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**ARTICLE XIV**

**FACULTY EVALUATION PROCEDURES**

A. Definitions of Terms Used in Faculty Evaluation Procedures

1. The authorized evaluators are: The appropriate vice president; division deans, immediate administrator for non-teaching faculty; other administrator(s) appointed by appropriate vice president; department chairpersons; peers selected according to the provisions of Section I (3).
2. A visitation evaluation is a specific observation of a faculty member's assigned activities by an authorized evaluator.
3. A consultation is a conference with a faculty member following an evaluation visitation. A consultation should (1) indicate areas of competence and (2) make specific suggestions for the improvement of teaching.
4. An evaluation is a periodic and specified formal judgment of a faculty member's performance. An evaluation (other than student) will be recorded on a standard College form and will be completed by the time designated on the evaluation schedule. Each authorized evaluator will contribute to a summary report regarding the evaluation activities of an individual faculty member.
5. Evaluation Terms  

The rating scale for use on standard college evaluation forms reflecting appropriate performance expectancies shall be the following:

  - 1 Superior performance, far above most others
  - 2 Performance above the expected
  - 3 Competent and adequate performance
  - 4 Performance needs improvement
  - 5 Not applicable/Insufficient data
6. Contract (Probationary) Faculty are those unit members in accordance with the Education Code.
7. Regular (Tenured) Faculty are those unit members in accordance with the Education Code.
8. Part-time (Hourly) Faculty are those unit members paid on an hourly basis.
9. Peer Faculty are those with whom one works on a continuing basis.
10. Conference An evaluation conference is a meeting in which evaluators discuss with the faculty member the results of the evaluation and announce their recommendations.

1 B. Teaching Faculty Performance Expectancies Upon employment at Mt. San Antonio College, on  
2 the premise that the College exists for the educational welfare of the students, a member of the  
3 faculty unequivocally accepts the following professional responsibilities:  
4

- 5 1. To be thorough in preparation for all class assignments.
- 6
- 7 2. To be regularly involved in staff and professional development activities in order to  
8 increase personal expertise in both subject matter and in teaching techniques.  
9
- 10 3. To develop and utilize effective pedagogical techniques in order to enhance the  
11 communication of ideas and promote optimal student learning, critical thinking, and  
12 performance skills.  
13
- 14 4. To cooperate with the department and colleagues in planning and implementing curricular  
15 and other educational projects.  
16
- 17 5. To teach subject matter in his/her areas of competence and in compliance with the current  
18 course outline.  
19
- 20 6. To adhere to ethical principles governing interactions with students and colleagues.  
21
- 22 7. To be prompt and regular in attendance at all class meetings and adhere to scheduled  
23 dismissal times.  
24
- 25 8. To be prompt and regular in attendance at all department, committee, and college-wide  
26 meetings.  
27
- 28 9. To prepare all records and reports accurately and completely.  
29
- 30 10. To submit records and reports to the proper offices within established deadlines.  
31
- 32 11. To be involved reasonably in the total program of the College, for example, college-wide  
33 committees, meetings, and student activities.  
34
- 35 12. To keep scheduled office hours and to fulfill hourly obligations as to presence on campus.  
36
- 37 13. To cultivate a supportive environment for the students.  
38
- 39 14. To be reasonably accessible to students.  
40

41 C. Special Assignments/Coaching Performance Expectancies Upon employment at Mt. San  
42 Antonio College, on the premise that the College exists for the educational welfare of the  
43 students, a member of the faculty unequivocally accepts the following professional  
44 responsibilities:  
45

- 46 1. To be thorough in preparation for all assignments.
- 47
- 48 2. To be involved in increasing expertise in both subject matter and performance techniques.  
49
- 50 3. To develop and utilize effective teaching and coaching techniques in order to enhance the  
51 communication of ideas to students and athletes.

- 1 4. To cooperate with the department and colleagues in planning and implementing  
2 curricular and other projects.
- 3
- 4 5. To teach and coach in his/her areas of competence and in compliance with the College  
5 policy and rules and regulations that govern specific areas of assignment.
- 6
- 7 6. To adhere to ethical principles governing interactions with students and colleagues.
- 8
- 9 7. To be prompt and regular in attendance at all practices, contests, conference,  
10 committee, and College-wide meetings.
- 11
- 12 8. To prepare all records and reports accurately and completely.
- 13
- 14 9. To submit records and reports to the proper offices on schedule.
- 15
- 16 10. To be involved reasonably in the total program of the College, for example, college-wide  
17 committees, meetings, and student activities.
- 18
- 19 11. To keep scheduled office hours and to fulfill hourly obligations as to presence on  
20 campus.
- 21
- 22 12. To cultivate open relationships with the community upon which effective communication  
23 depends.
- 24
- 25 13. To be reasonably accessible to students.
- 26
- 27 14. To develop and maintain a system of recruitment and retention of students and athletes  
28 in his/her area of assignment.
- 29
- 30 15. To be aware of the physical well being of students and athletes in his/her area.
- 31

32 D. Counseling Faculty Performance Expectancies Upon employment at Mt. San Antonio College,  
33 on the premise that the College exists for the educational welfare of the students, a member of  
34 the faculty unequivocally accepts the following professional responsibilities:

- 35
- 36 1. To be thorough in preparation for all duties including liaison, testing, and guidance class  
37 assignments.
- 38
- 39 2. To be involved in increasing expertise in counseling techniques and in knowledge of  
40 academic policies and current career information.
- 41
- 42 3. To develop and utilize effective techniques in educational, career, and personal  
43 counseling.
- 44
- 45 4. To cooperate with department and colleagues in counseling projects.
- 46
- 47 5. To provide competent counseling in compliance with College policies.
- 48
- 49 6. To adhere to ethical principles governing interactions with students and colleagues.
- 50
- 51 7. To be prompt and regular at all class, department, committee, and College-wide  
52 meetings, and to adhere to scheduled dismissal times.

- 1 8. To prepare all records and reports accurately and completely. To disseminate accurate  
2 information to students.
- 3
- 4 9. To submit records and reports to the proper offices on schedule.
- 5
- 6 10. To be involved reasonably in the total program of the College, for example, college-wide  
7 committees, meetings, and student activities.
- 8
- 9 11. To keep scheduled office hours and contractual hourly obligations.
- 10
- 11 12. To cultivate open relationships with the students upon which effective communication  
12 depends.
- 13
- 14 13. To be reasonably available to help and guide students beyond regular class and office  
15 hours.
- 16

17 E. Librarians Performance Expectancies

- 18
- 19 1. To be thorough in carrying out assigned duties as a librarian and as a supervisor of  
20 classified and student employees.
- 21
- 22 2. To be involved in increasing expertise in librarianship.
- 23
- 24 3. To develop and utilize effective communication techniques in order to enhance  
25 effectiveness in working with students, staff, and other faculty.
- 26
- 27 4. To cooperate with colleagues in planning and implementing library programs.
- 28
- 29 5. To follow established library procedures in carrying out assigned responsibilities.
- 30
- 31 6. To adhere to ethical principles governing interactions with students and colleagues.
- 32
- 33 7. To be prompt and regular in attendance at all class, department, committee, and  
34 College-wide meetings, and to adhere to scheduled dismissal times.
- 35
- 36 8. To prepare all records and reports accurately and completely.
- 37
- 38 9. To submit records and reports to the proper offices on schedule.
- 39
- 40 10. To be involved reasonably in the total program of the College, for example, college-wide  
41 committees, meetings, and student activities.
- 42
- 43 11. To keep scheduled office hours and to fulfill hourly obligations as to presence on  
44 campus.
- 45
- 46 12. To cultivate open relationships with the students upon which effective communication  
47 depends.
- 48
- 49 13. To be reasonably available to help and guide students beyond regular class and office  
50 hours.

1 F. Department Chair Performance Expectancies

- 2
- 3 1. Gathers, organizes and analyzes information and prepares reports in accordance with
- 4 established formats and timelines.
- 5
- 6 2. Participates in full-time faculty and staff recruitment, hiring, assignment, orientation and
- 7 evaluation processes.
- 8
- 9 3. Organizes and facilitates part-time faculty and staff recruitment, hiring, orientation,
- 10 assignment and evaluation processes.
- 11
- 12 4. Acts as the initial contact person for student communication/issues and facilitates
- 13 processes related to student requests.
- 14
- 15 5. Prepares department class schedules and faculty assignments in accordance with
- 16 established procedures and timelines, and submits to the division dean for review and
- 17 approval.
- 18
- 19 6. Facilitates curriculum development, review, revision and compliance in accordance
- 20 with established College procedures and timelines and State mandates.
- 21
- 22 7. Facilitates monthly department meetings and communication with department
- 23 members.
- 24
- 25 8. Represents the department at division, advisory and campus committee meetings.
- 26
- 27 9. Assists and advises the division dean and participates in matters pertaining to the
- 28 department.
- 29
- 30 10. Gathers, organizes, prepares and monitors department budget and maintenance
- 31 needs in accordance with department priorities and established College procedures
- 32 and timelines.
- 33
- 34 11. Performs such other duties and responsibilities as are mutually agreed to by the
- 35 department chair and the division dean.
- 36
- 37 12. Assists and advises the division administrators in the implementation of College policies
- 38 and procedures within the department.
- 39
- 40 13. Assists the division administration in articulation efforts for department programs.
- 41
- 42 14. Department chairs will be accessible to students and staff the week prior to the start of
- 43 the fall and spring semesters.
- 44

45 G. General Evaluation Principles and Procedures

- 46
- 47 1. The basic aim of evaluation is to improve professional effectiveness. Therefore,
- 48 information relating to a faculty member's strengths and weaknesses will be discussed
- 49 openly and frankly with the individual being evaluated.
- 50
- 51 2. Data supporting the completed evaluation document shall be readily available to the
- 52 parties in interest.
- 53
- 54 3. Observation of the faculty member's educational activities will be followed as promptly as
- 55 possible by consultation or written communication in order to discuss the observation.

- 1 4. Constructive criticisms and suggestions for improvement shall be specific, and if major  
2 inadequacies are found to exist, they will be followed by additional supportive  
3 assistance.  
4
- 5 5. In order to evaluate performance expectancies, all evaluators shall have the opportunity  
6 for classroom or other appropriate visitations.  
7

8 H. Evaluation of Contract (Probationary) Faculty  
9

10 **DEFINITIONS**

11  
12 The following definitions apply exclusively to contract (probationary) faculty and supersede  
13 other definitions in this Article if a conflict in meaning exists.  
14

- 15 1. Authorized Evaluators: Members of the Evaluation Team; The Chief Instructional  
16 Officer; The Chief Student Services Officer, the President or designees.  
17
- 18 2. Consultation: A meeting between a probationary faculty member and one or more  
19 authorized evaluators for the express purpose of discussing any aspect of the evaluation  
20 procedure affecting the probationary employee.  
21
- 22 3. Contract Period
  - 23
  - 24 a. First Contract: The first academic year employed under contract in a tenure-track  
25 position.  
26
  - 27 b. Second Contract: The second academic year employed under contract in a  
28 tenure-track position.  
29
  - 30 c. Third Contract: The third and fourth academic years employed under contract in a  
31 tenure-track position.
- 32 4. Evaluation Conference: A meeting in which authorized evaluators discuss with the  
33 probationary faculty member the results of the evaluation and announce their  
34 recommendations. The faculty member is to receive at the evaluation conference the  
35 following:
  - 36
  - 37 a. Copies of classroom visitations
  - 38
  - 39 b. Summary of student evaluations with a tally and all written comments
  - 40
  - 41 c. Summary of peer evaluations with a tally and all written comments
  - 42
  - 43 d. Copy of administrative evaluation
  - 44
  - 45 e. Final evaluation summary form
  - 46
  - 47 f. Portfolio evaluation form
  - 48
- 49 5. Evaluation Team: A team composed of management and tenured faculty that conducts  
50 the various elements of the evaluation process.  
51
- 52 6. Probationary Faculty Member or Probationary Employee: A faculty member hired into a  
53 tenure-track position who is working under his/her first, second or third contract.  
54

- 1           7.    Tenure-Track Position: A faculty assignment under contract that is not designated as  
2           hourly, specially-funded, nor charged against any probationary or tenured employees on  
3           full or partial leave from their regular assignments.  
4
- 5           8.    Visitation: A specific observation of a probationary faculty member's assigned activities  
6           by an authorized evaluator. If the instructor is teaching a short-term course, a completed  
7           agreement must be signed by the probationary faculty member and division  
8           administrator to amend visitation periods. The agreement is to be completed by week  
9           four (4) of the evaluation period.  
10
- 11          9.    Portfolio: In year one (1), a document consisting of a sampling of lesson plans/lecture  
12          notes, quizzes, exams, projects and handouts, as well as a copy of exams and course  
13          syllabi for each class, evidence of professional activities, and other appropriate  
14          documents as required by the evaluation team. In year two (2), a document consisting  
15          of all of the materials required in year one, a copy of final exams for each preparation  
16          from the previous year, plus a Year-End Report that details year one and a Self-  
17          Evaluation for year one. For faculty with special assignments (librarians, counselors,  
18          and coaches), the portfolio shall consist of a sampling of materials used for the special  
19          assignment.  
20

## 21    **PROCEDURES**

22  
23    The procedure for evaluating probationary faculty is a four-year program. Evaluation is continual  
24    throughout the probationary period. Either a first, second or third contract period evaluation may  
25    result in one of the following recommendations: 1) employ for the subsequent contract period; 2)  
26    grant tenure; or 3) not to employ for the subsequent academic year.  
27

