Santa Clarita Community College District

Part-time Faculty United American Federation of Teachers

Local 6262

AGREEMENT

July 1, 2011 – June 30, 2014

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 through June 30, 2014.

B. This agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549.3 of the Government Code.

C. 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.

D. This Article is not grievable.
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 employees employed for 67% or less of a full-time assignment, and noncredit instructors. This article excludes employees (probationary and permanent faculty, management, supervisory, and classified employees) performing faculty service beyond their full-time assignment, full-time 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.

C. Disputes concerning this Article are not subject to the grievance provisions of this Agreement.
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 Office.
   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 double-sized 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 as soon as practicable.

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 monthly 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 $4,000.00 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 a mutually agreed-upon dates, place(s) and time(s) for the purpose of reviewing the administration of the Contract of Agreement in force and attempting to resolve any problems that may arise. Both parties may submit an agenda for discussion.

M. Upon the request by the AFT President, AFT shall have the right to appoint a representative(s) to District budget, calendar, academic staffing, and college policy council committees which deal with issues affecting AFT Unit Members. Committees made up exclusively of School Board members and the Superintendent-President are exempt from this provision.

N. A copy of this contract shall be provided, without cost to each member of AFT unit.

O. The District shall provide the AFT with a current Faculty Handbook.
ARTICLE 5: ORGANIZATIONAL SECURITY

A. Upon receipt of written notice from AFT, the District will implement the provisions of SB1960 (Chapter 893, Statutes of 2000) regarding membership dues and fair share service fees (“service fees”) as provided in this Article.
1. Except as expressly exempted herein, all bargaining unit employees who do not maintain membership in AFT are required as a condition of continued employment to pay service fees to AFT.
2. AFT has the exclusive right to have employee organization membership dues and service fees deducted by the District from the wages or salary of employees in the bargaining unit in accordance with the provisions of this Article.
3. Upon request for implementation of the provisions of SB1960 by AFT, the District will implement automatic payroll deductions for all current bargaining unit employees in accordance with the District’s procedures and AFT’s dues and service fees schedule. The District will implement automatic payroll deductions for new bargaining unit employees upon employment and after notification from AFT to the employee as to the appropriate deductions.
4. AFT may specify a change in the amount of the dues or service fees provided an authorized AFT officer submits a written notice to the District for such adjustment.
5. The District shall, without charge, transmit to AFT the sums deducted under this Article, except that the District shall transmit to a designated charitable organization sums deducted in lieu of service fees in the case of an employee’s bona fide religious objection.

B. An employee who has a bona fide religious objection, as defined by Government Code section 3546.3 to the payment of service fees in support of an “employee organization,” as defined in Government Code section 3540.1(d), shall not be required to join, maintain membership in, or pay dues or service fees required as a condition of employment. However, such employee shall be required, in lieu of service fees required by this Article, to pay sums equal to such service fees to a designated nonreligious, nonlabor, charitable fund exempt from taxation under section 501(c)(3) of Title 26 of the United States Internal Revenue Code:

COC Foundation
United Way
Santa Clarita Homeless Shelter

C. Any employee claiming this religious exemption shall, as a condition of continued employment, furnish to AFT and to the District a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets of teachings set forth objections to joining or financially supporting employee organizations.

D. AFT shall establish internal complaint procedures for resolving issues such as the appropriateness of service fees. It shall be the sole responsibility of AFT to resolve such complaints, and it is the expressed intent of the parties that any such dispute or claim shall be specifically excluded from the grievance procedure as provided in this Agreement.

E. AFT agrees to indemnify and financially hold harmless the District, its Governing Board, officers and administrators against claims, demands, costs, lawsuits, including attorney fees incurred in defending said persons or District, or any other form of liability or expense, including but not limited to, all court or administrative costs, that may arise out of or by
reason of action taken by the District for the purpose of complying with this Article, except
AFT shall have no requirement to indemnify or hold the District harmless if the subject of the
claim was solely the responsibility of the District.
ARTICLE 6: ASSIGNMENT AND SCHEDULING

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

A. When there is a need for additional service beyond that provided by full time faculty unit members (COCFA), management, and/or classified employees, the following are the factors to be considered in developing the work assignment of part time faculty for all semesters and sessions.
   - Minimum qualifications and/or appropriate certification
   - Demonstrated competency, expertise and/or training in the discipline, sub-field of the discipline, or particular course.
   - Previous service/experience with the College
   - Previous formal evaluation(s) (overall rating)
   - Investigated Complaints
   - Availability for the assignment
   - Request by a unit member to continue in the same assignment as the previous semester
   - Significant failure to follow college policies and procedures

B. Once the Full-Time faculty members, management, and/or classified employees have received their assignments for upcoming semesters and sessions, the Department Chair shall send a complete list of the known, available course sections or other work assignment via e-mail to the department’s unit members per the schedule outlined in 6.D. A paper copy will be placed in the unit member’s campus mailbox upon request.
   1. Management and/or classified employees will be encouraged to teach only one section per semester/session.

C. Unit members (as determined by Human Resources) who have:
   - taught for four (4) regular semesters within the past three years;
   - received an overall evaluation of 1 or 2 in section H of the most recent evaluation;
   - continue to meet the criteria in 6.A above
shall be deemed as eligible adjuncts and offered assignments before ineligible adjuncts for the fall and spring semesters. The list of eligible unit members will be made available to AFT and the Instruction Office by April 1st.

