



AGREEMENT

MT. SAN ANTONIO COMMUNITY COLLEGE DISTRICT

AND

FACULTY ASSOCIATION

FOR

July 1, 2022 – June 30, 2025

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.

■ **ARTICLE 1: AGREEMENT** ■

- 1.A. Binding Agreement: This binding and bilateral Agreement made and entered into this 12th day of October 2022, by and between the MT. SAN ANTONIO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District," whose address is 1100 North Grand Avenue, Walnut, California 91789, and the MT. SAN ANTONIO COLLEGE FACULTY ASSOCIATION, INC., CTA/NEA, hereinafter referred to as the "Association," whose address is 1100 North Grand Avenue, Walnut, California 91789. The Association is an affiliate of the California Teachers Association and the National Education Association. Reference to "the parties" shall include both the District and the Association. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the California Government Code.
- 1.B. Prevail: The parties agree that the specific provisions contained in this Agreement shall prevail over Board Policy, Administrative Procedures, District practices and procedures, and over State law to the extent permitted by State law.
- 1.C. Definition of Term/Primary Term: The word "term," when used as a period of time, refers to the fall session, the winter intersession, the spring session, and the summer intersession individually. "Primary term" refers only to the fall and spring sessions.
- 1.D. Definition of Professor: The word "professor" is a term that is used interchangeably with "faculty member," "instructor," and "unit member." These are inclusive terms that are intended to encompass all unit members, unless a subset is otherwise specified. All credit and noncredit members of the professoriate are represented by the Faculty Association in accordance with Article 3.B.

■ **ARTICLE 2: TERM OF AGREEMENT** ■

- 2.A. Term of Agreement: This Agreement shall be effective July 1, 2019, and shall remain in full force and effect through June 30, 2022. However, the terms and conditions of the current Agreement, including ratified reopeners, will remain in force until the ratification of a successor agreement.
- 2.B. Reopeners: In each year of this agreement either party may initiate a reopener on salary, benefits plus two items and any additional mutually agreed to items.
- 2.C. Successor Agreement: The parties agree to negotiate for successor agreement on wages, hours, and other terms and conditions of employment. These negotiations shall begin no later than December 2022.

■ **ARTICLE 3: RECOGNITION** ■

3.A. Representative: For the duration of this Agreement, the Board recognizes the Association as the exclusive representative for the following unit of employees, all of whom are recognized as professors.

3.B. Included in the Unit:

Full-time Regular, Contract and Temporary Professors

Adjunct Credit and Noncredit Professors

Counselors

Librarians

Department Chairpersons

Instructional Specialists, Disabled Students Program & Services

Other Faculty on Reassigned Time

3.C. Excluded from the Unit: Excluded from the Association unit are substitute and summer and winter intersession professors not already members of the bargaining unit, other academic employees who are employed for less than a full primary term, classified employees, classified management positions, supervisory employees, and confidential employees.

3.D. Agreement: The parties agree that this represents the appropriate unit, and that they will not seek by any means, including but not limited to any Public Employee Relations Board (PERB) proceedings, to amend or change in any way the unit described herein.

3.E. Changes in Title: When changes in title occur, the parties agree to consult together regarding any additions, deletions and/or corrections of titles of those certificated positions that are excluded or should be excluded from the bargaining unit. The parties further agree to make joint recommendations to PERB when they reach mutual agreement on unit changes. When parties cannot agree, unit changes will be submitted to PERB for resolution.

3.F. Designated Representatives: The parties agree to negotiate only with the designated representatives designated by each party.

3.G. Disputes: Disputes concerning this Article are not subject to the grievance procedure provided in this Agreement.

■ **ARTICLE 4: INFORMATION** ■

- 4.A. Budget: The District will provide the Association with a copy of the proposed Tentative Publication and Adopted Budgets as soon as they are available for distribution.
- 4.B. Unit Members: Names and job titles of all unit members shall be provided to the Association as soon as possible following the beginning of each academic year. Home addresses and home telephone numbers of unit members shall be provided to the Association for all members who authorize the release of such information.
- 4.C. Request for Information: Either the District or the Faculty Association may submit a request in writing specifying the information sought together with a statement of relevance. In such case, the other party shall respond within fifteen (15) working days by (1) providing the information or (2) indicating that it is unwilling to provide the information, or (3) indicating that it is willing to provide the information but will need additional time to comply with the request. In the latter case, the responding party will specify a date when it will provide the information and explain the nature of the difficulty of complying with the request in a timely manner.
- 4.D. Implementation: The District will provide any and all forms and information necessary to implement the various provisions of the contract.

■ **ARTICLE 5: RIGHTS OF ASSOCIATION AND MEMBERS** ■

- 5.A. Definition: Nothing in this Agreement shall be construed to deny or restrict to any unit member rights they may have under the Education Code of the State of California or other applicable State laws and regulations. The rights granted to unit members hereunder shall be deemed to be in addition to those provided elsewhere.
- 5.B. Faculty Association Membership: The parties recognize the right of unit members to join and participate in the legal activities of the Mt. San Antonio College Faculty Association, Inc., CTA/NEA, the exclusive representative of eligible certificated employees, and the alternative right of unit members not to join the Association and participate in such activities.
- 5.C. Denial of Rights: Nothing in this Agreement shall be construed to deny or restrict the rights of the Association as prescribed under Government Code Section 3543.1 as such rights have been implemented as of this date through appropriate policy or rule of the Board of Trustees or administrative directive.
- 5.D. Use of Services: The District shall allow the Faculty Association to use campus mail, e-mail, and telephone services, as well as printing services, on-campus charged at the same rate as other college groups. The District shall not interfere with, censor, or examine Association communications as doing so is prohibited by EERA. All political mailings are excluded from this Agreement and shall be mailed and duplicated off-campus at the Faculty Association's expense.
- 5.E. Office Space: The District shall grant the Faculty Association office space on campus from which to carry out its normal operations. The office space will include access to campus communications systems, a reception area, two offices, a workroom, and a conference room.
- 5.F. Disputes: Disputes concerning this Article are not subject to the grievance procedure provided in this Agreement.

■ **ARTICLE 6: DUES AND PAYROLL DEDUCTIONS** ■

- 6.A. Dues: The District agrees to deduct union dues from the pay of unit members who are members of the Association and to remit such monies promptly to the California Teacher's Association. The District also agrees to provide the Association with an alphabetical list of unit members for whom such deductions have been made, and to indicate any changes in personnel from the list previously furnished.

The Association and the District agree to furnish to each other any information needed to fulfill the provisions of this Article. Information from the District shall include the name, job title, department, amount deducted for dues, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the District, and home addresses no later than the first pay period of the month following hire and every September, January, and May thereafter. Information from the Association shall include name, department, and membership status of all unit members. The Association will provide a monthly list of new members and those who terminate their membership by the 1st working day of each month.

- 6.B. Payroll Deductions: Upon written authorization from any unit member, the District shall deduct from the salary of the unit member and make proper remittance for not more than two tax sheltered annuities previously approved by District third-party administrator per faculty member, health and welfare plans mutually approved by the District and the Association, and the following charitable/professional organizations: NEA Fund for Children and Public Education, Faculty Association of California Community Colleges, Mt. San Antonio College Foundation, and United Way.

■ **ARTICLE 7: SALARIES** ■

7.A. Adjustments: The District and the Faculty Association approved the following adjustments to salary, stipends, and benefits:

For 2022-23	6.56% COLA, on schedule, including Appendices
For 2023-24	8.22% COLA, on schedule, including Appendices, excluding Appendix F.
For 2024-25	0.77% COLA, or state-funded COLA less 0.3%, whichever is higher, and COLA on schedule, including all appendices, excluding Appendix F.

7.B. Adjunct Parity:

7.B.1. Parity will be defined as 85 percent (85%) of the work commitment of full-time credit professor's derived by apportioning the workload devoted to teaching, grading, preparing for classes, and holding office hours contained in the parties' Agreement (Article 10.A.).

7.B.2. Parity pay will be based on 85 percent (85%) of Column 3, Step 5 of the full-time credit professor's salary schedule (Appendix A). The hourly compensation level will then be determined by dividing the adjusted salary, which is 85% percent (85%) of Column 3, Step 5 of the full-time credit professor's salary schedule (Appendix A) by 525 (35 weeks x 15 hours of teaching per week, which is the minimum hours to equal one year's service credit). The computed hourly rate will be compared to the hourly rate for credit adjunct professor's at Column 3, Step 4 of the hourly "Professors Teaching Credit Courses" (Appendix C: Faculty Overload and Other Than Contract Salary Rates). At the point that the two hourly rates match, parity will be assumed. Note: The credit adjunct professor office hours stipend amount (Article 10.B.5) will be factored in as part of the parity pay.

7.B.3. Adjunct professor parity will be recalculated annually by subtracting the difference between the 85 percent (85%) full-time credit professor hourly rate derived by Column 3, Step 5 and the credit adjunct professor hourly rate at Column 3, Step 4 to determine if parity has been achieved. If the State funds additional ongoing part-time professor parity funds (OVER THE AMOUNT FUNDED IN 2001-02), and parity has not been achieved, these funds would be distributed as a percentage increase to all the tables in Appendix C.

7.C. Additional Mandatory Trainings:

7.C.1. All professors are required to complete two (2) hours of mandatory training on unlawful discrimination compliance every year. Professors will be compensated for two (2) hours at the non-instructional rate.

7.C.2. All professors are required to complete two (2) hours of mandatory training on sex discrimination, including sex-based harassment prevention, every year. Professors will be compensated for two (2) hours at the non-instructional rate.

- 7.C.3. All professors are required to complete one (1) hour of mandatory training on workplace violence prevention every year. Professors will be compensated for one (1) hour at the non-instructional rate.

■ **ARTICLE 8: CONTRACT EMPLOYEE BENEFITS** ■

8.A. District Program: The District shall provide basic life insurance \$75,000 provided by MetLife, major medical insurance provided under CalPERS, dental insurance Delta Dental PPO Plan \$1,000 and the Delta Dental PPO Plan \$2,500 dental insurance plans provided by Delta Dental, and the Signature Plan vision insurance: provided by Vision Service Plan (VSP). Current Health and Welfare plan options are available for review on the Mt. SAC Human Resources website.

8.B. District Contribution: The annual District contribution toward the premiums (Section 8.A) for each eligible full-time professor shall be as follows: The faculty health insurance shall be provided by CalPERS. The annual District contribution for each eligible full-time professor shall be equal to the premium cost of the SISC Kaiser \$15 (office visit) \$5-\$20 (prescription) health plan, dental HMO plan, VSP, and MetLife basic life insurance for single-party, two-party, or family, as follows:

First contract year (2022-23): Negotiated District contribution to benefits, including Two Party Tier and Family Tier caps equivalent to Kaiser Permanente 15/5/20, Dental HMO, Vision, and Basic MetLife plan offered to the management group:

Single Party Tier PERS Major Medical Health Plans, Dental, Vision, and Life	\$12,159*
Two Party Tier PERS Major Medical Health Plans, Dental, Vision, and Life	\$18,498.84*
Family Party Tier PERS Major Medical Health Plans, Dental, Vision, and Life	\$23,766.84*

*If a professor's total premiums cost less than \$12,159, they will receive the difference between the cost of their premiums and \$12,159 as cash back. If a professor's total premiums cost more than \$12,159, they will not receive cash back.

Effective January 1, 2023, professors who continue participation in the "cash-in-lieu" program shall be paid a maximum of \$6,854. Cash-in-lieu shall be reduced \$960 annually until the maximum cash back is equal to \$2200 plus the cost of Dental HMO, Vision, and Basic Life plans. Professors who newly participate in receiving cash-in-lieu beginning in 2022-23 shall be paid a maximum of \$2200 plus the cost of Dental HMO, Vision, and Basic Life plans.

Second Contract year (2023-24 for benefit year 2024):

Single Party Tier PERS Major Medical Health Plans, Dental, Vision, and Life	\$12,159*
Two Party Tier PERS Major Medical Health Plans, Dental, Vision, and Life	\$19,912.44
Family Party Tier PERS Major Medical Health Plans, Dental, Vision, and Life	\$25,612.44

*If a professor's total premiums cost less than \$12,159, they will receive the difference between the cost of their premiums and \$12,159 as cash back. If a professor's total premiums cost more than \$12,159, they will not receive cash back.

Effective January 1, 2023, professors who continue participation in the "cash-in-lieu" program shall be paid a maximum of \$6,854. Cash-in-lieu shall be reduced \$960 annually until the maximum cash back is equal to \$2200 plus the cost of Dental HMO, Vision, and Basic Life plans. Professors who newly participate in receiving cash-in-lieu beginning in 2022-23 shall be paid a maximum of \$2200 plus the cost of Dental HMO, Vision, and Basic Life plans.

Third Contract year (2024-25 for CalPERS benefit contract 2025):

Single Party Tier	\$12,608*
Two Party Tier	\$20,776.44
Family Party Tier	\$26,740.44

*If a professor's total premiums cost less than \$12,159, they will receive the difference between the cost of their premiums and \$12,159 as cash back. If a professor's total premiums cost more than \$12,159, they will not receive cash back.

Effective January 1, 2023, professors who continue participation in the "cash-in-lieu" program shall be paid a maximum of \$6,854. Cash-in-lieu shall be reduced by \$960 annually until the maximum cash back is equal to \$2,200 plus the cost of Dental HMO, Vision, and Basic Life plans.

Professors who newly participate in receiving cash-in-lieu beginning in 2022-23 shall be paid a maximum of \$2,200 plus the cost of Dental HMO, Vision, and Basic Life plans.

- 8.C. Excess: A single payer who selects an insurance plan that cost less than \$12,159 may place such excess into an income protection plan, life insurance plan, or other District approved options as qualified under the Internal Revenue Code Section 125 Plan implemented by the District.

The professor shall pay any amount in excess of the established District employee benefit contribution if they select a premium option which results in costs in excess of the established District contribution.

- 8.D. Flexible Spending Accounts: The District shall offer flexible spending accounts (FSA's) for medical, dental, vision,

and/or dependent care to full-time professors.

8.E. Eligibility: A partial contract professor who is a regular academic employee working fifty percent (50%) or 7.5 LHE per fall/spring or more of all full-time positions shall receive prorated benefits proportional to a full-time assignment. A part-time professor or regular academic professor working less than fifty percent (50%) or 7.5 LHE of a full-time position is excluded from the provision of this Article, except as otherwise specifically provided in this Article.

8.E.1. All professors who are eligible for a fringe benefit allocation shall be required to enroll, at a minimum, in a single party major medical health plan and dental, vision, and life insurance from one of the District plans offered. The professor shall only receive a portion of the District contribution, not to exceed the amount as stated in section 8.B.

8.E.2. Exception: Those full-time and partial professors eligible for health benefits that can provide other comparable group health care coverage may elect to decline coverage by the District. Any such shall be paid the opt out amount specified in Article 8.B. per year; this contribution must be used to purchase dental, vision, and life insurance. Any excess District contribution may be used for any purpose and shall be taxable to the employee. Once health benefits are declined, no change may be made during the benefit year unless authorized under CalPERS-approved exceptions to open enrollment period elections. Any professor who declines coverage must provide proof of continuing health coverage under a group health care plan each year.

8.F. Retiree Benefits: Applicable to Unit Members hired into Contract (Probationary) or Regular (Tenured) Position, or into a Temporary Position Under Contract Continuously Until Retirement.

8.F.1. Vesting and Eligibility: Professors hired before January 1, 1996, who are eligible to retire with five (5) years or more of service credit with CalPERS or CalSTRS and their spouses or registered domestic partners of record shall continue to receive fully paid premiums for major medical health benefits enrolled under CalPERS during their lifetime, as provided by the District, except as noted in 8.E.7. below. Professors hired after December 31, 1995, who have served the District for at least ten (10) years are eligible to receive fully paid premiums for major medical health benefits enrolled under CalPERS during their lifetime, but their spouse or registered domestic partner is not eligible for benefits.

8.F.2. Benefits Provided: Those eligible for benefits shall, upon retirement of the professor, continue to receive and have access to any group hospital and medical benefits as provided to active full-time professors by CalPERS, except for the inclusion of the comprehensive changes in health insurance carriers and benefit plans that might result from future negotiations or agreements between parties and except as noted in 8.F.3. below.

- 8.F.3. Medicare Exception: Any retired professor, their spouse, or their registered domestic partner who becomes eligible for Medicare must apply for Medicare Part A at 65 and Medicare Part B upon retirement from the District. Medicare Part B shall be paid by the retirees. Any Medicare penalty shall be paid by the enrollee. Additional information may be found at SSA.gov/Medicare.

The District will subsequently continue to pay for the full premium cost of the group hospital and medical insurance supplemental programs ("Medicare supplemental plans") provided by the District for those eligible for the benefit. Each retired professor, their spouse, or registered domestic partner is not permitted to enroll in any other Medicare supplemental plan and/or prescription drug plan outside of CalPERS/Mt. San Antonio College. Such enrollment will deem the retiree and dependents ineligible for the Mt. SAC CalPERS program.

Retirees must maintain continuous enrollment in Medicare Parts A and B while enrolled in a CalPERS retiree, spouse, or domestic partner plan.

A retiree who is personally not eligible for Medicare and whose spouse or registered domestic partner is not eligible for Medicare shall continue to receive the group hospital and medical insurance programs coverage provided by the District. If any time after retirement, the non-Medicare eligible professor or spouse or registered domestic partner becomes Medicare eligible, they shall apply for Medicare Part A and Part B, and the District shall continue to pay the full premium cost of the Medicare supplemental plan provided by the District for those eligible for the benefit.

- 8.F.4. Service Year Definition: For purposes of this Article, a year of service is defined below:

8.F.4.a. Service credit shall be granted for no less than one-half year.

8.F.4.b. A professor must be in paid status for no less than fifty percent (50% or 15 annual LHE) of a full-time equivalent assignment for their respective position. Only contract and regular certificated paid status will be considered for this purpose.

- 8.F.5. District Contributions: Post-retirement District contributions will be made based upon rules and regulations of the medical benefits program in effect and shall be no less than provided by Public Employees' Medical & Hospital Care Act (PEMCHA) minimum with the third-party health and welfare administrator.

- 8.F.6. Termination of Employment: Retiree benefits shall not begin until retirement is declared and completed in accordance with the rules and regulations then in effect of the retirement system of which the retiree is a member and the medical benefits program then in effect.

- 8.F.7. Coverage Limits: Coverage under this Article is effective only during the lifetime of the professor and, if covered, for their spouse or registered domestic partner of record enrolled in a District plan

at the time of retirement from the District. Dissolution of a marriage or a registered domestic partnership disqualifies coverage for the spouse or registered domestic partner of record as of the date of such dissolution. If the retiree remarries, the new spouse or registered domestic partner of record becomes eligible for benefits.

8.F.8. Dependents: Eligible dependents shall be permitted to remain in the group plan at the retiree's expense until the retiree's death or as otherwise allowed in accordance with the rules and regulations then in effect with the District's medical benefits program.

8.F.9. Dental Benefits: Upon retirement from the District, a retiree, along with their spouse or registered domestic partner and their eligible dependents, may select a dental insurance plan at the retiree's expense that mirrors the dental benefits plans for active employees. The retiree may select either to exhaust the 18 months of COBRA or go directly to the AB 528 rates offered through the District. If the retiree selects COBRA at the time of retirement, the District will send a notification letter to the retiree six months before COBRA benefits end to explain options available once COBRA is exhausted.

8.F.10. Professor Emeriti: Professors who have served the District for at least ten (10) years in a distinguished and meritorious manner and retire as a professor shall assume the title of "Professor Emerit," to be conferred at graduation.

8.F.10.a. Professor Emeriti shall be granted the following lifetime rights, if desired, without cost to the retiree:

- Continuation of an email account;
- Inclusion in college listservs;
- Annual staff parking pass;
- Professors who submit their retirement by the end of December in the academic year they retire and complete the employee exit process prior to their retirement, will be issued a District laptop computer as long as they continue to teach in a part-time capacity at the College; the laptop computer is to be returned when that part-time relationship ends. Professors shall adhere to CalSTRS and CalPERS requirements prior to returning to teach;
- Remote and in person library access to all library resources;
- Professor Emeriti shall retain the hourly rate (column and step placement) achieved at the time of retirement according to the overload salary schedule in Appendix C.

8.G. Health and Welfare – Adjunct Faculty:

8.G.1. Contribution: The District shall contribute a maximum of \$6,000 per fiscal year toward the medical insurance premiums for each eligible adjunct professor. The maximum annual pool available shall be \$917,000.

8.G.2. Eligibility: All adjunct professors who qualify under the Affordable Care Act are considered eligible

adjunct professors under section 8.G.1 and are not subject to the maximum annual pool limitation. Otherwise, to be eligible for this program, the employee:

- Must have served the District as an adjunct professor for a minimum of four (4) consecutive semesters, not including summer/winter intersessions, prior to applying for medical and/or HMO dental benefits described herein;
- Must not be receiving medical or dental insurance coverage through another employer, either directly or as a spouse, domestic partner, or dependent; and
- Must comply with all requirements and procedures of the carrier for enrollment and maintenance of coverage.
- A break in service of greater than two (2) years will nullify eligibility.
- Credit adjunct professors must be scheduled to teach at least twenty percent (20%) or 3 LHE of a full-time load.
- Noncredit adjunct professors must be scheduled to teach at least six (6) hours per week for each primary term.

8.G.3. Application: The premiums shall be paid through a tax-free payroll deduction, with the District paying 12.5% (twelve and a half percent) of the maximum stated in Article 8.F.1. each month of coverage in a term, up to a maximum of four (4) months per semester. The professor must enroll within four (4) weeks of the start of the professor's assignment in the fall or spring term of eligibility. If the enrollment deadline is not met, the eligible professor may apply for this benefit in the subsequent semester. The professor may choose insurance for one party, two-party, or family coverage, but the cost of the professor's portion of the premium must not exceed the professor's net pay at the time the coverage takes place. If at any time the professor's portion of the premium exceeds the professor's net pay, the professor must pay the District the total expected shortfall for the term within thirty (30) days of notification. Failure to make the required payment will result in the termination of the coverage. Participation in this program shall not make the professor eligible for the District's Retiree Medical Program.

8.G.4. Annual Funding Pool: By the conclusion of the fiscal year, if there is a balance in the maximum annual pool, such balance shall be distributed equally among the professors participating in the adjunct professor medical program. The total annual benefit to a professor shall not exceed the actual cost of the annual medical care premium for professor-only coverage in the plan in which the professor is enrolled.

8.G.5. Minimum Load Requirements: The professor must meet the minimum load requirement each term to qualify for the programs described above. The parties agree that the District's primary responsibility regarding scheduling professors and classes is to best meet the needs of students and programs and

that this medical benefits program does not obligate the District to maintain any professor's load at any minimum level from one term to another.

- 8.G.6. Priority: In any given term or fiscal year, when the number of applicants for medical benefits is projected to result in a cost to the District that will exceed the funds available in the maximum annual pool, the applicant(s) with the earliest hire date as an adjunct professor will be given priority. "Hire date," as used herein, means the term and year in which one first rendered paid service as an adjunct professor in the credit or noncredit instructional program of the District. If necessary, when individuals have the same hire date, priority shall be decided by lottery. The District shall not be required to accept applications beyond those covered by the maximum annual pool. No professor already approved and participating in the program in a given term will be "bumped" by this circumstance.
- 8.G.7. Flexible Spending Accounts: The District shall offer flexible spending accounts (FSA's) for medical, dental, vision, and/or dependent care to credit adjunct professors and noncredit adjunct professors who have three (3) or more years of service and are working at least an average of 40% or 6 LHE of a full-time teaching load.
- 8.G.8. Direct Deposit: Direct deposit is available to both full-time and adjunct professors unless they choose to have their paychecks mailed to their home addresses.
- 8.G.9. Disclaimer: The parties agree that the District shall not be held responsible for conditions imposed by regulatory agencies or insurance carriers that are beyond the control of the District.
- 8.G.10. Health Services Access for Adjunct Professors: Adjunct professors will have access to Student Health Services. The Adjunct Professor Health and Welfare pool will pay for the services prior to redistribution to enrollees in an annual amount not to exceed \$25,000 as long as the total amount allocated does not exceed the maximum annual pool as outlined in Article 8.G.1.
- The District shall provide additional funding in an annual amount not to exceed \$25,000 to provide mental health services for adjunct professors through Student Health Services.
- 8.G.11. Dental Coverage: Adjunct professors eligible for insurance as listed in 8.G.2 may choose to participate in an HMO group dental plan through the College at the cost to the faculty member.

■ **ARTICLE 9: CALENDAR** ■

- 9.A. Approval: The final adopted calendar(s) shall be subject to the approval of the Association and the District. The parties shall make every reasonable effort to complete this process by January of the year prior to the implementation of the proposed academic calendar.
- 9.B. Fall Semester: The fall semester of the College calendar shall begin early enough to allow the fall semester to end in December, before the winter recess.
- 9.C. Completion of Assignment: In accordance with Article 10 – Work Hours, contract and regular faculty members must complete their annual faculty assignment within the terms of the academic year.
- 9.D. Extension of Terms: The District, at its discretion, may extend the term calendars to meet the needs and/or requirements for special programs (e.g., Respiratory Therapy, Mental Health, and Nursing). The District may also align a course taught at a high school with that high school's term calendar. However, these modifications do not alter the remainder of the contract: references to weeks and terms shall be uniform and based on the District's academic calendar.
- 9.E. New Faculty Orientations
- 9.E.1. The Faculty Association and the District shall jointly provide a new faculty orientation to newly hired employees represented by the Faculty Association, whether in person, online, or through other means or media, in which employees are advised of their employment status, rights, benefits, duties, and responsibilities, or any other employment-related matters.
- 9.E.2. "Newly hired employees" shall include employees being hired to regular, temporary, full-time, or part-time faculty employment.
- 9.E.3. The District shall provide the Faculty Association with not less than twenty (20) workdays notice in advance of any new faculty orientation.
- 9.E.4. The Faculty Association shall provide confirmed presenters no less than ten (10) calendar days prior to a scheduled new faculty orientation.
- 9.E.5. The Faculty Association shall have a minimum block of 30 minutes by which to unilaterally present information and answer questions at each new faculty orientation. The Faculty Association unilateral time shall neither open nor close the orientation.
- 9.E.6. The District may not support or express favor towards any other employee organization or permit presentations at the new faculty orientation by other employee organizations except for the Mt. San

Antonio College Academic Senate.

- 9.E.7. Additional unilateral time and/or joint presentations may be agreed to by the District and the Faculty Association without establishing precedent.
- 9.E.8. The District shall provide the Faculty Association with the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal e-mail addresses on file with the District, and home addresses no later than the first pay period of the month following hire. In addition, the District shall provide the Faculty Association with this information for all employees in the bargaining unit each September, January, and May.
- 9.E.9. The District shall notify the Faculty Association of any new unit member who fails to attend the orientation session.
- 9.E.10. New Tenure-Track Faculty
Required new faculty orientation training shall take place the Thursday preceding the start of the initial academic semester of employment.
- 9.E.11. New Adjunct Faculty
 - 9.E.11.a. Required new adjunct orientation training shall occur within ten (10) working days of the start of the initial semester term of employment. The required part of the orientation shall not exceed 3 hours in length.
 - 9.E.11.b. Two (2) hours of compensation at the non-teaching rate shall be paid for attending the portion of the new faculty orientation presented by the District.
 - 9.E.11.c. One (1) hour of compensation at the non-teaching rate shall be paid for attending the portion of the new faculty orientation presented by the Faculty Association.
 - 9.E.11.d. New adjunct faculty orientation is required. Failure to attend the new adjunct faculty orientation in your initial primary term of employment shall result in your automatic enrollment in the next orientation.

■ ARTICLE 10: WORKLOAD ■

10.A. Annual Workload: The annual workload for full-time professors is based on a 40-hour work week. The annual workload for 10-month professors includes 30 Lecture Hour Equivalents (LHE), 120 student office hours, and 192 supplemental hours, or the hourly equivalents for counseling, library, noncredit, and instructional specialist professors. Weekly expectations for credit teaching professors include 15 LHE of teaching, 15 hours of preparation and evaluation of student work, four (4) student office hours, and an average of six (6) hours of service to the college and/or the equivalent for library, counseling, noncredit, and instructional specialist professors.

10.A.1. Full-time professors must be on campus or at other assigned locations for a minimum of two (2) hours per day for a minimum of three (3) days, but not more than five (5) days, for each week of the adopted calendar. On campus, assignments include teaching, office hours, and other duties as mutually agreed upon between the professor and their division dean or designated educational administrator. This assignment may be met on Saturdays or Sundays by mutual agreement between the professor and the division dean or designated educational administrator. Professors who are assigned evening classes as a part of their regular load will not be assigned a class prior to 10:00 a.m. the following day unless mutually agreed upon by the professor and their division dean or designated educational administrator. Through a mutual agreement with the division dean or area educational administrator, the third day on campus obligation may be met through remote synchronous office hours. The annual workload is exclusive of overload and other extra pay assignments.

10.A.2. Assigned Hours Per Week:

Credit Professors – Assigned teaching plus student office hours

Noncredit Professors – 36 hours

Counseling Professors – 32 hours

Library Professors – 35 hours

Instructional Specialists Professors, – 32 hours

10.A.2.a. Definition of "Remote work": Remote work refers to the ability of professors, counseling professors, library professors, and instructional specialist professors to perform all existing duties, obligations, responsibilities, and conditions of employment as listed in this contract in a location other than their campus assignment. All remote assignments are voluntary.

10.A.2.b. Counseling professors, library professors, and instructional specialist professors in credit and noncredit may request to perform up to 20 hours per workweek of their basic assigned hours remotely. Assigned hours on any given day can be split

between on-campus assignments and remote work assignments.

10.A.2.c. A professional quality of interaction shall be maintained when working with students.

10.A.3. Requirement for Service to the College: Assigned weeks for professors teaching at least 30 LHE shall include six (6) service hours weekly (for teaching professors), eight (8) service hours weekly for counseling professors and instructional specialist professors, five (5) service hours weekly for library professors and four (4) service hours weekly for noncredit professors. This requirement shall include attendance at department meetings (to average at a minimum of one-half hour per week), participation at College commencement, and review and maintenance of existing curriculum. Professors with reassigned time or partial teaching assignments shall adjust their service hour requirement proportionate to their classroom teaching load.

Excluding the aforementioned requirements, each professor shall select professional activities that satisfy their contractual obligation for service to the College. These activities, which are listed in H.11., must be directly related to the professor's assignment or bring a benefit to the College. If the administrator has cause to believe that a professor is not fulfilling their service hours, the administrator may require the professor to provide additional information on the H.11 form. Professors shall submit their H.11 forms by the 8th week of the spring term.

10.A.4. Partial Contract: Professors on partial contract shall be on campus and responsible for the same duties for periods of time prorated according to the proportion of the contract held. These provisions shall not apply to adjunct professors.a

10.A.5. 67% Load Limit: No adjunct teaching professor should be assigned a load greater than sixty-seven percent (67%) unless otherwise approved in advance by the appropriate dean or educational administrator, and vice president.

10.A.5.a. Adjunct Teaching Professors: Since teaching professors on a 10-month contract work a total of 30 LHE annually or 15 LHE per semester, the maximum LHE per term for adjunct teaching professors should be 10.05 LHE. Adjunct clinical nursing professors shall be assigned in alignment with current legislation governing load limits for those professors.

10.A.5.b. Adjunct Counseling Professors and Instructional Specialists Professors: No adjunct counseling professor or instructional specialist professor should be assigned a load greater than sixty-seven percent (67%) unless otherwise approved in advance by the appropriate dean or educational administrator and appropriate vice president. Since counseling professors and instructional specialist professors are on an 11-month contract and work a total of 1248 basic assignment hours, the maximum hours for adjunct counseling

professors and instructional specialist professors should not exceed 836 hours annually. Any teaching assignment must be deducted from the annual allowable LHE for counseling professors and instructional specialist professors. For scheduling purposes, counseling professors and instructional specialist professors may be scheduled 418 hours per summer/fall or winter/spring.

10.A.5.c. Adjunct Library Professors: No adjunct Library professor should be assigned a load greater than sixty-seven percent (67%) unless otherwise approved in advance by the appropriate dean or educational administrator and vice president. Since library professors are on a 12-month contract and work a total of 1,498 basic assignment hours, the maximum hours for library professors should not exceed 1003 hours annually. Any teaching assignment must be deducted from the allowable LHE for adjunct library professors.

10.A.6. Adjunct Professor Assignments: Department chairs (or designee) shall provide their current adjunct professors with a written document requesting each adjunct professor's availability and class assignment preferences for the next planned semester/intersession. This document shall be sent early enough so as to allow at least 10 business days for its return and to permit current adjunct professors to receive their assignments in time to print the results in the class schedule. Adjunct professors will be provided 10 business days to respond to the request for availability and preference of assignment. However, each division retains the right to assign classes to adjunct professors in situations where there are last minute or short-notice class changes. If an adjunct professor misses the 10 business days stated above, that adjunct professor will no longer be under consideration for that assignment but may be considered for other assignments after all other adjunct professors have been assigned.

Professors teaching non-credit classes shall be notified if any classes in their discipline extend outside of the academic calendar. These professors shall be given the option to teach the class with or without the extension without prejudice. Assignments of classes shall follow rehiring rights priorities as per Article 10.R. An extension is not considered to be a "class" with regard to priority of assignment, evaluation processes, or rehiring rights.

10.B. Student Office Hours: Student office hours are held for the purpose of assisting students.

10.B.1. Distance Learning: Professors teaching distance learning classes shall offer virtual student office hours as per Article 13.B.8.

10.B.2. Schedule and Location: Student office hours may be scheduled at any time that meets student needs. The College teaching day begins when the first class begins, and ends when the last class of the day ends. Student office hours may be held at any designated campus location. Alternative student office

hours location outside of the college campus must be mutually agreed to by the professor and the division dean or designated educational administrator. Student office hours and locations must be communicated to the division office and to students through the class syllabus. Student office hours may be held in designated campus locations that best meet student needs. Student office hours scheduled in locations other than the professor's offices should be clearly posted on office doors. If a consistent alternative location is scheduled for a student office hour, this location should be designated on syllabi and reported to division offices. Any changes in student office hours will be coordinated with the division office and communicated to students. In the event a student office hour is cancelled due to illness or unforeseen or extenuating circumstances, the student office hour may be rescheduled subject to approval by the appropriate dean or designated educational administrator. If possible, the rescheduled student office hour must take place within the same week as the missed student office hour. Should the missed student office hour be rescheduled, no deduction to the professor's sick leave balance, as per Article 16.A.3. related to the missed student office hour, shall occur.

10.B.2.a. The scheduling of student office hours shall support student access. Up to a maximum of two (2) of the four (4) required weekly synchronous student office hours may be conducted virtually by mutual agreement between the professor and the division dean or designated educational administrator. Professors may schedule remote synchronous office hours by appointment by mutual agreement with the Educational Administrator.

10.B.3. Partial Contract: Partial contract professors shall maintain such student office hours proportionate to their classroom teaching load.

10.B.4. Student Office Hours Obligation: Each professor who is a full-time classroom credit professor shall devote four (4) student office hours per assigned week. Professors with reassigned time or partial teaching assignments shall adjust their student office hours proportionate to their classroom teaching load (rounded to the nearest half hour). The following chart indicates the "student office hour" obligation for full-time professors (counseling and library professors included). Please note that department chairs are required to schedule hours that would have been spent teaching on campus for the purpose of providing service to students, adjunct and full-time professors, and staff. Department chairs shall also maintain department chair hours as per Article 10.M.1.a.

Contract teaching load (in LHE)	Student Office Hour Obligation
1.5	0.5 hour
3.0	1.0 hour
4.5	1.0 hour
6.0	1.5 hours
7.5	2.0 hours
9.0	2.5 hours
10.5	3.0 hours

12.0	3.0 hours
13.5	3.5 hours
15.0	4.0 hours

Professors who are on partial contract shall maintain such student office hours as are a pro-ratio of the contract held.

10.B.5. Adjunct Professor Student Office Hours: Adjunct professors (except those on partial, post-retirement contracts) with teaching assignments shall be paid for one (1) student office hour per week for fall and spring terms at a rate of forty dollars (\$40) per hour. If the District receives at least 70% reimbursement (2024-2025 academic year) for Adjunct Professor Student Office Hours submitted to the state, then the rate will increase to forty-five dollars (\$45) per hour, effective July 1, 2025. If the District receives at least 70% reimbursement (2025-2026 academic year) for Adjunct Professor Student Office Hours submitted to the state, then the rate will increase by five dollars (\$5) per hour above the 2024-2025 rate, effective July 1, 2026. This student office hour shall be conducted in a synchronous mode and communicated to division offices and students via the course syllabus. If the student office hour is held on campus, appropriate space with computer access will be made available for adjuncts to meet with their students.

10.B.5.a. Dual Enrollment Adjunct Professor Office Hours: Adjunct professors teaching dual enrollment classes shall offer student office hours for the duration of the scheduled course, which may not coordinate with Mt. SAC's primary terms. Adjunct professors who are teaching dual enrollment shall be paid for one (1) student office hour per week and shall not exceed one (1) student office hour total per week.

10.B.6. Pilot Program: In an effort to contribute to the success of students, on a pilot basis beginning in Spring 2023 and continuing through December 31, 2025 only, the District will budget two hundred thousand dollars (\$200,000) for the year to provide for a limited number of paid additional office hours for adjunct professors for both the fall and spring semesters. The budgeted amount will be distributed equally over fall and spring, and any amounts not used will be rolled over to the following academic year to supplement the budgeted two hundred thousand dollars (\$200,000). The time of weekly student office hours shall be in writing and communicated to the students via the course syllabus and the college's learning management system. Adjunct professors may be approved up to a maximum of eight (8) total hours. Adjunct professors shall provide a plan to the Educational Administrator on how they will distribute their approved total hours. Student office hours must be scheduled during a time students are reasonably expected to be available. Student office hours are potentially available to those adjunct professors who choose to apply for student office hour funding. Student office hours will be communicated to students by the adjunct professor providing an updated syllabus and notice on the college's learning management system. It is up to the adjunct professor to identify a student office hour location in collaboration with the educational administrator. The

Vice President or Provost will invite adjunct professors to participate in the pilot program. Adjunct professors who are interested must complete the appropriate request form by Friday of the first week of each semester. Priority will be given to adjunct professors with the greatest amount of LHE all the way down to the least LHE. Determination by the area Vice President or Provost will be made no later than the second week of the semester. The pilot program Adjunct Professor Student Office Hours for fall and spring terms will remain at a rate of forty dollars (\$40) per hour for the length of this pilot program.

10.C. Time of Assignments: When necessary, due to the uncertainties in enrollment, professors may be assigned for service at any time during the regular day or evening schedule. Such evening assignments will be made so there is a minimum of inconvenience to professors and to keep such assignments within the normal teaching load.

10.D. Cancellation of Assignments: When necessary, due to the uncertainties in enrollment, professors may be reassigned for service at any time or may have their class section(s) canceled in accordance with Article 26.B. Such cancellations will be made in accordance with the professor's reassignment rights.

10.D.1 Reassignment Rights for Canceled Classes:

10.D.1.a An adjunct professor who has all their accepted assignments canceled due to enrollment reasons or reassigned to full-time professors to meet contractual load obligations within two (2) weeks prior to the beginning of the assignment, and whose assignment is unable to be replaced by 10.D.1.b, shall be compensated one (1) week of pay based on the total amount of LHE canceled equivalent to a 16-week assignment. The adjunct professor's hourly rate shall be equal to the hourly rate set to be earned during the semester in which the assignment was canceled.

Regular professors who have met their contractual LHE load shall not displace adjunct professors for regular professors' cancelled overload assignments.

10.D.1.b Adjunct professors with rehire rights who have an assignment of one class and that class is canceled have a right to displace adjunct professors without rehire rights up until the Friday before the first day of the term to replace the lost LHE. Adjunct professors with more than one class who have all their classes canceled have a right to displace adjunct professors without rehire rights up until the Friday before the first day of the term. The day, time, and room location of the class shall not change.

10.E. Adjunct Professors: Deans shall make every effort to provide space/equipment for adjunct professors to meet with students and to conduct other teaching and/or College activities.

10.F. Class Time: Unless there are extenuating circumstances, classroom professors shall be at assigned teaching

locations ready to conduct class prior to the scheduled time for the beginning of each class and shall not, without authorization, dismiss any class before the scheduled time of adjournment.

10.G. Professor Load and Compensation:

10.G.1. Lecture Hour Equivalents (LHE): A full-time load for an academic year is defined as 30 LHE. For credit professors, one LHE is one lecture hour per week for one semester. Thus, 15 lecture hours (or lecture equivalent hours) per week for two semesters constitutes a full load.

