

MEMORANDUM OF UNDERSTANDING  
between  
Allan Hancock Joint Community College District  
and  
Faculty Association of Allan Hancock College

The parties to this Memorandum of Understanding are the Allan Hancock Joint Community College District ("the District") and the Faculty Association of Allan Hancock College ("FA").

WHEREAS ACCJC recommended, in its External Evaluation Report dated February 2017 as follows:

**Recommendation 2**

In order to meet the Standards, the team recommends the College review, modify, and implement the curriculum approval and tracking process of course outlines, including distance education, to ensure accuracy, currency, and systematic evaluation. (Standards II.A.2, II.A.3, II.A.16)

**Recommendation 3**

In order to meet the Standards and policy on DE and CE, the College must ensure courses taught through distance education include regular and substantive contact initiated by the instructor. (Standards II.A.2, II.A.7, II.A.16 and the policy on DE and CE)

**Recommendation 6**

In order to meet the Standards, the team recommends, the College continue the progress made on updating evaluations and ensure that performance evaluations are regularly and consistently completed for all employees. (Standard III.A.5)

**Recommendation 7**

In order to meet the Standards, the team recommends that faculty, academic administrators, and others directly responsible for student learning have, as a component of their evaluation, consideration of how these employees use the results of learning outcomes assessment to improve teaching and learning. (Standard III.A.6.); and

WHEREAS the parties mutually sunshined the following interests:

- Include student survey as requirement for all full-time faculty who teach distance education courses as part of faculty evaluation
- All full-time faculty must use the district approved distance education content management system of all distance education courses
- Verification of instructor initiated contact of students in all distance education course a faculty evaluation

WHEREAS the parties met to negotiate on April 18, 2017;

NOW, THEREFORE, in consideration of the mutual promises, conditions, and representations contained herein, the parties agree to the attached changes to Article 17 and its appendix forms.

This Memorandum of Understanding shall be effective upon ratification by the Faculty Association and approval by the Board of Trustees and will remain in effect through January 1, 2018 or upon inclusion in



## ARTICLE 17

### EVALUATION AND TENURE

#### Proposed Changes Negotiated on 4/18/2017

##### 17.1 Definitions

“Supervisor” refers to the administrator who is the immediate supervisor of a bargaining unit member.

“Appropriate vice president” refers to the vice president who oversees the bargaining unit member.

“Classroom” or “worksite” may refer to either a physical location or to distance learning instruction of all modalities used by the district, including but not limited to Internet, audio cassette, instructional television, and videoconferencing.

“Client” means persons served or assisted by the bargaining unit member as part of his or her primary duty. Students are considered a primary client. Other clients include but are not limited to community resource contacts, academic and career institution contacts, advisory groups, professional colleagues and administrators.

“Contract faculty” or “probationary faculty” or “tenure-track faculty” means a bargaining unit member who is employed on the basis of a contract in accordance with the provisions of Education Code Section 87605 or Subdivision (b) of Section 87608.

A “day” in this article is a “business day” – any day Monday through Friday on which the Allan Hancock Joint Community College District administrative offices are open for business.

“Evaluation forms” refer to evaluation forms mutually agreed upon between the District and the Faculty Association to be used in the evaluation of a bargaining unit member. The District shall post all evaluation forms on the AHC online management system.

“Evaluation team” refers to the members of the approved group consisting of the supervisor and two tenured bargaining unit members, one of which is selected by the bargaining unit member undergoing evaluation and the other is selected by the supervisor as provided within this Article. All members of an evaluation team shall be trained in accordance with the provisions of this Article.

“Primary duties/assignment” are defined as those duties associated with the assignment area in which an employee was hired.

“Probationary faculty” - see “contract faculty”

“Regular faculty” or “tenured faculty” means a tenured bargaining unit member who is employed in accordance with the provisions of Education Code Subdivision (c) of Section 87608 or Section 87609.

“Temporary faculty” means a non tenure-track bargaining unit member who is employed in a full-time capacity on a temporary basis fully compensated by categorical funds within the provisions of Education Code section 87470.

SGID - Small Group Instructional Diagnosis is an evaluation process conducted by a trained facilitator.

“Special assignments” are assigned or reassigned activities other than the bargaining unit member’s primary duties.

“Overload assignment” is an activity in addition to a regular contract load of the bargaining unit member.

“Worksite” (see “Classroom” definition)

“Performance techniques” are methods used appropriate to the bargaining unit member’s teaching or service assignment.

## 17.2 Purpose and Intent

17.2.1 The primary purpose of the evaluation of faculty is the continuous improvement of instruction and support services at Allan Hancock College. Other purposes include the maintenance of quality in programs and instruction and the professional competence of the faculty.

17.2.2 The evaluation process shall promote professionalism, enhance performance, and be closely linked with professional growth efforts.

17.2.3 The temporary faculty hired as preschool teachers are exempt from the professional development and responsibilities evaluation requirement and criteria.

17.2.4 The evaluation shall not be arbitrary or capricious or discriminatory in scope or practice.

17.2.5 The intent of the regular periodic evaluations is to evaluate up to a 1.0 full-time equivalent load of the employee’s primary assignment activities.

## 17.3 Criteria

The following criteria delineate the areas of faculty evaluation and tenure as they relate to their primary assignment.

### 17.3.1 Competency

- 17.3.1.1 Bargaining unit members teaching in any modality shall demonstrate satisfactory performance in the following areas:
- a) knowledge of teaching field or assignment;
  - b) effective communication with students;
  - c) teaching, counseling or other service techniques;
  - d) organization skills;
  - e) use of appropriate materials related to primary assignment;
  - f) incorporation of appropriate ~~evaluation~~ student assessment methods;
  - g) the use of District course management system is required of all fully on-line and hybrid course sections. appropriate technology.

17.3.2 Students

- 17.3.2.1 Bargaining unit members shall evidence respect for students' rights and needs by demonstrating
- a) objectivity and fairness in the evaluation and discussion of student work;
  - b) maintenance of contractual obligations to hold regular and timely office hours;
  - c) respect for the rights and responsibilities of students as expressed in official college policies; and
  - d) appropriate record keeping and reporting.

17.3.3 Colleagues

- 17.3.3.1 Bargaining unit members shall evidence respect for colleagues and the teaching profession by:
- a) acknowledging and defending the free inquiry of their associates in the exchange of ideas;
  - b) acknowledging academic debts (crediting sources to avoid plagiarism);
  - c) acting in accordance with the ethics of the profession and with a sense of personal integrity; and
  - d) establishing and maintaining cooperative working relationships among faculty, administrators, and staff.

17.3.4 Professional Development

- 17.3.4.1 The bargaining unit member shall demonstrate continued professional development by completing 36 hours annually as defined in Article 16.

17.3.4.2 By the end of the third week of each fall semester, bargaining unit members will submit a tentative professional development plan to their supervisor for approval. Changes can be made at any time during the academic year and a final validation of completed activities shall be submitted to the supervisor's office no later than the fourteenth week of the spring semester.

17.3.4.3 Activities completed between the end of the spring semester and June 30<sup>th</sup> can be counted to the prior year's professional development plan. Activities completed between July 1<sup>st</sup> and the beginning of fall semester will be counted in the next year's plan.

17.3.4.4 College service over and above the required two hours per week of professional responsibilities (as defined in 17.4) can be used towards the professional development obligation.

17.4 Professional Responsibilities

- 17.4.1 Examples include but are not limited to the following: Committee participation and work, district related meetings, program review, peer evaluation review, part-time faculty evaluations, registration activities (during registration periods), outreach activities when not part of the primary assignment, and/or volunteer work to support college events and activities. Under the current contract load bargaining unit members are responsible for an average of two hours per week of professional responsibilities.

17.5 Special Assignments

- 17.5.1 Special assignments are considered voluntary activities. Performance in special assignments is not evaluated for the purpose of tenure. The district may evaluate faculty

performance in a special assignment as a basis to determine suitability for that particular assignment.

17.5.2 Criteria for evaluation of special assignments:

- a) Evaluation shall be based on the bargaining unit member's ability to perform the assigned duties as defined in the assignment job description.
- b) The evaluation shall utilize a standardized evaluation form and method developed for the assignment.
- c) Unless otherwise prohibited, the evaluations of special assignments or reassigned duties shall not be more frequent than an annual review.

17.5.3 Department Chair and Coordinator shall be evaluated pursuant to article 17.5.2 and 18.14.2.

17.5.4 Evaluation of Faculty with Overload Assignments: faculty with teaching loads greater than 1.0 FTL shall select which classes are evaluated up to 1.0 of teaching assignments

17.6 Frequency of Evaluations

17.6.1 Probationary faculty shall be evaluated in their first, third, fifth, and seventh semesters. Mid-year (spring) hires shall be considered as entering into the first probationary year in the first fall semester of the assignment.

17.6.2 Regular faculty shall be evaluated every third academic year and may be evaluated in either semester.

17.6.3 Temporary faculty hired as preschool teachers shall be evaluated in each of their first four years and thereafter on a tri-annual schedule. These evaluations will be the basis of the recommendation for reemployment.

17.6.4 In addition to the periodic evaluations, the appropriate vice president may, authorize an off cycle evaluation of a bargaining unit member based upon substantiated complaints that his/her performance is less than satisfactory in the areas delineated in Section 17.3.

17.6.4.1 The supervisor shall notify the bargaining unit member of such an off cycle evaluation in advance. See off cycle evaluation in this Article.

17.6.5 A bargaining unit member who teaches or provides service in a discipline outside their primary assignment will be evaluated using the off cycle process during the first semester of the new assignment, after which evaluations will continue on the employee's regular cycle.

17.7 Timelines

In order to fulfill the purpose of this article, bargaining unit members shall be evaluated according to the timelines set forth in this article.

17.8 Training for Evaluators

17.8.1 The District and Faculty Association shall jointly develop and provide annual training in evaluation techniques including how to conduct class/worksite visits, interpreting student ratings, and administering Small Group Instructional Diagnoses (SGIDs).

17.8.2 The evaluation training shall be mandatory for supervisors of evaluation teams effective fall 2009. The supervisors will provide orientation prior to or in conjunction with the initial team meeting for team members who have not been oriented within the prior three years.

## 17.9 Evaluation Team

17.9.1 The evaluation team shall consist of the supervisor and two (2) tenured bargaining unit members; one selected by the bargaining unit member undergoing evaluation and the other selected by the supervisor in the following order of preference: the designated program coordinator; the department chair; other tenured faculty member.

17.9.2 The supervisor is the team leader and shall be responsible for communications between the bargaining unit member and the team, assigning evaluation workload to team members, ensuring compliance with process and timelines, distributing and gathering forms, coordinating meetings, and submitting the final report to the vice president.

17.9.3 Team Conduct and Meetings: The evaluation team shall conduct its evaluation in confidence. Team members shall not discuss a bargaining unit member's performance with anyone not directly involved in the process.

## 17.10 Process

17.10.1 Notification: Prior to the end of the first week of the semester the supervisor shall provide the bargaining unit member with the Evaluation Notification Form in the appendix and request the student feedback summary report for the bargaining unit member.

17.10.2 Team Selection: Prior to the end of the second week of the semester, the evaluation team shall be identified. If the bargaining unit member being evaluated does not provide a name to the supervisor, the second member of their team will be appointed by the bargaining unit member's supervisor.

17.10.3 Initial/Orientation Meeting: Prior to the end of the fifth week, the evaluation team shall meet with the bargaining unit member being evaluated to discuss the purpose, criteria, procedures, and timelines for the evaluation. The team, with input from the bargaining unit member being evaluated, will identify colleagues and staff who are in positions to comment on his/her job performance. Team member orientations shall be held prior to or in conjunction with this meeting.

17.10.3.1 Probationary/Temporary Faculty (excluding the preschool teachers): The probationary bargaining unit member shall be evaluated using student evaluations and the SGID process, classroom visits, colleague and supervisor feedback, and a self-evaluation packet as provided in the appendix.

17.10.3.2 Regular Faculty: Regular faculty shall be evaluated using student evaluations (or the bargaining unit member may request an SGID in place of the student evaluations), colleague and supervisor feedback and the self-evaluation packet as provided in the appendix.

17.10.3.3 Preschool Teachers: Preschool teachers shall be evaluated using parent

feedback forms, colleague and supervisor feedback, and classroom evaluations using the designated forms in the appendix.

