Santa Clarita Community College District

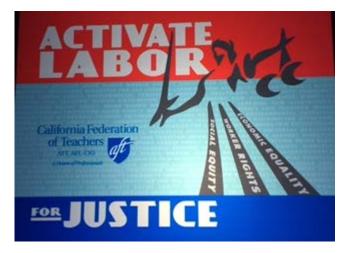
Part-time Faculty United American Federation of Teachers

Local 6262

AGREEMENT



July 1, 2014 – June 30, 2017



Available on the Intranet to District employees at: <u>https://intranet.canyons.edu/offices/AFT/</u>

ARTICLE 1:	AGREEMENT	3
ARTICLE 2:	RECOGNITION	4
ARTICLE 3:	DISTRICT RIGHTS	5
ARTICLE 4:	AFT RIGHTS	6
ARTICLE 5:	ORGANIZATIONAL SECURITY	8
ARTICLE 6:	ASSIGNMENT AND SCHEDULING	. 10
ARTICLE 7:	PERSONNEL FILES	. 13
ARTICLE 8:	EVALUATIONS	. 14
ARTICLE 9:	LEAVES	. 17
ARTICLE 10:	TOTAL COMPENSATION	. 21
ARTICLE 11:	WORKING CONDITIONS	. 23
ARTICLE 12:	NON-DISCRIMINATION	. 25
ARTICLE 13:	GRIEVANCE	. 26
ARTICLE 14:	HIRING PROCESS FOR FACULTY CONTRACT POSITIONS	. 30
ARTICLE 15:	INTELLECTUAL PROPERTY RIGHTS	. 31
ARTICLE 16:	RETIREMENT ARTICLE	. 32
ARTICLE 17:	SAVINGS PROVISION	. 33
ARTICLE 18:	ACADEMIC FREEDOM	. 34
ARTICLE 19:	PROFESSIONAL DEVELOPMENT	. 35
ARTICLE 20:	PARITY	. 36
ARTICLE 21:	OFFICE HOURS	. 37
ARTICLE 22:	NONCREDIT FACULTY	. 39
ARTICLE 23:	DISCIPLINE	. 43
APPENDIX A:	ADJUNCT SALARY SCHEDULE	. 44
APPENDIX B:	CLASSROOM EVALUATION REPORTS	. 57
APPENDIX B:	ONLINE VISITATION AND EVALUATION REPORT	. 61
APPENDIX C:	BOARD POLICY 4030: ACADEMIC FREEDOM	. 65
APPENDIX D:	PROFESSIONALISM REPORT	. 69
APPENDIX E:	VISITATION AND EVALUATION REPORT FOR NON-INSTRUCTIONAL FACULTY	. 72
APPENDIX F:	VISITATION AND EVALUATION REPORT FOR NONCREDIT FACULTY	. 76
APPENDIX G:	STUDENT EVALUATION SURVEY	. 78
APPENDIX H:	DISTRICT-COMPENSATED COMMITTEES	. 80
APPENDIX I:	SCHEDULED OFFICE HOURS COMPENSATION	. 81
2014-2017 AG	GREEMENT SIGNATURE PAGE	. 82

ARTICLE 1: AGREEMENT

- A. This agreement is made and entered into by and between the Board of Trustees of the SANTA CLARITA COMMUNITY COLLEGE DISTRICT (hereinafter designated as the "District" or "Board") and the PART-TIME FACULTY UNITED (hereinafter referred to as the "AFT"), an employee union of Local 6262 of the American Federation of Teachers. The term of this Agreement shall be from July 1, 2014 to June 30, 2017.
- B. Unless mutually agreed upon, there will be no reopeners for the term of this agreement.
- C. This agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549.3 of the Government Code.
- D. This Agreement is not intended to modify or replace the rights of each faculty member in the bargaining unit under the law. Both parties agree to comply with state and/or federal law.

ARTICLE 2: RECOGNITION

- A. The Santa Clarita Community College District hereby confirms its recognition of the Part-Time Faculty United, American Federation of Teachers Local 6262, as the exclusive representative for all temporary academic (credit and non-credit) employees This article excludes employees (probationary and permanent faculty, management, supervisory, and classified employees) performing faculty service beyond their full-time assignment, faculty teaching not for credit classes, and Child Development permit teachers.
- B. The AFT and the District shall have the right to seek unit clarification by PERB proceedings on any new titles. Nothing agreed to herein will prevent adjustments to the unit to be made upon mutual agreement of the District and the Union.

ARTICLE 3: DISTRICT RIGHTS

- A. Except to the extent limited by the terms and conditions of this Agreement, the District has all the rights, powers, functions, and authority established by law, as well as the right to require Employees to observe written rules and regulations not inconsistent with this Agreement.
- B. The adoption, modification or repeal of any written rule, regulation or policy of the Board that is not governed by the terms of this Agreement shall remain subject to negotiation to the extent the rule, regulation, or policy relates to wages, hours or other terms and conditions of employment as defined by Government Code Section 3543.2. If the Board contemplates any such change, the parties agree to reopen negotiations for the limited purpose of attempting to reach an agreement regarding the proposed adoption, modification, or repeal.
- C. The Board of Trustees may legally delegate or assign any Board rights or responsibilities to management or other official persons, divisions, departments and committees, as it shall determine appropriate.

ARTICLE 4: AFT RIGHTS

- A. A reasonable number of AFT representatives shall have the right of access to areas in which employees work so long as the representatives do not interfere with the work performance of any employee.
- B. A bulletin board in the mailroom may be used exclusively by AFT. AFT may use one-half of the bulletin boards described below.
 - 1. Reprographics Center or alternative location
 - 2. Bulletin Board in the Part-Time Faculty Offices.
 - 3. All items to be posted shall bear the date of posting and the designation of AFT and shall be removed by AFT within a reasonable amount of time.
- C. One mailbox shall be designated for the exclusive use of AFT.
- D. Communications placed in institutional mailboxes shall bear the designation of AFT.
- E. AFT will pay for its own supplies.
- F. The District will provide one four-drawer filing cabinet (with lock) in the Part-time Faculty Office. District will provide a phone line with voice-mail box for AFT. The AFT shall be permitted free office space on the Main Campus.
- G. AFT shall be permitted the use of facilities and equipment subject to the regulations governing other users as specified in the District policy on use of facilities.
- H. Information
 - 1. The District agrees to provide to the AFT, upon written request, documents reasonably related to negotiations which are public record.
 - 2. Prior to each meeting of the Board of Trustees, the AFT will be provided with a copy of the agenda and non-confidential back-up material for the current meeting and a copy of the minutes of the previous meeting. Confidential and internal communications will be excluded.
 - 3. The District will provide to the AFT, upon written request, a copy of the tentative budget, adopted budget, and other public financial information.
 - 4. The District will provide to the AFT, upon written request, information relevant and necessary to representation.
 - 5. When materials are requested that are not readily available in the form requested, AFT shall pay for the staff time and supplies necessary to produce materials; providing such material is subject to the time limitations of staff and work priorities. An estimate of cost, when applicable, shall be provided to AFT.
- I. Unit members shall be granted leave, upon request and without loss of compensation, for purposes of enabling the part-time faculty member to serve as an elected representative of AFT 6262, the California Federation of Teachers, or the American Federation of Teachers. AFT will provide or reimburse costs of substitute(s) for its representatives on such leave.
- J. For the life of the contract, the District will provide \$12,000 per year to AFT for current parttime faculty members for meeting and negotiating, processing grievances and AFT business. AFT will provide the names and hours to be compensated to Payroll. Such Unit Members shall be compensated at the appropriate hourly rate on the Part-Time Faculty Schedule. Such compensation shall be considered as payment for professional ancillary activity and as such, in accordance with Education Code Section 87482.5(c), shall not be used for purposes of calculating eligibility for contract or regular status under the sixty-seven percent law.

- K. By the end of the first week of each semester the District shall provide the AFT with the most current information outlined above for those Unit members that were not employed by the District in the previous semester. By the fourth Monday of each semester or as soon as possible thereafter, the District shall furnish the Union once each semester, without charge, a list (in electronic form) of Unit Members then currently employed. This list shall contain the names, assignments, home addresses and e-mail addresses of currently employed Unit Members. In addition, home telephone numbers shall be provided for all Unit members except for those Unit Members who have indicated on the District form that their home phone numbers not be disclosed.
- L. Designated representatives of the District and AFT shall meet on mutually agreed-upon dates, place(s) and time(s) for the purpose of reviewing the administration of the Contract of Agreement in force and attempting to resolve any problems that may arise. Both parties may submit an agenda for discussion.
- M. Upon the request by the AFT President, AFT shall have the right to appoint a representative(s) to District budget, calendar, academic staffing, and college policy council committees which deal with issues affecting AFT Unit Members. Committees made up exclusively of School Board members and the Superintendent-President are exempt from this provision.
- N. A copy of this contract shall be provided, without cost to each member of AFT unit.
- O. The District shall provide the AFT with a current Faculty Handbook.

ARTICLE 5: ORGANIZATIONAL SECURITY

- A. Upon receipt of written notice from AFT, the District will implement the provisions of SB1960 (Chapter 893, Statutes of 2000) regarding membership dues and fair share service fees ("service fees") as provided in this Article.
 - 1. Except as expressly exempted herein, all bargaining unit employees who do not maintain membership in AFT are required as a condition of continued employment to pay service fees to AFT.
 - 2. AFT has the exclusive right to have employee organization membership dues and service fees deducted by the District from the wages or salary of employees in the bargaining unit in accordance with the provisions of this Article.
 - 3. Upon request for implementation of the provisions of SB1960 by AFT, the District will implement automatic payroll deductions for all current bargaining unit employees in accordance with the District's procedures and AFT's dues and service fees schedule. The District will implement automatic payroll deductions for new bargaining unit employees upon employment and after notification from AFT to the employee as to the appropriate deductions.
 - 4. AFT may specify a change in the amount of the dues or service fees provided an authorized AFT officer submits a written notice to the District for such adjustment.
 - 5. The District shall, without charge, transmit to AFT the sums deducted under this Article, except that the District shall transmit to a designated charitable organization sums deducted in lieu of service fees in the case of an employee's bona fide religious objection.
- B. An employee who has a bona fide religious objection, as defined by Government Code section 3546.3 to the payment of service fees in support of an "employee organization," as defined in Government Code section 3540.1(d), shall not be required to join, maintain membership in, or pay dues or service fees required as a condition of employment. However, such employee shall be required, in lieu of service fees required by this Article, to pay sums equal to such service fees to a designated nonreligious, nonlabor, charitable fund exempt from taxation under section 501(c)(3) of Title 26 of the United States Internal Revenue Code:

COC Foundation United Way Santa Clarita Homeless Shelter

- C. Any employee claiming this religious exemption shall, as a condition of continued employment, furnish to AFT and to the District a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets of teachings set forth objections to joining or financially supporting employee organizations.
- D. AFT shall establish internal complaint procedures for resolving issues such as the appropriateness of service fees. It shall be the sole responsibility of AFT to resolve such complaints, and it is the expressed intent of the parties that any such dispute or claim shall be specifically excluded from the grievance procedure as provided in this Agreement.
- E. AFT agrees to indemnify and financially hold harmless the District, its Governing Board, officers and administrators against claims, demands, costs, lawsuits, including attorney fees incurred in defending said persons or District, or any other form of liability or expense, including but not limited to, all court or administrative costs, that may arise out of or by

reason of action taken by the District for the purpose of complying with this Article, except AFT shall have no requirement to indemnify or hold the District harmless if the subject of the claim was solely the responsibility of the District.

ARTICLE 6: ASSIGNMENT AND SCHEDULING

It is in the best interest of the District and the intent of both parties to rehire experienced, competent part time faculty.

- A. When there is a need for additional service beyond that provided by full time faculty unit members (COCFA), work assignments for all semesters and sessions may be given to part time faculty who meet the following criteria:
 - Minimum qualifications and/or appropriate certification
 - Demonstrated competency, expertise and/or appropriate education or training in the discipline, sub-field of the discipline, or particular course.
 - Absence of complaints investigated by the dean and/or Human Resources
 - Availability for the assignment
 - Compliance with college policies and procedures
- B. Once the Full-Time faculty members, have received the assignments for upcoming semesters and sessions, the Department Chair shall send a complete list of the known, available course sections or other work assignments via e-mail to the canyons.edu e-mail addresses of the department's unit members (defined as unit members with assignments within the past six (6) semesters) by the deadlines specified in 6H.. A paper copy will be placed in a unit member's campus mailbox upon request by the same deadlines.
 - Communication accompanying the list shall include a deadline by which to respond and a response form or instructions as to the procedure to indicate preferences.
 - Unit members will rank according to preference all classes on the list they are willing and available to teach, with rank #1 being the most preferred class.
 - The response form will also have a section in which unit members will indicate the number of classes/hours they are requesting (e.g., 3 classes/9 units), not to exceed 67% load.
 - The response form will also have a section to indicate "Usually Teach" for each class so that the unit members can indicate courses that are typically assigned to them.

The deadline to reply must be at least seven (7) calendar days after the initial e-mail is sent. It is the responsibility of unit members to check their canyons.edu e-mail for such communication and to respond to their Department Chair by the deadline.

