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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.** “President” shall mean the Superintendent of the Desert Community College District and the President of College of the Desert.

**Section 5.** “College” shall mean the College of the Desert including the Palm Desert Campus, Eastern Valley Center and the Western Valley Center.

**Section 6.** “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 7.** “Education Code” shall mean the Education Code of the State of California as it may be amended from time to time.

**Section 8.** “Association” shall mean the College of the Desert Adjunct Association CCA/CTA/NEA.

**Section 9.** “Parties” shall mean the District and the Association.

**Section 10.** “Flex Calendar” shall mean an academic year calendar which includes non-instructional days set aside for Faculty and staff in-service workshops and meetings as provided by the Education Code.

**Section 11.** “Site” shall mean the Palm Desert campus and their assigned off-campus locations.

**Section 12** “Day” shall mean any day that the District administrative offices are open for business.

**Section 13.** “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.

#### **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 Superintendent/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;

**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 Civic Center permit 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 and mail boxes for communications to unit members concerning activities and matters of legitimate Association concern. Copies of all materials posted or distributed shall be mailed to the Superintendent/President or designee.

**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 include five (5) copies which shall be sent 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 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) 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.** Release Time. The Association officers, President, Vice President, Treasurer, and Secretary and the three Directors at Large, shall be allowed up to 10 hours of release time annually per person to conduct Association business. The Adjunct Faculty Member is responsible for completing the Faculty Absence Report, obtaining authorization from the Vice President, Human Resources and Employee Relations and submitting it to the appropriate Dean.

## **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 in any proceeding affecting the status of the Adjunct Faculty Member's employment with 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. Materials which were obtained prior to the employment of the Adjunct Faculty Member or those prepared by the hiring committee prior to employment in the District shall be excluded.

**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. 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) 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.** Assignment Notification.

(a) Adjunct Faculty Members shall be notified of hiring or non-hiring for Fall semester by May 15; for the Spring semester by November 30; for the Summer semester by April 15.

(b) Such notification shall be in writing 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.”

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

(d) 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.

(e) At the end of two years (2002 – 2004), the process will be reviewed for possible modification through the negotiation process.

**Section 7.** 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 8.** 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.** Effective August 16, 1999, Adjunct Faculty Members shall be paid on a contract basis. The laboratory rate shall be calculated at no less than 80% of the lecture rate.

**Section 2.** Adjunct Faculty Members shall be paid for six hours per semester for FLEX ACTIVITIES as described in **ARTICLE IX: Section 1. HOURS OF SERVICE** at the lecture rate.

**Section 3.** The District will continue the past practice of compensating Adjunct Faculty Members at the lab rate for attendance at District-wide committee meetings where the committee has been created by the Superintendent/President and where adjunct faculty participation is required.

In addition, the District will continue the past practice of compensating the same number of Adjunct Faculty Members at the lab rate for attendance at the following Senate committee meetings as required:

1. Faculty Senate
2. Executive Committee (Senate)
3. Professional Standards & Ethics
4. Educational Policies & Practices
5. Curriculum
6. Educational Technologies

(If the name of the Senate committee changes, compensation will continue if the committee has essentially the same function).

**Section 4.** Instructors who travel to second campuses on the same day will be paid mileage according to IRS regulations.

**Section 5.** The District and the Association agree Adjunct Faculty Member's will be paid at their lab rate for office hours to be scheduled at one half hour for 20% and 40% of full time load. Adjuncts teaching 60% load will have two half-hours of office time to be paid at the lab rate. Classes held in the Western Valley, where there are no office facilities available, may hold office hours via e-mail. Proof of the office time may be required upon request of the Dean.

(a) Teaching faculty will submit the time and day of the half hour to be placed on the load sheet and in the faculty's syllabus.

(b) Adjunct Faculty Members must apply in advance of the beginning of a class, through the Dean. The office hour becomes part of the load sheet for the individual instructor.

(c) Load sheet is to be signed by the appropriate Dean.

(d) Adjunct Faculty Member will include office hour information on current semester syllabi.

(e) A comprehensive listing of office hours for Adjunct Faculty Members will be provided in a book located in Educational Support Services. Said listing will be brought current on an as-needed, as well as, a semester basis.

(f) For those Adjunct Faculty Members who attain a 40% load after the beginning of the semester, the office hour can be added by following the process outlined in (b), (c) and (d) above.

(g) If the load drops below 40% during the semester, the Adjunct Faculty Member will continue to have office hour eligibility.

(h) Mutual agreement between the Adjunct Faculty Member and the Dean is required as to the regular location and time of the office hour.

(i) If an Adjunct Faculty Member is assigned to teach in two different divisions, one of those divisions will be designated as having responsibility for the office hours. Educational Support Services will validate this status.

(j) 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.

(k) Office hours cannot be claimed when they are not served (i.e. while on sick leave, Personal Necessity leave, Jury duty, etc.), or when the College is closed. However, if the office hour falls on such a day and time, the Adjunct Faculty Member shall have the right to reschedule office hours to another day and time within the same week, so long as adequate notice is given to students.

(l) Once the regular time for the adjunct faculty office hour is established and approved, Educational Support Services will add a column to the adjunct faculty member's time sheet.

(m) There are no accountability measures associated with office hours other than those outlined above. However, Educational Support Services will prompt the Adjunct Faculty Member regarding reimbursement.

(n) Teaching faculty will decide where this office hour will be held in order to best serve the students, and in recognition of the limitations of office time.

(o) Adjunct Faculty Members may request shared offices with full-time faculty or in the Faculty Resource Center on mutually agreed upon, or scheduled dates and times.

**Section 6. Additional Assignments**

(a) If an Adjunct Faculty Member is asked to write new curriculum and/or provide special program planning expertise to a Dean or Supervisor which is beyond the scope of his/her professional duties, said member shall be compensated.

(b) The fee for such service shall be the lab rate not to exceed ten (10) hour per semester, to sunset when parity is approached.

(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 four (4) hours of Flex compensation for upgrading syllabi utilizing 4fac.org.

(e) All additional assignments must be approved by the appropriate Dean and Vice President. An Employment Contract must be completed and approved with the appropriate signatures.

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

**Section 8. Salary Schedule**

(a) The new salary schedule will be effective August 26, 2005 through June 30, 2008 and is set forth in **Appendix A**. There will be no financial re-openers during the duration of this contract.

(b) For the implementation of the salary schedule, all adjunct faculty members are required to have original transcripts submitted to the Office of Human Resources. It is understood by both parties that initially there may be a delay in determining placement and new rates of pay. All adjunct faculty members hired before July 1, 2005 will be placed at the appropriate Step 2 of the salary schedule and will be credited on the Salary Schedule as having completed 18 SIU's for salary placement purposes. Verification of their academic preparation needs to be provided to the Office of Human Resources with original transcripts. If original transcripts are not available upon the date of the signing of this agreement the adjunct faculty whose transcripts are received afterwards will be placed the beginning of the following semester. Transcripts received after this date will be placed at the beginning of the next semester if they are received before November 15. Adjuncts hired prior to July 1, 2005 who do not have original transcripts will be placed at the Bachelor's Column, Step 2. Following the original implementation, new adjuncts will be placed on the Salary Schedule at Bachelor's Column Step 1 until a review of original transcripts is completed. All placements will be made according to **Appendix B**.

(c) All step increases will be evaluated and processed for advancement once annually at the beginning of the fall semester of each year, regardless of when SIU's are earned or the instructor qualifies for advancement.

(d) Summer hours and January intersession hours will be included in the number of SIU's for placement purposes unless there is a conflict with the sixty (60) percent rule.

(e) It is understood by both parties that Parity or Equity funding is a source of funds for the salary schedule. In the event that the funding source for achieving parity ceases or decreases salary negotiations will re-open. Both parties

will meet within thirty (30) days and put forth a good faith effort to reach an agreement within ninety (90) day thereafter.

**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 5.

## **ARTICLE VIII: LEAVES**

### **Section 1.** Sick leave.

(a) Each Adjunct Faculty Member shall be credited sick leave during each academic semester of assignment in which they complete at least eighteen hours of that assignment. Sick leave will be earned each semester 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. Unused sick leave may be accumulated indefinitely.

(b) 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 duty days, not to exceed two (2) days in any academic semester, 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 13. 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.** Family Care Leave. 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:

(a) 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; or

(b) Leave to care for a parent or a spouse who has a serious health condition.

(c) 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.

(d) 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.

(e) 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.

(f) 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 4. Bereavement Leave.** A Faculty Member is entitled to three (3) consecutive calendar days of leave for the death of any member of the Faculty Member's immediate family and five (5) consecutive calendar days for the death of an immediate family member when travel 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 consecutive days.

**Section 5. 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 6. 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.** Each Adjunct Faculty Member is urged to attend as many as six (6) hours of Flex-Day activities during those semesters in which he/she is assigned to teach.

**Section 2.** For the purpose of calculating compensation, all teaching loads shall be measured in Faculty Contact Hours (FCH) which are defined as those hours spent in the classroom or laboratory instructing students.

<u>Type of Instruction</u>	<u>Compensation Classification</u>
(a) Lecture hours - credit	Lecture
(b) Lab credit	Laboratory
(c) Developmental Education	Laboratory

**Section 3.** Non-Teaching Adjunct Faculty Members shall be compensated for each scheduled hour of service at the current laboratory hourly rate.

**Section 4.** Class size norms shall be established on the basis of program needs.

## 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” (on beeper). 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 Division who will initiate division level review process of course approval, including distance learning checklist, and who will insure that the course proposal is forwarded to CTAG and the Curriculum Committee and that approval is received

2) complete institutionally provided on-line training

3) schedule on-line course

4) submit invoice for development compensation to Vice President of Instruction at end of first semester during which on-line course is offered.

(c) On-line Course Development Compensation: Each Adjunct Faculty Member who initially (after the effective date of this agreement which shall be July 1, 1999) 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.

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

(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, in the case of class grievances, 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 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, in which Adjunct Faculty Members are required to render service to the District.

(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.** Informal level. A complaint may, but need not, constitute a grievance. Before filing a grievance, an Adjunct Faculty Member shall attempt to resolve the complaint by an informal conference with the Adjunct Faculty Member’s immediate supervisor.

**Section 3.** Any complaint that is not resolved at the informal level, as provided in Section 3. and which complaint constitutes a grievance as defined in **Section 2**, shall be processed in accordance with the following procedures:

(a) Level I: The grievant shall reduce the grievance to writing on the appropriate form and shall submit the grievance to the appropriate Dean, or designee within twenty (20) days after the date of the alleged misinterpretation or misapplication of the Agreement 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 grievant shall confirm that the matter had been discussed at an informal conference. The grievance shall be signed and dated by the grievant. The supervisor or designee shall conduct an investigation into the allegations and shall provide the grievant with a written decision within ten (10) days after receiving the grievance. Within the period from the filing of the grievance until the written decision, either the grievant and his/her designated representative or the supervisor or designee may request a conference to discuss the grievance. If the alleged misapplication or misinterpretation of the Agreement is made by an immediate supervisor, the process shall be implemented at Level II.

(b) Level II: If the grievant is not satisfied with the decision at Level I, the grievant may, within fifteen (15) days after receipt of the decision, or the date the

decision should have been sent, appeal the decision to the appropriate Vice 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 Vice President or designee shall hold a hearing with the grievant, the supervisor and such representative as the grievant may appoint. Within six (6) days of the hearing, the Vice President or designee shall provide the grievant and the Association a written decision.

(c) Level III: If the grievant is not satisfied with the decision at Level II, the grievant may, within fifteen (15) 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 fifteen (15) days, the President or designee shall hold a hearing with the grievant, the Dean, Vice President and such representative as the grievant may appoint. Within six (6) days of the hearing, the President or designee shall provide the grievant and the Association a written decision.

(d) Level IV: If either party is not satisfied with the decision at Level III, the District or the Association may demand final and binding arbitration before a mutually selected labor arbitrator. Either the District or the Association may, within the (10) days after receipt of the decision at Level III, 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 seven (7) 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. Such person shall then become the arbitrator. The arbitrator so selected shall contact the parties immediately 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 neither add to, detract from, nor 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. The arbitrator shall not have the authority to award monetary relief in excess of \$5,000. In cases of misinterpretation or misapplication of any type of salary computation, the arbitrator shall have authority to award back pay for a period no greater than the equivalent of one semester's assignment prior to the original filing of the grievance at Level I.

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. Grievances involving disciplinary appeals shall be governed in accordance with the procedures and standards of the applicable provisions of the Education Code and shall not be subject to the grievance and arbitration procedure.

8. Disputes regarding substantive and/or procedural arbitrability shall be resolved by the arbitrator without hearing, upon written motion of the parties.

9. The arbitrator shall be bound by applicable Federal, State and local law.

The arbitrator shall submit his/her written opinion and award to both parties within 30 days after conclusion of the grievance hearing(s) unless the parties agree to another date. 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 4.** Within the time limits for appeal to Level III, the District or the Association on behalf of the Grievant, may request that the Grievance be submitted to mediation prior to proceeding to Level IV 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 admissible in any future administrative or judicial proceeding. If the mediation level does not satisfactorily resolve the Grievance, either the Grievant or the District may appeal the Grievance to Level IV within ten (10) days following the last mediation session.

## **ARTICLE XII: EVALUATION**

**Section 1.** The procedures and forms to be used in the evaluation of classroom instructors shall be as contained in **APPENDIX D**.

## **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, 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: SAFETY**

**Section 1.** The Association shall have the right to appoint a member to serve on the District Environmental Health and Campus Safety Committee.

**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 XV: 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 Superintendent/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 ten (10) working days of receipt of the complaint.

**Section 4.** The complaint and the results of the investigation conducted by the Superintendent/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 Superintendent/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 Superintendent/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 XVI: 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 XVII: 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 by stipend. Such stipend shall be paid at the rate of \$160 per student. This amount shall be paid regardless of the number of units of Work Experience in which the student has enrolled. The stipend 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 stipend 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 60% of a full-time faculty load or 9 SIU's per semester. The load shall be calculated as follows:

1 Student = .1 SIU  
5 Students = .5 SIU  
10 Students = 1.0 SIU

### **ARTICLE XVIII: 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 XIX: 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 XX: HEALTH BENEFITS**

**Section 1.** Effective 2005/06 fiscal year the following benefit shall be provided.

(a) Adjunct faculty can participate in a District approved group medical and prescription plan at their own costs under the following conditions (at the time of the signing of this agreement the cost is \$10,144 annually).

(b) To be eligible for this program, the employee must have served the District as an Adjunct Faculty Member for a minimum of four (4) consecutive semesters, not including summer sessions, immediately prior to applying for the medical benefits described herein; must not be receiving medical insurance coverage through another employer either directly, or as a spouse, domestic partner, or dependent; and must comply with all requirements and procedures of the carrier for enrollment and maintenance of coverage.

(c) Adjunct Faculty Members scheduled to work at least 40% load or 6 SIU's may apply for medical coverage through a District-approved group medical plan. The premiums may be deducted from the Adjunct Faculty Member's payroll or by direct payment through check or money order to the District. The Adjunct Faculty Member must enroll within four (4) weeks of the start of the employee's assignment in the Fall or Spring semester of eligibility. Coverage will not begin until the first of the following month. If the enrollment deadline is not met, the employee may apply for this benefit in the subsequent semester, if eligible. Should the premiums exceed the employee's net pay, the employee must pay the District the total expected shortfall for the month within ten (10) days. Failure to make the required payment will result in termination of the coverage and make the participant ineligible for future coverage through the District as an adjunct faculty member. Participants must qualify for the program each semester. The parties agree that the assignment of the classes is a District right and that this medical benefits program does not obligate the District to maintain any Adjunct Faculty Member's load at any minimum level from one semester to another.

**Section 2.** There will be a member of the adjunct faculty appointed by the College of the Desert Adjunct Association to the Health and Welfare Committee (see **Appendix F**)

## **ARTICLE XXI: 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 XXII: 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, 2008.

**Section 4.** The Articles of the Agreement may be reopened only upon mutual consent of the parties except as otherwise provided within any given Article. It is understood that there will be no financial re-openers during the term of this agreement. There will be negotiations for a re-opener of **ARTICLE XXI: HEALTH BENEFITS** for the fiscal year 2007/08.