- 17.10.4 Observation and Feedback Reports: Between the first day of the eighth week and the last day of the tenth week of the semester, the evaluation team shall conduct worksite observations and/or distribute and collect the colleague feedback surveys as specified in the appendix.
- 17.10.4.1 Self Evaluation Due: Prior to the end of the tenth week of the semester, the bargaining unit member shall submit his/her self-evaluation packet to the supervisor.
- 17.10.4.2 For distance learning classes, at the end of the tenth (10<sup>th</sup>) week of the semester, the supervisor shall requests the survey results from the appropriate support staff.
- 17.10.5 Consensus Meeting: Prior to the end of the twelfth week, the evaluation team shall meet to review all documents and prepare the Evaluation Report in the appendix.
- 17.10.6 Special Meeting(s): At anytime during the evaluation process a team member may meet with the bargaining unit member to gain clarification and understanding. The purpose of this meeting is to ensure each team member fully understands the issue(s) and has provided due consideration for fairness.
- 17.10.7 Final Meeting: Prior to the end of the fourteenth week of the semester, the team shall meet with the bargaining unit member to review the Evaluation Report; its findings and recommendation. The bargaining unit member shall be provided a copy of the report.
- 17.10.8 Administrative Review and Approval: After signature by the team members and the bargaining unit member, the final written evaluation and attachments shall be forwarded to the appropriate vice president for review and signature.
- 17.10.8.1 The appropriate vice president shall make a recommendation to the superintendent/president.
- 17.10.8.2 The superintendent/president shall make a final recommendation to the Board of Trustees.
- 17.10.9 Personnel File: One copy of the final evaluation report shall be provided to the bargaining unit member and the original shall be placed in the bargaining unit member's personnel file. No other copies, drafts and materials shall be maintained outside the office of human resources.
- 17.10.9.1 If the overall rating is satisfactory then only the evaluation report need be included, all observation and feedback reports shall be destroyed pursuant to district policy.
- 17.10.9.2 If the overall rating is unsatisfactory, then all feedback and ~~observation reports~~ observation reports shall be retained in the office of human resources in a separate file.

17.11 Classroom/Worksite Visit

17.11.1 Classroom/worksite visits are required for all probationary faculty. They are optional for regular faculty with the exception of faculty who have not been observed (at least once) teaching in the distance learning modality.

17.11.11.1 Purpose: The purpose of classroom/worksite visits is to observe the bargaining unit member in the performance of his/her primary assignment and to provide feedback to the bargaining unit member.

17.11.11.2 Each evaluation team member shall schedule with the bargaining unit member a time to make a 50-minute class/worksite visit. After the visit, the evaluator shall complete the classroom/worksite observation form (in the appendix) and meet with the bargaining unit member to review the results.

17.11.11.3 The bargaining unit member shall sign the form acknowledging the review and may indicate agreement with the content or may, within seven (7) days, submit a written response to the visitation evaluation form.

17.11.11.4 Each team member shall perform at least one classroom or worksite observation of a primary duty. Every attempt shall be made for the evaluators to observe different class sections or courses. If the bargaining unit member's load includes distance learning classes, then at least one of the observations shall include a distance learning class.

17.11.11.5 In the case of counselors and other academic specialists, at least one worksite visitation shall include an observation of an activity relevant to his or her primary duty such as a counseling session or in-group session. If the load includes instruction, then at least one observation shall be a classroom visit.

17.11.11.6 All classroom/worksite/SGID evaluation forms shall be submitted to the supervisor no later than the end of the 11<sup>th</sup> week of the semester.

17.12 Student/Client -Feedback

17.12.1 The purpose of student/client feedback is to obtain input from students/clients pertaining to the bargaining unit member's effectiveness.

17.12.2 For probationary faculty, at least one evaluation shall be by the SGID method-.

17.12.3 The feedback forms shall be distributed to students/clients of the bargaining unit member being evaluated.

17.12.4 Distance learning classes will be evaluated using the distance learning student evaluation form (in the appendix) posted to the bargaining unit member's site on the district's course management system.

17.12.5 Except where otherwise specified, team members shall administer the student survey process and, when appropriate, conduct student SGID's.

- 17.12.6 The supervisor shall collect the forms and submit the student survey forms and have them tabulated and processed.
- 17.12.7 The supervisor will distribute the computer printouts of numerical data from the student evaluation form to the evaluation team members and the bargaining unit member for review and discussion.
  - 17.12.7.1 In order to maintain student confidentiality, written comments on student ratings forms will not be returned to the person being evaluated until the end of the semester and after grades have been submitted. Only the person being evaluated, the evaluation team, and the appropriate clerical personnel shall see written comments on student ratings forms.
- 17.12.8 Within seven (7) days from date of distribution, the person being evaluated shall submit a written response on the appropriate form to the student ratings and SGID reports, which shall be attached to the numerical printouts for distribution to team members.
- 17.12.9 Any reference to student ratings in the final written evaluation shall be based upon the student evaluation forms and the SGID(s).
- 17.12.10 Student/client surveys may be distributed before or after classroom observations.
- 17.13 Colleague Feedback
  - 17.13.1 Colleague feedback forms in the appendix are used to gather input from colleagues and staff.
  - 17.13.2 The supervisor shall distribute the colleague feedback forms to the persons identified during the initial meeting and collect the completed forms.
  - 17.13.3 Colleague feedback forms shall include the name and signature of the person completing the form. Anonymous forms shall be discarded and not considered for evaluation.
  - 17.13.4 The bargaining unit member undergoing evaluation shall not have a right to see the names of the person(s) completing the feedback. The supervisor shall ensure that the bargaining unit member undergoing evaluation does not view the name(s) of the person(s) completing the feedback forms.
- 17.14 Evaluation Report
  - 17.14.1 The evaluation report shall accurately describe the evaluation process used, evaluation activities engaged in by the bargaining unit member and significant findings according to the criteria listed in this Article and the overall assessment reached by the team of how well the bargaining unit member meets the criteria. The Evaluation Report shall include a recommendation based upon the findings.
  - 17.14.2 Conclusions reached by the team shall be based on direct observation and feedback documentation gathered during the evaluation. The team may consider documented complaints or concerns as well as commendations that have been previously shared with the bargaining unit member and are part of the bargaining unit member's personnel file.

