**2018-2019 Part-time Academic Terms and Conditions Agreement**

First Name: «given\_names» Last Name: «surname»

Employee #: «emp\_number» Authorization #: «auth\_number»

Hourly Rate: $«hrly\_rate»/hour Hours per Week: «tot\_for\_wk»

Classification: «class\_name»

First Day: «first\_day» Last Day: «last\_day»

Prior to starting your assignment at the College, kindly review the Terms and Conditions below as well as the specifics of your workload. Please sign and date where indicated at the end of this document and return the signed copy to your department.

Note, the hourly rate for teaching assignments is related to actual teaching time only. However, in addition to your classroom/lab delivery, your compensation covers time spent in preparation, evaluation, assistance to students, course-related administrative duties. Furthermore, non-teaching, coordination, librarian, and counselor assignments shall be paid for the hours entered and approved on the payroll authorization(s). Any changes made to your workload/authorization must be approved in writing through the Additional Workload Approval Form in advance by your manager. The College reserves the right to change or cancel your workload at any time subject to the terms set out in this document and the Employment Standards Act (ESA).

If you meet the requirements of a partial-load employee as set out in the Academic Employees Collective Agreement, then certain terms of the Collective Agreement may apply to you. If the Collective Agreement applies and there is a conflict between this agreement and any of the applicable term(s) of the Collective Agreement, then the applicable term(s) of the Collective Agreement shall prevail.

The following Terms and Conditions will be in effect for all Part-time Academic Assignments given within the 2018-2019 Academic Year.

# Hours of Work and Rate of Pay

Your hourly rate has been calculated in accordance with the College Classification Plans for Academic Employees which is included in the Academic Collective Agreement, and in alignment with the following:

1. You will be compensated according to the hourly rate and hours/week specified above and/or the hours worked as specified in your Part-time Academic Time Report, which shall not be altered unless pre-approved in writing by your manager, payable on a bi-weekly basis by direct deposit to your financial institution.
2. Notwithstanding the above, it is understood that the hours approved on the payroll authorization(s) may change from time to time subject to operational needs and work availability where applicable.
3. You will have access to your paystub through the On-Line Payment Statement by using your network account unless otherwise indicated. All salary payments are subject to deductions required by law and to the deduction of Union Dues (partial-load employees only).
4. In the event of your being absent for any reason other than pre-arranged leave without pay, you will be required to inform your manager and complete the Part-time Academic Time Report form.

Additionally, you agree that the College is entitled to recover any overpayment that may have been made to you under this or any other contract between you and the College. You agree the College will be entitled to offset any such overpayment against any wages otherwise owed to you on the pay period following notice to you of the overpayment. Should your employment with the College come to an end prior to the repayment in full of any overpayment, you agree that any outstanding monies owing by you to the College arising from an overpayment will be deducted from any monies owing to you by the College, including final wages, outstanding vacation pay, termination and/or severance pay.

# Meetings

If the College requires you to attend a meeting outside of your regularly scheduled or contracted hours, you will be paid $25/hour for your attendance at such meetings.

# CAAT Pension Plan

As a Part-time Academic employee you are entitled to join the CAAT Pension Plan. Please visit the CAAT Pension website at https://www.caatpension.on.ca/en/members/part-time for details about the Plan. If you wish to join, it is your responsibility to review the material on the website and return the enrolment form obtained from the website to Human Resources. Your membership in the Plan will be governed by the terms and conditions of the Plan.

If you do not wish to join the Plan at this time, you may join the CAAT Pension Plan, subject to its terms, at any time during your employment.

# Vacation Pay/Statutory Holidays

 Vacation pay and public holiday pay are in compliance with the ESA. Regular Partial Load employees are provided with the greater benefit as determined by the Collective Agreement and the ESA.

As is outlined in the Academic Collective Agreement, vacation pay is included in the partial-load/instructor rates. In accordance with the *Employment Standards Act, vacation pay will be shown as a separate line on your pay stub.* You will receive public holiday entitlements pursuant to the *Employment Standards Act*. You agree that your accrued statutory vacation pay will be paid out each pay period. You further agree that the College will provide you with statutory holiday pay for statutory holidays that fall on a day that would not ordinarily be a working day for you or that fall on a day that you are on vacation, instead of providing you with a substitute day off with statutory holiday pay.

# Tuition Assistance:

If you have accumulated a total of at least six months of employment within the past three years at the College, you will qualify for Tuition Assistance for Algonquin College Courses, while actively employed. See Policy HR03: Tuition Assistance – Algonquin College Courses for further details. You understand this is a taxable benefit and will be added to your T4 statement.

# Other Employment/Additional Assignments

1. Prior to accepting this assignment for the term set out above, you must inform your department contact and/or direct manager of any assignments that you have or might have in the College that will coincide with the assignment outlined in this document as it might have implications on your employment status and classification.
2. During the term of this assignment, and prior to commencing another assignment or employment in the College, you must inform and obtain consent from your manager.

# Expenses/Travel

Should your duties require you to incur expenses and/or travel, you must obtain prior approval from your manager or such expenses will not be eligible for reimbursement. Be advised that any approved expenses will be reimbursed according to College policies and procedures.

# Policies and Directives

Algonquin College’s policies and directives have been developed to ensure the health, safety and security of all students, faculty and staff, and the proper and fair operation of the College as an academic institution and employer. You agree to review and to comply with the College’s policies and directives as well as stay informed on new and revised policies. Please access said documents through the College’s website at http://www.algonquincollege.com/policies/. Your failure to comply with any policy and/or directive of the College may result in disciplinary action up to and including dismissal. Your signature acknowledges that you had an opportunity to review the College’s policies and directives and to seek any clarification from the College’s Human Resources department.

# Intellectual Property

The ownership of any intellectual property developed by you while employed at the College is subject to the Algonquin College Directive on Intellectual Property (Directive/Policy RE05) available at http://www.algonquincollege.com/policies/policy/intellectual-property/. Please review your responsibilities under the Directive, as well the definition and ownership of intellectual property, prior to commencing your employment with the College.

# Conflict of Interest

1. You shall not engage in or become connected in any capacity, with the promotion, undertaking or carrying on of any activities, organizations, business or other employment that interferes with or would result in a conflict of interest or potential conflict of interest with your duties and responsibilities as an employee of the College.
2. As a Part-time Academic employee, engaged in an employee-employer relationship, (teaching or non-teaching) you cannot at the same time be engaged as an independent contractor with the College to facilitate, coordinate or provide non-teaching services for on-line courses through Distance Education.
3. Please refer to Conflict of Interest Policy/Directive HR12 available at <http://www.algonquincollege.com/policies/policy/conflict-of-interest/> for further information as to how to identify and immediately address conflicts of interest

# Duration of Employment and Termination

1. Your employment and this agreement shall terminate on the Last Day of employment as set out above without further notice to you unless terminated earlier by the College or by you as set out below. Your employment shall be considered as employment of a definite term or task for purposes of the Ontario *ESA*.
2. In its sole discretion, the College may terminate this agreement and your employment prior to the last day of employment set out above for any reason upon providing you with notice in writing or payment in lieu of notice, and severance pay (if applicable) as required by the *ESA*, along with any other entitlements required by the *ESA*. You acknowledge that the foregoing is in satisfaction of and inclusive of all common law and statutory entitlements including without limitation any right to reasonable notice of termination.
3. Notwithstanding the above provisions, the College may terminate your employment and this agreement for cause at any time without notice or payment in lieu thereof.
4. Notwithstanding the above provisions, if your employment continues beyond the last day of employment as set out above, then the College may terminate your employment in its discretion in accordance with the requirements of paragraph 11 ii. or iii. above, as applicable.

# Resignation

If you choose to leave the College during the term of this agreement, you agree to provide the College with at least two (2) weeks’ notice in writing of your intention to resign your employment with the College.

# Additional Teaching and Administrative Requirements

You agree to do the following during your employment with the College, and you agree that your failure to do so may result in discipline up to and including dismissal:

1. Follow the curriculum and objectives described in the College approved course outline(s), specifically:
	1. Teach the number of hours specified by the College approved timetable (at the hours specified in the timetable);
	2. Teach the course outline approved by the Chair of the department. This requirement includes following the method of evaluation prescribed by the course outline;
	3. Provide students with course section information (CSI) which specifies what topics will be taught in each class and what evaluation methods will be used;
	4. Manage the Learning Management System (LMS) sites and provide the information required by the College on those sites;
	5. Advise the coordinator responsible for the group in which they teach of any issues or problems with the delivery of the course as quickly as possible;
	6. Use the early warning system for students at risk;
	7. Return, or arrange for the return of, all assignments to the student who created them. Timely feedback to students is key to student success;
	8. Submit final exams to the departmental office at least one week prior to the exam date for printing;
	9. Provide the document used to calculate final marks at the end of the semester and/or to populate the Learning Management System (LMS) grade section;
	10. Submit grade reporting forms and Incomplete Failure forms on or before the date and time specified by the department; and
	11. Grade, or arrange for grading, any assignments that were granted an extension beyond the end of the semester.
2. Contact the School/Faculty regarding course materials, classroom, equipment, computer hardware, software, network accounts, passwords, and lab access pass prior to start of assignment;
3. Begin and end classes as scheduled;
4. Provide the department with as much notice as possible if you will be absent from class and provide a plan for scheduling make-up classes;
5. Attend any required preliminary, follow-up, promotion and student evaluation meetings (where applicable) as determined by the College;
6. Complete the required training modules for WHMIS (Workplace Hazardous Materials Information Systems) and AODA (Accessibility for Ontarians with Disabilities) within 2 weeks of the start of your assignment;
7. Ensure that course evaluations are carried out according to applicable College policy;
8. Regularly (at least once a week) use and monitor your Algonquin College email account as the College forwards important information to you at this email address; and
9. Return all materials, documents, lists, records, keys, computer programs, etc. as applicable which pertain to the College’s business to the department at the end of your assignment.

# General Provisions

1. Governing Law. This agreement shall be governed by and construed in accordance with the laws of Ontario, and shall be deemed to have been performed in Ontario. The courts of Ontario shall have exclusive jurisdiction to determine any action arising under this agreement.
2. Assignment. This agreement is an agreement for your personal services and is not assignable or transferable in any manner whatsoever by you. The rights which accrue to the College under this agreement shall pass to its successors or assigns and this agreement may be assigned by the College.
3. Amendment/Waiver. No amendment to this agreement shall be valid or binding unless set forth in writing and executed by both of the parties hereto. No waiver of any breach of any provision of this agreement shall be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, shall be limited to the specific breach waived.

In signing below, I acknowledge that I have read, understand and agree to the terms of employment as set out above. I have had the opportunity to obtain independent legal advice prior to signing this agreement and have either done so or chosen not to do so. I agree that the terms as set out above are fair and reasonable and that they accurately reflect the intentions of myself and Algonquin College.

**Employee Name:**

Signature: Date:

**Manager/Chair/Dean Name:**

Signature: Date: