

Agreement between
The Board of Trustees
Of
Mt. San Jacinto Community College District
and the
Faculty Association CTA/NEA Contract
October 11, 2010 – June 30, 2013

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FACULTY ASSOCIATION CTA/NEA CONTRACT

October 11, 2010 – June 30, 2013

This is an Agreement made and entered into this eleventh day of October 2010 between the MT. SAN JACINTO COLLEGE DISTRICT, hereinafter referred to as "District", and the MT. SAN JACINTO COLLEGE FACULTY ASSOCIATION CTA/NEA, hereinafter referred to as "Association". The contract shall be in full force and effect through June 30, 2013.

ARTICLE I: RECOGNITION

The District confirms its recognition of the Association as the exclusive representative for that unit of employees (hereinafter referred to as the Unit) certified by the Educational Employment Relations Board in Case No. LAR-734 dated November 15, 1976. The Unit consists of all academic employees excluding non-credit or adult education teachers, part-time employees, and all Management, Supervisory, Confidential, and Classified employees.

ARTICLE II: DISTRICT RIGHTS

II A.

It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required and how they are to be selected; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities and make all room and office assignments; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline Unit Members as authorized

by all applicable codes. All such matters, unless otherwise provided for in this agreement, are excluded from the grievance procedure.

II B.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

II C. Emergency Clause

II C1.

In cases of extreme emergency* necessitating closure of the college and/or suspension of classes, any provisions of this agreement conflicting with the necessary emergency procedures shall be suspended for the duration of the emergency. The District shall, within one (1) day or as soon as is physically possible, meet with Association representatives and attempt to reach an agreement on which sections of this agreement are affected and for what duration.

*Extreme emergency shall mean sudden and unexpected calamities such as earthquake, fire, flood and other occurrences which interfere with normal operation of the college.

II C2.

In cases of financial emergency, any provisions and terms of this agreement affected by reduction in funding to the District shall be suspended and reopened for negotiation when the District files public notice that current operating standards cannot be met and stipulates the amount of reduced funds.

ARTICLE III: ASSOCIATION RIGHTS

III A.

The Association and its members shall have the right to nonexclusive use of school facilities and equipment (excluding vehicles) at reasonable hours, including evening hours, subject to the established sign-up procedures and regulations, for Association business when such facilities are not otherwise in use.

III B.

The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards. At least one of reasonable size shall be provided in areas frequented by Unit Members. The Association may use the District mail service and teacher mail boxes for communications to Unit Members. When requested, notification shall be given to the Superintendent/President as material is posted for the purpose of informing Association members and/or non-members of Association-related issues, concerns, and positions as well as the dates, times and agenda of formal Association meetings.

III C.

Authorized representatives of the Association shall be permitted to transact Association business on school property at any time as long as there is no interference with the normal operation of the College. At the request of the Superintendent/President, the Association shall provide advance notice, in writing, of all Association meetings.

III D.

Any Unit Member who is a member of the Association, or who has applied for membership, may sign and deliver to the District a written statement authorizing deduction of unit membership dues in the Association. Such authorization shall continue in effect from year to year unless revoked in writing. Pursuant to such authorization, the district shall deduct one tenth (1/10) of such dues from the regular salary warrant of the Unit Member each month for ten (10) months. Deductions for Unit Members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

III E.

The District shall not be obligated to deduct any amount from the Unit Member's pay which shall be used for political contributions.

III F.

With respect to all sums deducted by the District pursuant to authorization of the Unit Member, the District will remit such monies to the California Teacher's Association accompanied by an alphabetical list of Unit Members from whom such deductions have been made, and indicate any changes in personnel from the list previously furnished.

III G.

The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

III H.

Upon appropriate written authorization from the Unit Member, the district shall deduct from the salary of any Unit Member and make appropriate remittance for annuities, credit union, approved charitable donations, or any other plans or programs jointly approved by the Association and the District. A Unit Member who continues an assignment or employment with the District will be permitted to change the amount of such deductions once a year on date(s) mutually agreeable to the District and the Association.

III I.

The Association has the right to act as a grievant under the Grievance Article of this Agreement, except as provided in V-B1.

III J.

The Exclusive Representative of the unit has the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent such matters are within the discretion of the District and the law.

ARTICLE IV: SAFETY CONDITIONS OF EMPLOYMENT

IV A. Enforcement Authority

The requirements for safe working conditions are established and maintained under the California Occupational Safety and Health Act of 1973 (CAL/OSHA). Enforcement and rule-making authority is lodged with the Department of Industrial Relations. The Division of Industrial Safety has jurisdiction for inspection and the enforcement of standards; therefore, any disputes arising relating to Unit Member safety will be exempted from the grievance process.

ARTICLE V: GRIEVANCE PROCEDURES

V A. Definitions

V A1.

A "grievance" is a formal written allegation submitted on a mutually approved form by a grievant that the grievant has been adversely affected by a violation, misinterpretation or misapplication of provisions of this agreement.

V A2.

A "grievant" is a Unit Member or the Association filing a grievance herein.

V A3.

A "class action grievance" is a consolidation of several similar grievances into a single grievance. All grievants to be included will make their own written allegation and each will independently go through Level I and each will authorize such consolidation and agree to abide by that outcome. A class action grievance may be filed by the Association at Level II of the Grievance Procedure. At least one of the grievants shall be in attendance at each level of the class action procedure.

V A4.

A "Day" for the purpose of this Article, refers to any day as defined in Article VII A11. Since a "day" must fall within the work year of a unit member, any day not included in the unit member's work year shall not constitute a "day" in grievance procedures. However, if a unit member initiates grievance procedures with ten (10) days or less remaining in the work year, the grievance process shall proceed following the timelines for the normal work year. However, the grievance process may be suspended until the beginning of the following work year, should both the grievant and district agree in writing to do so.

V A5.

"Management Supervisor" or "Appropriate Dean" refers to the management employee who has immediate jurisdiction over the grievant.

V A6.

Time limits provided for at each level shall begin the day following receipt of the grievance appeal or written decision.

V B. Purpose

V B1.

Nothing contained herein shall be construed as limiting the right of any Unit Member having a grievance to discuss the matter informally with any appropriate member of the Administration and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this agreement. The District shall not agree to a resolution of the grievance until the exclusive representative has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response.

V B2.

Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level shall be maximums and every effort shall be made to expedite the process. The time limits may, however, be extended by mutual agreement.

V C. Informal Level

The grievant shall attempt informal resolution of a grievance in conference with the appropriate dean prior to initiating a grievance.

V D. Level I

V D1.

Within twenty (20) days after the alleged occurrence of the act or omission giving rise to the grievance, the grievant must present the grievance in writing on the appropriate District form to his/her appropriate dean. The grievance should be a clear, concise statement of the issue, the specific Article or Section of this agreement violated or misinterpreted, the circumstances involved, the date of any informal conference and the specific remedy sought. (See Appendix A)

V D2.

Within ten (10) days after a grievance is filed, a conference must be scheduled if requested by either party. At the conference either party may be accompanied by an advisor or representative.

V D3.

The appropriate dean's decision shall be communicated in a clear, concise written statement to the Unit Member and the Association within fifteen (15) days after receiving the grievance.

V E. Level II

V E1.

In the event the grievant is not satisfied with the Level I decision, the grievant may, within ten (10) days, appeal the decision to the Superintendent/President or his designee on the appropriate District form. This appeal shall include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reason(s) for the appeal.

V E2.

Within five (5) days after the appeal is filed, a conference must be scheduled if requested by either party. At the conference either party may be accompanied by an advisor or representative. The conference shall be held at a time which would not interfere with normal operations of District.

V E3.

The Superintendent/President or designee shall communicate in a clear, concise written statement a decision to the Unit Member within fifteen (15) days after receiving the grievance.

V F. Level III (Optional Mediation)

V F1.

If the grievance is not satisfactorily resolved at Level II, the parties may mutually agree to non-binding mediation within 15 working days after receiving the Level II response.

V F2.

Within twenty (20) days after the parties have agreed to mediation, the association and the District shall attempt to agree upon a mediator. If they are unable to agree upon a mediator, the parties shall mutually request assignment of a mediator from the State Conciliation and Mediation Service.

V F3.

The mediator shall meet with the grievant (the Association shall be included only if the grievant has determined to allow intervention of the association) and the District for the purpose of resolving the grievance.

V F4.

Either party may terminate the optional mediation process at any time.

V F5.

If a resolution is achieved through the use of the mediation process, both parties shall sign a written statement to that effect, waiving the right to any further appeal of the grievance and thereby terminating the grievance.

V F6.

If the mediation does not successfully resolve the dispute, the Association may within ten (10) days of the termination, proceed to Level IV.

V G. Level IV Binding Arbitration

V G1.

If the grievance is not suitably resolved at Level II or Level III the Association may, within 30 days submit the matter to the American Arbitration Association (AAA) for binding arbitration.

V G2.

AAA shall be requested to submit a list or lists of arbitrators to the parties for their selection of an impartial arbitrator; and if no mutually acceptable selection is made by the parties after the elimination of the second list, AAA shall appoint the arbitrator in accordance with its rules then obtaining.

V G3.

The decision of the arbitrator shall be final and binding upon the parties, but the arbitrator shall have no authority to add to, subtract from or modify this agreement.

V G4.

Binding arbitration is subject to the following conditions:

1. shall not apply to any matter the District is defending in a civil proceeding
2. shall not apply to any salary issues that have been previously negotiated
3. the party that does not prevail in the arbitration shall pay 100% of the cost of the arbitrator
4. If settlement is reached during the pendency or arbitration proceedings, the costs shall be divided equally.
5. each party shall bear its own costs of presenting its case to the arbitrator.

If the procedure is not completed within the specified time by the appropriate management level handling it, the grievant may proceed to the next level.

V G5.

This level represents the final step in the grievance procedure. Completion of this step constitutes exhaustion of internal administrative remedies under this agreement.

V G6.

No reprisals of any kind will be taken by any Unit Member or representative of the Administration or the Board or by the Association against any grievant, any member of the Association, or any member of management, Trustee or other participant in the Grievance procedure by reason of such participation.

V G7.

When it is necessary for a representative designated by the Association to attend a grievance meeting or hearing during the work day, he/she shall, upon notice to the Superintendent/President by the Association President, be released without loss of pay in order to participate in the ongoing activities. Every effort shall be made to schedule meetings and hearings at times which would not interfere with normal operations of District. Any Unit Member who is requested to appear in such scheduled meetings or hearings as a witness will be accorded the same right.

ARTICLE VI: UNIT MEMBER RIGHTS

VI A.

The District and Association recognize the right of a Unit Member to form, join, and participate in lawful activities of the Association and the equally alternative right of a Unit Member to refuse to form, join, and participate in Association activities.

VI B.

A Unit Member shall have the right to informally discuss any personal grievance with any appropriate dean and to have the grievance adjusted without intervention by the Association provided that the adjustment is consistent with the terms of this Agreement.

VI C.

A Unit Member shall retain the right of self-representation in matters of grievance without intervention by the Association provided that all conditions of Article V on Grievance Procedures are met.

VI D.

It is mutually understood that the District shall not implement any proposed resolution reached with a Unit Member grievant until the Association has been provided a copy of the grievance and a copy of the proposed resolution and after which said Association has had five working days to file a written response. It is further mutually understood that the written response from the Association shall in no way intervene in the implementation of the proposed resolution if said resolution is consistent with the terms of this agreement and in conformance with applicable laws. Absence of a written response from the Association on any specific proposed resolution within the stipulated time period shall be construed to mean that the terms of Paragraph VI D have been waived by the Association but only to the extent to which the proposed resolution responds.

ARTICLE VII: SALARY REGULATIONS, COMPENSATION AND BENEFITS

VII A. Definition of Terms

VII A1.

"Degree" refers to earned degrees in an accredited college or university.

VII A2.

"Unit" refers to semester units from an accredited college or university.

VII A3.

"Bachelor's Degree" means an earned Bachelor of Science or Bachelor of Arts Degree or equivalent from an accredited institution.

VII A4.

"Master's Degree" means any earned Master of Science or Master of Arts, or Master of Fine Arts Degree or equivalent from an accredited institution.

VII A5.

"Accredited Institution" means a regionally accredited college or university.

VII A6.

"Semester Unit" means one semester hour of credit from an accredited institution. Transcripts indicating quarter hour credit will be evaluated in semester hour equivalents, with one (1) quarter-hour equaling two-thirds (2/3) semester hours.

VII A7.

"Upper Division Courses" are those certified by an accredited institution as junior and senior level. Any graduate course would be considered equal to or superior to any upper division course.

