COLLECTIVE BARGAINING AGREEMENT

between

Santa Clarita Community College District

and

College of the Canyons Faculty Association, CTA/NEA

July 1, 2010 - June 30, 2012
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ARTICLE 1: AGREEMENT

A. The articles and provisions contained herein constitute a bilateral and binding agreement (hereinafter referred to as “Agreement”) by and between the Governing Board of the Santa Clarita Community College District (hereinafter referred to as “District”) and the College of the Canyons Faculty Association, CCA/CTA/NEA (hereinafter referred to as “Association”).

B. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code.

C. This Agreement shall remain in full force and effect from July 1, 2010 to June 30, 2012.

D. Effective July 1, 2012, the entire contract will be reopened for negotiation.
ARTICLE 2: RECOGNITION

A. The District recognizes the Association as the exclusive representative for all faculty, instructional and non-instructional, including those whose contracts specify less than a full-time assignment.

1. For purposes of this Agreement, the term “faculty” shall mean contract (probationary) or regular (tenured) employee as defined in Education Code Section 87661(b) and 87661(d), respectively.
2. The Association represents the following unit members, all of whom are recognized as regular faculty, with exceptions noted in B, below:
   - Instructors
   - Counselors
   - Librarians
3. Unit members who are assigned by the District as directors, coordinators, coaches, and others on re-assigned time, will retain unit membership status. Elected department chairs will also retain unit membership status.

B. Changes in unit representation:
1. The District and the Association will negotiate the removal of any unit position.
2. The Director of DSP&S, Coordinator of EOPS and Director of International Students Program, that are currently represented by the Association, will be removed from such representation when one of the following conditions is met:
   a. Person occupying the position vacates the position due to retirement or resignation.
   b. Person occupying the position requests reassignment to a managerial/administrative position.

C. The Association recognizes the following employees of the District as excluded from representation by the Association:
1. Administrators and managers
2. Classified staff
3. Confidential staff
4. Adjunct faculty
ARTICLE 3: DISTRICT RIGHTS

A. It is understood and agreed that the District retains all of its powers, rights, authority, duties and responsibilities to the full extent of the law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District shall be limited only by the specific and express terms of this Agreement.
ARTICLE 4: ASSOCIATION RIGHTS

A. A reasonable number of Association 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. The Association shall have access to two bulletin boards: (1) one in the mailroom of the Administration Building and (2) one in the Faculty Center (BONH-330) of Bonelli Hall. Posting of notices thereof shall be the exclusive right of employee organizations including the Association. All other bulletin board space is for general college purposes only and may not be used by the Association or is designated for exclusive use by employee organizations other than the Association under specific arrangements between the District and such employee organizations.

1. One-half of the bulletin board in Mailroom is for use by employee organizations including the Association. All items to be posted by the Association shall bear the date of posting and the name of the Association and shall be removed by the Association within a reasonable amount of time.

2. Bulletin board in the Faculty Center shall be for the exclusive use by the Association. All items to be posted shall bear the date of posting and the name of the Association and shall be removed by the Association within a reasonable amount of time.

C. Communications placed in institutional mailboxes shall bear the date of the communication and the name of the Association.

D. The Association shall pay for its own supplies.

E. The Association shall be permitted the use of facilities and equipment subject to the same regulations governing other users as specified in the District policy on use of facilities.

F. The Association shall be provided materials that are available to the public. When materials are requested that are not readily available in the form requested, the Association shall pay for the staff time and supplies necessary to produce the 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 the Association.

G. The Association shall not be granted the use of the District postage machine.

H. The Association shall reimburse the District for all telephone toll charges when used for Association purposes.

I. Representatives of the Association may be granted leave for Association business. Said leave shall total not more than five (5) days per year and shall not accumulate from year to year. The Association will provide or reimburse costs of substitute(s) for its representative(s) on such leave.

J. The Association shall receive 20% reassigned time to conduct its business.

K. Human Resources shall provide the Association with the name and address of each faculty member within 10 days of the start of employment.

L. Human Resources shall provide the Association with the names and addresses of all unit members within 15 days of the commencement of the Fall semester.
M. The Association shall have the right to make a presentation at each District-wide new faculty orientation session.
ARTICLE 5: ORGANIZATIONAL SECURITY

A. Each regular/contract faculty member shall, unless exempted, as a condition of initial and continued employment with the District, become a member of the Association, or shall pay a service fee equal to the dues of the Association.

B. The District shall, at the time of an individual’s employment, furnish to each employee an authorization form for payroll deductions, supplied by the Association and approved by the District. The District shall also furnish to each new employee a CCA/CTA/NEA enrollment form, supplied by the Association. As a condition of employment, within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, unless exempted, the regular/contract faculty member must do one of the following:

1. become a member of the Association; and pay dues in accordance with the COCFA dues schedule or
2. not become a member of the Association, but pay a service fee equal to the COCFA dues, to the Association.

C. Dues Deduction
The District shall deduct dues tenthly, in accordance with the CTA dues schedule, from the wages of all unit members for whom a dues authorization form has been submitted to the District. However, should a unit member choose to pay dues by lump sum directly to the Association, the unit member will submit a paid receipt from the Association to the District Payroll Office, specifying the time period covered by the payment. Payroll deductions for dues will not be made for that period. Such direct payments may be made only for one full academic year.

D. Service Fee
The District shall make tenthly payroll deductions for the appropriate service fee, in accordance with the CTA fee schedule, for any member of the bargaining unit who is not a member of the Association. However, should a unit member choose to pay service fees by lump sum directly to the Association, the unit member will submit a paid receipt from the Association to the District Payroll Office, specifying the time period covered by the payment. Payroll deductions for fees will not be made for that period. Such direct payments may be made only for one full academic year. An agency fee payer will forfeit access to membership benefits, including Educators Employment Liability coverage and other CTA sponsored programs.

E. Religious Objection
Notwithstanding any other provision of this Article, any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support any employee organization as a condition of employment; except that such unit member is required, in lieu of payment of dues or agency service fee to the Association, to pay an amount no greater than the current Association dues to one of the following three recognized non-religious, non-labor charitable organizations exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:

Emeriti Scholarship College of the Canyons Foundation
Foundation to Assist California Teachers (FACT)
Santa Clarita Valley Food Pantry
1. To receive a religious exemption, the unit member must submit to the Association President, within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, or within fifteen (15) days following the effective date of this Agreement, a detailed written statement establishing the basis for the religious exemption. The Association Executive Board shall communicate in writing to the unit member and to the District its acceptance or rejection of the exemption.

2. The District shall make tenthly payroll deductions, in lieu of service fees, and transmit sums deducted to one of the three recognized charitable organizations.

F. The District shall, without charge, transmit to the Association or one of the designated non-religious, non-labor charitable organizations, the sums deducted under this Article. With each remittance, the District shall notify the Association of the name of each unit member and the amount of his/her deduction.

G. Any unit member making payments set forth in 5.E who requests that grievance or arbitration provision of the Agreement be used in his/her behalf shall be responsible for paying the reasonable cost of using the grievance or arbitration provisions. (Refer to Article 6)

H. The District shall not be liable to the Association by reason of the requirements of this Article for the remittance of payment of any sum other than those constituting actual deductions made from the wages earned by the unit members.

I. The Association and District agree to furnish to each other any information needed to fulfill the provisions of this Article.
ARTICLE 6: GRIEVANCE PROCEDURE

A. Definitions:
1. **Grievant:** A grievant is an employee in the bargaining unit or the Association itself. The Association may be a grievant only as to allegations that there has been a misinterpretation, misapplication, or violation of the Agreement.
2. **Grievance:** A grievance is an allegation by an employee that he or she has been adversely affected by an alleged misinterpretation, misapplication, or violation of a specific section(s) of this Agreement; or, an allegation by the Association that the District has misinterpreted, misapplied, or violated a specific section(s) of the Agreement.
3. **Day:** For purposes of Article 6, a day is defined as one of the contract service days covered by Article 12.
4. Article 7 and Article 8 of this Agreement shall be subject to the grievance procedure only for allegations that the process of said articles has not been followed and not the content of the resulting evaluation.

B. General Provisions:
1. The District and the Association agree that every effort will be made by the District and the grievant to settle grievances at the lowest possible level.
2. Until final disposition of the grievance, the individual grievant is required to conform to the directions of his or her immediate supervisor.
3. When filing grievance forms at any level, the grievant shall distribute the copies of the form to the appropriate parties as listed on the grievance form. The grievant should retain copies of all filings and when possible procure verification of delivery of their grievance via a timestamp or signature of the recipient.
4. Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly; however, with the written consent of the parties to the grievance, the time limits for any level may be extended. Any grievance not advanced to the next level within time limits established for that level shall bar the grievant from any further right to pursue that grievance and the grievances shall be deemed resolved with the decision last made by the District (including “Level-One-Informal” where the grievant is an individual). If the District fails to respond to the grievance in a timely manner at any level, the grievant may proceed to the next level.
5. All meetings and hearings under this procedure shall be closed to all but the parties in interest, their representatives, and witnesses as necessary.
6. Forms for the grievance procedure shall be prepared by the District and shall be printed and distributed in adequate numbers to facilitate the procedure. Costs of printing shall be borne by the District.
7. No employee may use the grievance procedure in any way to appeal termination of his or her employment or, except as expressly permitted by law and this Agreement, a decision by the Board not to renew his or her contract.
8. The grievant must be present at each level of the grievance procedure. All parties shall make every effort to schedule grievance meetings at mutually convenient times.
9. Grievance files shall be kept separately from regular personnel files.
10. No reprisal of any kind shall be taken by the District or its representative against any unit member who brings forward a grievance or any unit member participating in the grievance process.
11. The District shall notify the Association in writing of every filing of grievance by a unit member and its disposition at each level of progression delineated in C below.
C. Procedures:

1. Level-One – Informal
   a. (1) Before filing a formal grievance with the Office of Human Services, an individual grievant shall attempt to resolve the matter by submitting a "Level One Informal" grievance form and holding an informal conference with his or her immediate administrator within twenty (20) days after the occurrence or after the grievant should reasonably have been aware of the occurrence of the act or omission giving rise to the grievant.
   (2) Grievances in which the grievant is the Association itself are initiated at Level Two.
   b. Within ten (10) days of the informal conference, the immediate administrator shall give his or her oral informal response to the individual grievant.
   c. Alleged violations not presented at Level One may not be introduced at any other level, and no evidence or testimony given shall be the cause for expanding the grievance.

2. Level-Two
   a. (1) If the grievance is not resolved at Level One, the individual grievant will have ten (10) days from receipt of the response at Level One in which he or she may submit to the Assistant Superintendent/Vice President of Human Resources (hereinafter referred to in this Agreement as the CHRO) and the Association President a written and signed statement of formal grievance. The CHRO shall then promptly forward the statement of grievance to the next highest administrator with authority to act, and shall provide the name of that person to the grievant.
   (2) If the Association is the grievant, it shall initiate its grievance at Level Two by submitting a written statement of informal grievance to the Office of Human Resources, and the Assistant Superintendent/Vice President of Instruction (hereinafter referred to in this Agreement as the CIO) or the Assistant Superintendent/Vice President of Student Services (hereinafter referred to as the CSSO) as appropriate within twenty (20) days after the occurrence or after the Association should reasonably have been aware of the occurrence of the act or omission giving rise to the grievance.
   b. Within ten (10) days after receiving the grievance, that responsible administrator under subsection a.(1) or a.(2) shall meet with the parties and shall subsequently, within ten (10) additional days provide his or her response in writing to the individual grievant and/or the Association, and to the Superintendent/President (hereinafter referred to as the CEO).

3. Level-Three – Formal
   a. (1) If the grievance is not resolved at Level Two, an individual grievant shall have ten (10) days after the date of the administrator’s response within which he or she may submit an appeal to the Office of Human Resources, the CIO and the Association President.
   (2) If an Association grievance is not resolved at Level Two, the Association shall have ten (10) days after the date of the response by the CIO or CSSO within which to submit an appeal to the CHRO.
   b. (1) In the case of an individual grievance, the CHRO shall promptly forward the statement of grievance to the next highest administrator with authority to act, and shall provide the name of that person to the grievant. That responsible administrator shall meet with all the parties within ten (10) days of the Level Three grievance filing and shall subsequently give the grievant a response in writing no later than ten (10) days after the meeting.
   (2) In the case of an Association grievance, the CHRO shall meet with all the parties within ten (10) days of the level three grievance filing and shall subsequently give the grievant a response in writing no later than ten (10) days after the meeting.
4. **Level-Four – Mediation**
   a. (1) If an individual grievant is not satisfied with the decision at Level Three, he or she may, within ten (10) days of the receipt of the decision from Level Three, appeal the decision on the grievance form. The grievant must submit this form, consisting of a written request for mediation of the grievance, to the CHRO and the Association President. However, once a grievance passes beyond Level Three, the grievance belongs to the Association, not to the grievant; that is to say, the Association must agree that the grievance be submitted to Level Four.
   (2) If the Association is the grievant and it is not satisfied with the decision at Level Three, it may, within ten (10) days of the receipt of the decision from Level Three, appeal the decision on the grievance from. The Association must submit this form, consisting of a written request for mediation of the grievance, to the CHRO.
   (3) In either case, the request must include a copy of the original grievance and appeals, the decisions rendered, and a clear, concise statement of the reasons for the appeal. A signed copy of the appeal shall be sent to the CHRO and the CEO. The CHRO shall, within ten (10) days after receipt of the written request, submit to the California State Conciliation Service a request for the immediate services of a mediator. The Association and the District shall jointly agree to the mediator selected.
   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. If a satisfactory resolution of the grievance is achieved by means of this mediation process, both parties to the grievance shall sign a written statement of the resolution to that effect, and thus waive the right of either party to further appeal of the grievance.
   d. While the mediator shall not have the authority to impose a settlement upon the parties, the mediator shall be responsible for the following:
      (1) The mediator shall accept written and/or verbal evidence from the parties regarding their respective positions.
      (2) In the event the grievance is not resolved by the parties at this level, the mediator shall, within ten (10) days, submit a written recommendation to resolve the dispute, based upon an informal record created during the mediation session. A copy of this recommendation for resolution must be submitted to the CHRO, the CEO, the Association President, and the individual grievant within the above referenced ten (10) days.

5. **Level-Five – Advisory Arbitration**
   a. If the Association is not satisfied with the disposition at Level Four or if no written decision has been made within ten (10) days following the Level Four meeting, the Association may, within ten (10) additional days, request in writing to the CEO and CHRO that the grievance be submitted to advisory arbitration.
   b. In the event the Association chooses to take the grievance to advisory arbitration, the Association and the CEO, or his or her designee, shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request the California State Mediation and Conciliation Service to provide a roster of five names of persons experienced in hearing grievances in public agencies. Each party shall alternately strike a name until only one name remains. The order of striking shall be determined by lot. The remaining name shall be of the arbitrator. If the arbitrator will not be available for the hearing within a reasonable time not to exceed sixty (60) days, the parties shall secure another list and repeat the selection unless they mutually agree to waive this time provision.
D. **Advisory Arbitration Procedure:**

1. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a misinterpretation, misapplication, or violation of this Agreement as alleged by the grievant. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him or her by the respective parties in the presence of each other and upon arguments presented in briefs. The arbitrator shall consider and decide only the specific issues submitted in writing and shall have no authority to make a decision on any other issue not so submitted.

2. All fees and expenses of the arbitrator (and court reporter, if any) shall be shared equally by the parities. In the event there is no court reporter, an audio recording of the hearing shall be made. Such audio recordings shall be provided to each party, the cost of which shall be divided equally. Either party may, at its own expense, cause the hearing to be recorded by a certified court reporter, and the other party may, at its own expense, receive a certified copy of the record so created, or the parties may bear the expense equally.

3. The arbitrator may hear and determine only one grievance at a time unless the District and the Association expressly agree otherwise.

4. The arbitrator’s decision shall be in writing and shall set forth all findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any recommendation, which requires the commission of an act, prohibited by law or which violates the terms of this Agreement. The arbitrator in no case shall make any recommendation inconsistent with District duties, responsibilities, or obligations as such are prescribed in state or federal law.

5. The decision of the arbitrator will be submitted to the Board of Trustees, the CEO, and the Association.

6. The decision of the arbitrator within the limits prescribed shall be in the form of a recommendation to the Board of Trustees. If the grievant files a request to the Board to undertake review of the advisory decision within ten (10) days of its issuance, the Board shall then undertake review of the entire hearing record and briefs. The Board may also, if it deems it appropriate, permit oral arguments by representatives of the parties, but only in the presence of one another.

