



AGREEMENT

MT. SAN ANTONIO COMMUNITY COLLEGE DISTRICT

AND

FACULTY ASSOCIATION

FOR

July 1, 2019 – June 30, 2022

Year 1 of 3-Year Contract

■ ARTICLE 10: WORKLOAD ■

10.A. Annual Workload: The annual workload for full-time faculty is based on a 40-hour work week. The annual workload for 10-month faculty includes 30 Lecture Hour Equivalents (LHE), 120 student office hours, and 192 supplemental hours, or the hourly equivalents for counselors, librarians, noncredit professors, and instructional specialists. 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 librarians, counselors, noncredit professors, and instructional specialists.

Fulfillment of the teaching assignment and office hours must be on campus or at other assigned locations and may be met by 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. This assignment may be met on Saturdays or Sundays by mutual consent of the unit member and District designee. Unit members 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 faculty member and his or her division dean. The annual work load is exclusive of overload and other extra pay assignments.

10.A.1. Assigned Hours per week:

Credit Professors – Assigned teaching plus student office hours

Noncredit Professors – 36 hours

Counselors – 32 hours

Librarians – 35 hours

Instructional Specialists, Disabled Students Programs and Services – 32 hours

10.A.2. Requirement for Service to the College: Assigned weeks for unit members teaching at least 30 LHE shall include six (6) service hours weekly (for teaching faculty), eight (8) service hours weekly for counselors, and five (5) service hours weekly for librarians. This requirement shall include attendance at department meetings (to average at a minimum one-half hour per week), participation at College commencement, and review and maintenance of existing curriculum. Faculty with reassigned time or partial teaching assignments shall adjust their service hour requirement proportionate to their classroom teaching load.

Excluding the aforementioned requirements, it is up to each faculty member to select activities that satisfy his or her contractual obligation for service to the College. These activities, which are listed in H.11., must be directly related to the unit members' assignment or bring a benefit to the College. If the administrator has cause to believe that a unit member is not fulfilling his or her service hours, the administrator may require the unit member to provide additional information on the H.11 form.

10.A.3. Partial Contract: Faculty on partial contract shall be on campus and responsible for the same duties for periods of time prorated according to the proportion of contract held. These provisions shall not apply to adjunct faculty.

10.A.4. 67% Load Limit: No adjunct teaching faculty should be assigned a load greater than sixty-seven percent (67%) unless otherwise approved in advance by the appropriate dean and vice president. Since teaching faculty on a 10-month contract work a total of 30 LHE annually or 15 LHE per semester, the maximum LHE per term for teaching faculty should be 10 LHE. Adjunct clinical nursing faculty shall be assigned in alignment with current legislation governing load limits for those faculty.

10.A.4.a Adjunct Counselors and Instructional Specialists: No adjunct counselor or instructional specialist should be assigned a load greater than sixty-seven percent (67%) unless otherwise approved in advance by the appropriate dean and vice president. Since counselors and instructional specialists on an 11-month contract work a total of 1248 basic assignment hours, the maximum hours for adjunct counselors and instructional specialists should not exceed 836 hours annually. Any teaching assignment must be deducted from the annual allowable LHE for adjunct counselors and instructional specialists. For scheduling purposes, counselors may be scheduled 418 hours per summer/fall or winter/spring.

10.A.4.b. Adjunct Librarians: No adjunct librarian should be assigned a load greater than sixty-seven percent (67%) unless otherwise approved in advance by the appropriate dean and vice president. Since librarians on a 12-month contract work a total of 1,498 basic assignment hours, the maximum hours for librarians should not exceed 1003 hours annually. Any teaching assignment must be deducted from the allowable LHE for adjunct librarians.

10.A.5. Adjunct Faculty 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 two (2) weeks for its return and to permit current adjunct faculty to receive their assignment in time to print the results in the class schedule. However, each department retains the right to assign classes to adjunct faculty in situations where there are last minute or short-notice class changes.

Faculty teaching non-credit classes will be notified if any classes in their discipline extend outside of the academic calendar. These faculty will be given the option to teach the class with or without the extension without prejudice. Assignments of the classes will follow rehire 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 rehire rights.

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

10.B.1. Distance Learning: Faculty teaching distance learning classes shall offer virtual office hours as per Article 13.B.7.

