates strategies that elicit critical thinking | | | | | |
| 15. Provides appropriate learning opportunities for students | | | | | |

Comments:

Commendations:

Recommendations: Planned professional development and/or other activities that correspond to area(s) that need improvement.

(The Adjunct Faculty Member's signature below does not indicate agreement with the content of the evaluation, only that she/he has read and understands the evaluation.)

Adjunct Faculty Member's Signature: _____ Date: _____

Dean/Designee's Signature: _____ Date: _____

CLASSROOM OBSERVATION AND EVALUATION NARRATIVE FORM FOR ADJUNCT ONLINE FACULTY

Evaluatee: _____ Course: _____

Date & Time: _____ Semester: _____ Year: _____

To what extent does the instructor demonstrate the following:

4= Excellent; 3= Good; 2= Satisfactory; 1= Needs Improvement; N/O= Not Observed

| | 4 | 3 | 2 | 1 | N/O |
|---|---|---|---|---|-----|
| <p>1. Course navigation is logical and uses Learning Management System (LMS) tools effectively.</p> <p>(Examples: the number of tools is less important than how and why the tools are being used. OEI Rubric A-4 and A-7.)</p> | | | | | |
| <p>2. There are a variety of assessment tools used in the evaluation of student learning.</p> <p>(Examples: formative and summative assessment tools used; multiple assessments frequently issued. Refer to OEI Section C.)</p> | | | | | |
| <p>3. Course is organized into manageable learning units, relevant to course description.</p> <p>(Examples: meaningfully segmented modules; structured and sequenced to aid learning and reduce cognitive load; page content is chunked, using descriptive headings and subheadings. OEI Rubric A-5 and A-6.)</p> | | | | | |
| <p>4. Outcomes are clearly identified in Assessments.</p> <p>(Examples: assessments are associated/aligned with student learning outcomes and course objectives. OEI Rubric A-2 and A3. Refer to OEI Section C.)</p> | | | | | |

| | 4 | 3 | 2 | 1 | N/O |
|---|---|---|---|---|-----|
| <p>5. Assessments incorporate critical thinking strategies and analysis.</p> <p>(Examples: as appropriate in a variety of possible assessments and/or assignments and course delivery in general. Refer to OEI Section C.)</p> | | | | | |
| <p>6. Instructor provides students with multiple ways of learning (Examples of multiple ways of learning: reading, lecture, video, research, collaborative projects, etc.)</p> <p>(Examples: include use of multimedia and presentation software; also, in synchronous modality, the use of Zoom tools such as polls, chats, and breakout rooms. Source: Dr. Jonathan Brennan, Engaging Learners through Zoom. OEI B-2 and B-3.)</p> | | | | | |
| <p>7. Instructor encourages student engagement and works to build a sense of community.</p> <p>(Examples: Q&A forum or cybercafé; use of discussions, discussion boards, etc. Engagement refers to engagement with instructor, with course content, and/or engagement with fellow students. OEI Rubric Section B.)</p> | | | | | |
| <p>8. Instructor clearly conveys course policies, communication response times, grading turnaround timeline, and institutional policies.</p> <p>(Examples: this information will ideally be included in multiple locations including, but not limited to, the Syllabus, Canvas announcements, course calendar, rubrics, modules, pages, etc.)</p> | | | | | |

| | 4 | 3 | 2 | 1 | N/O |
|---|---|---|---|---|-----|
| <p>9. Instructor demonstrates enthusiasm about the course and material presented.</p> <p>(Examples: enthusiasm is shared with students; additional resources, suggestions, and references are shared as appropriate; instructor is open with and available to students)</p> | | | | | |
| <p>10. Instructor demonstrates behavior consistent with professional ethics.</p> <p>(Examples: a score of "2" means that no infringements of professional ethics were identified.)</p> | | | | | |
| <p>11. Instructor is respectful of diverse needs, talents, and backgrounds of students.</p> <p>(Examples. fostering a sense of inclusion through instructor's communication and facilitation of discussions; respectful learning environment is reflected in classroom decorum/etiquette/norms/policies; a variety of assignments that reflect the diverse learning styles of students, i.e. multiple intelligences approach; instructor is sensitive to intrinsic and extrinsic factors that affect student learning.)</p> | | | | | |

Commendations:

Concerns/ Recommendations: Planned professional development and/or other activities that correspond to area(s) that need improvement. :

Overall Rating: Excellent_____ Good_____ Satisfactory_____ Needs Improvement _____

Comments

Observer's Signature: _____ Date _____

Administrator's Signature: _____ Date _____

Evaluatee's Signature: _____ Date _____

The evaluatee's signature does not indicate agreement with the content of the evaluation, only that the evaluatee has read and understands the contents.