7. In any case, the Board shall render a decision on the matter within thirty (30) days after receiving the arbitrator’s recommended decision. Such decision shall be final and binding on all parties. If the Board does not render a decision with the time specified, it shall be deemed to have adopted the decision reached at Level Three.
## Grievance Response Process

<table>
<thead>
<tr>
<th></th>
<th>Instructional Faculty</th>
<th>Student Services Faculty</th>
<th>Librarians/TLC (Non-Instructional)</th>
<th>Association</th>
</tr>
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<tbody>
<tr>
<td><strong>Level One</strong></td>
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</tr>
<tr>
<td>Informal</td>
<td>Appropriate Dean</td>
<td>Appropriate Dean</td>
<td>Vice President, Academic Affairs</td>
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<tr>
<td><em>(Individual grievant only)</em></td>
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<td></td>
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<tr>
<td><strong>Level Two</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>(Individual – Formal)</em></td>
<td>CHRO</td>
<td>CSSO</td>
<td>CIO</td>
<td><em><strong>Informal</strong></em></td>
</tr>
<tr>
<td><em>(Association – Informal)</em></td>
<td>determines next highest administrator</td>
<td></td>
<td></td>
<td>CIO or CSSO as appropriate to matter grieved</td>
</tr>
<tr>
<td><strong>Level Three</strong></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>CIO</td>
<td>CHRO</td>
<td>CHRO</td>
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</tr>
<tr>
<td><strong>Level Four – Mediation</strong></td>
<td>Filed with CEO and CHRO by Association</td>
<td>Filed with CEO and CHRO by Association</td>
<td>Filed with CEO and CHRO by Association</td>
<td>Filed with CEO and CHRO by Association</td>
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<tr>
<td><strong>Level Five – Advisory Arbitration</strong></td>
<td>Filed with CEO and CHRO by Association</td>
<td>Filed with CEO and CHRO by Association</td>
<td>Filed with CEO and CHRO by Association</td>
<td>Filed with CEO and CHRO by Association</td>
</tr>
</tbody>
</table>

### E. Right of Faculty Members to Representation

1. The individual grievant shall be entitled upon request to representation by the Association at all grievance meetings beginning at Level One. In situations where the Association has not been requested to represent the grievant, the District shall not agree to a final resolution of the grievance until the Association has received a copy of the grievance and the proposed settlement and has been given the opportunity to file a response to the matter.

2. Written settlements entered into by the grievant or his or her designated representatives and the District shall, subject to the terms of Section E.1 herein, be binding when signed by the grievant and the District. Any settlement entered into by an individual grievant without the written concurrence of the Association shall not be binding on the Association or precedential involving employees other than said individual grievant.
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/Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Semester</td>
<td>Full Evaluation – Recommendation to maintain or terminate employment</td>
</tr>
<tr>
<td>2nd Semester</td>
<td>Full Evaluation – Recommendation to maintain or terminate employment</td>
</tr>
<tr>
<td>3rd Semester</td>
<td>Full Evaluation</td>
</tr>
<tr>
<td>4th Semester</td>
<td>*Optional Evaluation – Recommendation to hire for 2 years or not to hire</td>
</tr>
<tr>
<td>5th Semester</td>
<td>Full Evaluation</td>
</tr>
<tr>
<td>6th Semester</td>
<td>*Optional Evaluation</td>
</tr>
<tr>
<td>7th Semester</td>
<td>Full Evaluation</td>
</tr>
<tr>
<td>8th Semester</td>
<td>*Optional Evaluation – Recommendation to grant tenure or termination</td>
</tr>
</tbody>
</table>

   *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.
ARTICLE 9: PERSONNEL FILES

A. The personnel file for each unit member shall be maintained by the District in the Human Resources Office. These files shall not include a supervisor’s personal notes and the records relating to grievances or arbitrations.

B. Each unit member shall have the right, upon presentation of official identification, to request from the Human Resources Office to review the contents of his or her own personnel file. The review shall take place at a time when the unit member is not otherwise required to render service to the District and during normal working hours of the Human Resources Office. All reviews of the personnel file shall be conducted in the presence of the management employee or designee responsible for the security of the file. An appointment for the review shall be scheduled to ensure the availability of such staff.

C. Information from the official personnel file shall not be released without unit member consent unless compelled by law, judicial order or subpoena, or by authorized District or public agency officials having legitimate business that justifies such inspection in the sole discretion of the Human Resources Office. A unit member may, upon his or her written authorization for each instance, designate a representative to review the file in the presence or absence of the unit member. If reviewed in the absence of the unit member, the designated representative shall provide official identification. In so authorizing, the unit member agrees to indemnify and hold harmless the District from any and all claims, demands, suits or any other actions arising from such access or review. The District agrees to be bound by applicable federal and/or state statutes concerning the privacy and confidentiality of such records and files. Access to the official District personnel file shall be limited to District administrators and supervisors and authorized Human Resources Office staff.

D. The District shall retain as confidential all pre-employment materials or other data as exempted by law, e.g. materials obtained or prepared prior to employment, or materials obtained while the member was an applicant or candidate for another District position. Such materials include, but are not limited to, letters of recommendation and pre-employment interview materials.

E. Miscellaneous, unsolicited complimentary material shall not be required to be placed in the personnel file. Upon review by the CHRO (or designee) and the unit member of the content of the material and the purpose for insertion in the file, a decision will be rendered regarding the disposition of the material. Such material not placed in the file shall be given to the unit member and his/her supervisor.

F. Information of a derogatory nature shall not be entered or filed unless or until the unit member is given written notice within ten (10) contract days and an opportunity to review, comment and have such comments attached to the material in question. The comments to be attached shall be submitted to the CHRO, or his or her designee, who shall place the materials in the unit member’s file. The unit member shall have twenty (20) contract days to submit a written response to be attached to the derogatory material for inclusion in the personnel file. The review of information of a derogatory nature shall take place during the normal business hours of the Human Resources Office, and the unit member shall be released from duty for this purpose, if necessary, without salary deduction. To ensure the availability of appropriate Human Resources Office staff, the scheduling of an appointment shall be made.

G. Except in situations contemplated under Education Code Sections 87732 or 87734, an opportunity shall be provided to a unit member for informal resolution of disputes that may arise regarding the placement of derogatory information in a unit member’s personnel file. The Association and the District acknowledge that there is no requirement for the complainant to meet with the unit member. Except as provided in this section, placement of information of a derogatory nature in a unit member’s personnel file shall not be subject to the grievance procedure.

H. The District shall keep a log indicating the persons (other than persons whose duty it is to maintain the files) who have examined a personnel file. The log shall be maintained in the unit member’s official personnel file and shall include the names of persons who examined the file, as well as the date such examinations were made.
ARTICLE 10: LEAVES

A. Sick Leave

1. Unit members will be granted one (1) day of sick leave with full salary for each month of their contracts. Unit members on reduced loads will be entitled to prorated sick leave time. Unit members employed for one (1) semester only will be entitled to one-half as many days of sick leave as would accrue for the same work load for the full academic year. Such leave is available on the first day of each academic year.
   a. The unit member will notify the Office of Instruction and/or his/her supervisor of illness as soon as possible so that students and/or the unit member’s service area can be notified appropriately.
   b. Accounting of each unit member’s accumulated sick leave shall be available on the District’s Human Resources database within one (1) week of the start of each semester. (See Appendix G-7 for the appropriate form).

2. Any unused portion of sick leave days will be cumulative indefinitely and may be transferred to another California community college upon the unit member’s request.

3. In accordance with Section 87782 of Education Code, unused sick leave accrued in California public community colleges where the unit member worked for at least one (1) full year, and where there is no break in service during the change from the original district to the Santa Clarita Community College District, can be transferred to the Santa Clarita Community College District. Official verification of unused sick leave should be forwarded to the Payroll Office and it will be credited to the unit member’s sick leave balance.

4. Deductions for any unit member placed under quarantine will be made on the same basis as if that member were ill.

5. A Statement of Absence form will be signed by any unit member absent because of illness, and a statement from a physician will be required if absence extends beyond one (1) week.

6. In case of absences less than a full day, a proportion of a day of sick leave will be charged based on the proportion of assignment missed.

7. In case of absences which occur on days the unit member is not scheduled to meet classes, the absence will be charged to sick leave.

8. Faculty Sick Leave Pool
   The District shall establish an annual, non-cumulative pool equivalent to one (1) day of leave for each unit member within the bargaining unit. Leave days may be utilized from this pool for a unit member who is on a long-term illness or accident leave. The Board of Trustees shall determine who should be allowed to use days from the pool based upon recommendations made by a committee composed of three (3) representatives selected by the District and three (3) representatives selected by the Association. The committee shall recommend rules and regulations for the administration of the pool.

9. Extended Sick Leave
   If absence extends beyond the number of days of accumulated or pool sick leave, and
   a. If no substitute is employed, the unit member will be paid beyond that point at a rate equal to fifty percent (50%) of his/her per diem pay for a period not to exceed five (5) months and ten (10) days from the beginning of the absence;
   b. If a substitute is employed, the unit member will be paid at a rate equal to fifty percent (50%) of his/her per diem pay, or the difference between the unit member’s pay and the pay of the substitute, whichever is greater, for a period not to exceed five (5) months and ten (10) days from the beginning of the absence.
10. **Summer and Winter Session Sick Leave**

One meeting per class/section of non-accruing credit for sick leave will be allocated per summer and/or winter session. The first time a leave slip is submitted for a class/section, the one meeting allotment of non-accruing sick leave credit shall be used. Upon subsequent leave requests for the same class/section the following will be applied:

a. If the leave slip is accompanied by a physician note, or with CIO approval, prior accrued sick leave may be used on an hour-per-hour basis, or pay will be docked.

b. If more than three (3) leave requests are submitted for a class/section, a physician's note and CIO approval will be required in order for prior accrued sick leave to be used, or pay will be docked.

B. **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. The maximum amount of personal necessity leave taken in any one academic year is limited to seven (7) days.

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 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.
   b. Health or well being of the unit member's immediate family.
   c. Religious holidays, rites or ceremonies of the unit member's faith.
   d. Court appearance as a litigant or witness under subpoena or official order.
   e. Birth of a child for a unit member who is either a father or grandparent of the child.
   f. The adoption of a child making it necessary for the 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.

5. After returning from personal necessity leave, the unit member shall complete and submit a form furnished by the District containing the dates involved. The unit member's signature shall signify that the activity was in line with the purpose of this section.

C. **Bereavement Leave**

1. A unit member shall be eligible for a 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 this Article. This leave shall not exceed five (5) days.

2. For purposes 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.

D. **Leave for Required Court Appearance**

1. A unit member ordered to appear in court (personal business excluded) will receive full salary.
2. A unit member who appears in court as a litigant on personal business may draw upon any unused portion of the annual emergency leave defined in Section B, such days to be deducted from accumulated sick leave allowance.

E. Leave for Industrial Accident or Illness

1. The accident or 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.

2. 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 during which the College is in session or when the unit member would otherwise have been performing work for the District in any one (1) fiscal year.

3. Allowable leave will not be accumulated from year to year.

4. The leave under these rules and regulations will commence on the first day of absence.

5. Salary during any pay period will not exceed the normal salary rate.

6. Industrial accident or illness leave will be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.

7. During any paid leave of absence, the unit member will endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, will issue the unit member appropriate salary warrants for payment of the unit member's salary and will deduct normal retirement (on his/her full salary) and other authorized contributions.

8. Temporary disability payment on account of the industrial accident or illness must be endorsed back to the District during any paid leave of absence.

9. Upon termination of the industrial accident or illness leave, the unit member will be entitled to the benefits provided for sick leave (Education Code Section 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, provided that 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.

F. Sabbatical Leave

1. Sabbatical Leave
   Sabbatical leaves may be granted to academic personnel, under provisions of State law, for the purpose of study.

2. Eligibility
   a. Any unit member who has completed or is about to complete a sequence of six (6) full years of service either from the date of hire or completion of last sabbatical leave will be eligible to apply for a sabbatical leave.
   b. Authorized leaves will not interrupt the six-year sequence.
   c. The applicant will agree to serve the District for at least twice the period of the leave following completion of the leave.
   d. Unit members granted a sabbatical agree not to accept any assignment within the Santa Clarita Community College District other than the duties associated with the sabbatical, nor will unit members have full-time employment elsewhere.

3. Selection Process
   a. A Sabbatical Leave Committee will consist of three (3) members of the bargaining unit appointed by the Association President and one (1) administrator appointed by the CEO.
b. The Sabbatical Leave Committee will develop the specific application instrument and processes.

c. The Sabbatical Leave Committee will announce the application deadlines early in the Fall semester. In general, the applications are due by the end of the Fall semester, and the Committee must make its report to the CEO by the start of the Spring semester.

d. The CEO’s recommendations will be presented to the Board of Trustees within sixty (60) days of receiving the recommendations from the Sabbatical Leave Committee.

4. Number of Sabbaticals
   a. The number of unit members on sabbatical leave during an academic year will not exceed ten percent (10%) of the total bargaining unit membership.
   b. The District will attempt to provide 5% of the tenured faculty with sabbatical leaves per year.
   c. The Committee will establish a ranked list of alternates that will automatically replace any approved sabbatical that is cancelled due to a change of plans by the original unit member.
   d. In the event the District is unwilling for reasonable cause, or unable to fund the requested sabbaticals due to:
      - financial constraints
      - timing (for example, the existence of other District priorities such as accreditation, emerging new programs, etc.)
      - lack of available replacements
   Chair of the Sabbatical Leave Committee, the Association President or designee, and the CIO or designee, will meet to discuss the issues in an attempt to mutually understand the nature of the sabbatical request, and the reason(s) the District has denied the proposal.

5. Acceptance of Sabbatical Report
   The Sabbatical Leave Committee shall receive the written report with all conditions that are in the original proposal addressed in the report. The Sabbatical Leave Committee will recommend to the CEO whether to accept the report. If not accepted, the unit member shall be given ten (10) working days to correct it. If it is still not acceptable, the Committee will recommend non-acceptance to the CEO.

6. Salary
   a. Sabbatical leave salary for one (1) year will be at the rate of sixty percent (60%) of the annual contract salary. Sabbatical leave salary for one half year (88 days) will be at the rate of fifty percent (50%) of annual contract salary.
   b. Retirement credit will be earned in the ratio of sabbatical salary to contract salary.
   c. Time on sabbatical leave will count as regular service and will not interrupt the unit member’s progress on the salary schedule.
   d. Salary for sabbatical leave may be paid in the same manner as if the unit member were currently employed.
   e. The unit member is required to file a written agreement binding the unit member to return for the period specified in this Agreement. In the event that the unit member does not return for the required period of service, he/she will be required to reimburse the District the prorated amount of his/her sabbatical salary, which represents that fraction of required service which the unit member has not fulfilled.
   f. Upon return to service, the unit member will be reinstated in the position held at the time leave was granted, or in a comparable position.
7. Criteria
   a. Applicants must submit their proposals under one of the following categories:

   (1) FORMAL COURSE WORK
       (a) These sabbaticals are intended as formal course work in pursuance of an advanced
degree or course work to enhance the unit member's proficiency related to the faculty
assignment.
       (b) Unit member must enroll in six (6) graduate semester [nine (9) quarter] units or twelve
(12) undergraduate semester [eighteen (18) quarter] units.
       (c) The application will indicate the program of courses to be undertaken, as well as the
accredited institution that will offer the courses. The applicant must also provide a list
of alternate courses if the approved courses are cancelled by the institution prior to the
start of the sabbatical.
       (d) For formal course work outside of the unit member's faculty assignment, the CIO must
first determine that there is need of such supplemental study and approve the study
program proposed by the unit member prior to submitting the application.

   (2) INDEPENDENT STUDY PROGRAM
       (a) These sabbaticals are intended as a program of independent study other than formal
course work.
       (b) Such a program must satisfy one (1) of the following criteria:
           (i) Pursuit of a scholarly, research or creative project of a scope or nature not
permitted through normal workload assignment.
           (ii) Study or experience designed to improve teaching effectiveness or professional
practice.
       (c) If the program is outside of the unit member’s faculty assignment, the CIO must first
determine that there is need of such a study in that discipline, and approve the program
submitted by the unit member prior to submitting the application.

b. The Sabbatical Leave Committee will approve proposals based on the following criteria:
   (1) The proposal must demonstrate relevance to either the current departmental program plan,
or demonstrate relevance to a divisional or institutional goal as outlined in the District’s
Strategic Plan.
   (2) The proposal must clearly demonstrate a benefit to students, and
   (3) The proposal must outline a program for disseminating the results of the sabbatical to
District colleagues.

8. Priority
   If the number of acceptable (as determined by the Sabbatical Leave Committee) applications
exceeds the number of leaves to be granted as provided by Section 4, priority will be given as
follows:
   a. Length of service with the District or length of service since the unit member's last sabbatical
leave.
   b. If there is an equal period of service, preference will first be given to applicants who have
received no sabbatical leaves from the District.
   c. Any further selection will be made by drawing names.

9. Revisions of Approved Sabbatical Plans
   If a sabbatical plan cannot be implemented due to circumstances beyond the control of the unit
member, a modification of the plan can be made with the advance consent of the appropriate vice
president. The modified plan will be circulated to the Sabbatical Leave Committee as an information item.

C. Military Leave
Unit members will be granted military leave in accordance with the provisions of the Education Code, and of the Military and Veterans Code.

D. Leave for Exchange Teaching
Upon the recommendation of the CEO and approval of the Board of Trustees, a leave of absence of not more than two (2) consecutive semesters may be granted for exchange teaching.
1. The unit member who applies for such leave will agree to return to the service of the District for at least two (2) years upon completion of the exchange teaching assignment.
2. The unit member will be paid his/her regular salary while engaged in an exchange teaching position and will be reinstated in his/her former or comparable position upon return to the District.

I. Leave to Attend Professional Conferences
With the approval of the CIO, or his/her designee, a unit member may attend conferences, special meetings, or any other temporary change of assignment in the performance of District duties. Such change will not constitute absence from regular faculty service. Upon return from travel, the unit member shall submit a written report to the administrative supervisor within a period of ten (10) days.

J. Maternity Leave
1. With Pay (total of six (6) weeks)
   Maternity leave with pay shall be granted to unit members subject to the following conditions:
   a. Requests for maternity leave with pay shall be accompanied by a statement from the unit member’s physician stating:
      - The date on which the leave shall commence (not based on due date).
      - The length of the leave of absence.
      - The date on which the unit member will resume duties.

