

1 TENTATIVE AGREEMENT

2 ARTICLE ~~VII~~7: COMPENSATION AND RETIREMENT

3
4 **Section 1.** ~~Adjunct Faculty~~Unit Members shall be paid on a semester contract
5 basis. ~~An A Adjunct Faculty~~ Unit Member shall receive full compensation for teaching
6 a full-term length course as specified in the schedule at the ~~adjunct faculty~~Unit
7 member's appropriate placement on the salary schedule. (For example, ~~an Adjunct~~
8 ~~Faculty~~a Unit Member who teaches a three-unit course that meets ~~one~~-fewer days due
9 to ~~a Monday~~ holiday(s) will receive full salary for teaching the full three-unit course.

10
11 **Section 2.** ~~Adjunct Faculty~~Unit Members will be paid for up to twelve hours per
12 semester for participation at FLEX ACTIVITIES at the lab ~~lecture~~ rate. Any mandatory
13 training that exceeds a unit member's maximum compensated FLEX hours per
14 semester shall ~~also~~ be paid at the lab ~~lecture~~ rate.

15
16 **Section 3.** The District will compensate ~~Adjunct Faculty~~Unit Members at the
17 ~~support lab~~professional assistance rate for assigned ~~support~~professional assistance
18 activities related to any program. Assigned ~~support~~professional assistance activities
19 must be approved by the supervising administrator and the respective Vice President
20 in writing and must require the attendance of the ~~adjunct faculty~~Unit member.
21 Examples of approved ~~support~~professional assistance activities include but are not
22 limited to, lab preparation, assisting with safety facilitating peace officer POST
23 training or fire academy training and/or other instructional or non-instructional
24 assistance where a different instructor is the instructor of record.

25
26 For example, in the Public Safety Academy, an Instructor of Record shall be defined
27 as an instructor whose name appears on a Public Safety Academy schedule,
28 specifically BPOT 001, BPOT 002, Fire 063A and Fire 063B, and their instructional
29 responsibilities are identical and interchangeable. These responsibilities include, but
30 are not limited to, instruction, assessment, and correction of student performance in
31 the technical aspects of the training and testing. For the purposes of Lab
32 compensation, an Instructor of Record is compensated at 85% of the respective
33 Lecture pay rate and is exempt from assignment to the ~~Support~~professional assistance
34 Activities payrate.

35
36 Support Professional Assistance Activity Assignment - Any instructor whose name
37 appears on a Public Safety Academy schedule, specifically BPOT 001, BPOT 002,
38 Fire 063A and Fire 063B, and on said schedule is designated for Professional
39 Assistance~~Support~~ Activity, not to exceed one instructor per class session. For
40 example, during an eight-hour class, one instructor may be designated for the
41 Support Professional Assistance Activities pay rate from 0800-1200 hours and a
42 different instructor designated from 1300-1700 hours.

44 **Section 4.** ~~Adjunct Faculty~~Unit Members who have assignments at two or
45 more sites on the same day will be paid mileage from site to site according to IRS
46 regulations. Adjunct Faculty Members are responsible for submitting the appropriate
47 forms for reimbursement within fifteen (15) calendar days after the end of the
48 semester or term.
49

50 **Section 5.** The District and ~~the Association~~ CODAA agree that ~~Adjunct~~
51 ~~Faculty~~Unit Members, when working as an instructor that assigns grades (including
52 pass/fail and credit/no credit), will be paid at their lab-~~lecture~~ rate for office hours to
53 be scheduled at one half hour per week for 0.5-2.99 SIUs, one hour per week for 3-
54 5.99 SIU's, two hours per week for 6-8.99 SIUs and three hours per week for 9 or
55 more SIU's per week.
56

57 (a) Teaching faculty will include the location, time and day of the week of the
58 office hour(s) in the class syllabus and on their Load sheet.
59

60 (b) Load sheet is to be signed by the appropriate Dean and ~~Adjunct~~
61 ~~Faculty~~Unit Member prior to starting work.
62

63 (c) If the load drops below 3 SIU's (but greater than zero) during the
64 semester, the ~~Adjunct Faculty~~Unit Member will continue to have one (1)
65 office hour of eligibility.
66

67 (d) The ~~Adjunct Faculty~~Unit Member who holds an office hour at the
68 regular designated time will be compensated for such service even if no
69 students are seen during this time.
70

71 (e) ~~Teaching-Instructional~~ faculty will decide where this office hour will be
72 held at District sites in order to best serve the students, and in recognition of
73 the limitations of office space. ~~Virtual office hours are permitted at the with~~
74 ~~Dean approval discretion of the unit member.~~ Virtual office hours will be held
75 on electronic platforms controlled by the District. ~~with Dean approval.~~ Office
76 hours for online courses may be held online or at district sites.
77

78 (f) ~~Adjunct Faculty~~Unit Members may request shared offices with full-time
79 faculty on mutually agreed upon, or scheduled dates and times.
80

81 **Section 6.** Additional Assignments 82

83 (a) The District will compensate ~~Adjunct Faculty~~Unit Members at the ~~support~~
84 lab/non-instructional rate for ~~attendance participation~~ at committee
85 meetings as the assigned representative where the committee has been
86 created by the President and where representative adjunct faculty

87 participation is required and assigned.

88
89 (b) The District will compensate ~~Unit Adjunct Faculty~~ Members at the
90 ~~support lab/non-instructional~~ rate for ~~attendance participation~~ at
91 ~~shared participatory~~ governance committee meetings as the approved
92 representative and for reporting information from these committees back
93 to faculty at regularly scheduled faculty meetings.

94
95 (c) If an ~~Unit Adjunct Faculty~~ Member is requested in writing by a Dean or
96 supervising administrator to develop new curriculum and/or provide
97 special program planning expertise ~~to a Dean or supervising~~
98 ~~administrator~~, said ~~unit~~ member shall be compensated at ~~his/her~~ their
99 current lab/~~non-instructional~~ rate. The request will include the number of
100 hours it is estimated for completion of the project and shall be modified,
101 as needed, by the . ~~If completion will not be achieved in the originally~~
102 ~~estimated number of hours, the unit member will notify the Dean or~~
103 ~~supervising administrator in consultation with the unit member to revise~~
104 ~~the agreed to number of paid hours.~~

105
106 (d) The product which is produced as a result of the assignment described in
107 Section 6(c) shall follow the provisions under Article 6, Section 9. be
108 ~~owned by the Unit Member (even when compensated), however the~~
109 ~~College may use said product at no charge to the District. shall become~~
110 ~~the property of the College upon receipt of compensation.~~

111
112 (e) ~~Adjunct Faculty~~ Unit Members will receive a flat payment of
113 \$1,000.00 ~~\$1,200~~ upon completion for the online training
114 certification/recertification for teaching distance education with prior
115 written approval of the School Dean.

116
117 (f) ~~If an Adjunct Faculty~~ Whenever a Unit Member ~~is requested in writing by~~
118 ~~a Dean or supervising administrator to complete~~ s an assessment of
119 learning outcomes, said member shall be compensated at ~~one hour per~~
120 ~~evaluated course section at their~~ his or her current lab/non-instructional
121 lecture rate.

122
123 (g) ~~All Compensation for a~~ All additional assignments, and corresponding
124 compensation, must be approved by the appropriate Dean ~~and/or~~ Vice
125 President. An agreement must be completed and approved with the
126 appropriate signatures before the work commences.

127
128 (h) Overlay Classes
129

- 130 1. Overlay class assignments are defined as those assignments in which
131 2 different, scheduled courses of similar subject matter are taught in
132 the same location, at the same designated class time, by the same
133 faculty member.
- 134
- 135 2. Overlay assignments occur because low enrollment of one or both of
136 the courses makes offering them separately inefficient.
- 137
- 138 3. Overlay assignments are for the benefit of students and the district.
- 139
- 140 4. An overlay class assignment requires separate preparations, separate
141 syllabi, and may even require different minimum qualifications.
- 142
- 143 a. An overlay course requires both more than one preparation
144 and more than one syllabus, therefore the unit member shall be
145 compensated for a total of 4 ~~eight (8)~~ additional non-teaching hours
146 at the lab/non-instructional rate ~~for each distinct course that is~~
147 included in the overlay class.
- 148
- 149 5. The additional hours are to be coded “overlay” and listed on the
150 fully-executed load sheet. The additional hours are not SIU’s and do
151 not affect the 67% load limit.
- 152
- 153
- 154

155 **Section 7. Salary Schedule**

156 Effective July 1, 2024 there shall be two salary schedules. Appendix A.1 is the
157 Instructional Salary Schedule, and it includes a lecture and a lab rate. Appendix
158 A.2 is the Non-Instructional Salary Schedule, and it includes the rate for unit
159 members working in non-instructional positions (such as counselors and
160 librarians) and this rate is the same as the current lab rate for instructional unit
161 members.

162

163 The title “non-instructional” shall be included with “lab” on the salary schedule.

164

165 ~~Effective August 19, 2024 (the first day of the FLEX schedule for Fall 2024) the salary~~
166 ~~schedule shall be increased by State-funded COLA plus 1%.~~

167

168 ~~Effective the first day of the FLEX schedule for Fall 2025 the salary schedule shall be~~
169 ~~increased by State-funded COLA.~~

170

171 ~~Effective the first day of the FLEX schedule for Fall 2026 the salary schedule shall be~~
172 ~~increased by State-funded COLA.~~

173
174 Either party may reopen Article 7 for 2025-26 and 2026-27 upon request.
175

176
177 (a) ~~The 2021-2022~~The 2024-2025 Instructional salary schedule in Appendix A.1
178 shall increase by funded COLA as determined by the State Budget on July 1. Such
179 increase shall be effective August 19, 2024.

180 (b) There will be a 1.00% one-time, off-schedule payment based on each unit
181 member's earnings from the start of the Fall 2024 semester through the last day of the
182 summer term 2025. The off-schedule payment will be paid to members by July 15,
183 2025.

184 plus 1% retroactive to the first day of the Fall Semester 2024 remain the same as the
185 2023-2024 salary schedule. Effective the first day of the Fall 2024 semester, for
186 each SIU taught the District will compensate an Instructional Unit Member an
187 additional 0.5 hour at the applicable rate (either lecture or lab) for preparation and
188 grading of their lecture or lab course. For example, if an Instructional Unit Member
189 teaches three (3) three (3) credit lecture courses per week (Nine (9) SIU per week,)
190 the Unit Member will receive an additional 4.5 hours of compensation per week at
191 the lecture rate.

192
193 The 2024-2025 Non-Instructional Salary Schedule in Appendix A.2 is the lab rate
194 from the 2023-2024 salary schedule increased by 9.0% plus funded state COLA
195 effective the first day of the Fall Semester. increase by two percent (2%) from
196 2020-2021 and is effective from the first day of the Fall term 2021 through the last
197 day of the summer term 2022. In addition, there will be a 2.5% off-schedule
198 payment that will be paid out after the close of the fiscal year, based on each unit
199 member's earnings during the fiscal year. The off-schedule payment will be paid to
200 members by July 15, 2022.

201
202 (b) ~~The 2022-2023~~2025-2026 salary schedule in Appendix A.1 shall remain the
203 same as the 2024-2025 salary schedule. Effective the first day of the Fall 2025 semester,
204 for each SIU taught the District will compensate an Instructional Unit Member an
205 additional 0.75 hour at the applicable rate (either lecture or lab) for preparation and
206 grading of their lecture or lab course. For example, if an Instructional Unit Member
207 teaches three (3) three (3) credit lecture courses per week (Nine (9) SIU per week,) the
208 Unit Member will receive an additional 6.75 hours of compensation per week at the
209 lecture rate.

210 1. ~~The 2025-2026 Non-Instructional Salary Schedule in Appendix A.2 shall be~~
211 increased by 9.0% plus funded state COLA effective the first day of the Fall Semester.
212 increase by six point six six percent (6.56%) from 2021-2022 and is effective from the
213 first day of the Fall term 2022 through the last day of the summer term 2023.

214
215 (c) ~~The 2023-2024~~2026-2027 salary schedule in Appendix A.1 shall remain the

216 same as the 2025-2026 salary schedule. Effective the first day of the Fall 2026 semester,
217 for each SIU taught the District will compensate an Instructional Unit Member an
218 additional 1.0 hour at the applicable rate (either lecture or lab) for preparation and
219 grading of their lecture or lab course. For example, if an Instructional Unit Member
220 teaches three (3) three (3) credit lecture courses per week (Nine (9) SIU per week,) the
221 Unit Member will receive an additional 9 hours of compensation per week at the lecture
222 rate.

223 ~~2. ——— The 2026-2027 Non-Instructional Salary Schedule in Appendix A.2 shall be~~
224 ~~increased by 9.0% plus funded state COLA effective the first day of the Fall Semester.~~
225 ~~increase by funded COLA as determined by the State Budget of the applicable year. %)~~
226 ~~Such increase shall be effective from the first day of the Fall term 2023 through the last~~
227 ~~day of the summer term 2024.~~

228
229 (a) New ~~adjuncts~~ Unit Members will be placed on the Salary Schedule at
230 Bachelor's Column Step 1 until a review of original transcripts is completed. It is the
231 ~~Adjunct Faculty~~ Unit Member's responsibility to provide official transcripts to the Office
232 of Human Resources. All placements will be made according to **Appendix B**. Original
233 transcripts received after six (6) weeks of the beginning of the semester will result in a
234 column advancement the next semester assigned.

235
236 (b) ~~Since Unit Members are hired on a semester by semester basis, All aAll~~ step
237 increases will be evaluated and processed for advancement once annually ~~once prior to~~
238 ~~the start of the Fall semester and once again prior to the start of the Spring semester.~~
239 Unit members must submit their transcripts by the end of the sixth week of the
240 beginning of the fall semester for step increases to be effective at the beginning of the
241 current fall semester and at the beginning of the spring semester of each academic year.
242 All documentation received after the sixth week of the current fall semester will be
243 evaluated and processed for the following fall semester.

244
245 (c) Summer hours and January intersession hours will be included in the number
246 of SIU's for placement purposes, with a maximum movement on the salary schedule of
247 one step per year.

248 **Section 8.** Definition of Parity and Parity Compensation.

250
251 Parity is defined as equal pay for equal work. In order to achieve Parity and
252 maintain it thereafter, CODAA salary schedule continues to be negotiable during
253 agreed upon reopeners and successor agreements.

254 **Section 9.** Nursing Clinical Lab Stipend

255 It is recognized by the District and Association that Nursing Clinical Lab
256 Settings are unique in their design and implementation. The training necessary to care

257 for patients safely, coupled with the rigor and time duration in an uncontrolled
 258 environment make these Clinical Lab Settings unique. A defining characteristic of
 259 these labs is the requirement of patient safety, health, and life unlike any other lab
 260 setting. This uniqueness and the critical connection with safeguarding the well-being of
 261 individuals is done in a real-time clinical setting. Nursing ~~adjunct-unit~~ faculty
 262 members, who are assigned a clinical section, shall be paid a stipend of ~~\$168.25~~
 263 \$154.35 multiplied by the weekly calculation of clinical hours. For example, if a
 264 ~~faculty-unit~~ member is assigned to a clinical section for 13.5 hours per week, the
 265 ~~faculty-unit~~ member shall be compensated 13.5 hours times ~~\$168.25~~ \$154.35 for a total
 266 of ~~\$2,271.38~~ \$2,083.73 for that semester.

267 **Section 10. Large Class Stipends***** _____

268 Stipends will be paid for lecture hour SIU's as determined at first census for that course.
 269

	1 SIU	2SIU	3SIU	4SIU	5 SIU or more
35-39 students	\$150	\$250	\$350	\$450	\$550
40-44 students	\$200	\$300	\$400	\$500	\$600
45-49 students	\$250	\$350	\$450	\$550	\$650
50-54 students	\$300	\$400	\$500	\$600	\$700
55 – 59 students	\$350	\$450	\$550	\$650	\$750
60 or more students	\$400	\$500	\$600	\$700	\$800

270
 271 Stipends are based on enrollments above the course maximum listed in the approved
 272 Course Outline of Record, and are determined at first census. Stipend cannot exceed 10
 273 students above the course maximum as listed in the approved Course Outline of
 274 Record. The stipend will adjust immediately whenever the full-time stipend schedule
 275 changes so that the two schedules are the same.

276
 277 *** A classroom may not exceed safety standards.

278 **Section 11. Course Cancellation Fee**
 279

280 ~~Adjunct Faculty unit~~ Unit members will be paid a ~~\$150~~\$50250 stipend whenever a
281 course is cancelled ~~between 14 calendar days prior to through any time after~~ on or after
282 the scheduled first day of class.
283

284 **Section 12.** Attendance at Department and/or School Meetings

285
286 ~~Adjunct Faculty unit~~ Unit members ~~Members~~ are encouraged to attend School or
287 Departmental Meetings. With the exception of School /or Departmental meetings
288 conducted during a scheduled FLEX week, ~~Adjunct Unit members~~ Members will be
289 compensated at their ~~professional assistance/lab/non instructional support lecture~~ rate
290 for each meeting attended. Unit Members must sign -in on the attendance forms
291 provided by the meeting chair. Claims for compensation shall be submitted on the
292 form used for ~~Adjunct Faculty~~ Unit Member Additional Assignments (Appendix I ~~(e.g.~~
293 ~~SLO assessment, curriculum development and training, etc.)~~ Request for
294 compensation must be submitted within the same ~~fiscal year~~ pay period ~~semester~~ as
295 the hours were worked. (See **Appendix I**) Claims Additional Assignment forms are to
296 be submitted through to the Dean to Payroll@collegeofthedesert.edu.

297 Section 13: Retirement System

298 (a) Unit Members may elect the STRS Defined Benefit (DB) or Social Security, STRS
299 Cash Balance (CB) plan, at the time of employment with the District. Unit
300 Members who elect the CB option may elect enrollment in the DB plan at any time
301 by completing the required permissive election form which can be obtained from
302 the Human Resources Office. Once a Unit Member elects the DB plan with the
303 District, the election is irrevocable.

304 (b) The District shall report the following to CalSTRS for DB Participants:

- 305 a. 525 hours is one year of service credit for Instructional Unit Members.
306 ~~—875 hours is one year of service credit for Non-Credit Instructional Unit~~
307 ~~Members.~~
308 ~~—1,225~~50 hours is one year of service credit for Non-Instructional Unit
309 Members.
310

311 ~~Section 14: District Matching 403b: Effective July 1, 2024~~

312
313 ~~The District will provide access to a 403B Plan to Unit Members. Unit Members who~~
314 ~~have worked for the District six semesters in the last six years are eligible for an annual~~
315 ~~\$1,200 (or the amount provided to full-time faculty, whichever is greater) District~~
316 ~~match on funds deposited into the 403b Plan.~~
317

318
319 TA: 02/11/25

320 CL: CL
321 CL

322

323 DG: 

Signature: Catherine Levitt
Catherine Levitt (Feb 12, 2025 15:07 PST)

Email: clevitt@collegeofthedesert.edu