10.G.2. Meeting Contract Load: Contract load may be met during fall and spring terms; up to 3 LHE assigned during winter intersession may be applied toward fall semester load, and up to 6 LHE assigned during winter intersession may be applied to spring semester load. Professors who elect to meet a portion of the contract load during the winter intersession may teach a maximum of 10 LHE for the intersession, with any portion of the load not assigned to the contract designated as an overload to be paid at the appropriate hourly rate. Professors who do not elect to meet a portion of the contract during the winter intersession may teach a maximum of 10 LHE for the term to be compensated at the overload hourly rate (Appendix C).

10.G.3. Calculating Load: A professor's load shall be determined by adding lecture hours plus the product of the appropriate load factor times other teaching hours in the assignment.

10.G.4. Overload: If a professor's load exceeds the 30 annual LHE, as an extension of their regular assignment, the professor shall be compensated at 18 times the appropriate hourly rate shown in Appendix C for each excess LHE. Contractual overload shall be compensated according to Appendix C.

10.G.5. Laboratory Courses:

- Teaching Labs: Laboratory classes having established lab parity shall be classified as "teaching labs" and shall be equivalent to lecture classes for the purposes of compensation and load.
- The load factor for laboratory courses is maintained at 0.750 LHE.

10.G.6. Double Ticket Sections: Double ticket sections that result in a class with twice the class limit indicated in the official course outline shall be compensated with a 25% increased load factor plus a stipend equal to the assigned professor's increased load factor of 25% based on the professor's pay rate. Thus, a 3 LHE class taught as a double ticket class will result in a 3.75 LHE for the professor plus the stipend. In the Technology and Health Division, whenever two or more lecture sections of the same course with an aggregate course limit that is equal to or exceeds 48 are offered at the same time and are taught by an individual faculty member, the faculty member shall receive a 25% increase in load for the lecture portion of the course plus a stipend equal to the increased load factor of 25%. The scheduling of double ticket sections shall be mutually agreed upon by the division dean or

designated educational administrator and the professor, in consultation with department chairs. Acceptance of double ticket sections shall be voluntary.

10.G.7. Summer and Winter Intersession Scheduling: For the intersession schedule, each department shall determine and forward information to their Division Dean regarding the variety of class sections, including the number of days per week and the time of day, in order to meet student needs, pedagogical needs and working conditions specific to the department. This section does not supersede the management's right to determine the schedule and assign faculty.

10.G.8 Equivalent Loads:

10.G.8.a. Counseling professor and Instructional Specialist professor load shall be calculated by adding the assigned teaching LHE (if any) plus the number of counseling hours divided by 37.33 (1 LHE = 37.33 hours of counseling). Counseling professors and Instructional Specialists professors on an 11-month contract shall work a total of 1,248 Basic Assignment Hours as per Article 10.H.2. ($1,248/33.43$; 1LHE = 37.33 hours/LHE). Counseling professors and Instructional Specialists professors on a twelve month contract shall work a total of 1,370 Basic Assignment Hours ($1,370/36.69$ LHE = 37.33/hours/LHE).

10.G.8.b. The Library professor's load shall be calculated by adding the assigned teaching LHE (if any) plus the number of librarian hours divided by 40.83 (1 LHE = 40.83 hours of librarian work). Library professors on an 11-month contract shall work a total of 1,365 Basic Assignment Hours as per Article 10.H.2. ($1,365 \text{ hours}/33.43 \text{ LHE} = 40.83 \text{ hours/LHE}$). Library professors on a 12-month contract shall work a total of 1,498 Basic Assignment Hours ($1498/36.69 \text{ LHE} = 40.83 \text{ hours/LHE}$.)

10.G.8.c. The noncredit professor's load shall be calculated by multiplying 5/12 times the noncredit class hours. Thus, 36 noncredit basic assignment hours per week are equivalent to 15 LHE. The noncredit professor's load shall be calculated by adding the assigned teaching LHE plus the number of service hours divided by 38.4 (1 LHE = 38.4 hours of noncredit service). Noncredit professors on a 10-month contract shall work a total of 1,152 Basic Assignment Hours as per Article 10.H.2. ($1,152/30 \text{ LHE} = 38.4 \text{ hours/LHE}$). Full-time noncredit professors will teach at least one class during each primary term but not more than 30 lecture hours of teaching per week to provide time for office hours, curriculum development, preparation, and other appropriate duties. Office hours will be included in hours of service to the College.

Lecture Hours of Teaching	Hours of Service to the College
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30	10
29	11
28	12
27	13
26	14
25	15
24	16
23	17
22	18
21	19
20	20
19	21
18	22
17	23

Lecture Hours of Teaching	Hours of Service to the College
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16	24
15	25
14	26
13	27
12	28
11	29
10	30
9	31
8	32
7	33
6	34
5	35
4	36
3	37
2	38
1	39

10.G.9. Instructional Specialist Professors: Each full-time Instructional Specialist professor shall devote the Basic Assignment Hours and their Hours of Service to the College as listed in Article 10.A.1-2. If an instructional specialist professor serves on a committee that meets during their Basic Assignment Hours, that time is included in Basic Assignment Hours. If the committee meetings fall outside Basic Assignment Hours, that time is included in Hours of Service to the College. These hours are exclusive of overload or extra pay assignments. The immediate educational administrator shall schedule assignments following a discussion with each instructional specialist professor. Insofar as possible, hours of duty within the program shall be distributed equitably among those professors assigned to the program.

10.G.10. Counseling Professors: Each full-time counseling professor who does not have a teaching assignment shall devote the Basic Assignment Hours and their Hours of Service to the College as listed in Article 10.A.1-2. If a counseling professor serves on a committee that meets during their Basic Assignment Hours, that time is included in Basic Assignment Hours. If the committee meetings fall outside Basic Assignment Hours, that time is included in Hours of Service to the College. These hours are exclusive of overload or extra pay assignments. With the approval of the immediate administrator, counseling professors may have a schedule with variable hours each week. The immediate educational administrator shall schedule work hours following a discussion with each member professor of the department. Insofar as possible, hours assigned to teaching responsibilities within the department shall be distributed equitably among the department.

<u>Lecture Hours</u> <u>of Teaching</u>	<u>Hours of</u> <u>Counseling</u>	<u>Basic</u> <u>Hours</u>	<u>Service to the College</u> <u>Hours</u>
0	32	32	8
1	30	31	9
2	28	30	10
3	26	29	11
4	24	28	12
5	22	27	13
6	20	26	14
7	18	25	15
8	16	24	16
9	14	23	17
10	12	22	18

Full-time counseling professors assigned to the general counseling program will have the option of teaching at least one class during any fall or spring term, although a teaching assignment is not mandated. Counseling professors assigned to special programs, including Access and EOPS, are not guaranteed teaching assignments in the general counseling program; however, these counseling professors may be given teaching assignments in the general counseling program when available.

10.G.11 Library Professors: Each full-time librarian professor who does not have a teaching assignment shall devote the Basic Assignment Hours and their Service to the College Hours as listed in Article 10.A.1-2. If a librarian professor serves on a committee that meets during their Basic Assignment Hours, that time is included in Basic Assignment Hours. If the committee meetings fall outside Basic Assignment Hours, that time is included in Hours of Service to the College. These hours are exclusive of overload or extra pay assignments. The immediate educational administrator shall schedule work hours following a discussion with each library professor. Insofar as possible, hours assigned to library professors' responsibilities within the department shall be distributed equitably among department members.

<u>Lecture Hours of Teaching</u>	<u>Hours of Librarians</u>	<u>Basic Hours</u>	<u>Hours of Service to the College</u>
0	35	35	5
1	33	34	6
2	31	33	7
3	29	32	8
4	27	31	9
5	25	30	10
6	23	29	11
7	21	28	12
8	19	27	13
9	17	26	14
10	15	25	15

10.H. Required Work Days: The number of required work days for each academic year shall be as follows:

10.H.1. 10-Academic Month Employees: 175 work days with a required teaching load of 30 LHE plus hours of service to the college.

10.H.2 11-Calendar Month Employees: 195 work days with a required load of 33.43 LHE plus hours of service to the college. Counseling professors and Instructional Specialist Professors on an 11-month contract shall work a total of 1,248 Basic Assignment Hours. Library professors on an 11-month contract shall work a total of 1,365 Basic Assignment Hours. 11-Calendar Month Employees shall be restricted to counseling professors, instructional specialist professors, and library professors.

10.H.3. 12-Calendar Month Employees:

10.H.3.a. Counseling Professors, Instructional Specialist Professors, and Library Professors: 214 work days with a required load of 36.69 LHE plus hours of service to the college. Counseling professors and Instructional Specialists professors on a 12-month contract shall work a total of 1,370 Basic Assignment Hours. Library professors on a 12-month contract shall work a total of 1,498 Basic Assignment Hours.

10.H.3.b Other full-time professors with 12-month contracts: 214 work days with a required load of 36 LHE plus hours of service to the college. This assignment is limited to professors in instructional programs with a mandated 12-month program except for the faculty leadership in the Academic Senate and the Faculty Association. The Faculty Associations President, the Faculty Association Vice President, and the Academic Senate President shall be assigned a twelve-month, 100% reassigned time position with 214 work days and a

required annual load of 36 LHE.

The Academic Senate shall be given 40 LHE to use for their other officers (Vice President(s) and Secretary). The President of the Academic Senate will inform the District on how the reassigned time will be distributed.

10.H.4. Professors Previously Designated as 11- or 12-month Employees: Any full-time professor hired prior to July 1, 2008, and serving as a current employee under the previously designated 11- or 12-month contracts shall be covered until separation/retirement from the District, under the Agreement between the Mt. San Antonio Community College District and the Faculty Association for July 1, 2005 – June 30, 2008, Revised July 2007, sections 10.H.2. (11-Calendar Month Employees) and 10.H.3. (12-Calendar Month Employees). Agricultural Science professors on an 11-month contract shall work an additional 22 days beyond the number of required work days for 10-month College employees (or 197 days). Agricultural Science professors on a 12-month contract shall work an additional 44 days beyond the number of required work days for 10-month College employees (or 219 days). Counseling professors on a 12-month contract shall work a total of 1,370 Basic Assignment hours. Library professors on a 12-month contract shall work a total of 1,498 Basic Assignment Hours. All full-time professors serving under 11- or 12- month contracts will submit a calendar to their immediate manager by July 1 of each academic year, designating the additional days/hours.

Full time professors with 12-month contracts (214 days) will have a contract load obligation of 36 LHE.

10.H.5. Meeting the Contractual Obligation: The contractual obligation may be met at any time during the period from July 1 through the end of the individual's contract year; exceptions must be mutually agreed upon between the professor and division dean prior to implementation.

10.I. Flex Days: Two (2) of the required work days of each academic year shall be designated as flex (flexible) days for the purpose of staff development activities. The first day will be designated on the College calendar as the last Friday before the start of fall term classes. The second flex day shall occur on the last Friday before the start of spring term classes. The District will designate one (1) of these days as a mandatory day of participation by all full-time professors in a planned Department/Division activity. This designation must be made prior to the first week of the previous year's winter intersession. The second day will be deemed a floating flex day and may be met at any time other than Basic Assignment Hours during the period of July 1 through the end of the individual's contract year and shall be accounted for by self-certification from all full-time professors within two (2) weeks of the end of the spring semester. The self-certification form will be available online. The form should be completed online and submitted electronically to Human Resources. Failure to submit the form within two (2) weeks of the last day of the spring semester will result in a deduction of one (1) day from the first regular pay warrant issued for the fall semester. The President may call a mandatory general professor meeting at the required flex day not to exceed two (2) hours on the

Department/Division Flex Day with notification of not less than one month prior to the required flex time. The time allocated for the general meeting shall be reduced from the required flex time. Each flex day requires at least six (6) hours of staff development activities.

- 10.J. 12-Month Term of Employment: Unless mutually agreed to the contrary between the professor and the District, twelve-month professors as of the date of signing this Agreement shall not have the term of their employment reduced during the term of this Agreement.
- 10.K. Preparations: No more than three (3) preparations per professor per term shall be the goal of the District and the Association. If more than three (3) preparations are necessary to meet the particular needs of students or to meet the unique needs of a department, such additional preparations will only be assigned by the appropriate educational administrator following discussion with all affected members of the department. When such additional preparations are necessary, they shall be distributed equitably among department members.
- 10.L. Overload Assignments: Any offering of the District which is appropriate to an established department shall be made known to all full-time professors within such department before scheduling the courses, and an overload assignment is one that exceeds 15 LHE or the equivalent load as defined in Article 10.G.8. All qualified full-time professors within a department shall have an equal opportunity for overload assignments. All overload and contract load assignments shall be made to full-time professors prior to the scheduling of the adjunct professors.
- 10.L.a. Regular professors may not displace adjunct professors after the first day of the semester except as necessary to meet contract load.
- 10.M. Department Chairs:
- 10.M.1 Department Chair Assignments: Department chairs shall receive remuneration, per Appendix B. Hours that would have been spent teaching will be required on campus, per a schedule approved by the division dean. All department chairs shall participate in two (2) department chair training or workshops/retreats offered through Professional and Organizational Development. Additionally, during primary term months, department chairs shall participate in mandatory monthly meetings as a part of their overall assignment.
- 10.M.1.a. Office Hours: Hours that would have been spent teaching shall be replaced by department chair office hours per a regular schedule approved by the division dean. 1 LHE of reassigned time requires one (1) regular office hour per week during the primary terms.
- 10.M.1.b. Work Assignment: The total required assignment hours for department chairs, including department chair office hours, will be determined by examining the total amount of

reassigned time as per Appendix B. 3 LHE of reassigned time is equivalent to 8 hours/week during the primary terms. 1 LHE of reassigned time is equivalent to 2.6 hours/week.

10.M.1.c. Mandatory Training: Department chairs are required to attend two (2) hours of mandatory department chair training per primary term. This training will be offered on the Wednesday prior to the start of the primary term.

10.M.1.d. Mandatory Department Chair Meeting: Department chairs shall attend no more than two (2) hours of mandatory department chair meetings per primary term month. These hours will be planned and scheduled by the Office of Instruction or the division deans. When necessary, chairs may request permission from their dean to attend monthly meetings virtually.

10.M.2. Department Chair Term: The department chair assignment is a ten (10) month assignment. Department chairs will be accessible to students and staff the week prior to the start of the fall and spring terms.

10.M.3. Fulfilling Responsibilities: If circumstances develop that indicate that the department chair is not fulfilling their assignment, the division dean will consult with the Faculty Association to determine by mutual agreement the best path forward to resolve the issue. If the administrative determination is made to end the department chair assignment, another professor will be elected by the department to complete the term.

10.M.4. Department Chair Elections:

10.M.4.a. Eligibility: Department chair candidates shall be tenured unless no tenured professor is available to serve. Any full-time professor shall be permitted to run as chair or co-chair within each department. Division deans shall provide the department's professors with the current department chair's eligibility status should the current department chair request to be considered for a consecutive term. This eligibility shall be based on the annual evaluation documents of the department chair (H.10.) and will be provided to the department no later than the end of the tenth week of the spring semester. An overall summary rating of "performance does not meet the standard" will make the current department chair ineligible to run in the next election.

10.M.4.b. Election Procedures: Department chair elections shall occur annually, and the manner in which nominations are gathered and votes are tallied is up to each department. Each department shall decide upon an election representative to collect nominations, tally votes, and announce results. Representatives may include any full-time professors,

adjunct professors, educational administrators, or other personnel from any department. The election representative shall not be any professor interested in running for chair or co-chair in the department being represented. The election representative shall be decided upon by the department no later than the second department meeting of the spring semester. The election representative shall be responsible for communicating election procedures and timing to all eligible voters and the appropriate educational administrator. Nominations for department chair occur after the department chair has been evaluated but no later than the end of the 12th week of the spring semester and shall be communicated to the election representative through District email. Full-time professors nominated as co-chair teams shall accept the nomination only if they agree to co-chair with the other full-time professor nominated.

Department chair elections, by secret ballot, and in any manner chosen by the election representative, including online polling applications, shall be communicated to all eligible voters, open for a period of seven (7) calendar days and shall be concluded prior to the end of the 14th week of the spring semester. No voting process should ever exclude eligible voters who cannot physically cast a vote by coming to the college. Election representatives shall maintain records of each chair election results for a period of one calendar year or until the next chair election, whichever is longer, and make them available to the Vice President of Human Resources (or designee) upon request based on a need for an election audit; however, the votes of individuals shall always be kept confidential beyond that level.

Eligible voters include full-time professors and adjunct professors who submitted their availability and class assignment preferences for the current academic year. In all cases, there shall be at least two (2) weeks between the call for nominations and the actual election.

10.M.4.c. Administrative Responsibility: Division deans, associate deans, or designees shall have the right to ask for each department's chair election procedures from the election representative as laid out in 10.M.4.b. Division deans, associate deans, or designees shall communicate the department chair duties and current department chair eligibility. Department chair elections that result in a tie shall be decided by the appropriate Vice President.

10.M.5. Summer/Winter Intersessions: Department chair assignments for the summer and winter intersessions shall be established using the following procedures:

- All department chairs must submit their intent to work the winter intersession (or provide the name of a substitute) in writing to the division dean no later than October 1 of each year. At least 1 LHE

from the provided Flex LHE must be used for the winter intersession.

- All department chairs must submit their intent to work the summer intersession (or provide the name of a substitute) in writing to the division dean no later than May 1 of each year. The District shall provide 1 LHE to be used for the summer intersession.
- Summer and winter intersession assignments, if approved, will be paid at a rate of 1 additional LHE.
- Department chair duties and responsibilities for the summer and winter intersession will take place during the scheduled dates of those terms as approved by their division dean or designated educational administrator. The duties and responsibilities performed during this time will be consistent with the department chair's duties and responsibilities.
- The one-time commitment for intersession assignments for department chairs will be 42.67 hours (1 LHE) per intersession, of which 18 hours must be served on campus as office hours. Office hours may be served in person or remotely as synchronous by appointment office hours with mutual agreement between the chair and their division dean or designated educational administrator.
- The distribution of hours over each period of the intersession will be determined by mutual consent of the division dean and department chair based on the needs of the department.

10.M.6. Selection of an Alternate: If the duly selected department chair chooses not to work during the summer and/or winter intersession, the department will recommend an alternate using the department chair selection process. If the department chooses not to select an alternate, the division dean may select a professor to serve in that position. If an alternate is selected, they shall be paid the established department chair stipend and shall perform department chair duties and responsibilities.

10.N. Faculty Reassigned Time Expectancies: Professors may be presented with the opportunity to perform certain tasks on District approved reassignment. Where several areas are/may be affected by the reassignment, the appropriate educational administrators from all areas must agree to the assignment. The reassigned time can be used in the fall and/or spring semesters with a schedule approved by the appropriate educational administrator. The professor and the appropriate educational administrator will develop and mutually agree to a list of performance expectancies relevant to the reassignment prior to the end of the second week of the commencement of the assignment. The Faculty Reassigned Time Expectancies form can be found in Appendix I.a. These expectancies will include but are not limited to, the purpose of the assignment, specific objectives, expected outcomes, planned timelines, a periodic schedule of activities, and percentage of a full load reassignment and its equivalent of a 40-hour work week. These expectancies will provide the basis for

evaluations of the professor's performance by the appropriate educational administrator and recommendations for continuation in the reassignment. This evaluation is to occur annually and may occur each semester. Professors who are not recommended for continuation in the reassigned time assignment shall not be eligible for continuation in the assignment the following year but are eligible for future appointments to this reassigned time position. The evaluation of the reassignment will be completed no later than the end of the tenth week of the spring semester. The Faculty Reassigned Time Evaluation Form can be found in Appendix I.b. The appropriate educational administrator is responsible for the distribution of the forms (Appendix I.a and I.b).

10.N.1. Appointments: The process for appointments to reassigned positions in Appendix E shall be as follows:

10.N.1.a. Department Positions: Election by department professors for a up to a 3-year term, as determined by the department prior to the election. The election shall take place after the evaluations have been completed to determine eligibility for professors who are interested in serving a consecutive term.

10.N.1.b. Division Positions: Election by division professors for a up to a 3-year term, as determined by the division prior to the election. The election shall take place after the evaluations have been completed to determine eligibility for professors who are interested in serving a consecutive term.

10.N.1.c. Academic Senate Appointments: Shall be appointed by the Academic Senate President and confirmed by the Academic Senate for a 2-year term as appropriate. The appointment shall take place after evaluations have been completed to determine eligibility for professors who are interested in serving a consecutive term.

10.N.1.d. All other positions shall be appointed by the Vice President of Instruction in consultation with the President of the Faculty Association.

10.N.1.e. All positions will be advertised to all eligible professors, and a transparent, equitable, and inclusive process shall be used to determine the most qualified candidate to fill the position.

10.N.1.f. Fulfilling Responsibilities: If circumstances develop that indicate that the professor on reassignment is not fulfilling their assignment, the division dean and the appropriate vice president will consult with the Faculty Association to determine by mutual agreement the best path forward to resolve the issue. If the administrative determination is made to end the reassignment for that particular professor, an alternate professor will be appointed according to the appropriate college process.

10.O. Temporary Reassigned Time for Exceptional Levels of Service to the College: For each fiscal year, the District

shall provide a pool of 50 LHE, divisible into 1.0 LHE increments, to provide temporary reassigned time to professors who are engaged in exceptional levels of services that support the College, but who are not otherwise receiving an adjustment in workload to reflect that effort.

For each fiscal year, the District shall provide an additional pool of 25 LHE, divisible into 1.0 LHE increments, dedicated exclusively to provide temporary reassigned time to professors who are engaged in exceptional levels of service that support the College's interest in diversity, equity, and inclusion, but who are not otherwise receiving an adjustment in workload to reflect that effort.

One (1) LHE of reassigned time reflects an expectation of forty-two and two-thirds (42.67) hours of service. (15 LHE = 40 hours/week x 16 weeks, so 1 LHE = $40 \times 16/15 = 42.67$ hours)

Assigned time from this pool may be awarded to professors to perform projects that require professors' expertise. Such projects may include the exploration, development, or implementation of high-impact educational practices (Faculty Inquiry Groups), new program creation, and other services to the college that goes significantly beyond the normal expectation of all professors. In addition, assigned time from this pool may be awarded to small scale proposals that would otherwise qualify for consideration under Article 16.K. (sabbaticals). No single project assigned time from this pool shall be awarded more than 9 LHE.

In addition, the District agrees to allocate up to \$5,000 each year for supplies and equipment requested for these projects.

- 10.O.1. Application: Applications for temporary reassigned time shall be submitted to the professor's Division Dean, who will comment and forward the project proposal to the Instruction Office. Applications are due to the Division office by May 1st for projects to take place the following fall or winter terms and by December 1st for activities proposed for the following spring or summer terms. If equipment or supplies are needed, the lead professor shall get bids for the equipment/supplies and shall submit these bids with the application.
- 10.O.2. Evaluation: The applications shall be evaluated by the Exceptional Service Committee, which will consist of two managers selected by the College President and two professors selected by the Faculty Association President. The Committee will forward their recommendation to the appropriate Vice President for final approval.
- 10.O.3. Criteria: The Faculty Association and District shall mutually agree on and make public the criteria by which they evaluate the applications, and these criteria are subject to approval by both the Association and the District. Such criteria shall be written to prioritize applications from professors who have not recently been awarded temporary reassigned time. The criteria shall further be written to place at a reduced priority applications which last for more than one semester or continue or expand a recent activity or sabbatical project unless the proposal has direct interaction with students.

- 10.O.4. Modification Prohibited: If approved, the application shall be followed without change.
- 10.O.5. Notification: The Instruction Office shall notify all applicants of their approval status (approved/not approved) prior to the start of the term in which the proposed activity is to be undertaken.
- 10.O.6. Limits: Load (LHE) earned by professors under this section is subject to existing load limitations (10.Q.1. and 10.Q.4.).
- 10.O.7. Report: At the conclusion of the project, the professor(s) shall submit a report to the Faculty Association and the Instruction Office detailing the project and its results. The Instruction Office will publicize the reports to the college campus.
- 10.P. Work Experience:
- 10.P.1. Compensation and Load: Pay for work experience is 0.10 LHE per student per term. Load earned by professors assigned work experience courses may be assigned to adjunct professors or full-time professors as overload and is subject to existing load limitations (10.A.4., 10.Q.1., and 10.Q.4) Compensation for work experience load assignment will be determined at census date and will be made upon completion of all required professor assignment obligations and grade submission.
- 10.P.2. Professor Responsibilities: Professors assigned work experience courses are responsible for in-person consultations (at the job site) with the employer or designated representatives to discuss students' educational growth on the job. If the worksite location is greater than fifteen (15) miles away from the College, the professor must verify that the worksite physically exists via website or communication with the supervisor and must provide documentation of this verification. Acceptable tools to use, in lieu of an in-person visit, for sites greater than fifteen (15) miles from the school are telephone, teleconference, email/internet, or videoconference. Professors must also conduct a written evaluation of students' progress in meeting the job learning objectives, consult with students in person to discuss students' educational growth on the job, and submit a final course grade for each student by the College's established grade submission dates.
- 10.Q. Overload and Extra Pay Assignments: Overload and extra pay assignments shall include teaching overload, reassigned time, and special assignments such as the implementation of grants, coordination of activities, or any other similar assignments.
- 10.Q.1. Maximum: The standard maximum allowable assignment beyond Basic Assignment Hours and Supplemental Hours for any term shall be 10 LHE.
- 10.Q.2. Exceptions:

- 10.Q.2.a. Authorization: Exceptions to this limitation may be made only with the authorization of the division dean or educational administrator and appropriate vice president.
- 10.Q.2.b. Reporting Exceptions: Any and all exceptions to this standard maximum overload must be reported by the Office of Instruction at the end of each term to the Academic Senate President, the Faculty Association President, and the Vice President of Human Resources. The Faculty Association President will distribute the information to all department chairs for open disclosure at department meetings.
- 10.Q.3. Performance: Less than satisfactory performance of the professor substantiated by students, peers, department chairs, and/or educational administrator may result in restriction of any or all overload at the discretion of the immediate educational administrator.
- 10.Q.4. Intersession Load Limits: Each summer and winter intersession, the professor's load shall be limited to no more than 1.67 LHE hours per week.
- 10.Q.5. Stipend Conversion: Payment of stipends shall be converted to equivalent weekly hours using the current adjunct professor pay rate (excluding department chair stipends, Appendix B). If any existing stipends listed in Appendix D exceed the equivalent of ten (10) hours per week, the recipient will not be allowed any additional overload or extra pay assignment during the term the stipend is earned. For grants, the reviewing educational administrator and the professor will determine the equivalent weekly hours for assignments.
- 10.Q.6. Four-day Work Week: Professors who have more than five (5) weekly hours of overload and/or extra pay assignments shall be required to work a 4-day work week on campus or at other assigned locations and may be met by a minimum of two (2) hours per day for a minimum of four (4) days, for each week of the adopted calendar. On-campus assignments include professional responsibilities. Professors who are assigned evening classes as a part of their regular load will not be assigned a class prior to 10:00 a.m. the following day unless mutually agreed upon by the professor and their division dean or designated educational administrator. Through a mutual agreement with the division dean or educational administrator, professors may meet one (1) of the four (4) required on-campus days synchronously through technology communication. Technology communication shall be conducted through official College professors and student accounts.
- 10.Q.7. Non-credit: Full-time professors who teach non-credit overload shall have that overload paid at the appropriate step and column in the "Continuing Education Professors" salary schedule in Appendix C.
- 10.R. Adjunct Professor Rehire Rights: Adjunct professors who have been working within a discipline as defined by the Minimum Qualifications for Faculty and Administrators in California Community Colleges Handbook for a

total of eight (8) primary terms or more, three of which occurred in the most recent three (3) years, and whose two most recent evaluations exhibit an overall summary in classroom visitation and department chair or educational administrator summary of "meets the standard" shall be granted rehire rights. Any adjunct professor with rehire rights shall have priority of assignment based on the priority lists established in Article 10.R.1. for one (1) class in their discipline within the department in which rehire rights were earned. This priority of assignment shall be honored during all primary and intersession terms. A class is defined as a course reference number (CRN) except in cases of lecture/lab classes that are scheduled independently of one another. In those cases, the priority of the assignment may include only one portion of the class. This class will generally be assigned from those that the professor has taught during the four (4) years or more time period and/or that the chair, dean, and professor mutually agree that the professor is qualified to teach. The class assignment shall be made within the time period the adjunct professor has designated as preferable if appropriate classes are scheduled in that time period. The adjunct professor with rehire rights shall be assigned a class in order of priority, provided that the professor is available to teach the class. The District is not limited to offering only one class to adjunct professors. For the following non-teaching professors in counseling, library, and instructional specialist, the priority of assignment for one (1) class shall be equivalent to six (6) hours of counseling non-teaching per week.

10.R.1. Seniority Lists: The lists shall be maintained by Human Resources and ordered by the first day of assignment per discipline, then if a tie by the number of sections previously taught at Mt. SAC, then if a tie by the most recent or the highest classroom or non-teaching evaluation scores, then if a tie by lottery. "Expertise" is defined to include all courses the professor has previously taught at Mt. SAC during the eight (8) primary terms or more (as defined in 10.R.3) and/or those that the chair, dean, and professor mutually agree that the professor is qualified to teach. Expertise shall not be determined by teaching experience in a course modality. Departments shall establish seniority lists of professors with expertise by discipline.

10.R.1.a. Scheduling of Assignments or Equivalent for Adjunct Professors:

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| 10.R.1.a.1. | Each department and discipline shall schedule regular professors as per this contract. |
| 10.R.1.a.2. | If there are assignments remaining to be assigned, adjunct professors with rehire rights shall then be assigned for their one contractual assignment or equivalent based on their rehire right status in 10.R according to the maintained Human Resources' seniority list based on the adjunct's preference. |
| 10.R.1.a.3. | After adjuncts with rehire rights are scheduled, any remaining assignments shall be scheduled based on adjunct availability and seniority or expertise. |

10.R.1.a.4. Unanticipated Needs: Unanticipated scheduling needs are defined as assignments or the equivalent added or changed after enrollment starts. The District shall make every effort that these last minute unanticipated scheduling needs and changes are handled equitably among adjunct professors based on student needs and assigned based on seniority whenever possible. The District shall maintain records of scheduling based on unanticipated needs.

10.R.2. Exceptions: An exception may be established by the Vice President of Instruction or Provost for very small departments where developing/sustaining a pool of hiring qualified professors could be at risk as a result of this process. The Vice President of Instruction or Provost shall consult with the division dean, the department chair, and the Faculty Association.

10.R.2.a. Classified employees of the College hired to serve as adjunct professors shall not earn rehire rights. Rehiring rights as defined in 10.R. will be earned at the time adjunct classification becomes primary and will be inclusive of all previous assignments within a discipline.

10.R.3. Suspension of Rehiring Right: The professor's rehiring right shall be suspended when they receive an overall rating summary evaluation in classroom visitation, or department chair summary evaluation of "performance does not meet the standard" or have a break in service of four (4) consecutive primary terms. Note that a summary evaluation of "improvement recommended" does not suspend rehiring rights but may lead to additional evaluations per Article 18.L. The rehiring right is reinstated when the adjunct professor receives two (2) consecutive "meets the standard" evaluations for all methods of evaluation. These evaluations will occur the next two (2) semesters that the professor actually teaches and will include classroom visitations, student evaluations, and a summary evaluation which is completed by the appropriate department chair or educational administrator.

10.R.4. Status Quo Assignment of Load: If adequate assignments are available within a professor's stated available times, the department shall strive to assign that professor at least the same load in the same semester as the previous year, up to the limit of 67% (10.05 LHE).

10.R.5. Retired Faculty Right: Retired full-time professors shall become professors emeriti and be awarded eight (8) primary terms of service credit to achieve rehiring right status and shall be placed on the rehiring rights seniority list.

10.R.6. Contingent Status of Reemployment: In all cases, adjunct professor assignments shall be temporary in nature, contingent on enrollment and funding and subject to program changes, and no adjunct

professor shall have reasonable assurance of continued employment at any point, irrespective of the status, length of service, or reemployment preference of that adjunct temporary professor.

10.S. Adjunct Professors Participation in Departments:

10.S.1. Adjunct professors shall be invited to department meetings. Adjunct professors shall have the option to attend in person or remotely. They are encouraged to provide input and express opinions to their departments. Adjunct professors shall not participate in selecting screening committee members for full-time faculty positions.

10.S.1.a. Adjunct professors not teaching in the School of Continuing Education who attend department meetings or participate in department committees other than meetings focused on Student Learning Outcome (SLO) assessment and dialogue shall not be compensated for such participation.

10.S.1.b. Adjunct professors shall be paid for no more than three hours per academic year at the non-teaching hourly rate for district approved participation in meetings focused on outcomes assessment and dialogue. The District may authorize additional paid participation.

10.S.1.c. Adjunct professors teaching in the School of Continuing Education shall be paid for no less than one (1) and no more than four (4) hours per primary term at the non-teaching hourly rate if they voluntarily attend program or division meetings called by an educational administrator for topics other than outcomes.

10.S.2. Input from adjunct professors with rehire rights will be tallied using the normal communication protocols established by each department.

10.T. Classified Employees as Adjunct Professors: Classified employees of the District who have a professor assignment shall be paid according to Appendix C. Those classified that become eligible for overtime as a result of their adjunct professor assignment shall be compensated for any overtime per the appropriate classified unit members' contract with the District.

10.U. Service Credit Calculations for Adjunct Faculty: In accordance with Education Code 22138.5, the following standards for "full-time equivalent" (FTE) are adopted for the purpose of calculating annual creditable service to the California State Teachers Retirement System: consistent with CalSTRS regulations.

Professors Teaching Credit Courses – 525 Instructional hours (calculated as LHE taught x 17.5 since 30 LHE x 17.5 instructional hours/LHE = 525 instructional hours);

Professors Teaching Continuing Education (Noncredit) Courses – 1,152 basic assignment hours, as per section 10.G.8.c;

Counseling professors (11 months) – 1,248 basic assignment hours, as per section 10.H.2;

Counseling professors (12 months) – 1,370 basic assignment hours, as per section 10.H.3;

Instructional Specialists professors (11 months) – 1,248 basic assignment hours, as per section 10.H.2;

Library professors (11 months) – 1,365 basic assignment hours, as per section 10.H.2;

Library professors (12 months) – 1,498 basic assignment hours, as per section 10.H.3.

■ **ARTICLE 11: FACULTY INTERNSHIP PROGRAM** ■

- 11.A. Explanation: The Faculty Internship Program shall be established to allow qualified persons, as defined below, to teach courses under the mentorship of a full-time tenured professor. The purpose of the faculty internship program is to enhance the recruitment of qualified persons into faculty positions, particularly in disciplines for which a shortage of qualified faculty is anticipated.
- 11.B. Qualifications: Persons shall be deemed qualified to participate in the Faculty Internship Program if they meet the following requirements:
- 11.B.1. Disciplines Requiring Master's Degree: For disciplines requiring the minimum qualifications of a master's degree, eligible persons shall be enrolled in a master's or doctoral program at an accredited institution of higher education and should be approaching the end of their graduate studies; they must provide documentation showing (1) completion at least three-quarters (3/4) of the required coursework for the degree or the equivalent, and (2) evidence of being within one year of meeting the regular faculty minimum qualifications.
- 11.B.2. Disciplines Not Requiring Master's Degree: For disciplines for which a master's degree is not expected or required, eligible persons shall possess any license or certificate required to do that work and shall either (1) be within one year of completing the associate degree and have six years industry experience in the discipline, or (2) have completed the associate's degree and have completed five years of industry experience in that discipline.
- 11.B.3. Minimum Qualifications: Persons who meet the regular faculty minimum qualifications but who lack teaching experience may also be included in the Faculty Internship Program.
- 11.B.4. Selection: Departments shall select faculty interns the same way they hire adjunct faculty.
- 11.C. Use of Term: The term "faculty intern" shall not apply to any person, no matter how designated, who only assists in a class taught by a regularly qualified faculty member, and who has no independent responsibility for instruction or supervision of students.
- 11.D. Limitations for Faculty Internship Assignments:
- 11.D.1. Faculty interns shall only be assigned to teach or to serve in a discipline in which they would be legally qualified to teach or render service upon completion of their graduate studies or associate degree and six (6) years of industry experience in that discipline.
- 11.D.2. A faculty intern shall be limited to two (2) years of participation in the program.

- 11.D.3. A faculty intern shall be limited to teaching one (1) course per semester.
- 11.E. Supervision: Each faculty intern shall serve under the direct supervision of a mentor who is legally qualified to teach the course or render the service that the faculty intern is providing. The mentor faculty member shall provide substantial direct in-class supervision and evaluation of the intern's teaching capabilities.
- 11.E.1. The faculty mentor shall have no other assigned duties during the time that the faculty intern is teaching/or rendering service.
- 11.E.2. The mentor is responsible for providing direct monitoring and systematic contact with the faculty intern to ensure that the faculty intern teaches the official course outline and complies in course design and delivery with department requirements for the course.
- 11.E.3. Mentors shall be full-time tenured professors.
- 11.F. Compensation: Compensation for participation in the Faculty Internship Program shall be as follows:
- 11.F.1. The faculty mentor shall receive 1 LHE for each faculty intern supervised.
- 11.F.2. The faculty intern shall receive the remaining LHE for the course taught.
- 11.G. Evaluation: Evaluation of faculty interns shall be the same as for Adjunct and Partial Contract Professors (18.K.)

■ **ARTICLE 12: INTERDEPARTMENTAL TRANSFER** ■

12.A. Explanation: The following procedures will be followed in response to requests made by faculty for transfer from one department to another. These requests can be made only when a vacancy exists in the department to which a professor wants to transfer. Only tenured faculty are entitled to submit a transfer request.

12.A.1. Procedures for Requesting Interdepartmental Transfers:

12.A.1.a. When a tenure-track, full-time position is opened in a department or program, tenured faculty who are currently assigned to a different department or program and who possess the minimum qualifications for the open position may request to transfer to the program or department with the open position.

12.A.1.b. Faculty requesting such transfers must submit a formal request prior to the formal advertising for the open position. The written request should be submitted to the dean responsible for the open position, with copies sent to Human Resources and to the dean responsible for the current assignment of the requestor. The written request shall clearly document that the requestor meets the minimum qualifications for the position. The request shall also include a letter of interest and may include a résumé, letters of recommendation, and other appropriate and relevant information.

12.A.1.c. Prior to considering new applications for the open position, the screening Committee will convene to consider requests for transfer. In the event a screening committee has not yet been formed, the department shall convene a committee to consider the transfer.

12.A.1.d. The screening committee shall either:

- recommend in favor of the transfer request, forwarding the recommendation to the responsible dean and Vice President, who will make the final decision on the request, considering the positive recommendation of the committee, or
- deny the request, in which case the negative recommendation of the committee becomes the final decision.

12.A.1.e. The screening committee or the dean and appropriate Vice President may interview the requestor.

12.A.1.f. If the request is granted, the department/program from which the transfer occurs shall have a vacancy, which the responsible dean may request to fill.

■ **ARTICLE 13: DISTANCE LEARNING** ■

13.A. Distance Learning (DL) Faculty Responsibilities:

13.A.1. Definition: For the purpose of this Article:

13.A.1.a A “distance learning course” is any course that has a regularly scheduled replacement of seat time in which professors and students are separated by distance and interact through the use of communication technology and has been approved by the Distance Learning Committee.

13.A.1.b. A “hybrid course” is any distance learning course that has at least one scheduled on-campus meeting.

13.A.1.c. An “online course” is any distance learning course that has no required on-campus meetings.

13.A.1.d. “Direct Instruction” is defined as instructional approaches that are structured, sequenced, designed, and presented specifically for students, and includes, but is not limited to, instructor-created content, curated material, reading assignments, and other forms of instructional material created for students.

13.A.1.e. A “Learning Management System,” or LMS, is the digital platform used for launching online content and instruction for students, in both synchronous and asynchronous modalities, and acts as a means of student authentication.

13.A.2. Distance Learning professors must use the District-supported Learning Management System (LMS) for instruction for the purpose of student authentication and interaction, but does not exclude the use of 3rd party plugins and external tools launched via the LMS.

13.A.3. Regular and Substantive Interaction (RSI): Distance Learning professors must maintain regular and substantive interaction between professors and students and among students. Regular and substantive interaction means engaging students in teaching, learning, and assessment consistent with the content under discussion in addition to at least two of the following: direct instruction as defined in 13.A.1.d, professor feedback on student coursework, information or response to questions about the content of a course or competency, facilitating a group discussion, or other activities approved by the Distance Learning Committee. Each professor teaching a Distance Learning course (100% online or hybrid) is required to have the same amount of regular and substantive instructional hours as in non-distance learning classes.

Regular and substantive interaction equivalent to a traditional class applies to any portion of a course

delivered through distance learning and shall be evaluated as part of the regular evaluation cycle in accordance with Article 13.C and Article 18.