   Maternity leave with pay shall commence at such time as the unit member’s physician certifies that the unit member’s physical condition renders her unable to continue to provide regular service to the District. The unit member may return to work at any time after the birth of the child provided that the unit member’s physician certifies that her postnatal condition is satisfactory. A total of six weeks of additional leave with pay, from the commencement of maternity leave (as determined by the physician), shall be considered as and charged to the unit member’s sick leave as accrued per Section A of this Article. This additional leave will be granted based on physician's certification that the unit member’s physical condition renders her unable to return to work after the six-week paid maternity leave.
   b. Upon meeting the District’s requirements, a unit member shall be entitled to a six-(6) week paid leave commencing with the placement of a child in the unit member’s home for the purpose of adoption, given that the unit member will be the primary caregiver of the child. The District will require documentation establishing appropriate need for such a leave, as determined by the CEO or designee.

2. Without Pay
   Upon recommendation of the CEO, the Board of Trustees may grant maternity leave without pay to unit members for periods in excess of the time for which a physician’s certification has been submitted under section J.1. Such leave shall be arranged with each unit member on a basis acceptable to the District. No credit shall be granted for time spent on maternity leave without pay
toward advancement on the salary schedule, longevity benefits, or required period of probationary
service.

K. Family Leave
The District shall comply with the provisions of the California Family Rights Act and the Federal
Family and Medical Leave Act of 1993. A unit member is entitled to take unpaid leave for one or
more of the following reasons:
1. Birth of a child of the unit member and care for the child.
2. Placement of a child with the unit member for adoption or foster care.
3. To care for the unit member’s spouse, child, or parent with a serious health condition.
4. Because of a serious health condition that makes the unit member unable to perform job functions.
5. Note that under the provisions of the Personal Necessity Leave section of this Agreement (10 B.1.)
unit members may be entitled to use up to seven (7) days of sick leave for some of the reasons
identified in 1 through 4 above.

L. Unauthorized Leave
In the absence of reasonable cause, a unit member who, because of an unauthorized absence, fails to
perform assigned duties and responsibilities as required by the rules and regulations of the District
may be considered to be in violation of one (1) or more sections of Board policy and, therefore, may
be subject to disciplinary action as described in Board policy.

M. Other Leaves
The District may grant a unit member, upon his/her request, an unpaid leave of absence for up to one
(1) academic year.
ARTICLE 11: LOAD BANKING

Tenured faculty of the District, including Counselors and Librarians, will be eligible to participate in “load banking” based on the provisions set forth in this article.

A. Load Deposits
1. Notification Requirements
   Unit members electing to bank load must notify the CIO in writing of the election to bank load, and provide a non-binding load banking and withdrawal plan. The notification and plan shall be provided by the end of the first week of instruction of the overload class.

2. Eligibility
   a. If a unit member has a load greater than sixteen (16) TLUs, that unit member is eligible to bank TLUs over fifteen (15) TLUs to a maximum of six (6) TLUs per semester.

      For example, a unit member teaching 10 lecture hours (10 TLUs) and 10 science-lab hours (7.5 TLUs) may bank 17.5-15=2.5 TLUs.

      A unit member teaching 15 lecture hours (15 TLUs) and 10 non-science lab hours (6.667 TLUs) may bank 21.667-15=6.667 TLUs.

   b. Hours in excess of six (6) TLUs per semester, subject to the approval process for overload, shall be compensated at the established overload rate.

   c. No more than 15 TLUs may be banked at any one time. The TLU account balance may not exceed 15.

   d. Summer and Winter Session courses will not be eligible for load banking.

   e. Overload assignments supported by categorically funded or grant funded programs may not be load banked.

   f. Non-instructional unit members, after notifying the CIO and/or CSSO (or designee(s)), may bank hours in excess of 35 hours per week. No more that 20% of a load may be banked in one semester.

   g. There is no implied guarantee that overload assignments will be available to unit members wishing to utilize the overload program.

   h. Banked hours will be accumulated at the overload salary rate at which they were earned, and no interest will be paid on banked hours.

   i. It is the unit member’s responsibility to request overload assignment(s) be load banked and obtain permission from the CIO (or designee), for any overload hours in excess of 6 TLUs. The Office of Instruction, or designee, shall maintain the load banking balance (both in terms of banked TLUs and cash value), for each unit member. Each semester unit members should verify their load banking balance.

   j. Banked load credit may be used for professional or personal reasons excluding full-time employment with another college district.

   k. Banked load credit may not be transferred, lent, or assigned between unit members.
B. Load Withdrawals

1. Notification Requirements
   Unit members electing to utilize banked load credit must submit a banked-load leave request to the
   CIO, or designee, at least 90 days prior to the anticipated leave in order for the District to arrange
   for a replacement.

2. A banked load credit of 15 TLUs is required for a one-semester leave.

3. Approval Process
   The District must provide a written response to this request within 45 days.
   a. Sabbatical leaves of absence shall have priority over banked leave of absence requests.
   b. The District reserves the right to postpone approval of a request for utilization of a banked
      load if such utilization would jeopardize the educational program in the unit member’s
      discipline.
   c. In the event that the District must deny a request for banked leaves of absences due to an
      excessive number of requests, requests will be prioritized based upon seniority (verified by
      Human Resources), then the length of time since the unit member has taken a prior sabbatical
      or banked leave of absence (verified by the Office of Instruction).
   d. The District also reserves the right to postpone approval of a request for utilization of banked
      load credit if a suitable replacement is not available, or if the replacement represents an added
      cost to the District (above adjunct replacement costs).
   e. If a leave is denied, the unit member shall be guaranteed the leave within four (4) semesters
      following the initial request.

4. Rescind Rights
   A request for a banked leave of absence may be rescinded by the unit member no later than sixty
   (60) calendar days prior to the leave, but not after a temporary replacement has been hired.  At the
   request of the unit member, this deadline may be waived by the CIO or designee.

5. Load Reduction
   a. A banked load credit may be used by a unit member to reduce a load during a semester.
      However, load reduction is not a leave, as defined in Article 10; therefore, the unit member is
      not excused from responsibilities enumerated in Article 12.
   b. If there is an existing accumulated under load, the unit member must bring that under load
      balance to zero before load banking will be allowed.
   c. Load reductions in excess of 40% must be approved by the CIO or designee.
   d. Unit members on a load reduction may not work or be paid for an overload assignment.

6. Full semester banked load leave of absence
   a. Tenured unit members shall be granted a one (1) semester leave of absence with pay at the
      rate in effect when the banked leave is taken when all of the following conditions have been
      met:
      (1) The unit member, department chair, and the division dean have discussed the non-binding
          load banking withdrawal plan.
      (2) The unit member has submitted a banked-load leave request 90 days prior to the
          anticipated leave in order for the District to arrange for a replacement. At the request of the
          unit member, this deadline may be waived by the division dean, or designee, based upon
          extenuating circumstances.
      (3) The banked load has been verified by the CIO or designee
      (4) The leave of absence has been approved by the CEO and the Board of Trustees.
   b. At any one (1) time no more than 6% of full-time unit members may utilize their banked load
      credit for a full semester banked load leave of absence and such leave may not be taken more
      than once every three (3) years.
   c. Upon the approval of the CEO, this leave may be taken consecutively with a one-semester
      sabbatical leave within consecutive semesters.
d. Load banking may be used to supplement a year-long sabbatical leave (in order to bring the salary to 100%); however, in no case shall the combination of sabbatical leave pay and banked leave pay exceed the unit member’s base pay. Banked leave may not be combined with sabbatical leave to provide a leave that exceeds a one-year period.

7. Maintenance of benefits
Health and welfare benefits and STRS contributions shall be the same during any banked leave of absence as if the unit member’s total assignment had been worked. Banked load credit shall count toward retirement and shall be considered paid District service during the period that they are used.

8. Termination of banked leave
Should a full-time unit member resign, retire, die, or otherwise separate from employment with the District, the total value of his/her accumulated banked hours shall be paid at the overload rate at which the time was banked to the unit member or his/her beneficiary(ies) in a timely manner.
ARTICLE 12: WORKLOAD AND WORK DAYS

A. A one-semester load for full-time instructor is fifteen (15) Teacher Load Units (TLUs) plus or minus one (1) TLU. Teacher Load Units are based on one (1) TLU for one (1) lecture hour for a semester-length course. An instructor’s load shall be computed using lecture hours first (unless Supervised Open Lab is primary assignment) followed by laboratory hours subject to the following table:

1. Assignment
   a. Definition of Load:

<table>
<thead>
<tr>
<th></th>
<th>Full-Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lecture</td>
<td>1 hour = 1 TLU</td>
</tr>
<tr>
<td>Labor.</td>
<td>1 hour = 3/4 (.75) TLU</td>
</tr>
<tr>
<td>Labor.</td>
<td>1 hour = 2/3 (.667) TLU</td>
</tr>
<tr>
<td>Superv.</td>
<td>1 hour = 1/2 (.500) TLU</td>
</tr>
<tr>
<td>Writing</td>
<td>1 hour = 1.3 TLU</td>
</tr>
</tbody>
</table>

(1) Full-time unit members who elect to teach writing courses (English 081, 091, 094, 096, 101, 101H, 102, 102H, 103, 105, 106, 204, 108, 109, ESL 100, or any other course mutually agreed with the District and the Association) shall receive 1.3 TLU in return for the following duties. The class size will remain at thirty-five (35) students.

Contribute one (1) additional office hour per week in office/TLC for one-to-one student conferences (pre-writing, drafting, revising, editing, and proofreading);

Contribute to the writing of the generic syllabi for departmentally-taught writing courses.

(2) A teaching load exceeding sixteen (16) TLUs shall be compensated at the overload hourly rate for load in excess of fifteen (15) TLUs, or may be balanced without additional compensation within the following semester subject to approval of the CIO.

b. A teaching assignment of less than fourteen (14) TLUs shall be balanced the following semester or as soon as possible thereafter subject to approval of the CIO, or may be equated by special assignment. In order to provide for effective scheduling and/or use of faculty resources, the CIO may approve load averaging over a period of 4 semesters not including winter or summer. A maximum of 6 TLUs per semester may be taught as overload without approval of the CIO.

c. If an instructor has a load greater than sixteen (16) TLUs, then the overload shall be computed as follows: all hours (lecture/lab) taught above the hours used to compute the full load of fifteen (15) TLUs will be compensated for at the hourly rate.
Example:

<table>
<thead>
<tr>
<th>Lecture 1 Hour = 1 TLU</th>
<th>Science Lab Lab hour = 0.75 (3/4) TLU</th>
<th>Non-Science Lab Lab hour = 0.67 (2/3) TLU</th>
<th>Total TLUs</th>
<th>Paid Overload Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>8 hrs = 6 TLUs</td>
<td>9 + 6 = 15</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>8 hrs = 6 TLUs</td>
<td>10 + 6 = 16</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>9 hrs = 6.75 TLUs</td>
<td>10 + 6.75 = 16.75</td>
<td>16.75</td>
<td>15 1.33 2.33</td>
</tr>
<tr>
<td>9</td>
<td>9 hrs = 6 TLUs</td>
<td>9 + 6 = 15</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>9 hrs = 6 TLUs</td>
<td>8 + 6 = 14</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>11 hrs = 7.333 TLUs</td>
<td>9 + 7.333 = 16.33</td>
<td>16.33</td>
<td>15 1.5 2</td>
</tr>
</tbody>
</table>

d. If a suitable classroom is available, and upon the approval of the CIO, a faculty member who agrees to enroll at least 100 students in a given course section of a class that lends itself to a large lecture format will be given double (2X) the regular TLUs for that class, if the enrollment in said class is at least 80 students on the first day of instruction of the second week. If a suitable classroom is available, and upon the approval of the CIO, a faculty member who agrees to enroll at least 75 students in a given course section of a class that lends itself to a large lecture format will be given one and a half (1.5X) the regular TLUs for that class if the enrollment in said class is at least 60 students on the first day of instruction of the second week. The extra load provisions of this agreement do not extend to overload classes, or other distance learning classes unless specifically requested and authorized by the CIO.

2. All full time teaching faculty shall provide a full (defined as no less than 35 hours) professional service week, from on or off campus, that includes, but is not limited to, teaching, preparation and grading for assigned courses, maintenance of office hours for student conference, division meetings, and other professional responsibilities that may include:
   a. Continuing professional development
   b. Sponsorship and support of student activities
   c. Participation in budget development
   d. Participation in employment interviewing and selection procedures
   e. College committees
   f. Department meetings
   g. Curriculum development
   h. Articulation and matriculation
   i. Writing of grant proposals and research projects
   j. Recruitment and high school relations
   k. College-related community activities and projects
   l. Activities of faculty in shared governance

3. Regarding office hours in 12.A.2 above
   a. Refer to the table below for specific requirements regarding office hours. Office hours are to be adjusted proportionately if the number of TLUs devoted to classroom instruction is altered.

b. Office hours are to be scheduled to meet the needs of students and the needs of the educational programs of the District. Each scheduled period of office time shall be no less than one-half (1/2) hour in duration and must 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 must occur at least 2 (two) days per week. Office hours for 100% on-line classes may be held on-line. Office hours must be included in each course syllabus.

<table>
<thead>
<tr>
<th>On campus/Hybrid TLUs per week</th>
<th>Number of On Campus Office Hours</th>
<th>Number of On Line Office Hours</th>
<th>Total per Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-3</td>
<td>1</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>4-6</td>
<td>1.5</td>
<td>0.5</td>
<td>2</td>
</tr>
<tr>
<td>7-9</td>
<td>2</td>
<td>1</td>
<td>3</td>
</tr>
<tr>
<td>10-13</td>
<td>2.5</td>
<td>1.5</td>
<td>4</td>
</tr>
<tr>
<td>14-16</td>
<td>3</td>
<td>2</td>
<td>5</td>
</tr>
<tr>
<td>17-18</td>
<td>3.5</td>
<td>2.5</td>
<td>6</td>
</tr>
<tr>
<td>19-21</td>
<td>4</td>
<td>3</td>
<td>7</td>
</tr>
</tbody>
</table>

c. The unit member shall prepare and submit in writing or electronically his/her proposed schedule of office hours by the second week of the semester to the Instruction Office or designee for posting on the internet.

d. Each unit member shall post his/her office hours on his/her office door. The unit member may make permanent changes in his/her office hours with notification to the appropriate instructional dean or student services dean.

e. The unit member’s students are to be notified of any change in office hours. The instructor shall post a notice of the change of that office hour and the time of the makeup hour. Cancellation of office hours not rescheduled within a week will result in the use of leave hours equal to the office hour(s) missed as noted on the absence form.

4. On-Line and hybrid courses:
   a. Unit members may teach up to 10 TLUs online in their base load unless their respective departments have more restrictive policies. (Hybrid classes are not considered “online”.) This limit does not apply to online classes taught as overload.
   b. In the absence of specific agreements to the contrary, on-line courses and hybrid courses should have the same course size as on-ground courses.
   c. The District and the Association recognizes that time commitments may change and will re-evaluate course size when appropriate.
   d. As with all courses, instructors are free to add students to their courses.
   e. Changes in size limits to courses must be completed within the established curriculum approval process.

B. For purposes of determining workload, a “contact hour” shall be defined as fifty (50) clock minutes. Should the Title 5 definition of contact hour be changed, such change shall automatically be incorporated into this section.

C. Class size maximum shall not be exceeded during the term of this Agreement.

D. The normal workload for non-instructional unit members shall be thirty-five (35) hours of on-campus duty. Work schedules may be adjusted during peak periods or when workloads demand.

E. According to California Statute (Title 5, Section 55720) all full-time faculty must work a minimum of 175 days in the academic year. This Agreement adds an additional day of service to this requirement (opening day) for a total of 176 days of service.
F. Because COC is an approved flexible calendar college, we are allowed to designate up to ten (10) days of the 175 day requirement for professional development activities ("FLEX").

1. For classroom instructors this adjustment is made in the schedule of classes to provide 165 days of instruction. Teaching faculty are then required to document by written contract the time they spend to satisfy the 10 remaining days required by the State (defined at COC as 41 hours or 4.1 hrs/day). Organized FLEX activities are scheduled throughout the year and/or faculty may complete individual projects subject to approval of the CIO.

2. Professional development for non-instructional unit members as defined by Section H of this article.
   a. For the purposes of this section, a non-teaching faculty member is a unit member whose workload is defined by an hourly workload rather than by TLU.
   b. Non-instructional unit members may choose to utilize professional development hours as part of their required contractual obligation under the following conditions:
      (1) Professional development hours may be regular FLEX hours, or other activities approved by the Professional Development Committee.
      (2) Scheduling of professional development hours must be approved by the supervisor, and cannot conflict with the requirements of the unit member’s position.
   c. The total professional development hours will not exceed the annual FLEX requirements for an instructional unit member.

G. The FLEX calendar cannot be changed except by mutual agreement of the Association and the District.

H. The normal weekly workload for full-time non-instructional unit members with ten (10)-, eleven (11)- or twelve (12)-month contracts (whose positions are listed in the table below) shall be thirty-five (35) hours of campus related duty (prorated for less than 100% non-instructional unit members).

<table>
<thead>
<tr>
<th>Position</th>
<th>Contract Length</th>
</tr>
</thead>
<tbody>
<tr>
<td>Director, CWEE</td>
<td>10 months</td>
</tr>
<tr>
<td>Nutrition &amp; Wellness Coordinator</td>
<td>10 months (75%)</td>
</tr>
<tr>
<td>Coordinator, EOPS</td>
<td>11 months</td>
</tr>
<tr>
<td>Coordinator, Transfer Center</td>
<td>11 months</td>
</tr>
<tr>
<td>Learning Disability Specialist</td>
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<tr>
<td>Librarians</td>
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<tr>
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<tr>
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<tr>
<td>Director, NSF-CREATE Program</td>
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<td>Director, DSP&amp;S</td>
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<td>Athletic Director</td>
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</table>
1. The normal workday for full-time non-instructional unit members shall be seven (7) hours of campus related duty (prorated for less than 100% non-instructional unit members).

2. Full-time non-instructional unit members shall work a mutually agreed upon ten (10), eleven (11), or twelve (12) month contract (prorated for less than 100% counselors). The eleven-month contract is defined as “the regular teaching contract plus twenty-two (22) days.” (198 days). The twelve-month contract is defined as the “regular teaching contract plus forty-four (44) days,” (220 days).
   a. No more than thirty-six (36) days of the eleven (11) month contract will be scheduled between the spring commencement date and the Opening Day for teaching faculty of the next fall term, unless mutually agreed upon by the non-instructional unit member and the CIO or CSSO.
   b. Nothing in this statement shall be interpreted to excuse a non-instructional unit member from registration period service (i.e., new student orientation sessions and pre-registration advisement) unless a specific arrangement has been made with, and approved by, the CSSO.
   c. Any other deviations from this Agreement, which are requested by non-instructional unit members, must be approved by the CSSO. It is, of course, understood that student access and service needs are to be considered in the annual scheduling of non-teaching faculty.
   d. Counseling unit members, hired before January 1, 2006, will receive a fifty dollar ($50) (or prorated for less than 100% counselors) responsibility stipend for each month of the eleven (11) months worked.

3. Salary for non-instructional unit members will be distributed in ten (10), eleven (11) or twelve (12) equal payments for ten (10), eleven (11) or twelve (12) month contract unit members, respectively. Retirement benefits will be earned for each of the aforementioned ten (10), eleven (11) or twelve (12) months, respectively. The District and the non-instructional unit member will each pay its/his/her historic share of contribution to the STRS system for each of the ten (10), eleven (11) or twelve (12) months.

4. Mutually agreed upon extra pro rata pay workdays may be added to the aforementioned contracts.

I. Except for emergency closure of the College, in which event an alternate schedule will be made by the District:
   1. The number of required workdays for bargaining unit members not covered by Article 12, Section H, above, shall be one hundred seventy-six (176). When necessary to provide a balanced and workable academic calendar, the opening day of activities that occurs prior to the start of instruction (which normally constitutes a required day of service) shall also be counted as a FLEX calendar day.
   2. Vacation days and holidays shall be in accordance with the agreed-upon and approved calendar. (NOTE: A joint committee of representatives from the Association, the Academic Senate, the Faculty Development Committee and the Administration will study and recommend an appropriate annual academic and summer school calendar. A joint committee of faculty and administration will study and recommend the most appropriate time for the Intersession period.)

J. The following are given reassigned time in order to perform duties pursuant to the job description or bylaws of the organizations:
   - Association 20% per Semester
   - Academic Senate 50% per Semester
     (to be allocated by the Academic Senate)
   - Curriculum Committee Chair 20% per Semester

K. Department Chairs
   1. A department is an organizational structure composed of one or more related disciplines. For purposes of organization, multiple related disciplines may select to be designated a department.
   2. Duties and Responsibilities – On behalf of the designated department, the Department Chair shall complete or delegate the following in a timely manner:
a. Provide primary input in the class scheduling process in response to District guidelines and parameters.
b. Review and make corrections to preliminary drafts of the class schedule and catalog.
c. Report adjunct faculty staffing needs to Human Resources.
d. Ensure the adjunct faculty interviews and selection of adjunct faculty.
e. Ensure the preparation and submission of an annual department budget and other expenditure requests to relevant college funds.
f. Monitor departmental expenditures during the academic year.
g. Coordinate evaluation of adjunct faculty.
h. Report assigned facility needs.
i. Receive and distribute materials addressed to the Department.
j. Coordinate and ensure completion of program review and planning activities.
k. Make recommendations for full-time faculty additions, and program expansion and modification.
l. Take responsibility for the review, modification, additions and deletions to department curriculum.
m. Direct relevant marketing, recruitment and community outreach activities.
n. Where appropriate, organize and conduct meetings of program advisory committees.

3. Selection:
   a. Department Chairs must teach at least a majority of their regular teaching load in the designated department to be eligible for selection as a department chair. In the case of multiple candidates for the position in a department with two or more full-time unit members, the Academic Senate shall conduct an election, in accordance with the election procedures approved by the Academic Senate, for the position. Only unit members with a majority of their load in a department are eligible to vote for the Chair of that department.
   b. Excluded from the above requirements are Counseling Chair and Library/Media Technology (LMTECH) Chair who shall be elected by counseling unit members and LMTECH unit members, respectively.

4. Term – Department Chairs will serve a term of two years and may serve multiple terms. The term shall start on the first day following the last day of instruction of the spring semester. Non-service day requirements:
   Department chairs are expected to provide enrollment and staffing service for all terms outside of the traditional semesters (i.e., summer and winter sessions).
   a. Much of the enrollment and staffing service can be provided during the regular academic term.
   b. If any additional service is required outside the contract days, the member will be compensated as provided for in Article 16 (Non-Instructional Non-Service Days Assignments) of this Agreement.
   c. A department chair may designate an alternate to provide the enrollment and staffing services outside of the traditional semester. Any work provided by the designee outside of the contract day will be compensated as provided for in Article 16 of this Agreement.
   d. In the absence of available designees, the Division Dean may assume the duties of the Department Chair until the Chair or designee is available.

5. Compensation:
   a. Department Chairs will be compensated for each academic year per Appendix C:

Chair compensation for one academic year will be based on the averaged FTEF data from two semesters in the preceding calendar year. (For example, compensation for the academic year 2009-2010 will be based on the averaged FTEF data from Spring 2008 and Fall 2008;
compensation for the academic year 2010-2011 will be based on the averaged FTEF data from Spring 2009 and Fall 2009.

Department chairs may choose to split their reassigned time unevenly between Fall and Spring semesters within an academic year. If chosen, the uneven split should not exceed a 70:30 split with the majority of the hours in the Spring. Exceptions may be granted by the CIO.

6. a. Election of Department Chairs shall take place in the spring semester of an even-numbered calendar year, and the term of office shall be for two (2) years beginning on the first day following the last day of instruction of that spring semester. (For example, election will take place in Spring 2008, and the two-year term will begin on the first day following the last day of instruction of Spring 2008. Next election will take place in Spring 2010.)
   b. For purposes of compensation, the calculations shall be done on the basis of averaged data from the semester in which the election took place and the semester immediately preceding it or as requested by the chair of a new department. (For example, for the two-year term beginning on the first day following the last day of instruction of Spring 2008, averaged data shall be taken from Spring 2008 and Fall 2007.)

7. The Department Chairs shall be compensated.
   In support of enrollment management, specifically:
   developing current and competitive curriculum,
   engaging in program planning,
   supporting the interim winter intersession,
   beginning July 1, 2005 the District will make available $25,000 to be distributed to Department Chairs in a manner mutually agreed upon by the District and the Association.

8. Evaluation
   a. Department Chairs will be evaluated once every two years. This evaluation will consist of a self-evaluation, as well as input from department faculty members, and the appropriate Division Dean.
   b. The specific instrument used will be developed in mutual agreement with the Association and the District.

9. Non Performance
   a. Department faculty or other relevant employees may report to the appropriate Division Dean that a department chair is not completing the responsibilities outlined in this Article. Upon verification by the appropriate Division Dean, the Division Dean shall notify the department chair in a timely manner and provide a timeline for the correction of non-completed responsibilities.
   b. If the appropriate Division Dean determines that timely corrections have not been made, the Division Dean may temporarily remove the department chair, make the appropriate load adjustments, and shall convene an ad-hoc review committee composed of him/herself and two unit members appointed by the President of the Academic Senate from outside the associated department. This committee shall make a recommendation for further corrective action or may recommend removal of the department chair from his/her chair position. This recommendation shall be submitted to the CIO, who will take discretionary action on the recommendation.

L. Coordinators
   1. Coordinators are unit members selected to provide coordination of a specific project, task, or curricular area on a short-term or ongoing basis. Rather than general or overarching duties, coordinators have responsibility for a more narrow area usually with specific outcomes. Examples include having responsibility for the coordination of curriculum and assessment for a particular course or set of courses where there is a need to ensure uniformity of structure and evaluation of student learning, or overseeing a grant project.
2. Each approved coordinator position shall have a description on file with the Office of Instruction, which shall include a list of responsibilities, method of selection and compensation level. Coordinator positions shall be approved by the CIO upon a recommendation from the appropriate Division Level Administrator and Department Chair. Compensation shall be reasonably related to the scope of assignment and shall be included in the position description.

3. A list of approved coordinator positions shall be compiled and reviewed each year as part of the budget development process.

M. Upon approval of the CEO or designee, positions held by unit members may be extended from ten (10) months to eleven (11) months or from eleven (11) months to twelve (12) months in order to perform duties pursuant to the relevant job description.
ARTICLE 13: HEALTH AND WELFARE BENEFITS

A. The District-wide Health and Welfare Benefits Committee will review the District’s fringe benefit program, evaluate information on various types of group insurance plans and other fringe benefit programs, and make recommendations to the District and the Association.

B. Coverages and Premiums

1. The District shall pay the premiums for unit members for long-term disability.
2. Each contract year, the District shall recalculate the health and welfare costs based on the most recent open enrollment information. The District shall allocate in the Association Health and Welfare Fund the total contribution for all unit members as agreed upon (see Appendix D).
3. The Association Health and Welfare Benefit Fund shall be used for the cost of health and welfare benefits for employees and dependents for:
   a. Medical Insurance
   b. Dental Insurance (maximum per patient per year of $2,500/ Delta)
   c. Vision Insurance
   d. Group Life Insurance of $50,000
   e. Cash-in-lieu
4. The District shall pay the premium for an Employee Assistance Program. The program will only be used through employee self-referral.
5. The District shall offer and maintain a Section 125 plan (IRS Code, Flexible Spending Plan). This plan will include cash-in-lieu of medical benefits, flexible spending accounts for out-of-pocket health care or dependent care costs on a pretax basis.
6. Effective January 1, 2012, cash-in-lieu of medical benefits will be an enrollment option for unit members. The cash-in-lieu benefit amount will be $4,000 per year, paid tenthly.
7. All unspent health and welfare District contributions shall accumulate in the Association Health and Welfare Benefit Fund for benefit related costs. Any deficit shall be included in the total compensation calculations for the following year.

C. Unit members shall make selections of non-elective coverages, elective coverages, and tax sheltered annuities on an annual basis. New employees shall make their selections at the time they are employed. Unit members may withdraw from any plan at any time and make elective coverage changes to medical, dental, and vision plans in the event of a family status change.

D. The District shall offer 403b and 457 deferred compensation plans. Unit members may enroll in or make changes to these plans at any time.

E. Unit members who wish elective coverages, the cost of which is in excess of the District contribution, shall authorize payroll deductions to cover all such costs.

F. If a unit member does not wish to participate in plans provided by the District, or if a unit member participates only in a portion of the plans provided by the District, the unit member will relinquish any claim for any unused amount of the District contribution. This provision does not apply to those individuals receiving cash-in-lieu of medical benefits in Section B.6 above.

G. The unit member bears the responsibility for meeting all requirements for eligibility in any plans provided by the District and for properly completing enrollment and/or application forms.

H. Unit members eligible to participate in the employees' fringe benefit plans and to receive District contributions toward these benefits are those employed under contract during the regular college year on at least a half-time basis.

I. Regular academic employees assigned less than full-time, will be entitled to benefits computed on the basis of the ratio of time assigned to a full-time assignment, except that assignments of fifty percent (50%) or greater will be considered full-time.

J. Payments of the District contribution for unit members absent due to illness or injury of the unit member shall be made until the expiration of accumulated paid illness leave or until the employment is terminated, whichever occurs first.
K. Unit members on a paid leave of absence, unless otherwise provided here, shall receive wages, District contributions to health and welfare coverage, and retirement credit in the same amounts as if they were not on leave. The District contribution for health and welfare benefits for unit members on approved unpaid leave status exceeding thirty (30) days will be terminated at the end of the pay period during which the unpaid leave status begins. Subject to rules of the insurance carrier, such unit members may continue the health and welfare coverages by advance payments of the total monthly premiums to the District.
ARTICLE 14: SAFETY, HEALTH AND WELFARE

A. Safe Working Conditions
   1. Unit members shall not be required to work in unsafe conditions or to perform tasks that endanger their health, safety or well-being.
   2. All District activities shall be conducted in accordance with established health, safety, fire and applicable OSHA regulations.
   3. The District shall establish a Safety Committee composed of at least three (3) unit members designated by the Association, and other members as designated by the CEO. The committee shall conduct surveys, accept petitions or complaints, and make recommendations to the CEO. Such recommendations shall be considered for implementation as soon as possible.
   4. The District and the Association agree to work toward maintaining a hostile-free work environment and they further agree that unit members shall be free from violence in the workplace, such as aggressive physical, verbal or non-verbal acts or threats.

B. TB Testing
   Testing for TB will be required every four (4) years.
ARTICLE 15: SALARY

A. Unit members shall receive salary in accordance with Appendix A-1, A-2, B-1, and B-2, incorporated herein by reference.

B. Regular annual increases in salary occur until Step 14. After Step 14, it takes 3 steps with smaller increments to attain a similar increase. This continues until Step 29. In the last 2 columns there is a small increment for each year of service beyond Step 29.

C. Teaching Institute: Participating unit members may receive 18 hours of FLEX credit per one (1) unit of a Teaching Institute class or may apply the Teaching Institute classes for movement across the salary schedule. Unit members cannot use units for movement across the salary schedule if receiving FLEX credit.

D. Any courses taken with the intent of gaining advancement on the salary schedule must be approved by the CIO in advance.
ARTICLE 16: NON-INSTRUCTIONAL NON-SERVICE DAYS ASSIGNMENTS

A. Unit members who are requested to complete or participate in projects or assignments scheduled by an educational administrator during non-service days shall be compensated at their regular summer salary rate.

B. In the event such an assignment requires travel (for example, between the Valencia Campus and the Canyon Country Campus, or other off-campus site(s) or satellite(s) of the District), the District shall reimburse for mileage accrued in the course of that day and assignment.
ARTICLE 17: OVERTIME PAY/INTERSESSION PAY

A. Overload assignments during the regular academic year shall be paid by course, based on the standard of 17 hours per lecture class unit, at the rate in accordance with Appendix B-1.

B. Intersession (Winter and Summer)
   1. Intersession classes shall be paid by course, based on the standard of 17 hours per lecture class unit, at the rate in accordance with Appendix B-2.
   2. Compensation for all summer session classes will be at the rate established in the previous academic year contract. (For example, Summer 2007 will be paid at the 2006/07 rate.)
   3. Winter Intersession will be paid at the rate of the subsequent summer rate. For example, Winter 2008 will be paid at the Summer 2007/2008 rate.

C. First Consideration
   Qualified unit members shall be given first consideration for overload, intersession and summer session classes.
   1. Absent prior permission from the CIO, unit members may only teach ten (10) TLUs at any given time during individual summer sessions or during winter session.
   2. Absent prior permission from the CIO, unit members may only teach within the department of their primary assignment.

D. Compensation Lists
   The Office of Instruction will maintain the overload and intersession compensation lists.
ARTICLE 18: TRAVEL AND MILEAGE

A. Unit members may be authorized to attend conferences and meetings. Requests for travel shall be submitted on the appropriate District form. Requests for travel which constitute expenditure in excess of one hundred dollars ($100) or is for more than one (1) day shall be submitted not less than thirty (30) days in advance of the proposed travel. In exceptional circumstances, the CEO or designee may waive the thirty (30) day advance notice requirement.

B. Unit members shall be reimbursed for necessary and actual expenses incurred while on approved and authorized travel. Such reimbursement shall be limited to the amount established through the approval process.

C. Unit members shall not be reimbursed for any expenses incurred while traveling unless such travel and expense have been authorized and approved in advance by the Board of Trustees or designee.

D. Upon return from travel, the unit member shall submit a written or verbal report to the administrative supervisor within a period of ten (10) working days.

E. In the event a unit member’s regular assignment or overload 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) of 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.

F. Mileage reimbursement claims shall be submitted monthly on the approved District form and shall be paid at the mileage rate in effect at the time of travel (based upon the Federal rate) as adopted by the District.

G. Unit members whose regular assignment is split between two or more instructional locations of the District shall be responsible to carry adequate personal automobile insurance in accordance with the laws of the State of California.

H. In the event of an accident, the unit member must make a report to the District within five (5) business days. The District may provide payment(s) toward the loss of property and personal injury of others if a claim is filed against the District and/or unit member (during the course of his/her employment), by the damaged/injured party.

I. Upon receipt of adequate proof of loss and proof of insurance, the District shall reimburse the unit member for damage to the unit member’s vehicle in an amount not to exceed five hundred dollars ($500) or an amount necessary to satisfy any deductible requirement of the unit member’s personal automobile insurance, whichever is less. Such reimbursement shall not be paid to any unit member who is found to be more than 50% at fault by either a court of law or by the determination of the District’s or unit member’s insurance carrier, or if the unit member received a citation from a law enforcement agency (unless such citation is dismissed by a court of competent jurisdiction), or for damage that occurred due to the negligence of the unit member.

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ARTICLE 19: RETIREMENT PROGRAMS

A. Consultant Service Retirement Plan

1. Unit members between the age of fifty-five (55) and sixty-five (65) may apply for participation in the District’s Retirement Consultant Programs. To be eligible, the unit member must have served the District for ten (10) years. If the District and unit member mutually agree upon a plan, the unit member shall retire under STRS.

