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February 4, 2021

Via Email and U.S. Mail

Diane Fiero
Vice President of Human Resources
Santa Clarita Community College District (College of the Canyons)
26455 Rockwell Canyon Rd.
Santa Clarita, CA 91355

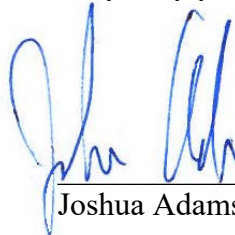
Re: Cease & Desist – Unfair Practice Charge re: Adjunct Faculty
AFT Local 6262 v. College of the Canyons

Dear Ms. Fiero:

This office is legal counsel to the American Federation of Teachers Local 6262 (“Union”). It has come to our attention that the College of the Canyons (“College”) has refused to honor its obligations under the Tentative Agreement signed by the College and the Union on October 8, 2020. As described in the attached unfair practice charge filed by the Union at the Public Employment Relations Board, this is not a close question of law. The Union therefore demands that the College cease and desist further unlawful conduct and immediately comply with terms of the Tentative Agreement.

This letter and the accompanying unfair practice charge are not intended to be a full description of the Union’s rights and remedies against the College, all of which are expressly reserved.

Very truly yours,



Joshua Adams

GILBERT & SACKMAN
A Law Corporation

Enclosures

cc: Warren Heaton



STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD
UNFAIR PRACTICE CHARGE

DO NOT WRITE IN THIS SPACE:

Case No:

Date Filed:

INSTRUCTIONS: File the original and one copy of this charge form in the appropriate PERB regional office (see PERB Regulation 32075), with proof of service attached to each copy. Proper filing includes concurrent service and proof of service of the charge as required by PERB Regulation 32615(c). All forms are available from the regional offices or PERB's website at www.perb.ca.gov. If more space is needed for any item on this form, attach additional sheets and number items.

IS THIS AN AMENDED CHARGE?

YES

☐

If so, Case No.

NO

☒

1. CHARGING PARTY:

EMPLOYEE

☐

EMPLOYEE ORGANIZATION

☒

EMPLOYER

☐

PUBLIC¹

☐

a. Full name: American Federation of Teachers Local 6262

b. Mailing address: 23638 Lyons AVE PMB 435, Newhall, CA 91321-2513

c. Telephone number: 424-500-1174

d. Name and title of person filing charge: Joshua Adams, Attorney

E-mail Address: jadams@gslaw.org

Telephone number: 323-938-3000

Fax No.: 323-937-9139

e. Bargaining unit(s) involved: Temporary academic (credit and non-credit) employees (i.e., adjunct faculty)

2. CHARGE FILED AGAINST: (mark one only)

EMPLOYEE ORGANIZATION

☐

EMPLOYER

☒

a. Full name: Santa Clarita Community College District (College of the Canyons)

b. Mailing address: 26455 Rockwell Canyon Road, Santa Clarita, CA 91355

c. Telephone number: 661-362-3424

d. Name and title of agent to contact: Diane Fiero

E-mail Address: diane.fiero@canyons.edu

Telephone number: 661-362-3424

Fax No.:

3. NAME OF EMPLOYER (Complete this section only if the charge is filed against an employee organization.)

a. Full name:

b. Mailing address:

4. APPOINTING POWER: (Complete this section only if the employer is the State of California. See Gov. Code, § 18524.)

a. Full name:

b. Mailing address:

c. Agent:

¹ An affected member of the public may only file a charge relating to an alleged public notice violation, pursuant to Government Code section 3523, 3547, 3547.5, or 3595, or Public Utilities Code section 99569.

5. GRIEVANCE PROCEDURE

Are the parties covered by an agreement containing a grievance procedure which ends in binding arbitration?

Yes ☐ No ☒

6. STATEMENT OF CHARGE

- a. The charging party hereby alleges that the above-named respondent is under the jurisdiction of: (check one)
- ☒ Educational Employment Relations Act (EERA) (Gov. Code, § 3540 et seq.)
- ☐ Ralph C. Dills Act (Gov. Code, § 3512 et seq.)
- ☐ Higher Education Employer-Employee Relations Act (HEERA) (Gov. Code, § 3560 et seq.)
- ☐ Meyers-Milias-Brown Act (MMBA) (Gov. Code, § 3500 et seq.)
- ☐ A Covered Public Utilities Code Transit Employer (BART (Pub. Util. Code, § 28848 et seq.), Orange County Transportation Authority (Pub. Util. Code, § 40000 et seq.), and supervisory employees of the Los Angeles County Metropolitan Transportation Authority (Pub. Util. Code, § 99560 et seq.)).
- ☐ Trial Court Employment Protection and Governance Act (Trial Court Act) (Article 3; Gov. Code, § 71630 – 71639.5)
- ☐ Trial Court Interpreter Employment and Labor Relations Act (Court Interpreter Act) (Gov. Code, § 71800 et seq.)
- b. The specific Government or Public Utilities Code section(s), or PERB regulation section(s) alleged to have been violated is/are:
Gov. Code secs. 3543.5(b), (c), (e)
- c. For MMBA, Trial Court Act and Court Interpreter Act cases, if applicable, the specific local rule(s) alleged to have been violated is/are *(a copy of the applicable local rule(s) MUST be attached to the charge)*:
- d. Provide a clear and concise statement of the conduct alleged to constitute an unfair practice including, where known, the time and place of each instance of respondent's conduct, and the name and capacity of each person involved. This must be a statement of the facts that support your claim and *not conclusions of law*. A statement of the remedy sought must also be provided. *(Use and attach additional sheets of paper if necessary.)*

See attached Statement of Charges.

DECLARATION

I declare under penalty of perjury that I have read the above charge and that the statements herein are true and complete to the best of my knowledge and belief and that this declaration was executed on February 4, 2021

at Los Angeles, CA
(City and State)

Joshua Adams

(Type or Print Name)


(Signature)

Title, if any: Attorney

Mailing address: Gilbert & Sackman, ALC; 3699 Wilshire Blvd., Suite 1200; Los Angeles 90010

Telephone Number: 323-938-3000 E-Mail Address: jadams@gslaw.org

STATEMENT OF CHARGES

AFT Local 6262 v. College of the Canyons (Santa Clarita Community College Dist.)

I. INTRODUCTION, PARTIES AND PERB'S JURISDICTION

1. The adjunct faculty of the College of the Canyons are underpaid for the work they perform, despite teaching the overwhelming majority of classes (*i.e.*, more than full-time faculty) offered by the institution. This pay disparity is not subject to reasonable dispute. During the COVID-19 viral pandemic, certain adjunct faculty have resorted to sleeping in their cars, because they are unable to pay the cost of housing in addition to other costs of living during our national crisis.

2. To fix this problem and to take steps towards offering meaningful compensation to its adjunct faculty, American Federation of Teachers, Local 6262 ("Union") and the Santa Clarita Community College District ("Employer" or "College") (collectively, "Parties") negotiated a Tentative Agreement in which the Employer agreed to pay adjunct faculty two guaranteed wage increases and a third increase for certain underpaid faculty under a new salary schedule: (1) an increase of 3.71% for the 2018-19 contract year; (2) an increase of 2% for the 2019-20 contract year; and (3) an increase of at least 1% upon placement on a new salary schedule at the start of the 2020-21 contract year, if placement on this schedule would otherwise result in a wage *reduction*.

3. Despite the unambiguous terms of the Tentative Agreement, in January 2021, the Employer notified the Union that it would not be paying the agreed-upon 1% increase for the 2020-21 contract year as described in the Tentative Agreement, and instead would be unilaterally: (1) refusing to implement the 1% wage increase where applicable, and (2) implementing a *reduction* in salaries for certain College adjunct faculty. The College's imposition of a salary cut to underpaid College adjunct faculty is in bad faith, shocks the conscience, and is in open violation of California labor laws.

4. The Public Employment Relations Board ("PERB") has jurisdiction of this matter pursuant to the Educational Employment Relations Act ("EERA"), Cal. Gov. Code § 3540, *et seq.* The Union is an employee organization and the exclusive representative of a bargaining unit of part-time faculty which includes all temporary academic (credit and non-credit) employees ("COC Adjunct Faculty") of the College, which is a public school employer under EERA.

II. ALLEGATIONS

5. The Union and the Employer are signatories to a collective bargaining agreement ("CBA") with a term of July 1, 2017 through June 30, 2020, which presently is expired.¹ As

¹ The Parties intend to begin negotiations for a successor collective bargaining agreement in Spring 2021.

relevant here, the CBA in Article 1.B. provides as follows: “During the 2018-19 and 2019-20 fiscal years, Article 10 – Total Compensation, will be reopened. In addition, articles may be reopened by mutual agreement.” A true and correct copy of the CBA is attached here as Exhibit A.

6. In or about January 2019, the Parties started bargaining for wages for the 2018-19 contract year, which was to be implemented retroactively on July 1, 2018. The Parties thereafter broadened negotiations to include a wage increase for the 2019-20 contract year and a new salary schedule (moving from a schedule with four wage steps to a schedule with 20 steps) which would be implemented for the 2020-21 contract year on July 1, 2020.

7. The Parties’ bargaining in 2019 included 17 negotiation sessions and approximately 20 hours of bargaining. On December 6, 2019, the Union filed a Request for Impasse Determination with PERB. After mediation failed to produce an agreement, factfinding hearings were held on August 26 and 28, 2020, and a Factfinding Report issued on September 18, 2020. A true and correct copy of the Factfinding Report is attached here as Exhibit B.

8. On October 8, 2020, the Parties agreed to the Tentative Agreement, which was fully executed by both Parties, in which they agreed to the following terms:

1. For 2018-19 adjustments to the Adjunct Salary Schedules 7, 8, and 9 will be 3.71% effective July 1, 2018.
2. For 2019-20 adjustments to the Adjunct Salary Schedules 7, 8, and 9 will be 2% effective July 1, 2019.

(Tentative Agmt., art. 10 § B.1.-2.) The 3.71% and 2% wage increases are ongoing, and no provision of the Tentative Agreement provides that either of these raises are made on a one-time or lump-sum basis. A true and correct copy of the Tentative Agreement is attached here as Exhibit C.

9. The Tentative Agreement also provides the following, regarding the new salary schedule for the 2020-21 contract year:

B.3. Effective July 1, 2020 new salary schedules 10, 11, and 12 will be implemented.

B.4. . . . All adjunct faculty are initially placed on Step 1 of the applicable Adjunct Salary Schedule based on their educational achievement in accordance with Appendix A. . . .

. . .

L. **If upon initial placement on the new salary scale a member would receive less than their current rate of pay, that member will be placed on a step that will ensure at least a 1% pay increase.**

(Tentative Agmt., art. 10 § B.3.-4., L (emphasis added).) The 1% wage increase thus is applied based on the “current rate of pay” of an adjunct faculty member – as of their placement on July 1, 2020 – and any faculty who would receive a *reduction in pay* by being placed on the new salary schedule must be placed on a step that grants at least a 1% wage increase.

10. Contrary to the Tentative Agreement, in or about January 2021, the Employer notified the Union that the College would be imposing wage cuts by placing COC Adjunct Faculty on the 2020-21 Adjunct Salary Schedule without regard for whether this resulted in an increase or decrease in their wages from the 2019-20 contract year. The consequence of this violation of the Tentative Agreement was to impose wage cuts on certain COC Adjunct Faculty for the 2020-21 contract year (*i.e.*, in actual wages from the 2019-20 to 2020-21 contract years).

11. By its conduct, the Employer has unilaterally altered material terms and conditions of employment by refusing to pay salary increases granted to bargaining employees on the 2020-21 Adjunct Salary Schedule as agreed upon pursuant to the Tentative Agreement and by, instead, imposing wage cuts on certain COC Adjunct Faculty.

12. In addition, the Parties are scheduled to begin bargaining a successor collective bargaining agreement and wage increases for the 2020-21 contract year in Spring 2021. By its conduct, the Employer has engaged in bad faith bargaining by unilaterally imposing terms within the scope of representation in advance of negotiations over wages for the 2020-21 contract year (a separate term than the 2020-21 Adjunct Salary Schedule) and negotiations over a successor collective bargaining agreement, without providing notice or an opportunity to bargain to the Union, and without having conducted the administrative mediation or factfinding through PERB which is mandated by EERA.

III. REQUESTED REMEDY

The Union therefore respectfully requests that PERB order the following remedies against the Employer:

1. The Employer shall return to the status quo ante in the form of implementing ongoing wage increases of 3.71% and 2% for the 2018-19 and 2019-20 contract years, respectively, consistent with the Tentative Agreement.
2. The Employer shall return to the status quo ante in the form of implementing ongoing wage increases of at least 1% as of July 1, 2020, for any COC Adjunct Faculty whose placement on salary schedules 10, 11, and 12 of the 2020-21 Adjunct Salary Schedule would result in a reduction in wages, consistent with the Tentative Agreement.
3. The Employer shall be ordered to bargain in good faith with the Union with respect to the wages for the 2020-21 contract year (*i.e.*, a separate term than the 2020-21 Adjunct Salary Schedule) and for a successor collective bargaining agreement;
4. The Employer shall cease and desist from further interfering with lawful union conduct; and

5. The Employer shall post notice of its unlawful conduct and PERB's remedies electronically on its website, by email to all affected bargaining unit members, and with paper copies posted at all bargaining unit worksites.

EXHIBIT A

Santa Clarita Community College District

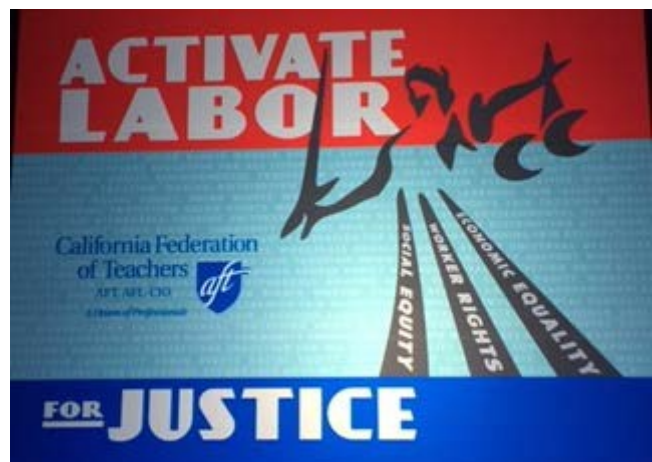
Part-time Faculty United American Federation of Teachers

Local 6262

AGREEMENT



July 1, 2017– June 30, 2020



Available on the Intranet to District employees at:

<https://intranet.canyons.edu/offices/AFT/>

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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, 2017 to June 30, 2020.
- B. During the 2018-19 and 2019-20 fiscal years, Article 10 – Total Compensation, will be reopened. In addition, articles may be reopened by mutual 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 part-time 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

- 6.1. **Purpose:** The purpose of this Article is to create stable pools of highly experienced part-time faculty members through assignment methods that are objective and consistent under Education Code. The provisions in this article become effective for scheduling of the spring 2019 semester.
- 6.2. When there is need for additional faculty service beyond that provided by regular, contract, and/or temporary District full-time faculty, the District will make assignments in accordance with this Article for part-time faculty members, including some applicable sections for non-credit part-time faculty (see article 21 for more details). The minimum qualifications, as defined by the California Community College Chancellor's Office and the district, must be met before any assignment can be granted. Unit members who have been or are currently being investigated for a legitimate violation of the District's written policies and procedures, that has been reviewed by Human Resources, may not receive an assignment.
- 6.3. **Definitions**
 - 6.3.1. **Assignment:** Any course, lab, activity, or non-classroom assignment that generates load. If a lecture and lab are taught in tandem as one section, the department chair may determine whether to assign the section as one assignment or as separate assignments.
 - 6.3.2. **Date of Hire (DoH):** The DoH is the date an individual is hired by the District as a part-time faculty member in the academic discipline for which an assignment is offered. If an instructor works in multiple disciplines, the DoH in each discipline will be assigned respective to the particular discipline.
 - 6.3.3. **Date of Certification (DoC):** The DoC is the date the part-time faculty member earns their online certification as established by the District.
 - 6.3.4. **Retirees:** Retired COCFA unit members who have now become AFT unit members. AFT unit members already in this category as of the ratification of this contract will be grandfathered into the pool structure in 6.4.2. based on their original COCFA hire date, as their date of hire (DoH).
 - 6.3.5. **Current part-time faculty members:** Members with assignments within the past three (3) academic years beginning with Fall semester. If a unit member is no longer interested in receiving assignments in their discipline, the unit member must inform the department that they no longer wish to receive assignments.
- 6.4. **Assignment for part-time faculty:** The district retains the right to make assignments for all part-time faculty members who meet the requirements for each applicable pool in order of ranking according to section 6.4.2.
 - A. Department chairs will email a complete list of available sections or other work assignments using the **canyons.edu** domain to the current part-time faculty members, by the deadlines specified in 6.6 and posted on a secure online site.
 - B. Part-time faculty members may request ranked assignments that corresponds to a class prefix as listed in the college catalogue, or indicate a preferred day and time range of availability for an assignment, by replying to the email sent by the department chair within eight (8) calendar days of the date the email was sent.
 - C. Part-time faculty members will receive course sections or other work assignments after regular and contract faculty assignments have been made. In the event a regular or contract faculty member's regular assignment is cancelled or reduced, the regular or contract faculty member may be assigned to a course section or work assignment previously assigned to a part-time faculty member, no later than fourteen (14) calendar days after the start of instruction.

- D. At the discretion of the district, overload assignments shall be given to regular and contract faculty before course sections or other work assignments are made available to part-time faculty members.
- E. Classes assigned to part-time members will not be reassigned to full-time instructors as overload assignments after the first day of class.
- F. If an assignment previously given to a part-time faculty member was cancelled 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 shall be offered a replacement assignment conditional to the criteria specified in section 6.2 before additional staffing assignments are made to other part-time faculty members. If the instructor declines the assignment, the unstaffed assignment will be made in accordance with sections 6.4.2. and 6.4.2.J.
- G. Whenever possible, the names of part-time faculty should be listed in the schedule of classes rather than just described as "staff."

6.4.1. Adjunct Faculty Assignments (Credit and Noncredit):

District assignments for Fall and Spring semesters will be adjusted in accordance with the following:

- A. District assignments will start with the highest ranking based on the criteria outlined in section 6.4.2.
- B. When there is an increase in the number of class sections within a discipline, priority will be given first to qualified regular or contract faculty, followed by part-time faculty members with the highest ranking.
- C. The District reserves the right to reschedule an assignment to a different day, time or location. If the assigned part-time faculty member declines the rescheduled assignment, the District is not obligated to offer another assignment. When an assignment is rescheduled, and the assigned part-time faculty declines the rescheduled assignment, the District will provide first right of refusal to the part-time faculty member with the highest ranking, unless the rescheduled assignment is requested by a qualified regular or contract faculty member.
- D. Part-time faculty should be paid for the first week of an assignment when class is cancelled less than two weeks before the beginning of a semester. If a class meets more than once per week, part-time faculty should be paid for all classes that were scheduled for that week (see CA Ed. Code Sec. 87482.8). The appropriate instructional dean will make a good faith effort to notify the unit member of the entitled compensation. The unit member must submit a timesheet to the appropriate dean within two weeks of the time worked. If a class is cancelled after the initial meeting, the employee will be paid for the time worked. Compensation will be given based on the information provided in a timesheet as turned in by the part-time faculty member, which has been reviewed and approved by the instructional dean. No part-time faculty member will be assigned a class that has already been given to another part-time faculty member, except under extraordinary circumstances (i.e. inability to teach).
- E. The District reserves the right to initially leave some sections unstaffed due to uncertainty, as specified in section 6.6.
- F. If the District assigns adjunct faculty to the previously unstaffed sections, it must do so according to pool rankings as specified in section 6.4.2. If sections are added late and/or after the teaching assignments have been made, assignment offers must adhere to the same pool rankings, except in situation outlined in 6.4.F.

6.4.2. Pool Rankings

- A. The priority to receive assignments will be based on pool rankings, beginning in Pool 1, from the highest to the lowest rank.
- B. Pool rankings will be based on DoH or DoC. If two unit members have the same hire or certification date, preference will be determined by the number of courses taught.
- C. Assignments will be given first to part-time unit members in Pool 1, then to part-time unit members in Pool 2, and lastly to part-time unit members in Pool 3.
- D. Pool 1: These part-time faculty members must meet ALL three (3) criteria below:
 - 1. Have taught or been given non-classroom assignments for a combination of at least twenty (20) regular semesters or sessions
 - 2. Received an average of 3.5 or better in the most recent evaluation
 - 3. Do not have any score of 1.0 or 2.0 in any sections A through G of the academic evaluation form
- E. Pool 2: These part-time faculty members must meet ALL three (3) criteria below:
 - 1. Have taught or been given a non-classroom assignment for at least one (1) regular semester or session
 - 2. Received an average of 3.5 or better in the most recent evaluation
 - 3. Do not have any score of 1.0 in any sections A through G of the academic evaluation form
- F. Pool 3: These part-time faculty members meet at least one criteria below:
 - 1. Newly hired
 - 2. Received less than an average of 3.5 in the most recent evaluation
 - 3. Received an evaluation score of 1.0 or 2.0 in any section A through G of the academic evaluation form
 - 4. Returning part-time faculty members after a voluntary break in service of more than six (6) consecutive semesters
- G. Retired COC full time faculty who return to teach part-time and have an average evaluation score of 3.5 or better on their last evaluation as a full-time faculty members will be placed in Pool 1. The DoH for a retired COCFA unit member, who retires after the ratification of this contract, will be assigned per Section 6.3.2. For retired COCFA unit members who retired prior to the ratification of this contract, see section 6.3.4.
- H. Management and Classified employees concurrently teaching part-time will be assigned a DoH per Section 6.3.2. and will be placed in the appropriate pool corresponding to their most recent evaluation, unless they are not paid for teaching the course.
- I. In the case of a tie in DoH, the assignment will be given to the instructor who has taught the most number of courses at College of the Canyons. If a tie remains, the assignment will be made by lottery.
- J. If less than three (3) sections of a course are offered per semester, courses are delivered to incarcerated students, are part of a non-credit course continuation, or are part of an ISA (i.e. public safety agency), a Department Chair may assign the course independent of the part-time faculty member's pool ranking (based on the specialization, expertise, or current appropriate training or certification in the discipline as evidenced by education, work history, or certification required to teach the course), The Department Chair will indicate on the online posted schedule why a

person of lesser rank was assigned to a course (i.e. work history, education, or certification).

- K. In order to receive an online or hybrid course assignment, the instructor must be online certified per district policy. If less than three (3) sections of a course are offered per semester, a Department Chair may assign the course independent of the part-time faculty member's pool ranking (based on the specialization, expertise, or current appropriate training or certification in the discipline as evidenced by education, work history, or certification required to teach the course). The Department Chair will indicate on the online posted schedule why a person of lesser rank was assigned to a course (i.e. work history, education, or certification). Online courses will be assigned according to the online pool system (6.4.2.M).
 - L. For co-listed (e.g., KPEA 150A, KPEA 150B, KPEA 150C) and cross-listed (e.g., ARCHT 110 and ID 110) classes, where multiple sections exist at the same time and place with the same instructor, this will constitute one section.
 - M. For online and hybrid courses, pool membership will be based on the most recent online or hybrid course evaluation score and the number of semesters during which an instructor taught an online or hybrid course. Pool ranking for online and hybrid courses will be determined by the date the instructor was certified to teach online courses.
 - N. The ranked list of all adjuncts in all disciplines, using pools, will be made available by HR to the President of AFT and the Office of Academic Affairs by the 1st Monday in April, once per year. All semesters and sessions through the first Monday in April will be included in the ranked list.
- 6.4.3 Assignments for all Pools: Part-time faculty members may not exceed a 67% load, unless requested to do so by the District. Part-time faculty members will receive their choice of assignment based on their pool membership and ranking, starting with the highest ranking first.
- 6.4.3.1 Part-time faculty members in Pool 1 will be offered between a 60-67% load, subject to availability of sections.
 - 6.4.3.2 Part-time faculty members in Pool 2 will be offered one (1) course, subject to availability of sections. Unit members who received 2 course sections during, either Fall 2017 or Spring 2018, will be grandfathered and continue to be offered two sections during the term of this contract.
 - 6.4.3.3 Part-time faculty members in Pool 3 will be offered one (1) course, subject to availability of sections.
 - 6.4.3.4 If there are sections still available after all Pool 3 adjuncts have received one (1) section, the department chair will return to the top of Pool 2 and then Pool 3 and continue assigning sections until none remain.
 - 6.4.3.5 Winter and Summer Sessions – The lists of Pool 1, Pool 2, and Pool 3 will not be used when staffing during the Winter intersession or Summer sessions, and assignments will be made according to 6.2.
- 6.4.4. Failure to provide an evaluation
A failure of the District to fulfill the evaluation frequency requirement set forth in Article 8 is considered grievable.

6.5. Assignments and Offer Lists: Each semester, assignment lists will be electronically generated by the chair and/or dean. Department chairs will send an email with all available sections to all current part-time faculty members and posted on a secure online site in accordance with section 6.6. Once the assignments have been made, the list containing all the offered sections shall include the information below, which will be posted on a secure online site:

6.5.1 Name of part-time faculty member

6.5.2 Part-time faculty member ranking (i.e. pool number and pool ranking)

6.5.3. Scheduled assignment(s)

6.5.4. Where applicable, exceptions to pool rankings as per section 6.4.2.J.

It is the responsibility of the part-time faculty member to notify the department chair and the dean of any inaccuracies regarding ranking or any other information within seven (7) calendar days of receiving the assignment list.

6.6. Timeline: The District will staff sections according to the timeline below. The District will notify AFT of reasons for exceptions to the timeline below. 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.

	Department Chairs to send List of Available Sections to all current part-time faculty members	Department Chairs to send Offers of Assigned Sections to all current part-time faculty members during the
Summer	No earlier than the Spring Semester Flex Week and no later than the first Monday in March.	Last Week in March
Fall	No earlier than the Spring Semester Flex Week and no later than the second Monday in April.	Second Week in May
Winter/Spring	No earlier than the Fall Semester Flex Week and no later than the first Monday in October.	First Week in November

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.
 - 4. 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 sixteen (16) 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 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 100% online or hybrid class is 50% or more online, the evaluator shall, during a prearranged and mutually agreed on meeting with the evaluatee, access one current online/hybrid course section for review. If a hybrid class is selected, then the online portion of the class shall be subject to evaluation. The meeting can take place in person or virtually, and should be no less than fifty cumulative minutes in length, but may be longer if the complete section cannot be reviewed within fifty cumulative minutes. The evaluation process should, at a minimum, determine that academically relevant student-instructor contact is regularly initiated by the instructor. Furthermore, the evaluation should, at a minimum, determine that student-instructor and student-student interaction is conducted in alignment with the current Distance Learning Addendum (part of the official course outline of record) for the particular course. 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, student

- learning outcomes, assessment data from student learning outcomes or other measures, and whatever other factors that 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. 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 during any semester or term, irrespective of the member's comprehensive evaluation. It can be completed by the member's department chair or division dean. If Appendix D is completed during a regular evaluation cycle, 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 (when conducted during a regular evaluation cycle). 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 evaluatee feels the evaluation report and/or overall evaluation score is inaccurate or non-representational, the evaluatee may request a second evaluation to be conducted by a different evaluator.
- 1. The evaluatee 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 may be scheduled during the same semester (or term) or during 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 grievable by the evaluatee or AFT.

- I. All evaluation documents as described in section D, section F, and section H above should be submitted to Human Resources by the division dean before the end of the respective semester or term 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

1. 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, and providing counseling and librarian services 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 2017-2018 adjustments to the Adjunct Salary Schedule will be 3.48% effective July 1, 2017.
 - 2. 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. Advancement will apply to the next fall or spring semester of employment. Service credit on the credit adjunct scale does not affect placement on the non-credit, non-enhanced salary schedule. Service credit is earned independently on each salary schedule.
 - 3. Adjunct instructors with an earned doctorate degree (Ph.D., J.D., Ed.D., etc.) 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 degree (Ph.D., J.D., Ed.D., etc.) 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 fall or spring semester of employment.
- C. A noncredit adjunct faculty rate of pay for teaching non-enhanced, non-credit courses is implemented in accordance with the Adjunct Salary Schedule (*Appendix A, Adjunct Salary Schedule – Section B*). For 2017-2018 the rate per hour will be increased by 3.48% effective July 1, 2017. The hourly rate of pay applies to noncredit faculty as defined in Article 21: Noncredit Faculty.
- D. Newly hired faculty teaching non-enhanced, non-credit courses will be placed on range one, step one per hour regardless of prior service with any other college. Noncredit faculty with four semesters of service will move to Step 2. Service credit is earned independently on each salary schedule.

- 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 2017-2018 the rate per hour will be increased by 3.48% effective July 1, 2017. Newly hired noncredit faculty will be placed on range one, step one per hour regardless of prior service with any other college. Noncredit faculty with four semesters of service will move to Step 2.
- F. 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 non-instructional 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.
- G. Scheduled office hours will be compensated at \$40 per scheduled office hour. Payment of scheduled office hours for full semester-length fall and spring classes will be made in 5 equal payments during the fall and spring semesters after the Dean has verified that office hours have been performed and posted appropriately. Office hours associated with compressed courses will be paid during their normally scheduled pay periods. Unit members will not be compensated for unscheduled office hours. However, if the District receives State reimbursement for office hours in excess of the amount paid for scheduled office hours, the District will distribute the surplus to compensate unit members for unscheduled office hours.
- 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. Health Benefits
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. The District and AFT agree that parity is important to maintain high quality instructors, thus ensuring student success. The District agrees that when it receives State funds designated for the achievement of parity, the District will contact AFT within 7 calendar days and will work with AFT to ensure that the funds are equitably distributed to the adjunct instructors.

- L. Human Resources will add hyperlink to Human Resources website where unit members can find information about loan forgiveness programs.

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 G. 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. Procedure

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.
 - (1) Grievances in which the grievant is the Union itself are initiated at Level Two.
 - (2)
- 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 after their meeting, 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 of their meeting 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 – Board of Trustees

The decision of the arbitrator within the limits herein prescribed shall be in the form of a recommendation to the Board of Trustees. The Board of Trustees shall undertake review of the advisory recommendation and take formal action accepting or rejecting the advisory recommendation. The Board of Trustees 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 through the hiring committee process, will be invited to the first level interview.

Information regarding the Academic Staffing Process and current status of full-time faculty positions is posted at: <https://appi.canyons.edu/Apps/Directories/Committees/Details/2>

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, devices, 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. Unit members have the option to present FLEX workshops for double the FLEX hours, up to the maximum hours stated above (i.e. presenting a 1 hour workshop would equate to 2 FLEX hours).
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 30th. 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: OFFICE HOURS

A. Office Hours: Time, Place, and Manner

1. Office hours are to be scheduled to meet the needs of all on-ground, online, and hybrid students, whether students are enrolled in full semester-length or short-term classes, 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. The District will ensure that instructors have a reliable means of conducting virtual office hours. Virtual office hours require instructor login and telepresence throughout the period and must include video or other synchronous communication options for students.
 - b. If an instructor elects to hold virtual office hours for the scheduled portion of an on-ground (or site) class, and a student in the 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.
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), online, 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.

On-Campus (or Site) Units per week	Number of Scheduled Office Hours (minutes)	Number of Unscheduled Office Hours (minutes)	Total Office Hours per Week (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

The unit member shall prepare and submit their proposed schedule of office hours to the instructional dean via the District's office hours reporting website. 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. Changes to scheduled office hours must be communicated to the students via email and must be updated on the District's office hours reporting website.

8. Office hours must be included in each course syllabus along with campus (or site) location or LMS/CCC Confer access instructions.
9. 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. Scheduled office hours will be compensated as per Article 10.
2. 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 21: NONCREDIT FACULTY

A. Definition

Article 21 applies specifically to noncredit adjunct faculty teaching all or the majority of their teaching load in noncredit. Unless specifically preempted by this article, the entirety of the American Federation of Teachers Local 6262 collective bargaining agreement applies to noncredit adjunct faculty. Noncredit adjunct faculty may be employed in a noncredit assignment for a maximum of two hundred ninety-three (293) instructional hours per semester (i.e., 67% of eight hundred seventy-five [875] instructional hours per school year or four hundred thirty-seven [437] instructional hours per semester as defined by Education Code 22138.5 for full-time noncredit faculty), 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. Adjunct faculty that teach both noncredit as well as credit classes can only teach 67% of a full-time load. A noncredit assignment may consist of both noncredit CDCP* (Career Development College Preparation or enhanced) as well as noncredit non-enhanced courses as per the ten noncredit categories below:

1. English as a Second Language*
2. Immigrant Education
3. Elementary and Secondary Basic Skills*
4. Health and Safety
5. Substantial Disabilities
6. Parenting
7. Home Economics
8. Courses for Older Adults
9. Short-term Vocational Programs*
10. Workforce Preparation*

The minimum qualifications for noncredit faculty are specified in Title V Section 53412 of the California Code of Regulations.

B. 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.

C. Assignment and Scheduling

It is in the best interest of the District and the intent of both parties to hire experienced, 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 regular, contract, and /or other District full-time faculty, 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 4 or 5 in a formal evaluation as per Appendix B or E
 - 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
 - Unit members who have been or are currently being investigated for a legitimate violation of the District's written policies and procedures, that has been reviewed by Human Resources, may not receive an assignment.
2. The Dean of Continuing Education or other appropriate administrator (or his/her designee) shall assign noncredit courses to noncredit faculty, based on criteria outlined in Article 6 sections 6.3, 6.4 and 6.5.
 3. Noncredit adjunct faculty may be employed in a noncredit assignment for a maximum of two hundred ninety-three (293) instructional hours per semester (or 67% of eight hundred seventy-five [875] instructional hours per school year or four hundred thirty-seven [437] instructional hours per semester as defined by Education Code 22138.5 for full-time noncredit faculty). If a noncredit adjunct faculty member is also employed in a credit adjunct assignment, the unit member can still only teach 67% of a full-time load.

For example, consider an ESL unit member who would like to teach a 67% load that consists of a noncredit ESL assignment as well as an ESL-060 credit assignment:

- ESL-060 credit load: 54.00 semester hours = 3.00 units (20% load or 3 units/15 units)
 - Noncredit load: 47% remaining noncredit load = 205 noncredit semester hours (47% of 437 hours)
4. The District will staff sections no later than the summer session before the start of the fall semester, the fall semester before the start of the winter intersession, the winter session before the start of the spring semester, and the spring semester before the start of the summer session. The District will notify AFT of reasons for exceptions to this timeline. 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 external to the college; and
 - Technical difficulties with software or data systems.

D. 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. The evaluator will be assigned by the Dean of Continuing Education (or his/her designee).
 - If the class to be visited is an online class, the evaluator will have online teaching experience. If the evaluator does not possess online teaching experience, a co-evaluator may be assigned (one assigned as per 1.b. and the other a faculty member or educational administrator with experience in online pedagogy), assigned by the Dean of Distance Learning, where both co-evaluators may not be educational administrators.
 - If co-evaluators are assigned for an evaluation of an online class, the evaluator assigned per 1.b. will complete only that part of the evaluation
 - 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 (Appendix B – Classroom or Appendix B – Online) for noncredit faculty. Non-teaching part-time noncredit faculty will be evaluated using the Non-Instructional Visitation and Evaluation Report (Appendix E).
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 sixteen (16) 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 B or E) should be completed by the evaluator and submitted to the noncredit faculty member within twenty-eight (28) calendar days from the observation date. It will then be forwarded to the department chair and division dean (where applicable), who will sign off on the report, indicating that they acknowledge the findings. Any evaluation report submitted to the part-time noncredit faculty member later than the twenty-eight

(28) calendar days is still valid.

4. Online Evaluation Report:
 - a. If the class to be evaluated takes place 100% online or hybrid class is 50% or more online, the evaluator shall, during a prearranged and mutually agreed on meeting with the evaluatee, access one current online/hybrid course section for review. If a hybrid class is selected, then the online portion of the class shall be subject to evaluation. The meeting can take place in person or virtually, and should be no less than fifty cumulative minutes in length, but may be longer if the complete section cannot be reviewed within fifty cumulative minutes. The evaluation process should, at a minimum, determine that academically relevant student-instructor contact is regularly initiated by the instructor. Furthermore, the evaluation should, at a minimum, determine that student-instructor and student-student interaction is conducted in alignment with the current Distance Learning Addendum (part of the official course outline of record) for the particular course. 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.
5. 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:
 - Objectives for improvement, change or maintenance of methodology based on the results of the student survey, a self-examination of teaching methods, student learning outcomes, assessment data from student learning outcomes or other measures, and whatever other factors that are deemed relevant.
 - A review of the objectives for improvement, if any, from the evaluatee's last evaluation.
 - A summary of professional growth activities. A listing of reasonable resources that can be provided by the District to help improve instructor teaching.
6. The Professionalism Report (Appendix D) is an optional report regarding the evaluatee's professionalism and faculty responsibilities. The Professionalism Report is in addition to the Visitation and Evaluation Report (Appendix B and E). This report can be requested by the member, the member's department chair, or the member's division dean any semester or term, irrespective of the member's comprehensive evaluation. If Appendix D is completed during a regular evaluation cycle, 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 (when conducted during a regular evaluation cycle). All evaluation documents will be placed in the adjunct instructor's District personnel file.
7. Evaluation Conference: An evaluation conference will be scheduled by the

evaluator, to be held no sooner than seven (7) calendar days after the observation.

The conference will deal with, but not be limited to, the items listed above in the classroom evaluation report, Self-Reflection, and Professionalism Report.

8. 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.
9. 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.
10. In the event the evaluatee feels the evaluation report and/or overall evaluation score is inaccurate or non-representational, the evaluatee may request a second evaluation to be conducted by a different evaluator.
11. The evaluatee 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.
12. 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 may be scheduled during the same semester (or term) or during 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 grievable by the evaluatee or AFT.
13. All evaluation documents as described above should be submitted to Human Resources by the division dean before the end of the respective semester or session that the evaluation occurred.

ARTICLE 22: 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.

APPENDIX A: ADJUNCT SALARY SCHEDULE

SANTA CLARITA COMMUNITY COLLEGE DISTRICT						
COLLEGE OF THE CANYONS						
ADJUNCT SALARY SCHEDULE 9						
2014-2015						
<u>Compensation for Academic & Associate Credit Adjunct (Hourly) Faculty and Enhanced Noncredit (Hourly) Faculty</u>						
		Step	Step	Step		
	Range	1	2	3		
	1	57.41	61.43	63.27	*	Academic Adjunct (Base Pay)
	2	63.15	67.57	69.60	**	Associate Adjunct (Base Pay)
	3	63.15	67.57	69.60	***	Academic Adjunct with Doctorate
	4	69.47	74.33	76.56	****	Associate Adjunct with Doctorate
<u>Method of placement on the Academic Adjunct (Hourly) Salary Schedule is:</u>						
*1.	All adjunct (hourly) instructors are initially placed on Range 1 / Step 1 of the Academic Adjunct (Hourly) Salary Schedule.					
2.	Advancement to Step 2 of the salary schedule requires that an adjunct (hourly) instructor complete four (4) semesters of service (excluding summer and intersessions).					
3.	Advancement to Step 3 of the salary schedule requires that an adjunct (hourly) instructor complete six (6) semesters of service at Step 2 (excluding summer and intersessions).					
**4.	Placement on Range 2 of the Associate Adjunct (Hourly) Salary Schedule requires: The completion of the Professional Development program specified in Article 19 A. OR The completion of twelve (12) units of teaching methodology and/or coursework in the area of assignment. The coursework must be pre-approved by the CIO.					
***5.	Academic 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 (Hourly) Salary Schedule.					
****6.	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 Associate Adjunct (Hourly) Salary Schedule.					
Salary Schedule effective: 07/01/2014						
Board Approved: 5/11/2016						

SANTA CLARITA COMMUNITY COLLEGE DISTRICT						
COLLEGE OF THE CANYONS						
ADJUNCT SALARY SCHEDULE 9						
2015-2016						
Compensation for Academic & Associate Credit Adjunct (Hourly) Faculty and Enhanced Noncredit (Hourly) Faculty						
		Step	Step	Step		
	Range	1	2	3		
	1	60.28	64.50	66.44	*	Academic Adjunct (Base Pay)
	2	66.31	70.95	73.08	**	Associate Adjunct (Base Pay)
	3	66.31	70.95	73.08	***	Academic Adjunct with Doctorate
	4	72.94	78.05	80.39	****	Associate Adjunct with Doctorate
<u>Method of placement on the Academic Adjunct (Hourly) Salary Schedule is:</u>						
*	*1.	All adjunct (hourly) instructors are initially placed on Range 1 / Step 1 of the Academic Adjunct (Hourly) Salary Schedule.				
	2.	Advancement to Step 2 of the salary schedule requires that an adjunct (hourly) instructor complete four (4) semesters of service (excluding summer and intersessions).				
	3.	Advancement to Step 3 of the salary schedule requires that an adjunct (hourly) instructor complete six (6) semesters of service at Step 2 (excluding summer and intersessions).				
**	**'4.	Placement on Range 2 of the Associate Adjunct (Hourly) Salary Schedule requires: The completion of the Professional Development program specified in Article 19 A. OR The completion of twelve (12) units of teaching methodology and/or coursework in the area of assignment. The coursework must be pre-approved by the CIO.				
***	***'5.	Academic 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 (Hourly) Salary Schedule.				
****	****'6.	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 Associate Adjunct (Hourly) Salary Schedule.				
Salary Schedule effective: 07/01/2015						
Board Approved: 5/11/2016						

SANTA CLARITA COMMUNITY COLLEGE DISTRICT
COLLEGE OF THE CANYONS
ADJUNCT SALARY SCHEDULE 9
2017-2018

Compensation for Academic & Associate Credit Adjunct (Hourly) Faculty and Enhanced Noncredit (Hourly) Faculty

Range	Step 1	Step 2	Step 3	
1	62.38	66.74	68.75	*
2	68.62	73.42	75.62	**
3	68.62	73.42	75.62	***
4	75.48	80.77	83.19	****

Academic Adjunct (Base Pay)

Associate Adjunct (Base Pay)

Academic Adjunct with Ph.D, J.D., & Doctorate

Associate Adjunct with Ph.D, J.D., & Doctorate

Method of placement on the Academic Adjunct (Hourly) Salary Schedule is:

- * 1. All adjunct (hourly) instructors are initially placed on Range 1 / Step 1 of the Academic Adjunct (Hourly) Salary Schedule.
2. Advancement to Step 2 of the salary schedule requires that an adjunct (hourly) instructor complete four (4) semesters of service (excluding summer and intersessions).
3. Advancement to Step 3 of the salary schedule requires that an adjunct (hourly) instructor complete six (6) semesters of service at Step 2 (excluding summer and intersessions).
- ** 4. Placement on Range 2 of the Associate Adjunct (Hourly) Salary Schedule requires:
The completion of the Professional Development program specified in Article 19 A.
OR
The completion of twelve (12) units of teaching methodology and/or coursework in the area of assignment. The coursework must be pre-approved by the CIO.
- *** 5. Academic Adjunct instructors with an earned doctorate (Ph.D., J.D., or Ed.D.) in a relevant field from an accredited institution will be placed on Range 3 of the Academic Adjunct (Hourly) Salary Schedule.
- **** 6. Associate Adjunct instructors with an earned doctorate (Ph.D., J.D., or Ed.D.) in a relevant field from an accredited institution will be placed on Range 4 of the Associate Adjunct (Hourly) Salary Schedule.

Salary Schedule effective: 07/01/2017

Board Approved: xx/xx/xxxx

<p style="text-align: center;">SANTA CLARITA COMMUNITY COLLEGE DISTRICT COLLEGE OF THE CANYONS NONCREDIT ADJUNCT SALARY SCHEDULE 8 2014- 2015</p>											
<p style="text-align: center;">Compensation for Noncredit Adjunct (Hourly) Faculty</p>											
<p style="text-align: center;">\$35.71 / Hour</p>											
<p>Salary Schedule effective: 07/01/14 Board Approved: 5/11/2016</p>											

<p align="center"> SANTA CLARITA COMMUNITY COLLEGE DISTRICT COLLEGE OF THE CANYONS NONCREDIT ADJUNCT SALARY SCHEDULE 8 2015-2016 </p>									
<p align="center"> Compensation for Noncredit Adjunct (Hourly) Faculty </p>									
<p align="center"> \$37.50 / Hour </p>									
<p align="center"> Salary Schedule effective: 07/01/15 Board Approved: 5/11/2016 </p>									

SANTA CLARITA COMMUNITY COLLEGE DISTRICT
COLLEGE OF THE CANYONS
NONCREDIT ADJUNCT SALARY SCHEDULE 8
2016-2017
Effective August 19, 2016

Compensation for Noncredit Adjunct (Hourly) Faculty

Range	Step 1	Step 2	
1	37.50	40.13	* Noncredit Adjunct (Base Pay w/Bachelor's Degree)
2	40.13	42.94	** Noncredit Adjunct (Base Pay w/Master's Degree)
3	41.25	44.14	*** Noncredit Adjunct Bachelor's + Prof. Dev. per Article 19
4	44.14	47.23	*** Noncredit Adjunct Master's + Prof. Dev. per Article 19

Method of placement on the Noncredit Adjunct (Hourly) Salary Schedule is:

*1. Advancement to Step 2 of the salary schedule requires that an adjunct (hourly) instructor complete four (4) semesters of service (excluding summer and intersessions).

**2. Academic Adjunct instructors with an earned master's degree in a relevant field from an accredited institution will be placed on Range 2 of the Noncredit Adjunct Salary Schedule.

***3. Completion of the Professional Development program per Article 19 adds approximately 10% salary increase. 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.

Salary Schedule effective: 08/19/16
Board Approved: 5/11/2016

SANTA CLARITA COMMUNITY COLLEGE DISTRICT
COLLEGE OF THE CANYONS
NONCREDIT ADJUNCT SALARY SCHEDULE 8
2017-2018

Compensation for Noncredit Adjunct (Hourly) Faculty

Range	Step 1	Step 2	
1	38.81	41.53	* Noncredit Adjunct (Base Pay w/Bachelor's Degree)
2	41.53	44.43	** Noncredit Adjunct (Base Pay w/Master's Degree)
3	42.69	45.68	*** Noncredit Adjunct Bachelor's + Prof. Dev. per Article 19
4	45.68	48.87	*** Noncredit Adjunct Master's + Prof. Dev. per Article 19

Method of placement on the Noncredit Adjunct (Hourly) Salary Schedule is:

- * 1. Advancement to Step 2 of the salary schedule requires that an adjunct (hourly) instructor complete four (4) semesters of service (excluding summer and intersessions).
- ** 2. Academic Adjunct instructors with an earned master's degree in a relevant field from an accredited institution will be placed on Range 2 of the Noncredit Adjunct Salary Schedule.
- *** 3. Completion of the Professional Development program per Article 19 adds approximately 10% salary increase. 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.

Salary Schedule effective: 07/01/17

Board Approved: XX/XX/XXXX

[illegible]

SANTA CLARITA COMMUNITY COLLEGE DISTRICT
COLLEGE OF THE CANYONS
NONCREDIT THE LEARNING CENTER (TLC) ADJUNCT
SALARY SCHEDULE (7)
2015-2016
Compensation for Noncredit The Learning Center (TLC) Adjunct (Hourly) Faculty
\$41.99 / Hour
Salary Schedule effective: 07/01/15
Board Approved: 5/11/2016

SANTA CLARITA COMMUNITY COLLEGE DISTRICT			
COLLEGE OF THE CANYONS			
NONCREDIT THE LEARNING CENTER (TLC) ADJUNCT SALARY SCHEDULE (7)			
2016-2017			
Effective August 19, 2016			
<u>Compensation for Noncredit The Learning Center (TLC) Adjunct (Hourly) Faculty</u>			
Range	Step 1	Step 2	
1	41.99	44.93	* Noncredit TLC Adjunct (Base Pay w/Bachelor's Degree)
2	44.93	48.08	** Noncredit TLC Adjunct (Base Pay w/Master's Degree)
3	46.19	49.42	*** Noncredit TLC Adjunct Bachelor's + Prof. Dev. per Article 19
4	49.42	52.88	*** Noncredit TLC Adjunct Master's + Prof. Dev. per Article 19
Method of placement on the Noncredit Adjunct (Hourly) Salary Schedule is:			
*1. Advancement to Step 2 of the salary schedule requires that an adjunct (hourly) instructor complete four (4) semesters of service (excluding summer and intersessions).			
**2. Academic Adjunct instructors with an earned master's degree in a relevant field from an accredited institution will be placed on Range 2 of the Noncredit Adjunct Salary Schedule.			
***3. Completion of the Professional Development program per Article 19 adds <u>approximately</u> 10% salary increase. 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.			
Salary Schedule effective: 08/19/16			
Board Approved: 5/11/2016			

SANTA CLARITA COMMUNITY COLLEGE DISTRICT
COLLEGE OF THE CANYONS
NONCREDIT THE LEARNING CENTER (TLC) ADJUNCT SALARY SCHEDULE (7)
2017-2018

Compensation for Noncredit The Learning Center (TLC) Adjunct (Hourly) Faculty

Range	Step 1	Step 2	
1	43.45	46.49	* Noncredit TLC Adjunct (Base Pay w/Bachelor's Degree)
2	46.49	49.75	** Noncredit TLC Adjunct (Base Pay w/Master's Degree)
3	47.80	51.14	*** Noncredit TLC Adjunct Bachelor's + Prof. Dev. per Article 19
4	51.14	54.72	*** Noncredit TLC Adjunct Master's + Prof. Dev. per Article 19

Method of placement on the Noncredit Adjunct (Hourly) Salary Schedule is:

- * 1. Advancement to Step 2 of the salary schedule requires that an adjunct (hourly) instructor complete four (4) semesters of service (excluding summer and intersessions).
- ** 2. Academic Adjunct instructors with an earned master's degree in a relevant field from an accredited institution will be placed on Range 2 of the Noncredit Adjunct Salary Schedule.
- *** 3. Completion of the Professional Development program per Article 19 adds approximately 10% salary increase. 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.

Salary Schedule effective: 07/01/17

Board Approved: XX/XX/XXXX

	SANTA CLARITA COMMUNITY COLLEGE DISTRICT	
	COLLEGE OF THE CANYONS	
	ADJUNCT NON-INSTRUCTIONAL SALARY SCHEDULE (6)	
	2014-2015	

Academic & Associate Credit Adjunct (Hourly) Non-Instructional Rate		
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[illegible]

Method of placement on the Academic & Associate Credit Adjunct (Hourly) Faculty Salary Schedule is:

- | | |
|---------|---|
| * 1. | All adjunct (hourly) instructors are initially placed on Range 1 / Step 1 of the Academic Adjunct (Hourly) Salary Schedule. |
| 2. | Advancement to Step 2 of the salary schedule requires that an adjunct (hourly) instructor complete four (4) semesters of service (excluding summer and intersessions). |
| 3. | Advancement to Step 3 of the salary schedule requires that an adjunct (hourly) instructor complete six (6) semesters of service at Step 2 (excluding summer and intersessions). |
| ** 4. | Placement on Range 2 of the Associate Adjunct (Hourly) Salary Schedule requires:
The completion of the Professional Development program specified in Article 19 A.
OR
The completion of twelve (12) units of teaching methodology and/or coursework in the area of assignment. The coursework must be pre-approved by the CIO. |
| *** 5. | Academic 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 (Hourly) Salary Schedule. |
| **** 6. | 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 Associate Adjunct (Hourly) Salary Schedule. |