D-3-B
ADJUNCT FACULTY TEACHING OBSERVATION AND EVALUATION NARRATIVE
FORM

| | | |
|--------------------------------|------------------|--------------|
| Adjunct Faculty Member: | Course: | |
| Date & Time: | Semester: | Year: |

| To what extent does the Instructor demonstrate: | 1 Excellent | 2 Good | 3 Satisfactory | 4 Needs Improvement | N/A Not Observed |
|--|----------------|-----------|-------------------|---------------------------|------------------------|
| 1. Demonstrate enthusiasm about subject matter. | | | | | |
| 2. Set clear outcomes when working with students. | | | | | |
| 3. Displays a positive attitude about student success. | | | | | |
| 4. Displays behavior consistent with professional ethics. | | | | | |
| 5. Treats all individuals with respect. | | | | | |
| 6. Recognizes diverse talents and views. | | | | | |
| 7. Listens attentively and responds appropriately to students' comments. | | | | | |
| 8. Presents ideas clearly. | | | | | |
| 9. Creates a climate that is conducive to student success. | | | | | |

| | | | | | |
|---|--|--|--|--|--|
| 10. Student interaction is responsive to student. | | | | | |
| 11. Provides students with alternative ways of achieving goals. | | | | | |
| 12. Encourages student engagement. | | | | | |
| 13. Incorporates strategies that encourage student learning and independent thinking. | | | | | |
| 14. Provides appropriate learning opportunities for students. | | | | | |

Comments:

Commendations:

Recommendations: Planned professional development and/or other activities that correspond to area(s) that need improvement.

(The Adjunct Faculty Member's signature below does not indicate agreement with the content of the evaluation, only that she/he has read and understands the evaluation.)

Adjunct Faculty Member's Signature: _____ Date: _____

Dean/Designee's Signature: _____ Date: _____

D-3-C

ADJUNCT FACULTY WORKPLACE OBSERVATION NON-TEACHING ADJUNCT AND EVALUATION NARRATIVE FORM

| | | |
|--------------------------------|------------------|--------------|
| Adjunct Faculty Member: | Course: | |
| Date & Time: | Semester: | Year: |

| To what extent does the Instructor demonstrate: | 1 Excellent | 2 Good | 3 Satisfactory | 4 Needs Improvement | N/A Not Observed |
|--|----------------|-----------|-------------------|---------------------------|------------------------|
| 1. Demonstrate enthusiasm about subject matter. | | | | | |
| 2. Set clear outcomes when working with students. | | | | | |
| 3. Displays a positive attitude about student success. | | | | | |
| 4. Displays behavior consistent with professional ethics. | | | | | |
| 5. Treats all individuals with respect. | | | | | |
| 6. Recognizes diverse talents and views | | | | | |
| 7. Listens attentively and responds appropriately to students' comments | | | | | |
| 8. Presents ideas and information clearly. | | | | | |
| 9. Creates a climate that is conducive to student success | | | | | |
| 10. Presentation is relevant to course description, syllabus, or otherwise meets class/instructor objectives | | | | | |

| | | | | | |
|--|--|--|--|--|--|
| 11. Effectively manages environment to facilitate student success. | | | | | |
| 12. Provides students with alternative ways of achieving goals. | | | | | |
| 13. Encourages student engagement. | | | | | |
| 14. Incorporates strategies that encourage critical thinking. | | | | | |
| 15. Provides appropriate learning opportunities for students | | | | | |

Comments:

Commendations:

Recommendations: Planned professional development and/or other activities that correspond to area(s) that need improvement.

(The Adjunct Faculty Member's signature below does not indicate agreement with the content of the evaluation, only that she/he has read and understands the evaluation.)