- 17.14.3 Second-hand information, hearsay, and unsubstantiated complaints shall not be considered by the team or included in the evaluation report.
- 17.14.4 All members of the evaluation team must sign the evaluation report. If a member of the evaluation team is not in agreement with the assessment of the other team members, the dissenting member must ~~may~~ attach a statement giving the reason(s) for the disagreement.
- 17.14.5 The bargaining unit member being evaluated shall acknowledge receipt of the evaluation report by signature and may, within eight (8) days after receipt of the report, submit a written response to it, which shall be attached. A copy of the evaluation report shall be provided to the bargaining unit member.
- 17.14.6 Recommendations - Pursuant to the provisions of the Education Code sections 87606, 87608.5, and 87609:

Satisfactory Evaluations:

- 17.14.6.1 Regular Faculty: An overall satisfactory rating requires no further action.
- 17.14.6.2 Probationary Faculty: An overall satisfactory rating during the first three years shall result in a recommendation to re-hire. An overall satisfactory rating during the fourth year shall result in a recommendation to award tenure.

Unsatisfactory Evaluations:

- 17.14.6.3 Regular Faculty: An overall unsatisfactory rating may result in one or more of the following:
- a) —a recommendation for an off-cycle evaluation
  - b) development and measurement of specific goals for improvement
  - c) —additional training
- 17.14.6.4 Probationary Faculty: An overall unsatisfactory rating may result in an off-cycle evaluation, additional mentoring/training or recommendation not to reemploy/not to award tenure pursuant to provisions in the Education Code. The vice president's decision regarding an unsatisfactory evaluation will be based on the severity of the noted deficiencies, previous evaluations. The appropriate vice president will provide the bargaining unit member an opportunity to meet and discuss the unsatisfactory evaluation.

17.15 Procedural Compliance

- 17.15.1 It is the intent of the procedures and timelines defined in this Article to provide effective, meaningful, and fair evaluations of bargaining unit members. Every effort shall be made to comply with the defined process and timelines of this Article.
- 17.15.2 The parties recognize there will be occasions when a timeline or process may not apply to a particular bargaining unit member's situation or that it may be inadvertently misapplied or overlooked.
- 17.15.3 If non-compliance is due to a unique assignment or to an accidental oversight, then the supervisor shall immediately notify the director of human resources who in turn shall notify the Faculty Association to meet and confer. The district, bargaining unit

member and Faculty Association shall agree to a modified process and/or timeline.

17.15.4 Any delays resulting from procedure or timeline non-compliance shall not be held against the bargaining unit member and every effort should be made to implement a modified process, which is fair and has the least adverse impact on the bargaining unit member.

17.15.5 Failure to comply with a procedure or timeline shall not result in a probationary bargaining unit member automatically acquiring tenure.

17.16 Off Cycle Evaluations

17.16.1 The appropriate vice president may authorize an off cycle evaluation of a bargaining unit member based upon substantiated complaints that a bargaining unit member's performance is less than satisfactory in the areas delineated in Section 17.3; or, when a bargaining unit member receives an overall unsatisfactory rating during a periodic evaluation.

17.16.2 When the vice president authorizes an off cycle evaluation it will be limited to those areas in which deficiencies were delineated in Section 17.3.

17.16.3 The evaluation process/timelines as outlined in this article for regular evaluations shall be followed in the off cycle evaluation, except that feedback forms and SGID shall be limited to address only the areas noted for review.

17.16.4 Materials gathered in previous evaluations may be used in the initial meeting of the off cycle evaluation.

17.16.5 If the off cycle evaluation is the result of an overall unsatisfactory rating during a periodic evaluation, then the same team shall perform the off cycle evaluation unless, the bargaining unit member requests a team change. The bargaining unit member shall have the right to change the faculty team members. Selection of replacement team members shall be determined in the same manner as described for the regular evaluation.

