



AGREEMENT

MT. SAN ANTONIO COMMUNITY COLLEGE DISTRICT

AND

FACULTY ASSOCIATION

FOR

July 1, 2019 – June 30, 2022

Year 1 of 3-Year Contract

■ **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 unit member on FMLA for the purposes of the birth of a son or daughter or placement of a son or daughter with them through adoption or foster care, or to care for a spouse, domestic partner, son or daughter 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 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 his/her 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 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 he or she held immediately before commencement of the leave.

16.A.4.b. Receive credit for annual salary increments provided during his or her leave.

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

16.A.4.d. Receive full insurance benefits during 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 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 his/her 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 his/her 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, injury or quarantine imposed by health authorities shall have no salary deduction if such absence is covered by days accumulated for sick leave.

16.B.7.b. Unit members 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
- Excess 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 member of the immediate household) may use their sick leave balance to do so. Once the unit member has exhausted his/her sick leave, he/she is 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 unit member's salary equal to that paid to a substitute. If no substitute was employed, the deduction shall be the amount which 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 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 he/she fails 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 his/her licensed physician or licensed practitioner stating that he/she is able to resume his/her 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 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 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, his/her 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 his/her duties due to an industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which absence occurs, as when added to his/her temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to him/her of not more than his/her 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 his/her 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 his/her 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, he/she may elect to take as much of his/her accumulated sick leave which when added to his temporary disability indemnity will result in payment to his/her of not more than his/her 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 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 full-time 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, 87780.1, and 87784.5 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.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. The period of leave, including the date upon which the leave shall begin, shall be determined by the professor and her 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 her for, or include her in, a training program leading to reassignment or promotion.
- Discharge her from employment.
- Discriminate against her in matters of compensation or conditions of employment as defined in Section 3543.2 of State Government Code.

16.F. Child Rearing Leave: At the request of a unit member, 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. Bereavement Leave:

16.G.1. Provision: A unit member shall be entitled to a maximum of three (3) days leave of absence, or five (5) 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 his/her 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. Judicial Leave:

16.H.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.H.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.H.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 his/her regular salary due for the period of absence.

16.I. Legislative Leave:

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

16.J. Professional Development Leave:

16.J.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.J.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.J.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 his/her subject area.

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

16.K. 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.K.1. Purpose: A sabbatical leave is a means by which the teaching effectiveness of faculty members may be enhanced, their scholarly usefulness broadened, and the College's academic program strengthened and developed through formal study, independent study, work experience, or any combination thereof. The major purpose is to provide 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 so that the unit member may instead dedicate his/her time to improving the quality of the education provided by the College.

16.K.1.a. Formal Study: A sabbatical leave may be granted for a request involving twelve (12) semester units per term (or equivalent) taken at a regionally accredited institution. 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.K.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. In addition, sabbaticals for independent study must generate tangible products of use to students.

16.K.1.c. Work Experience: A sabbatical leave may be granted for contracted work or externship 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.K.2. Application for Sabbatical Leave:

16.K.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.K.2.b. The application shall be evaluated by the Salary and Leaves Committee, which shall be composed of three (3) faculty members appointed by the Faculty Association, and three (3) managers appointed by the President.

16.K.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.K.3. Eligibility for Sabbatical Leave: Any full-time certificated unit member who has served the District for seven (7) 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 seven (7) 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, if any.

16.K.4. Previous Leave Computation: Military leave or leave previously approved by the Board shall not be deemed a break in continuity of service, but the period of such leave shall not count in computing the seven (7) consecutive years required under Section 16.K.3. One (1) semester of full-time employment in the District shall be counted as one-half year of service.