2. The maximum length of a retirement consultant plan shall be five (5) years or to age sixty-five (65). The service under such plan shall not be for more than one-hundred twenty (120) days in any school year and shall not require payment in an amount greater than that established by statute.

3. Application for a retirement consultant plan shall be made to the Office of Instruction at least six (6) months prior to the proposed commencement of such plan.

4. Unit members who retire under the provisions of this section shall receive District contributions toward health, life and dental insurance coverage. The contribution amount shall be established in District policy. The unit member shall pay any difference between the District contribution and the full cost of the premiums. The unit member may maintain dependent coverage by reimbursing the District for the premiums required for such coverage.

B. Reduced Workload Retirement Plan

1. Unit members who reach the age of fifty-five (55) or over may apply for a reduced workload contract with the District. To be eligible, the unit member must have served the District for ten (10) years, of which the last five (5) immediate preceding years were full-time. If the District and unit member mutually agree upon a plan to reduce full-time service to a part-time service, the unit member shall be paid a salary which is the pro rata share of the salary that would have been earned if the unit member were full-time.

2. The reduced workload contract shall be for not less than half (1/2) time and shall not extend beyond the school year in which the unit member reaches age seventy (70).

3. The District and unit member shall pay the necessary STRS contributions in accordance with STRS rules and regulations for pre-retirement reduced workload employment.

4. Unit members shall submit applications for pre-retirement reduced workload employment to the Office of Instruction at least three (3) months prior to the proposed commencement of such reduced workload.

5. Unit members may be returned to full-time employment upon mutual agreement between the District and unit member.

C. The District will adopt regulations to implement the provisions of AB 2223 (Golden Handshake).

D. Each unit member and his/her spouse, or registered domestic partner will have access to purchase District offered benefit plans in accordance with Education Code Section 7000.
E. Retired unit members at least sixty (60) years of age with at least twenty (20) years of full-time service at COC, who are not eligible for Medicare, shall be entitled to Health and Welfare benefits paid to age sixty-five (65) with the District contribution of four thousand dollars ($4,000) cap per fiscal year. Health and Welfare benefits include medical, dental, vision and life insurance, which are equal to the benefit programs provided active unit members, subject to insurance carrier requirements. The District contribution may apply to the unit member’s spouse or registered domestic partner up to the contribution cap if the unit member had been married to the spouse or registered with his/her domestic partner for a minimum of ten (10) years before enrolling in this program. The unit member may pay for the benefits for the spouse or registered domestic partner above the cap subject to insurance carrier requirements.

F. At age sixty-five (65), retired unit members participating under these provisions may enroll in the regular retiree benefit program outlined in Article 19 G below.

G. Except for the provision noted in item “Article 19, E”, listed above, the District contribution to eligible retirees is:

1. $2200 (with possible increase to be established using funds from the Association’s H&W pool for 2006-2007 and 2007-2008.)
2. Annually for medical, life, vision and dental insurance on a reimbursement basis.

H. The above retirement programs shall be in accordance with and subject to STRS rules and regulations and legislation.
ARTICLE 20: MAINTENANCE OF BENEFITS

The District shall not unilaterally modify any policies, rules or regulations which implement the specific and express terms of this Agreement without first negotiating the modifications with the Association.
ARTICLE 21: ACADEMIC SENATE

A. Academic Senate
   1. The College of the Canyons Academic Senate, which is chartered to provide the faculty with a formal and effective procedure for participating in the formation of District policies on academic and professional matters, will continue that role as outlined in current Board Policy on Academic Senate Participation in Shared Governance.
   2. This Policy may be amended by the Board of Trustees when such amendment is recommended jointly by the District and the Academic Senate.

B. Curriculum Development and Approval
   Under “Academic and Professional Responsibility”, curriculum development, including the approval of textbooks in the current course outline of record, will be governed by policies and procedures mutually agreed upon by the District and the Academic Senate.

C. Faculty Hiring
   1. The selection process for contract and regular unit members shall be in accordance with the hiring policies/procedures adopted by the Board of Trustees.
   2. The development of these policies and procedures are considered an “Academic and Professional Matter”. Any change to these policies or procedures will be made with the mutual agreement of the District and the Academic Senate.
ARTICLE 22: MISCELLANEOUS

A. Parking
   The District will pay the cost of parking passes for current or retired unit members.

B. Tuition Free District Classes for Retirees
   The District will reimburse retirees the cost of tuition and mandatory fees, only for an annual
   maximum of nine (9) units of District classes.

C. Tuition Free District Classes for Unit Members
   The District will reimburse unit members the costs of tuition and mandatory fees, only for an annual
   maximum of nine (9) units. Reimbursement will not be provided for units used for advancement on
   the salary schedule or for FLEX credit. Reimbursement is subject to the unit member passing the
   course (C or better or credit) and submitting for reimbursement within sixty (60) days of the end of the
   course.

D. Caps and Gowns
   The District will provide a cap and gown to each unit member for use at commencement exercises.
ARTICLE 23: EFFECT OF AGREEMENT

A. The parties agree that during the negotiations which culminated in this Agreement each party enjoyed and exercised without restraint, coercion, intimidation, or other limitation, the right and opportunity to make demands and proposals or counter-proposals with respect to any matter not reserved by policy or law from compromise through bargaining and that the understandings and agreements arrived at after the exercise of that right and opportunity are set forth herein.

B. The parties agree, therefore, that the other shall not be obligated to negotiate or bargain collectively with respect to any subject matter, whether referred to herein or not, even though such subject or matter may not have been in the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement except that nothing herein shall preclude the parties from mutually agreeing to reopen negotiations on any of these matters.

C. Nothing herein shall be construed to limit the right of the District to consult with any employees or employee organization on any matter outside the scope of representation as defined in Government Code Section 3543.2.

D. The agreement expressed herein, in writing, constitutes the entire agreement between the parties and no oral statement shall add or supersede any of its provisions.
ARTICLE 24: SAVINGS PROVISION

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions 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.
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Salary Schedule effective 07-01-11
Board Approved 05-12-09
APPENDIX A-2: COLUMN PLACEMENT GUIDELINES

SANTA CLARITA COMMUNITY COLLEGE DISTRICT
COLLEGE OF THE CANYONS
INITIAL COLUMN PLACEMENT FOR ACADEMIC PERSONNEL

Disciplines Requiring the Master's Degree

| Column B | 1. Master's Degree          |
| Column B | 2. California Community College Credential |
| Column B | 3. Equivalency               |
| Column C | Column B plus 12 semester units |
| Column D | Column B plus 24 semester units |
| Column E | Column B plus 36 semester units |
| Column F | Column B plus 48 semester units |
| Column G | Column B plus 60 semester units |
| Column H | Doctorate                     |

Disciplines in Which the Master's Degree is Not Generally Expected or Available

| Column A | 1. Associate of Arts Degree and six years experience in that discipline with any certificate or license required to do that work. |
| Column A | 2. Bachelor's Degree and two years experience in that discipline with any certificate or license required to do that work. |
| Column A | 3. California Community College Credential |
| Column A | 4. Equivalency |
| Column B | Column A plus 30 semester units |
| Column C | Column A plus 42 semester units |
| Column D | Column A plus 54 semester units |
| Column E | Column A plus 66 semester units |
| Column F | Column A plus 78 semester units |
| Column G | Column A plus 90 semester units |
| Column H | Doctorate |
APPENDIX B-1: F/T ACADEMIC OVERLOAD SALARY SCHEDULE

SANTA CLARITA COMMUNITY COLLEGE DISTRICT
COLLEGE OF THE CANYONS
FULL-TIME ACADEMIC OVERLOAD
SALARY SCHEDULE (O)

2011-2012

Hourly Rate: $60.36

The approval of the Assistant Superintendent, Vice President of Instruction, must be obtained to exceed an OVERLOAD of six (6) TLUs (Per Article 12.A.1b)

Salary schedule effective 07/01/11
Board Approved 05/12/09
APPENDIX B-2: F/T ACADEMIC SUMMER & WINTER SALARY SCHEDULE

SANTA CLARITA COMMUNITY COLLEGE DISTRICT
COLLEGE OF THE CANYONS
ACADEMIC SUMMER AND WINTER SALARY SCHEDULE (V)
FOR FULL-TIME FACULTY

Effective July 1, 2011

67.53
Per Hour

Unit members teaching in the Summer and Winter Sessions are compensated at the above rate.

Salary schedule effective 07/2011
Board Approved 05/12/09
APPENDIX B-3: UNIT MEMBER SUBSTITUTE PAY SCHEDULE

SANTA CLARITA COMMUNITY COLLEGE DISTRICT
COLLEGE OF THE CANYONS
UNIT MEMBER SUBSTITUTE PAY SCHEDULE (VI)

When unit members substitute for credit courses, the rate of pay shall be the rate of pay for the appropriate term. See Appendix B-1 or B-2.

The time paid shall be calculated as follows:

1. For courses that meet between fifty (50) and sixty (60) minutes, unit members will be paid one (1) hour for each class session.
2. For courses that extend beyond sixty (60) minutes, the paid time shall be the course’s meeting’s scheduled minutes divided by the fifty (50) for each class session.

Unit members must complete an Academic Hourly Time Report (following the instructions stated on the form), found in this Agreement (Appendix G) prior to the processing of substitute pay.
## APPENDIX C: DEPARTMENT CHAIRS

### Workload Measures Based on Average Fall07/Sp08 Data

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Total FTEFs: 530
## APPENDIX C-1: DEPARTMENT CHAIRS

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* Counseling FTEF includes FT Headcount, Overload/Adjunct FTEF. FTEF = 12.2

365.00
## APPENDIX C-2: DEPARTMENT CHAIRS

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<td>3.00</td>
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<td>35</td>
<td>Manufacturing/Construction/Water/Survey</td>
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<td>1.8</td>
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<td>1.1</td>
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<td>1.90</td>
<td>6</td>
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<td>41</td>
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<td>1.2</td>
<td>0.5</td>
<td>1.65</td>
<td>6</td>
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<td>42</td>
<td>ESL</td>
<td>1.5</td>
<td>0.3</td>
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<td>0.3</td>
<td>1.65</td>
<td>6</td>
</tr>
<tr>
<td>43</td>
<td>Auto**</td>
<td>1.5</td>
<td>0.3</td>
<td>1.3</td>
<td>0.4</td>
<td>1.55</td>
<td>6</td>
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<td>Hotel Restaurant Management</td>
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<td>0.0</td>
<td>1.30</td>
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<td>45</td>
<td>Alternative Energy &amp; Transportation Technology**</td>
<td>0.0</td>
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<td>Real Estate**</td>
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</table>

**Pending Academic Senate approval**

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Manuscript by O. Black 5/31/12

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APPENDIX D: TOTAL COMPENSATION

Total Compensation Definition
The Total of Full-Time Faculty (as defined below) Salaries (adjusted for step/column changes for new fiscal year) plus Total Health & Welfare Contribution, updated as of June 1st, the month prior to the start of the new fiscal/contract year, multiplied by a negotiated percentage. The District shall provide a list of all faculty names and salary placement, with dollar amounts, by June 15, prior to the start of the new fiscal/contract year. The Total Compensation Calculations and the Health & Welfare Benefits Pool Calculations sheets shall be completed by June 15.

Total Compensation Formula

\[
\text{Total Compensation Formula} \\
\text{Total Full-Time Salaries} \ \ \ $ \\
\text{Total H & W Contribution} \ \ \ $ \\
\text{= Base} \\
\text{Negotiated Percentage} \ \ \ % \\
\text{= Total Compensation Allocation} \ \ \ $
\]

Total FT Faculty Salaries for all Funds

All Full-Time Faculty, including members hired and Board approved as of June 1st (regardless of starting date) will be included.

- All full-time faculty – coaches' compensation will be included.
- Retirees and resignations or other changes where faculty have left the bargaining unit, Board approved by June 1st will be excluded.
- Overload, summer, and winter salaries, based on current year projected actuals, increased for budgeted growth in course sections, if any, will be included.

H & W Contribution Based on Prior-Year Contract

Multiply prior year contribution by number of Full-Time Faculty, as defined above.

Total Compensation Percentage

The percentage negotiated for that fiscal year and applied to the Total Compensation Base to calculate the Total Compensation Allocation.

Total Compensation Allocation

Negotiated to pay for increases to salary, health and welfare benefits and other negotiated items.

Health & Welfare:

Health and Welfare Contribution Calculation

The new Health & Welfare contribution will be calculated by adding the negotiated increase in the H & W allocation to the existing H & W Contribution and then dividing this sum by the number of Full-Time Faculty as defined above for an average H & W contribution, per person.
Health & Welfare Cost Calculation

Total health and welfare costs will be calculated based on full-time faculty H & W selections, updated as of June 1. Health and welfare rates for the next fiscal year will replace existing rates, based on reports from the insurance broker. New faculty who do not have health and welfare selections on June 1 will be estimated at two-party HMO (choice with the lowest cost), two-party Delta Dental, two-party VSP, and employee life coverage.

Pool Balance Calculation

The H & W pool balance will be calculated by subtracting the estimated H & W cost from the negotiated H & W contribution for the entire pool, added to the pool balance carry-forward from the previous year. If the resulting balance is positive, the amount will carry forward to the next year, or be used for one-time health care related expense. A negative balance will be brought positive by changes in plan design, negotiated increases with the district, and/or payments by members of the Association.

NOTE: Steps and Columns are an additional cost to the District, not included as part of Total Compensation.
## Total Compensation Calculation

### Fiscal Year 2006-2007

**COFA**

**Adopted Budget "Version"**

(Includes all budgeted positions with step/column increases)

<table>
<thead>
<tr>
<th>Description</th>
<th>Total Salary/H&amp;W</th>
<th>COLA + Salary</th>
<th>5.92% on Salary</th>
<th>H&amp;W</th>
<th>1.0% for H&amp;W</th>
</tr>
</thead>
<tbody>
<tr>
<td>FT salaries at 2006-2007 Adopted Budget - All Funds (less 1/2 yr)</td>
<td>$13,755,114</td>
<td>$951,854</td>
<td>$814,303</td>
<td>-</td>
<td>$137,551</td>
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<tr>
<td>Overhead Salaries (2006-07 Budget - based on 05-06 Actuals)</td>
<td>$1,136,664</td>
<td>$78,657</td>
<td>$67,291</td>
<td>-</td>
<td>$11,366</td>
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<tr>
<td>Summer Salaries (2006-07 Budget - based on 05-06 Actuals)</td>
<td>$653,448</td>
<td>$45,219</td>
<td>$38,684</td>
<td>-</td>
<td>$6,535</td>
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<tr>
<td>Winter Salaries (2006-07 Budget - based on 05-06 Actuals)</td>
<td>$305,032</td>
<td>$21,108</td>
<td>$18,058</td>
<td>-</td>
<td>$3,050</td>
</tr>
<tr>
<td>Coach’s Stipends (2006-07 Budget - based on 05-06 Actuals)</td>
<td>$82,422</td>
<td>$5,704</td>
<td>$4,879</td>
<td>-</td>
<td>$825</td>
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</tbody>
</table>

Sub-Total Salaries: $15,932,680

Number of employees - (Adopted Budget Funded Positions): 173

Health & Welfare Contribution (per 2005-2006 contract): $8,619

Total Compensation: $17,423,767

Sub-Total Funds Available: $1,205,725

Total Funds Available for Salary Schedule and H&W Increases: $943,215

### Cost Proposals

- Less: 1% on Salary Sch for H&W Contr Incr (1) $159,327
- Less: 5.92% on Salary sch for H&W Contr Incr (2) $88,272
- Less: 1% for H&W (on H&W) (3) $14,911

Total H&W Contribution Increase: $262,510

Balance Available for Salary Schedule Increases: $943,215

Total Compensation Increase Available for Salary Schedule and/or H&W Contribution - On-Going: $1,205,725

### Health & Welfare Contribution Calculation

- 2005-2006 Negotiated Total H&W Contribution @ $8,619 x 173 $1,491,087
- Increase to 2005-2006 Total H&W Contribution - On Going Funds $262,510
- 2006-2007 Negotiated Total H&W Contribution $1,753,597
- Number of Employees (July 2005 Census) 173
- 2004-07 Negotiated H&W Contribution $10,136

### H&W Pool Balance Calculation - COFA

- 2006-2007 H & W Estimated Cost
  - Estimated Number of Employees 173
  - Estimated Health & Welfare Cost per Employee 2006-07 $9,242
- Total H&W Cost - Estimated as of July 2006 $1,598,845
- Estimated Number of Employees 173
- Total 2006-2007 Contribution to Health & Welfare $1,753,528
- Estimated Pool Balance 2006/07 $154,683
- Offset by 2005-2006 Pool Balance Carryforward $20,664
- Total H & W Pool Balance ending 2006-2007 $175,367
- Less: One-Time Increase of $1,000 to Retiree H&W Contribution for 6/30/07 Retirees ($7,000)
- Total H & W Pool Balance ending 2006-2007 (Pending Outcome COFA Vote) $168,367
## Total Compensation Calculation

### Fiscal Year 2007-2008

**COCFA**

### Adopted Budget "Version"

<table>
<thead>
<tr>
<th>Total Salary/H&amp;W</th>
<th>Total COLA+ 4.53% on Salary</th>
<th>4.53% on H &amp; W and Salary for H &amp; W</th>
<th>7.5% on H&amp;W</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Includes all budgeted positions with step/column increases)