28    The division dean or associate dean/director for teaching faculty and the immediate administrator for  
29    other faculty members are responsible for ensuring the completion of the evaluation process. An  
30    evaluation team's composition shall be management and tenured faculty to conduct the evaluation  
31    process. If by the end of the third (3rd) week of the fall semester, less than two faculty have been  
32    selected by the department to serve on a particular team, the appropriate administrator shall appoint  
33    tenured faculty from within the division so that at least two (2) faculty serve on the team. A reduction  
34    or change in a team's composition during a contract period shall not, in and of itself, invalidate that  
35    particular evaluation process.  
36

37    For probationary faculty, a rating of "does not meet the standard" in any category may be sufficient  
38    grounds for not recommending retention.  
39

### 40    1.    First Contract Period

#### 41           First Probationary Year

42  
43    The evaluation team shall be responsible for completing a summary evaluation report of the  
44    probationary employee. The report shall be based on information gathered from evaluation  
45    visitation(s), student evaluations, peer evaluations from a broad spectrum of peers approved  
46    by the evaluation team, administrative evaluation, and the portfolio which shall include a  
47    sample of lecture/laboratory notes for each preparation and a copy of an exam and quizzes for  
48    each preparation. Classroom visitation(s) shall occur for each preparation sometime during  
49    weeks 1-6. Any rating of "does not meet the standard" will result in an evaluation team  
50    meeting with the probationary faculty member by the end of the 8<sup>th</sup> week and will include  
51    prescriptive comments. A second round of classroom visitations may occur sometime during  
52    weeks 9-14. Student evaluations shall be completed by the end of the 14<sup>th</sup> week. The portfolio  
53    is due by the end of the 14<sup>th</sup> week. The final evaluation conference shall occur not later than  
54    the end of the fall semester. The purpose of the final evaluation conference is to discuss with  
55

1 the probationary employee the results of the evaluation and announce the team's  
2 recommendation. The evaluation team shall determine what additional evaluation activity shall  
3 occur during the spring semester. All prescriptive comments must be addressed in writing by  
4 the faculty member before completing the following year's evaluation.  
5

6 2. Second Contract Period

7  
8 Second Probationary Year  
9

10 The evaluation team shall be responsible for completing a summary evaluation report of the  
11 probationary employee. The report shall be based on information gathered from classroom  
12 visitation(s), student evaluations, peer evaluations from a broad spectrum of peers approved  
13 by the evaluation team, administrative evaluation, and the portfolio which will include the Year-  
14 End Report of Accomplishments and the Self-Evaluation Report, any new course/program  
15 material and a copy of final exams for each preparation from the previous year. All prescriptive  
16 comments must be addressed in writing by the faculty member before completing the following  
17 year's evaluation.  
18

19 Classroom visitations shall occur for each preparation no later than the 14th week of the fall  
20 semester. The evaluation conference(s) shall occur not later than the end of the fall semester.  
21 The purpose of the evaluation conference is to discuss with the probationary employee the  
22 results of the evaluation and announce the team's recommendation. The evaluation team shall  
23 determine what additional evaluation activity shall occur during the spring semester.  
24

25 3. Third Contract Period

26  
27 Third Probationary Year  
28

29 The evaluation team shall be responsible for completing a summary evaluation report of the  
30 probationary employee. The report shall be based on information gathered from classroom  
31 visitation(s), student evaluations, peer evaluations from a broad spectrum of peers approved  
32 by the evaluation team, administrative evaluation and the Year-End Report of  
33 Accomplishments and Self-Evaluation Report. It is not mandatory at this point in the  
34 evaluation process to visit each preparation. Classroom visitation(s) shall occur before the  
35 winter recess. The faculty member is required to provide a response to prescriptive comments  
36 when appropriate. The evaluation conference(s) shall occur not later than the end of the  
37 spring semester. The purpose of the evaluation conference is to discuss the results of the  
38 visitation and other relevant evaluation information. All prescriptive comments must be  
39 addressed in writing by the faculty member before completing the following year's evaluation.  
40

41 Fourth Probationary Year  
42

43 The evaluation team shall be responsible for completing a summary evaluation report of the  
44 probationary employee. The report shall be based on a summary of all annual evaluations  
45 completed during the probationary period including the Year-End Report of Accomplishments  
46 and Self-Evaluation Report. It is not mandatory at this point in the evaluation process to visit  
47 the classroom. The faculty member is required to provide a response to prescriptive  
48 comments when appropriate. The evaluation conference shall occur not later than the end of  
49 the fall semester. The purpose of the evaluation conference is to discuss with the probationary  
50 employee the results of the evaluation and announce the team's recommendation. All  
51 prescriptive comments must be addressed in writing by the faculty member prior to the end of  
52 the school year.

