

Tentative Agreement

between the

Sequoias Community College District

and the

**College of the Sequoias Adjunct Faculty Association/
University Professional and Technical Employees**

on a

New Collective Bargaining Agreement (July 1, 2024, through June 30, 2027)

FACTS

1. The Sequoias Community College District (“District”) and the College of the Sequoias Adjunct Faculty/University Professional and Technical Employees (“COSAFA”) are parties to a collective bargaining agreement defining the terms and conditions of employment relating to part-time faculty bargaining unit members.
2. The District and COSAFA are currently operating under a three-year, collective bargaining agreement (July 1, 2021, through June 30, 2024).
3. Pursuant to this collective bargaining agreement, both parties sunshined initial successor collective bargaining proposals at the February 12, 2024, Board of Trustees meeting.
4. At the March 11, 2024, Board of Trustees meeting, a public hearing was held on the District and COSAFA’s initial successor collective bargaining proposals.
5. The District and COSAFA met and negotiated on: May 17, 2024; June 12, 2024; June 24, 2024; June 26, 2024; July 2, 2024; July 8, 2024; July 16, 2024; July 23, 2024; August 6, 2024; August 21, 2024; August 28, 2024, and August 30, 2024.

AGREEMENTS

1. For the 2024-2025 academic year, the Part-Time Faculty Salary Schedule (Appendix B) will be increased by an additional 2.07% effective August 1, 2024.
2. For the 2025-2026 academic year, the Part-Time Faculty Salary Schedule (Appendix B) will be increased by 1% plus the funded Cost of Living Adjustment (COLA) published for California Community Colleges in the Adopted State Budget for 2025-26.
3. For the 2026-2027 academic year, the Part-Time Faculty Salary Schedule (Appendix B) will be

increased by 1% plus the funded Cost of Living Adjustment (COLA) published for California Community Colleges in the Adopted State Budget for 2026-27.

4. Effective August 1, 2024, the following language changes/deletions within the COSAFA Master Agreement shall take effect (*Note: new master agreement language is boldfaced and underlined, while deleted master agreement language is struck through. Articles/Sections not referenced shall remain status quo*):

4.1 Adjunct faculty will normally be assigned for **up to 67 percent per semester** of a regular ~~faculty~~-full-time **faculty** assignment ~~or less~~. Upon recommendation and approval of the District administration, adjunct faculty may be assigned/employed for a greater ~~percentage~~ than 67 percent **in a semester**; however, in no event shall an adjunct-faculty member be assigned/employed for ~~more~~ **greater** than 67 percent of a regular ~~faculty~~-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 ~~for the year~~ 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, ~~loading for full-time faculty members shall be computed according to the following loading factors:~~

One contact hour of lecture = 1.00 LHE

One contact hour of lab = 0.75

One contact hour of activity = 0.70 LHE

One contact hour of noncredit = 0.50 LHE

4.2.2 Human Resource Services shall maintain and distribute to the Union and post on its web page **once per semester**, an adjunct faculty seniority list, within each Discipline. The "seniority" list shall be ranked by date of first paid service to the district ~~and the number of consecutive semesters without a voluntary break in service thereafter~~. Ties in service shall be broken ~~by random log (as established and determined by the Union President)~~, **using the last four digits of an adjunct faculty member's social security number or tax identification number (if the adjunct faculty member does not have a social security number), where the lower number gets higher seniority.** ~~and~~ 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 an Adjunct Instructor Availability Form **electronically** (Appendix ~~H~~ and, also, available online at www.cos.edu) ~~and a seniority list to adjunct faculty members~~. This form is designed to provide a mechanism by which the District can be advised of the future availability of a given adjunct faculty member for continued employment and, also, the courses the adjunct faculty member prefers to teach.

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:** ~~are those as a result of~~ course cancellation, courses that “do not make,” ~~or the~~ 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 adjunct faculty member’s availability, or they are on approved medical leave.**

4.2.4 **Adjunct 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, an adjunct 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 Adjunct 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 adjunct faculty member’s personnel file located in Human Resource Services. All efforts will be made to give an adjunct faculty member preference to continue course(s) s/he has 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 adjunct 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 adjunct member the right to a minimum or maximum level of assignment, nor guarantee the adjunct 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 §4.2.67.1 and Article VIII.

4.2.5.3 ~~Once an adjunct faculty member has signed an offer form, a~~ **A** full-time faculty member shall not “bump” that adjunct faculty member to gain/retain an over-load assignment. However, if a full-time faculty member’s class is canceled, seniority will be considered in the management decision of which adjunct class to take. **COSAF A shall be notified when any adjunct faculty will need to be bumped for a full- time faculty member to make load.**

4.2.6 **The Office of Academic Services shall notify adjunct faculty by email before class schedule verification forms are to be distributed and thereafter, shall email the class schedule verification forms to each adjunct 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 adjunct 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 adjunct faculty member. This shall constitute the adjunct faculty member’s final class schedule.**

4.2.67 Loss of Employment Rights

Adjunct faculty members are considered “probationary” during their first two (2) semesters of teaching at the District. As a probationary employee, an adjunct faculty member may be terminated at any time during the semester at the District’s discretion. ~~Additionally, the District may elect not to offer a teaching contract to a probationary adjunct faculty member following his/her 1st or 2nd teaching semester.~~

If an adjunct faculty member receives a third semester assignment, that assignment is provisionary until two (2) calendar weeks after the second semester ends. However, once an adjunct faculty member completes a two (2) semester probationary period ~~and is offered a 3rd semester teaching contract~~, that adjunct faculty member shall retain employment rights as long as s/he continues to satisfactorily perform his/her responsibilities and continues to receive regular assignments.

