

**Between
Desert Community College District
And
College of the Desert Adjunct Association**

2017-2020



Revised: 10/2018

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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 college administration an assignment authorizing 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 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 of the Adjunct Faculty Member, the District agrees to remit monthly, within a reasonable time period, such monies to the Association's designee. Each month the District shall provide an 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. Upon written request from the Association, and within the limitations imposed by the utilization of the County of Riverside Educational Data Processing System, District shall provide current lists of the names, telephone numbers and addresses of unit members each semester. These lists will be forwarded as early in each semester as current processing capabilities allow.

Section 8. Reassign/Release Time for Association Business. The Association shall be given 90 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. The laboratory rate shall be calculated at 85% of the lecture rate.

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 as described in ARTICLE IX: Section 1. HOURS OF SERVICE at the lecture rate.

Section 3. In addition, the District will compensate Adjunct Faculty Members at 60% of the lecture 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 peace officer 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 pay rate.

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. Instructors assigned the Support Activities pay rate shall be compensated at 60% of their respective Lecture pay rate.

Section 4. Adjunct Faculty Members who have assignments at two or more sites on the same day will be paid a 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

The District will compensate Adjunct Faculty Members at the lab 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.

- (a) The District will compensate Adjunct Faculty Members at the lab 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.
- (b) If an Adjunct Faculty Member is requested in writing by a Dean or supervising administrator to develop new curriculum and/or develop an online class shell and/or provide special program planning expertise to a Dean or supervising administrator, said member shall be compensated at his/her current lab rate.

- (c) The product which is produced as a result of this assignment shall become the property of the College upon receipt of compensation.
- (d) Adjunct Faculty Members may receive up to six (6) hours of Flex compensation or a flat payment of \$500.00 upon completion for the online training certification/recertification for teaching distance education with prior approval of the School Dean.
- (e) All additional assignments must be approved by the appropriate Dean and Vice President. An agreement must be completed and approved with the appropriate signatures.
- (f) 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) Effective summer session 2017, the Adjunct Faculty salary schedule will be revised to reflect a total of a 5.25% increase. Step 1 of the schedule will be deleted and the remaining steps will be renumbered. That is, Step 2 thus becomes the “new” Step 1,

Step 3 becomes the “new” Step 2 and so forth. A Step will be added to the bottom of the schedule, thus creating a “new” Step 5. Adjusting the Steps provides a 5.25% increase. The Adjunct Salary Schedule is found in Appendix A.

(b) A one-time off schedule payment shall be paid to all unit members employed for the Fall 2017 and/or Spring 2018. This one-time off schedule 3% payment is based on the total compensation earned directly related to adjunct assignments in Fall 2017 and Spring 2018. Temporary employment agreements related to coaching, special events, and other non-adjunct assignments are exempt from the one-time off salary schedule payment. The Fall 2017 payment will be paid within 45 days of ratification. The Spring 2018 payment will be paid within 45 days of the Spring 2018 census.

(c) 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.

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

(e) 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. For purposes of calculating parity pay, the parties agree that the rates will be set at seventy-nine (79) percent of the full-time faculty salary schedule set at Column V, Step 1.

The parties agree to a parity taskforce. The taskforce is charged with determining the nature and scope of work that is required of adjunct faculty to complete their assignments at College of the Desert as compared to full-time faculty. The parity committee will be comprised of three representatives from the District, and three representatives from the Association. The committee will make a recommendation to both negotiation teams before the end of the 2018 spring semester for discussion in successor agreement negotiations.

Section 10. Large class Stipends: Stipends will be paid for lecture hour SIU’s as determined at first census. Stipends will be provided for classes that exceed 55 students at census in the following amounts: One (1) SIU – stipend of \$150; Two (2) SIU – stipend of \$250; Three (3) SIU – stipend of \$350; Four (4) SIU – stipend of \$450; Five (5) SIU – stipend of \$550.

Section 11. 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.

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) Lecture hours - non-credit	1 = 0.667
(c) Lecture/Lab credit	1 = 0.667
(d) Lecture/Lab - non-credit	1 = 0.667
(e) Lab - credit	1 = 0.667
(f) Lab - non-credit	1 = 0.667
(g) Physical Education, Lab (Physical Education activity classes are assigned 0.5 hr. Lecture, 1.5 hrs. Laboratory)	1 = 0.667

(h) Physical Education, Varsity Sports 1 = 0.667

(i) Non-credit ESL, Lecture and Lab 1 = 0.667

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 shall refer to all educational methods wherein an Adjunct Faculty Member is at a different location than a student, and whose interaction is through the use of computer and/or tele-communications 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

No separate policy is needed, provided however, that if three (3) or more sites are being video conferenced, or Internet is used for classes, it shall precipitate reconsideration of the agreement.

Section 5. Support Services.

For video-conferencing classes, there shall be institutional technical support “on call” and “at site”. Additionally, there shall be teaching assistance available in the classroom of the remote site(s) during tests, and “on call” to deal with such issues as classroom management, proctoring, and handouts. Courier service shall also be provided.

Section 6. Compensation/Training.

For video-teleconferencing 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 \$500.00 per Adjunct Faculty Member.

Adjunct Faculty Members teaching video conference learning classes shall receive a stipend of \$200.00 for each SIU of Video Conference instruction during the semester in which video conferencing courses are being taught. Stipends shall be limited to a maximum of 8 SIU of Video Conference instruction during each fall or spring semester, and 3 SIU during a summer session. Only that portion of a course video conferenced shall be eligible for SIU based stipend. The Dean shall identify the amount of SIU for that portion of a course being video conferenced and recommend for stipend pay via regular load sheets for the affected Adjunct Faculty Member.

Section 7. Internet On-Line Instruction

(a) Definition: Internet on-line instruction is conducted via an electronic medium and allows both the Adjunct Faculty Member and the student to participate in a course without physically being in the same place.

(b) Process: Any bargaining unit member who voluntarily elects to teach an on-line class must:

- 1) Secure sponsorship by a full-time faculty member or Dean from the appropriate School who will initiate a review process of course approval, including distance learning checklist, and who will insure that the course proposal is forwarded to the Curriculum

Committee for approval. Full-time faculty sponsors will also be responsible to follow up and submit modifications and/or updates as required by the curriculum committee for course approval.

- 2) Secure support from a dean of the appropriate School to offer the course during the first term after the course is approved by curriculum committee.
- 3) Complete the institutionally provided on-line training prior to the term in which the course is scheduled.
- 4) Courses which are cancelled for low enrollment will not qualify for payment.
- 5) Submit an invoice for development compensation to the Executive Vice President of Student Success and Student Learning at the end of the first semester during which the on-line course is offered.
- 6) If the Adjunct Faculty Member refuses to teach the course during the first semester after approval, the district is not obligated to pay for the development of the course.

(c) On-line Course Development Compensation: Each Adjunct Faculty Member who initially develops an on-line course 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 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).

(d) 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. However, Adjunct Faculty Members will not receive any compensation for time spent in such training except as provided for in Article VII 6 (d).

(e) Class Size: Determined as for other classes and negotiated between faculty member and immediate supervisor, subject to approval by the Vice President of Academic Affairs.

(f) Maximum Compensation: A maximum amount of \$7,500 shall be available per fiscal year for all Adjunct Faculty Members who develop on-line courses. This dollar amount shall allow no more than 5 Adjunct Faculty Members per year to be compensated for the development of new courses to be taught on-line. Compensation shall be provided to the first 5 Adjunct Faculty Members per fiscal year who develop, receive approval for, and teach an on-line course.

(g) Equipment: Adjunct Faculty Members who choose to teach on-line courses must provide for their own computer hardware and Internet access.

(h) 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.

(i) Review: The parties to this agreement acknowledge that modifications to the on-line course provisions contained herein may be necessary after the parties have had an opportunity to examine the appropriateness of the various components of this agreement. As such, the parties agree that the content of this agreement shall be subject to modifications through the negotiation process in subsequent academic years. Such review shall not be considered a re-opener proposal by either party.

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 by an Adjunct Faculty Member or the Association 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 or the Association claiming the misinterpretation or misapplication of the Agreement.
- (c) For the purpose of pursuing a grievance, a day is any day, exclusive of Saturdays and Sundays, and holidays where the district office is closed.
- (d) A “supervisor” is any manager or Dean, 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 Faculty Member shall attempt to resolve a Grievance by an informal conference with the Faculty Member’s immediate supervisor within ten (10) 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 Grievant’s immediate supervisor or designee within twenty (20) days of the events giving rise to the Grievance. 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 Grievance shall confirm the matter had been discussed at an informal conference. The Grievance shall be signed and dated by the Grievant. The immediate supervisor 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 immediate supervisor or designee shall respond in writing within the 10-day timeframe described herein. Within the period

from the filing of the Grievance until the written decision, either the Grievant or his/her designated representative or the immediate supervisor 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 request 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 Grievant may appeal the Grievance to Level III within ten (10) days following the last mediation session.
- (d) Level III: If the grievant 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, 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 an Adjunct Faculty Member(s).
2. The arbitrator shall not modify the language of the collective bargaining Agreement in considering the issues properly before him/her.
3. The arbitrator shall expressly confine his/her 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 equitable relief, punitive damages, attorney's fees or any other additional remedy of whatever type or amount.
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. Within the time limits for appeal to Level II, the District or the Association on behalf of the Grievant, may request 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 Conciliation Service and request that a mediator be appointed.

Selection of the mediator shall be by mutual agreement between the Association and the District. 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 Grievant may appeal the Grievance to Level III within ten (10) days following the last mediation session.

Section 4. General Provisions

(a) Time Limits

1. The grievance must be filed within twenty (20) days of the events giving rise to the grievance or twenty (20) 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 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 of 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, she/he 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 her/his 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.

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.

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 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:

- a. Pre-observation conference (Initial assignment only).
- b. Student evaluations.
- c. Classroom/workplace observation.
- d. Mandatory Self-evaluation. Unit members shall be paid for one hour at their lab rate for completion of the mandatory self-evaluation.
- e. Dean's assessment.
- f. Post-observation conference.

Section 6. Procedures.

1. The Office of Human Resources notifies the division of the Adjunct Faculty Members to be evaluated. Evaluation forms are sent to the school.

2. The Dean may arrange for a designee to conduct observations where appropriate. 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 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. 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. 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 and all efforts will be made to conduct observation(s) and evaluations after 50% of the course is completed.

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, if appropriate, 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).

9. Student Evaluations.

- a. Classroom: The Dean or representative of the School Office 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 (and D-5A if applicable).
- 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-9.

- 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. 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 7. Appeal Process.

If the Adjunct Faculty Member disagrees with the evaluation prepared by the School Dean or Designee, 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.

Section 8. General Provisions.

1. The Adjunct Faculty Member may, after receipt of the documents, submit any written response to the Dean. This response document shall be placed in the employee's personnel file.

2. Student evaluation Scantron forms shall be returned to Adjunct Faculty Member following submission of grades for that semester.

3. Only the process and not the content of the evaluation shall be subject to the grievance process.

Section 9. The District will establish a task force to review the evaluation process and forms. The task force will be chaired by the Vice President of Student Learning, and be comprised of two representatives from the District and 2 representatives from the Association. The task force will present a recommendation to the District and Association by June 1, 2018.

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, part-time faculty member assignments shall be temporary in nature, contingent on enrollment and funding, and subject to program changes, and no part-time faculty member shall have reasonable assurance of continued employment at any point, irrespective of the status, length of service, or reemployment of that part-time, temporary faculty member.

Section 2. Part-time faculty 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 part-time faculty member working in an assignment that is cancelled does not have the right to displace any other faculty member from an assignment.

Section 6.1: Grandparenting Clause: Part-time faculty members who were employed in Fall 2017 will be placed on a part-time faculty 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), and
- 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 6.2: Part-time faculty hired prior to Fall 2017 and who meet the criteria in 6.1 will be placed on the reemployment list based on their first term of employment with the District based on records available to the District. This list will be provided to the Association's President and distributed to part-time faculty members at their District email address no later than October 9, 2017. If a part-time faculty member does not agree with their placement, they will complete a Reemployment Start Date Form with proof of a different start date to the Office of Human Resources by October 30, 2017. The Office of Human Resources will verify the information, and, if correct, update the reemployment list. An updated reemployment list will be distributed prior to scheduling of the Fall 2018 semester.