C. Unit members (as determined by Human Resources) who have:

- taught for four (4) regular semesters within the past three years;
- received an overall evaluation of 2.5 or better in section H of the most recent evaluation, with no scores of 5 in sections A-G; and
- continue to meet the criteria in 6.A above

shall be deemed as eligible adjuncts and offered assignments before non-eligible adjuncts for the fall and spring semesters. In the event that the evaluation scale is reversed such that 5 becomes the best rating, unit members must receive a 3.5 or better and no scores of 1 in sections A-G to be deemed eligible adjuncts

- 1. The list of eligible and ineligible unit members for the past six (6) semesters will be made available to AFT and the Instruction Office by the first Monday in April. A good faith effort will be made to offer a requested spring assignment load that is at least as many hours as the fall assignment load.
- 2. Retired COC full-time faculty who wish to teach part time may be deemed qualified members of the eligibility list based on teaching history and evaluations as full-time faculty. Management and classified employees may also be deemed as qualified members of the eligibility list if they meet the requirements for teaching history and evaluations specified in 6.C.
- 3. The spring semester assignment shall be at least one course if there are sufficient courses available.
- 4. The assignment for either semester may change under the following conditions:
 - Change in funding that results in a reduction of department course offerings;
 - Change in course availability due to the change in the number of department fulltime faculty or full-time faculty reassigned/release time.
 - Change in course offerings due to a change in curriculum.
 - Change in off-campus site priorities (e.g. Nursing clinical sites) external to the college.
- D. After full-time faculty assignments are made, part-time teaching assignments will be offered according to group priorities and by the deadlines specified below:
 - 1. Initial teaching assignments for fall and spring semesters will be assigned to the following groups in this priority order:
 - a. eligible adjuncts
 - b. non-eligible adjuncts (including newly hired adjuncts)
 - 2. The District reserves the right to initially leave some sections unstaffed if uncertainty exists as to the likelihood the section or assignment will be needed.
 - 3. a. In the fall and spring semesters, if and when the District assigns staff to the previously unstaffed sections, it must do so according to the group priorities in 6.D.1.e-mail. In the fall and spring semester, if sections are added late/after the teaching assignments have been made, assignment offers must adhere to the group priorities in 6.D.1.
 - a. If due to circumstances unrelated to the unit member, s/he was bumped from one or more sections, or the assignment offer was rescinded prior to the start of the term, and the District later adds one or more sections in the unit member's discipline, the unit member may be considered for a replacement assignment conditional on 6.A, before additional staffing assignments are made per 6.D.1.
 - 4. For winter and summer sessions, the list of eligible unit members will not be used and the assignments will be made according to Articles 6.A and B.
- E. If a unit member is bumped or has a class cancelled within one week of the initial class meeting, the unit member shall be paid for the equivalent of the first three hours of the cancelled assignment. The unit member must submit a timesheet to be paid for the three hours. If a class is cancelled after the initial meeting, the employee will be paid for the time worked. The appropriate instructional dean will make a good faith effort to notify the unit member that they are entitled to compensation if the class was cancelled within a week of the start date.

- F. Regardless of the presence of a two-semester assignment, a full-time faculty member may assume some or all of the assignment of a part time faculty member even after a contract is signed, only if the class(es) or other assignment is/are needed to fill out the full-time work assignment as determined by the contract for full-time faculty.
- G. After every good faith effort has been made to follow all parts of this Article noted above (A-F), these considerations shall not limit or restrict the District's flexibility to schedule, make assignments or to add or eliminate course sections or other work responsibilities after the initial draft of the work or class schedule is developed.
- H. The District will make a good faith effort to schedule and staff classes according to the timeline below. Reasons for exceptions to the timeline below may include the following:
 - Uncertainty in funding that results in a reduction or expansion of department course offerings;
 - Change in course availability due to the change in the number of department full-time faculty or full-time faculty reassigned/release time;
 - Change in course offerings due to a change in curriculum, reorganization, or administrative priorities concerning enrollment;
 - Change in off-campus site priorities (e.g. Nursing clinical sites) external to the college; and
 - Technical difficulties with software or data systems;

When such issues arise, the District will notify AFT of a delay in following the timeline below:

	Department Chairs to send List of Available Sections to Unit Members according to D.1. above no later than	Department Chairs to send Offers of Teaching Assignments to Unit Members no later than
Summer	First Monday in March	Last Monday in March
Fall	Second Monday in April	Second Monday in May
Winter/Spring	First Monday in October	First Monday in November

* Subject to change in calendar

ARTICLE 7: PERSONNEL FILES

- A. A single personnel file, secured in a lockable cabinet in the Human Resources Office, will exist for each Unit Member. These files shall not include the records relating to grievances or arbitrations.
- B. Derogatory materials will not be filed in the Unit Member's personnel file until the employee has been given notice of the filing and has had at least ten working days to submit a response to be attached to the material. Derogatory anonymous materials will not be added to the file.
- C. At the request of the employee, derogatory material may be removed after two years with mutual agreement between the Unit Member and the Superintendent/President.
- D. Authorization to inspect the Unit Member's personnel file is granted to the employee (by appointment) and the Superintendent/President or his/her designee. The Unit Member's designee may inspect the file with non-continuing written permission from the employee.
- E. The District shall keep a log indicating the persons (other than persons whose duty it is to maintain the files) who have examined the personnel file. The log shall be maintained in the Unit Member's personnel file and shall include the person who examined the file, as well as the date such examinations were made.
- F. Information from the personnel file shall not be released without Unit Member consent unless compelled by law, judicial order or subpoena, or legitimate need to know.
- G. The original of all performance evaluations will be placed in the Unit Member's personnel file.
- H. Unit Members will have the right, by appointment, to inspect and request and receive copies of materials in their personnel file during normal business hours, but not during the time the employee is actually required to render services to the District. Pre-employment materials will be removed from the file prior to the inspection appointment in accordance with Education Code. The employee will be charged with the cost of copying materials.

ARTICLE 8: EVALUATIONS

- A. To assure the highest quality educational programs and services, Unit Members shall be observed and evaluated. The evaluator should arrive on time and be professional as well as respectful to the adjunct faculty member and students in the class.
- B. Definitions
 - 1. An "evaluatee" is the person being evaluated.
 - 2. At the discretion of the department chair, the primary "evaluator" is a full-time faculty member, part-time faculty member, or department chair in the department or division of the evaluatee. At the discretion of the department chair, an appropriate educational administrator may be assigned to the evaluation.
 - a. If the class to be visited is an online class, the evaluator will have online teaching experience. If the department chair is not able to assign an evaluator as described in B.2 who has online teaching experience, the evaluator will either be a full-time faculty member in a related discipline who has online teaching experience, or co-evaluators (one assigned per B.2 and the other a faculty member or educational administrator who has taught the course in online pedagogy required for online certification at College of the Canyons), assigned by the Dean of Distance Learning.
 - b. If co-evaluators are assigned for an evaluation of an online class, the evaluator assigned per B.2 will complete only that part of the evaluation pertaining to knowledge of the course content; the faculty member who has taught the course in online pedagogy required to become qualified to teach online at College of the Canyons will complete the part of the evaluation pertaining to course design, presentation, and execution.
 - c. If a hybrid class is 50% or more online, the class visitation will be online using the online form (Appendix B Online). If a hybrid class is less than 50% online, the class visitation will be in the classroom using the classroom form (Appendix B Classroom).
 - 3. An "observation" is the observation of the Unit Member, in the performance of his or her duties, by the evaluator.
 - The "instrument" is the agreed upon Visitation and Evaluation Report (Appendix B Classroom or Appendix B - Online) for teaching faculty. Non-teaching part-time faculty will be evaluated using the Non-Instructional Visitation and Evaluation Report (Appendix E).
- C. Scheduling and Frequency
 - 1. Part-time instructors shall be evaluated during the first semester of employment and at least one additional time during the next four semesters of employment. Part-time faculty who primarily work winter or summer sessions only will be evaluated during the applicable session. Thereafter, part-time instructors will be evaluated at least one time during every four semesters of employment.
 - 2. In the absence of complaints investigated by the dean and/or Human Resources or significant failure to follow district policies and procedures, and in the presence of good student evaluations, part-time instructors who have taught for at least twenty (20) semesters shall be evaluated once every six semesters of employment.

- 3. At the option of the Department Chair, a Unit Member may be evaluated when he or she is assigned to teach a new course within the discipline or other discipline the Unit Member has not previously taught at the District.
- D. The complete evaluation documents shall include, but not be limited to, the following items:
 - 1. Student Evaluation: A student survey, jointly agreed to by the parties, shall be administered to all students of the faculty member to be evaluated. Student evaluations will be used to improve instruction, not as a sole determinant of employee status. Student evaluations for online classes will be administered consistent with the process used for full-time faculty.
 - 2. Classroom/Non-Instructional Evaluation Report:
 - a. The evaluator shall make at least one classroom or other work place observation, to be no less than fifty minutes in length whenever possible (but may be longer if the class or lab session observed is longer). An evaluation report based on this observation and other appropriate criteria will be completed on the forms jointly agreed to by both parties.
 - b. The evaluation report (Appendix B Classroom or Appendix E) should be completed by the evaluator and submitted to the part-time faculty member within twenty-eight (28) calendar days from the observation date. It will then be forwarded to the department chair, and division dean, who will sign off on the report, indicating that they acknowledge the findings. Any evaluation report submitted to the part-time faculty member later than the twenty-eight (28) calendar days is still valid.
 - 3. Online Evaluation Report:
 - a. If the class to be evaluated takes place online, the evaluator shall, during a prearranged and mutually agreed on meeting with the evaluatee, access one current online course section for review. The meeting can take place in person or virtually, and should be no less than thirty minutes in length, but may be longer if the complete section cannot be reviewed within thirty minutes. An evaluation report based on this observation and other appropriate criteria will be completed on the forms jointly agreed to by both parties.
 - b. The evaluation report (Appendix B Online) should be completed by the evaluator and submitted to the part-time faculty member within twenty-eight (28) calendar days from the observation date. It will then be forwarded to the department chair and division dean, who will sign off on the report, indicating that they acknowledge the findings. Any evaluation report submitted to the part-time faculty member later than the twenty-eight (28) calendar days is still valid.
 - 4. Self-Reflection: Each part-time instructor will complete a written self-reflection, due to the evaluator at least five (5) calendar days before the Evaluation Conference, to be used to improve instruction and not as a determinant of employee status. The self-reflection shall include, but may not be limited to:
 - a. Objectives for improvement, change or maintenance of methodology based on the results of the student survey, a self-examination of teaching methods, and whatever other factors are deemed relevant.
 - b. A review of the objectives for improvement, if any, from the evaluatee's last evaluation.
 - c. A summary of professional growth activities.

- d. A listing of reasonable resources that can be provided by the District to help improve instructor teaching.
- 5. The Professionalism Report (Appendix D) is an optional report regarding the evaluatee's professionalism and other faculty responsibilities. The Professionalism Report is in addition to the Visitation and Evaluation Report (Appendix B Classroom, Appendix B Online, or Appendix E). This report can be requested by the member, the member's department chair, or the member's division dean. It must be requested and completed within the same semester as the member's comprehensive evaluation. It can be completed by the member's department chair or division dean. If Appendix D is completed, the member should be notified via e-mail by the division dean ten (10) days in advance of the final review conference. The Professionalism Report should be submitted to the member within twenty-eight (28) calendar days from the observation date and will become part of the member's comprehensive evaluation report. All evaluation documents will be placed in the adjunct instructor's District personnel file.
- E. Evaluation Conference:
 - 1. An evaluation conference to be held no sooner than seven (7) calendar days after the observation will be scheduled by the evaluator. The conference will deal with, but not be limited to, the items listed above in the evaluation report and Self Reflection.
 - 2. If requested by the evaluatee, the division dean may be included in this meeting to discuss the Professionalism Report.
- F. If desired, the evaluatee may submit a written, signed response regarding Appendix B Classroom, Appendix B Online or Appendix E (and optional Appendix D) to the division dean within fourteen (14) calendar days after the Evaluation Conference.
- G. The evaluatee may challenge the initially proposed evaluator and request an alternate evaluator be assigned. The replacement evaluator will be assigned by the division dean in consultation with the department chair. This challenge must be received by the division dean with five (5) calendar days of the communication informing the unit member of the initially proposed evaluator, and may only be exercised once per evaluation.
- H. In the event the evaluate feels the evaluation report and/or overall evaluation score is inaccurate or non-representational, the evaluate may request a second evaluation to be conducted by a different evaluator.
 - 1. The evaluate must submit a written request for a second evaluation to the division dean within five (5) workdays of receipt of the completed evaluation form, specifying the perceived problem with the original evaluation and the justification for a second evaluation.
 - 2. The evaluatee will receive a written response to the request for a second evaluation within ten (10) workdays of the request.
 - a. If a second evaluation is granted, it will be scheduled for the following semester.
 - b. If a second evaluation is not granted, the response must include specific reason(s) for denying the request based on substantive, not staffing, criteria. Refusal to grant a second evaluation is not grievable by the evaluatee or AFT.
- I. All evaluation documents as described in section D above should be submitted to Human Resources before the end of the respective semester or session that the evaluation occurred.

ARTICLE 9: LEAVES

A. Sick Leave

- 1. Unit Members shall earn one (1) hour of paid sick leave after every eighteen (18) hours worked during the fall and spring semesters. An hour is defined as fifty (50) minutes for accruing and deducting sick leave.
- 2. An instructor will notify the Office of Instruction of illness as soon as possible so that students can be notified appropriately.
- 3. Sick leave may not be used prior to its accumulation.
- 4. At the beginning of each semester, the District shall post for each Unit Member, online, an accounting of the number of paid hours of illness leave he/she has accumulated. Exact sick leave which is available to unit members may be requested from payroll at any time.
- 5. Any unused portion of this paid sick leave will be accumulated indefinitely and will be returned to the employee if he or she returns to service with the District.
- 6. Unit members have the right to transfer accumulated sick leave from other eligible entities (e.g. other California Community Colleges) as required by the Education Code.
- 7. Deductions for any person placed under quarantine will be made on the same basis as if the Unit Member were ill.
- B. Catastrophic Leave
 - 1. The District shall establish a catastrophic illness or injury pool. Leave hours may be utilized from this pool to provide replacement services for a Unit Member. A committee composed of two (2) representatives from the Office of Human Resources and two (2) representatives selected by AFT shall determine who shall be allowed to use the days from the pool. The committee shall recommend rules and regulations for the administration of the pool.
 - 2. Catastrophic illness or injury shall be defined as an illness or injury that is expected to incapacitate the part-time faculty member for an extended period of time, or that incapacitates a member of the employee's family which requires the employee to take time off from work for an extended period of time to care for the family member (defined as spouse, child, parent, domestic partner or other family member living in the household), and taking extended time off creates a financial hardship for the employee because he or she has exhausted all of his/her sick leave and other paid time off. (BP 817).
 - 3. To request Catastrophic Leave, the unit member must complete a Catastrophic Leave Request Form, attach medical verification from a licensed medical physician which defines the catastrophic illness or injury (including estimated date of return), and submit all documentation to the Office of Human Resources.
 - 4. The unit member is entitled to some or all hours donated at the time of solicitation, based on the recommendation by the committee, provided the donated leave does not exceed the actual time needed during the semester in which the leave commenced
 - 5. He or she will use all paid leaves accrued on a monthly basis while in paid leave status as a result of a catastrophic leave.
 - 6. Unit Members shall have the right to voluntarily donate sick leave to a catastrophic leave pool for use by another Unit Member.
 - 7. Eligible leave credits must be donated in one (1) hour increments.

- 8. The donating unit member shall execute and file with the Office of Human Resources a form authorizing assigning accumulated sick leave to the Catastrophic Leave bank. The donation of eligible leave credits shall be irrevocable.
- 9. Leave donated and not used by the requesting unit member will be banked for future unit members.
- 10. Unit members leaving service with the District may donate accumulated sick time to the Catastrophic Leave Bank.
- 11. The Office of Human Resources will verify the information submitted on the Request for Catastrophic Leave form. Requests will be reviewed by the committee to determine if criteria have been met.
- C. Personal Necessity Leave
 - 1. Each year, at the discretion of the Unit Member, a Unit Member may use accumulated sick leave for personal necessity, which shall be deducted from the Unit Member's accumulated sick leave.
 - 2. Unit Members shall submit notification for personal necessity leave to their immediate supervisor at least two (2) days prior to the beginning of the leave, except when extenuating circumstances make this impossible.
 - 3. Under no circumstances shall paid personal necessity leave be used for the purposes of extending a holiday or vacation period, seeking other employment, attending to matters which could be taken care of outside of work hours, participating in recreational activities or participating in concerted actions.
 - 4. Traditional examples of personal necessity leaves include the following:
 - a. Accident to person or property of Unit Member, or person or property of a member of the Unit Member's immediate family (as defined in B.2.).
 - b. Health or well-being of the Unit Member's immediate family (as defined in B.2).
 - c. Religious holiday, rites or ceremonies of the Unit Member's faith.
 - d. Court appearance as a litigant or witness under subpoena or official order (for personal business).
 - e. Birth of a child for a Unit Member who is either a parent or grandparent of the child.
 - f. The adoption of a child making it necessary for Unit Member to be absent during regular assigned hours of service.
 - g. Imminent danger to the home of the Unit Member, occasioned by flood, fire, earthquake or similar serious nature which cannot be disregarded by the Unit Member.
 - h. Personal business (not involving employment or professional duties outside this contract from which it is intended or usual that income be derived) which, by its nature, could not be conducted before or after the teaching day.
 - i. Fire or other natural disaster preventing transportation to work.
- D. Bereavement Leave
 - A Unit Member shall be eligible for a paid leave of absence for the death of any member of the immediate family without loss of pay or deduction from other leave benefits found in the Article. This leave shall not exceed three (3) calendar days to a maximum of five (5) calendar days if travel exceeds 200 miles. Bereavement leave must be taken within the semester of the death or event.
 - 2. For the purpose of this section, immediate family shall be defined as: mother, father, stepparent, spouse, child, stepchild, foster child, brother, sister, grandparent, or

grandchild of the Unit Member or spouse, or any person living in the immediate household of the Unit Member. For the purposes of this section "domestic partner" shall be included in the definition of immediate family.

- E. Leave for Required Court Appearance
 - 1. A Unit Member subpoenaed to appear in court (other than as a litigant) or ordered to respond to an official order from another government agency for reasons not brought through the initiation, connivance or misconduct of the unit member will receive full salary.
 - 2. Jury duty leave shall be granted by the District for up to five (5) days of actual jury service without loss in pay. Any additional days can be used as Personal Necessity Leave.
 - 3. Unit members shall attempt to reschedule jury service to non-instructional days.
- F. Leave for Industrial Accident or Illness
 - 1. A Unit Member shall be provided a leave of absence for industrial accident or occupational illness under the following rules and regulations (per Education Code 87787)
 - a. The industrial accident or occupational illness must have arisen out of and in the course of the employment of the Unit Member and must be accepted by the District's Workers' Compensation insurer as a bona fide injury or illness.
 - b. A Unit Member who has sustained a job-related injury or illness shall report the injury or illness to the immediate supervisor on the District accident form no later than the next scheduled workday or as soon as possible thereafter.
 - c. Allowable leave for each industrial accident or illness will be for the number of days of temporary disability but not to exceed sixty (60) days and when the Unit Member would otherwise have been performing work for the District in any one (1) fiscal year for the same accident or illness.
 - d. Allowable leave will not be accumulated from year to year.
 - e. The leave under these rules and regulations will commence on the first day of absence.
 - f. Maximum salary during any one (1) period will not exceed the normal salary rate.
 - g. Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
 - h. When an industrial accident or illness leave overlaps into the next fiscal year, the Unit Member shall be entitled to only the amount of unused leave due to him/her for the same illness or injury.
 - i. During any paid leave of absence for industrial accident or occupational illness, the District receives temporary disability indemnity checks for the unit member. The District, in turn, shall issue the Unit Member's appropriate salary warrants and shall deduct normal retirement (on his/her full salary) and other authorized contributions.
 - 2. Upon termination of the industrial accident or illness leave, the Unit Member shall be entitled to the benefits provided for sick leave (Education Code Sections 87780, 87781, and 87786) and the absence for such purpose will be deemed to have commenced on the date of termination of the industrial accident or illness leave. If the Unit Member continues to receive temporary disability indemnity he/she may elect to draw on accumulated sick leave to provide (with temporary disability indemnity payments) total income not to exceed normal full salary.

G. Military Leave

A Unit Member will be granted unpaid military leave in accordance with the provisions of the Education Code, and of the Military and Veterans Code.

- H. Leave to Attend Professional Conferences
 - 1. With the prior approval of the Vice President of Instruction, or his/her designee, a Unit Member may be authorized to attend conferences, or special meetings, in the performance of school duties. Such attendance will not constitute absence from teaching service.
 - 2. Out-of-state travel to conferences by a Unit Member will be authorized only in exceptional circumstances. Upon return from travel, the Unit Member shall submit a written report to the administrative supervisor within a period of ten (10) working days.

I. Maternity Leave

Maternity leave using accumulated sick leave or without pay shall be granted to any Unit Member who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery there from. The length of the leave of absence, within the semester they are employed, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician.

J. General Policy

A Statement of Absence will be signed by any absent Unit Member and returned to the Office of Instruction within twenty-four (24) hours of return to campus. A statement from a licensed medical physician will be required if the absence relates to an illness and extends beyond one (1) week. A current statement from the physician should indicate the date of incapacity, length of absence, and the employee's ability to return to work.

K. Reinstatement After Leave of Absence

At the expiration of the leave of absence of the employee, the employee, unless he or she otherwise agrees, shall be reinstated in the position held by him or her at the time of the granting of the leave of absence (Ed Code Section 87774) when s/he returns from leave during the semester in which the leave was granted. If unable to return during the same semester that the leave was taken, unit members who wish to return to duty in a future semester and who meet the eligibility requirements as outlined in Article 6 should contact the Department Chair. This does not guarantee any employment in subsequent semesters.

ARTICLE 10: TOTAL COMPENSATION

The Santa Clarita Community College District employs a Total Compensation Model with regard to employee salary and benefits.

- A. Unit members shall be paid for teaching assignments on a per course basis using the contact hours associated with the assignment.
- B. Adjunct faculty salaries for teaching credit courses and enhanced noncredit courses are implemented in accordance with the Adjunct Salary Schedule and all the terms included on the schedule. (*Appendix A, Adjunct Salary Schedule Section A*).
 - 1. For 2014-2015 adjustments to the Adjunct Salary Schedule will be3% effective July 1, 2014.
 - 2. For 2015-2016 adjustments to the Adjunct Salary Schedule will be 5% effective July 1, 2015.
 - 3. All adjunct instructors are initially placed on Range 1/Step 1 of the Adjunct Salary Schedule. Advancement to Step 2 of the Adjunct Salary Schedule requires that a unit member complete 4 semesters of service (excluding summer and intersessions). Advancement to Step 3 of the schedule requires that a unit member complete 6 semesters of service at Step 2. The increase from Step 2 to Step 3 is approximately 3%. Salary scales are rounded to the nearest cent per standard rounding methods. Upon which time the targeted 3% salary change is modified by the rounding to a difference of over .5%, the District and AFT will agree to a one-time salary scale adjustment.
 - 4. Adjunct instructors with an earned doctorate (Ph.D. or Ed.D.) in a relevant field from an accredited institution, will be placed on Range 3 of the Academic Adjunct Salary Schedule. Associate Adjunct instructors with an earned doctorate (Ph.D. or Ed.D.) in a relevant field from an accredited institution will be placed on Range 4 of the Academic Adjunct Salary Schedule.

Unit members must provide official transcripts to Human Resources for this benefit to apply. Once verified, the benefit will apply to the next semester of employment. For example, verification in the summer will apply to the fall semester and going forward.

- C. A noncredit adjunct faculty rate of pay is implemented in accordance with the Adjunct Salary Schedule (*Appendix A, Adjunct Salary Schedule Section B*). For 2014-2015 the rate is \$35.71 per hour effective July 1, 2014. For 2015-2016 the rate is \$37.50 effective July 1, 2015. This hourly rate of pay applies to noncredit faculty as defined in Article 22: Noncredit Faculty.
- D. Beginning August 19, 2016 noncredit faculty as defined in Article 22 will be compensated per the newly agreed upon Appendix A, Adjunct Salary Schedule Section B indicating a four-cell pay scale. Fall 2016, noncredit faculty will be placed on range one, step one -

\$37.50 per hour regardless of prior service with the SCCCD or any other college. Noncredit faculty with four semesters of service will move to Step 2.

- E. A noncredit TLC (The Learning Center) adjunct faculty rate of pay is implemented in accordance with the Adjunct Salary Schedule (*Appendix A Adjunct Salary Schedule Section C*). For 2014-2015 the rate is \$39.99 per hour effective July 1, 2014. For 2015-2016 the rate is \$41.99 effective July 1, 2015. This hourly rate of pay applies to noncredit faculty assigned to TLC.
- F. Beginning August 19, 2016 noncredit TLC faculty will be compensated per the newly agreed upon Appendix A, Adjunct Salary Schedule – Section C – indicating a four-cell pay scale. Fall 2016, noncredit faculty will be placed on range one, step one - \$41.99 per hour regardless of prior service with the SCCCD or any other college. Noncredit faculty with four semesters of service will move to Column 2.
- G. A non-instructional rate of pay is implemented in accordance with the Adjunct Salary Schedule Appendix A, Adjunct Salary Schedule – Section D and Section E). A noninstructional rate of pay of 65% of a unit member's current rate of pay shall apply towards pre-approved (District requested and administrator approved) non-instructional activities effective February 1, 2014. Approved non-instructional activities include but are not limited to: curriculum development, required attendance at conferences/workshops/training sessions as a participant or presenter, proctoring and grading assessments beyond what is required for assigned classes, and requested service on specific committees.
- H. The District will make payments for Supplementary Services for Adjunct STRS members upon both Board approval and completion of the services. Adjunct PERS members must submit Supplementary Services forms to Payroll Services monthly, even if the assignment is not yet completed.
- I. It is the responsibility of the Unit Members to notify the Office of Human Resources as soon as they discover any error in placement on the salary schedule. Errors discovered either by the Unit Member or by the District will, in every case, be recovered to the extent allowed by law either by the District or by the Unit Member.

J. <u>Health Benefits</u>

AFT and the District will continue to work together to find a health benefit plan that would provide part-time faculty access at no cost to the District. If and when a plan is in place, the District will reimburse adjunct faculty members for that percentage that the District is actually reimbursed by the State of California.

ARTICLE 11: WORKING CONDITIONS

- A. Safe Working Conditions
 - 1. The District shall provide as safe as reasonably possible working conditions for unit members.
 - 2. All district activities shall be conducted in accordance with applicable OSHA regulations. Unit members are encouraged to submit written recommendations using the established on-line process regarding the maintenance of safe working conditions, facilities and equipment, and repairs and modifications to insure compliance with appropriate safety standards.
 - 3. Unit members shall observe posted safety rules.
 - 4. The district has a Safety Committee. AFT shall have the right to appoint one (1) Unit Member to the Safety Committee. Attendance at the committee meeting(s) will be considered allowable FLEX time, however, attendance hours will not be deducted from the total available per Article 19. The committee shall conduct surveys, accept petitions or complaints, and make recommendations to the Superintendent/President. Such recommendations shall be considered for implementation as soon as possible.
 - 5. TB Testing will be required of all Unit Members every four (4) years.
 - 6. The District will offer Shelter-in-Place training for all Unit Members. Compensation will be in the form of FLEX hours, per this agreement.
 - 7. The District will offer sexual harassment and avoidance training for all Unit Members. Compensation will be via FLEX hours as outlined in this agreement.
 - 8. The District will offer training related to Sexual Assault response for all unit members. Compensation will be via FLEX hours as outlined in this agreement, however if such training is mandatory, there will be no deduction from the FLEX hour allotment.
- B. Participation in Governance
 - 1. Unit Members may attend and be heard at department meetings. At the option of the permanent department members, unit members may have the right to vote on specific department issues.
 - 2. Unit Members may have the opportunity to serve on department committees at the request of the Department chair. If paid at the non-instructional rate, such payment must be approved in advance by the Chief Instructional Officer or designee.
 - 3. Unit Members may request to serve on relevant campus committees.
 - 4. Unit Members shall continue to have the opportunity for faculty service outside of the classroom, including but not limited to course development and grant-writing.
 - 5. The district will pay one Unit Member each, at the non-instructional rate per the applicable adjunct salary schedule (Appendix A), for service on the committees specified in Appendix H. Prior approval must be provided by the CIO, and hours worked will be submitted by the unit member via timesheet. Such pay shall be considered pay for ancillary activities and shall not count towards the cap, as provided by State law.
 - 6. Part-time faculty members are welcome to serve on all standing District-wide committees and ad hoc committees as appropriate.
 - 7. If, at the end of the Academic Senate department chair selection process no full-time faculty member has been identified to perform department chair duties, and with CIO approval, Unit Members may serve as Department Chairs. If a Department Chair has

been identified, Unit Members may, upon invitation, perform Department Chair duties and receive appropriate compensation.

C. Mailboxes

A mailbox will be provided to each Unit Member on the primary campus of instruction each term, in the campus mailroom.

D. Office Space

Unit Members shall have access to office and storage space as well as computer and phone access, at least as currently provided. The District will provide Bonelli 312, Boykin 115, and CCC 507 for the use of part-time faculty in the performance of course preparation, office hours, and other academic related activities.

E. Travel

If a Unit Member uses his/her own vehicle for pre-approved District business, per District policy, the District shall:

- 1. Provide reimbursement at the District's established rate per mile, if requested.
- 2. Upon receipt of adequate proof of loss, reimburse Unit Members for damage to their personal property in an amount not to exceed two hundred fifty dollars (\$250) or an amount necessary to satisfy any deductible requirements of the Unit Member's personal insurance, whichever is less. Such reimbursement shall not be paid to any Unit Member who received a citation from a law enforcement agency in connection with such property loss unless such citation is dismissed by a court of competent jurisdiction.
- 3. In the event a unit member's assignment based upon the needs of the department and at the specific request of the CIO (or designee) is split between two or more instructional locations (for example, the Valencia campus, the Canyon Country Campus or other off-campus site(s) or satellite(s) or the District) during the course of a regular work day (such that the assignment creates a need to travel between the site(s)) the District shall reimburse for mileage accrued in the course of that day and assignment at the District rate.
- F. Parking

The District will pay for parking for unit members for the life of the Agreement.

G. Graduation - Caps and Gowns

Unit members are encouraged to participate in commencement exercises. The District will provide for the free rental of caps and gowns, through the campus Bookstore, for use during the graduation ceremony.

ARTICLE 12: NON-DISCRIMINATION

- A. The District and the AFT agree that all unit members are entitled to equal employment opportunity. The District and AFT will not discriminate against any unit member on the basis of race, color, religion, national origin, ancestry, sex, age, marital status, veteran status, sexual orientation, disability as defined by the American with Disabilities Act and/or Fair Employment and Housing Act or other protected category, in any of its policies, procedures or practices.
- B. AFT and the District recognize that all members of the bargaining unit are entitled to a discriminatory harassment-free work environment.
- C. The District agrees not to discriminate against any Unit Member because of membership in or participation in the lawful activities of the Union.

ARTICLE 13: GRIEVANCE

A. Definitions

- 1. A "grievance" is a claim by a Unit Member (employee) that there has been a violation of a specific provision of the Agreement.
- 2. "Academic year" is the period commencing with the first day of Fall Semester and ending on the day of commencement.
- 3. An "aggrieved person" or "grievant" is the Unit Member (employee) or group of unit members (employees) who believes he/she or they has/ have been adversely affected or the Union.
- 4. "Workday": A workday is defined as any day on which the central administrative offices of the District are open for business during the Fall and Spring Semesters.

B. General Provisions

- 1. The purpose of this procedure is to secure, at the lowest possible administrative level, an equitable solution to a grievance.
- 2. Until the final disposition of the grievance(s), the grievant is required to conform to the directions of his or her immediate supervisor.
- 3. Both parties agree that these procedures will be kept as informal as may be appropriate at any level of the procedure.
- 4. The aggrieved Unit Member(s) may request that the Union represent them, but nothing contained herein will be construed as limiting the right of any Unit Member having a perceived grievance to discuss the matter informally with the Department Chair and/or any appropriate member of the administration, and to have the grievance adjusted without intervention by the Union. The grievant shall be entitled upon request to representation by the AFT at all grievance meetings. In situations in which AFT has not been requested to represent the grievant, the District shall not agree to a final resolution of the grievance until AFT has received a copy of the grievance and the proposed settlement and has been given the opportunity to file a response to the matter within ten (10) workdays.
- 5. All grievance level forms must be filed with Human Resources. Human Resources will distribute copies to the appropriate respondents.
- 6. Grievances shall be processed as rapidly as possible, the time limits specified at each level should be considered to be the maximum and every effort should be made to expedite the process. However, the time limits may be extended by mutual written agreement of both parties.
- 7. If a grievance is not processed by the grievant and/or the Union in accordance with the time limits set forth in this Agreement, it shall not be subject to further procedures and shall be considered withdrawn. If the District fails to respond to the grievance within the time limit specified at each level, the failure to respond shall be deemed a denial of the grievance and termination of the level involved. The grievant may proceed to the next step.
- 8. Forms for this grievance procedure shall be mutually agreed to and should include 1) a description of the specific grounds for the grievance 2) a listing of the provisions of the Agreement which are alleged to have been violated 3) a statement of the action(s) requested of the District which will resolve the grievance. These forms shall be printed, distributed and readily available in adequate numbers to facilitate the procedure. The costs of printing and distribution shall be borne by the District.

- 9. In the event a grievance is filed at such a time that it cannot be processed through all the steps within this grievance procedure by the end of the academic year and, if left unresolved until the beginning of the following academic year, this delay could result in harm to an aggrieved person, the time limits set forth herein will be reduced so that the procedure may be completed prior to the end of the academic year, or as soon thereafter as may be agreeable to the grievant and the District.
- 10. Grievances of a similar or like nature may be joined as a single grievance upon the written consent of the grievants involved. Should the grievants so consolidate, the final grievance decision shall be binding upon all parties to the consolidated grievance.
- 11. All grievance documents and/or files shall be maintained in a separate section of the Human Resources filing system, labeled "The Grievance File." This pertains to all participants, at all levels, in the grievance matter. Access to The Grievance File shall be limited to the grievant, authorized AFT representatives, and District personnel charged with the processing of grievances on a need-to-know basis.

C. <u>Procedure</u>

1. Level One – Informal - Department Chair

- a. If and after the member has attempted to resolve the matter with the department chair without notification to Human Resources or the division dean, the grievant shall attempt to resolve the matter by submitting a "Level One" informal grievance form to Human Resources within twenty (20) workdays after the occurrence or after the grievant should reasonably have been aware of the occurrence of the act or omission giving rise to the grievance.
 - Grievances in which the grievant is the Union itself are initiated at Level Two.
 - (2) If the grievant has already received a written confirmation from the department chair that they are unwilling to alter action(s) taken or if the responding department chair is off-contract during the response period, the grievant may file a Level Two grievance.
- b. Within ten (10) workdays of filing the "Level One" informal grievance form, the department chair will hold an informal conference with the grievant.
- c. Within ten (10) workdays of the informal conference, the department chair shall give his or her written response to the individual grievant. If the response does not resolve the issue to the satisfaction of the grievant, then they may, within ten (10) workdays of the department chair's response, file a formal Level Two grievance.

2. Level Two – Formal

If the grievance is not resolved at Level One, the grievant will have ten (10) workdays, from the date of the department chair's written response, to submit to Human Resources, the formal Level Two written grievance on the official grievance form.

Within ten (10) workdays after filing the Level Two formal grievance form, the Division Dean shall meet with the grievant and within ten (10) additional workdays, provide his or her written response to the grievant.

3. Level Three - Formal

If the grievance is not resolved at Level Two, the grievant will have ten (10) workdays from receipt of the Level Two written response in which he or she may submit to the CHRO or designee a Level Three formal written grievance on the grievance form.

Alleged violations not presented at Level Two may not be introduced at any other level, and no evidence or testimony given shall be the cause for expanding the grievance. The CHRO or designee shall promptly forward the statement of grievance to the Chief Instructional Officer (CIO) or Chief Student Services Officer (CSSO) or their designee, and shall provide the name of that person to the grievant.

Within ten (10) workdays after receiving the grievance, the Chief Instructional Officer (CIO) or Chief Student Services Officer (CSSO) or their designee shall meet with the parties and shall within ten (10) workdays provide his or her response in writing to the grievant.

4. Level Four - Mediation

If the grievance is not resolved at Level Three, the grievant will have ten (10) workdays from receipt of the written response from the Chief Instructional Officer (CIO) or Chief Student Services Officer (CSSO) or their designee in which he or she may process the grievance to mediation by filing a Level Four grievance on the appropriate grievance form with the CHRO or designee.

- A. If the grievant agrees to mediation, then the CHRO shall, within ten (10) workdays after the receipt of the written request, submit to the California State Conciliation Service a request for the immediate services of a mediator. The grievant or AFT and the District will mutually agree to the selection of the mediator.
- B. The function of the mediator shall be to assist the parties to achieve a mutually satisfactory resolution of the grievance by means of the mediation process.
- C. Either party may choose to terminate the mediation in writing.

5. Level Five – Formal, Advisory Arbitration

- A. Arbitrated Grievance: If the grievant is not satisfied with the decision at Level Three or the grievance has not been resolved through mediation, he/she may request AFT to submit the grievance to arbitration within ten (10) workdays of receipt of the Level Three response or within ten (10) workdays of the conclusion of mediation. If AFT concurs with the grievant's request for advisory arbitration, the District and AFT shall select an arbitrator from the California State Mediation and Conciliation Service by the method of alternate striking from a list of arbitrators supplied by the CSM and CS. The request for such list shall be made by the District within five (5) days of the receipt of the Level Five appeal. The striking and resultant request for an arbitration hearing date shall be made by AFT as soon after receipt of the arbitrator list as possible.
- B. The arbitrator shall render a recommendation to the CHRO as soon as possible. The arbitrator shall not have the authority to delete, add to or otherwise modify the provisions of this Agreement. The arbitrator's authority shall be limited to deciding whether the District has violated, misinterpreted or misapplied the referred to express provision of this Agreement and such decision shall not imply obligations and conditions to restrict

the District in its administration of the terms of this Agreement; it being understood that any matter not specifically set forth herein remains within the management rights of the District.

6. Formal Level, Level Six –CEO

The decision of the arbitrator within the limits herein prescribed shall be in the form of a recommendation to the CEO. The CEO shall undertake review of the advisory recommendation and take formal action accepting or rejecting the advisory recommendation. The CEO may permit oral arguments by representatives of the parties, but only in the presence of one another. The CEO shall then render a decision on the matter, which decision shall be final and binding on all parties.

D. Miscellaneous

- 1. No reprisals of any kind will be taken by the CEO of the District or by any member or representative of the administration of the District against any aggrieved person, any member of the Union, or any other participant in the grievance procedure by reason of such participation.
- 2. The aggrieved Unit Member may represent him or herself at all stages of the grievance, and if requested by the grievant, one (1) chapter representative and one (1) area representative of the Union may accompany the grievant through the levels of the process. Personal legal counsel in this local process may not represent the aggrieved person.
- 3. Time limits provided in each level shall begin at the expiration of the previous time limit or the day following receipt of written decision by the parties in interest.
- 4. Grievance meetings will be scheduled by the District so as not to conflict with classroom duties.
- 5. From the time a grievance is filed until it is processed through its completion or closure, neither party shall make public either the grievance or evidence regarding the grievance. This will constitute a breach of confidentiality.
- 6. The fees and expenses of the arbitrator shall be borne equally by the District and the AFT.

ARTICLE 14: HIRING PROCESS FOR FACULTY CONTRACT POSITIONS

When there is a selection process for contract faculty positions, a minimum of three (3) Unit Members who are the highest ranked in the selection pool, who also meet local additional requirements adopted for the position and other criteria established by the committee, must be invited to the first level interview. Rankings of all candidates are determined by the hiring committee members.

ARTICLE 15: INTELLECTUAL PROPERTY RIGHTS

In the absence of a separate and expressly written agreement between a Unit Member and the District to the contrary, a Unit Member shall have exclusive property rights to materials, devices, and processes developed by the Unit Member unless they have utilized District resources or have developed the materials, devises, or processes on District time.

ARTICLE 16: RETIREMENT ARTICLE

- A. The District will offer a choice of retirement plans for bargaining unit members as follows:
 - 1. FICA: a federally mandated program (Federal Insurance Contributions Act, i.e., Social Security Agency);
 - 2. STRS (State Teachers' Retirement System) Defined Benefits plan: a state mandated program; or
 - 3. STRS (State Teachers' Retirement System) Cash Balance Benefits Plan; a plan created for part-time and substitute educators, effective in 1996.
- B. Bargaining unit members upon employment may select 1, 2, or 3 above. After initial selection, the unit member may make a one-time only change to another available plan if permitted by law.
- C. The District will calculate STRS retirement pre-tax.
- D. The FTE reporting mechanism to STRS is listed as FTE of the Unit Member based upon Full-time Equivalent at 15 hours a week = 525 hours per year.
- E. Upon the request of the employee at the time of his or her retirement, accumulated sick leave hours will be reported to STRS to be converted to service credit.
- F. The STRS Defined Benefit Plan requires an employer contribution (currently 8.25%) and an employee contribution (currently 8.0%).
- G. The STRS Cash Balance Plan requires a total current contribution of 8% of gross salary: currently 4% from the District and currently 4% from the Unit Member. Cash Balance participants have an immediate vested right to their contribution and the District's contribution. The Cash Balance Plan shall be portable between different districts. Benefits shall be available to unit members upon retirement, disability, or termination of employment as determined by STRS.

ARTICLE 17: SAVINGS PROVISION

If any provision of this Agreement is held to be contrary to law by legislative act or by a court of competent jurisdiction, such provision(s), will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE 18: ACADEMIC FREEDOM

See Appendix C: Board Policy 4030 – Academic Freedom

ARTICLE 19: PROFESSIONAL DEVELOPMENT

- A. Effective Fall, 2015 unit members who successfully complete a 54-hour professional development program (currently the Skilled Teacher Certificate) will remain at their earned step, and will be advanced to the Associate range on the salary schedule per Appendix A, effective the following summer session.
 - 1. The District is committed to reserving twenty (20) seats for Unit Members.
- B. Unit members who attend College sponsored FLEX and approved department activities, including the professional development program from Section A above, will earn their regular hourly rate for up to 5 hours and up to an additional 4 hours of FLEX at the non-instructional rate for each summer/fall and winter/spring period.
 - 1. Approved department activities include: department retreats, department retreat presentations, and departmental trainings that have been approved for FLEX credit.
 - 2. Unit members will be given reasonable advanced notice of department retreats. Every effort will be made to schedule such retreats at times convenient to encourage maximum attendance.
 - 3. Only training or professional development, as defined by the Faculty FLEX Committee, is eligible for FLEX credit. Departmental or District support activities such as, but not limited to maintaining department web pages, assisting with faculty scheduling, and class calendaring, are not considered FLEX eligible. Activities such as these must be approved in advance by the division dean and would be paid the applicable hourly non-instructional rate per Article 11.
 - 4. Unit members who have either a winter or spring assignment may attend FLEX activities from January 1st through June 30thS. Unit Members who have a summer or fall assignment may attend FLEX activities from July 1st through December 31st.
- C. The District will make every effort to inform unit members of the FLEX schedule in ample time to enroll. The District will also make an effort to offer some FLEX opportunities at a time convenient for part-time faculty attendance. FLEX is not mandatory; however, unit members are encouraged to attend.
- D. If the District directs a Unit member to attend a conference or meeting, all of his or her necessary and reasonable costs for fees, travel, board, and lodging shall be reimbursed by the District.

ARTICLE 20: PARITY

A. Funding: The 2001 Budget Act Appropriation for Part-time Faculty Compensation provides that the state provide funds to be used to assist districts in making part-time faculty compensation more comparable to full-time faculty compensation for similar work. The District and AFT define a parity goal herein.

Any future increase in compensation made to establish parity shall be contingent on eligibility for and funds received to establish parity under the Budget Act Appropriation for Part-time Faculty Compensation or equivalent legislation.

- B. Definition: When professional development, participation on college committees, office hours, developing and reviewing curriculum, attendance at meetings, peer evaluation, participation in the hiring process, and other activities are excluded, parity is defined as 75%.
- C. Computation of Parity Pay: Parity pay is based on column C and step 3 of the full-time academic salary schedule. Parity shall then be determined by adjusting the salary at this column and step to equate to 75% The hourly compensation level for each hour shall then be determined by dividing the adjusted salary by 525 (15 hours of instruction per week x 35 weeks).
- D. The District has applied all parity money received since fiscal year 2001-2002 to the parttime faculty salary schedule and will continue to do so as long as the District receives the parity appropriation. Should the parity money not be received, the District will meet with AFT Local 6262 to negotiate the effects on part-time faculty for not receiving the parity appropriation.

ARTICLE 21: OFFICE HOURS

A. Office Hours: Time, Place, and Manner

- 1. Office hours are to be scheduled to meet the needs of students and the needs of the educational program of the District.
- 2. The provisions of this article do not apply to non-instructional faculty (for example, counselors and librarians).
- 3. Each scheduled period of on campus (or site) office time shall be scheduled during regular college (or site) business hours.
- 4. Half of the office hours for a course must be conducted on a regular schedule, either on the campus (or site) where the course is scheduled or through virtual means. This portion of the office hours will be considered "scheduled office hours".
 - a. Virtual office hours must be conducted via the District's approved Learning Management System (LMS) or CCC Confer. Office hours require instructor login and telepresence throughout the period and must include video and other synchronous communication options for students.
 - b. If an instructor elects to hold virtual office hours for the scheduled portion, and a student in an on-ground (or site) class requests an in-person meeting, the instructor will offer to meet with that student on-ground (or site) at a reasonable day and time within one week as part of the unscheduled office hours described in section A.5.
- 5. Half of the office hours for a course may be conducted per individual arrangements between the student and the unit member. This portion of the office hours will be considered "unscheduled office hours".
 - a. Unscheduled office hours are in-person or computer-mediated communications or phone calls.
 - b. The instructor's e-mail address will be included in the class syllabus.
 - c. If an instructor is not available to students via e-mail, all of the office hours for that instructor must be scheduled office hours.
- 6. Each scheduled period of office time shall be scheduled during a time that students are reasonably expected to be available. During the fall and spring semesters, each unit member shall maintain office hours for on-ground (or site) and hybrid classes as per the table below. For courses that consist of tandem lecture and lab, office hours are based on the units per week associated with the lecture only.

7	
1	•

On-	Number of	Number of	Total Office
Campus	Scheduled Office	Unscheduled	Hours per
(or Site)	Hours (minutes)	Office Hours	Week
Units per		(minutes)	(minutes)
week			
3	30	30	60
4	40	40	80
5	50	50	100
6	60	60	120
7	70	70	140

8	80	80	160
9	90	90	180
10	100	100	200
11	110	110	220
12	120	120	240
13	120	120	240
14	130	130	260
15	140	140	280
16	150	150	300

- 8. The unit member shall prepare and submit their proposed schedule of office hours to the instructional dean via selected method provided by the instructional dean's office for posting on the internet. Scheduled office hours may be held at a time to be determined after the unit member has surveyed their students but must be determined no later than the Census date.
- 9. Office hours must be included in each course syllabus along with campus (or site) location or LMS/CCC Confer access instructions. If the time of the scheduled office hours is to be determined after meeting with the class, once determined, the unit member will distribute an additional handout to the class and communicate the newly determined office hours to the unit member's instructional dean, specifying complete office hour details no later than the beginning of the first class meeting after the Census date.
- 10. The unit member may make permanent changes in his/her office hours subject to the approval of the appropriate instructional dean.
- 11. The unit member's students and instructional dean are to be notified by, e-mail of any temporary change in scheduled office hours.
- 12. Cancellation of one or more office hours per day, not properly rescheduled within one week, will result in the use of leave hours equal to the office hour(s) missed.
- B. Compensation:
- 1. Beginning Fall 2016, scheduled office hours will be compensated as per Appendix I in accordance with Table A.7 above. Unscheduled office hours will not be compensated. Scheduled office hours may be verified by the instructional dean.
- C. Miscellaneous:
 - 1. Unit members will not be compensated for hours in excess of the minimum requirement, or for additional hours worked either in person or on line.

ARTICLE 22: NONCREDIT FACULTY

A. Definition

Article 22 applies to noncredit adjunct faculty teaching only noncredit classes, and any other articles outlined in the Part-time Faculty United American Federation of Teachers Local 6262 Agreement refer to credit adjunct faculty and are not applicable to noncredit faculty unless specifically noted in this article. Noncredit faculty are defined as unit members who are employed to teach noncredit classes or employed in a noncredit assignment, approved by the State Chancellor in accordance with Section 55100 of Title V of the California Code of Regulations, and for which the District receives funding under Education Code Section 84757 and related statutory and regulatory provisions. The minimum qualifications for noncredit faculty are specified in Title V Section 53412 of the California Code of Regulations.

B. Recognition

Noncredit unit members shall have the same afforded privileges as outlined in Article 2: Recognition of the Part-time Faculty United American Federation of Teachers Local 6262 Agreement, except unit members who are hired in dual academic positions – Noncredit and Credit. For those unit members in dual academic positions, if the majority of their work load in a specific semester/session falls under Noncredit, Article 22 will apply to them during that semester/session. In a semester/session where work load is equal, Article 22 would not apply. C. AFT Rights

Noncredit unit members shall have the same afforded privileges as outlined in Article 4: AFT Rights of the Part-time Faculty United American Federation of Teachers Local 6262 Agreement. D. Organizational Security

Noncredit unit members shall have the same afforded privileges as outlined in Article 5: Organizational Security of the Part-time Faculty United American Federation of Teachers Local 6262 Agreement.

E. Responsibilities

- 1. Noncredit faculty shall be responsible for meeting their assigned classes on time and regularly. Locations for these assigned classes can include District sites and/or off-campus sites within the Santa Clarita Valley.
- 2. Noncredit faculty shall also be responsible for class preparation, all required record keeping, and timely submission of all required District and State records and reports.
- 3. Where appropriate, noncredit faculty shall also be responsible for being informed about the credit program of the District and for preparing students to transition into the College's credit program.

F. Assignment and Scheduling

It is in the best interest of the District and the intent of both parties to hire experienced, competent noncredit faculty to work with a cohort of noncredit students either at the College and/or particular off-campus site.

- 1. When there is a need for noncredit faculty service beyond that provided by probationary and permanent faculty, management, supervisory, and classified employees, the following are the factors to be considered in developing the work assignment of noncredit unit members for all semesters and sessions.
 - Minimum qualifications and/or appropriate certification (Title V Section 53412)
 - Demonstrated competency, expertise and/or training in the discipline, sub-field of the discipline, or particular assignment

- Previous service/experience with the College and/or off-campus site
- Previous overall rating of 1 or 2 in a formal evaluation as per Appendix E or F (In the event the scale is reversed an overall rating of 4 or 5)
- Investigated Complaints
- Availability for the assignment
- Request by the noncredit unit member to continue with the same cohort at the same site as the previous semester
- Significant failure to follow College policies and procedures
- 2. The Dean of Continuing Education, Dean of Learning Resources, or other appropriate administrator (or his/her designee) shall assign noncredit courses to noncredit faculty based on criteria in F.1, above.
- 3. If a noncredit unit member has a class cancelled within one week of the initial class meeting, the noncredit unit member shall be paid for the equivalent of the first face-to-face hours of the cancelled assignment. The noncredit unit member must submit a timesheet to be paid for these hours. If a class is cancelled after the initial meeting, the noncredit faculty will be paid for the time worked. The appropriate administrator (or his/her designee) will make a good faith effort to notify the noncredit unit member that they are entitled to compensation if the class was cancelled within a week of the start date.
- 4. After every good faith effort has been made to follow F.1-F.3 noted above, these considerations shall not limit or restrict the District's flexibility to schedule, make assignments or to add or eliminate course sections or other work responsibilities after the initial class schedule is developed.
- G. Personnel Files

Noncredit unit members shall have the same afforded privileges as outlined in Article 7: Personnel Files of the Part-time Faculty United American Federation of Teachers Local 6262 Agreement.

H. Evaluations

The performance evaluation of noncredit instructors is essential to the maintenance of a quality instructional program. The evaluator should arrive on time and be professional as well as respectful to the noncredit unit member and students in the class.

- 1. Definitions
 - a. The "evaluatee" is the person being evaluated.
 - b. The "evaluator" is a full-time faculty member in the related credit department or appropriate educational administrator (or his/her designee).
 - c. An "observation" is the observation of the noncredit unit member, in the performance of his or her duties, by the evaluator.
 - d. The "instrument" is the agreed upon Visitation and Evaluation Report (either Appendix E or F) for noncredit faculty.
- 2. Scheduling and Frequency

Noncredit instructors shall be evaluated during the first semester of employment and at least one additional time during the next four semesters of employment (as determined by Human Resources). For noncredit faculty that primarily work winter or summer sessions only, they will be evaluated during the applicable session. Thereafter, noncredit instructors will be evaluated at least one time during every four semesters of employment. In the absence of complaints and in the presence of good student evaluations, noncredit instructors who have taught for at least twenty (20) semesters may be evaluated once every six semesters of employment. However, at the option of the Dean of Continuing Education, Dean of Learning Resources, or other appropriate administrator, a noncredit faculty member may be evaluated when he or she is assigned to teach a new course within the discipline or other discipline the noncredit unit member has not previously taught for the District.

- 3. The complete evaluation documents shall include, but not be limited to, the following items:
 - a. Classroom or Non-Instructional Evaluation Report:
 - i. The evaluator shall make at least one classroom or other work place observation, to be no less than fifty minutes in length whenever possible (but may be longer if the class or lab session observed is longer). An evaluation report based on this observation and other appropriate criteria will be completed on the forms jointly agreed to by both parties.
 - ii. The evaluation report (Appendix E or F) should be completed by the evaluator and submitted to the noncredit faculty member, who will sign off on the report, indicating that they acknowledge the findings.
- 4. Evaluation Conference: An evaluation conference will be scheduled by the evaluator. The conference will deal with, but not be limited to, the items listed above in the classroom evaluation report.
- 5. If desired, the evaluatee may submit a written, signed response regarding Appendix E or F to the appropriate educational administrator within fourteen (14) calendar days after the Evaluation Conference. This response along with complete evaluation documents will be included in the noncredit instructor's District personnel file.
- I. Leaves

Noncredit unit members shall have the same afforded privileges as outlined in Article 9: Leaves of the Part-time Faculty United American Federation of Teachers Local 6262 Agreement.

J. Compensation

The Santa Clarita Community College District employs a Salary Schedule for noncredit adjunct faculty.

- 1. Noncredit unit members shall be paid for teaching assignments on a per course basis using the contract hours associated with the assignment.
- 2. Noncredit faculty salaries are implemented in accordance with the Adjunct Salary Schedule and all the terms included on the schedule (*Appendix A, Adjunct Salary Schedule*). Noncredit faculty will be paid at the noncredit rate on the salary schedule.
- 3. AFT and the District will continue to work together to find a health benefit plan that would provide part-time faculty access at no cost to the District. If and when a plan is in place, the District will reimburse adjunct faculty members for that percentage that the District is actually reimbursed by the State of California.
- K. Working Conditions

Noncredit unit members shall have the same afforded privileges as outlined in Article 11: Working Conditions of the Part-time Faculty United American Federation of Teachers Local 6262 Agreement, excluding section C (Mailboxes), section E (Travel), and section F (Parking) when off-campus.

L. Non-Discrimination

Noncredit unit members shall have the same afforded privileges as outlined in Article 12:

Non-Discrimination of the Part-time Faculty United American Federation of Teachers Local 6262 Agreement.

M. Grievance

Noncredit unit members shall have the same afforded privileges as outlined in Article 13: Grievance of the Part-time Faculty United American Federation of Teachers Local 6262 Agreement. It should be noted that because there is no official department chair for noncredit faculty, any references to a department chair in Article 13 should instead be first addressed with the Dean of Continuing Education or Dean of Learning Resources (or his/her designee).

N. Hiring Process

Noncredit unit members shall have the same afforded privileges as outlined in Article 14: Hiring Process for Faculty Contract Positions of the Part-time Faculty United American Federation of Teachers Local 6262 Agreement.

O. Intellectual Property Rights

Noncredit unit members shall have the same afforded privileges as outlined in Article 15: Intellectual Property Rights of the Part-time Faculty United American Federation of Teachers Local 6262 Agreement.

P. Retirement Article

Noncredit unit members shall have the same afforded privileges as outlined in Article 16: Retirement Article of the Part-time Faculty United American Federation of Teachers Local 6262 Agreement.

Q. Savings Provision

Noncredit unit members shall have the same afforded privileges as outlined in Article 17: Savings Provision of the Part-time Faculty United American Federation of Teachers Local 6262 Agreement.

R. Academic Freedom

Noncredit unit members shall have the same afforded privileges as outlined in Article 18: Academic Freedom of the Part-time Faculty United American Federation of Teachers Local 6262 Agreement.

S. Professional Growth

Noncredit unit members shall have the same afforded privileges as outlined in Article 19: Professional Growth of the Part-time Faculty United American Federation of Teachers Local 6262 Agreement.

ARTICLE 23: DISCIPLINE

The District and the AFT shall be committed to resolving performance problems at the informal level, whenever possible. However, when a problem arises, the Unit Member may be subject to discipline. Discipline shall be administered in a timely manner once the District is aware of the issue, and be for just cause.

If a District administrator requests a meeting with a Unit Member that could result in the discipline of the Unit Member, the District will notify the Unit Member of his/her right to have a representative at the meeting and inform the Unit Member of the reason for the meeting.

		SANTA CL							-
				E OF THE C		<u> </u>			
		ŀ		SALARY SC		9			
				2014-2015)				-
<u> </u>	4: a.a. f.a.a. A.a.a.d		ai a ta Cua dit	h A al i una at / 1 a				al:+ (11 a	
compensa	tion for Acad	emic & Asso	crate credit	L Adjunct (Hd	ouriy) Facult	y and Ennan		edit (Houriy)	Facu
		Step	Step	Step					
	Range	1	2	3					
	1	57.41	61.43	63.27	*	Academic	Adjunct		
					**		-		-
	2	63.15	67.57	69.60	***	Associate			
	3	63.15	67.57	69.60	****		-	with Doctor	
	4	69.47	74.33	76.56	***	Associate	Adjunct v	vith Doctor	ate
									-
									_
Method (of placemer	ht on the A	cademic A	djunct (Ho	urly) Salar	<u>y Schedule</u>	<u>is:</u>		_
									_
*1.	-	t (hourly) i				n Range 1,	/ Step 1 o	t the	_
	Academic	Adjunct (H	lourly) Sala	ary Schedu	le.				_
-			a C H						_
2.		nent to Ste	-	-	-		-		
	instructor	complete	four (4) se	mesters of	service (e	xcluding s	ummer ar	nd interses	sion
			a 6 1						
3.			-	-	-		-	hourly) ins	
	complete	six (6) sem	lesters of s	service at S	tep 2 (exc	luding sum	mer and	intersessio	ns).
									_
**4.		-						e requires:	-
		letion of th	ne Professi	ional Deve	lopment p	rogram spe	ecified in	Article 19 A	۱.
	OR								
								oursework i	n
	the area o	f assignme	nt. The co	ursework r	nust be pr	e-approve	d by the C	210.	
									_
***5.		Adjunct in				-			
		ield from a				placed on	Range 3 d	of the	
	Academic	Adjunct (H	lourly) Sala	ary Schedu	le.				
****6.		Adjunct in							
		ield from a				placed on	Range 4 d	of the	_
1	Associate	Adjunct (H	ourly) Sala	ary Schedu	le.				
						1		1	
	hedule effe								

APPENDIX A: ADJUNCT SALARY SCHEDULE

				COLLEGE	OF THE (CANYONS				
			Α	DJUNCT S						
					2015-2016					
	Compensa	tion for Acade	emic & Asso	ciate Credit	Adjunct (Ho	ourly) Facult	ty and Enhan	ced Noncre	dit (Hourly) I	aculty
			Step	Step	Step					
		Range	1	2	3					
		1	60.28	64.50	66.44	*	Academic	Adjunct (I	Base Pay)	
		2	66.31	70.95	73.08	**	Associate	Adjunct (I	Base Pay)	
		3	66.31	70.95	73.08	***	Academic	Adjunct w	ith Doctor	ate
		4	72.94	78.05	80.39	****	Associate	Adjunct w	ith Doctor	ate
	Method o	of placemen	t on the Ac	ademic Ac	djunct (Ho	urly) Salar	y Schedule	is:		
*	*1.	All adjunct	(hourly) ii	nstructors	are initial	y placed o	on Range 1,	/ Step 1 of	the	
		Academic	Adjunct (H	ourly) Sala	ry Schedu	le.				
	2.	Advancem	ent to Step	o 2 of the s	alary sche	dule requ	ires that an	adjunct (l	hourly)	
		instructor	complete f	our (4) ser	nesters of	service (e	excluding s	ummer an	d intersess	ions).
	3.	Advancem	ent to Step	o 3 of the s	alary sche	dule requ	ires that an	adjunct (I	hourly) inst	tructor
		complete s	six (6) sem	esters of s	ervice at S	tep 2 (exc	luding sum	mer and i	ntersession	ns).
**	**'4.	Placement	on Range	2 of the As	sociate A	djunct (Ho	ourly) Salary	Schedule	requires:	
		The compl	etion of th	e Professi	onal Deve	lopment p	program spe	ecified in A	Article 19 A	•
		OR								
						-	ethodology			n
		the area of	fassignme	nt. The cou	ursework	nust be pi	re-approve	d by the C	10.	
***	***'5.	Academic	Adjunct ins	structors w	ith an ear	ned docto	orate (Ph.D.	or Ed.D.) i	n a	
		relevant fi	eld from a	n accredite	ed institut	ion will be	e placed on	Range 3 o	f the	
		Academic	Adjunct (H	ourly) Sala	ry Schedu	le.				
***	****'6.		-				rate (Ph.D.			
							e placed on	Range 4 o	f the	
		Associate /	Adjunct (H	ourly) Sala	ry Schedu	le.				
	Salary Sch	nedule effe	ctive: 07/0	1/2015						

	SANTA C	LARITA				STRICT	
				HE CAN			
1	NONCRED					8	
			2014-				
	Compensat	tion for N	oncredit /	Adjunct (H	lourly) Fa	culty	
			\$35.71	/ Hour			
			400 111	7 1 10 0.1			
Salar	y Schedule ef	fective: 0	7/01/14				
	, d Approved: 5						

	SANTA C						
`````````````````````````````````````	SANIAC						
				HE CAN			
	NONCF	Redit ad	DJUNCT	SALARY	SCHEDL	JLE 8	
			2015-201	16			
	Compe	nsation fo	r Noncre	dit Adjunc	t (Hourly)	Faculty	
				-			
			\$37.50	/ Hour			
			ψ01.00	711001			
	Salarv	Schedule	effective:	07/01/15			
			: 5/11/201				
	Doalu	, ppioveu		0			

	C A NIT							<u></u>	
	SANI								
	NON	ICREDIT				RYSCHE	DULE 8		
			-		5-2017				
		E1	fectiv	e Au	igust 19,	2016			
-									
<u>Compe</u>	nsation fo	or Noncre	dit Ac	ljunc	t (Hourly)	Faculty			
	Step	Step							
Panga	1	2							
Range	•		*	Vlone	radit Adiu	not (Booo		abolor'a	Dograal
1	37.50	10.10			-	nct (Base	•		• /
2	40.13	42.94				nct (Base			• /
3	41.25	44.14			-				ber Article 19
4	44.14	47.23	***	Nonc	redit Adju	nct Maste	r's + Prot	Dev. pe	r Article 19
					A 11 /				
Method	of placem	ent on the	Nonc	redit	Adjunct (Hourly) Sa	alary Sche	edule is:	
*4		0.000	- 6 11	! -			1	-P	
					•			•	ourly) instructor
comp	lete four (4	4) semest	ers or	serv	/ice (excil	laing sum	mer and I	ntersess	ons).
**2. Aca	domia Adi	unat inatr	uotoro	with		d mostor'	n dograa i	n a rolové	ant field from an
accied			e piac	,eu c	пкануе				alary Schedule.
***2 Cor	nnlation of	f tha Drofe	accion		ovolonmo	nt program	o por Artic	lo 10 odr	ds approximately 1
	•						•		rd rounding
-							•		he rounding to a
	•			-		•	-		scale adjustment.
		/i .070, uite		ot al		" ayıce lü		o salai y	scale aujustitient.
			1						
Color	Cohodula	offootives	00/40						
	Schedule Approved:			/16					

	SANTA C					STRICT	
				HE CAN			0 .
	NONCRI) ADJUN	CI
		SALA	1	EDULE (7)		
			2014-20	15			
Compe	nsation for N	Noncredit [·]	The Learn	ina Cente	r (TLC) Ac	liunct (Hou	urlv) Facult
			\$39.99 /	Hour			
Salary Se	chedule effe	ctive: 07/0)1/14				
	chedule effe)1/14				
	chedule effe pproved: 5/1)1/14				

	SANTA (CLARITA				STRICT	
	SANIA		EGE OF T				
	NONC	REDIT TH				C) ADJUI	NCT
			YSCHED				
			2015-20				
Com	nonsation	for Noncr	odit Tho L	parning Co	ontor (TLC) Adjunct	(Hourly) Fac
Com	pensation						(Liburiy) Fac
			\$41.99/	Hour			
	hadula aff	ective: 07/	01/15				
				1	1		
	proved: 5/	/11/2016					
		/11/2016					

5	SANTA CL	ARITA (NITY COL	LEGE DI	STRICT			
				HE CAN					
NONCRED	IT THE LE	ARNING				SALAR	YSCHEE	DULE (7)	
			2016-20						
		Effect	ive Augus	st 19, 2016					
Compens	ation for N	oncredit ⁻	The Learn	ing Center		liunct (Ho	urly) Eacu	lltv/	
Compens		Uniciduit							
	Step	Step							
Range	1	2							
1	41.99	44.93	* Non	credit TLC	Adiunct (Base Pav	w/Bachel	or's Degre	e)
2	44.93	48.08						s Degree)	- /
3	46.19	49.42						ev. per Arti	cle 19
4	49.42	52.88						. per Article	
Method	of placeme	ent on the	Noncredi	t Adjunct (Hourly) Sa	alary Sche	edule is:		
***		0 / 0							
		•		•				ourly) instru	ictor
comp	lete four (4) semest	ers of ser		iaing sum	mer and I	ntersessio	ons).	
**2 ^	domic Adii	inct inctri	ictore wit	h an oarno	d maetar'	s dogroo	in a rolova	Int field from	n on
								lary Sched	
***3. Cor	npletion of	the Profe	ssional D	evelopme	nt prograr	n per Artic	le 19 add	s approxim	atelv
	•			•		•		d rounding	
								ne rounding	to a
			-			-		scale adjus	
					_				
	edule effec		.9/16						
Board App	roved: 5/12	l/2016							

		CC	DLLEGE	OF THE	CANY	ONS	
	ADJUN	ICT NON-	INSTRUC		SALA	RY SCHEDULE (6)
			2	014-201	5		
Acadomi	8 Accoc	iato Crodit	Adjunct (on-Inetri	uctional Rate	
Academic	J & ASSUC		Aujunci (I	iouriy) in			
		Step	Step	Step			
	Range	1	2	3			
	1	37.32	39.93	41.13	*	Academic Adjund	ct (Base Pay)
	2	41.05	43.93	45.24	**	Associate Adjund	ct (Base Pay)
	3	41.05	43.93	45.24	***	Academic Adjund	ct with Doctorate
	4	45.16	48.32	49.77	****	Associate Adjund	
	.1						
iviethod of	placement o	on the Acad	iemic & As	sociate Cr	eait Adju	nct (Hourly) Faculty S	alary Schedule is:
* 1. All	adiunct (ho	urly) instruc	tors are ini	tially place	ed on Rar	nge 1 / Step 1 of the	
		unct (Hourly					
710) Calary C				
2. Adv	ancement to	o Step 2 of t	the salary s	schedule r	eauires th	nat an adjunct (hourly)	
		-	-			ng summer and inters	
iniot			Comotor				
3. Adva	incement to	Step 3 of t	he salarv s	chedule re	auires th	at an adjunct (hourly)	
		-	-		•	2 (excluding summer a	and intersessions).
	ueter eenip			0.00.000			
** 4. Pla	acement on	Range 2 of	the Assoc	iate Adjund	t (Hourly) Salary Schedule req	uires:
The	completion	of the Profe	ssional De	velopment	program	specified in Article 19	Α.
OR	-			•			
The	completion	of twelve (12	2) units of 1	eaching m	ethodolo	gy and/or coursework	in the
area	of assignm	ent. The co	oursework i	must be pr	e-approve	ed by the CIO.	
*** 5. Ac	cademic Ad	ljunct instru	ctors with a	an earned	doctorate	(Ph.D. or Ed.D.) in a	relevant
field	from an acc	credited inst	itution will	be placed	on Rang	e 3 of the Academic A	Adjunct
(Hou	rly) Salary	Schedule.					
**** 6. A	ssociate A	diunct instru	ictors with	an earned	doctorat	e (Ph.D. or Ed.D.) in a	relevant
0. /		-				e 4 of the Associate A	
	rly) Salary			20 placed			
,	,, calling						
			l/2014				

		C	OLLEGE	OF THE	CANYO	NS		
	ADJUN	CT NON-	INSTRUC	TIONAL	SALAR	Y SCHED	ULE (6)	
			20	015-201	6			
				/		- (Data	
Aca	demic & As	sociate C	realt Aajur	nct (Hour	iy) inon-in	structional	Rate	
		Step	Step	Step				
	Range	1	2	3				
	1	39.19	41.93	43.19	*	Academic	c Adjunct	(Base Pay)
	2	43.11	46.13	47.51	**			(Base Pay)
	3	43.11	46.13	47.51	***			with Doctor
	4	47.42	50.74	52.26	****	Associate	Adjunct	with Doctor
Method of	placement of	on the Acad	lemic & Ass	sociate Cr	edit Adjun	ct (Hourly) F	aculty Sala	ary Schedule
	l adjunct (ho				ed on Rang	ge 1 / Step 1	of the	
Ac	ademic Adju	inct (Hourly	i) Salary Sc	hedule.				
2 Ad	oncomont to	Stop 2 of	the colory o	abadula r	auiroo tha	t on adjunct	(bourby)	
	vancement to		-		-			cione)
1115	tructor comp) semesters			g summer a		510115).
3 Adv	ancement to	Step 3 of t	he salarv so	chedule re	ouires that	t an adjunct	(hourly)	
	tructor comp	-			-	-		d intersessio
				0.00.000		(erroradining e		
**4. PI	acement on	Range 2 of	the Associa	ate Adjund	t (Hourly)	Salary Sche	dule requir	es:
	completion					-		
OR								
The	completion	of twelve (1	2) units of te	eaching m	ethodolog	y and/or cou	rsework in	the
area	a of assignm	ent. The co	oursework n	nust be pr	e-approved	by the CIO		
	cademic Ad						-	
	I from an acc		titution will b	be placed	on Range	3 of the Aca	demic Adjı	unct
(Ho	urly) Salary S	Schedule.						
**** 0		li			de et a vat			lavant
	Associate Ad	-				•		
	from an acc		litution will t	be placed	on kange	4 OT THE ASS	ociate Adji	INCT
(HO	urly) Salary S	Schedule.						
			1/2015					
Salary Sch	adule ofter	TIV/0 · / / / / / ·						

SAN		LEGE OF			TRICT	
NONCREDIT					RY SCHE	
Nononebri		2014-20				
Non	radit Adiupa	t (Hourby) No	n Instruct	ional Data		
INOR	credit Adjunc		<u>m-instruct</u>			
		\$23.22 /	Hour			
			_			
Salary Sched	lula affectivo:	07/01/14				
	/ed: 5/11/201					

SANT	A CLARITA					
0AN		EGE OF T				
NONCREDITA					RYSCHE	DULE (5)
		2015-20	16			
Noncr	edit Adjunct (H	lourly) Nor	n-Instructio	onal Rate		
		\$24.38 /	Hour			
Calany Cabadula	offoctives 07/	01/15				
Salary Schedule Board Approved		CT / T2				

CANT					
SANT		COMMUNITY			
COMPE		OR SCHEDU			URS
		T (HOURLY)			
	SAL	ARY SCHEDU	JLE (F)	-	
		2016-2017			
	HO	urly Rate: \$2	20.00		
Salary sche	dule effective	08/22/16			

APPENDIX B: CLASSROOM EVALUATION REPORTS

COLLEGE OF THE CANYONS Visitation and Evaluation Report

Instructor	Visita	tion I	Date			
Course Number, Section Number, and Title						
Official Class Duration (as per Schedule of	Classe	es)				
Evaluator Arrival Time						
Evaluator Departure Time						
Lecture Lab Activity						
Total Number of Students in Attendance Instructional Techniques Being Used						
(Lecture, discussion, audio/visual, handout,	labora	atory,	group	activit	y, etc.)	
Name of Evaluator						
Directions: Circle the appropriate number for should detail specific items in support of include suggestions for improvement. E materials and assessment instruments.	fyour	nume	rical as	ssignm	ent and may	
A. Knowledge of Subject Matter	1	2	3	4	5	
 5 – Instructor demonstrates a command 3 – Instructor demonstrates an understan 1 – Instructor does not appear to have an taught. 	ding o	of the r	materi	al taug		
Comments:						

B. Clear Lesson Objectives 1 2 3 4 5

5 – Instructor demonstrates thorough preparation and provides clearly defined objectives (examples: syllabus, online, PowerPoint, on board, verbal)
3 – Instructor demonstrates preparation for class; some objectives apparent.
1 – Instructor demonstrates no evidence of preparation for class and/or objectives not apparent.

Comments:

C. Clear Written and Oral Communications 1 2 3 4 5

5 – Models clear, enthusiastic, excellent and appropriate vocabulary and mannerisms. Written materials clear, accurate and fitting to subject.

3 – Verbal and written materials of average quality.

1 – Poor quality in spoken or written communication, lacks enthusiasm; inappropriate or inaccurate vocabulary.

Comments:	 	 	

D. Teaching Methods

1 2 3 4

5

5 – Uses teaching method(s) appropriate for the subject and to the diversity of student learning styles. (Evaluator may review syllabus for evidence of teaching methods.)

3 – Uses limited but adequate teaching method(s) for the subject.

1 – Uses teaching method(s) that are inadequate to address the variety of students learning styles.

Comments:

- E. Organization of Presentation and Activities 1 2 3 4 5
 - 5 Clearly organized and easy-to-follow patterns.
 - 3 Discernible organizational pattern.
 - 1 Apparent lack of organization.

Comments:							
F. Good Time Mana	agement	1	2	3	4	5	
 F. Good Time Management 1 2 3 4 5 5 – Time is managed well, and instructor began and/or ended class in a timely manner. 3 – Some parts of lesson go beyond time allocated or necessary and/or class began/ended inefficiently. 1 – No apparent awareness of time and poor use of time. 							

G. Student Assessment Methods 1 2 3 4 5 (Suggestion: Request syllabus and, if appropriate, a quiz or test before the classroom visitation.)

5 – Assessments are of ample and variety so as to recognize differing learning styles and to determine mastery of student learning outcomes.

3 – Some methods of assessment are adequate to assess most student learning styles and student learning outcomes.

1 – Assessments are insufficient to accurately measure differing student learning styles and student learning outcomes.

Comments: _____

H. Overall Assessment of Instructor's Classroom Performance

(Must be the true mathematical average of the above ratings A-G): _____

Additional Comments by Evaluator:

Signature of Evaluator:	Date:
Signature of Evaluatee:	Date:
Signature of Department Chair:	Date:
Signature of Instructional Dean:	Date:

Note: Evaluatee's signature does not necessarily imply agreement. It is merely an acknowledgment that the complete report has been read. Evaluatee may submit a written response within ten calendar days of receipt of this evaluation report. The written statement will be filed with this classroom visitation report.

Revised 3/28/16

APPENDIX B: ONLINE VISITATION AND EVALUATION REPORT

COLLEGE OF THE CANYONS Online Visitation and Evaluation Report

Instructor ______ Visitation Date _____

Course Number, Section Number, and Title _____

The number of observations should be approximately 50 minutes in duration.

Instructional Techniques Being Used

(Video lectures, other lecture materials, discussion boards, small group activities)

Name of Evaluator______ (Circle one: Content Evaluator, Distance Learning Evaluator, Both)

Name of Evaluator______ (Circle one: Content Evaluator, Distance Learning Evaluator, Both)

Directions: Circle the appropriate number for each item evaluated. Comments should detail specific items in support of your numerical assignment and may include suggestions for improvement. Evaluation should include review of class materials and assessment instruments.

Content – Items A - C

A. Knowledge of Subject Matter 1 2 3 4 5

5 – Instructor demonstrates a command of the material taught.

3 – Instructor demonstrates an understanding of the material taught.

1 – Instructor does not appear to have an adequate background for the material taught.

Comments:

B. Clear Communication 1 2 3 4 5

5 – Instructor models clear and appropriate language and style in all media used and provides well-defined lesson objectives. Instructions, interaction, and feedback are accurate, easy to understand and sufficiently specific and detailed. 3 – Communication in one or more media used is of average quality and may contain some errors or lack of specificity. Lesson objectives are provided in general terms.

1 – Poor quality communication in one or more media used; language vague, unclear, or containing significant errors. No lesson objectives are provided.

Comments:

C. Student Assessment Methods 1 2 3 4 5 (May reflect input from both evaluators if two evaluators required)

5 – Assessments are of sufficient quantity and variety to address differing learning styles and to determine mastery of student learning outcomes.

3 -Some methods of assessment are adequate to assess a variety of student learning styles and student learning outcomes.

1 – Assessments address only a single learning style and are insufficient to accurately measure student learning outcomes

Comments:

Distance Learning – Items D – G

D. Teaching Methods 1 2 3 4 (May reflect input from both evaluators if two evaluators required)

5 – Uses teaching method(s) appropriate for the subject, inclusive of diversity of student learning styles, and accessible to all students.

5

3 – Uses limited but adequate teaching method(s) for the subject; some components are not accessible to all students.

1 - Uses teaching method(s) that are inadequate to address the variety of students learning styles or that do not support the content well; many course components are not accessible to all students.

Comments:			

E. Regular and Effective Contact 1 2 3 4 5

5 – Regular and effective instructor-student and student-student contact as described in the course outline of record is demonstrated through multiple techniques. Students receive instructor feedback on questions and assignments in a timely way.

3 – Limited but adequate instructor-student and student-student contact as described in the course outline of record is incorporated into the course. Students generally receive instructor feedback in a timely way, but there may be occasional delays.

1 – Regular and effective instructor-student and student-student contact as described in the course outline of record is not demonstrated in the course and/or instructor feedback is not provided in a timely way.

Comments:

F. Organization and Presentation of Activities 1 2 3 4 5

5 – Course elements are clearly organized and easy to locate. All links function properly and dates are accurate for the term.

3 - Discernible organization of course elements, though some items may be initially unclear. There may be some minor errors in links or dates.

1 – Apparent lack of organization, course elements difficult to locate. May contain multiple broken links or incorrect dates.

Comments:

1 2 3

5

4

5 - Course materials are presented at an appropriate pace, including timing of units and release of materials and assignments.

3 –Course units, materials, and assignments, are generally presented at a reasonable pace, but there may be some inconsistencies.

1 - Course materials and assignments are presented late or in an erratic manner that does not give students sufficient time to meet deadlines.

Comments: _____

H. Overall Assessment of Instructor's Classroom Performance (Must be the true mathematical average of the above ratings A-G): _____

Additional Comments by Evaluator:

G. Course Pacing

Signature of Evaluator:	Date:
Signature of Evaluator:	Date:
Signature of Evaluatee:	Date:
Signature of Department Chair:	Date:
Signature of Instructional Dean:	Date:

Note: Evaluatee's signature does not necessarily imply agreement. It is merely an acknowledgment that the complete report has been read. Evaluatee may submit a written response within ten calendar days of receipt of this evaluation report. The written statement will be filed with this classroom visitation report.

APPENDIX C: BOARD POLICY 4030: ACADEMIC FREEDOM

BP 4030 ACADEMIC FREEDOM

Reference: Education Code section 76120; Title 5 section 51023; Accreditation Standard II.A.7

A. GENERAL PRINCIPLES ON ACADEMIC FREEDOM

- 1. Freedom of speech is a right granted to all citizens by the First Amendment of the United States Constitution; it is vital to American standards of fairness and intelligent debate, and therefore it extends to the classroom environment for teachers and students.
- 2. A mature, democratic society functions best when its citizens are permitted and able to exercise their right to discuss, debate, disagree, challenge and engage in dialogue on all topics relating to the welfare of individuals and the larger community.
- 3. An institution of higher education in such a society is expected to enable its faculty, students and staff to comprehend and value the freedoms and responsibilities inherent in its national culture.
- 4. Only an academic environment that promotes an open and free exchange of ideas can properly develop the cognitive skills of critical inquiry which promote individual success and societal progress.
- 5. The College, as an institution of higher education, has an obligation to the community to promote the thoughtful introduction of a full gamut of ideas for discussion. This is facilitated by:
 - a. Establishing a policy promoting the principle of academic freedom and encouraging faculty and students to exercise this practice by developing and accepting opportunities for critical thinking and personal growth.
 - b. Ensuring that the policy of academic freedom successfully guarantees mutual respect by all participants in the educational environment, including the protection from the threat of political or personal attack. Such guarantees include the full scope of professional faculty obligations relative to assigning textbooks, presenting student learning activities, evaluating student performance or achievement and participating in the academic life of the community.

B. ACADEMIC FREEDOM AND THE FACULTY

- 1. Academic freedom in the course of instruction means that faculty members teaching in the District have the prerogative to present and explore all issues relevant to their disciplines which contribute to the education of students regarding the substance of each course's content and the student learning outcomes.
- 2. Quality teaching is understood to involve intellectual honesty and academic integrity in the presentation of subjects assigned. Such professional decorum requires the presentation of differing perspectives and interpretations with balanced intellectual rigor.
- 3. Faculty members are expected to maintain their own scholastic currency in their academic disciplines, and their capabilities as instructors within those disciplines.
- 4. It is recognized by the District and faculty members that the faculty members are also private citizens, with all attendant rights and responsibilities as private citizens.
 - a. However, when a member of the faculty speaks or acts in his or her capacity as a

private citizen, it needs to be made clear to the audience that the faculty member is speaking as a private citizen.

- b. It should be clear that any positions taken by faculty members speaking as private citizens are not to be considered as official District policy or positions.
- c. This provision is not intended to limit the right of a faculty member to disagree publicly or privately with District policy, and to participate in peaceable debate on any subject of interest to academic community or the larger issues of society.