Adjunct Faculty Member's Signature: _____ Date: _____

Dean/Designee's Signature: _____ Date: _____



D-4

ADJUNCT FACULTY SELF EVALUATION

Adjunct Faculty Member _____ School _____

Evaluation Semester/Year _____ / _____

Evaluation Criteria: The following criteria delineate common areas of performance to be evaluated during the review process. The list is not all inclusive and is not intended to eliminate from consideration additional standards of performance common to the profession.

- Classroom Performance (For teaching faculty)
- Work Performance (For non-teaching faculty)
- Respect for Students
- Respect for Colleagues
- Professional Growth
- Participation in the Assessment of Student Learning Outcomes

See examples following this form.

Adjunct Faculty Member's Signature Date

Dean's Signature Date

**ADJUNCT FACULTY SELF EVALUATION
PERFORMANCE CRITERIA EXAMPLES****"Classroom Performance" (for teaching faculty)**

- uses a variety of teaching techniques (lecture, Q&A, group activities, media, etc.)
- does not allow disruptive behavior
- writes the objective(s) for the day on the board at the beginning of class
- reviews the content of the previous class at the beginning of the current class
- uses Canvas
- reminds students of upcoming assignments/tests
- follows the syllabus

"Work Performance" (for non-teaching faculty)

- consults with teaching faculty to ensure group or classroom presentations provide relevant instructional/informational support (e.g., for librarians)
- provides students with contact information to facilitate their follow-up questions
- provides guidance to students for transferring and graduation (e.g., for counselors)
- provide students with resources; creates resources (e.g., LibGuides for librarians)
- provides various workshops to students to ensure successful completion of courses
- participates in collection development and maintenance (e.g. librarians)
- assists with updating and creating new forms e.g., for the CalWORKs program (e.g. counselors)
- counsels students in the various programs (AA, Certificate, vocational) (e.g. counselors)
- communicates with CalWORKs and counseling teams (e.g. counselors)
- assists in gathering CalWORKs eligibility documents. (e.g. counselors)
- asks questions
- admits mistakes
- assists with MIS reporting (e.g. counselors)
- completes counseling notes (counselors) or reference transaction data (librarians) on a daily basis
- assists with program re-structuring
- assists with file and data completion
- is available for students
- is accountable and reliable
- is on time

"Respect for Colleagues"

- demonstrates professional demeanor in and outside of the classroom
- erases the white board before leaving the classroom
- ends class on time
- turns off the projector before leaving the classroom
- replies to emails in a timely manner
- greets colleagues by name
- attends school/department meetings
- contributes to school/department discussions

- keeps the volume down when showing videos
- meets census and grading deadlines
- turns in load sheets in a timely manner
- engages in collegial discussions with colleagues

"Respect for Students"

- learns and uses students' names
- when learning students' names is not feasible, e.g., for librarians, demonstrates respect nonverbally (eye contact, welcoming facial expressions, attentiveness, etc.)
- starts and ends class on time
- returns tests/assignments in a timely manner (e.g., at the next class meeting)
- solicits feedback from all students/doesn't allow one student to monopolize
- holds office hours
- replies to student emails/phone messages in a timely manner (e.g., within 24 hours)
- does not allow cell phone usage
- accommodates students' DSPS requirements
- never belittles a student
- on time and prepared for presentations or appointments with students

"Professional Development"

- attends flex
- attends school/department meetings
- attends subject area conferences/meetings
- presents papers for conferences/publication
- discusses subject area topics with full-time/adjunct colleagues
- leads flex sessions
- attends "On Course" conferences
- attends/watches live stream Board of Trustees meetings
- serves on college committees
- performs community service in areas of expertise

"Participation in Assessment of Student Learning Outcomes"

- participates in the creation of assessment tools
- administers assessment tools
- posts assessment results on the portal
- participates in the analysis of assessment results
- participates in the revision of SLO's

DESERT COMMUNITY COLLEGE DISTRICT
Student Evaluation Form of Teaching Effectiveness for Adjunct Faculty

Please rate how well your instructor meets the following:
Mark A for Excellent, B for Good, C for Satisfactory, D for Needs Improvement

Your instructor:

1. Is knowledgeable in subject matter of this course.
2. Is well-organized
3. Is prepared for class.
4. Encourages student's questions and/or comments.
5. Provides helpful feedback on student performance
6. Uses graded materials (tests, papers, projects, etc.) to assess the students' progress.
7. Reviews the objectives and requirements of the course.
8. Covers material outlined in course description and syllabus.
9. Stimulates interest in the subject.
10. Displays professional behavior.
11. Projects a positive attitude about students' ability to learn.
12. Is respectful of students and their diverse needs and backgrounds.

