



COLLEGE OF THE SEQUOIAS



MASTER AGREEMENT

July 1, 2024-June 30, 2027

**Master Agreement between College of the Sequoias Community College District
and College of the Sequoias Adjunct Faculty Association/University Professional
and Technical Employees (COSAFA/UPTE)**

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Website Availability: This document is available from Human Resource Services at <http://cos.edu>

ARTICLE I

Agreement and Certification

- 1.1 The articles and provisions contained herein constitute a bilateral and binding Agreement (which shall hereafter be referred to as “Agreement”) by and between the Board of Trustees of the Community College District for the College of the Sequoias (which shall hereafter be referred to as “Board” or “District”) and the Part-time Faculty Association/University Professional and Technical Employees (COSAFA/UPTE) its agents or representatives (which shall hereafter be referred to as “Union”), an employee organization.
- 1.2 This Agreement is entered into pursuant to the Government Code, Sections 3540 – 3549.3, (Rodda Act) of the California Government Code.
- 1.3 The California Public Employment Relations Board (PERB) on October 1, 1998, certified COSAFA/UPTE as the exclusive representative of the Part-time faculty defined in the certification as follows: (Appendix A).
 - Shall Include:** All faculty, counselors, librarians and coaches paid on the hourly salary schedule.
 - Shall Exclude:** All full-time, full-time temporary and substitute faculty and all management, supervisory and confidential and classified employees.
- 1.4 The Board agrees not to negotiate with any other organization in matters upon which the Union is the exclusive representative, and agrees not to negotiate with any member of the unit individually during the duration of this Agreement on matters subject to negotiations.
- 1.5 The Union recognizes the Board as the duly-elected representatives of the District and agrees to negotiate only with the Board’s representatives officially designated by the Board to act in its behalf. The Union further agrees that neither it nor any of its members or agents will attempt to negotiate privately or individually with the Board, any Board member, administrator or other person or persons not officially designated by the Board as its representative.

ARTICLE II
District Rights

- 2.1 It is understood and agreed that the District retains all of its powers and authority to manage services and the work force performing those services.
- 2.2 It is agreed that during the term hereof the District shall not be required to negotiate about matters which are solely a function of management, except as modified by this Agreement or provided for under EERA, PERB decisions, or decisions by the courts. District rights include the right to:
 - 2.2.1 Determine and modify the organization of District government and its constituent work units.
 - 2.2.2 Determine the nature, standards, levels, and mode of delivery of services to be offered.
 - 2.2.3 Determine the methods, means, and the numbers and kinds of personnel by which services are to be provided.
 - 2.2.4 Determine whether goods or services shall be made or provided by the District, or shall be purchased, or contracted for.
 - 2.2.5 Direct employees, including scheduling and assigning work and work hours.
 - 2.2.6 Establish employee performance standards and to require compliance therewith.
 - 2.2.7 Employ, terminate, relieve from duty or non-renew bargaining unit employment contracts in accordance with the provisions of the California Education Code.
 - 2.2.8 Implement reasonable rules, regulations, and directives consistent with the law.
 - 2.2.9 Take all necessary actions to protect faculty, staff and students to carry out its mission of safety in cases of emergency.

ARTICLE III

Union Rights

- 3.1 The District will comply with all terms of California Government Code Sections 3556-3559 concerning access to new employee orientations and employee lists.
- 3.2 The Union may distribute Union literature on District property, provided there is no interference with District business and in compliance with District policy for distribution and posting. Authorized Union communications may be placed in the mailboxes of bargaining unit members. Such communications must be dated and bear the Union's identification as the distributor.
- 3.3 The Union and the District agree that the College email system shall be the "official channel of communication" between administration and part-time faculty members in conducting college-related business. Similarly, the Union may use the College email system to conduct Union business provided such usage complies with any/all District email policies.
- 3.4 **Equipment Usage**
The Union shall secure prior approval from the Vice-President, Administrative Services, or designee, for the use of District equipment. The Union shall pay for its own supplies whenever the use of District equipment is approved and for reasonable fees determined by District administration.
- 3.4.1 District requirements shall, at all times, have priority over that of the Union.
- 3.4.2 Any materials produced shall be solely at the expense of the Union.
- 3.4.3 The Union agrees that should there be a dispute regarding the amount of fees to be paid, the Union shall pay the fees and then seek resolution of dispute by the grievance procedure herein.
- 3.5 **Telephone Usage**
The Union shall not cause any long distance telephone calls or any other charges to be billed to the District.
- 3.6 **Use of Facilities**
The Union and its members shall have the right to request reasonable and lawful use of available school buildings at reasonable times for meeting purposes. The Union's request shall not be unreasonably denied by the District. Applicable policies will be universally applied.
- 3.7 **Employee Organization Contact Procedures**
The Union shall provide the Dean, Human Resource Services with a current

list of bargaining unit members authorized to discuss organizational matters with the Dean of Human Resource Services or their designee. Such designation shall be provided by September 15 of each academic year with notification of changes provided as they occur.

3.7.1 Non–employee Union representatives shall provide at least 24–hour notice to the Dean, Human Resource Services of their intent to access District property for all Union purposes. Union business will not interfere with classroom instruction.

3.8 Released Time for Negotiations

A maximum of three (3) authorized unit members of the Union Bargaining Committee shall be released from their regular work duties at the College of the Sequoias to participate in contract negotiations provided that the meetings are held with District representatives during working hours of the Committee members involved.

3.8.1 Every effort will be made to schedule negotiations at times when classes would not need to be canceled. When it is necessary for a Committee member to miss a class, every effort will be made to have a qualified substitute instructor.

3.8.2 Faculty members who substitute for a negotiating team member whose presence is required at a negotiating session will be paid at the substitute’s normal hourly rate.

3.9.2.1 Pay for substitutes will be deducted from the \$900 stipend.

3.8.3 For the life of each collective bargaining agreement, the Union Bargaining Committee shall receive a stipend of Nine Hundred Dollars (\$900.00) compensation per member (up to a maximum of three members).

3.8.3.1 Within thirty days of the settlement of the agreement, Human Resource Services will be notified in writing by the Union Bargaining Committee regarding the distribution of the stipend.

3.8.3.2 Payroll will be notified of the necessary payments to Bargaining Unit Committee persons and payment will be made in the next payroll period.

ARTICLE IV

Workload, Class Assignment, and Duties

4.1 Part-time faculty will normally be assigned up to 67 percent per semester of a regular full-time faculty assignment. Upon recommendation and approval of the District administration, part-time faculty may be assigned/employed for greater than 67 percent in a semester; however, in no event shall a part-time faculty member be assigned/employed for greater than 67 percent of a regular full-time faculty assignment for more than two semesters within any period of six consecutive semesters.

4.1.1 For reference purposes, the workload of a full-time (100%) instructional faculty member shall be thirty (30) lecture hour equivalents (LHE) per year. The average shall be fifteen (15) lecture hour equivalents (LHE) per semester. Non-instructional faculty shall work 35 hours per week, per semester.

4.1.1.1 For reference purposes:

One contact hour of lecture	=	1.00 LHE
One contact hour of lab	=	0.75 LHE
One contact hour of activity	=	0.70 LHE
One contact hour of noncredit	=	0.50 LHE

4.1.2 Pursuant to Education Code Section 22138.5(c)(5) each collective bargaining agreement entered into applicable to part-time faculty shall specify the number of hours of creditable service that equal full-time for a part-time faculty position which for the bargaining unit members covered by this master agreement shall be 700 hours.

4.2 Class Assignment

4.2.1 It is the intent of this agreement to provide part-time faculty and the District with guidelines which will provide reasonable continuity and predictability to the process of making class assignments to unit members. The District understands the importance of recognizing the experience of more senior part-time faculty members when scheduling classes. The District will consider seniority as one factor when scheduling classes. However, the District reserves the right to schedule part-time faculty members in a manner that is best for students and the District. For purposes of keeping appropriate personnel records, the following article describes how the District will maintain a part-time faculty seniority list.

- 4.2.2 Human Resource Services shall maintain and distribute to the Union and post on its web page once per semester, a part-time faculty seniority list, within each Discipline. The “seniority” list shall be ranked by date of first paid service to the district. Ties in service shall be broken using the last four digits of a part-time faculty member’s social security number or tax identification number (if the part-time faculty member does not have a social security number), where the lower number gets higher seniority. The seniority list thus established shall be the permanent seniority for the unit members involved. Such seniority list will prevail throughout the District.
- 4.2.2.1 Once during each semester of every academic year, the Human Resources Department will distribute a Part-time Instructor Availability Form electronically (Appendix H and, also, available online at www.cos.edu). This form is designed to provide a mechanism by which the District can be advised of the future availability of a given part-time faculty member for continued employment and, also, the courses the part-time faculty member prefers to teach.
- The part-time faculty member is expected to return the completed form to the District within 10 working days. After returning the form, it is the responsibility of each Unit member to take the initiative in advising the District of any changes in availability.
- 4.2.2.2 In the event that a part-time faculty member fails to submit and/or update the Part-time Instructor Availability Form, the District will be at liberty to fill staffing vacancies using another instructor.
- 4.2.3 District initiated involuntary breaks in service shall not affect the accrual of seniority. District initiated involuntary breaks in service shall include, but are not limited to: course cancellation, courses that “do not make,” replacement of a part-time employee by a full-time employee, there are no courses/assignments available, a course/assignment is not offered that fits the part-time faculty member’s availability, or they are on approved medical leave.
- 4.2.4 Part-time faculty members can apply to the human resources department for an unpaid leave of absence. Such unpaid leave of absence can be for up to two (2) consecutive academic semesters. During the approved unpaid leave, a part-time faculty member will not lose seniority. Bargaining unit members who choose not to teach for the District for two (2) consecutive academic semesters

without an approved leave of absence from HR will be dropped from the seniority list.

4.2.4.1 Part-time faculty can apply for an unpaid leave of absence by emailing the Dean of HR the semester before the planned leave. The application also needs to be sent before accepting an assignment for the semester(s) (see 4.2.7.2).

4.2.5 The seniority list shall also contain the Discipline(s) that each individual faculty member is qualified to teach based on each part-time faculty member's personnel file located in Human Resource Services. All efforts will be made to give a part-time faculty member preference to continue course(s) they have previously taught. When assignments are available for part-time faculty, the senior part-time faculty member of that department or discipline may select those assignments that they wish, and for which they are qualified, up to the limit of 4.1 above. The next senior member may then select similarly until the list is exhausted. If there are assignments still to be made and all current part-time faculty have completed their selections, such assignments may be offered to newly hired part-time faculty.

When more than one part-time faculty member has seniority and is fully qualified to teach a course, the area dean (or designee) shall make the assignment based on the needs of the department/division.

Seniority shall not grant any part-time faculty member the right to a minimum or maximum level of assignment, nor guarantee the part-time faculty member any particular course assignment.

All assignments shall be made to best meet the needs of the students and the division/department. Ongoing evaluation of performance shall occur in accordance with the provisions of Article VIII. If any problems are indicated by evaluation, the appropriate administrator shall ensure that the problems are investigated and dealt with. Unsatisfactory performance shall be cause to withdraw employment as determined by the procedures outlined in §4.2.7.1 and Article VIII.

4.2.5.1 Overload and assignments shall be given to full-time current academic employees before classes are made available to the part-time instructors.

4.2.5.2 The right of assignment is retained by the District.

4.2.5.3 A full-time faculty member shall not "bump" a part-time faculty member to gain/retain an overload

assignment. However, if a full-time faculty member's class is canceled, seniority will be considered in the management decision of which part-time class to take. COSAFA shall be notified when any part-time faculty will need to be bumped for a full-time faculty member to make load.

4.2.5.4 If a part-time faculty member has a class that is canceled, such cancellation shall not invest that member with the right to "take" ("bump") an already assigned class from another part-time faculty member.

4.2.5.5 Assignment refers to course subject, time, location and days the course is to be taught. Seniority does not give any unit member the "right" to teach a specific class. If determined appropriate by management, seniority will be taken into consideration as assignments are made.

4.2.6 The Office of Academic Services shall notify part-time faculty by email before class schedule verification forms are to be distributed and thereafter, shall email the class schedule verification forms to each part-time faculty member who has been scheduled a teaching load. The class schedule verification forms shall include all classes to be taught, the times, days, room assignment, and class size based upon the initial enrollment limit of each course and section. If any information is incorrect, the part-time faculty member shall notify the area dean or director to make corrections. If further changes are necessary, changes will be made by mutual agreement with the affected part-time faculty member. This shall constitute the part-time faculty member's final class schedule.

4.2.7 Loss of Employment Rights

Part-time faculty members are considered "probationary" during their first two (2) semesters of teaching at the District. As a probationary employee, a part-time faculty member may be terminated at any time during the semester at the District's discretion.

If a part-time faculty member receives a third semester assignment, that assignment is provisional until two (2) calendar weeks after the second semester ends. However, once a part-time faculty member completes a two (2) semester probationary period, that part-time faculty member shall retain employment rights as long as they continue to satisfactorily perform their responsibilities and continue to receive regular assignments.