For winter and summer sessions, the list of eligible unit members will not be used and the assignment will be made according to Article 6.A and B.
   1. A good faith effort will be made to offer a requested spring assignment load that is similar to the fall assignment.
   2. The spring semester assignment shall be at least one course.
   3. The assignment for either semester may change under the following conditions:
      - Change in funding that results in a reduction of department course offerings;
o Change in course availability due to the change in the number of department full-time faculty or full-time faculty reassigned/release time;
o Change in course offerings due to a change in curriculum, reorganization, or administrative priorities concerning enrollment.

D. The initial communication noted in Article 6.B shall occur according to the following timetable*:
- Summer session – April 15th (all adjuncts)
- Fall semester – April 15th (all adjuncts; however, eligible adjuncts are scheduled first)
- Spring semester* - The first Monday in May (for eligible adjuncts)
- November 1 (ineligible adjuncts)
- Winter session – November 1 (all adjuncts)

The communication shall include a deadline by which to respond and a response form or instructions as to the procedure to indicate preferences. The deadline to reply must be at least seven (7) calendar days after the initial e-mail is sent even if a part-time faculty member does not have an email account. It is the responsibility of unit members to provide accurate email addresses to Department Chairs, to check their email for such communication, and to respond to their Department Chair by the deadline. The District reserves the right to initially leave some sections unstaffed if uncertainty exists as to the likelihood the section or assignment will be needed.

E. If a unit member is bumped or has a class cancelled within one week of the initial class meeting, the unit member shall be paid for the equivalent of the first three hours of the cancelled assignment. The unit member must submit a timesheet to be paid for the three hours. If a class is cancelled after the initial meeting, the employee will be paid for the time worked. The appropriate instructional dean will make a good faith effort to notify the unit member that they are entitled to compensation if the class was cancelled within a week of the start date.

F. Regardless of the presence of a two-semester assignment, a full-time faculty member may assume some or all of the assignment of a part-time faculty member even after a contract is signed, only if the class(es) or other assignment is/are needed to fill out the full-time work assignment as determined by the contract for full-time faculty.

G. After every good faith effort has been made to follow all parts of this Article noted above (A-F), these considerations shall not limit or restrict the District’s flexibility to schedule, make assignments or to add or eliminate course sections or other work responsibilities after the initial draft of the work or class schedule is developed.

* Subject to change in calendar
ARTICLE 7: PERSONNEL FILES

A. A single personnel file, secured in a lockable cabinet in the Human Resources Office, will exist for each Unit Member. These files shall not include the records relating to grievances or arbitrations.

B. Derogatory materials will not be filed in the Unit Member’s personnel file until the employee has been given notice of the filing and has had at least ten working days to submit a response to be attached to the material. Derogatory anonymous materials will not be added to the file.

C. At the request of the employee, derogatory material may be removed after two years with mutual agreement between the Unit Member and the Superintendent/President.

D. Authorization to inspect the Unit Member’s personnel file is granted to the employee (by appointment) and the Superintendent/President or his/her designee. The Unit Member’s designee may inspect the file with non-continuing written permission from the employee.

E. The District shall keep a log indicating the persons (other than persons whose duty it is to maintain the files) who have examined the personnel file. The log shall be maintained in the Unit Member’s personnel file and shall include the person who examined the file, as well as the date such examinations were made.

F. Information from the personnel file shall not be released without Unit Member consent unless compelled by law, judicial order or subpoena, or legitimate need to know.

G. The original of all performance evaluations will be placed in the Unit Member’s personnel file.

H. Unit Members will have the right, by appointment, to inspect and request and receive copies of materials in their personnel file during normal business hours, but not during the time the employee is actually required to render services to the District. Pre-employment materials will be removed from the file prior to the inspection appointment in accordance with Education Code. The employee will be charged with the cost of copying materials.
ARTICLE 8: EVALUATIONS

A. To assure the highest quality educational programs and services, Unit Members shall be observed and evaluated. The evaluator should arrive on time and be professional as well as respectful to the adjunct faculty member and students in the class.

B. Definitions

1. An “evaluatee” is the person being evaluated.
2. At the discretion of the department chair, the primary classroom/non-instructional “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 classroom/non-instructional evaluation.
   a. Whenever possible, online faculty will be evaluated by an evaluator with online teaching experience.
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) 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

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. For part-time faculty that primarily work winter or summer sessions only, they will be evaluated during the applicable session. Thereafter, part-time 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, part-time instructors who have taught for at least twenty (20) semesters shall be evaluated once every six semesters of employment. However, 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 evaluation 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 within twenty-eight (28) calendar days from the observation date and submitted to the part-time faculty member, 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. Self-Reflection: Each part-time instructor will complete a written self-reflection, due to the evaluator during the Evaluation Conference, to be used to improve instruction and not as a determinant of employee status. The self-reflection shall include, but may not be limited to:
   a. Objectives for improvement, change or maintenance of methodology based on the results of the student survey, a self-examination of teaching methods, and whatever other factors are deemed relevant.
   b. A review of the objectives for improvement, if any, from the evaluatee’s last evaluation.
   c. A summary of professional growth activities.
   d. A listing of reasonable resources that can be provided by the District to help improve instructor teaching.

4. The division dean and department chair may also complete an accompanying optional secondary report (Appendix D) on the evaluatee’s professionalism and responsibilities. The optional secondary report may also be completed at the request of the evaluated part-time faculty member. If Appendix D is completed, it should be submitted to the part-time faculty member within twenty-eight (28) calendar days from the observation date, who will sign off on the report along with department chair and division dean, indicating that they acknowledge the findings.