VII A8.

"Prior Teaching Experience" means each year of prior teaching experience for credit must equal at least seventy-five (75) percent of the academic year.

VII A9.

"Transcript" is a documentary record of completed academic work certified by a notarized signature or institutional seal and received by mail in the Human Resources Department from an institution.

VII A10.

"The Salary Schedule" refers to the two permanent full-time instructional and non-instructional salary schedules established to determine the rate of pay for unit members who fulfill the contract requirements of the work year as defined below. (See Appendix B)

VII A11.

"Work Year" refers to the number of days or hours (for non-teaching faculty) required each year to meet the minimum daily attendance requirement of one hundred seventy-six (176) service days for ten-month employees as represented in the negotiated and ratified calendar and 1232 or 1372 hours for non-instructional faculty. When school is closed due to factors which in the opinion of District are beyond its control and request for exemption is denied by the State, and the State requires that the day be made up, the scheduling of the "make-up" day will be coordinated with the bargaining unit and will be considered to be within the normal work year.

VII A12.

"Ten-Month Employee" refers to any Unit Member who is full-time instructional faculty for the established work year as defined above. "1232 or 1372 hours Employee" refers to any Unit Member who is full-time non-instructional faculty for the established work year as defined in VII A10 and A11 above.

VII A13.

"Per Diem Rate" refers to the daily rate of pay for a Unit Member calculated by dividing the Unit Member's annual salary for the work year by the number of days the Unit Member is required to render service to the District under this agreement.

VII A14.

"Hourly Rate" for ten month employees will be the Unit Member's annual salary divided by the number of service days in the work year (see VII A.11.) divided by the number of hours in the workday (6 hours for teaching faculty). The hourly rate for 1232 and 1372 hour employees is contained on their respective salary schedules.

VII A15

"Salary Advancement Committee" refers to a four (4) member committee consisting of 2 Association Representatives selected annually by the Association and two (2) District Representatives. All business of this committee will be conducted by majority vote.

VII B. Initial Salary Placement

VII B1.

New hires and rehires may be placed on steps one (1) through five (5) based on experience directly related to the position being filled. In some circumstances step (5) may be exceeded in the placement on the salary schedule if the District determines an extraordinary need or circumstances warrants the placement.

VII B2.

The Salary Advancement Committee shall consider and recommend to the Superintendent/President or designee:

VII B2a.

The amount of credit to be granted for formal education, or its equivalent, shall be used to determine initial level placement on the salary schedule.

VII B2b.

The amount of credit for teaching, counseling or librarian experience, or its equivalent, shall be used to determine the number of steps to be granted for initial placement on a salary step. In order to be granted a step the Unit Member must have served at least 75% of an academic year.

VII B2c.

"Equivalent Credit" may be considered by the Salary Advancement Committee for work experiences, competency based experiences, research and any post-graduate units earned, but not counted for the Master's Degree credential. The Unit Member must request in writing that consideration be given to such areas. When requests for salary advancement are made for equivalent credit, the Committee may recommend such credit if both the Unit Member and the Committee have made reasonable efforts to obtain approval for units from an accredited institution of higher learning for the above stated areas, and neither have been successful. After the Superintendent/President approves the request for "equivalent credit" and makes a recommendation to the Trustees, they shall consider such exceptions and may establish a principle or guideline

which can be applicable to similar requests without further attempts to obtain approval from an accredited institution of higher learning.

VII C. Salary Schedule Advancement After Initial Placement

VII C1.

Promotions

Promotions for faculty result after the completion of the appropriate number of additional units. In any one academic year a Unit Member can move either an experience step, or a level, when sufficient units have been completed, but not both.

Annual Step Movement

A Unit Member will not receive an experience step in an academic year in which a promotional level step is taken, after an appropriate number of approved units have been completed.

The Board of Trustees may take action to hold everyone at their current step due to fiscal considerations. Such action will be taken within 30 days of adopting the final budget (which normally follows within thirty days of the State budget being adopted).

Additional Compensation

Additional compensation for Unit Members shall be negotiated with the Association through the bargaining process. The District and the Faculty Association agree to negotiate the appropriate compensation for the additional duty assignment.

Credit for Salary Advancement after Initial Placement

There is no limit to the number of units a member can earn for the purpose of salary advancement during an academic or calendar year, provided the units taken have the prior approval of the Salary Advancement Committee. However, to enter the doctoral degree level, the unit member must have earned a doctoral degree. Also, to advance into or beyond the master's degree level, the unit member must have earned a master's degree.

Level and step advancement shall occur July 1 for a Unit Member employed during summer school months and beginning of fall semester, or prior to the fall semester, for others, provided due and proper notice is given to the Human Resources Department as indicated in the procedures of this Article. A Unit Member may advance up to two levels per fiscal year except:

VII C1a.

An earned Doctoral Degree shall place the Unit Member on the appropriate level.

VII C1b.

All approved units earned during any long-term professional development or other leave shall be added to any earned during other periods of the same fiscal year and to any accumulated, and the total shall be credited for the following annual pay period not to exceed a two-level (2) move in any one (1) fiscal year.

VII C1c.

All approved units earned during the period between the time a Unit Member is released from employment from the District due to program reduction and the time of rehire on a preferential recall basis as a full time Unit Member shall be used to place the Unit Member on the salary schedule at a rate not exceeding a two-level (2) advancement from the previously held position.

VII C2.

A Unit Member may have credited for salary schedule advancement one (1) step for each year of employment until reaching the last step in the level. A Unit Member who is hired after the beginning of the Fall semester of an academic year but has fulfilled at least seventy-five percent (75%) of a full year contract, based on either days or teaching load, shall be advanced to the next step as if a full year's service to the District has been fulfilled. Step advancement shall take place July 1 for a Unit Member employed on the salary schedule during summer

months and at the beginning of each Fall semester for a Unit Member not employed during the summer.

VII C3.

Quarter units are converted to semester units by multiplying the quarter units by two-thirds (2/3). If this multiplication results in a number with a fraction of more than one-half (1/2), the number shall be rounded off to the next whole number when calculating units for level advancement.

VII C4.

The Salary Advancement Committee shall consider and recommend on the acceptability of and number of units proposed by individual Unit Members toward salary level advancement based on the following criteria:

VII C4a.

Only those classes that can be clearly demonstrated to directly enhance a unit member's teaching or assigned area shall be considered. No more than half of the twelve (12) semester units necessary to advance a level on the salary schedule may be at the lower division undergraduate level. Education extension credits shall not be considered for purposes of salary advancement unless the institution issuing the units will accept the units in its own degree program(s).

VII C4b.

Units that would apply to an advanced degree in the Unit Member's teaching or assigned teaching area.

VII C4c.

Units that would apply to an advanced degree not in the Unit Member's teaching or assigned teaching area but which can be clearly demonstrated as being a direct enhancement to said area or areas.

VII C4d.

"Equivalent credit" may be considered by the Salary Advancement Committee as described in Section VII B2c of this Article.

VII C5.

All Unit Members shall observe the following procedures in order to be considered for salary level advancement:

VII C5a.

On or before June 1, a Unit Member must request advancement in writing and provide proof of eligibility to the Human Resources Department in order to advance on the salary schedule for the next fiscal year.

VII C5b.

If units earned during the upcoming summer session are to be used in qualifying for advancement, the Unit Member must indicate in writing to the Human Resources Department the institution to be attended, course title, number of semester units to be earned, and dates of attendance.

VII C5c.

Proof of successful completion of all summer work must be submitted no later than September 1. A grade slip or signed statement from the institution's instructor will be accepted in lieu of a transcript. However, transcripts must be submitted as soon as possible and, in any case, no later than November 1.

VII C5d.

A Unit Member will advance to the next higher level on July 1, if all work has been completed and verified by June 15. If units are completed subsequent to June 15, advancement will be made beginning Fall semester, provided that all of the above conditions have been met.

VII C5e.

A Unit Member may advance to the next higher level beginning of Spring semester if all work has been completed and verified by January 15 of that academic year.

VII C5f.

Proof of successful completion of all work subsequent to beginning of Fall semester must be submitted no later than January 15. A grade slip or signed statement from the institution's instructor will be accepted in lieu

of a transcript. However, transcripts must be submitted as soon as possible and, in any case, no later than April 1.

VII C6.

The Human Resources Department shall provide each Unit Member by beginning of fall semester of each year, or as near as possible, his/her current level and step placement and salary. Upon written request, the Human Resources Department shall provide the Unit Member a statement of units on file within five (5) working days.

VII D. Course Approval

A Unit Member may seek approval after course work is completed without penalty. However, when requests are made by Unit Members to the Salary Advancement Committee for past approval, a unanimous vote by the members of that committee shall be necessary for credit to be granted.

VII E. Compensation

A unit member will be paid according to the Salary Schedule adopted by the Board of Trustees and agreed to by the Faculty Association. Compensation shall include: salary, step, statutory-fringe impact, health and welfare, and additional costs as related to this Agreement.

VII F. Fringe Benefits

The District shall make available to all eligible employees and their eligible dependents, health insurance, dental insurance, life insurance, and a vision plan. All of an employee's eligible dependents must be enrolled in the same health, dental, and vision plans and may not be enrolled as dependents by more than one District employee.

The District shall contribute on behalf of each full-time unit member an amount not to exceed that shown in Appendix C annually toward the existing health, dental, life insurance, and vision plans. In the event the amount of the premiums exceeds the maximum District contribution for any participating unit member, the unit member shall pay the difference through payroll deduction.

ARTICLE VIII: HOURS OF EMPLOYMENT AND WORK LOAD

It is the philosophy of the District and the Association, as professional educators, to consider all factors involved in determining work load in such a way as to allow flexibility while tending to cause all work loads to be equitable. Factors to be considered by each Unit Member and the appropriate dean in establishing a "Standard Work Load" include number of hours taught or assigned, type of class taught, number of office hours, number of preparations, number of "extended day" assignments, the ratio of Weekly Student Contact Hours to Full Time Faculty Equivalent (WSCH/FTE), reduction of work load, extended campus assignment(s), district facilities management and other duties and responsibilities related to the Unit Member's specific assignment. Each Unit Member shall extend professional responsibility to serve on committees, attend general faculty meetings called by the Administration, attend instructional area meetings, support and promote the student activities program, participate in graduation ceremonies, and on non-teaching duty days assist with registration to the extent necessary and perform other related professional duties. In keeping with the preceding philosophy, the following general guidelines are herein established for the Unit Member and the appropriate dean to use in arriving at a "Standard Load." Should any Unit Member be unable to agree with the appropriate dean, Unit Member is free, without fear of any recrimination, to take the issue to the Superintendent/President and ultimately to the Board of Trustees.

VIII A. Days and Hours of Service

Full-time Unit Members shall be available for instructional assignments Monday through Friday of the academic calendar and shall be required to perform professional services in accordance with the following schedule:

<u>Contract Length</u>	<u>Days of Service/Work Year Hours</u>
<u>Instructional Faculty</u>	<u>176 days of service</u>
<u>Non-instructional Faculty</u>	<u>1232 or 1372 hours of service (See VII A11)</u>

This shall include Instructional Improvement Activities Days as described in section VIII B.8. of this article.

VIII A1.

Non-instructional Faculty shall coordinate their 1232 or 1372 work year hours of service with their respective Deans, who will approve each proposed schedule in consultation with the unit member. Schedules will be developed to support student needs and instructional activities.

VIII A1a.

Counselors must be available 35 hours per week which shall include up to 7 hours of desk time per week. The 35 hour work week including the 7 hours of desk time are for the performance of duties which include but are not limited to: student appointments, walk-in counseling, department meetings, shared governance committee assignments, and special projects.

VIII A1b.

Counselor preferences for non-duty days shall be determined on a rotating basis initially established by seniority. The rotation of counselors initially placed by seniority shall occur at each of the District locations, namely the Menifee campus, the San Jacinto campus, the Temecula campus and the Banning campus. Two-thirds of the number of full-time counselors at the Menifee campus and the San Jacinto campus shall be available and on duty at any time.

The rotation system at each campus shall start with the non-instructional counselor with the greatest seniority (longest continued full-time tenure track employment in the District) who shall be given the opportunity to select up to fifteen (15) consecutive non-duty days (the number of days shall be prorated during the District's summer 4/10 schedule). Once the non-duty days have been selected, the next counselor may make his/her selection. In each subsequent year, the non-instructional counselor who had first opportunity in the prior year to select non-duty days, will be placed at the bottom of the rotating list with the person immediately next allowed to select first in that year. The rotation system will be coordinated by the dean to ensure compliance with this provision.

VIII A1c.

Counselors may take twenty (20) consecutive non-duty days during non-peak counseling months of September, October, February, March and April. All non-duty days will be coordinated and approved by the area dean.

VIII A2.

The academic calendar beginning and ending dates shall be bargained at the negotiating table annually by May 1st of each year. The calendar dates subject to negotiation will be the next succeeding 3rd year calendar providing the next two years have already been agreed upon. Otherwise any calendar dates within the next three year period that have not been agreed upon will be negotiated as well. Negotiations on the beginning and ending dates will proceed only after both the District and the Association have received input from the College Council.

VIII A3. Non-Teaching Hour

A non-teaching hour shall be equivalent to one (1) clock hour of assigned time during which non-classroom instructional responsibilities are discharged by a Unit Member.

VIII A4. Teaching Assignments**VIII A4a.**

A Lecture Class refers to any class defined as a "Lecture" class in the most current, published District college catalog or District Course Outline of Record file.

VIII A4b.

A non-lecture class refers to any class defined as a "Laboratory" class in the most current District college catalog or District Course Outline of Record file.

VIII A4c.

A Special Projects Class, Honors, or a Directed Study Class refers to any class defined as a "Special Project," "Honors" or "Directed Study" class in the most current District college catalog or District Course Outline of Record file. For special projects and honors courses, the instructor shall be paid \$50.00 per student, up to a maximum of \$250.00 per class. Those

classes with only Honors students enrolled shall be considered part of the instructor's standard work load.

VIII A5. Non-Teaching Assignments

A non-teaching assignment shall consist of non-teaching hours that do not relate to a specific teaching assignment.

VIII A6. Weekly Student Contact Hours (WSCH)

A Weekly Student Contact Hour shall be one hour of contact time per student enrolled in a class per week, per semester of a work year. The total number of weekly student contact hours (WSCH) for the institution is determined by the summation, over each class, of the total number of students enrolled in an assigned class multiplied by the number of teaching contact hours per week, per semester of a work year.

VIII A7. Full Time Equivalent

Full-Time Equivalent (FTE) shall be the equivalent of one Unit Member who is assigned a Standard Work Load.

VIII A8. Weekly Student Contact Hours - to - Full Time Equivalent Ratio (WSCH/FTE)

Weekly Student Contact Hours - to - Full Time Equivalent Ratio shall be the value derived by calculating the WSCH per Standard Teaching Work Load of a Unit Member with a teaching assignment, for the first and second census of a semester, then arriving at the average for same.

VIII A9. Standard Work Load

A standard work load shall be the entire assigned duties and responsibilities of a Unit Member whether teaching or non-teaching that represents a full work load.

VIII A10. Standard Teaching Work Load

A standard teaching work load shall be the number of teaching contact hours a Unit Member shall be required to maintain per week, per semester during the work year.

VIII A11. Standard Non-Teaching Work Load

A standard non-teaching work load shall be the number of clock hours a Unit Member is required to maintain per week, per semester for a non-teaching assignment.

VIII A12. Overload

An overload assignment shall occur whenever a Unit Member accepts an assignment during a work year that involves providing to the District an additional service which is similar to that rendered by said Unit Member but beyond a standard work load as established for the semester in which the additional assignment is offered.

VIII A13. Extra Assignment

An extra assignment shall occur whenever a unit member accepts an assignment as an addition to a standard work load of said unit member, that involves providing to the District a service which is not similar to that rendered by said Unit Member as established for the semester in which the extra assignment is offered.

VIII A14. Split Location Assignment

A split location assignment is one which requires a unit member to perform his/her standard workload at two or more work sites within the same work day.

VIII A15. Reassigned Time

The curriculum committee shall be allocated 40% reassigned time each semester.

VIII B. Workweek and Duties

The standard work load as defined in this Article includes the scope of assigned teaching and non-teaching duties of a Unit Member, except wherein specifically established in this Article as not being a part of a Standard Work Load. Furthermore, nothing except in Paragraph VIII G (overload assignment) of this Article shall constrain a Unit Member from volunteering to perform additional service without compensation from the District.

Full-time Unit Members shall be available for instructional assignments five (5) days per week, Monday through Friday, although teaching assignments may be less than five (5) days per week. Saturday duties shall only be by mutual agreement between the Unit

Member and the District. Full-time Instructional Unit Members shall work 30 hours per week to perform those tasks related to their assignments. Said tasks shall include the following Representative Duties as outlined in VIII B 2.b.

VIII B1. Standard Teaching Work Load Schedule

It is mutually understood that in establishing a standard teaching work load schedule, every effort shall be made to consider the following:

VIII B1a.

The number of extended day assignments for each Unit Member shall be kept to the minimum.

VIII B1b.

The teaching day for each Unit Member shall be no more than nine (9) consecutive hours from the beginning of the first assigned class through the end of the last assigned class.

VIII B1c.

There shall be not less than twelve (12) consecutive hours of elapsed time between the end of the last assigned class on one day, and the beginning of the first assigned class on the following day.

VIII B1d.

A Unit Member's assigned schedule shall be limited to no more than forty (40) percent of a standard teaching load per day, or no more than eight (8) non-teaching hours per work day.

VIII B1e.

In developing a Unit Member's assignment schedule, the number of course preparations per semester shall be considered.

VIII B1f.

Effective September 1, 1988, Unit Members shall not be required to teach classes at sites ten (10) or more miles from the San Jacinto campus, unless specifically hired full-time for such an assignment. Unit Members may voluntarily accept assignments off-campus as they see fit. It is further mutually understood that departures from these guidelines may be

necessary to complete the Standard Work Load of a Unit Member and may be implemented only after a reasonable effort has been made by the Unit Member and the appropriate dean to conform to the guidelines, or in the event that the Unit Member has agreed in writing to an exception.

VIII B2. Standard Teaching Work Load Assignments

A standard teaching workload shall be equivalent to 15 lecture contact hours. The ratio of lecture to non-lecture contact hours shall be 15 lecture hours to 20 non-lecture hours.

The teaching load for a unit member shall be the contact lecture hours taught plus any non-lecture contact hours multiplied by 15/20.

VIII B2a.

If a Full-time (100%) Instructional Unit Member's work load falls to less than full-time in an academic year; he/she must either accept an additional teaching assignment or a non-teaching assignment equivalent to the reduction in load during that same academic year. For example, if a unit member's fall semester load is 12 semester units their minimum load for the next spring semester must equal 18 semester units, exclusive of overload, in order to equal 30 lecture equivalent hours. If a complete teaching load is not possible then an equivalent non-teaching assignment will be assigned. Such assignment will be developed by consultation between the unit member and the area administrator.

VIII B.2.b. Classroom preparation and instruction

The District shall make reasonable effort to limit a Unit Member's assignment to no more than three (3) preparations, excluding labs. Non-instructional Unit Members shall perform those responsibilities as identified and negotiated in the contract as Representative Duties.

VIII B.2.b (1) Meeting with students during posted office hours

VIII B.2.b (2) Maintaining accurate grade and attendance records of students

VIII B.2.b (3) Preparing and submitting proper reports

VIII B.2.b (4) Attending scheduled faculty and division/department meetings

VIII B.2.b (5) In addition, Unit Members shall select other tasks as part of the workweek, including, but not limited to, the following:

VIII B.2. (5) a. The development, implementation, and evaluation of the instructional program, i.e. selection of textbooks, course and curriculum revisions, use of appropriate instructional techniques, test preparation, budget preparation, and teaching assignments

VIII B.2.b (5) b. The advisement of students in course selection, academic achievement, and career planning within the Unit Member's discipline

VIII B.2.b (5) c. Participation in the selection of academic and classified staff

VIII B.2. (5) d. Participation in college and division/department committees

VIII B.2.b (5) e. Participation in staff development programs, advanced study or related work experience, and attendance at conferences

VIII B.2.b (5) f. Participation in the active recruitment of students

VIII B.2.b (5) g. Performance of college-related services in the community

VIII B.2.b (5) h. Articulation with high schools and transfer institutions (may include campus visits)

VIII B.2.b (5) i. Providing job placements for students

VIII B.2.b (5) j. Participation on advisory committees

VIII B.2.b (5) k. Participation in co-curricular activities on and off campus

VIII B.2.b (5) l. Participation in the accreditation process

VIII B.2.b (5) m. Participation as a speaker in the community

VIII B.2.b (5) n. Assisting in the planning of facilities

VIII B.2.b (5) o. Such other tasks shall be selected in writing with a copy submitted to the appropriate Dean prior to the start of each semester.

VIII B.2.c

Included in these activities shall be the assigned teaching load in accordance with section B2 of this article.

VIII B.2.d

Job descriptions for 100% special assignments shall be available in the Human Resources Office.

VIII B.2.e

The 30 hour workweek shall be exclusive of overload or any other extra-duty agreement.

VIII B. 2.f

Teaching assignments may consist of day and/or night classes, in accordance with the District approved schedule. The teaching day shall not begin earlier than 8:00 am and will not go beyond 10:00 pm, Monday through Friday unless other times are mutually agreed to by the Unit Member and the District.

VIII B. 2.g

Class hour is defined as 50 minutes.

VIII B3. Review of Work Load

Upon request to the District, the Association may review the work load of any Unit Member and recommend adjustments to the District.

VIII B4. Standard Non-Teaching Load

The number of assigned non-teaching hours for non-teaching assignments shall be established as follows:

VIII B4a. Counselors, Coordinators and Librarians

The work schedule consisting of 1232 hours (equivalent to 176 days) or 1372 (equivalent to 196 days) shall be prepared by the unit member in consultation with the immediate supervisor and approved by the District. (Each work schedule must have a contract beginning and ending date for the academic year in order to determine overload or per-diem days).

In approving a work schedule, management shall take into consideration: Staffing coverage, peak times, and other assignments that lead to an appropriate work schedule. A flexible schedule of more or less than seven (7) hours shall take into consideration the needs of the District and the employee. However, a work schedule shall not be assigned that exceeds ten (10) hours in any given day. Counselors normal work hours may range from four (4) to ten (10) hours in any day. However, under exceptional and extraordinary circumstances, management may provide written approval for work hours in a particular day which exceed ten (10) hours, but in no event more than twelve (12) hours.

VIII B4b. Other Non-Teaching Assignments

Other non-teaching assignments shall be based on a forty (40) clock hour work week, per semester, in a work year.

VIII B5. Combination of Assignments

The standard work load for a Unit Member whose assignment consists of a combination of teaching assignments or a combination of non-teaching assignments, or a combination of non-teaching and teaching assignments, shall be established on a pro rata basis (load percentage) consistent with provisions in this Article. (For example non-teaching faculty members teaching a 3 unit lecture class will have their workload consist of 20% teaching and 80% non-teaching or 3 lecture hours of teaching with office hours/etc. and 28 hours in their primary non-teaching assignment per week.)

VIII B6. Office Hours

VIII B. 6. 1.

Instructional Unit Members shall maintain office hours convenient to both the needs and schedules of their students.

VIII B. 6. 2.

Unit Members whose teaching assignments are on campus shall be available for at least five (5) clock hours per week. These hours shall be posted on or adjacent to the Unit Member's office door, on the classroom door, or on a place convenient for students to see. Each Unit Member shall retain the right to reschedule office hours as necessary, provided the hours meet the needs of the students, a revised schedule is posted, and the appropriate Dean is notified.

VIII B. 7:

For Instructional Faculty (Unit Members providing classroom instruction during the regular academic year), a full (100%) load shall be the equivalent of 30 hours: 15 Lecture Equivalent Hours five (5) Office hours and ten (10) preparation and professional responsibility hours as identified in the Representative Duties in VIII B.2.b. This shall be referred to as a standard work load.

VIII B. 8. Instructional Improvement Activities

The district will observe four (4) days for instructional improvement. Of these four days one (1) day shall be collaboratively planned and shall be mandatory.

VIII C. General Provisions

VIII C1.

Each Unit Member shall meet with classes as assigned unless an alternate plan is approved by the appropriate supervisor as far in advance as possible.

VIII C2.

Each unit member shall serve on at least one (1) committee each year. No Unit Member shall be required to serve on more than one (1) major committee or task force as assigned by the Academic Senate or the Superintendent/President.

VIII C3.

Each Unit Member, as a condition of employment, shall be present at all college commencement exercises unless permitted otherwise by the Office of Superintendent/President or his designee.

VIII C4.

Workload forms shall be made available by the District and shall be completed jointly by each Unit Member and approved by the management supervisor for each semester. Such forms shall include all instructional and non-instructional hours, and any other assigned duties. Where the Unit Member voluntarily selects an option, signature on the work load form shall constitute the Unit Member's consent to do so without extra credit or compensation.

VIII C. 5

Any Unit Member whose assignment does not meet the above classifications (i.e. those with reassigned or release time not covered in this contract) shall have their contract negotiated by the Association and District on an individual basis (in order to maintain the integrity of this contract).

VIII D. Adjustment to Standard Work Load

VIII D1. Assigned Time.

Should a Unit Member have overload duties and responsibilities associated with assignments such as directing a performance group, an intercollegiate athletic team, a recurrent college publication, student activities, or a part-time coordinator, then that Unit Member shall be credited with additional hours which are commensurate with the assignment. Up to a maximum of fifty percent (50%) of a "standard load," as determined by the appropriate dean, shall be credited to the load assignment of said Unit Member unless the Unit Member's job description states otherwise. Such credit shall be granted in the semester in which the activity is assigned unless it is not possible or practical to do so, in which case adjustments in load shall be made within the next semester.

VIII D2. WSCH/FTE Ratio

VIII D2a.

A Unit Member's WSCH/FTE ratios shall be examined with consideration given for limitations due to law, facilities, equipment, supplies, scheduling difficulties, or other limitations beyond the Unit Member's control.

VIII D2b.

A Unit Member may be required to assume an additional assignment as part of a Standard Work Load within the next two (2) semesters following the semester in which his/her WSCH/FTE ratio is established to be less than seventy percent (70%) of the average WSCH/FTE ratio of the institution.

VIII D2c.

The WSCH/FTE ratio shall be established by calculating the average of the WSCH/FTE over the first and second census period of a semester.

VIII D2d.

Any teaching assignment arising from Paragraph VIII D2 shall not exceed three (3) lecture hours or five (5) non-lecture weekly contact hours or any equivalent combination thereof.

VIII D2e.

Paragraph VIII D2b shall not exceed the prorated non-teaching portion of a standard work load assignment involving a combination of teaching and non-teaching assignments.

VIII D2f.

The affected faculty in the instructional area shall be consulted before changes in a Unit Member's work load are implemented.

VIII D3. Incomplete Teaching Work Load

A Unit Member shall (when in any one semester, for any other reason except as provided for elsewhere in this Article, does not have a Standard Teaching Work Load):

VIII D3a.

Accept an additional teaching assignment during the following semester, equivalent to the reduced teaching work load; or

VIII D3b.

Accept a non-teaching assignment during the semester of occurrence or that which immediately follows as mutually determined by the Unit Member and the appropriate dean, provided such assignment shall be equivalent to the reduced teaching load and appropriate and meaningful to the instructional program or for the good of the college. The Superintendent/President shall determine the assignment in the event agreement cannot be reached between the Unit Member and the appropriate dean as to the assignment which is intended to remedy the incomplete teaching work load.

VIII E. Teaching Work Load Credit System

A Unit Member may elect to accept an additional teaching assignment, above the Standard Teaching Work Load to be credited for future use as provided below. Such credit may be accumulated to a maximum of forty (40) percent of a Standard Teaching Work Load at any one time. Such credit may be used for:

VIII E1.

A reduced load in a subsequent semester, not to exceed twenty (20) percent of a standard teaching work load in any given semester, or

VIII E2.

Work load credit may be used when a class does not meet enrollment requirements and is canceled, not to exceed twenty (20) percent of a Standard Teaching Work Load in any given semester. Such credit may be used only for reasons stated above and such credit must be used within the two (2) semesters immediately following the one in which the credit was earned. If the credit is not used within two (2) semesters immediately following the one in which the credit was earned, unit members will be

paid the accumulated load at the current overload rate in place at the time the cash payment is made to the unit member.

VIII F. Extra Assignment

A Unit Member may elect to accept a District offer for an extra assignment at any rate of compensation which is determined between the District and the Unit Member, provided the extra assignment is in no way construed to be an assignment within the Standard Work Load of the Unit Member.

VIII G. Overload, Summer School, and Weekend Assignments

VIII G 1.

Overload, summer school, weekend assignments shall be subject to mutual agreement by the Unit Member and the District. Mutual agreement between the Unit Member and the District shall be indicated by the signing of a schedule reflecting tentative approval of the overload, summer school, and weekend assignment.

VIII G 2.

Overload assignments shall not exceed 40% of a standard work load except as mutually agreed to by the Association, unit member and the District.

VIII G 3.

Any overload or summer school assignment may be terminated by the District due to lack of enrollment or funding. Documentation of such cases shall be shared with the Association upon request.

VIII G 4.

The rate of compensation for overload/summer school assignment(s) shall be computed annually by multiplying the highest Associate Faculty lecture and laboratory hourly rate by the factors of 1.15 times the lecture rate and 1.10 times the laboratory rate. The Associate Faculty lecture and laboratory rates used in this computation will be the rates reflected on the regular Associate Faculty salary schedule as of July 1 of each academic year.

VIII G 5. Overload for Non-Teaching Faculty

In addition to the provisions of VIII G1 through G4 above, overload for non-teaching faculty (1232 and 1372 hours of service) will commence after the unit member has completed their contracted (VIII B4) 1232 or 1372 hours of service. Any hours worked prior to or after the contract beginning or ending dates (VIII B4) will be subject to VIII F of this agreement.

VIII H. Semester Load Banking

VIII H1.

Unit Members shall accumulate the equivalent of six classes or 1.2 FTE load taught in conformance with their individual contract in order to qualify for a semester off. Unit members may not accumulate more than the equivalent of six classes or 1.2 FTE load taught in conformance with their original contract. Librarians and counselors shall bank credit utilizing a conversion factor of 35 hours to every 5 days. These units must be accumulated after the individual contract (loadsheets and/or calendar) has been approved.

Unit members must utilize banked load within two (2) years of accumulating the 1.2 FTE. If banked load is not used within two (2) years of accumulating the 1.2 FTE, the unit member will be paid the accumulated load at the current overload rate in place at the time the cash payment is made to the unit member.

Unit members who acquired and banked load in excess of 1.2 FTE prior to December 31, 2009 shall not be subject to automatic payment of that accumulated load. Unit members who acquire and bank load after January 1, 2010 shall be subject to automatic payment when banked load exceeds 1.2 FTE.

VIII H2.

The number of Unit Members participating in the load banking leave policy shall be at the sole discretion of the District.

VIII H3.

No more than two Unit Members may take credit bank leaves in a given semester.

VIII H4.

No more than one Unit Member of a discipline or single department may take a credit bank leave in a given semester.

VIII H5.

Use of banked leave shall not have a negative effect on a Unit Members eligibility for sabbatical leave.

VIII H6.

A Unit Member shall notify his/her immediate supervisor of his/her intention to utilize banked leave no later than the first day of the fall semester for a leave commencing the subsequent spring or the first day of spring semester for a leave commencing the subsequent fall semester. (See Appendix D)

VIII H7.

Every effort shall be made to accommodate a Unit Member's request to utilize a banked leave; however, it is recognized that a leave may be postponed under circumstances in which the absence of the Unit Member would jeopardize the educational program. Postponement of banked leave under this section by the administration shall extend the time, in semester increments, within which such leave must be taken by the same amount of time as the postponement period. For example, if the district postpones a leave because of the need for a unit member to teach a particular course and/or program, the two year limitation shall be extended by one semester. Additional postponements by the District shall increase the limitation in one semester increments. Each postponement shall be in writing and shall not be arbitrary or capricious.

VIII H8.

When two or more Unit Members from the same department or area apply to use banked leave and both /all cannot be accommodated, those Unit Members who have not previously taken banked leave shall have priority in order of seniority.

VIII H9.

Once a faculty member has elected how an overload class shall be categorized, it cannot be changed in any way without mutual consent of both parties.

VIII I. Summer Intersession Teaching Assignment

VIII I1.

Summer intersession teaching assignments shall be determined in accordance with the following selection criteria in order of priority:

VIII I1a.

Membership in the Unit as defined in Article I of this agreement.

VIII I1b.

Possession of or established equivalency for appropriate teaching qualifications in the applicable field of instruction at the time of assignment.

VIII I1c.

Recency of formal preparation or other evidence of currency in the field of instruction (i.e., continued formal professional development efforts), as determined through the equivalency process.

VIII I1d.

Recent experience teaching in the discipline of instruction; specific course experience is preferred.

VIII I1e. Seniority

An occasional exception is permissible to encourage an outstanding nationally/internationally acclaimed individual to teach a single class in his/her field of expertise.

VIII I2.

Summer intersession teaching assignments, whenever possible, shall be determined for general publication no later than three (3) weeks prior to the start of the intersession(s).

ARTICLE IX: ASSIGNMENT

District management shall make preliminary assignments within the college for the ensuing semester or session as soon as administratively practical. Such assignment shall include but not be limited to courses to be taught and other responsibilities. Nothing in the preliminary assignment shall be construed as limiting the right of District management from asking any changes in such assignments or programs.

IX A. Class Size Maximum

IX A1.

The appropriate dean in consultation with the departmental chairperson will be responsible for determining needs for maximum class sizes, except in classes for which size is determined by an authorized outside agency. In determining needs for maximum class size, the following shall be considered:

IX A1a.

History of and estimates of student demand.

IX A1b.

History of drop rate and no-show rate in the Unit Member's courses.

IXA1c.

Availability of appropriate facilities.

IX A1d.

Student work load factor.

IX A1e.

Instructional format and differences in course objectives.

IX A1f.

Legal limits regarding space requirements/person for the facility being used.

IX A1g.

Quality of instruction.

IX A2. Procedures

IX A2a. For Existing Classes

Existing class maximum (as found in the college class maximum file) shall prevail for the term of this contract unless a review is requested by the Unit Member. In the latter case, the class maximum will be determined through the same procedures as for a new course offering.

IX A2b. For New Courses

IX A2b(1).

All new course proposals shall go through established instructional areas. Instructional areas shall identify specific class size maximums for each course proposal and forward their recommendations to the Curriculum Committee for review and approval.

IX A2b(2).

Once approved by the Curriculum Committee, the class maximum shall remain in effect unless re-addressed by the instructional area or the Office of Instruction.

IX A2b(3).

Should the Curriculum Committee and the instructional area fail to come to an agreement on any class size maximum, the matter shall be referred to the Superintendent/President. The Superintendent/President, upon consultation with the department chairperson and appropriate dean shall determine the class size maximum for the class size in dispute.

IX A2b(4)

Major revisions in course format objectives that require change in existing class size maximums shall be taken through the same procedure as for a new course proposal.

IX A3. Class maximums

Once class maximums have been established, the vice-president of student services, assisted by the vice-president of instruction shall devise an enrollment procedure which will insure, insofar as possible, that as of the beginning of the second week of instruction, enrollments shall not exceed class size maximums, except:

IX A3a.

Class size maximum may be exceeded by twenty (20) percent with the written consent of the Unit Member,

IX A3b.

Class size maximum may be exceeded to accommodate students who need a particular course for graduation.

IX A4.

Regardless of whether or not class maximums have been reached by the end of the late regular registration period, the Unit Member's written consent shall be required to admit students into class.

IX A5.

It shall be the responsibility of the appropriate dean to post a new printout of established class size maximums at least one (1) day previous to the beginning of registration. It shall be the responsibility of each Unit Member to check the posted printout previous to registration to insure that no clerical errors have been made.

IX A6.

Established class size maximums may be reviewed and changed periodically following established procedures stated in this section.

IX B. Determining Class Types

IX B1. Procedure for Existing Courses

Existing class types (as based on the State mandated course activities measures file) shall prevail unless a review is requested by the Unit Member or Instruction

Office through established procedures. In the latter case, the class type will be determined through the same procedures as for a new course offering.

IX B2. Procedure for New Course Proposal

The same procedure shall be used for determining the ranking of a course into a class type as is outlined for determining class size maximums. The new course proposal form shall provide a space for class type recommendation by the instructional area to the Curriculum Committee.

ARTICLE X: EVALUATIONS

Definitions:

(Contract) Tenure-Track faculty: unit members that are untenured and probationary.

(Regular) Tenured faculty: unit members that are permanent and tenured

Academic Year: Pursuant to Education Code Section 87605, a faculty member shall be deemed to have completed his or her first contract year if he or she provides service for 75 percent of the first academic year.

X A. Tenure-Track Faculty

Tenure-Track faculty will be evaluated each year during the first four years of service. At minimum, such evaluation will include peer review, administrative evaluation of the functions performed by the faculty member, student evaluation and self-evaluation. Documents used in the evaluation process include the Observation Form, the Observation Evaluation Summary, the Administrative Review, and the Tenure-Track Faculty Evaluation Process Summary. These documents are attached as Appendix E.

X A1. Evaluation Timelines

Evaluations must be completed typically by the end of the fall semester. For faculty hired in the spring semester, the first evaluation shall occur in the spring semester of hiring and then each fall semester thereafter.

First Year: typically the first semester of service

Second Year: typically the third semester of service

Third Year: typically the fifth semester of service

Fourth Year: typically the seventh semester of service

X A2.

In the first term of the year of service, Vice President of Instruction or Vice President of Student Services (as appropriate) or a designee will first convene a meeting to orient the faculty member to the evaluation process. Following the orientation, a team consisting of the faculty member being evaluated, faculty department chair/director (and/or other appropriate tenured faculty member), and supervising administrator will meet to establish time lines and specific means of evaluation. Other members may be added to the team by mutual consent.

X A3.

Upon completion of the evaluation activities, the team will meet in a review conference to delineate the strengths and weaknesses of the faculty member being evaluated. A written report will be developed based on this conference, including any recommendations for improvement or follow-up. This report, bearing the signature of each team member and a recommendation to retain or dismiss the faculty member, will become part of the faculty member's personnel record. Evaluation activities shall be completed during the semester of service in which the team is convened.

X A4.

Any needed follow-up activities identified in the team evaluation above will be the subject of further review by the team. Any final recommendations or observations shall be filed in a written report bearing the signatures of the team members, which shall become part of the faculty member's personnel record.

X B. Tenured Faculty

Utilizing the methods and procedure identified for tenure-track faculty, excepting the recommendation for retention/dismissal, tenured faculty shall be evaluated once every three years. The self evaluation is optional for tenured faculty.

X B1.

Such evaluation shall occur only in a regularly scheduled semester of college operation.

X B2.

Evaluation of tenured faculty shall occur with greater frequency at the request of the faculty member or supervising administrator.

X B3.

Upon the request of either the faculty member or supervising administrator, any team member may be replaced by an alternate member mutually acceptable to the Academic Senate, unit member and the Superintendent/President.

X C.

With respect to Article X, the grievance procedure shall be used solely for the purpose of challenging alleged violation of specific provisions of this contract relating to evaluation procedures and not the substance upon which the Unit Member is evaluated.

X D.

For both tenure-track and tenured faculty, the District will rate the following items as satisfactory, needs improvement or unsatisfactory:

1. Committee Work
2. Timely submission of grades.
3. Accurate and timely accounting of student attendance in order to maximize the number of FTES for which the District is paid.

Any unsatisfactory or needs improvement rating will have a written explanation and a suggestion for improvement.

ARTICLE XI: LEAVE PROVISIONS

XI A.

The benefits which are expressly provided by this section, Article XI, and Article XII, are the sole benefits and only leave provision benefits provided by the Education Code which are part of this agreement, and it is agreed that other statutory or regulatory leave benefits

are not incorporated, either explicitly or implicitly, into this agreement, nor are such other benefits subject to the Grievance Procedure, Article V.

XI B. Personal Illness and Injury Leave

XI B1.

Unit Members employed on an annual contract of 176 service days shall be entitled to ten (10) days' leave with full pay each school year for purposes of personal illness or injury. Those unit members employed on annual contract of 196 service days shall be entitled to the 10 days specified in the education code and one additional day for sick leave for a total of 11 days annually.

XI B2.

After all leave earned pursuant to EC87781 (10 days) is exhausted, a Unit Member "who is absent from his or her duties on account of illness for a period of more than five school months, or when a person is absent from his or her employment on account of illness or accident for a period of five school months or less whether or not the absence arises out of or in the course of the employment of the employee, he or she shall receive '(60%)' of his or her regular salary during the period of the absence...", The five (5) month period shall begin on the 11th day of absence and extend for a five month period. If the unit member has accumulated sick leave he or she will continue to receive full pay until they have exhausted all accumulated leave after which they will receive 60% of their pay for the remainder of the five month period if any remains.

XI B3.

If a Unit Member does not utilize the full amount of leave as authorized in Paragraph XI B1 above in any school year, the amount not utilized shall be accumulated from year to year.

XI B4.

Upon request by the appropriate dean, a Unit Member shall be required to present a medical doctor's certificate verifying the personal illness or injury and/or a

medical authorization to return to work. The District may require the Unit Member to visit a medical doctor chosen by the District and make all necessary inquiries in order to be fully informed as to the nature and severity of the illness or injury, and to report such findings to the Superintendent/President or designee. If the report concludes that the absence is not due to personal illness or injury, or that the illness is not sufficiently severe to warrant continued absence, then the Superintendent/President or designee, after notice to the Unit Member, may refuse to grant such leave.

XI B5.

Whenever possible, a Unit Member must contact the appropriate dean as soon as the need to be absent is known. Failure to provide reasonable notice shall be grounds for denial of leave with pay or other disciplinary action.

XI B6.

A Unit Member who obtains and utilizes approved leave shall do so by utilizing sick leave at the rate of one-half day for any absence of a half day or less and a full day for any absence on a given day of more than half-a-day. A day will be 6 or 7 hours in length (see work day in Articles VII. A. 14 and VIII.B and VIII. B. 4. a & b)

XI B7.

A Unit Member shall not be allowed to return to work and shall be placed on leave without pay if the Unit Member fails to notify the District of intent to return to work at least two (2) hours prior to the close of the preceding work day if such failure results in a substitute being secured.

XI C. Personal Necessity Leave

XI C1.

Leave which is credited under XI.A of this Article may be used, at the Unit Member's election, for purposes of personal necessity, provided that use of such personal leave does not exceed six (6) (EC 87781.5) days in any school year.

XI C2.

Unit Members may request personal necessity leave without stating a reason for the requested leave.

Personal necessity leave shall not be used for job interviews with another employer, travel to another employment location, other employment requirements or recreational activities. These shall be considered prohibited uses of personal necessity leave. Any Unit Member who uses personal necessity for a prohibited activity as stated above shall be subject to appropriate disciplinary action(s) as determined by the District.

XI D. Bereavement Leave

XI D1.

A Unit Member shall be entitled to a maximum of three (3) days leave of absence, or five (5) days leave of absence if out-of-state or if 500 miles of one way travel is required, without loss of salary on account of the death of any member of his/her immediate family.

XI D2.

For purposes of this provision, a member of the immediate family shall be limited to mother, father, grandmother, grandfather, or a grandchild of the Unit Member, or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the Unit Member, or any relative living in the immediate household of the Unit Member, or another person designated by the Superintendent/President.

XI E. Leave for Pregnancy Disability

XI E1.

A Unit Member is entitled to use sick leave as set forth in Paragraph XI B1 and XI B2 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from on the same terms and conditions governing leave of absence from other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the Unit Member and the Unit Member's physician; however, the District management may require a verification

of the extent of the disability through a physical examination of the Unit Member by a physician appointed by the District.

XI E2.

A Unit Member is entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave as set forth in XI B1 and XI B2 has been exhausted. The date on which the Unit Member shall resume duties shall be determined by the Unit Member on leave and the Unit Member's physician; however, the District management may require a verification of the extent of disability through a physical examination of the Unit Member by a physician appointed by the District.

XI F. Industrial Accident Leave

XI F1.

A Unit Member will be entitled to industrial accident leave according to the provisions in Education Code Section 87787 for personal injury which has qualified for worker's compensation under the provisions of the District self-insured program for employees.

XI F2.

Such leave shall not exceed sixty (60) days during which the college is required to be in session or when the Unit Member would otherwise have been performing work for the District in any one (1) fiscal year for the same industrial accident.

XI F3.

The District has the right to have the Unit Member examined by a physician designated by the District to assist in determining the length of time during which the Unit Member will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.

XI F4.

For any days of absence from duty as result of the same industrial accident, the Unit Member shall endorse to the District any wage loss benefit check from the District self-insured program for employees which would make the total compensation from both sources exceed one hundred (100) percent of the amount

the Unit Member would have received as salary had there been no industrial accident or illness. If the Unit Member fails to endorse to the District any wage loss disability indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the Unit Member's salary warrant the amount of such disability indemnity actually paid to and retained by the Unit Member.

XI G. Judicial Leave

XI G1.

A Unit Member shall be provided judicial leave for appearance other than that as a litigant or for reasons not brought about through the connivance or misconduct of the employee.

XI G2.

The Unit Member, while serving jury duty, will receive full pay and any amount received as jury duty pay shall be given to the District.

XI H. Leave Without Pay

When an absence or leave does not fall within the definition of any other leave provision, it shall be considered a request for leave without pay.

XI I. Health Leave

XI I1.

The District shall grant a Unit Member, upon request, an unpaid leave for health reasons for two (2) semesters in addition to any other sick leave provided for in this article subject to the following conditions:

XI I1a.

A written statement by the Unit Member's physician, or a District appointed physician at the District's option, to the effect that the Unit Member is entitled to such a leave shall be furnished by the Unit Member at the District's request.

XI I1b.

A Unit Member is temporarily unable to perform services because of illness, accident, or quarantine when other illness or accident benefits have been used.

XI I1c.

A Unit Member must have tenure in order to be eligible for such leave.

XI I1d.

The District may require a physician's statement, or a District appointed physician at the District's option, stating that the Unit Member is capable of returning to service before the District grants permission for the Unit Member to return to work.

J. Catastrophic Leave

The District shall offer a catastrophic leave program for Unit Members. The District shall have the authority and responsibility to adopt the rules, regulations and guidelines necessary to implement the program in conformance with AB2007.

ARTICLE XII: PROFESSIONAL DEVELOPMENT LEAVES

XII A. Definition

"Professional Development Leave" shall be any leave granted which leads to the improvement of the professional skills of the Unit Member as those skills relate to his assigned area of service or to the improvement of the professional standards of the institution. Such leaves may be of short term or long term duration as defined in the provisions of this Article.

XII B. Short Term Professional Development Leave

XII B1.

Short term professional development leaves shall include, but not be limited to, approved attendance at conferences, workshops, experimental or research projects, retreats, seminars and travel to on-site locations, clinics, in-service

training programs, competency based programs, short courses, and short work experiences.

XII B2.

The Salary Advancement Committee shall be responsible for establishing a policy to assess needs, determine budgetary flexibility and administer such a program.

The committee shall be comprised equally of instructors and district management representatives.

XII B3.

The District shall consider the recommendations of the committee responsible for implementing Paragraph XII B2 when establishing the level of appropriations for financing the short term Professional Development Leave Program.

**XII C. Long Term Professional Development Leave with Remuneration,
(hereinafter called a "sabbatical" leave)**

XII C1.

A sabbatical leave with remuneration shall be granted to a Unit Member according to the following terms and conditions.

XII C1a.

The purpose of a sabbatical leave must be to permit study, travel, utilization of fellowships or scholarships, work experience and preparation of educational or instructional materials, that in the determination of the District will benefit the school and students. The District has the authority to determine whether a requested sabbatical leave fulfills this purpose.

Unit Members who are granted sabbatical leave for the purpose of acquiring work experience must report their earnings each month. The amount to be paid by the District plus the amount earned through paid employment shall not exceed the total amount of what the individual's salary would have been had that person been teaching full-time, including cost of retirement contributions and fringe benefits. If earnings from

employment do exceed these combined costs, the District shall reduce its payments accordingly.

XII C1b. Eligibility

XII C1b(1).

In order for a Unit Member to be eligible to accumulate years toward a sabbatical leave with remuneration, the Unit Member must be a full time contract faculty (Article X).

XII C1b(2).

In order to be eligible for a first sabbatical leave a Unit Member must have rendered at least seven (7) years of fulltime service immediately preceding the beginning of the leave. In addition, all other terms and conditions contained in this article must have been met.

The minimum interval between any subsequent sabbatical leave shall be in accordance with the provisions of Education Code section 87768, presently at least (6) years of fulltime service immediately preceding the beginning of the subsequent sabbatical leave. This minimum interval required by law between sabbatical leaves may not be shortened for any reason.

XII C1c.

The compensation schedule for a Unit Member on sabbatical shall be determined on the basis of the following:

XII C1c(1).

In order to be eligible for a paid sabbatical leave, in addition to all other conditions, a Unit Member must have at least seven (7) years of fulltime service, exclusive of summer employment, that has not been applied to a prior sabbatical leave.

Sabbatical leaves shall be compensated at the following rate of compensation:

7 years	50%
8 years	66.667%
9 years	83.333%
10 years	100%

XII C1c(2).

The rate of compensation for a Unit Member who is granted a sabbatical leave shall be the percentage of this monthly salary existing during the time of the leave, prorated for the duration of said sabbatical leave.

XII C1c(3).

In the event a Unit Member who has more than 10 years of service when granted a sabbatical leave, the rate of compensation cannot exceed full compensation (100% of the Unit Member's salary for one semester). However, any fulltime service earned beyond that necessary to receive full compensation may be applied to future sabbatical leaves solely for compensation purposes.

XII C1d.

XII C1d(1).

The number of sabbaticals per year shall not exceed 10% of the full time Unit Members, rounded down.

XII C1d(2).

The standard shall be a one (1) semester sabbatical leave. However, if the advantages for a year's sabbatical leave can be established to be sufficiently compelling to the Association and the District; and qualified substitution for the instruction can be arranged; and there are no undue disadvantages for other Unit Members as determined by the Association; and there is no other disruption in the delivery of instructional services as determined by the District, a Unit Member may apply for a sabbatical leave of

one year at one-half (1/2) of the salary which would have been received for a one (1) semester sabbatical.

XII C1d(3).

The District shall annually appropriate funds to finance the programs outlined in Article XIIC, Long Term Professional Development Leave With Remuneration, and Article XII E, Retraining Leaves With Remuneration.

XII C1d(4).

The criteria and priority for granting sabbaticals shall be determined by the Association, and with the concurrence of the District, will be administered by the Salary Advancement Committee.

XII C1d(5).

Any Unit Member who has been recommended by the Salary Advancement Committee shall be granted a sabbatical if he/she meets all the conditions of this article and the approved policy established pursuant to Paragraph XII C and provided that qualified substitutes, as determined by the District, are available.

XII C1d(6).

Where the number of requests exceeds the limit allowed per semester, the Salary Advancement Committee shall determine which Unit Members shall receive leaves based on the policy established by the Association as indicated in paragraph XII C1d(5) above.

XII C1d(7).

The Unit Member must file application for sabbatical leave to the Human Resources Department no later than February 1, for either semester of the following school year, or no later than October 15 for the Spring Semester (if slots remain available at that time). Applications submitted prior to the deadline date will not be given priority. The Salary Advancement Committee will determine

eligibility and shall establish a reasonable time period in which to work with a Unit Member who has applied for a sabbatical but whose proposed program(s) do/does not meet sabbatical standards.

XII C1d(8).

Sabbatical leaves granted under this agreement will not be affected by successive agreements.

XII C1d(9).

Absence due to sabbatical leave shall count as a regular period of service and shall not interrupt a Unit Member's progress on the salary schedule.

XII C1d(10).

A Unit Member granted a sabbatical leave shall be entitled to all current District fringe benefits, plus retirement contributions on the amount of salary actually received by the Unit Member.

XII C1d(11).

Upon return from a sabbatical leave with remuneration, the Unit Member shall be required to render service to the District twice the length of time granted to the Unit Member for the leave unless the District agrees otherwise.

XII C1d(12).

Compensation shall be paid the Unit Member on leave in the same manner as if the employee were teaching in the District. The Unit Member must sign an affidavit before receiving such compensation agreeing to return to service in the District for the required length of time following his return from the leave (unless otherwise provided for), or to return that portion of compensation for the leave for which service was not rendered.

XII D. Long Term Professional Development Leave Without Remuneration

The District may grant a Unit Member an unpaid leave of absence of up to one (1) year for professional development which shall include, but not be limited to, additional

schooling and/or training, participation in faculty exchange programs, involvement in research efforts and acceptance of assignments to other higher education institutions, agencies, corporations, foundations, or government.

XII D1.

Procedures and criteria for applying for and awarding such leaves shall be developed and applied by the Salary Advancement Committee and recommended to the Superintendent/President.

XII D2.

A Unit Member on unpaid long-term professional development leave shall not retain salary and fringe benefit rights while on leave, nor shall the accumulated time on leave be considered towards salary advancement.

XII D3.

At the expiration of unpaid long-term professional development leave, the Unit Member shall be reinstated, unless Unit Member otherwise agrees, in the position and salary level/step which was held at the time of granting the leave.

XII E. Retraining Leaves With Remuneration

It shall be the philosophy of the District to initiate retraining program(s) to provide opportunities for Unit Members to learn new teaching skills in accordance with current needs of the District, or anticipated needs of the District, in an effort to maintain continued employment within the District for all Unit Members. It is also hoped that should the need for such retraining programs be necessary, that the Unit Members and District will work together cooperatively to ensure that such needs are met with the least inconvenience and duress to all parties concerned. As such, the following guidelines are established with the intention of review and evaluation in the event that such reassignments become necessary.

XII E1.

Any Unit Member subject to reassignment not of the Unit Member's initiated request shall have the right to be heard by association representatives, and to be represented during discussions with the District regarding such reassignments.

XII E2.

The District shall inform any Unit Member in writing, as far in advance as possible, of the need for the Unit Member to receive retraining in order to maintain future employment. Included in the information will be an indication that no full-time position for which he is qualified and competent exists or is projected to exist according to the Mt. San Jacinto College Education Plan.

XII E3.

Any Unit Member informed by the District of the need to be reassigned to a position for which he/she is not fully qualified shall be eligible for a "retraining leave," either full-time or with a reduced load at pro rata pay as worked out with the Instructional Services Committee, or other appropriate committee.

XII E4.

The District and Unit Member shall jointly, in writing, inform the appropriate vice president of the Unit Member's desire for a "retraining leave." If the application meets the same deadlines as for sabbatical leave, the Unit Member shall be considered on identical criteria as for sabbatical leave except:

XII E4a.

Minimum eligibility is at five (5) years, with salary beginning at 5/10 for the fifth, sixth, and seventh year.

XII E4b.

Any "retraining leave" request shall have the priority over a sabbatical leave. Should the District not inform the committee by the deadline, it shall provide the Unit Member employment without decrease in salary or benefits until the next slot is available, or increase the budget allotment proportionately to allow for the additional leave. A retraining leave shall in no way affect a Unit Member's eligibility for sabbatical leave.

XII E5.

Seniority shall not be the only factor used by the District for determining reassignments.

ARTICLE XIII: REDUCTION IN FORCE

XIII A.

At least sixty (60) days before the District mails out any notice recommending the possible non-renewal of any Unit Member's contract because of program reduction in area(s) in which the Unit Member is qualified to render services, the District shall meet and confer with the Association with respect to the nature and impact on the Unit Member(s) of such anticipated layoffs.

XIII B.

The District shall provide each Unit Member with the opportunity to expand the number and kinds of services which Unit Member(s) may be qualified and competent to render in order to prevent Unit Members' layoff due to program reduction in the area for which Unit Member is qualified to render services.

XIII C.

Any Unit Member who has been laid off shall retain statutory preferential recall rights for thirty-nine (39) months unless Unit Member otherwise agrees in writing. The District shall mail to such Unit Member at his/her last updated address a list of existing and anticipated vacancies for academic personnel. The District shall not fill any such vacancy until:

XIII C1.

Notice of such vacancy or anticipated vacancy has been mailed to each Unit Member who enjoys recall rights, and

XIII C2.

Such Unit Member has been given a reasonable opportunity to apply for such vacancy or anticipated vacancy.

XIII D.

The District shall provide the Association copies of all written recommendations and notices of anticipated layoff(s) at the same time that such materials are mailed to the affected Unit Members. The Human Resources Department shall also provide the

Association with a list of existing and anticipated academic vacancies and also with a list of the Unit Members who continue to enjoy statutory preferential recall rights.

XIII E.

If rehired by the District while still under preferential recall rights, a Unit Member shall return to the same position on the salary schedule as previous to the layoff, shall regain all other benefits, and shall be permitted to apply all eligible units earned during his/her layoff to salary advancement provided any salary advance shall not exceed the limit elsewhere specified.

ARTICLE XIV: PERSONNEL RECORD CONTENTS AND INSPECTION

XIV A.

Materials in personnel records on a Unit Member which may serve as a basis for affecting the status of employment are to be made available for the inspection of the person involved.

XIV B.

Such material is not to include ratings, reports, or records which were obtained prior to the employment of the person involved; were prepared by identifiable examination committee members; or, were obtained in connection with a promotional examination.

XIV C.

Every Unit Member shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the District, and provided that a Human Resources staff member is available and present during the inspection.

XIV D.

Information of a derogatory nature, except material mentioned in Paragraph XIV B, shall not be entered or filed unless and until the Unit Member is given notice and an opportunity to review and comment thereon. A Unit Member shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours, and the Unit Member shall be released from duty for this purpose without salary reduction.

XIV E.

In the event of a grievance in which a Unit Member is being represented by the Association, the Association representative shall be permitted access to the Unit Member's file, under the above restrictions, with the Unit Member's written approval.

XIV F.

Records of allegations which have been found to be false shall be removed from the Unit Member's personnel file and destroyed whenever the law allows.

ARTICLE XV: RETIREMENT AND REDUCED LOAD

XV A. Retirement Health Insurance

XV A1. Qualifications

XV A1a.

Full-time employment with the District in a permanent status for not less than five (5) consecutive years leading to retirement; and

XV A1b.

Employee must be at least the minimum age allowed for retirement according to STRS regulations.

XV A1c.

Employee shall have provided written notice to the Human Resources Department of his/her intent to retire in accordance with the following schedule:

XV A1c(1).

By September 1, if employee intends to retire effective the spring semester following.

XV A1c(2).

By March 1, if employee intends to retire effective the fall semester following.

XV A2. Retirement Benefit Program Concepts

XV A2a.

District paid medical benefit at the rate established in the first full year of retirement. All subsequent adjustments must be borne by the retiree.

XV A2b.

Retiree must pay for any and all deductible costs, the same as paid by current employees.

XV A2c.

Period of coverage: ten years from date of retirement.

XV A2d.

Retiree dependent coverage shall be offered but any attendant costs shall be fully borne by the retiree. The dependent coverage shall cease upon the termination of the retiree subscription in the program.

XV A2e.

The District shall, upon written request by the Unit Member, prior to effective date of retirement, provide an option of a one (1) time payment of \$5,000 made in favor of the retiree on or about the date of retirement in lieu of the health benefit program. The retiree, should this option be exercised, shall not be eligible to further participate in the health benefit program and his/her option shall be irrevocable.

XV B. Reduced Load/Retirement

XV B1. Effective Period of Program:

The program shall be in effect for the term of this contract.

XV B2. Qualifications

XV B2a.

Unit Member must comply with all legal requirements for eligibility.

XV B2b.

Unit Member shall have provided written notice to the District Human Resources Office of his/her intent to retire in accordance with the following schedule:

XV B2b(1).

By September 1, if Unit Member intends to retire effective the spring semester following;

XV B2b(2).

By March 1, if Unit Member intends to retire effective the fall semester following.

XV B3. Reduced Load Component

XV B3a.

A qualified Unit Member may request, and at the option of the District, a reduced teaching assignment load (but not less than 50%) for three (3) consecutive years leading to his/her retirement. All benefits accruing to Unit Member during this period shall be the same as if employed in a full assignment but on a pro-rated salary compensation structure.

XV B3b.

At the conclusion of the third year of service or earlier, the Unit Member shall retire and receive District paid health benefits at the rate established for his/her first year of retirement for a period of ten years following his/her retirement in accordance with the same cost conditions and qualifications governing the full retirement proposal.

XV B3c.

Any dependent coverage cost shall be fully borne by the retiree and shall cease upon the termination of the retiree's subscription in the program.

XV B3d.

The District shall have the option, upon written request by the retiree, to exercise a one (1) time payment of \$5,000 to him/her if he/she chooses not to participate in the health benefit program. The retiree, should this option be exercised, shall not be eligible to further participate in the health benefit program.

XV C. Golden Handshake-Retirement Incentive

Any retirement incentive that is offered by the District to any academic employee shall be simultaneously made available to any unit member in the academic bargaining unit. For example, golden handshake, SERP, and/or lump sum payment.

ARTICLE XVI: TRANSFERS AND REASSIGNMENTS

XVI A. Transfer and Reassignments Due to Vacancy or New Position

XVI A1.

Faculty positions shall be posted internally and Unit Members interested in the position shall notify the Human Resources Department in writing by the established due date.

XVI A2.

The transfer/reassignment shall be based on the following criteria:

XVI A2a.

Unit Members with split load assignments have priority over other Unit Members in transfers and reassignments.

XVI A2b.

The Unit Member meets minimum qualifications for the specific vacancy as specified in job posting.

XVI A2c.

Recency of acquired knowledge and/or demonstrated competence based on evaluations and/or recommendations in the subject field or position.

XVI A2d.

Ability to perform all required tasks of the specific vacancy as specified by the job description.

XVI A2e.

If all other criteria are equal, then the Unit Member with the most seniority in the District will be transferred.

XVI A2f.

Transfers from one discipline to another are subject to approval of the District.

XVI A3.

If a request for transfer is denied by the District, the Unit Member may request an explanation. The District shall provide a written response to the Unit Member when requested.

XVI A4.

If no current Unit Member applies for the position, or if qualified members are deemed inappropriate, then the position shall be advertised externally.

XVI B. One Semester Transfer to a Second Campus to Correct a Load Deficiency

XVI B1.

The intent of the District is to have all full-time faculty assigned to one campus.

XVI B2.

When a full-time Unit Member has a load deficiency because of low enrollment or cancellation of a class, the first option is to make up the deficiency on the home campus. If the deficiency cannot be made up on the home campus, the District has the right to transfer the Unit Member to another campus to make up the deficiency. If the deficiency is not made up during the semester in which it occurs, then this procedure will be followed during the next semester.

XVI B3.

This is a one semester transfer unless mutually agreed to by the District and the Unit Member. Before the transfer is made, the District will schedule a meeting with the Unit Member transferred and provide an explanation for the transfer.

XVI C. Assignments Resulting in a Split Load Between Work Sites

XVI C1.

The intent of the District is to assign all full-time faculty to one campus. In the event this is not possible, all split assignments are considered temporary. When it is mutually agreed that a split assignment would be beneficial to the Department and/or the District, then the unit member will be granted reimbursement of \$500 per academic year or \$250 per academic semester to compensate for additional

time, responsibility and/or expertise. Unit members with a split load shall also receive mileage reimbursement

XVI C2.

If it is decided that a vacancy at a second campus will result in a split assignment for a Unit Member who currently has a full load on one campus, then the following procedure shall be followed:

XVI C2a.

Post the position and request volunteers to fill the assignment.

XVI C2b.

If there are no volunteers and more than one Unit Member is qualified and competent, then the member with the least seniority shall be transferred.

At the end of the school year, the District will evaluate the continued need for the split assignment. If a compelling need exists, then the split assignment may continue for another year.

XVI C2c.

The Unit Member transferred under this condition shall receive a one-time bonus of \$750 each semester.

XVI C3.

A Unit Member will have no more than 49% of his/her assignment on the second campus.

XVI C4.

Split assignments shall never be used in an arbitrary, capricious or punitive manner. Split assignments are only to be used in situations where there is a demonstrated need.

ARTICLE XVII: SAVINGS

XVII A.

If, during the life of this agreement, there exists any applicable law, regulation or order issued by any external governmental authority having jurisdiction, which shall render invalid or restrain compliance with or enforcement of any provision of this agreement, such provision shall be immediately suspended, but only to the extent required by the

law, rule, regulation, or order. Such invalidation of a part of this agreement shall not invalidate any remaining parts of this agreement.

XVII B.

In the event of suspension or invalidation by an external authority of any Article or section of this agreement, the parties may, by mutual consent, meet and negotiate within ten (10) days after such determination or firsthand knowledge of such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or section.

XVII C.

Any action by a legislative body to renumber, or reorganize sections of codes, laws, policies, or regulations cited in this agreement shall be reflected in this agreement without further negotiation.

ARTICLE XVIII: EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in this agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law, and that in the absence of specific provisions in this agreement, such practices and procedures are discretionary with the District.

ARTICLE XIX: COMPLETION OF MEET AND NEGOTIATIONS

For each academic year 2011-2012 and 2012-2013, the parties agree that each may annually reopen salary and benefits plus two (2) additional articles of choice by each party. Either party may reopen negotiations on any and all articles for the 2010-2011 school year by providing its initial proposals in accordance with Government Code Section 3547.

ARTICLE XX: MISCELLANEOUS

XX A.

A contract maintenance committee composed of District and Association representatives shall be established at the request of either party as needed to continually oversee, maintain and evaluate the terms of this agreement.

XX B.

References herein made to committees or other such groups, except for the District and Association, may change from time to time, and as such, no additional changes need to be made in this agreement when the purpose or function of newly formed committees or groups are similar in scope to those herein referred.

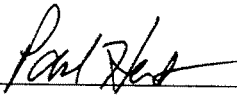
ARTICLE XXI: TERM

Effective upon ratification and approval by both parties, this Agreement shall remain in full force and effect through June 30, 2013. By mutual written consent, any Article may be opened for meeting and negotiating at any time.


Dated this 11th day of October, 2010, in the County of Riverside.

California Teachers Association

Mt. San Jacinto College

 5/23/11

Paul Hert, CTA Representative

 5/23/11

Irma Ramos, VP of Human Resources

Mt. San Jacinto Community College
Grievance Form
Article VD-Level I

SUBMISSION OF COMPLAINT: ALL PORTIONS OF THIS SECTION MUST BE COMPLETED BY THE GRIEVANT

EMPLOYEE INFORMATION

Grievant Name: _____
Job Title: _____ Department: _____
Supervising Dean: _____
Date: _____

GRIEVANCE

Statement of Grievance: *(Include Date and Time)* _____

Section of contract allegedly misinterpreted or violated: _____

REMEDY SOUGHT

List remedy: _____

Date of informal conference with Supervising Dean: _____

Grievant Signature: _____ Date: _____

Upon completion of this section, grievant shall present the original to his/her Supervising Dean.

Supervisor's response: _____

Supervising Dean: _____ Date: _____

Upon completion of this section the Supervising Dean shall retain the original, give the grievant a copy and forward a copy to the Superintendent/President. *(YOU MAY ADD ATTACHMENTS IF SPACE IS NOT SUFFICIENT).*

Mt. San Jacinto Community College
Grievance Form
Article VE-Level II

A COPY OF THE COMPLETED GRIEVANCE FORM LEVEL I MUST BE ATTACHED ALONG WITH THE DECISION RENDERED.

EMPLOYEE INFORMATION

Grievant Name: _____
Job Title: _____ Department: _____
Supervising Dean: _____
Date: _____

APPEAL TO SUPERINTENDENT/PRESIDENT OR DESIGNEE

Reason for Appeal: _____

REMEDY SOUGHT

List remedy: _____

Grievant Signature: _____ Date: _____

SUPERINTENDENT/PRESIDENT OR DESIGNEE'S RESPONSE

Written Statement _____

Superintendent/President Signature: _____ Date: _____

Upon completion of this section, the Superintendent/President or designee shall retain the original and forward a copy of the completed Grievance Forms Level I, and Level II to the Grievant.

**MT. SAN JACINTO COMMUNITY COLLEGE
FULL-TIME TEACHING FACULTY - 176 SERVICE DAYS
EFFECTIVE: JULY 1, 2008**

LEVEL	LEVEL 9	LEVEL 10	LEVEL 11	LEVEL 12	LEVEL 13	LEVEL 14	LEVEL 15
STEP 1	\$43,352.186	\$48,169.086	\$51,462.648	\$57,180.794	\$61,090.572	\$67,878.441	\$75,420.460
STEP 2	\$44,652.771	\$49,614.106	\$53,006.608	\$58,896.190	\$62,923.308	\$69,914.790	\$77,683.040
STEP 3	\$45,992.366	\$51,102.511	\$54,596.746	\$60,663.104	\$64,810.956	\$72,012.154	\$80,013.493
STEP 4	\$47,372.048	\$52,635.625	\$56,234.695	\$62,482.923	\$66,755.343	\$74,172.511	\$82,413.895
STEP 5	\$48,793.260	\$54,214.759	\$57,921.744	\$64,357.437	\$68,757.935	\$76,397.677	\$84,886.331
STEP 6	\$50,257.056	\$55,841.121	\$59,659.398	\$66,288.156	\$70,820.708	\$78,689.605	\$87,432.991
STEP 7	\$51,764.781	\$57,516.419	\$61,449.074	\$68,276.863	\$72,945.339	\$81,050.387	\$90,055.958
STEP 8	\$53,317.721	\$59,241.840	\$63,292.556	\$70,325.101	\$75,133.694	\$83,481.841	\$92,757.675
STEP 9	\$54,917.237	\$61,019.125	\$65,191.352	\$72,434.896	\$77,387.716	\$85,986.310	\$95,540.348
STEP 10	\$56,564.748	\$62,849.696	\$67,147.123	\$74,607.895	\$79,709.369	\$88,565.871	\$98,406.549
STEP 11	\$58,261.738	\$64,735.164	\$69,161.526	\$76,846.132	\$82,100.596	\$91,222.835	\$101,358.713
STEP 12	\$60,009.520	\$66,677.254	\$71,236.342	\$79,151.521	\$84,563.613	\$93,959.522	\$104,399.537
STEP 13	\$61,809.810	\$68,677.524	\$73,373.483	\$81,526.106	\$87,100.481	\$96,778.401	\$107,531.475
STEP 14	\$63,664.066	\$70,737.857	\$75,574.711	\$83,971.907	\$89,713.549	\$99,681.652	\$110,757.445
STEP 15	\$65,574.004	\$72,860.078	\$77,841.946	\$86,491.085	\$92,404.991	\$102,672.213	\$114,080.143

Salary schedule includes 4% growth on levels 9, 10, 11 & 12 board apprvd 2/8/07 effective 1/22/08 per tentative agreement signed 1/5/07

Salary Schedule updated 3/16/10 to reflect a 1/2% increase due to funded growth per tentative agreement dated 3/20/08

Schedule ID: 500 / Position Type: 1

To calculate pay rates for:

Monthly 10-pay Annual divided by 10
 Monthly 12-pay Annual divided by 12
 Daily Annual divided by 176

Faculty Salary Level Placement

<u>Education</u>	<u>Level</u>
Faculty Bachelors	9
Faculty Masters	10
Faculty Masters + 12	11
Faculty Masters + 24	12
Faculty Masters + 36	13
Faculty Masters + 48	14
Faculty Doctorate	15

**MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT
 FULL-TIME NON-TEACHING FACULTY 1232 OR 1372 WORK HOURS PER YEAR (EQUIVALENT TO 196 SERVICE DAYS)
 SCHEDULE ID: 540 EFFECTIVE: JULY 1, 2008**

LEVEL	BACHELORS LEVEL 9	MASTERS LEVEL 10	MASTERS + 12 LEVEL 11	MASTERS + 24 LEVEL 12	MASTERS + 36 LEVEL 13	MASTERS + 48 LEVEL 14	DOCTORATE LEVEL 15
STEP 1	\$48,278.564	\$53,642.856	\$57,310.676	\$63,678.601	\$68,032.685	\$75,591.904	\$83,990.974
STEP 2	\$49,726.946	\$55,252.075	\$59,030.088	\$65,588.948	\$70,073.687	\$77,859.649	\$86,510.663
STEP 3	\$51,218.775	\$56,909.623	\$60,800.915	\$67,556.642	\$72,175.840	\$80,195.359	\$89,105.940
STEP 4	\$52,755.239	\$58,616.948	\$62,625.000	\$69,583.262	\$74,341.180	\$82,601.202	\$91,779.121
STEP 5	\$54,337.945	\$60,375.532	\$64,503.755	\$71,670.783	\$76,571.338	\$85,079.226	\$94,532.505
STEP 6	\$55,968.089	\$62,186.698	\$66,438.884	\$73,820.902	\$78,868.512	\$87,631.601	\$97,368.559
STEP 7	\$57,647.132	\$64,052.375	\$68,431.929	\$76,035.608	\$81,234.584	\$90,260.658	\$100,289.581
STEP 8	\$59,376.558	\$65,973.872	\$70,484.887	\$78,316.595	\$83,671.617	\$92,968.419	\$103,298.313
STEP 9	\$61,157.825	\$67,953.106	\$72,599.459	\$80,666.126	\$86,181.776	\$95,757.481	\$106,397.202
STEP 10	\$62,992.561	\$69,991.707	\$74,777.486	\$83,086.065	\$88,767.245	\$98,630.174	\$109,589.103
STEP 11	\$64,882.390	\$72,091.434	\$77,020.797	\$85,578.644	\$91,430.210	\$101,589.058	\$112,876.751
STEP 12	\$66,828.783	\$74,254.210	\$79,331.391	\$88,146.019	\$94,173.113	\$104,636.750	\$116,263.126
STEP 13	\$68,833.651	\$76,481.793	\$81,711.371	\$90,790.434	\$96,998.265	\$107,775.946	\$119,750.959
STEP 14	\$70,898.620	\$78,776.249	\$84,162.746	\$93,514.171	\$99,908.270	\$111,009.114	\$123,343.518
STEP 15	\$73,025.598	\$81,139.639	\$86,687.632	\$96,319.618	\$102,905.564	\$114,339.514	\$127,043.800

Salary schedule includes 4% growth on levels 9, 10, 11 and 12 board apprvd 2/8/07 effective 1/22/08 per tentative agreement dated 1/5/07

Salary schedule was updated 3/16/10 to reflect a 1/2% increase due to funded growth per tentative agreement dated 3/20/08

To calculate pay rates for:

Monthly 12-pay
 Daily
 Hourly

Annual divided by 12
 Annual divided by 196
 Annual divided by either 1232 OR 1372

Faculty Salary Level Placement

Education	Level
Faculty Bachelors	9
Faculty Masters	10
Faculty Masters + 12	11
Faculty Masters + 24	12
Faculty Masters + 36	13
Faculty Masters + 48	14
Faculty Doctorate	15

Mt. San Jacinto Community College

(2010-11 District Contributions towards Health and Welfare costs of Medical, Dental, Vision, & Group Term Life)

CERTIFICATED DISTRICT EMPLOYEES:

30+ Hour Full-Time Faculty

Coverage Type	Annual Contribution
----------------------	----------------------------

Single:	100%
EE + Spouse:	\$8182.32
EE + Child(ren):	\$8182.32
EE + Family:	\$9273.30

35+ Hour Full-Time Faculty

Coverage Type	Annual Contribution
----------------------	----------------------------

Single:	100%
EE + Spouse:	\$8182.32
EE + Child(ren):	\$8182.32
EE + Family:	\$9273.30

Revised: 1/1/2011



REQUEST FOR LOAD BANKED LEAVE

The Mt. San Jacinto Community College District Certificated Contract stipulates that Unit Members shall accumulate the equivalent of six (6) classes or 1.2 FTE load taught in conformance with their individual contract qualify for a semester off with pay. These units must be accumulated after the individual contract has been approved.

A Unit Member shall notify his/her immediate supervisor by completing this Request for Load Banked Leave. This form must be submitted to the Supervising Dean no later than the first day of the fall semester for a leave commencing the subsequent spring or the first day of spring semester for a leave commencing the subsequent fall semester.

Every effort shall be made to accommodate a Unit Member's request to utilize a banked leave, however, it is recognized that a leave may be postponed under circumstances in which the absence of the Unit Member would jeopardize the educational program. Postponement of banked leave under this section by the administration shall extend the time, in semester increments, within which such leave must be taken by the same amount of time as the postponement period. The postponement shall be in writing and shall not be arbitrary or capricious.

Date of Request: _____ Discipline/Department: _____

Unit Member Name: _____ Campus: _____

Semester Requested: FALL 20_____ SPRING 20_____

I hereby request to utilize the Load Banking credit I have earned (six (6) classes or 1.2 FTE). I understand that I will receive my regular contract pay during this Load Banked Leave.

Unit Member Signature Date

Request: Approved Denied - Reason _____

SIGNATURES

Supervising Dean Date

Supervising Vice President Date

Vice President of Human Resources Date

FOR HUMAN RESOURCES USE ONLY

(To be completed by Human Resources after Load Banked Leave has been approved/taken)

Approved Banked Leave Taken: FALL 20_____ SPRING 20_____

[Type text]



Class Observation - Teaching Faculty

Date: _____

Unit Members Name: _____

Discipline: _____

Class Observed/Course#: _____

Work Location: _____

Date Class Observed: _____

of Students: _____

Type of Class: _____

Observation Done By: _____

Narrative:

Depth/Breadth of Knowledge:

Educational Methods Techniques

Course Design & Structure (on-line only):

Effectiveness of Communications:

Rapport:

Overall Effectiveness

**Commendations/
Recommendations**

Evaluation Prepared by:

Signature:

Date:

UNIT MEMBER ACKNOWLEDGEMENT:

I have read and received a copy of this evaluation. My signature below does not necessarily indicate agreement with the contents of this evaluation. I understand I have the right to make written comments regarding this evaluation which when submitted will be attached to this evaluation document.

Employee Signature:

Date:

If you require additional space feel free to attach pages as needed.



Team Class Observation Evaluation Summary Teaching Faculty

Date: _____

Unit Members Name: _____

Discipline: _____

Supervising Administrator: _____

Work Location: _____

Tenure Status: _____

Required:

Administrative Review

Student Evaluation

Peer Review

Optional: Self Evaluation (*tenured faculty*)

Evaluation Team
Recommendations:

Summary of
Performance:

Recommendations for
Improvement:

Evaluation Prepared by:

Evaluation Team Member _____

Date: _____

Evaluation Team Member _____

Date: _____

Evaluation Team Member _____

Date: _____

Evaluation Team Member _____

Date: _____

I have read and received a copy of this evaluation. My signature below does not necessarily indicate agreement with the contents of this evaluation. I understand I have the right to make written comments regarding this evaluation which when submitted will be attached to this evaluation document.

Employee Signature: _____

Date: _____

Rebuttal: _____

Administrative Review - Teaching Faculty

Date: _____

Unit Members Name: _____

Department: _____

Supervising Administrator: _____

Work Location: _____

Tenure Status: _____

Evaluation Orientation: _____

Evaluation Team
Review Conference:

Faculty observations were conducted by the evaluation team and are attached:

Student evaluations were conducted as a part of this evaluation process and are attached:

Administrative Review:

Performance Rating - Any "Needs Improvement" or "Unsatisfactory" rating will require a written explanation and a suggestion for improvement. Ratings are listed as Satisfactory, Needs Improvement and Unsatisfactory.

Follows established classroom instruction based upon course outline of record: Rating: _____

Write and share with students a course syllabus that informs students of course requirements, grading expectations and criteria, and attendance requirements: Rating: _____

Maintains necessary attendance, scholastic, and student records including course syllabi, and submits them according to published guidelines: Rating: _____

Posts and maintains office hours (at least five hours a week) that are convenient for students and instructor: Rating: _____

Begin class sessions on time and be prepared with appropriate materials to deliver lecture or laboratory presentation: Rating: _____

Returns homework/outside class assignments and provides feedback in a timely manner. Rating: _____

Participates in departmental, instructional, and other required campus meetings. Rating: _____

Participates in staff development and FLEX activities. Rating: _____

Participates in graduation ceremonies. Rating: _____

Unit Members Name: _____

Date: _____

Participates in one or more college committee or program committee such as shared governance service on Educational Technology Council, a advisory committee or involvement with third party regulatory agency, etc.

Rating: _____

Contract Requirements:

Maintain currency in field; some examples of activities may include, but are not limited to, attending conferences, presenting papers, publishing, taking courses approved by the Salary Advancement Committee, internet research or textbook reviews.

Rating: _____

Committee Work.

Rating: _____

Timely submission of grades.

Rating: _____

Accurate and timely accounting of student attendance in order to maximize the number of FTES for which the District is paid.

Rating: _____

OVERALL PERFORMANCE RATING:

Any "needs improvement" or "unsatisfactory" rating will require a written explanation and improvement plan.

**Commendations/
Recommendations:**

Evaluation Prepared by:

Supervising Administrator:

Supervising Administrator Signature:

Date:

UNIT MEMBER ACKNOWLEDGEMENT:

I have read and received a copy of this evaluation. My signature below does not necessarily indicate agreement with the contents of this evaluation. I understand I have the right to make written comments regarding this evaluation which when submitted will be attached to this evaluation document.

Unit Member Signature:

Date:

Administrative Review - Non-Teaching Faculty

Date:

Unit Members Name:

Department:

Job Title:

Work Location:

Supervising Administrator:

Tenure Status:

Evaluation Time lines:

Evaluation Orientation:

Evaluation Team Review Conference:

Faculty observations were conducted by the evaluation team members and are attached:

Student evaluations were conducted as a part of this evaluation process. Those evaluations along with summary of student comments received for this faculty member are attached.

Administrative Review:

Performance Rating - Any "Needs Improvement" or "Unsatisfactory" rating will require a written explanation and a suggestion for improvement. Ratings are listed as Satisfactory, Needs Improvement and Unsatisfactory.

Depth and Breadth of knowledge. Rating:

Methods and techniques used. Rating:

Communication and listening skills. Rating:

Rapport with students and colleagues. Rating:

Participates in departmental and other required campus meetings Rating:

Observes daily work schedule and is prepared for academic, career, and personal counseling. Rating:

Maintain currency in field; some examples of activities may include, but are not limited to, attending conferences, training, presenting papers, publishing, taking courses approved by the Salary Advancement Committee or internet research. Rating:

Participates in graduation ceremonies. Rating:

Unit Members Name:

Date:

Participates in one or more college committees or program such as shared governance committees, service on Educational Technology Council, a career advisory committee or involvement with third party regulatory agency, etc.

Rating:

OVERALL PERFORMANCE RATING:

Any "needs improvement" or "unsatisfactory" rating will require a written explanation and improvement plan.

**Commendations/
Recommendations:**

**Additional Comments
or Goals:**

Evaluation Prepared by:

Supervising Administrator:

Date:

Supervising Administrator Signature: _____

UNIT MEMBER ACKNOWLEDGEMENT:

I have read and received a copy of this evaluation. My signature below does not necessarily indicate agreement with the contents of this evaluation. I understand I have the right to make written comments regarding this evaluation which when submitted will be attached to this evaluation document.

Unit Member Signature: _____

Date:

Observation - Non-Teaching Faculty

Date:

Unit Members Name:

Department:

Location:

Observation Completed By:

Session Observed:

Date Of Observed:

Depth/Breadth of Knowledge:

Methods/Techniques:

**Effectiveness of
Communication:**

Overall Effectiveness:

**Commendations/
Recommendations**

Evaluation Prepared by:

Signature:

Date:

UNIT MEMBER ACKNOWLEDGEMENT:

I have read and received a copy of this evaluation. My signature below does not necessarily indicate agreement with the contents of this evaluation. I understand I have the right to make written comments regarding this evaluation which when submitted will be attached to this evaluation document.

Employee Signature:

Date:

If you require additional space feel free to attach pages as needed.

Team Evaluation Summary Non-Teaching Faculty

Date:

Unit Members Name:

Department:

Job Title:

Work Location:

Supervisor:

Tenure Status:

Evaluation Review Period-Month:

Year:

Next Evaluation Due Date:

Evaluation Review Period-Month:

Year:

Required:

Administrative Review Completed

Peer Review Completed

Student Evaluation Completed

Optional:

Self Evaluation (*tenured faculty*) Completed

Evaluation Team Recommendations:

Summary of Performance:

Recommendations for Improvement:

Evaluation Prepared by:

Evaluation Team Member _____

Date:

Evaluation Team Member _____

Date:

Evaluation Team Member _____

Date:

Evaluation Team Member _____

Date:

I have read and received a copy of this evaluation. My signature below does not necessarily indicate agreement with the contents of this evaluation. I understand I have the right to make written comments regarding this evaluation which when submitted will be attached to this evaluation document.

Employee Signature _____

Date:

Rebuttal:

**Mt. San Jacinto College Tenure Review Committee
CONTRACT FACULTY EVALUATION PROCESS SUMMARY**

Faculty Name:

Date:

Faculty's Status (contract year):

Discipline:

Orientation Meeting:

First Team Meeting:

Review Conference:

Date of Written Report with all signatures and recommendations:

Supervising Administrator:

Name(s) of Faculty/Administrative Team Members: 1. _____ 2. _____
3. _____

Comment(s) related to team members' participation:
Special circumstances of note:

INSTRUCTIONAL FACULTY:

Number of classroom observations by team members:

Number of sections with student evaluations completed:

Clarifications of any of the above:

Overall scores:

COUNSELING FACULTY:

Number of counseling observations by team members: _____

Number of student evaluations completed: _____

Clarifications of any of the above:

Overall scores: _____

OTHER FACULTY: N

OTHER EVALUATIVE MEASURES ONLY IF APPLICABLE:

Contractual obligations being met? Yes No Explain:

Evaluation Team/Supervising Administrator Recommendation(s): Retain Dismiss Advance to Tenure

Areas/Plans for Improvement (indicate if none):

Plans for follow-up (indicate if none):

Explain how "Areas/Plans for Improvement" from previous years were satisfactorily resolved:

For Tenure Review Committee:

_____ TRC accepts the findings and recommendations of the faculty evaluation team to be consistent with the evaluation processes as established in the shared government document and contract.

_____ TRC expresses concern that the evaluation process as established was not followed in its entirety and encourages the area dean and the team to follow the established process in the future.

TRC Chair (signature)

Date