



AGREEMENT

MT. SAN ANTONIO COMMUNITY COLLEGE DISTRICT

AND

FACULTY ASSOCIATION

FOR

July 1, 2019 – June 30, 2022

Year 2 of 3-Year Contract

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■ PREAMBLE ■

The following Agreement between the District and the Association is recorded in written form to meet the requirements of Government Code 3540, et seq., and, more specifically, wages, hours of employment and other terms and conditions of employment as defined therein. This Agreement is designed to provide for an equitable and peaceful procedure for the resolution of differences in accordance with the procedure specified herein, in order to establish and maintain the ongoing relationship between the District and the Association, and to encourage more efficient and progressive service in the public interest.

18.L.7. Summary of Evaluation: Each year of the evaluation process, the department chair, in consultation with the appropriate manager, or the appropriate manager shall prepare an Adjunct Faculty Summary Evaluation (H.8) to summarize findings of any appropriate evaluation activities for the year.

18.L.7.a. In cases where the rating is "performance exceeds the standard" (#1) or "performance meets the standard" (#2), the department chair shall either hold a summary meeting with the adjunct professor or send the H.8 form via email to the adjunct professor no later than the 14th week of the semester. The adjunct professor shall return a printed, signed copy to the evaluator within two (2) weeks.

18.L.7.b. In cases where the rating is "improvement recommended" (#3) or "performance does not meet the standard" (#4), a summary meeting shall be held with the adjunct professor to provide feedback and specific suggestions for improvement of teaching or professional performance. In addition, evaluative comments shall identify any deficient Teaching Faculty Performance Expectancies applicable to adjunct professors, as outlined in Article 18.L.2, and performance issues documented in student evaluations, classroom visitations, and/or in student complaints. This meeting shall occur no later than the 15th week of the semester.

18.L.8. Exceptions: This section shall not apply to contract and regular professors on overload assignment except that such assignments may be incorporated in evaluations described in 18.H and 18.I.

18.M. Surveillance: In the evaluation process, professors shall be free from any and all forms of electronic or other listening or recording devices, except with their express and non-continuing consent.

18.N. Non-Discrimination: This evaluation process shall be directed solely to the professor's effectiveness in the faculty performance expectancies listed in Section 18.B of this Agreement and other matters according to established College policies, procedures, and applicable law.

18.O. Academic Freedom: It is agreed that it shall be the policy of the College to maintain and encourage freedom for its professors, within the law, of inquiry, teaching and research, and the pursuit of knowledge. No evaluation shall be made of any professor based on the exercise of these freedoms. In the exercise of this right, the professor may discuss their subject or area of competence in the classroom, as well as other relevant matters, including controversial materials, so long as they distinguish between personal opinions and what is contemporarily regarded as factual information by leading academicians in the discipline being discussed.

The professor shall use no materials in any teaching assignment nor make any speech in order to incite students or others to unlawful acts or to create a clear and present danger to the students and/or the College and/or the community. In addition to evaluation of those criteria identified as their responsibility in the evaluation process, administrators have the right to investigate any performance criterion listed in Section 18.B if and when a complaint is received which identifies the complainant and is specific and precise as to the nature of the complaint and the time and place of the alleged incident. Professors may not use the classroom to promote a particular religious belief.

It is further agreed that nothing in this Section shall be regarded as inconsistent with the philosophy and policy of the Mt. San Antonio College Board of Trustees as established in Board Policy 4030 "Academic Freedom" as revised and adopted May 2004, which sections shall not be changed except by mutual consent between the Board and the Association. Furthermore, it is agreed that nothing in this section shall relieve any professor of their obligations to fulfill their responsibility under Section 18.B.5.

18.P. Personnel Files:

18.P.1. Maintenance: The official personnel file of a professor shall be maintained at the District's Office of Human Resources.

18.P.2. Inspection: Personnel files shall be available for inspection during regular office hours each day the Office of Human Resources is open for business. Professors may review and obtain a copy of personnel file materials within three working days of their written request. An Association representative may, with non-continuing written authorization from the professor, review the professor's personnel file or accompany them in their review.

18.P.3. Access: Personnel files are to be accessed only by persons who have a legitimate need and legal authorization to review file contents within the scope of their employment. When a professor's file is opened for any purpose other than routine office work, a log shall show the name of the person opening the file and the date. These logs shall be considered part of the personnel file and shall remain with the file.

18.P.4. Materials: All material subsequent to employment placed in the personnel file shall indicate the date it was prepared or placed in the file and who was responsible for its preparation. Written statements of a positive nature received by the District pertaining to employment performance of a professor shall be placed in the member's file upon the professor's request. The supervising manager may also maintain written statements of a positive nature for purposes of evaluation.

18.P.5. Derogatory Information: Information of a derogatory nature shall not be entered or filed unless and until the professor is given notice and the opportunity to review and respond in writing thereon. A professor shall have the right to enter, and have permanently attached to any derogatory statement, their own comments thereon. Such review shall take place during business hours, and the professor shall be released from duty for this purpose without any salary reduction. Derogatory information placed in the personnel file shall identify the source(s) of such information. If subsequent to the entry of derogatory information into the personnel file, a District investigation determines that the information is inaccurate in a material respect or unsubstantiated, it shall be removed from the file and shall not be used in any decision affecting the discipline, employment status or assignment of the professor. Derogatory information may not be used for any disciplinary action after three years of its placement in the personnel file. Any derogatory material three or more years old shall be sealed and not available for review.

18.P.6. Student Complaints: Student complaints shall not be entered into the file until and unless a District investigation has taken place regarding the complaint and a conference with the employee has been

■ SIGNATURE PAGE ■

The undersigned, Mt. San Antonio Community College District and the Mt. San Antonio College Faculty Association, Inc., CTA/NEA, hereby jointly agree to modify the 2019-22 Agreement for the purpose of including changes resulting from Spring 2021 reopener negotiations. The parties hereby jointly agree to the modifications which are incorporated into this Agreement.

IN WITNESS THEREOF the parties execute this Agreement on the 12th day of August 2021, to become effective July 1, 2021.

For Board of Trustees:



Karelyn Hoover (Jan 23, 2022 20:11 PST)

Karelyn Hoover
District Lead Negotiator

For Faculty Association, Inc., CTA/NEA:



Emily Woolery (Jan 20, 2022 21:54 PST)

Emily Woolery
President, Faculty Association



Sandra Esslinger
Faculty Association Lead Negotiator