17.16.6 If the bargaining unit member requests a new administrator, then the appropriate vice president may appoint a different administrator to conduct the off cycle evaluation.

17.16.7 The evaluation team shall work constructively with the person being re-evaluated to encourage improvement. The techniques involved shall include consultation and may include class/worksite visits, recommended course work, review of literature, arrangement for updating of background, staff development activities, and any other appropriate activities agreed upon by the team.

17.17 Grievance Process

17.17.1 The contents of evaluations of tenured bargaining unit members are not subject to the grievance procedures set forth in Article 6. The procedures of Article 6 shall apply to any allegation that the specific procedures contained herein have been misinterpreted, misapplied or violated. However, nothing in the procedures contained in Article 6 shall be construed to permit revision of the contents of any evaluation.

17.17.2 Allegations that the District, in a decision not to reappoint a probationary bargaining

unit member, violated, misinterpreted or misapplied any of the procedures contained in this article shall be classified and procedurally addressed as grievances. They shall thereafter be processed in accordance with this article. Article 6 shall not apply.

17.17.3 General Provisions

17.17.3.1 A “grievance” as used in this article only is a formal written allegation that the District, in a decision not to offer a probationary bargaining unit member a second or third contract, violated, misinterpreted, or misapplied any of its policies and procedures concerning the evaluation of the probationary bargaining unit member.

17.17.3.2 A “grievance” is also a formal written allegation that the District, in a decision denying tenure to a probationary bargaining unit member employed under a third contract, acted unreasonably or violated, misinterpreted, or misapplied, any of its policies and procedures concerning the evaluation of the probationary bargaining unit member.

17.17.3.3 A “grievant” as used in this Article is a probationary bargaining unit member denied reappointment or tenure; or the Faculty Association on behalf of the bargaining unit member.

17.17.4 Level One — Written Grievance

17.17.4.1 Within ten (10) days of receiving the Board of Trustees official written notice, the grievant must present his/her grievance in writing to the appropriate vice-president.

The grievance shall:

- (a) be specific;
- (b) contain a synopsis of the facts supporting the allegation;
- (c) identify the specific policy or procedure of this article which is alleged to have been violated;
- (d) contain the date of the alleged violation;
- (e) state the remedy requested; and
- (f) be signed by the grievant.

17.17.4.2 The vice president shall communicate his/her decision to the bargaining unit member in writing within ten (10) days after receiving the grievance. If the vice president does not respond within the time limits, the grievant may appeal to the next level.

17.17.5 Level Two — Arbitration

17.17.5.1 If the grievant is not satisfied with the disposition of the grievance at Level One or if no written decision has been rendered within ten (10) days after submission of the grievance to the vice president, the grievant may, within an additional five (5) days, request in writing that the grievance be submitted to arbitration.

17.17.5.2 The grievant and the District shall attempt to agree upon an advisory arbitrator. If no agreement can be reached, they shall request the California State Mediation and Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools and community colleges. Each party shall alternately strike a name until only

one name remains. The remaining panel member shall be the advisory arbitrator. The order of the striking shall be determined by lot. If the arbitrator will not be available within sixty (60) days, the parties shall secure another list and repeat the selection.

17.17.5.3 The arbitrator shall be without power to grant tenure, except for failure to give notice on or before March 15 pursuant to subdivision (b) of Education Code Section 87610. The arbitrator may issue an appropriate make-whole remedy, which may include, but need not be limited to, back pay and benefits, reemployment in a probationary position, and reconsideration.

17.17.5.4 The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of the procedures of this article in the respect alleged in the grievance. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him/her by the parties in the presence of each other and upon arguments presented in briefs, if any. The arbitrator shall consider and decide only on the specific issues submitted in writing and shall have no authority to make a decision on any other issue not so submitted.

17.17.6 Arbitrator's Decision and Board Review

17.17.6.1 The arbitrator's decision will be in writing and will set forth all findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any recommendation which requires the commission of any act prohibited by law or which violates any term of this Agreement. The arbitrator in no case shall make any recommendation inconsistent with District duties, responsibilities, or obligations as such are prescribed in state or federal law. The decision of the arbitrator will be submitted to the Board of Trustees, the Superintendent/President of the college, the grievant, and the Association.

17.17.6.2 The decision of the arbitrator shall be in the form of a recommendation to the Board of Trustees. The Board shall render a decision on the matter within thirty (30) days after receiving the arbitrator's decision. Such decision shall be final and binding on all parties. If the Board does not render a decision within the time specified, it shall be deemed to have adopted the decision reached by the vice president at Level One.

