

## Article 17: EVALUATION AND TENURE

### 17.1 Definitions

“Supervisor” *see Article 16.*

“Appropriate vice president” *see Article 16.*

“Classroom” or “worksite” may refer to either a physical location or to distance learning instruction of all modalities used by the district.

“Client” *see Article 16.*

“College Service” *see Article 16.*

“Contract faculty” or “probationary faculty” or “tenure-track faculty” are synonymous terms and refer to a bargaining unit member who is employed 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 and placed in the appendix. 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.

“Primary duties/assignment” *see Article 16.*

“Reassignment or Reassigned duties” *see Article 18.*

“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 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; and are voluntary.

“Overload assignment” *see Article 16.*

“Worksite” *see “Classroom” definition.*

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

“Prep” as used in 17.4, refers to the act of preparing to teach each course based on the Course Outline of Record (COR). For purposes of evaluation, a course taught through multiple modalities is considered to have multiple preps.

“Colleague” as used in this article is any person employed by the District with whom the evaluatee has regular professional contact. Examples include the bargaining unit member’s immediate supervisor, college administrators, discipline faculty, and classified staff.

## 17.2 Purpose and Intent

17.2.1 The 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.

17.2.1.1 Tenured Faculty: The primary purpose of the regular evaluation for tenured faculty is to provide feedback for the member to consider for personal and professional growth.

17.2.1.2 Probationary Faculty: The primary purpose of the probationary faculty evaluation is to determine suitability for continued employment and tenure.

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

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

17.2.4 The intent of the regular periodic evaluations is to evaluate the employee’s primary assignment activities which are either instruction or service.

17.2.5 The intent of evaluation for special assignment is to determine suitability for that particular assignment. Performance in special assignments is not evaluated for the purposes of tenure.

## 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 student assessment methods;
- g) the use of District course management system is required of all fully on-line and hybrid course sections.

#### 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 annual hours as defined in Article 16.

17.3.5 College Service: The bargaining unit member shall demonstrate continued college service by completing the required hours as defined in Article 16.

17.4 Evaluation of Instructional Assignments

17.4.1 Tenured faculty shall select at least one class per prep (regular load and overload) to be evaluated.

17.4.2 Probationary faculty may have all classes (regular load and overload) evaluated.

17.5 ~~Criteria for~~ Evaluation of Special Assignments

17.5.1 Purpose and Intent

Evaluation of a faculty member performing special assignments shall allow program faculty and staff to examine the leadership, conduct of duties, and the establishment and attainment of program goals. Evaluations may offer constructive criticism and shall contribute to a sense of program collegiality, renewing common understanding between program leadership, faculty and staff. The evaluation is intended as a tool for the support and the improvement of leadership skills, not primarily as a quantitative metric of success. The evaluation process shall promote professionalism, enhance performance, and be closely linked with professional growth efforts. The evaluation shall not be arbitrary or capricious or discriminatory in scope or practice.

- 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 and agreed upon evaluation form and method developed for the assignment (available in the appendix).
- c. Unless otherwise prohibited, the evaluations of special assignments or reassigned duties shall not be more frequent than an annual review.

~~—~~The evaluation may be conducted in conjunction with the employee's regular evaluation; however, there must be a clear and distinguishable separation of the evaluations.

17.5.3 Evaluation Team

By mutual agreement, the faculty member and their supervisor shall determine if the supervisor will solely conduct the evaluation or a team per article 17.9 will conduct the evaluation.

17.5.4 Process

Evaluations for special assignments shall follow the process specified in article 17.10.2.

#### 17.5.5 Frequency of Evaluations

- a. Faculty serving in one-year special assignments are not evaluated per article 17.5.
- b. Faculty serving in two-year special assignments shall be evaluated per article 17.5 in their second semester of the assignment.
- c. Faculty serving in a three-year special assignment shall be evaluated per article 17.5 in their second and fourth semesters of the assignment.
- d. Faculty serving in an on-going special assignment (four years or more) shall be evaluated per article 17.5 in their second and fourth semesters and every three years thereafter.
- e. Faculty members serving in a special assignment that have been evaluated per article 17.5 two times and remain in that special assignment shall only be evaluated every three years per article 17.5.