Section 7: Commencing Fall 2017, part-time faculty members become eligible for reemployment preference upon both of the following: completion of six (6) semesters of employment (summer and intercession excluded), and overall evaluation ratings of excellent, good, or satisfactory.

Section 8: To facilitate the part-time faculty reemployment process, the District will:

- a. Maintain a reemployment list of part-time faculty based on the start date of the semester of their initial assignment. If there are two or more part-time faculty who have the same date of hire, reemployment order will be determined by random drawing.
 - (1) Part-time faculty will maintain their original reemployment list date until there is a break in service of three consecutive academic semesters or removal from the reemployment list. An assignment cancellation does not count as a break in service.
- b. Maintain a database of the part-time faculty discipline assignments and a database of the non-teaching program assignments (such as general counseling, special program counseling, library). If the part-time faculty teaches/works in different disciplines or program assignment, there will be a separate reemployment list for each discipline.
- c. Evaluate part-time faculty per Article XII.

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

- a. 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.
 - (1) 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.

Section 10: Part-time faculty will be assigned classes/hours up to the maximum of 67% of a full-time load using the following criteria in order:

- (1) Positive prior evaluation

- (2) Recent Teaching in the subject or course; or recent program assignment for non-instructional faculty. Recency is based on the past three semesters of employment.
- (3) Date of placement on the reemployment list
- (4) Courses/program areas of experience
- (5) Availability

Section 11: Part-time faculty members shall be removed from the “Reemployment List” for any of the following reasons:

- a. Declining three offers of employment within the past six semesters.
- b. Advising the School in writing of their no longer being available to part-time employment.
- c. Receiving an overall “needs improvement” evaluation (Article XII).

Section 11.1: A part-time faculty member who is being considered for removal from the Reemployment List will be notified in writing by the Dean or Director 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 the Dean and/or Vice President regarding assignment or removal of a part-time faculty 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: The procedural activities for the termination of services of part-time faculty will be negotiated after the Evaluation Task Force has submitted its recommendation, and the District and Association have agreed upon the evaluation process (Article XII, Section 9).

ARTICLE XV: SAFETY

Section 1. The Association shall have the right to appoint a member to serve on the District Environmental Health and Campus Safety Committee. The District shall notify the Association in September of the meeting dates for the academic year.

Section 2. 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.

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 2 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: 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 this Agreement shall prevail over present and past District practices, procedures and regulations, and to the extent permitted by State law.

ARTICLE XXIII: 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.

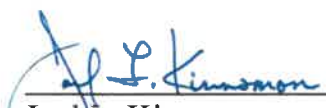
Section 2. If any provision of this Agreement is or shall be at any time contrary to law, such provision shall be inoperative. All other provisions shall remain in effect.

Section 3. This agreement shall take effect upon ratification, and shall remain in effect through June 30, 2020. However, the terms and conditions of the current Agreement will remain in force until the ratification of a successor agreement.

Section 4. Negotiations are complete for the 2017-2018 academic year. For 2018-2019, the parties agree to reopen the following articles: Article VII Compensation; any article affected by Parity recommendations; Article XII Evaluation as it relates to the evaluation committee recommendations; Article XX Health and Welfare. For 2019-2020, the parties agree to reopen Article VII Compensation and Article XX Health and Welfare. Additionally, each party has the right to open one non-economic article for 2019-2020.

Agreed and accepted this 9th day of March, 2018.

**For Desert Community
College District**



Joel L. Kinnamon
Superintendent/President

**For College of the Desert
Adjunct Association**



David Bashore
President

APPENDIX A

ADJUNCT SALARY SCHEDULE

ADJUNCT FACULTY Salary Schedule 2017 - 2018

Step	SIU	TYPE	BACHELOR	MASTER	DOCTORATE
1	0 - 17	LECTURE	55.27	58.15	61.20
		LAB	46.98	49.43	52.02
		SUPPORT ACTIVITIES	33.16	34.89	36.72
2	18 - 35	LECTURE	58.15	61.20	64.43
		LAB	49.43	52.02	54.77
		SUPPORT ACTIVITIES	34.89	36.72	38.66
3	36 - 53	LECTURE	61.20	64.43	67.80
		LAB	52.02	54.77	57.63
		SUPPORT ACTIVITIES	36.72	38.66	40.68
4	54 - 71	LECTURE	64.43	67.80	71.38
		LAB	54.77	57.63	60.67
		SUPPORT ACTIVITIES	38.66	40.68	42.83
5	72 +	LECTURE	67.80	71.38	75.11
		LAB	57.63	60.67	63.84
		SUPPORT ACTIVITIES	40.68	42.83	45.07

REV 5/2018

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
ADJUNCT FACULTY EVALUATION
SUMMARY FORM

ADJUNCT FACULTY

SCHOOL _____

LAST EVALUATED

DEAN _____
DESIGNEE _____

FACULTY

DATE

NOTIFICATION TO ADJUNCT FACULTY _____

PRE-OBSERVATION CONFERENCE/CONTACT _____

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

SELF-EVALUATION COMPLETED _____

CLASS OBSERVATION-SECTION # _____

WORKPLACE OBSERVATION _____

STUDENT EVALUATIONS DISTRIBUTED _____

STUDENT 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 CLASSROOM OBSERVATION AND EVALUATION NARRATIVE FORM

Adjunct Faculty Member:

Course:

Date & Time:

Semester:

Year:

To what extent does the
instructor demonstrate the following:

	4 Excellent	3 Good	2 Satisfactory	1 Needs Improvement	0 Not Observed
1 Demonstrates enthusiasm about subject matter					
2 Sets clear outcomes for student learning					
3 Displays a positive attitude about student learning					
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 learning					

	4 Excellent	3 Good	2 Satisfactory	1 Needs Improvement	0 Not Observed
10 Lesson is relevant to course description					
11 Effectively manages classroom to facilitate student learning					
12 Provides students with alternative ways of learning					
13 Encourages student engagement					
14 Incorporates strategies that elicit critical thinking					
15 Provides appropriate learning opportunities for students					

Comments:

Commendations:

Recommendations: Planned 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** _____

Year:

[illegible]

- 1 Demonstrates enthusiasm about subject matter
- 2 Sets 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

	1 Excellent	2 Good	3 Satisfactory	4 Needs Improvement	N/A Not Observed
10 Student interaction is responsive to student					
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 encourage student learning and independent 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** _____



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

Adjunct Faculty Member's Signature

Date

Dean's Signature

Date

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 and prepared for class.
3. Encourages student's questions and comments.
4. Provides prompt and helpful feedback on student performance
5. Uses graded materials (tests, papers, projects, etc.) that reflects the course objectives.
6. Distributes and reviews the objectives and requirements of the course.
7. Covers material outlined in course description and syllabus.
8. Stimulates interest in the subject.
9. Displays professional behavior.
10. Projects a positive attitude about student's ability to learn.
11. 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.

tion 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

COMMENTS:

DATE: _____

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

4 Needs Improvement

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 work place
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

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

[illegible]

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

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. There was concern for me as an individual.				
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;
- One adjunct faculty member 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	☐	☐	☐	☐	☐	☐	☐	Click or tap here to enter text.
8am-9am	☐	☐	☐	☐	☐	☐	☐	
9am-10am	☐	☐	☐	☐	☐	☐	☐	
10am-11am	☐	☐	☐	☐	☐	☐	☐	
11am-12pm	☐	☐	☐	☐	☐	☐	☐	
12pm-1pm	☐	☐	☐	☐	☐	☐	☐	
1pm-2pm	☐	☐	☐	☐	☐	☐	☐	
2pm-3pm	☐	☐	☐	☐	☐	☐	☐	
3pm-4pm	☐	☐	☐	☐	☐	☐	☐	
4pm-5pm	☐	☐	☐	☐	☐	☐	☐	
5pm-6pm	☐	☐	☐	☐	☐	☐	☐	
6pm-7pm	☐	☐	☐	☐	☐	☐	☐	
7pm-8pm	☐	☐	☐	☐	☐	☐	☐	
8pm-9pm	☐	☐	☐	☐	☐	☐	☐	
9pm-10pm	☐	☐	☐	☐	☐	☐	☐	

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

- 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.