



Collective Bargaining Agreement

Between

Desert Community College District

And

**Desert Community College Faculty Association
CCA/CTA/NEA**

July 1, 2013 – June 30, 2015

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ARTICLE 1: AGREEMENT

Section 1.1. 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 Desert Community College Faculty Association CCA/CTA/NEA ("Association"), an employee organization.

Section 1.2. 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 2: RECOGNITION

Section 2.1. Pursuant to the certification of the Public Employment Relations Board of the State of California dated April 20, 1988, in Case number LA-R-929, the District recognizes the Desert Community College District Faculty Association CCA/CTA/NEA as the exclusive representative of "Faculty Members" as defined in **Section 2.2.**

Section 2.2. "Faculty Member(s)" shall mean all academic employees of the District except: (i) part-time academic employees employed for less than 67% of a full-time load; (ii) All management personnel as defined in Government Code 3540.1 and as designated by the Board of Trustees.

Section 2.3. Any dispute 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.

ARTICLE 3: DEFINITIONS

Section 3.1. "Administrator" shall mean a management and/or supervisory employee of the District.

Section 3.2. "Bargaining Unit" shall mean all Faculty Members covered by this agreement.

Section 3.3. "Board" shall mean the Board of Trustees of the Desert Community College District.

Section 3.4. "President" shall mean the Superintendent of the Desert Community College District and the President of College of the Desert.

Section 3.5. "College" shall mean the College of the Desert including the Palm Desert Campus, Eastern Valley Center and Western Valley Center.

Section 3.6. "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 3.7. "Education Code" shall mean the Education Code of the State of California as it may be amended from time to time.

Section 3.8. "Association" shall mean the Desert Community College District Faculty Association CCA/CTA/NEA.

Section 3.9. "Parties" shall mean the District and the Association.

Section 3.10. "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 3.11. "Transfer" shall mean the relocation of a Faculty Member's assignment from one College site to another.

Section 3.12. "Reassignment" shall mean changing a Faculty Member's teaching assignment or function from one division or non-instructional unit to another or within a division or non-instructional unit from one discipline or function to another.

Section 3.13. "Site" shall mean the Palm Desert campus and assigned off-campus locations.

Section 3.14. "Day" shall mean any day during which the District Office is open to the public for business.

Section 3.15. "Immediate Family Member" shall include a Faculty Member's mother, father, mother-in-law, father-in-law, husband, wife, son, daughter, brother, sister, grandparent, grandchild, domestic partner, or any minor or other legal dependent living in the immediate household of the Faculty Member.

Section 3.16. "Reassigned time" shall mean a temporary assignment of a Faculty Member to perform work (1) which is outside the normal requirements of that Faculty Member's assignment, (2) which is performed with the mutual agreement of the District and the Faculty Member at the request of the Faculty Member, (3) which is performed at the request of the District, and (4) which is performed under the supervision of the District as a part of the Faculty Member's normal contract term and load as they are defined in **ARTICLE 12: HOURS OF SERVICE**.

Section 3.17. "Released time" shall mean all of that part of a Faculty Member's normal assignment which is temporarily unassigned in order to provide the Faculty member with compensation for professional work which is of recognized professional benefit to the Faculty Member and/or the District, but over which the District has little or no authority nor control e.g. the provisions of Section 6.1. of **ARTICLE 6: RIGHTS OF THE ASSOCIATION**.

Section 3.18. "Team teaching" shall mean those classes where more than one Faculty Member is assigned instructional duties for the same section of a course. Parallel team-taught

classes are those in which Faculty are required to participate in all class meetings/activities and thus receive the same work load credit. Series team-taught classes are those in which each Faculty Member teaches a portion of the class during the semester and receives proportionate work load credit. (See provisions of **Section 12.9** of **ARTICLE 12: HOURS OF SERVICE**.)

ARTICLE 4: ACADEMIC CALENDAR

Section 4.1. The work year shall not exceed one hundred seventy-five (175) days inclusive of days specified by the District as Faculty In-Service days as part of the "Flex Calendar". Faculty In-Service days shall not exceed seven (7) days in any one academic year.

Section 4.2. The Academic Calendar shall be determined by the President upon recommendation from the Senate and Superintendent/President's Executive Committee in order to provide the most convenient and educationally sound schedule for students. The Academic Calendar shall be determined and posted no later than October 1 of each calendar year for the following academic year.

- (a) In the event the recommended calendar proposes a significant change in the pattern of the academic year, the recommendation will be made no later than September 15 of the calendar year for the following academic year, and shall be submitted to the Executive Board of the Association for concurrence. Should consensus not be reached, the calendar shall be subject to negotiations between the District and the Association.
- (b) The number of faculty duty days may be reopened by either party upon thirty (30) days written notice to the other provided that such notice is given no later than September 1, of the academic year preceding the year in which the proposed change is to take place.

ARTICLE 5: RIGHTS OF THE DISTRICT

Section 5.1. It is understood and agreed that the District retains all of its powers and authority to direct, manage and control the operations of the District to the full extent of the law. Included in but not limited to those duties and powers are the exclusive rights to: determine its organization; direct the work of its employees; determine the time and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the District retains the right to fix duties and responsibilities, establish positions, hire, assign, evaluate, promote, terminate, and discipline unit members.

Section 5.2. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules and regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law.

Section 5.3. The District retains its right to take whatever actions may be necessary to carry out its mission in emergency situations. The determination of whether or not an emergency exists is solely within the discretion of the District.

Section 5.4. The exercise of the rights under this Article are not subject to the grievance procedures of this Agreement.

ARTICLE 6: RIGHTS OF THE ASSOCIATION

Section 6.1. To satisfy the requirements of Section 3543.1 (c) of the Government Code, the Association shall be allowed released time equivalent to twenty-four (24) Semester Instructional Units (SIU's) per semester for the purposes of negotiations, grievance processing, and continued positive relations between District and Association. The time will be allocated, in consultation with District Administration, to the bargaining team and the Leadership of the Association in a manner deemed most appropriate. Allocations must be determined in time for their inclusion in the structuring of the semester class schedule.

In addition, the District shall grant leave upon request and without a loss of compensation to Association officers to attend to Association business as determined by the Association, pursuant to Education Code § 87768.5. Within 10 days of receipt of a request from the District, the Association shall reimburse the District for all compensation paid the employee on account of the leave. This leave is in addition to the released time for grievances and negotiations granted under Government Code Section 3543.1(c).

Section 6.2. Any 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 Desert Community College District Faculty Association CCA/CTA/NEA dues or assessments in the Association and negotiating team fees. 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 the total amount is deducted by the end of the ten (10) month academic year.

Section 6.3. With respect to all sums deducted by the District pursuant to authorization of the Faculty Member, whether for membership dues or equivalent fees, 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 Faculty Members for whom such deductions have been made.

Section 6.4. It is explicitly provided that nothing in this Agreement shall limit or negate the rights of the Association as those rights are granted under the provisions of the Education

Employment Relations Act (EERA) and/or the Education Code.

ARTICLE 7: EMPLOYEE RIGHTS

Section 7.1. The Board of Trustees recognizes and will act to support traditional academic freedom as is defined by the California Code of Regulations and has been interpreted by the law as it applies to Faculty members carrying out their assigned duties and responsibilities including the professional presentation of what might be considered to be controversial materials.

Section 7.2. Neither the District nor the Association shall discriminate in any way against any 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 7.3. There shall be an official District personnel file for each 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 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 Faculty Member shall be a part of the official District file. Materials which were obtained prior to the employment of the Faculty Member or those prepared by the hiring committee prior to employment in the District shall be excluded.

Section 7.4. 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 Faculty Member. If the Faculty Member refuses to sign, the refusal shall be noted and the documents 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 Faculty Member for review at least 10 days before it is placed in the personnel file. The Faculty Member shall be allowed 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 7.5. Within the provisions and guidelines of California Education Code Section 87031, each 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 Faculty Member's personnel file when accompanied by the Faculty Member, or, in the absence of the Faculty Member, the designee may review the Faculty Member's file providing the designee has a signed authorization from the Faculty Member. The 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 7.6. 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 will be placed in an envelope, sealed, and not opened absent authorization of the Superintendent/President or lawful court order.

Within ten (10) working 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) shall remain in the personnel file, but 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."

The unit member shall be notified of the opening of the sealed envelope within five (5) working days of the decision to open the envelope by the Superintendent/President or lawful court order.

Section 7.7. 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 a 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.

ARTICLE 8: COMPENSATION

Section 8.1. All Faculty Members shall be placed on the Teaching Salary Schedule in accordance with the educational and experience criteria contained in the Salary Schedule (**APPENDIX A and B**).

Section 8.1.1 Each faculty member shall be granted one increment on the salary schedule for each year of service until the maximum number of increments is reached. Newly hired faculty must be employed prior to April 1st to be eligible for a step effective July 1st in any given year.

Section 8.2. Faculty will have the option of a ten (10), eleven (11), or twelve (12) month pay period as long as it is permissible by the payroll provider.

Section 8.3. Counselors and librarians shall be assigned to 192 duty days.

Section 8.4. Extended days for Faculty Members assigned to special projects shall be determined by mutual agreement between the District and the Faculty Member. Such extended days will be determined solely upon the need for the special service.

Section 8.5. Overload, summer, and intersession rates shall be as follows:

Overload and Summer Rates:

Lecture Rate: \$64.00 Lab Rate: \$52.00

The rate of salary of January Intersession shall be:

Lecture Rate: \$72.00 Lab Rate: \$58.00

Section 8.6. Longevity Stipend shall be established as follows:

20-24 years of service	\$1,000 annually
25-29 years of service	\$1,250 annually
30-34 years of service	\$1,500 annually
35-39 years of service	\$1,750 annually
40-44 years of service	\$2,000 annually

Section 8.7. The District and the Faculty Association agree that the full-time salary schedule shall be increased by funded COLA as determined by the State Budget on July 1 of each year. Such increase shall be retroactive to July 1 from the date that the State Budget is signed into law. For the 2013-14 Fiscal Year, all cells on the salary schedule will be increased by 3% or funded COLA, which whichever is greater.

Section 8.8. Procedures for salary advancement shall be those contained in **APPENDIX B, "FACULTY PROFESSIONAL ADVANCEMENT."**

Section 8.9. The District will provide a 403B Plan to eligible Faculty Members pursuant to the terms and conditions set forth herein. It is the parties' intent that the 403B Plan is designed to benefit long term employees by providing assistance in planning for retirement. The District will agree to pay all 403b fees relating to maintaining the plan. The District will resume matching Faculty Member's contributions up to one thousand two hundred dollars (\$1,200) per fiscal year. The Association agrees to the vendor chosen by the District to administer the 403B Plan. The vendor has established other provisions of the plan which are not set forth herein, but are requirements of the plan. These additional provisions are set forth in the plan documents.

To be eligible to participate in the 403B Plan during any fiscal year, a Faculty Member must be in paid status as of July 1 of the particular fiscal year (or in the case of new Faculty, the first day of the academic year) and meet one of the following criteria:

1. The member is employed in a tenure track position which is completely (100 percent) funded by regular District monies (unrestricted general fund or District restricted funds); or
2. The member is employed in a tenure track position which is funded by on-going State restricted funds; or
3. Regardless of sources of funding, the member has been a full-time Faculty Member continuously for three (3) years or more prior to July 1 of the fiscal year in which benefits are sought. In this situation only, the Faculty Member shall be immediately vested.

The Faculty Member becomes vested after three (3) years of participation in the plan or at age 55, whichever comes first, except in the instance cited in number 3 above.

Section 8.10. Mileage reimbursement can be claimed by faculty members assigned to more than one area in the District on the same day on a regular District contract assignment. Distance allowed will be for those miles between areas or other assigned locations other than the distance between home and College. The mileage rate will be such amount as allowed by IRS Regulations.

ARTICLE 9: INTERSESSION

The period between the fall and spring semesters in the month of January each year will be allocated for Intersession classes. If classes are scheduled during this Intersession period, the following conditions shall apply:

Section 9.1. There will be one holiday during this period, Martin Luther King Day.

Section 9.2. Faculty member's Intersession rate will be defined in **Article VIII: Compensation.**

Section 9.3. Faculty members who will teach during this time will attend a paid special training and support sessions not to exceed two (2) hour (s) regarding the teaching of short term classes prior to being eligible to teach during Intersession. Faculty shall be compensated for this training at the established rate. Faculty members are required to take this specialized training only once and will not be compensated if they desire to take it again.

Section 9.4. Intersession classes will not be counted as a part of faculty load or overload. Load banking will not apply to any classes taught during Intersession.

Section 9.5. Service/committee assignments will not be required during Intersession. One office hour per week will be required for each course taught.

ARTICLE 10: HEALTH AND WELFARE BENEFITS

Section 10.1. The 2010-2011 levels of medical, dental, prescription, vision, employee assistance, long-term care, and accidental death and dismemberment insurance shall be maintained until September 30, 2011. If changes to providers are made, those changes will occur at the end of that contract year.

Section 10.1.1 The District shall provide the Association with written notice and shall bargain any change in plans resulting in a substantial change in the current level of costs or benefits being offered to unit members collectively.

If the District desires a change in plans that does not result in a substantial change to the level of costs or benefits currently being provided to unit members, the District will provide the Association with advance written notice and documentation of the level of coverage offered by the new plans prior to the change taking place. However, the District shall only be

obligated to negotiate the change in plans if it is determined that there is a substantial change in the level of costs or benefits being provided.

Section 10.1.2 In the past, bargaining unit members were eligible for Health and Welfare benefits on the first day of the first month following his/her first day of paid service. Bargaining unit members hired after September 1, 2008 shall be eligible to participate in health and welfare benefits on the first date of the month following his/her first day of paid service, provided that first day of paid service was on or before the 15th day of the month. If a bargaining unit member provides his or her first date of paid service on the 16th day of the month or later, he/she will be eligible to participate in health and welfare benefits on the first day of the second month following his/her first day of paid service. For example, a bargaining unit member whose first day of paid service is any day from September 1 to September 15 will be eligible to participate in health and welfare benefits on October 1. However, a bargaining unit member whose first day of paid service is any day from September 16 to September 30 will be eligible to participate in health and welfare benefits on November 1.

Section 10.2. Unless otherwise negotiated, the maximum district contribution for medical, dental, vision, prescription, employee assistance, long term care, accidental death and dismemberment, and life insurance shall be one thousand two hundred and fifty dollars (\$1,250.00) per month or \$15,000 annually per eligible participating bargaining unit member. In the event that the amount budgeted in a year (currently \$15,000 x # of bargaining unit members) is not exhausted, the surplus will remain in a fund for use by bargaining unit members the following year to offset the costs of health and welfare benefits. Based on the October 1st enrollment, the District will provide an accounting to the Association.

Section 10.2.1 An employee shall have no entitlement to the difference in the event the monthly cost of benefits selected by the employee is less than the District's maximum monthly contribution of \$1,250.00.

Section 10.2.2 Any amount in excess of the District's monthly or yearly contribution shall be the employee's obligation and shall be deducted from the member's monthly salary as a pre-tax payroll deduction as determined by the Association per Section 2.3. In addition, the employee shall be responsible for all other expenses and changes associated with the health plan of their choice, including, but not limited to, deductibles, co-pays, covered services and products or other out-of-pocket expenses (non-premium costs) associated with each plan.

Section 10.2.3 The District shall determine the aggregate maximum projected annual contribution for those employed as of July 1st and thereafter, the Association shall re-allocate these funds towards the purchase of health and welfare benefits for its members.

Section 10.2.4 Starting October 1, 2011, the District will provide at least one plan for which there is no premium cost for employee only coverage.

Section 10.3. Domestic partner health benefits are available to eligible employees and their domestic partners (as defined). The terms and conditions of domestic partner health benefits are set forth in **APPENDIX K** of this Agreement.

Section 10.4. The Association shall have the right to appoint two members to the Employee Health and Welfare Benefits Committee as defined in **APPENDIX G**.

Section 10.5. Employees who retire prior to age 65 after at least 10 years of service with the District shall be provided with the same Package as available to active employees at the same cost as active employees until age 65.

Section 10.6. The District shall comply with Education Code Section 7000 et. seq. Further, the Parties agree that the District will not develop a separate experience claims rating for individuals who choose coverage under this Education Code section.

Any plan pursuant to this section shall provide separate single and two-party rates for at least the following classes: 1) for those under 65 who retired prior to 10 years of service with the college, and, 2) for those over 65.

The District shall permit any former academic employee who has retired from the District to enroll in the health and welfare benefit plan excluding life insurance, currently available to its current academic employees. Retirees shall receive the same level of benefits which active employees are receiving during that same year. In addition, the District shall also permit the enrollment of the surviving spouse of a former academic employee who either retired from the District or was, at the time of his or her death, employed by the District as an academic employee and a member of the State Teacher's Retirement System.

Enrollment pursuant to this section shall be at the retiree or surviving spouse's own expense.

A spouse of a living former eligible bargaining unit member will only be eligible for the benefits provided for in this section if the retiree him/herself is taking (and therefore paying for) benefits pursuant to this section.

This section does not apply to either the new spouse upon the remarriage of a surviving spouse of a former eligible Faculty Member or the children of a faculty or former eligible faculty employee.