- 17.6.1 Probationary faculty shall be evaluated in their first (1<sup>st</sup>), third (3<sup>rd</sup>), fifth (5<sup>th</sup>), and seventh (7<sup>th</sup>) semesters. Mid-year (spring) hires shall be considered as entering into the first (1<sup>st</sup>) probationary year in the first (1<sup>st</sup>) fall semester of the assignment.
- 17.6.2 Regular faculty shall be evaluated every third (3<sup>rd</sup>) academic year and may be evaluated in either semester.
- 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 their 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 shall be evaluated using the off cycle process during the first semester of the new assignment, after which evaluations will continue in conjunction with the employee's regular assignment evaluation cycle.
- 17.6.6 Temporary faculty hired under Education Code Section 87470 will be evaluated in the same manner as "probationary evaluation" in this Article.

#### 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

All members of an evaluation team shall be trained.

17.8.1 The Faculty Association and Academic Senate shall jointly develop and provide training in evaluation techniques including how to conduct class/worksite observations, interpreting student feedback, assessing student learning outcomes, and administering Small Group Instructional Diagnoses (SGIDs).

17.8.2 The District shall provide training in evaluation techniques for supervisors of evaluation teams.

#### 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.

17.9.1.1 If the bargaining unit member being evaluated does not provide a name to the supervisor within two (2) weeks of notification of evaluation, the second member of their team will be appointed by the bargaining unit member's supervisor.

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 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 (1<sup>st</sup>) week of the semester the supervisor shall notify the bargaining unit member of their pending evaluation in writing specifying the evaluation process and timeline.

17.10.2 Initial/Orientation Meeting: 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 who are in positions to comment on the evaluatee's job performance. Team member orientations shall be held prior to or in conjunction with this meeting.

- 17.10.2.1 Probationary/Temporary Faculty: The probationary bargaining unit member shall be evaluated using student feedback forms and the SGID process, classroom observations, colleague feedback, and the self-evaluation packet.
- 17.10.2.2 Regular Faculty: Regular faculty shall be evaluated using student feedback (or the bargaining unit member may request an SGID in place of the student feedback), and colleague feedback.
- 17.10.2.3 Children's Center Faculty: Children's Center Faculty shall be evaluated using parent feedback forms, colleague feedback, and classroom observation using the designated forms.
- 17.10.3 Observation and Feedback Reports: Between the first day of the tenth (10<sup>th</sup>) week and the last day of the twelfth (12<sup>th</sup>) week of the semester, the evaluation team shall conduct worksite observations and/or distribute and collect the colleague feedback forms and student feedback forms.
  - 17.10.3.1 Self Evaluation (Probationary Faculty Only): Prior to the end of the twelfth (12<sup>th</sup>) week of the semester, the bargaining unit member shall submit the self-evaluation packet to the supervisor.
  - 17.10.3.2 For distance learning classes, at the end of the twelfth (12<sup>th</sup>) week of the semester, the supervisor shall request the results from the student feedback forms.
- 17.10.4 Consensus Meeting: Prior to the end of the fourteenth (14<sup>th</sup>) week, the evaluation team shall meet to review all documents and prepare the Evaluation Report.
- 17.10.5 Special Meeting(s): At any time 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 exercised due consideration for fairness.
- 17.10.6 Final Meeting: Prior to the end of the sixteenth (16<sup>th</sup>) week of the semester, the team shall meet with the bargaining unit member to review the Evaluation Report and its findings and recommendation. The bargaining unit member shall be provided a copy of the report.
- 17.10.7 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.
  - 17.10.7.1 The bargaining unit member may request a meeting with the vice president to challenge the team's findings and recommendations.

17.10.7.2 For probationary and temporary faculty, the vice president shall make a recommendation to the superintendent/president.

17.10.7.3 For tenured faculty, the vice president shall forward overall satisfactory evaluations to the office of human resources for placement in the personnel files. The vice president shall forward overall unsatisfactory evaluations to the superintendent/president along with a recommendation.

17.10.7.4 The superintendent/president shall make a final recommendation to the Board of Trustees for all probationary faculty and temporary faculty evaluations and for unsatisfactory tenured faculty evaluations.