4.2.7.1 Employment rights will be withdrawn if a part-time

faculty member receives two (2) unsatisfactory evaluations within any five-year period.

- 4.2.7.2 Two weeks after verification forms are sent out via email, the part-time faculty member is considered to have accepted the assignment.

Employment rights may be withdrawn if the part-time faculty member, after accepting a faculty verification sheet, refuses an assignment unless the assignment is refused because of compelling personal reasons (to include but not limited to verification of full-time employment elsewhere, pregnancy, the birth of a child, a serious illness, etc.).

- 4.2.7.3 Employment rights may be withdrawn for any reasons permitted by law.

- 4.2.7.4 Performance appraisals and investigations shall be done in concurrence with Human Resources Department procedures.

4.2.8 Non-teaching unit members

- 4.2.8.1 Unit members who do not teach will accrue seniority on the basis of their first paid service to the district and the number of consecutive semesters without a voluntary break in service thereafter.

- 4.2.9 Seniority lists shall be recalculated each semester by Human Resource Services and be retained in the appropriate Division/Department office and in the District Human Resource Services Office for review by unit members. Such lists will be provided to the Union after each recalculation.

4.2.10 Online Course Instruction

- 4.2.10.1 Certifications to Teach in Distance Education Format

The following provisions describe how part-time faculty members are recognized and qualified to teach online courses. Note that becoming qualified to teach online does not require a part-time faculty member to accept assignment to teach a course online.

- 4.2.10.1.1 Initial Certification to Teach in Distance Education Format.

As of August 2024, all currently certified faculty will be considered qualified to teach

online. Part-time faculty members hired after this date will be deemed qualified to teach a course in online modality if one of the following criteria are met:

- a) The part-time faculty member has successfully completed an external course, or series of courses, in online pedagogy approved by the Distance Education Committee (DECOS). A part-time faculty member may present evidence of equivalent training for approval by DECOS.
- b) The part-time faculty member has successfully completed the local training of no more than 40 hours in online teaching approved by Academic Senate and adopted by the District.

4.2.10.2 Online Teaching Update:

In order to be up to date with current regulations, all part-time faculty certified before August 2024 shall complete an online teaching update by June 30, 2028, as defined in 4.2.10.2.1.

4.2.10.2.1 Each part-time faculty member may choose one of the following paths for their Online Teaching Update:

- a) The part-time faculty member may successfully complete a training, of no more than 40 hours, in online teaching provided by the District within the last four years.
- b) The part-time faculty member may successfully complete a course, or series of courses, in online pedagogy approved by DECOS within the last four (4) years. A part-time faculty member may present evidence of equivalent training for approval by the DECOS.
- c) The part-time faculty member may submit an online course from the last four (4) years for a local peer review by a trained faculty peer reviewer. The part-time faculty member may request their preferred faculty peer reviewer. The peer review can be done on a current semester's course. This peer review shall not be used by the District for evaluative purposes.

4.2.10.3 Maintaining Online Teaching Education

Every 4 years, part-time faculty shall complete 2 hours per year or 8 hours

per cycle of Distance Education professional development to maintain their online certification.

4.2.10.4 Compensation for Participating in Online Teaching Update and Peer Review.

Part-time faculty members who have taught an online class in the past 4 years or are scheduled to teach an online class in a future semester (deans will verify future assignments), shall receive compensation for participating in the initial Online Teaching certification or update process:

- a) Each part-time faculty member who completes certification (initial or update) shall be compensated at the hourly lab rate not to exceed \$3,000. This may only be done once per part-time faculty member and only for local training or peer review process.
- b) Trained peer reviewers shall be paid at the lab rate for training and peer reviews.

4.2.10.4.1 Compensation in 4.2.10.4 shall come from a separate budget.

4.2.10.4.2 Part-time faculty members shall be compensated if they complete the training or peer review in 4.2.10.4 over the summer.

4.2.10.5 The District will keep a list of online certified part-time faculty.

4.3 Duties

4.3.1 Duties of part-time faculty shall include the following:

- a. All assigned teaching hours.
- b. Preparation of classroom presentations and assignments.
- c. Evaluation of student performances as outlined in the Course Outline of Record (“COR”).
- d. Supervision of manipulative classes during hours of instruction. (i.e. art, PE, science labs, computer classes, etc.)
- e. Staying current with developments in their respective fields.
- f. Utilizing the Banner data system as required by the District.
- g. Performing student learning outcomes (SLO) and service area outcomes (SAO) activities may include:
 1. Identifying and developing student learning outcomes (SLO/SAO’s) for each course.
 2. Placing those SLO/SAO’s in each class section syllabus or program description.
 3. Conducting research and analysis to assess progress toward achieving SLO/SAO’s.
 4. Using SLO/SAO assessment results to guide changes in

- curriculum and lesson planning for future terms.
5. Participation in ongoing, systematic evaluation and integrated planning with other faculty members to improve outcomes.
 6. When requested and granted access, entering all SLO/SAO data into the District's Management Information system in order to make the results available to appropriate constituencies.
- h. Place textbook orders in a timely manner.
 - i. Submit Course Syllabi (electronically or by hand) to the area dean by the end of the second week of instruction and to the students on the first day of instruction.
 - j. Submit first day rosters, final (permanent) rosters, and final grades in accordance with timelines set by the District.
- 4.3.2 Unit members shall ensure reasonable care and protection to College facilities and equipment, including prudent security measures.
- 4.3.3 Unit members shall maintain reasonable supervision of students. All certificated employees have a professional duty to report to the proper administrator any instance of unsatisfactory student conduct and in an emergency to take action to correct such conduct.
- 4.3.4 Unit members shall be responsible to meet and teach each class within the scheduled assigned time.
- 4.3.5 Unit members shall exercise reasonable safety practices to ensure the safety of all students. Unit members shall report all accidents and injuries to the appropriate administrator and file an accident report as soon as practical.
- 4.3.6 Unit members shall prepare and distribute to students (either printed or digitally) at the first class meeting of the semester a syllabus for each course to which they are assigned. The syllabus shall list the student learning outcomes of the course, the grading plan to be used, the means which will be used to assess student achievement, and other pertinent details which will ensure the students' understanding of the nature of the course.
- 4.3.7 Unit members are responsible for the preparation of reports which are accurate and which are submitted in time to meet deadlines. Emphasis will be given to reporting "no shows" and drops to Admissions and Records. Grade reports shall be submitted in the Management Information System in order to meet reporting deadlines. Grade reports are due no later than three (3) business days following the last day of scheduled finals for the semester. For short-term classes, final grades will

be due no later than two (2) business days following the last scheduled class meeting.

- 4.3.8 Unit members are responsible for informing the COS Human Resources Department with changes to their home address, phone number, COS email address and/or change in legal name within two (2) weeks of the change.

4.4 Curriculum Development

- 4.4.1 Unit members may be involved in curriculum development both through membership and/or cooperation with college committees and through meetings called by the appropriate Dean.

4.4.1.1 Part-time faculty members will be paid at the lab/activity rate for any work conducted in accordance with 4.4.1

4.5 Staff Meetings

- 4.5.1 Where possible, attendance at Division meetings is encouraged.

4.6 Committee Participation

- 4.6.1 Unit members are encouraged to participate on a voluntary basis in District committees.

- 4.6.2 At its discretion, the District may solicit part-time faculty members to serve on District committees for compensation. Before soliciting such participation, the District shall notify the President of COSAFA. Compensation shall typically be at the flex hour rate in Appendix B per hour unless negotiated otherwise. Unit members eligible for this compensation shall submit District timesheets verifying attendance at the committee meetings and bearing the signature of the Chair of the meeting to HR. The District shall pay for this participation with Parity monies received from the State. The District's obligation to provide this compensation shall cease if Parity monies are no longer allocated to the College from the State.

- 4.6.3 Part-time faculty members may serve on participating governance as outlined in the District's governance manual. The District shall pay for this participation with Parity monies received from the State. The District's obligation to provide this compensation shall cease if Parity monies are no longer allocated to the College from the State. Unit members eligible for this compensation shall submit District timesheets verifying attendance at committee meetings and bearing the signature of the Chair of the District Governance Senate, President of the Academic Senate or Chair of FEC, to HR. Compensation shall be at the flex hour rate in Appendix B.

4.7 Emergency Cancellation

4.7.1 Administration ordered emergency cancellation of a class meeting on an established duty day shall not alter the status of that day as a duty day for purposes of compensation.

4.8 Large Class Size

4.8.1 A part-time faculty member may decline a large class assignment without being penalized. In accordance with 4.2.3, the part-time faculty member will not lose seniority and they will not lose future employment rights for declining a large class size assignment.

4.9 Wait List and Student Enrollment

Commencing with the first class meeting, part-time faculty will enroll students in available slots in priority order from the official class wait list. The priority for enrollment shall follow the numerical order of the class wait list.

4.9.1 For purposes of this section, an available slot is an opening in the class either due to a first day no-show student or because the instructor has elected to establish additional openings in the class.

4.9.2 It is the responsibility of the District to generate and distribute a class wait list to the instructor. The District will ensure that each student on a class wait list will have satisfied all requirements, including any prerequisites, for enrollment in the class.

4.9.3 Placement of a student on a wait list shall be the responsibility of the District. The method of placement shall be fair, consistent, and uniform.

4.9.4 The maximum default number of students to be placed on a wait list shall initially be set as 10 students. At the time of class assignment/selection, the instructor of record, at their discretion, may increase or decrease this number. However, the minimum number shall be 5 students.

4.9.5 An instructor has the option of removing a student from the wait list if that student fails to attend the first class meeting. Once the wait list is exhausted and all students on the wait list have been addressed, either by removal or enrollment, the instructor may enroll additional students by a method of their own design.

4.9.6 The expectation is that each part-time faculty member will explain the wait list procedure during the first class meeting.

4.10 Class Rosters

Official class rosters will be monitored, maintained, and edited through the Management Information System.

Faculty are encouraged to drop no-show students no later than the first week of instruction, or for short-term classes or classes that meet only once a week, no later

than the end of the second class meeting. Faculty will submit student drops and verify their No-Show Rosters through the Management Information System.

After No-Show Rosters have been reconciled by faculty, faculty will drop students who they deem to have stopped attending prior to the Census Date for a given class. All students remaining in the course after the Census Date will constitute the Permanent Roster. Faculty are required to submit student drops and verify their Permanent Rosters through the Management Information System no later than the day prior to the Census Date.

Any additional instructor-initiated student drops can be submitted through the Management Information System until the final drop date and shall be in accordance with the drop policy established by the instructor of record and included in the class syllabus.

4.11 Summer Work

Summer assignments are strictly voluntary. Summer assignments (including compensation) shall follow the same procedures for fall and spring. A separate availability form for Summer will be sent out. Part-time faculty members shall not be penalized for not submitting a Summer availability form.

ARTICLE V
Office Space

5.1 Part-time Faculty Room

A part-time faculty office/workroom will be provided at the Visalia, Hanford and Tulare campuses. The Facilities Office and the Office of Academic Services maintain a list of all approved part-time faculty offices/workrooms.

5.1.1 Work areas on all three campuses shall include at a minimum: a work-station or table, a chair, a visitor's chair, a phone, a computer with internet and District network access, access to a printer, copier, and a scanner.

5.1.1.1 By convocation day of each semester, the District shall email a list of all available work areas to all part-time faculty members.

ARTICLE VI

Postings—Faculty Vacancy Notices

- 6.1 The District will provide the Union and part-time faculty members with notices of all full-time, tenure track job vacancy announcements issued by the District. Said vacancy announcements will be posted on the COS website.
- 6.2 The District will provide the Union and part-time faculty members with notice of part-time faculty vacancies by issuing an announcement and whenever possible by posting said vacant positions on the COS website.
- 6.3 Interview Rights
 - 6.3.1 The District will make every effort to include part-time faculty members in the interview process for academic management positions.

ARTICLE VII

Flex Hours

- 7.1 Part-time faculty members are not required to participate in Flex activities offered by the District throughout the year (including summer months). (Note: For purposes of this Article, Flex activities shall include, but are not limited to: Convocation, the division meetings held immediately before and/or after Convocation and Flex activities offered by either the District or the Faculty Enrichment Committee (FEC) throughout the year.)
- 7.1.1 Part-time faculty members, however, may attend any Flex activity offered by the District or FEC throughout the year.
- 7.1.1.1 Compensation shall be in accordance with the process in 7.1.2 and subject to the budget in 7.1.4.
- 7.1.2 Part-time faculty members voluntarily attending Flex activities offered by the District or FEC will not be compensated unless:
- a) The District indicates that attendance and/or participation in a Flex activity offered by the District or FEC shall be compensated. To receive compensation for attending a District or FEC-sponsored activity, a part-time faculty member must fill out a District Time Sheet and submit according to the process developed and adopted by FEC.
 - b) The part-time faculty member attends either Convocation and/or the Division meetings scheduled immediately before or after Convocation. Compensation shall be on an “hour for hour” basis. To receive compensation for attending either Convocation and/or the Division meetings immediately before or after Convocation, a part-time faculty member must sign in at the applicable event.
- 7.1.3 Compensation, if applicable, for attendance at a Flex approved activity shall be paid in accordance with the Part-time Faculty Schedule (Appendix B).
- 7.1.4 The District shall provide FEC an annual budget of \$85,000 to compensate part-time faculty members for attending District-approved and FEC activities. Unused monies will roll over into the following academic year.
- 7.1.4.1 If requested, the District shall provide COSAFA with a report of current FEC balances.