1 4. Submission of Recommendation

2  
3 For each contract period the evaluation team shall submit its recommendation to the  
4 appropriate vice president. A simple majority of the team members shall determine the team's  
5 recommendation. If the vice president agrees with the team's recommendation, it shall be  
6 forwarded to the President. If the President does not support the team's recommendation, the  
7 President and the team shall meet in an attempt to resolve the disagreement. If the  
8 disagreement is not resolved, the President shall decide what recommendation shall be  
9 submitted to the Board.

10  
11 If the vice president does not support the team's recommendation, the vice president and the  
12 team shall meet in an attempt to resolve the disagreement. If the disagreement is not  
13 resolved, the President shall review the matter and decide what recommendation shall be  
14 submitted to the Board.

15  
16 If the evaluation team is equally split on what recommendation to submit, the Vice President,  
17 Human Resources or designee, shall meet with the team in an attempt to mediate an  
18 agreement. If the mediation does not result in an agreement by a simple majority of the  
19 evaluation team, the Vice President, Human Resources shall review the matter and forward a  
20 recommendation to the President who will decide what recommendation shall be submitted to  
21 the Board.

22  
23 5. Appeal Procedure

24  
25 During a first, second or third contract period, a probationary faculty member may appeal a  
26 recommendation for not rehiring in accordance with the provisions of state law.  
27

28 **EVALUATION GRIEVANCE PROCEDURES**

29  
30 The following grievance procedures apply solely to probationary faculty members who have been  
31 denied reappointment or tenure.  
32

33 1. GENERAL PROVISIONS

34  
35 A "grievance" is a formal written allegation that the District, in a decision not to offer a  
36 probationary faculty member a second or third contract, violated, misinterpreted, or misapplied  
37 any of its policies and procedures concerning the evaluation of the probationary faculty  
38 member.  
39

40 A "grievance" is also a formal written allegation that the District, in a decision denying tenure to  
41 a probationary faculty member employed under a third contract, acted unreasonably or  
42 violated, misinterpreted, or misapplied, any of its policies and procedures concerning the  
43 evaluation of the probationary faculty member.  
44

45 A "grievant" is a probationary faculty member denied reappointment or tenure or the exclusive  
46 bargaining representative on behalf of such faculty member.  
47

48 A "working day" is any day Monday through Friday on which the Mt. San Antonio College  
49 Administrative Offices are open for business.  
50

51 2. PROCEDURES

52  
53 Level One

54  
55 Within twenty (20) working days of receiving the Board's official written notice, the grievant

1 must present his/her grievance in writing to the appropriate vice president. The grievance shall  
2 (a) be specific, (b) contain a synopsis of the facts supporting the allegation, (c) identify the  
3 specific policy or procedure of the Evaluation Procedure which has allegedly been violated, (d)  
4 contain the date of the alleged violation, (e) state the remedy requested, and (f) be signed by  
5 the grievant.  
6

7 The vice president shall communicate his/her decision to the employee in writing within ten  
8 (10) working days after receiving the grievance. If the vice president does not respond within  
9 the time limits, the grievant may appeal to the next level. Within the above time limits, either  
10 party may request a personal conference.  
11

### 12 Level Two - Arbitration

13  
14 If the grievant is not satisfied with the disposition of the grievance at Level One or if no written  
15 decision has been rendered within ten (10) working days after submission of the grievance to  
16 the vice president, the grievant may, within an additional five (5) working days, request in  
17 writing to the Association that the grievance be submitted to arbitration.  
18

19 The exclusive representative shall have no duty of fair representation with respect to taking  
20 any of these grievances to arbitration, and the employee shall be entitled to pursue a matter to  
21 arbitration with or without the representation by the exclusive representative. However, if a  
22 case proceeds to arbitration without representation by the exclusive representative the  
23 resulting decision shall not be considered a precedent for purposes of interpreting tenure  
24 procedures and policies, or the collective bargaining agreement, but instead shall affect only  
25 the result in that particular case. When arbitrations are not initiated by the exclusive  
26 representative, the district shall require the employee submitting the grievance to file with the  
27 arbitrator or the Vice President, Human Resources adequate security to pay the employee's  
28 share of the cost of arbitration.  
29

30 The grievant and the District shall attempt to agree upon an advisory arbitrator. If no  
31 agreement can be reached, they shall request the State Conciliation Service to supply a panel  
32 of five (5) names of persons experienced in hearing grievances in public schools. Each party  
33 shall alternately strike a name until only one name remains. The remaining panel member  
34 shall be the advisory arbitrator. The order of the striking shall be determined by lot. If the  
35 arbitrator will not be available within sixty (60) days, the parties shall secure another list and  
36 repeat the selection.  
37