~~Provisions of 4.2.6 shall not be subject to the grievance procedure.~~

4.2.67.1 Employment rights will be withdrawn if an adjunct faculty member receives two (2) unsatisfactory evaluations within any five-year period.

4.2.67.2 **Two weeks after verification forms are sent out via email, the adjunct faculty member is considered to have accepted the assignment.**

Employment rights may be withdrawn if the adjunct 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.).

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

~~4.2.6.4 The final decision of any disputes shall be made by the appropriate administrator and Human Resources.~~

~~4.2.6.5~~ 4.2.67.4 Performance appraisals and investigations shall be done in concurrence with Human Resources Department procedures.

4.2.78 Non-teaching unit members

4.2.78.1 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.

4.2.89 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.

4.2.910 Online Course Instruction

4.2.910.1 ~~Qualifications to Teach Online Courses~~ **Certifications to Teach in Distance Education Format**

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

~~4.2.9.1.2~~ **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. Adjunct faculty members **hired after this date** will be deemed qualified to teach **a course in online modality courses (or a session of a course if a hybrid)** if one of the following criteria are met:

- (a) The adjunct faculty member has successfully completed **an external** course, or series of courses, in online pedagogy approved by the **Distance Education Committee (DECOS)** District. An adjunct faculty member may present evidence of equivalent training for approval by **DECOS** the District.
- (b) The adjunct faculty member has successfully completed the **local** training **of no more than 40 hours** in online teaching approved by **Academic Senate and adopted** provided by the District.
- (c) ~~The adjunct faculty member has taught an online course within the three year period prior to requesting such an assignment.~~

4.2.10.2 Online Teaching Update:

In order to be up to date with current regulations, all adjunct 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 adjunct faculty member may choose one of the following paths for their Online Teaching Update:**

- (a) The adjunct 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 adjunct faculty member may successfully complete a course, or series of courses, in online pedagogy approved by DECOS within the last four (4) years. An adjunct faculty member may present evidence of equivalent training for approval by the DECOS.**
- (c) The adjunct 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 adjunct 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, adjunct 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**

Adjunct 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 adjunct faculty member who completes certification (initial or update) shall be compensated at the hourly lab rate not to exceed \$3000. This may only be done once per adjunct faculty member and only for local training or peer review process.

(b) Trained peer reviewers shall be paid 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 Adjunct 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 adjunct faculty.

- 4.3.1 c. Evaluation of student performances **as outlined in the Course Outline of Record ("COR")** including ~~quizzes, comprehensive examinations, term papers, and laboratory experiment.~~
- g. Performing student learning outcomes (SLO) and service area outcomes (SAO) activities ~~to~~ **may** include:
4. Using SLO/SAO assessment results to ~~make improvements~~ **guide changes in curriculum and lesson planning for future terms.**
6. **When requested and granted access, e**ntering all SLO/SAO data into the ~~TracDat~~ **District's Management Information** system in order to make the results available to appropriate constituencies.
- 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.

4.3.6 Unit members shall prepare and ~~shall~~ 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 ~~and for which units are to be counted in the determination of the instructional load.~~ The syllabus shall ~~list outline~~ 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 ~~two (2)~~ **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.

4.4.1 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 Adjunct faculty members will be paid at the lab/activity rate for any work conducted in accordance with 4.4.1.

4.6.2 At its discretion, the District may solicit adjunct 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 \$25/flex hour rate in Appendix B per hour** unless negotiated otherwise. **Unit member 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 ~~A maximum of two unit members per District Governance Senate, Academic Senate and/or Faculty Enrichment Committee (FEC) may attend the monthly meetings of these committees and shall be compensated at the rate of \$25/hr., for up to two hours per meeting.~~

Adjunct faculty members may serve on participatory governance as outlined in the District's governance manual. The District shall pay for this participation in District Governance Senate, Academic Senate and/or FEC committee meetings 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 **the District** timesheets verifying attendance at ~~District Governance Senate, Academic Senate and/or FEC~~ 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.**

4.8 **Large Class Size**

4.8.1 **An adjunct faculty member may decline a large class assignment without being penalized. In accordance with 4.2.3, the adjunct 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, adjunct 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 wait class 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 adjunct 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. Adjunct faculty members shall not be penalized for not submitting a Summer availability form.

ARTICLE V Office Space

5.1 Adjunct Faculty Room

An adjunct 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 adjunct 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 adjunct faculty members.

7.1 Adjunct 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 Adjunct faculty members, however, may attend any Flex activity offered by the District or FEC throughout the year, ~~but doing so is strictly voluntary.~~

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 Adjunct 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, an adjunct faculty member must fill out a District Time Sheet and submit **according to the process developed and adopted by FEC** ~~the District Time Sheet to Payroll.~~

b) The adjunct 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 ~~and limited to four~~

~~hours for the day.~~ To receive compensation for attending either Convocation and/or the Division meetings immediately before or after Convocation, an adjunct faculty member must sign in at the applicable event.

- 7.1.3 Compensation, if applicable, for attendance at a Flex **approved** activity ~~offered by the District~~ shall be paid in accordance with the Adjunct Faculty Schedule (Appendix B).
- 7.1.4 The District shall provide FEC an annual budget of ~~\$60,000~~ **\$85,000** to compensate adjunct faculty members for attending District- approved **and** FEC activities. Unused monies (~~up to a maximum of \$10,000~~) 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.

8.2.1 The entire evaluation process shall be completed by the end of the **18th** ~~15th~~ week of the semester.

8.4.1 Adjunct Faculty Classroom Observation (Appendix ~~RO~~), **counseling faculty (Appendix P)**;

8.4.2 ~~Adjunct Faculty Student Evaluation Questionnaire (Appendix OL/N).~~ **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 administrating 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 adjunct faculty, the student questionnaire collection period shall not exceed two weeks, unless jointly agreed upon by the adjunct faculty member and Dean.**

8.4.2.2 Adjunct faculty in the Public Safety Training FSA [Fire Technology and Police Science] will be evaluated using the student questionnaire developed by that Department (Appendix ~~PM~~).