ARTICLE VIII
Performance Evaluation

- 8.1 The purpose of the evaluation process for unit members is to improve the quality of instruction, enhance academic growth, promote professionalism, and assess performance of unit members.
- 8.2 The District shall be responsible for seeing that the evaluation process is followed as set forth in this article.
- 8.2.1 The entire evaluation process shall be completed by the end of the 18th week of the semester.
- 8.3 Part-time faculty shall be evaluated within the first semester of employment and at least once during every six (6) regular semesters of employment. More frequent evaluations may be scheduled at the discretion of the appropriate administrator or at the request of the part-time faculty member.
- 8.3.1 Part-time faculty members only teaching non-credit course(s) or course(s) less than one LHE shall be excluded from being evaluated for that particular semester.
- 8.4 Evaluations shall include:
- 8.4.1 Part-time Faculty Classroom Observation (Appendix N), counseling faculty (Appendix O);
- 8.4.1.1 Classroom observations shall be conducted by an administrator (or their designee).
- 8.4.2 Part-time Faculty Student Questionnaire (Appendix K/M). The distribution, administration of, collection of, and tabulation of results of the student questionnaire shall be done by the administrator on the evaluation committee. The District will ensure an appropriate method for administering online questionnaires. For in-person classes, whenever feasible, the administrator will facilitate the electronic questionnaire during the class being evaluated. For counseling faculty, the electronic student questionnaire will be facilitated by the administrator or designee immediately following each counseling appointment during their evaluation period. For all part-time faculty, the student questionnaire collection period shall not exceed two weeks, unless jointly agreed upon by the part-time faculty member and Dean.
- 8.4.2.1 If there is mutual agreement between the Area Dean and the part-time faculty member, Canvas may be used as a tool for facilitating student evaluation surveys.

- 8.4.2.2 Part-time faculty in the Public Safety Training FSA [Fire Technology and Police Science] will be evaluated using the student questionnaire developed by that Department (Appendix L).
- 8.4.2.3 Part-time clinical faculty in the Nursing Division will be evaluated using the student questionnaire developed by that Department (Appendix K).
- 8.4.3 After being informed that they are to be evaluated, part-time librarian faculty may choose the evaluation to focus on their instructional or non-instructional duties. Along with their evaluator, they will jointly determine the evaluation criteria based on professional organization standards. When being evaluated on non-instructional duties, the part-time librarian faculty member and their evaluator will jointly determine the method and duration of student evaluations.
- 8.4.4 Part-time Faculty Summary Self Evaluation (Appendix P for teaching faculty and Appendix Q for part-time counselors or non-teaching part-time faculty).
 - 8.4.4.1 A Self Evaluation is required by each bargaining unit member being evaluated. The format shall be prescribed by the District and shall include analysis of the classroom or counseling/non-teaching session observation, student evaluation, and instructional goal setting on the part of the instructor being evaluated.
 - 8.4.4.2 The self-evaluation will also include a reflection on the part-time faculty member's efforts to support the diverse backgrounds of students and colleagues to improve equitable student outcomes. Data derived from diversity and equity inquiries will not be used to evaluate part-time faculty performance.
- 8.4.5 Administrative Response to Part-time Faculty Evaluation (Appendix R for teaching faculty and Appendix S for part-time counselors or non-teaching part-time faculty).
 - 8.4.5.1 The bargaining unit member's Division Chair (or a faculty designee) and administrator or designee shall review and be provided an opportunity to submit narrative comment on student evaluation, observation reports and self-evaluation documents as part of the procedure.

- 8.5 Notification of the evaluation requirement will be provided to bargaining unit members by the District. Such notice shall include a procedure statement and the forms used for the evaluation.
- 8.6 Bargaining unit members shall be provided an opportunity to review and sign all written evaluation comments before such material is placed in the permanent personnel file. The member may, within fifteen (15) working days after receipt of such material, submit a written response which will be placed in their personnel file along with the evaluation.
- 8.7 If the part-time instructor fails to submit their portion of the evaluation by the deadline, the part-time instructor may lose their re-employment preference.
- 8.8 The contents and substance of the performance evaluation shall not be subject to the Grievance Procedure herein.
- 8.9 Any violation by the District of procedures contained in this Article shall be subject to the grievance procedures contained within the Agreement.

ARTICLE IX

Personnel Files

- 9.1 The permanent personnel file of each part-time faculty member shall be maintained and housed by the Human Resource Services Office.
- 9.2 Part-time Faculty employees shall be provided a copy of any written materials before such documents are placed within the permanent personnel file. The employee may, within fifteen (15) working days of receipt of such material, provide a written statement for inclusion within the file.
- 9.3 The permanent personnel file of part-time faculty employees shall be considered confidential and is available for review only to those persons having a legal right or authorization to inspect.
- 9.4 Part-time faculty members, or a representative authorized by written statement of the employee, shall have the right to examine all materials contained within their permanent personnel file, except those documents exempted by law. Such review shall be conducted during normal office hours of the Human Resource Services Office with a staff member present during the review.

ARTICLE X
Grievance Procedure

10.1 Definitions

10.1.1 Grievance—A “grievance” is a written allegation by a grievant, or the Union, submitted as herein specified, claiming that there has been a misinterpretation, misapplication or violation of the specific terms of this Agreement, or such Board of Trustees policies or Administrative Procedures as are within the statutory scope of representation which adversely affects the employment status of the grievant.

10.1.1.1 “Grievance” as defined in this Agreement shall be brought through this Grievance Procedure. A grievance shall not include, and this grievance procedure shall not apply to, any of the following:

- a. Any matter upon which the District is without authority to act;
- b. Any alleged violation of law that does not also state a violation of a specific provision of this Agreement;
- c. The contents of performance ratings of members of the unit;
- d. Any attempt to alter or change this Agreement;
- e. An appeal of any Board decision if such decision is mandated by a state or federal regulatory commission or agency rule or decision, or state or federal law or court decision;
- f. Any non-renewal of a bargaining unit member’s employment contract (however, upon written request of a non-renewed employee, the District shall consult with that employee. The employee may have representation present during the meeting);
- g. Any other matter not included in the definition stated in Sections 10.1.1 and 8.9.

10.1.2 Grievant—A “grievant” may be any unit member covered by the terms of this agreement. Grievant is the person or persons, including COSAFA or representatives thereof, making the claim. A grievant’s right to file a grievance without fear of reprisal is a

“protected activity” as defined in PERB regulation 32602, EERA Section 3543.5 and PERB Decision 405.01000.

10.1.3 Working Day—For the purposes of this grievance policy a “working day” is any day on which the administrative offices of the Sequoias Community College District are open for business.

10.2 Miscellaneous

10.2.1 Failure by the grievant or Union to file the grievance at any level of this procedure shall be considered as a permanent withdrawal of the matter.

10.2.1.1 Relief may be granted by the Superintendent/President for cause.

10.2.2 Failure by the District to respond to the grievance within the time limits of this procedure shall be deemed as a denial of the grievance and entitles the grievant or the Union to proceed to the next step.

10.2.3 Time limits under this Article X may be waived by mutual written agreement.

10.2.4 The grievant is entitled to representation at every step of this grievance procedure.

10.2.5 Any grievance which arose prior to the effective date of this Agreement or which does not comply with the terms and requirements of a grievance shall not be processed under this Grievance Procedure.

10.3 Informal Resolution – **Step 1**

10.3.1 It is the responsibility of unit members who believe that they have a bona-fide complaint concerning their working conditions to discuss the issue with their dean/director within twenty (20) working days of the time a unit member knew or reasonably should have known of an alleged grievance. If the matter is not resolved with the dean/director, the grievant should then discuss it with their area dean in order to, in good faith, endeavor to resolve the matter expeditiously and informally.

10.3.2 Within ten (10) working days, the dean/director shall give their oral response to the unit member. If such informal response does not resolve the problem to the unit member’s, or Union’s satisfaction, and if the complaint constitutes a grievance as herein defined, the unit member, or Union, may file a formal grievance in accordance with the following procedure.

10.4 Formal Procedure – **Step 2** — Dean

The grievance shall be presented in writing by signing and completing all parts of the grievance form provided by the District. (See Appendix D and Appendix E) It shall be submitted to the appropriate Dean or designee (such designee shall hold the title of Dean or above) within ten (10) working days from the conclusion of the informal resolution process (10.3). Note: the informal resolution process shall not be deemed complete until the dean/director responds to the informal complaint as outlined within §10.3.2.

10.4.1 The Dean shall consider and discuss the grievance in a meeting with the grievant/Union to be held within ten (10) working days of the presentation of the grievance. Within ten (10) working days after the conclusion of the meeting, the Dean will submit the response thereto in writing to the grievant.

10.4.2 COSAFA may initiate a grievance which affects faculty in more than one division or department at Level Two.

10.5 Formal Procedure – **Step 3** — Vice President

If the written response of the Dean or their designee does not result in a resolution of the grievance, the grievant/Union, may appeal the grievance by presenting it to the appropriate Vice-President or designee (such designee shall hold the title of Vice-President or above), within ten (10) working days of the receipt of the Dean's response.

10.5.1 The Vice-President or designee may investigate the grievance and shall set a meeting within ten (10) working days with the grievant/Union, and such other personnel as appropriate to consider the grievance. Within ten (10) working days after the conclusion of the meeting, the Vice-President or their designee will respond to the grievance in writing.

10.6 Formal Procedure – **Step 4** — President

If the written response of the Vice President, or designee does not result in a resolution of the grievance, the grievant/Union may appeal the grievance by presenting it to the President or their designee (such designee shall have full authority to resolve the grievance without consultation) within ten (10) working days of the receipt of the Vice President's response.

10.6.1 The President or their designee may investigate the grievance and shall set a meeting within ten (10) working days with the grievant/Union to consider the grievance. Within ten (10) working days after the conclusion of the meeting, the President, or designee, will respond to the grievance in writing.

10.7 Formal Procedure – **Step 5** – Mediation

If the written response of the President or their designee does not result in a resolution of the grievance, the grievant/Union may appeal the response by filing a request with the District for mediation. Such request must be received in the District's office within 30 working days of the grievant/Union's receipt of the President's response.

- 10.7.1 The parties, or their designated representatives, shall agree on a state mediator.
- 10.7.2 The cost of the mediator and other mutually incurred costs shall be borne equally by the parties.
- 10.7.3 The role of the mediator is to assist the parties in resolving any/all issues. The mediator shall not have the authority to make decisions that is binding upon either party.
- 10.7.4 If after a reasonable time period the parties are not able to reach agreement (or if the mediator deems further mediation sessions unnecessary); the District or the grievant/Union may proceed to Step 6 of the grievance process.

10.8 Appeal to the Board of Trustees — **Step 6**

Following the unsuccessful mediation, either the grievant/Union or the District may appeal to the District's Board of Trustees within fifteen (15) working days of the completed mediation. If the Board of Trustees does not act on the appeal within forty-five (45) working days, the previous decision of the Superintendent/President shall be considered the full and complete resolution of the grievance and implemented in accordance with its terms. The decision of the Board of Trustees will be final.

- 10.9 When it becomes necessary to attend a grievance meeting, hearing or proceeding during the work day, the grievant and Union representative shall be granted released time without loss of pay to permit participation in such foregoing activities. No class(es) shall be canceled as the result of such participation. If the grievance meeting would result in cancellation of class(es), the meeting shall be rescheduled. Such delay, if any, shall not be considered a violation of grievance time requirements by either party.

10.10 Rights of Faculty Members to Representation

- 10.10.1 No reprisals of any kind will be initiated or carried out by the District or its representatives against any grievant, any party of interest, any member of COSAFA, or any other participant in the grievance procedure by reason of such participation.
- 10.10.2 A grievant may exercise self-representation through Step Four of the Grievance Procedure or, optionally, by a representative selected by COSAFA. If a grievant chooses self-representation, COSAFA

shall have the right to be present and/or state its views in writing.
Only COSAFA has the right to appeal a grievance to Step 5
mediation.

ARTICLE XI
Leaves of Absence

11.1 Absence for Illness or Accident (Sick Leave)

Bargaining Unit members shall be entitled to absence with pay for personal illness or injury, exclusive of all days the unit member is not required to render service to the District according to the following schedule.