- 16.K.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 unit members. Unit members 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 unit member 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 his/her entire entitlement to sabbatical leave privileges until he/she shall have served another seven (7) years as a certificated employee of the District. In certain limited circumstances based on specific and demonstrated need to 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 he/she desires within the two-academic-year period and to explain clearly and in detail the time requirements of the proposed sabbatical activity(ies).
- 16.K.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.K.7. Recommendation: The unit member requesting the sabbatical leave shall secure the recommendation of his/her department chairperson and the appropriate administrator before submitting his/her application to the appropriate Vice President for recommendation prior to submitting the completed application to the Salary and Leaves Committee for its review.
- 16.K.8. Process for Approval: The Salary and Leaves Committee shall use the following standards in forwarding sabbatical applications to the Board of Trustees.
- 16.K.8.a. Completeness: All applications shall be reviewed for completeness by the Office of Instruction 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 additionally requested information.
- 16.K.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.K.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.K.8.d. Approval by Board of Trustees: The Salary and Leaves Committee shall submit annually the prioritized list of unit members 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.K.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.K.9. Return of Applications: All applications that are not approved for consideration by the Board of Trustees will be returned to the applicants.

16.K.10. Limits and Responsibilities while on Sabbatical Leave: Before sabbatical applications can be approved, adequate unit member replacement must be available.

16.K.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.K.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.K.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 Chair 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.K.11. Written Agreement: Prior to taking a sabbatical leave, the unit member 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 unit member, 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.K.12. Compensation: While on sabbatical leave, the unit member shall receive as compensation 80% of his/her basic salary for one full contract year or 80% of his/her salary for one-half contract year. For regular adjunct unit members (3/5 or more), the percent factor shall be applied to the fraction of full-time service performed during the year, immediately preceding the beginning of the sabbatical leave. Compensation shall be based

on the basic salary the unit member would have received during the period of the leave had he/she continued in regular service during such period, exclusive of additional pay for extra duty. Whether paid by calendar month or academic month, the unit member on sabbatical leave shall be paid monthly as though the unit member were at work in the District.

- 16.K.13. No Prejudice of Advancement: The fact that a unit member takes a sabbatical leave shall in no way prejudice his/her normal advancement on the salary schedule or level of responsibility.
- 16.K.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 Teacher's Retirement System.
- 16.K.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.K.16. Written Sabbatical Report: Each unit member 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 unit member'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 unit members 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.K.17. Physical Examination: The Board of Trustees may require a physical examination, at District expense, by a licensed physician or licensed practitioner before and/or after the sabbatical leave.
- 16.K.18. Withdrawal of Sabbatical Application: If a unit member submits a request for sabbatical leave and withdraws it after December 1, he/she 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 unit member to withdraw the application.
- 16.K.19. 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 unit member 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 seven (7) years.

16.K.20. Service After Sabbatical Leave: After return from sabbatical leave, if the unit member 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 member or his/her 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 unit member on leave.

16.L. Retraining Leave:

16.L.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.L.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.L.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.L.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.L.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.M. Banking Leave:

16.M.1. Definition: When a full-time faculty member 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 credit overload classes and assignments beyond 30 LHE 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.M.2. Restrictions: There are no restrictions on the use of leave time; it may be used for professional or personal reasons. A faculty member on banking 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. The time on leave shall not count toward sabbatical eligibility.

16.M.3. Approval to Bank: Each term, a faculty member 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.M.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.M.5. Use of Banked Leave:

16.M.5.a. Use of Banked Leave to Replace a Portion of Load: At the option of the unit member, 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.M.5.b. Use of Banked Leave to Replace Cancelled Classes: At the option of the unit member, banked LHE may be used to replace classes that are part of the faculty member's contract load and which have been cancelled as a result of low enrollment thus causing the faculty member'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.M.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.M.5.d. Application for Full-year Leave: For a unit member 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. There shall be no more than one (1) unit member from a department that shall be approved for a full year of banked leave for any given year.

16.M.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.M.5.a. and 16.M.6.

16.M.6. Maximum Banked Leave: A 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.M.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 faculty member's base pay. Banking leave cannot be combined with sabbatical leave to provide a leave that exceeds a one-year period.