Said benefit plan shall be operational by the end of the spring 2001 semester and shall cover any retirees whose effective retirement date is on or after January 1, 2001.

ARTICLE 11: LEAVES

Section 11.1. Illness Leave. Each Faculty Member shall be credited illness leave at the beginning of each academic year. Unused illness leave may be accumulated indefinitely. This annual credit for illness leave need not be accrued prior to taking leave by the employee. Illness leave will be earned annually on the basis of days of service for full-time Faculty Members as

follows:

<u>Days of Service</u>	<u>Days of Illness Leave Earned</u>
170-190	10
191-210	11
211-230	12

Section 11.1.1 Accumulated illness leave may be used in any semester or session (Fall Semester, Spring Semester, Summer Session, and Winter Intersession) in which the unit member has a assignment.

Section 11.1.2 Accumulated illness leave shall be used based on the percentage of the Faculty Member's daily assignment . For instructional faculty, daily assignment shall include classroom assignments; and office hours.

Section 11.2. In any academic year, pursuant to California Labor Code Section 233, each Faculty Member may use one-half of the current year's annual accrual of illness leave provided for by this section for illness or injury of a parent, child, spouse, or domestic partner.

Section 11.3. Faculty Members who are absent from their duties for a period of five months or less on account of illness or accident, and who have exhausted the sick leave provided in **Section 11.1**, shall be compensated in accordance with the provisions of Education Code Section 87780. Education Code Section 87780 provides, in pertinent part:

due him or her for any month in which the absence occurs shall not exceed the sum which is actually paid a temporary employee to fill his or her position during his or her absence or, if no temporary employee was employed, the amount which would have been paid to the temporary employee had he or she been employed.

Section 11.3.1. Faculty Members who are absent from their duties for a period of five months or less on account of illness or accident, must exhaust sick leave before accepting compensation in accordance with the provisions of Education Code Section 87780.

Section 11.4. Personal Necessity Leave.

- (a) A Faculty Member may be absent from duty without loss of pay for duty days, not to exceed seven (7) days in any academic year, for reasons of personal necessity, with such leave charged against earned sick leave.
- (b) Available days may be used for purposes deemed by the 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, a Faculty Member shall arrange leave at a time

which is mutually acceptable to the Faculty Member and his/her supervisor and obtain prior approval from the appropriate management/supervisory person.

- (c) Purposes for which personal necessity leave may be used to include:
1. Death of a person significant to the Faculty Member;
 2. An accident or emergency illness involving the Faculty Member's person or property or the person or property of the Faculty Member's immediate family (as defined in **Section 3.15 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 Unit Member's regular work day, and which cannot be arranged outside of the Unit Member's normal work day.

Section 11.5. Family Care Leave. In accordance with the provisions of Government Code Section 12945.2 and the Federal Family and Medical Leave Act (FMLA) of 1993, each Faculty Member shall be eligible for an unpaid leave of absence, not to exceed twelve (12) working weeks (60 working days) (26 weeks for military caregiver leave) in a twelve (12) month period for the following purposes and under the enumerated conditions:

- (a) Leave because of: (1) the birth of a child of the Faculty Member, (2) the placement of a child with the Faculty Member in connection with the adoption of that child by the Faculty Member, or (3) the serious health condition of a child, parent, spouse or domestic partner of the Faculty Member, (4) the placement of a son or daughter of the employee for foster care, (5) a serious health condition that makes the Faculty Member unable to perform the functions of the position; or 6) a qualifying exigency as defined by the law; and 7) a military caregiver as provided by law.
- (b) Faculty Member shall retain all employment rights during the leave period and shall be guaranteed the right to return to the same or a similar position at the end of the leave period.
- (c) Family Care Leave is to be used in conjunction with and coordinated with the "Personal Necessity Leave" provided in this Article, **Section 11.4** Personal Necessity Leave.
- (d) A Faculty Member who uses Pregnancy Disability Leave pursuant to **Section 11.9** of this Article, shall exhaust her Family and Medical Care Leave concurrently with the Pregnancy Disability Leave.
- (e) Faculty Members on Family Care Leave shall continue to be eligible for membership in the District health and welfare plans as those plans are described under **ARTICLE 10: HEALTH AND WELFARE BENEFITS**, of the Agreement.

If the Faculty Member fails to return to work when the leave expires for a reason other than the continuation, recurrence or onset of a serious health condition that would entitle the Faculty Member to leave under existing law, or other circumstances beyond the Faculty Member's control, the District will recover the premium which was paid for maintaining health coverage during the Faculty Member's leave.

- (f) The District will require certification which indicates the medical necessity for requesting leave and the expected duration of such leave if the Faculty Member is requesting leave because of a serious medical condition.
- (g) If the need for the leave is foreseeable, 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 11.6. Bereavement Leave. A Faculty Member is entitled to three (3) days of leave for the death of any member of the Faculty Member's immediate family and five (5) days for the death of an immediate family member when travel of more than 350 miles one way is required. These days do not need to be taken consecutively, however they must be taken within eight (8) calendar days. Unusual circumstances which do not fall within the eight (8) day guideline require administrative approval.

Section 11.7. Jury Leave. A Faculty Member shall be granted leave at full pay when regularly called for jury duty. As soon as the Faculty Member receives the order calling him or her to jury duty, the Faculty Member must present a copy of the order to the Human Resources Office and notify the appropriate Dean. The District shall not discourage employees from accepting jury service. The District reserves the right to discuss with the Faculty Member the practicality of seeking exemption and/or deferment when jury service would materially disrupt District operations. Fees received by the Faculty Member, excluding travel and subsistence expenses, shall be remitted to the District.

Section 11.8. Subpoena Leave. Each Faculty Member shall be granted leave at full pay when subpoenaed 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 11.4** Personal Necessity Leave, or, with the approval of the appropriate Vice President as unpaid leave.

Section 11.9. Pregnancy Disability Leave. Upon written request, accompanied by verification from a licensed California physician, pregnancy disability leave of absence without pay will be granted a Faculty Member who is pregnant. Such leave shall be for a term of one academic

year or less and shall terminate with the beginning of either the Fall or Spring semesters. Faculty Member returning from pregnancy disability leave shall provide the District with at least one calendar month's notice of Faculty Member's intent to return. Faculty Member may be returned to a temporary assignment different from that which she left should her return come at a time other than the beginning of a semester. Each Faculty Member returning from pregnancy disability leave will be required to submit a statement from a licensed California physician attesting to the Faculty Member's fitness to return to duty. Requests for pregnancy disability leave shall be submitted through the Faculty Member's immediate supervisor and should reach the office of the appropriate Vice President at least one month prior to the beginning date of the leave. Faculty Members on unpaid pregnancy disability leave shall have the right to maintain all benefits by paying the full cost of the premium of such benefits. Disabilities caused by or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from are for all job related purposes temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment.

Section 11.10. Unpaid Leaves. The Board of Trustees may grant an unpaid leave of absence upon petition of a Faculty Member. Such unpaid leave, if granted, shall not be counted toward seniority or salary advancement. Such leave does not guarantee that Faculty Member shall be returned to the same assignment as that which was left. Faculty Member shall be entitled to return to a position in a class of employment within the bargaining unit for which the Faculty Member is credentialed or otherwise qualified. Unpaid leaves shall not exceed a term of one year. The Board of Trustees may extend the leave year-to-year for a total leave of not greater than three (3) years. Faculty Member must notify the District of Faculty Member's intent to return or not to return to regular status no later than three (3) calendar months prior to such return. The Faculty Member on unpaid leave of absence shall have the right to maintain all benefits by paying the full cost of the premium for such benefits. If a change is proposed in the position held by a Faculty Member prior to going on leave, the returning Faculty Member is entitled to the same prior notice and opportunity as would be afforded any other Faculty Member.

Section 11.11. Sabbatical Leaves: Sabbatical Leaves may be granted by the Board of Trustees as follows:

On the recommendation of the President, the Board of Trustees may permit a Faculty Member to take sabbatical leaves for the purpose of self improvement and benefits to the District. Applicants for sabbatical leaves must file a program of study, research, writing or travel, and must submit a report upon return from leave, the nature of which shall be determined for each individual applicant. The report shall be submitted to the Sabbatical Leave Committee and the Committee shall be responsible for depositing a copy with the College Librarian.

A maximum of 4% of the Faculty may be on sabbatical at any one time.

Qualified Faculty Members may be permitted to choose one of the following alternatives after 7 consecutive years of full-time certificated service:

One academic year at full pay;

One semester at full pay;
Two alternating semesters at full pay;

Faculty choosing to use alternating semester option must submit a plan which justifies the alternative in terms of a need to complete the proposed project, or in terms of a special consideration for continuity of College operations.

A further eligibility requirement for sabbatical leave is that the Faculty Member return for at least two years of service after the completion of sabbatical leave. Applicable regulations for the administration of this policy shall be adopted by administration in consultation with the Sabbatical Leave Committee and the local chapter of the California Teachers Association.

In accordance with the requirements of the last paragraph of the Policy, the Parties have agreed on the procedures and forms contained in the document "SABBATICAL LEAVE PROCEDURES" attached hereto as **Appendix E**.

Section 11.11.1 Load banked time cannot be combined with a sabbatical leave either before or after a sabbatical leave is granted to create an absence of greater than one (1) year in length.

ARTICLE 12: HOURS OF SERVICE

Section 12.1. The standard workweek is comprised of a variety of professional activities on and off campus, including but not limited to, instructional assignments, regular librarian and counselor assignments, preparation for such assignments, evaluation of student performance, participation in student advisement, participation in faculty and administrative committee assignments, curriculum development, maintenance of office hours, participation in consultations with students and assisting in the conduct of student co-curricular performances.

Section 12.2. The standard workweek shall be Monday through Friday (subject to provisions in Section 5 of this Article). No Faculty Member shall be assigned to teach classes more than five work-days per week. This Article applies to all instructional, and non-instructional faculty. If a Faculty member has a Saturday assignment, such Faculty Member will not be assigned on a day during the standard workweek mutually agreed to by the Faculty Member and the Faculty Member's immediate supervisor.

During any semester, if in the opinion of the School Dean, the teaching assignment of a Faculty Member or Members within their Division is such that they cannot meet the requirements of this Section, the Dean may suspend the requirements of this Section for that Faculty Member or those Faculty Members.

District shall report each exception to the Association Executive Board no later than the fourth week of classes of the semester within which the exception occurs.

Section 12.3. In addition to their regularly scheduled teaching assignments, all Faculty Members assigned to classroom instruction shall maintain at least five (5) office hours per week. Faculty members shall publish such hours and availability in each course syllabus and provide such information for posting on the District's website. All Faculty Members shall be available to students by appointment and shall so notify students.

In addition, all Faculty members will devote an average of two (2) hours per week, beyond teaching hours and office hours to faculty and administrative committee assignments and other areas of service to the District. Such committee assignments may include Advisory Committee service. Senate Committee representative (not as an alternate), Faculty advisor for student clubs as approved through the Student Activities office, College-Wide Committees, and Divisional Committees. In addition, the following may be completed in lieu of the required two (2) hours per week of administrative committee assignments provided they are approved by the School Dean as programs are developed: mentoring tenure track faculty, mentoring non-tenure track full-time faculty, mentoring adjunct faculty, work in the Academic Skills Center, student mentoring for the International Student Center, and other assignments as approved by the School Dean.

Section 12.3.1 A proportionate adjustment of scheduled office time shall be made in accordance with the amount of release time. Example: Regular schedule of classes is 15 SIU's with five hours of scheduled office time. A reduced load of 12 SIU's will result in four hours of scheduled office time.

Section 12.4. All teaching loads shall be measured in Semester Instructional Units (SIU). Semester Instructional Units shall be calculated upon the following ratios:

<u>Type of Instruction</u>	<u>SIU Ratio</u>
(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

Section 12.5. Librarians, non-counseling coordinators, and counselors' standard work week shall be based on forty (40) hours per week and shall consist of thirty-six (36) scheduled hours and four (4) hours of preparation time per week. If an assignment is for four (4) nine (9) hour days, the Faculty Member will only be required to be on campus for four (4) days. This assignment will count as five (5) working days.

Section 12.6. Workload shall be 15 SIU's each semester. The workload for the Summer Session shall not exceed nine (9) SIU's. All SIU's in excess of the workload as defined above, shall be compensated at the adopted hourly rate. Load banking only exists with respect to full courses taught as part of an overload, including summer school.

The maximum assignment shall ordinarily be three different class preparations per semester. Should program needs or instructor preference make a higher number of preparations desirable or necessary, the maximum may be exceeded by mutual agreement between the Faculty Member and the School Dean. In order to provide a full load, when no other assignments exist for which the Faculty Member meets minimum qualifications, the District right of assignment prevails.

Section 12.7. No Faculty Member shall be assigned or compensated for an overload of more than forty percent (40%) of their normal teaching load during any semester. The Faculty Member may be assigned overload up to sixty percent (60%) with administrative approval. Full-time Faculty Members who qualify, shall be provided an opportunity before adjunct faculty are employed to teach those same classes.

Section 12.8. In lieu of the payment provided for in **Section 12.7.** above, for SIU's in excess of work load, Faculty Members who so choose may "bank" excess SIU's in accordance with the provisions of the regulations and guidelines contained in **APPENDIX I.**

Section 12.9. Team teaching assignments shall be available to Faculty in the manner prescribed in **ARTICLE III, Section 3.18.** All such assignments shall require the approval of the Vice President of Instruction/Chief Instructional Officer or appropriate Administrator.

Section 12.10. Department Chairs

Section 12.10.1 Definitions

- a. The Department Chair is an additional assignment for a full time faculty member with responsibility in a department.
- b. A department is an organizational unit defined by the District.

Section 12.10.2 Eligibility

Eligibility shall be in the following order.

1. Tenured faculty within the department

2. Non-tenured full time faculty within the department
3. Full time tenured faculty from any department

Section 12.10.3 Term

- a. The Department Chair position is no less than a nine (9) month assignment.
- b. Department Chairs will be elected for a two year term.

Section 12.10.4 Compensation

- a. Department Chairs will be compensated with a stipend according to **Appendix J**.
- b. Department Chairs may request to purchase up to five (5) Semester Instructional Units (SIUs) as reassigned time at the current full time faculty overload lab hourly rate times eighteen (18) weeks per one (1) SIU.
- c. A contract will be issued for each Department Chair. The contract will include the duties and responsibilities, term of the assignment and total stipend.

Section 12.10.5 Election Procedures

- a. Department Chair elections shall occur every two years or as necessary to fill a vacancy.
- b. Departments will be defined by the District no later than the 7th week of the semester. All full time faculty will be assigned to a department by the District.
- c. Nominations shall occur no later than the 9th week of the spring semester.
- d. Nomination will be open for two weeks.
- e. If there are no tenured faculty within the department nominated at the end of the two week nomination period, nominations will open for one week for non-tenured full-time faculty within the department.
- f. If there are no nominations of full time faculty for Department Chair within a Department, nomination will open for an additional week for tenured faculty from any Department of the district.
- g. The Department Chair is elected by the faculty in the Department.
- h. Full time faculty within the department will have one vote each.
- i. Department Chair election will be by secret ballot.
- j. Elections shall take place no later than the 12th week of the spring semester.
- k. Elections shall be decided by a simple majority of the legal votes cast. In the event of a tie, the Dean will make the decision.

Section 12.10.6 Job Description. Because of the wide spectrum of activities within

the different divisions, the job description for each Department Chair shall be determined within each department in a process that includes the Dean and all full time and adjunct faculty members in the department in an open, collaborative process.

- a. Department Chair duties will be discussed and determined before nominations open for the position.
- b. Department Chair duties will be limited to those duties that require the expertise and experience of a faculty member.
- c. Department Chair duties will enhance faculty input on campus and provide for increased participation.
- d. Duties may include, but are not limited to any of the following:
 - i. Facilitate communication among full and part-time faculty within the department and conduct regular scheduled department meetings including full and part-time faculty and staff
 - ii. Participate in department chairperson meetings with the School Dean and/or Director
 - iii. Work with faculty to facilitate the development of a schedule of classes to recommend to the Dean
 - iv. Coordinate program reviews, Program Review Yearly Updates and tasks associated with our planning processes.
 - v. Coordinate the decision-making process for the selection of textbooks
 - vi. Lead the department's efforts (work with faculty in disciplines to assist) in curriculum development and other areas, such as:
 - a. Review and updating course outlines and catalog entries
 - b. Develop new course proposals and programs
 - c. Act as liaison between department, School Deans, articulation officer and Student Affairs/Academic Affairs
 - d. Assist and support the development of innovative projects and teaching/counseling techniques
 - e. Assist with learning outcomes and assessment processes
 - vii. First contact for facilities issues, student/faculty issues (e.g. grades), faculty/faculty issues, staff issues.
 - viii. Facilitate faculty participation in Program Advisory Committees, outreach and recognition activities.
 - ix. Facilitate faculty participation with program activities, Program Advisory Committees, outreach and recognition activities,
 - x. Assist the Dean/Director in the evaluation of adjunct faculty and/or facilitate the involvement of full-time faculty in the evaluation of adjunct faculty.

Section 12.10.7 Dispute and Resolution. In situations in which the Dean and Department Chair have irreconcilable differences that have been documented surrounding

the approved and agreed upon duties and responsibilities, the Dean will notify the appropriate Vice President. The Association and District will meet and confer regarding the situation and make recommendation(s) to the Academic Senate President and the appropriate Vice President. The Academic Senate President and appropriate Vice President will provide their recommendations within 3 days of the conclusion of their meeting to the President who will make a final decision on the matter.

ARTICLE 13: RELEASED/REASSIGNED TIME AND STIPENDS

Section 13.1. Additional Assignments. Reassigned time, released time, and stipends for additional assignments requiring minimum qualifications and the expertise of faculty shall be established in accordance with the guidelines of this section.

Section 13.2. Definitions. The definitions of Released and Reassigned Time are included in Article III, Sections 16 and 17.

Section 13.2.1 Additional assignments include all released and reassigned time and any other responsibilities for which faculty are awarded compensation beyond normal salary and benefits.

Section 13.2.2 Additional on-going assignments established by the district and approved by the Association are specified in Appendix J.

Section 13.2.3 Assignments excluded from this article include all not for credit programs.

Section 13.2.4 In the event that the District hires full-time faculty as coaches, the District will negotiate with the Association according to Section 4 of this article.

Section 13.2.5 Full-time Faculty Members shall not be paid stipends to attend committee meetings considered part of their professional activities as defined in **Article XII: Hours of Service, Section 1.**

Section 13.3. Released and reassigned time is based on a forty (40) hour work week. For example, if Faculty Members are released or reassigned for 3 SIU's or 20% of their assignment, they are required to spend at least eight (8) hours per week on the released or reassigned assignment. Conversely, other service to the college, such as office hours or committee assignments, shall be proportionally reduced for unit members granted release or reassign time.

Section 13.4. When the District determines the need for an additional assignment that is not listed in this agreement, the District shall notify the Association Executive Board of the scope and proposed compensation for the assignment. The District and at least two members of the Association Executive Board will meet to negotiate as needed to review the proposed scope and compensation for the assignment(s). If no agreement can be reached, the District may go forward with the proposed assignment. Any on-going assignments shall be added to Appendix J and will

be an automatic reopener.

In no case shall a stipend or reassigned time agreement for additional services not otherwise provided for under this section be arranged, nor shall services be rendered, prior to agreement with the Association Executive Board.

Section 13.5. Not all reassigned time and stipends listed in this agreement must be funded. By the 8th week of the spring semester, the District will determine reassigned time and stipend assignments that will be funded for the following academic year. The District may rescind the assignment prior to the start of a semester if it is deemed that adequate funding is not available.

Section 13.5.1 Full time faculty shall be provided an opportunity to apply for additional assignments before adjunct faculty are offered those assignments.

Section 13.6. Selection of Faculty for Additional Assignments. Reassigned time and stipends for additional assignments shall be given in a fair and consistent manner. The selection of faculty for additional assignments shall occur in accordance within the following procedure and guidelines. The selection of the successful candidate will not be grievable, however any violation or misinterpretation of this process may be grieved.

Section 13.6.1 It shall be the responsibility of the Office of Human Resources to notify all full-time faculty and the Association via District email of the availability of an additional assignment and the opportunity to apply. The assignment, responsibilities, required qualifications, compensation, application deadline, and the selected faculty will be stipulated in the employment agreement and maintained on the portal

Section 13.6.2 Assignments will be open for at least five business days before being offered to the public.

Section 13.6.3 Interested faculty must apply in writing by the stipulated deadline.

Section 13.7. These assignments shall be held for a period of no more than two years. Following the term limit, the positions must be reopened for application of all unit members.

Section 13.8. Grant Positions: In most cases, an awarded grant will already have identified those faculty members who shall undertake additional duties under the grant based upon their unique qualifications for the duty. In those situations the identified faculty will be awarded the additional assignment and associated compensation specified in the grant. The Association will be notified and the assignment published.

Section 13.8.1 In those cases where the grant will award extra duty contracts to unit members not already identified, then the procedures outlined in the grant for the

selection of those individuals will justify and define the positions and compensation but the positions will be subject to the provisions of Article XIII of this agreement.

Section 13.8.2 When such procedures or qualifications are not explicitly stated in the grant, the provisions of this Article will apply.

ARTICLE 14: DISTANCE LEARNING

Section 14.1. Distance Learning shall refer to all educational methods wherein a 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 14.2. All teaching assignments requiring Distance Learning shall be voluntary on behalf of the faculty.

Section 14.3. Ownership: Issues related to ownership of materials developed for use in distance learning shall be handled by existing District policy.

Section 14.4. Video Conferencing:

- (a) **Class Size:** No separate policy is needed, provided however, that if three (3) or more sites are being video conferenced, it shall precipitate reconsideration of the agreement.
- (b) **Support Services:** 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.
- (c) **Compensation/Training:** Faculty shall be trained in the preceding semester with no remuneration. Remuneration for training shall be \$500.00 per faculty member and shall be provided during the first semester in which video conferencing occurs. Faculty receiving remuneration for training shall commit to four (4) consecutive semesters of video conference instruction.

Faculty 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 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. School Deans shall identify the amount of SIU for that portion of a course being video conferenced and recommend for stipend pay via regular load sheets.

Section 14.5. Internet Online Instruction:

- (a) Definition: Internet online instruction is conducted via an electronic medium and allows both the Faculty Member and the student to participate in a course without physically being in the same place. Online courses are those in which at least 50% of the instruction is conducted via the internet.
- (b) Process: Any bargaining unit member who voluntarily elects to teach an online class must:
 - 1) initiate division level review process of course approval, including distance learning checklist
 - 2) insure that course proposal is forwarded to CTAG and the Curriculum Committee and that approval is received
 - 3) complete institutionally provided online training
 - 4) schedule online course
 - 5) submit invoice to Vice President of Academic Affairs/Chief Instructional Officer or appropriate Dean at end of first semester during which online course is offered.
- (c) Online Course Development Compensation: Each Faculty Member who initially develops an online course shall be eligible to receive compensation for such work in the amount of \$1200 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 compensation shall be paid. No compensation shall be paid to any Faculty Member who teaches an online course which has been developed and taught by another Faculty Member.
- (d) Training: Any Faculty Member desiring to teach an online course must complete the District's training for such courses as a prerequisite. No compensation will be provided for such training.
- (e) Class Size: Class size for Distance Learning sections shall be no greater than the size of the same or similar class taught in the classroom. Maximum class size for online classes will be 45 students.
- (f) Workload: Instructors of online courses agree that they will provide to students the amount of weekly and semester student contact hours specified in the course outline for this course. To be effective, this contact may be outside of normal college working hours and delivered from locations other than the assigned campus.
- (g) Office Hours and Committee Assignments: Faculty Members who teach online courses shall continue to be required to fulfill their office hours and committee assignments as set forth in the contract between the District and CCA/CTA. Office hours for online classes may be offered online provided the

hours are scheduled and the schedule posted on the class syllabus and provided the Faculty Member agrees to be available to students online or by telephone during those hours.

- (h) Review: The parties to this agreement acknowledge that modifications to the online 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 reopener proposal by either party.

ARTICLE 15: COURSE SIZE

Section 15.1. The maximum number of students permitted in any section of any course shall be determined by collegial consultation and agreement among faculty within a discipline and management. Once this maximum has been established it shall remain constant and not be subject to random variations. This agreed to maximum course size shall be the same for classes held in any physical facility on or off any college campus, and for online classes.

Section 15.2. For the 2010-2011 academic year, course maximums will be based on section maximums established for a course in 2009-2010 where section maximums for 2009-2010 are consistent across all sections of a course; or on course maximums provided by faculty to the Association and management no later than April 15, 2010. Course maximums for all other courses will be established through the Curriculum committee.

Section 15.3. Course maximums will be maintained through the Curriculum committee and will be published with the documentation for each course.

Section 15.4. Section maximums will be established each semester, subject to limitations in the size of the room, the number of available student stations, the equipment, and the safety of the students. Section maximums will not exceed the established course maximum.

Section 15.5. In some circumstances, it may be desirable or advisable to allow a particular section's enrollment to exceed the agreed to maximum, however any and all enrollments above the agreed to maximum shall require the approval of the instructor teaching that particular section and shall be approved for one semester only.

Section 15.6. 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.

ARTICLE 16: COOPERATIVE WORK EXPERIENCE PROGRAM

Any changes to the program will be negotiated.

EXPECTATIONS: FACULTY

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

1. attend an orientation session (only required once)
2. maintain appropriate student records
3. initiate and complete all of the specified components of the program

PROGRAM COMPONENTS:

1. Meet with student at campus site to assist in development of objectives. Such objectives must be written in a measurable format.
2. Visit job site and meet with student's supervisor. Obtain agreement with supervisor and student which results in sign-off for objectives on appropriate form.
3. At end of course, 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 to finalize evaluation, discuss self-evaluation, determine if objectives were met. Assign grade to student, using appropriate format.

COMPENSATION:

Any faculty 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 Faculty Member fails to complete the assignment, the stipend will be prorated based upon services already rendered. This will be based on the program components completed in the semester. Participation in Cooperative Work Experience cannot be loadbanked.

ARTICLE 17: FACULTY SERVICE AREAS

Section 17.1. In accordance with the provisions of Education Code Section 87743 et. seq. for the purposes of determining order of layoff in case of a reduction in force, all Faculty Members shall be assigned to a single FSA which shall be designated as College of the Desert

Faculty.

Section 17.2. In the event of a reduction in force, seniority shall be determined solely by hire date in the full time position; time teaching within a particular discipline shall not be a consideration.

Section 17.3. In the event of a proposed reduction in force, faculty members with the same initial date of service shall have their seniority number determined by lottery, which shall be conducted in the presence of at least two (2) Association representatives. Once the lottery is used to determine a unit member's seniority, that seniority shall remain in effect while in the service of the District.

Section 17.4. In the event of a reduction in force, Members of the College of the Desert Faculty FSA may request assignment to any discipline for which the Faculty Member (a) was originally hired to teach at College of the Desert (b) meets minimum qualifications as published in the most recent edition of Minimum Qualifications for Faculty and Administrators in California Community Colleges (c) holds a lifetime California Community College teaching credential or (d) for which College of the Desert has granted an equivalency.

ARTICLE 18: REASSIGNMENTS

Section 18.1. Definitions

- (a) A division is a multi-disciplinary instructional unit containing related disciplines as established by the District.
- (b) A non-instructional unit consists of Faculty Members whose primary responsibilities are outside the classroom.
- (c) Site is the Palm Desert and assigned off-campus locations.
- (d) Reassignment is changing a Faculty Member's teaching assignment or function from one division or non-instructional unit to another or within a division or non-instructional unit from one discipline or function to another. A reassignment may also include a geographical movement of a Faculty Member from site to site. A Faculty Member shall not be assigned to more than two sites in one day of more than five (5) miles apart. The Virtual Valley is not a site.

Section 18.2. A request for reassignment may be voluntarily initiated by a Faculty Member or by the District.

Section 18.3. The District will consider all requests for voluntary reassignment from Faculty Members who meet the minimum qualifications and shall be given equal consideration as all other applicants.

Section 18.4. A reassignment shall be based on the following considerations:

- (a) Minimum qualifications;
- (b) Seniority;
- (c) The continued viability of the instructional program;
- (d) The unavailability of an appropriate alternative;
- (e) Recency of acquired knowledge (If applicable);
- (f) Institutional need.

Section 18.5. Involuntary reassignment shall be used only when the District is unable to meet its reassignment needs on a voluntary basis, and shall be based on the same considerations specified in **Section 18.4**. In order to maintain a quality educational program for its students, prior to involuntarily reassigning a Faculty Member, the District shall explore its options in analyzing the considerations set forth in **Section 18.4**.

Section 18.6. The provisions of this article shall not be applied in an arbitrary or capricious manner.

ARTICLE 19: EVALUATION OF TENURED FACULTY MEMBERS

Section 19.1. Purpose of Evaluation. The primary purpose of the tenured faculty performance evaluation is to foster the personal and professional development of the faculty member, by providing a useful and substantive assessment of performance, recognition and acknowledgment of good performance, and enhancement of performance by identification of areas needing improvement.

The evaluation program is supported by a District commitment to assist faculty members through opportunities for improvement and staff development.

It is intent of both parties that evaluations are to be conducted in a supportive and collegial manner.

Section 19.1.1 This evaluation process will also apply for full-time faculty members who are not tenure track (such as those who are in categorically funded programs) or temporary full-time faculty.

Section 19.2. Frequency of Evaluation. Tenured faculty will be regularly evaluated once every three (3) years. Additional evaluations of faculty may be scheduled as needed by the School Dean or Educational Administrator approved by the faculty being evaluated. For nursing faculty, additional evaluations shall be conducted by the School Dean or the Director of Nursing and Allied Health. The Office of Human Resources will provide notification to the faculty member and the appropriate School Dean or approved Administrator within the first two (2) weeks of the semester identified for evaluation.

A detailed timeline for the evaluation process will be found in **Appendix C**. Timeline may be adjusted by the School Dean or approved Administrator through consultation and mutual agreement between the parties. If mutual agreement cannot be met then the timeline stands as published. Any changes shall be noted and initialed on the Faculty Evaluation Summary Form (C1).

In the event a faculty member is due for evaluation and is on leave of four weeks or longer, the evaluation process will be conducted the next semester immediately following the faculty member's return.

Section 19.3. Components of the Program of Evaluation. An evaluation of the faculty members' performance by the School Dean or approved Administrator, which shall include a classroom or workplace observation and assessment by the School Dean or approved Administrator of those activities which constitute the faculty members primary contractual duties and the following:

An assessment of the faculty member's performance by a Peer Evaluator;
Student Evaluations; and
Self-Evaluation Packet.

Section 19.4. Evaluation by School Dean or approved Administrator

Section 19.4.1 Pre-evaluation Conference. By the end of the 4th week of the semester in which the evaluation is to occur, the faculty member being evaluated shall meet with the School Dean or approved Administrator to complete a draft Faculty Evaluation Summary Form; i.e. to plan for the process, select a Peer Evaluator, review information and material relevant to the evaluation process, and clarify times/dates for classroom or workplace observation and post evaluation conference.

The faculty member may offer additional information which may affect the context of the evaluation, such as; class size, nature of student population, level of difficulty, etc., which shall be taken into consideration by the School Dean or approved Administrator in formulating the evaluation report.

The School Dean or approved Administrator shall complete the Evaluation Summary Form (C1) by the 6th week of the semester, unless there has been consultation between the parties. Such changes shall be noted and initialed on the Faculty Evaluation Summary Form (C1).

Section 19.4.2 Classroom/Workplace Observation. The School Dean or approved Administrator shall conduct one (1) classroom/workplace observation at a time to be determined by the faculty member. The sole purpose of this Classroom/Workplace Observation will be on teaching methodology and classroom management.

Observation shall be a minimum of thirty minutes to evaluate the faculty member's performance in accordance with established criteria for the assignment.

Section 19.4.3 Evaluation Report. The Classroom/Workplace Observation and Evaluation Form (C2) shall be completed by the School Dean or approved Administrator subsequent to the classroom/workplace observation and shall include the following:

1. Identification of faculty member's strengths.
2. Identification of areas needing improvement
3. General overall comments

Section 19.4.4 School Dean or approved Administrator Narrative (C6)

1. Summation of the cumulative student evaluation ratings.
2. Commendations for specific areas of strengths.
3. Identification of areas needing improvement
4. Participation in committees as outlined in Article XII: Hours of Service, Section 3

Section 19.4.5 Evaluation Conference. An Evaluation Conference meeting between the faculty member and the School Dean or approved Administrator will take place no later than the 14th week of the semester. One week prior to the meeting, the dean and peer evaluator will submit his/her narrative to the faculty member. At the Evaluation Conference, the evaluatee will submit his/her self evaluation packet (C3).

The faculty member, the School Dean or approved Administrator, and, at the option of the faculty member, the Peer Evaluator will discuss data and findings from classroom/workplace observations by the Dean and the Peer Evaluator, Dean and Peer Evaluation Narrative, student evaluations, faculty Self-Evaluation (C3).

Section 19.4.6 In the event the evaluation process finding is that the faculty member Needs Improvement, the faculty member, the peer evaluator and the School Dean or approved Administrator will design a professional development program to improve the areas of concern. In such a case the faculty member will be granted priority access to Staff Development funds to help remedy any performance deficiencies. The plan will be specifically responsive to the evaluation data. A time schedule will be established by the School Dean or approved Administrator in consultation with the faculty member and Peer Evaluator for mentoring and performance improvement. Progress will be reported to the School Dean or approved Administrator between the fourteenth (14th) and sixteenth (16th) week of the following semester.

Section 19.4.7 If agreed by the parties that progress has been achieved, the evaluation cycle is completed and the member will be reevaluated in three years. If the intent in the faculty improvement plan (C7) has not been completed, a new evaluation will occur the following semester. The peer evaluator may remain or be replaced, at the option of the evaluatee (following the methods described below).

Section 19.5. Peer Evaluation

Section 19.5.1 During the semester for which the evaluation is scheduled, the School Dean or approved Administrator in consultation with the faculty member shall select one (1) faculty member to conduct a peer evaluation.

If mutual agreement cannot be reached, one of two methods shall be used to resolve the issue:

Faculty member shall choose an additional peer evaluator, OR

Peer evaluator shall be chosen by the drawing of names from all those eligible by the Dean and Evaluatee.

Peer Evaluators shall be tenured faculty members selected from within the same department or Division or who each or work in a similar discipline.

Section 19.5.2 The peer component of the program of evaluation shall consist of a Classroom/Workplace Observation (C2), and completion of the narrative report (C4). This evaluation will include pedagogy, classroom management, and subject matter.

The Peer Evaluator shall forward completed documents to the School Dean or approved Administrator and Evaluatee one week prior to the scheduled Post Observation conference.

Section 19.6. Student Evaluations

Section 19.6.1 Student evaluations of faculty members (C5) shall be distributed to two (2) classes taught by that faculty member during the semester of evaluation. The sections and times for which Student Evaluation Forms are to be administered shall be selected by the faculty member and recorded during the Pre-Evaluation Conference with the School Dean or approved Administrator. For non-teaching faculty, student evaluations will be distributed and collected in a manner as described on the individual evaluation forms for each appropriate area.

Section 19.6.2 Student Evaluation Forms will be distributed to the identified classes by the School Dean or approved Administrator or designee between the sixth (6th) and tenth (10th) week of the semester. The faculty member shall leave the classroom prior to the administration of the forms. Upon completion of the student evaluation, all forms and responses will be placed in a secure envelope and returned to the Division Office for tabulation by the School Dean or approved Administrator or designee.

Section 19.6.3 Tabulated results of student evaluations will be made available to the faculty member and the School Dean or approved Administrator one-week prior to the Evaluation Conference. At the end of the semester the original student evaluations forms will be available for the faculty member if they so choose.

Section 19.7. Self Evaluation. The faculty member to be evaluated shall complete and deliver a copy of Self-Evaluation materials to the School Dean or approved Administrator at the Evaluation Conference.

The Self-Evaluation packet (C3) should include:

1. A description of the faculty member's contributions to the college, including Division activities, participation on committees, community activities, student recruitment, articulation with high schools and colleges, and other appropriate activities.
2. A description of curriculum revisions including new course projects, materials and class assignments, and other appropriate curriculum activities.
3. A description of progress on any other program, work, or project with which the faculty member is involved.
4. Identification of areas that the faculty member believes needs improvement including goals or timelines.
5. Reflection on participation in the student learning outcomes process.

Section 19.8. Appeal Process. If the faculty member disagrees with the evaluation prepared by the School Dean or approved Administrator or Peer Evaluator the faculty member may file a written appeal to the appropriate Vice President. If the faculty member is not satisfied with the appropriate Vice President's response, a final determination of the written appeal may be made by the President. In the event a final determination is required of the President, the appropriate Vice President and President must meet with the appellant and provide a written response to the faculty member within twenty (20) academic calendar days of receipt. The decision of the President shall be final. Appeal(s) shall be attached to the evaluation.

ARTICLE 20: TENURE REVIEW PROCESS

Section 20.1. Overview. All academic employees must be evaluated by procedures approved by the Board of Trustees and according to Education Code Section 87600-87664, inclusive. Hiring does not guarantee tenure. Tenure track (contract) faculty must undergo a rigorous process which demands proof of performance. Thus, evaluation is the critical component in the granting of tenure.

The full-time faculty are the core of community college instruction and instructional support programs. Expanded faculty roles, as provided in AB1725, require that there be participation in shared governance activities. It is, therefore, appropriate that faculty be evaluated in the following areas: excellence in classroom teaching, counseling, librarianship or other non-classroom academic assignments, as well as interaction with students, respect for colleagues, continued professional development, and campus citizenship.

The overall performance of tenure track faculty is expected to improve after the first year of service as well as subsequent years of the four-year tenure-track process. Achieving tenure is an affirmative process with definite steps along the way.

Throughout the four-year tenure process, College of the Desert will provide opportunities for the development of a tenure track faculty member's potential. These opportunities will be made known to the tenure track faculty member.

Section 20.1.A Faculty Tenure Review Committee (FTRC) Membership and Role.

Section 20.1.A.1 Upon the hiring of a new faculty member within a school or an area, and no later than the second week of the semester in which the faculty member begins employment, a Tenure Review Committee will be established, consisting of two faculty. The FTRC members will be tenured faculty whenever possible, and the committee and the evaluatee shall mutually agree to have a non-tenured committee member. One faculty member shall be selected by the faculty member and one shall be chosen by the School Dean or Educational Administrator approved by the faculty being evaluated. The School Dean or the Director of Nursing and Allied Health shall evaluate the nursing faculty. One of the faculty members on the FTRC shall be from the same academic discipline as the evaluatee whenever possible. For those tenure track faculty that are hired to work for at least 75% of the academic year, the evaluation timelines will be adjusted accordingly by the Tenure Review Committee. The School Dean or approved Administrator shall chair the committee.

Dean or Approved Administrator's Responsibilities

- a. Select a tenured faculty member for the Tenure Review Committee
- b. Conduct an orientation session (refer to Timeline)
- c. Call and keep a record of all meetings
- d. Establish a work schedule for the Tenure Review Committee (refer to Timeline)
- e. Serve as resource to Committee and division/work groups.
- f. Performs visitations as per the Timelines
- g. Forwards final evaluation reports in a timely manner for Vice President's review (refer to Timelines).

Section 20.1.A.2 Upon the hiring of a new non-teaching faculty member, the service area will establish a Faculty Tenure Review Committee consisting of two tenured faculty members from the area whenever possible and chaired by the Dean or approved Administrator. The members will be selected in a comparable way as for teaching faculty. Each committee will follow all responsibilities listed for a comparable committee for non-tenured teaching faculty, modified as appropriate to focus on activities outside the classroom.

Section 20.1.A.3 The forms to be utilized in the Tenure Review process are found in **Appendix C**.

Evaluation Reports shall include:

- Tenure Review Committee Evaluation Report (**Appendix C11**)
- Criteria for Evaluating Faculty For Tenure (**Appendix C12**)
- Faculty Improvement Plan (**Appendix C7**)

These forms shall be in writing and signed by all committee members. The reports shall then be submitted to the appropriate Vice President for review. The Vice President shall then forward the report to the President.

Section 20.1.A.4 Evaluation reports shall include recommendations for continuation of the tenure track period, areas needing improvement (if applicable) including timelines, the granting of tenure, or for non-renewal and shall be in writing and signed by all committee members. The reports shall then be submitted to the appropriate Vice President for review. The VP will then forward the report to the President.

Section 20.1.A.5 The President shall forward a final recommendation to the Board of Trustees. Such recommendation shall be made in a timely fashion so as to meet statutory deadlines (March 15) as delineated in Education Code Section 87610.

Section 20.1.A.6 In those rare and exceptional circumstances where there is a lack of agreement between the President and the Committee's recommendation, a review shall be conducted. The review shall include an assessment of the Committee's data collected during the evaluation process. The members of the Committee, the appropriate Vice President and the President shall participate in the review. It is expected that any compelling information regarding a tenure track faculty member which came to the attention of the President or other administrator would be shared with the Committee in a timely fashion.

Section 20.1.B Committee Code of Conduct

1. Members shall read all tenure review process materials and follow guidelines and timetables.
2. Members shall be objective when evaluating performance.
3. Members shall be constructive in their criticism, pointing out specific strengths as well as any those areas which may need improvement and recommending a plan for improvement if applicable (see **Appendix C7**, Faculty Improvement Plan).
4. Members shall not divulge any committee activities, recommendations, and contents of files to any person, including the faculty member being evaluated, except as required by membership and stipulated by Committee role.
5. Committee members are constrained in their tenure review

recommendations to the data produced by the process. No consideration shall be given to elements which are not contained within the tenure review process. The only exception is in those cases where compelling information regarding a tenure track faculty member that has come to the attention of the President or other administrator and has been shared with the Committee in a timely fashion.

Section 20.1.C Committee Responsibilities

1. Committee Responsibilities

- a. Agree to serve as committee member for the duration of the tenure-track process. In the event a committee member is unable to complete their responsibilities, the Dean and the tenure track faculty member shall mutually agree to a tenured faculty member replacement with whom the Dean shall conduct an orientation.
- b. Attend orientation session(s) to become familiar with tenure review process.
- c. Attend committee meetings as established by chair.
- d. Complete the visitation process as arranged by the tenure track faculty member.
- e. Review all materials submitted by faculty member.
- f. Prepare for, and participate in, the concluding session.
- g. Develop, with input from the tenure track faculty member, Faculty Improvement Plan, if necessary. Participate in the implementation of the plan, and at the conclusion of the plan. A written summary shall be included with evaluation documentation in the tenure track faculty member's personnel file.
- h. Attest to conclusions and activities of Committee when requested to do so by the District administration or others with appropriate access to the process.

Section 20.2. Evaluation Criteria. The following criteria delineate common areas of performance to be evaluated during the tenure review process. The list is not all inclusive and is not intended to eliminate from consideration additional standards of performance common to the profession.

1. A. Classroom Performance (For teaching faculty)
The faculty member demonstrates excellent performance in classroom teaching or in carrying out other primary responsibilities specifically listed in the employment job description/job posting including, but not limited to:
 - 1) currency and depth of knowledge of teaching field or job duties;

- 2) proficiency in written and oral English enabling clear, effective communication to students, staff, and colleagues;
 - 3) use of teaching methods and materials challenging to the student and appropriate to the subject matter, responsive to the needs of the student, and consistent with communicated instructional/division practices;
 - 4) careful attention to effective organizational skills in the classroom or work site.
- B. Work Performance (For non-teaching faculty)
The faculty member demonstrates excellent performance in carrying out other primary responsibilities specifically listed in the employment job description/job posting including, but not limited to:
- 1) currency and depth of knowledge in job area;
 - 2) proficiency in written and oral English enabling clear, effective communication to students, staff, and colleagues;
 - 3) use of methods and materials appropriate to the job;
 - 4) careful attention to effective organizational skills on the job and at the work site.
2. Respect for students (All faculty)
Faculty members shall demonstrate respect for students' rights and needs by:
- A. patience, fairness, and promptness in the evaluation and discussion of student work, and/or in interacting and relating to students;
 - B. sensitivity and responsiveness to needs of individual students with identified special needs;
 - C. maintenance of contractual obligations to regular and timely office or work hours;
 - D. sensitivity to the diverse ways students learn; and sensitivity to the diverse cultural backgrounds of students.
3. Respect for colleagues (All faculty)
Faculty members shall demonstrate respect for colleagues and the teaching profession by:
- A. acknowledging, recognizing and respecting the opinions of others in the exchange of critiquing ideas;
 - B. acknowledging and respecting academic debts (credit works to avoid plagiarism);
 - C. acting in accordance with the ethics of the profession and with a sense of personal integrity;
 - D. working in a spirit of cooperation to promote a collegial atmosphere

- among faculty and staff;
- E. where appropriate, supervising others in a professional, timely, and equitable manner.
4. Professional growth (All faculty)
Faculty members shall demonstrate continued professional growth through such activities, but not limited to:
- course work
 - attendance at workshops
 - seminars
 - professional meetings
 - professional reading and study
 - publications
 - conference presentations
 - artistic exhibits/performances
 - classroom research
 - development of new curriculum
 - community involvement specific to academic area
5. College and/or community service (All faculty) such as, but not limited to:
- A. consistent responsibility in fulfilling official college requirements, as well as division responsibilities.
- B. participation in the life of the college
- C. serving on college committees/program advisory committees where appropriate.

Section 20.3. Primary Considerations for Annual Reviews

Section 20.3.A.1 First Year Emphasis

Emphasis should be on quality of teaching performance and Criteria for Evaluating Faculty for Tenure (**Appendix C12**) as well as identified areas needing improvement from the Faculty Improvement Plan (**Appendix C7**)

Section 20.3.A.2 Continuation or Non-Renewal

A recommendation for continuation in the first year should occur if the tenure track faculty member is demonstrating the attributes of tenured faculty in general and appears to have the potential to develop those attributes vital to success.

For non-teaching faculty, a recommendation for continuation in the first year should occur if the tenure track faculty member is demonstrating the attributes listed in the position announcement or appears to have at least the potential to develop these attributes to a sufficient level of success.

Recommendation for non-renewal should occur if the Faculty Tenure Review

Committee finds that:

- a) continued employment would have clearly identifiable detrimental effects upon students, or
- b) continued employment would be a disservice to the college and/or the discipline of the faculty member's appointment, or
- c) the probability for necessary improvement within the remainder of the tenure track period is unlikely.

Recommendation and notification of non-renewal shall occur by March 15 as required by Education Code.

Section 20.3.B.1 Second Year Emphasis

Emphasis should be on the quality of teaching performance and the Criteria for Evaluating Faculty for Tenure (**Appendix C**) as well as identification of areas needing improvement (if applicable).

Specific activities and timelines need to be identified and recorded on the Faculty Improvement Plan (**Appendix C7**).

Section 20.3.B.2 Continuation or Non-Renewal

Continuation should be recommended based upon current year evaluations, the quality of teaching performance identified in the first evaluation year, and achievement of the recommendations from the Faculty Improvement Plan (if appropriate.) The Faculty Tenure Review Committee should recommend non-renewal if it finds that:

- a) continued employment would have clearly identifiable detrimental effects upon students, or
- b) would be a disservice to the college and the discipline or area of the faculty member's appointment, and
- c) Issues identified in the first year Faculty Improvement Plan which were not corrected.

For non-teaching faculty, continuation should be recommended based upon current year evaluations, confirmation of positive qualities identified in the first evaluation year, and achievement of the recommendations from the Faculty Improvement Plan (if appropriate.)

Prior to the submission of the second year recommendation, the Faculty Tenure Review Committee shall conduct a review of the tenure track faculty member's activities of the types expected of all tenured faculty members regardless of specific assignment. A progress report shall be made whereby minimum standards for performance expected of tenured faculty should be applied to the tenure track faculty member. Any areas needing improvement should be stated clearly in the Faculty

Improvement Plan.

Recommendation and notification of non-renewal shall occur by March 15 as required by Education Code.

Section 20.3.C.1 Emphasis in the Third and Fourth Years

Emphasis should be on the quality of teaching performance and the Criteria for Evaluating Faculty for Tenure (**Appendix C**) as well as identification of areas needing improvement (if applicable).

Specific activities and timelines need to be identified and recorded on the Faculty Improvement Plan (**Appendix C7**).

Section 20.3.C.2 Continuation or Non-Renewal

The Faculty Tenure Review Committee shall meet and evaluate in the third and fourth years. Tenure may be recommended at the end of the fourth year if the tenure track faculty member has performed his or her duties at or above levels that were established in prior evaluation documents.

Tenure may not be granted by the District if the committee finds that:

- a) the tenure track faculty member has failed to perform in ways that were clearly defined by the prior evaluation documents.
- b) has acted in ways which amount to cause for dismissal outlined in Education Code 87732.

Section 20.4. Timelines

The following calendar is provided for the implementation of the evaluation process for tenure track faculty using forms in **Appendix C**:

1. August Establishment of the committee shall be completed by the second week of the semester.
Committee Chair conducts orientation sessions for Committee members and tenure track faculty during the third week of the semester.
2. September Committee meets and establishes a work schedule. Committee meets with tenure track faculty member by end of fifth week. Faculty member furnishes Committee with written materials appropriate for evaluation process.
3. October Visitations begin during the sixth week and are completed by the end of the eighth week
4. November/
December The Committee meets to prepare initial evaluation of the instructor.
Student evaluations are completed and turned in by the end of the twelfth

week.

If additional visits are deemed necessary by the Committee or requested by the faculty member, they will occur by the end of the twelfth week.

Committee meets with faculty member within one week of the additional visitation(s).

Committee sets and completes the final evaluation conference with faculty member.

5. January
Committee Chair forwards final evaluation materials for teaching faculty to appropriate Vice President for review. Non-teaching faculty recommendations go directly to the appropriate Vice President and then to the President. By the end of January, Vice President forwards evaluation materials to President, along with Committee's recommendation regarding evaluatee.
6. February
President forwards Faculty Tenure Review Committee recommendations to the Board of Trustees for approval.
7. March
Notice of continued employment or non-renewal is approved by the Board of Trustees and sent to the faculty member before March 15th.

ARTICLE 21: RIGHTS OF FACULTY WHO HAVE HAD COMPLAINTS FILED AGAINST THEM

Section 21.1. Complaints involving charges of 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. Likewise, complaints by students which fall within the purview of the District's Student Grievance Procedures shall be processed and investigated under that procedure and shall not be subject to the provisions of this Article.

Section 21.2. Any complaint about a Faculty Member by another Faculty Member, adjunct faculty member, classified employee, or member of the public, which is provided to an administrator shall be investigated by the Superintendent/President or his/her designee. A preliminary investigation shall commence within ten (10) working days of receipt of a written complaint filed on the form in APPENDIX L. The preliminary investigation shall include an interview of the complainant and, if applicable, the interview of witnesses and a review of any supporting documents. If the complaint appears to have substance following the preliminary investigation, further investigation shall take place and a copy of the written complaint shall be provided to the Faculty Member within ten (10) working days. The subsequent investigation shall include an interview of the faculty member and, if applicable, the interview of any witnesses and a review of any supporting documents identified or provided by the faculty member. A Faculty

Member may request union representation during an interview where the Faculty Member has a reasonable belief that discipline or other adverse consequences may result from what he or she says during the interview.