38 The arbitrator shall be without power to grant tenure, except for failure to give notice on or  
39 before March 15 pursuant to subdivision (b) of Education Code Section 87610. The arbitrator  
40 may issue an appropriate make-whole remedy, which may include, but need not be limited to,  
41 back pay and benefits, reemployment in a probationary position, and reconsideration.  
42 Procedures for reconsideration of decisions not to grant tenure shall be agreed to by the  
43 governing board and the exclusive representative of faculty pursuant to state law.  
44

45 The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the  
46 terms of this Agreement, but shall determine only whether or not there has been a violation of  
47 the Evaluation Procedures of this Agreement in the respect alleged in the grievance. The  
48 decision of the arbitrator shall be based solely upon the evidence and arguments presented to  
49 him/her by the respective parties in the presence of each other and upon arguments presented  
50 in briefs. The arbitrator shall consider and decide only on the specific issues submitted in  
51 writing and shall have no authority to make a decision on any other issue not so submitted.  
52

### 53 Arbitrator's Decision, Board Review

54  
55 The arbitrator's decision will be in writing and will set forth all findings of fact, reasoning and

1 conclusions on the issues submitted. The arbitrator will be without power or authority to make  
2 any recommendation which requires the commission of any act prohibited by law or which  
3 violates the terms of this Agreement. The arbitrator in no case shall make any  
4 recommendation inconsistent with District duties, responsibilities or obligations as such are  
5 prescribed in state or federal law. However, it is agreed that the arbitrator is empowered to  
6 include in the arbitrator's recommendation such financial reimbursement or other remedies as  
7 is judged to be proper except that in settlement of any grievance resulting in retroactive  
8 adjustment, such adjustment shall be limited to the date of signing of the Agreement. The  
9 decision of the arbitrator will be submitted to the Board, the President of the College, the  
10 grievant and the Association.

11  
12 The decision of the arbitrator within the limits herein prescribed shall be in the form of a  
13 recommendation to the Board of Trustees. If grievant files a request to the Board to undertake  
14 review of the advisory decision within ten (10) working days of its issuance, the Board shall  
15 then undertake review of the entire hearings record and briefs. The Board may also, if it  
16 deems it appropriate, permit oral arguments by representatives of the parties, but only in the  
17 presence of one another. In such case, the Board shall render a decision on the matter within  
18 thirty (30) working days after receiving the arbitrator's decision. Such decision shall be final  
19 and binding on all parties. If the Board does not render a decision within the time specified, it  
20 shall be deemed to have adopted the decision reached at Level One.

21  
22 In a case where the arbitrator's recommendation sustains the grievant, but the Board  
23 subsequently fails to accept such recommendation and instead modifies or reverses the  
24 arbitrator's decision, and the grievant later files a judicial action against the District for breach  
25 of the Agreement, the District shall not assert as a defense that the grievant's utilization of the  
26 grievance and arbitration procedure was the only proper remedy for resolution of the  
27 grievance. In all other cases, the grievance and arbitration procedure described above is to be  
28 the Association's and unit members' sole and final remedy for any claimed breach of this  
29 Agreement which is covered by the grievance procedure.

30  
31 I. Evaluation of Regular Faculty

32  
33 Faculty evaluation is a three-year process and is the responsibility of the individual faculty  
34 member. The process will consist of student evaluations (first year), classroom visitations  
35 (second year), and the submittal of a Year-End Report of Accomplishments and the Self-  
36 Evaluation Report (each year). The division dean, with the assistance of department chairs, will  
37 establish a three-year rotational list for all faculty in the division. Only those faculty included on  
38 the first year list will begin the evaluation process during the Fall 2001 semester.

- 39  
40 1. Self-Evaluation: Each member of the regular faculty shall submit the Year-End Report  
41 of Accomplishments and Self-Evaluation Report that includes goals and objectives by  
42 June 1<sup>st</sup> of each year.  
43  
44 2. Student Evaluation: During the first year of the evaluation process the faculty member  
45 will administer at least one student evaluation for each preparation. A summary of the  
46 student evaluations will be prepared by the faculty member and submitted as part of  
47 the Self-Evaluation Report to the Division Dean.  
48  
49 3. Peer Evaluation/Classroom Visitation: The peer evaluation team will include a  
50 minimum of two faculty members selected by the individual faculty member being  
51 evaluated. These faculty will be responsible for classroom visitations which will be  
52 completed during the second year of the evaluation process. A summary of the  
53 classroom visitations will be prepared by the faculty member and submitted as part of  
54 the Self-Evaluation Report to the Division Dean.  
55

1 4. Administrative Evaluation: The faculty member will meet with the division dean or  
2 designee by March 15<sup>th</sup> of the third year. Prior to this meeting the faculty member will  
3 have submitted to the division dean a report of the three-year evaluation process,  
4 which will include a summary of the self, student, and peer evaluations (classroom  
5 visitations). During the evaluation meeting the division dean will comment on the  
6 report and appropriate performance expectations. The combined documents (self-  
7 evaluation reports from each of the three years and the administrative evaluation)  
8 constitute a complete evaluation report and one copy shall be placed in the faculty  
9 member's personnel file and the faculty member shall retain one copy.