16.M.8. Required Use of Banked Leave: A faculty member 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.M.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.M.10. Certification: In order for a faculty member to take banking leave, the dean/appropriate administrator and the appropriate Vice President must certify that:

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

16.M.11. Overload Assignment Availability: There is no implied guarantee that overload assignments will be available to faculty in the overload banking program.

16.M.12. Eligibility for Banked Leave: Eligibility to take a banking leave shall be restricted to tenured faculty.

16.N. Catastrophic Leave:

16.N.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 he/she has exhausted all of his/her sick leave or other paid time off.

16.N.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.N.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.N.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.N.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.N.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.N.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.N.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.

■ **ARTICLE 17: SITE TRANSFERS** ■

17.A. Definition of Site Transfer: A transfer is defined as the relocation of a unit member for any of his/her 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: FACULTY EVALUATION PROCEDURES AND PERSONNEL FILES ■

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 faculty
- 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 faculty member'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 faculty member 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 faculty member's performance. An evaluation (other than student) will be recorded on a standard College form and will be completed by the time designated on the evaluation schedule. Each authorized evaluator will contribute to a summary report regarding the evaluation activities of an individual faculty member.

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) Faculty: Unit members in accordance with the Education Code Sections 87601-87612.

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

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

18.A.9. Peer Faculty: 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 faculty 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 faculty 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 faculty 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 faculty 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 faculty 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 faculty 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 faculty 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 faculty should also refer to 18.L.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 faculty.

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 faculty 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 faculty should also refer to 18.L.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 faculty evaluation procedures and timelines.

18.G. Department Chair Performance Expectancies:

18.G.1. Participates in full-time tenure-track faculty and non-represented staff recruitment, assignment, and orientation, represents the department in the development of position requests, hiring announcements and the selection process for faculty 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 faculty within the department, unless mutually agreed otherwise.

18.G.3. Organizes the recruitment, hiring, orientation, assignment, and evaluation of adjunct faculty within the department, adhering to all faculty 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 faculty or administration for a potential resolution of the complaint.

18.G.6. Organizes and recommends to the division dean department class schedules and faculty 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 faculty 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 faculty in the department.
- 18.G.19. Acts as the initial contact person for requests or concerns from faculty. Consults with faculty to resolve any student or faculty issues. If necessary, refers faculty 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 faculty member'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 faculty member'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 faculty. The professor is responsible for initiating the deployment and setting the start and end times for the online evaluations. For regular faculty, 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 faculty 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 faculty 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 faculty 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) faculty 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 faculty member 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 faculty member the results of the evaluation and announce their recommendations. At the evaluation conference, the faculty member 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 faculty 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 faculty 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 faculty 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 faculty member hired into a tenure-track position who is working under his/her first, second or third contract.
- 18.I.1.i. Self Evaluation: A yearly evaluation prepared by each faculty member and which must be submitted within two weeks following the end of the Spring Semester. Probationary faculty members shall include a copy of this evaluation in their Year Two Portfolio. (H.6.a)
- 18.I.1.j. Tenure-Track Position: A faculty 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 faculty member'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 faculty describing activities he/she has engaged in to meet the 192-hour requirement per year which would bring benefit to the College. Probationary faculty members should include a copy of this evaluation in their Year Two Portfolio. (H.11)
- 18.I.2. Procedures: The procedure for evaluating probationary faculty 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 faculty and the immediate administrator for other faculty members 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 faculty to conduct the evaluation process. If by the end of the third (3rd) week of the fall semester, fewer than two faculty have been selected by the department to serve on the team, the appropriate administrator shall appoint tenured faculty from within the division so that at least two (2) faculty 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 faculty member has concerns regarding the fairness or integrity of the process, he/she should contact the immediate administrator of the Evaluation Team. The administrator will document the concerns and provide the faculty member 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 faculty member 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 §76095, states in part "...A faculty member shall be deemed to have completed his or her first contract year if he or she provides 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 faculty member and present him/her 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 faculty member no later than the end of week 7 to go over the H.4. form, and the probationary faculty member 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 faculty member 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 faculty member 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 faculty member 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 faculty member 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 faculty member 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 faculty member and present him/her 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 faculty member 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 faculty member 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 faculty member 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 faculty member and present him/her 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 faculty member 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 faculty member 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 faculty member may appeal a recommendation for not rehiring in accordance with the provisions of State law.

18.I.7.a. Evaluation Grievance Procedures: The following grievance procedures apply solely to probationary faculty members 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 faculty member a second or third contract, violated, misinterpreted, or misapplied any of its policies and procedures concerning the evaluation of the probationary faculty member.

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 faculty member employed under a third contract, acted unreasonably or violated, misinterpreted, or misapplied, any of its policies and procedures concerning the evaluation of the probationary faculty member.

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

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 his/her 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 his/her 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 him/her 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 unit member'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: Faculty evaluation is a three-year process and is the responsibility of the individual faculty member. The process will consist of student evaluations (first year), classroom visitations (second year), and a summary of the evaluation activities (third year). The process requires submittal of a Yearly Report of Supplemental Hours in all three years of the evaluation process and the Self-Evaluation Report in years one and two of the evaluation process. 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 faculty in the division. After receiving tenure, faculty members will be placed on the first year of the three-year rotational list for the following academic year.

18.J.1.a. Self-Evaluation: Each member of the regular faculty shall submit the Yearly Report of Service to the College (H.11.) and Self-Evaluation Report (H.6.) that includes goals and objectives within two weeks following the end of the spring semester.

18.J.1.b. Student Evaluation: During the first year of the evaluation process, the faculty member will administer at least one student evaluation for each preparation by the end of the 11th week of the semester. The student evaluations, including a tally of the ratings and a file of scanned written comments will be submitted as part of the Self-Evaluation Report to the division dean. For short-term classes, student evaluations must be completed after the census date and prior to the completion of 75% of the course. These evaluations will be conducted online unless otherwise requested by the professor.

18.J.1.c. Classroom Visitation by Peers: During the second year of the evaluation process, the faculty member will select a peer evaluation team. The peer evaluation team will include a minimum of two faculty members selected by the individual faculty member being evaluated. Those faculty will be responsible for classroom visitations which will be completed during the second year of the evaluation process (H.4.). A summary of the classroom visitations will be prepared by the faculty member and submitted as part of the Self-Evaluation Report to the division dean.

18.J.1.d. Summary of Evaluation: During the third year of the evaluation process, the faculty member will summarize evaluation activities and findings of Years One and Two. The Regular Faculty Summary Report (H.9) will include:

- Summary of progress made on goals and objectives
- Summary of the self-evaluations
- Yearly report of supplemental hours (from the previous three (3) years)

- Student evaluations
- Peer evaluations (classroom evaluations).

This report will be submitted to the division dean by the end of the 6th week of the spring semester.

18.J.1.e. Administrative Evaluation: The faculty member will meet with the division dean or designee by the end of week 14 of the spring semester of the third year. During the evaluation meeting, the division dean 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 (self-evaluation reports from each of the two years, the yearly reports of supplemental hours from the previous three years, the summary evaluation prepared in year three, and the administrative evaluation) constitute a complete evaluation report. One copy shall be placed in the faculty member's personnel file and the faculty member shall retain one copy.