- **FT Salaries as of 5/30/07 Board Agenda - per contract**:
  - $14,109,191

- **Summer Salaries (2007-08 Budget - based on 06-07 Actuals + growth)**:
  - $1,154,000

- **Winter Salaries (2007-08 Budget - based on 06-07 Actuals + Rate Incr)**:
  - $311,300

- **Coach's Compensation (2007-08 Adopted Budget)**:
  - $90,622

---

Sub-Total Salaries: $16,366,113

<table>
<thead>
<tr>
<th>Number of employees - as of June 2007</th>
<th>167</th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>Health &amp; Welfare Contribution (per 2006-2007 contract)</th>
<th>$10,136</th>
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<table>
<thead>
<tr>
<th></th>
<th>Total Compensation Calculation</th>
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<tbody>
<tr>
<td></td>
<td>$18,058,825 $ 953,506 $ 741,384 $ 76,680 $ 135,442</td>
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<tr>
<td></td>
<td>5.28% 4.53% 4.53%</td>
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</table>

Sub-Total Funds Available: $953,506

Total Funds Available for Salary Schedule and H&W Increases: 5.28% $953,506

### Cost Proposals

- Less: 7.5% for H&W (on Salary) $122,747 (1)
- Less: 4.53% for H&W $76,680 (2)
- Less: 7.5% for H&W (on H&W) $12,695 (3)

Total Cost Proposals: $212,122 1.17%

Balance Available for Salary Schedule Increases: $741,384 4.11%

Total Compensation Increase Available for Salary Schedule and/or H&W Contribution - On-Going TOTAL: $953,506 5.28%

Increase to be Applied to Salary Schedule: $741,384 4.53%

### Health & Welfare Contribution Calculation

- **2006-2007 Negotiated Total H&W Contribution @ $10,136 x 167** $1,692,712

Increase to 2007-2008 Total H&W Contribution - On Going Funds: $212,122

- **2007-2008 Negotiated Increase to Total H&W Contribution** $1,904,834

Number of Employees (2006 Adopted Budget Funded Positions): 167

**2007-08 Negotiated H&W Contribution** $11,406

### H&W Pool Balance Calculation - COCFA

- **2007-2008 H & W Estimated Cost**
  - Estimated Number of Employees 167
  - Estimated Health & Welfare Cost per Employee 2007-08 $10,196

- **Total H&W Cost - Estimated as of June 2006** $1,702,807

Estimated Number of Employees 167

**2007-2008 Contribution to Health & Welfare - On-Going Funds** $11,406

**Estimated Pool Balance 2007/08** $201,995

Offset by 2006-2007 Pool Balance Carryforward

**Total H & W Pool Balance ending 2007-2008 (Pending Outcome COCFA Vote)** $201,995

---

1) H & W Pool balance is one-time money, can only be used to offset current year H&W expense less current year negotiated District contribution x number of employees identified in Sept/Oct.

---

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### COCFA Total Compensation Calculation

**Fiscal Year 2008-2009**

(Includes all budgeted positions with step/column increases - All Funds)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>FT Salaries as of 5/22/08 Board Agenda - per contract</td>
<td>$17,099,169</td>
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<tr>
<td>Overload Salaries (2008-09 Tentative Budget)</td>
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<td>Summer Salaries (2008-09 Tentative Budget)</td>
<td>$701,000</td>
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<td>Winter Salaries (2008-09 Tentative Budget)</td>
<td>$311,330</td>
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<td>Coach's Compensation (2008-09 Tentative Budget)</td>
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<td><strong>Sub-Total Salaries</strong></td>
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<table>
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<tr>
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<tr>
<td>Number of employees - as of June 2008</td>
<td>195</td>
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<tr>
<td>Health &amp; Welfare Contribution (per 2007-2008 contract)</td>
<td>$11,406</td>
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<tr>
<td><strong>Total Salaries and Health and Welfare Contribution (Total Compensation)</strong></td>
<td><strong>$21,883,332</strong></td>
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<table>
<thead>
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<th>Description</th>
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<td><strong>Total Compensation Allocation</strong></td>
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**Cost Proposals**

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<tr>
<td>Least</td>
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<tr>
<td><strong>Total Cost Proposals</strong></td>
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**Balance Available for Salary Schedule Increases**

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<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td><strong>Total Compensation Increase Available for Salary Schedule and/or H&amp;W Contribution - On-Going</strong></td>
<td>$-</td>
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<tr>
<td><strong>TOTAL</strong></td>
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<td>Increase to be Applied to Salary Schedule</td>
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**Health & Welfare Contribution Calculation**

<table>
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<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>2007-2008 Negotiated Total H&amp;W @ $11,406 x 195</td>
<td>$2,224,170</td>
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<tr>
<td>Increase to 2008/2009 Total H&amp;W Contribution - On-Going Funds</td>
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<tr>
<td>2008-2009 Negotiated Increase to Total H&amp;W Contribution</td>
<td>$2,224,170</td>
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<tr>
<td>Number of Employees (2008 Tentative Budget Funded Positions)</td>
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<td>2008-09 Negotiated H&amp;W Contribution</td>
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**H & W Pool Balance Calculation - COCFA**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>2008-2009 H &amp; W Estimated Cost</td>
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<tr>
<td>Estimated Number of Employees</td>
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<tr>
<td>Estimated Health &amp; Welfare Cost per Employee (2008-09)</td>
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<td>(Benefit Premiums Cost / # of Employees - Based on 09/109 Census)</td>
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<tr>
<td>Total H&amp;W Cost - Estimated as of June 2008</td>
<td>$2,148,445</td>
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<td>Estimated Number of Employees (2008-09)</td>
<td>195</td>
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<tr>
<td>Contribution to Health &amp; Welfare - On-Going Funds</td>
<td>$11,406</td>
</tr>
<tr>
<td>Total 2008-2009 Contribution to Health &amp; Welfare</td>
<td>$2,224,170</td>
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<td>Estimated Pool Balance 2008/09</td>
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<td>Offset by 2007-2008 Pool Balance Carryforward</td>
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<td>Total H &amp; W Pool Balance ending 2008-2009</td>
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</table>

1) H & W Pool balance is one-time money, can only be used to offset current year H & W expense less current year negotiated District contribution x number of employees identified in Sept/Oct.

2) Total Compensation formula: negotiated increase is applied to the sum of current year budgeted wages and H & W District contribution (FY contribution rate per person x number of employees in Sept/Oct.)

3) Percentage increase on H & W Contribution part of Total Compensation can be used to purchase improvements to working conditions.
### COCFA Total Compensation Calculation
#### Fiscal Year 2010-2011

*(Includes all budgeted positions with step/column increases - All Funds)*

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>FT Salaries including all board approvals as of 6/1/10 - per contract</td>
<td>$17,119,702</td>
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<tr>
<td>Overload Salaries (2010-11 Tentative Budget)</td>
<td>$1,077,230</td>
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<tr>
<td>Summer Salaries (2010-11 Tentative Budget)</td>
<td>$912,538</td>
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<tr>
<td>Winter Salaries (2010-11 Tentative Budget)</td>
<td>$490,675</td>
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<td>Coach's Compensation (2010-11 Tentative Budget)</td>
<td>$87,850</td>
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<tr>
<td><strong>Sub-Total Salaries</strong></td>
<td><strong>$19,827,804</strong></td>
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<td>Number of employees - as of June 2010</td>
<td>189</td>
</tr>
<tr>
<td>Health &amp; Welfare Contribution (per 2009-2010 contract)</td>
<td>$11,406</td>
</tr>
<tr>
<td><strong>Total Salaries and Health and Welfare Contribution (Total Compensation)</strong></td>
<td><strong>$21,783,538</strong></td>
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<table>
<thead>
<tr>
<th>Total Compensation Allocation (One-Time Funds)</th>
<th>As a Percentage of Total Comp</th>
<th>Amount</th>
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<tbody>
<tr>
<td></td>
<td>0.80%</td>
<td>$175,000</td>
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<tr>
<td><strong>Cost of Step/Column Increases</strong></td>
<td>As a Percentage of Total Comp</td>
<td>1.19%</td>
</tr>
<tr>
<td></td>
<td>1.77%</td>
<td>$303,237</td>
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#### Cost Proposals

<table>
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<tr>
<th>Description</th>
<th>Amount</th>
<th>Percentage</th>
</tr>
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<tbody>
<tr>
<td>Total Compensation Increase Available for H&amp;W Contribution - One-Time</td>
<td>$175,000</td>
<td>0.80%</td>
</tr>
<tr>
<td>Less One-Time Funds to be Deposited to H&amp;W Pool</td>
<td>($175,000)</td>
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<tr>
<td>Balance Available for Salary Schedule Increases</td>
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<td></td>
</tr>
<tr>
<td>Increase to be Applied to Salary Schedule</td>
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#### Health & Welfare Contribution Calculation

<table>
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<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2009-2010 Negotiated Total H&amp;W Contribution @ $11,406 x 189</td>
<td>$2,155,734</td>
</tr>
<tr>
<td>Increase to 2009-2010 Total H&amp;W Contribution - On Going Funds</td>
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</tr>
<tr>
<td>2010-2011 Negotiated Increase to Total H&amp;W Contribution</td>
<td>$2,155,734</td>
</tr>
<tr>
<td>Number of Employees (2010 Tentative Budget Funded Positions)</td>
<td>189</td>
</tr>
<tr>
<td>Total 2010-11 Negotiated H&amp;W Contribution</td>
<td>$11,406</td>
</tr>
</tbody>
</table>

#### H&W Pool Balance Calculation - COCFA

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2010-2011 H &amp; W Estimated Cost</td>
<td></td>
</tr>
<tr>
<td>Estimated Number of Employees</td>
<td>189</td>
</tr>
<tr>
<td>Estimated Health &amp; Welfare Cost per Employee 2010-11</td>
<td>$12,284</td>
</tr>
<tr>
<td><em>(Benefit Premiums Cost/# of Employees - Based on 06/1/10 Census)</em></td>
<td></td>
</tr>
<tr>
<td>Total H&amp;W Cost - Estimated as of June 2011</td>
<td>$2,321,686</td>
</tr>
<tr>
<td>Estimated Number of Employees</td>
<td>189</td>
</tr>
<tr>
<td>2010-2011 Contribution to Health &amp; Welfare: On Going Funds</td>
<td>$11,406</td>
</tr>
<tr>
<td>Total 2010-2011 Contribution to Health &amp; Welfare</td>
<td>$2,155,734</td>
</tr>
<tr>
<td>Estimated Pool Balance at 6/30/11</td>
<td>$165,932</td>
</tr>
<tr>
<td>Offset by Pool Balance Carryforward at 6/30/10</td>
<td>$320,600</td>
</tr>
<tr>
<td>Offset by 2010-2011 Negotiated One-time Pool Deposit</td>
<td>$175,000</td>
</tr>
<tr>
<td>Total H &amp; W Pool Balance ending 6/30/11</td>
<td>$329,608</td>
</tr>
</tbody>
</table>

Refer to Appendix D: Total Compensation in the Collective Bargaining Agreement between Santa Clarita Community College District and College of the Canyons Faculty Association, CTA/NEA for the agreed upon definitions and parameters of Total Compensation.
## COCFA Total Compensation Calculation
### Fiscal Year 2011-2012

**Includes all budgeted positions with salary increases - All Funds**

- FT Salaries including all board approvals as of 6/1/11 - per contract: $17,087,272
- Overtime Salaries (2011-12 Tentative Budget): $1,077,230
- Summer Salaries (2011-12 Tentative Budget): $912,586
- Winter Salaries (2011-12 Tentative Budget): $430,675
- Coach's Compensation (2011-12 Tentative Budget): $68,821

**Sub-Total Salaries:** $19,566,336

- Number of employees - as of June 2011: 187
- Health & Welfare Contribution (per 2009-2010 contract): $1,146

**Total Salaries and Health and Welfare Contribution (Total Compensation):** $21,689,258

**Total Compensation Allocation (On-going):**

- As a Percentage of Total Comp: 0.77% \[ \times \] $188,113

### Health & Welfare Contribution Calculation

- 2010-2011 Negotiated Total H&W Contribution @ $11,146 x 187: $2,132,922
- Increase to 2010-2011 Total H&W Contribution - On-Going Funds: $168,113

**Total Compensation Increase Available for Salary Schedule and/or H&W Contribution – On-Going:**

- TOTAL: $188,113

### Health & Welfare Pool Balance Calculation - COCFA

- **2011-2012 H & W Estimated Cost**
  - Estimated Number of Employees: 187
  - Estimated Health & Welfare Cost per Employee 2011-12: $12,587
  - Benefit Premiums Cost / # of Employees - Based on 05/01/11 Census:
    - Total H&W Cost - Estimated as of June 2012: $2,343,282
  - Estimated Number of Employees: 187
  - 2011-2012 Contribution to Health & Welfare: $12,306

- **Total 2011-2012 Contribution to Health & Welfare:** $12,306

- **Estimated Pool Balance 2011-12:** $32,547
- **Offset by EXTENDED Blue Shield Premium Credit:** $35,000
- **Offset by 2010-2011 Pool Balance Carryforward:** $323,058

**Total H & W Pool Balance Ending 2011-2012:** $322,421

---

Refer to Appendix D: Total Compensation in the Collective Bargaining Agreement between Santa Clarita Community College District and College of the Canyons Faculty Association, CTA/NEA for the agreed upon definitions and parameters of Total Compensation.
APPENDIX F: MEMORANDUM OF UNDERSTANDING FOR CONTRACT NEGOTIATIONS

A. Introduction:
1. Both the District and the Association leadership have an interest in moving away from discussions regarding financial concerns and toward the academic success of our students. To that end this Memorandum of Understanding is being developed to provide the framework for a multiyear agreement on compensation while allowing for flexibility on “cost neutral” contract issues.
2. The District and the Association have a mutual interest in ensuring some level of stability when making long-range financial plans. However, it is well known that the community college system is not currently financially stable. Despite this, the District and the Association are willing to commit to costs above COLA that have not yet been earned by the District.
3. It is further understood that the District and the Association must do everything possible to serve students and maximize the potential to earn FTES. Both parties understand that winter intercessions, of between four and six weeks, are viable strategies for generating additional FTES. Consequently, if the winter intersession of 2006 is a successful endeavor, it is understood that future academic calendars (either traditional or compressed) will feature a 4 to 6 week winter intersession.

B. Total Compensation:
1. The District and the Association agree to a three-year, total compensation package:
   - 2005-2006 COLA plus 1.25%
   - 2006-2007 COLA plus 1.00%
   - 2007-2008 COLA plus .75%

In addition, the following is agreed to:
2. In 2005-2006 there will be a 4% adjustment to the salary scales (regular scale, winter, summer, and overload). The remaining funds (.23% and 1.25% of the Total Compensation base) will be dedicated to health and welfare costs. This will result in a per person on-going contribution to health and welfare of $8,619.
3. In 2006-2007 and 2007-2008 the salary scales noted above will be adjusted by the state sponsored COLA%. “Plus” amounts will be dedicated to health and welfare costs.
4. To create local stability, it is understood that this agreement will exclude any re-openers that would create any additional financial liabilities. (i.e., no new “cost” items would be negotiated for the 2006-2007 or the 2007-08 contracts).
5. In the event that health care costs are above the increases made available by this agreement, the H&W pool shortfall may be drawn from the total compensation base.
6. In the event that health care costs are below that which is made available by this agreement, the excess will be placed in a fund for future health and welfare costs.
7. It is in the mutual interest of the District and the Association to continue conversations with the health insurance broker to seek alternatives for health care coverage.

C. New and Replacement Unit Positions:
The following is agreed to:
1. The District will continue to maintain flexibility in hiring decisions. However, when viewing replacement of retired unit members as well as the addition of new full-time unit positions, it is understood that the proceedings of the Academic Staffing Committee will be characterized by a measured response to the educational mission, departmental program plans, community needs, and available funding.
2. As referenced under Article 21, any modifications to the Academic Staffing Committee’s procedures will be made with mutual consent of the District and the Academic Senate.
D. Retirement Incentive Package:
1. The District will offer a retirement incentive package.
2. To support the cost of this program, it is understood that the District and the Association will mutually agree on a minimum number of employees who must participate in this program.
3. Association members who wish to participate in this program must provide the District with a written intent to retire and participate in the program. This written statement must be received by the District no later than April 17, 2006 for retirement in June 2006 and April 16, 2007 for retirement in June 2007.
4. Members who participate in this package must retire no sooner that June 30, 2006, and no later than June 30, 2007. Eligible members who retire in the first window (by June 30, 2006) will receive $2,200 per year of service. Those who retire in the second window (from July 1, 2006 to June 30, 2007) will receive $2,000 per year of service. Other aspects of the retirement incentive will be agreed to in a separate MOU.
5. It is understood that the Association will not request an additional District-sponsored retirement incentive program until the 2009-2010 contract. It is further understood that the Association will not request the District to fund a state sponsored incentive until 2009-2010.

E. Workload and Workdays Article 12:
1. Agreement will be reached on the proposed revisions to the articles on Workday and Workloads.
2. It is agreed that, should the District and Association decide to "compress" the academic calendar, this article will be revisited for the purpose of developing language that is consistent with a modified calendar.

F. Health and Welfare Benefits Article 13:
1. Agreement will be reached on the proposed revisions to the article on Health and Welfare Benefits.
2. Included is a clearer definition of section 125 fringe benefit plans and maintenance of such plans and minor clean up language.

G. Analysis and Review of Operational Expenses
It is agreed that:
1. It is in the mutual interest of the District and the Association to ensure that limited resources are being used in an efficient manner that enhances the educational mission of the college.
2. The District and the Association agree to the formation of two ad hoc committees to review expenses, and to make recommendations for better and more efficient use of resources. One committee will focus on improving efficiency of the instructional operations, and the other committee will focus on unit member stipends/release time.