Please write any comments you wish to share on the back of your Scantron.

DESERT COMMUNITY COLLEGE DISTRICT
Student Evaluation Form of Teaching Effectiveness for Adjunct Faculty
Adjunct Clinical Nursing Instructors

Please rate how well your instructor meets the following:

Mark A for Excellent, B for Good, C for Satisfactory,
D for Needs Improvement

1. Communicates clearly and in a timely manner verbally, electronically and in writing.
2. Displays behavior consistent with professional standards of practice.
3. Demonstrates evidence-based clinical knowledge and competence.
4. Respects timeframes of all aspects of the clinical experience, including start and end time and pre/post conferences.
5. Makes client assignments relevant to theory content.
6. Individualizes client assignments to meet student learning needs.
7. Develops students' assignments from simple to complex.
8. Encourages critical thinking.
9. Encourages independent learning and practice.
10. Encourages interdependent work with the health care team.
11. Supports student learning and provides assistance appropriately.
12. Motivates students to seek relevant data in nursing assessment and care planning.
13. Is readily available for client care instruction and consultation on units.
14. Is actively involved with students during clinical hours.
15. Encourages active participation in clinical conferences.
16. Communicates with theory instructor for compatible learning.
17. Engages in collegial relationships with healthcare team.

Please write any comments you wish to share on the back of your scantron.

ADJUNCT FACULTY TEACHING EVALUATION (DEAN'S ASSESSMENT)

Adjunct Faculty Member _____ School _____

Evaluation Semester/Year ____ / ____ Date of Employment ____ / ____ / ____

School Dean _____

Designee Evaluator _____

Evaluation Criteria: The following criteria delineate common areas of performance to be evaluated during the review process. The list is not all inclusive and is not intended to eliminate from consideration additional standards of performance common to the profession.

- Classroom Performance (For teaching faculty)
- Work Performance (For non-teaching faculty)
- Respect for Students
- Respect for Colleagues
- Professional Growth
- Participation in the Assessment of Student Learning Outcomes

Rating (Circle One): Excellent Good Satisfactory Needs Improvement

(The faculty signature below does not indicate agreement with the content of the evaluation, only that the faculty member has read and understands the evaluation.)

| | | | | |
|---------------------------|---------------|---|---------------|--|
| _____ Dean's Signature | _____ Date | _____ Adjunct Faculty Member's Signature | _____ Date | |
|---------------------------|---------------|---|---------------|--|

DESERT COMMUNITY COLLEGE DISTRICT

Evaluation Form For Adjunct Coordinator

Adjunct Faculty Member's Signature

Dean's Signature

Date

Adjunct Faculty Member: _____ Date: _____

Please place a check mark (✓) in the appropriate place using the rating category.

Leave blank if you have no knowledge of evaluatee's expertise.

1
Excellent

2
Good

3
Satisfactory

4
Needs improvement

Work Performance

Maintains reporting requirement and program data for compliance

Develops and monitors budget to reflect unique program needs

Develops and maintains open communications with community agencies

Establishes program priorities, procedures, and goals to meet the needs of eligible students

Maintains and teaches appropriate courses for program or departmental success

Provides training for assigned areas

Oversees reviews and upgrades of technology, materials, and software for assigned areas

Oversees the day to day operations of area of responsibility

Participates in the evaluation of the effectiveness of programs and services

Able to resolve conflict effectively

| 1 | 2 | 3 | 4 |
|---|---|---|---|
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COMMENTS:

DESERT COMMUNITY COLLEGE DISTRICT
Counseling, Librarian, and College Nurse Adjunct Faculty Evaluation Form
(Page 1 of 2)

NAME: _____

DATE: _____

Please place a check mark (✓) in the appropriate place using the rating category.

Leave any question blank if you have no knowledge of evaluatee's expertise.

1
Excellent

2
Good

3
Satisfactory

4
Needs Improvement

Work Performance:

1. Work Knowledge: Demonstrates proficiency in area of expertise
2. Work Quality: Tasks undertaken and completed are acceptable
3. Work Quantity: The number of tasks undertaken and completed are acceptable
4. Work Timeline/Dependability: Tasks undertaken are completed in a reasonable time
5. Demonstrates professional behavior in the workplace
6. Problem-Solving: Identifies and evaluates alternative solutions and take the appropriate actions with minimum supervision
7. Organization/Planning Skills: Demonstrates an ability to establish priorities, set goals and objectives
8. Proficient in the use of technology
9. Follows procedures for communicating information to supervisors, faculty, staff, and the college community
10. Functions well in time of crisis

Respect for Students:

11. Communication: Uses clear, relevant, and effective oral and written skills in interchanging ideas and information with students
12. Establishes and maintains a positive relationship with students
13. Demonstrates awareness and appreciation for the diversity of the student population
14. Implements professional strategies that emphasize student achievement
15. Maintains confidentiality of student records

| 1 | 2 | 3 | 4 |
|---|---|---|---|
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DESERT COMMUNITY COLLEGE DISTRICT
Counseling, Librarian, and College Nurse Adjunct
Faculty Evaluation Form
(Page 2 of 2)

Respect for Colleagues:

- 16. Communication: Uses clear, relevant, and effective oral and written skills in interchanging ideas and information with faculty and staff
- 17. Establishes a positive working atmosphere with peers, supervisors, and staff
- 18. Demonstrates awareness and appreciation for the diversity of the college community
- 19. Assists fellow faculty with instructional and student service related activities

Professional Growth:

- 20. Seeks knowledge pertinent to job requirements and maintains currency
- 21. Adjusts to meet changing job requirements and job demands
- 22. Demonstrates awareness of legal, contractual, and policy mandates including matriculation and the American with Disabilities Act

| 1 | 2 | 3 | 4 |
|---|---|---|---|
| | | | |
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Adjunct Faculty Member's Signature

Dean's Signature Date

**DESERT COMMUNITY COLLEGE DISTRICT
STUDENT EVALUATION FORM
FOR NON-TEACHING ADJUNCT FACULTY**

Adjunct Faculty Member _____ Date _____

Program or Service Area _____

Instructions to the Student: Please answer all questions based on your experience and opinions about the services you have received.

RATING CATEGORIES

1-Strongly Agree 2-Agree 3-Neutral 4-Disagree

Please place a check mark (✓) in the appropriate place using the rating category.

Leave any question blank if you have no knowledge of evaluatee's expertise.

| GENERAL SURVEY | | | | |
|--|--|--|--|--|
| 1. Information was accurate and helpful to me. | | | | |
| 2. My questions were answered clearly and adequately. | | | | |
| 3. The adjunct faculty member was courteous and friendly. | | | | |
| 4. Help was provided in a timely manner. | | | | |
| 5. The adjunct faculty member appeared well organized. | | | | |
| 6. I was treated with respect. | | | | |
| 7. The adjunct faculty member appeared concerned that my needs were being met. | | | | |
| 8. I received the service I expected. | | | | |
| 9. I would recommend other students to this adjunct faculty member. | | | | |

Comments (Optional)

APPENDIX E

NON-SELECTION OF ADJUNCT FACULTY

APPENDIX E

Desert Community College District Office of Human Resources

Non-Selection of Adjunct Faculty

The Chair of the Selection Committee must complete this form for any currently employed Adjunct Faculty member who has applied for a full-time faculty position, meets the minimum qualifications and is not selected for an interview. The form must be completed immediately following identification of interview candidates and prior to interviews. A copy of the completed form will be forwarded to the President or designee.

Applicant's Name _____

Position Applied For _____

Chair of Selection Committee _____

Members of Selection Committee _____

Indicate reason(s) for non-selection of applicant. All statements must be job-related.

- ☐ Applicant's educational preparation.
- ☐ Applicant's teaching experience is not comparable to full-time assignment required by the position.
- ☐ Reason for non-selection is result of Committee's overall ranking of applicants.
- ☐ Other

Signature Committee Chair _____ Date _____

APPENDIX F

HEALTH AND WELFARE BENEFITS COMMITTEE

HEALTH AND WELFARE BENEFITS COMMITTEE

The Committee shall consist of the following members:

- Two members appointed by the Faculty Association;
- Two members appointed by the California School Employees Association, Chapter #407;
- Two adjunct faculty members shall be appointed by the Adjunct Association.
- One member elected by the Supervisory and Confidential employees;
- One Administrator appointed by the President who shall be the administrative co-chair.
- The Committee shall meet monthly during the academic year, September through May.

The committee shall be responsible to:

- Research group insurance information and attend workshops and meetings in order to secure current data on health insurance and the cost of health insurance programs.
- Arrange competitive group insurance proposals as deemed appropriate
- Arrange insurance meetings for district staff to ask questions of Insurance Committee members, invited insurance brokers and other insurance representatives
- Poll District staff about insurance coverage preferences as needed
- Recommend insurance coverage, brokers and carriers to the membership of their constituencies.

APPENDIX G

AVAILABILITY FORM



ADJUNCT FACULTY AVAILABILITY FORM

(Completed per semester/term)

Name: First & Last Name

Availability

- I will ☐, will not ☐ be available to teach during the Select Semester/Term Select Year semester/term.
- I am available to teach at the following campuses:

 Palm Desert ☐ Indio ☐ Mecca ☐ Palm Springs ☐ Desert Hot Springs ☐ Other ☐
- Please block out times you are AVAILABLE to teach. Be aware that the more availability that you choose the greater the chance of an assignment.

| | M | T | W | R | F | S | S | Please list all courses you'd like to teach below. |
|-----------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--|
| 7am-8am | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Click or tap here to enter text. |
| 8am-9am | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 9am-10am | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 10am-11am | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 11am-12pm | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 12pm-1pm | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 1pm-2pm | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 2pm-3pm | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 3pm-4pm | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 4pm-5pm | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 5pm-6pm | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 6pm-7pm | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 7pm-8pm | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 8pm-9pm | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 9pm-10pm | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |

Article XIV, Section 9: Prior to assigning classes or hours to part-time faculty for the upcoming semester/term, the District will:

- (1) Request part-time faculty submit their availability (Appendix G) via College of the Desert email for the semester/term being scheduled prior to October 1 for Winter Intersession and Spring Semester and March 1 for Summer Intersession/Fall.

- (2) Part-time faculty will have a minimum of fourteen (14) calendar days from the date of the email to submit their availability form via email to the Dean's Office.
 - (a) If the part-time faculty does not submit their availability form prior to the deadline, the District is not required to consider the part-time faculty for the current semester/term.

APPENDIX H

EVALUATION APPEAL FORM

CODAA EVALUATION APPEAL FORM

Refer to Article XII, Evaluation, for information regarding the evaluation appeal procedures.

Faculty Member's Name _____ Phone Number _____

Faculty Member's Dean _____

Date of Evaluation _____

INSTRUCTIONS: This form must be filed with the appropriate Vice President within **14 days** of the post-observation evaluation conference. The appeal shall be in writing and include the written evaluation. Additional sheets may be attached to this form if space is not adequate.

1. State the basis for the appeal.

2. Indicate the remedy requested.

3. Faculty Member's Signature _____ Date _____

4. Scheduled meeting date with Vice President and faculty member _____

5. Outcome. Attach written response to this form.

6. Vice President's Signature _____ Date _____

APPENDIX I

Adjunct Faculty Claim Form

Use for

- SLO Assessments
- Attendance at Department / School Meetings
- Curriculum Development
- Additional Assignments

Using the same User ID and Password as you use for Email, please log on to the COD Portal by following this link:

Note: You will need to sign in twice: once to enter the COD website and the second to enter the portal.

<http://campus.collegeofthedesert.edu/Pages/default.aspx>



Select “Faculty” on the top navigation Bar

- Faculty
- Employee Benefits
- Departments
- Committees
- COVID-19

Select “Adjunct Faculty Documents” on the lower right side of the screen

[Adjunct Faculty Documents](#)





ADJUNCT FACULTY: ADDITIONAL ASSIGNMENT(S) (e.g., SLO Assessment, Departmental / School Meetings, Curriculum Development, Training Attendance, Etc.)

APPENDIX I

NAME: _____
Please print

| DATE OF SERVICE | ASSIGNMENT | HOURS PERFORMED |
|-----------------|------------|-----------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

I certify that my performance is a true and accurate representation of my allowable service to the District as described in the Adjunct Association Collective Bargaining Agreement and associated MOUs.

Faculty Member Signature Date

*** Please deliver to the Payroll Office or email to payroll@collegeofthedesert.edu after signature. A typed signature is accepted.