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

18.J.1.g. Failure to Comply with Evaluation Timelines: If the faculty member fails to submit all required evaluation forms by the timelines established in this article in any of the three years, the division dean will submit notification of failure to submit to the office of Human Resources for inclusion into the faculty member's personnel file. The faculty member 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 faculty member and as a department chairperson. Their evaluation as a teaching faculty member 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 his/her own performance, including the establishment of goals for his/her professional growth and will seek ways to become more effective in his/her 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 his/her 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 faculty members 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 faculty shall be evaluated in each preparation while teaching in the classroom, and non-teaching faculty 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 faculty member 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 faculty member 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 faculty 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 faculty member 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 faculty member or send the H.8 form via email to the adjunct faculty member no later than the 14th week of the semester. The adjunct faculty member 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 faculty member 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 faculty, 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 faculty 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, faculty shall be free from any and all forms of electronic or other listening or recording devices, except with his/her express and non-continuing consent.

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

policies, procedures, and applicable law.

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

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

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

18.P. Personnel Files:

18.P.1. Maintenance: The official personnel file of a unit member 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. Unit members 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 unit member, review the unit member's personnel file or accompany them in his/her 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 unit member'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 unit member shall be placed in the member's file upon the unit member'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 unit member is given notice and the opportunity to review and respond in writing thereon. A unit member shall have the right to enter, and have permanently attached to any derogatory statement, his/her own comments thereon. Such review shall take place during business hours, and the unit member 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 unit member. Derogatory information may not be used for any disciplinary action after three years of its placement in the personnel file. Any derogatory material three or more years old shall be sealed and not available for review.
- 18.P.6. Student Complaints: Student complaints shall not be entered into the file until and unless a District investigation has taken place regarding the complaint and a conference with the employee has been 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 his/her 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 his/her 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 his/her 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 he/she determines may have a bearing on his/her 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 faculty member is not meeting the job expectancies set forth in Sections 18.B – 18.F of this article. It is the responsibility of the administrator to thoroughly investigate the complaint to validate the allegation prior to the

initiation of the Special Evaluation Process. 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 special evaluation including the evaluation process to be used and expected time frame, of any job expectancies that are not being met and of any classroom or worksite visitations in advance. The faculty member will be provided with clearly identified prescriptive comments and guidelines regarding the expected outcome of the special evaluation process. The faculty member will be informed of his/her right to Faculty Association representation from the inception of a Special Evaluation, as identified in Article 5. The faculty member 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.

■ ARTICLE 19: RETIREMENT ■

19.A. Partial Contract Retirement Option:

- 19.A.1. Qualification: A full-time unit member 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.A.2. Definition: The partial contract will be for up to 33 1/3% of the unit member'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 unit member will receive retirement benefits from the District, as defined under Article 8 of this Agreement. It is the faculty member's responsibility to monitor their qualifiable STRS earnings.
- 19.A.3. Application: Qualifying unit members 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 unit member and/or the Association that a violation of the specific provision(s) of this Agreement has occurred. The parties to the grievance shall be defined as the grievant and the appropriate administrator.
- 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 by the District and the unit member to settle grievances informally at the lowest possible level.
- 20.A.4. Conformation of Grievant: Until final disposition of the grievance, the grievant is required to conform to the direction of his or her 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 parties to the grievance, 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 – Informal"). 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 – Informal"). 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.
- 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 unit members' 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 details of the grievance or evidence regarding the grievance.
- 20.A.8. Closed Meetings: All meetings and hearings under this procedure shall be closed to all persons other than the parties in interest, their 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. 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 or misinterpretation, (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.
- 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 unit member having a grievance to have the grievance adjusted without 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. Parties 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 tape recording, 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 unit member may use the grievance procedure in any way to appeal termination or decision by the Board not to renew his or her 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 party may be represented by a party of his/her 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.

20.A.19. Adjustment of Grievance: Adjustment of any grievance described herein shall not be inconsistent with the specific provision(s) of this Agreement.

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 unit member 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 faculty are required to be on campus during the terms in which the faculty member 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.B. Grievance Procedures:

20.B.1. Level One – Informal Resolution:

20.B.1.a. Presentation of Grievance: Within thirty (30) working days of the knowledge of the alleged violation, a faculty member who believes that a section of this contract has been violated must complete the Presentation of Grievance form and submit copies to his/her immediate manager and the Faculty Association.

20.B.1.b. Informal Conference: An informal meeting between the faculty member and his or her immediate manager shall take place within five (5) working days of the manager receiving the Presentation of the Grievance form. The purpose of this meeting is to resolve the complaint in an informal manner. The outcome of this meeting shall be noted on the Presentation of Grievance form as resolved or unresolved along with both parties' signatures. A copy of the completed form shall be sent to the Faculty Association and Human Resources.

20.B.2. Level Two – Conciliation:

20.B.2.a. Timeline: If the grievance is not resolved at the informal level, the grievant shall have ten (10) working days within which he or she shall submit to Human Resources a written and signed statement of grievance on forms provided by the District. Human Resources shall have ten (10) working days to establish a conciliation team.

20.B.2.b. Conciliation Team: The grievance shall be forwarded to a conciliation team composed of one faculty member and one administrator appointed by the Association and the District, respectively. The faculty member and the administrator shall not be from the same division as the grievant and respondent.

20.B.2.c. Process: Within ten (10) working days after the formation of the conciliation team, the conciliation team, the grievant and the respondent shall meet. At this meeting, the grievant shall specifically cite the article in the contract that is being grieved and the specific remedy being sought. Additionally, the Faculty Association will provide rationale as to how the grievance relates to the cited article. The conciliation team shall work with the parties with the intent to try and resolve the grievance. 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. 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.

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: Human Resources shall forward the statement of grievance to the appropriate Vice President within ten (10) working days of the receipt of the written conciliation results.

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 and the appropriate Vice President in writing.

20.B.3.b. Timeline: Within ten (10) working days after receiving the grievance, the appropriate Vice President or designee shall meet with the parties after reviewing the conciliation recommendation. The Vice President or designee shall provide his or her response in writing to the grievant and to the College President within ten (10) working days of meeting with both parties.

20.B.3.c. Exclusions: Alleged violations not presented at Level Two may not be introduced at any other level, and no evidence or testimony given shall be the cause for expanding the grievance.

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 he or she may submit an appeal on the appropriate form to the College President.

20.B.4.b. Response: Within ten (10) working days after receiving the grievance, the College President or designee shall meet with all the parties 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 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: If the aggrieved person is not satisfied with the disposition of the grievance at Level Four, or if no written decision has been rendered within ten (10) 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 ten (10) working days, the aggrieved person may, within an additional ten (10) working days, request in writing to the Association that the grievance be submitted to arbitration. The Faculty Association must approve their support for the grievance in order for the grievance to continue. Alternatively, the grievant may pursue judicial action prior to initiating the Level Five process.

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 faculty

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. 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 on tape. Arbitration hearing recordings 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 the 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 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 recommendation 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 Four.

20.B.6.d. Non-Acceptance of Arbitrator's Recommendation: 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 unit members' 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 California Code of Civil Procedure, Section 1285 et seq.

■ ARTICLE 21: DISPUTE PROCESS ■

21.A. Objective: It is the objective of the District and the Association to encourage the prompt resolution of all complaints, misunderstandings or other difficulties which relate to disputes as defined in Definitions below in Section 21.B. at the lowest possible level. Accordingly, the following Dispute Resolution process has been established.

21.B. Definitions:

21.B.1. Dispute: A dispute is a claim by a unit member that there is a conflict between a unit member and the District, or a unit member vs. another unit member that does not constitute a grievance or Human Resources complaint. 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 Policy, Administrative Procedures, District practices and procedures and other State law to the extent permitted by law.

21.B.2. Professional Behavior: Professional behavior includes common courtesy, respect for one another, honesty, and the use of appropriate language.

21.B.3. Working Days: For the purpose of this dispute procedure, a "working day" is any Monday through Friday on which faculty are required to be on campus during the terms in which both parties to the dispute have an assignment.

21.B.4. Timelines: Timelines shall commence with the receipt of a 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 dispute or by the Vice President, Human Resources. The extension shall not exceed an additional thirty (30) working days.

21.C. Documentation Status: All documentation regarding the dispute shall not be a part of the unit member's personnel file.

21.D. Dispute Procedure:

21.D.1. Step One – Informal (Both parties and immediate manager or when one party is a District manager, both parties and objective third party as mutually agreed to by both individuals): The disputant shall complete the Dispute Resolution form (Appendix L) indicating clearly the nature of the dispute. If there is an allegation of a violation, misapplication or misinterpretation of a rule, regulation or law, the disputant shall specifically cite the rule, regulation or law alleged to be involved. The remedy sought shall be clearly identified on the form. The Dispute Resolution form shall be filed with the disputant'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 dispute. A copy of the Dispute Resolution 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 dispute within fifteen (15) working days and shall facilitate a discussion with the goal of resolving the dispute. 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 disputant 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.D.2. Step Two – Conciliation Meeting (Immediate Manager and Faculty Association Representative): The immediate manager and the Faculty Association representative shall meet within ten (10) working days to clarify the issues in the dispute. Both the District and the Faculty Association representatives shall be provided with copies of the original Dispute Resolution 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 disputant 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.D.3. Step Three – Final Appeal Review: The Vice President, Human Resources (or designee) shall meet with the parties to hear the dispute. Each party shall be provided with copies of the original Dispute Resolution 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 disputant and the Faculty Association. The decision of the Vice President, Human Resources (or designee) is not subject to appeal.

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.D.4. Abandonment of Dispute: At any time during the dispute process, the disputant may decide to terminate the dispute by written notification to Human Resources. Human Resources shall then notify the other party and the Faculty Association that the dispute has been abandoned.

■ **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 load for purposes of representation. The President of the Faculty Association will inform the District on how the reassigned time will be distributed.
- 23.A.1. Reassigned Time for Full Negotiations: During full contract negotiations, the District shall provide the Association with 12 LHE per term in reassigned time to be distributed to members of the Association's bargaining team, not to exceed five (5) members during negotiations, until the contract is ratified.
- 23.A.2. Reassigned Time for Re-opener Negotiations: During re-opener contract negotiations, the District shall provide the Association with 6 LHE per term in reassigned time to be distributed to members of the Association's bargaining team, not to exceed three (3) members during negotiations, until the contract is ratified.
- 23.A.3. Reassigned Time for the Lead Negotiator: During negotiations (both full and re-opener) the District shall provide the Association with 10 LHE annually.
- 23.A.4. 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 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. The District shall investigate and take reasonable action to resolve all reported cases of harassment, bullying, threats, and violence.
- 27.A.3. The District shall notify those affected when there are potential physical dangers to the extent mandated by law. The District shall provide for 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 his/her 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 shall be conducted in accordance with health, safety, and fire regulations mandated by law or regulation.

27.B. Declared Emergencies:

- 27.B.1. Unit members, 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, unit members 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 his or her 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 assignment 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 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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A.1. Effective Dates: This schedule shall be effective July 1, 2019 – June 30, 2022 subject to change per article 7.A.

A.2. Annual Rates for Salary Schedule:

<u>Column 1</u> <i>(A.3.a.)</i>		<u>Column 2</u> <i>(A.3.b.)</i>		<u>Column 3</u> <i>(A.3.c.)</i> <i>Earned Doctorate or B.A. and 80 Units, including M.A.</i>	
Step	<i>Minimum Qualifications</i>	Step	<i>B.A. and 60 Units, including M.A.</i>	Step	
1	\$69,827	1	\$74,472	1	\$79,120
2	\$72,271	2	\$77,081	2	\$81,890
3	\$74,801	3	\$79,779	3	\$84,755
4	\$77,420	4	\$82,571	4	\$87,723
5	\$80,053	5	\$84,724	5	\$89,383
6	\$83,764	6	\$88,422	6	\$96,070
7	\$87,496	7	\$92,107	7	\$96,731
8	\$91,159	8	\$92,856	8	\$100,465
9	\$94,822	9	\$99,479	9	\$104,209
		10	\$103,215	10	\$107,873
		11	\$106,924	11	\$111,583
				12	\$115,269
				13	\$118,979