17.17.6.3 Arbitration Costs: The district will incur the cost of arbitration for grievances under this section of this article.

17.18 Evaluation Forms to be used in this article shall not be altered or replaced except by mutual agreement via the negotiations process. Approved forms shall be placed into the appendix of this Article and the District shall post the forms on the District's online management system.

**Full-time Faculty Evaluation Form**  
**(Article 17 – Evaluations)**  
**Proposed Changes Negotiated on 4/18/2017**

*This form may not be modified unless mutually agreed to between the District and Faculty Association.*

Semester: \_\_\_\_\_ Academic Year: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Department: \_\_\_\_\_ Division: \_\_\_\_\_

Division Supervisor: \_\_\_\_\_

Faculty Status (check one):  Regular (Tenured)  Probationary (tenure track)  Temporary

If probationary, check one:  1<sup>st</sup> year  2<sup>nd</sup> year  3<sup>rd</sup> year  4<sup>th</sup> year

If Temporary, check one:  1st year  2nd year  3rd year  4th year  over 4 years

Evaluation Type and Cycle (17.6) (check one):

Probationary faculty (tenure track) \_\_\_ 1<sup>st</sup> \_\_\_ 2<sup>nd</sup> \_\_\_ 3<sup>rd</sup> \_\_\_ 5<sup>th</sup> \_\_\_ 7<sup>th</sup> semester

Regular Faculty (Tenured) triennial

Temporary Faculty \_\_\_ 1<sup>st</sup> yr \_\_\_ 2<sup>nd</sup> yr \_\_\_ 3<sup>rd</sup> yr \_\_\_ 4<sup>th</sup> yr \_\_\_ triennial

Off cycle (indicate reason): \_\_\_\_\_

Evaluation Team Members (17.8, 17.9 , 17.10):

Supervisor: \_\_\_\_\_

Faculty member (Supervisor designee): \_\_\_\_\_

Faculty member (Faculty designee): \_\_\_\_\_

Evaluation process (17.10.3.1, 17.10.3.2, 17.10.3.3) used in this evaluation:

\_\_\_ SGID (required for probationary/temporary faculty; faculty option for regular faculty) (attach results)

\_\_\_ Classroom/worksite observation (required for probationary/temporary faculty) (attach results)

\_\_\_ Self-evaluation Form (attach)

\_\_\_ Student/Client Feedback Forms (attach results summary)

\_\_\_ Colleague/Staff Feedback form (attach results summary)

\_\_\_ Parent Feedback Form (Preschool program) (attach results summary)

The following section summarizes the assessment of the faculty member’s performance based on the input collected during the evaluations process. For each area of evaluation refer to the appropriate rubric pertaining to the faculty member’s primary assignment.

Rate the following areas based on the information gathered from the evaluation process.

| Comments are required when performance is below standards  | Meets | Does not meet | Not observed | Not applicable to |
|--|-------|---------------|--------------|-------------------|
| Section 1: COMPETENCY (17.3.1)   |       |               |              |                   |
| 1. Knowledge of teaching field or assignment   |       |               |              |                   |
| 2. Effective communication <u>with students</u>  |       |               |              |                   |
| 3. Performance techniques  |       |               |              |                   |
| 4. Organization skills   |       |               |              |                   |
| 5. Use appropriate materials related to primary assignment   |       |               |              |                   |
| 6. Incorporation of appropriate <del>evaluation measurements</del> <u>student assessment methods</u> |       |               |              |                   |
| 7. Evidence of meeting course objectives   |       |               |              |                   |
| 8. Use of the district's course management systems   |       |               |              |                   |
| 9. Use of appropriate technology   |       |               |              |                   |
| Section 1 narrative comments required for does not meet standards ratings.                           |       |               |              |                   |
| Section 2: STUDENTS (17.3.2)   |       |               |              |                   |
| 1. Objectivity and fairness in the evaluation and discussion of student work                         |       |               |              |                   |
| 2. Maintenance of contractual obligations to hold regular and timely office hours.                   |       |               |              |                   |
| 3. Respect for the rights and responsibilities of students as expressed in official college policies |       |               |              |                   |