Agreed and accepted this \_\_\_\_\_ day of \_\_\_\_\_,  
2006.

**For Desert Community  
College District**

**For College of the Desert  
Adjunct Association**

\_\_\_\_\_  
Dr. David P. Bugay  
Vice President,  
Human Resources and Employee Relations

\_\_\_\_\_  
Judith Mandel  
President/Chief Negotiator

\_\_\_\_\_  
Terry Schukart  
Dean, Physical Education and Athletics

\_\_\_\_\_  
Dee Wood  
Vice President

\_\_\_\_\_  
Lenita Richards  
Director, Fiscal Services

\_\_\_\_\_  
Catherine Levitt  
Negotiator



# **APPENDIX A**

## **ADJUNCT SALARY SCHEDULE**

**August 26, 2005 through June 30, 2008**



## Adjunct Salary Schedule

August 26, 2005 through June 30, 2008

### DISTRIBUTION

Step Number	Degree	Bachelor	Masters	Doctorate
Step 1	<b>0-18</b>			
	Lecture	45.19	47.56	50.06
	Lab	36.43	38.34	40.36
Step 2	<b>19-36</b>			
	Lecture	47.56	50.06	52.69
	Lab	38.34	40.36	42.47
Step 3	<b>37-54</b>			
	Lecture	50.06	52.69	55.45
	Lab	40.36	42.47	44.70
Step 4	<b>55-72</b>			
	Lecture	52.69	55.45	58.37
	Lab	42.47	44.70	47.05
Step 5	<b>73+</b>			
	Lecture	55.45	58.37	61.43
	Lab	44.70	47.05	49.52



# **APPENDIX B**

## **FACULTY SALARY SCHEDULE PLACEMENT**

**For August 26, 2005 through June 30, 2008**



**Appendix B**  
**Faculty Salary Schedule Placement:**  
**August 26, 2005 through June 30, 2008**

<b>Column</b>	<b>Definition</b>
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**



Date \_\_\_\_\_

Number \_\_\_\_\_

Greivant  
Name \_\_\_\_\_

Represented By \_\_\_\_\_

Date of  
Alleged Violation

Date of  
Informal Discussion

Date of  
Oral Responses

Date  
CTA Notified

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_

**Specific articles and sections of agreement alleged to have been violated:**

\_\_\_\_\_

-

\_\_\_\_\_

-

**Statement of alleged violation: (Provide complete facts): Attach separate sheet if needed.**

\_\_\_\_\_

-

\_\_\_\_\_

-

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-

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-

\_\_\_\_\_

-

\_\_\_\_\_

-

**Relief Requested:**

\_\_\_\_\_

-

\_\_\_\_\_

-

\_\_\_\_\_

-

\_\_\_\_\_

-

\_\_\_\_\_

-

**Statement of Grievance Form**  
**Page 2**

**Level I  Dean or Designee (Adjunct Faculty Member initiates no later than 20 days after alleged incident. Dean provides written decision within 10 days of receipt of grievance.)**

Determination \_\_\_\_\_

Date of Receipt \_\_\_\_/\_\_\_\_/\_\_\_\_

Date of Response \_\_\_\_/\_\_\_\_/\_\_\_\_

Grievance  Resolved  
 Denied

Signature \_\_\_\_\_  
Dean or Designee

**Level II  Vice President or Designee (Adjunct Faculty Member initiates within 15 days of receipt of decision at Level I. Vice President holds hearing within 10 days of receipt of appeal; provides written decision within 6 days of hearing.)**

Determination \_\_\_\_\_

Date of Receipt \_\_\_\_/\_\_\_\_/\_\_\_\_

Date of Response \_\_\_\_/\_\_\_\_/\_\_\_\_

Grievance  Resolved  
 Denied

Signature \_\_\_\_\_  
Vice President or Designee

**Level III  Superintendent/President or Designee ( Adjunct Faculty Member initiate within 15 days of receipt of decision at Level II. President holds hearing within 15 days of receipt of appeal; provides written decision within 6 days of hearing.)**

Determination \_\_\_\_\_

Date of Receipt \_\_\_\_/\_\_\_\_/\_\_\_\_

Date of Response \_\_\_\_/\_\_\_\_/\_\_\_\_

Grievance  Resolved  
 Denied

Signature \_\_\_\_\_  
Superintendent/President or Designee

**Advisory Mediation**  **Adjunct Faculty Member** may request advisory mediation before moving to Level IV. Such a request must be made within 10 days of receipt of decision at Level III.

**Level IV**  **Arbitration** (Association or District initiates within 10 days of receipt of decision at Level III or following the last mediation session.)

Determination

Date of Receipt \_\_\_\_/\_\_\_\_/\_\_\_\_

Date of Response \_\_\_\_/\_\_\_\_/\_\_\_\_

Grievance  Resolved  
 Denied

Signature \_\_\_\_\_  
Arbitrator



# **APPENDIX D**

## **ADJUNCT EVALUATION PROCEDURES**



**Appendix D**  
**ADJUNCT FACULTY EVALUATION**

**TRANSMITTAL FORM**

**INSTRUCTOR** \_\_\_\_\_ **NEW** \_\_\_\_\_

**DIVISION** \_\_\_\_\_ **LAST EVALUATED** \_\_\_\_\_

\*\*\*\*\*

<b>WEEKS 1 - 6</b>	<u><b>DATE SCHEDULED</b></u>	<u><b>DATE COMPLETE</b></u>
--------------------	------------------------------	-----------------------------

**DEAN** \_\_\_\_\_

**DESIGNEE (IF APPROPRIATE)** \_\_\_\_\_

**NOTIFICATION TO INSTRUCTOR** \_\_\_\_\_

**PRE-OBSERVATION CONFERENCE** \_\_\_\_\_

**WEEKS 3 - 10**

**STUDENT EVALUATIONS DISTRIBUTED** \_\_\_\_\_

**STUDENT EVALUATIONS RETURNED** \_\_\_\_\_

**CLASS OBSERVATION-SECTION** \_\_\_\_\_

**WEEKS 6 - 13**

**POST OBSERVATION CONFERENCE** \_\_\_\_\_

**WEEKS 7 - 14**

**MATERIALS TO VICE PRESIDENT** \_\_\_\_\_

**MATERIALS TO HUMAN RESOURCES** \_\_\_\_\_

- \* TRANSMITTAL FORM
- \* PRE-OBSERVATION REPORT
- \* CLASSROOM OBSERVATION REPORT
- \* STUDENT EVALUATION SUMMARY
- \* SELF-EVALUATION (OPTIONAL)

\_\_\_\_\_  
**DESIGNEE**

\_\_\_\_\_  
**DEAN**

\_\_\_\_\_  
**VICE PRESIDENT**

## **I. 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.

## **II. FREQUENCY OF EVALUATION:**

New Adjunct Faculty Members will be evaluated the first semester of their initial assignment. Continuing Adjunct Faculty Members will be evaluated at least every three calendar years. More frequent evaluations may be scheduled at the discretion of the appropriate Dean or at the request of the Adjunct Faculty Member. The initial date of evaluation for continuing Adjunct Faculty Members will be determined by lottery.

Adjunct Faculty Members will be evaluated in all divisions in which they are teaching according to each division's rotation schedule.

## **III. 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.

## **IV. COMPONENTS:**

The components of the adjunct faculty evaluation process are:

- a. Pre-observation conference (Initial assignment only)
- b. Student evaluations
- c. Classroom observation
- d. Self-evaluation (optional)
- e. Dean's assessment
- f. Post-observation conference

## **V. TIME/PROCEDURES:**

### **From the 1st to the 6th week:**

1. The Office of Human Resources notifies the division of the Adjunct Faculty Members to be evaluated. Evaluation forms are sent to the division.
2. The Dean arranges for designee to conduct evaluations where appropriate.
3. The division notifies the Adjunct Faculty Member to be evaluated and arranges an appointment for the pre-observation conference. The instructor is requested to bring the syllabus, handouts, assigned text(s) and readings as well as statements about the conduct of the course.
4. Pre-Observation Conference. (Initial assignment only.) The Dean and/or designee meets with the new Adjunct Faculty Member to discuss the evaluation instruments and process, decide on class and the date of the visitation and review the class syllabus, text, and materials. The post observation conference date is set. The self evaluation form and a copy of the transmittal form are given to the instructor. Pre-observation contact (Continuing Adjunct Faculty only). The Dean and/or designee contacts the Continuing Adjunct Faculty Member to arrange class and the date of the visitation and review the class syllabus, text and materials.
  - a. The Dean, the Division secretary, or Dean's designee shall distribute evaluation forms to and collect the forms from students in the selected class(es). Immediately upon collection, forms shall be placed in a sealed, tamper-proof envelope by the representative of the Division Office, signed across the seal, and forwarded to the Dean for processing;

For those classes which are taught off-campus appropriate postage will be provided so that student evaluations may be mailed to the Dean.

5. Student evaluation packets are prepared consisting of a Scantron sheet and Form C.

**From 3rd to 10th week:**

1. The student evaluation process is conducted no earlier than the 6th week of the semester using the selected process.
2. The Adjunct Faculty Member completes the self-evaluation. (Form F)
3. The classroom observation occurs on the date established by the Dean or designee.

**From 6th to 13th week:**

1. The Dean, or designee, if appropriate, completes the classroom observation report (Form B ), compiles the student evaluation data and completes the summary sheet (Form D).
2. Post-Observation Conference. The Dean meets with the Adjunct Faculty Member to discuss the class observation, student evaluations, self-evaluation, and Dean's assessment. The self-evaluation may be included upon the request of the Adjunct Faculty Member.
3. Dean's assessment shall consist of all aspects of the Adjunct Faculty Member's performance, including student evaluations, classroom observation, and self-evaluation.
4. At the conclusion of the post observation meeting, two copies of the original evaluation materials shall be made by the Dean. One copy remains in the Division Office and the second copy is given to the Adjunct Faculty Member. The original evaluation materials are forwarded to the appropriate Vice President.

**Weeks 7 — 14:**

1. The appropriate Vice President reviews the evaluation materials, signs the transmittal form and forwards the materials to Office of Human Resources.
2. The Office of Human Resources retains the original copies of the evaluation materials.
3. The self-evaluation form may be placed in the Personnel file at the request of the Adjunct Faculty Member. (optional)

**VI. GENERAL PROVISIONS**

1. The Adjunct Faculty Member has ten (10) working days after post-observation conference to submit any written response to the Dean regarding the evaluation. This document shall be forwarded for placement in the employee's personnel file. Upon request, a meeting may be scheduled with the appropriate Vice President, the Dean or designee to discuss the evaluation.
2. The student evaluation raw data are to be retained in the office of the Dean. The completed forms do not become a part of the Adjunct Faculty Member's personnel file.
3. Student evaluation Scantron forms shall be returned to Adjunct Faculty Member no later than the end of the semester.
4. The evaluation process timeline will be adjusted appropriately for short-term classes.
5. The evaluation process is only for teaching Adjunct Faculty Members.
6. For those teaching Adjunct Faculty Members assigned to support labs such as the Academic Skills Center, the Dean or designee will make the appropriate adjustments in order to conduct an evaluation in a flexible environment.
7. For those students in English as a Second Language courses, provisions will be made to allow participation in the student evaluation process by either reading the instructions on Form C to the students or some suitable alternative.

**PRE-OBSERVATION CONFERENCE REPORT**  
**(Initial Assignment Only)**

**INSTRUCTOR TO BE OBSERVED** \_\_\_\_\_

**DATE** \_\_\_\_\_

**SECTION, COURSE NO., AND TITLE:** \_\_\_\_\_

\_\_\_\_\_

**DATE OF PRE-OBSERVATION  
CONFERENCE** \_\_\_\_\_

**DATE OF CLASSROOM OBSERVATION** \_\_\_\_\_

**SCHEDULED CLASS  
HOURS** \_\_\_\_\_

**Describe and evaluate the instructor's plan for this course. Comment on the syllabus, handouts, assigned text(s) and readings as well as the instructor's statements about this course. Describe and evaluate the assessment procedures used by the instructor for this course.**

## **INSTRUCTIONS:**

Rate your instructor on each item using the following scale:

- A Excellent Performance (Comparable to a grade of "A")
- B Good Performance (Comparable to a grade of "B")
- C Satisfactory Performance (Comparable to a grade of "C")
- D Inferior Performance (Comparable to a grade of "D")
- E Unsatisfactory Performance (Comparable to a grade of "F")

If you cannot make a reasonable judgment, leave the item blank. Please respond on the separate SCANTRON form provided. Do not write on this questionnaire.

## **STUDENT SURVEY QUESTIONS**

Your instructor:

- 1) Is knowledgeable in the subject matter of this course.
- 2) Is well-organized and prepared for class.
- 3) Encourages students and is responsive to student questions and comments.
- 4) Provides prompt and helpful feedback on student performance.
- 5) Uses graded materials (tests, papers, projects, etc.) that reflect the course objectives.
- 6) Distributes and explains the objectives and requirements of the course.
- 7) Covers material outlined in the course description and syllabus.
- 8) Stimulates interest in the subject.
- 9) Displays professional behavior.
- 10) Projects a positive attitude about students' ability to learn.
- 11) Is respectful of students and their diverse needs and backgrounds.
- 12) Please give your instructor an overall rating.

\*\*\*\*\*

Please use the back of this form and, if necessary, additional pages to add further comments. Examples: Suggestions for improvement, positive aspects about the course and instructor feelings about textbooks and materials, the grading system, type and quality of assignments, the elements you remembered most.

## **ADJUNCT EVALUATION SCANTRON SUMMARY**

Upon completion of the Student Evaluation, the results will be compiled in the scantron summary with signature lines for the Dean and Adjunct Faculty Member.

# CLASSROOM OBSERVATION REPORT

Instructor Observed: \_\_\_\_\_ Date: \_\_\_\_\_

Course Code and Title: \_\_\_\_\_

Date of Pre-Observation Conference: \_\_\_\_\_ Date of Classroom Observation: \_\_\_\_\_

Date of Post-Observation Conference: \_\_\_\_\_ Scheduled Class Hours: \_\_\_\_\_

Duration of Observation: \_\_\_\_\_ # of Students in Class: \_\_\_\_\_

Based on the activities observed in the classroom, rate the instructor by placing an X in the appropriate box. Please include relevant comments.

	Superior	Needs Improvement*			Comments
Command of the subject matter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Methods of communication used	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Appropriateness of class content	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Organization of material presented	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
General classroom management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Interactions between the instructor and the students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Innovation in teaching	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Teaching of objectives as stated in the syllabus	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Provisions for alternative ways of student learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Overall comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Observer's Signature \_\_\_\_\_ Observer's Division \_\_\_\_\_ Date \_\_\_\_\_

My signature below is an acknowledgment that I have seen and discussed this observation, but does not necessarily imply agreement with the conclusion of the observer. I understand, as an adjunct faculty member, I am not entitled to tenure rights of employment, and participation in the evaluation process does not change that employment status.

Adjunct Faculty Member's Signature \_\_\_\_\_ Dean's Signature \_\_\_\_\_ Date \_\_\_\_\_

**\*Comments required**

## SELF-EVALUATION

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

COURSE CODE AND TITLE:  
\_\_\_\_\_

SCHEDULED CLASS HOURS: \_\_\_\_\_ NO. OF STUDENTS ENROLLED: \_\_\_\_\_

NO. OF STUDENTS IN CLASS: \_\_\_\_\_

	Superior	Competent	Needs Improvement*	Comments
Command of the subject matter				
Methods of communication used				
Appropriateness of class content				
Organization of material presented				
Sequence of the class activities				
Interactions between the instructor and the students				
Innovation in teaching				
Teaching of objectives as stated in syllabus				
Provisions for alternative ways of student learning				

I understand this form is optional, and I may have it placed in my personnel file at my request.

I want \_\_\_\_\_ do not want \_\_\_\_\_ to have this form placed in my file.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\*Comments required

# **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 Superintendent-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**

### **PRESIDENT'S EMPLOYEE HEALTH AND WELFARE BENEFITS COMMITTEE**



## **PRESIDENT'S EMPLOYEE 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.

