

347 **TENTATIVE AGREEMENT**  
348 **ARTICLE VI~~6~~: EMPLOYEE RIGHTS**

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

354  
355 **Section 2.** There shall be one official District personnel file for each ~~Adjunct~~  
356 ~~Faculty Unit~~ Member. The material in the official District personnel file shall be  
357 considered and used as the only official personnel record of the District. The personnel  
358 file shall include, but not be limited to, records of employment with the District and  
359 records of professional evaluation. In addition, such records as educational  
360 advancement and pertinent work experience as provided by the ~~Adjunct Faculty Unit~~  
361 Member shall be a part of the official District file.

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

373  
374 **Section 4.** Within the provisions and guidelines of California Education Code  
375 Section 87031, each ~~Adjunct Faculty Unit~~ Member or ~~his or her~~~~their~~ designee shall have  
376 access to ~~his/her~~~~their~~ personnel file during regular business hours of the District. The  
377 designee may review the ~~Adjunct Faculty Unit~~ Member's personnel file when  
378 accompanied by the ~~Adjunct Faculty Unit~~ Member, or, in the absence of the ~~Adjunct~~  
379 ~~Faculty Unit~~ Member, the designee may review the ~~Adjunct Faculty Unit~~ Member's file  
380 providing the designee has a signed authorization from the ~~Adjunct Faculty Unit~~  
381 Member. The ~~Adjunct Faculty Unit~~ Member or designee shall be allowed to receive  
382 either electronic copies or paper photocopies of any documents ~~he/she~~~~they~~ deems  
383 necessary. All electronic copies regardless of length will have no charge, and paper  
384 photocopies will have no charge provided that the total number of pages does not exceed  
385 twenty (20). If more than twenty pages are required, ~~CODAA Association~~ will be billed  
386 for all additional pages at a rate equal to the current per page rate charged the public for  
387 copying any other District documents.

388  
389 **Section 5.** Files are to be accessed only by persons who have a legitimate need

390 and legal authorization to review file contents within the scope of their employment.  
391 When an ~~Adjunct Faculty~~ Unit Member's file is opened for any purpose other than  
392 routine office work, a log shall show the name of the person opening the file, and the  
393 date.

394  
395 **Section 6.** A ~~Faculty~~ Unit Member may submit a written request to the Vice  
396 President of Human Resources that derogatory material five (5) or more years old shall  
397 remain in the personnel file, but be placed in a sealed envelope, and not opened absent  
398 authorization of the Superintendent/President or lawful court order. Within ten (10)  
399 business days following such a request, the appropriate administrator shall grant or deny  
400 such a request in writing. The decision of the administrator may be appealed to the  
401 Superintendent/ President. If denied, a copy of the request and written denial shall  
402 become a part of the personnel file. If granted, the document(s) will be placed in an  
403 envelope and sealed with the following notation: "Do Not Open Without Authorization  
404 of the Superintendent/President or Lawful Court Order."

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406 **Section 7.** Assignment Notification.

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408 1. It is recognized that the District has the right to assign classes/hours to  
409 ~~Adjunct Faculty~~ Unit Members. The School Dean shall request that ~~Adjunct Unit~~  
410 ~~Faculty~~ Members express their assignment preference in time for schedules to be  
411 produced. Every effort will be made by the District to obtain written or oral consent of  
412 the assignment(s) from the ~~Adjunct Unit Faculty~~ Member before the distribution of the  
413 class schedule ~~for Instructional Unit Members and 30 Days before the first day of the~~  
414 ~~assignment the semester — for Non Instructional Unit Mmembers.~~

415  
416 ~~Adjunct Faculty~~ Unit Members who taught/worked the previous semester shall be  
417 notified of hiring or non-hiring no less than thirty (30) calendar days before the start of  
418 the Fall and Spring Semesters. ~~For the Intersession and Summer session (if offered by~~  
419 ~~the District), Adjunct Unit Faculty Members shall be notified of hiring or non-hiring no~~  
420 ~~less than thirty (30) calendar days before the start of the sessions.~~

421  
422 Such notification of hiring shall be in writing or by District email and shall include  
423 pertinent information such as course(s) or non-teaching assignment dates and times.  
424 The following language shall be included on the load plan.

425  
426 "This offer of employment and assignment is contingent upon budgetary  
427 considerations, a sufficient number of students enrolled, and /or any unforeseen  
428 enrollment changes in, or constraints upon the District. This is the only notification of  
429 assignment you will receive."

430  
431 2a. In those instances of non-rehiring, written notification shall be provided in  
432 accordance with the timelines listed above.

433  
434 2b. In all cases, assignments shall be considered tentative and may be subject  
435 to change depending upon enrollment, assignment modifications of a full-time  
436 faculty member's load, or other extra-ordinary circumstances (such as financial  
437 exigency; emergency situations; reduction in force; inappropriate behavior; or  
438 applicable Education Code sections) which render the assignment invalid.

439  
440 **Section 8.** Non-Selection for Full-Time Faculty Interviews. In the event a  
441 currently employed ~~Adjunct Faculty~~ Unit Member applies for a full-time faculty  
442 position, meets the minimum qualifications and is not chosen for an interview, the  
443 Chair of the Selection Committee shall complete the *Non-Selection of ~~Adjunct~~*  
444 *~~Faculty~~ Unit Member* form in **Appendix E**. The form shall be forwarded to the  
445 Superintendent/President or designee for review prior to the scheduling of interviews.

446  
447 **Section 9.** Intellectual Property.

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449 (a) All distance learning and other educational materials developed by an  
450 ~~Adjunct Faculty~~ Unit Member will be owned by that ~~employee~~ unit member (even  
451 when a stipend is paid).

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

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

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459 CL: CL  
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461  
462 DG:   
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