10  
11 5. Repetition of Evaluation

12  
13 If the faculty member does not meet the standards in the appropriate performance  
14 expectancies listed in this Article, an evaluation consultation shall be held with the  
15 division dean and shall be repeated annually until the standard is met.

16  
17 J. Special Evaluation

18  
19 Notwithstanding Sections H and I above, a special evaluation may be conducted whenever the  
20 administrator has cause to believe that the employee is not meeting the job expectancies set  
21 forth in Sections B-E of this article. It is the responsibility of the administrator to thoroughly  
22 investigate the complaint to validate the allegation prior to the initiation of the Special  
23 Evaluation Process. In such situations, the appropriate administrator (generally the dean) will  
24 determine the appropriate method and scope of the evaluation. The evaluation process, as  
25 determined by the administrator, may include, but is not limited to, such methods of review as  
26 student evaluations, peer evaluations, administrative evaluations and/or classroom/worksite  
27 visitations. Special evaluations will be conducted in conformance with the principles set forth in  
28 Section G of this article. Whenever possible, all such evaluations will be conducted by College  
29 employees.

30  
31 The administrator will notify the employee in writing of the special evaluation (including the  
32 evaluation process to be used and expected time frame), of any job expectancies that are not  
33 being met and of any classroom or worksite visitations in advance. The faculty member will be  
34 provided with clearly identified prescriptive comments and guidelines regarding the expected  
35 outcome of the special evaluation process. The faculty member will be informed of his/her  
36 right to Faculty Association representation from the inception of a Special Evaluation, as  
37 identified in Article V. The faculty member shall be entitled to Association representation in any  
38 and all meetings in which discipline may result.

39  
40 K. Evaluation of Department Chairpersons

41  
42 Department chairpersons are evaluated both as a teaching faculty member and as a  
43 department chairperson. Their evaluation as a teaching faculty member will comply with  
44 Section H or I of this Article.

45  
46 Their evaluation as a department chairperson will be conducted on a yearly basis (no later than  
47 the end of the Fall semester). The division dean or immediate administrator will prepare and  
48 complete the form "Department Chairperson Evaluation Report". One copy of this report shall  
49 be placed into the department chairperson's personnel file, and one copy shall be provided to  
50 the department chairperson. Included in this evaluation are:

51  
52 1. Self-Evaluation: Continuing self-evaluation is a characteristic of a professional person.  
53 Each department chairperson shall examine his/her own performance, including the  
54 establishment of goals for his/her professional growth, and will seek ways to become  
55 more effective in his/her work with students and colleagues.

1  
2 The chairperson shall also solicit evaluation from faculty who are members of that  
3 department. Interested parties who wish to comment on the effectiveness of any  
4 chairperson may forward their comments to the chairperson for consideration in his/her  
5 self-evaluation. All of these forms and comments are the confidential property of the  
6 faculty member concerned.  
7

- 8 2. Administrative Evaluation: Each year an evaluation meeting will be held with the  
9 department chairperson and his/her division dean or immediate administrator at which  
10 time information will be presented regarding the results of the self-evaluation process  
11 including the agreed upon goals and objectives.  
12

13 The division dean or immediate administrator will prepare a single report incorporating  
14 an evaluation of the self-analysis and those performance expectancies listed under  
15 Section F of this Article germane to the responsibilities of a department chairperson.  
16 One copy of this report shall be placed in the department chairperson's personnel file,  
17 and the department chairperson shall retain one copy.  
18