Section 21.3. The results of the investigation shall be put into writing and a meeting scheduled with the Faculty Member, who was the subject of the complaint. If the investigation appears to substantiate the complaint as noted in Section 2, as soon as possible after such determination has been made, the Superintendent/President or his/her designee shall meet with the Faculty Member to discuss the results and any appropriate actions the district may be considering. The Faculty Member may be represented by the Association during this meeting.

Section 21.4. If the complaint is substantiated, the Faculty Member may prepare a written response to the complaint. The response shall be attached to the complaint. The complaint and the Faculty Member's response shall be placed in the Faculty Member's personnel file.

Section 21.5. If at any point in the future, the Faculty Member is able to demonstrate to an appropriate Administrator that the complaint is untrue or unsubstantiated, all records of the complaint shall be removed from the personnel file.

Section 21.6. If it is the finding of the investigation that the complaint is valid, the complaint may be considered as a part of the evaluation of the Faculty Member for retention, and may be used in any subsequent dismissal proceedings within four years in accordance with Education Code 87675.

ARTICLE 22: GRIEVANCE PROCEDURES

Section 22.1. 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.

Section 22.2. Definitions

- (a) A "grievance" is defined as a claim by a 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 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 in which the Grievant is required to render service to the District.

- (e) A "supervisor" is any administrator, who has been charged with the responsibility of interpreting the Agreement and given authority to address grievances.

Section 22.3. Grievance Procedures

- (a) Level I: The grievant shall reduce the grievance to writing on the appropriate form and shall submit the grievance to the grievant's immediate supervisor within thirty (30) days after the date of the alleged misinterpretation or misapplication of the Agreement giving rise to the grievance. If the alleged grievance arose from the action or inaction of a supervisor other than the grievant's immediate supervisor, the grievance process shall begin at Level II. The grievant shall clearly and concisely state the facts surrounding the grievance and shall specify the provision or provisions of this Agreement alleged to have been misinterpreted or misapplied and the remedy sought. The grievance shall be signed and dated by the grievant. The immediate supervisor or designee shall schedule and meet with the grievant or Association within ten (10) days. If the matter is not resolved, the immediate supervisor or designee shall conduct an investigation into the allegations and shall provide a written decision within ten (10) days after the initial meeting between the immediate supervisor or designee and the grievant. Within the period from the filing of the grievance until the written decision, either the grievant and 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, the immediate supervisor or designee and such Association representative as the grievant 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 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 or Association is not satisfied with the decision at Level II, the Association may demand final and binding arbitration before a mutually selected labor arbitrator. The Association may, within the ten (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 person remaining shall then become the arbitrator. The Association shall contact the California State Mediation and Conciliation Service with the name of the arbitrator selected by 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 a 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. In cases of misinterpretation or misapplication of any type of salary computation, the arbitrator shall have 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. 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. 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 22.4. General Provisions

(a) Time Limits

1. The grievance must be filed within thirty (30) days of the events giving rise to the grievance or thirty (30) days from when the grievant knew or should have known of the events giving rise to the grievance.
2. Time limits provided for each level shall begin the day following receipt of the grievance appeal or written decision.
3. Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered the maximum and every effort should be made to expedite the process. The time limits may, however, be extended in writing by mutual agreement. 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. In the event a grievance is filed at such a time that it cannot be processed through all the steps by the end of the academic year, and if left unresolved harms a grievant, the time limits set forth herein shall be reduced so that the procedure may be exhausted prior to the end of the academic year or as soon as it is practical.
5. 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 23: INFORMAL COMPLAINT PROCEDURES

Section 23.1. Complaints involving charges of 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. Likewise, complaints by students which fall within the purview of the District's Student Grievance Procedures shall be processed and investigated under that procedure and shall not be subject to the provisions of this Article.

Section 23.2. Definitions

- (a) A "complaint" is a claim by a Faculty Member or by the Association of improper, unfair, or arbitrary, treatment, or any claimed violation, misinterpretation or misapplication of any law, rule or regulation of a College policy and practice affecting conditions of employment.
- (b) A "complainant" is the person, or persons, or the Association, claiming actions described in Section 1(a) above.
- (c) For the purpose of pursuing a complaint, a "day" is any day in which the Complainant is required to render service to the District.
- (d) A "supervisor" is any administrator, who has been charged with administrative responsibility.

Section 23.3. Process

When a complainant believes that the District has committed an action described in Section 1(a) above, the complainant shall request a meeting with the responsible administrator within 30 days of the occurrence giving rise to the complaint.

This meeting shall take place within 10 days. The parties shall discuss and attempt to resolve the issues in the complaint. The complainant may bring an observer of his/her choice to the meeting.

If there is no resolution within ten (10) days of the above meeting, the complainant may reduce

the complaint to writing and submit it to the appropriate Vice President. A meeting may take place within 10 days with the Vice President or designee and complainant. The decision of the Vice President or designee is final and not grievable.

If the responsible administrator is a Vice-President, the meeting above shall take place with the President. The decision of the President is final and not grievable.

Timelines in this section may be modified by written mutual agreement of the parties.

ARTICLE 24: REDUCED TEACHING LOAD WITH FULL RETIREMENT CREDIT

Section 24.1. The Board may permit a full-time unit member to reduce his or her workload from full-time to part-time and have his or her retirement benefits based upon full-time employment. Following are the rules and regulations for the implementation of the optional reduced load program with full retirement credit.

Section 24.2. To be eligible to start the optional reduced load program, the unit member must be fifty-five (55) years of age or more before the beginning of his or her academic year in which the reduction in workload starts.

Section 24.3. The option of reduced load shall be exercised upon mutual agreement of both the District and the unit member. The agreement requires official Board of Trustees approval and the required approval from the State Teachers' Retirement Board. Once the option is exercised, it is not revocable unless agreed to by the Board.

Section 24.4. The unit member must have been employed full-time (100%) as an academic employee of the District for at least ten (10) years prior to the request for reduced load.

Section 24.5. Except for the reduction in salary, corresponding to the reduced load, the District will provide the reduced-load employee the same benefits provided a regular full-time (100%) academic employee.

Section 24.6. The District and the unit member shall agree to make contributions to the State Teachers' Retirement System equal to the amount required of a full-time (100%) instructor.

Section 24.7. A unit member on the optional reduced load program, upon mutual agreement with the District, as a minimum shall work:

- 100% the Fall semester and zero the Spring semester; or
- Zero the Fall semester and 100% the Spring semester; or
- 50% each semester; or
- any assignment that will average 50% or more for the two semesters of the academic year.

Section 24.8. By mutual agreement of the District and a unit member, the optional reduced load program may be increased or decreased within the Educational Code limitations. This means that the average load would not be reduced more than 50%.

Section 24.9. Unit members who participate in this program will retain all full-time tenure rights but shall not have the option of returning to a full-time teaching position unless so agreed upon by the Board. This reduced load program shall be the precursor to the retirement of the unit member.

Section 24.10. This period of employment under a reduced load contract shall not exceed five (5) years and the Faculty Member must retire after the end of the agreement.

Section 24.11. An applicant for the optional reduced load program shall inform the Superintendent/President of the intention to make application for the optional reduced load program no later than February 1st for the following academic year.

ARTICLE 25: MODIFIED RETURN TO WORK PROGRAM

Section 25.1. Modified work assignments are temporary light duty assignments that allow a bargaining unit member who suffers a work injury or illness to progress to full-duty status. A modified return-to-work program is a cost containment tool which allows a Faculty Member to return to work under conditions set forth herein.

Section 25.2. In those instances where a bargaining unit member has a work injury or suffers from a work-related illness and is under the care of a physician, and the employee is released to return to work with restrictions, every effort will be made to find a temporary modified work assignment for the employee which is consistent with the work restrictions.

Section 25.3. A representative from the Human Resources Office will meet with the employee and his/her supervisor to determine if the employee can return to his/her regular job within the restrictions or if a temporary light duty assignment is available within the district which the employee can perform. If the employee can perform in a modified assignment, the employee 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 employee 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 employee can return to work.

Section 25.4. If an employee 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 employee 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 per month) that the employee is unable to return to work in any capacity.

ARTICLE 26: SAFETY

Section 26.1. The Association shall have the right to appoint two members to serve on the District Environmental Health and Safety Committee. The District shall reconstitute the Committee with appropriate college representation.

Section 26.2. Questions by Faculty Members concerning potentially unsafe conditions shall be conveyed to Association appointed members of the Environmental Health and Safety Committee who in turn shall present them for hearing by the Committee. Concerns expressed by Faculty Members shall be discussed by the Committee only while an appointed Association member of the Committee is present.

ARTICLE 27: ORGANIZATIONAL SECURITY

Section 27.1. The Association shall have the sole and exclusive right to have membership dues and service fees deducted for Faculty Members who are members of the bargaining unit.

Section 27.2. 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.

ARTICLE 28: ENTIRE AGREEMENT

Section 28.1. 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 28.2. 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.

Section 28.3. The parties waive the right to meet and negotiate with respect to any subject or matter, whether or not specifically referred to or covered by this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 29: AGREEMENT CONDITIONS AND DURATION

Section 29.1. 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 29.2. 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 29.4. This agreement shall take effect July 1,2103 and shall remain in effect through June 30,2015.

Section 29.5. Articles of the Agreement may be reopened only upon mutual consent of the parties. The maximum number of Articles that may be opened by each party is limited to three (3) per Fiscal Year.

Agreed and accepted this _____ day of _____ 2013.

For Faculty Association

For the Desert Community
College District

Stanley M. Dupree
Interim Executive Director,
HR & Labor Relations

Steve Acree
Chief Negotiator

Joel Kinnamon
Superintendent President

Gary Bergstrom
President, COD Faculty Association

Douglas Redman
Negotiator

Maria Jasso
Negotiator

APPENDIX A: CURRENT SALARY SCHEDULE

CERTIFICATED SALARY SCHEDULE 2013-2014

With 3% Increase (annual rate based on 175 day contract)

Row	I	II	III	IV	V	VI	VII
1	54253.50	56493.50	58824.50	61257.00	63792.75	66435.25	69189.75
	310.02	322.82	336.14	350.04	364.53	379.63	395.37
2	56,493.50	58,824.50	61,257.00	63,792.75	66,435.25	69,189.75	72,065.00
	322.82	336.14	350.04	364.53	379.63	395.37	411.80
3	58,824.50	61,257.00	63,792.75	66,435.25	69,189.75	72,065.00	75,059.25
	336.14	350.04	364.53	379.63	395.37	411.80	428.91
4	61,257.00	63,792.75	66,435.25	69,189.75	72,065.00	75,059.25	78,183.00
	350.04	364.53	379.63	395.37	411.80	428.91	446.76
5	63,792.75	66,435.25	69,189.75	72,065.00	75,059.25	78,183.00	81,436.25
	364.53	379.63	395.37	411.80	428.91	446.76	465.35
6	66,435.25	69,189.75	72,065.00	75,059.25	78,183.00	81,436.25	84,829.50
	379.63	395.37	411.80	428.91	446.76	465.35	484.74
7	69,189.75	72,065.00	75,059.25	78,183.00	81,436.25	84,829.50	88,366.25
	395.37	411.80	428.91	446.76	465.35	484.74	504.95
8	72,065.00	75,059.25	78,183.00	81,436.25	84,829.50	88,366.25	92,055.25
	411.80	428.91	446.76	465.35	484.74	504.95	526.03
9	75,059.25	78,183.00	81,436.25	84,829.50	88,366.25	92,055.25	95,898.25
	428.91	446.76	465.35	484.74	504.95	526.03	547.99
10	78,183.00	81,436.25	84,829.50	88,366.25	92,055.25	95,898.25	99,905.75
	446.76	465.35	484.74	504.95	526.03	547.99	570.89

11	81,436.25	84,829.50	88,366.25	92,055.25	95,898.25	99,905.75	104,086.50
	465.35	484.74	504.95	526.03	547.99	570.89	594.78
12	84,829.50	88,366.25	92,055.25	95,898.25	99,905.75	104,086.50	108,440.50
	484.74	504.95	526.03	547.99	570.89	594.78	619.66

APPENDIX B: SALARY PLACEMENT & FACULTY PROFESSIONAL ADVANCEMENT

FACULTY SALARY SCHEDULE PLACEMENT

Range Classification

- I** Minimum employment as an academic instructor with a Bachelor's Degree 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*.
- II** Bachelor's Degree plus fifteen (15) units of graduate work or a combination of graduate and not more than six (6) approved undergraduate units related to the Faculty Member's teaching area completed subsequent to meeting the requirements of the Bachelor's Degree; or minimum qualifications as an occupational instructor plus an Associate of Arts degree or 60 units of undergraduate credit including not more than five (5) units earned through the substitution of Continuation Education Units (CEU's) . Units may be applied only if granted advance approval by the President upon recommendation of the Professional Standards Committee.
- III** Master's Degree in the subject matter taught, or minimum qualifications as an occupational instructor plus a Bachelor's degree.
- IV** Master's Degree plus fifteen (15) units of approved graduate work, or a combination of graduate units and not more than six (6) approved undergraduate units related to an academic Faculty Member's teaching area, subsequent to meeting the requirements of the degree; or placement on Range III as an occupational instructor plus fifteen (15) units of approved graduate work, or a combination of graduate units and not more than six (6) units of approved undergraduate work related to Faculty Member's teaching area, including not more than five (5) units earned through the substitution of Continuation Education Units (CEU's) . Units may be applied only if granted advance approval by the President upon recommendation of the Professional Standards Committee.
- V** Master's Degree plus thirty (30) units of approved graduate work, or a combination of graduate units and not more than six (6) approved undergraduate units related to an academic Faculty Member's teaching area, subsequent to meeting the requirements of the degree; or placement on Range III as an occupational instructor plus 30 units of graduate work, or a combination of graduate units and not more than six (6) units of approved undergraduate work related to Faculty Member's teaching area, including not more than five (5) units earned through the substitution of Continuation Education Units (CEU's) . Units may be applied only if granted advance approval by the President upon recommendation of the Professional Standards Committee.

- VI** Master's Degree, or an occupational instructor at Range V, plus forty-five (45) units of approved graduate work, or a combination of graduate units and not more than six (6) approved undergraduate units related to an academic Faculty Member's teaching area, subsequent to meeting the requirements of the degree; or placement on Range III as an occupational instructor plus forty-five (45) units of graduate work, or a combination of graduate units and not more than six (6) units of approved undergraduate work related to Faculty Member's teaching area, including not more than five (5) units earned through the substitution of Continuation Education Units (CEU's). Units may be applied only if granted advance approval by the President upon recommendation of the Professional Standards Committee.
- VII** Earned Doctor's Degree from an approved accredited university. For individuals hired after July 1, 1988, who have not entered into an approved doctoral program, advance approval of the proposed institution and program of studies by the College President shall be required before the degree can be accepted for schedule advancement.
- * Prior to recruitment for a faculty position, the appropriate Administrator will determine whether that position will be designated as 'academic' or as 'occupational'. Such designation shall be based on the specific assignment of the position being recruited.

The designation of the position shall be provided in writing to the Human Resources Office prior to the recruitment. Salary information included in the vacancy notice shall be reflective of such designation. In addition, salary placement for the final candidate shall be in accordance with the description included in **Appendix B**.

Placement

Effective July 1, 1990, the discipline into which a Faculty Member is initially hired to teach shall determine salary placement for that Faculty Member. All salary schedule advancement shall be based upon this initial placement. Changes in assignment will not affect such placement. A list of occupational subject areas is attached; the list shall be revised annually, or if needed semiannually.

- **PLACEMENT OF NEWLY HIRED FACULTY MEMBERS:**

Credit for teaching and other academic assignments at the elementary, secondary, and post-secondary levels shall be granted at the rate of one (1) year for one (1) year of verified experience up to a maximum of six (6) years. One (1) to four (4) years of credit for previous experience will place the new faculty member at Step 1 of the Certificated Salary Schedule. Credit for placement for five (5) years will be placed at Step 2. Credit for placement for six (6) years will be placed at Step 3.

Combined credit for previous teaching experience shall not exceed six (6) years except in the case of eminence. A finding of eminence by the Board of Trustees shall entitle the newly hired Faculty Member experience credit to the level recommended by the President but in no case shall more than nine (9) years credit be granted.

Credit for experience outside the field of education may be allowed at the rate of one (1) year experience for each two (2) years of work experience up to a limit of two (2) years credit. Such credit will be granted only upon recommendation of the President. All applicable work experience must have been performed within the six (6) years preceding the Faculty Member's employment with the District.

Credit for units earned prior to employment with the District shall be confined to professional, upper division, graduate, and undergraduate units which meet the definitions contained in each of the salary range descriptions.

Non-teaching Faculty Members shall be placed on the salary schedule in the same manner as teaching Faculty Members.

- **COMPENSATION FOR EXTENDED CONTRACTS:**

Librarians and counselors shall receive compensation at the regular daily rate for all additional days. Librarians and counselors shall be assigned additional days as provided in **Article VIII, Section 3** of the Agreement.

Coordinator additional days and assignment factors shall be determined by the President on an annual basis. Assignment of the additional days and assignment factors are management decisions and, as such, outside the collective bargaining agreement

- **RANGE ADVANCEMENT**

In order for advancement to take place, Faculty Members must follow the procedures defined in the document "FACULTY PROFESSIONAL ADVANCEMENT" attached hereto as **Appendix B**. All units earned must be verified by certified copies of transcripts sent directly to the Human Resources Office by the Registrar of the granting institution. Summer school units may be used for advancement upon submittal of a letter from the instructor of a class provided that an official transcript must be received in the Human Resources Office no later than December 1 of the same year. When Continuing Education Units are used in lieu of undergraduate units, Faculty Members must submit documented proof of attendance hours certified by the accredited agency offering the units.

In order to advance at the beginning of a semester, Faculty Member must submit an application for advancement to the Human Resources Office no later than May 1 of the academic year immediately preceding the Fall Semester during which advancement is to take place and September 1 preceding the Spring Semester during which advancement is to take place. All units must be verified no later

than August 15 preceding the Fall Semester in which advancement is to take place and February 15 of the Spring Semester in which advancement is to take place. In cases where Continuing Education Units are to be applied, Faculty Members must submit documented proof of attendance hours verified by the accredited agency.

Faculty Members initially assigned at the beginning of the second semester of an academic year may be considered for step advancement at the beginning of the next academic year. If not advanced at this time, Faculty Members shall be considered for advancement at the beginning of the next succeeding academic year. Under no circumstances shall advancement occur at mid-year.

- GRIEVANCE

Placement on the salary schedule shall not be subject to the grievance procedure. The application of the placement process may be grieved. If such grievance is made, the grievance shall be submitted at Level II of the Grievance Process after an informal conference with the Executive Director of Human Resources has failed to resolve the complaint.

DESERT COMMUNITY COLLEGE DISTRICT

FACULTY PROFESSIONAL ADVANCEMENT

1. The Professional Standards Committee shall appoint a Professional Advancement Committee to receive and review all faculty professional advancement requests. Using a consent agenda whenever possible, upon recommendation of the Professional Advancement Committee, the Professional Standards Committee shall approve all advancement study plans.
2. Professional advancement items as requested by Faculty Members shall be immediately placed on the agenda of the Professional Advancement Committee and processed in a timely manner.
3. Professional advancement shall be based on an approved plan that consists of the following elements:
 - A. Copies of all transcripts held by the Human Resources Office shall be submitted to the Professional Advancement Committee in conjunction with the request for plan approval;
 - B. A plan of professional activity shall be submitted with a time-line. It shall consist of:
 - 1) Actual courses to be taken, and/or
 - 2) Letter schedule from the university or department offering the needed courses stating that they will be offered as stated in the time-line;
 - 3) Catalog with a description of the courses that shows prerequisites and course series progression.
 - C. The plan shall be justified in writing. The elements of the plan should include:
 - 1) instructional area taught by the Faculty Member,
 - 2) student and/or institutional needs,
 - 3) individual professional advancement needs, and
 - 4) should have prior approval of the Dean or appropriate supervisor.
4. Except as provided in 5 below, classes taken by academic instructors shall be graduate level. Classes taken by occupational instructors who do not hold an earned bachelor's degree may be undergraduate level if they apply toward the completion of the bachelor's degree. Continuation Education Units (CEU's) may be applied when recommended by the appropriate School Dean and pre-approved by the Committee and the President.
5. Academic Faculty Members may receive salary advancement credit for lower division courses, up to a maximum of six (6) units per salary range, if such courses are proved relevant to the Faculty Member's teaching assignment and such units are recommended by the appropriate Dean and Vice President and pre-approved by the Committee and the President.
6. Professional advancement is determined by accumulation of semester units or their quarter unit equivalents where one quarter unit equals two-thirds of a semester unit. Partial semester units determined by this ratio will not be applied for advancement until they equate to a whole

number of semester units. CEU's earned by 18 hours of attendance shall be equal to one-half (1/2) a semester unit. No more than the equivalent of five (5) semester units per salary range advancement may be earned through the accumulation of CEU's.

7. The Professional Advancement Committee recommendations to the Professional Standards Committee shall be by majority vote of a quorum of the Committee membership. All recommendations shall be presented for Professional Standards Committee approval as consent agenda items.
8. All courses to be used in reclassification must and shall be approved in advance.
9. Reclassification will be based on the completion of units that are applicable toward the completion of the appropriate degree or the objective of the "Approved Study Plan" approved by the Professional Standards Committee. The Faculty Member shall submit an annual progress report to the Committee.
10. No course work shall be repeated for advancement credit without the prior approval of the Professional Standards Committee.
11. All college credit course work must be completed at institutions which are accredited by one of the regional accreditation agencies or the foreign equivalent.
12. Official transcripts, or other documents where transcripts do not exist, that reflect the approved advanced study plan are required for reclassification on the salary schedule prior to salary advancement being initiated. In accordance with the Collective Bargaining Agreement, all course work must have been completed prior to the beginning of a semester for salary advancement to be effective.
13. Faculty Members may appear before the Committee, or choose a representative to appear in their behalf, to explain their professional advancement plan.
14. The Committee shall forward the original approved plans to the Office of Human Resources. The plan shall be placed in the Faculty Member's personnel file. The Committee shall keep a copy of the approved plan. The Faculty Member shall submit original transcripts to the Office of Human Resources for review. The Office of Human Resources shall monitor the progress and shall forward salary advancements for Board approval.
15. Plans for professional advancement shall include a professional advancement plan and state when a reclassification on the salary schedule is projected.
16. A majority vote of a quorum of the Professional Standards Committee as a whole is necessary to approve any professional advancement plan.
17. The Human Resources Office shall notify the Faculty Member and the Committee Chair of any action regarding salary advancement.

APPENDIX C: TENURE REVIEW AND EVALUATION FORMS

**FACULTY EVALUATION TIMELINE
SUMMARY FORM**

INSTRUCTOR _____
SCHOOL _____ LAST EVALUATED _____

DEAN _____ PEER EVALUATOR _____

<u>COMPLETED</u>	<u>DATE SCHEDULED</u>	<u>DATE</u>
------------------	-----------------------	-------------

WEEKS 1 - 2
NOTIFICATION TO INSTRUCTOR _____

WEEKS 1-4
PRE-EVALUATION CONFERENCE _____

WEEKS 4-6
FINALIZE TIMELINE

WEEKS 6-11
STUDENT EVALUATIONS DISTRIBUTED _____
Section: _____
Section: _____

CLASS OBSERVATION
Dean Section # _____
Peer Section # _____

WEEKS 5-11
EVALUATION MATERIAL GIVEN TO FACULTY MEMBER ONE WEEK
BEFORE POST-OBSERVATION CONFERENCE _____

WEEK 6 - 13
EVALUATION CONFERENCE _____
* PRE-OBSERVATION REPORT
* CLASSROOM OBSERVATION REPORT
* STUDENT EVALUATION SUMMARY
* SELF-EVALUATION PACKET

FACULTY MEMBER'S SIGNATURE DATE

SCHOOL DEAN OR APPROPRIATE
ADMINISTRATOR'S SIGNATURE VICE PRESIDENT'S SIGNATURE

C-2

**CLASSROOM OBSERVATION
AND EVALUATION NARRATIVE FORM**

Faculty Member:	Course:	
Date & Time:	Semester:	Year:

To what extent does the instructor demonstrate the following:

4	3	2	1	0
Excellent	Good	Satis- factory	Needs Improve -ment	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					
8 Presents ideas clearly					
9 Creates a climate that is conducive to learning					

	4	3	2	1	0
	Excellent	Good	Satis- factory	Needs Improve- ment	Not Observed
10 Lesson is relevant to course description (for Peer Evaluators only)					
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 cooperative learning opportunities for students					

Comments:

Commendations:
Concerns:

(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.)

Faculty Member's Signature _____ Date _____

C-3

**TEACHING FACULTY EVALUATION
(SELF EVALUATION)**

Instructor _____ School _____

Evaluation Semester/Year _____/_____

SELF EVALUATION NARRATIVE:

Rating: Excellent _____ Good _____ Satisfactory _____ Needs Improvement _____

_____/_____/_____
Instructor's Signature Date

**TEACHING FACULTY EVALUATION
(PEER EVALUATOR EVALUATION)**

Instructor _____ School _____

Evaluation Semester/Year ____/____

Peer Evaluator _____

PEER EVALUATOR NARRATIVE:

Rating: Excellent____ Good____ Satisfactory ____ Needs Improvement____

Peer Evaluator's Signature ____/____/____
Date

Please rate on the Scantron Sheet 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.

**TEACHING FACULTY EVALUATION
(SCHOOL DEAN OR APPROPRIATE ADMINISTRATOR NARRATIVE)**

Instructor _____ School _____

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

School Dean or appropriate Administrator _____

Peer Evaluator _____

SCHOOL DEAN OR APPROPRIATE ADMINISTRATOR NARRATIVE:

Rating: 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 Faculty Member's Signature Date

FACULTY IMPROVEMENT PLAN

Instructor _____ **School** _____

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

School Dean or Appropriate Administrator _____

Peer Evaluator _____

Intent of the Improvement Plan:

Planned Professional Development:

Timelines for Activities to be Accomplished:

Improvement Plan Accomplished/Cycle complete:

Improvement Plan not completed; Schedule evaluation for next semester

_____	____/____/____	_____	____/____/____
Faculty Member's Signature	Date	Peer Evaluator's Signature	Date
_____	____/____/____		
Dean's Signature	Date		

DESERT COMMUNITY COLLEGE DISTRICT **C-8**
Evaluation Form For Coordinator

NAME: _____ **Probationary** _____
DATE: _____ **Tenured** _____
Non-Tenured _____

RATING CATEGORIES

1	2	3	4	N/A
Excellent	Good	Satisfactory	Needs Improve- ment	Not Applicable

Leave any question blank if you have no knowledge of evaluatee's expertise.
 Please place a check mark (✓) in the appropriate place using the rating category.

Work Performance	1	2	3	4	N/A
1. Maintains reporting requirement and program data for compliance					
2. Develops and monitors budget to reflect unique program needs					
3. Develops and maintains open communications with community agencies					
4. Establishes program priorities, procedures, and goals to meet the needs of eligible students					
5. Maintains and teaches appropriate courses for program or departmental success					
6. Recruits, hires, supervises, and evaluates staff and student workers in consultation with the division dean.					
7. Provides staff training for assigned areas					
8. Oversees reviews and upgrades of technology, materials, and software for assigned areas					
9. Oversees the day to day management of area responsibility					
10. Seeks additional funding sources					
11. Oversees the evaluation of the effectiveness of programs and services					
12. Able to resolve conflict effectively					

COMMENTS:

 Employee Signature

 Supervisor Signature

DESERT COMMUNITY COLLEGE DISTRICT **C-9**
Counseling, Librarian, and College Nurse Faculty Evaluation Form
(Page 1 of 2)

NAME: _____
 DATE: _____

Probationary _____
 Tenured _____
 Non-Tenured _____

RATING CATEGORIES

	2	4	N/A
Excellent	Good	Satisfactory	Needs Improvement
			Not Applicable

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

Work Performance:					
1. Work Knowledge: Demonstrates proficiency in area of expertise					
2. Work Quality: Tasks undertaken and completed are acceptable					
3. Work Quantity: The number of tasks undertaken and completed are acceptable					
4. Work Timeline/Dependability: Tasks undertaken are completed in a reasonable time					
5. Demonstrates professional behavior in the 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					
Respect for Students:					
1. Communication: Uses clear, relevant, and effective oral and written skills in interchanging ideas and information with students					
2. Establishes and maintains a positive relationship with students					
3. Demonstrates awareness and appreciation for the diversity of the student population					
4. Professional strategies that emphasize student achievement					
5. Maintains confidentiality of student records					

DESERT COMMUNITY COLLEGE DISTRICT **C-9**
Counseling, Librarian, and College Nurse Faculty Evaluation Form
(Page 2 of 2)

NAME: _____

DATE: _____

Probationary _____

Tenured _____

Non-Tenured _____

RATING CATEGORIES

1
Excellent

2
Good

3
Satisfactory

4
Needs
Improve
-ment

N/A
Not Applicable

Leave any question blank if you have no knowledge of evaluatee's expertise
 Please place a check mark (✓) in the appropriate place using the rating category

Respect for Colleagues:	1	2	3	4	NA
1. Communication: Uses clear, relevant, and effective oral and written skills in interchanging ideas and information with faculty and staff.					
2. Establishes a positive working atmosphere with peers, supervisors, and staff.					
3. Demonstrates awareness and appreciation for the diversity of the college community.					
4. Assists fellow faculty with instructional-related activities.					
Professional Growth:					
1. Seeks knowledge pertinent to job requirements and maintain currency					
2. Adjusts to meet changing job requirements and job demands					
3. Demonstrates awareness of legal, contractual, and policy mandates including matriculation and the American with Disabilities Act					
Services to College Community:					
1. Participates actively with committees, governing groups, task forces, etc.,					
2. Keeps college community informed on procedures and programs					
3. Builds cohesiveness and cooperation among students, staff, and the college community					
4. Develops and maintains open communications with community agencies and make appropriate referrals					

Employee Signature

Supervisor Signature

DESERT COMMUNITY COLLEGE DISTRICT C-10
STUDENT EVALUATION FORM FOR
NON-TEACHING FACULTY

Name of Faculty _____ 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 5-Not Observed

Leave any question blank if you have no knowledge of evaluatee's expertise.
 Please place a check mark (✓) in the appropriate place using the rating category.

GENERAL SURVEY	1	2	3	4	5
1. Information was accurate and helpful to me.					
2. My questions were answered clearly and adequately.					
3. The faculty member was courteous and friendly.					
4. Help was provided in a timely manner.					
5. The 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 faculty member.					
10. On a scale of 1 to 5 with 1 being highest, rate your overall satisfaction with this service.					

Comments _____ (Optional)

DESERT COMMUNITY COLLEGE DISTRICT
TENURE REVIEW COMMITTEE EVALUATION REPORT
(for Tenure Track Faculty Members)

Name of Faculty Member

Check One:

_____ 1st year report

_____ 2nd year report

_____ 4th year report

Department/Division

Tenure Review Committee Members:

Pre-Evaluation Meeting

Date

Classroom Evaluations

Class

Date

Class

Date

Class

Date

Self-Evaluation Completed _____

Student Evaluation Completed _____ Date _____

C-12

CRITERIA FOR EVALUATING FACULTY FOR TENURE

After reviewing the evaluation packet (student evaluation, classroom observation, self-evaluation) of the faculty member, committee members will discuss and the committee chair will complete the following, indicating the faculty member's strengths and weaknesses with suggestions for improvement, relative to the criteria presented in "Criteria Evaluating Faculty for Tenure." Comments should address all specific criteria.

Indicate strengths/weaknesses/suggestions.

1. Classroom Performance (teaching)/Work Performance (non-teaching)

2. Respect for Students

3. Respect for Colleagues

4. Professional Growth

5. College and/or Community Service

TENURE REVIEW COMMITTEE RECOMMENDATIONS:

1st Year Recommendation:

_____ Grant Tenure (Extraordinary Circumstances Only)

_____ Offer Second Contract (One Year)

_____ Do Not Offer Contract

2nd Year Recommendation:

_____ Grant Tenure (Extraordinary Circumstances Only)

_____ Offer Third Contract (Two Years)

_____ Do Not Offer Contract

4th Year Recommendation

_____ Grant Tenure

_____ Do Not Offer Contract

The above is the consensus of the Tenure Review Committee

Committee Chair _____ Date _____

Peer Member _____ Date _____

Peer Member _____ Date _____

Faculty Member _____ Date _____

(Comments may be attached) Date _____

Vice President Review _____ Date _____

President Review _____ Date _____

APPENDIX D

This appendix has been
intentionally left blank.

APPENDIX E: SABBATICAL LEAVE PROCEDURES

SABBATICAL LEAVE PROCEDURES

A. GENERAL PROCEDURES

1. Sabbatical leaves may be granted by the District for the purpose of permitting study or travel which will benefit the District and students in the Desert Community College District, not as a reward for past services. Applications for sabbatical programs which meet general policy are solicited from all unit members.

2. Committee Composition

a. All unit members are eligible for membership. The Vice President of Human Resources may be seated as an ex officio member of the committee.

b. No more than 25 percent of the membership of the committee is to be changed each year.

c. No unit member with a sabbatical application before the committee shall serve as a member of the committee for that year.

3. Sabbatical Purpose

Approved sabbatical purposes are study, travel, creative work, or research which will demonstrably contribute to professional growth.

4. Eligibility

A unit member shall be eligible to receive, if approved, a sabbatical leave after six (6) consecutive years of full-time service to the District. The unit member shall be eligible thereafter to apply for a sabbatical leave upon completion of each additional six (6) years of service. In accordance with Education Code Section 87767, if the leave of absence is taken in non-consecutive periods, the period of service intervening between those separate periods shall comprise a part of the service required for a subsequent leave of absence.

a. Options

(1) One contract year at full salary.

(2) One semester at full salary.

(3) Two alternating semesters at full salary. The two alternating semesters must commence and be completed within a three-year period.

b. Number of Leaves

The District will allow a minimum of one sabbatical per fiscal year, for fiscal years 2013-14 and 2014-15 unless no application is received that is approved through the process outlined below.

- c. The Sabbatical Leave Committee shall serve as the Sabbatical Leave Committee at both the campus and district levels.

5. **Method of Compensation**

- a. The unit member may elect to receive compensation in the same manner as if he/she were in active service. A unit member who has completed his/her sabbatical leave and who leaves the district before fulfilling his/her service obligation of two (2) years shall reimburse the District in the amount due for the proportion of his/her unfulfilled obligation no later than three (3) months after leaving the district.
- b. In case of death of the unit member while on leave, his/her estate shall not be required to fulfill the conditions upon which the leave was granted, but payment of salary by the district shall cease upon such death.
- c. Interruption of the program by serious accident or illness shall not prejudice a unit member with regard to the fulfillment of the conditions upon which such leave was granted, nor affect the amount of compensation to be paid under the terms of the leave, provided, however, that the College President has received prompt notification of such accident or illness, which in general shall be by registered or certified letter, mailed within ten (10) days of such accident or illness.

6. **Status While On Leave**

- a. Time on sabbatical leave shall be counted as regular service for purposes of salary advancement or reclassification and for retirement purposes.

- b. **Other Income While on Leave**

Outside employment during the period of sabbatical leave must be limited so that services performed by the unit member for such income do not interfere with the fulfillment of the conditions of the leave.

7. **Time Line**

Application for sabbatical leave must be filed in accordance with the following deadlines:

- a. All applications are due for submission to School Deans or immediate supervisors on or before October 15.
- b. Complete applications are to be submitted to the Sabbatical Leave Committee on or before November 1. (See Guidelines for Sabbatical Leave Application.)
- c. The Committee may request attendance of applicants at any of its meetings.

- d. The Committee shall make its recommendations to the Administration by March 1.
- e. Ending reports from those unit members on Fall sabbatical leave are due on or before March 1.
- f. Ending reports from those unit members on Spring sabbatical leave are due on or before October 1.
- g. A note is to be sent to all unit members on or before May 1 reminding them of the November 1 sabbatical proposal deadline.

B. FORMS OR AUXILIARY REFERENCES USED

"Application and Contract for Sabbatical Leave"

C. APPLICATION PROCEDURES

1. Applicant

Unit members desiring to apply for sabbatical leave submit applications for leave to his/her Dean or immediate supervisor and to the Sabbatical Leave Committee chairperson. The application should certify eligibility for leave and dates and lengths of previous sabbatical leaves. Letters from the School Dean (or supervisor) and appropriate Dean evaluating the academic value of the proposed sabbatical and the ability of the applicant to successfully complete the sabbatical proposal must be included in the application which is submitted to the Sabbatical Leave Committee.

2. Sabbatical Leave Committee

- a. Evaluates applications, reviews applicants' eligibility and previous sabbatical leaves (if any), assists as needed, with revisions, etc., and recommends which applications shall be forwarded to the Professional Standards Committee.
- b. Informs applicant of disposition of the application. If application is rejected, explains reasons and makes applicant aware of eligibility for reapplication in a later year.

3. Professional Standards Committee

(Reviews applications as presented from the Sabbatical Leave Committee). Forwards approved applications to the Superintendent/President for consideration and recommendation. Creates a list of alternates for consideration in the event an approved applicant is unable to use sabbatical leave.

4. Sabbatical Leave Committee/Superintendent/President

If the sabbatical recommendations of the Sabbatical Leave Committee and those of the Superintendent/President differ, a meeting of the Superintendent/President, Committee Chairperson and sabbatical applicant will be held to resolve any differences. If the differences cannot be resolved, the Committee Chairperson will separately present the recommendations of the Committee to the President.

5. **College President**

- a. Reviews recommendations of the Sabbatical Leave Committee.
- b. Forwards approved applications to the Board of Trustees for action.

6. **Board of Trustees**

Acts upon recommendation of President.

7. **Recipient**

- a. Notifies payroll office, in writing, of address to which pay warrants are to be sent.
- b. Places in the college library and the district Human Resources Office a copy of his/her sabbatical leave proposal.
- c. The recipient shall receive written approval of the sabbatical leave plan from the President prior to absence from his/her position of responsibility at College of the Desert.
- d. If a recipient has any serious accident or illness which will affect the leave plan, the recipient shall notify the President of the College by registered or certificated mail within ten (10) days of said accident or illness or as soon as practical.
- e. If the recipient proposes any changes in the leave plan as approved by the Board of Trustees and as listed in the approved plan, the recipient shall request approval of this change, in writing, through the Sabbatical Leave Committee. No substantive changes are to be made in the sabbatical leave plan without prior written authorization from the President of the College.
- f. No later than six (6) weeks after return to duty, the recipient shall submit evidence, as required, through the Sabbatical Leave Committee to verify that he/she has met objectives stated in the approved application. The post-sabbatical report shall include a copy of the original sabbatical proposal which describes the expected content, format, etc. of the post-sabbatical report. The committee's recommendation concerning this evidence will be forwarded to the President.
- g. The Committee may request that the recipient present to the faculty, or a symposium

forum, a synopsis of his/her sabbatical leave.

- h. The recipient will present an overview of his/her post-sabbatical report to the Board of Trustees upon Sabbatical Leave Committee approval of said report.
- i. In order that the Sabbatical Leave Committee may objectively evaluate the attainment of the objective(s) upon the completion of a sabbatical leave, the following description of documentation for various types of proposals is offered as a guideline for sabbatical recipients:

(1) FORMAL COURSE WORK AT A UNIVERSITY/COLLEGE OR OTHER INSTITUTION OF HIGHER LEARNING

An official transcript of grades (for an American accredited collegiate institution) or an official letter of verification, signed by an appropriate authority indicating that the course of study has been completed satisfactorily and any degrees or certificates obtained.

(2) WORK EXPERIENCE

An official letter or verification, signed by the appropriate supervisor, administrator, or similar authority, that:

- a. Indicates the name and place where work was done.
- b. Indicates the type of work performed.
- c. Indicates the quantity of time spent working.
- d. Indicates the quality of the work performed.

(3) TRAVEL/STUDY/VISITATION

- a. Travel itineraries (places, dates, times, etc.).
- b. Name, title and address of person he/she may have interviewed, consulted, or collaborated with. Include date and synopsis of interview, consultation, or collaborative effort.
- c. Manuscripts, publications, papers, paintings, drawings, videotapes, photographic reproductions, copies, dated tape recordings and/or similar materials produced or acquired as a result of his/her activity that meet the usual and accepted professional standards.
- d. Bibliography of material read, studied and/or collected.

- e. Names, titles, places, dates, etc. of conferences, seminars or meetings attended, including synopsis of each activity.

(4) RESEARCH/STUDY/OTHER CREATIVE WORK

- a. Names of the location(s) or institution(s) where his/her project/study was carried on and the names and titles of authorities (or similar persons), if any, with whom it was conducted.
- b. If applicable, assurances of cooperation or authorization to conduct the project/ activity/study received from appropriate individuals, institutions, companies or agencies.
- c. Manuscripts, publications, papers, paintings, drawings, photographic work and/or other similar materials developed or produced as a result of his/her research, study or other creative activity. These should be of a quality consistent with usual and accepted professional standards.
- d. Titles, places, dates, short description and other evidence, if any, of any lectures delivered and/or seminars, meetings or conferences in which he/she was an active participant.

Various combinations of the above may be considered, depending on the nature of his/her proposed activity and objectives.

The preceding guidelines are meant to be suggestive and not all inclusive. Applicants may submit on their applications other appropriate documentation, keeping in mind the responsibility of the Sabbatical Leave Committee to exercise its mandate to protect the integrity of the sabbatical leave policy.

8. Sabbatical Leave Committee

Reviews post sabbatical reports and makes recommendations to the President.

9. College President

- a. Reviews sabbatical leave reports.
- b. Presents evidence of the satisfactory completion of the goals and objectives of the sabbatical leave to the Board of Trustees.

10. Board of Trustees

- a. Will review the sabbatical leave report of the President of the College and certify that the sabbatical leave requirements, as approved, have or have not been satisfactorily

completed. It is preferred that the post-sabbatical report be presented, in person, to the Board by the unit member.

- b. In the event that the Board decides the objectives of the sabbatical leave, as approved, have not been satisfied, they may invoke one or more of the actions listed in the Contract signed by the sabbatical leave recipient.

GUIDELINES FOR SABBATICAL LEAVE APPLICATION

In order that the Sabbatical Leave Committee may objectively evaluate each application, the following outline is offered. Applicants are not restricted to these issues. However, each item on this list should be thoroughly developed and explained before approval will be recommended by the Sabbatical Leave Committee.

I. Statement of Topic

Should frame the thesis of the proposal.

II. Statement of Need

May include student, individual, department, college and/or community need.

III. Evidence of Preparation and Commitment

Information pertaining to professional background, interest and goals may be included.

IV. Sabbatical Objective and Goals

The applicant must file with this application the prospectus of his/her study during the sabbatical, divided into two sections:

- (a) What the sabbatical study would do to enhance the effectiveness of the individual unit member.
- (b) What benefit might accrue to the institution as a result of the applicant's study leave.

V. Time Line

The schedule/itinerary should be as specific as possible.

VI. Supporting Documentation

- (a) Letters of acceptance from graduate programs, confirmation of travel/study dates and professional appointments.
- (b) Letters from the School Dean (or supervisor) and appropriate dean evaluating the

academic value of the proposed sabbatical and the ability of the applicant to successfully complete the sabbatical proposal.

VII. **Post Sabbatical Report**

The format and content of this report should be previewed.

**DESERT COMMUNITY COLLEGE DISTRICT
SABBATICAL LEAVE REQUEST**

Last Name First Middle

Home Address City Zip Code Home Telephone

College or District Office Office Telephone Ext. Position/Subject Field

LEAVE DATA

1. Number of semesters requested (1,2) _____

2. Beginning Month _____ Date _____

3. Ending Month _____ Date _____

4. Date of full-time faculty employment _____

5. Number of years since previous sabbatical _____

6. Indicate type of leave activity:

____ Formal Study

____ Study/Travel

____ Occupational Experience

____ Creative Work

____ Research

1. Applicant's Signature _____ Date _____

2. School Dean, _____ Date _____

3. Dean (or Supervisor), _____ Date _____

4. Sabbatical Leave Committee, Recommendation Date _____

5. Professional Standards Committee, Recommendation Date _____

6. President, Academic Senate Recommendation _____ Date _____

7. President, Recommendation Date _____

8. Board Action Date _____

**DESERT COMMUNITY COLLEGE DISTRICT
CONTRACT FOR SABBATICAL LEAVE**

I, _____, hereby apply for sabbatical leave

From to _____

for the purpose of _____

on a salary basis during period of leave of full salary in accordance with the regulations of the College of the Desert covering such leave.

My salary is based on step , column ,

I have been a member of the faculty at College of the Desert for years.

My previous sabbatical leaves have been as follows:

From _____ to _____;

From _____ to _____;

If granted sabbatical leave, I hereby agree to abide by the terms of the regulations governing sabbatical leave, as set forth on the attached sheet and Administrative Policy #4152.1 (Faculty Handbook) and the California Education Code. I understand that my violation of the terms of the regulations governing sabbatical leaves could result in any one or a combination of the following actions:

- (1) An immediate revocation of the sabbatical leave or a change to a leave of absence without pay.
- (2) Responsibility for restitution to the District for funds received for the sabbatical leave.
- (3) Loss of column advancement on the salary schedule as a result of graduate work done while on the sabbatical.
- (4) Loss of step advancement on the salary schedule for the year in which the sabbatical was taken.

It is understood that action to implement any of these would need consideration by the Sabbatical Leave Committee, the President and approved by the Board of Trustees and would be implemented by the President of the College or his/her designate.

I hereby further agree to remain in the service of the College of the Desert for at least two years after the expiration of the sabbatical leave herein applied for. In case I am responsible for terminating my connection with the College within the period of two years after the expiration of my sabbatical leave, I agree to refund to the College within three months the amount paid during this period of sabbatical leave, provided however, that in case of my permanent disability due to ill health or accident, or death, neither I nor my heirs shall be obligated to refund any part of the amount paid me as salary while on sabbatical leave.

_____	_____
	Signature of Applicant
_____	_____
School Dean	Present Rank or Title

	Division
_____	_____
Action of Sabbatical Leave Committee	Date
_____	_____
Action of Professional Standards Committee	Date
_____	_____
Action of Appropriate Vice President	Date
_____	_____
Action of Superintendent/President	Date
_____	_____
Action of Board of Trustees	Date

1 copy - Applicant

1 copy - Personnel File

1 copy - College Library

APPENDIX F: GRIEVANCE FORMS



GRIEVANCE FORM-LEVEL I

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

Grievant's Name	<input type="text"/>	Contact Phone Number	<input type="text"/>
Grievance Number	<input type="text"/>	Immediate Supervisor	<input type="text"/>
		Date of Informal Discussion	<input type="text"/>

INSTRUCTIONS: This form must be filed with the immediate supervisor **within 30 days** after the date of the alleged misinterpretation or misapplication of the Agreement 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 violation, 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, 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 or Association within 10 days

Date of meeting _____

8. Outcome

Resolved

Date _____

Not Resolved. Written response in 10 days

Date _____

Attach written response to this form.

9. Immediate Supervisor or Designee's Signature

_____ Date _____



GRIEVANCE FORM - LEVEL II

Refer to Article XXII: 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 the decision for Level I. 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. Indicate the basis for the appeal.

[Large empty box for indicating the basis for the appeal]

2. Indicate the remedy or correction requested.

[Empty box for indicating the remedy or correction requested]

3. Grievant's Signature

Date _____

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

Date of Meeting _____

5. Outcome

Resolved

Date _____

Not Resolved. Written response in 10 days

Date _____

Attach written response to this form.

6. President's or Designee's Signature

Date _____



GRIEVANCE FORM - REQUEST FOR MEDIATION

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

Faculty Member's Name	<input type="text"/>	Contact Phone Number	<input type="text"/>
Grievance Number	<input type="text"/>	Immediate Supervisor	<input type="text"/>
Person Against Whom Grievance Is Filed	<input type="text"/>	Date of Receipt of Decision For Level II	<input type="text"/>

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.



GRIEVANCE FORM - LEVEL III ARBITRATION

Refer to Article XXII: 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.

1. I request that this grievance be submitted to Level III Arbitration.

Grievant's 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.

APPENDIX G: 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 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 H: MOU EVALUATION REVIEW PROCESS

**MEMORANDUM OF UNDERSTANDING
 BETWEEN
 DESERT COMMUNITY COLLEGE DISTRICT
 AND
 COLLEGE OF THE DESERT FACULTY ASSOCIATION
 ARTICLES XIV: EVALUATION OF TENURED FACULTY MEMBERS
 ARTICLE XV: TENURE REVIEW PROCESS
 APPENDIX C**

December 3, 2010

Whereas the Desert Community College District and the College of the Desert Faculty Association (collectively the "Parties") agreed to amend Article: XIV Evaluation of Tenured Faculty Members, Article XV: Tenured Review Process and Appendix C as stipulated in the Memorandum of Understanding dated September 17, 2008;

The Parties agree that "Dean or Educational Administrator approved by the faculty being evaluated," shall replace "Division Dean" in the evaluation processes, forms, and related responsibilities. The Director, Nursing and Allied Health shall evaluate the nursing faculty. This agreement shall be effective for 2011-2012.

Accepted and Agreed to this _____ day of December, 2010.

COD FACULTY ASSOCIATION

**DESERT COMMUNITY COLLEGE
DISTRICT**

Zerryl Becker, Chief Negotiator

Robert Blizinski, Chief Negotiator

Steve Acree, Negotiator

Susan Kitagawa, Negotiator

Gary Bergstrom, Negotiator

Leslie Young, Negotiator

Marianne Reynolds, CCA/CTA/NEA
Community College Staff Consultant

Wade Ellis, Negotiator

APPENDIX I: LOAD BANKING POLICIES

RULES AND REGULATIONS

APPENDIX I LOAD BANKING

1. Where a Unit Member assumes all or a portion of any assignment that is not part of the Unit Member's regular contract workload, the Unit Member may elect to "bank" or accumulate such assignment for future use in lieu of current compensation. There is no guarantee expressed or implied that overload assignments will be available.

2. Banked assignments may accumulate indefinitely, but may not exceed the equivalent of the minimum regular contract workload for one semester. (Whenever a Unit Member's accumulated assignments equal the maximum SIU load or counselor assignment, additional assignments outside the regular contract workload shall be paid during the period of service.)

a. An overload assignment may not be split allowing for partial load banking and partial compensation. An exception will be allowed when the overload assignment, added to the total number of banked SIU's, exceeds the 15 SIU workload limit. A Unit Member will be allowed to reach the maximum load banking limit and be paid for the remaining SIU's associated with the overload assignment.

3. Faculty members who have "Released Time" as a part of their assignment may participate in load banking. The "Released Time" itself may not however, be used as the overload for load banking purposes.

4. Banked assignments may remain banked indefinitely upon reaching the banked load limit as provided for in number two above.

5. Banked assignments may be utilized in future semesters to affect an equivalent reduction of load ("banked leave").

6. Cash-In Options:

a. Depending upon the number of banked hours, the subsequent compensatory time-off may be one (1) or more classes (or proportionate workload for non-classroom faculty), or, an entire semester (but no longer than one semester except when used in conjunction with a one semester Sabbatical Leave).

b. Non-Teaching Faculty

40 Hour Work Week

Maximum Permitted (1 SEM)
Load Banking

(Examples of possible banking options)

Bank 8 hours per week per semester

X 5 semesters=

Maximum Permitted (1 SEM)

Bank 4 hours per week per semester

X 10 semesters=

Maximum Permitted (1 SEM)

36 Hour Work Week

Bank 7.2 hours per week per semester

X 5 semesters =

Maximum Permitted (1 SEM)

Bank 3.6 hours per week per semester

X 10 semesters=

Maximum Permitted (1 SEM)

Other

When any non-teaching faculty have assigned work weeks of less than 36 hours per week a 36 hour work week standard will be used for purposes or participation in load banking.

7. For purposes of compensatory time off only, a unit member may bank or accumulate workload as follows:

a. For every five (5) weekly contact hours of overload* laboratory teaching assignment one additional (1) SIU (up to a maximum total of sixteen (16) SIU's.

b. A maximum total of eight (8) SIU's of Summer School teaching (and a maximum of four (4) SIU's per Summer Session.)

8. A Unit Member shall notify the immediate Supervisor, in writing, of intent to request and or to utilize banked leave not later than the established time of scheduling for the semester for which the leave is requested.

*See Section 4, Article XI on lab assignment - semester instructional unit/(SIU) ratios.

9. Every effort shall be made to accommodate the Unit Member's request for banked leave however, it is recognized that leave may be postponed under circumstances where the absence of the Unit Member would jeopardize the integrity of the program. Denial of banked time under this article shall be made in writing and shall not be arbitrary or capricious.

10. Whenever the number of eligible unit member requests for overload assignments exceed the number of available overload assignments, priority will be given in the following order:

- (1). To unit members whose regular principal assignment is within the discipline or job responsibility where the overload assignment is to be made.
- (2). Seniority of service within the District.

11. Where two or more Unit Members from the same division/department apply for banked leave, and all cannot be accommodated, those Unit Members who have not previously taken banked leave shall have priority in order of seniority.

12. Sabbatical eligibility, fringe benefits, retirement options, and District STRS and other payroll contributions will not be affected by participation in load banking.

13. A Unit Member may not be employed by the District for supplementary or special assignments while using a full semester as compensatory time off.

14. The District shall provide an annual statement of account to Unit Members who have accumulated banked assignments indicating the assignments banked as of the statement date.

15. Load banked time cannot be combined with a sabbatical leave either before or after a sabbatical leave is granted to create an absence of greater than one (1) year in length. In addition, load banking of a semester length cannot occur less than one year prior to or one year after sabbatical leave or an unpaid leave of absence.

16. Load banking usage of a semester length cannot occur more than once every three (3) years, not withstanding any other provision contained herein.

APPENDIX J: RELEASED/REASSIGNED TIME AND STIPENDS

Reassigned Time

Assignment	Selection By	Term Limit	FTEF	SIU's
Articulation	Dean	2 yrs	50%	7.5
Career Center	Dean	2 yrs	50%	7.5
Director of Golf	Dean/VP of BA	1 yr	40%	6.0
HSAD Coordinator	Dean	1 yr	10%	1.5
HSAD Coordinator	Dean	1 yr	10%	1.5
Transfer Center	Dean	2 yrs	50%	7.5
Tutorial Liaison/Mathematics	Dean	1 yr	26%	4.0
Tutorial Liaison/Communications	Dean	1 yr	26%	4.0
USDA Grant Coordination	Dean/Designated by grant	Term of grant	20%	3.0
Musical Theatre Production	Dean	1 semester		3.0 to 4.0

Released Time

Assignment	Selection By	Term Limit	FTEF	SIU's
Senate President	Faculty	2 yrs	60%	9.0
Faculty Development Chair	Faculty	2 yrs	20%	3.0
Curriculum Chair	Faculty	2 yrs	20%	3.0
Outcome Assessment Chair	Faculty	2 yrs	20%	3.0
Ed Policy Chair	Faculty	2 yrs	20%	3.0
Ed Tech Chair	Faculty	2 yrs	20%	3.0

See Article VI: Rights of the Association, Section 1 for released time for the Association.

Stipends

Assignment	Selection By	Term Limit	Stipend Amount
Music 99 Private Lessons	Dean	semester	\$20 per ½ hour lesson not to exceed \$280 per student each semester
Evaluate eligibility for Nursing Program applicants	Dean	2yrs	\$52/hour
Math remediation for RN students	Dean	1yr	\$52/hour
S-Stern Scholarship Grant administrative services	Dean	1yr	\$2,000
NSF scholarship advertisement, selection & mentoring of recipients	Dean	1yr	\$1,500
Tutor-Test of Essential Academic Skills (TEAS) remediation student in Reading	Dean	1yr	\$52/hour
Acting Nursing Program Director for 2 weeks	Dean	1yr	\$500
ESLN Level Leads	Dean	1yr	\$600/semester
Write and edit Accreditation Self Study and Follow-up Reports	VP of AA	1 yr	\$51/hour

Department Chairs	Faculty	2 years	\$1,100/Per Month
Tutorial Liaison/ESLN	Dean	1 year	\$3,200 per semester

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. Tenured and tenure track nursing faculty shall be compensated \$140 for the weekly assignment hours of a Clinical Section for each assigned Clinical Day. For example, if a faculty member is assigned to a clinical section for 13.5 hours per week, they shall be compensated 13.5 hours times \$154.35 for a total of \$2,083.73 for that semester.

APPENDIX K: DOMESTIC PARTNERS HEALTH BENEFITS

DOMESTIC PARTNERS ELIGIBILITY**DEFINITIONS OF DOMESTIC PARTNERSHIP**

The criteria for Domestic Partnerships are defined in California Family Code Section 297. Only same sex domestic partners age 18 and older and opposite sex domestic partners when one or the other is age 62 or older are eligible for consideration as Domestic Partners under California Family Code Section 297. (Since this is the law that came out of the legislation, Family Code is the "umbrella." In either case, the intent is the same.)

In order for same sex domestic partners to be considered as such by the State of California, the employee/retiree must file the Declaration of the Domestic Partnership (NP/SF DP-1) which was issued by the California Secretary of State within 30 days of enrollment. For same-sex partners the filing fee is \$33.

In order for opposite sex domestic partners ages 18 through 61 to be deemed as domestic partners by the District, the employee/retiree must provide the District with only a signed and notarized affidavit. When one or both domestic partners are 62 years of age or older, they must file Form NP/SF DP-1 with the state of California. For opposite-sex partners who file NP/SF DP 1, the filing fee is \$10.

DISTRICT REQUIREMENTS:

Neither AB 205 nor California Family Code require registration as Domestic Partners as an absolute condition for an employer to offer benefits to spouses of employees. An employer may or may not decide to impose the extra burden of proof on its employees in same sex partnerships. Legal counsel suggests that this extra burden of proof on same sex partners may violate College of the Desert Board Policy 3410 and the provisions of California Education Code section 53000.

DEPENDENTS:

Dependent children of a domestic partner must meet the same eligibility requirements as a dependent child of a marriage.

DISSOLUTION OF PARTNERSHIP:

If both parties desire that the domestic partnership be terminated, they will no longer be deemed domestic partners by the District or the State, and eligibility will end six months following notification of dissolution to the District. If Form NP/SF DP-1 has been filed with the State, then the employee must file the Notice of Termination of Domestic Partnership (NP/SF DP-2) with the Secretary of State. In the case of opposite gender partnerships, since District guidelines do not require opposite sex partners to become Domestic Partners, notice of the dissolution of an opposite gender relationship must be delivered to the Human Resources Department in the form of a notarized letter signed by both parties.

Exhibit A

CONTINUATION OF COVERAGE FOR DOMESTIC PARTNERS

This all makes sense; however, the fact that this section is deemed necessary is further proof that the equation of marriage and domestic partnership is a false analogy.

1. Although a domestic partner does not have rights to COBRA coverage under existing Federal Law, Desert Community College District has decided to offer continued coverage in certain cases. These “cases” need to be defined clearly and specifically. This is not COBRA coverage, and as such, Desert Community College District retains the right to modify or terminate this continuation of coverage benefit at any time.
2. A “continuation coverage” charge must be paid monthly in order to obtain the coverage outlined below. The amount charged will be equal to the value of the coverage provided as determined by the Company’s actuary plus a 2% charge for administrative expenses. Continued coverage is contingent upon timely payment of these charges, and will terminate if the applicable premium is not received by the end of the month for which the charge is payable. It is intended that charging the actuarially determined value will eliminate income tax to an employee or former employee for the value of the extension of coverage. However, this calculation is not, of course, binding on the Internal Revenue Service or any other taxing authority.
3. A domestic partner may not continue to be covered under the plan after dissolution of the domestic partnership relationship.
4. Notwithstanding the provisions of COBRA, continuation coverage can only last for a maximum of 18 months regardless of the event which triggers the coverage. Thus, a domestic partner may continue coverage for up to 18 months,
 - (a) When the employee is terminated and the employee elects COBRA coverage for 18 months. A domestic partner may not make an independent election of COBRA; and
 - (b) Following the death of the employee if the domestic partner was covered by the plan at the time of the employee’s death. If a former employee died during his or her 18 month COBRA coverage period and covered the domestic partner at the date of death, the continuation coverage may continue for the domestic partner for up to 18 months from the former employee’s termination of employment; and
 - (c) From the date of the employee’s termination of employment, if coverage would otherwise be lost following the Medicare entitlement of the employee. Domestic partners who are not covered by the underlying plan or plans at the time of the employee’s Medicare entitlement are not eligible for this continuation coverage.
5. In no event shall the domestic partner be permitted to continue this coverage beyond the date the domestic partner coverage is terminated with respect to domestic partners of similarly situated active employees.
6. In no event shall the domestic partner be permitted to continue this coverage beyond the date that the domestic partner becomes eligible for coverage under Medicare (unless eligibility for Medicare is solely as the result of end-stage renal disease).
7. Domestic partners who are being provided continuation of coverage under an available plan may not change to a different plan. If a former employee selects one plan, then the domestic partner must choose coverage under the same plan.
8. Participants and their domestic partners, are required to notify the Desert Community College District upon the occurrence of any event which would result in a lapse of coverage.

APPENDIX L: COMPLAINT FORM

**(ARTICLE XXI: RIGHTS OF FACULTY WHO HAVE
HAD COMPLAINTS FILED AGAINST THEM)**

**DESERT COMMUNITY COLLEGE DISTRICT
COMPLAINT FORM**

INSTRUCTIONS: Pursuant to “Article XX: Rights of Faculty Who Have Had Complaints Filed Against Them” of the Collective Bargaining Agreement between the DCCD and CCA/CTA, an administrator investigating a complaint shall instruct the individual who received the complaint to complete this form.

Date complaint received :	Time :
If complaint was received in writing, please complete this section and attach a copy of the complaint. Complaint was in the form of a(n):	
_____ letter	_____ email
_____ other, please explain	
If complaint was received orally, please complete this section.	
Name of person making complaint (if known) _____	
Contact phone number _____	
Complaint was received:	
_____ in person	_____ by telephone
Provide a brief summary of complaint.	

Signature of Person Making Complaint (optional) _____

Signature of Person Completing This Form _____

Title _____

Date _____

APPENDIX M: MOU MARKET BASKET STUDY COMMITTEE

SIDE LETTER OF AGREEMENT / MEMORANDUM OF UNDERSTANDING

Between
DESERT COMMUNITY COLLEGE DISTRICT
and
DESERT COMMUNITY COLLEGE DISTRICT FACULTY ASSOCIATION
(CCA/CTA/NEA)

The parties hereby agree to reestablish the Market Basket Study Committee, hereinafter MBSC. The parties agree that the primary purpose of the MBSC will be to examine and review, without limit, the operations of the District by studying the effectiveness of the District's organization.

In examining and reviewing the operations of the District, the MBSC will have as one of its goals to enhance the salaries of the District's faculty members to a level which represents the upper quartile of the composite benchmarks (established by the MBSC) among the Comparison Districts. The parties agree that faculty members will similarly strive to reach the goal of attaining the upper quartile of Comparison Districts with respect to the following four factors: 1) average class size; 2) average FTES per faculty member; 3) average faculty contact hours; and 4) proportion of credit/non-credit.

In choosing the composite benchmarks and in determining whether its goals have been met, the MBSC will, as one of its first objectives, consider the following: 1) the five benchmarks which are included in the most recent annual community college compensation survey (final) published by Alan J. Frey; 2) the five salary steps on the District's salary schedule with CCA on which the most full-time faculty are currently situated; and 3) any other information in which the MBSC members offer to the committee for consideration in helping to determine the appropriate benchmarks. After considering the preceding information, the MBSC will agree to the benchmarks which will be utilized for the study.

The parties recognize that the District's ability to attract and retain the best faculty to work at the College of the Desert is enhanced significantly by offering salaries which are competitive.

It is further agreed that one of the goals of the MBSC will be to review and examine management size and salary costs in determining the efficiency of the District's operation. This factor will be carefully considered by the committee in making its recommendations.

It is further agreed that another goal of the MBSC shall be to have the most accurate and up-to-date Market Basket Study available. In order to achieve this goal, the first objective of the MBSC shall be to review the current data and list of Comparison Districts to be used in the Market Basket Study. The MBSC shall determine those California community college districts that closely resemble the full time equivalent students (FTES) found within DCCD. Any Comparison Districts used in any previous Market Basket Studies and not currently comparable to DCCD shall be eliminated and only districts comparable to DCCD (which may include districts not previously considered as Comparison Districts) shall be added to the list of Comparison Districts for the purposes of the Market Basket Study.

It is further agreed that another objective of the MBSC shall be to explore means, options, activities and courses of action to reduce district wide expenses and increase district revenues over the course of each academic year commencing July 1, 2001. The MBSC shall be charged with finding traditional and non-traditional sources of revenue as well as discovering methods of increasing efficiencies of operation in order to lower district costs and reduce diseconomies of scale.

It is further agreed that the following factors, including those used in the original Side Letter of Agreement of May 5, 1995 between the parties, shall be considered and evaluated:

Average class size	Average faculty contact hours
Average FTES per faculty member	Proportion of credit/noncredit
Facilities operations not supported	Current salary schedules
Fringe benefits costs	Management size and salary costs
Number and salary costs of supervisors	Number and salaries of classified staff
Size of physical plant	Physical plant operating costs
Revenue availability and sources	Utilities costs
Number of adjunct faculty	Status of reserves (contingency funds)
Multiple sites	Other extraordinary revenues or expenses
Off-campus operations	Distance learning
Developmental Education programs	Auditing of academic courses
Bookstore operations	Dining hall and food store operations
Information Systems operations	Program Review

Special or unique programs or entities, including the Golf Management Institute and driving range facility, Energy Training Technology Center, International Student program, FIPSE/FSS grants, etc.

Any other relevant factors which may be considered and agreed upon by the Committee

The above list of relevant factors may be reviewed by the MBSC each academic year, but revisions, additions or deletions, if any, must be completed no later than October 1, 2001, for the inaugural year. For each subsequent year, the deadline shall be April 1st.

The parties further agree that to operate effectively and efficiently the MBSC must include members from all of the District's employee associations and other constituency groups who will offer their perspectives and experiences in helping the MBSC reach its goals.

The MBSC will make periodic reports regarding its progress and topics of study.

It is further agreed that the MBSC shall continue until dissolved and terminated by mutual agreement of the parties.

It is further agreed that the parties will have full access to all data, financial information and recommendations resulting from the work of the MBSC. All such data, financial information and

recommendations shall also be made available to the DCCD Budget Planning Committee.

The parties agree that the establishment of the MBSC and any data or information resulting from the activities and endeavors of the MBSC shall not change, alter or interfere with the provisions of any prior agreements or contracts entered into by the parties and currently in full force and effect unless mutually agreed to by the parties.

Finally, the parties agree that given that the findings/recommendations of the MBSC are not intended to modify any prior agreements of the parties, that those findings/recommendations will be shared with the District's Board of Trustees by the MBSC prior to any negotiations between the parties to modify the Collective Bargaining Agreement as a result of the findings.

Accepted and Agreed to this _____ day of _____, 2001.

For: FACULTY ASSOCIATION
(CCA/CTA/NEA)

For: DESERT COMMUNITY
COLLEGE DISTRICT

Richard W. Post, Chief Negotiator

Peter J. Brown, Chief Negotiator

Date

Date

**APPENDIX N: LOG OF ACTIVITY
EMPLOYEE PERSONNEL RECORD**