10.B.2. Schedule and Location: Office hours may be scheduled at any time beginning 1/2 hour before or 1/2 hour after the College teaching day. The College teaching day begins when the first classes begin and ends when the last classes of the day end. Office hours may be held in locations that best meet student needs. Office hours scheduled in locations other than faculty offices should be clearly posted on office doors. If a

consistent alternative location is scheduled for an office hour, this location should be designated on syllabi and reported to division offices. Any changes in office hours will be coordinated with the division office and communicated to students. In the event an office hour is cancelled due to illness or unforeseen or extenuating circumstances, the office hour may be rescheduled subject to approval by the appropriate dean or administrator. The rescheduled office hour must take place within the same week as the missed office hour. Should the missed office hour be rescheduled, no deduction to the professor's sick leave balance, as per Article 16.A.3. related to the missed office hour, shall occur.

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

10.B.4. Office Hours Obligation: Each unit member who is a full-time classroom credit professor shall devote four (4) regularly scheduled student office hours per assigned week. Faculty with reassigned time or partial teaching assignments shall adjust their 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 faculty (counselors and librarians 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 faculty, 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

Unit members on partial contract shall maintain such office hours as are a pro-ration of contract held.

10.C. Time of Assignments: When necessary due to the uncertainties in enrollment, unit members 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 unit members and to keep such assignments within the normal teaching load.

10.D. Cancellation of Assignments: When necessary due to the uncertainties in enrollment, unit members may be reassigned for service at any time or may have their class section(s) cancelled in accordance with Article 26.B Such cancellations will be made in accordance with faculty reassignment rights (10.L.1).

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. Faculty who elect to meet a portion of 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 contract designated as overload to be paid at the appropriate hourly rate. Faculty who do not elect to meet a portion of 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 unit member'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 unit member's load exceeds the 30 annual LHE, as an extension of his/her regular assignment, the unit member 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.
- The load factor for laboratory courses is maintained at 0.750.

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. Thus, a 3 LHE class taught as a double ticket class will result in a 3.75 LHE for the unit member. 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.

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. Counselor and Instructional Specialist 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). Counselors and Instructional Specialists 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). Counselors and Instructional Specialists 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 Librarian 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). Librarians on an 11-month contract shall work a total of 1,365 Basic Assignment Hours as per Article 10.H.2. (1,365 hours/33.43 LHE = 40.83 hours/LHE). Librarians on a 12-month contract shall work a total of 1,498 Basic Assignment Hours (1498/36.69 LHE =40.83 hours/LHE.)
- 10.G.8.c. The Noncredit Professor load shall be calculated by multiplying 5/12 times the noncredit class hours. Thus, 36 noncredit class hours per week are equivalent to 15 LHE. The noncredit professor 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 LHE = 38.4 hours/LHE). Fulltime 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
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
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, Access: Each unit member who is a full-time Instructional Specialist, Access shall devote the Basic Assignment Hours and the Hours of Service to the College as listed in Article 10.A.1-2. If an instructional specialist serves on a committee which meets during his/her 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 administrator shall schedule assignments following discussion with each instructional specialist. Insofar as possible, hours of duty within the program shall be distributed equitably among those unit members assigned to the program.

10.G.10. Counselor: Each unit member who is a full-time counselor who does not have a teaching assignment shall devote the Basic Assignment Hours and the Hours of Service to the College as listed in Article 10.A.1-2. If a counselor serves on a committee which meets during his/her 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, counselors may have a schedule with variable hours each week. The immediate administrator shall schedule work hours following discussion with each member of the department. Insofar as possible, hours assigned to teaching responsibilities within the department shall be distributed equitably among department members.

<u>Lecture Hours of Teaching</u>	<u>Hours of Counseling</u>	<u>Basic Hours</u>	<u>Service to the College 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 counselors 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. Counselor's assigned to special programs, including Access and EOPS, are not guaranteed teaching assignments in the general counseling program; however, these counselors may be given teaching assignments in the general counseling program when available.

10.G.11 Librarian: Each unit member who is a full-time librarian and who does not have a teaching assignment shall devote the Basic Assignment Hours and the Service to the College Hours as listed in Article 10.A.1-2. If a librarian serves on a committee which meets during his/her 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 administrator shall schedule work hours following discussion with each librarian. Insofar as possible, hours assigned to teaching 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. Counselors and Instructional Specialists (Access) on an 11-month contract shall work a total of 1,248 Basic Assignment Hours. Librarians on an 11-month contract shall work a total of 1,365 Basic Assignment Hours. 11-Calendar Month Employees shall be restricted to counselors, instructional specialists, and librarians.

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

10.H.3.a. Counselors, Instructional Specialists, and Librarians: 214 work days with a required load of 36.69 LHE plus hours of service to the college. Counselors and Instructional Specialists (Access) on a 12-month contract shall work a total of 1,370 Basic Assignment Hours. Librarians on a 12-month contract shall work a total of 1,498 Basic Assignment Hours.

10.H.3.b Other full-time faculty 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 faculty 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 36 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. Faculty Previously Designated as 11- or 12-month Employees: Any full-time faculty member 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). Counselors on a 12-month contract shall work a total of 1,370 Basic Assignment hours. Librarians on a 12-month contract shall work a total of 1,498 Basic Assignment Hours. All full-time faculty 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 faculty 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 faculty member 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 faculty 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 faculty 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 faculty 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 unit member and the District, twelve-month unit members 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 particular needs of students or to meet the unique needs of a department, such additional preparations will only be assigned by the appropriate 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 faculty within such department before scheduling the courses, and all qualified full-time faculty within the department shall have an equal opportunity for overload assignments. All overload and contract load assignments shall be made to full-time faculty prior to the scheduling of the adjunct faculty.
- 10.L.1 Reassignment Rights:
- 10.L.1.a. Regular faculty who have one or more overload courses cancelled have the right to displace adjunct faculty without rehire rights up until the Friday before the first day of the term to replace the lost LHE for one of those courses. The day, time, and room location of the class shall not change.
- 10.L.1.b. Adjunct faculty with rehire rights who have an assignment of one class, and that class is cancelled have a right to displace adjunct faculty without rehire rights up until the Friday before the first day of the term to replace the lost LHE. Adjunct faculty with more than one class who have all their classes cancelled have a right to displace adjunct faculty without rehire rights up

until the Friday before the first day of the term for one class only. The day, time, and room location of the class shall not change.

10.L.1.c. Regular faculty may not displace adjunct faculty 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 annually in a department chairs training workshop/retreat offered through Professional and Organizational Development.

10.M.1.a. Office Hours: Hours that would have been spent teaching will be required on campus in department chair office hours per a regular schedule approved by the division dean. 1 LHE of reassigned time requires 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 four (4) hours of mandatory department chair training per academic year.

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. Department Chair Election Procedure:

10.M.3.a. Eligibility: Department chair candidates shall be tenured faculty unless no tenured faculty member is available to serve.

10.M.3.b. Election Procedures: Department chair elections shall occur annually. 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. Department chair elections, by secret ballot, shall take place prior to the end of the 14th week of the spring semester. In all cases, there shall be at least two (2) weeks between nominations and the actual election.

10.M.3.c. Administrative Involvement: Division deans, associate deans, or designees shall communicate with each department the department chair election procedures, the department chair duties, and the department chair compensation. Further, they shall provide the department's faculty with the current department chair's eligibility status. This eligibility shall be based on 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. Department chair elections that result in a tie shall be decided by the appropriate Vice President.

10.M.4. Summer/Winter Intersessions: Department chair assignments for the summer and winter intersessions will 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.
- A summer intersession stipend may be provided, with the approval of the department chair, division dean or Vice President of Instruction. Written intent for summer intersession, supported by rationale, is due to the division dean by May 1. If the intent/rationale is approved, the incoming department chair shall have the right of first refusal to work the summer intersession. The incoming chair will be required to respond if he/she is taking the summer position by the start of the 15th week of the spring semester.
- 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 the division dean. The duties and responsibilities performed during this time will be consistent with department chair duties and responsibilities.
- The one-time commitment for intersession assignments for department chairs will be 42.67 hours per intersession. However, only 18 of these hours must be served on campus.
- 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.5. 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 faculty member to serve in that position. If an alternate is selected, he/she shall be paid the established department chair stipend and shall perform department chair duties and responsibilities.

10.N. Faculty Reassigned Time Expectancies: Unit members may be presented the opportunity to perform certain tasks on District approved reassignment. Where several areas are/may be affected by the reassignment, the appropriate division 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 manager. The unit member and the appropriate manager 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 unit member's performance by the appropriate administrator and recommendation for continuation in the reassignment. This evaluation is to occur annually and may occur each semester. Faculty who are not recommended for continuation in the reassigned time assignment shall not be eligible for continuation in the assignment the following year. 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 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 members for a 1 year term. The election shall take place after the evaluations have been completed to determine eligible faculty for the position.

10.N.1.b. Division positions: Election by division faculty for a 1 year term. The election shall take place after the evaluations have been completed to determine eligible faculty for the position.

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. Appointment shall take place after evaluations have been completed to determine eligible faculty for the position.

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.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 whom are not otherwise receiving an adjustment in workload to reflect that effort. An 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 faculty to perform projects that require faculty expertise. Such projects may include the exploration, development, or implementation of high-impact educational practices (Faculty Inquiry Groups), new program creation, and other service to the college that goes significantly beyond the normal expectation of all faculty. 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 faculty member'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 faculty member 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 faculty selected by the Faculty Association President. The Committee will forward their recommendation to the appropriate Vice President for the 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 faculty 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 faculty member(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 faculty assigned work experience courses may be assigned to adjunct faculty or full-time faculty 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 faculty assignment obligations and grade submission.
- 10.P.2. Faculty Responsibilities: Faculty members 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 faculty member 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. Faculty 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 supervising College dean/College administrator and Vice President.

10.Q.2.b. Reporting Exceptions: Any and all exceptions to this standard maximum overload must be reported at the end of each term (by those making the authorization) 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 faculty member substantiated by students, peers, department chairs, and/or supervisor/administrator may result in restriction of any or all overload, at the discretion of the immediate administrator.

10.Q.4. Intersession Load Limits: Each summer and winter intersession faculty 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 faculty 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 manager and the faculty member will determine the equivalent weekly hours for assignment.

10.Q.6. Four-day Work Week: Faculty members 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.

10.Q.7. Non-credit: Full-time faculty 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 Faculty Rehire Rights: Adjunct faculty who have been employed for eight (8) semesters 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 summary of "meets the standard" shall be granted rehire rights. Any adjunct faculty 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 CRN (course reference number) except in cases of lecture/lab classes that are scheduled independent of one another. In those cases, the priority of 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 faculty member has designated as preferable if appropriate classes are scheduled in that time period. The adjunct faculty 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 faculty. For counseling adjunct faculty, the priority of assignment for one (1) class shall be equivalent to six (6) hours of counseling per week.

10.R.1. Priority Lists: "Expertise" is defined to include all courses the professor has previously taught at Mt. SAC during the four (4) years or more period and/or those that the chair, dean, and professor mutually agree that the professor is qualified to teach. Departments shall establish priority lists of faculty with expertise by discipline. The lists shall be ordered by initial date of hire, then if a tie by the number of sections previously taught at Mt. SAC, then if a tie by the most recent classroom evaluation scores, then if a tie by lottery.

10.R.2. Exceptions: An exception may be established by the Vice President of Instruction for very small departments where developing/sustaining a pool of hiring qualified professors could be at risk as a result of this process. An alternative priority of assignment process (utilizing the same guiding principles) may be established via a Memorandum of Understanding (MOU) between the dean, the chair and the Association, and it will serve as an addendum to this Agreement.

10.R.2.a. Classified employees of the College hired to serve as adjunct professors shall not earn rehire rights. Rehire rights previously acquired by classified employees shall be null and void.

10.R.3. Suspension of Rehire Right: This rehire right is suspended when an adjunct faculty member receives an overall summary evaluation in classroom visitation or department chair summary evaluation of "performance does not meet the standard" or has a break in service of more than two (2) years. Note that a summary evaluation of "improvement recommended" does not suspend rehire rights, but may lead to additional evaluations per Article 18.L. The rehire right is reinstated when the adjunct faculty member 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.

10.R.4. Status Quo Assignment of Load: If adequate class sections are available within a professor's stated available times, the department shall strive to assign that professor at least the same load they enjoyed in the same

semester the previous year, up to the limit of 67% (10 LHE).

10.R.5. Retired Faculty Right: Retired full-time faculty who become adjunct professors will carry their entire service tenure for purposes of this one class assignment right in their discipline.

10.R.6. Contingent Status of Reemployment: In all cases, adjunct faculty assignments shall be temporary in nature contingent on enrollment and funding, and subject to program changes, and no adjunct faculty member shall have reasonable assurance of continued employment at any point, irrespective of the status, length of service, or reemployment preference of that adjunct temporary faculty member.

10.S. Adjunct Faculty Participation in Departments:

10.S.1. Adjunct faculty will be welcome to provide input and express opinions in a collegial manner to their departments.

10.S.1.a. Adjunct faculty 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 faculty 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 faculty 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 management for topics other than outcomes.

10.S.2. Input from adjunct faculty members with rehire rights will be tallied using the normal communication protocols established by each department. Full-time faculty in each department shall establish policy as to whether such input shall be binding or non-binding. The departments shall have no obligation to assure full participation.

10.T. Classified Employees as Adjunct Faculty: Classified employees of the District who have a faculty assignment shall be paid according to Appendix C. Those classified that become eligible for overtime as a result of their adjunct faculty 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;

Counselors (11-month) – 1,248 basic assignment hours, as per section 10.H.2;

Counselors (12-month) – 1,370 basic assignment hours, as per section 10.H.3;

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

Librarians (11-month) – 1,365 basic assignment hours, as per section 10.H.2;

Librarians (12-month) – 1,498 basic assignment hours, as per section 10.H.3.