8.4.2.3 Adjunct clinical faculty in the Nursing Division will be evaluated using the student questionnaire developed by that Department (Appendix ~~OL~~).

8.4.3 **After being informed that they are to be evaluated, adjunct 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 adjunct librarian faculty**

member and their evaluator will jointly determine the method and duration of student evaluations.

8.4.34 Adjunct Faculty Summary Self Evaluation (Appendix **SQ** for teaching faculty and Appendix **FR** for adjunct counselors or non-teaching adjunct faculty).

8.4.34.1 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 adjunct 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 adjunct faculty performance.

8.4.45 Administrative Response to Adjunct Faculty Evaluation (Appendix **US** for teaching faculty and Appendix **VT** for adjunct counselors or non-teaching adjunct faculty).

8.4.45.1 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.

Article X Grievance Procedure

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.

10.1.2 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.

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

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.

11.1.4 ~~Every adjunct faculty member shall notify his/her Dean/Director or his/her designee whenever the adjunct faculty member is or will be absent from duty.~~ **If an adjunct 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, adjunct faculty members should also notify students of class cancelation.**

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 An adjunct 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 adjunct faculty member and mutually agreed upon with the dean.

11.1.4.4 When classes and/or duties of an absent adjunct faculty member are covered by another qualified faculty member and the absent adjunct 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, adjunct faculty can work with their dean to reschedule any missed office hours.

11.1.4.6 Upon returning from a leave, adjunct faculty members must submit an absence form (Appendix C) by the 10th of the month.

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 his/her salary.

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

11.3.5 Leaves of absence will be granted to adjunct faculty members called for jury duty in the manner provided by law. ~~A unit member who has received leave of absence for jury service shall be available for work during hours when the unit member's presence is not required in court.~~

11.3.5.1 Proof of service shall be presented to the Human Resource Services Office, if so requested, upon return to duty.

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 of this catastrophic illness from a health care provider their physician and concurred by the District through the Office of Human Resource Services.~~

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

11.5.7.3 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 ~~50~~ **30** hours of accrued sick leave. The bargaining unit member will donate in 2- hour blocks of leave credit at any one time.

12.1.1 Advancement on the salary schedule will occur in the Fall of each academic year. If in any academic year, an adjunct faculty member teaches either Fall or Spring semester, or both semesters, the adjunct 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 ~~\$90,000~~ **\$125,000** per academic year to fund office hours for adjunct faculty members. Unused monies (up to a maximum of ~~\$10,000~~ **\$20,000**) will roll over into the following academic year. In order to be paid, the adjunct faculty member must submit their timesheet each semester by **the deadline set by the Office of Academic Services** ~~December 1 for fall and by May 1 for spring.~~

12.1.2.1 Upon request, the District shall provide COSAFA with a report of current office hour balances.

12.3.2. The head coach who is the instructor of record for that sport will receive a stipend of ~~\$5,000~~ **\$6,000.00** for that sport, which, in addition to coaching, is intended for off-season recruiting, conditioning and team coordination. The ~~\$5,000~~ **\$6,000.00** shall be paid in pro-rated amounts over the course of the academic year (10 months).

~~12.3.3 A Doctoral Stipend of \$1 per hour will be added to the hourly rate of pay for an adjunct faculty member who holds a doctoral degree from an accredited college.~~

12.3.3 Adjunct 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.

12.4.1 In consideration of time spent preparing to teach a class, adjunct faculty members whose class is cancelled (either ~~one week~~ **two weeks** prior to the class scheduled start date or within two weeks after the class began), **or an adjunct 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 ~~\$250.00~~ **\$500** per class cancelled/**bumped**. In addition, an adjunct faculty member whose class is cancelled **or who is bumped** within two weeks after the class began will be compensated at his/her applicable hourly rate for the total time that the adjunct faculty member actually meets with the class. (See Appendix ~~WU~~).

12.7 **Occasionally, the District will request adjunct faculty members to complete work outside of the adjunct faculty member's normal duties. Such work will not be considered part of the adjunct faculty member's workload as defined within Section 4.1. While an adjunct faculty member has the right to refuse such work, if accepted, the adjunct 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 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 XVIII XIX
Nondiscrimination

189.1 The work environment shall be free of unlawful discrimination and harassment including sexual harassment and all forms of sexual intimidation and exploitation.

189.2 ~~Forms of unlawful discrimination and harassment include that which is based on any of the following statuses: ethnic group identification, race, color, religion, ancestry, national origin, physical or mental disability, sex (i.e. gender), or sexual orientation.~~

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.

189.3 ~~Appendix K~~ **Article XX** outlines the procedures for investigating and processing a complaint of discrimination and/or harassment.

Appendix J Article XX

Discrimination and Harassment Complaint Procedures

AP-3430

M.120.1 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.

Reference: ~~Education Code sections 2.2.1, 66252, 66M2.5;~~

~~Government Code sections 12900 – 12996;~~

~~Labor Code sections 1101, 11021;~~

~~California Code of Regulations, Title 5, Section 59320~~

~~42 U.S.C. sections 2000d, 2000e et. seq. (Title VI, VII)~~

~~42 U.S.C. section 2000h – 2 (Title IX)~~

~~Title 5, section 59320, et. seq.~~

M.2 Purpose

~~College of the Sequoias is committed to providing an academic and work environment free of unlawful discrimination and harassment. This procedure defines unlawful discrimination and harassment, including sexual harassment, and sets forth a procedure for the investigation and resolution of complaints of discrimination and harassment by or against any staff or faculty member or student within the College.~~

M.3 Definition of Unlawful Discrimination and Harassment

M.3.1 Definition

~~Unlawful discrimination and harassment is defined as discrimination or harassment on the basis of ethnic group identification, national origin, religion, age, sex (i.e. gender) race, color, ancestry, sexual orientation, physical or mental disability, or the perception that a person has one or more of the foregoing characteristics.~~

M.4 Definition of Sexual Harassment

M.4.1 Definition

~~Sexual harassment is defined as unwelcome acts of a sexual nature including sexual advances, requests for sexual favors and/or other verbal or physical conduct including written communications of an intimidating, hostile or offensive nature, or action taken in retaliation for the reporting of such behavior when:~~

~~M.4.1.1 Submission to such conduct, either explicitly or implicitly, is made a term or condition of an individual's employment, academic status or progress; or~~

~~M.4.1.2 Submission to or rejection of such conduct by an individual is~~

used as the basis for employment, promotion, transfer, selection for training, performance or academic evaluation decisions; or

M.4.1.3 Such conduct has the purpose or effect of creating an intimidating, hostile or offensive working or educational environment or substantially interferes with an employee's work performance or a student's academic performance; or

M.4.1.4 Submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available through the College.

M.4.2 Kinds of Sexual Harassment

The definition of sexual harassment encompasses two kinds of sexual harassment.

M.4.2.1 "Quid pro quo" sexual harassment occurs when a person in a position of authority makes education or employment benefits conditional upon an individual's willingness to engage in or tolerate unwanted sexual conduct.

M.4.2.2 "Hostile environment" sexual harassment occurs when unwelcome conduct based on sex is sufficiently severe or pervasive so as to alter the conditions of an individual's learning or work environment, unreasonably interferes with an individual's academic or work performance, or creates an intimidating, hostile, or abusive learning or work environment. The victim must subjectively perceive the environment as hostile, and the harassment must be such that a reasonable person of the same gender would perceive the environment as hostile.

M.5 Examples of Sexual Harassment

Sexual harassment can consist of virtually any form or combination of verbal, physical, visual or environmental conduct. It need not be explicit or even specifically directed at the victim. Sexually harassing conduct can occur between people of the same or different genders. The standard for determining whether conduct constitutes sexual harassment is whether a reasonable person of the same gender as the victim would perceive the conduct as harassment based on sex.

M.5.1 Verbal Sexual Harassment

Verbal sexual harassment may include, but is not limited to:

- a. Inappropriate or offensive remarks, slurs, jokes or innuendoes based on a person's protected status;

- b. Inappropriate comments regarding an individual's body, physical appearance, attire, sexual prowess, marital status or sexual orientation;
- c. Unwelcome flirting or propositions;
- d. Demands for sexual favors;
- e. Verbal abuse, threats or intimidation of a sexual nature;
- f. Sexist, patronizing or ridiculing statements that convey derogatory attitudes about a particular gender or sexual orientation.

M.5.2 Physical Sexual Harassment

Physical sexual harassment may include, but is not limited to:

- a. Inappropriate or offensive touching;
- b. Sexual assault, or coerced sexual intercourse or other sexual acts;
- c. Physical interference with free movement or blocking another person;
- d. Kissing, patting, fondling, lingering or intimate touches, grabbing, pinching, leering suggestively, unnecessarily brushing against another person;
- e. Sexual gestures;
- f. Acting in a provocative manner.

M.5.3 Visual or Written Sexual Harassment

Visual or written sexual harassment may include, but is not limited to:

- a. The display or circulation of offensive, sexually oriented or other discriminatory visual or written materials;
- b. Posters, cartoons, drawings, graffiti, or other reading materials of a sexual nature;
- c. Computer graphics or electronic media transmissions of a sexual nature.

M.5.4 Environmental Sexual Harassment

An academic or work environment that is permeated with sexually oriented talk, innuendo, insults or abuse not relevant to the subject matter of the class or activities on the job. A hostile environment can arise from an unwarranted focus on sexual topics or sexually suggestive statements in the classroom or work place. An environment may be hostile if unwelcome sexual behavior or other harassing behavior based on a protected status is directed specifically at an individual or if the individual merely witnesses unlawful harassment in his or her immediate surroundings.

~~The determination of whether an environment is hostile is based on the totality of the circumstances, including such factors as the frequency of the conduct, the severity of the conduct, whether the conduct is humiliating or physically threatening, and whether the conduct unreasonably interferes with an individual's learning or work.~~

~~M.5.5 Relationships~~

~~Romantic or sexual relationships between supervisors and employees, or between administrators, faculty or staff members and students are discouraged. There is an inherent imbalance of power and potential exploitation in such relationships. A conflict of interest may arise if the administrator, faculty or staff member must evaluate the student's or employee's work or make decisions affecting the employee or student. The relationship may create an appearance of impropriety and lead to charges of favoritism by other students or employees. A consensual relationship may change, with the result that sexual conduct that was once welcome becomes unwelcome and harassing. By definition, sexual harassment is not within the course and scope of an individual's employment with the College.~~

~~M.5.6~~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.

~~M.6~~20.3

Complaint Procedure for Investigation and Resolution of Claims of Harassment

~~M.6.1~~20.3.1 Informal Complaint Procedure

~~M.6.1.1~~20.3.1.1

The College Complaint Officer as identified in Section ~~19.3.2.2~~ 20.3.2.2 below shall undertake, where possible, to informally

resolve charges of unlawful discrimination or harassment;

~~M.6.1.2~~**20.3.1.2**

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

~~M.6.1.3~~**20.3.1.3**

The College Complaint Officer shall also notify complainant that s/he 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 ~~Department of Fair Employment and Housing~~ **California Civil Rights Department**.

~~M.6.1.4~~**20.3.1.4**

If the complainant declares his/her 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.

~~M.6.1.5~~**20.3.1.5**

The College Complaint Officer shall assure the complainant that s/he will not be required to confront or work out problems with the person accused of unlawful discrimination or harassment.

~~M.6.1.6~~**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.

~~M.6.1.7~~**20.3.1.7**

Effort at informal resolution may continue after the filing of a formal written complaint.

M.6.2.20.3.2 Filing a Complaint

M.6.2.120.3.2.1 Complaint Form

A complaint may be filed directly with the Chancellor's Office using the Chancellor's Office complaint form (Appendix N). 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.

M.6.2.220.3.2.2 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 Officer 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.

M.6.2.320.3.2.3 Written Complaint

A student, staff or faculty member who believes he or she has 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 he or she has 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 his/her 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 his/her credibility or the severity of his/her 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.

M.6.320.4 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.

M.6.4.20.5

Investigation Process

M.6.4.20.5.1

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 ~~telephone~~ **email** that a harassment complaint has been lodged against him/her and that s/he is 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 ~~telephone~~ **email** to alert the union that the employee may need assistance with regard to a harassment complaint. Within one (1) working day of notice to the accused employee and his/her 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.

M.6.4.20.5.2

Analysis of Information Gathered

The 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.

M.6.4.320.5.3

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.

M.6.4.420.5.4

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.

M.6.520.6

Appeal Process

M.6.5.120.6.1

Board of Trustees

If the complainant is not satisfied with the result of the Complaint Officer's determination, s/he 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.

~~M.6.5.2~~ **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 his or her 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. ~~As set forth in Section M.5.1.2, t~~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.

~~M.6.5.3~~ **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.

~~M.6.6~~ **20.7** Remedial Action

~~M.6.6.1~~ **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.

~~M.6.6.2~~ **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 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.

~~M.6.6.3~~**20.7.3**

Right to Grieve

An adjunct 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 s/he has 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.

~~M.6.6.4~~**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 his/her 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.

~~M.6.7~~**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; ~~and they will sign a statement (Appendix M) acknowledging that they have received the policy and procedures. The signed statement will be placed in the employee's personnel file. In addition, the most current policy and procedures will be incorporated into the College's General Catalog and orientation materials for new students.~~

M.6.820.9

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 ~~XVII~~ **XX**.

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

ARTICLE XIX XXI
Organizational Security / Dues

~~1921.1~~ It is the expressed intention of the parties that the provisions of this article respectfully balance the rights of individual employees and the right of the parties to enter into a "fair share service fee" agreement. However, membership in the Union shall be the personal choice of each employee in the bargaining unit. This Section provides for membership dues or fair share service fee 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/~~fair share service fee~~ deductions.

~~1921.1.1~~ Dues/~~Fair Share~~/Service Fees

No later than thirty (30) days following the implementation of this Section the District shall begin deducting membership dues for members ~~and fair share service fees for non-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. ~~All processes for deducting membership dues for members or fair service fees for non-members shall be compliant with applicable law — currently found within the United States Supreme Court decision in Janus v. AFSCME case of June 27, 2018.~~ **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.

1921.1.2 District Responsibilities

With respect to all sums deducted by the District pursuant to this MOU/Agreement, whether for membership dues ~~or fair share service fees~~, 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/~~fees~~ deducted.

~~19.1.3~~ Religious Beliefs

~~An employee who is a verified member of a religious body within the meaning of Section 3546.3 of the Government Code shall not be required to financially support the Union as a condition of employment. Such employee, in lieu thereof, shall file a detailed written objection with the Union and the District, establishing the basis for the religious exemption and a request that the Union pay a sum equal to his/her fair share service fee to one of three (below) non-religious, non-labor, charities exempt from taxation under Section 501 (c)(3) of Title 26 of the Internal Revenue Code, designated and mutually agreed upon by the Union and the District. If accepted, the Union agrees to forward such amounts to the designated charity-~~

- ~~* College of the Sequoias General Scholarship Fund~~
- ~~* Pediatric Aids Foundation~~
- ~~* American Red Cross~~

~~a. Any employee claiming religious exemption as set forth above, and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.~~

1921.1.43 Union Responsibilities

The Union will provide to the District the formula for calculating membership dues for members ~~and fair share service fees for nonmembers~~. Any changes in the amount of dues/~~fees~~ 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.

1921.1.54 Indemnification and Hold Harmless

It is specifically agreed that the District assumes no obligation with respect to the union dues ~~and fair share service fees~~ 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 ~~XX~~ XXII

Duration

202.1 Term of Agreement:

This Agreement shall be effective July 1, 20214 and shall remain in effect through June 30, 20247.

202.2 Continuation of Agreement

If the District and COSAFA have not executed a successor to this Agreement by its expiration on June 20, 20247, applicable laws and regulations shall govern until a Successor Agreement is negotiated.

LARGE LECTURE COMPENSATION SCHEDULE

# of Students	Semester Stipend based upon (WCH)*
41-49	\$100 <u>\$125</u>
50-59	\$200 <u>\$250</u>
60-69	\$300 <u>\$375</u>
70-79	\$400 <u>\$500</u>
80+	\$500 <u>\$625</u>

For Example:	
40-49 students	@ 3 WCH = \$100 <u>\$125</u> X 3 = \$300 <u>\$375</u> stipend per semester
80+ students	@ 3 WCH = \$500 <u>\$625</u> X 3 = \$1500 <u>\$1875</u> stipend per semester

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

Adjunct Instructor Availability Form

Appendix **H**

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

We are about to begin planning for the ____ schedule. Please complete this form and return it to your **Division Chair** by the above date. Failure to return this form may jeopardize your continued employment with COS (COSAF/CWA Master Agreement; §§4.2.2.1, 4.2.2.2).

Name: →			
Address: →			
Home Phone: →		Email Business Phone: →	
Preferred method of contact The best hours to call are: →			

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
Are you available to teach summer sessions?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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 adjunct instructors are able to teach online courses under section 4.2.9 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

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

5: I am keeping up with the work. I am doing all of the assignments, quizzes, exams, and submit them on time.

4: I am keeping up with most of the work. I am doing most of the assignments, quizzes, and exams and submit them on time.

3: 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.

2: I'm 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.

1: I am behind in the course and/or no longer passing and am no longer trying to catch up.

5-Strongly agree 4-Agree 3-Disagree 2-Strongly disagree 1-Not Applicable

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

Free response (make required):

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?

Public Safety Training Department Student Questionnaire ~~Instructor Evaluation~~

College of the Sequoias
Public Safety Training Department
~~Instructor Evaluation~~

Student Questionnaire

Course: _____

Topic: _____

Date of Session: _____

~~EVALUATION CRITERIA~~

A	B	C	D	E
Strongly Agree	Agree	Neither Agree Nor Disagree	Disagree	Strongly Disagree

~~5-Strongly agree 4-Agree 3-Disagree 2-Strongly disagree 1-Not Applicable~~

1. The instructor was knowledgeable in the subject matter. A B C D E
2. The instructor's presentation was well organized..... A B C D E
3. The instructor answered questions adequately..... A B C D E
4. The instructor used training aides effectively..... A B C D E
5. The instructor communicated effectively..... A B C D E
6. The instructor encouraged participation and interaction..... A B C D E
- ~~7. The instructor's overall appearance (clothing and grooming) was professional and appropriate..... A B C D E~~
87. The instructor's presentation adequately addressed the course performance objective(s)..... A B C D E
- ~~9. The instructor conveyed enthusiasm toward the topic..... A B C D E~~
408. Overall, I am satisfied with this session..... A B C D E

Student Questionnaire for Academic Counselors-Appendix N

For questions 1-8, the answer choices are: Yes, No, N/A

1. **My counselor established a genuine and sincere rapport with me.**
2. **My counselor was a good listener and understood my needs.**
3. **My counselor answered my academic questions and recommended appropriate courses.**
4. **My counselor answered questions regarding careers, graduation, transfer information and/or personal issues satisfactorily.**
5. **My counselor clearly explained the purpose and use of my educational study plan.**
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.)**
7. **Overall, my meeting with this counselor was helpful and positive.**
8. **Would you recommend this counselor to a fellow student?**
9. **Approximate number of meetings with this counselor: (Answer choices: 1, 2, 3, 4 or more)**
10. **Additional comments:**

OBSERVATION FORM CLASSROOM FACULTY (Classroom and Nursing)-Appendix O

RATING KEY:

S: Satisfactory

NI: Needs Improvement

U: Unsatisfactory

NA: Not applicable*

***Receiving NA shall not reflect negatively on the evaluation**

Instructor: _____ **Evaluator:** _____

Class/Section: _____ **Date** _____ **Scheduled Time:** _____

Number of Students Attending: _____ **Time Class Began:** _____

Subject Matter Covered (e.g., the primary subject matter focused upon during the session):

S: Satisfactory

NI: Needs Improvement

U: Unsatisfactory

NA: Not Applicable

		<u>Comments or examples of behavior</u>
1. <u>Methods of Instruction</u> a. <u>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).</u>		
RATED SECTION	Rating	<u>Comments or examples of behavior</u>
b. <u>The instructor uses instruction method(s) in a way that enables students to engage with the material.</u>		
2. <u>Instructional Aids and Classroom Technology</u> <u>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.</u>		
3. <u>Instructional Materials</u> a. <u>The instructor provides the materials (i.e., handouts) necessary for the lesson to be completed.</u>		

<u>RATED SECTION</u>	<u>Rating</u>	<u>Comments or examples of behavior</u>
<u>b. The materials are current</u>		
<u>c. The materials support the lesson</u>		
<u>4. Knowledge of Subject Matter</u> <u>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.</u>		
<u>5. Subject Matter</u> <u>The subject matter presented contributes to the course objectives in the course outline of record (COR)</u>		

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

	<u>Comments or examples of behavior</u>	
7. Content Logic a. Describe how the class period is organized.		
<u>RATED SECTION</u>	Rating	<u>Comments or examples of behavior</u>
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:

<u>RATED SECTION</u>	<u>Rating</u>	<u>Comments or examples of behavior</u>
<u>a. Listens to the students.</u>		
<u>b. Encourages all students to participate in discussion or activity.</u>		
<u>c. If applicable, allows students to express divergent viewpoints.</u>		
<u>9. Critical Thinking Skills</u> <u>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.)</u>		

OBSERVATION FORM

ACADEMIC COUNSELOR-Appendix P

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.): _____

RATING KEY:

S: Satisfactory

NI: Needs Improvement

U: Unsatisfactory

NA: Not Applicable

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

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

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:

<u>Rated section</u>	<u>Rating</u>	<u>Comments or examples of behavior</u>
<u>a. Actively and effectively listened to the counselee.</u>		
<u>b. Answered questions clearly.</u>		
<u>c. Provided counselee follow-up options.</u>		
<u>d. Maintained counselee confidentiality.</u>		
<u>e. Treated counselee respectfully and with sensitivity.</u>		
<u>f. Fostered a climate of respect and empathy.</u>		
<p><u>7. Critical Thinking and Independence: The counselor encouraged critical thinking and independence. Ways to promote critical thinking include but are not limited to:</u></p> <ul style="list-style-type: none"> • <u>Asking open-ended questions</u> • <u>Promoting independent thinking and encouraging independent research of educational/career options.</u> 		

APPENDIX **RQ**
Adjunct Faculty Summary Self Evaluation

Adjunct 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?