11.1.1 The number of hours accrued by a part-time faculty member during any semester shall be the number of hours employed and assigned by the District each week, whether as a teaching or non-teaching part-time. Staff development activities, committee work and similar assignments shall not be included in the determination of earned sick leave.

11.1.2 Accrued but unused sick leave provided by the District shall continue to accrue from semester to semester.

11.1.2.1 Sick leave accrued as a part-time faculty member will be carried forward in that faculty member's excess sick leave account in the event a part-time faculty member is employed in a District tenure-track faculty position.

11.1.2.2 Accrued sick leave may be transferred to another district providing that employing District has adopted a procedure to accept such transfer.

11.1.3 Part-time faculty shall be eligible to utilize sick leave benefits to be accrued through the semester in which currently employed. If the employee separates from District employment prior to completion of the semester, any overpayment shall be reimbursed to the District.

11.1.4 If a part-time faculty member has to miss class(es) or appointments (including online classes), they must notify their supervisor in advance (if practicable) by email or phone call with an expected return date. If possible, part-time faculty members should also notify students of class cancellation.

11.1.4.1 If missing more than three (3) consecutive class meetings for a class, a paid substitute may be provided by the District.

11.1.4.2 A part-time faculty member may recommend a substitute, but it is ultimately the responsibility of the District to find and provide a substitute. Substitutes

must be qualified to teach in the discipline and modality.

- 11.1.4.3 For online classes or appointments, a paid substitute may be provided after one consecutive week of absence or illness as approved by the dean. This substitute will be paid per each unit hour they cover. For example, if they cover a 3-unit class for a week, they will work and be paid for 3 hours of substituting. The expectations and plans for coverage of the online class will be clearly defined by the absent part-time faculty member and mutually agreed upon with the dean.
- 11.1.4.4 When classes and/or duties of an absent part-time faculty member are covered by another qualified faculty member and the absent part-time faculty member takes sick leave, the covering faculty member will be paid at their applicable rate.
- 11.1.4.5 Office hours which are missed due to illness, injury, or other provisions provided by the California Education Code will not be subject to sick leave. If applicable, part-time faculty can work with their dean to reschedule any missed office hours.
- 11.1.4.6 Upon returning from a leave, part-time faculty members must submit an absence form (Appendix C) by the 10th of the month.
- 11.1.5 Misuse of sick leave benefits as determined by the District administration shall be sufficient cause to withhold compensation for such absence(s) and/or disciplinary action.
- 11.1.6 A physician's statement may be required by the district to certify the employee's absence and/or certify that the employee is physically able to resume all part-time faculty responsibilities.
- 11.1.7 When a unit member is absent from duties on account of illness or accident for a period of five (5) months or less in an academic year, whether or not the absence arises out of or in the course of employment of the unit member, and has exhausted all entitlement of full-paid sick leave, the amount paid the unit member for any month in which the absence occurs shall be the difference between the amount paid, or would have been paid, the unit member's regular salary. However, in no situation shall the unit member receive less than fifty (50) percent of their salary.

11.2 Personal Necessity Leave

11.2.1 Personal Necessity Leave may be granted, without loss of pay, for a maximum of one (1) day of paid leave of absence per semester for each course to which a part-time faculty member is employed and assigned by the District. Verification of such leave shall be made on a District form and subject to approval of the appropriate administrator. Personal Necessity Leave shall be deducted from the employee's accrued sick leave.

11.2.1.1 Part-time faculty members shall have the right to a second day of *unpaid* leave of absence per semester.

11.2.2 Personal Necessity Leave shall include:

11.2.2.1 serious illness or death of a unit member's immediate family as defined by Article 11.2.3 of this Article XI;

11.2.2.2 an accident involving the employee's property or that of a family member which necessitates the immediate attention of the employee.

11.2.2.3 appearance in court as a litigant, or as a witness under an official court order.

11.2.2.4 personal business leave.

11.2.3 Members of the family as used in this Article XI means:

11.2.3.1 the mother, father, grandmother, grandfather, or a grandchild of the unit member or of the spouse of the unit member; and

11.2.3.2 the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the unit member; or,

11.2.3.3 any relative living in the immediate household of the unit member as verified by the District.

11.2.4 Verification of Personal Necessity Leave shall be made on a form provided by the District and signed by the unit member.

11.3 Jury Duty Leave

11.3.1 When regularly called for jury duty in the manner provided by law, a unit member shall be granted a leave of absence without loss of pay for the time they are required to perform jury duty during the unit member's regularly assigned working hours.

11.3.2 Requests for jury service leave should be made by presenting, as soon as possible, a copy of the official court summons to jury

service to the unit member's immediate supervisor and to the District Payroll Office through regular administrative channels. This jury summons copy must be attached to the District's Part-time Faculty Absence Form.

- 11.3.3 A unit member regularly called for jury duty shall not be encouraged in any way to seek exemption from such duty nor shall they be discriminated against in any way for not seeking such exemption.
- 11.3.4 Unit members are required to return to work during any day in which jury duty services are not required.
- 11.3.5 Leaves of absences will be granted to part-time faculty members called for jury duty in the manner provided by law.
 - 11.3.5.1 Proof of service shall be presented to the Human Resource Services Office, if so requested, upon return to duty.
- 11.3.6 The District may require verification of jury duty time prior to, or subsequent to, providing jury duty compensation.

11.4 Maternity Leave

- 11.4.1 A unit member who is absent from duties because of disability caused by or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom shall have the right to utilize sick leave.
 - 11.4.1.1 To utilize these leave provisions after the delivery date, the employee shall be required, within six (6) weeks post-delivery to provide a physician's statement to the Human Resource Services Offices as to the expected length of disability/ability to return to work.
 - 11.4.1.2 Should circumstances cause a re-evaluation of the expected length of disability/ability to return, an additional statement from the physician shall be required and shall be submitted to Human Resource Services.

11.5 Catastrophic Illness and Injury

- 11.5.1 As set forth by the provisions of this section, any bargaining unit member may donate sick leave credits, qualified service, or a combination of both to another bargaining unit member when that bargaining unit member suffers from a catastrophic illness.

11.5.2 Definitions

- 11.5.2.1 “Catastrophic illness” means an illness or injury that is expected to incapacitate the bargaining unit member for an extended period of time, or that incapacitates a member of the bargaining unit member’s family thus resulting in an extended absence from duties. This absence may create a financial hardship for the bargaining unit member because they have exhausted all of their accrued sick leave.
- 11.5.2.2 “Sick Leave Credit” as used in the context of this provision means that number of sick leave hours which are given by a donating bargaining unit member to another bargaining unit member who is experiencing a catastrophic illness.
- 11.5.2.3 “Qualified Service,” means those contract duties performed by a bargaining unit member who is qualified in the appropriate discipline, as determined by the appropriate Vice President, and which are substituted for those duties and services which would have been rendered by the bargaining unit member who is absent due to a catastrophic illness.
- 11.5.2.4 For purposes of this article accrued sick leave means sick leave earned in the current year plus sick leave accumulated from prior years, less sick leave earned while performing duties on overload, i.e. adult sick leave.

11.5.3 Eligibility

Sick leave credits or qualified service may be donated to a bargaining unit member for a catastrophic illness if all of the following requirements are met:

- 11.5.4 The bargaining unit faculty member who is suffering from a catastrophic illness submits a written request that sick leave credit or qualified service be donated. If requested by HR, the affected bargaining unit member shall provide written verification from a health care provider.
- 11.5.5 The District and COSAFA determine that the bargaining unit faculty member is unable to work due to the bargaining unit member’s catastrophic illness.

- 11.5.6 If the affected bargaining unit member has exhausted all accrued sick leave, and the only remaining paid leave available to the bargaining unit faculty member is the five months of leave at not less than 50 percent pay as set forth in subsection 11.1.7, the following procedure will apply.
- 11.5.7 Procedure
- 11.5.7.1 A bargaining unit member who wishes to receive the catastrophic illness benefit must request in writing to COSAFA and the District that sick leave donations be solicited on their behalf. The request must have attached written verification of the catastrophic illness per the provisions of 11.5.4.
- 11.5.7.2 Donations will be solicited by a joint announcement of COSAFA and the District on behalf of a specifically named individual who meets the requirements for this benefit.
- 11.5.7.3 By written notice to the District, any bargaining unit member may donate up to 16 hours of sick leave credit per academic year. In order to be eligible to donate at any particular time, a bargaining unit member must have a minimum number of 30 hours of accrued sick leave. The bargaining unit member will donate in 2-hour blocks of leave credit at any one time.
- 11.5.7.4 By written notice to the District, any bargaining unit member may donate qualified service to a bargaining unit member who is experiencing a catastrophic illness. A bargaining unit member who is to donate qualified service must be qualified as per the provisions of 11.5.2.4.
- The individual who is donating qualified service shall do so without compensation, and the faculty member receiving the qualified service donation shall not experience any payroll deductions for absent duties and office hours which are covered by such donated, qualified service.
- 11.5.7.5 The maximum amount of time that donated sick leave credits and/or qualified service may be used by the recipient bargaining unit member shall not exceed the 5 school months of paid leave as referenced in 11.1.7. All donated leave or qualified service shall run concurrently with the bargaining unit faculty member's five school

months of leave as referenced above. The donated sick leave credit and/or qualified service shall not be used as a substitute for the District's obligation to provide the minimum salary as set forth in section 11.1.7. Donated sick leave and/or qualified service shall be utilized with the intent to minimize payroll deductions, by restoring, to the extent that such donated sick leave or qualified service permits, the affected bargaining unit member's salary.

- 11.5.7.6 The District and COSAFA shall establish procedures regarding the banking of unused donated sick leave. Once finalized, these procedures shall become a part of this collective bargaining agreement.
- 11.5.6.7 A bargaining unit member who receives donated leave credit and/or qualified service pursuant to this section shall use any leave credits that they continue to accrue on a yearly basis prior to receiving paid leave pursuant to this catastrophic provision.

ARTICLE XII

Compensation

- 12.1 Compensation for bargaining unit members shall be paid in accordance with the Part-time Faculty Salary Schedule (Appendix B).
 - 12.1.1 Advancement on the salary schedule will occur in the Fall of each academic year. If in any academic year, a part-time faculty member teaches either Fall or Spring semester, or both semesters, the part-time faculty member shall receive a step increase at the commencement of the Fall semester of the subsequent academic year. Non-instructional faculty shall be compensated at the lecture rate in Appendix B.
 - 12.1.2 The District shall budget a minimum of \$125,000 per academic year to fund office hours for part-time faculty members. Unused monies (up to a maximum of \$20,000) will roll over into the following academic year. In order to be paid, the part-time faculty member must submit their timesheet each semester by the deadline set by the Office of Academic Services.
 - 12.1.2.1 Upon request, the District shall provide COSAFA with a report of current office hour balances.
 - 12.1.3 Part-time faculty who are required to travel from one campus to another campus on the same day for their teaching, counseling, or library assignment will be reimbursed for mileage to the other campus at the IRS reimbursement rate. Reimbursement shall be for a one-way trip.

Part-time faculty required to travel as part of their part-time assignment (i.e. Work Experience Coordination) will be reimbursed for mileage at the IRS reimbursement rate. The point origin for calculating mileage for reimbursement shall be from the campus where they conduct the majority of their part-time assignment.
- 12.2 Office Hours
 - 12.2.1 Part-time faculty, while not required to have scheduled office hours, in many cases provide office hours to students for consultation and advising as it pertains to their individual teaching assignments.
 - 12.2.1.1 If applicable, office hours may be conducted either face-to-face with student(s) or conducted online with student(s).

12.2.1.2 Online office hours may be either:

- a) Synchronous: The part-time faculty member is available to student(s) via electronic means at a specified time. Communication between the student(s) and the part-time faculty member will generally be instantaneous. The time of the weekly online office hour shall be in writing and communicated to the students.
- b) Asynchronous: The part-time faculty member will electronically respond to student(s) within a reasonable length of time. Communication is primarily asynchronous. Procedures for utilizing this type of office hour, including the proposed response time shall be in writing and communicated to the students. It is the responsibility of the part-time faculty member to document asynchronous communication involving this type of office hour. Such documentation may include, but not limited to, email archives, discussion board archives, notes, and anecdotal records.

12.2.2 In an effort to contribute to the success of students, College of the Sequoias will provide for a limited number of paid office hours for part-time faculty for both the fall and spring semesters.

12.2.2.1 Part-time faculty office hours are potentially available to those part-time faculty members who choose to apply for office-hour funding. In cases where a part-time faculty member has two or more classes in excess of 50 students, the part-time faculty member may submit a request for a second office hour per week.

12.2.2.2 Part-time faculty who are interested must complete the “Application for Part-time Faculty Office Hour” form, provided by Academic Services, by Friday of the second week of each semester. This form requests information such as: course(s) being taught; proposed location for office hours; proposed office hour schedule; and rationale for needing office hours. The completed form must be submitted to the Office of the Vice President of Academic Services.

12.2.2.3 From a pool of applicants, office hour approval will be determined by the Deans of Academic Services in conjunction with the Vice President of Academic

Services.

12.2.2.4 The following criteria will be applied in selecting part-time faculty to be funded for office hours:

- a) A demonstrated student need in a course which requires a significant amount of help outside of class.
- b) A significant chance that contact with a part-time faculty member during office hours will contribute to individual student success.
- c) Availability of a location to conduct office hours.
- d) Availability of funding.

12.2.2.5 Part-time faculty members who meet these criteria may be selected to provide, and be compensated for, one office hour per week in weeks two through sixteen of each semester in addition to the time they spend in class with students for a maximum of 15 hours per semester.

12.2.2.6 When completed, the District will provide the Union a list indicating the number of applicants, the part-time faculty members who received office hours, the total number of office hours each received and a general rationale the District used in making office hour selections for that particular semester.

12.2.3 Compensation will be at the part-time faculty office hour rate. (See Part-time Faculty Salary Schedule, Appendix B.)

12.2.3.1 A Part-time Faculty Office Hour Time Sheet (Appendix F) must be submitted to receive payment for approved office hours. Those office hours will be paid the last pay period of each semester.

12.3 Stipends

12.3.1 Part-time faculty who teach large lecture classes will be compensated at the end of each semester as set forth in the Part-time Faculty Large Lecture Schedule (Appendix G). Compensation for large lecture classes shall not affect the number of unit hours earned by the part-time faculty member.

12.3.2 The head coach who is the instructor of record for that sport will receive a stipend of \$6,000 for that sport, which, in addition to coaching, is intended for off-season recruiting, conditioning and team coordination. The \$6,000 shall be paid in pro-rated amounts over the course of the academic year (10 months).

12.3.3 Part-time faculty members teaching classes with labs that require setup and cleanup that do not have a lab assistant, shall (with Dean approval) submit a timesheet each month for a maximum of 2 hours (per class) per week, payable at the lab rate.

12.4 Canceled Classes

12.4.1 In consideration of time spent preparing to teach a class, part-time faculty members whose class is cancelled (either two weeks prior to the class scheduled start date or within two weeks after the class began), or a part-time faculty member who is bumped by a full-time faculty member to enable that full-time faculty member to meet their contractual workload, will be compensated at the rate of \$500 per class cancelled/bumped. In addition, a part-time faculty member whose class is cancelled or who is bumped within two weeks after the class began will be compensated at their applicable hourly rate for the total time that the part-time faculty member actually meets with the class. (See Appendix T).

12.5 APPLE Contribution

12.5.1 The APPLE contribution by part-time faculty members shall be 5.2 percent.

12.5.2 The APPLE contribution by the District shall be 2.3 percent.

12.6 Compensation for Participation at District-approved Training Opportunities

Occasionally, categorical and/or grant funding may be available to support part-time faculty during non-work hours, to help complete District-required work and/or to enhance part-time faculty skills. Part-time faculty will not be eligible for compensation if the event is held during their scheduled work hours. (Work hours are regularly scheduled classroom hours and office hours for classroom faculty or paid hours for non-classroom faculty). When the District identifies training opportunities the following procedures shall apply:

12.6.1 The District will send an email to all appropriate service area part-time faculty unit members containing a brief description of the training opportunity; the amount of the stipend offered for completing the training opportunity; and inviting unit members to submit an email expressing interest. This notice will be provided with reasonable time in advance of the training opportunity.

12.6.2 COSAFA bargaining unit member shall have five (5) business days to submit their email of interest

12.6.3 All emails of interest submitted within the required time period will be reviewed by the District and the District shall have the sole

discretion to determine who participates in the work or training opportunity. The District will give priority consideration to unit members who have not yet attended the specified training.

12.6.4 After participating in the work or training opportunity, part-time faculty members shall receive a stipend (less applicable taxes) in the amount identified within the brief description of the work or training opportunity.

12.6.5 Other stipends as defined in the COSAFA Master Agreement are not affected by this procedure.

12.7 Occasionally, the District will request part-time faculty members to complete work outside of the part-time faculty member's normal duties. Such work will not be considered part of the part-time faculty member's workload as defined within Section 4.1. While a part-time faculty member has the right to refuse such work, if accepted, the part-time faculty member shall be emailed the details of the work including, but not necessarily limited to the type of work assigned, the expected results, the duration of the assignment, and compensation arrangements.

ARTICLE XIII
Waiver of Bargaining

- 13.1 This Agreement shall constitute the full and complete commitment between both parties. This Agreement may not be altered, changed, added to, deleted from, or modified except through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- 13.2 During the term of this Agreement, the District and Union expressly waive and relinquish the right to bargain collectively on any matter;
 - 13.2.1 Whether or not specifically referred to or covered in this Agreement;
 - 13.2.2 Even though not within the knowledge or contemplation of either party at the time of negotiations;
 - 13.2.3 Even though during the negotiations the matters were proposed and later withdrawn.
- 13.3 Such waiver does not preclude bargaining collectively for subsequent, collective bargaining agreements during the term of Agreement.
- 13.4 Such waiver does not preclude bargaining collectively during the term of this Agreement on any provision which the District reasonably believes violates the Americans with Disabilities Act (ADA), or any of the regulations or judicial decisions interpreting it.
- 13.5 This Agreement shall supersede any rules, regulations, policies or practices of the Board or Administration which are contrary to or inconsistent with its terms.

ARTICLE XIV

Separability and Savings

- 14.1 If any provision of this Agreement or any application of this Agreement to any unit member or group of unit members is held to be contrary to law by a court of competent jurisdiction or by legislative action, then such provision or application shall be deemed invalid to the extent required by such court decision or legal action. All other provisions or applications shall continue in full force and effect.
 - 14.1.1 The District and Union agree to meet upon a request to negotiate the impact of the loss of the invalidated, unenforceable or unlawful provision.
 - 14.1.2 14.1.1 does not constitute a re-opener under the terms of this agreement.

ARTICLE XV

Successor Agreement

- 15.1 No later than ninety (90) days prior to the expiration of this Agreement, the Board of Trustees or designee, upon request, agrees to begin the negotiation process on a successor agreement.

ARTICLE XVI

Settlement of Differences by Peaceful Means

- 16.1 The Union and the District agree that differences between the parties hereto shall be settled by peaceful means as provided in this Agreement. During the term of this Agreement, the Union and the bargaining unit members, in consideration of the terms and conditions of this Agreement, will not engage in, instigate, or condone any strike, work stoppage or any concerted refusal to perform work duties as required in this Agreement (including sympathy strikes) and will undertake to exert its best efforts to discourage any such acts by any employee in the unit. During the term of this Agreement, the District, in consideration of the terms and conditions of this Agreement, will not authorize or permit any lockout of members of the bargaining unit.

ARTICLE XVII

Part-time Faculty Disciplines

17.1 Purpose of Disciplines List

17.1.1 The faculty disciplines list compiled by the Chancellor's Office ("Minimum Qualifications for Faculty and Administrators in California Community Colleges") is used to implement the minimum qualifications for credit instructors, counselors, and librarians. The list of disciplines provided by the Chancellor's Office is prepared and reviewed primarily by the Academic Senate for California Community Colleges.

17.2 College of the Sequoias Part-time Disciplines List

17.2.1 A part-time faculty member has the option of adding a Discipline. This option can be exercised whenever the part-time faculty member meets the minimum qualifications for the additional Discipline. To exercise this option, the part-time faculty member must request the additional Discipline in writing using the form (Appendix J) stating the reasons why they qualify for the Discipline. This form must be forwarded to the Human Resource Services Office, to the attention of the Dean.

Once the Human Resource Services Office has verified that the part-time faculty member has satisfied all the requirements for the additional Discipline, HR will notify the part-time faculty member in writing that an additional Discipline has been attained.

17.2.2 Before a part-time faculty member can be assigned a new Discipline, they must go through the part-time hiring process and be accepted for employment in the new Discipline of the Division assigned that Discipline.

17.2.3 A part-time faculty member may take a denial to grant an additional Discipline by the District through the grievance procedure.

17.2.4 Once attained, a Discipline, unless attained through fraud or error, cannot be taken away from a part-time faculty member.

17.2.5 Any Discipline to be utilized by a part-time faculty member in the assignment of a course for the subsequent semester must be on record in the Human Resource Services Office on or before the second week of the current semester.

ARTICLE XVIII

Labor Management

- 18.1 The Employer and the Union agree to form and implement a Labor Management Committee (LMC). The LMC will consist of an equal number of representatives from both the Employer and the Union. The main functions shall be to: confer on all matters of mutual concern including health, safety and working conditions; keep both parties to this contract informed of changes and/or developments caused by conditions other than those covered by this contract; confer over potential problems in an effort to keep such matters from becoming major in scope; and provide a forum for solving problems of the organization. It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and respect and the solution of common problems. The LMC shall meet regularly, but no less than twice a semester, develop its own agenda, and be alternately chaired by representatives of the Parties.

ARTICLE XIX
Nondiscrimination

- 19.1 The work environment shall be free of unlawful discrimination and harassment including sexual harassment and all forms of sexual intimidation and exploitation.
- 19.2 The parties expressly agree not to discriminate against any faculty member, prospective faculty member, or student on the basis of race or ethnicity, color, creed, national origin, religion, sex or gender, gender identity, gender expression, sexual orientation, physical and/or mental challenges disability, age, medical condition, genetic condition, pregnancy, reproductive health decision making, marital status, military or veteran status, or ancestry or because they are perceived to have one or more of the foregoing characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics.
- 19.3 Article XX outlines the procedures for investigating and processing a complaint of discrimination and/or harassment.

ARTICLE XX

Discrimination and Harassment Complaint Procedures

20.1 COSAFA agrees that the District has the right to establish and to amend from time to time policies pertaining to and prohibiting unlawful discrimination and harassment. Procedures for investigating and processing discrimination and harassment complaints are negotiable.

20.2 Academic Freedom with Respect to Sexually Explicit Materials

A faculty member may use sexually explicit materials or literature in the classroom as a teaching technique to achieve educational objectives or to stimulate dialogue. The faculty member shall state in the course syllabus that such material will be used and the syllabus shall contain a notice to students that they may be excused during the presentation of such materials without consequence to their grade. The faculty member shall also be required to give a copy of the syllabus to the appropriate area dean in addition to the two copies given to the division chair.

To the extent the sexual harassment policy and administrative procedures are in conflict with the College's policy on academic freedom, the sexual harassment policy and procedures shall prevail. Any dispute arising from such conflict shall be resolved by a committee approved by the Superintendent / President. At least 50 percent of this committee shall be comprised of faculty appointed by the Senate.

20.3 Complaint Procedure for Investigation and Resolution of Claims of Harassment

20.3.1 Informal Complaint Procedure

20.3.1.1 The College Complaint Officer as identified in Section 20.3.2.2 below shall undertake, where possible, to informally resolve charges of unlawful discrimination or harassment;

20.3.1.2 The College Complaint Officer shall first advise complainant of their rights and obligations under both the formal and informal complaint process. The College Complaint Officer further advises complainant of their right to file a formal complaint and explain the procedures for doing so.

20.3.1.3 The College Complaint Officer shall also notify complainant that they need not participate in an informal resolution of the complaint and may file a complaint with the Office of Civil Rights of the U.S. Department of Education, the Equal Employment

Opportunity Commission or the California Civil Rights Department.

- 20.3.1.4 If the complainant declares their preference for the informal process, the College Complaint Officer shall have complainant read, date, and sign a document containing the basic of complainant's allegations and describing the formal/informal procedure and indicating that complainant opted for the informal process.
- 20.3.1.5 The College Complaint Officer shall assure the complainant they will not be required to confront or work out problems with the person accused of unlawful discrimination or harassment.
- 20.3.1.6 In attempting to resolve the complaint through informal means, the College Complaint Officer shall not conduct any investigation unless the College Complaint Officer determines that an investigation is necessary due to the seriousness of the charges.
- 20.3.1.7 Effort at informal resolution may continue after the filing of a formal written complaint.

20.3.2 Filing a Complaint

20.3.2.1 Complaint Form

A complaint may be filed directly with the Chancellor's Office using the Chancellor's Office complaint form (Appendix I). Where a complaint is initially filed with the Chancellor's Office, Title 5 §59329 requires the Chancellor to immediately forward a copy of the complaint to the College for investigation and response.

20.3.2.2 College Complaint Officer

The College will designate an administrator of each gender to act as the College Complaint Officer. Each College Complaint Officer shall be given training, which is current in the proper methods of receiving, investigating, and processing complaints of unlawful discrimination and harassment. The Complaint Officer is charged with receiving complaints of sexual or other forms of prohibited discrimination or harassment, and coordinating the investigation. The accused shall have the right to select which College

Complaint Officer oversees the investigation; however, if the complainant prefers the other College Complaint Officer, the two Officers will coordinate with one another on the investigation.