5. All evaluation documents will be placed in the adjunct instructor's District personnel file.

E. Evaluation Conference:
   1. An evaluation conference will be scheduled by the evaluator. The conference will deal with, but not be limited to, the items listed above in the evaluation report and Self Reflection.
   2. If requested by the evaluatee, the division dean may be included in this meeting to discuss the optional secondary report.

F. If desired, the evaluatee may submit a written, signed response regarding Appendix B or Appendix E (and optional Appendix D) to the division dean within fourteen (14) calendar days after the Evaluation Conference.

G. All evaluation documents should be submitted to Human Resources before the end of the respective semester or session that the evaluation occurred.
ARTICLE 9: LEAVES

A. Sick Leave

1. Unit Members shall earn one (1) hour of paid sick leave after every eighteen (18) hours worked during the fall and spring semesters. An hour is defined as fifty (50) minutes for accruing and deducting sick leave.
2. An instructor will notify the Office of Instruction of illness as soon as possible so that students can be notified appropriately.
3. Sick leave may not be used prior to its accumulation.
4. At the beginning of each semester, the District shall post for each Unit Member, online, an accounting of the number of paid hours of illness leave he/she has accumulated. Exact sick leave which is available to unit members may be requested from payroll at any time.
5. Any unused portion of this paid sick leave will be accumulated indefinitely and will be returned to the employee if he or she returns to service with the District.
6. Unit members have the right to transfer accumulated sick leave from other eligible entities (e.g. other California Community Colleges) as required by the Education Code.
7. Deductions for any person placed under quarantine will be made on the same basis as if the Unit Member were ill.

B. Catastrophic Leave

1. The District shall establish a catastrophic illness or injury pool. Leave hours may be utilized from this pool to provide replacement services for a Unit Member. A committee composed of two (2) representatives from the Office of Human Resources and two (2) representatives selected by AFT shall determine who shall be allowed to use the days from the pool. The committee shall recommend rules and regulations for the administration of the pool.
2. Catastrophic illness or injury shall be defined as an illness or injury that is expected to incapacitate the part-time faculty member for an extended period of time, or that incapacitates a member of the employee’s family which requires the employee to take time off from work for an extended period of time to care for the family member (defined as spouse, child, parent, domestic partner or other family member living in the household), and taking extended time off creates a financial hardship for the employee because he or she has exhausted all of his/her sick leave and other paid time off. (BP 817).
3. To request Catastrophic Leave, the unit member must complete a Catastrophic Leave Request Form, attach medical verification from a licensed medical physician which defines the catastrophic illness or injury (including estimated date of return), and submit all documentation to the Office of Human Resources.
4. The unit member is entitled to some or all hours donated at the time of solicitation, based on the recommendation by the committee, provided the donated leave does not exceed the actual time needed during the semester in which the leave commenced
5. He or she will use all paid leaves accrued on a monthly basis while in paid leave status as a result of a catastrophic leave.
6. Unit Members shall have the right to voluntarily donate sick leave to a catastrophic leave pool for use by another Unit Member.
7. Eligible leave credits must be donated in one (1) hour increments.
8. The donating unit member shall execute and file with the Office of Human Resources a form authorizing assigning accumulated sick leave to the Catastrophic Leave bank. The donation of eligible leave credits shall be irrevocable.

9. Leave donated and not used by the requesting unit member will be banked for future unit members.

10. Unit members leaving service with the District may donate accumulated sick time to the Catastrophic Leave Bank.

11. The Office of Human Resources will verify the information submitted on the Request for Catastrophic Leave form. Requests will be reviewed by the committee to determine if criteria have been met.

C. Personal Necessity Leave

1. Each year, at the discretion of the Unit Member, a Unit Member may use accumulated sick leave for personal necessity, which shall be deducted from the Unit Member’s accumulated sick leave.

2. Unit Members shall submit notification for personal necessity leave to their immediate supervisor at least two (2) days prior to the beginning of the leave, except when extenuating circumstances make this impossible.

3. Under no circumstances shall paid personal necessity leave be used for the purposes of extending a holiday or vacation period, seeking other employment, attending to matters which could be taken care of outside of work hours, participating in recreational activities or participating in concerted actions.

4. Traditional examples of personal necessity leaves include the following:
   a. Accident to person or property of Unit Member, or person or property of a member of the Unit Member’s immediate family (as defined in B.2.).
   b. Health or well-being of the Unit Member’s immediate family (as defined in B.2).
   c. Religious holiday, rites or ceremonies of the Unit Member’s faith.
   d. Court appearance as a litigant or witness under subpoena or official order (for personal business).
   e. Birth of a child for a Unit Member who is either a parent or grandparent of the child.
   f. The adoption of a child making it necessary for Unit Member to be absent during regular assigned hours of service.
   g. Imminent danger to the home of the Unit Member, occasioned by flood, fire, earthquake or similar serious nature which cannot be disregarded by the Unit Member.
   h. Personal business (not involving employment or professional duties outside this contract from which it is intended or usual that income be derived) which, by its nature, could not be conducted before or after the teaching day.
   i. Fire or other natural disaster preventing transportation to work.

D. Bereavement Leave

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.

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.

L. 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.

M. 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). 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 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 2013-2014 adjustments to the Adjunct Salary Schedule will be 2% effective July 1, 2013 and 0.5% effective February 1, 2014.

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 3%.

3. Adjunct instructors with an earned doctorate (Ph.D. or Ed.D.) in a relevant field from an accredited institution, will be placed on Range 3 of the Academic Adjunct Salary Schedule. Associate Adjunct instructors with an earned doctorate (Ph.D. or Ed.D.) in a relevant field from an accredited institution will be placed on Range 4 of the Academic Adjunct Salary Schedule.

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

C. A noncredit adjunct faculty rate of pay is implemented in accordance with the Adjunct Salary Schedule (Appendix A, Adjunct Salary Schedule – Section B). For 2013-2014, the rate is $34.50 an hour effective July 1, 2013 and an additional 0.5% effective February 1, 2014. This hourly rate of pay applies to noncredit faculty as defined in Article 22: Noncredit Faculty.

D. 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 2012-2013, the rate is $38.64 an hour effective January 1, 2013 and an additional 0.5% effective February 1, 2014. This hourly rate of pay applies to noncredit faculty assigned to TLC.

E. A non-instructional rate of pay is implemented in accordance with the Adjunct Salary Schedule Appendix A, Adjunct Salary Schedule – Section D). 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.

F. 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.

G. It is the responsibility of the Unit Members to notify the Office of Human Resources as soon as they deliver 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.

H. **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.
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. 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.

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. Generally, voluntary service under this subsection is without pay. However, if such service is requested by the district, pay will be provided at the non-instructional rate per the adjunct salary schedule (E). 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.

C. Mailboxes
   A mailbox will be provided to each Unit Member in the main campus mailroom. Mail pick-up is available at off-campus sites. Mail maybe transported from the main mailbox to the off-campus location at the request of the Unit Member for the duration of the semester.

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. Through the consultation process, the parties will seek a second office for unit members in the center of the campus.

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. The appearance of parking permits shall be uniform for all faculty beginning with the 2009 fall semester.

G. Cap and Gowns
Unit members may participate in commencement exercises.
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 unless the provision is not grievable.
   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; however, the Union may only grieve the rights of 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. The grievance process may not be used to appeal the failure to rehire or the assignment of a unit member.
   9. 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.

10. 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, and if 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.

11. 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.

12. 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

Before filing a formal grievance, the grievant shall attempt to resolve the matter by an informal conference with his or her immediate supervisor (Department Chair) 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.

Within ten (10) workdays, the Division Dean shall give his or her oral response to the grievant. If this informal meeting does not resolve the differences to the satisfaction of the adjunct faculty member (the grievant), then they may 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 informal conference, to submit to the Division Dean a formal written grievance on the official grievance form.

Within ten (10) workdays, the Division Dean shall give 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 in which he or she may submit to the V.P. of Human Resources or designee a 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 V.P. of Human Resources or designee shall promptly forward the statement of grievance to the Dean of Instruction or designee, and shall provide the name of that person to the grievant.

Within ten (10) workdays after receiving the grievance, the Dean of Instruction or designee shall meet with the parties and shall subsequently provide his or her response in writing to the grievant and to the Vice-President of Instruction.

4. Level Four - Mediation

If the grievance is not resolved at Level Three, the grievant will have ten (10) workdays in which he or she may process the grievance to mediation by filing a grievance on the grievance form with V.P. of Human Resources or designee.

A. If the grievant agrees to mediation, then the Vice President of Human Resources 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 hasn’t been resolved through mediation, he/she may request AFT to submit the grievance to arbitration within ten (10) workdays 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 Vice President of Instruction 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 –Superintendent/President

The decision of the arbitrator within the limits herein prescribed shall be in the form of a recommendation to the Superintendent/President. The Superintendent/President shall undertake review of the advisory recommendation and take formal action accepting or rejecting the advisory recommendation. The Superintendent/President may permit oral arguments by representatives of the parties, but only in the presence of one another. The
Superintendent/President 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 Superintendent/President of the College or by any member or representative of the administration of the College 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 representative of the Union may accompany the grievant through the levels of the process. Personal legal counsel in this local process may not represent the aggrieved person.

3. Time limits provided in each level shall begin at the expiration of the previous time limit or the day following receipt of written decision by the parties in interest.

4. Grievance meetings will be scheduled by the District so as not to conflict with classroom duties.

5. From the time a grievance is filed until it is processed through its completion or closure, neither party shall make public either the grievance or evidence regarding the grievance. This will constitute a breach of confidentiality.

6. The fees and expenses of the arbitrator shall be borne equally by the District and the AFT.
ARTICLE 14: HIRING PROCESS FOR FACULTY CONTRACT POSITIONS

When there is a selection process for contract faculty positions, a minimum of three (3) Unit Members who are the highest ranked in the selection pool, who also meet local additional requirements adopted for the position and other criteria established by the committee, must be invited to the first level interview. Rankings of all candidates are determined by the hiring committee members.
ARTICLE 15: INTELLECTUAL PROPERTY RIGHTS

In the absence of a separate and expressly written agreement between a Unit Member and the District to the contrary, a Unit Member shall have exclusive property rights to materials, devices, and processes developed by the Unit Member unless they have utilized District resources or have developed the materials, 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 614 – Academic Freedom
ARTICLE 19: PROFESSIONAL GROWTH

A. Unit members who successfully complete the Associate Program will remain at their earned step, and be advanced to the Associate range on the salary schedule per Appendix A.

B. Unit members who attend College sponsored FLEX and approved department activities 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 fall and spring semester. 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.

C. If the District directs a Unit member to attend a conference or meeting, all of his or her necessary and reasonable costs for fees, travel, board, and lodging shall be reimbursed by the District.
ARTICLE 20: PARITY

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

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

B. Definition: When professional development, participation on college committees, office hours, developing and reviewing curriculum, attendance at meetings, peer evaluation, participation in the hiring process, and other activities are excluded, parity is defined as 75%.

C. Computation of Parity Pay: Parity pay is based on column C and step 3 of the full-time academic salary schedule. Parity shall then be determined by adjusting the salary at this column and step to equate to 75%. The hourly compensation level for each hour shall then be determined by dividing the adjusted salary by 525 (15 hours of instruction per week x 35 weeks).

D. The District has applied all parity money received since fiscal year 2001-2002 to the part-time faculty salary schedule and will continue to do so as long as the District receives the parity appropriation. Should the parity money not be received, the District will meet with AFT Local 6262 to negotiate the effects on part-time faculty for not receiving the parity appropriation.
ARTICLE 21:  OFFICE HOURS

1. Office Hours: Time, Place, and Manner

a. Office hours are to be scheduled to meet the needs of students and the needs of the educational program of the District.

b. The provisions of this article do not apply to non-instructional faculty (for example, counselors and librarians).

c. Each scheduled period of on campus office time shall be scheduled during regular college business hours.

d. A majority of the scheduled office hours for a course must be held on the campus in which the course is taught. The remainder of the scheduled hours may be held via electronic means.

e. During the Fall and Spring semesters, each unit member shall maintain office hours per the table below.

f. Each scheduled period of office time shall be scheduled during a time that students are reasonably expected to be available. Office hours are to be held on campus or via electronic communication per the table below. Office hours for 100% on-line classes may be held on-line.

g.  

<table>
<thead>
<tr>
<th>On-Campus Units per week</th>
<th>Number of On Campus Office Hours</th>
<th>Number of On-Line Office Hours</th>
<th>Total per Week</th>
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<td>1-3</td>
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<td>4-6</td>
<td>1.5</td>
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<td>2</td>
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<tr>
<td>7-9</td>
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</tr>
<tr>
<td>14-16</td>
<td>3</td>
<td>2</td>
<td>5</td>
</tr>
</tbody>
</table>

h. Office hours must be included in each course syllabus along with campus location.

i. The unit member shall prepare and submit their proposed schedule of office hours to the Instruction Office via online link for posting on the internet.

j. The unit member may make permanent changes in his/her office hours subject to the approval of the appropriate instructional dean.

k. The unit member’s students are to be notified by personal contact, email, social media, Blackboard, or notice placed on the door of any change in scheduled office hours.

l. When the instructor is on campus or at a District work site and is unable to meet a regularly scheduled office hour during a particular week because of an emergency or other unforeseeable circumstance(s), the instructor shall communicate the change of that office hour and the time of the makeup hour that day via email and immediately notify the appropriate instructional dean of the office hour change for that day.

m. Cancellation of one or more office hours per day, not properly rescheduled during the same work week will result in the use of leave hours equal to the office hour(s) missed.
2. Miscellaneous:

   a. Unit members will not be compensated for hours in excess of the minimum requirement, or for additional hours worked either in person or on line.
ARTICLE 22: NONCREDIT FACULTY

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

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

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

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

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

F. Assignment and Scheduling
It is in the best interest of the District and the intent of both parties to hire experienced, competent noncredit faculty to work with a cohort of noncredit students either at the College and/or particular off-campus site.
1. When there is a need for noncredit faculty service beyond that provided by probationary and permanent faculty, management, supervisory, and classified employees, the following are the factors to be considered in developing the work assignment of noncredit unit members for all semesters and sessions.
   • Minimum qualifications and/or appropriate certification (Title V Section 53412)
   • Demonstrated competency, expertise and/or training in the discipline, sub-field of the discipline, or particular assignment
- Previous service/experience with the College and/or off-campus site
- Previous overall rating of 1 or 2 in a formal evaluation as per Appendix E or F
- Investigated Complaints
- Availability for the assignment
- Request by the noncredit unit member to continue with the same cohort at the same site as the previous semester
- Significant failure to follow College policies and procedures

2. The Dean of Continuing Education, Dean of Learning Resources, or other appropriate administrator (or his/her designee) shall assign noncredit courses to noncredit faculty based on criteria in F.1. above.

3. If a noncredit unit member has a class cancelled within one week of the initial class meeting, the noncredit unit member shall be paid for the equivalent of the first face-to-face hours of the cancelled assignment. The noncredit unit member must submit a timesheet to be paid for these hours. If a class is cancelled after the initial meeting, the noncredit faculty will be paid for the time worked. The appropriate administrator (or his/her designee) will make a good faith effort to notify the noncredit unit member that they are entitled to compensation if the class was cancelled within a week of the start date.

4. After every good faith effort has been made to follow F.1-F.3 noted above, these considerations shall not limit or restrict the District's flexibility to schedule, make assignments or to add or eliminate course sections or other work responsibilities after the initial class schedule is developed.

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

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

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

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

3. The complete evaluation documents shall include, but not be limited to, the following items:
   a. Classroom or Non-Instructional Evaluation Report:
      i. The evaluator shall make at least one classroom or other work place observation, to be no less than fifty minutes in length whenever possible (but may be longer if the class or lab session observed is longer). An evaluation report based on this observation and other appropriate criteria will be completed on the forms jointly agreed to by both parties.
      ii. The evaluation report (Appendix E or F) should be completed by the evaluator and submitted to the noncredit faculty member, who will sign off on the report, indicating that they acknowledge the findings.

4. Evaluation Conference: An evaluation conference will be scheduled by the evaluator. The conference will deal with, but not be limited to, the items listed above in the classroom evaluation report.

5. If desired, the evaluatee may submit a written, signed response regarding Appendix E or F to the appropriate educational administrator within fourteen (14) calendar days after the Evaluation Conference. This response along with complete evaluation documents will be included in the noncredit instructor's District personnel file.

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

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

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

L. Non-Discrimination
   Noncredit unit members shall have the same afforded privileges as outlined in Article 12:
Non-Discrimination of the Part-time Faculty United American Federation of Teachers Local 6262 Agreement.

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

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

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

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

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

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

S. Professional Growth
Noncredit unit members shall have the same afforded privileges as outlined in Article 19: Professional Growth of the Part-time Faculty United American Federation of Teachers Local 6262 Agreement.
APPENDIX A: ADJUNCT SALARY SCHEDULE
SANTA CLARITA COMMUNITY COLLEGE DISTRICT
COLLEGE OF THE CANYONS
ADJUNCT SALARY SCHEDULE 9 (Formerly “E”)
2013-2014

Compensation for Academic & Associate Credit Adjunct (Hourly) Faculty

<table>
<thead>
<tr>
<th>Range</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>55.46</td>
<td>59.31</td>
<td>61.09</td>
</tr>
<tr>
<td>2</td>
<td>61.00</td>
<td>65.24</td>
<td>67.21</td>
</tr>
<tr>
<td>3</td>
<td>61.01</td>
<td>65.25</td>
<td>67.20</td>
</tr>
<tr>
<td>4</td>
<td>67.10</td>
<td>71.77</td>
<td>73.93</td>
</tr>
</tbody>
</table>

* Academic Adjunct (Base Pay)
** Associate Adjunct (Base Pay)
*** Academic Adjunct with Doctorate
**** 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 three (3) phases of the Associates Program:
   · Teaching Skills Workshop
   · Advanced Teaching Workshop
   · Reflection on Classroom Teaching

OR

The completion of twelve (12) units of teaching methodology and/or coursework in the area of assignment. Coursework completed in the Institute of Teaching and Learning for courses EDU 088, EDU 101, and the semester-long workshop, Microteaching, shall count toward eligibility for placement on the Associate Adjunct Salary Schedule if the class was taken after July 2006. The coursework must be pre-approved by the CIO. For courses taken between July 1, 2006 and January 1, 2007 the CIO will review and approve.

*** 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: 07/01/13
SANTA CLARITA COMMUNITY COLLEGE DISTRICT
COLLEGE OF THE CANYONS
ADJUNCT SALARY SCHEDULE (9 – Formerly “E”)
2013-2014

SECTION A: Compensation for Academic & Associate Credit Adjunct (Hourly) Faculty

<table>
<thead>
<tr>
<th>Range</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>55.74</td>
<td>59.61</td>
<td>61.40</td>
<td>* Academic Adjunct (Base Pay)</td>
</tr>
<tr>
<td>2</td>
<td>61.31</td>
<td>65.57</td>
<td>67.55</td>
<td>** Associate Adjunct (Base Pay)</td>
</tr>
<tr>
<td>3</td>
<td>61.32</td>
<td>65.58</td>
<td>67.54</td>
<td>*** Academic Adjunct with Doctorate</td>
</tr>
<tr>
<td>4</td>
<td>67.44</td>
<td>72.13</td>
<td>74.30</td>
<td>**** Associate Adjunct with Doctorate</td>
</tr>
</tbody>
</table>

Method of placement on the Academic & Associate Credit 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 three (3) phases of the Associates Program:
- Teaching Skills Workshop
- Advanced Teaching Workshop
- Reflection on Classroom Teaching

OR

The completion of twelve (12) units of teaching methodology and/or coursework in the area of assignment. Coursework completed in the Institute of Teaching and Learning for courses EDU 088, EDU 101, and the semester-long workshop, Microteaching, shall count toward eligibility for placement on the Associate Adjunct Salary Schedule if the class was taken after July 2006. The coursework must be pre-approved by the CIO. For courses taken between July 1, 2006 and January 1, 2007 the CIO will review and approve.

*** 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: 02/01/14
Compensation for Noncredit The Learning Center (TLC) Adjunct (Hourly) Faculty

$38.64 / Hour

Salary Schedule effective: 01/01/13
Compensation for Noncredit Adjunct (Hourly) Faculty

$34.50 / Hour
Compensation for Noncredit The Learning Center (TLC) Adjunct (Hourly) Faculty

$38.83 / Hour

Salary Schedule effective: 02/01/14
 Compensation for Noncredit Adjunct (Hourly) Faculty

$34.67 / Hour

Salary Schedule effective: 02/01/14
Noncredit The Learning Center Adjunct (Hourly) Non-Instructional Rate

$25.24 / Hour

Salary Schedule effective 02/01/14
Noncredit Adjunct (Hourly) Non-Instructional Rate

$22.54 / Hour
# Academic & Associate Credit Adjunct (Hourly) Non-Instructional Rate

<table>
<thead>
<tr>
<th>Range</th>
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<th>Step 2</th>
<th>Step 3</th>
<th>Notes</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>36.23</td>
<td>38.75</td>
<td>39.91</td>
<td>* Academic Adjunct (Base Pay)</td>
</tr>
<tr>
<td>2</td>
<td>39.85</td>
<td>42.62</td>
<td>43.91</td>
<td>** Associate Adjunct (Base Pay)</td>
</tr>
<tr>
<td>3</td>
<td>39.86</td>
<td>42.63</td>
<td>43.90</td>
<td>*** Academic Adjunct with Doctorate</td>
</tr>
<tr>
<td>4</td>
<td>43.84</td>
<td>46.88</td>
<td>48.30</td>
<td>**** Associate Adjunct with Doctorate</td>
</tr>
</tbody>
</table>