- 13.A.4. RSI Review: There shall be a review process for Regular and Substantive Interaction. All RSI reviews shall be in consultation with the professor and conducted using the H.13. Rubric to Assess Regular Substantive Interaction (RSI). A professor may choose from one of the following professors to conduct an RSI review of a sample online course:
- An RSI Coordinator; or
 - A professor who has successfully completed an RSI Review and who has taught at least one section of an asynchronous course subsequent to that review; or
 - A professor whose SPOT Certification, SPOT Recertification, or equivalent process included successful completion of RSI and who has taught at least one section of an asynchronous course subsequent to that certification.
- 13.A.4.a. The RSI reviewer may be granted access after a two (2) day notification period for no longer than one (1) week to visit a DL course to ensure that regular and substantive interaction is occurring. This observation shall occur after the 25% mark of the course.
- 13.A.4.b. A follow-up written communication will be sent within two (2) weeks of the observation to the professor, to the department chair, and to the appropriate educational administrator. If regular and substantive interaction is not evident during this observation, the professor may request a second review by another professor as per 13.A.4.
- 13.A.4.c. If the second review does not find adequate regular and substantive interaction, a professor may be required to repeat SPOT certification, SPOT recertification, or its equivalent in order to maintain eligibility for teaching DL courses. This process must include RSI. Teaching DL courses is subject to college need, and loss of eligibility is not in itself a disciplinary action. No disciplinary action or evaluation will result from these observations.
- 13.A.4.d. Once a professor successfully demonstrates RSI during their first review, they will subsequently participate in RSI review during their SPOT recertification cycle.
- 13.A.5. Prior to teaching a Distance Learning Course for the first time, professors are required to obtain Skills and Pedagogy for Online Teaching (SPOT) certification or other certification approved by the Academic Senate. Additionally, these professors are subject to RSI review as outlined in 13.A.4. The District shall not assign a DL course to a professor who does not have current SPOT or other approved certification.

13.A.6. The SPOT certification is valid for a period of four (4) years. Every four (4) years, professors will be required to obtain recertification through a condensed SPOT training approved by the Academic Senate, not to exceed four (4) hours.

13.A.7. Dropping Students: DL professors are responsible for dropping students if they do not regularly participate in activities defined in the syllabus in 20% or more of any part of the scheduled class term prior to the established drop date for the class. Twenty percent (20%) (i.e., in class and replaced seat time) represents 3.2 weeks in a 16-week course, 1.6 weeks in an 8-week course, and 1.2 weeks in a 6-week course.

13.B. Assignment, Workload, and Use of Developed Materials:

13.B.1. Voluntary: All distance learning assignments shall be voluntary. A distance learning assignment may be allocated to meet a professor's contract load due to under-enrollment of an on campus class, with written consent of the professor.

13.B.2. Approval: All assignments to distance learning courses must be approved by the department and division dean. Management retains the right to determine DL offerings and to assign SPOT-certified, or equivalent, professors to these courses.

13.B.3. Load: Distance learning courses will count as part of a professor's regular load. They will be given the same units and LHE credit as in regular courses.

13.B.4. Right of First Refusal: The professor who authors and processes the Distance Learning Amendment Form for a distance learning course shall have the right of first refusal for a single section in the first two years that the course is offered.

13.B.5. Sharing Materials: Professors may share course materials with the permission of the developer(s).

13.B.7. Maximum Distance Learning Workload:

13.B.7.a. Full-time Professor On-Campus Load: A full-time professor shall have at least 33% (5 LHE) of their load on campus for each regular primary term. The proportion of hybrid courses that is taught on-campus shall count as part of the five (5) LHE on campus load requirement.

13.B.7.a.1. Overload: A full-time professor may teach distance learning courses as overload during the primary terms in consultation with the dean or appropriate educational administrator.

13.B.7.a.2. Hybrid Classes: A full-time professor may teach 100% (15 LHE) of each primary term assignment as hybrid course.

13.B.7.a.3. Scheduling Deviations: Any scheduling deviation from the Full-time Professor Load Requirement must be approved by the applicable department chair and the division dean. The President of the Faculty Association and the appropriate Vice President shall be notified of all deviations.

13.B.7.a.4. Weekly Obligations: All full-time professors teaching distance learning courses are subject to the provisions of Article 10.A and Article 10.Q.6, which require work days on campus depending upon load.

13.B.7.b. Adjunct and Full-time Professors Teaching Intersessions: Adjunct and full-time professors teaching intersessions may teach a maximum of ten (10) LHE of their assignment as online learning, hybrid, or any combination of online learning and hybrid courses.

13.B.7.c. Merging of Course Shells: A professor shall be allowed to merge course shells for the same modalities and courses. The professor shall be FERPA compliant.

13.B.7.d. Double Ticket Courses: No online or DL courses shall be scheduled as Double Ticket. This does not apply to on-campus in-person assignments.

13.B.8. Virtual Office Hours: Virtual office hours may be held in proportion to the professor's distance learning load so long as the proportionate office hour is conducted in a synchronous. The establishment of virtual office hours shall be communicated to division offices and students via the course syllabus. Hybrid office hours may be held either on campus or as virtual office hours after consultation with the dean or the appropriate manager.

13.B.9. Traditional Offerings: Whenever a distance learning course is offered, the traditional, on-campus, course shall also be offered at least once a year in consultation with the dean or appropriate educational administrator.

13.B.10. Class Size for Distance Learning Classes: The class size limit for a distance learning class shall be the same as for traditional classes (face-to-face).

13.C. Peer Classroom Visitation in Distance Learning Courses:

13.C.1. The peer evaluator, who shall be SPOT certified or equivalent, shall request permission from the individual professor being evaluated to enter their course during a specific period of time not to exceed three days.

Permission to enter the course shall be given only after the evaluation has guided the peer evaluator through the course (Article 13.C.4).

13.C.2. Only the peer evaluator shall have access to the virtual classroom.

13.C.3. The peer evaluator shall not have direct online contact with students enrolled in the class.

13.C.4. The evaluatee shall guide the peer evaluator through the course by providing directions, explaining the features of the course, and exploring the course with the evaluator.

■ **ARTICLE 14: CLASS SIZE** ■

- 14.A. Class Size Guidelines: Unless adjusted in accordance with the following provisions, class size limits for the term of this Agreement shall be those in effect as of the date of signing of this Agreement, as recorded in the official course outline.
- 14.B. Class Size Committee: The Class Size Committee shall be a committee made up of two administrators selected by the Vice President of Instruction and two faculty appointed by the Faculty Association President.
- 14.C. Class Size Limits: Class limits, including distance-learning classes, may be established or amended only with the approval of the Class Size Committee.
- 14.C.1. Established class limits may be exceeded by more than 20% for a given section(s) only by the voluntary action of the professor with the concurrence of the chairperson and the division dean of the department concerned.
- 14.C.2. Class size shall conform to local, State, and Federal safety regulations.
- 14.C.3. Departmental and individual course differences in faculty-student ratio may be permitted, subject to the specific needs of students in acquiring knowledge in different academic disciplines or subject areas.

■ **ARTICLE 15: LAB PARITY** ■

- 15.A. Teaching Labs Definition: Laboratory courses classified as teaching labs are laboratory courses requiring preparation and student evaluation outside of regular class time by the professor. These courses have, as a primary function, the teaching of concepts rather than skills development as the final outcome of the course. These teaching lab courses are assigned a load and compensation value of one (1) LHE per hour of lab time scheduled. Prep time for the teaching lab is also considered.

Faculty who teach lab parity classes are expected to:

- Construct a lab schedule that centers on topics not covered in the lecture, not the repetitive practice of a skill;
- Assign reports, practicals, and projects that are lab focused and that the professor grades outside the class time separate from the tests, quizzes, and assignments associated with and given during the lecture portion of the class;
- Maintain a continuing active presence in the lab – presenting material not covered in the lecture portion of the class, providing demonstrations, and circulating as to evaluate and assist during lab time; and
- Conduct a final exam (or lab experience) on lab topics during the last week of classes in a different time block than the final lecture exam.

- 15.B. Lab Parity Committee: The Lab Parity Committee shall consist of three administrators, selected by the Vice President of Instruction, and three faculty, appointed by the Faculty Association President, with at least one faculty member from a department with laboratory courses.

- 15.C. Approval: Teaching lab status may be established or amended only with the approval of the Lab Parity Committee. Teaching lab status shall be reviewed by the Lab Parity Committee as part of the regular four-year review of courses in the curriculum to determine whether the laboratory class continues to meet the appropriate criteria for teaching labs. If the course does not have any revision to its units, contact hours, topical outline, measurable objectives, or methods of evaluation, then the Lab Parity Committee shall sign off on the continued parity.

■ **ARTICLE 16: LEAVES OF ABSENCE** ■

16.A. General Provisions:

16.A.1. Authorized Leaves: Leaves under this Article or mandated by law are authorized absences.

16.A.1.a. Family and Medical Leave Act (FMLA): A professor on FMLA for the purposes of the birth of a child or placement of a child with them through adoption or foster care, or to care for a spouse, domestic partner, child or parent who has a serious health condition, is entitled to have the first thirty (30) consecutive calendar days of FMLA leave without a loss of salary or deduction from accumulated sick leave. Such leave shall require verification of FMLA eligibility. Additional FMLA leave, that will be unpaid or deducted from accumulated sick leave, may be granted under the FMLA law.

16.A.2. Unauthorized Leaves: In the case of unauthorized absence, the Board shall withhold pay and other benefits in accordance with the law.

16.A.3. Calculation of Sick Leave:

16.A.3.a. For each hour of basic assignment that a unit member misses due to illness, one hour will be deducted from their accrued sick leave rounded up to the nearest ¼ hour.

16.A.4. Entitlements While on Leave: Unless otherwise provided in this Article, a unit member on a paid leave of absence shall be entitled to:

16.A.4.a. Return to the same position, or as nearly the same position as possible, which they held immediately before the commencement of the leave.

16.A.4.b. Receive credit for annual salary increments provided during their leave.

16.A.4.c. Receive retirement benefits as provided by law and STRS regulations.

16.A.4.d. Receive full insurance benefits during the period of leave.

16.A.4.e. Receive any other benefits to the extent not otherwise prohibited by law.

16.A.5. Substitute Pay: When a faculty member is absent, and a paid substitute is approved by the area administrator, the substitute will be paid at the appropriate LHE rate.

16.B. Sick Leave (Absence for Illness, Injury, or Quarantine):

16.B.1. Provision: Sick leave shall be provided to unit members in accordance with the provisions of the Education Code and with such additions as are provided for within this section.

16.B.2. Unused Sick Leave: Unused sick leave shall accrue from academic year to academic year. Transfer of accumulated sick leave shall be in accordance with the provision of Education Code Section 87782.

Upon separation from the District, the balance of unused basic and excess sick leave shall be reported to STRS.

16.B.3. Rate of Accrual: Sick leave shall be granted to all unit members who are ten (10), eleven (11), or twelve (12) month contract employees at the rate of one day per month in the contract year. A contract unit member shall be granted one day per calendar month, not to exceed twelve (12) days per fiscal year. Unit members earn sick leave during the summer/winter intersession at the rate of one (1) hour earned for each 18 hours of teaching beyond the contract and/or each LHE assigned.

At the beginning of each academic year, every unit member shall receive a sick leave allotment credit equal to their entitlement for the academic year. A unit member may use this credited sick leave at any time during the academic year from July 1 through June 30.

16.B.4. Definition: Essential treatments, examinations for diagnostic purposes, and other absences specifically related to a unit member's health shall be allowed as sick leave when such treatment or examinations need to be made during assigned academic time.

16.B.5. Partial Regular Contract: Unit members on partial contract, not including adjunct faculty, are entitled to proportional sick leave.

16.B.6. Adjunct Faculty: Sick leave for adjunct unit members shall be provided subject to the following conditions:

16.B.6.a. Entitlement: Entitlement shall begin after the unit member has formally accepted their adjunct assignment in the faculty portal.

16.B.6.b. Accrual: For adjunct faculty, sick leave shall be accrued at the rate of one (1) hour earned for each 18 hours of teaching, counseling, or librarian duties. For full-time faculty, sick leave shall be accrued at the rate of (1) hour earned for each 18 hours of overload teaching.

16.B.6.c. Cumulative Effect:

- Primary terms: Sick leave shall be cumulative each term the employee works.
- Intersessions: Sick leave shall be earned for summer/winter intersession at the rate of one (1) hour earned for each 18 hours of teaching.

16.B.6.d. Use of Accumulated Sick Leave: Unit members may use all accumulated sick leave for absences during a primary term or a summer/winter intersession.

16.B.7. Absence Covered by Accumulated Sick Leave:

16.B.7.a. Unit members absent due to illness or injury shall have no salary deduction if such absence is covered by days accumulated for sick leave.

16.B.7.b. Professors using sick leave during employment shall have the deduction made in the following order:

- Sick leave time earned in excess of basic sick leave days before June 30, 1986
- Basic sick leave
- Non-accumulated sick leave

16.B.7.c. Faculty who are required to take time off from work to care for a family member (spouse/domestic partner, parents, children, or other members of the immediate household) may use their sick leave balance to do so. Once the professor has exhausted their sick leave, they are eligible to apply for Catastrophic Leave, which also provides leave for the care of a family member.

16.B.8. Non-accumulated Sick Leave: After all earned sick leave is exhausted, additional non-accumulated leave shall be available for a period not to exceed five (5) academic months. For such non-accumulated sick leave, an amount shall be deducted from the professor's salary equal to that paid to a substitute. If no substitute was employed, the deduction shall be the amount that would have been paid to the substitute based on the hourly rate of Column 1, Step 1 of the appropriate pay scale in Appendix C.

16.B.9. Verification of Absence: A signed statement from the unit member stating illness as a reason for absence shall normally be satisfactory proof of absence; however, a statement by a licensed physician or licensed practitioner may be required.

16.B.10. Notification of Absence: A unit member shall contact the office of the division dean whenever there is a need to be absent and at least thirty (30) minutes prior to missing any work assignment. Should circumstances prohibit this notification, the unit member shall notify the division office in writing within

one week of returning to work, providing the reasons why the advance notification was not given.

16.B.11. Substitute Coverage: A unit member on leave for illness or injury, and where a substitute has been employed, shall not be allowed to return to work and shall be continued on sick leave for the following day if they fail to notify the division dean by 3 p.m. of the day preceding the day the member intends to return to work.

16.B.12. Verification of Ability to Return to Work: A unit member who has been absent due to illness, injury, or quarantine for more than five (5) consecutive academic days shall submit to the immediate manager a signed statement from their licensed physician or licensed practitioner stating that they are able to resume their District responsibilities.

16.B.13. Deficit: If a unit member has used more sick leave than has been earned and accrued, that deficit, in a dollar amount calculated from the equivalent daily rate for that member, shall be deducted from the final salary warrant due for the current academic year.

16.C. Personal Necessity Leave:

16.C.1. Use: Unit members may use accumulated sick leave in case of personal necessity.

16.C.2. Number of Days:

16.C.2.a. Regular Faculty: The total number of days allowed in one academic year shall not exceed five days for other than an adjunct or part-time unit members.

16.C.2.b. Adjunct Unit Members: Adjunct members may use accumulated sick leave for personal necessity. The total number of hours allowed in each term shall not exceed 6 hours.

16.C.3. Justification: Personal necessity leave does not require a stated reason.

16.C.4. Limits and Conditions: The following limits and conditions are placed upon the use of cumulative sick leave for Personal Necessity Leave:

16.C.4.a. Deduction: The days allowed shall be deducted from and may not exceed the number of full days' sick leave which the unit member has earned.

16.C.4.b. Use During Leaves: Personal necessity leave shall not be granted to a unit member during a leave of absence.

16.D. Industrial Accident and Illness Leaves:

16.D.1. Provision: Pursuant to the provisions of Education Code Section 87787, a unit member shall be provided leave of absence for an industrial accident or illness under the following conditions:

16.D.1.a. Cause and Acceptance: The accident or illness must have arisen out of, and in the course of, their employment and must be accepted by the District's industrial insurance managing agent as an insurable bona fide injury or illness.

16.D.1.b. Number of Days: Allowable leave for each industrial accident or illness shall be for the number of days of temporary disability, up to sixty (60) days, during which the College is in session or when the member would otherwise have been performing work of the College District in any one fiscal year.

16.D.1.c. Non-Cumulative: Allowable leave shall not be accumulated from year to year.

16.D.1.d. Commencement of Leave: The leave under this Agreement shall commence on the first day of absence.

16.D.1.e. Compensation: When a member is absent from their duties due to an industrial accident or illness, they shall be paid such portion of the salary due to them for any month in which absence occurs as when added to their temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to them of not more than their full salary.

16.D.1.f. Reduction in Leave: Industrial accident or illness leave shall be reduced by one day for each day of authorized absence, regardless of a temporary disability indemnity award.

16.D.1.g. Fiscal Year Overlap: When an industrial accident or illness leave overlaps into the next fiscal year, the member shall be entitled to only the amount of unused leave due him/her for the same illness or injury.

16.D.1.h. Coordination of Benefits: During any paid leave of absence, the member shall endorse to the District the temporary disability indemnity checks received due to their industrial accident or illness. The District, in turn, shall issue the member appropriate salary warrants for payment of the member's salary and shall deduct normal retirement and other authorized contributions.

16.D.1.i. Location of Claimant: Any member receiving benefits as a result of this Agreement shall,

during the period of injury or illness, remain within the State of California unless the governing board authorizes travel outside the State.

16.D.1.j. Termination of Leave: Upon termination of the industrial accident or illness leave, the member shall be entitled to the benefits provided for sick leave in the Education Code, and this Article and their absence for such purpose shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the member continues to receive temporary disability indemnity, they may elect to take as much of their accumulated sick leave which when added to their temporary disability indemnity will result in payment to them of not more than their full salary.

16.D.1.k. Adjunct Unit Members: Unit members employed on an adjunct basis shall be entitled to benefits under this section on a prorated basis.

16.D.2. Accident Report: Any unit member who sustains an injury while working for the District is required to file an accident report within 24 hours, or as soon as possible, with the Office of the Vice President, Administrative Services, and, if necessary, to fill out appropriate forms for compensation.

16.D.3. Return to Work: The unit member's request for return to duty following industrial accident leave must be accompanied by a licensed physician or licensed practitioner's release certifying the unit member's capability of resuming all regular activity of the designated assignment.

16.E. Parental Leave:

16.E.1. Definition: Parental leave shall refer to a leave for the purpose of a parent preparing for the arrival of or care for a new child. A parental leave shall not constitute a break in service.

16.E.2. Paid Parental Leave: A professor shall be entitled to a maximum of thirty (30) consecutive calendar days of parental leave without loss of salary or deduction from accumulated sick leave per FMLA Leave Article 16.A.1.a. Such leave shall commence no earlier than the arrival date of a new child and end no later than sixty (60) days after the arrival of a new child. Verification of pending arrival or arrival of a child is required prior to the commencement of such leave.

16.E.3. Use of Sick Leave: A professor shall have the right to utilize sick leave as additional parental leave as provided for in Article 16.B of this Agreement and by Sections 87766 - Related to Pregnancy Disability Leave 87780.1 – Related to Parental Leave, and 87784.5 – Related to Bonding Leave of the Education Code subject to the following provisions:

16.E.3.a. Up to 12 workweeks of sick leave may be used in a school year, less any days of leave used pursuant to Article 16.C. (Personal Necessity Leave), to care for a child within the first year

of the professor's infant's birth or within the first year of the professor legally adopting or gaining guardianship of a child.

16.E.3.b. Remaining sick leave may further be used for absences due to a disability caused by pregnancy, miscarriage, childbirth, and recovery. Verification of the disability must be made by a licensed physician or licensed practitioner. After all full-paid sick leave (current entitlement and accumulated) is exhausted, the professor shall be eligible for non-accumulated sick leave subject to the provisions of Article 16.B.8.

16.E.3.c. If an academic year ends before the 12-week period is exhausted, the professor may take the balance of the 12-week period in the subsequent academic year. When a professor has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from their duties on account of available parental leave, the amount deducted from their salary shall follow the terms set forth in 16.B.7.b.

16.E.4. Unpaid Maternity Leave: In accordance with Section 87766 of the Education Code, a maternity leave of absence without pay shall be granted to a professor upon request and subject to the following provisions:

16.E.4.a. Request: The request for maternity leave shall be presented to the appropriate Vice President or Provost. The period of leave, including the date upon which the leave shall begin, shall be determined by the professor and their physician or licensed practitioner.

16.E.4.b. Medical Statement: A statement from the professor's physician as to the beginning date of the leave and anticipated return to service shall be filed with the district at least 30 days prior to the anticipated start date of the unpaid leave, if possible.

16.E.5. Duration: Total parental leave (paid and unpaid) shall not exceed one year per child.

16.E.6. Rights: Because of a professor's pregnancy, the Board shall not:

- Refuse to select them for or include them in a training program leading to reassignment or promotion.
- Discharge them from employment.
- Discriminate against them in matters of compensation or conditions of employment as defined in Section 3543.2 of the State Government Code.

16.E.7. Lactation Accommodations (Labor Code 1030-33): Professors have a right to reasonable break time to express milk; if employees need more time, the district will allow it, but it may be unpaid. The district will not restrict a professor to lactation only during class breaks. The district will provide private lactation

space, free from intrusion and in close proximity to the professor's work area. This may be the professor's normal work area if mutually agreed upon between the district and the professor.

- 16.F. Child Rearing Leave: At the request of a professor, an unpaid leave of up to one (1) year for the rearing of a minor child may be granted by the appropriate Vice President. This leave provision is separate and in addition to other leaves in this Article.

- 16.G. Family School Partnership Act (Labor Code 230.8):

Professors are entitled to take up to forty (40) hours of leave each year, but not more than eight (8) hours per month, for school related activities for a child under their care. The child must be in K-12 or a licensed day care and the professor must give reasonable notice and use their existing personal necessity leave time or if no leave time is available, take the leave as unpaid time off. The district may require proof of participation in school related activities. This leave can also be used for childcare or school emergency, such as an illness, a behavior problem, or child's school and/or childcare closure. The professor will notify Human Resources of the date, number of hours, and the reason for the leave taken under this section.

- 16.H. Bereavement Leave:

16.H.1. Provision: A professor shall be entitled to a maximum of five (5) days leave of absence, or seven (7) days leave of absence if travel of more than two hundred (200) miles one way is required, without loss of salary, due to the death of any family member of their immediate family. Immediate family shall include the member's spouse/domestic partner, the member or member's spouse/domestic partner's sibling, parent, grandparent, child, grandchild, aunt, uncle, nephew, niece, or any other member of the immediate household.

16.H.2. Completion of Leave: Bereavement leave shall be completed within three (3) months of the date of death of the family member.

16.H.3. Documentation: The professor, if requested by Human Resources within 30 days of the first day of the leave, shall provide documentation of the death of the family member. Documentation includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

- 16.I. Reproductive Loss Leave: A professor shall be entitled to take up to five (5) days of unpaid reproductive loss leave per reproductive loss event. A reproductive loss event means the day or for a multiple-day event, the final day of a reproductive loss event. A reproductive loss includes, but is not limited to, failed adoption,

failed surrogacy, loss of pregnancy, miscarriage, stillbirth, or unsuccessful assisted reproduction as defined by Government Code 12945.6.

16.I.1 Multiple Losses: If the professor experiences more than one reproductive loss event within a 12-month period, the professor is limited to a total amount of reproductive loss leave time of 20 days within a 12-month period. The professor may take reproductive loss leave on nonconsecutive days. All reproductive loss leave shall be completed within three (3) months of the event entitling the unit member to the reproductive loss leave.

16.I.2 Supplemental Leave: A professor may use 16.A.1.a Family and Medical Leave Act (FMLA), accrued sick leave, or any other accrued time off to supplement any unpaid reproductive loss leave with pay where the FMLA required criteria are met.

16.J. Judicial Leave:

16.J.1. Provision: A unit member may be absent from duty, without loss of salary, to appear as a witness in a court (other than as a litigant), to serve on a jury, or to respond to an official order from another governmental authority for reasons not brought about through the connivance or misconduct of the unit member.

16.J.2. Verification: A copy of any official order to appear must be submitted to verify the absence. In the case of jury duty, an official court form signed by the court clerk verifying the days and hours of duty rendered must be submitted.

16.J.3. Fees Payable: Where a fee is payable, other than mileage reimbursement, the amount of such fee shall be signed over to the District. The member shall receive their regular salary due for the period of absence.

16.K. Legislative Leave:

16.K.1. Provision: A unit member who is elected to the State Legislature or Congress shall be entitled, upon request, to an unpaid leave of absence for the length of the term or terms of office.

16.K.2. Return to Duty: The unit member shall notify the District of their intended return at least four (4) weeks prior to the beginning of any term.

16.L. Professional Development Leave:

16.L.1 Provision: A unit member shall be entitled, upon request, to three (3) days of paid leave each academic year for the purpose of improving performance, providing:

- The unit member has received advance approval from the appropriate administrator, and
- Such leave can be scheduled within the department so that the assignment of the member can be covered without the hiring of a substitute and at no additional cost to the District.

16.L.2. Uses of Professional Development Leave: Such leave may be used for visitation, professional conferences, or other activities directly related to the subject(s) or academic discipline(s) being taught by the unit member or for which the unit member is preparing to teach.

16.L.3. Unpaid Professional Development Leave: A unit member may be granted a leave of absence without pay or benefits of up to two (2) years for professional development, which shall include:

- Additional schooling and/or training related to member's discipline
- Faculty exchange programs
- Research projects - related to member's discipline
- Work experience with other educational institutions, government agencies, corporations, foundations or governments related to member's discipline

Any exceptions to the above must be fully justified based on the member's ability to teach in their subject area.

16.L.4. Processing Requests: Procedures and criteria for applying for and recommending professional leaves under 16.K.3 above shall be developed by the Salary and Leaves Committee.

16.M. Sabbatical Leave: The District fully recognizes sabbatical leaves as a significant means of providing faculty with the opportunity for professional growth and new or renewed intellectual achievement.

16.M.1. Purpose: A sabbatical leave is a means by which the teaching effectiveness of professors may be enhanced or their scholarly achievement enriched. As a result of such professional development, the College's academic program is strengthened and developed, and its reputation is enhanced. The major purpose is to provide an opportunity for continued professional growth and new or renewed intellectual achievement through study, research, writing, and/or travel. As such, sabbatical leaves are a temporary reassignment from basic assignment duties for formal study, independent study, related work experience, or any combination thereof so that the professor may instead dedicate their time to improving the quality of the education provided by the College.

16.M.1.a. Formal Study: A sabbatical leave may be granted for a request involving twelve (12) semester undergraduate units or nine (9) graduate units per term (or equivalent). These

courses must be taken at an institution that has been regionally or nationally accredited by a U.S. accrediting agency. A determination of equivalency for foreign courses is acceptable. Such units must be approved by the Salary and Leaves Committee as likely to improve the applicant's teaching effectiveness, strengthen the College's academic program, or otherwise bring a clear benefit to students.

16.M.1.b. Independent Study: A sabbatical leave may be granted for a plan of independent study, research, writing, and/or travel equivalent in time and rigor to a sabbatical for formal study. A detailed, specific plan must be submitted by the applicant and approved by the Salary and Leaves Committee as likely to improve the applicant's teaching effectiveness, strengthen the College's academic program, or otherwise bring a clear benefit to students.

16.M.1.c. Work Experience: A sabbatical leave may be granted for contracted work or externships with other educational institutions, government agencies, corporations, or foundations related to the applicant's discipline. A detailed, specific plan must be submitted by the applicant and approved by the Salary and Leaves Committee as likely to improve the applicant's teaching effectiveness, strengthen the College's academic program, or otherwise bring a clear benefit to students.

16.M.2. Application for Sabbatical Leave:

16.M.2.a. The application for sabbatical leave shall include a statement of the relationship between the proposed sabbatical activity(ies) and the applicant's current or prospective service to the College and of the benefit(s) that the District shall accrue because of the leave.

16.M.2.b. The application shall be evaluated by the Salary and Leaves Committee, which shall be composed of two co-chairs: the Faculty Association President or designee and the Vice President, Human Resources or designee; three (3) faculty members appointed by the Faculty Association; and two (2) Educational Administrators appointed by the Vice President, Human Resources.

16.M.2.c. The application shall be followed without change unless the applicant secures prior approval of the Committee. Once the sabbatical leave has been approved, any change in plans must be submitted in writing to the Salary and Leaves Committee for prior approval. Changes beyond the control of the applicant while on leave will not constitute a breach of the sabbatical leave agreement.

16.M.3. Eligibility for Sabbatical Leave: Any full-time professor who has served the District for six (6) consecutive years in a full-time capacity may apply for sabbatical leave, providing the applicant's anticipated years of employment are at least two (2) times the period of the leave, after return to duty,

before retirement. The equivalent of six (6) full-time consecutive years of service may be accumulated by summing consecutive years of adjunct service at the college (30 LHE is equivalent to 1 year) with full-time assignments.

- 16.M.4. Previous Leave Computation: Military leave or leave previously approved by the Board shall not be deemed a break in the continuity of service, but the period of such leave shall not count in computing the six (6) consecutive years required under Section 16.L.3. The use of Banked Leave as defined in 16.N shall count in computing the six (6) years required under Section 16.L.3. One (1) semester of full-time employment in the District shall be counted as a one-half year of service.
- 16.M.5. Length of Sabbatical Leave: Sabbatical leave shall be granted for not more than two (2) full primary terms or less than one (1) full primary term for 10-month professor. Professors with 11- or 12-month contracts shall be granted sabbatical leaves for a period that is equivalent to a full year's assignment or for a half year, as determined appropriately for the 11- or 12-month assignment. If a professor is granted a sabbatical leave for one (1) or two (2) primary terms or a full or partial portion of an 11- or 12-month assignment, this shall be construed as fulfilling their entire entitlement to sabbatical leave privileges until they shall have served another six (6) years as a full-time professor of the District. In certain limited circumstances based on specific and demonstrated need for the applicant's program, approval may be granted for an applicant to take the leave over a two-academic-year period. The applicant will be required to designate, upon application, the specific primary terms they desire within the two-academic-year period and to explain clearly and in detail the time requirements of the proposed sabbatical activity(ies).
- 16.M.6. Application for Sabbatical Deadline: Applicants for sabbatical leave shall file a written request, through the Salary and Leaves Committee and following appropriate procedures, with the Board by the end of the tenth (10th) week of the fall semester, immediately preceding the fiscal year during which the sabbatical leave is to be granted.
- 16.M.7. Recommendation: The professor requesting the sabbatical leave shall secure the recommendation of their department chairperson and the appropriate administrator before submitting their application to the appropriate Vice President for recommendation prior to submitting the completed application to the Salary and Leaves Committee for its review.
- 16.M.8. Process for Approval: The Salary and Leaves Committee shall use the following standards in forwarding sabbatical applications to the Board of Trustees.
- 16.M.8.a. Completeness: All applications shall be reviewed for completeness by the Salary and Leaves Committee within five (5) working days of the initial submission deadline. If the application is declared to be incomplete (required components not included with the proposal), the applicant shall be notified and have an additional five (5) working days to submit any

additional requested information.

- 16.M.8.b. Criteria: The Salary and Leaves Committee shall propose objective rating criteria, which are subject to approval by both the Association and the District. Such criteria shall equally weight the value of the proposed scheduled activities to the College and to the applicant's professional growth/enrichment.
- 16.M.8.c. Notification of Committee Recommendation: The Salary and Leaves Committee shall evaluate all complete proposals and rank only those proposals determined to be acceptable. The Salary and Leaves Committee will forward to the Board of Trustees the proposals recommended by the Committee in ranked order. The Committee shall send written notification to all applicants regarding the Committee's recommendation.
- 16.M.8.d. Approval by Board of Trustees: The Salary and Leaves Committee shall submit annually the prioritized list of professors recommended for sabbatical leave in sufficient time to be placed on the agenda for a February meeting of the Board of Trustees. The Board shall take action on the list of applicants for sabbatical leaves no later than the second regular Board meeting following the submission of the list. It is the intent of the District to advocate on behalf of ranked sabbaticals recommended to the Board.
- 16.M.8.e. Notification of Board Action: The Salary and Leaves Committee shall send written notification to each applicant regarding the action taken by the Board. In the event that the applications recommended by the Committee were not authorized by the Board, these applications will automatically be submitted and re-ranked by the Salary and Leaves Committee the next year, along with new applications. The applicant may choose to withdraw his/her proposal for consideration the subsequent year.
- 16.M.9. Return of Applications: All applications that are not approved for consideration by the Board of Trustees will be returned to the applicants.
- 16.M.10. Limits and Responsibilities while on Sabbatical Leave: Before sabbatical applications can be approved, adequate professor replacement must be available.
- 16.M.10.a. Professors on sabbatical leave shall not teach classes at the College while on sabbatical leave unless a class is specifically identified in the application for Sabbatical as integral and necessary to the Sabbatical Leave project.
- 16.M.10.b. Professors on sabbatical leave shall not maintain assignments at the College for reassigned time or grant-related assignments and responsibilities during the leave period unless such assignment is specifically identified in the application for Sabbatical as integral and necessary

to the Sabbatical Leave project. Any additional assignments not related to the sabbatical are discouraged by the District, will not be compensated, and must not interfere with the sabbatical's requirements.

16.M.10.c. Professors with sabbatical leaves that include proposed courses as part or all of the sabbatical activities shall communicate in writing with the Salary and Leaves Committee, through the co-chairs of the committee, any changes in plans for courses that were proposed. Approval must be secured for substitute courses or activities for courses that are found to be unavailable.

16.M.11. Written Agreement: Prior to taking a sabbatical leave, the professor must enter into a written agreement with the Board of Trustees, in which the conditions of the sabbatical leave are clearly stated and mutually agreed upon. Such conditions shall include the requirements of a period of service by the professor, after conclusion of the leave, which is equal to two (2) times the period of leave, and the submission of a written report which is deemed acceptable by the Salary and Leaves Committee.

16.M.12. Compensation: While on sabbatical leave, the professor shall receive as compensation 100% of their basic salary for one full contract year or 100% of their salary for one-half contract year. Compensation shall be based on the basic salary the professor would have received during the period of the leave had they continued in regular service during such period, exclusive of additional pay for extra duty. Whether paid by calendar month or academic month, the professor on sabbatical leave shall be paid monthly as though the unit member were at work in the District.

16.M.13. No Prejudice of Advancement: The fact that a professor takes a sabbatical leave shall in no way prejudice their normal advancement on the salary schedule or level of responsibility.

16.M.14. Effect on Retirement Status: A period of sabbatical leave does not affect retirement status provided retirement contributions shall be made for the period of the leave. Retirement contributions shall be made based on the sabbatical leave compensation and in accordance with the Education Code and provisions of the State Teachers' Retirement System.

16.M.15. Benefits While on Sabbatical Leave: Full employee benefits shall be paid by the District during the period of sabbatical leave as per Article 8 of this Agreement.

16.M.16. Written Sabbatical Report: Each professor who takes a sabbatical leave shall submit an acceptable written report to the Board through the Salary and Leaves Committee. This report will include a detailed account of the sabbatical activity(ies) and a statement concerning the benefit and value of the sabbatical activity(ies) to the College and to the professor's professional growth and enrichment. Procedures and guidelines established by the Salary and Leaves Committee, for the submission of such a report on a completed sabbatical leave, shall be made available to all sabbatical applicants and other professor

upon request. The sabbatical report will be due no later than the first working day of the second academic month of the next academic year.

16.M.17. Withdrawal of Sabbatical Application: If a professor submits a request for sabbatical leave and withdraws it after December 1, they shall be prohibited from applying again for a period of two (2) years. This restriction shall not apply if verified and reasonable circumstances force the professor to withdraw the application.

16.M.18. Incomplete Sabbatical Leave: If the sabbatical program is interrupted or terminated because of serious accident, illness, or other unforeseen extenuating circumstances, this shall not be considered a failure to fulfill the conditions upon which such leave was granted, nor shall such interruption affect the amount of compensation to be paid the professor under the terms of the leave agreement provided, however, that the Board of Trustees, through the Salary and Leaves Committee, shall have been notified promptly of the circumstances and has granted approval. If such notification and/or approval is not received, the unit member shall return to duty if capable and shall not be eligible for another sabbatical leave for another six (6) years.

16.M.19. Service After Sabbatical Leave: After return from sabbatical leave, if the professor does not serve for the entire period of service agreed upon, the amount of compensation paid for the leave shall be reduced by an amount which bears the same proportion to the total compensation as the amount of time which was not served bears to the total amount of time agreed upon. In case of death, the professor or their estate shall not be required to return compensation received from the District during the sabbatical leave, but payment shall cease upon the death of the professor on leave.

16.N. Retraining Leave:

16.N.1. Purpose of Retraining Leave: The purpose of retraining leave is to provide a full-time faculty member the opportunity to prepare for a change in discipline. The intent of the retraining is to avert a possible reduction in force and to meet District staffing needs. The need for retraining shall be determined by the District and may involve formal coursework, research, work experience, or other related activity approved by the District.

16.N.2. Length of Retraining Leave: The length of the retraining leave will be determined by the specific approved retraining plan. Employees released from all or part of their normal assignment for the purpose of retraining shall earn pay and benefits as though they were working their normal assignment. The compensation shall be paid the employee while on leave in the same manner as if the employee were teaching in the District.

16.N.3. Requests for Retraining Leave: Requests for retraining may be initiated by the faculty member or the District. If a need for retraining exists, the faculty member, in consultation with the appropriate

administrator, shall prepare a proposed retraining plan. The appropriate administrator shall submit a recommended plan for consideration to the Vice President or President. Retraining plans are subject to the approval of the President and the Board of Trustees.

16.N.4. Verification: Each employee on an approved retraining plan must submit a verification of completion to the appropriate administrator. The verification of completion is subject to the approval of the Vice President. The verification may include, as appropriate, transcripts, verification of work experience, research reports, etc. to demonstrate compliance with the approved retraining plan. If the verification does not indicate full compliance with the approved plan, the leave may be deemed to have been wholly or in part a leave without pay requiring the employee to make financial restitution in whole or in part to the District.

16.N.5. Regular Service: Retraining leave shall count toward retirement and be considered as a regular service to the District for purposes of advancement on the salary schedule. Approved units for courses of study during the leave may be applied toward salary advancement per the established regulations governing salary changes.

16.O. Banking Leave:

16.O.1. Definition: When a full-time professor works beyond their regular contract, they can choose either to bank the extra LHE (Lecture Hour Equivalent) or to be paid for it at the current Faculty Overload salary rate as per Appendix C. This applies to regular overload classes and assignments that are an extension of a regular assignment. Classes taught during the summer/winter intersession may also be banked. Depending on the number of LHE banked, the time off could be one class, but cannot exceed one year. The ratio of banked time to leave time is 1:1. For example, fifteen lecture hours must be banked to take leave from a regular semester load of fifteen lecture hours.

16.O.2. Conditions: There are no restrictions on the use of leave time; it may be used for professional or personal reasons. A professor on banked leave shall be paid and earn fringe benefits as though they were working their regular contract assignment. The time on leave shall count toward retirement and as service to the District for purposes of advancement on the salary schedule. Any professor who has accrued banked leave shall be permitted to use it as long as program needs are met during the professor's absence.

16.O.3. Approval to Bank: Each term, a professor wishing to bank an overload class must have the approval of the dean or appropriate administrator and the appropriate Vice President. The approved request to bank overload LHE must be received by Human Resources by two weeks prior to the start of the term in which the course is being taught. If there is a change to the instructor's load after this deadline, then the banking form request may be submitted within one (1) week of the aforementioned change.

16.O.4. Maximum to Bank: The total amount of banked time for an individual shall not exceed 30 LHE for 10 month faculty, 33 LHE for 11 month faculty and 36 LHE for 12 month faculty as determined by their classification at the time initial full-time employment.

16.O.5. Use of Banked Leave:

16.O.5.a. Use of Banked Leave to Replace a Portion of Load: At the option of the professor, with the approval of the dean, banked LHE may be used to replace one or more classes or the equivalent LHE. The application to use banked LHE must be submitted to the dean or appropriate administrator no later than the Monday of the third week of instruction of the fall term for use commencing the subsequent spring, or the Monday of the third week of instruction of the spring term for a leave commencing the subsequent fall. The request must be approved by the dean or appropriate administrator (in consultation with the department chair) and the appropriate Vice President.

16.O.5.b. Use of Banked Leave to Replace Cancelled Classes: At the option of the professor, banked LHE may be used to replace classes that are part of the professor's contract load and which have been cancelled as a result of low enrollment thus causing the professor's contract load to fall below 15 LHE for the semester. A maximum of 9 banked LHE may be applied to contract load in any one semester.