|  |  |  |  |  |
|--|--|--|--|--|
| 4. Appropriate record keeping and reporting  |  |  |  |  |
| Section 2 narrative comments required for does not meet standards ratings.                                 |  |  |  |  |
| Section 3: COLLEAGUES (17.3.3)   |  |  |  |  |
| 1. Acknowledging and defending the free inquiry of their associates in the exchange of ideas               |  |  |  |  |
| 2. Acknowledging academic debts (crediting sources to avoid plagiarism)                                    |  |  |  |  |
| 3. Acting in accordance with the ethics of the profession and with a sense of personal integrity           |  |  |  |  |
| 4. Establishing and maintaining cooperative working relationships among faculty, administrators, and staff |  |  |  |  |
| Section 3 narrative comments required for does not meet standards ratings.                                 |  |  |  |  |
| Section 4: PROFESSIONAL GROWTH (17.3.4)  |  |  |  |  |
| 1. Maintained 36 hours of professional development per Article 16.3  |  |  |  |  |
| Section 4 narrative comments required for does not meet standards ratings.                                 |  |  |  |  |
| Section 5: PROFESSIONAL RESPONSIBILITIES (17.4)  |  |  |  |  |
| 1. Meets Professional Responsibilities average 2 hours per week per 17.4 of the contract.                  |  |  |  |  |
| Section 5 narrative comments required for does not meet standards ratings.                                 |  |  |  |  |

**Evaluation Team’s Final Assessment**

Evaluation team’s assessment of how well the faculty member meets the criteria in 17.3 of the contractual agreement.

- Satisfactory
- Unsatisfactory

**Evaluation Team Recommendation**

- Continue employment pursuant to terms and conditions of his/her appropriate status
- Continue employment under the following condition:
  - an off cycle evaluation to be conducted: \_\_\_\_\_
  - specified goals to be completed by (see attached): \_\_\_\_\_
  - specified training to be completed by (see attached): \_\_\_\_\_
- Award Tenure
- Deny Tenure

**Evaluation Team Signatures**

Supervisor: \_\_\_\_\_ Date \_\_\_\_\_

Faculty team member: \_\_\_\_\_ Date \_\_\_\_\_

Faculty team member: \_\_\_\_\_ Date \_\_\_\_\_

**Acknowledgement Statement**

I have read this report and have had the opportunity to discuss it with each of the evaluation team members. My signature indicated receipt of the evaluation report and not necessarily agreement with the evaluation. I am aware I have the right to discuss this evaluation with my vice-president, if I so desire, and may submit a written response to the evaluation within 8 days after receipt of the report.

\_\_\_\_\_  
Signature of Faculty Member \_\_\_\_\_  
Date

**Vice-president review and recommendation**

I have reviewed the evaluation and recommend the following for the faculty member:  
 Continue employment pursuant to terms and conditions of his/her appropriate status.  
 Continue employment under the following condition:

- an off cycle evaluation to be conducted: \_\_\_\_\_
- specified goals to be completed by (see attached): \_\_\_\_\_
- specified training to be completed by (see attached): \_\_\_\_\_

 Award tenure.  
 Deny tenure.

\_\_\_\_\_  
Appropriate Vice-President \_\_\_\_\_  
Date

- ( ) Original to Faculty Member Personnel File in Human Resources
- ( ) Copy to Faculty Member

## **Student Feedback of Instruction** **Proposed Changes for 9/1/2017**

**Statement of Purpose:** Your thoughtful responses to the following items will help your instructor improve his/her teaching. The college and faculty appreciate your cooperation in completing this evaluation form.

**Evaluation Process:** This evaluation should be done anonymously. Do not put your name on the answer sheet. Your instructor will see your written responses only after final grades have been submitted.

**Directions:** Choose the answer that best describes your response to the following statements. If an item does not apply to a particular course, subject, or instructor, choose option E.

**A. Strongly agree   B. Agree   C. Disagree   D. Strongly disagree   E. No opinion**

1. The instructor seems knowledgeable of the course subject and materials.

2. I understand the instructor's written and verbal explanations.

3. The instructor makes learning this subject interesting.

4. The instructor makes learning this subject challenging.

5. The instructor seems organized and prepared.

5.6. My instructor makes regular attempts to communicate with me.

6.7. I know what is expected of me in this course.

7.8. My instructor grades my work fairly.

8.9. My instructor is available during his/her office hour.

9.10. My instructor is respectful of students.

10.11. I feel the workload for this course is reasonable.

11.12. I would recommend this instructor to other students.

12.13. I attend class regularly.

13.14. I participate in class discussions or activities.

14.15. I am satisfied with my progress in this course.

15.16. I have learned a lot in this course. (Overall course)

16.17. Overall, I think this instructor is a good teacher. (Overall instructor)

We encourage comments related to the above questions. Please include comments: