COLLECTIVE BARGAINING AGREEMENT

between

Santa Clarita Community College District

and

College of the Canyons Faculty Association, CTA/NEA

July 1, 2010 - June 30, 2012
ARTICLE 7: EVALUATION OF CONTRACT (PROBATIONARY CONTRACT AND TEMPORARY) FACULTY MEMBERS

The purpose of faculty evaluation is to improve instruction, counseling, and other educational services through the periodic evaluation of contract and regular faculty.

Procedure for Evaluation of Contract (Probationary Contract and Temporary) Faculty Members

A. Evaluation Committee

1. Each contract faculty member will be assigned an Evaluation Committee consisting of three (3) members.

2. The Evaluation Committee shall consist of a faculty member appointed by the Academic Senate President from within the contract faculty's division, who will serve as the Chair of the Committee (preferably the Department Chair or someone from the hiring committee); a second faculty member appointed by the Academic Senate President from outside the contract faculty's division; and the CIO, or his/her designee.

3. The Evaluation Committee and the Academic Senate President shall conduct themselves in accordance with Section 87663(d) of the Education Code which reads: “The peer review process shall be on a departmental or divisional basis and shall address the forthcoming demographics of California, and the principles of affirmative action. The process shall require that the peers reviewing are both representative of the diversity of California and sensitive to affirmative action concerns, all without compromising quality and excellence in teaching.”

4. The members of the Committee, subject to the limitations listed below, will serve on the committee until the contract faculty member has been granted tenure or whose contract has not been renewed.

5. The Evaluation Committee may consider all relevant sources of information specified in Section C (Evaluation Methods) of this Article and section 6. below.

6. The Evaluation Committee may consider the input of the appropriate Department Chair and/or Division Dean, or appropriate Division Level administrator.

B. Timeline

1. Initial Conference
   The Evaluation Committee will meet as close to the third week of the semester as possible. The purpose of the initial conference will be for the contract faculty member to familiarize the other committee members with the courses to be evaluated. The contract faculty member will:
   
a. Submit for evaluation two (2) of the courses that he/she is currently teaching.
b. If he/she has not done so prior to the conference, present a copy of the course objectives to the other members of the committee.
c. Explain the nature of the course and discuss his/her teaching methods, examinations, assignments, etc. as they relate to the stated objectives.
d. Identify other non-classroom-related responsibilities as listed on the official job announcement.
e. Follow the evaluation method detailed below.
2. Schedule

a. The contract faculty member shall be evaluated on the following schedule:

<table>
<thead>
<tr>
<th>Semester</th>
<th>Evaluation</th>
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</thead>
<tbody>
<tr>
<td>1st</td>
<td>Full Evaluation – Recommendation to maintain or terminate employment.</td>
</tr>
<tr>
<td>2nd</td>
<td>Full Evaluation – Recommendation to maintain or terminate employment</td>
</tr>
<tr>
<td>3rd</td>
<td>Full Evaluation</td>
</tr>
<tr>
<td>4th</td>
<td>*Optional Evaluation – Recommendation to hire for 2 years or not to hire</td>
</tr>
<tr>
<td>5th</td>
<td>Full Evaluation</td>
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<tr>
<td>6th</td>
<td>*Optional Evaluation</td>
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<tr>
<td>7th</td>
<td>Full Evaluation</td>
</tr>
<tr>
<td>8th</td>
<td>*Optional Evaluation – Recommendation to grant tenure or termination</td>
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*Whether or not to do an optional evaluation is the decision of the evaluation committee.

b. Written recommendations to terminate employment or re-employ will be presented to the CEO for forwarding to Board of Trustees. These recommendations must show the rationale for the Committee's decision.

c. Notification of termination must be delivered to the contract faculty member by March 15, as per the Education Code. Failure to deliver notification by that date will be deemed as intent to rehire.

d. Note: This timetable is designed for a new faculty member hired to begin working at the college in the Fall Semester. Should the new faculty member begin in the Spring Semester, the first year of the new hire will become a three-semester process. The contract faculty member will be evaluated for four and one-half years.

C. Evaluation Methods

1. The following procedure is for teaching faculty:

a. Self Evaluation:
   Each contract faculty member will prepare a written self-evaluation report and present copies to all committee members one week before the review conference. The report shall include, but may not be limited to:
   (1) Objectives for the continued improvement of instruction based on the relationship of instruction to the course objectives, the tabulated scores of the student evaluations, student achievement, and additional criteria the contract faculty member deems relevant to his/her current assignment.
   (2) Participation in non-classroom related activities, which may include professional growth and FLEX activities, committee assignments, relevant community involvement, and/or student activities plus objectives for continued involvement in these areas.
(3) A professional development plan including but not limited to FLEX activities that aligns with departmental goals.

(4) To what extent the objectives for the improvement of instruction, participation in professional development activities, relevant community involvement and committee assignments stated in the contract faculty member’s last report (if applicable) have been met.

b. Classroom Evaluation:
The Evaluation Committee will, individually, visit the evaluatee's classes. Number and dates of the visitations will be established at the initial conference. Any visitation will be at least one contact hour of that particular session. Written reports of the visitations will be made independently by the committee members and copies will be given to the contract faculty member at least three days before the review conference. It is recommended that the evaluation of online instruction will follow the guidelines developed by the Academic Senate and approved by the Association and the CIO (see Appendix G-1). The visitation date for an online class should be established during the initial conference and consist of at least one contact hour. If applicable, the contract faculty member should make him/herself available to demonstrate the online class to the committee member evaluating the class.

c. Student Evaluation:
   (1) The student evaluation of faculty questionnaire will be administered in each class taught by the contract faculty member by a person other than the contract faculty member. The standardized student evaluation instrument as developed by a faculty/administrator committee and approved by the Association and CIO (Appendix G-2) shall be used. Completed forms will be delivered to the Instruction Office. Only tabulated scores will be sent to the individual contract faculty member, his/her Evaluation Committee and the CIO prior to the submission of the final grades. To ensure the anonymity of student comments, written student responses on the evaluation form will be sent to the individual contract faculty member, his/her Evaluation Committee and the CIO after the final grades have been submitted.

   (a) Printouts for each section will be provided to the contract faculty member.
   (b) The contract faculty member will review the printouts with the Evaluation Committee and identify methods proposed to remedy any deficiencies reported. The contract faculty member will retain possession of written student comments and a copy of tabulated scores.
   (c) Student evaluation will be used to improve instruction, not as a determinant of employee status and will remain confidential to those outside of the tenure process.

   (2) A joint committee of faculty and administrators will continue to review and develop the student evaluation instruments. This committee will also develop methods to insure student confidentiality.

2. The following procedure is for faculty whose primary assignment is non-teaching:
   a. Self Evaluation:
      Each contract faculty member will prepare a written self-evaluation report and present copies to all committee members one week before the review conference. The report shall include, but may not be limited to:
(1) Objectives for contribution to departmental or service area goals and additional criteria the contract faculty member deems relevant to his/her current assignment.

(2) Participation in activities including, but not limited to, professional growth, and FLEX, committee assignments, relevant community involvement and student activities, if applicable, and plans for continued involvement in these areas.

(3) A professional development plan including but not limited to FLEX activities that aligns with departmental goals.

(4) Extent to which the above objectives have been met since the contract faculty member’s last report, if applicable.

b. Observation of Primary Responsibilities:
The Evaluation Committee will meet as close to the third week of the semester as possible. The purpose of the initial conference will be for the contract faculty member to familiarize the other members of the committee with his/her methods and philosophy and to select appropriate evaluative procedures and instruments. In addition, the contract faculty member will identify other activities in which he/she is participating or intends to participate; e.g., committee work, student activities, and professional growth. The written evaluations completed by the Committee members will be reviewed along with the self evaluation and student evaluation at the review conference.

c. Student Evaluation:
A standardized student evaluation instrument developed by a faculty/administrator committee and approved by the Association and the CIO or the CSSO where applicable may be used if the Evaluation Committee agrees that it is applicable and appropriate in the evaluation process. If a student evaluation was used and any printouts were generated, the contract faculty member will review the results with the Evaluation Committee and propose methods to remedy any deficiencies identified in the student evaluation and/or printouts. The contract faculty member will retain possession of the student evaluation and printouts.