- 5. As members of a profession that relies on academic freedom, all faculty members have an obligation to exemplify the highest standards of professional conduct in this regard and to promote an understanding of this principle to their colleagues, to students, and the community at large.

C. ACADEMIC FREEDOM AND STUDENTS

- 1. By accepting an academic course of study within the College system, students accept the principle that they will study in an environment that is designed to present the fullest range of academic insight in the subjects they are enrolled in, including contemporary and historical perspectives, and open, thoughtful examination of differing points of view in pursuit of knowledge within general and specific fields of study.
- 2. Academic freedom allows students to take reasoned exception to the concepts and conclusions presented in any course of study. Students are, however, responsible for learning the content of any course in which they are enrolled, and can expect to be tested on their knowledge of such information.

D. DISTRICT RESPONSIBILITIES AND SUPPORT

- 1. The District is committed to the full support of the principle of academic freedom within all its activities.
- 2. The District supports the freedom of all faculty to inquire, to teach controversial content, to model and encourage critical thinking, and to present all viewpoints within each discipline.
- 3. The District supports the freedom of all students to inquire, to have access to the full range of information available, to explore difficult and controversial material, to develop and practice critical thinking skills, and to operate in a classroom climate free of intimidation and conducive to the free exchange of ideas is fully encouraged and expected.
- 4. Under the provisions of the California Education Code, the faculty have the right and the professional responsibility to assign grades. The District recognizes its obligation to ensure that faculty members will be allowed to exercise these responsibilities free from political influence, intimidation, or threat of lawsuit.

E. ROLE OF ACADEMIC SENATE

1. The Academic Senate shall establish a Committee on Academic Freedom to provide clarification and advice on matters relating to academic freedom.

See Administrative Procedure AP 4030 Approved 02/12/14

AP 4030 Academic Freedom

Reference: Education Code section 76120; Title 5 section 51023; Accreditation Standard II.A.7

Any college committee, District official, faculty member, student, or community member may ask the Senate to convene the Academic Freedom Committee to provide an interpretation, clarification, or opinion on an issue of Academic Freedom.

A. ESTABLISHMENT OF COMMITTEE ON ACADEMIC FREEDOM

Once the Senate receives a request, it will convene an ad hoc committee on Academic Freedom. If several requests address the same or similar issues, the Senate reserves the right to have the committee combine all similar requests and issues into one unified interpretation or opinion.

B. COMMITTEE MEMBERSHIP

- 1. The committee shall consist of:
 - a. At least three faculty appointed by the Senate, one of whom will be designated as Chair;
 - b. A student appointed by the Associated Student Government;
 - c. An Educational Administrator appointed by the Chancellor; and
 - d. The Senate may also choose to appoint individuals with specialize training or expertise to serve as ex officio (non-voting advisors).
 - e. As far as is possible, the Senate will strive to ensure that the faculty representatives include full time and adjunct faculty.
- 2. When there is a question involving a particular academic discipline, at least one faculty member will be from the same or a closely related discipline, and at least one faculty member will be from a different discipline.
- 3. No Committee member shall have an immediate interest in the issue(s) being discussed.

C. COMMITTEE OPERATION

- 1. As much as possible, the committee shall operate in an open, collegial manner. However, the committee will have the right to establish guidelines to govern committee meetings and operations.
- 2. The committee will work with Human Resources, and other appropriate departments, to ensure that privacy, FERPA, and other related rights are respected for all parties.

D. COMMITTEE REPORT

- 1. The committee will provide an initial report with its interpretations, clarifications, opinions, findings, and/or recommendations to the full Senate, as well as the parties requesting the report, subject to any restrictions required by FERPA and other privacy rules and regulations.
- 2. The report is conditional until it is accepted by the full Senate. The Senate may also ask the committee to review portions of the report to provide for additional clarification.
- 3. In addition, the Committee will provide a summary of its operating guidelines, with suggestions for future committees.

E. APPLICABILITY OF THE REPORT

Interpretations and opinions of this Committee are non-binding on the parties involved. However, it is to be understood by all parties that the final report is the studied interpretation, opinion, recommendations and findings of the Academic Senate. As such it should be should be given due weight and consideration by the parties requesting the report.

F. WHO MAY REQUEST AN ACADEMIC FREEDOM REPORT

Any individual making a request must specify whether the request is being made as an individual, or as an authorized representative of a committee or other group.

Revised 02/12/14

APPENDIX D: PROFESSIONALISM REPORT

Part-time faculty at College of the Canyons are professionals who are respectful of students and college staff and handle responsibilities in a timely manner. The following report assesses the evaluatee's professionalism and execution of responsibilities during the time period specified.

This report can be requested by the member, the member's department chair, or the member's division dean. It must be requested and completed within the same semester as the member's comprehensive evaluation. It can be completed by the member's department chair or division dean. If Appendix D is completed, the member should be notified via e-mail by the division dean ten (10) days in advance of the final review conference. The Professionalism Report should be submitted to the member within twenty-eight (28) calendar days from the observation date and will become part of the member's comprehensive evaluation report.

For this section of the Professionalism Report, whenever an evaluator records a need for improvement score (3, 4 or 5), the evaluator is to provide both supporting evidence and suggested remedies for improvement.

Evaluation Standard:

- 1 Always complies
- 2 Often complies
- 3 Usually complies
- 4 Occasionally complies
- 5 Seldom complies
- N/O Not observed

A. Professionalism

1. Responds with clarity, promptly12345N/Oand with discretion when working
with colleagues, staff and students.12345N/O

Comments:

	2. Follows appropriate division, department and FERPA guidelines.	1	2	3	4	5	N/O
	Comments:						
	3. Observes the proper use of facilities, equipment and supplies.	1	2	3	4	5	N/O
	Comments:						
B.	 Responsibilities 1. Maintains clear records and submits necessary documentation in a timely manner such as final grades, positive attendance roster where applicable, absence forms, field trip request form, guest lecturer form, etc. 	1	2	3	4	5	N/O
	Comments:						
	2. Is accessible to students and maintains contractual office hours.	1	2	3	4	5	N/O
	Comments:						

Additional Comments by Division Dean/Department Chair:

Signature of Evaluator:	Date:
Signature of Department Chair:	Date:
Signature of Division Dean:	Date:

Note: Evaluatee's signature does not necessarily imply agreement. It is merely an acknowledgment that the complete report has been read. Evaluatee may submit a written response within ten calendar days of receipt of this secondary evaluation report. The written statement will be filed with this secondary evaluation report.

Revised 03/04/2015

APPENDIX E: VISITATION AND EVALUATION REPORT FOR NON-INSTRUCTIONAL FACULTY

COLLEGE OF THE CANYONS Visitation and Evaluation Report

Non-Instructional Faculty		Visitation Date				
Work Setting/Position						
Evaluator Arrival Time	Eval	uator	Depar	ture Ti	me	
Name of Evaluator						
Directions: Circle the appropriate number f comments to detail specific items in sup include suggestions for improvement. E materials and assessment instruments if	port o Valua	f your tion sh	nume nould i	rical as	signment and	
A. Knowledge of Subject Matter	1	2	3	4	5	
 5 – Demonstrates a command of the mat resources, and college policies/procedure 3 – Demonstrates an understanding of the 1 – Demonstrates a lack of understanding 	es. le mat	erial f	or the	assigni	ment.	
Comments:						
B. Clear Objectives	1	2	3	4	5	
 5 – Demonstrates thorough preparation a 3 – Demonstrates preparation for the ass 1 – Demonstrates lack of preparation for readily apparent. 	ignme	ent; so	me ob	jective	s are apparen	nt.
Comments:						

C. Clear Written and Oral Communications 1 2 3 4 5
5 – Models clear, enthusiastic, excellent and appropriate vocabulary and mannerisms. Written materials clear, accurate and fitting to the position.
3 – Verbal communication and/or written materials of average quality.
1 – Poor quality in spoken or written communication, lacks enthusiasm; inappropriate or inaccurate vocabulary.

Comments:

D. Techniques

1 2 3 4 5

5– Uses techniques and/or methods appropriate for meeting the department's goals and is sensitive to the diversity of various student learning styles.

3 – Uses limited but adequate techniques and/or methods for the position.

1 - Uses techniques and/or methods that are inadequate to address the variety of student learning styles and to meet department goals.

	Comments:						
E.	Organization of Presentation/Activities	1	2	3	4	5	
	 5 – Clearly organized and easy-to-follog 3 – Discernible organizational pattern. 1 – Organizational pattern is not clearly 	1					

Comments:

F. Time Management 1 2 3 4 5

5 – Time is managed well.

3 – Some tasks or responsibilities utilize more time than that allocated or necessary.

1 - Several or the majority of tasks utilize more time than that allotted or necessary.

Comments:

G. Student Records

1 2 3 4 5

5 – Accurately and completely maintains student records utilizing department mandated technology.

3 – Adequately maintains student records utilizing department mandated technology.

1 – Insufficiently maintains student records utilizing department mandated technology.

Comments:

H. Overall Assessment of Performance

(Must be the true mathematical average of the above ratings A-G) _____

Additional Comments by Evaluator:

Signature of Evaluator:	Date:
Signature of Evaluatee:	Date:
Signature of Department Chair:	Date:
Signature of Instructional Dean:	Date:

Note: Evaluatee's signature does not necessarily imply agreement. It is merely an acknowledgment that the complete report has been read. Evaluatee may submit a written response within ten calendar days of receipt of this evaluation report. The written statement will be filed with this visitation report.

APPENDIX F: VISITATION AND EVALUATION REPORT FOR NONCREDIT FACULTY

COLLEGE OF THE CANYONS Classroom Evaluation Report For Noncredit Faculty

Evaluator: Please consider the criteria below when observing the evaluatee, and mark the appropriate responses as noted. For any criteria where you mark a score of "4" or "5", please make sure to make suggestions for improvement in the Summary Evaluation Report section.

Instructor	Visitation Date
Evaluator	

Course Number, Section Number, and Title _____

Evaluator Arrival and Departure Times: _____

	Excellent (1)	Good (2)	Average (3)	Below Average (4)	Unsatisfactory (5)
1. Course content clearly addresses established description, objectives, and content					
2. Instructor maintains balance between lecture, student follow-up, and active learning activities					
3. Teaching materials are clear and applicable to the learning objectives for the course					
4. Content presentation has a logical flow from one topic to the next					
5. Content is consistent with course standards, and instructor uses appropriate assessment methods					
6. Instructor conducts the lesson at an appropriate pace with good time management					
 Instructor explains concepts and procedures well Instructor is comfortable using visual aids/equipment 					
9. Instructor demonstrates strong knowledge of course content and objectives					
10. Instructor encourages class participation and active learning					
11. Instructor is well organized and prepared					
12. Instructor uses language and examples that learners can relate to					
13. Voice and delivery are clear and understandable14. Demonstrates sensitivity to differing learning styles					
Overall Assessment of Instructor's Performance:					

SUMMARY EVALUATION REPORT For Noncredit Faculty

Please include a descriptive summary of any pertinent comments on the following items:

- suggestions for improvement if applicable (based on notations made in the Classroom Evaluation Report),
- effectiveness in teaching assignment (including observed outstanding teaching techniques/pedagogy),
- any noted student complaints along with subsequent investigation(s) during the semester of evaluation,
- adherence to official College policies on and deadlines related to positive attendance and dropping students from the class roster, and
- a descriptive summary of the evaluatee's participation in professional growth, including but not limited to relevant student activities both in- and out-of-the-College, relevant community involvement, and relevant committee participation where applicable.

This summary evaluation, which should include a copy of the classroom evaluation report, was conducted according to the procedures of the collective bargaining agreement in effect as of the date of this document.

Evaluator

Date

Evaluatee's signature does not necessarily imply agreement. It is merely an acknowledgment that the complete report has been read. Evaluatee may submit a written reaction within fourteen (14) calendar days of receipt of this evaluation report. The written statement will be filed with this summary report.

Evaluatee

Date

APPENDIX G: STUDENT EVALUATION SURVEY

College of the Canyons Student Evaluation Survey

Dear Student: The purpose of this survey is to obtain information on how we can improve our courses. To accomplish this, we are asking that you complete this survey and return it in the envelope provided. Your participation is voluntary and every effort will be made to keep your responses confidential. We greatly appreciate your assistance! If you are completing this survey online, please follow the directions that were emailed to you.

Pl	ease	fill in marks like this:								
Se	emest	er:	Year:							
Se	ction	ı #:	Instructor Name:	Title						
1.	Org	ganization of course of	curriculum:		Strongly Agree 5	Agree 4	Neutral	Disagree 2	Strongly Disagree	Not Applicable
	a.	Goals and objective students.	es are clearly communication	ated to	0	0	0	0	0	0
	b.	Key points are conv	veyed successfully.		0	0	0	0	0	0
	c.	. Material is presented in a logical order.			0	0	0	0	0	0
2.	 Instructor's behavior, performance, and classroom management: a. Instructor uses a variety of teaching methods to effectively deliver course material (e.g., videos, PowerPoints, discussion forums, group work, lectures, class activities). 		Strongly Agree 5	Agree 4	Neutral	Disagree 2	Strongly Disagree	Not Applicable		
			leos,	Ο	0	0	Ο	0	Ο	
	b.	,	es students to engage in	critical	Ο	0	Ο	0	0	0
	c.	Instructor has struct	tured the class in a manr earning environment.	ner that	0	0	0	0	0	0
	d.	Instructor uses the e	entire class period efficient online class, mark not ap		0	0	0	0	0	0
	e.		to questions and grades		Ο	0	0	0	0	0
	f.	Instructor facilitates communication betw	s and encourages online ween students (for a face	e to face						
3.	Ins	class, mark not appl tructor's interpersona			Strongly Agree 5	Agree 4	Neutral	Disagree 2	Strongly Disagree	Not Applicable
	a.	Instructor demonstr success with feedba	ates a caring for student	:'s	0	0	0	0	0	0
	b.		ates respect for students		0	0	0	0	0	0
	c.	Instructor demonstr diversity.	ates sensitivity to stude	nt	Ö	Õ	Õ	Ö	Õ	Õ

	mide	ss materials (textbooks, syllabi, CD-ROMs, cots etc.): provide any additional comments you may have regarding	Strongly Agree the course or	Agree the instructo	Neutral pr's tedching s	Disagree style or ² profess	Strongly Disagree <i>sionalism</i> .	Not Applicable
	a.	The syllabus is well organized and easy to follow.	0	0	0	Ο	0	0
	b.	Class materials are useful resources in the course.	0	0	0	0	0	0
	c.	The course materials in Canvas are clearly organized and easy to navigate (if course does not use Canvas, mark not applicable).	0	0	0	0	0	0
			Strongly				Strongly	Not
5.		ding and assignments (exams, homework, quizzes, other instruments for grading):	Agree 5	Agree 4	Neutral ³	Disagree 2	Disagree	Applicable
	a.	Instructor gives helpful comments on	0	0	0	0	0	0
	b.	assignments completed by students. Instructor clearly explains methods of assigning	0	0	0	\circ	0	\circ
	υ.	grades.	0	0	0	0	0	0
	c.	Assignments and exams relate closely to covered material.	0	0	0	0	0	0
	d.	Grading system is applied fairly.	0	0	0	0	0	0
6.	Lev	rel of course challenge:	Strongly Agree 5	Agree 4	Neutral 3	Disagree 2	Strongly Disagree	Not Applicable
	a.	Overall, the amount of work required in this class is fair.	0	0	0	0	0	0
	b.	Material is challenging, yet mastery is attainable.	0	0	0	0	0	0
	c.	I am learning a lot in this class.	Ō	Ō	0	0	0	Ō
	d.	I found this delivery format effective (on campus or online)	0	0	Ο	0	0	0

Thank you for your participation in this important survey!

<u>Comments</u> Please provide any additional comments you may have regarding the course or the instructor's teaching style or professionalism.

Student Evaluation Survey 3/25/16

APPENDIX H: DISTRICT-COMPENSATED COMMITTEES

Per Article 11.B.5, the District will compensate Unit Members (one per committee/team) at the non-instructional rate per the adjunct salary schedule €for service on the following committees:

- Accreditation Committee and Team(s)
- Educational Technology Committee
- Enrollment Management Committee
- Health and Safety Committee
- President's Advisory Council on Budget
- Curriculum Committee

APPENDIX I: SCHEDULED OFFICE HOURS COMPENSATION

SANTA CLARITA COMMUNITY COLLEGE DISTRICT COLLEGE OF THE CANYONS SCHEDULED OFFICE HOURS COMPENSATION 2016-2017

Beginning Fall 2016, scheduled office hours will be compensated as per Article 21. Unscheduled office hours will not be compensated. Scheduled office hours may be verified by the instructional dean.

Half of the office hours for a course must be conducted on a regular schedule, either on the campus (or site) where the course is scheduled or through virtual means. This portion of the office hours will be considered "scheduled office hours".

On-Campus (or Site) Units per week	Number of Scheduled Office	Number of Unscheduled Office	Total Office Hours per Week (minutes)
	Hours (minutes)	Hours (minutes)	
3	30	30	60
4	40	40	80
5	50	50	100
6	60	60	120
7	70	70	140
8	80	80	160
9	90	90	180
10	100	100	200
11	110	110	220
12	120	120	240
13	120	120	240
14	130	130	260
15	140	140	280
16	150	150	300

Compensation for Scheduled Office Hours Adjunct (Hourly) Faculty \$20.00 / Hour

2014-2017 AGREEMENT SIGNATURE PAGE

SANTA CLARITA COMMUNITY COLLEGE DISTRICT COLLEGE OF THE CANYONS

2014-2017 AFT AGREEMENT

This Agreement made and entered into on April 13, 2016 and May 11, 2016 by and between the Santa Clarita Community College District ("District") and the Part-Time Faculty United, American Federation of Teachers, Local 6262 ("AFT") is as printed.

RATIFIED

PART-TIME FACULTY UNITED AMERICAN FEDERATION OF TEACHERS, LOCAL 6262

Amy a. Dooto

Authorized Representative

6/2/16

Date

SANTA CLARITA COMMUNITY COLLEGE DISTRICT

o Kal Michael Wilding

Authorized Representative

6/2/16

Date