H. Committee One - Instructional Efficiency
1. Membership
   a. Unit members, appointed by the Academic Senate. It is recommended that the following be members of the committee:
      1) Curriculum Committee Chair, or designee
      2) At least one Adjunct faculty
      3) One member from each division
      4) Two at large members, appointed in consultation with the Association President
   b. Up to five administrators, appointed by the CEO, plus
   c. Ex-officio Resource members, for example
      1) V.P. Business Services
      2) Budget Coordinator
      3) Instructional Support Technician
2. Topics to be addressed in the final report
   a. Actual cost of instruction
   b. Methods to increase efficiency
c. Rational for class sizes
d. Review of departmental efficiency, with recommendations and goals as appropriate
e. Procedures for implementation of recommendations
f. Room utilization and class size
g. Additional topics as mutually agreed upon
h. Make annual recommendations on appropriate strategies and methods to achieve an overall 5% improvement in efficiency

3. Timeline
   a. Initial/draft report submitted to the Association by April 15th
   b. Final report presented to the Board of Trustees at their 2nd meeting in May

I. Committee Two – Stipends and Release Time

1. Membership
   a. Unit members, appointed by the Academic Senate. It is recommended that the following be members of the committee:
      1) One member from each division
      2) Two at large members, appointed in consultation with the Association President
   b. Up to five administrators, appointed by the CEO
   c. Ex officio members as appropriate

2. Topics to be addressed in final report
   a. Listing of all release time/stipends
   b. Actual cost of release time backfills
   c. For all release time/stipend positions
      1) Rationale
      2) Method of appointment

3) Term of release time/stipend
   d. Establish campus-wide procedures for renewing existing release times/stipends or instituting new positions. These procedures will include:
      1) Method of appointment
      2) Specific term and/or sunset provisions
   e. Recommendations for changes, consolidations, and or eliminations
   f. Additional topics as mutually agreed upon

Timeline
   a. Initial/draft report submitted to the Association by May 15
   b. Final report presented to the Board of Trustees at their 2nd meeting in June

District Representative

COCFA Representative
“[A] means to fostering an excellent faculty is for the college to have an evaluation policy and procedure that assesses the most important characteristics of an individual faculty member and provides encouragement for improvement.”

State Academic Senate publication, Accreditation: Evaluating the Collective Faculty

In the interest of promoting innovation, ensuring continued quality of instruction, and enhancing student success, we recommend that the following guidelines be considered for use when evaluating faculty teaching online.

These recommendations are not meant to abrogate the established role of faculty / department chairs in evaluating online instructors, nor should they contravene the evaluation process established through the collective bargaining process. These guidelines are meant to serve as a helpful tool in maintaining high quality instruction and promoting continual professional development.

Procedural Recommendations

1. Select a member from the department who has online teaching experience. If no member of the department has online teaching experience, seek an experienced online educator from the division to help conduct the evaluation. FLEX credit is available for an experienced online instructor who assists in the evaluation process.

2. Establish the type of online course (hybrid, 100% online, etc.). Establish what type of virtual classrooms / course management system the instructor is utilizing.

3. The evaluator should review the distance learning addendum for the course, paying particular attention to the descriptions of student-instructor and student-student contact.

4. Request permission to enter the evaluatee’s website(s) during a specified period of time, preferably a window of between one and three days, or the duration of a learning unit. No one other than the evaluator (and experienced online educator from the division who may be assisting the evaluator) should access the virtual classroom(s) with this user name and password.

5. The evaluatee should be encouraged to provide directions, emphasize features of the website, and otherwise guide the evaluator through the course website.

6. If the evaluatee wishes, he or she should be allowed to personally assist the evaluator in exploring the virtual classroom. This assistance may be provided in person, or via telephone, instant messaging, or other synchronous communication.

Helpful Questions for Evaluating Online Instruction

1. Do the course syllabus and calendar of assignments clearly reflect the pedagogy described in the course outline of record and distance learning addendum?

2. Are the assignments appropriate to and in keeping with the pedagogy described in the course outline of record and the distance learning addendum?

3. If the course is not offered via Blackboard, does the instructor provide clear and concise instructions on how to access the course?

4. Does the instructor provide clear and concise instructions about course navigation?
5. Does the instructor maintain effective student-instructor contact and student-student contact? (For example, timely feedback at discussion forums and via email, discussion board threads guided by the instructor's own comments.)

6. Is the website / virtual classroom easy to navigate? Are uploaded documents easy to open and read? Do web pages reflect standard design principles for navigation and readability?

7. Does the instructor employ a variety of assessment techniques?

8. Are the website documents, links, and other features updated and functioning appropriately?

9. Does the instructor provide clear and concise assignment instructions?

10. Is the website 508 compliant? (For example, images have alt tags, video & audio have accompanying text.)

11. Does the technology / virtual classroom being used facilitate student learning: critical thinking/reading, group discussion, and writing?

12. Do the activities and assignments prepare students to meet the course's Student Learning Outcomes?

13. Does the type and amount of work seem appropriate for the level and unit value of the class?
APPENDIX G-2: STUDENT EVALUATION SURVEY

College of the Canyons
Student Evaluation Survey

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

Please fill in marks like this:  ● not like this:  ●

Semester:  Year:  Course Title:  
Section #:  Instructor Name:  

A. Course Evaluation
1. Organization of course curriculum:

   a. Goals & objectives are clearly communicated to students.
      Strongly Agree  Agree  Neutral  Disagree  Strongly Disagree  Not Applicable
   
   b. Key points are conveyed successfully.
      Strongly Agree  Agree  Neutral  Disagree  Strongly Disagree  Not Applicable
   
   c. Material is presented in a logical order.
      Strongly Agree  Agree  Neutral  Disagree  Strongly Disagree  Not Applicable

2. Instructor’s behavior, performance, and classroom management:

   a. Instructor uses a variety of teaching methods to effectively deliver course material.
      Strongly Agree  Agree  Neutral  Disagree  Strongly Disagree  Not Applicable
   
   b. Instructor encourages students to engage in critical thinking.
      Strongly Agree  Agree  Neutral  Disagree  Strongly Disagree  Not Applicable
   
   c. Instructor conducts the class in a manner that establishes a good learning environment.
      Strongly Agree  Agree  Neutral  Disagree  Strongly Disagree  Not Applicable
   
   d. Instructor uses the entire class period efficiently and effectively.
      Strongly Agree  Agree  Neutral  Disagree  Strongly Disagree  Not Applicable

3. Instructor’s interpersonal skills:

   a. Instructor demonstrates a caring for student’s success.
      Strongly Agree  Agree  Neutral  Disagree  Strongly Disagree  Not Applicable
   
   b. Instructor demonstrates respect for students.
      Strongly Agree  Agree  Neutral  Disagree  Strongly Disagree  Not Applicable
   
   c. Instructor exhibits confidence in student’s ability to learn.
      Strongly Agree  Agree  Neutral  Disagree  Strongly Disagree  Not Applicable
   
   d. Instructor demonstrates sensitivity to student diversity.
      Strongly Agree  Agree  Neutral  Disagree  Strongly Disagree  Not Applicable

4. Class materials (textbooks, syllabi, etc.):

   a. The syllabus is well organized and easy to follow.
      Strongly Agree  Agree  Neutral  Disagree  Strongly Disagree  Not Applicable
   
   b. Class materials are useful resources in the course.
      Strongly Agree  Agree  Neutral  Disagree  Strongly Disagree  Not Applicable

Please continue to the reverse side

Student Evaluation Survey 9/06
5. Grading and assignments (exams, homework, quizzes, and other instruments for grading):

<table>
<thead>
<tr>
<th></th>
<th>Strongly Agree</th>
<th>Agree</th>
<th>Neutral</th>
<th>Disagree</th>
<th>Strongly Disagree</th>
<th>Not Applicable</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Instructor gives helpful</td>
<td>O</td>
<td>O</td>
<td>O</td>
<td>O</td>
<td>O</td>
<td>O</td>
</tr>
<tr>
<td>comments on assignments</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>completed by students.</td>
<td></td>
<td></td>
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<tr>
<td>b. Instructor clearly explains</td>
<td>O</td>
<td>O</td>
<td>O</td>
<td>O</td>
<td>O</td>
<td>O</td>
</tr>
<tr>
<td>methods of assigning grades.</td>
<td></td>
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<tr>
<td>c. Assignments and exams</td>
<td>O</td>
<td>O</td>
<td>O</td>
<td>O</td>
<td>O</td>
<td>O</td>
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<tr>
<td>relate closely to covered</td>
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<tr>
<td>material.</td>
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<td>d. Grading system is applied</td>
<td>O</td>
<td>O</td>
<td>O</td>
<td>O</td>
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<td>O</td>
</tr>
<tr>
<td>fairly.</td>
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</tr>
</tbody>
</table>

6. Level of course challenge:

<table>
<thead>
<tr>
<th></th>
<th>Strongly Agree</th>
<th>Agree</th>
<th>Neutral</th>
<th>Disagree</th>
<th>Strongly Disagree</th>
<th>Not Applicable</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Overall, the amount of</td>
<td>O</td>
<td>O</td>
<td>O</td>
<td>O</td>
<td>O</td>
<td>O</td>
</tr>
<tr>
<td>work required in this class is</td>
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<tr>
<td>fair.</td>
<td></td>
<td></td>
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<tr>
<td>b. Material is challenging,</td>
<td>O</td>
<td>O</td>
<td>O</td>
<td>O</td>
<td>O</td>
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<tr>
<td>yet mastery is attainable.</td>
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</tbody>
</table>

7. Overall rating of the class and instructor:

<table>
<thead>
<tr>
<th></th>
<th>Strongly Agree</th>
<th>Agree</th>
<th>Neutral</th>
<th>Disagree</th>
<th>Strongly Disagree</th>
<th>Not Applicable</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. I am learning a lot in this</td>
<td>O</td>
<td>O</td>
<td>O</td>
<td>O</td>
<td>O</td>
<td>O</td>
</tr>
<tr>
<td>class.</td>
<td></td>
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</tr>
<tr>
<td>b. I would recommend this</td>
<td>O</td>
<td>O</td>
<td>O</td>
<td>O</td>
<td>O</td>
<td>O</td>
</tr>
<tr>
<td>instructor to my friends.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>c. I can see the relevance of</td>
<td>O</td>
<td>O</td>
<td>O</td>
<td>O</td>
<td>O</td>
<td>O</td>
</tr>
<tr>
<td>this course to my life and/or</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>career.</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>d. I am glad I took this class.</td>
<td>O</td>
<td>O</td>
<td>O</td>
<td>O</td>
<td>O</td>
<td>O</td>
</tr>
</tbody>
</table>

8. Open-Ended Questions

Please respond to the following questions in the space provided below each item.

8. What I liked about this course or instructor.

9. What I did not like about this course or instructor.

10. Recommendations for improvement.

Thank you for your participation in this important survey!
College of the Canyons Student Evaluation Survey of Counseling Faculty

Dear Student:

The purpose of this survey is to obtain information on how we can improve the services provided by Counseling Faculty. To accomplish this, we are asking that you complete this survey and return it in the envelope provided. Your participation is voluntary and confidential. We greatly appreciate your assistance!

Semester: ________________________________    Year: ________________________________

Counselor Name: __________________________________________________________________

1. Organization of counseling appointment:

   a. Counselor asked questions to try to understand me.  O O O O O O
   b. Counselor helped me develop my academic & career goals.  O O O O O O
   c. Counselor was knowledgeable about Associate Degree, graduation, certificate and transfer requirements.  O O O O O O
   d. Counselor presented information in a way that made sense to me.  O O O O O O

2. Counseling skills:

   a. Counselor communicated clearly.  O O O O O O
   b. Counselor demonstrated effective listening skills.  O O O O O O
   c. Counselor helped me to clarify my concerns, goals, and objectives.  O O O O O O
   d. Counselor was friendly and made eye contact with me.  O O O O O O
   e. Counselor helped me understand my educational options.  O O O O O O
   f. Counselor encouraged me to make my own decisions.  O O O O O O

3. Counselor’s interpersonal skills:

   a. Counselor demonstrated a caring attitude.  O O O O O O

84
b. Counselor demonstrated respect for me. O O O O O O O

c. Counselor exhibited confidence in my ability to succeed. O O O O O O O

d. Counselor demonstrated sensitivity to my diversity. O O O O O O O

4. Counseling tools and resources:

<table>
<thead>
<tr>
<th>Strongly Agree</th>
<th>Agree</th>
<th>Neutral</th>
<th>Disagree</th>
<th>Strongly Disagree</th>
<th>Not Applicable</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Counselor provided websites for career, college, and/or major planning. O O O O O O O</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Counselor provided me with referrals to other campus resources. O O O O O O O</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>c. Counselor helped me develop an educational plan consistent with my objectives. O O O O O O O</td>
<td></td>
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</tr>
<tr>
<td>d. Counselor explained college policies and procedures. O O O O O O O</td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Overall rating of the counselor and counseling appointment:

<table>
<thead>
<tr>
<th>Strongly Agree</th>
<th>Agree</th>
<th>Neutral</th>
<th>Disagree</th>
<th>Strongly Disagree</th>
<th>Not Applicable</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. I learned a lot in this appointment. O O O O O O O</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. I would recommend this counselor to my friends. O O O O O O O</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. This counselor was someone I felt I could trust and would consult in the future. O O O O O O O</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>d. I can see the value of this counseling appointment to my life and/or career. O O O O O O O</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>e. I am glad that I scheduled this counseling appointment. O O O O O O O</td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

6. Number of counseling appointments with this counselor:

/O 1–3 O 4–6 O More than 6

7. Counselor reviewed strategies to help me with:

<table>
<thead>
<tr>
<th>Time Management</th>
<th>Decision Making</th>
<th>Stress Management</th>
<th>Study Skills</th>
<th>Career Exploration</th>
<th>Major / College Exploration</th>
<th>Personal Problem Solving</th>
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</tbody>
</table>

Open Ended Questions

Please respond to the following questions in the space provided below each item:

8. What I liked about this counseling appointment
9. **What I did not like about this counseling appointment**

__________________________________________________________________________________________________
__________________________________________________________________________________

10. **Recommendations for improvement**

__________________________________________________________________________________________________
__________________________________________________________________________________

*Thank you for your participation in this important survey!*
APPENDIX G-4: EVALUATION REPORT FOR FULL-TIME COUNSELING FACULTY
Santa Clarita Community College District
COLLEGE OF THE CANYONS
Evaluation Report
For
Full-time
Counseling Faculty

Counseling Faculty ___________________________ Evaluation Date ____________
Work Setting/Position _________________________________________________
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 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, college
       resources, college policies/procedures, programs/course offerings, and transfer
       requirements
   3 - Demonstrates an understanding of the material for the assignment
   5 - Does not appear to have an adequate background for the position

   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 apparent.
   5 - Demonstrates no evidence of preparation for the assignment and/or objectives not
       apparent.

   Comments: ___________________________________________________
   _______________________________________________________
C. Clear Written and Oral Communications

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 - Uses techniques and/or methods appropriate for meeting the department's goals and to the diversity of student learning styles.
3 - Uses limited, but adequate techniques and/or methods for the position.
5 - Uses techniques and/or method(s) that are inadequate to address the variety of students learning styles and to meet department goals.

Comments: ___________________________________________________
_____________________________________________________________

E. Organization of Appointment/Presentation

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

Comments: ___________________________________________________
_____________________________________________________________
F. Good Time Management

1 – Time is managed well
3 – Appointment/presentation goes beyond time allocated or necessary.
5 – No apparent awareness of time or poor use of time

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. Rapport with Students

1 – Understands student concerns by using active listening skills such as clarification, summarization, and paraphrasing
3 - Uses limited, but adequate, techniques to understand student concerns
5 - Does not attempt to understand student concerns

Comments: ______________________________________________________
______________________________________________________________
## I. Sensitivity to Student Needs

<table>
<thead>
<tr>
<th></th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 –</td>
<td>Responds to student with empathy and a friendly, helpful, approachable manner</td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td>3 –</td>
<td>Responds to student occasionally with empathy and with adequate approachability</td>
<td></td>
<td></td>
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<tr>
<td>5 –</td>
<td>Does not respond to the student with empathy, seems distant and not willing to help</td>
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</table>

Comments:__________________________________________________

___________________________________________________________

## J. Overall Assessment of Performance

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<th>1</th>
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<th>3</th>
<th>4</th>
<th>5</th>
<th>N/A</th>
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</thead>
<tbody>
<tr>
<td>1 -</td>
<td>Highest performance.</td>
<td></td>
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<td></td>
<td></td>
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<td>2 -</td>
<td>Good performance.</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>3 -</td>
<td>Average performance.</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>4 -</td>
<td>Below average performance.</td>
<td></td>
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<tr>
<td>5 -</td>
<td>Unsatisfactory performance.</td>
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</table>

Comments:__________________________________________________

___________________________________________________________
Evaluation of Additional Criteria:
Please include comments, if appropriate, concerning respect for students, respect for and communication with colleagues, cooperation/participation in achieving Counseling Department goals professional growth activities, relevant college-wide activities/committees, community involvement and/or student activities, and/or other professional responsibilities. Attach additional pages if needed.

________________________________________________________________
________________________________________________________________
________________________________________________________________

Signature of Evaluator

______________________________________________________________

Signature of Evaluatee

______________________________________________________________

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 reaction within ten working days of receipt of this evaluation report. The written statement will be filed with this classroom visitation report.