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

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

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

For unit members 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: \$69,827 divided by 175 = \$399.0114 daily rate

$$\$399.0114 \text{ Daily Rate} \times 195 \text{ Days} = \$77,807.22 \text{ Annual Salary}$$

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: Summer session, adult education, military, and 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 unit member 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) unit member shall be placed on the Academic or Vocational salary schedule track. This determination shall be recorded on the new unit member's employment record for purposes of salary advancement. The initial salary schedule track placement shall not be subject to change.

A.5. Service Increments:

A.5.a. Definition: The initial service increment is earned after serving 5 or more years at the maximum step on any column. Additional service increments are earned after completing 25, 30, or 35 years under contract.

A.5.b. Rates:

Service Increment: \$374 per month

25-Year Service Increment: \$374 per month

30-Year Service Increment: \$374 per month

35-Year Service Increment: \$374 per month

<u>Service Increments:</u>	5+ years	25 years	30 years	35 years
Serving 5+ years at maximum step of any column	✓	✓	✓	✓
Completion of 25 years under contract		✓	✓	✓
Completion of 30 years under contract			✓	✓
Completion of 35 years under contract				✓

A.5.c. Qualifications: One monthly Service Increment shall be added after serving five years or more at the maximum step of any column. One monthly Service Increment shall be added after completing 25 years of service under contract as a probationary or tenured academic employee of the District and reaching the top step of any column. Additional Service Increments shall be added after completing 30 years and 35 years of service under contract as a probationary or tenured academic employee of the District and reaching the top step of any column.

A.6. Professional Growth Increment Incentives:

A.6.a. Full-time Professors:

A.6.a.1. Definition: A Professional Growth Increment Incentive is earned by full-time professors for workshops/seminars or college courses approved by the Salary and Leaves Committee and completed by the professor that are directly related to the professor's basic assignment, directly benefit the college and/or meet some educational needs of students. One Professional Growth Increment Incentive requires the completion of six semester units of college work or equivalent.

A.6.a.2. Rates: Professional Growth Increment: \$3,736.00 per year.

A.6.a.3. Qualifications: A Professional Growth Increment Incentive may be earned during a professor's employment under contract by completing six semester units of college work or equivalent workshops/seminars, as approved by the Salary and Leaves Committee. A lifetime total of one (1) Professional Growth increment may be earned per full-time professor.

Petitions 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. If the petition is approved, verification of course or workshop completion for Professional Growth must be submitted to the Human Resources office, along with a completed Petition for Professional Growth form.

A professor may propose any college course or workshop for the professional growth increment incentive. All college courses and workshops submitted for Professional Growth will require that the professor provide rationale as to how that course or workshop is directly related to the unit member's basic assignment, will be of direct benefit to the College, and/or will meet some educational need of students. Courses used for the Professional Growth Increment Incentive

may not be additionally used for credit towards column crossover.

The Petition for Professional Growth form shall include a copy of the published course or workshop/seminar announcement including content and dates and times of training. Professional Growth credit will be equated on the basis of sixteen (16) clock hours equaling one (1) semester unit of credit toward a Professional Growth Increment Incentive. Each year the Salary and Leaves Committee will make available a list of pre-approved district sponsored workshops for professional growth.

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.

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.

A.6.b.3. Qualifications: All workshops submitted for the Professional Growth Hourly Incentive will require that the professor provide 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. Earned Degrees:

A.7.a. Qualifications: The District will pay one time stipends for degrees earned after initial placement and during the time of service which have been awarded by a regionally accredited institution of higher education.