

MASTER AGREEMENT
Between
COLLEGE OF THE SEQUOIAS
COMMUNITY COLLEGE DISTRICT
and

COLLEGE OF THE SEQUOIAS
ADJUNCT FACULTY ASSOCIATION/
UNIVERSITY PROFESSIONAL
& TECHNICAL EMPLOYEES
(COSAFA/UPTe)

MASTER AGREEMENT

JULY 1, 2019 THROUGH JUNE 30, 2022

Sequoias Community
College District



College of the Sequoias

TABLE OF CONTENTS

Article	Page
I. Agreement and Certification.....	1
II. District Rights	2
III. Union Rights	3
IV. Workload, Class Assignment, and Duties	5
V. Office Space.....	13
VI. Postings—Faculty Vacancy Notices	14
VII. Flex Hours.....	15
VIII. Performance Evaluation.....	17
IX. Personnel Files	19
X. Grievance Procedure	20
XI. Leaves of Absence.....	24
XII. Compensation.....	30
XIII. Waiver of Bargaining	34
XIV. Separability and Savings.....	35
XV. Successor Agreement	36
XVI. Settlement of Differences by Peaceful Means	37
XVII. Adjunct Faculty Disciplines.....	38
XVIII. Non-discrimination.....	39
XIX. Organizational Security / Dues	40
XX. Duration	43
 Appendix Number	
A. Certification Petition	45
B. Adjunct Faculty Salary Schedule	46
C. Adjunct Faculty Report of Absence	47
D. Grievance Form.....	48
E. Progression of Formal Grievance.....	49
F. Application for Adjunct Faculty Office Hours	50
G. Time Sheet for Adjunct Faculty Office Hours.....	51
H. Large Class Schedule.....	52

Appendix -- Continued

I. Adjunct Instructor Availability Form.....	53
J. Notification of Discipline(s)	54
K. Discrimination and Harassment Complaint Procedures.....	55
L. Acknowledgement of Receipt of Board Policy 3430	67
M. Unlawful Discrimination Complaint Form.....	68
N. Application for Additional Discipline(s).....	69
O. Adjunct Faculty Student Evaluation Questionnaire	70
P. Public Safety Training Department Instructor Evaluation	73
Q. Adjunct Faculty Clinical Observation (Nursing Division).....	74
R. Adjunct Faculty Classroom Observation.....	75
S. Adjunct Faculty Summary Self-Evaluation.....	77
T. Adjunct Counselor/Non-Teaching Self-Evaluation	79
U. Administrative Response to Adjunct Faculty Evaluation.....	81
V. Administrative Response to Adjunct Counselor/Non-Teaching Evaluation ...	82

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

ARTICLE I

Agreement and Certification

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

ARTICLE II
District Rights

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

ARTICLE III

Union Rights

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

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

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

3.8 Released Time for Negotiations

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

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

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

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

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

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

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

ARTICLE IV

Workload, Class Assignment, and Duties

- 4.1 Adjunct faculty will normally be assigned for 67 percent of a regular faculty full-time assignment or less. Upon recommendation and approval of the District administration, adjunct faculty may be assigned/employed for a greater percentage than 67 percent; however, in no event shall an adjunct faculty member be assigned/employed for more than 67 percent of a regular faculty-full-time 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%) 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.
- 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 LHE |
| One contact hour of activity | = | 0.70 LHE |
| One contact hour of noncredit | = | 0.50 LHE |
- 4.1.2 Pursuant to Education Code Section 22138.5 (c)(5) each collective bargaining agreement entered into applicable to adjunct faculty shall specify the number of hours of creditable service that equal full-time for an adjunct faculty position which for the bargaining unit members covered by this master agreement shall be 700 hours.
- 4.2 Class Assignment
- 4.2.1 It is the intent of this agreement to provide part-time faculty and the District with guidelines which will provide reasonable continuity and predictability to the process of making class assignments to unit members. The District understands the importance of recognizing the experience of more senior adjunct faculty members when scheduling classes. The District will consider seniority as one factor when scheduling classes. However, the District reserves the right to schedule adjunct faculty members in a manner that is best for students and the District. For purposes of keeping appropriate personnel records, the following article describes how the District will maintain an adjunct faculty seniority list.

- 4.2.2 Human Resource Services shall maintain and distribute to the Union and post on its web page 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), 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 (Appendix I 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.
- The adjunct faculty member is expected to return the completed form to the District within 10 working days. After returning the form, it is the responsibility of each Unit member to take the initiative in advising the District of any changes in availability.
- 4.2.2.2 In the event that an adjunct faculty member fails to submit and/or update the Adjunct Instructor Availability Form, the District will be at liberty to fill staffing vacancies using another instructor.
- 4.2.3 District initiated involuntary breaks in service shall not affect the accrual of seniority. District initiated involuntary breaks in service 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.
- 4.2.4 Bargaining unit members who choose not to teach for the District for two (2) consecutive academic semesters will be dropped from the seniority list.
- 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 §4.2.6.1 and Article VIII.

- 4.2.5.1 Overload and assignments shall be given to full-time current academic employees before classes are made available to the adjunct instructors.
- 4.2.5.2 The right of assignment is retained by the District.
- 4.2.5.3 Once an adjunct faculty member has signed an offer form, a full-time faculty member shall not “bump” that adjunct faculty member to gain/retain an overload assignment. However, if a full-time faculty member’s class is canceled, seniority will be considered in the management decision of which adjunct class to take.
- 4.2.5.4 If an adjunct faculty member has a class that is canceled, such cancellation shall not invest that member with the right to “take” (“bump”) an already assigned class from another adjunct faculty member.
- 4.2.5.5 Assignment refers to course subject, time, location and days the course is to be taught. Seniority does not give any unit member the “right” to teach a specific class. If determined appropriate by management, seniority will be taken into consideration as assignments are made.

4.2.6 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.

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.

- 4.2.6.1 Employment rights will be withdrawn if an adjunct faculty member receives two (2) unsatisfactory evaluations within any five-year period.
- 4.2.6.2 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.).
- 4.2.6.3 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 Performance appraisals and investigations shall be done in concurrence with Human Resources Department procedures.

4.2.7 Non-teaching unit members

- 4.2.7.1 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.

- 4.2.8 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.

4.2.9 Online Course Instruction

4.2.9.1 Qualifications to Teach Online Courses

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 Adjunct faculty members will be deemed qualified to teach online 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 a course or series of courses in online pedagogy approved by the District. An adjunct faculty member may present evidence of equivalent training for approval by the District.
- b) The adjunct faculty member has successfully completed training in online teaching 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.

4.3 Duties

4.3.1 Duties of adjunct faculty shall include the following:

- a. All assigned teaching hours.
- b. Preparation of classroom presentations and assignments.
- c. Evaluation of student performances including quizzes, comprehensive examinations, term papers, and laboratory experiments.
- d. Supervision of manipulative classes during hours of instruction. (i.e. art, PE, science labs, computer classes, etc.)
- e. Staying current with developments in their respective fields.

- f. Utilizing the Banner data system as required by the District.
 - g. Performing student learning outcomes (SLO) and service area outcomes (SAO) activities to include:
 - 1. Identifying and developing student learning outcomes (SLO/SAO's) for each course.
 - 2. Placing those SLO/SAO's in each class section syllabus or program description.
 - 3. Conducting research and analysis to assess progress toward achieving SLO/SAO's.
 - 4. Using SLO/SAO assessment results to make improvements.
 - 5. Participation in ongoing, systematic evaluation and integrated planning with other faculty members to improve outcomes.
 - 6. Entering all SLO/SAO data into the TracDat system in order to make the results available to appropriate constituencies.
 - h. Place textbook orders in a timely manner.
 - i. Submit Course Syllabi to the area dean by the end of the second week of instruction and to the students on the first day of instruction.
 - j. Submit first day rosters, final (permanent) rosters, and final grades in accordance with timelines set by the District.
- 4.3.2 Unit members shall ensure reasonable care and protection to College facilities and equipment, including prudent security measures.
- 4.3.3 Unit members shall maintain reasonable supervision of students. All certificated employees have a professional duty to report to the proper administrator any instance of unsatisfactory student conduct and in an emergency to take action to correct such conduct.
- 4.3.4 Unit members shall be responsible to meet and teach each class within the scheduled assigned time.
- 4.3.5 Unit members shall exercise reasonable safety practices to ensure the safety of all students. Unit members shall report all accidents and injuries to the appropriate administrator and file an accident report as soon as practical.
- 4.3.6 Unit members shall prepare and shall distribute to students 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 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 delivered to Admissions and Records in order to meet reporting deadlines. Grade reports are due on the Monday following the completion of all District final exams. Grade reports for short-term classes are due on the Monday following the last scheduled class meeting.
- 4.3.8 Unit members are responsible for informing the COS Human Resources Department with changes to his/her home address, phone number, COS email address and/or change in legal name within two (2) weeks of the change (Appendix U). (Adjunct Faculty members may, also, change his/her information online via COS' webpage at www.cos.edu under “Forms”).
- 4.4 Curriculum Development
 - 4.4.1 Unit members may be involved in curriculum development both through membership and/or cooperation with college committees and through meetings called by the appropriate Dean.
- 4.5 Staff Meetings
 - 4.5.1 Where possible, attendance at Division meetings is encouraged.
- 4.6 Committee Participation
 - 4.6.1 Unit members are encouraged to participate on a voluntary basis in District committees.
 - 4.6.2 At its discretion, the District may solicit 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 \$25/hour unless negotiated otherwise.
 - 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.

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 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.

4.7 Emergency Cancellation

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

ARTICLE V
Office Space

5.1 Adjunct Faculty Room

An adjunct faculty office/workroom will be provided at the Visalia, Hanford and Tulare campuses.

ARTICLE VI

Postings—Faculty Vacancy Notices

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

ARTICLE VII

Flex Hours

- 7.1 Adjunct faculty members are not required to participate in Flex activities offered by the District throughout the year. (Note: For purposes of this Article, Flex activities shall include 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.
- 7.1.2 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 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 AND Convocation falls on a day of the week the adjunct faculty member is scheduled to teach for that particular semester. 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.

For example, if Convocation is held on a Friday and the adjunct faculty member is scheduled to teach on Fridays for that semester, he/she will be compensated if he/she attends either his/her applicable Division meeting immediately before Convocation or Convocation itself.
- 7.1.3 Compensation, if applicable, for attendance at a Flex activity offered by the District shall be \$25/hour unless negotiated otherwise.
- 7.1.4 The District shall provide FEC an annual budget of \$40,000 to compensate adjunct faculty members for attending District-

approved FEC activities. Unused monies will not roll over into the following academic year.

ARTICLE VIII
Performance Evaluation

- 8.1 The purpose of the evaluation process for unit members is to improve the quality of instruction, enhance academic growth, promote professionalism, and assess performance of unit members.
- 8.2 The District shall be responsible for seeing that the evaluation process is followed as set forth in this article.
 - 8.2.1 The entire evaluation process shall be completed by the end of the 15th week of the semester.
- 8.3 Adjunct faculty shall be evaluated within the first semester of employment and at least once during every six (6) regular semesters of employment. More frequent evaluations may be scheduled at the discretion of the appropriate administrator or at the request of the adjunct faculty member.
 - 8.3.1 Adjunct faculty members only teaching non-credit course(s) or course(s) less than one LHE shall be excluded from being evaluated for that particular semester.
- 8.4 Evaluations shall include:
 - 8.4.1 Adjunct Faculty Classroom Observation (Appendix R);
 - 8.4.1.1 Classroom observations shall be conducted by an administrator (or his/her designee).
 - 8.4.2 Adjunct Faculty Student Evaluation Questionnaire (Appendix O).
 - 8.4.2.1 If there is mutual agreement between the Area Dean and the adjunct faculty member, Canvas may be used as a tool for facilitating student evaluation surveys.
 - 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 P).
 - 8.4.2.3 Adjunct clinical faculty in the Nursing Division will be evaluated using the student questionnaire developed by that Department (Appendix Q).

- 8.4.3 Adjunct Faculty Summary Self Evaluation (Appendix S for teaching faculty and Appendix T for adjunct counselors or non-teaching adjunct faculty).
 - 8.4.3.1 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 Administrative Response to Adjunct Faculty Evaluation (Appendix U for teaching faculty and Appendix V for adjunct counselors or non-teaching adjunct faculty).
 - 8.4.4.1 The bargaining unit member's Division Chair, administrator or designee shall review and be provided an opportunity to submit narrative comment on student evaluation, observation reports and self-evaluation documents as part of the procedure.
- 8.5 Notification of the evaluation requirement will be provided to bargaining unit members by the District. Such notice shall include a procedure statement and the forms used for the evaluation.
- 8.6 Bargaining unit members shall be provided an opportunity to review and sign all written evaluation comments before such material is placed in the permanent personnel file. The member may, within fifteen (15) working days after receipt of such material, submit a written response which will be placed in their personnel file along with the evaluation.
- 8.7 If the adjunct instructor fails to submit his/her portion of the evaluation by the deadline, the adjunct instructor may lose his/her re-employment preference.
- 8.8 The contents and substance of the performance evaluation shall not be subject to the Grievance Procedure herein.
- 8.9 Any violation by the District of procedures contained in this Article shall be subject to the grievance procedures contained within the Agreement.

ARTICLE IX

Personnel Files

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

ARTICLE X
Grievance Procedure

10.1 Definitions

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

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

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

10.1.2 Grievant—A “grievant” may be any unit member covered by the terms of this agreement. A grievant’s right to file a grievance without fear of reprisal is a “protected activity” as defined in PERB regulation 32602, EERA Section 3543.5 and PERB Decision 405.01000.

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

10.2 Miscellaneous

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

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

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

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

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

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

10.3 Informal Resolution - **Step 1**

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

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

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

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

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

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

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

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

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

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

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

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

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

10.7.1 The parties, or their designated representatives, shall agree on a state mediator.

10.7.2 The cost of the mediator and other mutually incurred costs shall be borne equally by the parties.

10.7.3 The role of the mediator is to assist the parties in resolving any/all issues. The mediator shall not have the authority to make decisions that is binding upon either party.

10.7.4 If after a reasonable time period the parties are not able to reach agreement (or if the mediator deems further mediation sessions unnecessary); the District or the grievant/Union may proceed to Step 6 of the grievance process.

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

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

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

ARTICLE XI
Leaves of Absence
Board Policy 5580

11.1 Absence for Illness or Accident (Sick Leave)

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

- 11.1.1 The number of hours accrued by an adjunct faculty member during any semester shall be the number of hours employed and assigned by the District each week, whether as a teaching or non-teaching adjunct. Staff development activities, committee work and similar assignments shall not be included in the determination of earned sick leave.
- 11.1.2 Accrued but unused sick leave provided by the District shall continue to accrue from semester to semester.
 - 11.1.2.1 Sick leave accrued as an adjunct faculty member will be carried forward in that faculty member's excess sick leave account in the event an adjunct faculty member is employed in a District tenure-track faculty position.
 - 11.1.2.2 Accrued sick leave may be transferred to another district providing that employing District has adopted a procedure to accept such transfer.
- 11.1.3 Adjunct faculty shall be eligible to utilize sick leave benefits to be accrued through the semester in which currently employed. If the employee separates from District employment prior to completion of the semester, any overpayment shall be reimbursed to the District.
- 11.1.4 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.
- 11.1.5 Misuse of sick leave benefits as determined by the District administration shall be sufficient cause to withhold compensation for such absence(s) and/or disciplinary action.
- 11.1.6 A physician's statement may be required by the district to certify the employee's absence and/or certify that the employee is physically able to resume all adjunct faculty responsibilities.

11.2 Personal Necessity Leave

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

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

11.2.2 Personal Necessity Leave shall include:

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

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

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

11.2.2.4 personal business leave.

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

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

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

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

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

11.3 Jury Duty Leave

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

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

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

- 11.3.3 A unit member regularly called for jury duty shall not be encouraged in any way to seek exemption from such duty nor shall s/he be discriminated against in any way for not seeking such exemption.
- 11.3.4 Unit members are required to return to work during any day in which jury duty services are not required.
- 11.3.5 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.
- 11.3.6 The District may require verification of jury duty time prior to, or subsequent to, providing jury duty compensation.

11.4 Maternity Leave

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

11.5 Catastrophic Illness and Injury

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

11.5.2 Definitions

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

11.5.3 Eligibility

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

- 11.5.4 The bargaining unit faculty member who is suffering from a catastrophic illness submits a written request that sick leave credit or qualified service be donated. The affected bargaining unit member shall provide written verification of this catastrophic illness from a physician and concurred by the District through the Office of Human Resource Services.
- 11.5.5 The District and COSAFA determine that the bargaining unit faculty member is unable to work due to the bargaining unit member’s catastrophic illness.

11.5.6 If the affected bargaining unit member has exhausted all accrued sick leave, the following procedure will apply.

11.5.7 Procedure

11.5.7.1 A bargaining unit member who wishes to receive the catastrophic illness benefit must request in writing to COSAFA and the District that sick leave donations be solicited on his or her behalf. The request must have attached written verification of the catastrophic illness per the provisions of 11.5.4.

11.5.7.2 Donations will be solicited by a joint announcement of COSAFA and the District on behalf of a specifically named individual who meets the requirements for this benefit.

11.5.7.3 By written notice to the District, any bargaining unit member may donate up to 16 hours of sick leave credit per academic year. In order to be eligible to donate at any particular time, a bargaining unit member must have a minimum number of 50 hours of accrued sick leave. The bargaining unit member will donate in 2-hour blocks of leave credit at any one time.

11.5.7.4 By written notice to the District, any bargaining unit member may donate qualified service to a bargaining unit member who is experiencing a catastrophic illness. A bargaining unit member who is to donate qualified service must be qualified as per the provisions of 11.5.2.4.

The individual who is donating qualified service shall do so without compensation, and the faculty member receiving the qualified service donation shall not experience any payroll deductions for absent duties and office hours which are covered by such donated, qualified service.

11.5.7.5 The maximum amount of time that donated sick leave credits and/or qualified service may be used by the recipient bargaining unit member shall not exceed the 5 school months of paid leave as referenced in 11.5.2.2. All donated leave or qualified service shall run concurrently with the bargaining unit faculty member's five school months of leave as referenced above. The

donated sick leave credit and/or qualified service shall not be used as a substitute for the District's obligation to provide the minimum salary as set forth in section 11.5.2.2. Donated sick leave and/or qualified service shall be utilized with the intent to minimize payroll deductions, by restoring, to the extent that such donated sick leave or qualified service permits, the affected bargaining unit member's salary.

11.5.7.6 The District and COSAFA shall establish procedures regarding the banking of unused donated sick leave. Once finalized, these procedures shall become a part of this collective bargaining agreement.

11.5.6.7 A bargaining unit member who receives donated leave credit and/or qualified service pursuant to this section shall use any leave credits that s/he continues to accrue on a yearly basis prior to receiving paid leave pursuant to this catastrophic provision.

ARTICLE XII

Compensation

12.1 Compensation for bargaining unit members shall be paid in accordance with the Adjunct Faculty Salary Schedule (Appendix B).

12.1.1 Advancement on the salary schedule will occur in the Fall of each academic year. If in any academic year, 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.

12.1.2 The District shall budget a minimum of \$75,000 per academic year to fund office hours for adjunct faculty members. Unused monies (up to a maximum of \$10,000) will roll over into the following academic year. In order to be paid, the adjunct faculty member must submit their timesheet by December 1 for fall and by May 1 for spring.

12.1.3 Adjunct faculty who are required to travel from one campus to another campus on the same day for their teaching, counseling, or library assignment will be reimbursed for mileage to the other campus at the IRS reimbursement rate. Reimbursement shall be for a one-way trip.

Adjunct faculty required to travel as part of their adjunct assignment (i.e. Work Experience Coordination) will be reimbursed for mileage at the IRS reimbursement rate. The point origin for calculating mileage for reimbursement shall be from the campus where he/she conducts the majority of his/her adjunct assignment.

12.2 Office Hours

12.2.1 Adjunct faculty, while not required to have scheduled office hours, in many cases provide office hours to students for consultation and advising as it pertains to their individual teaching assignments.

12.2.1.1 If applicable, office hours may be conducted either face-to-face with student(s) or conducted online with student(s).

12.2.1.2 Online office hours may be either:

- a) Synchronous: The adjunct faculty member is available to student(s) via electronic means at a specified time. Communication between the

student(s) and the adjunct faculty member will generally be instantaneous. The time of the weekly online office hour shall be in writing and communicated to the students.

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

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

12.2.2.1 In order to be eligible for consideration for adjunct office hours, an adjunct faculty member must teach at least three (3) lecture hour equivalents. Adjunct faculty office hours are potentially available to those adjunct faculty members who choose to apply for office-hour funding.

12.2.2.2 Adjunct faculty who are interested must complete the “Application for Adjunct Faculty Office Hour” form (Appendix F) by Friday of the second week of each semester. This form must be submitted to the Office of the Vice President of Academic Services.

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

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

- a) A demonstrated student need in a course which requires a significant amount of help outside of class.
- b) A significant chance that contact with an adjunct faculty member during office hours will contribute

to individual student success.

- c) Availability of a location to conduct office hours.
- d) Availability of funding.

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

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

12.2.3 Compensation will be at the adjunct faculty office hour rate. (See Adjunct Faculty Salary Schedule, Appendix B.)

12.2.3.1 An Adjunct Faculty Office Hour Time Sheet (Appendix G) must be submitted to receive payment for approved office hours. Those office hours will be paid the last pay period of each semester.

12.3 Stipends

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

12.3.2 The head coach who is the instructor of record for that sport will receive a stipend of \$1,000 for that sport.

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.

12.4 Canceled Classes

12.4.1 In consideration of time spent preparing to teach a class, adjunct faculty members whose class is cancelled (either one week prior to the class scheduled start date or within two weeks after the class began) will be compensated at the rate of \$250.00 per class cancelled. In addition, an adjunct faculty member whose class is cancelled 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 W).

12.5 APPLE Contribution

12.5.1 The APPLE contribution by adjunct faculty members shall be 5.2 percent.

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

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

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

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

12.6.3 All emails of interest submitted within the required time period will be reviewed by the District and the District shall have the sole discretion to determine who participates in the work or training opportunity. The District will give priority consideration to unit members who have not yet attended the specified training.

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

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

ARTICLE XIII
Waiver of Bargaining

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

ARTICLE XIV

Separability and Savings

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

ARTICLE XV

Successor Agreement

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

ARTICLE XVI

Settlement of Differences by Peaceful Means

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

ARTICLE XVII

Adjunct Faculty Disciplines

17.1 Purpose of Disciplines List

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

17.2 College of the Sequoias Adjunct Disciplines List

17.2.1 An adjunct faculty member has the option of adding a Discipline. This option can be exercised whenever the adjunct faculty member meets the minimum qualifications for the additional Discipline. To exercise this option, the adjunct faculty member must request the additional Discipline in writing using the form (Appendix N) stating the reasons why s/he qualifies for the Discipline. This form must be forwarded to the Human Resource Services Office, to the attention of the Dean.

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

17.2.2 Before an adjunct faculty member can be assigned a new Discipline, s/he must go through the adjunct hiring process and be accepted for employment in the new Discipline of the Division assigned that Discipline.

17.2.3 An adjunct faculty member may take a denial to grant an additional Discipline by the District through the grievance procedure.

17.2.4 Once attained, a Discipline, unless attained through fraud or error, cannot be taken away from an adjunct faculty member.

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

ARTICLE XVIII

Nondiscrimination

- 18.1 The work environment shall be free of unlawful discrimination and harassment including sexual harassment and all forms of sexual intimidation and exploitation.
- 18.2 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.
- 18.3 Appendix K outlines the procedures for investigating and processing a complaint of discrimination and/or harassment.

ARTICLE XIX

Organizational Security / Dues

19.1 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.

19.1.1 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.

19.1.2 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.

19.1.4 Union Responsibilities

The Union will provide to the District the formula for calculating membership dues for members and fair share service fees for non-members. 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.

19.1.5 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

Duration

- 20.1 Term of Agreement:
This Agreement shall be effective July 1, 2019 and shall remain in effect through June 30, 2022.
- 20.2 Re-opener Provisions:
Both the District and COSAFA shall have the option to re-open negotiations for Flex Hours (Article VII); Office Hours (Article 12) and salary during the spring semester of 2020. Both the District and COSAFA shall have the option to re-open negotiations for salary and up to one article during the spring semester of 2021. Each party will sunshine opener Articles on or before March 1 of the appropriate year.
- 20.3 Continuation of Agreement
If the District and COSAFA have not executed a successor to this Agreement by its expiration on June 30, 2022, applicable laws and regulations shall govern until a successor Agreement is negotiated.

For the District *{signatures on file}*

For COSAFA *{signatures on file}*

Brent Calvin
Superintendent/President

Karen Erickson
Lead Negotiator, COSAFA

Jennifer Vega La Serna
Vice-President, Academic Services

Jodi Baker
COSAFA Negotiation Team Member

John Bratsch
Dean, Human Resources/Legal Affairs

Charles Slaght
COSAFA Negotiation Team Member

APPENDIX

APPENDIX A
 Certification Petition



STATE OF CALIFORNIA
 PUBLIC EMPLOYMENT RELATIONS BOARD

RECEIVED
 OCT 5 1998
 HUMAN RESOURCE SERVICES
 COLLEGE OF THE SEQUOIAS

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

Type of Election:
 Consent Agreement
 Directed Order
 Case Number: SA-RR-994

CERTIFICATION OF REPRESENTATIVE

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

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

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

Signed at Sacramento, California

On the 1st day of October, 1998

On behalf of the
 PUBLIC EMPLOYMENT RELATIONS BOARD

Les Chisholm
 Regional Director

Adjunct Faculty Salary Schedule 2019-2020A
College of the Sequoias

Effective: August 1, 2019

Hourly Schedule

Lecture Classes

			A1	B2	C3	Doctoral Stipend P4
Year	1	1	56.44	59.20	62.08	63.53
Year	2	2	57.82	60.63	63.61	65.05
Year	3	3	59.22	62.12	65.16	66.60
Year	4	4	60.65	63.64	66.76	68.21
Year	5	5	62.14	65.20	68.40	69.83

Laboratory and Activity Classes

Non-Classroom

			A1	B2	C3	Doctoral Stipend P4
Year	1	1	53.10	55.70	58.40	59.85
Year	2	2	54.39	57.06	59.80	61.26
Year	3	3	55.72	58.42	61.29	62.73
Year	4	4	57.08	59.86	62.76	64.22
Year	5	5	58.46	61.31	64.33	65.76

Office Hour	32.07
--------------------	-------

A	less than Bachelor's Degree
B	BA or BS
C	MA and above (MD, DDS, LLD)
P	Doctoral Stipend = Additional \$1 for each hour taught

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.



Report of Absence Adjunct Faculty

Instructor Information	
Name	SS No/Banner ID

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

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

Signatures (Approval)			
Instructor		Date	
Academic Dean		Date	
VP Academic Services		Date	

Forward all copies to Payroll
 Second and Third copies will be distributed at month-end as shown below:
 Second copy – Instructor
 Third copy – Dean of Instructor

APPENDIX D
Adjunct Faculty Statement of Grievance

ADJUNCT FACULTY STATEMENT OF GRIEVANCE / FORMAL PROCEDURE
College of the Sequoias

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

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

Informal Grievance – Step 1

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

Specific articles and sections alleged to have been violated:

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

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

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

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

APPENDIX E
Progression of Formal Grievance

PROGRESSION OF FORMAL GRIEVANCE / ADJUNCT FACULTY
College of the Sequoias

STEP 2 — FORMAL PROCEDURE — DEAN

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

STEP 3 — FORMAL PROCEDURE — VICE PRESIDENT

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

STEP 4 — FORMAL PROCEDURE — PRESIDENT

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

STEP 5 — FORMAL PROCEDURE — MEDIATION

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

STEP 6 — APPEAL TO THE BOARD OF TRUSTEES

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

APPENDIX F
Application for Adjunct Faculty Office Hours

APPLICATION FOR ADJUNCT FACULTY OFFICE HOURS
ARTICLE XII, 12.2
College of the Sequoias

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

Note: This form must be submitted to the Vice President of Academic Services by Friday of the second week of classes. For complete details on office hours, read Article XII, 12.2 of the COSAFA Master Agreement. For reimbursement adjunct faculty must submit a time sheet.

Name of Adjunct Faculty Member: →				
Current semester: →				
List the courses you are teaching this semester: → (Ed Code §§87880 through 87885)	Class	Time	Units	Location
Proposed location for office hours: →				
Check day of the week for office hour: →	<input type="checkbox"/> Monday <input type="checkbox"/> Friday	<input type="checkbox"/> Tuesday <input type="checkbox"/> Saturday (if teaching a Saturday class)	<input type="checkbox"/> Wednesday	<input type="checkbox"/> Thursday
Total Number of Office Hours Requested for Current Semester, [12.2.2.5] Weeks 2 through 16 = (15 maximum)		Time of office hours: →		
Briefly address one of the first two guidelines for adjunct faculty office hours: → (Guidelines are listed below)				

ROUTING:

Received by VP Academic Services on: →		Discussed by Deans on: →	
Office Hours Approved: →	<input type="checkbox"/> yes <input type="checkbox"/> no		
Signature of Vice President of Academic Services ↑			

Adjunct faculty desiring office hours for a given semester must meet the criteria listed below. These guidelines follow the COSAFA and College of the Sequoias Community College District's Master Agreement regarding Office Hours.

Guidelines:

- A demonstrated student need in a course that requires a significant amount of help outside of class.
- A significant chance that contact with an adjunct faculty member during office hours will contribute to individual student success.
- Availability of a location to conduct office hours.
- Availability of funding.

Original - Adjunct Faculty Member	Second Copy - Office of Academic Services	Third Copy - Payroll
-----------------------------------	---	----------------------

APPENDIX G
Time Sheet for Adjunct Faculty Office Hours

TIME SHEET FOR ADJUNCT FACULTY OFFICE HOURS
College of the Sequoias

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

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

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

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

Employee Signature

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

Date Approved:	
Signature of Supervisor:	

Payroll Department Use Only / Account Code:

Fund	GS	Site	Program	Spgm	Obj	FY	Type

LARGE LECTURE COMPENSATION SCHEDULE

# of Students	Semester Stipend based upon (WCH)*
41-49	\$100
50-59	\$200
60-69	\$300
70-79	\$400
80+	\$500

For Example:	
40-49 students	@ 3 WCH = \$100 X 3 = \$300 stipend per semester
80+ students	@ 3 WCH = \$500 X 3 = \$1500 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

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

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

Name: →			
Address: →			
Home Phone: →		Business Phone: →	
The best hours to call are: →			

Division: →			
<i>Please fill out a separate form for each division with whom you would like to teach.</i>			
Time of day you are available to teach? (Check all that apply)	<input type="checkbox"/> Morning	<input type="checkbox"/> Afternoons	<input type="checkbox"/> Evenings
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 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:			

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

Return completed form to your Division Chair.

APPENDIX J
ADJUNCT FACULTY
NOTIFICATION OF DISCIPLINE(S)

Article XVII, 17.4.1.1

The District will, at the time of initial employment, assign a newly hired adjunct faculty to a Discipline(s) for which minimum qualifications have been met and for which s/he has completed the hiring process. The assignment to a Discipline shall be given to the adjunct faculty member in writing at the time of initial hire and shall be based on minimum qualifications.

Name:	
Date of Hire:	
Discipline	

Discrimination and Harassment Complaint Procedures

AP 3430

M.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 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 Complaint Procedure for Investigation and Resolution of Claims of Harassment

M.6.1 Informal Complaint Procedure

M.6.1.1 The College Complaint Officer as identified in Section M.6.2.2 below shall undertake, where possible, to informally resolve charges of unlawful discrimination or harassment;

M.6.1.2 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 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.

M.6.1.4 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 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 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 Effort at informal resolution may continue after the filing of a formal written complaint.

M.6.2 Filing a Complaint

M.6.2.1 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.6.2.2 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.6.2.3 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.6.3 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 Investigation Process

M.6.4.1 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 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 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.6.4.2 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.6.4.3 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.6.4.4 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.6.5 Appeal Process

M.6.5.1 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 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, 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 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 Remedial Action

M.6.6.1 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 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 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 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 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.6.8 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.

ACKNOWLEDGEMENT OF RECEIPT
of
BOARD POLICY 3430,
PROHIBITION OF UNLAWFUL DISCRIMINATION AND
HARASSMENT
and
COSAFAs/UPTE 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 participatein 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: _____

APPENDIX M
Unlawful Discrimination Complaint Form



UNLAWFUL DISCRIMINATION COMPLAINT FORM

Name:				
Last		First		
Address:				
Street or P. O. Box	City	State	Zip	
Phone: Day ()		Evening ()		
I am a: <input type="checkbox"/> Student <input type="checkbox"/> Employee <input type="checkbox"/> Other:				
I Wish to Complain Against <u>College of the Sequoias Community College District</u>				
Person, Program, or Activity:				
Date of Alleged Discrimination: _____ <small>(Complaints must be filed within one year of the date of the alleged unlawful discrimination or within one year of the date on which the complainant knew or should have known of the facts underlying the allegation of unlawful discrimination.)</small>				
I Allege Discrimination Based on <i>(check only those which apply)</i> :				
<input type="checkbox"/> Ethnic Groups Identification	<input type="checkbox"/> Religion	<input type="checkbox"/> Age		
<input type="checkbox"/> Physical Disability	<input type="checkbox"/> Mental Disability	<input type="checkbox"/> Retaliation		
<input type="checkbox"/> Color	<input type="checkbox"/> Sex <i>(includes Harassment)</i>			
Informal Resolution Attempted? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Date Commenced: _____				
Name of District Officer Involved in Informal Resolution: _____				
Clearly state your complaint. Describe the incident and how it occurred. List the participants involved and their relationship. <i>(Attach additional pages as necessary.)</i>				

List the names, addresses and phone numbers of any person(s) who witnessed the incident or who are able to provide information about the complaint.				

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

Signature of Complainant

Date

Send Original to:

Human Resource Services Attention: Complaint Officer College of the Sequoias 915 S. Mooney Blvd. Visalia, CA 93277	or	Chancellor's Office Attention: Legal Affairs Division California Community Colleges 1102 Q Street Sacramento, CA 95814-6511
--	----	---

APPENDIX O

Adjunct Faculty Student Evaluation Questionnaire

ParSURVEY®
 STUDENT EVALUATION OF INSTRUCTION
 (SEI MODULE)
 ©Economics 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 Resource Services
 P:\C O S A F A\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.

College of the Sequoias
Adjunct Faculty Student Evaluation Questionnaire

Directions: On your Scantron form, fill out the required information and then respond to these 18 questions and the comment section on the reverse side of the Scantron.

EVALUATION CRITERIA

	5 Strongly Agree	4 Agree	3 Disagree	2 Strongly Disagree	1 Does Not Apply
1. The instructor provided a syllabus that made the course objectives and requirements clear	5	4	3	2	1
2. The instructor is on time for class	5	4	3	2	1
3. The instructor uses class time productively	5	4	3	2	1
4. The instructor is well prepared	5	4	3	2	1
5. The tests, quizzes, critiques and assignments relate well to the subject matter of this course	5	4	3	2	1
6. The quantity of work required to learn the material in this course seems appropriate	5	4	3	2	1
7. The materials used in this course, such as textbook, newspapers, handouts, videos, slides and overheads are helpful	5	4	3	2	1
8. The instructor is enthused about the topic	5	4	3	2	1
9. The instructor inspires my interest in this course material	5	4	3	2	1
10. The instructor presents material in an organized way	5	4	3	2	1
11. The instructor uses a variety of teaching methods (such as discussion, group activities, demonstrations, out of class projects, or technology enhanced instruction)	5	4	3	2	1
12. Students are graded fairly according to the instructor's established standards.	5	4	3	2	1
13. The instructor returns graded assignments and examinations within a reasonable time	5	4	3	2	1
14. The instructor gives helpful feedback about students' work and progress	5	4	3	2	1
15. The instructor encourages faculty/student contact through one or more of the following: email, office hours, phone, in-class contacts, personal contact, or other means	5	4	3	2	1
16. The instructor treats students with respect	5	4	3	2	1
17. I would recommend this instructor to other students	5	4	3	2	1
18. Overall, I rate this instructor as: 5=Excellent 4=Good 3=Acceptable 2=Marginal 1=Unsatisfactory	5	4	3	2	1

Public Safety Training Department Instructor Evaluation

College of the Sequoias
Public Safety Training Department
Instructor Evaluation

Course: _____

Topic: _____

Date of Session: _____

EVALUATION CRITERIA

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

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
8. 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
10. Overall, I am satisfied with this session..... A B C D E

P:\COSAFA\Neg\2003-2004\987-Public Safety Training Evaluation Appendix S 11-19-03.doc

APPENDIX Q
Adjunct Faculty Clinical Observation (Nursing Division)

Category	Satisfactory	Needs Improvement	Not Observed	Not Applicable	
INTERACTIVE TECHNIQUES					Comments
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: _____					
<i>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.</i>					
Adjunct Faculty Member's Signature: _____					
Date: _____					

APPENDIX R
Adjunct Faculty Classroom Observation

Adjunct Faculty Classroom Observation

College of the Sequoias

Faculty Name:	
Course:	
Evaluator:	

Date:	
Topic:	

	Satisfactory	Needs Improvement	Not Observed	Not Applicable	
Category					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"/>	
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: _____

APPENDIX S
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?

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?

APPENDIX U
Administrative Response to Adjunct Faculty Evaluation

Administrative Response to Adjunct Faculty Evaluation

Instructor:		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 faculty member for additional/further self-evaluation and/or comments:		<input type="checkbox"/>	<input type="checkbox"/>
Syllabus is appropriate and on file in Division Office:		<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 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"/>	
Syllabus is appropriate and on file in Dean's Office:	<input type="checkbox"/>	<input type="checkbox"/>	
Reports (i.e. rosters, grade sheets, drops, positive attendance reports, etc.) are accurate and meet appropriate deadlines:	<input type="checkbox"/>	<input type="checkbox"/>	
Adjunct faculty member participated appropriately in the Student Learning Outcomes process:	<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 Faculty:		Date:	
(attesting he/she has reviewed this completed form)			
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 V

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.