Salary Schedule effective: 02/01/14
APPENDIX B: VISITATION AND EVALUATION REPORT

COLLEGE OF THE CANYONS
Visitation and Evaluation Report
For Part time Teaching Faculty

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 _____________

Class Enrollment (as per Course Outline of Record) _____________

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

1 – Instructor demonstrates a command of the material taught.
3 – Instructor demonstrates an understanding of the material taught.
5 – Instructor does not appear to have an adequate background for the material
taught.
| Comments: | ___________________________________________________ |
| Comments: | ___________________________________________________ |
| Comments: | ___________________________________________________ |

**B. Clear Lesson Objectives**

<table>
<thead>
<tr>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>N/A</th>
</tr>
</thead>
</table>

1 – Instructor demonstrates thorough preparation and provides clearly defined objectives.  
3 – Instructor demonstrates preparation for class; some objectives apparent.  
5 – Instructor demonstrates no evidence of preparation for class and/or objectives not apparent.

| Comments: | ___________________________________________________ |
| Comments: | ___________________________________________________ |
| Comments: | ___________________________________________________ |

**C. Clear Written and Oral Communications**

<table>
<thead>
<tr>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>N/A</th>
</tr>
</thead>
</table>

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

| Comments: | ___________________________________________________ |
| Comments: | ___________________________________________________ |
| Comments: | ___________________________________________________ |

**D. Teaching Methods**

<table>
<thead>
<tr>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>N/A</th>
</tr>
</thead>
</table>
1 – 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.
5 – 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

1 – Clearly organized and easy-to-follow patterns.
3 – Discernible organizational pattern.
5 – Apparent lack of organization.

Comments:  ____________________________________________________

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

1 – 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.
5 – 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.)
1 – 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.
5 – Assessments are insufficient to accurately measure differing student learning styles and student learning outcomes.

Comments: ___________________________________________________
_________________________________________________
_________________________________________________

H. Overall Assessment of Instructor’s Classroom Performance

1 2 3 4 5

1 – Highest performance.
2 – Good performance.
3 – Average performance.
4 – Below average performance.
5 – Unsatisfactory performance.

Additional Comments by Evaluator:

Signature of Evaluator: ___________________________   Date: ______________
Signature of Evaluatee: __________________________ Date: ______________

Signature of Department Chair: ______________ Date: ______________

Signature of Instructional Dean: ______________ Date: ______________

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

Revised 6/2012
### APPENDIX C: BOARD POLICY 614: ACADEMIC FREEDOM

<table>
<thead>
<tr>
<th>POLICY: ORGANIZATION/GOVERNANCE PROCESS</th>
<th>Section 600</th>
<th>Page 1 of 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>614. ACADEMIC FREEDOM</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Date Adopted</strong></td>
<td>January 17, 2007</td>
<td></td>
</tr>
</tbody>
</table>

**614. ACADEMIC FREEDOM**

**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.
WHO MAY REQUEST AN ACADEMIC FREEDOM REPORT?

- 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.
- 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.

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.

COMMITTEE MEMBERSHIP

- The committee shall consist of:
  - At least three faculty appointed by the Senate, one of whom will be designated as Chair;
  - A student appointed by the Associated Student Government
  - An Educational Administrator appointed by the College President
  - The Senate may also choose to appoint individuals with specialize training or expertise to serve as ex officio (non-voting advisors)
- As far as is possible, the Senate will strive to ensure that the faculty representatives include full time and adjunct faculty.
- 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.
- No Committee member shall have an immediate interest in the issue(s) being discussed.

COMMITTEE OPERATION

- 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.
- 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.

COMMITTEE REPORT

- 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.
• 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.
• In addition, the Committee will provide a summary of its operating guidelines, with suggestions for future committees.

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 given due weight and consideration by the parties requesting the report.

Policy Approved by Board of Trustees 1/17/07
APPENDIX D: SECONDARY EVALUATION REPORT

Part-time faculty at College of the Canyons are professionals that are respectful of students and college staff and handle responsibilities in a timely manner. Instructional deans and/or department chairs, or at the request of the part-time faculty member, may wish to provide input into part-time faculty professional activities in the non-instructional criteria listed in this Secondary Report (in addition to Appendix B or Appendix E), which would also become part of the instructor's comprehensive evaluation. The part-time faculty member should be notified via email ten (10) days in advance by the Division Dean if the Secondary Report is to be completed.

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

Evaluation Standard:
1 – Always complies
2 – Often complies
3 – Usually complies
4 – Occasionally complies
5 – Seldom complies

A. Professionalism

1. Responds with clarity, promptly 1 2 3 4 5 N/A and with discretion when working with colleagues, staff and students.

   Comments: __________________________________________________________
   __________________________________________________________
   __________________________________________________________

2. Follows appropriate division, 1 2 3 4 5 N/A department and FERPA guidelines.

   Comments: __________________________________________________________
   __________________________________________________________
   __________________________________________________________
3. Observes the proper use of facilities, equipment and supplies.  1  2  3  4  5  N/A

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/A

Comments:  

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

2. Is accessible to students and maintains contractual office hours.  1  2  3  4  5  N/A

Comments:  

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

C. Overall Assessment of Instructor’s Professionalism and Responsibilities

1  2  3  4  5

1 – Highest performance.
2 – Good performance.
3 – Average performance.
4 – Below average performance.
5 – Unsatisfactory performance.
Additional Comments by Division Dean/Department Chair:

Signature of Evaluator: ___________________________ Date: ______________

Signature of Department Chair: _______________________ Date: _____________

Signature of Division Dean: ________________________ Date: ______________

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

Revised 12/2012
APPENDIX E: VISITATION AND EVALUATION REPORT FOR NON-INSTRUCTIONAL FACULTY

COLLEGE OF THE CANYONS

Visitation and Evaluation Report

For Part time Non-Instructional Faculty

Non-Instructional Faculty ______________________ 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

1 – Demonstrates a command of the material including professional technology, resources, and college policies/procedures.
3 – Demonstrates an understanding of the material for the assignment.
5 – Demonstrates a lack of understanding regarding aspects of the assignment.