The Complaint Office may assign the actual investigation to other staff or to an outside person or organization under contract with the College after written notice has been given to the accused and COSAFA. An outside investigating organization shall be utilized whenever the Complaint Officer is named in the complaint or implicated by the allegations of the complaint.

20.3.2.3 Written Complaint

A student, staff or faculty member who believes they have a non—employment based complaint of unlawful discrimination or harassment must make a written or oral complaint to the College Complaint Officer within one year of the date of the alleged discrimination or harassment, or within one year from the date on which the complainant knew or should have known of the facts underlying the complaint.

A student, staff or faculty member who believes they have an employment—based complaint of unlawful discrimination or harassment must make a written or oral complaint to the College Complaint Officer within 180 days of the date of the alleged discrimination or harassment, or within 90 days following the expiration of the 180—day period if the complainant first obtained knowledge of the alleged violation after the expiration of the 180 days.

If the complainant fails or refuses to file a written complaint, the College Complaint Officer shall ask the complainant for permission to tape record their statement and if permission is not granted, the College Complaint Officer shall make a written record of the complainant’s statement and shall give the complainant an opportunity to sign the statement. Any written record of the complainant’s statement shall be in the form of a report and shall be free of subjective interpretation. All complainants must be made aware that failure to reduce a complaint to writing may be a factor when determining their credibility or the

severity of their complaint in an administrative or judicial hearing. The College shall have no obligation to notify the Chancellor's Office of complaints that have not been placed in writing and signed by the complainant.

Any College employee who receives a harassment complaint shall notify the College Complaint Officer immediately.

20.4 Notice to Accused

The College Complaint Officer will give prompt notice to the person accused of harassment regarding the identity of the complainant, the date, time and place of the alleged incident of harassment, and the nature of the alleged misconduct.

20.5 Investigation Process

20.5.1 Witness Interviews

The College Complaint Officer shall authorize the investigation of the complaint, and supervise and/or conduct a thorough, prompt and impartial investigation of the complaint.

Prior to commencing any investigation and before interviewing the accused, the Complaint Officer shall notify an accused employee by email that a harassment complaint has been lodged against them and that they are entitled to union representation at any and all meetings with the Complaint Officer or designee, and without divulging names and/or the specifics of the matters in issue, the Complaint Officer shall also immediately notify the President or designee of the employee's union by email to alert the union that the employee may need assistance with regard to a harassment complaint. Within one (1) working day of the notice to the accused employee and their respective union, or as soon thereafter as possible, the Complaint Officer shall re-contact the accused employee to set a date and time to meet with the accused employee. The College Complaint Officer shall meet with the accused before interviewing any witnesses. At this meeting, the accused shall have the right of Union representation as provided in this section.

The investigation will include interviews with the complainant, persons who may have relevant knowledge concerning the complaint and the accused harasser. The accused and the complainant may recommend witnesses to be interviewed. The process may include interviews with victims of similar conduct.

20.5.2 Analysis of Information Gathered

The College Complaint Officer will review the factual information gathered through the investigation to determine whether the alleged conduct constitutes harassment giving consideration to all factual information and the totality of the circumstances, including the nature of the conduct and the context in which the alleged incidents occurred.

20.5.3 Written Report

The Complaint Officer will prepare a written report that sets forth the results of the investigation. The written report shall include a description of the circumstances giving rise to the complaint, a summary of the testimony of each witness, an analysis of any relevant data or other evidence collected during the investigation, a specific finding as to whether harassment did or did not occur with response to each allegation in the complaint, and any other appropriate information.

20.5.4 Notice to Complainant and Accused

Within ninety (90) days from the date the College received the written complaint or reduced the complainant's verbal allegations to writing, the Complaint Officer will provide the complainant and the accused with a summary statement of the findings. The summary statement will also include the determination of the Complaint Officer as to whether harassment did or did not occur with respect to the allegations in the complaint, the proposed resolution to the complaint, a statement regarding action taken, if any, and notice of the complainant's right to appeal to the College's Board of Trustees and the State Chancellor's Office.

20.6 Appeals Process

20.6.1 Board of Trustees

If the complainant is not satisfied with the result of the Complaint Officer's determination, they may within fifteen days, submit a written appeal to the Board of Trustees.

The Board of Trustees shall review the original complaint, the investigative report, the Complaint Officer's decision and the appeal documents. If the Board does not act on the appeal within forty-five (45) days, the Complaint Officer's decision shall be deemed final. Otherwise, the Board shall issue a written decision within forty-five (45) days after receiving the written appeal. A copy of the decision rendered by the Board shall be forwarded to the complainant and to the State Chancellor's Office. The decision shall also include notice to the complainant of the right to appeal.

20.6.2 Notice to the Chancellor's Office

Within 150 days of receiving a written complaint, the College shall forward to the State Chancellor's Office the complaint, investigative report, notice to the complainant and accused of the final decision of the Complaint Officer, the decision of the Board of Trustees or the date upon which the decision of the Complaint Officer became final, and a copy of the notice to the complainant of their appeal rights. If, due to circumstances beyond its control, the College is unable to comply with the 150-day deadline for submission of materials, the College may file a written request with the Chancellor's Office, within ten (10) days of the deadline, for an extension of time to submit the documents. The College has no obligation to notify the Chancellor's Office of complaints that have not been placed in writing and signed by the complainant.

20.6.3 Appeal to State Chancellor's Office

The complainant may file a written appeal with the State Chancellor's Office within thirty (30) days of the date the Board of Trustees issues the final decision or in the event the Board elects to take no action on

the appeal within thirty (30) days of the date the Complaint Officer's decision is deemed approved. The appeal to the Chancellor's Office shall be processed pursuant to the provisions of the California Code of Regulations, Title 5, Section 59350.

20.7 Remedial Action

20.7.1 Conclusions

If the College concludes that the charge of harassment is meritorious, it will provide timely notification to the accused of any corrective action proposed by the College.

20.7.2 Discipline

If harassment occurred, the College shall take disciplinary and/or remedial action against the harasser. The action will be prompt and commensurate with the severity of the offense. If the discipline is imposed, the nature of the disciplinary action will not be communicated to the complainant.

Disciplinary actions against faculty, staff and students will conform to all relevant statutes, regulations, personnel policies and procedures, including the provisions of any applicable collective bargaining agreement.

20.7.3 Right to Grieve

A part-time faculty member accused of harassment who is subject to disciplinary action as a result of the complaint shall have the right to proceed to advisory arbitration only after they have attempted a settlement at the mediation level. The parties agree to use the State Mediation and Conciliation Service to mediate the dispute. The mediation will be conducted as confidential settlement negotiations such that if the parties fail to reach agreement none of the information or proposals exchanged in the mediation may be used in any subsequent advisory arbitration hearing. If mediation fails to generate a settlement, the parties agree to request a list of arbitrators from the State Mediation and Conciliation Service and to select an arbitrator using a "strike-off" process.

20.7.4 Confidentiality and Prohibition of Retaliation

The College shall take reasonable steps to ensure the confidentiality of the investigation and to protect the privacy of all parties. The College shall also take reasonable steps to protect the complainant from further harassment and to protect the complainant from retaliation as a result of filing the complaint. The College shall take reasonable actions to ensure that neither the accused person nor the accuser, nor their representative, shall engage in any retaliation or intimidation toward each other or the witnesses. The College shall make every effort and take all necessary steps in order to protect personnel from the consequences of false accusations relating to sexual harassment.

20.8 Dissemination of Policy and Procedures

The College's policy and procedures related to harassment will be posted on the District's website and catalog.

At the time of initial hire, employees will be supplied with a copy of the current harassment policy and harassment complaint procedure of the District.

20.9 Training

Training of faculty and staff should be conducted annually emphasizing the prohibition of harassment in the classroom and work environment and should include a review of the Board Policy 3430, Prohibition of Unlawful Discrimination and Harassment and the Discrimination and Harassment Complaint Procedures as outlined in Article XX.

If the District requires part-time faculty to complete prohibition of harassment training, the District shall compensate the part-time faculty member at the "flex hour rate" pursuant to Appendix B. The budget to compensate part-time faculty for the training shall not come from the FEC budget in 7.1.4.

ARTICLE XXI

Organizational Security / Dues

21.1 This Section provides for membership dues collection. Only rescission or decertification and not termination/expiration of this Agreement shall constitute a basis for the cessation of the implementation of this Section. There shall be no charge to the Union for such dues deductions.

21.1.1 **Dues/Service Fees**

No later than thirty (30) days following the implementation of this Section the District shall begin deducting membership dues for members from the wages of bargaining unit members and shall thereafter continue to do so for each pay period.

- a. For purposes of this Section, “employee” shall mean any person entering into the bargaining unit or subsequently modified bargaining unit as mutually agreed upon by the Union and the District.
- b. If through error, the full amount due to be deducted is not deducted and remitted to the Union, the District will, upon written request from the Union and notice to the affected employee, provide subsequent deductions until the shortage is corrected. For its part, the Union shall promptly refund to the employee any deductions erroneously withheld from the employee’s wages by the District and remitted to the Union.
- c. The union will certify to the District when to begin deductions or to cease deductions. Deductions will continue unless and until the District receives written notification from the Union of an employee’s membership revocation.

The Union will solely maintain the dues deduction authorization, signed by the employee from whose salary or wages the deduction is to be made.

21.1.2 **District Responsibilities**

With respect to all sums deducted by the District pursuant to this MOU/Agreement, whether for membership dues, the District agrees to promptly remit such monies to the Union each pay period together with an alphabetical list of unit members, for whom such deductions have been taken, including social security number, base pay period salary, and the amount of dues deducted.

21.1.3 **Union Responsibilities**

The Union will provide to the District the formula for calculating membership dues for members. Any changes in the amount of dues

will be certified to the District by the Union, and shall become effective no later than thirty (30) days following the date that the District receives such certification from the Union. Additionally, the Union agrees to furnish any information needed by the District to fulfill the provisions of this Section.

21.1.4 Indemnification and Hold Harmless

It is specifically agreed that the District assumes no obligation with respect to the union dues other than those specified in this Section. The Union agrees that it shall indemnify and hold the District harmless from any liability arising from any claims, demands, or other actions relating to the District's compliance with this section of the Agreement per Section 3543 and 3546 of the Government Code (as amended by AB 1060 & SB 614).

The Union shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried or appealed.

ARTICLE XXII

Duration

- 22.1 Term of Agreement:
This Agreement shall be effective July 1, 2024 and shall remain in effect through June 30, 2027.
- 22.2 Continuation of Agreement
If the District and COSAFA have not executed a successor to this Agreement by its expiration on June 30, 2027, applicable laws and regulations shall govern until a successor Agreement is negotiated.

For the District *{signatures on file}*

For COSAFA *{signatures on file}*

Brent Calvin
Superintendent/President

Danielle Alberti
President, COSAFA

Jennifer Vega La Serna
Vice-President, Academic Services

Samantha Brookshire
COSAFA Negotiation Team Member

John Bratsch
Dean, Human Resources/Legal Affairs

Charles Slaght
COSAFA Negotiation Team Member

Jessica Morrison
Vice-President, Student Services

Matt Mason and Ashley Mates
COSAFA Labor Representatives

— Appendices —

APPENDIX A
Certification Petition



STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD

RECEIVED
OCT 5 1998



HUMAN RESOURCE SERVICES
COLLEGE OF THE SEQUOIAS

COLLEGE OF THE SEQUOIAS,)
)
Employer,)
)
and)
)
ADJUNCT FACULTY ASSOCIATION/CWA)
LOCAL 9414,)
)
Employee Organization.)

Type of Election:
 Consent Agreement
 Directed Order

Case Number: SA-RR-994

CERTIFICATION OF REPRESENTATIVE

An election having been conducted in the above matter under the supervision of the Regional Director of the Public Employment Relations Board in accordance with the Rules and Regulations of the Board; and it appearing from the Tally of Ballots that a majority of the valid ballots were cast for the Adjunct Faculty Association/CWA Local 9414, therefore,

Pursuant to the authority vested in the undersigned by the Public Employment Relations Board, IT IS HEREBY CERTIFIED as of October 1, 1998, that the Adjunct Faculty Association/CWA Local 9414 is the exclusive representative of all employees in the unit set forth below:

- Title of Unit: Adjunct Faculty
- Shall INCLUDE: All faculty, counselors, librarians and coaches paid on the hourly salary schedule.
- Shall EXCLUDE: All full-time, temporary and substitute faculty and all management, supervisory and confidential and classified employees.

Signed at Sacramento, California

On the 1st day of October, 1998

On behalf of the
PUBLIC EMPLOYMENT RELATIONS BOARD



Les Chisholm
Regional Director

Part-Time Faculty Salary Schedule 2024-2025A

College of the Sequoias

Effective: August 1, 2024

Hourly Schedule

Lecture Classes

			A	B	C	D
Year	1		71.81	75.32	79.00	80.84
Year	2		73.57	77.16	80.95	82.77
Year	3		75.35	79.05	82.91	84.74
Year	4		77.18	80.98	84.95	86.80
Year	5		79.07	82.98	87.03	88.85
Year	10	Requires 10 years of service	81.05	85.05	89.21	91.07
Year	15	Requires 15 years of service	83.08	87.18	91.44	93.35
Year	20	Requires 20 years of service	85.16	89.36	93.73	95.68

Laboratory and Activity Classes

Non-Classroom

			A	B	C	D
Year	1		67.57	70.88	74.31	76.16
Year	2		69.21	72.61	76.09	77.95
Year	3		70.90	74.33	77.99	79.82
Year	4		72.63	76.17	79.86	81.72
Year	5		74.38	78.02	81.84	83.67
Year	10	Requires 10 years of service	76.24	79.97	83.89	85.76
Year	15	Requires 15 years of service	78.15	81.97	85.99	87.90
Year	20	Requires 20 years of service	80.10	84.02	88.14	90.10

Office Hour/Flex Hour	41.99
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A	less than Bachelor's Degree
B	BA or BS
C	MA and above (MD, DDS, LLD)
D	Doctorate Degree

Part-Time faculty employees may petition for advancement on the Part-Time Faculty Salary Schedule based upon attainment of additional education degree(s).

- 1 - A written request for advancement must be submitted to Human Resource Services.
- 2 - It is the responsibility of the part-time faculty employee to submit official transcripts and/or other acceptable supporting documents at the time a request is filed in Human Resource Services.
- 3 - If the request for salary advancement is denied by Human Resource Services, the affected employee may request a written explanation of the District's action.



**Report of Absence
Adjunct Faculty**

Instructor Information			
Name		SS No/Banner ID	

Classes Missed		Id Number of Class	
Dates	-	Number of Days	
Hours Absent			
Reason			
Class Arrangements (i.e. Community College Credentialed Substitute arranged through Division Chair and Dean's Office Cancelled with Extra Assignment)			

Name of Substitute (This person will be paid by the College-do not arrange to pay them yourself)			
Last		First	M.I.
Address		City	Zip

Signatures (Approval)			
Instructor		Date	
Division Chair		Date	
Dean of Instruction		Date	

Forward to Payroll

APPENDIX D

Part-time Faculty Statement of Grievance

ADJUNCT FACULTY STATEMENT OF GRIEVANCE / FORMAL PROCEDURE

College of the Sequoias

(Available in Microsoft Word format from Human Resource Services, 730-3776)

Employee Name: →			
Street Address: →			
City/State/Zip: →		Telephone Number: →	
Date of Alleged Grievance: →		Date Formal Grievance is Filed (Step 2): →	

Informal Grievance – Step 1

Date Grievant Notified Division Chair/Director (Step 1): →		Date Division Chair/Director gave verbal response (Step 1): →	
--	--	---	--

Specific articles and sections alleged to have been violated:

Note: Written statements/responses can be attached if more space is needed.

Employee's statement of alleged violation and grievance. State specific facts about what has occurred. Provide full facts necessary to support your position.

State full relief, remedy, action you believe is required to resolve this alleged grievance.

For Administrative Use Only	Date of Receipt of Formal Grievance (Step 2): →	
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APPENDIX E

Progression of Formal Grievance

PROGRESSION OF FORMAL GRIEVANCE / ADJUNCT FACULTY
College of the Sequoias

STEP 2 — FORMAL PROCEDURE — DEAN

Date presented on Grievance Form to Dean:	
Date of occurrence of grievance:	
Meeting date to resolve grievance (10 days):	
Date written response presented to grievant (10 days):	
Copy of response attached:	Yes <input type="checkbox"/> No <input type="checkbox"/>

STEP 3 — FORMAL PROCEDURE — VICE PRESIDENT

Appeal of grievance submitted to Vice President (10 days):	
Meeting date to resolve grievance (10 days):	
Date written response presented to grievant (10 days):	
Copy of response attached:	Yes <input type="checkbox"/> No <input type="checkbox"/>

STEP 4 — FORMAL PROCEDURE — PRESIDENT

Appeal of grievance submitted to President (10 days):	
Meeting date to resolve grievance (10 days):	
Date written response presented to grievant (10 days):	
Copy of response attached:	Yes <input type="checkbox"/> No <input type="checkbox"/>

STEP 5 — FORMAL PROCEDURE — MEDIATION

Date of request for mediation: (30 days)	
--	--

STEP 6 — APPEAL TO THE BOARD OF TRUSTEES

Date of appeal of grievance to Board of Trustees: (15 working days from date of advisory arbitration decision)	
Date of Board of Trustees action: (45 working days from date of receipt of appeal)	
Board of Trustees action:	

APPENDIX F

Time Sheet for Part-time Faculty Office Hours

TIME SHEET FOR ADJUNCT FACULTY OFFICE HOURS

College of the Sequoias

(Available in Human Resource Services, Academic Services Office, Office of the Deans of Academic Services)

Name:			
Banner ID:			
Time Sheet Due Dates:	Fall semester	December 1	Project office hours through the 16 th week.
	Spring semester	May 1	
Total Office Hours Approved:			

Week	Date	Time	Location of Office Hour	Number of Students Served	Hour
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
Total Hours:					

Total Hours x current office hourly pay (Appendix B) = Total Pay		
---	--	--

Employee Signature

I hereby certify that the above is a true statement of the office hours worked by the employee listed and that s/he has performed their assigned job in a satisfactory manner.

Date Approved:	
Signature of Supervisor:	

Payroll Department Use Only / Account Code:

Fund	GS	Site	Program	Spgm	Obj	FY	Type
------	----	------	---------	------	-----	----	------

LARGE LECTURE

# of Students	Semester Stipend based upon (WCH)*
41-49	\$125
50-59	\$250
60-69	\$375
70-79	\$500
80+	\$625

COMPENSATION SCHEDULE

For Example:	
40-49 students	@ 3 WCH = \$125 X 3 = \$375 stipend per semester
80+ students	@ 3 WCH = \$625 X 3 = \$1875 stipend per semester

Part-time faculty members may refuse a large lecture assignment and such decision shall not reflect negatively upon the part-time faculty member, nor shall this decision affect the part-time faculty member's seniority rights pursuant to Article IV.

PART-TIME INSTRUCTOR AVAILABILITY FORM

Schedule Plan for:		Date Sent by COS:	
		Return to Division Chair by:	

We are about to begin planning for next semester’s schedule. Please complete this form and return it to your **Division Chair** by the above date. This is required to be submitted for Fall and Spring semester scheduling. Failure to return this form for Fall and Spring semester scheduling may jeopardize your continued employment with COS (COSAFA Master Agreement; §§4.2.2.1, 4.2.2.2).

Name: →			
Address: →			
Phone: →		Email: →	
Preferred method of contact: →			

Division/Department: →			
<i>Please fill out a separate form for each division/department with whom you would like to teach.</i>			
Time of day you are available to teach? (Check all that apply)	<input type="checkbox"/> Morning (7am-12pm)	<input type="checkbox"/> Afternoons (12pm-5pm)	
	<input type="checkbox"/> Evenings (5pm-10pm)		
Number of classes you are available to teach? (Check all that apply)	<input type="checkbox"/> One	<input type="checkbox"/> Two	<input type="checkbox"/> Three
Days you are available to teach? (Check all that apply)	<input type="checkbox"/> Mondays	<input type="checkbox"/> Tuesdays	<input type="checkbox"/> Wednesdays
	<input type="checkbox"/> Thursdays	<input type="checkbox"/> Fridays	<input type="checkbox"/> Saturdays
At what locations are you available to teach? (Check all that apply)	<input type="checkbox"/> Visalia Campus	<input type="checkbox"/> Hanford Campus	<input type="checkbox"/> Tulare Campus
	<input type="checkbox"/> Dual Enrollment (at a local high school)		
Some part-time instructors are able to teach online courses under section 4.2.10 of the COSAFA contract. Are you able and available to teach online courses?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
What courses are you available to teach?			
Are you interested in teaching other courses, within your discipline, which you did not list?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
If there is other information (such as day and class preferences) that will help in the selection process please enter it here (attach additional pages if necessary):			

*** Completion of this form is neither a contract, nor an assurance you will teach the requested courses.

Return completed form to your Division Chair.

UNLAWFUL DISCRIMINATION COMPLAINT FORM

(To be filed with the community college district involved in your allegations)

Name:
Last First

Address:
Street or P.O. Box City State Zip

Phone:
Home/Cell Email

I am a: Student Employee Other:

I wish to complain against the following individual(s):

Name(s):

District: College:

Student Employee Other:

Date of most recent incident or alleged discrimination:

(Non-employment complaints must be filed within one year of the date of the alleged unlawful discrimination. Employment complaints must be filed within 180 days of the date of the alleged unlawful discrimination.)

I allege discrimination based on the following protected categories:

- | | |
|--|---|
| <input type="checkbox"/> Age | <input type="checkbox"/> Military/Veteran Status |
| <input type="checkbox"/> Ancestry | <input type="checkbox"/> National Origin |
| <input type="checkbox"/> Color | <input type="checkbox"/> Physical/Mental Disability |
| <input type="checkbox"/> Ethnic Group | <input type="checkbox"/> Race |
| <input type="checkbox"/> Gender Expression | <input type="checkbox"/> Religion |
| <input type="checkbox"/> Gender Identification | <input type="checkbox"/> Retaliation |
| <input type="checkbox"/> Immigration Status | <input type="checkbox"/> Sex/Gender |
| <input type="checkbox"/> Marital Status | <input type="checkbox"/> Sexual Orientation |
| <input type="checkbox"/> Medical Condition | <input type="checkbox"/> Other Protected Class (Explain): |
| | <input type="text"/> |

What would you like the District to do in response to your complaint?

Clearly state your complaint. Describe each incident of alleged discrimination separately. For each incident provide the following information:

- 1) date(s) the discriminatory action occurred;
- 2) name(s) of individual(s) who participated in discriminatory conduct;
- 3) location of incident;
- 4) what happened;
- 5) witnesses (if any);
- 6) why you believe the conduct was motivated by your protected classification;
- 7) if applicable, explain why you believe you were retaliated against for filing a complaint or asserting your right to be free from discrimination on any of the above grounds.

(Attach additional pages as necessary.)

I certify that this information is correct to the best of my knowledge.

Signature of Complainant *Date*

Name of individual documenting verbal complaint:

Title *Phone* *Email*

OFFICE USE ONLY

Date complaint received:

Received by *Title*

APPENDIX J

APPLICATION FOR ADDITIONAL DISCIPLINE(S)

Name:	
Discipline(s) Assigned at Date of Hire:	
Additional Discipline Requested:	
In the space below, briefly state the reasons you believe you qualify for an additional Discipline.	

Article XVII, 17.2.1

A part-time faculty member has the option of adding a Discipline. This option can be exercised whenever the part-time faculty member meets the minimum qualifications and competency standards for the additional Discipline. To exercise this option, the part-time faculty member must request the additional Discipline in writing using the form (Appendix J) stating the reasons why they qualify for the Discipline. This form must be forwarded to the Human Resource Services Office to the attention of the Dean.

Once the Human Resource Services Office has verified that the part-time faculty member has satisfied all the requirements for the additional Discipline, HR will notify the part-time faculty member, the appropriate Division Dean(s) and the appropriate Division Chair(s) in writing that an additional Discipline has been attained. However, to become eligible to teach within the newly obtained Discipline Area – the part-time instructor must still interview with the new Division

Student Questionnaire

1. Which of the following best describes you in class:

- I am keeping up with the work. I am doing all of the assignments, quizzes, and exams, and submit them on time.
- I am keeping up with most of the work. I am doing most of the assignments, quizzes, and exams and submit them on time.
- I am a little behind in the work. I am doing some of the assignments, quizzes, and exams, and not always getting work in on time, but currently have a passing grade.
- I am struggling to keep up in this class. I have not kept up with assignments, quizzes and/or exams. I am currently not passing the course, but am trying to catch up.
- I am behind in the course and/or no longer passing and am no longer trying to catch up.

5	4	3	2	1
Strongly Agree	Agree	Disagree	Strongly Disagree	Not Applicable

	5	4	3	2	1
2. My instructor provides clear expectations and grading criteria.	5	4	3	2	1
3. My instructor is prepared and presents material/lessons in an organized manner.	5	4	3	2	1
4. The work in this course prepares me for the exams and/or other assessments.	5	4	3	2	1
5. The assignments are helpful in acquiring a better understanding of course material.	5	4	3	2	1
6. The course texts (including textbooks, handouts, videos, etc.) are clear and helpful.	5	4	3	2	1
7. My instructor provides helpful and timely feedback on assignments and exams (if applicable).	5	4	3	2	1
8. I feel comfortable asking my instructor questions.	5	4	3	2	1
9. I can get the help I need from my instructor during class.	5	4	3	2	1
10. My instructor communicates using language that I am comfortable with and understand.	5	4	3	2	1
11. My instructor uses their established standards to grade me fairly.	5	4	3	2	1
12. My instructor displays flexibility and respect for the ideas of others.	5	4	3	2	1

13. My instructor makes me feel safe and respected.	5	4	3	2	1
14. My instructor makes me feel like I belong in the course and am capable of doing well.	5	4	3	2	1
15. I would recommend this instructor to other students.	5	4	3	2	1

16. What was your favorite thing about this course?

17. If you could change one thing about this course, what would it be?

18. Is there anything else you want your instructor to know?

College of the Sequoias
Public Safety Training Department
Student Questionnaire

Course: _____

Topic: _____

Date of Session: _____

5 Strongly Agree	4 Agree	3 Disagree	2 Strongly Disagree	1 Not Applicable
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1. The instructor was knowledgeable in the subject matter.	5	4	3	2	1
2. The instructor's presentation was well organized.	5	4	3	2	1
3. The instructor answered questions adequately.	5	4	3	2	1
4. The instructor used training aides effectively.	5	4	3	2	1
5. The instructor communicated effectively.	5	4	3	2	1
6. The instructor encouraged participation and interaction.	5	4	3	2	1
7. The instructor's presentation adequately addressed the course performance objective(s).	5	4	3	2	1
8. Overall, I am satisfied with this session.	5	4	3	2	1

Student Questionnaire
for Academic Counselors

1. My counselor established a genuine and sincere rapport with me.	Yes	No	N/A
2. My counselor was a good listener and understood my needs.	Yes	No	N/A
3. My counselor answered my academic questions and recommended appropriate courses.	Yes	No	N/A
4. My counselor answered questions regarding careers, graduation, transfer information and/or personal issues satisfactorily	Yes	No	N/A
5. My counselor clearly explained the purpose and use of my educational study plan.	Yes	No	N/A
6. My counselor made appropriate referral to COS and community resources (e.g. Financial Aid, Career Center, Health Center, Tutorial Center, Access and Ability Center, etc.)	Yes	No	N/A
7. Overall, my meeting with this counselor was helpful and positive.	Yes	No	N/A
8. Would you recommend this counselor to a fellow student?	Yes	No	N/A
9. Approximate number of meetings with this counselor:	_____ (number of meetings)		
10. Additional Comments			

S: Satisfactory NI: Needs Improvement U: Unsatisfactory NA: Not Applicable

		Comments or examples of behavior
<p>1. Methods of Instruction</p> <p>a. Please identify the methods of instruction used during the session in the Comments section (e.g., lecture, discussion, tutorial, group work, demonstration, laboratory exercise, or a combination of methods).</p>		
RATED SECTION	Rating	Comments or examples of behavior
<p>b. The instructor uses instruction method(s) in a way that enables students to engage with the material.</p>		
<p>2. Instructional Aids and Classroom Technology</p> <p>The instructor makes use of educational equipment and facilities, such as the white board or seating arrangements, visual or audio aids, or other forms of technology.</p>		
<p>3. Instructional Materials</p> <p>a. The instructor provides the materials (i.e., handouts) necessary for the lesson to be completed.</p>		

RATED SECTION	Rating	Comments or examples of behavior
b. The materials are current		
c. The materials support the lesson		
<p>4. Knowledge of Subject Matter</p> <p>The instructor demonstrates knowledge of the subject matter through a command of information, an ability to interpret that information, and an ability to answer questions and reformulate explanations.</p>		
<p>5. Subject Matter</p> <p>The subject matter presented contributes to the course objectives in the course outline of record (COR)</p>		

RATED SECTION	Rating	Comments or examples of behavior
<p>6. Student Centeredness</p> <p>a. The activities completed during the observed class period were commensurate with students' varying abilities and the objectives of the course.</p>		
<p>b. The instructor solicits feedback from the students during the lesson to promote reasoning and check for understanding, and offers help when needed.</p>		
<p>c. The instructor monitors safety and gives safety reminders/suggestions, if relevant (i.e., labs).</p>		
<p>7. Content Logic</p> <p>a. Describe how the class period is organized.</p>		

RATED SECTION	Rating	Comments or examples of behavior
b. The class follows an observable logic and leads to clear objectives.		

8. Communication with Students. Regardless of national origin, religion, age, gender, gender identity, gender expression, race or ethnicity, color, medical condition, genetic information, ancestry, sexual orientation, marital status, physical or mental disability, or pregnancy or because they are perceived to have one or more of the foregoing characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics, the instructor:		
RATED SECTION	Rating	Comments or examples of behavior
a. Listens to the students		
b. Encourages all students to participate in discussion or activity.		
c. If applicable, allows students to express divergent viewpoints		

<p>9. Critical Thinking Skills</p> <p>The instructor stimulates critical thinking (e.g. through ways such as, but not limited to, asking open-ended questions encouraging metacognition, inviting inference and interpretation, promoting independent thinking and the evaluation of ideas/principles, etc.)</p>		
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Observation Form
Academic Counselor

Rating Key:

S: Satisfactory

NI: Needs Improvement

U: Unsatisfactory

NA: Not applicable*

*Receiving NA shall not reflect negatively on the evaluation

Counselor: _____ Evaluator: _____

Date: _____ Scheduled Time: _____ Time Session Began: _____

Number of Counselee(s): _____ Session Location: _____

Type of Counseling Session Observed (e.g. General, TRIO, EOPS, Athletes, Transfer, Career, etc.): _____

Counseling Topics Covered (e.g. general education, schedule creation, SEP, transfer, graduation/certificate requirements, career/major, personal, probation/dismissal/retention, etc.): _____

S: Satisfactory NI: Needs Improvement U: Unsatisfactory NA: Not Applicable

Rated Section	Rating	Comments or examples of behavior
1. Expertise: The counselor demonstrated counseling a. skills appropriate to the session.		
b. Knowledge of current policies and requirements affecting counselee (e.g., entrance, graduation, etc.)		
c. Accurate, up-to-date knowledge of careers, courses, articulation, and certificate/degree/transfer programs.		
2. Responsiveness: The counselor a. Listened to/identified/helped to clarify the counselee’s academic, personal, and career issues/concerns and was helpful in addressing their needs.		
b. Was attentive to questions and comments.		
c. Responded clearly and precisely to individual needs and special circumstances.		
d. Prioritized issues/concerns and established tasks to be completed.		
e. Guided the counselee’s class selections and educational planning to address their needs/goals.		

Rated Section	Rating	Comments or examples of behavior
<p>3. Referrals: When appropriate, the counselor</p> <p>a. Identified resources (such as pamphlets, books, counseling-related websites, and other tools).</p>		
<p>b. Applied knowledge of student support resources and procedures to access services and make appropriate referrals.</p>		
<p>4. Rapport: The counselor conducted the session in a manner that established rapport with the counselee.</p>		
<p>5. Time: The counselor</p> <p>a. Was on time for the scheduled appointment.</p>		
<p>b. Used the allotted time productively.</p>		

<p>6. Communication with counselee: Regardless of national origin, religion, age, gender, gender identity, gender expression, race or ethnicity, color, medical condition, genetic information, ancestry, sexual orientation, marital status, physical or mental disability, or pregnancy or because they are perceived to have one or more of the foregoing characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics, the counselor:</p>		
Rated Sections	Rating	Comments or examples of behavior
a. Actively and effectively listened to the counselee.		
b. Answered questions clearly.		
c. Provided counselee follow-up options.		
d. Maintained counselee confidentiality.		
e. Treated counselee respectfully and with sensitivity.		
f. Fostered a climate of respect and empathy.		
<p>7. Critical Thinking and Independence: The counselor encouraged critical thinking and independence. Ways to promote critical thinking include but are not limited to:</p> <ul style="list-style-type: none"> • Asking open-ended questions • Promoting independent thinking and encouraging independent research of educational/career options. 		

Part-Time Faculty Summary Self Evaluation

College of the Sequoias

Name:			
Course Evaluated:			
Semester:		Year:	

Directions: Review and analyze the results of your classroom observation(s), your student evaluations and any other material that may be available to you regarding your performance; then do a self-evaluation based on the following questions (only one summary that combines the results of all classes is required).

If further space is needed, add extra pages.

1. Describe the feedback you have received regarding your performance as an instructor.

2. Discuss commonalities you see in the feedback in terms of your strengths and areas where you may need improvement.

3. Based on the results of the classroom observation, student evaluation and your own evaluation of what happens in your classroom, please address the following questions:

- a. Describe the progress you have made since your last evaluation (if you have been evaluated previously).

- b. What changes do you intend to make and what goals will you set that will affect future classes?

4. What have you done to establish or improve your proficiency in Diversity, Equity, Inclusion, and Accessibility (DEIA) related competencies as it relates to your field?

Part-time Counselor or Non-Teaching Part-time Faculty Summary Self Evaluation

Part-time Counselor or Non-Teaching Part-time Faculty Summary Self-Evaluation

College of the Sequoias

Name:			
Semester:		Year:	

Directions: Review and analyze the results of your counseling or non-teaching observation(s), your student evaluations and any other material that may be available to you regarding your performance; then do a self-evaluation based on the following questions (only one summary that combines the results of all student evaluations is required). *If further space is needed, add extra pages.*

1.	Describe the feedback you have received regarding your performance as a counselor or as a non-teaching part-time faculty member.
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2. Discuss commonalities you see in the feedback in terms of your strengths and areas where you may need improvement.

3. Based on the results of the counseling observation or non-teaching observation, student evaluations and your own self-evaluation, please address the following questions:

- Describe the progress you have made since your last evaluation (if you have been evaluated previously).
- What changes do you intend to make and what goals will you set that will affect future counseling sessions or non-teaching sessions?

4. What have you done to establish or improve your proficiency in Diversity, Equity, Inclusion, and Accessibility (DEIA) related competencies as it relates to your field?

APPENDIX R

Administrative Response to Part-time Faculty Evaluation

Instructor:		Semester:	
1. Review by Division Chair:			Yes No
I have reviewed the evaluation:			<input type="checkbox"/> <input type="checkbox"/>
Comments:			
Signature of Division Chair:		Date:	
2. Review by Dean, Academic Services or Area Dean			
	Satisfactory	Unsatisfactory	
Syllabus follows requirements from the COSAFA contract, and is on file in Dean's office:	<input type="checkbox"/>	<input type="checkbox"/>	
Professional responsibilities that include: first day no show rosters, permanent rosters, and final grades are accurate and meet District deadlines:	<input type="checkbox"/>	<input type="checkbox"/>	
Evaluation demonstrates:	<input type="checkbox"/> Satisfactory performance <input type="checkbox"/> Improvement needed <input type="checkbox"/> Unsatisfactory performance		
Comments:			
Signature of Part-time Faculty: <small>(attesting they have reviewed this completed form)</small>		Date:	
Signature of Administrator:		Date:	

- This Original copy and the part-time faculty instructor's self-evaluation is forwarded to Human Resource Services for inclusion in their personnel file.
- If you have questions or want to discuss the evaluation with the Dean, please feel free to call or make an appointment.
- If you, the part-time faculty member, wish to respond to your evaluation for inclusion in your personnel file in HRS, you have 15 working days to provide the written response.

Administrative Response to Part-time Counselor or Non-Teaching Part-time Faculty Evaluation

Part-time Name:		Semester:	
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1. Review by Division Chair:	Yes	No
I have reviewed the evaluation:	<input type="checkbox"/>	<input type="checkbox"/>
Comments:		
Signature of Division Chair:		Date:

2. Review by Dean, Academic Services or Area Dean	
Evaluation demonstrates:	<input type="checkbox"/> Satisfactory performance <input type="checkbox"/> Improvement needed <input type="checkbox"/> Unsatisfactory performance
Comments:	
Signature of Part-time Faculty:	Date:
Signature of Administrator:	Date:

- This Original copy and the part-time counselor or non-teaching part-time faculty self-evaluation is forwarded to Human Resource Services for inclusion into their personnel file.
- If you have questions or want to discuss the evaluation with the Dean, please feel free to call or make an appointment.
- If you, the part-time counselor or non-teaching part-time faculty member, wish to respond to your evaluation for inclusion in your personnel file in HRS, you have 15 working days to provide the written response.



APPENDIX T

**COSAFA Cancelled Class
Compensation Form**

This form is to be used when a part-time faculty member is bumped by a full-time faculty member. This form will also be used if a part-time faculty member's class is cancelled two weeks before or after the start of the semester.

1. Class scheduled to teach which has been cancelled.			
CRN:		Semester:	
Course Title		Meeting Day(s)	Meeting Time(s)
Instructor:			
Banner ID:		Date Cancelled:	

2. In order to be appropriately compensated, please complete the following:	
Number of days met with the class:	
Date(s) met with the class:	

3. Please route form in the following order: Dean, Academic Services, and Payroll.		
The above is a true statement of the hours worked by the faculty member.		
Approved by Dean		Date:

To be completed by Academic Services Office	Payroll Information:
Total Lecture Hours	
Total Lab/Activity Hours	
Total Stipend	
Date forwarded to Payroll (Date/Initial)	