Administrative acknowledgement of receipt ______________________
## Initial Tenure Conference

### Preparation for Initial Meeting
(To be held within the first 3 weeks of the semester)

<table>
<thead>
<tr>
<th>Assure probationary faculty member has:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schedule initial conference</td>
</tr>
<tr>
<td>Assure all members to bring calendar</td>
</tr>
<tr>
<td>Remind all members to bring calendar</td>
</tr>
<tr>
<td>Bring copies of original job description</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Assure probationary faculty member has:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Course Outlines</td>
</tr>
<tr>
<td>Calendar</td>
</tr>
<tr>
<td>Prior self evaluation as applicable</td>
</tr>
</tbody>
</table>

### Suggested Agenda

I. Overview of Tenure Process

II. Review of previous self evaluation and/or goals for the current semester

III. Review course objectives

IV. Describe non-classroom related activities

V. Schedule class visitations and final conference for current semester

VI. Other
COLLEGE OF THE CANYONS
REPORT OF TENURE REVIEW COMMITTEE

Name of Faculty Member under review: ____________________________________________

Names of Committee Members:

Chair: ____________________________________________
Peer Evaluator: ___________________________________
Administration Evaluator: ___________________________________

Academic Year: ____________________  Semester: □ Fall  □ Spring
Semester  □ "0"  □ First  □ Second  □ Third  □ Fourth  □ Fifth  □ Sixth  □ Seventh  □ Eighth

□ The committee does not feel that a spring evaluation is required at this time. However, the committee reserves the right to conduct a spring evaluation if circumstances deem it necessary. (NOTE: spring evaluations are optional ONLY during the fourth, sixth and eighth semesters.)

Date of Semester review conference: ____________________________________________

Recommendations:

□ Continue, but with reservations
□ Not to rehire
□ The tenure review process should continue as outlined in the COCFA agreement.
(Chock below for appropriate contract)

<table>
<thead>
<tr>
<th>Semester of Evaluation:</th>
<th>FIRST SEMESTER (mid-year hires will have two “first” semesters):</th>
<th>SECOND SEMESTER (Spring):</th>
<th>THIRD &amp; FOURTH SEMESTERS: (2nd full year of employment):</th>
<th>FIFTH &amp; SIXTH SEMESTERS: (3rd full year of employment):</th>
<th>SEVENTH &amp; EIGHTH SEMESTERS 4th full year of employment):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recommendation:</td>
<td>One-Semester Contract</td>
<td>One-Year Contract</td>
<td>Two-Year Contract</td>
<td>(Continuation of contract)</td>
<td>Regular Contract (“Tenure”)</td>
</tr>
<tr>
<td>Spring semester</td>
<td>YES</td>
<td>YES</td>
<td>OPTIONAL</td>
<td>OPTIONAL</td>
<td>OPTIONAL</td>
</tr>
<tr>
<td>Evaluation?</td>
<td></td>
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</tr>
</tbody>
</table>

The following have been attached:

□ Committee Summary
□ Self Evaluation
□ Chair Evaluation
□ Peer Evaluation
□ Administrator Evaluation

Signature of Committee Chair ____________________________________________ Date __________

Date received in the Instruction Office:

Signature of Vice Provost, Instruction & Student Services ____________________________ Date __________

Recommendation sent to Superintendent-President: ____________________________ Date __________

Rev: 6/3/01
COMMITTEE SUMMARY

Date of Initial Conference: 

Review Conference: 

Descriptive summary of effectiveness in teaching and non-teaching assignments including suggestions for improvement, reference to student evaluation, self-evaluation, and a descriptive summary of the evaluator's participation in professional growth activities, relevant community involvement, committee assignments and student activities. Attach additional comments as necessary.

This evaluation was conducted according to the procedures of the collective bargaining agreement in effect as of the date of this document.

<table>
<thead>
<tr>
<th>Teacher Committee Chair</th>
<th>Date</th>
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<table>
<thead>
<tr>
<th>Peer Evaluator</th>
<th>Date</th>
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</table>

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

I have read the above evaluation report. I understand I have the right to submit a written dissenting opinion if I so choose.

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

Rev. 02/01
APPENDIX G-6: SABBATICAL APPLICATION

SABBATICAL APPLICATION
For the 2008-09 Academic Year
Please be as complete and thorough as possible, so that the committee will have a better understanding of your proposal. Failure to complete this form could delay the committee's consideration of your proposal.

PART ONE: IDENTIFICATION

NAME:

Hire Date When was your most recent sabbatical?

TITLE OF PROPOSAL:

DESCRIPTION: Please limit to 200 words or less:

Although not required by the contract, as a professional courtesy have you discussed this proposal with:

<table>
<thead>
<tr>
<th>Department Chair?</th>
<th>Division Dean?</th>
<th>Discipline colleagues?</th>
<th>Colleagues in related disciplines?</th>
</tr>
</thead>
</table>

What additional duties (e.g., Department Chair, release time, grant work) would be impacted by your sabbatical? What are some possibilities for completing those duties while you are on sabbatical?

<table>
<thead>
<tr>
<th>Non-classroom duties</th>
<th>Possible ways to cover these</th>
</tr>
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<td></td>
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</table>
PART TWO: CRITERION
There are two types of sabbaticals available: formal course work and independent study programs. Please indicate which form of sabbatical you are applying for.

Sabbaticals are approved based on the criterion detailed in the COCFA contract. Be sure that your application addresses those criterions.

PROGRAM OF FORMAL COURSE WORK

These sabbaticals are intended as formal course work in pursuance of an advanced degree, or to increase the unit member’s proficiency as a faculty member.

Formal course work must satisfy the following:

*Unit member must enroll in six (6) graduate semester [nine (9) quarter units] or twelve (12) undergraduate semester [eighteen (18) quarter].*

The application will indicate the program of courses to be undertaken, as well as the accredited institution that will offer the courses. The applicant must also provide a list of alternate courses if the approved courses are cancelled by the institution prior to the start of the sabbatical.

<table>
<thead>
<tr>
<th>Course Number</th>
<th>Course Title</th>
<th>Graduate Units</th>
<th>Semester Units</th>
<th>Institution</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

Proposed courses:

For formal coursework work outside of the unit member’s instructional discipline, the CIO must first determine that there is need of such supplemental study and approve the study program proposed by the unit member prior to submitting the application.

I have determined that there is need for such supplemental study, and I approve the study program as provided:

Signature __________________ Date _____________

Page 2 of 6
PROGRAM OF INDEPENDENT STUDY

A program of independent study OTHER than formal course work. These sabbaticals are intended as program of independent study other than formal class work.

Independent study programs must satisfy at least one of the following criteria:
   a) Pursuit of scholarly research, or creative project of a scope or nature not permitted through normal workload assignment, or
   b) Study or experience designed to improve teaching effectiveness or professional practice.

Please describe how your project meets this criteria:

PROJECT DESCRIPTION

If the proposed program is in a discipline outside of your regular discipline, the CIO must first determine that there is need of such supplemental program in that discipline.

I have determined that there is need for this independent study proposal, and I approve the study program as provided:

Chief Instructional Officer: ___________________________ Date: ___________________________
**PART THREE: INSTITUTIONAL GOALS**

The proposal must demonstrate relevance to either the current departmental program plan, or demonstrate relevance to a divisional or institutional goal as outlined in the District’s Strategic Plan:

<table>
<thead>
<tr>
<th>Check one</th>
<th>What is the stated goal?</th>
<th>How is your project linked to this goal?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Departmental goal</td>
<td>Divisional Goal</td>
<td>Institutional Goal</td>
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</table>
PART FOUR: BENEFITS

Describe, in detail, how this proposal will benefit students:

Describe, in detail, how this proposal will benefit your colleagues and/or the college:

What is your "action plan" for disseminating the sabbatical results with your COC colleagues.
**PART FIVE: TIMELINES:**

What a general timeline that you expect to follow in your project?

<table>
<thead>
<tr>
<th>Week</th>
<th>Probable typical activity</th>
<th>Objective</th>
<th>Benchmark</th>
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</thead>
<tbody>
<tr>
<td>1</td>
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<td>15</td>
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</tbody>
</table>
APPENDIX G-7: STATEMENT OF ABSENCE

Santa Clarita Community College District
STATEMENT OF ABSENCE
Contract and Regular Faculty

Instructions: Statement of Absence is due within 5 working days from date of return to work.

<table>
<thead>
<tr>
<th>Date of Absence</th>
<th>Absence Code</th>
<th>Class Section Number</th>
<th>Assigned Hours</th>
<th>Hours Absent</th>
<th>% Absent</th>
<th>Payroll Use Only</th>
</tr>
</thead>
<tbody>
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</table>

* Non-Instructional Faculty and Summer / Winter session absences are not based on %, but on actual hours absent.

Note: For Fall and Spring semesters, if some service is rendered on a service day and no assignments are missed, no sick time will be charged. However, if a proportion of an assignment is missed, then sick time should be charged proportionately for that day.

Codes: (S) Sick; (PN) Personal Neesessity (charged to Sick; 7 days maxiscal year); (JD) Jury Duty (attach summons); (B) Bereavement (up to 5 days) Relationship__________________; (U) Unpaid Absence; (O) Other** (includ explanation)

**Comments:__________________________________________________________

Employee Signature:_________________________________________ Date: _________________________

Name of Substitute (if approved and applicable)________________________

Dean Approval:_________________________________________ Date: _________________________

PAYROLL USE ONLY

SICK/PN

RETURN COMPLETED FORM TO DEAN

(Dean will forward to Payroll upon approval)

Distribution: White - Payroll; Yellow - Division; Pink - Employee

11/07

101
### Academic - Hourly Time Report

**Santa Clarita Community College District**  
**College of the Canyons**

**Instructions:** Print legibly in ink. Use full legal name. Shaded areas must be completed prior to processing. DO NOT combine months on one timesheet. Use separate timesheets for each month.

**It is VERY IMPORTANT** that you indicate at which campus your services were provided.

<table>
<thead>
<tr>
<th>DATE</th>
<th>TOTAL HOURS WORKED</th>
<th>OTHER ASSIGNMENT</th>
<th>SUBSTITUTE INFORMATION</th>
<th>CLASS CANCELLATION</th>
<th>CAMPUS</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

**If compensation comes from more than one account, indicate number of hours from each account.**

**Total Hours:** 0.00

I hereby certify that I have worked the total hours indicated above and request payment.

---

**Employee Signature**  
**Date**  
**Division Dean Signature**  
**Date**  

Please make a copy for your records.
APPENDIX H-1: FACULTY LOAD BANK APPLICATION

Santa Clarita Community College District

Faculty Load Bank Application

A completed and signed form is due to the Office of Instruction by the end of the first week of the semester in which the class begins.

Employee Name ______________________________ Employee ID # ______________________________

I request that my overload hours for the class(es) listed below be banked in lieu of receiving payment:

(Check one semester) ☐ Fall ☐ Spring 20 ______ Year

<table>
<thead>
<tr>
<th>Subject</th>
<th>Section #</th>
<th>Course Number and Title</th>
<th>Total Number of Hours/TLUs*</th>
<th>Banked TLUs/Hours **</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

* 1 Lecture Hour=1 TLU; 1 Science Lab Hour=.75 TLU; 1 Non-Science Lab Hour=.667 TLU.
For example, a unit member teaching 10 lecture hours (10 TLUs) and 10 science-lab hours (7.5 TLUs) may bank 17.5 - 15 - 2.5 TLUs.

** Non-instructional faculty will attach a detailed record of semester hours to be worked.

I understand that I cannot bank more than 6 TLUs (instructional) or 20% of total hours (non-instructional) during one (1) semester without prior approval of the CIO. In the event that any of the above classes are canceled or that I cannot complete the class, the agreement for that class will be canceled and I will be paid for any hours I taught. I understand that I may accumulate no more than the equivalent of one semester of load hours. Should a full-time unit member resign, retire, die, or otherwise separate from employment with the District, the total value of his/her accumulated banked hours shall be paid at the overload rate at which the time was banked to the unit member or his/her beneficiary(ies) in a timely manner.

Non-Binding Load Withdrawal Plan:

Employee Signature ______________________________ Date ________________

CIO Signature ______________________________ Date ________________

Distribution: Original - Payroll
              Copies - Human Resources
              - Instruction Office
              - Employee

For Payroll Services Use Only:
Date Received ______________ Pay Rate in Effect ______________

08/2008
APPENDIX H-2: REQUEST TO USE BANKED LEAVE

Santa Clarita Community College District

Request to Use Banked Leave

Complete and sign Section A of this form. This request is due to the Office of Instruction at least 90 days prior to the beginning of the semester.

SECTION A: Leave Request
Employee Name ____________________________ Employee ID # ____________________________

Check here if requested leave is for semester and is equal to 15 TLUs (instructional) or approximately 616 hours (non-instructional): 

Load Reduction: I request that ___ TLUs/hours from my banked TLUs/hours be used during the following semester:
(Check one semester)  Fall  Spring
20 _______ Year

If applying for load reduction,
(a) The unit member is not excused from responsibilities enumerated in Article I2.
(b) Load reductions in excess of 40% must be approved by the CIO or designee.
(c) Unit members on a load reduction may not work or be paid for an overload assignment.

If applying for banked load leave for one semester,
(a) A banked load of 15 TLUs or 616 hours is required for one (1) semester leave.
(b) Sabbatical leaves have priority over banked leaves.
(c) The District reserves the right to postpone approval of a request for utilization of a banked load if such utilization would jeopardize the educational program in the unit member’s discipline.
(d) The District also reserves the right to postpone approval of a request for utilization of banked load credit if a suitable replacement is not available, or if the replacement represents an added cost to the District.
(e) If a leave is denied, the unit member shall be granted the leave within four (4) semesters following the initial request.

Non-Binding Load Withdrawal Plan:

Employee Signature: ____________________________ Date: ____________________________

SECTION B: Leave Approval

□ Approved  □ Denied  Reason if denied: ____________________________

CIO Signature: ____________________________ Date: ____________________________

Distribution:  Original
Copies  Payroll
-Human Resources
-Instruction Office
-Employee

For Payroll Services Use Only:
Date Received ____________________________ Pay Rate in Effect ____________________________ 08/2008
MEMORANDUM OF UNDERSTANDING: ARTICLE 8: PROCEDURES FOR EVALUATION OF REGULAR (TENURED) FACULTY MEMBERS

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into this 17th day of June, 2009 between the Santa Clarita Community College District (hereinafter referred to as “District”) and the College of the Canyons Faculty Association, CTA/NEA (hereinafter referred to as “COCFA”).

Regarding Article 8 of the current agreement between the District and COCFA:

In order to be in compliance with current Title 5 regulations the following changes are agreed to regarding Article 8.A:

Every regular (tenured) faculty member in the District will be evaluated once every four three (43) 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.

In addition:

COCFA agrees that the faculty affected by this change shall be notified in writing by the District no later than July 31, 2009.
MEMORANDUM OF UNDERSTANDING: ARTICLE 13 (HEALTH AND WELFARE BENEFITS) & APPENDIX D (TOTAL COMPENSATION): POOL BALANCE CALCULATION – DENTAL IMPLANTS

MEMORANDUM OF UNDERSTANDING
between
The Santa Clarita Community College District
and
The College of the Canyons Faculty Association, CTA/NEA

This Memorandum of Understanding is made and entered into this 20th day of, 2010 between the Santa Clarita Community College District (hereinafter referred to as “District”) and the College of the Canyons Faculty Association, CTA/NEA (hereinafter referred to as “COCFA”).

Regarding Article 13 (Health and Welfare Benefits), and Appendix D (Total Compensation) of the current agreement between the District and COCFA:

It is agreed that per Appendix D – Pool Balance Calculation which states:

The H&W pool balance will be calculated by subtracting the estimated H&W cost from the negotiated H&W contribution for the entire pool, added to the pool balance carry forward from the previous year. If the resulting balance is positive, the amount will carry forward to the next year or be used for one-time expenses. If the balance is negative, this amount may carry over for one additional year at which time the balance must be brought to a positive amount, through total compensation negotiations.

that COCFA will use its current positive pool balance to purchase dental implant insurance in the amount of $5,199. As per Appendix D, this is a one-time expense covering dental implant insurance for the 2010/2011 year.

Signed: [Signature]

Cherie Choate, for COCFA

Signed: [Signature]

Michael Wilding, for SCCCD
MEMORANDUM OF UNDERSTANDING: ARTICLE 13 (HEALTH AND WELFARE BENEFITS)

Memorandum of Understanding
between COCFA and the Santa Clarita Community College District

For COCFA unit members retiring between May 1 and July 1, 2012, the District will maintain coverage for the health and welfare benefits, (health, vision, dental, life insurance) until September 30, 2012, at the level in effect at the time of retirement.

District Representative

COCFA Representative

Date 5-15-12

Date 5-15-12
SANTA CLARITA COMMUNITY COLLEGE DISTRICT
COLLEGE OF THE CANYONS

2010 – 2012 COCFA AGREEMENT

This Agreement made and entered into on January 13, 2013 by and between the Santa Clarita Community College District ("District") and the College of the Canyons Faculty Association ("Association") is as printed.

RATIFIED

COLLEGE OF THE CANYONS FACULTY ASSOCIATION

Nicole L. Faudree
COCFA Lead Negotiator

SANTA CLARITA COMMUNITY COLLEGE DISTRICT

Michael Wilding
Assistant Superintendent
Vice President, Student Services

Members of the 2010-2012 COCFA Negotiating Team:

Jennifer Brezina
Cherie Choate
Marlene Demerjian
Nicole (Lucy) Faudree
Joan Jacobson
Dence Pescarmona