17.10.7.5 If a probationary employee is not re-hired due to an unsatisfactory evaluation or resignation, the vacant position shall be reopened for recruitment within the academic year taking into consideration the appropriate timeline to recruit for the position, unless the District and Association agree otherwise.

17.10.8 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.

17.10.8.1 The evaluation report shall be included in the personnel file, all other documentation related to the evaluation shall be maintained by the office of human resources.

17.10.8.2 If a formal grievance is filed, the District shall provide the grievant with full and complete access to all materials and information used in the evaluation process.

#### 17.11 Classroom/Worksite Observations

17.11.1 Classroom/worksite observations are required for all probationary faculty. Classroom/worksite observations are only required for tenured faculty who have never been observed providing instruction or service in the distance learning modality.

17.11.1.1 The purpose of classroom/worksite observations is to observe the bargaining unit member in the performance of his/her primary assignment and to provide feedback to the bargaining unit member.

17.11.1.2 Each evaluation team member, including the supervisor per 17.9.1, shall schedule with the bargaining unit member a time to make a 50-minute class/worksite observation. After the observation, the evaluator shall complete the classroom/worksite observation form and meet with the bargaining unit member to review the results.



- 17.11.1.3 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 observation evaluation form.
- 17.11.1.4 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.
- 17.11.1.5 In the case of counselors and other academic specialists, at least one worksite observation shall include an observation of an activity relevant to his or her primary duty such as a counseling session or in-group session.
- 17.11.1.6 All classroom/worksite/SGID evaluation forms shall be submitted to the supervisor no later than the end of the thirteenth (13<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.
  - 17.12.1.1 Student/Client Feedback forms shall not be utilized for instruction in open access labs (example: Math Center, Writing Center, physical fitness lab, etc.).
- 17.12.2 For probationary faculty, at least one feedback evaluation shall be completed via 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 Except where otherwise specified, team members shall administer the student survey process and, when appropriate, conduct student SGID's.
- 17.12.5 The supervisor shall collect the forms and submit the student survey forms and have them tabulated and processed.
- 17.12.6 The supervisor will distribute the computer printouts of numerical data from the student feedback form to the evaluation team members and the bargaining unit member for review and discussion.
  - 17.12.6.1 In order to maintain student confidentiality, written comments on student feedback 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 those District employees whose assignment requires access to student feedback forms shall see written comments on the forms.

17.12.7 Within seven (7) days from date of distribution, the person being evaluated shall submit, in writing, a response to the student feedback and SGID reports to the evaluation team members.

17.12.8 Any reference to student feedback in the final written evaluation shall be based upon information gathered from the student feedback forms, a substantiated complaint and/or the SGID(s).

17.12.9 Student/client surveys may be distributed before or after classroom observations.

#### 17.13 Colleague Feedback

17.13.1 The Colleague feedback forms will be used to gather input from colleagues.

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) who completed the feedback form except if disclosure is required during a formal grievance proceeding. The supervisor shall ensure that the bargaining unit member undergoing evaluation does not view the name(s) of the person(s) who completed the feedback forms during the regular evaluation process.

17.13.5 Any reference to colleague feedback in the final written evaluation shall be based solely upon information gathered from the colleague feedback forms and/or (a) substantiated complaint(s).

#### 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 by the team according to the criteria listed in 17.3. 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 Complaints arising through the evaluation process must be substantiated through investigation in order to be included in the evaluation report.

- 17.14.3.1 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 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 (3) years shall result in a recommendation to rehire. 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 and previous evaluations. The 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 Pursuant to Ed Code Section 87734, an off cycle evaluation of a bargaining unit member may be authorized based upon substantiated complaints that the 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 Off cycle evaluations shall be limited in scope to those areas in which deficiencies were delineated in the periodic evaluation or complaint.
- 17.16.3 The evaluation process/timelines as outlined in this article for periodic 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. Upon the request for a new team, the supervisor will choose one new faculty team member; the evaluatee will select a second faculty team member.
- 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 observations, 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 prohibit 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

The purpose of the general provisions below are to address the grievance procedures not applicable in Article 6.

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, or, to deny tenure to a probationary member under a 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 "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 official written notice that a second/third contract or tenure is denied, the grievant must present the 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 the 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 limit, 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 negotiation process. Approved forms shall be placed into the appendix of this Agreement and the District shall post the forms on the District's online management system.