Comments: ___________________________________________________________________
____________________________________________________________________________

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

1 – Demonstrates thorough preparation and provides clearly defined objectives.
3 – Demonstrates preparation for the assignment; some objectives are apparent.
5 – Demonstrates lack of preparation for the assignment and/or objectives not readily apparent.

Comments: ___________________________________________________________________
____________________________________________________________________________
C. Clear Written and Oral Communications  1  2  3  4  5  N/A

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

Comments: __________________________________________________________
.............................................................................................................
.............................................................................................................

D. Techniques  1  2  3  4  5  N/A

1 – Uses techniques and/or methods appropriate for meeting the department’s goals and is sensitive to the diversity of various student learning styles.
3 – Uses limited but adequate techniques and/or methods for the position.
5 – Uses techniques and/or methods that are inadequate to address the variety of student learning styles and to meet department goals.

Comments: __________________________________________________________
.............................................................................................................
.............................................................................................................

E. Organization of Presentation/Activities  1  2  3  4  5  N/A

1 – Clearly organized and easy-to-follow patterns.
3 – Discriminable organizational pattern.
5 – Organizational pattern is not clearly discernible.

Comments: __________________________________________________________
.............................................................................................................
.............................................................................................................
F. Time Management

1 – Time is managed well.
3 – Some tasks or responsibilities utilize more time than that allocated or necessary.
5 – Several or the majority of tasks utilize more time than that allotted or necessary.

Comments: ______________________________________________________
______________________________________________________
______________________________________________________

G. Student Records

1 – Accurately and completely maintains student records utilizing department mandated technology.
3 – Adequately maintains student records utilizing department mandated technology.
5 – Insufficiently maintains student records utilizing department mandated technology.

Comments: ______________________________________________________
______________________________________________________
______________________________________________________

H. Overall Assessment of Performance

1 – Highest performance.
2 – Good performance.
3 – Average performance.
4 – Below average performance.
5 – Unsatisfactory performance.
Additional Comments by Evaluator:

Signature of Evaluator: ___________________________ Date: ______________
Signature of Evaluatee: ___________________________ Date: ______________
Signature of Department Chair: ___________________ Date: ______________
Signature of Instructional Dean: ___________________ Date: ______________

Note: Evaluatee’s signature does not necessarily imply agreement. It is merely an acknowledgment that the complete report has been read. Evaluatee may submit a written response within ten calendar days of receipt of this evaluation report. The written statement will be filed with this visitation report.
APPENDIX F: VISITATION AND EVALUATION REPORT FOR NONCREDIT FACULTY

COLLEGE OF THE CANYONS Classroom Evaluation Report
For Noncredit Faculty

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

Evaluator ______________________________________

Course Number, Section Number, and Title ______________________________

Evaluator Arrival and Departure Times: ________________________________

<table>
<thead>
<tr>
<th>Criterion</th>
<th>Excellent (1)</th>
<th>Good (2)</th>
<th>Average (3)</th>
<th>Below Average (4)</th>
<th>Unsatisfactory (5)</th>
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</thead>
<tbody>
<tr>
<td>1. Course content clearly addresses established description, objectives, and content</td>
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<td>2. Instructor maintains balance between lecture, student follow-up, and active learning activities</td>
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<td>3. Teaching materials are clear and applicable to learning objectives for the course</td>
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<td>4. Content presentation has a logical flow from one topic to the next</td>
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<td>5. Content is consistent with course standards, and instructor uses appropriate assessment methods</td>
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<td>6. Instructor conducts the lesson at an appropriate pace with good time management</td>
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<td>7. Instructor explains concepts and procedures well</td>
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<td>8. Instructor is comfortable using visual aids/equipment</td>
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<td>9. Instructor demonstrates strong knowledge of course content and objectives</td>
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<td>10. Instructor encourages class participation and active learning</td>
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<td>11. Instructor is well organized and prepared</td>
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<td>12. Instructor uses language and examples that learners can relate to</td>
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<td>13. Voice and delivery are clear and understandable</td>
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<td>14. Demonstrates sensitivity to differing learning styles</td>
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Overall Assessment of Instructor’s Performance: ______________________________

Evaluator: ______________________________
Visitation Date __________________________
### SUMMARY EVALUATION REPORT
For Noncredit Faculty

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

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

<table>
<thead>
<tr>
<th>Evaluator</th>
<th>Date</th>
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</table>

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

<table>
<thead>
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<th>Evaluatee</th>
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SANTA CLARITA COMMUNITY COLLEGE DISTRICT
COLLEGE OF THE CANYONS

2011-2014 AFT AGREEMENT

This Agreement made and entered into on December 4, 2013 by and between the Santa Clarita Community College District ("District") and the Part-Time Faculty United, American Federation of Teachers, Local 6262 ("AFT") is as printed.

RATIFIED

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

SANTA CLARITA COMMUNITY
COLLEGE DISTRICT

Peter Virgadamo
Authorized Representative

Michael Wilding
Authorized Representative

December 9, 2013
Date

12-11-13
Date