Adjunct Counselor or Non-Teaching Adjunct Faculty Summary Self Evaluation

Adjunct Counselor or Non-Teaching Adjunct 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 adjunct faculty member.

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?

Administrative Response to Adjunct Faculty Evaluation

Instructor:	Semester:		
1. Review by Division Chair:		Yes	No
I have reviewed the evaluation and recommend approval:			
After review, I am returning the evaluation to the adjunct faculty member for additional/further self evaluation and/or comments:			
Syllabus is appropriate and on file in Division Office:			
Comments:			
Signature of Division Chair:		Date:	
2. Review by Dean, Academic Services or Area Dean		Yes	No
Evaluation Reviewed:			
	Satisfactory	Unsatisfactory	
Maintains assigned teaching hours:			
Maintains reasonable supervision of students:			
Exercises reasonable safety practices:			
Syllabus is appropriate <u>follows requirements from the COSAFA contract,</u> and <u>is</u> on file in Dean's Office:			

Reports Professional responsibilities: (i.e. that include: rosters, grade sheets, drops, positive attendance reports, first day no show rosters, permanent rosters, and final grades, etc.) are accurate and meet appropriate District deadlines:		
Adjunct faculty member participated appropriately in the Student Learning Outcomes process:		
Evaluation demonstrates:	Satisfactory performance Improvement needed Unsatisfactory performance	
Comments:		
Signature of Adjunct Faculty: (attesting he/she has reviewed this completed form)		Date:
Signature of Administrator:		Date:

- This Original copy and the adjunct 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 adjunct 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 **UT**

Administrative Response to Adjunct Counselor or Non-Teaching Adjunct Faculty Evaluation

Adjunct Name:		Semester:	
---------------	--	-----------	--

1. Review by Division Chair:		Yes	No
I have reviewed the evaluation and recommend approval:		<input type="checkbox"/>	<input type="checkbox"/>
After review, I am returning the evaluation to the adjunct counselor or non-teaching adjunct faculty for additional/further self-evaluation and/or comments:		<input type="checkbox"/>	<input type="checkbox"/>
Comments:			
Signature of Division Chair:		Date:	

2. Review by Dean, Academic Services or Area Dean		Yes	No
Evaluation Reviewed:		<input type="checkbox"/>	<input type="checkbox"/>
	Satisfactory	Unsatisfactory	
Maintains assigned counseling or non-teaching hours:	<input type="checkbox"/>	<input type="checkbox"/>	
Maintains reasonable supervision of students:	<input type="checkbox"/>	<input type="checkbox"/>	
Exercises reasonable safety practices:	<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 Adjunct:		Date:	
Signature of Administrator:		Date:	

- This Original copy and the adjunct counselor or non-teaching adjunct faculty self-evaluation is forwarded to Human Resource Services for inclusion into his/her 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 adjunct counselor or non-teaching adjunct 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 VU



COSAFA Cancelled Class Compensation Form

~~This form is to be used when an adjunct faculty member's class is cancelled one week before the start of the semester or two weeks after the start of the semester.~~

This form is to be used when an adjunct faculty member is bumped by a full-time faculty member. This form will also be used if an adjunct 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:	
Low enrolled classes may not meet beyond the first session without the approval of the Dean.	

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

Appendix K

~~ACKNOWLEDGEMENT OF RECEIPT~~
of
~~BOARD POLICY 3430,~~
~~PROHIBITION OF UNLAWFUL DISCRIMINATION AND~~
~~HARASSMENT~~
and
~~COSAFA/UPTC COLLECTIVE BARGAINING AGREEMENT~~
~~APPENDIX L~~
~~[AP 3430 HARASSMENT COMPLAINT PROCEDURES]~~

My signature below indicates the following:

1. ~~I have received a copy of Board Policy 3430, Prohibition of Harassment and the COSAFA Master Agreement which contains Appendix K, Harassment Complaint Procedures.~~

2. ~~I (check one)~~

~~_____ have participated~~

~~_____ will participate~~

~~_____ in training offered by the College addressing my responsibilities and obligations related to this topic.~~

~~This document will be placed in my personnel file which is kept in the Human Resource Services Office.~~

PRINTED NAME: _____

SIGNATURE: _____

DATE: _____

Adjunct Faculty Student Evaluation Questionnaire

PARSURVEY®
STUDENT EVALUATION OF INSTRUCTION
(SEI MODULE)
©Economic Research, Inc. 1991
- [USE NO. 2 PENCIL ONLY] -

College of the Sequoias
Adjunct Faculty Student Evaluation
Questionnaire

Course: _____

Instructor: _____

Semester / Year _____

Directions: In order to improve/maintain effective teaching, both the instructor and administrators of the College would like your input. This evaluation is one method by which you can communicate your perceptions of the effectiveness of this course and the instructor.

Please provide comments on the reverse side of this Scantron form as they are very helpful.

Use No. 2 Pencil Only

Over for additional questions



Human Resources Services
P:\C O S A F \Neg\2003-2004\1987-Student Evaluation Questionnaire Scantron 11-19-03.doc

	0	1	2	3	4	5	6	7	8	9
	0	1	2	3	4	5	6	7	8	9
	0	1	2	3	4	5	6	7	8	9
	0	1	2	3	4	5	6	7	8	9
	0	1	2	3	4	5	6	7	8	9
	0	1	2	3	4	5	6	7	8	9
	0	1	2	3	4	5	6	7	8	9
	0	1	2	3	4	5	6	7	8	9
	0	1	2	3	4	5	6	7	8	9
	0	1	2	3	4	5	6	7	8	9

1	5	4	3	2	1
2	5	4	3	2	1
3	5	4	3	2	1
4	5	4	3	2	1
5	5	4	3	2	1
6	5	4	3	2	1
7	5	4	3	2	1
8	5	4	3	2	1
9	5	4	3	2	1
10	5	4	3	2	1
11	5	4	3	2	1
12	5	4	3	2	1
13	5	4	3	2	1
14	5	4	3	2	1
15	5	4	3	2	1
16	5	4	3	2	1
17	5	4	3	2	1
18	5	4	3	2	1
19	5	4	3	2	1
20	5	4	3	2	1
21	5	4	3	2	1
22	5	4	3	2	1
23	5	4	3	2	1
24	5	4	3	2	1
25	5	4	3	2	1
26	5	4	3	2	1
27	5	4	3	2	1
28	5	4	3	2	1
29	5	4	3	2	1
30	5	4	3	2	1
31	5	4	3	2	1
32	5	4	3	2	1
33	5	4	3	2	1
34	5	4	3	2	1
35	5	4	3	2	1

36		0	1	2	3	4					
A		0	1	2	3	4	5	6	7	8	9
		0	1	2	3	4					
B		0	1	2	3	4	5	6	7	8	9
37		0	1	2	3	4					
A		0	1	2	3	4	5	6	7	8	9
		0	1	2	3	4					
B		0	1	2	3	4	5	6	7	8	9

19. Please comment on any aspect of the course you would like to share with the instructor.

20. Please comment on any aspect of the college you would like to share.

21. General Comments.

Adjunct Faculty Clinical Observation (Nursing Division)

Category	Satisfactory	Needs Improvement	Not Observed	Not Applicable	Comments	
INTERACTIVE TECHNIQUES						
Encourages questions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Acknowledges all questions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Gives constructive, clearly stated, thoughtful answers.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Questions students to determine reasoning and understanding.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Encourages relevant student participation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Encourages and guides critical thinking and analysis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Displays flexibility and respect for the ideas of others.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
STUDENT RELATIONS						
Creates a feeling of genuine interest in student progress.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Class atmosphere reflects mutual respect and regard.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Ascertains that students understand difficult areas before moving on.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Helpful when students have difficulty.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Demonstrates sensitivity to the needs and feeling of others.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Able to handle student discipline.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Evaluator's Signature: _____

The signature below indicates this observation has been discussed with me but does not constitute consent or agreement. I understand I may prepare a narrative statement to be attached to this document.

Adjunct Faculty Member's Signature: _____

Date: _____

Adjunct Faculty Classroom Observation

College of the Sequoias

Faculty Name:	
Course:	
Evaluator:	

Date:	
Topic:	

Category	Satisfactory	Needs Improvement	Not Observed	Not Applicable	Comments
PLANNING					
Shows evidence of advanced preparation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Communicates objectives of the class session to the students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Provides clear and meaningful assignments related to content and objectives.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
COMMUNICATION TECHNIQUES					
Voice is clear and audible.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Use of vocabulary is appropriate to content and class level.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Clearly presents ideas, statements and objectives.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
PRESENTATION					
Presents class in an organized manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Uses class time effectively.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Emphasizes and summarizes major points.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Encourages independent thinking.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Demonstrates current knowledge of the subject.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Uses examples to clarify content.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Maintains student interest and attention.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Conveys a sense of enthusiasm.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Teaching methods enable students to achieve course objectives.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Uses media and audio visual materials.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Employs a variety of materials and techniques appropriate to varying abilities and backgrounds.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Makes realistic provisions for differences in ability, experience, physical handicap, and cultural values.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Category	Satisfactory	Needs Improvement	Not Observed	Not Applicable	Comments
INTERACTIVE TECHNIQUES					
Encourages questions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Acknowledges all questions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Gives constructive, clearly stated, thoughtful answers.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Questions students to determine reasoning and understanding.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Encourages relevant student participation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Encourages and guides critical thinking and analysis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Displays flexibility and respect for the ideas of others.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
STUDENT RELATIONS					
Creates a feeling of genuine interest in student progress	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Class atmosphere reflects mutual respect and regard.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Ascertain that students understand difficult areas before moving on.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Helpful when students have difficulty.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Demonstrates sensitivity to the needs and feeling of others.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Able to handle student discipline.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Evaluator's Signature: _____

The signature below indicates this observation has been discussed with me but does not constitute consent or agreement. I understand I may prepare a narrative statement to be attached to this document.

Adjunct Faculty Member's Signature: _____

Date: _____

Adjunct Faculty Salary Schedule 2024-2025

APPENDIX B

College of the Sequoias

Effective: August 1, 2024

Hourly Schedule

Lecture Classes

			A	B	C	D
Year	1		71.81	75.32	78.99	80.84
Year	2		73.56	77.15	80.94	82.77
Year	3		75.35	79.04	82.90	84.74
Year	4		77.18	80.97	84.94	86.79
Year	5		79.06	82.97	87.02	88.84
Year	10	Requires 10 years of service	81.04	85.04	89.20	91.06
Year	15	Requires 15 years of service	83.07	87.17	91.43	93.34
Year	20	Requires 20 years of service	85.15	89.35	93.72	95.67

Laboratory and Activity Classes

Non-Classroom

			A	B	C	D
Year	1		67.56	70.88	74.31	76.15
Year	2		69.20	72.60	76.08	77.94
Year	3		70.90	74.33	77.98	79.82
Year	4		72.62	76.16	79.86	81.72
Year	5		74.38	78.01	81.84	83.67
Year	10	Requires 10 years of service	76.24	79.96	83.89	85.76
Year	15	Requires 15 years of service	78.15	81.96	85.99	87.90
Year	20	Requires 20 years of service	80.10	84.01	88.14	90.10

Office Hour/Flex Hour

41.98

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

Adjunct faculty employees may petition for advancement on the Adjunct 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 adjunct 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.