16.O.5.c. Application for a Semester Leave: The application to use banked LHE must be submitted to the dean or appropriate administrator no later than the Monday of the third week of instruction of the fall term for a leave commencing the subsequent spring, or the Monday of the third week of instruction of the spring term for a leave commencing the subsequent fall. The request must be approved by the dean or appropriate administrator (in consultation with the department chair) and the appropriate Vice President.

16.O.5.d. Application for Full-year Leave: For a professor to take a full-year banked leave, the application shall be made a year in advance (no later than the Monday of the third week of instruction of the fall term for a leave commencing the subsequent fall, or the Monday of the third week of instruction of the spring term for a leave commencing the subsequent spring) and shall require the verification of the department chair that classes can be assigned appropriately during the leave as well as division and Vice President approvals. The banked leave replacement shall only be filled with hourly assignments. Any professor who has accrued banked leave shall be permitted to use it as long as program needs are met during the professor's absence.

16.O.5.e. Use of Banked Leave for Emergency Situations: With the approval of the Vice President of Human Resources and the President of the Faculty Association, the use of banked leave

for an emergency is not subject to the limitations stated in 16.N.5.a. and 16.N.6.

16.O.6. Maximum Banked Leave: Banked leave shall not exceed a one-year period. The maximum leave shall be equivalent to two (2) semesters in a four-year (4) period.

16.O.7. Use in Conjunction with Sabbatical Leave: Banking leave may be used in conjunction with a sabbatical leave; however, in no case shall the combination of sabbatical leave pay and banking leave pay exceed the professor's base pay. Banking leave cannot be combined with sabbatical leave to provide a leave that exceeds a one-year period.

16.O.8. Required Use of Banked Leave: A professor shall not ordinarily be required to use accumulated banked time. However, circumstances for direct payment of banked LHE (cashing out) are limited to separation from District employment.

16.O.9. Value of Banked Leave: Value for payment shall be based on the rate in effect at the time of separation from the District. In the event of retirement, resignation or death of the employee, the total payable hours earned will be paid at one hundred percent (100%) value. No interest will be paid on the banked hours.

16.O.10. Certification: In order for a professor to take banked leave, the dean/appropriate administrator and the appropriate Vice President must certify that:

- the program will not be jeopardized by the absence of the professor; and
- competent adjunct professors are available to provide the services vacated by the regular professor; and
- the regular assignment can be met by adjunct professors.

16.O.11. The Dean or Educational Administrator shall provide a rationale as to how the leave will prevent the program's needs from being met if a professor's application for banked leave is denied. Reconsideration shall occur if new information is provided. The Dean or Educational Administrator's decision is not subject to the grievance procedure but may be addressed through the dispute process in accordance with Article 21: Dispute Resolution and Mutual Agreement Process. All determinations will be consistent with current laws, rules, policies, and procedures.

16.O.12. Overload Assignment Availability: There is no implied guarantee that overload assignments will be available to faculty in the overload banking program.

16.O.13. Eligibility for Banked Leave: Eligibility to take a banking leave shall be restricted to tenured faculty.

16.P. Catastrophic Leave:

- 16.P.1. Definition: Catastrophic illness or injury means an illness or injury that is expected to incapacitate the unit member or anyone of the following individuals: unit member's parents, spouse/domestic partner, children or other member of the immediate household. Catastrophic illness requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because they have exhausted all of their sick leave or other paid time off.
- 16.P.2. Catastrophic Leave Bank: When the number of days in the bank falls below fifty (50) days, a request for donations to the bank will be sent to all unit members.
- 16.P.2.a. Required Balance: Unit members contributing days to the bank must maintain a balance of twenty (20) or more days of accumulated sick leave (pro-rated for adjunct unit members.)
- 16.P.2.b. Minimum Contribution: The minimum contribution to the bank by any full-time member will be two (2) days and four (4) hours for adjunct unit members. Full-time members may use their available overload sick leave balance for their contribution. An eight-hour contribution shall be equivalent to one (1) day.
- 16.P.2.c. To be eligible for this benefit, a faculty member shall contribute to the bank prior to requesting leave. Under special circumstances a waiver may be considered by the Catastrophic Leave Bank Committee.
- 16.P.3. Catastrophic Leave Bank Committee: The Catastrophic Leave Bank Committee will be composed of the Vice President of Human Resources and President of the Association. Days contributed to the bank by unit members cannot be withdrawn for other than catastrophic leave. This committee will mutually develop a standard form to be used as an application when unit members are first applying for catastrophic leave from the bank. The Catastrophic Leave Bank Committee will accept or reject use of days from the bank. Unit members applying for catastrophic leave days/hours must submit to the Office of Human Resources the Faculty Catastrophic Leave Donation and Request Form together with a letter of request and a signed and dated doctor's statement verifying the incapacitating nature and probable duration of illness or injury.
- 16.P.3.a. Committee Decision: The Catastrophic Leave Bank Committee will be responsible for acceptance or rejection of requests for use of Catastrophic Leave. The days may only be withdrawn upon approval of the committee. The decision of the Catastrophic Leave Bank Committee regarding withdrawal of days from the leave bank will be final.
- 16.P.3.b. Annual Balance Report: Human Resources will provide an annual report of the number of days in the bank to the Association President at the beginning of the academic year. The

actual report will be generated and maintained by the Payroll office.

16.Q. Quarantine Leave:

A professor shall receive full salary during the period of their quarantine by duly constituted governmental authority, e.g. state, county, or federal authority. They are entitled to leave without a loss of salary or deduction from accumulated sick leave.

■ **ARTICLE 17: SITE TRANSFERS** ■

17.A. Definition of Site Transfer: A transfer is defined as the relocation of a unit member for any of their teaching assignments from the campus located at 1100 N. Grand Avenue, Walnut, California 91789 to a satellite campus.

A satellite campus does not include:

- Specialized off-campus locations, such as airports and fire departments;
- Extended campus locations such as hospitals and similar facilities required to implement a program;
- High schools.

17.B. Initiation of Site Transfer: Transfers of unit members may be initiated by the District management at any time whenever such transfer is necessary in order to avoid reduction in teaching position or to accommodate space limitations. Such transfer will be made so there is a minimum of inconvenience to unit members. Unit members affected by such transfer shall be given prior notice and a conference will be held between the appropriate management person and the unit member in order to discuss the reason for transfer.

17.C. Basis for Transfer: Transfers of unit members initiated for reasons other than those specified will be done on a voluntary basis. When such means for staffing classes at a satellite campus are unsuccessful, assignments will be made so that unit members with the least seniority will be affected.

■ **ARTICLE 18: PROFESSOR EXPECTANCIES, EVALUATION PROCEDURE,** **AND PERSONNEL FILES** ■

With the goal of ensuring the equal educational opportunity of all students, the District and the Faculty Association embrace diversity among students, professors, staff and the communities we serve as an integral part of our history, a recognition of the complexity of our present state, and a call to action for a better future.

The District and the Faculty Association recognize that embracing diversity means that the institution intentionally practices acceptance, anti-racism, anti-sexism, all anti-"isms", related anti-"phobias", and respect towards one another and understands that institutional racism, sexism, discrimination, and biases create and sustain privilege and power for some while sustaining oppression, disempowerment, and disadvantages for others.

In order to embrace diversity, we also acknowledge that institutional racism, discrimination, and biases exist and that our goal is to eradicate these from Mt. San Antonio College. Our commitment to diversity requires that we eradicate these barriers to equity and that we act deliberately to create a safe, inclusive, and anti-racist environment where individual and group differences are valued and leveraged for our growth and understanding as an educational community. It is a shared goal of the District and the Faculty Association to create and sustain an academic environment and working and learning conditions that are physically and psychologically safe, inclusive, anti-racist, and non-discriminatory for all professors and students.

In partnership with the District, the Faculty Association is committed to practices that value individuals and groups from all backgrounds, demographics, and experiences. Individual and group differences include, but are not limited to, the following categories: race, ethnicity, national origin or ancestry, citizenship, immigration status, sex, gender, sexual orientation, physical or mental disability, medical condition, genetic information, marital or registered domestic partner status, age, political beliefs, religion, creed, military or veteran status, socioeconomic status, and any other basis protected by federal, state or local law or ordinance or regulation.

These Guiding Principles are derived from CRC Title 5 § 51201 and are the basis for the inclusion of diversity, equity, and inclusion components for Professor Responsibilities and Evaluation Procedures. The District commits to implementing policies, procedures, practices, structures, and resources that create a safe, empowering, supportive, and inclusive climate for the professor's professional growth and development as practitioners of an institution committed to anti-racism.

Based on these commitments, professors shall incorporate these principles when meeting professional expectancies. The Faculty Association and the District shall develop performance expectancies and the evaluation process and forms that shall include diversity, equity, and inclusion as a part of the evaluation process. This evaluation pilot study shall be conducted during the 2022-2023 academic year with the outcomes of the pilot study negotiated during the 2023-2024 contract negotiations cycle. The evaluation process shall remain status quo for 2019-2022 contract.

The guiding principles, as stated, do not modify or interfere with academic freedom as stated in Article 18.O.

18.A. Definitions of Terms used in Faculty Evaluation Procedures:

18.A.1. Authorized Evaluators:

- the appropriate Vice President
- division deans
- immediate administrator for non-teaching professors
- other administrator(s) appointed by appropriate Vice President
- department chairpersons
- peers selected according to the provisions of Section 18.J.1.c.

18.A.2. Visitation Evaluation: A visitation evaluation is a specific observation of a professor's assigned activities by an authorized evaluator. Classroom visitations shall be announced and documented at least two (2) days prior to the visit except for visitations under Article 18.Q.2.

18.A.3. Consultation: A consultation is a conference with a professor following an evaluation visitation. A consultation should (a) indicate areas of competence and (b) make specific suggestions for the improvement of teaching.

18.A.4. Evaluation: An evaluation is a periodic and specified formal judgment of a professor'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 professor.

18.A.5. Evaluation Terms: The rating scale for use on standard College evaluation forms reflecting appropriate performance expectancies shall be the following:

1. Performance exceeds the standard: (Used to commend the recipient for performance above the expected)
2. Performance meets the standard: (Used to acknowledge satisfactory performance of duties and responsibilities)
3. Improvement recommended: (Used to warn the recipient that performance is below what is expected)
4. Performance does not meet the standard: (Used for unacceptable performance)
5. Not applicable/Insufficient data

18.A.6. Contract (Probationary) Professors: Unit members in accordance with the Education Code Sections

87601-87612.

18.A.7. Regular (Tenured Professors): Are those unit members in accordance with the Education Code Sections 87601-87612.

18.A.8. Adjunct Professors: Adjunct (hourly) professors are those unit members paid on an hourly basis in accordance with the Education Code sections 87480-87482.

18.A.9. Peer Professors: Those unit members with whom one works on a continuing basis.

18.A.10. Conference: An evaluation conference is a meeting in which evaluators discuss with the professor member the results of the evaluation and announce their recommendations.

18.B. Teaching Faculty Performance Expectancies: Upon employment at Mt. San Antonio College, on the premise that the College exists for the educational welfare of the students, a member of the faculty unequivocally accepts the following professional responsibilities (Adjunct professors should also refer to Article 18.L.2):

18.B.1. To be thorough in preparation for all class assignments.

18.B.2. To be regularly involved in staff and professional development activities in order to increase personal expertise in both subject matter and teaching techniques.

18.B.3. To develop and utilize effective pedagogical techniques in order to enhance the communication of ideas and promote optimal student learning, critical thinking, and performance skills.

18.B.4. To cooperate with the department chair and colleagues in planning and implementing curricular and other educational projects.

18.B.5. To teach information that is accurate and in compliance with the current course outline of record.

18.B.6. To adhere to ethical principles governing interactions with students and colleagues.

18.B.7. To be prompt and regular in attendance at all class meetings and adhere to scheduled dismissal times.

18.B.8. To be prompt and regular in attendance at all department, committee, and College-wide meetings.

18.B.9. To prepare all records and reports accurately and completely.

18.B.10. To submit records and reports to the proper offices within established deadlines.

- 18.B.11. To be involved reasonably in the total program of the College, (for example, College-wide committees, meetings, and student activities).
- 18.B.12. To keep scheduled office hours and to fulfill obligations as to presence on campus.
- 18.B.13. To cultivate a supportive inclusive environment that promotes success of a diverse student body.
- 18.B.14. To be reasonably accessible to students.
- 18.B.15. To adhere to all professor evaluation procedures and timelines.
- 18.B.16. To maintain current knowledge of department goals, planning agenda, assessment activities, and curriculum development.
- 18.C. Special Assignments/Coaching Performance Expectancies: Upon employment at Mt. San Antonio College, on the premise that the College exists for the educational welfare of the students, a member of the faculty unequivocally accepts the following professional responsibilities (Adjunct professors should also refer to 18.L.2):
 - 18.C.1. To be thorough in preparation for all assignments.
 - 18.C.2. To be involved in increasing expertise in both subject matter and performance techniques.
 - 18.C.3. To develop and utilize effective teaching and coaching techniques in order to enhance the communication of ideas to students and athletes.
 - 18.C.4. To cooperate with the department and colleagues in planning and implementing curricular and other projects.
 - 18.C.5. To teach and coach in their areas of competence and in compliance with the College policy and rules and regulations that govern specific areas of assignment.
 - 18.C.6. To adhere to ethical principles governing interactions with students and colleagues.
 - 18.C.7. To be prompt and regular in attendance at all practices, contests, conferences, committees, and College-wide meetings.
 - 18.C.8. To keep scheduled office hours and to fulfill adjunct obligations as to presence on campus.
 - 18.C.9. To prepare all records and reports accurately and completely.

- 18.C.10. To submit records and reports to the proper offices according to established deadlines.
- 18.C.11. To be involved reasonably in the total program of the College, (for example, College-wide committees, meetings, and student activities).
- 18.C.12. To cultivate a supportive, inclusive environment for students and the community that promotes the success of a diverse student body.
- 18.C.13. To be reasonably accessible to students.
- 18.C.14. To develop and maintain a system of recruitment and retention of students and athletes in their area of assignment.
- 18.C.15. To adhere to all professor evaluations procedures and timelines.
- 18.C.16. To maintain current knowledge of department goals, planning agenda, assessment activities and curriculum development.
- 18.C.17. To be aware of the physical well-being of students and athletes in their area.
- 18.D. Counseling Faculty Performance Expectancies: Upon employment at Mt. San Antonio College, on the premise that the College exists for the educational welfare of the students, a member of the faculty unequivocally accepts the following professional responsibilities (Adjunct professors should also refer to 18.L.2):
 - 18.D.1. To be thorough in preparation for all duties including liaison, testing, and guidance class assignments.
 - 18.D.2. To be involved in increasing expertise in counseling techniques and in knowledge of academic policies and current career information.
 - 18.D.3. To develop and utilize effective techniques in educational, career, and personal counseling.
 - 18.D.4. To cooperate with department and colleagues in planning and implementing curricular and other projects.
 - 18.D.5. To provide competent counseling in compliance with College policies and to disseminate accurate information to students.
 - 18.D.6. To adhere to ethical principles governing interactions with students and colleagues.
 - 18.D.7. To be prompt and regular in attendance at all class meetings, and to adhere to scheduled dismissal

times.

18.D.8. To be prompt and regular in attendance at all department, committee, and College-wide meetings.

18.D.9. To prepare all records and reports accurately and completely.

18.D.10. To submit records and reports to the proper offices according to established deadlines.

18.D.11. To be involved reasonably in the total program of the College, (for example, College-wide committees, meetings, and student activities).

18.D.12. To keep scheduled office hours and contractual adjunct obligations.

18.D.13. To cultivate a supportive inclusive environment for students that promotes the success of a diverse student body.

18.D.14. To be reasonably available to help and guide students beyond regular class and office hours.

18.D.15. To adhere to all professor evaluation procedures and timelines.

18.D.16. To maintain current knowledge of department goals, planning agenda, assessment activities, and curriculum development.

18.E. Librarian Performance Expectancies: Upon employment at Mt. San Antonio College, on the premise that the College exists for the educational welfare of students, a member of the faculty unequivocally accepts the following professional responsibilities (Adjunct professors should also refer to 18.K.2):

18.E.1. To be thorough in carrying out assigned duties as a librarian.

18.E.2. To be involved in increasing expertise in librarianship.

18.E.3. To develop and utilize effective communication techniques in order to enhance effectiveness in working with students, staff, and other professors.

18.E.4. To cooperate with colleagues in planning and implementing curricular and other projects.

18.E.5. To provide accurate information to students.

18.E.6. To adhere to ethical principles governing interactions with students and colleagues.

- 18.E.7. To be prompt and regular in attendance at all class meetings, and to adhere to scheduled dismissal times.
- 18.E.8. To be prompt and regular in attendance at all department, committee, and College-wide meetings.
- 18.E.9. To submit all records and reports accurately and completely.
- 18.E.10. To submit records and reports to the proper offices on schedule.
- 18.E.11. To be involved reasonably in the total program of the College, (for example, College-wide committees, meetings, and student activities).
- 18.E.12. To fulfill hourly obligations as to presence on campus.
- 18.E.13. To cultivate a supportive, inclusive environment for students that promotes the success of a diverse student body.
- 18.E.14. To be reasonably available to help and guide students.
- 18.E.15. To adhere to all professor evaluation procedures and timelines.
- 18.E.16. To maintain current knowledge of department goals, planning agenda, assessment activities, and curriculum development.
- 18.F. Instructional Specialist Performance Expectancies: Upon employment at Mt. San Antonio College, on the premise that the College exists for the educational welfare of the students, a member of the faculty unequivocally accepts the following professional responsibilities (Adjunct professors should also refer to 18.K.2).
 - 18.F.1. To be thorough in preparation for all duties, including teaching, assessment, consultation and liaison in area(s) of specialty.
 - 18.F.2. To teach subject matter in their areas of competence and in compliance with the current course outline.
 - 18.F.3. To maintain current knowledge of department goals, planning agenda, assessment activities, and curriculum development.
 - 18.F.4. To cooperate with the department and colleagues in planning and implementing curricular and other educational projects.
 - 18.F.5. To disseminate accurate information to students.

- 18.F.6. To adhere to ethical principles governing interactions with students and colleagues.
- 18.F.7. To be prompt and regular at all class meetings, and to adhere to scheduled dismissal times.
- 18.F.8. To be prompt and regular at all department, committee, and College-wide meetings.
- 18.F.9. To prepare all records and reports accurately and completely.
- 18.F.10. To submit records and reports to the proper offices on schedule.
- 18.F.11. To be involved reasonably in the total program of the college, (for example College-wide committees, meetings, and student activities).
- 18.F.12. To fulfill obligations as to presence on campus.
- 18.F.13. To cultivate a supportive, inclusive environment that promotes the success of a diverse student body.
- 18.F.14. To be reasonably available to help and guide students.
- 18.F.15. To adhere to all professor evaluation procedures and timelines.

18.G. Department Chair Performance Expectancies:

- 18.G.1. Participates in full-time tenure-track professor and non-represented staff recruitment, assignment, and orientation, represents the department in the development of position requests, hiring announcements and the selection process for professor recruitments.
- 18.G.2. Assists with the assignment of department members to serve on tenure evaluation committees and serves on the tenure evaluation committees for all probationary professors within the department, unless mutually agreed otherwise.
- 18.G.3. Organizes the recruitment, hiring, orientation, assignment, and evaluation of adjunct professors within the department, adhering to all professor evaluation procedures, guidelines, and timelines, including completing the adjunct summary evaluation.
- 18.G.4. Facilitates department collaboration in the development, revision, reporting, and monitoring of Student Learning Outcomes, Program Learning Outcomes, and Institutional Level Outcomes annually.

- 18.G.5. Acts as the initial contact person for student requests and complaints; if necessary refers the student to appropriate office for resolutions of complaint, and communicates with professors or administration for a potential resolution of the complaint.
- 18.G.6. Organizes and recommends to the division dean department class schedules and professor assignments in accordance with established procedures and timelines and in response to college and state priorities. Makes adjustments to the schedules as needed and when possible, in consultation with the department.
- 18.G.7. With the aid and consent of the department, reviews, revises, and updates outlines of record for all courses within the department, following established College procedures.
- 18.G.8. Coordinates the departmental approval of new course offerings within the department.
- 18.G.9. Organizes and conducts face-to-face monthly department meetings, on average two (2) hours per month. Facilitates communication with all department members to inform them of departmental and college-wide issues and directions affecting the work of professors within the department.
- 18.G.10. Facilitates the determination of departmental issues, needs, and goals and articulates those elements in planning processes (including the PIE process).
- 18.G.11. Represents departmental issues, planning priorities, needs, and responses at division, advisory and campus committee meetings.
- 18.G.12. Assists and advises the division dean in matters pertaining to the department, including issues related to the implementation of college policies and procedures.
- 18.G.13. Prepares department budget; monitors department facilities, equipment, material, and supply needs in accordance with department priorities and established College procedures.
- 18.G.14. Performs such other duties and responsibilities that require department involvement as are mutually agreed to by the department chair and the division dean.
- 18.G.15. Regularly and effectively communicates, in a respectful manner, with all department members to facilitate consensus and resolution of intra-and inter-departmental issues.
- 18.G.16. Along with the articulation officer of the college and in compliance with Academic Senate, College, and State procedures and guidelines, reviews and updates curriculum as needed to maintain articulation agreements with other academic institutions, advisory committees, and other professional and occupational committees and organizations.

18.G.17. Is accessible to students, staff, and division administration the week prior to the start of the fall and spring terms.

18.G.18. Establishes and publishes department chair office hours according to contract requirements and in consultation with the division dean to serve the needs of students and professors in the department.

18.G.19. Acts as the initial contact person for requests or concerns from professors. Consults with professors to resolve any student or professor issues. If necessary, refers professor to division deans or other appropriate office for resolution, responds appropriately and in accordance with the law with parents, other relatives, friends, or any other person or agency regarding individual student issues.

18.H. General Evaluation Principles and Procedures:

18.H.1. The basic aim of evaluation is to improve professional effectiveness. Therefore, information relating to a professor's strengths and weaknesses will be discussed openly and frankly with the individual being evaluated.

18.H.2. Data supporting the completed evaluation document shall be readily available to the parties in interest.

18.H.3. Observation of the professor's educational activities will be followed as promptly as possible by consultation or written communication in order to discuss the observation.

18.H.4. Constructive criticisms and suggestions for improvement shall be specific, and if major inadequacies are found to exist, they will be followed by additional supportive assistance.

18.H.5. In order to evaluate performance expectancies, all evaluators shall have the opportunity for classroom or other appropriate visitations.

18.H.6. Student achievement results shall not be used in any individual professor's evaluation.

18.H.7. Student evaluations shall attempt to survey the classroom population of students and the district shall make technology available to allow surveys to occur during a single class meeting. All student evaluations shall be conducted online unless requested by the professor or for an evaluation conducted for probationary professors. The professor is responsible for initiating the deployment and setting the start and end times for the online evaluations. For regular professors, the results shall go to the professor. For adjunct faculty, the results shall go to the department chair or appropriate manager and the professor.

Student evaluations for probationary professors shall be conducted in person by a designated

evaluator unless the course section in question does not have an in person class meeting during the 8th – 11th week. In this event, the student evaluation shall by necessity be conducted online. For probationary professors' evaluations conducted online, should fewer than 50% of the students enroll in the class at the time of the evaluation period complete the online evaluation, only the student comments from that online section will be considered aggregated with all other student comments. The results of the online evaluations (if any) shall be sent to the appropriate manager. These results shall be shared with the probationary professor member during their evaluation conference.

18.H.8 When student evaluations receive less than a 50% response rate, the professor shall have the option to conduct in-class student evaluations to replace the original evaluations.

18.H.9. Any rating other than 'Performance meets the standard' given in any evaluation category on any evaluation form shall be accompanied by an explanatory remark by the evaluator. All evaluation forms shall include the following statement: "Any rating other than 'Performance meets the standard' given in any evaluation category must be accompanied by an explanatory remark by the evaluator."

18.I. Evaluation of Contract (Probationary) Faculty:

18.I.1. Definitions: The following definitions apply exclusively to contract (probationary) professors and supersede other definitions in this Article if a conflict in meaning exists.

18.I.1.a. Authorized Evaluators:

- Members of the evaluation team
- Chief Instructional Officer
- Chief Student Services Officer
- President or designees.

18.I.1.b. Consultation: A meeting between a probationary professor and one or more authorized evaluators for the express purpose of discussing any aspect of the evaluation procedure affecting the probationary employee.

18.I.1.c. Contract Period:

First Contract: The first academic year employed under contract in a tenure track position. The first contract for mid-year hires shall span the first three semesters.

Second Contract: The second academic year employed under contract in a tenure-track position.

Third Contract: The third and fourth academic years employed under contract in a tenure-

track position.

18.I.1.d. Evaluation Conference: A meeting in which authorized evaluators discuss with the probationary professor the results of the evaluation and announce their recommendations. At the evaluation conference, the professor shall receive the following:

- Copies of applicable classroom visitations (H.4.a, H.4.b, H.4.c, H.4.d)
- Summary of applicable student evaluations (H.2.a, H.2.b, H.2.c, H.2.d, H.2.e, H.2.f) with a tally and all written comments
- Summary of peer evaluations (H.1.a) with a tally and all written comments
- Copy of administrative evaluation (H.5)
- Final evaluation summary form (H.7.a), with Summary Prescriptives when appropriate (H.7.b)
- Portfolio evaluation form (H.3) (Years 1 and 2 only)

18.I.1.e. Evaluation Team: A team composed of management and tenured professors that conducts the various elements of the evaluation process.

18.I.1.f. Portfolio:

Year One (1): A document consisting of a sampling of lesson plans/lecture notes, quizzes, projects, and handouts, as well as a copy of exams and course syllabi for each preparation; evidence of supplemental activities; and other appropriate documents as required by the evaluation team. For professors with special assignments (librarians, counselors, and coaches), the portfolio shall consist of a sampling of materials used for the special assignment.

Year Two (2): A document consisting of all of the materials required in year one, a copy of final exams for each preparation from the previous year, plus a Year-End Report of Supplemental Hours that details year one, and a Self-Evaluation for year one. For professors with special assignments, the portfolio shall consist of a sampling of materials used for the special assignment.

18.I.1.g. Prescriptives: Activities determined by the Evaluation Team in order for the professor to acquire the skills and behaviors required to achieve a competent and adequate performance. Prescriptives should be supported from data collected and derived from evaluation process.

18.I.1.h. Probationary Faculty Member or Probationary Employee: A professor hired into a tenure-track position who is working under their first, second or third contract.

18.I.1.i. Self-Evaluation: A yearly evaluation prepared by each professor and which must be submitted

within two weeks following the end of the Spring Semester. Probationary professors shall include a copy of this evaluation in their Year Two Portfolio. (H.6.a)

18.I.1.j. Tenure-Track Position: A professor assignment under contract that is not designated as adjunct, specially-funded, nor charged against any probationary or tenured employees on full or partial leave from their regular assignments.

18.I.1.k. Visitation: A specific observation of a probationary professor's assigned activities by an authorized evaluator.

18.I.1.l. Yearly Report of Supplemental Hours: A yearly report of Service to the College to be completed by each professor describing activities they have engaged in to meet the 192-hour requirement per year which would bring benefit to the College. Probationary professors should include a copy of this evaluation in their Year Two Portfolio. (H.11)

18.I.2. Procedures: The procedure for evaluating probationary professors is a four-year program. Evaluation is continual throughout the probationary period. Either a first, second or third contract period evaluation may result in one of the following recommendations:

- Employ for the subsequent contract period
- Grant tenure
- Not to employ for the subsequent academic year.

18.I.2.a. Responsibility for Ensuring Completion of the Process: The division dean or associate dean/director for teaching professors and the immediate administrator for other professors are responsible for ensuring the completion of the evaluation process.

18.I.2.b. Evaluation Team Composition: An evaluation team's composition shall be management and tenured professors to conduct the evaluation process. If by the end of the third (3rd) week of the fall semester, fewer than two professors have been selected by the department to serve on the team, the appropriate administrator shall appoint tenured professors from within the division so that at least two (2) professors serve on the team. A reduction or change in a team's composition during a contract period shall not, in and of itself, invalidate that particular evaluation process; however, every effort shall be made to ensure that a majority of the members of the evaluation team continue to serve on the evaluation team throughout the four-year evaluation process to facilitate effective evaluation of responses to recommendations and prescriptives.

18.I.2.c. Probationary Faculty Concerns: The administrator of the evaluation team shall make every effort to ensure the fairness and integrity of the evaluation process. If a probationary

professor has concerns regarding the fairness or integrity of the process, they should contact the immediate administrator of the Evaluation Team. The administrator will document the concerns and provide the professor with a written response.

18.I.2.d. Committee Recommendation: For probationary faculty, a rating of "does not meet the standard" in any category on the summary evaluation report may be sufficient grounds for not recommending retention.

18.I.2.e. Mid-year hires: Any probationary professor who is hired for an assignment beginning after the end of a fall semester shall be given a first-year employment contract covering the following three academic semesters. California Education Code §87605, states in part "A faculty member shall be deemed to have completed their first contract year if they provide service for 75% of the first academic year."

Mid-year hires shall be evaluated in the first semester of assignment with classroom visitations only. An evaluation team shall be appointed using the process defined in 18.I.2.b, and classroom visitations shall occur for each preparation sometime in the first semester of the assignment. For the sole purpose of the probationary evaluation process, mid-year hires shall be considered as entering into the first probationary year in the first fall semester of the assignment. At that time all evaluation processes and timelines shall be followed as defined in sections 18.I.3. for the first probationary year, 18.I.4 for the second probationary year, and 18.I.5 for the third and fourth probationary years.

18.I.3. First Contract Period – First Probationary Year

18.I.3.a. Team Responsibility: The Administrator of the evaluation team shall be responsible for completing form H.12. The Administrator shall conduct a meeting with the probationary professor and present them with form H.12 prior to the administration of any evaluation for the purpose of clarifying the evaluation process, timeline, and committee expectations. The evaluation team shall be responsible for completing a summary evaluation report of the probationary employee. The report shall be based on information gathered from evaluation visitation(s) for a minimum of three (3) sections, student evaluations for each section taught, peer evaluations from a broad spectrum of peers approved by the evaluation team, administrative evaluation, and portfolio evaluation.

18.I.3.b. Classroom Visitation: Classroom visitation(s) shall occur for each preparation sometime during weeks 1-6. Each team evaluator shall meet with the probationary professor no later than the end of week 7 to go over the H.4. form, and the probationary professor will have the opportunity to read, comment on, and sign the form.

Any rating of “performance does not meet the standard” in any area of the classroom visitation or an overall rating from any individual team evaluator of “improvement recommended” shall result in an evaluation team meeting with the probationary professor by the end of the 8th week, which shall include prescriptive comments and a second round of classroom visitations will occur sometime during weeks 10-14. Evaluation team member(s) will conduct these visitations. A second classroom evaluation form H.4.a, noting “2nd visit” will be completed by the team member(s). The probationary professor will have the opportunity to read, comment on, and sign the form. Classroom visitations will be summarized by the team in H.7.a and in H.7.b if the team determines that prescriptives are necessary following the second visit.

18.I.3.b.1. Short Term Courses: If the professor is teaching a short-term course scheduled after the deadline for visitations, a completed agreement must be signed by the probationary professor and division administrator to amend visitation periods. The agreement is to be completed by week four (4) of the evaluation period.

18.I.3.c. Student Evaluations: Student evaluations shall be completed by the end of the 12th week of the Fall semester.

18.I.3.d. Portfolio: The portfolio is due by the end of the 12th week.

18.I.3.e. Evaluation Conference: The final evaluation conference shall occur not later than the end of the fall term. The purpose of the final evaluation conference is to discuss with the probationary employee the results of the evaluation and announce the team’s recommendation. The evaluation team shall determine what additional evaluation activity shall occur during the spring term. If the team recommends that the District not employ the professor for the following year, no evaluation activities in the spring are necessary.

18.I.3.f. Prescriptive Comments: All prescriptive comments for Year 1 must be addressed in writing by the professor and submitted to the evaluation team before the team completes the Year 2 evaluation. The Evaluation Team shall determine if prescriptives are met by the time the team completes Year Two Evaluation.

18.I.4. Second Contract Period – Second Probationary Year

18.I.4.a. Team Responsibility: The Administrator of the evaluation team shall be responsible for completing form H.12. The Administrator shall conduct a meeting with the probationary professor and present them with form H.12 prior to the administration of any evaluation for the purpose of clarifying the evaluation process, timeline, and committee expectations. The evaluation team will be responsible for completing a summary evaluation report of the

probationary employee. The report shall be based on information gathered from classroom visitation(s) and student evaluations for a minimum of three (3) sections taught, peer evaluations from a broad spectrum of peers approved by the evaluation team, administrative evaluation, and portfolio evaluation.

18.I.4.a.1. Prescriptive Comments: All prescriptive comments for Year 2 must be addressed in writing by the professor before completing the Year 3 evaluation. The Evaluation Team shall determine if prescriptives are met before the Team completes Year Three Evaluation. The Evaluation Team may conduct additional classroom visitations in the Spring in response to prescriptive comments.

18.I.4.b. Classroom Visitation: Classroom visitations shall be completed for each preparation no later than the 12th week of the fall semester.

18.I.4.b.1. Short Term Courses: If the professor is teaching a short-term course scheduled after the deadline for visitations, a completed agreement must be signed by the probationary professor and division administrator to amend visitation periods. The agreement is to be completed by week four (4) of the evaluation period.

18.I.4.c. Student Evaluations: Student evaluations shall be completed by the end of the 12th week of the fall semester.

18.I.4.d. Portfolio: The portfolio is due by the end of the 12th week.

18.I.4.e. Evaluation Conference: The final evaluation conference shall occur not later than the end of the fall term. The purpose of the final evaluation conference is to discuss with the probationary employee the results of the evaluation and announce the team's recommendation. The evaluation team shall determine what additional evaluation activity shall occur during the spring term. If the team recommends that the District not employ the professor for the following year, no evaluation activities in the spring are necessary.

18.I.5. Third Contract Period:

18.I.5.a. Third Probationary Year: The Administrator of the evaluation team shall be responsible for completing form H.12. The Administrator shall conduct a meeting with the probationary professor and present them with form H.12 prior to the administration of any evaluation for the purpose of clarifying the evaluation process, timeline, and committee expectations. The evaluation team shall be responsible for completing a summary evaluation report of the probationary employee. The report shall be based on information gathered from each of the following: classroom visitation(s), student evaluations, peer evaluations from a broad

spectrum of peers approved by the evaluation team, administrative evaluation and Yearly Report of Service to the College and Self-Evaluation Report. Classroom visitations shall occur by the end of the fall semester. Student evaluations shall be completed by the end of the 12th week of the fall semester.

18.I.5.b. Evaluation Conference: The final evaluation conference shall occur not later than the end of week six (6) of the spring semester. The purpose of the evaluation conference is to discuss the results of the visitation and other relevant evaluation information. If the team recommends that the District not employ the professor for the following year, no evaluation activities in year four (4) are necessary.

18.I.5.b.1. Prescriptive Comments: All prescriptive comments must be addressed in writing by the professor and submitted to the evaluation team before the team completes the Year 4 evaluation. The Evaluation Team shall determine if prescriptives are met by the time the Team completes Year Four Evaluation.

18.I.5.c. Fourth Probationary Year: The evaluation team shall be responsible for completing a summary evaluation report of the probationary employee. The report shall be based on a summary of all annual evaluations completed during the probationary period including the Year-End Report of Supplemental Hours and Self-Evaluation Report. It is not mandatory at this point in the evaluation process to visit the classroom or conduct student evaluations. The evaluation conference shall occur not later than the end of the fall semester. The purpose of the evaluation conference is to discuss with the probationary employee the results of the evaluation and announce the team's recommendation.

18.I.6. Submission of Recommendation: For each contract period the evaluation team shall submit its recommendation to the appropriate Vice President. A simple majority of the team members shall determine the team's recommendation.

18.I.6.a. At any point in the process, the Vice President of Human Resources or designee may be called in to help with mediation.

18.I.6.b. Split Recommendation: If the evaluation team is equally split on what recommendation to submit, the Vice President of Human Resources or designee shall meet with the team in an attempt to mediate an agreement. The Vice President of Human Resources shall forward the results of the mediation and the complete evaluation packet to the appropriate Vice President.

18.I.6.c. Vice President Does Support: If the Vice President agrees with the team's recommendation, the complete evaluation packet shall be forwarded to the President.

18.I.6.d. Vice President Does Not Support: If the Vice President does not support the team's recommendation, the Vice President and the team shall meet in an attempt to resolve the disagreement. If the disagreement is not resolved, the complete evaluation packet shall be forwarded to the President.

18.I.6.e. President Does Support: If the President agrees with the team's recommendation, the complete evaluation packet shall be forwarded to the Board.

18.I.6.f. President Does Not Support: If the President does not support the team's recommendation, the President and the team shall meet in an attempt to resolve the disagreement. If the disagreement is not resolved, the President shall forward their recommendation to the Board along with the team's recommendation and the complete evaluation packet.

18.I.7. Appeal Procedure: During a first, second or third contract period, a probationary professor may appeal a recommendation for not rehiring in accordance with the provisions of State law.

18.I.7.a. Evaluation Grievance Procedure: The following grievance procedures apply solely to probationary professor who have been denied reappointment or tenure.

18.I.7.a.1. General Provisions: A "grievance" is a formal written allegation that the District, in a decision not to offer a probationary professor a second or third contract, violated, misinterpreted, or misapplied any of its policies and procedures concerning the evaluation of the probationary professor.

18.I.7.a.2. Formal Written Allegation: A "grievance" is also a formal written allegation that the District, in a decision denying tenure to a probationary professor employed under a third contract, acted unreasonably or violated, misinterpreted, or misapplied, any of its policies and procedures concerning the evaluation of the probationary professor.

18.I.7.a.3. Definition of Grievant: A "grievant" is a probationary professor denied reappointment or tenure or the exclusive bargaining representative on behalf of such professor.

18.I.7.a.4. Working Day: A "working day" is any day Monday through Friday on which the Mt. San Antonio College Administrative Offices are open for business.

18.I.7.b. Levels of Evaluation Procedure Grievance:

18.I.7.b.1. Level One: Within twenty (20) working days of receiving the Board of Trustee's

official written notice, the grievant must present their grievance in writing to the appropriate Vice President. The grievance shall:

- Be specific
- Contain a synopsis of the facts supporting the allegation
- Identify the specific policy or procedure of the evaluation procedure which has allegedly been violated
- Contain the date of the alleged violation
- State the remedy requested
- Be signed by the grievant.

The Vice President shall communicate their decision to the employee in writing within ten (10) working days after receiving the grievance. If the Vice President does not respond within the time limits, the grievant may appeal to the next level. Within the above time limits, either party may request a personal conference.

18.I.7.b.2. Level Two – Arbitration: If the grievant is not satisfied with the disposition of the grievance at Level One, or if no written decision has been rendered within ten (10) working days after submission of the grievance to the Vice President, the grievant may, within an additional five (5) working days, request in writing to the Association that the grievance be submitted to arbitration.

18.I.7.b.2.a. Exclusive Representative: The exclusive representative shall have no duty of fair representation with respect to taking any of these grievances to arbitration, and the employee shall be entitled to pursue a matter to arbitration with or without the representation by the exclusive representative. However, if a case proceeds to arbitration without representation by the exclusive representative, the resulting decision shall not be considered a precedent for purposes of interpreting tenure procedures, policies, or the collective bargaining agreement, but instead shall affect only the result in that particular case. When arbitrations are not initiated by the exclusive representative, the District shall require the employee submitting the grievance to file with the arbitrator or the Vice President of Human Resources adequate security to pay the employee's share of the cost of arbitration.

18.I.7.b.2.b. Advisory Arbitrator: The grievant and the District shall attempt to agree upon an advisory arbitrator. If no agreement can be reached, they shall request the State Conciliation Service to supply a panel of five (5) names of persons experienced in hearing

grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the advisory arbitrator. The order of the striking shall be determined by lot. If the arbitrator will not be available within sixty (60) days, the parties shall secure another list and repeat the selection.

- 18.I.7.b.2.c. Arbitrator's Powers: The arbitrator shall be without power to grant tenure, except for failure to give notice on or before March 15 pursuant to subdivision (b) of Education Code Section 87610. The arbitrator may issue an appropriate make-whole remedy, which may include, but need not be limited to, back pay and benefits, reemployment in a probationary position, and reconsideration. Procedures for reconsideration of decisions not to grant tenure shall be agreed to by the governing board and the exclusive representative of faculty pursuant to State law.

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 violation of the Evaluation Procedures of this Agreement in the respect alleged in the grievance. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to them by the respective parties in the presence of each other and upon arguments presented in briefs. The arbitrator shall consider and decide only on the specific issues submitted in writing and shall have no authority to decide any other issue not so submitted.

- 18.I.7.b.2.d. Arbitrator's Recommendation, Board Review: The arbitrator's recommendation will be in writing and will set forth all findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any recommendation which requires the commission of any 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. However, it is agreed that the arbitrator is empowered to include in the arbitrator's recommendation such financial reimbursement or other remedies as is judged to be proper except that in settlement of any grievance

resulting in retroactive adjustment, such adjustment shall be limited to the date of signing of the Agreement. The recommendation of the arbitrator will be submitted to the Board, the President of the College, the grievant, and the Association.

The recommendation of the arbitrator within the limits herein 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) working days of its issuance, the Board shall then undertake review of the entire hearing's 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. In such case, the Board shall render a decision on the matter within thirty (30) working days after receiving the arbitrator's recommendation. Such decision shall be final and binding on all parties. If the Board does not render a decision within the time specified, it shall be deemed to have adopted the decision reached at Level One.

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

18.J. Evaluation of Regular Faculty:

18.J.1. Evaluation Process: Professor evaluation is a three-year process and is the responsibility of the individual professor. The process will consist of student evaluations, classroom visitations, and a self evaluation. The evaluation material shall be drawn from any primary term during the three-year cycle and compiled for submission at the end of the three-year evaluation cycle. The process requires annual submission of a Yearly Report of Service to the College. The evaluation process shall include evaluations for all applicable modes of delivery (Distance Learning and face-to-face). The division dean, with the assistance of department chairs, will maintain a three-year rotational list for all

professors in the division. After receiving tenure, professors will be placed on a three-year rotation, wherein the final evaluation packet will be due by week eight (8) of the spring semester of the third year.

18.J.1.a. Service to the College: Each member of the regular faculty shall submit the three (3) Yearly Reports of Service to the College (H.11.).

18.J.1.b. Self-Evaluation: Each member of the regular faculty shall submit the Self-Evaluation Report (H.6.) that includes goals and objectives in the third year of the cycle.

18.J.1.c. Summary of Evaluation: The professor will summarize evaluation activities and findings. The H.6.a Self Evaluation will include:

- Summary of progress made on goals and objectives from the previous evaluation cycle
- Summary of student and classroom evaluations
- Yearly Report of Service to the College (from the current year and the previous two (2) years)
- Student evaluations
- Peer evaluations (classroom evaluations or the equivalent).

This report will be submitted to the division dean by the end of the eighth week of the spring semester.

18.J.1.d. Administrative Evaluation: The professor will meet with the division dean or designee by the end of week 15 of the spring semester of the third year. During the evaluation meeting, the division dean or designee will comment on the summary report and appropriate performance expectations and will review the administrative evaluation prepared from the submitted evaluation documents. The combined documents (the Yearly Reports of Service to the College from the previous three years, the Self-Evaluation prepared in year three, and the administrative evaluation) constitute a complete evaluation report. One copy shall be placed in the professor's personnel file and the professor shall retain one copy.

18.J.1.f. Repetition of Evaluation: If the professor does not meet the standards in the appropriate performance expectancies listed in this Article, an evaluation consultation shall be held with the division dean or designee and shall be repeated annually until the standard is met.

18.J.1.g. Failure to Comply with Evaluation Timelines: If the professor fails to submit all required

evaluation forms by the timelines established in this article in any of the three years, the division dean or designee shall submit a notification of failure to submit to Human Resources for inclusion into the professor's personnel file. The professor shall be given the opportunity to append a response to this notification.

18.K. Evaluation of Department Chairpersons: Department chairpersons are evaluated separately, both as a teaching professor and as a department chairperson. Their evaluation as a teaching professor will comply with Section I of this Article.

18.K.1. Timeline: The department chairperson evaluation will be conducted on a yearly basis no later than the end of the tenth week of the spring term.

18.K.2. Responsibilities: The division dean or immediate administrator will prepare and complete the form "Department Chair Evaluation Report" included in this contract. One copy of this report shall be placed into the department chairperson's personnel file, and one copy shall be provided to the department chairperson. Included in this evaluation are:

18.K.2.a. Self-Evaluation: Continuing self-evaluation is a characteristic of a professional person. Each department chairperson shall examine their own performance, including the establishment of goals for their professional growth and will seek ways to become more effective in their work with students and colleagues. The self-evaluation form H.6.b., shall be completed and submitted to the division dean or immediate administrator no later than the eighth week of the spring term.

18.K.2.b. Administrative Evaluation: Each year an evaluation meeting will be held with the department chairperson and their division dean or immediate administrator at which time information will be presented regarding the results of the self-evaluation process including the agreed-upon goals and objectives. The evaluation meeting shall be conducted no later than the tenth week of the spring term.

18.K.2.c. Peer Evaluation: The professors of the department will be given the opportunity to complete the Chairperson Peer Evaluation form (H.1.b) no later than the eighth week of the spring term. The form will be distributed to all members of each department by the division dean or immediate administrator and return to the division dean or immediate administrator. These forms will be kept confidential.

18.K.2.d. Report: The division dean or immediate administrator will prepare a single report incorporating an evaluation of the self-analysis, the peer evaluation, and those performance expectancies listed under section 18.F germane to the responsibilities of a department chairperson. One copy of this report shall be placed in the department

chairperson's personnel file, and the department chairperson shall retain one copy. The report shall be completed no later than the tenth week of the spring term.

18.L. Adjunct and Partial Contract Professors Evaluation:

18.L.1. Responsibility: Evaluation of adjunct and partial contract professors is the responsibility of:

- Division dean or designee
- Director, ESL
- Director, Adult Basic Education
- Director, Continuing Education
- Department chairpersons or designee
- Other administrators assigned by the Chief Instructional Officer or the Chief Student Services Officer

18.L.2. Evaluation Report: Evaluation shall be reported in accordance with the performance expectancies listed in Section 18.B. which are observable by the various evaluators and which are appropriate to the assignment as an adjunct professor, particularly items 18.B.1, 18.B.3, 18.B.5, 18.B.6, 18.B.7, 18.B.9, 18.B.10, 18.B.13, 18.B.14, and 18.B.15.

18.L.3. Evaluation Process:

18.L.3.a. Professors with Rehire Rights: The evaluation of adjunct professors with rehire rights and partial contract professors will be conducted on a within the fall or spring semester of the first year of their rehire right status and every sixth primary term thereafter. The process will consist of student evaluations, classroom visitations, and summary evaluation pursuant to Article 18.L.7.

18.L.3.b. Professors without Rehire Rights: Professors without rehire rights will be evaluated on a four-year (4) process that begins the first primary term of their employment.

18.L.3.c. Definition: For the purpose of the evaluation process, a professor who is initially hired in either primary term of an academic year will commence year two of the evaluation process in the following academic year.

18.L.4. Classroom Visitation:

18.L.4.a. Professors With Rehire Rights: Adjunct professors with rehire rights shall be evaluated every sixth primary term following the first evaluation with rehire rights status. Through mutual agreement, the division dean or designee and the department chair shall determine which mode of delivery (Distance Learning or face-to-face) will be evaluated, if applicable.

A single visitation shall occur by the end of the twelfth (12) week of the semester. A meeting shall be held within two (2) weeks of the visitation with the adjunct professor to review the classroom evaluation and teaching materials and to give feedback regarding teaching performance. Additional visitation evaluations may be conducted when: (a) a pattern of student complaints becomes evident to the department chair or dean; or (b) the most recent evaluation had an overall rating of improvement recommended (3) or performance does not meet the standard (4). Adjunct and partial contract professors shall be evaluated on the appropriate visitation evaluation form (Appendix H.4).

18.L.4.b. Professors Without Rehire Rights: In the first semester of employment, adjunct professors shall be evaluated in each preparation while teaching in the classroom, and non-teaching professors shall be evaluated while conducting their professional assignments by the division dean, department chair, or designee. In year (2) of the evaluation process, classroom visitation/professional evaluation shall be conducted for each preparation in either the fall or spring semester as requested by the department chair or appropriate manager. In years three (3) and four (4) of the evaluation process, a single classroom visitation/professional evaluation shall be conducted. Additional visitations/evaluations may be conducted when an adjunct professor is assigned to teach a course for the first time or when a pattern of student complaints becomes evident to the department chair or dean. A distance learning course that is taught must be included in the evaluation process. A meeting will be held within two (2) weeks of the visitation with the adjunct professor to review the classroom evaluations and teaching materials and to give feedback regarding teaching performance. Adjunct and partial contract professors shall be evaluated on the appropriate classroom visitation form. Professors who do not earn rehire rights at the end of year four may re-enter year four (4) of the evaluation process if employment with the District continues.

18.L.5. Student Evaluations:

18.L.5.a Professors With Rehire Rights: After an adjunct professor has established rehire rights, they shall conduct student evaluations within the establish evaluation period for each preparation in either the fall or spring semester as requested by the department chair or appropriate manager. These evaluations will be conducted online unless requested by the processor. If the professor requests paper student evaluations, then the professor shall submit the student evaluations, including a tally of the ratings and a file of scanned written comments, to the department chair or appropriate manager by the end of the 11th week of the semester.

18.L.5.b Professors Without Rehire Rights: Student evaluations shall be conducted for each preparation every year in either the fall or spring semester as requested by the department

chair or appropriate manager. The adjunct professor shall either conduct these evaluations online or request that a designated evaluator conduct in-class student evaluations. The department chair or appropriate manager and the professor shall receive the student evaluations, including a tally of the ratings and a file of scanned written comments by the end of the 11th week of the semester.

- 18.L.6. Self-Evaluation: During each year of the evaluation process, the professor may submit a Self-Evaluation Form.
- 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:
- 18.O.1. Definition: The current national standard for the definition of academic freedom was published by the

American Association of University Professors (AAUP) in the 1940 Statement of Principles on Academic Freedom:

"Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good depends upon the free search for truth and its free expression. Academic freedom is essential to these purposes and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning."

18.O.2. The District shall protect the academic freedom of all professors. Except where warranted by law, no limitations shall be placed upon the study, investigation, presentation, or interpretation of ideas. The District shall value the expression of a wide range of viewpoints and promote creativity and innovation among the professors including, but not limited to:

18.O.2.a. The obligation of academics to ask difficult and meaningful questions and to pursue those inquiries wherever they may lead; and

18.O.2.b. The open and free exchange of ideas to support academic critical inquiry; and

18.O.2.c. The protection of those who discuss, present, and research ideas that may be seen as controversial, obscene, unpopular, or challenging.

18.O.3. The District shall support and protect every professor's academic freedom from any unlawful adverse action or censorship. The District shall support and protect each professor's legitimate academic freedom within, but not limited to, the professor's speech or activities within their discipline.

The following provisions state what rights and freedoms "shall" exist, but in each of these instances, they exist subject to the requirements of applicable law, District board policies, and administrative procedures, including, but not limited to, those prohibiting harassment of students, employees, or others, and those prohibiting various forms of misconduct, under the terms of this Collective Bargaining Agreement where they provide otherwise, and the management rights as outlined in Article 26:

18.O.3.a. College-wide Curriculum: Professors shall have the freedom to develop curriculum and instructional methods for academic programs and courses-including, but not limited to, course descriptions, course outlines, course goals, course objectives, and course standards.

18.O.3.b. Course Content: All professors shall have the freedom to select all content for their individual courses-including, but not limited to, texts, materials, labs, discussion topics, videos, and assignments. Professors will base their decisions on their professional training, expertise, and

pedagogical practices. The approved Course Outline of Record shall provide the individual professor with requirements and guidelines for each specific course.

18.O.3.c. Grades: All professors shall have the freedom to design assessment tools and methods, assess student performance, and serve as the final authority for the assignment of grades.

18.O.3.d. Research: All professors shall have the freedom to explore all avenues of scholarship, research, publication, and academic and creative expression within the classroom, college, and larger community, as experts in our fields, without institutional discipline or restraint.

18.O.3.e. Shared Governance: All professors shall have the freedom to participate effectively in collegial and divisional governance, including the freedom to question and challenge, without fear of censorship or discipline, actions and ideas originating from within the institution.

18.O.3.f. Public Speech and Membership in Organizations: All professors shall have the freedom to speak or write publicly-free of censorship or subsequent discipline by the college-as a citizen on matters of public concern, when applicable law so provides, including the freedom to associate with individuals or groups of one's choice without fear of censorship or discipline.

18.O.3.g. Technology: All professors shall have the freedom to elect to what extent technology will be used to support the achievement of course objectives within the guidelines of Article 13.A.2.

18.O.3.h. Classroom Instruction: Discussions in the classroom, in all modalities, are not intended for the public at large. Classroom expression of all professors, in person or online, is subject to applicable academic freedom protections. The unauthorized monitoring or recording of classroom discussions violates the law as described in Education Code 78907 and Penal Code 632.

18.O.3.i. All administrative procedures and board policies related to academic freedom shall be mutually agreed to between the District and the Faculty Association.

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 may be submitted by a student using the Student Complaint form (Appendix J) however completion of the form by a student is not mandatory. If a student submits a complaint orally and without completing Appendix J, the Department Chair or educational administrator responding to the complaint will promptly document it using Appendix J. Appendix J forms are not required to commence a Special Evaluation if other requirements are met.
- 18.P.6.a Notice: Student complainants shall be handled consistent with the privacy and due process rights of students and employees. Information about the complaint, including the identity of a complainant, may be disclosed if necessary for investigation purposes. If the administrator determines that maintaining the confidentiality of the complainant's identity will promote an effective evaluation process, the administrator will inform the professor at the outset of the special evaluation process. If a professor or the Association requests

disclosure of the identity of a student complaint, such requests will be on a case-by-case basis and with mutual agreement by the Vice President of Human Resources with the Faculty Association President or their designee, to disclose the identity.

18.P.6.b Student complaints shall not be entered into the file until and unless a thorough District investigation has taken place regarding the complaint and a conference with the employee has been completed. The complaint shall be treated as derogatory material and is subject to those provisions stated in this Article.

18.P.7. Confidentiality: There shall be only one personnel file for each professor. The College President or their designee and the professor shall have full access to the file, except that the professor shall not be shown any document submitted in confidence prior to their employment in any position at the College.

18.P.8. Access to Files: Representatives of the Association shall have access to said file with the professor's written non-continuing authorization. A log shall be kept in each professor's personnel file indicating the name of each person inspecting the file and the date of said inspection, excepting routine clerical transactions. Evaluation documents per Sections 18.H, 18.J – L.3 and I.4 of this Article shall be placed in the personnel file.

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

18.P.9. Right to Answer: A professor shall have the right to file an answer to any material submitted for inclusion in their file and such answer shall be attached to the file copy. A professor shall have the right to place in the file such material as they determine may have a bearing on their evaluation or position as a professor.

18.Q. Special Evaluation Process: A special evaluation may be conducted whenever the administrator has cause to believe that the professor is not meeting the job expectancies set forth in Sections 18.B – 18.F of this article. In making a determination whether such cause exists, it is the responsibility of the administrator to make sufficient inquiries to confirm the specific nature of the concern and to avoid unnecessary reliance on hearsay or rumor. In such situations, the appropriate administrator (generally the dean) will determine the appropriate method and scope of the evaluation. The evaluation process, as determined by the administrator, may include, but is not limited to, such methods of review as student evaluations, peer evaluations, administrative evaluations and/or classroom/worksite visitations. Special evaluations will be conducted in conformance with the principles set forth in Section 18.H. of this Agreement. Whenever possible, all such evaluations will be conducted by College employees.

- 18.Q.1. Notification: The administrator will notify the employee in writing of the initiation of the special evaluation including (1) a description of the information giving cause to believe that the professor is not meeting performance expectancies, (2) the evaluation process to be used and expected time frame, and (3) relevant job expectancies that are under review. The professor will be informed of their right to Faculty Association representation from the inception of a Special Evaluation, as identified in Article 5. The professor shall be entitled to Association representation in any and all meetings in which discipline may result.
- 18.Q.2. Visitations: Visitations that are part of the special evaluation process are exempt from the notification limits in 18.A.2.
- 18.Q.3. At the conclusion of the special evaluation process, the administrator will deliver a written statement of the administrator's assessment of any relevant performance expectancies. If the administrator determines that performance expectancies are not being met, the written statement will include clearly identified prescriptive comments and guidelines on how to meet the performance expectancies that are part of the special evaluation process and will conclude that special evaluation process.

■ **ARTICLE 19: RETIREMENT** ■

19.A. Reduced Workload Program with Full Retirement Credit:

The Reduced Workload Program allows full-time professors who meet eligibility requirements to reduce their workload from a full-time position to no less than 50% of the time the employer requires for the full-time position for the purpose of retirement. The District shall provide a Reduced Workload option to an eligible professor in accordance with the provisions of Education Code Sections 87483 and 22713, Government Code section 20900, and Administrative Procedure 7382 – Reduced Workload Program. Administrative Procedure 7382 – Reduced Workload Program shall be mutually agreed to between the District and Faculty Association. While participating in the Reduced Workload Program, the professor may be asked to submit a letter of resignation; however, such resignations for the purpose of retirement shall not be deemed received and accepted by the College President/CEO until November 1st in the academic year of the professor's stated retirement and can be amended or revoked until that date.

19.A.1. Eligibility: The option to reduce the professor's workload shall be exercised at the request of the professor if all the following conditions are met:

- 19.A.1.a. Have at least 10 years of credited, full-time faculty service in CalPERS or CalSTRS.
- 19.A.1.b. During the period immediately preceding the request for a reduction in workload, the participant must have been employed full-time for a total of at least five (5) years without a break in service.
- 19.A.1.c. The immediately preceding five (5) years of service were full-time at Mt. San Antonio College. (Sabbaticals and other approved leaves of absence shall not constitute a break in service. Time spent on a sabbatical or other approved leave of absence shall not be used in computing the five-year full-time service requirements.)
- 19.A.1.d. The participant will have reached the age of 55 or over prior to the beginning of the academic term in which the reduced employment commences. For CalPERS members, the maximum age is 70.
- 19.A.1.e. CalSTRS members require approval from CalSTRS.
- 19.A.1.f. Participation in the Reduced Workload Program requires approval from the Board of Trustees.

19.A.2. Participation: Participation in the Reduced Workload Program includes the following guidelines:

- 19.A.2.a. Participation in the Reduced Workload Program shall not exceed ten (10) years for CalSTRS members and five(5) years for CalPERS members.
- 19.A.2.b. Load may not fall below half-time (50%) or less than the equivalent of one-half (1/2) the number of days of service required by the participant's assignment during the final year of service in a full-time position. The percent of load shall be specified in each individual agreement.
- 19.A.2.c. Participation takes place in full school year increments starting with the beginning of their contracted academic year and must continue through the end of their contracted academic year.
- 19.A.2.d. The agreement and program participation can only be revoked by mutual consent between the participant and the College.
- 19.A.2.e. The participant shall be paid a salary that is the pro rata share of the full-time equivalent salary, including ongoing stipends, they would have earned had they not elected to exercise the option of part-time employment but shall retain all other rights and benefits for which they make the payments that would be required if they remained in full-time employment.
- 19.A.2.f. The employee shall receive health benefits in the same manner as a full-time employee as provided by Government Code, Section 53201. At retirement, benefits will be calculated as if participants continued to work full time, including determining final compensation and service credit.
- 19.A.2.g. Should the participant not work at least one-half (1/2) of the time the employer requires for full-time, service credit for the year will be calculated on actual time worked.
- 19.A.2.h. Should the participant retire or separate employment before the end of the contract year, their contract under the Reduced Workload Program with Full Retirement Credit will be revoked, and they will receive service credit only for the service they actually performed.
- 19.A.2.i. The agreement to participate in the Reduced Workload Program shall be terminated if any of the following occur:

- 19.A.2.i.1. The professor's employment is terminated prior to the end of the school

term. Termination of employment includes, but is not limited to, retirement, resignation or death.

19.A.2.i.2. The professor performs less than 50% of the days or hours the employer requires for full-time in that position.

19.A.2.i.3. The professor and employer mutually agree to terminate participation.

19.A.2.i.3.a. Participation in the Reduced Workload Program is not automatically terminated if a professor performs creditable service on a full-time basis when the member was supposed to have a reduced workload. Therefore, unless the professor and employer have a mutual agreement to terminate participation in the program, the school years in which a professor performs creditable service on a full-time basis will still be included in the 10-school year maximum for which the professor is permitted to participate in the program.

19.A.2.i.4. If an employee whose agreement was terminated wishes to participate in the program again, any subsequent agreement to reduce the professor's workload must meet all eligibility requirements.

19.A.2.j. Reassigned time, as defined by the Faculty Collective Bargaining Agreement, may be used to satisfy all or part of the workload requirement.

19.A.2.k. Banked leave, as defined by the Faculty Collective Bargaining Agreement, may be used to satisfy all or part of the workload requirement.

19.A.2.l. The professor retains the same rights to meet the workload requirement as outlined for full-time faculty, including but not limited to, Meeting Contract Load (10.G.2.).

19.A.2.m. Professors participating in the Reduced Workload Program have a prorated Full-time Faculty Load Limitation as specified in 13.B.7 proportionate to their workload assignment.

19.A.2.n. Professors participating in the Reduced Workload Program have a prorated responsibility to the college as specified in Article 10 proportionate to their

workload assignment.

19.B. Partial Contract Post-Retirement Option:

- 19.B.1. Qualification: A full-time professor who has been employed by the District for at least 25 years may, prior to retirement, request to enter into a partial, post-retirement contract starting after the 180-day waiting period with the District for up to three years.
- 19.B.2. Definition: The partial contract will be for up to 33 1/3% of the professor's base salary at the time of retirement (10% for every 3 LHE taught). The partial contract will carry a load maximum of 10 LHE per year. While under a partial post-retirement contract, the professor will receive retirement benefits from the District, as defined under Article 8 of this Agreement. It is the professor's responsibility to monitor their qualifiable STRS earnings.
- 19.B.3. Application: Qualifying professors must submit a letter of application for this post retirement contract to the supervising administrator no later than six months prior to the date of retirement. The appropriate Vice President and the College President must approve the application, and their decision is final and not subject to grievance.

■ **ARTICLE 20: GRIEVANCE PROCEDURE** ■

20.A. General Provisions:

- 20.A.1. Definitions: Except as provided to the contrary, this grievance procedure is restricted to alleged violations of specific section(s) in this Agreement arising during the term of this Agreement. A grievance is defined as a formal written allegation filed by a professor and/or the Association that a violation of the specific provision(s) of this Agreement has occurred and that as a consequence, the professor filing the grievance, or Association, has been adversely affected. Every grievance shall contain a clear and concise statement of the claimed acts or omissions which gave rise to the grievance, the Article(s) or provision(s) of the Agreement which is claimed to have been violated, misapplied, or misinterpreted, and a statement of the remedy sought.
- 20.A.2. Challenge or Change of Policies: Actions to challenge or change the policies of the District as set forth in the Board Policy or Administrative Procedures must be undertaken under separate legal processes and not in conflict with the provisions of this Agreement. Other matters for which a specific method of review is provided by law, by the Board Policy or by the Administrative Procedures of the District are not within the scope of this procedure.
- 20.A.3. Effort by Parties: The District and the Association agree that every effort will be made to initially settle grievances by the District and the Professor. In order to settle grievances informally at the lowest possible level, all educational administrators are empowered to resolve grievances.
- 20.A.4. Conformation of Grievant: Until the final disposition of the grievance, the grievant is required to conform to the direction of their immediate administrator, except when the grievant's health and safety are endangered.
- 20.A.5. Timeliness: Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Each party agrees to complete action within the time limits contained in the grievance procedure; however, with the written consent of the Association, the appropriate educational administrator, and the Vice President of Human Resources (VPHR) or designee, the time limitation for any level may be extended. Any grievance not advanced to the next level within the time limits established for that level shall bar the grievant from any further right to pursue that grievance, and the grievance shall be deemed resolved with the decision rendered at the previous level (including "Level One – Initial"). Failure on the part of an administrator to answer within the time limits set forth for any level will entitle the employee to proceed to the next level (including "Level One – Initial"). Time limits in each level shall begin at the expiration of the previous time limit or the day following receipt of written decision by the parties in interest.

An exception to the timelines may be waived through mutual agreement between the District and the Faculty Association with an abeyance. The purpose for an abeyance is for the parties to have a reasonable period of time to work together to resolve the grievance outside of the set timelines. Should the grievance not be resolved by the end date of an abeyance, then either the grievance will move forward per the agreed to timelines, or the abeyance may be extended again by mutual agreement.

- 20.A.6. Grievance Meetings: Grievance meetings normally will be scheduled by the District so as not to conflict with classroom duties. However, if the meeting is expected to be of such duration that it would extend beyond the normal business hours of the District's central office, the District shall provide released time to the grievant, witnesses, and if requested, the President of the Association or the President's designee, so that the session can be accommodated within such business hours. This provision shall constitute "reasonable periods of released time" within the meaning of Government Code 3543.1c.
- 20.A.7. Confidentiality: In order to encourage a professional and harmonious disposition of professors' grievances, it is agreed that from the time a grievance is filed until it is processed through arbitration, or decided to the mutual satisfaction of the grievant and the District, neither party shall make public either the specific details of the grievance or the evidence regarding the grievance.
- 20.A.8. Closed Meetings: All meetings under this procedure shall be closed to all persons other than Human Resources, the parties in interest, their Faculty Association representatives, and witnesses as necessary.
- 20.A.9. Separate File: All procedural documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file, maintained by the District, and will not be kept in the personnel file of any of the participants.
- 20.A.10. Completion of Necessary Forms: Forms necessary for the grievance process will be prepared by the District in consultation with the Association and will be given appropriate distribution to facilitate the Grievance Procedure. In conjunction with the FA, the district shall provide all forms as fillable pdf's, and include areas for all new descriptions, explanations, examples, reasons, etc. The written grievance shall (1) be specific, (2) contain a description of the procedures which have previously been taken by the grievant, (3) contain a synopsis of the facts giving rise to the violation, misinterpretation, or misapplication, (4) contain the specific section(s) of this Agreement which has (have) allegedly been violated, (5) state the relief requested, (6) contain the date of the alleged violation, and (7) be signed by the grievant. Documentation can be attached to the forms if needed.
- 20.A.11. Representation: The grievant may request representation beginning at Level One, but nothing contained herein will be construed as limiting the right of any professor having a grievance to have the grievance adjusted without the intervention of the Association, provided that such adjustment is

consistent with the terms of this Agreement and that the Association has been given an opportunity to respond prior to its implementation.

- 20.A.12. Reprisals: No reprisals of any kind will be taken by the Board, the President of the College, the Association, or by any member or representative of the Administration of the College, against any aggrieved person, any member of the Association, or any other participant in the grievance procedure by reason of such participation.
- 20.A.13. Expenses: The District and the Association shall pay their own expenses incurred in the grievance procedure. The District and the Association shall equally share the expenses of neutral arbitrator if such becomes necessary. Each party shall be responsible for compensating its own representatives and witnesses. If a party desires that a record of the testimony be made from the transcript, it may cause such a record to be made at its own expense; however, if the other party or parties requests copies of such records, the cost shall be divided equally.
- 20.A.14. Restrictions: No professor may use the grievance procedure in any way to appeal termination or decision by the Board not to renew their contract. (Please see Article 17.I.7.) This grievance procedure shall not be used as the basis for any type of class action.
- 20.A.15. Presence and Representation: The grievant must be present at each level of the grievance procedure. Either the grievant or the Faculty Association may choose a representative of their choice at all levels of the grievance procedure. However, no employee organization other than the Faculty Association may represent the grievant.
- 20.A.16. Grievance Against or Inaction by the Board of Trustees: If a grievance arises from action or inaction by the Board of Trustees, the aggrieved person shall submit such grievance in writing directly to the President of the College or the President of the Board, and may optionally notify the Association. The processing of such grievance shall be commenced at Level Three.
- 20.A.17. Precedence: A decision in any one case may or may not constitute a precedent for any other grievance.
- 20.A.18. Processing Limitation: Notwithstanding any other provision of this Article, management shall not be required to initiate the processing of more than one grievance per work day at the formal level, unless the parties mutually agree on any necessary extension of timelines.
- 20.A.19. Adjustment of Grievance: Adjustment of any grievance described herein shall not be inconsistent with the specific provision(s) of this Agreement. The "educational administrator" who is the subject of the grievance is designated to resolve grievances at the lowest level whenever possible.
- 20.A.20. State and Federal Law: Nothing contained in the grievance procedure shall be construed to deny the

District, the Board, the President, the Association or any professor the rights guaranteed to them under state or federal law.

20.A.21. Withdrawal: A grievance may be withdrawn by the grievant at any time and at any step of this procedure provided, however, that same grievance shall not be filed a second time by the same party.

20.A.22. Working Day Definition: For the purpose of this grievance procedure, a “working day” is any day Monday through Friday on which professors are required to be providing service during the terms in which the professor has an assignment.

20.A.23. Settlement: In settlement of any grievance resulting in retroactive adjustment, such adjustment shall be consistent with the Agreement in effect at the time of the alleged violation.

20.A.24. Association Grievance: An Association grievance shall begin at Level Three.

20.A.24.a. Parties: This includes representatives from the Faculty Association, the appropriate area Vice President (at Level 3), and the District, including the manager(s) identified in the grievance and their representatives.

20.B. Grievance Procedures:

20.B.1. Level One —Initial Resolution:

20.B.1.a. Presentation of Grievance: Within thirty (30) working days of the knowledge of the alleged violation, a professor who believes that a section of this contract has been violated, must complete the Presentation of Grievance form, including all information required by Section 20.A.10 and submit copies to the manager(s) who is/are the subject of the grievance, the Office of VPHR, and the Faculty Association.

20.B.1.b. Initial Conference: Within ten (10) working days of the Office of VPHR receiving the Presentation of the Grievance form, a meeting will be held, to be attended by the professor, a Faculty Association representative if desired by the professor, the manager(s) who is/are the subject of the grievance, and the Office of Human Resources, who will participate as a facilitator. The purpose of this meeting is to resolve the complaint at the initial level. The outcome of this meeting shall be noted by the Office of Human Resources on the Presentation of Grievance form as resolved or unresolved along with both parties' signatures. A copy of the completed form shall be sent by the Office of VPHR or designee to the Faculty Association, grievant, and manager(s) who is/are the subject of the grievance.

20.B.2. Level Two – Conciliation:

- 20.B.2.a. Timeline: If the grievance is not resolved at the initial level, the grievant shall have ten (10) working days from the date the Office of VPHR transmits the completed Level One Presentation of Grievance form and the grievant shall advance the grievance to Level Two by submitting a written and signed statement of grievance on forms provided by the District to the Office of VPHR. The Level Two grievance shall state the reason, based on contract language, for the grievant's and initial level one educational administrator's disagreement with the Level One outcome. Human Resources shall have ten (10) working days from receipt of the Level Two written grievance to establish a conciliation team in collaboration with the District and the Association.
- 20.B.2.b. Conciliation Team: The grievance shall be forwarded to a conciliation team composed of one professor appointed by the Association and one administrator appointed by the District. The professor and the administrator shall not be from the same division as the grievant or manager who is the subject of the grievance, and shall not have had previous involvement with the disagreement giving rise to the grievance or the processing of the grievance at Level One.
- 20.B.2.c. Process: Within ten (10) working days after the formation of the conciliation team, the conciliation team, the grievant, a Faculty Association representative, if desired, and the manager who is the subject of the grievance, shall meet. Human Resources will attend, for the purpose of supporting the conciliators in documenting their recommendations. At this meeting, the grievant shall specifically cite the article in the contract that is being grieved and shall explain the factual basis of the grievance and the specific remedy being sought. Additionally, the Faculty Association will provide a rationale as to how the grievance relates to the cited article(s). The conciliation team shall work together to resolve the grievance. The conciliation team will review, prior to the meeting, the written grievance and the documented Level One outcome, will afford the parties an opportunity to provide information, and may ask questions in the meeting of the parties. After this meeting, the conciliation team shall have five (5) working days to discuss, develop, and forward a written conciliation recommendation for resolution of the grievance. Upon receipt of the recommendation, both parties shall have five (5) working days to consider the conciliation recommendation from the conciliation team unless there is a need to ask for clarification of the recommendation. This will extend the consideration by three (3) working days. The signed decision of both parties shall be submitted by the conciliation team to the grievant, the respondent, Human Resources, and the Faculty Association. Failure of either party to reply to the conciliation team by the above deadline shall be interpreted as a rejection of the recommendation. In such event, Human Resources will document the lack of agreement, and notify the parties.
- 20.B.2.d. Conclusion: The conciliation process shall conclude when the parties reach agreement, the parties accept the conciliation recommendation or when either party rejects the conciliation recommendation.

20.B.3. Level Three – Vice President:

- 20.B.3.a. Action: The grievant shall have ten (10) working days after the conclusion of the conciliation level to forward the grievance to Level Three by notifying Human Resources in writing.

In the case of an Association grievance commenced at Level Three pursuant to Section 20.A.24, the Association shall submit the written grievance to the Office of VPHR and to the appropriate area Vice President. The written grievance shall include all information required by Section 20.A.10.

The College President may designate a Vice President to consider the Level Three grievance, who may or may not be the Vice President in whose operational area the grievance originates. If no Vice President is designated, it shall default to the area Vice President.

- 20.B.3.b. Timeline: Within ten (10) working days after receiving the grievance, the designated Vice President shall meet with the grievant and grievant's representative after reviewing all documents from level one and level two meetings (if applicable). The Office of Human Resources will also attend the meeting to participate as a facilitator. In the case of a grievance initiated by a professor at Level One, the Vice President or designee shall provide the grievant an opportunity to explain the appeal, and may inquire of the grievant why the grievant disputes the Level One decision, and/or why the grievant did not accept the Level Two written conciliation recommendation. In the case of a grievance initiated by the Association at Level Three, the Vice President or designee shall provide the Association an opportunity to explain the grievance, and may inquire as to the basis of the grievance. Human Resources shall provide the Level Three response in writing to the grievant, to the manager who is the subject of the grievance, the College President, and designated Vice President, within ten (10) working days of meeting with both parties.

- 20.B.3.c. Exclusions: Alleged violations not presented at Level One or Level Two may not be introduced at any other level, unless the grievance is amended and includes rationale as to why the new violations and evidence is relevant to the original statement of the grievance and no evidence or testimony given shall be the cause for expanding the grievance without an amendment.

20.B.4. Level Four – President:

- 20.B.4.a. Timeline: If the grievance is not resolved at Level Three, the grievant shall have five (5) working days after receipt of the Level Three response, within which they may submit an appeal on the appropriate form to the College President.

- 20.B.4.b. Response: Within fifteen (15) calendar days after receiving the grievance, the College President or designee shall meet with the grievant and/or the association, to determine

whether to offer the grievant some of the specific remedy sought, all the specific remedy sought, or to deny the grievance. The grievant shall be given an answer by Human Resources in writing no later than ten (10) working days after the appeal meeting. Failure to answer shall be interpreted as denying the grievance.

20.B.5. Level Five – Arbitration:

20.B.5.a. Timeline: In the case of a grievance initiated by a professor at Level One, if the grievant is not satisfied with the disposition of the grievance at Level Four, or if no written decision has been rendered within fifteen (15) calendar days following the Level Four meeting with the President or designee or if no meeting was scheduled with the President or designee within the required fifteen (15) calendar days, the grievant may request that the grievance be submitted to arbitration. The professor's request for arbitration shall be submitted in writing to the Association.

Upon the approval of the Faculty Association, the Association President or Vice President shall send a written notice to the VPHR moving the grievance to Level Five – Arbitration. This notice will be submitted within fifteen (15) working days of the decision at Level Four – President. If the Association does not timely notify the District in writing of the Association's approval of the request for arbitration, the request shall be deemed denied and the grievance shall be deemed resolved on the basis of the Level Four decision.

In the case of a grievance initiated by the Association at Level Three, if the Association is not satisfied with the disposition at Level Four, or if no written decision has been rendered within fifteen (15) working days following the Level Four meeting with the President or designee or if no meeting was scheduled with the President or designee within the required fifteen (15) working days, the Association may request in writing that the grievance be submitted to arbitration. The Association President or Vice President shall send a written notice to the VPHR moving the grievance to Level Five – Arbitration. This notice will be submitted within fifteen (15) working days of the decision at Level Four – President.

All hearings under this procedure shall be closed to all persons other than Human Resources, the parties in interest, their representatives, and witnesses as necessary.

20.B.5.b. Selection of Arbitrator: If arbitration is requested and approved by the Association, the Association and the District shall attempt to agree upon an impartial arbitrator. If no agreement can be reached, they shall request the State Mediation & Conciliation Service (SMCS) to supply a panel of five (5) names of persons experienced in hearing grievances in a community college professor matters. Each party shall alternatively strike a name until one name remains. The remaining panel member shall be the impartial arbitrator. The order of the striking shall be determined by lot. The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.

20.B.5.c. Arbitrator's Action: 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 violation of this Agreement in the respect alleged in the grievance. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other and upon arguments presented in briefs, if requested by the arbitrator. The arbitrator shall consider and decide only on the specific issues submitted in writing and shall have no authority to make a decision on any other issue not so submitted.

The arbitrator shall cause the hearing to be recorded by court reporter. Arbitration hearing transcripts shall be provided to each party, the cost of which shall be divided equally.

The arbitrator may hear and determine only one grievance at a time unless the District and the Association expressly agree otherwise. However, both parties will in good faith endeavor to handle in an expeditious and convenient manner cases which involve the same or similar facts and issues.

20.B.6. Arbitrator's Decision, Board Review:

20.B.6.a. Actions of Arbitrator: The arbitrator's decision will be in writing and will set forth all findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision 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 decision inconsistent with District duties, responsibilities, or obligations as such are prescribed in State or federal law. However, it is agreed that the arbitrator is empowered to include in the arbitrator's decision such financial reimbursement or other remedies as is judged to be proper, except that in settlement of any grievance resulting in retroactive adjustment, such adjustment shall be consistent with the Agreement in effect at the time of the alleged violation. The decision of the arbitrator will be submitted to the Board, the President of the College, the grievant, and the Association.

20.B.6.b. Decision of Arbitrator: The decision of the arbitrator within limits herein prescribed shall be final and binding on the parties with respect to grievances filed under Article 7 Salaries, Article 8 Employee Benefits, Article 10 Work Load, and Article 16 Leaves of Absence. Each party waives the right to pursue litigation on the matter in dispute once it is submitted to binding arbitration. Appeals under binding arbitration shall be limited to the circumstances set forth in the California Code of Civil Procedure, Section 1285 et seq.

20.B.6.c. Not Covered: With respect to grievances permitted under the terms of this Agreement and not covered under 20.B.6.b. of this Agreement, the decision of the arbitrator within limits herein 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 a review of the recommendation within ten (10) working days of its issuance, the Board shall then undertake a review of

the entire hearing's 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. In such case, the Board shall render a decision on the matter within thirty (30) working days after receiving the arbitrator's recommendation. Such a decision shall be final and binding on all parties. If the Board does not render a decision within the time specified, it shall be deemed to have adopted the decision reached at Level Four.

20.B.6.d. Non-Acceptance of Arbitrator's Recommendations: In a case where the arbitrator's recommendation sustains the grievant but the Board subsequently fails to accept the such recommendation and instead modifies or reverses the arbitrator's recommendation, and the grievant later files a judicial action against the District for breach of the Agreement, the District shall not assert as a defense that the grievant's utilization of the grievance and arbitration procedure was the only proper remedy for resolution of the grievance. In all other cases, the grievance and arbitration procedure described above is to be the Association's and the grievant's sole and final remedy for any claimed breach of this Agreement which is covered by the grievance procedure.

20.C. Judicial Action: Neither party waives its right to pursue judicial action regarding arbitration awards. In cases involving binding arbitration, however, appeals are limited to the circumstances forth in the California Code of Civil Procedure, Section 1285 et seq.

■ **ARTICLE 21: MUTUAL AGREEMENT PROCESS** ■

21.A. Objective: It is the objective of the District and the Association to encourage the prompt resolution of all misunderstandings or other difficulties which relate to mutual agreements as defined in Definitions below in Section 21.B. at the lowest possible level. Accordingly, the following Mutual Agreement processes have been established.

21.B. Definitions:

21.B.1. Mutual Agreement: Mutual Agreement is a joint agreement between a professor and their division dean or designated educational administrator where mentioned in the collective bargaining agreement.

21.B.2. Working Days: For the purpose of this procedure, a "working day" is any Monday through Friday on which professors are required to be providing service during the terms in which both parties to the issue have an assignment.

21.B.3. Timelines: Timelines shall commence with the receipt of written communication and shall be considered met if a document arrives on or before the last day of an established timeline. Extensions of timelines must be requested in writing and signed by all parties to the issue or by the Vice President of Human Resources. The extension shall not exceed an additional thirty (30) working days.

21.B.4. Documentation Status: Documentation regarding the mutual agreement processes shall not be a part of the unit member's personnel file.

21.C. Mutual Agreement Procedure:

21.C.1. Step One – Informal (Professor, Human Resources, and immediate manager):

21.C.1.a. Mutual Agreement: The filing party shall complete the Mutual Agreement form (Appendix L.2) indicating where such agreement has not been reached. The contract reference to mutual agreement shall be specifically cited. The remedy sought shall be clearly identified on the form.

21.C.1.b. Timeline: The Mutual Agreement form shall be filed with the filing party's immediate supervisor and must be filed within thirty (30) working days of an alleged act, incident, or omission that is the subject of the issue. A copy of the Mutual Agreement form shall be forwarded to the Faculty Association and Human Resources.

The immediate manager (or objective third party) and a Faculty Association representative shall meet with the parties to the mutual agreement within fifteen (15) working days and Human Resources shall facilitate a discussion with the goal of resolving the issue. The manager shall provide both parties and the Faculty Association with written documentation of the results of the informal meeting within seven (7) working days from the conclusion of the meeting. No other person shall be present. If the filing party is not satisfied with the results from Step One, they shall have ten (10) working days from the receipt of the Step One result to file a request with Human Resources for a Step Two meeting.

- 21.C.2. Step Two – Conciliation Meeting (Immediate Manager, Human Resources, and Faculty Association Representative): The immediate manager, Human Resources, and the Faculty Association representative shall meet within ten (10) working days to clarify the issues. Both the District and the Faculty Association representatives shall be provided with copies of the Mutual Agreement form.

Within ten (10) working days following this Step Two meeting, the District and the Faculty Association representative shall submit a proposed resolution in writing to both parties and Human Resources. Both parties shall have five (5) working days to either accept or reject the proposed resolution. The decision of both parties shall be submitted in writing to Human Resources with copies forwarded to the Faculty Association. If the filing party is not satisfied with the results from Step Two, they shall have ten (10) working days from the receipt of Step Two result to file a request with Human Resources for a Step Three appeal review.

- 21.C.3. Step Three – Final Appeal Review: The Vice President, Human Resources (or designee) shall meet with the parties to hear the disagreement. Each party shall be provided with copies of the original or Mutual Agreement form, the results of the Step One informal meeting, and the proposed conciliation resolution five (5) working days prior to the appeal review meeting. Both parties may have a representative present.

The Vice President, Human Resources (or designee) shall determine whether to uphold, amend, or reject the conciliation recommendation or alternatively to impose a cooling off period of up to thirty (30) working days. Following any cooling-off period, the Step Three process shall resume. The determination shall not conflict with the remainder of the Faculty Association Contract, Administrative Procedures, Board Policies, or applicable laws. The appeal review shall be scheduled within ten (10) working days from the request following the conclusion of Step Two. The District shall communicate a written decision within ten (10) working days following this Step Three meeting with copies transmitted to the filing party and the Faculty Association. The decision of the Vice President, Human Resources (or designee) is not subject to appeal.

- 21.D. Exception: An alleged violation, misapplication, or misinterpretation of a provision of this Agreement which

has been filed under the Grievance Procedure (Article 20) of this Agreement is not subject to the provisions of this Article.

- 21.E. Abandonment of Process: At any time during the process, only the filing party may decide to terminate mutual agreement process by written notification to Human Resources. Human Resources shall then notify the other party and the Faculty Association that the process has been abandoned.
- 21.F. Code of Ethics Claims: A dispute is a claim by a unit member that there is a violation of the District policy on the Institutional Code of Ethics (BP/AP 3050) be it between a unit member vs. another unit member or administration and a unit member that does not constitute a grievance or Human Resources complain. Such conflicts may include allegations of alleged violations of policies and practices not contained in the negotiated agreement. These policies and practices would include but are not limited to Board Policies, Administrative Procedures, District Procedures, and other state laws to the extent permitted by law.

See AP 3050 – General Institution AP 3050 Institutional Code of Ethics.

■ **ARTICLE 22: FACULTY SERVICE AREAS** ■

- 22.A. Purpose: The purpose of faculty service areas is to provide an orderly, consistent approach to identifying a faculty member's seniority bumping rights in the event of a reduction in force. This article applies only in the event of a reduction in force.
- 22.B. Definition: California Education Code Section 87743.1 defines Faculty Service Areas (FSA) as "a service or instructional subject area or group of related services or instructional service areas performed by faculty and established by a community college district...".
- 22.C. Establishment: The District and the Association hereby establish one faculty service area known as the Mt. San Antonio Community College District. In the event of a reduction in force, a faculty member shall be eligible to provide any service in the FSA in which the faculty member has met both the minimum qualifications and the District competency standards described in Sections 22.D and 22.E below.
- 22.D. Minimum Qualifications: The minimum qualification for providing any service in the FSA shall be one of the following:
- Those established by the California Community College Board of Governors; or
 - Equivalency adopted by the District; or
 - Valid California credential authorizing the particular service at the community college level.
- 22.E. Competency Standard: The competency standard for providing any service in the FSA shall be one of the following:
- minimum qualifications established by the California Community College Board of Governors; or
 - equivalency adopted by the District; or
 - experience providing the particular service at Mt. San Antonio Community College District for a minimum of 20% or 3 LHE of a full-time term credit load or its equivalent in paid status while under contract as a probationary or tenured certificated employee of the District.

■ **ARTICLE 23: ORGANIZATIONAL SECURITY** ■

23.A. Reassigned Time for Representatives: The District shall provide the Association with 24 LHE annual reassigned time for purposes of representation. The President of the Faculty Association will inform the District on how the reassigned time will be distributed.

23.B. Reassigned Time and Team Membership for Negotiations:

23.B.1. Full Negotiations:

23.B.1.a.Reassigned Time for Full Negotiations: The District shall provide the Association with 15 LHE per primary term in reassigned time to be distributed by the Association for bargaining. The District shall provide the Association with 10 LHE per Winter and per Summer intersessions in reassigned time to be distributed by the Association for bargaining.

23.B.1.b.Team Membership for Full Negotiations: The District and the Faculty Association teams shall not exceed six (6) members (including lead negotiator) during full negotiations until the contract is ratified.

23.B.2. Re-Opener Negotiations:

23.B.2.a.Reassigned Time for Re-opener Negotiations: The District shall provide the Association with twelve (12) LHE per primary term in reassigned time to be distributed by the Association for bargaining. The District shall provide the Association with eight (8) LHE per Winter and per Summer intersessions in reassigned time to be distributed by the Association for bargaining.

23.B.2.b.Team Membership Re-opener Negotiations: The District and the Faculty Association teams shall not exceed five (5) members (including lead negotiator) during re-opener negotiations until the contract is ratified.

23.B.3. Reassigned Time for the Lead Negotiator: During negotiations (both full and re-opener) the District shall provide the Association with five (5) LHE per Fall and per Spring terms in reassigned time to be distributed to the Lead Negotiator.

During negotiations (both full and re-opener), the District shall provide the Association with three (3) LHE per Winter and per Summer intersession in reassigned time to be distributed to the Lead Negotiator.

23.C. Additional Reassigned Time: The Faculty Association may purchase additional reassigned time for purposes of representation above the LHE provided by the District.

■ **ARTICLE 24: PROVISIONS OF AGREEMENT** ■

- 24.A. Severability: The provisions of this Agreement are declared to be severable, and if any section, subsection, sentence, clause, or phrase of this Agreement shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining section, sentences, clauses, and phrases of this Agreement, but they shall remain in effect, it being the intent of the parties that this Agreement shall stand notwithstanding the invalidity of any part.
- 24.B. Conflicts: If any provision of this Agreement conflicts with Federal Executive Orders 11246 and 11375, as amended, Title VII of the Civil Rights Act of 1964, Title IX of the 1972 Higher Education Amendments, any federal regulations pertaining thereto, or any state programs, the provisions of such orders, laws, federal regulations, and rules shall prevail. All other provisions or applications of this Agreement shall remain in full force and effect.

■ **ARTICLE 25: EFFECT OF AGREEMENT** ■

- 25.A. Entire Agreement: The Agreement expressed herein, in writing, constitutes the entire agreement between the parties, and no oral statement shall add to or supersede any of its provisions.
- 25.B. Subject Matter: The parties acknowledge that during the bargaining which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understanding and agreements arrived at by the parties, after the exercise of that right, and opportunity, are set forth in this Agreement. Therefore, the District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or not settled, during bargaining, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Such matters shall not be subject to the grievance procedure.
- 25.C. Non-Covered Terms and Conditions: All terms and conditions of employment not covered by this Agreement shall continue to be subject to the District's direction and control. There are no provisions in this Agreement that shall be deemed to limit or curtail the District in any way in the exercise of its rights, powers, and authority which the District had prior to the date this Agreement was entered into, unless and only to the extent that the provisions of this Agreement specifically curtail or limit such rights, powers, and authority.

■ **ARTICLE 26: MANAGEMENT RIGHTS** ■

26.A. Rights: It is understood that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law.

26.B. Inclusion: Included in, but not limited to, those duties and powers are the exclusive right to:

- Determine its organization
- Hire, assign, direct, layoff, retain, evaluate, and discipline employees in the District
- Determine the times and hours of operation
- Establish policies and approve current and long-range academic and facilities plans and programs
- Manage and control District property
- Determine and control the District's operational and capital outlay budgets
- Establish rules and regulations governing student conduct
- Review the curriculum recommended by the Academic Senate

■ **ARTICLE 27: HEALTH AND SAFETY** ■

27.A. Safe Work Environment:

- 27.A.1. The District shall strive to maintain a safe, hygienic, and sanitary working environment as defined by law and regulations, and no professor shall be required to work in unsafe conditions or to perform tasks that endanger their health, safety, or well-being to the extent mandated by law. The District shall take prompt corrective action to eradicate all known cases of toxins and hazards to the extent mandated by law.
- 27.A.2. All professors shall have a right to a safe, supportive, responsive, and equitable working environment. The District shall investigate and take reasonable action to resolve all reported cases of harassment, bullying, abusive conduct, threats, and violence in accordance with Board Policy and Administrative Procedure 3050 – Institutional Code of Ethics.
- 27.A.3. The District shall notify those affected as soon as possible when there are potential physical dangers to the extent mandated by law. The District shall provide fast and reliable emergency response systems.
- 27.A.4. If, in the reasonable opinion of the professor, an unsafe or unhealthy physical or social situation exists, the professor shall be empowered to use their best judgment to mitigate the unsafe/unhealthful condition. The unsafe or unhealthy condition shall be reported to the District with a description, including any mitigation taken by the professor. The District shall not retaliate against the professor for reporting any unsafe/unhealthful condition.
- 27.A.5. All District activities related to health and safety shall be addressed through the Health and Safety Committee and conducted in accordance with health, safety, and fire regulations mandated by law or regulation in accordance with federal, state, local (Los Angeles County Department of Public Health), or industry regulations.
- 27.A.6. The District will make available Cal/OSHA training to professors appropriate for their positions. Such trainings are within the scope of professional responsibility.
- 27.A.7. Safety equipment, PPE (personal protective equipment), tools, supplies, and a safe workspace shall be provided at no cost to professors when situations require the use of these protective measures to maintain the health and safety of the professor. The type of equipment shall be determined by federal, state, local, or industry regulations and may include, but is not limited to, safety glasses, chemical splash-resistant goggles, respirators, masks, Plexiglas partitions, face shields, ear protectors, hard hats, harnesses, protective clothing required by federal or state regulations, safety shoes and gloves and lab coats. When provided, such equipment shall be fitted for the user, meet appropriate industry/protective standards, and shall be worn/used by the employee when conditions require such protections.

27.A.8. Sanitizing and disinfecting supplies shall be provided at no cost to professors in order to maintain safe and healthful conditions. Provision of these supplies to professors shall not be interpreted by the District as indicating that the professors have taken on the responsibility of cleaning and sanitizing their own workspaces. Such supplies may include, but are not limited to, soap, hand sanitizer, disinfectant wipes, tissue, paper towels, etc., and shall be sufficiently stocked and visible in every occupied classroom, laboratory, faculty office, library, athletic facility, restroom and in all other physical spaces occupied by the bargaining unit members. Supplies may be limited or unavailable based on demand and the District's ability to obtain the supplies.

27.B. Declared Emergencies:

27.B.1 Professors, as public employees, are disaster service workers subject to such disaster service activities as may be assigned to them by their superior or by law.

27.B.2 As disaster service workers, professors who are on campus during such a time as local or state emergency has been declared may be asked to do jobs other than their usual duties for periods of time exceeding their normal working hours.

■ **ARTICLE 28: INTELLECTUAL PROPERTY RIGHTS** ■

28.A. Intellectual Property Rights:

28.A.1. Ownership: All learning materials developed by a professor shall be owned by that professor.

28.A.2. Right to Use: Mt. San Antonio College shall have the right to use such material for courses offered directly by Mt. San Antonio College at no cost to the District.

28.A.3. Sale or Licensing: The professor may sell or license such material.

■ **ARTICLE 29: DUAL ENROLLMENT** ■

- 29.A. Voluntary: All dual enrollment assignments will be voluntary.
- 29.B. Responsible Manager: The faculty member with a dual enrollment assignment will continue to be supervised by their direct supervisor at the College. If there is an emergency at the High School site, the faculty member is to follow the directions of the site administrator.
- 29.C. Contractual Equivalence: Courses scheduled as dual enrollment shall meet the same contractual requirements as regularly scheduled courses. This includes but is not limited to assignments to class sections, class size, attendance, academic freedom, and contact hours.
- 29.D. Travel Between Worksites: In addition to the restrictions in article 10.A., professors teaching a dual enrollment course shall be allocated one (1) hour for travel in each direction. Such travel time shall not conflict with the courses taught. The mileage between worksites shall be reimbursed as mandated by law.
- 29.E. Absence Reporting: Professors shall use the department's current protocols for reporting absences. It is the division's responsibility to notify the off-campus site's management.
- 29.F. Orientation: Professors teaching dual enrollment classes shall be required to attend an orientation by which to learn the protocols and other aspects specific to the off-campus location. The professor shall be compensated at the non-teaching rate for two (2) hours or the actual hours of orientation, whichever is greater.
- 29.G. Attendance: Professors teaching dual enrollment classes shall take daily attendance and report such attendance as requested. However, the professor's own policy regarding student absences and excuses shall apply in the class.
- 29.H. Flex Day Conflicts: Professors teaching dual enrollment courses that are scheduled to meet during a mandatory flex day shall be excused from flex day.

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▪ Mt. San Antonio College ▪	APPENDIX A: SALARY SCHEDULE FOR UNIT MEMBERS ON CONTRACT
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A.1. Effective Dates: This schedule shall be effective July 1, 2024, subject to change per article 7.A.

A.2. Annual Rates for Salary Schedule:

<u>Column 1</u> (A.3.a.)		<u>Column 2</u> (A.3.b.)		<u>Column 3</u> (A.3.c.) <i>Earned Doctorate or B.A. and 80 Units, including M.A.</i>	
<i>Step</i>	<i>Minimum Qualifications</i>	<i>Step</i>	<i>B.A. and 60 Units, including M.A.</i>	<i>Step</i>	
1	\$85,260	1	\$90,932	1	\$96,607
2	\$88,245	2	\$94,118	2	\$99,989
3	\$91,333	3	\$97,411	3	\$103,487
4	\$94,532	4	\$100,821	4	\$107,111
5	\$97,745	5	\$103,449	5	\$109,137
6	\$102,277	6	\$107,963	6	\$113,639
7	\$106,834	7	\$112,463	7	\$118,110
8	\$111,306	8	\$117,040	8	\$122,669
9	\$115,778	9	\$121,465	9	\$127,240
		10	\$126,027	10	\$131,715
		11	\$130,555	11	\$136,245
				12	\$140,745
				13	\$145,275

The above annual rates are based on a 175 Day Faculty Contract.

Ten (10) month full-time professors will be paid August – June (11 payments).

Eleven (11) and twelve (12) month full-time professors will be paid July-June (12 payments).

For professors who exceed 175 days, the annual compensation shall be determined based on the calculation of the daily rate at each step and column multiplied by the number of contracted days.

For example, Step 1 Column 1: \$85,260 divided by 175 = \$487.20 daily rate

\$487.20 Daily Rate x 195 Days = \$95,004 Annual Salary

A.3. Column Definitions:

A.3.a. Column 1:

- Baccalaureate and either California Credential, or minimum qualifications in lieu of credential, or
- California Credential, or minimum qualifications in lieu of credential, or
- Baccalaureate and Master's and either California Credential or minimum qualifications in lieu of

credential, or

- Completed vocational qualifications (refer to section A.4.g) and either California Credential or minimum qualifications in lieu of credential.

A.3.b. Column 2:

- Baccalaureate and either California Credential or minimum qualifications in lieu of credential and 60 acceptable graduate semester units including Master's, or
- Vocational qualifications (refer to Section A.4.g.) and a Baccalaureate with a major directly related to the teaching area assigned and either California Credential or minimum qualifications in lieu of credential.

A.3.c. Column 3:

- Earned doctorate and either California Credential or minimum qualifications in lieu of credential, or
- Baccalaureate and 80 acceptable graduate semester units including Master's and either California Credential or minimum qualifications in lieu of credential. Twenty units must have been completed within the last 10 years, or
- Vocational qualifications (refer to Section A.4.g.) plus Baccalaureate and Master's and either California Credential or minimum qualifications in lieu of credential. The Master's degree must include a major or minor directly related to the teaching assignment, or
- Vocational qualifications (refer to Section A.4.g) plus Baccalaureate plus 40 semester units beyond those required for placement on Column II, 30 of which shall be approved by the District and either California Credential or minimum qualifications in lieu of credential.

A.4. Initial Placement on the Salary Schedule:

A.4.a. Initial Placement: Initial placement on the salary schedule shall be based on:

- Degrees and/or vocational qualifications
- Acceptable accredited college units
- Vocational experience directly related to the teaching assignment, full-time teaching experience, teaching at Mt. San Antonio College, adjunct teaching.

A.4.b. Maximum Initial Placement: Maximum initial salary schedule placement shall be Step 9.

A.4.c. Prior Teaching Experience: One step credit shall be allowed for each year of prior teaching experience. Placement on a Column shall be subject to the salary schedule provisions contained in the Faculty Association Agreement. There shall be no teaching experience prerequisite to any column. Full-time teaching for one full academic year will count as one step on the salary schedule. Teaching at Mt. San Antonio College half time or more for a full year, or full-time teaching for a half year will count as one step on the salary schedule for initial salary schedule placement. For part-time teaching at other

accredited colleges and universities, including community colleges, one (1) step credit shall be granted for each thirty (30) semester or forty-five (45) quarter units of teaching.

A.4.d. Work Experience: One (1) step credit shall be granted for each two (2) years of full-time, non-teaching practical work experience directly related to the academic teaching assignment. For part-time work experience in a clinical or accredited school environment as a Counselor, Librarian, or Instructional Specialist, one (1) step credit shall be granted for each 1,120 hours of work (for a 10-month position), or for 1,248 hours of work (for an 11-month position), or for each 1,397 hours of work (for a 12-month position).

A.4.e. Maximum Credit: The maximum credit for any fiscal year is one year of experience. Initial step placement shall not exceed the maximum initial placement stipulated in the contract.

A.4.f. Exclusions: Practice teaching experience, regardless of the nature or amount, will not be counted as prior teaching for placement on the salary schedule.

A.4.g. Vocational Qualifications Placement: Placement on the salary schedule with vocational qualifications shall be made if the professor meets all of the following qualifications:

- Meet the minimum qualifications for teaching in the specific vocational subject area or hold a valid, clear, lifetime credential authorizing the teaching of the specific vocational subject area in California Community Colleges.
- Provide evidence of valid licensure and/or certification for vocational subjects requiring such licensure and/or certification.

A.4.h. Special Provision for Professors Teaching Under Vocational Qualifications: Professors who have been determined to qualify for placement on the vocational salary schedule track shall receive one step credit for each year of prior teaching experience and/or two years of pre-employment experience directly related to the teaching assignment less the required years of vocational experience required to obtain the credential, or to meet minimum qualifications. The maximum initial placement shall be Step 9. Placement on a column shall be subject to the salary schedule provisions contained in section A.4.g. There shall be no teaching experience prerequisite for any column.

A.4.i. Determination of Academic or Vocational Placement: The District shall, at the time of initial salary schedule placement, determine whether the newly employed (full-time or adjunct) professor shall be placed on the Academic or Vocational salary schedule track. This determination shall be recorded on the new professor's employment record for purposes of salary advancement. The initial salary schedule track placement shall not be subject to change. Errors made based on information originally provided for placement shall be corrected.

A.5. Service Increments:

A.5.a. Definition: Service increments are earned after completing 10*, 15, 20, 25, or 30 years under contract.

*Probationary and tenured professors who have a hire date of or before August 15, 2022 and are at the max step of their column as of July 1, 2026, shall earn their Initial Service Increment when they serve five (5) or more years at the maximum step on any column before they serve 10 years under contract. When the professor reaches 10 service years under contract, the professor shall no longer earn the increment associated with serving 5+ years at maximum step of any column and begin earning the 10-year service increment.

A.5.b. Rates:

10-Year Service Increment: \$456 per month

15-Year Service Increment: \$456 per month

20-Year Service Increment: \$456 per month

25-Year Service Increment: \$456 per month

30-Year Service Increment: \$456 per month

Service Increments:	10 years	15 years	20 years	25 years	30 years
Completion of 10 years under contract	✓				
Completion of 15 years under contract	✓	✓			
Completion of 20 years under contract	✓	✓	✓		
Completion of 25 years under contract	✓	✓	✓	✓	
Completion of 30 years under contract	✓	✓	✓	✓	✓

A.5.c. Qualifications: One monthly Service Increment shall be added after completing 10 years of service under contract as a probationary or tenured academic employee of the District. Additional Service Increments shall be added after completing 15 years, 20 years, 25 years, and 30 years of service under contract as a probationary or tenured academic employee of the District.

A.6. Professional Growth Increments (PGI):

A.6.a. Full-time Professors:

A.6.a.1. Definition: A Professional Growth Increment is earned by full-time professors for professional development approved by the Salary and Leaves Committee and completed by the professor that is directly related to the professor's basic assignment, directly benefits

the college and/or meets some educational needs of students. One Professional Growth Increment requires the completion of six-semester units of college work or equivalent.

A.6.a.2. Rates: Professional Growth Increment: \$4,561 per year.

A.6.a.3. Qualifications: A Professional Growth Increment may be earned during a professor's employment by subsequently completing six (6) semester units of college work or equivalent workshops/seminars, as approved by the Salary and Leaves Committee. Uncompensated workshops/seminars attended, and completed previously as an adjunct professor at Mt. San Antonio College, may be applied toward the six (6) semester units. A lifetime total of one (1) Professional Growth Increment may be earned per full-time professor. Professional Growth Credit will be equated on the basis of 16 clock hours, equaling one (1) semester unit of credit toward a Professional Growth Increment.

A.6.a.4. Non-district Professional Development and District and Non-district College Courses:

Non-district workshops/seminars and district and non-district college courses must be submitted to the Salary and Leaves Committee. Professors will be notified of the Committee's action. If approved, verification of course or non-district workshop/seminar completion for Professional Growth must be submitted to the Human Resources office.

A professor may propose any college course or workshop for the professional growth increment. All college courses and non-district workshops/seminars submitted for Professional Growth will require that the professor provide rationale as to how that course or workshop is directly related to the professor's basic assignment, will be of direct benefit to the College, and/or will meet some educational need of students. The professor shall include a copy of the published course or workshop/seminar announcement including content and dates and times of training.

A.6.a.5. District Professional Development:

The Salary and Leaves Committee shall maintain a list of District professional development pre-approved for the Professional Growth Increment. POD Connect certificates verifying completion of pre-approved District professional development must be submitted to the Human Resources office.

Failure to complete course or workshop approval requirements may result in course or workshop denial. Failure to meet salary schedule deadlines shall result in delaying the effective date of the salary schedule change. Courses and workshops/seminars used for the Professional Growth Increment may not be additionally used for credit towards column crossover, SPOT, or self-certification flex activities. This does not preclude the professor from using the same approved and completed courses and workshops/seminars toward

SPOT, or self-certification Flex activities instead of the Professional Growth Increment.

A.6.a.6. Timing of Salary Changes and Retroactive Pay:

Full Retroactive Pay: The salary change is effective the first pay period following the month in which the 6th semester unit or 96th clock hour was earned if the professor submits the Petition for Professional Growth by the final day of the fall or spring semester following the month in which the 6th semester unit or 96th hour was earned.

Limited Retroactive Pay: If the professor submits the Petition for Professional Growth later than the final day of the fall or spring semester following the month in which the 6th semester unit or 96th hour was earned, the salary change shall be effective the pay period following the month the Petition for Professional Growth was submitted.

A.6.b. Adjunct Professors:

A.6.b.1. Definition: A Professional Growth Hourly Incentive is earned by adjunct professors for on-campus professional development workshops approved by the Salary and Leaves Committee and completed by the professor. Approved workshops shall include the District's New Adjunct Faculty Orientation (one-time only) and participation in Flex Day activities (each semester). Workshops attended prior to August 1, 2018, do not qualify for this incentive.

A.6.b.2. Rates: The non-teaching hourly rate shall be paid to adjunct professors completing approved on-campus professional growth workshops up to a limit of six (6) hours per fiscal year. An additional three (3) hours per fiscal year shall be made available through funds allocated annually in the amount of \$35,000. An adjunct professor shall not be paid for more than a total of nine (9) hours per fiscal year.

When the account funds for the additional three (3) hours for the year have been expended, the District shall notify the FA that the funds have been expended. When the FA has received this notice, they will inform all adjunct professors that the fund has expired for the year, and any PGH that has yet to be submitted will not be reimbursed.

A.6.b.3. Qualifications: All workshops submitted for the Professional Growth Hourly Incentive will require that the professor provide a rationale as to how that workshop is directly related to the professor's basic assignment, will be of direct benefit to the College and/or will meet some educational need of students. A professor cannot receive payment for the same workshop more than once.

Upon completion of an approved workshop, a petition for Professional Growth must be submitted to the Salary and Leaves Committee (through the office of the Vice President of Instruction). Professors will be notified of the Committee's action. Once the petition is approved and completion of the workshop verified, the college shall include the incentive in the professor's pay warrant within 45 working days.

A.7. Professional Development: The District will allocate an amount equal to \$200 for each full-time professor to be used for professional conferences and travel. The funds will be allocated to Division budgets and will be accessed by request by professors, per provisions cited under 16.J.1. Professors may assign their allocated funds for use by other professors within a division. At the end of each fiscal year, any unused funds from the allocation assigned to each full-time professor will roll over to a fund in Professional and Organizational Development for professor conference and travel. Additional funding for conference and travel may be available through Professional and Organizational Development.

A.8. Earned Degrees:

A.8.a. Qualifications: The District will pay one-time stipends for degrees earned after initial placement and during the time of service. The degree must be earned at an institution that has been regionally or nationally accredited by a U.S. accrediting agency. A degree earned at a foreign institution must include an equivalency statement from a credential evaluation service. The one-time stipend is earned by full-time and adjunct professors.

A.8.b. Rates:

Bachelor's degree	\$2,053
Master's degree	\$2,738
Doctoral degree	\$4,350

A.8.c. Full Year Payment on Initial Award: For earned doctorates, the District will pay the full stipend for the fiscal year in which the degree is awarded, regardless of when the degree is conferred during that year. Following that first year, the doctoral stipend becomes an ongoing addition to base salary of full-time professors.

A.9. Column Crossover:

A.9.a. Definition: Column crossover credit is earned by professors who wish to advance from one column to another on the salary schedule. The number of units required for column crossover varies depending on the individual columns.

A.9.b. Rates: Column advancement salary rates vary depending on placement.

A.9.c. Qualifications: Only graduate level courses, vocational courses directly related to the teaching assignment, or professional or extension courses in Education will be approved for column crossover on the salary schedule. These courses must be taken at an institution that has been regionally or nationally accredited by a U.S. accrediting agency. A determination of equivalency for foreign courses is acceptable. All courses submitted for column crossover will require that the professor provide rationale on the Petition for Column Crossover form as to how each course is directly related to the professor's basic assignment, will be of direct benefit to the College, and/or will meet some educational need of students. Prior approval by the Salary and Leaves Committee can assure credit; however, courses previously taken may be submitted for consideration. The decision of the Salary and Leaves Committee may be appealed by submitting a written appeal to the Vice President of Instruction and the President of the Faculty Association.

Column Crossover credit earned through District sponsored workshops completed prior to July 1, 2016, will be equated on the basis of sixteen (16) clock hours, equaling one (1) semester unit of credit toward column crossover. Courses approved and completed prior to July 1, 2016, will also be accepted. Courses used for column crossover may not be additionally used for credit towards the Professional Growth increment. The Salary and Leaves Committee shall post the college and title of approved courses on the Committee's website each semester. Such posting is intended to serve as a guidance to professors and is not a guarantee of future approval.

The Petition for Column Crossover form must be submitted to the Salary and Leaves Committee (through the office of the Vice President of Instruction). Professors will be notified of the Committee's action. If the petition is approved, verification of course completion for column crossover must be submitted to Human Resources, along with a completed Petition for Column Crossover form, before any change will take effect.

A.10. Timing of Salary Changes: Unless otherwise specified in Appendix A, salary changes shall be effective the pay period following the month of submission. Materials are to be submitted to the Human Resources office.

A.11. Verification: Verification of satisfactory course completion for college courses, District sponsored workshops, and non-District sponsored workshops must be submitted in the form of an official transcript, or, if an official transcript is not attainable, documentation satisfactory to the Human Resources office. This verification must be submitted to the Human Resources office before any salary column change or professional growth increment will be submitted for Board of Trustees approval. Failure to meet application deadlines shall result in delaying the effective date of the salary change.

A.12. Work Experience: Work experience directly related to the professor's teaching experience, approved in advance by the District, and earned after receipt of the Baccalaureate degree, will be equated on the basis of fifty-four (54) clock hours of such work experience equaling one (1) college semester unit of credit toward advancement on the salary schedule. All such work experience must be validated to the satisfaction of the District before credit may be

granted. Such work experience equivalence shall be limited to six (6) semester units in any one school year.

Department chairs shall be placed on the Department Chair Salary Schedule. If departments instead choose to elect two (2) co-chairs the annual LHE will be distributed as per written agreement between the parties and the division dean. The co-chairs will be placed on the co-chair salary schedule.

Department chairs shall have reassigned time allocated on an annual basis as shown below. The base reassigned time can be used in primary terms as approved by the division administrator. Hours that would have been spent teaching will be required on campus per a schedule approved by the division administrator. The purpose of the reassigned time is to provide service to students, adjunct and full-time faculty, and other staff. In addition, Flex LHE shall be provided based on the number of full-time faculty, the number of probationary faculty, the number of part-time faculty, the number of courses, the number of sections offered in the fall semester, a bonus factor for all departments with 50% or greater vocational education curriculum, and a bonus factor for library faculty.

Flex LHE:

- 1 LHE awarded for below 9 points on the department chair table
- 2 LHE awarded for between 9 – 11 points on the department chair table
- 3 LHE awarded for between 12 – 14 points on the department chair table
- 4 LHE awarded for between 15 – 17 points on the department chair table
- 5 LHE awarded for greater than 17 points on the department chair table

Flex LHE may be utilized during the fall, winter, or spring sessions, as determined by mutual consent of the division dean and the department chairs based on the needs of the department.

The amount of base reassigned time is calculated using a formula that is based solely on the number of full-time faculty, the number of probationary faculty, and the number of part-time faculty.

Department Chair Annual Base Reassigned Time in LHE formula:

$$\text{LHE} = 2.0 + 0.20(\text{\#PT faculty}) + 0.17(\text{\#FT faculty}) + 0.3(\text{\# probationary faculty})$$
 rounded down to the nearest LHE. The base LHE shall not be fewer than 6 nor greater than 24 LHE

Department Chair Compensation for FY 2019-20 with Fall 2018 numbers

Division/Department	2019-20 Annual Base LHE	2019-20 Flex LHE
Arts Division		
Commercial & Entertainment Arts	10	5
Fine Arts	11	4
Music	10	3
Theater	6	1
Business Division		

Accounting & Management	8	4
Business Administration	7	4
Child Development and Education	7	3
Division/Department	2019-20 Annual Base LHE	2019-20 Flex LHE
Business Division (cont.)		
Computer Information Systems	7	4
Consumer Science & Design Technologies	10	5
Humanities & Social Sciences		
American Language	6	1
Art History	6	1
Communications	9	2
English, Literature & Journalism	22	5
Ethnic Studies	6	1
Geography, Political Science	6	2
History	7	2
Psychology	9	3
Sign Language	6	2
Sociology, Philosophy	11	3
World Languages	13	3
Kinesiology & Athletics		
Dance	6	1
Kinesiology	16	5
Library & Learning Resources		
Learning Assistance	7	1
Library	6	3
Natural Sciences		
Agricultural Sciences	7	4
Biological Sciences	18	5
Chemistry	12	4
Earth Sciences, Astronomy	6	2
Mathematics, Computer Science	21	5
Physics, Engineering	7	2
Student Services		
Counseling	20	4
Disabled Students Program & Services	6	1
Technology & Health		
Aeronautics	6	1
Air Conditioning, Refrigeration, & Welding	6	3
Aircraft Maintenance	6	1
Architecture, Industrial Design, Engineering & Manufacturing	6	4
Electronics and Computer Technology	6	1
Public Safety	10	5

Mental Health Technology	6	3
Nursing	12	4
Radiologic Technology	6	1
Respiratory Therapy	6	1

For department chairs who exceed 175 days, the annual compensation shall be determined by subtracting **\$10,568**, calculating the daily rate for 175 days, multiplying by the number of contracted days and adding **\$10,568**.

Department Chair Salary Schedule

<u>Column 1</u> (A.3.a.)		<u>Column 2</u> (A.3.b.)		<u>Column 3</u> (A.3.c.) Earned Doctorate or B.A. and 80 Units, including M.A.	
Step	Minimum Qualifications	Step	B.A. and 60 Units, including M.A.	Step	
1	\$95,828	1	\$101,500	1	\$107,175
2	\$98,813	2	\$104,686	2	\$110,557
3	\$101,901	3	\$107,979	3	\$114,055
4	\$105,100	4	\$111,389	4	\$117,679
5	\$108,313	5	\$114,017	5	\$119,705
6	\$112,845	6	\$118,531	6	\$124,207
7	\$117,402	7	\$123,031	7	\$128,678
8	\$121,874	8	\$127,608	8	\$133,237
9	\$126,346	9	\$132,033	9	\$137,808
		10	\$136,595	10	\$142,283
		11	\$141,123	11	\$146,813
				12	\$151,313
				13	\$155,843

Department Co-Chair Salary Schedule

<u>Column 1</u> (A.3.a.)		<u>Column 2</u> (A.3.b.)		<u>Column 3</u> (A.3.c.) Earned Doctorate or B.A. and 80 Units, including M.A.	
Step	Minimum Qualifications	Step	B.A. and 60 Units, including M.A.	Step	
1	\$90,544	1	\$96,216	1	\$101,891
2	\$93,529	2	\$99,402	2	\$105,273
3	\$96,617	3	\$102,695	3	\$108,771
4	\$99,816	4	\$106,105	4	\$112,395
5	\$103,029	5	\$108,733	5	\$114,421
6	\$107,561	6	\$113,247	6	\$118,923
7	\$112,118	7	\$117,747	7	\$123,394
8	\$116,590	8	\$122,324	8	\$127,953
9	\$121,062	9	\$126,749	9	\$132,524
		10	\$131,311	10	\$136,999
		11	\$135,839	11	\$141,529
				12	\$146,029
				13	\$150,559

For co-chairs who exceed 175 days, the annual compensation shall be determined by subtracting \$5,284, calculating the daily rate for 175 days, by multiplying the number of contracted days and adding \$5,284.

Department Changes: Note - The parties agree that the listing of departments is intended for information purposes and that the bilateral negotiations of Appendix B was restricted to compensation, but the addition, deletion, or modification of departments and staffing of departments are not subject to the negotiations process. Should additional assignments be designated by the District during the term of this Agreement, the parties shall meet to determine the appropriate stipend.

▪ Mt. San Antonio College ▪ **APPENDIX C: FACULTY OVERLOAD AND OTHER THAN CONTRACT SALARY RATES**

- C.1. Effective Dates: The following hourly rates will be effective beginning July 1, 2024, subject to change per Article 7.A.
- C.2. Column Definitions: The columns correspond to the columns in Appendix A (A.3.a, b, and c). For column definitions, see Appendix A.

<i>Professors Teaching Credit Courses</i>				
Step		Column 1	Column 2	Column 3
1	(0 – 29.9 LHE)	\$98.45	\$101.86	\$105.46
2	(30 – 59.9 LHE)	\$101.86	\$105.46	\$109.11
3	(60 – 89.9 LHE)	\$105.46	\$109.11	\$112.95
4	(90+ LHE)	\$109.11	\$112.95	\$116.93
5	(90+ LHE and 15 years of service)	\$114.57	\$118.60	\$122.78

Continuing Education Professors				
Step		Column 1	Column 2	Column 3
<u>1</u>	(0 – 29.9 LHE)	\$69.46	\$71.91	\$74.42
<u>2</u>	(30 – 59.9 LHE)	\$71.91	\$74.42	\$77.01
<u>3</u>	(60 – 89.9 LHE)	\$74.42	\$77.01	\$79.72
<u>4</u>	(90+ LHE)	\$77.01	\$79.72	\$82.51
5	(90+ LHE and 15 years of service)	\$80.86	\$83.71	\$86.64

<i>Counselors, Librarians, Instructional Specialists (credit and noncredit)</i>				
Step		Column 1	Column 2	Column 3
1	(0 – 29.9 LHE)	\$63.99	\$66.21	\$68.55
2	(30 – 59.9 LHE)	\$66.21	\$68.55	\$70.92
3	(60 – 89.9 LHE)	\$68.55	\$70.92	\$73.42
4	(90+ LHE)	\$70.92	\$73.42	\$76.00
5	(90+ LHE and 15 years of service)	\$74.47	\$77.09	\$79.81

<i>Non-Teaching Faculty Assignments and Non-Teaching Grants Projects Specialists (credit and noncredit)</i>				
Step		Column 1	Column 2	Column 3
1	(0 – 29.9 LHE)	\$59.07	\$61.12	\$63.28
2	(30 – 59.9 LHE)	\$61.12	\$63.28	\$65.47
3	(60 – 89.9 LHE)	\$63.28	\$65.47	\$67.77
4	(90+ LHE)	\$65.47	\$67.77	\$70.16
5	(90+ LHE and 15 years of service)	\$68.74	\$71.16	\$73.67

C.3. Placement:

- Initial placement for all adjunct and full-time professors will be step 1 of the column in which they are placed. Within the first primary term, column placement will be reviewed and finalized per Appendix A, with accurate compensation retroactive to initial hire date.
- Adjunct professors who leave employment at Mt. San Antonio College may later return at the same step held prior to leaving service.
- Professors Emeriti shall retain the hourly rate (column and step placement) achieved at the time of retirement according to Appendix C.

C.4. Compensation:

- The base rate is defined as Step 1, Column 1 on the Professors Teaching Credit Courses table, and all other rates of compensation, (e.g. librarian, counselor, and so forth) are derived from this basic rate.
- The compensation factor for laboratory courses is 0.750, effective beginning with the academic year 2007-08.

C.5. Advancements:

- Accrual of credit LHE for step advancement began on July 1, 2006.
- Accrual of noncredit LHE for step advancement began Fall 2008.
- All LHE for all adjunct and overload assignments apply to step advancement.
- Column advancement for full-time professors will be consistent with guidelines in Appendix A.
- Column advancement for adjunct professors will be consistent with guidelines in Appendix A, except that all approved petitions for advancement credit will be held by adjunct professors until ready for submission to effect column advancement. Collected, approved petitions must be submitted to Human Resources before the start of fall or spring semester of the academic year to implement column advancement.
- Column changes are effective at the beginning of fall or spring semester for adjunct professors.
- Cumulative LHE loads for adjunct and overload assignments shall be assessed by the appropriate Vice President at the end of each primary term for step increases to be implemented in the following primary term.

C.6. Teaching Assignments:

The hourly rates of compensation shown above are for teaching assignments. The hourly rates are paid as Lecture Hour Equivalents (LHE) and one LHE equals 18 X the hourly rate.

C.7. Non-Teaching Assignments:

Non-teaching assignments are compensated using the following factors applied directly to the hourly rate for teaching:

Counselors, librarians, and Instructional Specialists (DSPS):	65%
Other non-teaching faculty assignment:	60%

Adjunct professors who have been appointed to official governance committees or elected to the Academic Senate shall be paid for hours of participation at regularly scheduled meetings. Such payment shall be at the non-teaching rate that corresponds to their correct step and column placement.

A 5% service increment shall be applied to an Adjunct professor's base hourly rate after completing 90 LHE and has 15 total service years with the college. This hourly rate shall be reflective in Step 5 of the Appendix C salary schedule.

C.8. Noncredit Assignments:

The hourly rates are paid as Lecture Hour Equivalents (LHE) and one LHE is equivalent to the ratio of 15 LHE per 36 weekly assigned hours (whereas one credit LHE is equivalent to the ratio of 15 LHE per 15 weekly assigned lecture hours).

• Mt. San Antonio College • **APPENDIX D: ATHLETIC COACHES AND PERFORMING ARTS COACHES REMUNERATION**

ATHLETIC COACHES

Each of the following positions shall be paid the indicated amount for the coaching assignment:

ATHLETIC ACTIVITY	Stipend	ATHLETIC ACTIVITY	Stipend
Baseball (M)	\$14,374	Soccer (W)	\$14,374
Baseball Assistant (M)	\$12,375	Soccer Assistant (W)	\$12,375
Baseball Assistant (M)	\$12,375	Soccer Assistant (W)	\$12,375
Basketball (M)	\$14,374	Softball (W)	\$14,374
Basketball Assistant (M)	\$12,375	Softball Assistant (W)	\$12,375
Basketball (W)	\$14,374	Softball Assistant (W)	\$12,375
Basketball Assistant (W)	\$12,375	Swimming and Diving (M)	\$14,374
Beach Volleyball	\$14,374	Swimming Assistant (M)	\$12,375
Beach Volleyball Assistant	\$12,375	Swimming Assistant (W)	\$12,375
Cheer/Spirit	\$14,374	Diving Assistant (M/W)	\$12,375
Cheer/Spirit Assistant	\$12,375	Swimming and Diving (W)	\$14,374
Cross Country (M)	\$14,374	Tennis (M)	\$14,374
Cross Country Assistant (M)	\$12,375	Tennis (W)	\$14,374
Cross Country (W)	\$14,374	Track & Field (M)	\$14,374
Cross Country Assistant (W)	\$12,375	Track & Field Assistant (M)	\$12,375
Fire Agility	\$12,375	Track & Field Assistant (M)	\$12,375
Football (M)	\$14,374	Track & Field Assistant (M)	\$12,375
Football Assistant (M)	\$12,375	Track & Field (W)	\$14,374
Football Assistant (M)	\$12,375	Track & Field Assistant (W)	\$12,375
Football Assistant (M)	\$12,375	Track & Field Assistant (W)	\$12,375
Football Assistant (M)	\$12,375	Volleyball(W)	\$14,374
Football Assistant (M)	\$12,375	Volleyball Assistant (W)	\$12,375
Football Assistant (M)	\$12,375	Water Polo (M)	\$14,374
Football Assistant (M)	\$12,375	Water Polo Assistant (M)	\$12,375
Football Assistant (M)	\$12,375	Water Polo Assistant (W)	\$12,375
Golf (M)	\$14,374	Water Polo (W)	\$14,374
Golf (W)	\$14,374	Wrestling (M)	\$14,374
Soccer (M)	\$14,374	Wrestling (W)	\$14,374
Soccer Assistant (M)	\$12,375	Wrestling Assistant (M)	\$12,375
Soccer Assistant (M)	\$12,375	Wrestling Assistant (W)	\$12,375
		Wrestling Assistant (M)	\$12,375
		Wrestling Assistant (W)	\$12,375

Stipend Limitation: No unit member may be awarded more than two (2) athletic coaching stipends (excluding summer and winter extensions) in an academic year.

PERFORMING ARTS COACHES

Each of the following positions shall be paid the indicated amount for the coaching assignment:

PERFORMANCE ACTIVITY	Stipend	PERFORMANCE ACTIVITY	Stipend
Forensics - Director	\$20,123	Band Supervisor	\$20,123
Debate - Director	\$20,123	Choral Supervisor	\$20,123
Individual Events – Director	\$20,123	Vocal Jazz	\$20,123
Readers Theater – Director	\$20,123	Dance - Director	\$20,123
Band – Concerts, etc.	\$20,123	Theater – Director	\$20,123

Stipend Limitation: No unit member may be awarded more than one (1) performing arts coaching stipend (excluding summer and winter extensions) in an academic year.

Purchasing Reassigned Time:

Each coach shall have the option to use their stipend to purchase up to 4 LHE of reassigned time each semester.

Winter and Summer Intersession Assignments and Compensation:

Athletic and Performing Arts Coaches with reassigned time may request an extension of assignment to cover winter intersession, summer intersession, or both. Extensions of assignments must be approved by the division dean and the Vice President of Instruction. Written requests for extensions of assignment with rationale for summer intersession must be submitted to the division dean by October 1, for winter and May 1 for summer assignments. Compensation for winter and summer extensions will be 10% of the annual stipend computed for the special assignment for each extension. Any coach on an 11-month contract is not entitled to winter and/or summer intersession stipends.

**APPENDIX E: REASSIGNED TIME FOR SPECIAL ASSIGNMENTS
2022-25 Faculty Contract**

	Annual Reassigned Load and/or beyond contract load (LHE)	Method of Appointment	Responsible Manager
Adjunct Faculty Coordinator*	3, 5, 7, or 9	Department	Dean, Appropriate Division
Aeronautics, FAA Aircraft Dispatcher Coordinator	2	Department	Dean, Technology & Health
Aeronautics/ATCTI Program Coordinator	6	Department	Dean, Technology & Health
Aeronautics: Commercial Flight Program Coordinator	3	Department	Dean, Technology & Health
Aeronautics: Flying Team Coordinator	3	Department	Dean, Technology & Health
Aircraft Maintenance Director	3	Department	Dean, Technology & Health
Addiction Counseling Program Director	4	Department	Dean, Technology & Health
Animation and Gaming Program Coordinator	2	Department	Dean, Arts
Aquatics Coordinator	6	Department	Dean, Kinesiology & Athletics
Art Gallery Coordinator	18	Department	Dean, Arts
Assistant Athletic Director	18	Department	Dean, Kinesiology & Athletics
CNA Program Director	8	Division	Dean, School of Continuing Education****
Commercial Music/Audio Arts Program Coordinator	5	Department	Dean, Arts
Culinary Arts and Restaurant Coordinator	12	Department	Dean, Business
Curriculum Liaison	27	Academic Senate	Associate Vice President, Instructional Services
Curriculum Liaison, Assistant	12	Academic Senate	Associate Vice President, Instructional Services
Curriculum Work, Summer	6	Academic Senate	Associate Vice President, Instructional Services
Distance Learning Coordinator*****	22	Academic Senate	Dean, Library, Learning Resources, and Distance Learning
Distance Learning Coordinator, Assistant*****	18	Academic Senate	Dean, Library, Learning Resources, and Distance Learning
Distance Learning SPOT Reviewers*****	6	Academic Senate	Dean, Library, Learning Resources, and Distance Learning
Emergency Medical Service Agencies Local Coordinator	3	Department	Dean, Technology & Health
Emergency Medical Technician Clinical Coordinator	4	Division	Dean, School of Continuing Education****
Emergency Medical Technician Director	4	Division	Dean, School of Continuing Education****
Faculty Accreditation Coordinator	6 (ongoing) 12 during reporting years	Academic Senate	Vice President, Instruction

Faculty Accreditation Coordinator, Assistant	3	Academic Senate	Vice President, Instruction
Faculty Professional Development Coordinator	10	Academic Senate	Director, POD
Farm Management	9	Department	Dean, Natural Sciences
Fashion Merchandising & Design Coordinator	6	Department	Dean, Business
Geotech Coordinator	3	Department	Dean, Natural Sciences
Graphic Design & Illustration Program Coordinator	2	Department	Dean, Arts
Health Career Resource Center Director	18	Division	Dean, Technology & Health
Histotech Director	9	Department	Dean, Natural Sciences
Honors Coordinator	12	Academic Senate	Director of Honors
Hospitality Management Coordinator	6	Department	Dean, Business
Interior Design Coordinator	4	Department	Dean, Business
Interpreting Program Coordinator	4	Department	Dean, Humanities
Legislative Liaison	6	Academic Senate	Vice President, Instruction
Meek Science Center Coordinator	3	Division	Dean, Natural Sciences
Mountaineer Advisor	6	Department	Dean, Humanities
New Faculty Seminar Facilitator	6	Academic Senate	Vice President, Instruction
New Faculty Seminar Facilitator (if more than 25 new faculty)	6	Academic Senate	Vice President, Instruction
Nursing Director	30	Department	Dean, Technology & Health
Outcomes Coordinator	18	Academic Senate	Associate Vice President, Instructional Services
Paralegal Coordinator	18	Department	Dean, Business
Paramedic Clinical Coordinator	8	Department	Dean, Technology & Health
Phlebotomy Program Director	4	Division	Dean, School of Continuing Education****
Photography Program Coordinator	2	Department	Dean, Arts
Psychiatric Technician Director	9	Department	Dean, Technology & Health
Psychiatric Technology, Clinical Coordinator	6	Department	Dean, Technology & Health
Radio Broadcast Coordinator	9	Department	Dean, Arts
Radiologic Technology Program Director	18	Department	Dean, Technology & Health
Radiologic Technology Clinical Coordinator	9	Department	Dean, Technology & Health
Real Estate Program Coordinator	6	Department	Dean, Business
Remote Production Coordinator	6	Department	Dean, Arts
Respiratory Therapy Clinical Coordinator	6	Department	Dean, Technology & Health
Respiratory Therapy Program Director	6	Department	Dean, Technology & Health
Sign Success Coordinator	9	Division	Dean, Humanities
Special Events Coordinator	15	Department	Dean, Kinesiology & Athletics
Speech Success Coordinator	12	Division	Dean, Humanities

Sustainability Coordinator	8	Academic Senate	College President
Teacher Prep. Institute Coordinator	12	Academic Senate	Dean, Humanities
Theater: Costume Coordinator***	1.5	Department	Dean, Arts
Theater: Lighting Coordinator***	1.5	Department	Dean, Arts
Theater: Production Coordinator; including Sound & Media Design***	1	Department	Dean, Arts
Theater: Scenic Design Coordinator***	1.5	Department	Dean, Arts
Theater: Technical Director***	4.5	Department	Dean, Arts
Vet Tech Director*****	36	Department	Dean, Natural Sciences
Vocational Nursing (VN) Program Director	9	Department	Dean, School of Continuing Education****
Wildlife Sanctuary Coordinator	9	Department	Dean, Natural Sciences

*Formula based on the number of adjunct faculty during the previous fall term.

Departments with 40 or more adjunct faculty may submit a request to receive an adjunct faculty coordinator position compensated at 3 LHE plus 2 LHE for every ten adjunct faculty above 40 up to a maximum of 9 LHE. Requests should be submitted by the end of the 12th week of the spring semester for reassignments for the subsequent academic year.

** AWE: 1 Coordinator and 1 Assistant Coordinator; English and AmLa

*** LHE shown is "per show," with a maximum of five shows per year

****For positions in the School of Continuing Education, the LHE will be converted to a stipend by multiplying the LHE amount by the base credit teaching hourly rate and 18 (e.g. 4 LHE x \$78.08 x 18= \$5,621.76 for an annual stipend of \$5,622.00

*****Additional LHE may be added with mutual agreement between the Faculty Association and the District

***** This position will be converted, if necessary, to a 12-month position, with a start date of 07/01 and end date of 06/30, and is not eligible for extension of assignment in Winter and Summer intersessions.

Process for appointments of reassigned positions: (see details in 10.N.1.)

- Department Positions: Election by department members for up to a 3-year term, as determined by the department prior to the election.
- Division Positions: Election by division faculty for up to a 3-year term, as determined by the division prior to the election.
- Academic Senate Appointments: Appointed by the A.S. President and confirmed by the A.S.

Study Abroad Consortium:

If professors are accepted to teach in the Study Abroad Consortium overseen by Citrus College, they shall be paid 15 LHE (regular salary) for fall or spring (full semester) programs or the appropriate LHE for the equivalent Mt. SAC course for a

winter or summer (intersession) program.

Special Assignments Review:

Special Assignments shall be reviewed every 3 years to ensure that reassigned time is re-evaluated for currency in response to changing conditions. Reassigned time positions shall be divided for the three year review by Year 1: Arts Division, Business Division, Student Services; Year 2: Technology and Health Division, School of Continuing Education, Library and Learning Resources Division and President/Vice Presidents; Year 3: Humanities Division, Natural Sciences Division, and Kinesiology, Athletics and Dance Division. If no change is being requested and the appropriate manager and Vice President approve, the review process shall require only a statement that no change is being requested (Form: ____). If a change is being requested, the review process shall require a list of duties and the weekly hours spent performing those duties with a rationale for asking for the increase/decrease in reassigned time. The Instruction Office, in conjunction with the Faculty Association President, shall send a request for this information before the beginning of the Spring semester. The forms will be sent to the Instruction office by the end of April each year. The requests will then be forwarded to the lead negotiators for both the Faculty Association and the District. A review may also be initiated during negotiations upon the request of either the Faculty Association or the District.

Winter and Summer Intersession Assignments and Compensation:

Faculty with reassigned time for Special Assignments (except for the Academic Senate and Faculty Association leadership given 12 month status) may request an extension of assignment to cover winter intersession, summer intersession, or both. Extensions of assignments must be approved by the division dean and the Vice President of Instruction. Written requests for extensions of assignment with rationale for summer intersession must be submitted to the division dean by October 1 for winter and May 1 for summer assignments. Compensation for winter and summer extensions will be 10% of the annual LHE assigned to the assignment for each extension.

F. Skills and Pedagogy for Online Teaching (SPOT) Certification Compensation:

- F.1. Definition: Professors who are SPOT Certified as per Article 13 earn the SPOT Certification Compensation.
- F.2. Rates:
 - F.2.a. For initial certification, a one-time \$1,000 stipend shall be paid upon completion of SPOT Certification or the equivalent.
 - F.2.b. An additional 2% increase shall be added to the Appendix A: Salary Schedule for Unit Members on Contract and Appendix C: Faculty Overload and Other Than Contract Salary Rates schedules for professors who are SPOT Certified or equivalent.
- F.3. Timing of Compensation: The salary change is effective the first pay period following the month in which the professor earns SPOT Certification or the equivalent as determined by the Distance Learning Coordinator or their designee.

Removed from contract 7/25/12

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2022–2025 FACULTY CONTRACT

H.1.a: PEER

Adjunct	Prob.	Regular	Dept. Chair
	x		

■ Peer Evaluation – Probationary Faculty ■

■ Mt. San Antonio College ■

To:

From:

Chair, Probationary Faculty Evaluation Team

Date:

Subject: Evaluation of Probationary Faculty Member

As we begin the process of evaluating _____ this year, I would like to ask for your help in assessing their contribution to our department and to the Mt. SAC community. Responses in any or all of the following categories are optional and confidential.

Please return this form either to me or to the Division Office by _____. Thanks for your help!

Rating:

- 1 Performance exceeds the standard** (Used to commend the recipient for performance above the expected)
- 2 Performance meets the standard** (Used to acknowledge satisfactory performance of duties and responsibilities)
- 3 Improvement recommended** (Used to warn the recipient that performance is below what is expected)
- 4 Performance does not meet the standard** (Used for unacceptable performance)
- 5 Not applicable/insufficient data**

Any rating other than 'Performance meets the standard' (#2) must be accompanied by an explanatory remark by the evaluator.

Remarks or specific suggestions for change optional in "comments" space provided.

	Rating:	1	2	3	4	5
A. Strives to increase expertise in both teaching matter and teaching techniques (and/or counseling techniques, as applicable).		<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
B. Deals fairly and ethically with a diverse population of students.		<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
C. Cultivates a supportive environment for students.		<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
D. Deals fairly and ethically with a diverse population of colleagues.		<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
E. Works collaboratively with colleagues in the creation of department goals, planning agenda, assessment activities, and curriculum development.		<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

F. Demonstrates prompt/regular attendance at class meetings, adheres to scheduled dismissal times and keeps scheduled office hours.

--	--	--	--	--

G. Reasonably accessible to department through responses to colleagues

--	--	--	--	--

H. Demonstrates prompt/regular attendance at department meetings, department committee meetings, and college-wide meetings.

--	--	--	--	--

I. Involved reasonably in the total program of the college.

--	--	--	--	--

J. Overall summary of faculty peer evaluation.

--	--	--	--	--

K. Comments:

L. Signature

Observer: _____

Date: _____

Distribution:

Faculty Member – Summary

Division Office

Human Resources – Summary

8/04; 7/05; 7/06, 7/08, 7/16

2022 - 2025 FACULTY CONTRACT

H.1.b: PEER CHAIR

Adjunct	Prob.	Regular	Dept. Chair
			X

■ Peer Evaluation – Department Chair ■

■ Mt. San Antonio College ■

To:

From: _____, Division Dean

Date:

Subject: Evaluation of Department Chair

As we begin the process of evaluating _____ this year, I would like to ask for your help in assessing their contribution to our department and to the Mt. SAC community. Responses in any or all of the following categories are optional and confidential.

Please return this form to the Division Office no later than the eighth week of the spring semester. Thanks for your help!

Rating:

- 1 Performance exceeds the standard** (Used to commend the recipient for performance above the expected)
- 2 Performance meets the standard** (Used to acknowledge satisfactory performance of duties and responsibilities)
- 3 Improvement recommended** (Used to warn the recipient that performance is below what is expected)
- 4 Performance does not meet the standard** (Used for unacceptable performance)
- 5 Not applicable/insufficient data**

Any rating other than 'Performance meets the standard' (#2) must be accompanied by an explanatory remark by the evaluator.

Remarks or specific suggestions for change optional in "comments" space provided.

		Rating:	1	2	3	4	5
A.	Is responsive to department input.						
B.	Communicates effectively with faculty and staff.						
C.	Represents department requests at the Division level.						
D.	Adheres to department meeting start and end times.						
E.	Facilitates department meetings effectively.						
F.	Is available and receptive to faculty and staff.						
G.	Treats all department members equally and fairly.						
H.	Conveys information in a timely manner.						

I. Meets campus deadlines.

--	--	--	--	--

J. Provides comprehensive reports on Division meetings.

--	--	--	--	--

K. **Overall summary of department chair evaluation.**

--	--	--	--	--

L. Comments

M. **Signature:**

Observer: _____

Date: _____

Distribution:

Department chair - Summary
Division Office

Human Resources - Summary
7/06; 7/08; 7/14

2022 - 2025 FACULTY CONTRACT

H.2.a: STUDENT

Adjunct	Prob.	Regular	Dept. Chair
X	X	X	

■ Student Evaluation ■

■ Mt. San Antonio College ■

Professor:

Course Title:

Reference #:

Day/Date of Class:

Time of Class:

- Rating: **A** Strongly Agree
B Agree
C Disagree
D Strongly Disagree
E Not applicable/Insufficient data

This Professor:

Scantron Code: **A B C D E**

- | | | | | | |
|--|-----|-----|-----|-----|-----|
| 1. Presents subject matter clearly, thoroughly, and communicates ideas and concepts effectively. | [] | [] | [] | [] | [] |
| 2. Organizes class time effectively. | [] | [] | [] | [] | [] |
| 3. Creates a supportive learning environment. | [] | [] | [] | [] | [] |
| 4. Generates interest and student participation. | [] | [] | [] | [] | [] |
| 5. Gives clearly defined assignments. | [] | [] | [] | [] | [] |
| 6. Meets and dismisses classes as scheduled. | [] | [] | [] | [] | [] |
| 7. Invites questions, listens attentively, and answers with clarity. | [] | [] | [] | [] | [] |
| 8. Is available to students as per the syllabus. | [] | [] | [] | [] | [] |
| 9. Provides relevant information from sources other than the textbook, when appropriate. | [] | [] | [] | [] | [] |
| 10. Makes the syllabus available at the beginning of the course, with clear grading criteria included. | [] | [] | [] | [] | [] |
| 11. Treats a diverse population of students ethically, courteously, and fairly. | [] | [] | [] | [] | [] |
| 12. Returns exams and papers in a timely fashion. | [] | [] | [] | [] | [] |
| 13. Follows the course syllabus. | [] | [] | [] | [] | [] |
| 14. Overall, this professor is teaching the class well. | [] | [] | [] | [] | [] |

Answer the following questions on the back of your scantron.
(Please include specific examples and suggestions.)

- A.** What has the professor done especially well in teaching this course?
- B.** How might the professor improve this course?
- C.** Additional comments.

2022 - 2025 FACULTY CONTRACT

H.2.b: STUDENT ESL

Adjunct	Prob.	Regular	Dept. Chair
X			

■ Student Evaluation: English as a Second Language Classes ■

■ Mt. San Antonio College ■

Instructor's Name: _____ Today's Date: _____

Class: _____

Day of the Week That Class Meets: _____ Class Time: _____

Please read each item carefully. Think about this class. Mark in the box that shows your thoughts.

	Always	Usually	Sometimes	Never
1. This instructor explains more than once, if asked.				
2. This instructor is available during office hours, as listed on syllabus.				
3. This instructor is organized.				
4. This instructor asks students to talk, not only to listen.				
5. This instructor has many activities for improving my English.				
6. This instructor starts and ends class on time.				
7. This instructor's lessons and directions are clear and easy to understand.				
8. This instructor tells students how they are doing.				
9. This instructor respects me and my culture.				
10. This instructor is fair and polite to all students.				

Class Activities

	Always	Usually	Sometimes	Never
11. In this class, I have good books and materials.				
12. In this class, my homework relates to the work done in class.				
13. In this class, I have a chance to work with other students.				
14. In this class, I can ask questions and get answers.				
15. In this class, it is clear what is required to pass the class.				

Please check yes or no for each question:

	Yes	No
16. Did you receive a syllabus when you started in class?		
17. Overall, this instructor is teaching the class well.		

Please write your comments below. Don't worry about spelling and grammar.

A. What does the instructor do well?

B. How can the instructor improve?

C. Additional Comments.

Distribution:

Faculty Member
Division Office
Human Resources

8/04; 7/05; 7/06; 7/08; 7/14, 7/16

2022 - 2025 FACULTY CONTRACT

H.2.c: STUDENT LIB

Adjunct	Prob.	Regular	Dept. Chair
x	x	x	

■ **Student Evaluation – Reference Interview Librarian** ■
■ Mt. San Antonio College ■

Professor/Librarian: _____ Date: _____

Please evaluate the librarian in each of the following areas by checking the appropriate rating:

Rating: **A** Strongly Agree
 B Agree
 C Disagree
 D Strongly Disagree
 E Not applicable/Insufficient data

	Rating:				
	A	B	C	D	E
1. This librarian invites questions and answers them directly.					
2. This librarian presents subject matter clearly and thoroughly.					
3. This librarian creates a positive learning environment.					
4. This librarian generates interest and student participation.					
5. This librarian treats students courteously and fairly.					
6. This librarian makes an effort to help students succeed.					
7. My information needs were met.					
8. I would return to this librarian for assistance.					

In this part, please include specific examples and suggestions:

- A. What has this librarian done especially well in assisting you in research?
- B. How might this librarian improve the reference interview?
- C. Additional Comments.

Distribution:

Faculty Member - Summary
 Division Office
 Human Resources- Summary
 8/04; 8/05; 8/06; 7/08, 7/16

2022 - 2025 FACULTY CONTRACT

H.2.d: STUDENT COUN

Adjunct	Prob.	Regular	Dept. Chair
X	X	X	

■ Student Evaluation – Counseling Session ■

■ Mt. San Antonio College ■

Professor: _____ Date: _____

Please evaluate the Counselor in each of the following areas by checking the appropriate rating:

- Rating: **A** Strongly Agree
B Agree
C Disagree
D Strongly Disagree
E Not applicable/Insufficient data

Rating: **A B C D E**

- | | |
|---|--|
| 1. This counselor was on time for my appointment. | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| 2. This counselor seemed genuinely interested in my situation/concerns. | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| 3. This counselor presented options to assist me with my concerns. | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| 4. This counselor informed me about other campus services. | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| 5. This counselor's explanation of assessment results was clear. | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| 6. This counselor answered my questions. | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| 7. This counselor was professional (approachable, courteous, ethical & knowledgeable.) | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| 8. This counselor communicated clearly and effectively. | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| 9. This counselor demonstrated sensitivity to my gender, disability, and multi-cultural concerns. (when applicable) | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| 10. This counselor recommended and helped coordinate appropriate accommodations for me. (when applicable) | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| 11. This counselor explained my disability and how my limitations impact me in school. (when applicable) | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| 12. I would return to this counselor for assistance. | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| 13. This counselor provided me with helpful information to make educational and career plans. | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |

Please continue on the back side of this form for additional questions →

In this part, please include specific examples and suggestions:

A. What did this counselor do especially well in this counseling session?

B. How might this counselor improve future counseling sessions?

C. Additional Comments.

Distribution:

Faculty Member - Summary
Division Office
Human Resources- Summary
8/06; 7/08, 7/16

2022 - 2025 FACULTY CONTRACT

H.2.e: STUDENT DL

Adjunct	Prob.	Regular	Dept. Chair
x	x	x	

■ Student Evaluation of Distance Learning Faculty



■ Mt. San Antonio College ■

Professor: _____

Course Title: _____ Reference #: _____

- Rating:**
- A** Strongly Agree
 - B** Agree
 - C** Disagree
 - D** Strongly Disagree
 - E** Not applicable/Insufficient data

This Professor

Scantron Code: A B C D E

- | | | | | | | |
|--|---|--|--|--|--|--|
| 1. Provides students with sufficient preparation to perform online course activities. | <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table> | | | | | |
| | | | | | | |
| 2. Provides easy access to online course content through the course website. | <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table> | | | | | |
| | | | | | | |
| 3. Presents subject matter clearly through the course website. | <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table> | | | | | |
| | | | | | | |
| 4. Organizes class activities effectively. | <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table> | | | | | |
| | | | | | | |
| 5. Creates a supportive learning environment. | <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table> | | | | | |
| | | | | | | |
| 6. Generates interest and student participation. | <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table> | | | | | |
| | | | | | | |
| 7. Invites and encourages communications with students. | <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table> | | | | | |
| | | | | | | |
| 8. Responds to student communications within established guidelines in the syllabus. | <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table> | | | | | |
| | | | | | | |
| 9. Invites students to express their opinions related to course material. | <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table> | | | | | |
| | | | | | | |
| 10. Gives clearly defined assignments. | <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table> | | | | | |
| | | | | | | |
| 11. Gives feedback on exams and assignments within established guidelines in the syllabus. | <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table> | | | | | |
| | | | | | | |
| 12. Meets and dismisses on-campus classes as scheduled. (Hybrid class only) | <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table> | | | | | |
| | | | | | | |

13. Treats a diverse population of students ethically, courteously, and fairly.

--	--	--	--	--

14. Overall, this professor is teaching the class well.

--	--	--	--	--

Please answer Yes or No:

Scantron Code: A B

15. Was a syllabus and course outline, including written expectations and grading criteria, distributed or made available at the beginning of the term?

Yes ☐ No ☐

***For the following questions, please include specific examples and suggestions.
(If a Scantron sheet is being used, write your responses on the back of the Scantron sheet.)***

A. What has this professor done especially well in teaching this course?

B. How might this professor improve this course and the class interactions?

C. Additional Comments.

Distribution:

Faculty Member – Summary
Division Office
Human Resources - Summary

7/08, 7/16

2022 - 2025 FACULTY CONTRACT

H.2.f: STUDENT LLC

Adjunct	Prob.	Regular	Dept. Chair
x	x	x	

■ Student Evaluation – Language Learning Center



■ Mt. San Antonio College ■

LLC Professor: _____ Date: _____

Please read each item carefully. Think about the professor in the lab today. Mark the box that shows your thoughts.

Always
Usually
Sometimes
Never
No Option

1. This professor is clear and easy to understand.

--	--	--	--	--

2. This professor makes me feel welcome in the Language Learning Center.

--	--	--	--	--

3. This professor explains more than once, if asked.

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4. This professor treats me with respect.

--	--	--	--	--

5. This professor is fair and polite.

--	--	--	--	--

6. This professor encourages me with my language study.

--	--	--	--	--

7. This professor provides help when asked.

--	--	--	--	--

In this part, please include specific examples and suggestions:

A. What did this professor do well?

B. How can this professor improve?

C. Additional Comments.

Distribution:

Faculty Member – Summary

Division Office

Human Resources - Summary

5/15, 7/16

2022 - 2025 FACULTY CONTRACT

H.3: PORTFOLIO

Adjunct	Prob.	Regular	Dept. Chair
	x		

■ Portfolio Evaluation ■

■ Mt. San Antonio College ■

Professor: _____ Date: _____

Department: _____ Completing Year: ☐ 1 ☐ 2 ☐ 3 ☐ 4

The portfolio serves as a way of documenting the performance of those responsibilities that the institution expects of a faculty member. Each professor's portfolio will be unique and will vary according to what is appropriate for each teaching discipline. It is expected that as the professor moves through the evaluation process the nature and extent of the portfolio will change according to the individual's experience. The portfolio should include contributions in each of the areas identified below.

Each evaluation team will evaluate the appropriateness of the materials submitted according to criteria deemed important for the teaching discipline.

Rating:

- 1 Performance exceeds the standard** (Used to commend the recipient for performance above the expected)
- 2 Performance meets the standard** (Used to acknowledge satisfactory performance of duties and responsibility)
- 3 Improvement recommended** (Used to warn the recipient that performance is below what is expected)
- 4 Performance does not meet the standard** (Used for unacceptable performance)
- 5 Not applicable/insufficient data**

Any rating other than 'Performance meets the standard' (#2) must be accompanied by an explanatory remark by the evaluator.

Remarks or specific suggestions for change optional in "comments" space provided.

FACULTY ASSIGNMENT:

A. Evidence of adequate classroom preparation

(required of all professors with classroom responsibilities)

Rating:

- Course syllabi for each preparation
- A copy of an exam for each preparation.
- Copy of a final exam for each preparation. (Required the 2nd year)
- Sample of lecture/lab notes for each preparation
- Sample of assignments for each preparation
- Sample of handouts for each preparation.
- Sample of feedback on student assignments for each preparation (Student names redacted)

1 2 3 4 5

Comments:

B. Evidence of adequate preparation for the following positions:

Counselors and Instructional Specialists

Rating: 1 2 3 4 5

Sample of orientation preparation and related handouts

- Workshop preparation and related handouts
- Educational planning preparation and related documents (names redacted)
- New student intake preparation and related documents (name redacted)
- Preparation for presentations in professional development activities
(e.g. New Faculty Seminar, POD workshops)

Comments:

Coaches

Sample of preparation and related handouts

- Flyers (camps, clinics, tournaments, etc.)
- Recruiting letters (names redacted)
- Tournament scheduling documents
- Tournament preparation and related handouts
- Training Program
- Sample of practice plans

Comments:

Librarians

Sample of orientation preparation and related handouts

- Guidelines/handouts on how to use the library and its materials
- Presentation notes/slides for faculty workshops
- Planning notes/outlines for library workshops and reference interviews
- Assessment plans and/or notes for library assignments
- Plans, notes, or email on leadership and participation in collections development, Information competency, library web pages, cataloging, systems/work flow
- Digital learning objects

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Comments:

Rating: 1 2 3 4 5

C. Overall Summary of Probationary Faculty Portfolio Evaluation

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Comments:

Distribution

Faculty Member

Division Office

Human Resources

8/04; 7/05; 7/06; 7/08; 7/14

2022 - 2025 FACULTY CONTRACT

H.4.a: CLASSROOM

Adjunct	Prob.	Regular	Dept. Chair
X	X	X	

■ Classroom Visitation Evaluation ■

■ Mt. San Antonio College ■

Professor: _____ Date & Time of Visit: _____

Department: _____ Subject Taught: _____

Observer: _____

Second Visit (For probationary faculty only)

Rating:

- 1 Performance exceeds the standard** (Used to commend the recipient for performance above the expected)
- 2 Performance meets the standard** (Used to acknowledge satisfactory performance of duties and responsibilities)
- 3 Improvement recommended** (Used to warn the recipient that performance is below what is expected)
- 4 Performance does not meet the standard** (Used for unacceptable performance)
- 5 Not applicable/insufficient data**

Any rating other than 'Performance meets the standard' (#2) must be accompanied by an explanatory remark by the evaluator.

Remarks or specific suggestions for change optional in "comments" space provided.

A. Classroom Dynamics

1 2 3 4 5

Rating:

- This professor encourages student participation by inviting questions, allowing students to problem-solve, or encouraging feedback during class session.
- This professor listens attentively and gives explanations to students with clarity.
- This professor provides an environment for student participation that is conducive to the learning process.
- This professor treats a diverse population of students ethically, courteously, and fairly.
- This professor demonstrates effective classroom management skills to promote learning and critical thinking.

Comments:

B. Teaching Strategies and Techniques

1 2 3 4 5

Rating:

- This professor presents information that is accurate and compliant with current course outline and/or syllabus.
- This professor presents content or uses a format organized in a logical sequence.
- This professor communicates effectively in the classroom to promote learning and critical thinking.
- This professor employs various techniques/modalities to enhance lecture content.
- This professor distributes handouts or instructional materials (if any) that are appropriate to content being presented.
- This professor utilizes effective pedagogical techniques to promote learning and critical thinking.
- This professor engages students in the learning process.

Comments:

C. Class Preparation and Subject Matter Expertise

1 2 3 4 5

Rating:

- This professor shows evidence of thorough preparation through presentation of course material.
- This professor's chosen materials demonstrate academic rigor appropriate to level taught.
- This professor demonstrates subject matter expertise in course design.
- This professor demonstrates subject matter expertise in instructional delivery.

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Comments:

D. Overall summary of Classroom Visitation

1 2 3 4 5

Rating:

--	--	--	--	--

Narrative Summary of Classroom Events During the Presentation:

E. Comments by Professor: (optional)

F. Signatures:

Observer: _____

Date: _____

Professor: _____

Date: _____

Distribution:

Faculty Member

Division Office

Human Resources – Adjunct Faculty Only

8/04; 4/05; 7/05; 7/06; 7/08, 7/14, 7/16

2022-2025 FACULTY CONTRACT

H.4.b: COUNSELOR

Adjunct	Prob.	Regular	Dept. Chair
X	X	X	

■ Counseling Visitation Evaluation ■

■ Mt. San Antonio College ■

Professor: _____ Date & Time of Visit: _____

Observer: _____

Rating:

- 1 Performance exceeds the standard** (Used to commend the recipient for performance above the expected)
- 2 Performance meets the standard** (Used to acknowledge satisfactory performance of duties and responsibilities)
- 3 Improvement recommended** (Used to warn the recipient that performance is below what is expected)
- 4 Performance does not meet the standard** (Used for unacceptable performance)
- 5 Not applicable/insufficient data**

Any rating other than 'Performance meets the standard' (#2) must be accompanied by an explanatory remark by the evaluator.

Remarks or specific suggestions for change optional in "comments" space provided.

Counselor:

	Rating:	1	2	3	4	5
A. Encourages student participation by inviting questions, allowing students to problem-solve or encouraging feedback during counseling session.						
B. Listens attentively and gives explanations to students with clarity and in a non-threatening manner.						
C. Uses verbal expressions and physical demeanor to set a tone for a counseling session that positively promotes the counseling process.						
D. Demonstrates awareness and/or sensitivity to cultural, ethnic, and gender differences communication.						
E. Presents a positive, professional image.						
F. Develops and utilizes effective techniques in educational, career and personal counseling.						
G. Is honest and fair with students.						
H. Presents information that is accurate and relevant.						
I. Assists students in clarifying goals and decision making.						
J. Uses technology as an aid in counseling.						
K. Demonstrates knowledge of academic policies and current career information.						
L. Overall Summary of Counseling Visitation.						

M. Narrative Summary of Counseling Events During the Session

N. Comments by Professor (Optional)

O. Signatures:

Observer: _____ Date: _____

Professor: _____ Date: _____

Distribution:

Faculty Member - Summary
Division Office
Human Resources - Summary

7/06; 7/08

2022 - 2025 FACULTY CONTRACT

H.4.c. CLASSROOM DL

Adjunct	Prob.	Regular	Dept. Chair
x	x	x	

■ Classroom Visitation Evaluation of Distance Learning Faculty ■

■ Mt. San Antonio College ■

Professor: _____ Date & Time of Visit: _____

Department: _____ Subject Taught: _____

Observer: _____

For the purpose of conducting a fair evaluation, it is recommended that a dialog occur between the evaluator and the faculty member before the actual visitation. This dialog can include how to navigate the course, hybrid versus online component, course outline of record, and DL Course amendment form.

Rating:

- 1 Performance exceeds the standard** (Used to commend the recipient for performance above the expected)
- 2 Performance meets the standard** (Used to acknowledge satisfactory performance of duties and responsibilities)
- 3 Improvement recommended** (Used to warn the recipient that performance is below what is expected)
- 4 Performance does not meet the standard** (Used for unacceptable performance)
- 5 Not applicable/insufficient data**

Any rating other than 'Performance meets the standard' (#2) must be accompanied by an explanatory remark by the evaluator.

Remarks or specific suggestions for change optional in "comments" space provided.

A. CLASS DYNAMICS

Rating:

- Presents a positive, professional image in face-to-face meetings and/or in course website.
- Course website sets a tone for a class environment that promotes the learning process.
- Encourages student communications and interactions in the course website.
- Organizes class activities effectively.
- Communicates effectively in course website.
- Communicates effectively in face-to-face meetings.
- Demonstrates respect, courtesy and fairness with all students.

1 2 3 4 5

- Conducts interactions with students in a non-threatening manner.

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Comments:

B. Teaching Strategies and Techniques

1 2 3 4 5

Rating:

- Provides a safe environment for student participation that is conducive to the learning process.
- Information presented is accurate and compliant with current course outline and/or syllabus.
- Embellishes course content/discussion by providing relevant information from sources other than textbook, if appropriate.
- Presents content or uses a format organized in a logical sequence.
- Encourages critical, evaluative thinking, questioning, and reasoning.
- Appropriately utilizes online activities to enhance course content.
- Online course content is easily accessed in course website.
- Demonstrates effective and regular contact with students.

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Comments:

C. Class Preparation and Subject Matter Expertise

1 2 3 4 5

Rating:

- Shows evidence of thorough preparation through content presented in course website.
- Activities chosen demonstrate academic rigor appropriate to level taught.
- Subject matter expertise is reflected in course website.
- Course delivery agrees with Methods of Instruction listed in Distance Learning Course Amendment Form for this course.

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Comments:

D. Overall Summary of Classroom Visitation

Comments by Evaluator:

Rating:	1	2	3	4	5

E. Comments by Professor: (optional)

F. Signatures:

Observer: _____

Date: _____

Professor: _____

Date: _____

Distribution:

Faculty Member
Division Office
Human Resources – Adjunct Faculty Only
7/08, 8/13

2022 - 2025 FACULTY CONTRACT

H.4.d. LAB

Adjunct	Prob.	Regular	Dept. Chair
x	x	x	

■ Lab Classroom Visitation Evaluation ■

■ Mt. San Antonio College ■

Professor: _____ Date & Time of Visit: _____

Department: _____ Subject Taught: _____

Observer: _____

Note: This form is optional at the discretion of the observer and may be used in place of form H.4.a. for laboratory environments.

Second Visit (For probationary faculty only)

Rating:

- 1 Performance exceeds the standard** (Used to commend the recipient for performance above the expected)
- 2 Performance meets the standard** (Used to acknowledge satisfactory performance of duties and responsibilities)
- 3 Improvement recommended** (Used to warn the recipient that performance is below what is expected)
- 4 Performance does not meet the standard** (Used for unacceptable performance)
- 5 Not applicable/insufficient data**

Any rating other than 'Performance meets the standard' (#2) must be accompanied by an explanatory remark by the evaluator. Remarks or specific suggestions for change optional in "comments" space provided.

A. Lab Classroom Dynamics

Rating:

- Encourages student participation by inviting questions, allowing students to problem-solve, or encourage feedback during lab class session.
- Listens attentively and gives explanations to students with clarity and a non-threatening manner.
- Verbal expressions and physical demeanor set a tone for lab classroom environment that promotes the learning process.
- Demonstrates awareness and/or sensitivity to cultural, ethnic, and gender differences in communication with class members.
- Presents a positive, professional image.
- Communicates effectively orally and in writing.
- Demonstrates effective lab classroom management skills.

1 2 3 4 5

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Comments:

B. Teaching Strategies and Techniques

Rating:

1 2 3 4 5

- Provides a safe environment for student participation that is conducive to the learning process.

--	--	--	--	--

- Information presented is accurate and appropriate to the situation.

--	--	--	--	--

- Balances presentation/demonstration with opportunities for hands-on practice.

--	--	--	--	--

- Presents content or uses a format organized in a logical sequence.

--	--	--	--	--

- Encourages students' exploration and utilization of lab resources.

--	--	--	--	--

- Appropriately utilizes board, overheads, or other instructional aids to enhance presentation/demonstration.

--	--	--	--	--

- Distributes handouts or instructional materials that are appropriate to content being presented.

--	--	--	--	--

- Shows enthusiasm for the subject matter to encourage active student participation in learning.

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Comments:

C. Classroom Preparation and Subject Matter Expertise

Rating:

1 2 3 4 5

- Shows evidence of thorough preparation.

--	--	--	--	--

- Chosen materials demonstrate academic rigor appropriate to level taught.

--	--	--	--	--

- Demonstrates subject matter expertise.

--	--	--	--	--

- Distributes handouts or instructional materials that enhance the content being presented/demonstrated, when appropriate.

--	--	--	--	--

Comments:

D. Overall Summary of Lab Classroom Visitations

Rating: **1** **2** **3** **4** **5**

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Narrative Summary of Lab Events During the Presentation:

E. Comments by the Professor (optional)

F. Signatures:

Observer: _____

Date: _____

Professor: _____

Date: _____

Distribution:

Faculty Member

Division Office

Human Resources – Adjunct Faculty Only

5/15

2022 - 2025 FACULTY CONTRACT

H.5: ADMINISTRATIVE

Adjunct	Prob.	Regular	Dept. Chair
	X	X	

■ Faculty Administrative Evaluation ■

■ Mt. San Antonio College ■

Professor: _____ Date: _____

Department: _____

☐ Probationary Faculty, Completing Year: ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ Tenured Faculty

Rating:

- ☐ **1 Performance exceeds the standard** (Used to commend the recipient for performance above the expected)
- ☐ **2 Performance meets the standard** (Used to acknowledge satisfactory performance of duties and responsibilities)
- ☐ **3 Improvement recommended** (Used to warn the recipient that performance is below what is expected)
- ☐ **4 Performance does not meet the standard** (used for unacceptable performance)

Any rating other than 'Performance meets the standard' (#2) must be accompanied by an explanatory remark by the evaluator.

Remarks or specific suggestions for change optional in the comments space provided.

A. Teaching Competencies:

Rating:

- This professor complies with course outline.
- This professor develops and utilizes effective pedagogical techniques.
- This professor prepares thoroughly for all class assignments.
- This professor demonstrates competence in assigned subject matter.

Comments:

1 2 3 4 5

B. Professional Interactions:

Rating:

- This professor cultivates a supportive environment for students.
- This professor adheres to ethical principles in interactions with a diverse population of students.
- This professor adheres to ethical principles in interactions with a diverse population of staff and colleagues.

Comments:

1 2 3 4 5

C. Promptness with Deadlines:**Rating:** **1** **2** **3** **4** **5**

- This professor prepares all records and reports accurately and completely and submits by the established deadlines.
- This professor adheres to faculty evaluation procedures and timelines.

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Comments:

D. Availability and Meeting Obligations:**Rating:** **1** **2** **3** **4** **5**

- This professor demonstrates prompt/regular attendance at all class meetings and adheres to scheduled dismissal times.
- This professor fulfills obligations for involvement at department meetings, committee meetings, and college wide meetings.
- This professor is reasonably accessible to students including maintenance of scheduled office hours.
- This professor works collaboratively with colleagues in the creation of department goals, the planning of agenda, assessment activities, and curriculum development.

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Comments:

E. Involvement (Service to the College):**Rating:** **1** **2** **3** **4** **5**

- This professor is involved reasonably in the total program of the college including activities on campus and/or within the department.
- This professor is involved regularly in professional development.

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Comments:

F. Administrator's Comments:

G. Overall Rating:

- ☐ **1 Performance exceeds the standard** (Used to commend the recipient for performance above the expected)
- ☐ **2 Performance meets the standard** (Used to acknowledge satisfactory performance of duties and responsibilities)
- ☐ **3 Improvement recommended** (Used to warn the recipient that performance is below what is expected)
- ☐ **4 Performance does not meet the standard** (used for unacceptable performance)

H. Signatures:

Administrator: _____ Date: _____

Professor: _____ Date: _____

I. Comments by Professor (optional):

Distribution:

Faculty Member
Division Office
Personnel File
8/04; 7/05; 7/06; 7/08;
7/11; 7/14, 7/16

2022 - 2025 FACULTY CONTRACT

H.6:a SELF EVALUATION

Adjunct	Prob.	Regular	Dept. Chair
x	x	x	

■ Self Evaluation –Professor ·

■ Mt. San Antonio College ·

Professor: _____

Date: _____

Department: _____

☐ Adjunct Professor (Optional)

☐ Contract (Probationary) Professor, Completing Year: ☐ 1 ☐ 2 ☐ 3 ☐ 4
(Submit within two (2) weeks following the end of the spring semester.)

☐ Regular (Tenured) Professor

(Submit by week eight (8) of the spring semester in the third year of the cycle.)

A. Evaluation tools used:

Self (required): ☐ Student (required): ☐ Peer (required, probationary): ☐
Manager: ☐ Support: ☐ Classroom: ☐

B. Summary of student evaluations/summary of classroom visitations (include sample comments):

Areas of excellence:

Areas for improvement:

C. Summary of progress toward goals from the previous evaluation cycle.

D. I will be working on the following self and professional improvement items in the _____-_____ academic years of my next evaluation cycle.

(List your top 1 – 5 goals)

Goals & Objectives:

Action Plan:

E. Summary of all Yearly Reports of Service

F. I need the following assistance from Mt. SAC:

- The Dean, Associate Dean, or Department Chair can give me assistance by providing the following equipment, support, funding, for conference, training, etc.:

G. Signatures:

Professor: _____ Date: _____

Dean or
Designee: _____ Date: _____

H. Professor Comments:

Distribution:

Faculty Member

Division Office

Human Resources

8/03; 7/05; 7/06; 7/08; 4/24

2022 - 2025 FACULTY CONTRACT

H.6.b.: SELF EVALUATION CHAIR

Adjunct	Prob.	Regular	Dept. Chair
X	X	X	

■ Self Evaluation – Chair ■

■ Mt. San Antonio College ■

Department Chair: _____ Date: _____

Department: _____ Division: _____

The self-evaluation report must be submitted by the end of the week eight (8) of the spring semester.

A. Summary of accomplishments and performance based on Department Chair Performance Expectancies (Article 18.G.):

Areas of Excellence:

Areas for improvement:

B. I will be working on the following self and professional improvement items in the _____ - _____ academic year. List your top goals

Goals & Objectives:

Action Plan:

C. I need the following assistance:

- Support, conferences, training, etc.
- The Dean or Associate Dean can give me assistance by:

D. I have met, or will meet, my four (4) hours of mandatory department chair training this year by participating in the following:

E. Signatures:

Department Chair: _____

Date: _____

Dean or Designee: _____

Date: _____

F. Dean or Associate Dean Comments (optional):

Distribution:

Faculty Member
Division Office
Human Resources
7/14

2022-2025 FACULTY CONTRACT

H.7.a: SUMMARY

Adjunct	Prob.	Regular	Dept. Chair
	X		

■ Probationary Faculty Evaluation Summary ■

■ Mt. San Antonio College ■

Professor: _____ Date: _____

Department: _____ Completing Year: ☐ 1 ☐ 2 ☐ 3 ☐ 4

Rating:

1 Performance exceeds the standard (Used to commend the recipient for performance above the expected)

2 Performance meets the standard (Used to acknowledge satisfactory performance of duties and responsibilities)

3 Improvement recommended (Used to warn the recipient that performance is below what is expected)

4 Performance does not meet the standard (Used for unacceptable performance)

5 Not applicable/insufficient data

Any rating other than 'Performance meets the standard' (#2) must be accompanied by an explanatory remark by the evaluator.

A rating of "Performance does not meet the standard" in any category may be sufficient grounds for not recommending retention.

A. PEER EVALUATION SUMMARY

Team Comments (mandatory):

Rating: **1 2 3 4 5**
☐ ☐ ☐ ☐ ☐

B. STUDENT EVALUATION SUMMARY

Team Comments (mandatory):

Rating: **1 2 3 4 5**
☐ ☐ ☐ ☐ ☐

C. PORTFOLIO EVALUATION SUMMARY

Team Comments (mandatory):

Rating: **1 2 3 4 5**
☐ ☐ ☐ ☐ ☐

D. CLASSROOM VISITATION EVALUATION SUMMARY, if applicable

Team Comments (mandatory):

Rating: **1 2 3 4 5**
☐ ☐ ☐ ☐ ☐

E. COUNSELING VISITATION EVALUATION SUMMARY, if applicable

Team Comments (mandatory):

Rating: **1 2 3 4 5**
☐ ☐ ☐ ☐ ☐

F. ADMINISTRATIVE RESPONSIBILITIES EVALUATION

Team Comments (mandatory):

Rating: **1 2 3 4 5**
☐ ☐ ☐ ☐ ☐

G. FACULTY SELF-EVALUATION

Rating: **1 2 3 4 5**
☐ ☐ ☐ ☐ ☐

Rating: **1 2 3 4 5**
☐ ☐ ☐ ☐ ☐

H. YEARLY REPORT OF HOURS OF SERVICE TO THE COLLEGE

Rating:				
1	2	3	4	5

I. OVERALL SUMMARY OF EVALUATION**J. PRESCRIPTIVES and RECOMMENDATIONS**☐ None☐ Form 7.H.b. (attached)**K. EVALUATION TEAM RECOMMENDATION**

YEAR completed

1		We recommend that the District enter into a contract for a second academic year.
		We do not recommend that the District employ this employee for the following academic year.
		One year temporary position – no recommendation required.

2		We recommend that the District enter into a contract for the third and fourth academic years.
		We do not recommend that the District employ this employee for the following academic year.

3		Completing 3 rd year of 3 rd & 4 th Year contract. No recommendation needed.
---	--	---

4		We recommend that the District employ this employee as a tenured employee.
		We do not recommend that the District employ this employee as a tenured employee.

J. SIGNATURES:

_____	_____	_____
Team Faculty Member	Team Faculty Member	Date
_____	_____	
Team Faculty Member	Team Faculty Member	
_____	_____	
Team Faculty Member	Dean or Associate Dean/Director	

I have seen this evaluation summary and have discussed it with the evaluation team.

_____	_____	_____
Professor Signature	Professor Name	Date

K. REVIEW OF EVALUATION AND RECOMMENDATION:

_____	_____	<input type="checkbox"/> Agree <input type="checkbox"/> Disagree <input type="checkbox"/> N/A
Vice President	Date	

_____	_____	<input type="checkbox"/> Agree <input type="checkbox"/> Disagree <input type="checkbox"/> N/A
President	Date	

BOARD ACTION:	<input type="checkbox"/> Employ <input type="checkbox"/> Not Employ	_____
		Date

Distribution:

Faculty Member
Division Office
Human Resources

8/04; 7/05; 7/06; 7/08, 7/14

2022 - 2025 FACULTY CONTRACT

H.7.b: SUMMARY: PRESCRIPTIVES

Adjunct	Prob.	Regular	Dept. Chair
	X		

■ Recommendations and Prescriptives ■

■ Mt. San Antonio College ■

Professor: _____ Date: _____

Department: _____

Probationary Faculty, Completing Year: ☐ 1 ☐ 2 ☐ 3 ☐ 4

A. Recommendations:

The evaluation team offers the following recommendations for improvement:

B. Prescriptives:

The evaluation team prescribes the following activities in order for the professor to acquire the skills and behaviors needed to achieve a competent and adequate performance:

Prescribed Activities	Expected Outcomes	To be completed by (date)
1.		
2.		
3.		
4.		

C. Signatures:

Team Faculty
Members:

Date:

Administrator:

Date:

Professor:

Date:

Distribution:

Faculty Member
Division Office
Human Resources
8/04; 7/05; 7/06

2022 - 2025 FACULTY CONTRACT

H.7.c: SUMMARY: RESPONSE to Rx

Adjunct	Prob.	Regular	Dept. Chair
	X		

■ **Response to Prescriptives** ■

■ **Mt. San Antonio College** ■

Professor: _____ Date: _____

Department: _____

Probationary Faculty, Completing Year: ☐ 1 ☐ 2 ☐ 3 ☐ 4

A. Professor's Response to Prescriptives: (submitted upon completion of prescribed activities)

Professor: _____ Date: _____

B. Evaluation Team Response:

Comments:

The professor (check one) ☐ has ☐ has not satisfactorily addressed the prescriptive conditions applied in the prior evaluation period.

C. Signatures:

Team Faculty
Members:

Date:

Division
Administrator:

Date:

Professor:

Date:

Distribution:

Faculty Member
Division Office
Vice President of Instruction
Human Resources
8/04; 7/05; 7/06; 7/08

2022 - 2025 FACULTY CONTRACT

H.8: ADJUNCT SUMMARY

Adjunct	Prob.	Regular	Dept. Chair
X			

■ Adjunct Faculty Summary ■

■ Mt. San Antonio College ■

Professor: _____ Date: _____

Department: _____

Rating:

- 1 Performance exceeds the standard** (Used to commend the recipient for performance above the expected)
- 2 Performance meets the standard** (Used to acknowledge satisfactory performance of duties and responsibilities)
- 3 Improvement recommended** (Used to warn the recipient that performance is below what is expected)
- 4 Performance does not meet the standard** (used for unacceptable performance)
- 5 Not applicable/insufficient data**

Any rating other than "Performance meets the standard" (#2) given in any evaluation category must be accompanied by an explanatory remark by the evaluator.

Instructions:

In cases where the rating falls below "Performance meets the standard" (#2), evaluative comments shall identify Teaching Faculty Performance Expectancies applicable to adjunct faculty, as outlined in Article 18.L.2, in addition to relevant teaching performance issues documented in student evaluations, classroom visitations, and/or in student complaints. In addition, specific suggestions for improvement shall be provided.

A. Teaching Competence:

- This professor complies with course outline.
- This professor develops and utilizes effective pedagogical techniques.
- This professor prepares thoroughly for all class assignments.
- This professor demonstrates competence in assigned subject matter.

Rating: **1 2 3 4 5**

B. Professional Interactions:

- This professor cultivates a supportive environment for students.
- This professor adheres to ethical principles in interactions with a diverse population of students.
- This professor adheres to ethical principles in interactions with a diverse population of staff and colleagues.

Rating: **1 2 3 4 5**

C. Promptness with Deadlines:

Rating: **1 2 3 4 5**

- This professor returns student exams and papers in a timely fashion.
- This professor prepares all records and reports accurately and completely and submits by the established deadlines.
- This professor adheres to faculty evaluation procedures and timelines.

--	--	--	--	--

D. Availability and Meeting Obligations:

Rating: **1 2 3 4 5**

- This professor demonstrates prompt/regular attendance at all class meetings and adheres to scheduled dismissal times.
- This professor is reasonably accessible to students as described in the syllabus.
- This professor is reasonable accessible and responsive to department and division.

--	--	--	--	--

E. Overall Rating

Rating: **1 2 3 4 5**

--	--	--	--	--

F. Comments:

G. Signatures:

Department Chair: _____

Date: _____

Division Administrator: _____

Date: _____

Professor: _____

Date: _____

H. Comments by Professor (optional):

Distribution:

Faculty Member
Division Office
Human Resources
8/04; 4/05; 7/05; 7/06, 8/13;
7/14, 7/16

Removed from contract 10/9/2024

2022 - 2025 FACULTY CONTRACT

H.10: DEPT. CHAIR

Adjunct	Prob.	Regular	Dept. Chair
			X

■ Department Chair Evaluation Report (Administrative Evaluation) ■

■ Mt. San Antonio College ■

Department: _____ Date: _____

Name(s): _____ Division: _____

Rating:

- 1 Performance exceeds the standard** (Used to commend the recipient for performance above the expected)
- 2 Performance meets the standard** (Used to acknowledge satisfactory performance of duties and responsibilities)
- 3 Improvement recommended** (Used to warn the recipient that performance is below what is expected)
- 4 Performance does not meet the standard** (used for unacceptable performance)
- 5 Not applicable/insufficient data**

Any rating other than 'Performance meets the standard' (#2) must be accompanied by an explanatory remark by the evaluator.

Remarks or specific suggestions for change optional in "comments" space provided.

A. ADMINISTRATIVE RESPONSIBILITIES

Rating: **1 2 3 4 5**

- Gathers, organizes, and analyzes information and data to prepare required reports.
- Utilizes established formats in preparing reports.
- Meets College timelines for submission of required reports and requests for resources.
- Submits course schedules and adjustments in accordance with established priorities, timelines, and contract limits.
- Reviews, revises, and updates course outlines of record for all courses within the department, following established College procedures and timelines.
- Oversees, coordinates, develops, and provides for departmental approval of new course offerings within the department.

ADMINISTRATIVE RESPONSIBILITIES SUMMARY:

Comments:

B. AVAILABILITY

Rating: **1 2 3 4 5**

- Posts and regularly holds department chair office hours.

- Regularly meets with the division dean regarding department issues, budgets, and planning agendas.

--	--	--	--	--

- Serves as initial contact to address student requests and complaints.

--	--	--	--	--

- Responds appropriately and in accordance with the law with parents, other relatives, friends, or any person or agency regarding individual student issues

--	--	--	--	--

- Represents the department at division, advisory, and campus committee meetings.

--	--	--	--	--

- Is accessible to students, staff, and division administrators the week prior to the start of the primary terms.

--	--	--	--	--

AVAILABILITY

SUMMARY:

Comments:

--	--	--	--	--

C. COMPLIANCE WITH POLICIES

Rating:

1 2 3 4 5

- Participates in full time faculty hiring, assignment, orientation, and evaluation processes.

--	--	--	--	--

- Represents the departments in the development of position requests, hiring announcements, and the selection process for faculty recruitments.

--	--	--	--	--

- Facilitates the assignment of department members to serve on tenure evaluation committees and participates in the tenure evaluation committees for all probationary faculty within the department.

--	--	--	--	--

- Reviews and updates curriculum as needed to maintain articulation agreements with other academic institutions, to meet program accreditation standards (if applicable) and to align with industry standards (if applicable).

--	--	--	--	--

- Facilitates collaborative curriculum review and approval processes in department (and advisory, if applicable) meetings according to established procedures.

--	--	--	--	--

- Maintains a respectful working relationship with faculty and classified staff.

--	--	--	--	--

- Assists and advises the division administrators in the implementation of College policies and procedures within the department.

--	--	--	--	--

- Conducts and organizes the recruitment, maintenance of an adjunct pool, hiring, orientation, assignment, and evaluation of adjunct faculty within the Department adhering to all faculty evaluation procedures, guidelines, and timelines.

--	--	--	--	--

COMPLIANCE

SUMMARY:

Comments:

--	--	--	--	--

D. LEADERSHIP**Rating: 1 2 3 4 5**

- Facilitates monthly meetings that encourage collaborative department decision-making and response to College initiatives.

--	--	--	--	--
- Regularly brings department business as well as college-wide issues and directions to department meetings for discussion.

--	--	--	--	--
- Represents departmental issues, planning priorities, needs, and responses at Division and advisory committee meetings.

--	--	--	--	--
- Facilitates the collaborative development, revision, and monitoring of student learning and other outcomes for both courses and programs annually with the aid and consent of department members.

--	--	--	--	--

SUMMARY:

Comments:

LEADERSHIP

--	--	--	--	--

E. RESPONSIBILITIES**Rating: 1 2 3 4 5**

- Submits required reports (including scheduled course offerings, PIE, and adjunct evaluation summaries) within established timelines.

--	--	--	--	--
- Submits department reviewed and approved curriculum within established timelines.

--	--	--	--	--
- Adheres to all faculty evaluation procedures and timelines.

--	--	--	--	--
- Submits department and advisory meeting minutes within established timelines.

--	--	--	--	--
- Monitors department budgets, needs, equipment, and supplies.

--	--	--	--	--
- Completes budget process (including planning, reviewing, and expenditures) within established timelines.

--	--	--	--	--
- Organizes and facilitates department meetings that keep faculty in the department informed on departmental as well as college-wide issues.

--	--	--	--	--
- Performs such other duties and responsibilities that require department involvement as mutually agreed to by the department chair and the division dean.

--	--	--	--	--

SUMMARY:

Comments:

RESPONSIBILITY

--	--	--	--	--

F. OVERALL SUMMARY OF DEPARTMENT CHAIR EVALUATION**Rating: 1 2 3 4 5**

Comments:

--	--	--	--	--

G. COMMENTS BY DEPARTMENT CHAIR(S) [optional]:

H. SIGNATURES:

Signature of Evaluator:

Division Administrator

Date

Signature of Evaluatee(s):

Department Chair or Co-chair(s)

Date

Department Co-Chair(s)

Reviewed by:

Appropriate Vice President

Date

Distribution

Department Chair(s)

Division Office

Vice President of Instruction

Human Resources

8/04, 7/05; 7/06; 708; 4/11, 5/15

2022-2025 FACULTY CONTRACT

H.11: SERVICE TO THE COLLEGE

Adjunct	Prob.	Regular	Dept. Chair
	X	X	

■ Yearly Report of Service to the College

■ Mt. San Antonio College ■

Professor: _____

Date: _____

Every full-time unit member teaching 30 LHE to 36 LHE is required to spend an average of six (6) service hours weekly for teaching faculty, four (4) service hours weekly for noncredit teaching faculty, eight (8) service hours weekly for counselors, and five (5) service hours weekly for librarians. Faculty with reassigned time or partial teaching assignments shall adjust the hours proportionate to their classroom teaching load. Submit service to the college by calendar year, not academic year.

DUE DATE: This form must be submitted to your Division Office
by the eighth week of the Spring Semester.

Calendar Year _____

Involvement/Description:

Professional Activities (professional growth, conference and workshop attendance, etc.)	
Campus Life (Student Life activities, campus clubs, commencement, campus events, etc.)	
College committee and task force work	
Outcomes Assessment and other related activities	
Curriculum Development	
Department involvement (meetings, committees, evaluations, etc.)	
Community Activities (related to my assignment and that bring benefit to the college)	
Grant and Award Applications and non-paid participation in grant activities	
Participation in Organizations related to my assignment	
Review of Literature related to my assignment	
Other appropriate activities	

Revised 7/05; 7/06; 7/07; 7/08; 7/11; 8/13; 9/22

2022 - 2025 FACULTY CONTRACT

H.12: PROBATIONARY FACULTY TEAM RESPONSIBILITIES

Adjunct	Prob.	Regular	Dept. Chair
	X		

■ Probationary Faculty Team Responsibilities

■ Mt. San Antonio College ■

Professor: _____ Date: _____

Department: _____ Completing Year: ☐ 1 ☐ 2 ☐ 3 ☐ 4

Evaluation Team

Manager: _____

Faculty: _____

Evaluation Process

A. Classroom Visitations

Year 1: By the end of week 6 (fall semester)
Year 2: By the end of week 12 (fall semester)

Year 3: By the end of fall semester
Year 4: As needed

Assignments:

Team Member

Class/Activity

- Classroom visitations shall be announced and documented at least two (2) days prior to the visit. (18.A.2.)
- Observation of the faculty member's educational activities will be followed as promptly as possible by consultation or written communication in order to discuss the observation. (18.A.3.)

B. Student Evaluations

Year 1: By the end of week 12 (fall semester)
Year 2: By the end of week 12 (fall semester)

Year 3: By the end of week 12 (fall semester)
Year 4: As needed

Assignments:

Team Member

Class/Activity

C. Portfolio Evaluation (Please indicate team members responsible for portfolio review.)

Year 1: By the end of week 12 (fall semester)	Year 3: Not applicable
Year 2: By the end of week 12 (fall semester)	Year 4: Not applicable

Assignments:

Team Member

D. Peer Evaluations

To be completed by the end of the fall semester. (Recommended by week 12.)

Responsible Team Member:

--

E. Administrative Evaluation

To be completed by the end of the fall semester.

Responsible Team Member:

--

F. Summary Evaluation

To be completed by the evaluation team.

- Includes:
- Peer evaluation summary,
 - student evaluation summary,
 - portfolio evaluation summary (years 1 and 2),
 - classroom visitation summary (if applicable),
 - counseling visitation summary (if applicable),
 - administrative responsibilities evaluation,
 - faculty self-evaluation, and
 - yearly report of supplemental hours.

Date and time:

--

Year 1: By the end of the fall semester	Year 3: By the end of week 6 of the spring semester
Year 2: By the end of the fall semester	Year 4: By the end of the fall semester

G. Responses to Prescriptives (if applicable)

Must be addressed in writing by the probationary faculty member and the evaluation team must respond before completing the subsequent year evaluation.

H. Evaluation Conference

Date and time:

--

Year 1: By the end of the fall semester

Year 3: By the end of week 6 of the spring semester

Year 2: By the end of the fall semester

Year 4: By the end of the fall semester

I. SIGNATURES:

Probationary Faculty Member

Date

Administrator

Date

Team Member

Date

Team Member

Date

Team Member

Date

Team Member

Date

Distribution:
Faculty Member
Division Office
Personnel File

2022 - 2025 FACULTY CONTRACT

H.13: DL CONTACT

Adjunct	Prob.	Regular	Dept. Chair
x	x	x	

- **Rubric to Assess Regular Substantive Interaction (RSI)**
- **Mt. San Antonio College**

Professor Name: _____ Date: _____

Course Name/ID: _____ CRN: _____ Course Units/Hours: _____

This course section is: ☐ Hybrid (_____)% ☐ Synchronous ☐ Asynchronous

For the CRN listed above, describe how you monitor your students' academic engagement and success and promptly and proactively engage in substantive interaction with a student when needed.

Evidence of Professor-Student Contact (predictable and scheduled)

Type of professor-student contact: Identify all types you include for which you have evidence in the LMS.	Evidence: Where in your course is this RSI found? (Include frequency and be specific.)	Reviewer
Online synchronous class meetings, individual video conferences, or chat		<input type="checkbox"/>
Assessing or providing substantive individual feedback (includes embedded rubrics, comments, and videos)		<input type="checkbox"/>
Providing information or responding to questions about course content (includes communication using LMS tools, external apps, email, phone, and/or in-person meetings)		<input type="checkbox"/>
Discussion facilitation		<input type="checkbox"/>
Other substantive interaction as approved by your discipline-specific accrediting agencies, if any		<input type="checkbox"/>

Evidence of Student-Student Facilitation if applicable (recurring)

Type of student-student contact: Identify all types you include for which you have evidence in the LMS.	Evidence: Where in your course is this facilitation/interaction found? (Include frequency and be specific.)	Reviewer
Discussion forums with required replies		<input type="checkbox"/>

Collaborations, peer reviews, wikis, or other group assignments		<input type="checkbox"/>
Breakout rooms in synchronous online classes		<input type="checkbox"/>
Student-student communication related to the course		<input type="checkbox"/>

Reviewer Summary: Does the professor demonstrate RSI in this course section?

Check the appropriate box *and provide comments.*

Demonstrates RSI ☐

Does not demonstrate RSI ☐

Comments:

Signed (Professor): _____ Date: _____

Printed Name Reviewer): _____

Signed (Reviewer): _____ Date: _____

Instructions (Review 13.A.4.: RSI Review prior to completing this form.)

Professor: Using this rubric,

- Indicate how you monitor student engagement, including frequency of monitoring.
- Indicate *all types* of regular substantive interaction (RSI) you include in the online portion of your course. Do not include any activities held during an in- person class
- In the next column, indicate specifically *where* in your course you have demonstrated RSI. (Examples: Syllabus page 2; Module 1 – assignment name; Module 2 - specific content page.) List multiple examples if appropriate.
- Note that rote responses ("good job") are not considered substantive. Substantive responses allude to instructional content.
- Contact the reviewer to set up a review.

Reviewer: Access the submitted rubric.

- Reach out to the professor and create a dialogue so you understand what the professor does in their course.
- The professor should describe evidence of monitoring engagement and report at least two forms of professor-student RSI in order to "meet regulations." Verify the evidence you can and check the checkbox. California law states that students should interact when applicable. Note student interactions as well. RSI is only pertinent to the online portion of a class, so do not accept in-class activities.
- Please write comments for the professor's benefit which describe areas of excellence and opportunity that you see.
- A follow-up written communication should be sent to the professor, department chair, and administrator within two weeks of the review.

After the Review:

- If the course does not demonstrate RSI, the professor may request a new review by a different reviewer. OR
- If the course does not demonstrate RSI, professors also have the option of working with their reviewer to improve their course, if possible, in the semester so that it demonstrates RSI. The process of remediation and corrections made to the course should be documented on this rubric in the "Reviewer Summary" section of the rubric.

Distribution:

Division Office

8/16, 5/24

2022 - 2025 FACULTY CONTRACT

I.a: REASSIGNED TIME

Adjunct	Prob.	Regular	Dept. Chair
X	X	X	

■ Appendix I.a: Reassigned Time Expectancies

■ Mt. San Antonio College

Professor: _____ Date: _____

Manager of Reassigned Time: _____

Manager of Professor's regular assignment: _____

Reassignment began: _____ Anticipated end date: _____

Title of Reassignment: _____ Reassigned LHE: _____ Weekly Hours of a 40-hour work week: _____

The appropriate manager will meet with the faculty member to develop and mutually agree to a list of performance expectancies relevant to this assignment and complete this form prior to the end of the second week of the commencement of the assignment.

Purpose of Reassignment:

Weekly/Monthly Schedule of Activities:

Specific Objectives with Planned Timelines:

Expected Measurable Outcomes:

Signatures: (Approval requires signatures from all affected managers.)

Professor: _____ Date: _____

Manager: _____ Date: _____

Manager: _____ Date: _____

Manager: _____ Date: _____

Distribution:

Division Office

Personnel file

Appropriate Vice President

Faculty Association President

Academic Senate President (as appropriate)

8/04, 4/05, 7/05; 7/06; 7/08; 07/11; 07/19

2022-2025 FACULTY CONTRACT

I.b: REASSIGNED TIME

Adjunct	Prob.	Regular	Dept. Chair
X	X	X	

■ Appendix I.b: Reassigned Time Evaluations

■ Mt. San Antonio College

Professor: _____ Date: _____

Manager of Reassigned Time: _____

Manager of Professor's regular assignment: _____

The evaluation of the reassignment will be completed by the appropriate manager no later than the end of the tenth week of the spring semester.

Comments are required for any area that the faculty member "did not meet" the expectations.

Review of the faculty Reassignment:

Faculty member ☐ met ☐ did not meet their weekly/monthly purpose of reassignment.

Comments:

Faculty member ☐ met ☐ did not meet their weekly/monthly schedule of activities.

Comments:

Faculty member ☐ met ☐ did not meet their specific objectives with planned timelines.

Comments:

Faculty member ☐ met ☐ did not meet their expected measurable outcomes.

Comments:

Upon review of stated expectancies and observed results, I ☐ do ☐ do not recommend this faculty for a continuation of reassignment.

Comments:

Faculty Comments:

Comments:

Manager of Reassigned Time: _____ Date: _____

Professor: _____ Date: _____

Distribution:
Division Office
Personnel file
Appropriate Vice President
Faculty Association President
Academic Senate President (as appropriate)
8/04, 4/05, 7/05; 7/06; 7/08; 07/11

2022 - 2025 FACULTY CONTRACT

J: STUDENT COMPLAINT

Adjunct	Prob.	Regular	Dept. Chair
X	X	X	

■ Appendix J: Documentation of Student Complaint ■

■ Mt. San Antonio College ■

Overview:

Mt. San Antonio College is committed to student success. We are interested in assisting both students and faculty in the resolution of student complaints.

When these concerns are minor, we encourage students to meet directly with the faculty member with the aim of resolving the issue at the lowest level possible. When informal discussions do not resolve the issue, or where the issues are more serious, the student may file a complaint.

A student complaint does not include a grade challenge, or an allegation of discrimination or sexual harassment, or other conduct for which immediate disciplinary action could result. (Students challenging a grade should consult with the office of Student Life. Allegations of discrimination or sexual harassment should be addressed in Human Resources).

The complaint process is not anonymous and the professor is prohibited from retaliation.

Date: _____ Time: _____

Student Name(s) _____ ID# _____

Contact #: Phone (_____) _____ Cell (_____) _____

E-mail: _____

Faculty Member: _____ Ext. _____

Class: _____ Meets (Day/Time): _____

Department Chair (or appropriate manager if chair is not available) receiving complaint:

1. Summary of problem and timeline of related events (to be filled out by student):

2. Student's request made to resolve problem (to be filled out by student):

Student Signature: _____
This form cannot be processed without the student signature

Date: _____

3. Professor's perspective:

Date professor contacted: _____ via: ☐ e-mail ☐ phone ☐ other _____

Date of professor's response: _____

4. Follow-up with student: Date: _____ Form of contact: _____ by: _____

5. Follow up with professor (if applicable):

Copy sent to:

- ☐ Faculty Member
- ☐ Student

4/05; 7/05; 7/06, 3/17

2022-2025 FACULTY CONTRACT

Appendix K: Petition to Meet Faculty Contract Load Assignment During Winter Intersession



Faculty Name (please print) _____

E-mail _____ Phone ext. _____ Alt. Phone (_____) _____

Department _____ Division _____

Dean: _____

Guidelines:

- Up to 3 LHE assigned during the winter intersession may be applied toward fall semester load.
- Up to 6 LHE assigned during the winter intersession may be applied toward spring semester load.
- A maximum of 10 LHE may be scheduled for the winter intersession.
- No guarantee can be made that overload or intersession classes will be available.
- This proposed plan must be submitted by the end of the second week of fall semester.
- Any cancellation of planned classes occurring after week 2 of fall semester may invalidate the plan and require submittal of an amended plan.

Proposed Plan for Meeting My Faculty Contract Load Assignment

For One Academic Year: 20_____ - 20_____

Semester/Intersession	Year	Contract LHE (must total 30 for the contract year)	Overload LHE (optional)	Semester/Term Total LHE
Fall Semester	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
		+		
Winter Intersession	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
		+		
Spring Semester	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
		↓		
		Total: <input type="text"/>	Must total 30 for the contract year	

Submitted by:

Faculty Signature

Date:

Approved by:

Dean or Associate Dean Signature

Date:

Distribution of Forms:

Division Office (original)

Please make copies and send to:

- ☐ Faculty Member
- ☐ Human Resources
- ☐ Payroll
- ☐ Associate Vice President, Instructional Services

Instruction Office: March 2006; June 2007

Article 21: Dispute Process

Appendix L.1: Dispute Resolution – Step 1 – Informal



Disputant's Name: Date:

Contact #: Phone: Email:

Immediate Supervisor: Ext.:

Person against whom dispute is filed: Ext.:

INSTRUCTIONS: This form must be filed with the disputant's Immediate Supervisor and the Office of Human Resources **within 30 working days** of the alleged act.

Please note that alleged violations of the Faculty Agreement must be filed as outlined in Article 20 – Grievance Procedure.

- When applicable, indicate the specific rule, regulation, law, or alleged act violated (Board Policy, Administrative Procedure, Education Code, etc.):

- Briefly describe the nature of the conflict (include names and dates):

- Clearly describe the remedy you seek in resolution of this dispute:

- Signature:

Date:

- Outcome:

☐ Resolved

Date:

☐ Not Resolved – The District will provide the disputant and the Faculty Association with written documentation of the informal meeting within seven (7) working days of the meeting.

Date:

2022-2025 FACULTY CONTRACT

L.2: MUTUAL AGREEMENT

Adjunct	Prob.	Regular	Dept. Chair
X	X	X	X

■ Appendix L.2: Petition for Mutual Agreement■

■ Mt. San Antonio College■

Instructions: To be completed in cases where mutual agreement is required by contract and has not been reached between the professor and the division dean or designated educational administrator.

Name:	
Email:	Phone:
Division:	Department:
Contract Mutual Agreement Reference:	
Clearly describe the remedy you seek in resolution of this request for mutual agreement.:	
Signature:	Date:
Resolved:	Date:
Not Resolved:	Date:
The District will provide the filing party and the Faculty Association with written documentation of the informal meeting within seven (7) working days of the meeting.	

2022 - 2025 FACULTY CONTRACT

Article 20: Grievance Process Appendix M.1: Grievance Level 1 – Presentation of Grievance



Grievant's Name:		Date:	
Contact #:	Phone:		Email:
Classification:			

GRIEVANT TO COMPLETE:

INSTRUCTIONS: The grievant must file this form with the Office of Human Resources **within 30 working days** of the knowledge of the alleged violation.

1. Indicate specific contract provisions which you believe have been violated.

--

2. Date of event creating grievance.

--

3. Date of informal meeting: Must be within 5 working days of Immediate Supervisor getting Presentation of Grievance

--

4. Individuals present at meeting:

--

5. Outcome of meeting

_____ : Grievance Resolved
_____ : Grievance Unresolved

6. Grievant Signature:

Supervisor's Signature:

Date:

2022-2025 FACULTY CONTRACT

Article 20: Grievance Process Appendix M.2: Grievance Level 2 – Conciliation



Grievant Name: Date:
Contact #: Phone: Email:
Classification:

GRIEVANT TO COMPLETE:

INSTRUCTIONS: The grievant must file this form with the Office of Human Resources **within 10 working days** of the unresolved **Level 1 – Informal process**.

1. Indicate specific contract provisions which you believe have been violated.
2. Date of event creating grievance.
3. Date on which you learned that a violation of the specific provision of the Agreement had occurred.
4. Name of your immediate administrator.
5. Describe what actions you have taken to resolve the grievance. Be specific.
6. Statement of grievance:
7. Requested remedy.
8. Date unresolved Level 1 process concluded.
9. Grievant's Signature:
 Date:

Grievant's Name:

Date:

HUMAN RESOURCES TO COMPLETE:

10. Copy of form sent to:

☐

Faculty Association

☐

Vice President, Human Resources

Date:

11. Members of Conciliation Team:

Faculty Member – appointed by the Faculty Association

Administrator – appointed by the District

12. Date (s) of Conciliation meeting (within 10 working days of establishment of Conciliation Team).

13. Date of Decision

14. Team Outcome Submitted within 5 working days of meeting

Signatures:

Grievant: _____ Immediate Administrator:

2022-2025 FACULTY CONTRACT

Article 20: Grievance Process Appendix M.3: Grievance – Level 3 – Vice President



Grievant's Name: Date:
Contact #: Phone: Email:
Classification:

GRIEVANT TO COMPLETE:

INSTRUCTIONS: The grievant must file this form with the Office of Human Resources **within 10 working days** of the unresolved **"Level 2 – Conciliation"** outcome. Please attach a copy of the "Level 2 – Mediation" form to this form.

I request that this grievance proceed to Level 3 – Vice President.

1. Date unresolved Level 2 process concluded.

2. Grievant's Signature:

Date:

HUMAN RESOURCES TO COMPLETE:

3. Copy of form sent to:

☐

Faculty Association

☐

Vice President, Human Resources

Date:

4. Appropriate Vice President

5. Parties involved:

6. Meeting conclusion:

☐

Resolved

☐

Not Resolved

Date:

7. Copy of this form sent (within 10 working days of the meeting conclusion) to:

☐

Grievant

☐

Administrator

Date:

☐

Faculty Association

☐

Vice President, Human Resources

☐

President

Article 20: Grievance Process
Appendix M.4: Grievance – Level 4 – President



Grievant's Name: Date:
 Contact #: Phone: Email:
 Classification:

GRIEVANT TO COMPLETE:

INSTRUCTIONS: The grievant must file this form with the Office of Human Resources **within 5 working days** of the unresolved **"Level 3 – Vice President"** outcome. Please attach a copy of the "Level 2 – Conciliation" form and the "Level 3 – Vice President" form to this form.

I request that this grievance proceed to Level 4 –President.

1. Date unresolved Level 3 process concluded.
2. Grievant's Signature:
 Date:

HUMAN RESOURCES TO COMPLETE:

3. Copy of form sent to:
☐ Faculty Association ☐ Vice President, Human Resources Date:
4. Date sent to President:
5. Parties involved:
6. Meeting conclusion:
- ☐ Resolved ☐ Not Resolved Date:
7. Copy of this form sent (within 10 working days of the meeting conclusion) to:
☐ Grievant ☐ Administrator Date:
☐ Faculty Association ☐ Vice President, Human Resources

■ 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 2022-25 Agreement for the purpose of including changes resulting from Spring 2025 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 9th day of October 2024, to become effective July 1, 2023.

For Board of Trustees:

Martha Garcia

Martha Garcia (Nov 4, 2024 15:59 PST)

Martha Garcia
President/CEO

Sokha Song

Sokha Song (Nov 4, 2024 11:12 PST)

Sokha Song
District Lead Negotiator

For Faculty Association, Inc., CTA/NEA:

Emily Woolery

Emily Woolery (Nov 4, 2024 11:11 PST)

Emily Woolery
President, Faculty Association

Sandra Esslinger

Sandra Esslinger
Faculty Association Lead Negotiator

Herschel Greenberg

Herschel Greenberg (Nov 1, 2024 11:15 PDT)

Herschel Greenberg
Faculty Association Co-Lead Negotiator

Joshua Christ

Joshua Christ
Faculty Association Co-Lead Negotiator

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