19 L. Evaluation of Hourly and Partial Contract Professors  
20

- 21 1. Evaluation of hourly and partial contract professors is the responsibility of the division  
22 dean; Assistant Vice President, Community and Non-Credit Education; Director,  
23 Community Education & Services; the department chairpersons; and other  
24 administrators assigned by the Chief Instructional Officer or the Chief Student Services  
25 Officer.  
26
- 27 2. Evaluation shall be reported in accordance with the performance expectancies listed in  
28 Section B which are observable by the various evaluators and which are appropriate to  
29 the assignment as an hourly professor, particularly items 1, 3, 5, 6, 7, 9, 10, 13,14.  
30
- 31 3. The evaluation of hourly and partial contract professors will be conducted on a three-  
32 year cycle. An hourly summary evaluation form will be completed by the department  
33 chair or designee each year of the evaluation cycle (Appendix H-H). The division dean,  
34 with the assistance of department chairs, will establish a three-year rotational list for all  
35 hourly and partial contract faculty in the division. The process will consist of classroom  
36 visitations and student evaluations administered by the designated evaluator. For faculty  
37 with rehire rights, student evaluations will be administered by the faculty member. All  
38 new (first-time), part-time faculty must begin the process during the first semester of  
39 employment. Visitations will be conducted by the division dean or designee during the  
40 first year of the evaluation process. A summary of the student evaluations and  
41 classroom visitations will be discussed with the faculty member by the division dean or  
42 designee. The second and third year will consist of student evaluations and visitations  
43 when appropriate. During each year of the evaluation process, the faculty member may  
44 submit a Year-End Report of Accomplishments and Self-Evaluation Form.  
45
- 46 4. Hourly and partial contract professors will be evaluated on the Classroom Visitation  
47 Evaluation form (Appendix H).  
48
- 49 5. A performance review meeting will be scheduled between the faculty member and the  
50 division dean or designee during the first semester of employment.  
51
- 52 6. This section shall not apply to contract and regular faculty on overload assignment  
53 except that such assignments may be incorporated in evaluations described in Sections  
54 G and H in this Article.

1 M. Surveillance

2  
3 In the evaluation process, faculty shall be free from any and all forms of electronic or other  
4 listening or recording devices, except with his/her express and non-continuing consent.  
5

6 N. Non-Discrimination

7  
8 This evaluation process shall be directed solely to the professor's effectiveness in the faculty  
9 performance expectancies listed in Section B of this Article and other matters according to  
10 established College policies, procedures, and applicable law.  
11

12 O. Academic Freedom

13  
14 It is agreed that it shall be the policy of the College to maintain and encourage freedom for its  
15 faculty, within the law, of inquiry, teaching and research, and the pursuit of knowledge. No  
16 evaluation shall be made of any professor based on the exercise of these freedoms. In the  
17 exercise of this right, the professor may discuss his/her subject or area of competence in the  
18 classroom, as well as other relevant matters, including controversial materials, so long as  
19 he/she distinguishes between personal opinions and what is contemporarily regarded as  
20 factual information by leading academicians in the discipline being discussed.  
21

22 The professor shall use no materials in any teaching assignment nor make any speech in  
23 order to incite students or others to unlawful acts or to create a clear and present danger to the  
24 students and/or the College and/or the community. In addition to evaluation of those criteria  
25 identified as their responsibility in the evaluation process, administrators have the right to  
26 investigate any performance criterion listed in Section B if and when a complaint is received  
27 which identifies the complainant and is specific and precise as to the nature of the complaint  
28 and the time and place of the alleged incident. Professors may not use the classroom to  
29 promote a particular religious belief.  
30

31 It is further agreed that nothing in this section shall be regarded as inconsistent with the  
32 philosophy and policy of the Mt. San Antonio College Board of Trustees as established in  
33 826.1 and 826.2 of the Board Rules as revised and adopted July 1, 1981, which sections shall  
34 not be changed except by mutual consent between the Board and the Association.  
35 Furthermore, it is agreed that nothing in this section shall relieve any professor of his/her  
36 obligations to fulfill his/her responsibility under item "5" of Section B above.  
37

38 P. Confidentiality

39  
40 There shall be only one personnel file for each professor. The College President or his/her  
41 designee and the professor shall have full access to the file, except that the professor shall not  
42 be shown any document submitted in confidence prior to his/her employment in any position at  
43 the College.

44 Representatives of the Association shall have access to said file with the professor's written  
45 non-continuing authorization. A log shall be kept in each professor's personnel file indicating  
46 the name of each person inspecting the file and the date of said inspection, excepting routine  
47 clerical transactions. Evaluation documents per Sections H (3) and I (4) of this Article shall be  
48 placed in the personnel file.

1 The information in the personnel file shall not be released to anyone other than the authorized  
2 persons listed above except as provided by law, nor shall copies of any documents in said file  
3 be made without the professor's written non-continuing consent. Any material which might be  
4 deemed derogatory which is to be placed in a professor's personnel file must be signed and  
5 dated and a copy, identified as going into the file, shall be given to the professor prior to its  
6 being placed in said file.

7

8 Q. Right to Answer

9

10 A professor shall have the right to file an answer to any material submitted for inclusion in  
11 his/her file and such answer shall be attached to the file copy. A professor shall have the right  
12 to place in the file such material as he/she determines may have a bearing on his/her  
13 evaluation or position as a professor.