Salary Schedule effective: 07/01/2014						
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Board Approved: 5/11/2016							
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SANTA CLARITA COMMUNITY COLLEGE DISTRICT						
COLLEGE OF THE CANYONS						
ADJUNCT NON-INSTRUCTIONAL SALARY SCHEDULE (6)						
2015-2016						
Academic & Associate Credit Adjunct (Hourly) Non-Instructional Rate						
	Step	Step	Step			
Range	1	2	3			
1	39.19	41.93	43.19	*	Academic Adjunct (Base Pay)	
2	43.11	46.13	47.51	**	Associate Adjunct (Base Pay)	
3	43.11	46.13	47.51	***	Academic Adjunct with Doctorate	
4	47.42	50.74	52.26	****	Associate Adjunct with Doctorate	
Method of placement on the Academic & Associate Credit Adjunct (Hourly) Faculty Salary Schedule is:						
* 1. All adjunct (hourly) instructors are initially placed on Range 1 / Step 1 of the Academic Adjunct (Hourly) Salary Schedule.						
2. Advancement to Step 2 of the salary schedule requires that an adjunct (hourly) instructor complete four (4) semesters of service (excluding summer and intersessions).						
3. Advancement to Step 3 of the salary schedule requires that an adjunct (hourly) instructor complete six (6) semesters of service at Step 2 (excluding summer and intersessions).						
**4. Placement on Range 2 of the Associate Adjunct (Hourly) Salary Schedule requires: The completion of the Professional Development program specified in Article 19 A. OR The completion of twelve (12) units of teaching methodology and/or coursework in the area of assignment. The coursework must be pre-approved by the CIO.						
*** 5. Academic 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 (Hourly) Salary Schedule.						
**** 6. 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 Associate Adjunct (Hourly) Salary Schedule.						
Salary Schedule effective: 07/01/2015						
Board Approved: 5/11/2016						

SANTA CLARITA COMMUNITY COLLEGE DISTRICT
COLLEGE OF THE CANYONS
ADJUNCT NON-INSTRUCTIONAL SALARY SCHEDULE (6)
2017-2018

Academic & Associate Credit Adjunct (Hourly) Non-Instructional Rate

Range	Step 1	Step 2	Step 3	
1	40.55	43.39	44.69	* Academic Adjunct (Base Pay)
2	44.61	47.74	49.16	** Associate Adjunct (Base Pay)
3	44.61	47.74	49.16	*** Academic Adjunct with Ph.D., J.D., & Doctorate
4	49.07	52.51	54.08	**** Associate Adjunct with Ph.D., J.D., & Doctorate

Method of placement on the Academic & Associate Credit Adjunct (Hourly) Faculty Salary Schedule is:

- * 1. All adjunct (hourly) instructors are initially placed on Range 1 / Step 1 of the Academic Adjunct (Hourly) Salary Schedule.
- 2. Advancement to Step 2 of the salary schedule requires that an adjunct (hourly) instructor complete four (4) semesters of service (excluding summer and intersessions).
- 3. Advancement to Step 3 of the salary schedule requires that an adjunct (hourly) instructor complete six (6) semesters of service at Step 2 (excluding summer and intersessions).
- ** 4. Placement on Range 2 of the Associate Adjunct (Hourly) Salary Schedule requires:
The completion of the Professional Development program specified in Article 19 A.
OR
The completion of twelve (12) units of teaching methodology and/or coursework in the area of assignment. The coursework must be pre-approved by the CIO.
- *** 5. Academic Adjunct instructors with an earned doctorate (Ph.D., J.D. or Ed.D.) in a relevant field from an accredited institution will be placed on Range 3 of the Academic Adjunct (Hourly) Salary Schedule.
- **** 6. Associate Adjunct instructors with an earned doctorate (Ph.D., J.D., or Ed.D.) in a relevant field from an accredited institution will be placed on Range 4 of the Associate Adjunct (Hourly) Salary Schedule.

Salary Schedule effective: 07/01/2017

Board Approved: XX/XX/XXXX

[illegible]

<p align="center"> SANTA CLARITA COMMUNITY COLLEGE DISTRICT COLLEGE OF THE CANYONS COMPENSATION FOR SCHEDULED OFFICE HOURS ADJUNCT (HOURLY) FACULTY SALARY SCHEDULE (F) </p>									
<p align="center">2016-2017</p>									
<p align="center">Hourly Rate: \$20.00</p>									
<p>Salary schedule effective 08/22/16</p>									
<p>Board Approved: 5/11/2016</p>									

<p align="center"> SANTA CLARITA COMMUNITY COLLEGE DISTRICT COLLEGE OF THE CANYONS COMPENSATION FOR SCHEDULED OFFICE HOURS ADJUNCT (HOURLY) FACULTY SALARY SCHEDULE (F) </p>					
<p align="center">2017-2018</p>					
<p align="center">Hourly Rate: \$40.00</p>					
<p>Salary schedule effective 08/21/2017</p>					
<p>Board Approved: xx/xx/xxxx</p>					

APPENDIX B: CLASSROOM EVALUATION REPORTS

COLLEGE OF THE CANYONS Visitation and Evaluation Report

Instructor _____ Visitation Date _____

Course Number, Section Number, and Title _____

Official Class Duration (as per Schedule of Classes) _____

Evaluator Arrival Time _____

Evaluator Departure Time _____

☐ Lecture ☐ Lab ☐ Activity

Total Number of Students in Attendance _____

Instructional Techniques Being Used

(Lecture, discussion, audio/visual, handout, laboratory, group activity, etc.)

Name of Evaluator _____

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.

A. Knowledge of Subject Matter 1 2 3 4 5 N/A

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 Lesson Objectives 1 2 3 4 5 N/A

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 N/A

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 N/A

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 N/A

5 – Clearly organized and easy-to-follow patterns. 3

– Discernible organizational pattern.

1 – Apparent lack of organization.

Comments:

F. Good Time Management 1 2 3 4 5 N/A

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.

Comments:

G. Student Assessment Methods 1 2 3 4 5 N/A

(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.

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 through C

A. Knowledge of Subject Matter 1 2 3 4 5 N/A

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 N/A

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 N/A

(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 through G

D. Teaching Methods 1 2 3 4 5 N/A

(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.

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 N/A

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 N/A

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	4	5	N/A
---	---	---	---	---	-----

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:

Signature of Evaluator: _____ Date: _____

Signature of Evaluator*:_____ Date: _____

- *if co-evaluator is needed

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 during any semester or term, irrespective of the member's comprehensive evaluation. It can be completed by the member's department chair or division dean. If Appendix D is completed during a regular evaluation cycle, 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 (when conducted during a regular evaluation cycle). It will become part of the member's District personnel file.

For this section of the Professionalism Report, whenever an evaluator records a need for improvement score (1, 2 or 3), the evaluator is to provide both supporting evidence and suggested remedies for improvement.

Evaluation Standard:

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

A. Professionalism

- | | | | | | | |
|--|---|---|---|---|---|-----|
| 1. Responds with clarity, promptly
and with discretion when working
with colleagues, staff and students. | 1 | 2 | 3 | 4 | 5 | N/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 Evaluatee: _____ 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.

**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 _____ Evaluator Departure Time _____

Name of Evaluator _____

Directions: Circle the appropriate number for each item evaluated. Please provide comments to detail specific items in support of your numerical assignment and include suggestions for improvement. Evaluation should include review of materials and assessment instruments if appropriate.

A. Knowledge of Subject Matter 1 2 3 4 5 N/A

2 – Demonstrates a command of the material including professional technology, resources, and college policies/procedures.

3 – Demonstrates an understanding of the material for the assignment.

1 – Demonstrates a lack of understanding regarding aspects of the assignment.

Comments: _____

B. Clear Objectives 1 2 3 4 5 N/A

5 – Demonstrates thorough preparation and provides clearly defined objectives.

3 – Demonstrates preparation for the assignment; some objectives are apparent.

1 – Demonstrates lack of preparation for the assignment and/or objectives not readily apparent.

Comments: _____