D. Review Conference
Following completion of the evaluation methods, a semester review conference will be held. Evaluative evidence listed in Section C of this Article will be discussed with the contract faculty member. During the review conference, the committee will discuss the visitation reports, self-evaluation, and student evaluation scores with the contract faculty member. The contract faculty member may respond in writing to any of the visitation reports after the review conference.

E. Written Committee Summary
The Committee will compose a written report based on the evaluative evidence listed in Sections C and D of this Article. The report shall include the following:

1. A descriptive summary of the contract faculty member effectiveness in teaching and non-teaching assignments, which may include elements of the current assignment, based on the evaluation methods.

2. A descriptive summary of the contract faculty member participation in activities, including but not limited to, professional growth and FLEX, relevant community involvement, committee assignments, and student activities related to the faculty member’s professional responsibilities.
3. References to student evaluations (but not the student evaluation documents themselves), appended documents of all classroom visitation reports, self-evaluations and signed summary forms listed in Appendix G-5 will be submitted to the CEO and become part of the contract faculty member personnel file no later than the end of the second week of the following semester.

4. Accurate references to the review conference discussions between the Committee and the unit member.

F. In addition, the contract faculty member or member of the Committee may submit a written, signed statement of a dissenting opinion, which shall include reasons for the disagreement no later than the end of the fourth week of the following semester.

G. Challenge Process

1. Nothing in this section shall be construed to deny any contract faculty members any grievance rights established under the California Education Code or this Agreement. Notwithstanding provisions of Article 6 of this Agreement, the Association or a unit member may not grieve the content of tenure review reports. It/he/she may grieve alleged violations of the procedures of tenure review as stipulated in this Article.

2. If a faculty member wishes to be removed from the Evaluation Committee, he/she must petition the Academic Senate President, stating the reason for wishing to be released. If the reason has merit, and if there is no objection by the contract faculty member, then the faculty member may be released from the Tenure Evaluation Committee. Another faculty member will be appointed to fill the vacancy.

3. A contract faculty member has the right to make one challenge, without cause, to remove a member of the Evaluation Committee. This challenge may be made at any time in the tenure evaluation process, but can be exercised only once during the entire tenure evaluation process. The challenge must be delivered to the Academic Senate President or the CIO. The challenged committee member will be replaced by a new member appointed by the Academic Senate President or CIO as appropriate. The replacement shall be effective at the beginning of the next regular semester.

4. If the contract faculty member feels that his/her Evaluation Committee has failed to follow the guidelines and procedures of the tenure evaluation procedure, the faculty member may request that a board be appointed to review the faculty member's tenure evaluation procedure. Such requests must be made within twenty (20) contract service days of signing the final tenure summary ("day" as defined in Article 6.A.3).

   a. The contract faculty member may request the meeting of the review board through the Association President and the Academic Senate President. The review board will consist of the CHRO, the Association President or designee, and the Academic Senate President or designee.

   b. After completing its investigation, the review board will submit a detailed report of its findings to the contract faculty member and committee members as well as to the Association President and the Academic Senate President. If an acceptable resolution cannot be reached, the review board will forward its report to the CEO. The contract faculty member retains the right to enter into the grievance procedure outlined in this Agreement.
H. Reduction in Force

Should there be any Reduction In Force (RIF), the contract faculty member does not have bumping rights over tenured faculty, notwithstanding any provisions of the contract faculty member’s contract.
ARTICLE 8: PROCEDURES FOR EVALUATION OF REGULAR (TENURED) FACULTY MEMBERS

A. Every regular (tenured) faculty member in the District will be evaluated once every three (3) years. The faculty members to be evaluated in a given semester will be selected and notified prior to the start of the semester in which the evaluation is to take place by the Office of Instruction.

1. Exception:
   a. Regular faculty members may be subject to formal evaluation procedures at a time other than the normal evaluation cycle if grounds exist for doing so, and if at least one semester has passed since the last formal evaluation. The legitimacy of the grounds for subjecting a regular faculty member to a formal evaluation outside the normal cycle will be decided upon by a committee composed of the CIO, Chair of the faculty member’s Department, or one drawn by lot if no Chair exists, and the Association President. A majority of the committee must concur with the decision to formally evaluate outside the normal cycle.
   b. The Evaluation Committee shall consist of the following: CIO, Department Chair and a tenured full-time faculty member in the evaluatee’s Division selected by the evaluatee. In the event the CIO does not agree to the evaluatee’s selection, the evaluatee shall continue to choose other evaluating faculty members until agreement is reached.
   c. In the event that the subject faculty member is a Department Chair, another Department Chair will be drawn by lot from outside the chair’s Division, and that Chair will sit on the Committee. In the event that the subject faculty member is the Association President, the Association Vice President will sit on the Committee.

2. Evaluation Committee
   The Committee will consist of the CIO or his/her designee and one (1) regular faculty member selected by the evaluatee and approved by the CIO. In the event the CIO does not agree to the evaluatee’s selection, the evaluatee shall continue to choose other evaluating faculty members until agreement is reached. The regular faculty member shall serve as chairperson.

3. Initial Conference
   a. Conference Time Line
      The Evaluation Committee will meet as close to the third week of the semester as possible. The purpose of the initial conference will be for the evaluatee to familiarize the other committee members with the courses to be evaluated. The evaluatee will:
      (1) Submit for evaluation one (1) or more courses that he/she is currently teaching and has not been recently evaluated.
      (2) If he/she has not done so prior to the conference, present a copy of the course objectives to the other members of the Committee.
      (3) Explain the nature of the course and discuss his/her teaching methods, examinations, assignments, etc. as they relate to the stated objectives.
      (4) Identify other professional responsibilities (listed in Article 12).
      (5) Follow the evaluation method detailed below.

4. Evaluation Methods:
   a. Self Evaluation:
      Each evaluatee will prepare a written self-evaluation report and present copies to all Committee members one week before the review conference. The report shall include, but may not be limited to:
(1) Objectives for the continued improvement of instruction based on the relationship of instruction to the course objectives, the results of the student survey, student achievement, and whatever else the evaluatee deems relevant.

(2) Participation in non-classroom related activities, which may include professional growth activities, committee assignments, relevant community involvement, and/or student activities plus objectives for continued involvement in these areas.

(3) To what extent the objectives for the improvement of instruction, participation in professional development activities, relevant community involvement and committee assignments stated in the evaluatee's last report (if applicable) have been met.

b. **Classroom Evaluation:**
The Evaluation Committee will individually visit the evaluatee's classes. Number and dates of the visitations will be established at the initial conference. Any visitation shall be at least for one contact hour. Written reports of the visitations will be made independently by the Committee members and copies will be given to the evaluatee at least three days before the review conference.

c. **Student Evaluation:**
(1) After 50% of the semester, the student evaluation of faculty questionnaire will be administered in each class taught by the evaluatee by a person other than the evaluatee. For those courses that are less than one semester in length, the student questionnaire should be administered the week after 50% of the class has been completed. A standardized student evaluation instrument developed by a faculty/administrator committee and approved by the CIO and the Association shall be used. Completed forms will be delivered to the Instruction Office. The results shall be presented to the CIO for review; documents will then be sent to the evaluatee and Evaluation Committee.

(2) A joint committee of faculty and administrators will revise the evaluation instrument as needed and will develop means to insure student confidentiality.

(3) Printouts for each section will be provided to the evaluatee.

(4) The evaluatee will review the printouts with the Evaluation Committee and identify methods proposed to remedy any deficiencies reported. The evaluatee will retain possession of student questionnaires and printout.

(5) Student evaluation will be used to improve instruction, not as a determinant of employee status and will remain confidential.

5. **Review Conference**
Following completion of the evaluation methods, a review conference will be held. Evaluative evidence will be discussed with the evaluatee. The Committee will compose a written report based on the evaluative evidence and the discussions of the Committee. The report shall include the following:

a. A descriptive summary of the evaluatee’s effectiveness in teaching and non-teaching assignments based on the evaluation methods.

b. A descriptive summary of the evaluatee’s participation in professional growth activities, relevant community involvement, committee assignments, and student activities.

c. Validation that the processes utilized by the evaluatee are appropriate for achieving the course objectives.

d. References to student evaluations (but not the student evaluation documents themselves), appended documents of all classroom visitation reports, and self-evaluations will be submitted to the CIO and become part of the evaluatee’s personnel file. In addition, the evaluatee or any
member of the Committee may submit a written, signed statement of a dissenting opinion, which shall include reasons for the disagreement.

B. Individualized Evaluation
In order to provide flexibility to the evaluation process, a regular faculty member may choose to be evaluated in terms of an individualized program. Even though the program may include facets of the above methods, it need not necessarily do so. If individualized evaluation is chosen, it replaces Section A.
1. In the year prior to the faculty member’s regular evaluation, or immediately after a regular evaluation, the faculty member will inform the CIO that this method is being proposed.
2. The faculty member will present to the CIO a proposed program for individualized evaluation. This program will include the activities associated with the program, how they are to be performed and measured, and will identify the desired objectives of the program.
3. Programs are to be agreeable to the faculty member and the CIO. The latter will reserve the right to suggest modifications to the program. In the event a program is not approved, the evaluation process shall revert to the regular procedure.
4. A copy of the program agreement will be distributed by the CIO to the faculty member, the appropriate administrator, and other individuals included in the Evaluation Committee.
5. The Evaluation Committee will consist of the faculty member to be evaluated, the CIO or his/her designee among academic administrators, and any other tenured faculty member suggested by the evaluatee and agreeable to the CIO.
6. A review conference will be scheduled midway between the initial conference and the end of the individualized evaluation period to discuss the progress of the selected evaluation objectives.
7. A review conference will be held at the end of the evaluation period. The review conference will follow the same format as for the other methods of evaluation of regular faculty members.
8. The individualized evaluation method is restricted to faculty members who have undergone a minimum of two (2) evaluations during regular status using the regular methods.

C. Evaluation of Faculty Member Whose Primary Assignment is Non-Teaching
1. Evaluation Method
The procedures for evaluation are:
   a. Evaluations shall consist of written evaluations by a peer and an administrator as well as self evaluation and, if applicable and appropriate, student evaluation.
   b. Evaluation Committee shall be:
      (1) For counselors, directors and coordinators with exceptions noted in (2):
         • CSSO, and
         • A tenured full-time faculty member selected by the evaluatee. In the event the CSSO does not agree to the evaluatee’s selection, the evaluatee shall continue to choose other evaluating faculty members until agreement is reached.
      (2) For Library Director, librarians and TLC Director:
         • CIO or his/her designee, and
         • A tenured full-time faculty member selected by the evaluatee. In the event the CIO does not agree to the evaluatee’s selection, the evaluatee shall continue to choose other evaluating faculty members until agreement is reached.
      (3) For either of the above cases, the tenured full-time faculty shall act as the chairperson.
   c. Initial Conference
      The Evaluation Committee will meet no later than the third week of the first semester. The
purpose of the initial conference will be for the evaluatee to familiarize the other members of the Committee with his/her methods and philosophy and to select appropriate evaluative procedures and instruments. In addition, the evaluatee will identify other activities in which he/she is participating or intends to participate: e.g., committee work, student activities, and professional growth.

d. A standardized student evaluation instrument developed by a faculty/administrator committee and approved by the CIO and the Association may be used if the Evaluation Committee and the evaluatee agree that it is applicable and appropriate in the evaluation process. If a student evaluation was used and any printouts were generated, the evaluatee will review the results with the Evaluation Committee and propose methods to remedy any deficiencies identified in the student evaluation and/or printouts. The evaluatee will retain possession of the student evaluation and printouts. Student evaluation will be used for improvement purposes, not as a determinant of employee status and will remain confidential.

e. The written evaluations completed by the peer and administrator will be reviewed by the committee along with the self-evaluation and student evaluation, if the latter was used, at a review conference following the completion of the evaluation methods. Evaluative evidence will be discussed with the evaluatee. The Committee chair will compose a written report based on the evaluative evidence and the discussions of the Committee. The report will include the following:

(1) A descriptive summary of the evaluatee’s effectiveness in his/her faculty assignments in accordance with the evaluation methods.
(2) Where appropriate, identification of areas needing improvement based on the review conference discussion.
(3) Validation that the processes utilized by the evaluatee are appropriate for achieving his/her objectives.
(4) Reference to student evaluations (summary comments, but not the student evaluation documents themselves), if they were used, appended documents of all evaluative reports, and self-evaluations will be submitted to the CIO and become part of the evaluatee’s personnel file.
(5) The evaluatee or any member of the Committee may submit a written signed statement of a dissenting opinion, which shall include reasons for the disagreement.

f. Each regular faculty member whose primary assignment is non-teaching will be evaluated every three years.

g. Exception:
(1) Each regular faculty member whose primary assignment is non-teaching may be subject to formal evaluation procedures at a time other than the normal evaluation cycle if grounds exist for doing so, and if at least one semester has passed since the last formal evaluation.
(2) The legitimacy of the grounds for subjecting such faculty member to a formal evaluation outside the normal cycle will be decided upon by a committee composed as follows:
   (a) For counselors:
      • CSSO;
      • Chair of Counseling Department or, if the chair is the evaluatee, another Department Chair by lot from outside the Division; and
      • Association President, or, if the evaluatee is the Association President, Association Vice President.
(b) For directors and coordinator with exceptions noted in (c) below:
- CSSO
- A Department Chair by lot from outside the Division; and
- Association President, or, if the evaluatee is the Association President, Association Vice President.

(c) For Library Director, librarians and TLC Director:
- CIO
- A Department Chair by lot from outside the Division; and
- Association President, or, if the evaluatee is the Association President, Association Vice President.

(d) In each of the above cases, a majority of the Committee must concur with the decision to formally evaluate the faculty member outside the normal cycle.

(3) The Evaluation Committee shall consist of the following:
   (a) For counselors:
   - CSSO;
   - Chair of Counseling Department or, if the Chair is the evaluatee, another Chair by lot from outside the Division; and
   - Another tenured full-time faculty member from the same Division selected by the evaluatee. In the event the CSSO does not agree to the evaluatee’s selection, the evaluatee shall continue to choose other evaluating faculty members until agreement is reached.

   (b) For directors and coordinators with exceptions noted in (c) below:
   - CSSO;
   - A Department Chair by lot from outside the Division; and
   - Another tenured full-time faculty member from the same Division selected by the evaluatee. In the event the CSSO does not agree to the evaluatee’s selection, the evaluatee shall continue to choose other evaluating faculty members until agreement is reached.

   (c) For Library Director, librarians and TLC Director:
   - CIO;
   - A Department Chair by lot from outside the Division; and
   - Another tenured full-time faculty member from the same Division selected by the evaluatee. In the event the CIO does not agree to the evaluatee’s selection, the evaluatee shall continue to choose other evaluating faculty members until agreement is reached.

(4) If such a full-time faculty member does not exist, then one shall be chosen by the evaluatee from his/her Division. In the event the CIO or CSSO does not agree to the evaluatee’s selection, the evaluatee shall continue to choose other evaluating faculty members until agreement is reached. In the event that the subject faculty member is a Department Chair, another Department Chair will be drawn by lot from outside the Division of the evaluatee, and that Chair will sit on the Committee. In the event that the subject faculty member is the Association President, the Association Vice President will sit on the Committee.

D. If the District’s administrative structure changes in a way to affect the evaluation process set forth in this Agreement, the District shall consult with the Association to determine appropriate evaluative arrangement.
E. Notwithstanding provisions of Article 6 of this Agreement, the Association or a unit member may not
grieve the content of tenure review reports. It/he/she may grieve alleged violations of the procedures
of tenure review as stipulated in the Article.